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**TENTATIVE AGREEMENT BETWEEN  
THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE  
VICTOR VALLEY COLLEGE FACULTY ASSOCIATION**

**November 10, 2022**

This Tentative Agreement between the Victor Valley Community College District and the Victor Valley College Faculty Association, CTE/NEA Chapter 1169 is made expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**ARTICLE 3  
MAINTENANCE OF CONDITIONS**

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

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

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

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

Victor Valley Community College District

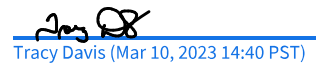
Victor Valley College Faculty Association



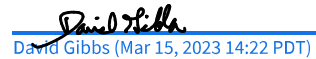
Monica Martinez

*Todd Scott*

Todd Scott

  
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Tracy Davis

  
David Gibbs (Mar 15, 2023 14:22 PDT)

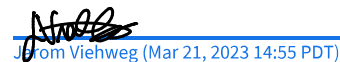
David Gibbs

*Michael Butros*

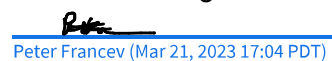
Michael Butros



Daniel Vecchio

  
Jarom Viehweg (Mar 21, 2023 14:55 PDT)

Jarom Viehweg

  
Peter Francev (Mar 21, 2023 17:04 PDT)

Peter Francev

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

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

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

**ARTICLE 4  
ASSOCIATION RIGHTS**

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

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

- B. The Association may use, subject to regulation by the District, the school mailboxes and **bulletin board spaces, District e-mail** and other means of communication designated by the Superintendent/President subject to the following conditions:

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

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

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

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

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

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

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

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

**E. NEW EMPLOYEE ORIENTATION**

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

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

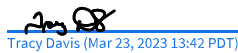
In the event the District conducts group orientations with new employees, the Association shall have a minimum of 30 minutes for Association representative(s) dissemination of Association information.

**F. Orientation Packets and Materials**

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

Victor Valley Community College District

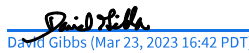
Victor Valley College Faculty Association

  
Tracy Davis (Mar 23, 2023 13:42 PDT)

Monica Martinez

Tracy Davis

*Todd Scott*

  
David Gibbs (Mar 23, 2023 16:42 PDT)

Todd Scott

David Gibbs

*Michael Butros*

Michael Butros

*Daniel Vecchio*

Daniel Vecchio

  
Jarom Viehweg (Mar 28, 2023 15:55 PDT)

Jarom Viehweg

  
Peter Francev (Mar 29, 2023 08:21 PDT)

Peter Francev

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**TENTATIVE AGREEMENT BETWEEN  
THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE  
VICTOR VALLEY COLLEGE FACULTY ASSOCIATION**

**November 10, 2022**

This Tentative Agreement between the Victor Valley Community College District and the Victor Valley College Faculty Association, CTE/NEA Chapter 1169 is made expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**ARTICLE 5  
PERSONNEL FILES**

A. The District shall not base any adverse action against a full-time faculty member upon materials which are not contained in the full-time faculty member's personnel file.

B. There shall be only one personnel file\* for each full-time faculty member housed maintained in Human Resources. The Superintendent/President or the Superintendent/President's designee and the full-time faculty member shall have full access to the file, except that the full-time faculty member shall not be shown any document submitted in confidence prior to employment in any position at the College. A representative of the Association shall have access to said file with the full-time faculty member's written non-continuing authorization. A log shall be kept in each personnel file indicating the name of each person inspecting the file and the date of said inspection, with the exception of routine clerical transactions. \* "Personnel file" is defined as an organized collection of documents used to determine an employee's qualification for promotion or disciplinary actions, including termination. These files shall not include a supervisor's personal notes or the records relating to grievances and arbitrations.

BG. The information in the personnel file shall not be released to anyone other than the authorized persons listed above except as provided by law, nor shall copies of any documents in said file be made without the full-time faculty member's written non-continuing consent or as permitted by law. Any material placed in a full-time faculty member's personnel file must be signed and dated by the originator/author (Education Code 87031) within ten days of knowledge of the alleged offense entry and a copy identified as going into the file shall be given to the full-time faculty member prior to the original being placed in said file.

CD. A full-time faculty member shall have the right to file an answer to any material submitted for inclusion in his/her file and such answer shall be attached to the file copy. A full-time faculty member who presents any evidence that information in his/her file is false or erroneous shall have the right to a hearing before a fact-finding committee for the purpose of having such information verified. The committee will rule whether the material shall be retained, rectified or expunged. This committee shall be composed of: two (2) faculty members selected by the President of the faculty Association; two (2) administrators selected by the President of the college; one (1) additional member agreed on by the two faculty and two administrators previously selected.

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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.

**DE.** A full-time faculty member shall have the right to place in the file such material as he/she determines may have bearing on histheir position as a full-time faculty member, **including verification of compliance with District-mandated directives.**

**EF.** 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.

Victor Valley Community College District



Monica Martinez

*Todd Scott*

Todd Scott

Victor Valley College Faculty Association

  
[Tracy Davis \(Mar 10, 2023 14:45 PST\)](#)

Tracy Davis

  
[David Gibbs \(Mar 15, 2023 14:21 PDT\)](#)

David Gibbs

*Michael Butros*

Michael Butros



Daniel Vecchio

  
[Jarom Viehweg \(Mar 21, 2023 14:55 PDT\)](#)

Jarom Viehweg

  
[Peter Francev \(Mar 21, 2023 17:06 PDT\)](#)

Peter Francev

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

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

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

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

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

**A. Definition of Terms**

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

**B. Procedures at Level I**

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

**C. Procedures at Level II**

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

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

58  
59 2. Within ten (10) days after receipt of the Level II grievance by the Superintendent/President, or  
60 his/her designee, a meeting will be held with the grievant. The administration will, within ~~five-ten~~  
61 **(5-10) working** days following the meeting, provide the grievant with a written response to the  
62 grievance.

63  
64 D. Procedures at Level III

- 65  
66 1. If the grievance is not resolved at Level II, within five (5) days of the District response, the  
67 grievant shall request that the Association submit the grievance to binding arbitration. The  
68 Level III Grievance Form (Appendix B-4) is to be used for this purpose.  
69  
70 2. The Association ~~will~~**may** notify the Superintendent/President of its intent to proceed with the  
71 grievance to binding arbitration, within fifteen (15) days after the request has been given to the  
72 Association by the grievant. The Level III Grievance Form submitted by the grievant shall be  
73 used for this purpose.  
74  
75 3. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can  
76 be reached within five (5) days, a joint request shall be made to the California State Mediation  
77 and Conciliation Services to submit a list of not less than five (5) persons as possible arbitrators.  
78  
79 4. Within ten (10) days of receipt of the list of possible arbitrators, the Association and District  
80 shall meet and will alternately strike names until one name remains. The remaining name shall  
81 be the name of the selected arbitrator. The order of the striking shall be determined by lot.  
82

83 E. Arbitration

- 84  
85 1. The parties shall be bound by the Voluntary Labor Arbitration Rules of the California  
86 State Mediation and Conciliation Service.  
87  
88 2. The arbitrator's decision will be in writing and will set forth ~~his/her~~**their** findings, reasonings  
89 and conclusions on the issue(s) submitted. The arbitrator will be without power or authority to  
90 make any decision which requires the commission of an act prohibited by law or which is  
91 violative of the terms of the agreement. The decision of the arbitrator shall be final and binding  
92 upon all parties.  
93  
94 3. The arbitrator shall have no power to alter, add to or detract from the provisions of the  
95 agreement.  
96  
97 4. The arbitrator shall, as soon as possible, conduct a hearing and render a decision on the  
98 issue(s) submitted to him/her.  
99  
100 5. If the parties cannot agree upon a submission agreement, the arbitrator shall determine  
101 the issues by review of the grievance materials presented during arbitration.  
102  
103 6. Upon mutual agreement between the parties the arbitration may be heard under an expedited  
104 procedure and the arbitrator would render a bench award at the conclusion of the grievance  
105 hearing. If the parties agree to this expedited procedure, the arbitrator shall be relieved of any  
106 obligation to prepare findings and a formal decision. In such cases, the arbitrator's decision shall  
107 be final and binding upon all the parties.  
108



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

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112 F. Miscellaneous

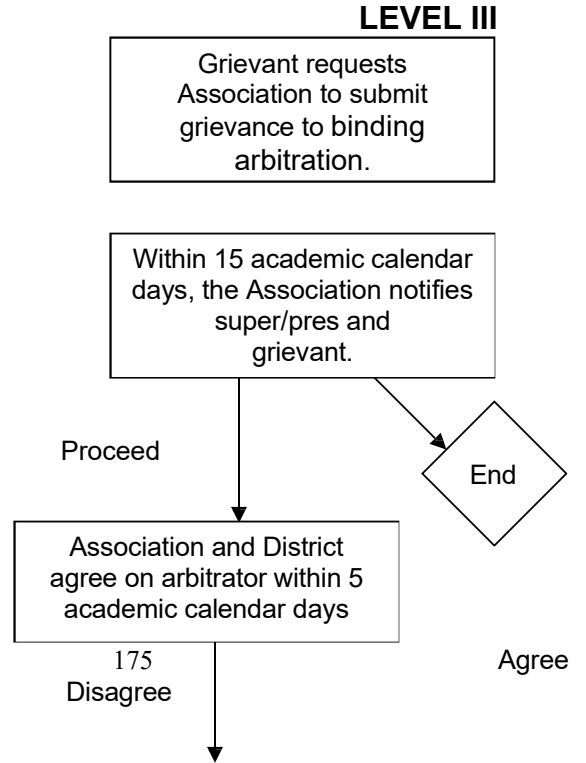
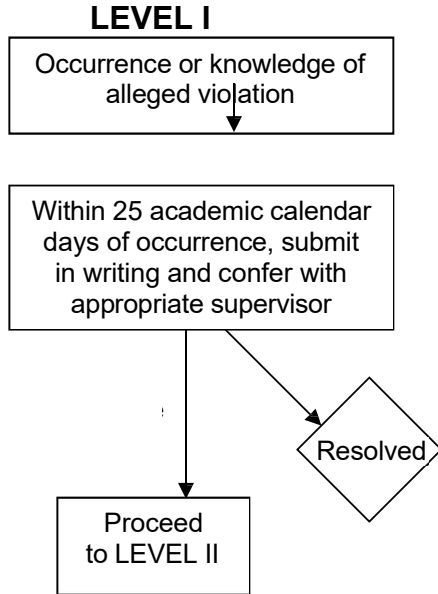
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114 1. Nothing contained herein shall be construed as prohibiting the grievant from requesting  
115 assistance from the Association to assist in processing the grievance nor to authorize the  
116 participation of the Association in a grievance except at the grievant's request.  
117  
118 2. The time limits specified at each level in the grievance procedure may be extended by  
119 mutual written agreement.  
120  
121 3. If a grievance is not processed (filed or appealed) by the grievant and/or the Association in  
122 accordance with the time limits set forth in this Article, it shall be considered settled and  
123 concluded. If the District fails to respond to the Level I grievance, the failure to respond shall be  
124 deemed a denial of the grievance and the grievant may proceed to the next step.  
125  
126 4. The grievant and/or **his/hert heir** representative shall be provided reasonable release time at Level  
127 I or above for the purpose of grievance conferences and hearings. Any witness who appears at the  
128 conferences and hearings shall be accorded the same release time rights. The grievant and/or  
129 their representatives shall provide adequate notice to the District in advance of their anticipated  
130 appearances.  
131  
132 5. All documents, communications, and records dealing with the processing of a grievance shall be  
133 filed in the Office of Human Resources, but separately from the personnel file(s) of the participants.  
134  
135 6. No reprisals of any kind will be taken by the administration or its representative or the Board  
136 against the grievant or any representative of the grievant by reason of their bringing a grievance  
137 or participating in a grievance; nor shall any reprisals of any kind be taken by the Association or  
138 any member or representative of the Association against either the participant in the grievance  
139 procedure by reason of such participation or decision.  
140  
141 7. The District shall not agree to a resolution of a formal grievance until the president of the  
142 Association has received a copy of the grievance and the proposed resolution and the  
143 Association has been given opportunity to file a response. The Association shall receive a  
144 copy of each formal grievance at the time of filing.  
145  
146 8. Upon written request of either party, the other shall provide access to non- privileged and  
147 non-confidential documents which are to be offered in evidence at an upcoming grievance  
148 arbitration hearing. "Confidential" documents shall include, but not be limited to, the  
149 personnel records of employees other than the grievant. "Privileged" documents shall  
150 include, but not be limited to, any written communications between the party and its attorney  
151 and any work product developed by the party, for purposes of argument, illustration or  
152 clarification.  
153  
154 9. In the event a grievance is filed at such a time that it cannot be processed through all steps of  
155 the grievance procedure by the end of the academic year, and if left unresolved until the  
156 beginning of the following academic year could result in harm to the grievant or the District,  
157 the time limits set forth herein may be reduced, **by mutual agreement of the grievant and**  
158 **the District**, so that the procedure may be exhausted prior to the end of the academic year or  
159 as soon as practicable.  
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**APPENDIX B-1**  
**See ARTICLE 7**

**GRIEVANCE PROCEDURE**

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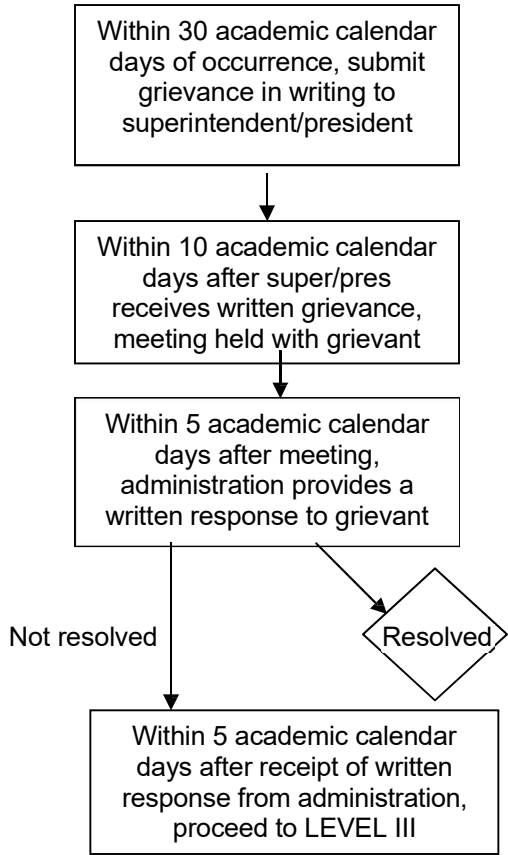


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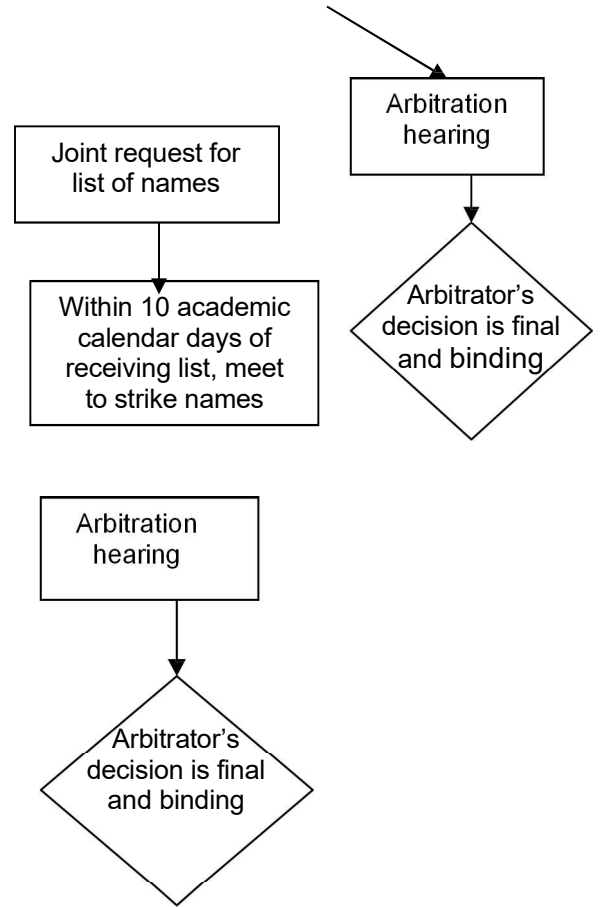
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LEVEL II



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APPENDIX B-4  
See ARTICLE 7

Victor Valley Community College District & Victor Valley College Faculty Association

Level III Grievance Form

(Required) To: \_\_\_\_\_, VVCFA  
President

From: \_\_\_\_\_, [Grievant(s)]

Date: \_\_\_\_\_

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

cc: Victor Valley Community College Superintendent/President

II. Action taken:

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

VVCFA President's signature: \_\_\_\_\_ Date: \_\_\_\_\_

cc: Grievant(s)

III. To: \_\_\_\_\_, VVC Superintendent/President

From: \_\_\_\_\_, VVCFA President

Date: \_\_\_\_\_

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

VVCFA President's signature: \_\_\_\_\_


Date: \_\_\_\_\_

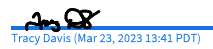
cc: Grievant(s)

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Victor Valley Community College District

Victor Valley College Faculty Association

  
\_\_\_\_\_  
Monica Martinez

  
\_\_\_\_\_  
Tracy Davis

*Todd Scott*  
\_\_\_\_\_  
Todd Scott

  
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David Gibbs

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*Michael Butros*

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Michael Butros

*Daniel Vecchio*

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Daniel Vecchio

*[Signature]*

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Jarom Viehweg (Mar 28, 2023 15:55 PDT)

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Jarom Viehweg

*[Signature]*

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Peter Francev (Mar 29, 2023 08:22 PDT)

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Peter Francev

✔ Agreement completed.

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**REVISED TENTATIVE AGREEMENT  
BETWEEN VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE VICTOR VALLEY COLLEGE FACULTY ASSOCIATION  
February 23, 2024**

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

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

**ARTICLE 8  
COMPENSATION**

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

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

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

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

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

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

**See Appendix C for salary schedule.**

**8.2 Hourly Compensation.**

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

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

**Non-Credit Hourly Compensation Rate**

**Hourly Rate**            **\$59**  
**Units of Pay**         **\$1,062**

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

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

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

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

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

**8.4 Placement and Advancement**

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

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

ACADEMIC	VOCATIONAL/PROFESSIONAL*
CLASS I MA	Minimum qualifications**
CLASS II MA + 15 or BA + 60***	AA with 6 years of professional experience**
CLASS III MA + 30 or BA + 75***	BA with 2 years of professional experience**
CLASS IV MA + 45 or BA + 90***	MA with 2 years of professional experience**
CLASS V MA + 60 or BA + 105*** or PhD	MA + 15 or BA + 60*** or PhD with 2 years of professional experience**

\* 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.



77 b. Step placement - For new faculty entering the District, a maximum  
78 of seven (7) years of teaching experience will be allowed for  
79 placement on the eighth (8<sup>th</sup>) step.  
80

81 2. Vocational/Professional Track  
82

83 a. Class placement - Placement shall be made for  
84 vocational/professional faculty on the basis of experience and  
85 academic education.  
86

87 b. Step placement – Vocational /Professional faculty will be placed  
88 on a step by using the ratio of three years of paid, full-time  
89 employment in the subject area they are teaching as equivalent  
90 to one step, excluding professional experience used for class  
91 placement. A maximum of twenty-one (21) years will be  
92 allowed for placement on the eighth (8<sup>th</sup>) step.  
93

94 B. Advancement on the Salary Schedule  
95

96 Full-time faculty members shall be entitled to the annual step increase, if any, on  
97 the anniversary date of the unit members' first date of paid service as a  
98 probationary employee. The purpose of this provision is to provide one step  
99 increase for each full year of paid service.  
100

101 1. Class - Advancement shall be made based on earned degrees and  
102 units earned subsequent to the completion of all requirements for the  
103 degree involved. All degrees and units must be germane to the full-  
104 time faculty member's assignment, constitute an improvement of  
105 instructional skills or be germane to an alternate assignment of value  
106 to the District. All units, to be considered for lateral movement on the  
107 salary schedule, must be approved by the District in writing prior to  
108 taking the course. Application for approval shall be submitted to the  
109 Chair of the Academic Development Committee, c/o Vice President of  
110 Human Resources, on Appendix D-1 or D-2, for review and  
111 recommendation to the Superintendent for approval. If time  
112 constraints preclude prior recommendation by the Academic  
113 Development Committee to the Superintendent, the decision shall be  
114 made by the Superintendent or designee.  
115

116 All degrees and units must be completed by and reported to the Vice  
117 President of Human Resources prior to November 1<sup>st</sup> of the contract  
118 year for movement on the salary schedule that year.  
119

120 2. Step - Advancement shall be made on the basis of years of service to  
121 the College. One complete year of service is required for step  
122 advancement.  
123

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

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

154 **8.5D.** Summer and Winter Session Instructional Compensation

155  
156 ~~Effective Summer Session 201722 f~~Faculty shall be compensated the greater of  
157 their applicable hourly rate (Appendix C) or the following percentage of their annual  
158 salary as follows:

159  
160 Faculty may teach a maximum of 0.4 annual load in the summer session or winter session  
161 at the summer/winter session rate of 0.66 or 66% compensation rate. The 0.4 annual load  
162 at 0.66 or 66% may be split between the winter and summer sessions or taught in its  
163 entirety in winter or summer.

164  
165 **8.6E.** Non-Instructional Extra-Duty Days

166  
167 Non-instructional full-time faculty shall be paid on a daily rate calculated as follows:

- 168  
169  
170  
171  
172  
173
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.

174 **8.7E.** Bargaining Unit ~~ReassignedRelease~~ Time

175  
176 ~~ReassignedRelease~~ time equivalent to 1.4 FTEF (full-time equivalent faculty) shall be  
177 granted annually to the ~~union Association~~ for the accomplishment of ~~union~~

178 **Association** business, to include negotiations. The **reassignedrelease** time shall be  
179 given to the **union Association** as a block of time to be distributed by the **union**  
180 **Association. (See Article 8-J)**

181  
182 **8.8G.** Payroll Timelines

- 183  
184 1. Full-time faculty will be paid their regular salary on a 10-month salary  
185 schedule, 10 equal payments, beginning September 1 of each year.  
186  
187 2. When full-time faculty teach classes for unit pay, the following pay  
188 guidelines will be used:  
189  
190 a. Full-term classes will be paid in four equal installments, provided  
191 assignments have been board-approved and contracts have been  
192 signed. For example:  
193  
194 1) Fall **2007** pay schedule:  
195 October 1, November 1, December 1, and January 1 (equal  
196 installments)  
197  
198 2) Spring **2008** pay schedule:  
199 March 1, April 1, May 1, June 1 (equal installments)  
200  
201 b. Eight-week classes will be paid in two equal installments, provided  
202 assignments have been board-approved and contracts have been  
203 signed. For example:  
204  
205 1) Fall **2007** pay schedule:  
206 First 8 weeks: October 1 and November 1 (equal  
207 installments)  
208 Second 8 weeks: December 1 and January 1 (equal  
209 installments)  
210  
211 2) Spring **2008** pay schedule:  
212 First 8 weeks: March 1 and April 1 (equal installments)  
213 Second 8 weeks: May 1 and June 1 (equal installments)  
214

215 **8.9H.** Overpayment of Wages

216  
217 An overpayment is a wage payment that has occurred as a result of cancelled classes  
218 or natural or unforeseen events that alter the continuation of a class or activity where  
219 wages have been paid and the work has not been completed. A wage payment can  
220 refer to any hourly, unit, contract, release time, stipend, reassigned, grant, lump sum,  
221 special/categorical, or other wages paid.  
222

223 **Deductions shall be made as follows:**

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

229  
230 **8.10I.** Compensation for Credit by Exam

- 231  
232 a. Proctoring and/or grading Credit by Exam tests is voluntary and at the  
233 discretion of the faculty.  
234  
235 b. Faculty shall receive **\$55 their current hourly rate** for proctoring, or grading, or  
236 proctoring and grading each Credit by Exam test, **not to exceed four hours per**  
237 **exam. For example, a three (3)-unit class would equal  $\$75 \times 3 = \$225.00$ .**  
238

239 **8.11J.** **Faculty Academic** Senate **Reassigned-Release** Time

240  
241 **Reassigned-Release** time equivalent to 1.4 FTEF (full-time equivalent faculty) shall be  
242 granted annually to the officers of the **sSenate** for the accomplishment of senate  
243 business. The **reassigned-release** time shall be given to the **sSenate** as a block of  
244 time and distributed among the officers by the officers. **(See article 8F).**  
245

246 **8.12** **Nursing Process Meetings Stipend**

247  
248 **Each unit member assigned to Nursing as a process lead, assigned clinical**  
249 **instruction, or skills laboratory will be compensated no more than 18 hours per**  
250 **semester at their hourly rate for nursing process meetings. The process meetings**  
251 **are for the purpose of:**

- 252  
253 • **Review instructional objectives**  
254 • **Review students' progress in clinical (site & skills) and theory settings (e.g.**  
255 **passing tests)**  
256 • **Discuss Remediation (if needed), and professional behavior of students**

257 **Time and sign-in sheets shall be required. Meeting minutes are required (to be**  
258 **determined by the department).**  
259

260 **8.13.** **Training Compensation for Full-Time Faculty Outside of Academic Calendar**

261 **All timelines subject to calendar negotiation as per Article 10.**

262  
263 **Any District meetings or training that fall outside of the academic calendar,**  
264 **including, but not limited to, Summer and/or Winter sessions, related to unit**  
265 **members' contractual obligations shall be compensated at the unit member's**  
266 **current hourly rate if they attend with prior approval by the appropriate**  
267 **administrator.**  
268

269  
270 **ARTICLE 9**  
271 **BENEFITS**

- 272  
273 A. The District shall pay 100% of the composite rate for medical, mental health,  
274 dental, and vision premiums, as well as mandatory life insurance premiums.

275  
276 **Beginning July 1, 2024, the District shall pay an amount equal to 100% of the**  
277 **composite rate of the Blue Shield HMO or the Kaiser HMO, whichever is**  
278 **higher, for medical, mental health, dental, and vision premiums, as well as**

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

- 287  
288 B. **Effective for the health benefits period beginning July 1, 2013, f**Full-time faculty  
289 will have a choice **of between** two (2) HMOs and one PPO.

290  
291 **Beginning July 1, 2024, bargaining unit members who elect to participate in a**  
292 **plan that exceeds the maximum contribution in Article 9.A shall be responsible**  
293 **for any health and welfare costs in excess of the District maximum annual**  
294 **contribution towards medical, dental and vision. Each unit member's**  
295 **contribution, if any, shall be deducted from the member's regular paycheck,**  
296 **once the successor agreement for 2022-2025 is ratified by unit members. Unit**  
297 **members are not financially responsible to repay the district for any health**  
298 **plan they were on before the ratification of this successor agreement that, in**  
299 **the successor agreement, exceeds the District's maximum contribution.**

- 300  
301 **D.** Any changes (e.g., office co-pays, prescription drug plans, deductibles, etc.) or  
302 changes in carriers recommended by the faculty members on the college-wide  
303 benefits committee to the association bargaining team must be bargained and ratified  
304 by faculty.

- 305  
306 **DE.** The college-wide benefits committee will include a minimum of 2 faculty appointed by  
307 the VVCFA president.

- 308  
309 **EF.** A Section 125 Flexible Benefit Plan will be offered to full-time faculty members on a  
310 voluntary basis, consistent with the requirements of law. This plan allows full-time  
311 faculty members to set aside, on a pre-tax basis, certain unreimbursed medical  
312 expenditures and dependent day care expenditures, in addition to certain out-of-  
313 pocket premium costs, subject to federal and state regulations.

- 314  
315 **FG.** Retirement Benefits

316  
317 **For employees who retire prior to June 30, 2024, r**Retirement benefits for full-time  
318 faculty members who are eligible for STRS/PERS retirements and who have a  
319 minimum of ten years of full-time service at Victor Valley College at the time of  
320 retirement will include:

- 321  
322 1. Medical, mental health, dental, and vision premiums, as well as mandatory life  
323 insurance premiums (life insurance for retiree only) are paid for full-time faculty  
324 members until the full-time faculty member reaches Medicare age. Medical,  
325 mental health, dental, and vision insurance premiums are paid for the spouse  
326 of a retired full-time faculty member until the spouse reaches Medicare age, or  
327 for a period not to exceed five (5) years after the retired full-time faculty  
328 member reaches Medicare age, whichever occurs first. Spousal coverage  
329 shall be limited to the spouse at the time the full-time faculty member retires.

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

- 332
- 333 a) the full-time faculty member dies and the full-time faculty coverage and  
334 the spousal coverage ends; or
- 335
- 336 b) the full-time faculty member reaches Medicare age, and only the  
337 full-time faculty member coverage ends.
- 338

339 2. **For employees who retire on or after July 1, 2024, the District's**  
340 **contribution to retiree health care premiums shall be limited to the**  
341 **maximum contribution for existing employees as provided for in Article**  
342 **9.A and 9.B above.**

343 ~~An offer of a part-time contract (20% of a full load) will be made for each~~  
344 ~~of the first three (3) years after the mandatory six (6) month waiting~~  
345 ~~period. The retiree will be compensated at the amount permitted by~~  
346 ~~STRS/PERS or 20% of the retiree's latest salary before retirement,~~  
347 ~~whichever is less. The offer of employment will be made when~~  
348 ~~appropriate openings are available as determined by the District. Retired~~  
349 ~~faculty shall have the first right of refusal after full-time faculty and~~  
350 ~~before an offer made to part-time faculty for five years after retirement,~~  
351 ~~with satisfactory full-time evaluations prior to retirement and beginning~~  
352 ~~in year three, using the part-time faculty evaluation process.~~

353

- 354 3. In the event that any or all of the medical providers under the district-paid  
355 plans are not available to a retired unit member and/or his/her spouse  
356 because of a change of residency or otherwise, the District shall be required  
357 to pay no more than the amount designated in Section 9.A **and 9.B** above for  
358 the unit member and/or his/her spouse to obtain alternative benefits.
- 359

360 **GH.** Opt Out Incentive

361

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

364

- 365 1. The District shall allow up to a total of twenty (20) percent of the total number of  
366 employees who have Health and Welfare benefits coverage at Victor Valley  
367 Community College District to participate in the opt-out incentive.

368

369 a. The ~~first opt-out incentive shall be effective for the health benefits~~  
370 ~~period beginning July 1, 2013. Every year thereafter, the~~ district  
371 shall review during open enrollment those employees who can show  
372 proof of other medical coverage and completion of the medical opt-out  
373 incentive application.

374

375 b. Once a faculty member has been chosen to opt out, he/she will  
376 automatically be granted opt out status until such time as he/she may  
377 choose to re-enroll. If a faculty re-enrolls, he/she must re-apply to be  
378 eligible for opt out.

379


- 380 c. If the total number of medical incentive faculty opt-out applications is  
 381 fewer than 20 percent of the overall opt-out quota, all those who qualify  
 382 may select to participate in the incentive program. If the number of  
 383 qualified faculty applications is greater than the 20% of the overall opt-  
 384 out quota, participants will be chosen by their position on the faculty  
 385 seniority list. In all situations, the employee must qualify and no more  
 386 than twenty (20) percent of the total number of employees who have  
 387 health and welfare benefits at Victor Valley College may participate.  
 388
- 389 2. Any member who elects the opt-out incentive shall not be eligible for medical  
 390 coverage until the next open enrollment period unless a qualifying event  
 391 occurs.  
 392
- 393 3. An annual amount of ~~\$3,300~~ **\$3800** shall be paid to full-time members who  
 394 participate in the opt-out incentive program. Members who are employed less  
 395 than full-time shall receive a pro-rata amount. For faculty members, the amount  
 396 shall be distributed in ten (10) monthly payments.  
 397


398 **ARTICLE 38: MEET AND NEGOTIATE**  
 399

400 A. Each year the District and the Association agree to negotiate ~~salary and health and welfare~~  
 401 ~~benefits articles, two one other issues non-economic article~~ selected by each party  
 402 (maximum of ~~four two~~ issues) and any mutually agreed upon issues. The procedures for such  
 403 negotiations shall be governed by Article 39, Renegotiation.  
 404


405 Victor Valley Community College District


Victor Valley College Faculty Association

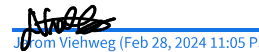
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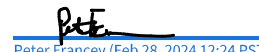
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# TA-Art-8-Comp-9-Benefits-38-Meet-2024-02-22-revised

Final Audit Report


2024-02-28


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**TENTATIVE AGREEMENT  
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE VICTOR VALLEY COLLEGE FACULTY ASSOCIATION  
June 1, 2023**

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

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

**ARTICLE 10  
ACADEMIC CALENDAR**

A. Academic Calendar

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

B. Faculty In-service Days

- 51 1. Faculty shall be required to attend two (2) three-hour in-service sessions held  
52 on Friday during the first two weeks of the fall semester and on Friday during the  
53 first two weeks of the spring semester as determined by the District.  
54

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

59  
60 **For example: if the Association and District agree that the first day of Fall**  
61 **begin on a Monday, the in-service day shall be the immediate preceding**  
62 **Friday. If the first day of Fall is negotiated to begin on a Tuesday,**  
63 **Wednesday, Thursday or Friday, the in-service day shall be the immediate**  
64 **day before (e.g., starting Fall on a Tuesday would result in the in-service**  
65 **day being on that Monday).**  
66

- 67 2. Faculty shall be paid half ( $\frac{1}{2}$ ) of 1/175 of their annual salary for each three-hour  
68 in- service day. Compensation will be paid in the next available pay cycle.  
69  
70 3. **Any absences must fall within an appropriate leave entitlement under this**  
71 **Agreement and will be charged to the appropriate leave at the same rate.**  
72 **To ensure all Friday classes meet the mandated 48 to 54 contact hours**  
73 **required, minutes may be added to Friday classes canceled for the**  
74 **purpose of in-service attendance.**  
75  
76 4. The District and Association agree to continue to investigate and negotiate a  
77 Flex Calendar and mandatory flex hours.  
78

79 C. Timeline

80  
81 The Association and the District shall begin bargaining the proposed calendar for the  
82 following academic year by the first Monday of October. The final adopted  
83 calendar(s) shall be subject to approval of the Association **membership** and the  
84 District. The parties shall make every reasonable effort to complete this process by  
85 the first Monday of December. **If agreement between the Association and the**  
86 **District cannot be reached by the first Monday of December, all dates for the**  
87 **next academic year will tentatively revert to the last approved calendar with**  
88 **appropriate date adjustments pending the outcome of impasse proceedings.**  
89

90 D. Extension of Terms

91  
92 The District, at its discretion, may extend the semesters, summer session, and winter  
93 session calendars, to meet the needs and/or requirements of special programs (e.g.  
94 Administration of Justice, Fire Technology, etc.)  
95

96 E. Cancelled Classes

97  
98 If classes are cancelled due to disasters or to protect the safety of the students and  
99 employees, faculty will receive additional pay up to two days for work on days not  
100 regularly scheduled. Additional necessary schedule changes will be made only after  
101 consultation with the Association.

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

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

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

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

Victor Valley Community College District

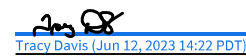


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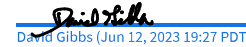
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Todd Scott

Victor Valley College Faculty Association



Tracy Davis



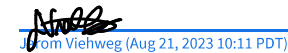
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*Michael Butros*

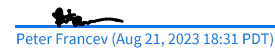
Michael Butros

*Daniel Vecchio*

Daniel Vecchio



Jarom Viehweg



Peter Francev












# TA-Article 10 Academic Calendar 6.1.23

Final Audit Report

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**Tentative Agreement, January 18, 2024  
Victor Valley College 2024-2025 Academic Calendar DRAFT**

**June 2024**

- 08 Spring Semester Ends
- 12 Commencement
- 17 Six & 8-Week Summer Classes Begin
- 19 Juneteenth Holiday
- 21 Grade Submission Deadline-Spring

JUNE 2024						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
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**July 2024**

- 04 Independence Day Holiday
- 27 Six-Week Summer Classes End

JULY 2024						
S	M	T	W	Th	F	S
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14	15	16	17	18	19	20
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28	29	30	31			

**August 2024**

- 05 Grade Submission Deadline (Six-Week Summer Classes)
- 10 Eight-Week Summer Classes End
- 20 Grade Submission Deadline (8-Week Summer Classes)
- 23 In-Service/All College Day
- 26 Fall Semester: 16-Week, 1st 12-week, 1st 8-Week Classes Begin

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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**September 2024**

- 02 Labor Day Holiday
- 23 2nd 12-Week Classes Begin

SEPTEMBER 2024						
S	M	T	W	Th	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**October 2024**

- 19 1st 8-Week Fall Classes End
- 21 2nd 8-Week Fall Classes Begin
- 28 Grade Submission Deadline (1st 8-Week Fall Classes)

OCTOBER 2024						
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**November 2024**

- 11 Veteran's Day Holiday
- 16 1st 12-Week Classes End
- 26 Grade Submission Deadline (1st 12-Week Fall Classes)
- 28-29 Thanksgiving Holidays

NOVEMBER 2024						
S	M	T	W	Th	F	S
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**December 2024**

- 14 Fall Semester- Ends
- 23 In Lieu of Admissions Day
- 24-25 Christmas Eve/Day Observed
- 26-27 Board Given Holidays
- 28 College Closed~No Classes
- 30 Winter Break Holiday
- 31 New Year's Eve Observed

DECEMBER 2024						
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22	23	24	25	26	27	28
29	30	31				

**Key**

	First/Last day of Term
	Holiday
	College Closed ~ No Classes
	Grade Submission Deadline
	Spring/Fall Break ~ No Classes
	Commencement
	Twelve, Eight or 6-week Classes Begin/End
	In-Service/All College Day

JANUARY 2025						
S	M	T	W	Th	F	S
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FEBRUARY 2025						
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MARCH 2025						
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APRIL 2025						
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MAY 2025						
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JUNE 2025						
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JULY 2025						
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AUGUST 2025						
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**January 2025**

- 01 New Year's Day Holiday
- 06 Winter Classes Begin
- Grade Submission Deadline-Fall
- 20 Martin Luther King Jr. Holiday

**February 2025**

- 07 Lincoln Day Holiday Observed
- 14 In-Service/All College Day
- 15 Winter Classes End
- 17 Washington Day Holiday
- 18 Spring Semester-16 Week, 1st 12-Week, 1st 8-Week Classes Begin
- 25 Grade Submission Deadline (Winter Classes)

**March 2025**

- 17 2nd 12-Week Spring Classes Begin

**April 2025**

- 12 1st 8-Week Spring Classes End
- 14-19 Spring Break~No Classes
- 18 Spring Break Day~College Closed
- 21 2nd 8-Week Spring Classes Begin
- 28 Grade Submission Deadline (1st 8-Week Spring Classes)

**May 2025**

- 17 1st 12-week Spring Classes End
- 26 Memorial Day Holiday
- 27 Grade Submission Deadline (1st 12-Week Spring Classes)

**June 2025**

- 14 Spring Semester Ends
- 18 Commencement
- 19 Juneteenth Holiday
- 23 Six & 8-Week Summer Classes Begin
- 27 Grade Submission Deadline-Spring

**July 2025**

- 07 Independence Day Holiday Observed

**August 2025**

- 02 Six-Week Summer Classes end
- 11 Grade Submission Deadline (6-Week Summer Classes)
- 15 In-Service/All College Day
- 16 Eight-Week Summer Classes End
- 18 Fall Semester-16 Week, 1st 12-Week, 1st 8-Week Classes Begin
- 26 Grade Submission Deadline

Victor Valley Community College District



Monica Martinez

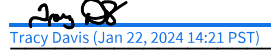
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Victor Valley College Faculty Associatio

  
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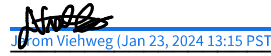
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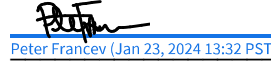
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Jarom Viehweg

  
Peter Francev (Jan 23, 2024 13:32 PST)

Peter Francev

*Jennifer Fowlie*

Jennifer Fowlie












# TA 2024-2025 Academic Calendar 11-28-2023

















Final Audit Report

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**REVISED TENTATIVE AGREEMENT  
BETWEEN VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE VICTOR VALLEY COLLEGE FACULTY ASSOCIATION  
February 23, 2024**

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

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

\* **“Cooperative Education” or “Coop Ed” should be replaced through the contract with “Work Experience.”**

**ARTICLE 12  
FULL-TIME INSTRUCTIONAL ASSIGNMENTS**

A. Instructor Assignments

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

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

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

59  
60 Full-time faculty members shall have first right of refusal for all hourly/unit  
61 of pay teaching assignments up to a maximum of 60% or .60 FTEF in excess  
62 of a full-time instructional teaching load per semester. The area dean may  
63 approve an additional 7% or .07 FTEF when due to irregular lecture/lab units  
64 an overload teaching assignment exceeds 60%. Additional hourly/unit of pay  
65 teaching assignments for the semester may be awarded with the approval of  
66 the faculty member and Chief Instructional Officer or designee.  
67 [Moved to 6.c.i below, as modified.]  
68

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

- 71  
72 a. On campus, synchronous: includes web-enhanced courses.  
73 b. 100% online, asynchronous: (see Article 13).  
74 c. Hybrid: synchronous on campus/asynchronous online; (see Article 13).  
75 d. Remote: off-campus synchronous online at the days/times in the  
76 college's class schedule; (see Article 13).  
77 e. Hy-flex: on-campus synchronous online at the days/times in the college  
78 class schedule; (see Article 13).  
79 f. College and Career Access Pathways (CCAP): high school campuses,  
80 face-to-face or online; as per Article 13.  
81 g. Correspondence: asynchronous instruction via mail/electronic format  
82 provided through the District via regular mail, high support email or other  
83 methods as defined by the Academic Senate, for students who are  
84 separated from the instructor and have restricted access to other  
85 modalities the District offers, as in the case of justice-involved students.  
86 h. Non-Credit: courses which have no credit associated with them and may  
87 be repeated by students an unlimited number of times. Non-credit  
88 offerings can be stand-alone courses which do not require extensive  
89 assessment or examinations. Any online Non-Credit courses are  
90 restricted to DE-certified unit members.  
91

- 92 6. Beginning Fall 2024, all departments must create and implement, with the  
93 consent of all unit members in the department and in consultation with their  
94 area administrator, a process for the equitable distribution of classes for full-  
95 time annual load and hourly/UOP assignments reflecting commitment to  
96 student need, improving student success rates, service to underrepresented  
97 minority students, low-income students, and part-time students. This process  
98 must include:  
99

- 100 a. A timeline consistent with the language in Article 21 regarding Fall,  
101 Winter, Spring and Summer scheduling notification to all full-time faculty  
102 in a department for the selection of classes.  
103  
104 b. An initial seniority list based on years of district service (hereafter  
105 referred to as the "rotating seniority list"). In the case of multiple hires  
106 in the same academic year, the initial seniority placement by the District  
107 at the hiring date will determine unit member placement on this rotating  
108 list. This rotating seniority list will operate all semesters and sessions  
109 classes are offered, and will rotate every semester and session (for  
110 Winter/Summer sessions, a decision not to teach any classes available  
111 is a choice, and the unit member shall rotate to the bottom). All class  
112 selection choices must be in writing to apply to the semester/session.

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**c. Unit members may select assignments in any District-offered teaching modality for which they are qualified. Unit members' selections will be based on the schedule sent to department chairs by their area administrators and revised as needed as per the department's course selection process described below and in Article 21, up to a maximum of 60% or .60 FTEF in excess of a full-time instructional teaching load per semester. The area dean may approve an additional 7% or .07 FTEF due to irregular lecture/lab units or when an overload assignment exceeds 60%. Additional hourly/unit of pay assignments for the semester may be awarded with the approval of the unit member and Chief Instructional Officer or designee. A departmental process where the equitable distribution of annual load and hourly classes will be implemented can include (but is not limited to):**

**i. Each unit member, beginning with the senior member on the rotating seniority list in the first semester implemented, chooses one class in rotation until all unit members have reach annual load obligations. UOP/hourly classes will follow the same format. Unit members who are not provided with hourly classes due to lack of availability will have the first right of refusal among faculty on any added sections, based on their position on the rotating seniority list; for additional online sections, the unit member must be DE-certified to be eligible to teach DE courses (see Article 13).**

**ii. Each unit member submits their choices, and conflicts in scheduling will be determined by placement on the rotating seniority list. All unit members must make their contractual semester load before any full-time faculty member can have the opportunity choose available additional hourly classes.**

**iii. Any other process that all unit members in a department have agreed to that reflects equity in class choice and contractual load obligations being met before hourly classes are chosen or assigned.**

**iv. Selection of hourly/UOP classes shall follow the department's rotating seniority list and class selection process established for contractual load classes.**

**vi. The rotating seniority list will be distributed to all unit members in the department and a copy will be sent to the dean's office.**

**vii. Every three years, the class selection process shall be reviewed by the department and the area administrator for contractual load classes and hourly/UOP classes to ensure the current process meets the needs of the department, underrepresented minority students, low-income students, and part-time students. Any revisions to the class selection process shall follow the process described in Article 12.A.6.c, and must include written consent from all members of the department.**

**d. Notwithstanding the above, the District maintains the right of assignment to the extent authorized by law, and the Dean or appropriate administrator may make changes to any faculty assignment deemed to be in the best interests of students or the District.**

169  
170 **e. A violation of Article 12.A.6(a-c) above caused by unit members, is not**  
171 **subject to the grievance process.**  
172

173 **B5.** Irregular Loads and Load Balancing  
174

175 **1a.** All assignments in excess of 100% semester contractual load will be paid at the unit  
176 of pay rate (with the exception of those listed in 12.**E8** which will be paid hourly) in  
177 the semester they occur.  
178

179 **2b.** If a faculty member's contractual load does not total 100%, and the faculty member  
180 is teaching additional classes for unit of pay, a portion of their unit of pay contract  
181 will be used to balance the deficit.  
182

183  
184 **3c.** If a faculty member's contractual load does not total 100% in the fall or spring  
185 semester and the faculty member is not teaching additional classes for unit of pay,  
186 the district shall balance the load in the semester the under load occurs. Additional  
187 duties may be assigned by the district which may include but not limited to:  
188 curriculum development, new course preparation, ~~or~~ additional office hours, ~~Or~~ or  
189 an additional class **(or any combination of the above) within the unit member's**  
190 **minimum qualifications may be assigned by mutual agreement between the**  
191 **faculty member and the district.**  
192

193 **C69.** Units of Pay. When full-time faculty teach lab classes for hourly/units of pay, 1 lab unit (1  
194 student credit unit) equals 48-54 student contact hours and 54 hours of compensation.  
195 When full-time faculty teach lecture classes for hourly/units of pay, 1 lecture unit (1  
196 student credit unit) equals 16-18 student contact hours, and 18 hours of compensation.  
197

198 **D710.** Unit of Pay Contracts  
199

200 **1a.** When preparing load sheets and unit of pay contracts, lecture classes will be  
201 counted toward contractual load first, and then lab classes.  
202

203 **2b.** Unit of Pay contracts will be available for faculty to sign before the start of the  
204 semester or session.  
205

206 **E811.** When assignments are not part of a faculty member's contractual load, the following will  
207 be paid at the hourly rather than unit of pay rate:  
208

209 **1a.** Assignments that do NOT meet at regularly fixed dates and times

210 **2b.** Non-credit courses

211 **3c.** Lecture/lab courses with only partial lab hours assigned to the instructor

212 **4d.** Open lab courses

213 **5e.** Courses with multiple instructors (i.e.,: EMT, AJ, FT, Nursing, etc)

214 **6f.** **Cooperative Education Work Experience**

215 **7g.** Partial Course Assignments (replacements)

216 **8h.** Non-teaching assignments such as librarians, counseling, curriculum revision, and  
217 other assignments without regularly fixed hours and dates.

218 **9i.** Open lab courses where instructors are not assigned a specific class section.

219 **10j.** Other assignments as needed.  
220

221 **F912.** Scheduling of Fall and Spring Classes and the Assignment of Faculty  
222

223 **1a.** Full-time instructional faculty shall be assigned to the schedule without  
224 classification as to location, day, or evening program. The schedule should be



225 arranged so that the classes on a single day do not span a period greater than 12-8  
226 hours without permission, in writing, of the instructor. The Chief Instructional  
227 Officer of designee shall have the responsibility and authority to determine the  
228 scheduling of classes and the assignment of full-time faculty.  
229

230 **No unit member will be required to teach correspondence or CCAP courses**  
231 **unless necessary to make full load and no other class sections in which the**  
232 **faculty member is qualified are available at the main campus, online, or other**  
233 **District locations. Any additional work required on days outside the VVC**  
234 **calendar shall be compensated at 1/175 of their annual salary.**  
235

236 **2b.** Each department chair, in conjunction with the full-time faculty members in their  
237 department, will develop a class schedule, **as per Articles 21 and 12.A.6 above,**  
238 which must be approved by the CIO or **his/her their** designee.  
239

240 **3e.** The Office of Instruction will provide each department chair with correct scheduling  
241 materials and a scheduling production timeline, **once the yearly calendar is**  
242 **negotiated (Article 10). The Department Chair shall forward the schedule to**  
243 **all unit members within one working day (M-F) of receipt from the Office of**  
244 **Instruction.** The Department Chair in collaboration with the full-time faculty in  
245 **his/her their** department shall have twelve (12) working days to compile the  
246 department schedule, **as per Articles 21 and 12.A.6 above. Faculty shall**  
247 **choose their assignments during these twelve (12) working days.**  
248

249 i. **All District-offered modalities shall be available for unit members'**  
250 **selection, including non-credit, correspondence and CCAP courses,**  
251 **when practical.**  
252

253 ii. **Only DE-certified unit members are eligible for online/hybrid/remote/hy-**  
254 **flex sections (see Article 13).**  
255

256 **4d.** The Chair shall include full time faculty in the email submission of the schedule to  
257 the dean.  
258

259 **5e.** The department chair will be included in the email when the dean sends the  
260 approved schedule to the Office of Instruction. **Full-time Faculty** shall be  
261 guaranteed review of any changes to the recommended schedule by the dean  
262 and/or the Office of Instruction **and shall exercise their first right of refusal**  
263 **when classes are added, deleted, canceled or teaching modalities are**  
264 **changed** prior to the inputting of the schedule into the Colleague system, **as per**  
265 **Articles 21 and 12.A.6 above.**  
266

267 **6f.** Twelve (12) days after the department chair sends **his/her their** email, (see  
268 **12.F.4A.9.C**), the Department Chair will submit the schedule of classes, with full-  
269 time faculty names inserted, to the CIO or designee with a copy to the assigned  
270 faculty member(s).  
271

272 **7g.** See Article 20 for Winter and Summer Instructional Assignments. **Beginning Fall**  
273 **2024, all departments will have their equitable scheduling process in place**  
274 **(see Article 12.6), and this process will be carried over into Winter and**  
275 **Summer scheduling beginning Summer 2024. A copy of the department's**  
276 **current course selection process will be provided to all faculty members and**  
277 **the dean.**  
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279 **8h.** **Each unit member will meet individually with their dean to review their**  
280 **contractual load and UOP/hourly class assignment for Fall and Spring**

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

**G403.** 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.

<b><u>1a. Lecture/Teaching Lab Hours</u></b>		
<b>Hours Per Week</b>	<b>Semester Load</b>	<b>Annual Load</b>
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

292

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

<b>3e. Lab Hours</b>		
<b>Hours Per Week</b>	<b>Semester Load</b>	<b>Annual Load</b>
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

297  
298 The workload or Full-Time Equivalent Faculty (FTEF) is 1.00 or 100% per semester and  
299 may consist of lecture only, laboratory only, **reassigned time**, individualized instruction  
300 only, or any combination thereof. The following represents FTEF calculations rounded  
301 to the nearest thousandth:  
302

303 a. The FTEF for lecture is calculated by dividing the maximum total number of hours  
304 of the class for the semester as defined in the approved course outline by 270. For  
305 example, a course approved for 3 hours per week will have a maximum of 54  
306 hours. The workload is 0.20 or  $54/270 = 0.20$ .

307  
308 b. The FTEF for individualized instruction is calculated by dividing the total number  
309 of hours of the class for the semester as defined in the approved course outline  
310 by 324. For example, a course approved for 3 hours per week will have a  
311 maximum of 54 hours. The workload is 0.167 or  $54/324 = 0.167$ .

312  
313 c. The FTEF for laboratory is calculated by dividing the total number of hours of the  
314 class for the semester as defined in the approved course outline by 378. For  
315 example, a course approved for 3 hours per week will have a maximum of 54  
316 hours.

317  
318 c. The FTEF for laboratory is calculated by dividing the total number of hours of the  
319 class for the semester as defined in the approved course outline by 378. For  
320 example, a course approved for 3 hours per week will have a maximum of 54  
321 hours.

322  
323 d. The following is an example of calculation of workload for combined lecture and  
324 laboratory:

325 An instructor is teaching CHEM 100 (54 hours lecture, 108 hours lab), CHEM  
326 202 (54 hours lecture, 108 hours lab). The workload is

327  
328  
329 CHEM 100 = 0.486 or  $(\text{lec } 54/270 = 0.20) + (\text{lab } 108/378 = 0.286) = 0.486$ .

330  
331 CHEM 202 = 0.486 or  $(\text{lec } 54/270 = 0.20) + (\text{lab } 108/378 = 0.286) = 0.486$ .

332  
333 The total load is 0.972 FTEF or  $0.486 + 0.486 = 0.972$ .

334  
335 **H44.** Class Size

336  
337 **1A.** Minimum Class Size

338  
339 The following minimum class guidelines are to be followed during the regular  
340 academic year:

341  
342 **1) The minimum class size for all classes shall be twenty (20) at**  
343 **census. Exceptions may be made by the Chief Instructional**  
344 **Officer for reasons that shall include, but are not limited to:**

345  
346 **a) Required in a VVC certificate**

347 **b) A course in a sequence of advanced study**

348 **c) Limited by classroom/laboratory facilities**

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

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

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

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

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

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

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

**2B.** Maximum Course Size

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

**3C.** Class Stacking is prohibited.

- 401 a) Class stacking definition: The lecture or the lecture portion of  
402 two separate sections of the same course are scheduled at the  
403 same time, in the same room. Class stacking is voluntary; the  
404 district may not require any faculty member to stack classes.  
405  
406 b) No more than 2 sections of a lecture or lecture portion of a course  
407 may be stacked together.  
408  
409 c) Class stacking may be requested by the district or by individual  
410 faculty at any time in the scheduling process up to 10 days  
411 before the first day of the semester/session.  
412  
413 d) Class stacking is limited to lecture classes and correspondence  
414 (Justice Involved Education) courses. When a lecture course is  
415 stacked, faculty will receive additional load for the lecture portion  
416 of the class and all lab classes associated with the lecture will be  
417 compensated at the regular lab load rate or at the applicable  
418 hourly rate if the assignment is over 100% semester load.  
419  
420 e) When two sections are stacked, faculty will be paid 200/4 semester  
421 load for the first section and 15% semester load for the second  
422 section.  
423  
424 f) Examples:  
425  
426 3 units of lecture = 20% semester load\*  
427  
428 2 stacked sections = 35% semester load (20% + 15% additional  
429 semester load)  
430  
431 4 units of lecture = 26.6% semester load\*  
432  
433 2 stacked sections= 41.6% semester load (26.6% + 15% additional  
434 semester load)  
435  
436 \*15 units= 1000/4 semester load  
437  
438 g. All faculty teaching any honors course stacked to a non-honors  
439 course shall be compensated two (2) hours for each student  
440 enrolled at the hourly rate, up to five (5) students, for a maximum of  
441 ten (10) hours.  
442  
443 h. Class stacking does not include mirrored non-credit classes, leveled  
444 lab courses, performance courses nor cross-listed courses.  
445

446 **4D.** Number of Course Preparations

447  
448 An instructor can be assigned up to ~~seven-five (75)~~ **seven-five (5)** distinct course preparations  
449 per year. An instructor can voluntarily agree in writing to additional preparations.  
450 If the instructor is assigned more than ~~seven-five (5)~~ **seven-five (5)** preparations, he/she will be  
451 paid \$500 for each additional preparation. For the purposes of this section, a  
452 preparation shall be defined as a three (3) or more unit course. Courses with less

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

461 **5E.** Offices and Office Hours

462 **a1.** Faculty Offices

463  
464 The intent of the District and the Association is to provide each full-time  
465 faculty member with an office which reflects and supports their  
466 professional status **no more than 10 minutes' walk from their**  
467 **assigned classrooms.**

468  
469 **1a.** Full-time faculty will be provided with an **adequate** office  
470 which is safe, appropriately equipped, and physically  
471 accessible to all students, **and which can be accessed**  
472 **by the unit member during college hours at all**  
473 **locations operated by the District when practicable.**

474  
475 **a.** **Faculty shall notify campus police when**  
476 **practical, upon arrival on campus if they intend**  
477 **to access their office outside of college**  
478 **business hours at all locations controlled by**  
479 **the District.**

480  
481 **b.** **Heating and cooling controls may not be**  
482 **available outside of college hours.**

483  
484 **2e.** Where privacy and confidentiality are at issue, space will  
485 be available to assure privacy and confidentiality when  
486 needed **as close to the unit member's office as**  
487 **practical.**

488  
489 **3ed.** The District will identify new office space for use by  
490 department and will make assignments in collaboration with  
491 department full-time faculty to effectively provide services  
492 to students.

493  
494 **4de.** Storage space, outside of full-time faculty offices, will be provided  
495 as needed **as close to the unit member's office as practical.**

496  
497 **5ef.** Emeritus faculty will be provided with an office space to  
498 share for the purpose of doing District business.

499  
500 **6g.** **Unit members who cannot access their offices, mailboxes or**  
501 **other workspaces will immediately notify their area dean, and**  
502 **will be provided keys/keycards or other materials necessary**  
503  
504



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

509 **b2.** Office Hours

510 **1a.** Full-time faculty office hours are intended to allow students  
511 access to teaching faculty. These hours shall be scheduled  
512 to best meet the needs of students and approval by the  
513 Chief Instructional Officer **(CIO) or administrative**  
514 **designee** will be predicated upon this criterion.

515 **2b.** The Chief Instructional Officer **or designee** will provide each  
516 teaching full-time faculty member with written notification of the  
517 semester's teaching assignment. Once notification is received,  
518 full-time faculty will schedule and submit 250 minutes per  
519 week of office hours, except as noted below, using the form  
520 provided by the Chief Instructional Officer.

521 **a1)** Full-time faculty with more than five lab hours per  
522 week will schedule 200 minutes per week of office  
523 hours.

524 **b2)** Full-time faculty who have less than a full-time teaching  
525 load (including those full-time faculty with primarily non-  
526 instructional assignments) will schedule office hours on  
527 a pro rata basis.

528 **c3)** Unit members may elect to have online office  
529 hours, limited to a maximum of fifty minutes per  
530 **fully** online class, based on assigned load **if they**  
531 **are DE-certified (see Article 13).**

532 **3c.** The Chief Instructional Officer **or designee** will acknowledge,  
533 in writing, in a timely manner, the receipt of the teaching full-  
534 time faculty member's office hours schedule and also its  
535 approval **by the end of the first week of the Fall/Spring**  
536 **semester.**

537 **4d.** Once approved, full-time faculty members will post their office  
538 hours **at the location and in the syllabus** no later than **the first**  
539 **day the beginning of the second week** of instruction each  
540 semester, using the form provided by the Chief Instructional  
541 Officer.

542 **5e.** If a teaching full-time faculty member does not submit his/her  
543 office hours as indicated above, the Chief Instructional Officer  
544 **or administrative designee** will assign and post office hours  
545 which meet the needs of students and also will inform the  
546 instructor in writing.

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

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

**6F.** Intellectual Property Rights and Right to Claim Copyright

**A.** Works made for hire prepared by an employee within the scope of employment are deemed to have been prepared by and belong to the District for copyright and intellectual property purposes.

**B.** Intellectual property rights and the right to claim copyright belongs to the unit member when such material was created on the unit member's own time outside of the contracted workweek not part of or relating to assigned duties with the District, the project was not commissioned by the District, no payment, stipend, or release time was made, and no District resources were granted to the unit member for this purpose. Intellectual property applies to all materials created by a unit member, including, but not limited to, full courses, course materials, modules, textbooks, faculty-created content, streaming videos, tests, software, and any other tools, materials, or techniques that are used to support access to knowledge.

**C.** Responsibility for registration of copyright lies with the owner of the copyright.

**D.** Royalty distribution rights parallel ownership in copyright.

**1.** Unit members with full copyright ownership retain full royalty distribution rights.

**2.** The District with full copyright ownership retains full royalty distribution rights.

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

- 611
- 612 **1. All agreements shall be in writing.**
- 613
- 614 **2. One hundred percent of royalties or other profits will be**  
615 **distributed to reimburse the District and/or unit member(s)**  
616 **for documented expenses of creation and production of the**  
617 **material until all such documented expenses are completely**  
618 **reimbursed.**
- 619
- 620 **3. The remainder of any royalties or other profits will be**  
621 **distributed 50 percent to the District and 50 percent to the**  
622 **faculty member.**

623

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

628 **8G.** Syllabus Submission

629

630

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

635

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

638

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

647

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652 **ARTICLE 13**

653 **ONLINE DISTANCE EDUCATION INSTRUCTION AND COMPENSATION**

654

655 **A.** Intent

656

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

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

663  
664 All classes designated as “distance education” instruction shall be part of the  
665 department class selection process as per Article 12, and can be designated as  
666 contractual load classes or UOP/hourly classes. A list of all distance education  
667 sections will be provided to department chairs as practicable as part of the  
668 scheduling process and timeline.

669  
670 “Distance Education” instruction includes the following modalities and their  
671 specific impact on unit member working conditions, and full-time faculty teaching  
672 in these online modalities must be DE-Certified:

673  
674 1. Fully online/asynchronous – 100% online with no on-campus requirement,  
675 with the exception of proctored assessments in line with CCCCO and ACCJC  
676 guidelines for specific disciplines (e.g., Math).

677  
678 2. Hybrid – Asynchronous online with synchronous on-campus component.

679  
680 a. Hybrid Class: Instruction involving regular and effective online  
681 interaction for an equal portion of contact hours that takes place  
682 synchronously or asynchronously and is supported by materials and  
683 activities delivered in person and online through the college’s  
684 learning management system.

685  
686 This would include regular synchronously scheduled meetings for  
687 lectures, lab, or testing where the instructor and student are together.  
688 Any portion of a class delivered online must be equivalent to the  
689 amount of faculty-student in-person meeting time. The approved  
690 online portion must meet the regular and substantive interaction  
691 regulations. The class schedule indicates when and where the in-  
692 person meetings occur and how many hours must be completed  
693 online. Any scheduled or synchronous online meetings should also  
694 be included in the schedule of courses.

695  
696 b. Hybrid courses that contain lecture and lab requirements shall be  
697 split in the following way for contractual load: lecture can be held  
698 online, and count to online load requirements; lab sessions will be  
699 calculated as face-to-face load requirements. For example:

700  
701 i. A three (3)-unit physics class with one (1) hour of lecture and  
702 three (3) hours of lab per week shall be calculated as one (1)  
703 online hour of instruction and three (3) hours of face-to-face  
704 instruction.

705  
706 ii. A four (4)-unit biology class with two (2) hours of lecture and  
707 five (5) hours of lab per week shall be calculated as two (2)  
708 online hours of instruction and five (5) hours of face-to-face

709  
710 3. Remote – Online synchronous instruction with asynchronous online  
711 assignments and interaction outside of the remote/synchronous classroom.

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

714  
715 a. Remote classes taught by unit members may be conducted on  
716 campus or remotely (or a combination) using District or their own  
717 equipment and facilities. In consultation with the area administrator  
718 and the unit member, the VPI will determine the location remote  
719 classes will be taught (on campus or remotely, or a combination),  
720 except in emergency circumstances where the campus is closed,  
721 where remote sections will be taught off campus.

722  
723 Faculty approved for an offsite remote assignment are responsible  
724 for acquiring, maintaining, repairing, and replacing remote work  
725 equipment and ensuring that their equipment is in good working  
726 order and sufficient to meet the needs of the assignment.

727  
728 The District is required to reasonably maintain, repair and update  
729 necessary District equipment for unit members required to teach  
730 remote sections on campus. Necessary equipment for on-campus  
731 remote sections includes monitor, keyboard, webcam (or monitor-  
732 based camera), microphone and interactive software (i.e., Zoom  
733 capability, discipline-specific content as agreed upon by the  
734 Department Chair and Vice-President of Instruction or appropriate  
735 administrator), and hardware with the capacity to run essential  
736 remote class functions.

737  
738 b. Unit members must be DE-certified to teach remote classes unless  
739 the college is closed due to circumstances beyond its control (natural  
740 disaster, epidemics, etc.). Non-DE-certified unit members will be  
741 allowed to teach remotely in exigent circumstances at the discretion  
742 of the Chief Instructional Officer.

743  
744 c. If college equipment or internet fails during an on-campus remote  
745 class, the unit member shall immediately notify the Dean or  
746 appropriate onsite administrator. The unit member is not responsible  
747 to make up on-campus remote classes due to verified District  
748 equipment or internet failure without additional compensation.

749  
750 d. No filming or recording by the District will be allowed in remote  
751 classes without the unit member's written permission, and any  
752 recording of the unit member will be destroyed after the  
753 semester/session.

754  
755 4. Hy-flex (on-campus synchronous online at the days/times in the published  
756 college schedule). Hy-flex courses are defined as courses where the unit  
757 member is on campus, in a technologically-enabled classroom which  
758 contains synchronous in-person learning and distance learning.

759  
760 a. No unit member shall be required to provide their own equipment,  
761 internet, or other technical items for hy-flex classes.

762

763 **b. Unit members scheduled to teach hy-flex classes are not responsible**  
764 **for college technical failure, lack of internet service, or any other item**  
765 **which is the responsibility of the District to provide and maintain.**  
766 **Should technical failure occur, unit members teaching hy-flex**  
767 **courses are not required to conduct additional class meetings for**  
768 **remote students.**

769  
770 **c. No filming or recording by the District will be allowed in hy-flex**  
771 **classes without the unit member's written permission, and any**  
772 **recording of the unit member will be destroyed after the**  
773 **semester/session.**

774  
775 **d. All hy-flex classrooms will have posted information for unit members**  
776 **on immediate technical assistance from the District so instruction will**  
777 **not be negatively impacted by technical issues.**

778  
779 **e. In circumstances where the college is closed (natural disaster,**  
780 **epidemics, and similar), hy-flex classes may revert to online courses**  
781 **as determined by the Chief Instructional Officer.**

782  
783 **5. Correspondence Education:**

784  
785 **a. Correspondence Education means education provided through one**  
786 **or more courses under which the College provides instructional**  
787 **materials, by mail or electronic transmission, including examinations**  
788 **on the materials, to students who are separated from the instructor.**  
789 **Correspondence Education is not online, hybrid, hy-flex or remote**  
790 **instruction, and unit members do not need to be DE-certified to teach**  
791 **Correspondence Education courses. Correspondence Education**  
792 **courses are subject to the same limits as DE classes for full-time**  
793 **faculty load.**

794  
795 **b. Full-time faculty teaching correspondence sections shall complete all**  
796 **work and meetings related to these sections on campus in their**  
797 **assigned office or other campus workspace for the required unit**  
798 **hours of the course (e.g., a three-unit course would equal 3.4 hours**  
799 **on campus per section per week to reach the contact hours required**  
800 **for a 16-week course. Larger unit courses, or courses scheduled for**  
801 **shorter periods [8 weeks for 6.8 hours per week] would add time per**  
802 **week as needed, as any DE course).**

803  
804 **B. Training**

805  
806 **1. The District will provide appropriate technical and instructional support and when**  
807 **feasible, the District will provide appropriate rigorous and substantive**  
808 **training, in line with DE best practices and accreditation recommendations**  
809 **on a regular basis, as reflected in District guidelines and policies, including**  
810 **the most current and approved District Distance Education Plan.**

811  
812 **2. Faculty who have previously offered online/hybrid classes at VVC on or before**  
813 **August 27, 2018, or those who have gained the necessary training and experience**  
814 **on their own via VVC certification, or via an outside certification process are**

815 qualified to teach online/**hybrid/remote/hy-flex** classes if their training meets VVC  
816 Distance Education Certification Guidelines as outlined in the **current** Academic  
817 Senate Policy.  
818

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

826  
827 C. Scheduling

829 1. Classes may be offered **online/hybrid in all DE modalities** once the  
830 Curriculum Committee process has approved them for online delivery. **The**  
831 **Chief Instructional Officer or designee shall have the responsibility**  
832 **and authority to determine the scheduling of online/hybrid classes and**  
833 **the assignment of full-time faculty as per the scheduling processes in**  
834 **Articles 21 and 12.**

835  
836 2. When a new **online/hybrid DE** class is created, the instructor will submit the  
837 completed course template to the Distance Education Advisory Committee  
838 (DEAC) to **insure ensure** compliance with Accreditation Guidelines and any other  
839 applicable state and federal regulations before the class can be opened for  
840 registration.

842 **a.** Final decisions regarding course readiness will be made by the Office of  
843 Instruction with DEAC recommendations. **If the Chief Instructional**  
844 **Officer deems the course is not ready to launch, then the unit member**  
845 **will not teach this section in the DE modality until the Chief**  
846 **Instructional Officer recommends implementation in consultation**  
847 **with DEAC.**

848  
849 **b.** **The District and Association agree to continue to investigate and**  
850 **negotiate periodic review of all distance education courses once**  
851 **there is a specific and detailed plan in place from the District.**

852  
853 3. Each faculty member will be limited to 60% annual load **of distance education,**  
854 **as defined in Article 13.3A above, unless extenuating circumstances as**  
855 **determined by the District create a need to increase the current limit up to a**  
856 **full load. Only the online portion of hybrid courses will count towards the 60%**  
857 **maximum. Each faculty will spend a minimum of 40% of load teaching in**  
858 **person.** Additional **online distance education** classes may be offered hourly.

859  
860 **46.** All classes offered **online/hybrid in any DE modality as outlined above** will  
861 utilize the District's online instructional system for primary contact with students.

862  
863 D. Class Size

864  
865 1. Online class enrollment will be limited to a maximum of **350** students.  
866

- 867 2. Over-enrolled Classes  
 868  
 869 a. An overenrolled class is a class that is allowed by the CIO and agreed to  
 870 by the faculty member to enroll more students than the maximum class size  
 871 set by Article 13.C.1 above.  
 872  
 873 b. Upon first census, the District will calculate the hourly rate for  
 874 over- enrollment and will prepare a contract using Table 1  
 875 below.  
 876  
 877 c. Over-enrollment will be compensated at the prevailing hourly or unit of pay  
 878 rate and will not be counted as load according to Table 1 below.  
 879

880 TABLE 1

881 <u>Class Size</u>	881 <u>Percentage of Hourly Rate</u>
882 <del>31-38-36-43</del>	882 25%
883 <del>39-45-44-51</del>	883 50%
884 <del>46-52-52-59</del>	884 75%
885 <del>53-60 60</del>	885 100%

- 886  
 887 **d. Over-enrollment compensation will be posted on the faculty**  
 888 **member's pay warrant in a timely manner in accordance with**  
 889 **applicable law. Payment is contingent upon the District distributing**  
 890 **all required documents to the unit member by the end of the first week**  
 891 **of the semester/session, and payroll receiving all required and**  
 892 **completed documents timely within the established payroll schedule**  
 893 **timelines.**  
 894

895 E. Office Hours

896  
 897 Unit members may elect to have online office hours, limited to a maximum of fifty  
 898 minutes per online distance education class, based on assigned load;  
 899 **correspondence education is not included in online office hours. Due to the**  
 900 **specific requirements for correspondence courses and the quick turnaround for**  
 901 **instructor-student/student-instructor mediated contact, correspondence office**  
 902 **hours will be held in the full-time faculty member's office and will be dedicated**  
 903 **solely to correspondence students and work. Correspondence office hours will**  
 904 **be 50 (fifty) minutes per correspondence section, and will not appear in full-time**  
 905 **faculty syllabi as open to all students, but shall be submitted to the area**  
 906 **administrator.** Online office hours will be established in accordance with the process  
 907 found in Article 12. **HD. b2** of the Agreement. All office hours, both onsite and online,  
 908 must be posted **with an appropriate hyperlink** and available to all students.  
 909

910 F. Proprietary Rights

911  
 912 **The District recognizes that the faculty have an intellectual property right in all**  
 913 **their online distance education class offerings regardless of modality. Therefore,**  
 914 **the District will not require that any faculty member make available to any other**  
 915 **faculty member any of their intellectual property for the purpose of creating an**  
 916 **online class.**  
 917

918 G. **OnlineDistance Education** Classes as Part of Faculty Evaluation



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

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**ARTICLE 14:  
NON-INSTRUCTIONAL ASSIGNMENTS**

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

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

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

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

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**G. Counselors**

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

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

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

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

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

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

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

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

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

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

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

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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 20  
SUMMER AND WINTER INSTRUCTIONAL ASSIGNMENTS**

**All timelines subject to calendar negotiation as per Article 10.**

A. Winter and Summer Selection Procedures

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

1137 department schedule. Faculty shall choose their assignments during these  
1138 twelve (12) working days.

1139  
1140 **34.** The Chair shall include full time faculty in the email submission of the schedule to  
1141 the dean.

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1143 **45.** The department chair will be included in the email when the dean sends the  
1144 approved schedule to the Office of Instruction. Full-time Faculty shall be  
1145 guaranteed review of any changes to the recommended schedule by the dean  
1146 and/or the Office of Instruction ~~exercise their first right of refusal~~ when classes  
1147 are added, deleted, canceled or teaching modalities are changed prior to the  
1148 inputting of the schedule into the Colleague system, as per Articles 21 and 12.

1149  
1150 **56.** If there is a conflict between full-time faculty members for Summer/Winter class  
1151 selection, the Department Chair will contact each faculty involved and seek a  
1152 resolution. If the conflict cannot be resolved within the discipline, the Vice-  
1153 President of Instruction or designee (see Article 20.A.7 below). The seniority  
1154 list only be used to will resolve the conflicts.

1155  
1156 ~~**7.** A single faculty rotating seniority list will be developed by the Department~~  
1157 ~~Chair for each discipline in his/her department. The list will be based on the~~  
1158 ~~District academic seniority list provided by Human Resources. The list will~~  
1159 ~~be used for both summer and the winter sessions. The list will be updated~~  
1160 ~~yearly by the Department Chair and given to the area administrator by~~  
1161 ~~October 1. Example:~~

1162

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

1163  
1164 The person at the top of the list, after having his/her  
1165 choice of assignment in both winter and summer of the  
1166 same calendar year, will move to the bottom of the list on  
1167 August 30.

1168  
1169 ~~**87.** All full-time faculty members will be placed on the rotating seniority list in~~  
1170 ~~the discipline where the majority of his/her regular contract load resides.~~  
1171 ~~When a full-time faculty load is 50/50, the full-time faculty member will select~~  
1172 ~~the discipline in which he/she will rotate. Faculty members may choose~~  
1173 ~~classes in secondary disciplines only after all other full-time members on the~~  
1174 ~~discipline's rotating seniority list have chosen, and before part-time faculty~~  
1175 ~~are offered assignments.~~

1176 [Not necessary. See Art. 20.1 above.]

1177  
1178 **986.** Twelve (12) days after the department chair sends his/her their email, (see 20.A.3  
1179 above), the Department Chair will submit the schedule of classes, with full-time  
1180 faculty names inserted, to the CIO or designee with a copy to the assigned faculty  
1181 member(s).

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

B. Winter and Summer Session Compensation

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

Victor Valley Community College District

Victor Valley College Faculty Association



Monica Martinez

*Todd Scott*

Todd Scott

  
David Gibbs (Feb 27, 2024 14:49 PST)

David Gibbs

  
Tracy Davis (Feb 27, 2024 16:49 PST)

Tracy Davis

*Daniel Vecchio*

Daniel Vecchio

  
Jarom Viehweg (Feb 28, 2024 11:04 PST)

Jarom Viehweg

  
Peter Francev (Feb 28, 2024 12:24 PST)

Peter Francev

*Jennifer Fowlie*

Jennifer Fowlie











# TA-Art-12-FT-Instruct-13-OnlineDE-14-Non-Instruct-20-Summer-Assignment-2024-02-22-revised

Final Audit Report


2024-02-28


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**TENTATIVE AGREEMENT  
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE VICTOR VALLEY COLLEGE FACULTY ASSOCIATION  
September 21 ,2023**

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

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

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

[All timelines in this article are subject to calendar negotiations as outlined in Article 10 of this agreement.](#)

A. Probationary Faculty Evaluations for Tenure

1. Purpose

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

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

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

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

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

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

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

b. Within the first month **of the first academic year** of employment, the evaluation committee will meet with the new full-time faculty member to describe the evaluation procedures and review timelines. **If a contract faculty member's service as a probationary employee begins during the spring semester, the faculty member shall be evaluated in that spring semester. However, because their service during that academic year does not count as their first contract year for the purposes of tenure review, they shall receive a first-year evaluation during the following fall semester. All other contract faculty members shall receive their first-year evaluation during the fall semester of the academic year during which they first served as a probationary employee.** [\[Educ. Code § 87605; 87664\(a\).\]](#)

c. ~~**The committee will provide a written summary evaluation to the probationary full-time faculty member and will meet with him/her to provide recommendations and guidance on improvements and teaching skills.**~~

d. Prior to the final meeting **of the semester**, the probationary full-time faculty member will submit ~~his/her~~**their** self-evaluation, and the ~~dean~~**appropriate administrator** will provide student evaluations to the evaluation committee.

e. By the last week of the first semester of employment, the committee will meet with the probationary faculty member to provide an in-depth evaluation of performance and a recommendation regarding tenure, **and recommendations and**

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

- 110
- 111 f. The committee will forward its recommendation to the  
112 appropriate administrator for action and then to the  
113 President for board action.
- 114
- 115 g. The probationary evaluation review process will take place  
116 each year for the first four years of employment. In the  
117 second, third and fourth years the probationary procedures will  
118 be identical to the first year.
- 119
- 120 **h. Full-time probationary faculty shall be provided all copies**  
121 **of evaluation materials, including, but not limited to,**  
122 **aggregated student evaluations, peer observations, etc.,**  
123 **no later than the end of the current evaluation cycle.**

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125 3. Evaluation Components

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127 Evaluation components will include the following:

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

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135 a. Full-Time Faculty Self-Evaluation

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

- 144
- 145 1) Improvement of Instruction
- 146 a) Course revisions
  - 147 b) Improvement in teaching technique and procedure
  - 148 c) Contributions to department and program  
149 development.
  - 150 d) Instructional development and improvement  
151 efforts, including, participation in developing,  
152 assessing, planning, evaluating, maintaining  
153 student learning outcomes and, when applicable,  
154 program learning outcomes, **and a description of**  
155 **how the unit member uses the results of the**

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

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

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

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

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

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4) Goals and Plans for the Future

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

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

b. Student Evaluations

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

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

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

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

c. Peer Review and Evaluation (non-tenured)

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

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

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

269  
270 **Librarians, Work Experience faculty and any other**  
271 **non-instructional full-time faculty member shall**  
272 **collaborate with their area administrator and tenure**  
273 **committee on authentic and appropriate peer**  
274 **observations.**  
275

- 276 3) By the end of the first semester of employment, the  
277 probationary full-time faculty member will submit  
278 ~~his/her~~**their** self-evaluation, and the **dean-appropriate**  
279 **administrator** will provide student evaluations to the  
280 peer review committee. **Each committee member shall**  
281 **conduct an observation.**  
282
- 283 4. After appropriate review and observation, the committee  
284 **chair** will prepare a narrative review to include the  
285 following:  
286 • Current knowledge, understanding and competence in  
287 their discipline;  
288 • Knowledge and application of appropriate teaching  
289 techniques;  
290 • Teaching style appropriate to course and students;  
291 • Ability to work with fellow faculty in a considerate,  
292 cooperative, and ethical manner;  
293 • Professional development activities; and  
294 • Professional activities.  
295
- 296 5) The narrative review shall be submitted to the  
297 appropriate administrator to meet necessary timelines.  
298 See flow chart, Appendix E-1.  
299

300 d. Evaluation Committee Review and Administrative Action  
301

- 302 1) By the last week of the first semester of employment,  
303 the evaluation committee will meet with the  
304 probationary faculty member to provide an in-depth  
305 evaluation of performance and a recommendation  
306 regarding tenure. The faculty chairperson will write a  
307 summary of the meeting limited to information  
308 discussed and the student and self-evaluations.  
309



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

314  
315 **3) Mid-Year Hires**

316  
317 **Faculty hired at mid-year will begin the evaluation**  
318 **process in the spring semester.**

319  
320 B. Tenured Full-Time Faculty Evaluations

321  
322 1. Purpose

323  
324 The intent of this periodic review for tenured full-time faculty is to  
325 recognize, encourage, and support professional accomplishments and  
326 growth within their discipline; coordinate full-time faculty effort within the  
327 department, division, and college to most effectively address  
328 department and college goals; and to provide information, advice, and  
329 guidance to individual full-time faculty on direction and effort.

330  
331 2. Timelines [See flow chart, Appendix E-2]

332  
333 a. Each tenured full-time faculty member will be reviewed once every  
334 three years. The review process shall be initiated by the area  
335 administrator **in by the last working day of** October of the review  
336 year and completed by June **10** of that academic year. **If the**  
337 **evaluation process is not initiated by the last working day of**  
338 **October, the tenured faculty member will be evaluated in the**  
339 **Spring semester. The review process shall be initiated by the**  
340 **area administrator by the last working day of March and**  
341 **completed by December 10 of the next academic year, and**  
342 **shall follow the evaluation process as noted in 15.B (e.g.,**  
343 **student evaluations in the Spring semester, and final**  
344 **submissions and meetings in Fall semester).**

345  
346 b. The full-time faculty member will select one peer reviewer with the  
347 agreement of administration. More than one peer reviewer may be  
348 selected. If appropriate for the discipline, a representative from  
349 business or industry may be included as a peer reviewer.

350  
351 c. By the end of the first semester, the area administrator will provide  
352 the results of student evaluations to the peer reviewer(s).

353  
354 d. The review process must be completed by June **10**.

355  
356 **e. Full-time tenured faculty shall be provided all copies of**  
357 **evaluation materials, including, but not limited to, aggregate**  
358 **student evaluations, peer observations, etc., no later than the**  
359 **end of the evaluation cycle.**

360  
361 3. Evaluation Components

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

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

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

1) Improvement of Instruction

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

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

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

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

2) Professional Service and Development

- 414 a) Membership and service to professional  
415 organizations  
416 b) Participation in workshops and conferences  
417 c) Professional presentations and publications,  
418 **including diversity, equity, inclusion, access,**  
419 **anti-racism, and anti-sexism themed activities.**  
420

421 3) Service

- 422 a) College committees and services, **as outlined in**  
423 **Article 12**  
424  
425 b) Community service relying on professional  
426 competence  
427  
428 **c) Participation in diversity, equity, inclusion,**  
429 **access, anti-racism, and anti-sexism activities,**  
430 **including those connected to the activities**  
431 **outlined in Article 12**  
432  
433

434 4) Goals and Plans for the Future

- 435  
436 **a) How the faculty member plans to contribute**  
437 **to the college and to their department over**  
438 **the next three years**  
439  
440 **b) Any challenges seen in the future that need to**  
441 **be addressed, and resources needed to meet**  
442 **challenges, including implementing more**  
443 **diverse, equitable and inclusive elements into**  
444 **curriculum, classrooms (virtual and face-to-**  
445 **face), and college service**  
446

- 447 **5)** It is the individual full-time faculty member's  
448 responsibility to prepare, assemble, and deliver the self-  
449 evaluation material to peer reviewer and their **dean**  
450 **appropriate administrator.**  
451

452 b. Student Evaluations

453  
454 By the end of the first semester, the **dean-appropriate**  
455 **administrator** will provide student evaluations to the peer  
456 reviewer(s). Student evaluations will be conducted using the form  
457 approved by the Faculty Association and District and will follow a  
458 procedure ensuring student confidentiality.  
459

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

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

469  
470 ii. Full-time faculty teaching DE courses will have their  
471 student evaluations distributed electronically via the  
472 college's course management system.

473  
474 iii. In circumstances where the college is forced to work  
475 remotely, and this impacts the student evaluation  
476 timeline, student evaluations will be distributed  
477 electronically via the college's course management  
478 system. (Appendices E-3, E-4, E-5)

479  
480 c. Peer Review

481  
482 1) Peer Reviewer(s) Selection and Service

483  
484 a) One full-time faculty peer reviewer will be  
485 selected by the full-time faculty member being  
486 reviewed with the agreement of administration.  
487 More than one peer reviewer may be selected. If  
488 appropriate for the discipline, a representative  
489 from business and industry may be included as  
490 a peer reviewer.

491  
492 b) Full-time faculty service as a peer reviewers will  
493 be voluntary and will be rendered as  
494 representatives of the District. As such, they will  
495 be represented and protected by the District in the  
496 event of any litigation resulting from the evaluation  
497 process.

498  
499 c) The peer reviewer(s) will meet as needed with the  
500 full-time faculty member being reviewed to discuss  
501 the student and self-evaluations and to discuss  
502 the peer evaluation assessments.

503  
504 d) Non-instructional faculty observations shall  
505 reflect authentic and appropriate peer reviews.

506  
507 Counselors shall have the choice of one-on-  
508 one or group counseling sessions observed;  
509 alternatively, a Guidance or similar teaching  
510 assignment can be observed.

511  
512 Librarians, Work Experience faculty and any  
513 other non-instructional full-time faculty  
514 member shall collaborate with their area  
515 administrator and peer reviewer on authentic  
516 and appropriate peer observations.

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c) Summary Meeting

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

Victor Valley Community College District



Monica Martinez



Todd Scott

Victor Valley College Faculty Association

  
David Gibbs (Oct 5, 2023 10:59 PDT)

David Gibbs

  
Tracy Davis (Oct 10, 2023 13:52 PDT)

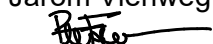
Tracy Davis



Daniel Vecchio

  
Jarom Viehweg (Oct 11, 2023 11:08 PDT)

Jarom Viehweg

  
Peter Francev (Oct 11, 2023 13:47 PDT)

Peter Francev












# TA-Article 15 Evaluations 9.21.23















Final Audit Report

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**TENTATIVE AGREEMENT  
BETWEEN VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE VICTOR VALLEY COLLEGE FACULTY ASSOCIATION  
November 2, 2023**

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

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

**ARTICLE 18  
VOLUNTARY REASSIGNMENT**

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

- A. Definition of voluntary reassignment: A reassignment is defined as a change from one position to a different position within the bargaining unit.
1. Notice of newly created or vacant full-time faculty position openings: The District shall distribute written notification of position openings, giving specific details of the position(s).
  2. Application process: Full-time faculty members may request a voluntary reassignment by submitting a written application for an open position with the Office of Human Resources within ~~ten~~ **seven** (~~107~~) working days of the initial distribution.
  3. Only full-time faculty members meeting the minimum qualifications/equivalency of the position will be considered for reassignment.
  4. Department members may participate in the selection process and are encouraged to provide input to the Area Administrator or designee.
  5. The Area Administrator or designee has the right to request that the position be opened externally.

B. Definition of non-instructional assignments:

1. **Program Directors**

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



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

- 58
- 59 a. Administration of Justice
- 60 b. Nursing
- 61 c. Emergency Medical
- 62 d. Fire Technology
- 63

64 2. Grant Collaborators

65

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

77

78 23. Facilitators

79

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

88

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

92

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

100

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

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

107  
108 Facilitator positions left unfilled by the last working day of May shall  
109 be posted a second time for full-time faculty interest. If no full-time  
110 faculty member applies for a facilitator position by the end of the  
111 Spring semester, then the District can take other steps to fill the  
112 position as permitted by law.

113  
114 Facilitators will be compensated in four equal installments each  
115 semester with a stipend based on the assigned hours multiplied by  
116 the current applicable hourly/unit rate (Appendix C) or via reassigned  
117 time. Reassigned time shall only be available upon approval by the  
118 Vice President of Instruction. Full-time faculty will have ten working  
119 days from the day the job is posted to apply via a letter of interest to  
120 the appropriate administrator.

121  
122 For facilitator work in Summer and Winter sessions, current  
123 facilitators may request approval for additional hours to complete  
124 work, not to exceed 10 hours per week at the full-time faculty  
125 member's current hourly rate. A letter from the full-time faculty  
126 facilitator detailing the rationale for Summer and Winter facilitator  
127 compensation shall be submitted to the Vice President of Instruction  
128 no later than mid-May for Summer sessions, and mid-November for  
129 Winter sessions. Facilitators who work Summer and Winter sessions  
130 will be compensated in two equal installments each session with a  
131 stipend based on the assigned hours multiplied by the current  
132 applicable hourly/unit rate (Appendix C). No facilitator will be  
133 required to work in Winter/Summer sessions.

134  
135 If required by state and federal agencies or for compliance to  
136 accreditation standards the following facilitator positions shall be offered  
137 each year:

- 138  
139 a. Curriculum  
140 b. Distance Education  
141 c. Program Review  
142 d. Student Learning Outcomes & Assessment  
143 e. Articulation Officer

144  
145 If required by state and federal agencies or for compliance with the  
146 Student Success Initiative, the following facilitator positions shall be  
147 offered each year:

- 148  
149 a. Writing Center  
150 b. Communications Center  
151 c. Math Lab  
152 d. Library  
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The following facilitator positions may be offered at the discretion of the District each year:

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


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

**34.** Ad Hoc Assignments


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

Victor Valley Community College District


Victor Valley College Faculty Association

  
\_\_\_\_\_  
Monica Martinez

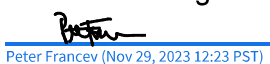
  
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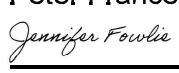
  
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Daniel Vecchio

  
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Jennifer Fowlie












# TA-Article18 Voluntary Reassignment 11.2.23















Final Audit Report

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2023-11-29 - 8:22:51 PM GMT- IP address: 207.233.102.37
-  Signer peter.francev@vvc.edu entered name at signing as Peter Francev  
2023-11-29 - 8:23:22 PM GMT- IP address: 172.226.186.8
-  Document e-signed by Peter Francev (peter.francev@vvc.edu)  
Signature Date: 2023-11-29 - 8:23:24 PM GMT - Time Source: server- IP address: 172.226.186.8
-  Agreement completed.  
2023-11-29 - 8:23:24 PM GMT



# TA-Article18 Voluntary Reassignment 11.2.23

Final Audit Report

2024-01-24

Created:	2024-01-24
By:	Violeta Topete (Violeta.Topete@vvc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMLmuGZqH5kRHIY2k93MAkwoOBL6DAuDN

## "TA-Article18 Voluntary Reassignment 11.2.23" History

-  Document created by Violeta Topete (Violeta.Topete@vvc.edu)  
2024-01-24 - 5:52:50 PM GMT- IP address: 207.233.102.21
-  Document emailed to Jennifer Fowlie (jennifer.fowlie@vvc.edu) for signature  
2024-01-24 - 5:53:07 PM GMT
-  Email viewed by Jennifer Fowlie (jennifer.fowlie@vvc.edu)  
2024-01-24 - 10:09:47 PM GMT- IP address: 104.47.56.126
-  Document e-signed by Jennifer Fowlie (jennifer.fowlie@vvc.edu)  
Signature Date: 2024-01-24 - 10:10:04 PM GMT - Time Source: server- IP address: 47.41.18.236
-  Agreement completed.  
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**TENTATIVE AGREEMENT  
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE VICTOR VALLEY COLLEGE FACULTY ASSOCIATION  
June 30, 2023**

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

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

**ARTICLE 19  
HIRING-SEARCH COMMITTEE ACTIVITIES**

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

Victor Valley Community College District



Monica Martinez

*Todd Scott*

Todd Scott

Victor Valley College Faculty Association

  
Tracy Davis (Aug 16, 2023 13:39 PDT)

Tracy Davis

  
David Gibbs (Aug 16, 2023 16:30 PDT)

David Gibbs

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*Michael Butros*

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Michael Butros

*Daniel Vecchio*

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Daniel Vecchio

*Jarom Viehweg*

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Jarom Viehweg (Aug 21, 2023 10:01 PDT)

Jarom Viehweg

*Peter Francev*

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Peter Francev (Aug 21, 2023 18:34 PDT)

Peter Francev



# TA-Article19 Search Committee Activities











## 6.30.23

Final Audit Report

2023-08-22

Created:	2023-08-14
By:	Violeta Topete (Violeta.Topete@vvc.edu)
Status:	Signed
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## "TA-Article19 Search Committee Activities 6.30.23" History

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-  Document e-signed by Monica Martinez (Monica.Martinez@vvc.edu)  
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Signature Date: 2023-08-16 - 8:39:58 PM GMT - Time Source: server- IP address: 47.156.196.174

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2023-08-16 - 11:23:14 PM GMT- IP address: 96.41.60.224

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2023-08-21 - 4:34:12 PM GMT- IP address: 104.47.56.126

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Signature Date: 2023-08-21 - 5:01:36 PM GMT - Time Source: server- IP address: 47.156.249.125

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2023-08-21 - 5:01:38 PM GMT

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2023-08-22 - 1:32:25 AM GMT- IP address: 47.151.60.194

 Signer peter.francev@vvc.edu entered name at signing as Peter Francev

2023-08-22 - 1:34:18 AM GMT- IP address: 47.151.60.194

 Document e-signed by Peter Francev (peter.francev@vvc.edu)

Signature Date: 2023-08-22 - 1:34:20 AM GMT - Time Source: server- IP address: 47.151.60.194

✔ Agreement completed.

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**TENTATIVE AGREEMENT  
BETWEEN VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE VICTOR VALLEY COLLEGE FACULTY ASSOCIATION**

**December 14, 2023**

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

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

**ARTICLE 21:  
DEPARTMENTS**

**All timelines subject to calendar negotiation as per Article 10.**

**A. Department Organization**

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

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

[Footnote to Article 21.]

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

**B. Program Directors**

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

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

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

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

C. Department Chair Election (Single Discipline Departments)

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

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**65.** In the event that there is no consensus regarding a voting method, voting shall be by written, secret ballot (written proxy votes are accepted) done via the Association's secure voting system, and following the Association's election process. All ballots shall list the names of the candidates via CTA's alphabetical order found in the elections manual for that year in lottery order, and shall provide a space for a "write-in" candidate. Tabulation shall be presided over by an officer of the association and an administrator if requested by a member of the department.

**76.** Elections will be held by April 1 (or the first working day in April) and the department chair shall take office on June 15 the first day of the Summer session.

**87.** The presiding department chair or program director is considered a voting member. Ties will be broken by lot.

**98.** In the event of no interest resulting in no chair being elected, the department will be given 10 days to resolve the situation, i.e., elect a chair. Failure for the department to elect a chair will result in the CIO or CSSO moving the department under another department with a department chair until department members can reach agreement area dean temporarily taking over the department chair duties unless a temporary chair is elected. In the following semester, the department shall reconvene and repeat the nomination and election process outlined in Article 21.B above.

Appropriate pay will be granted to the department chair after the departments have been merged for 10 or more days.

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

**CD.** Department Chair Elections (Multiple Discipline Departments)

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

1. The department chair term shall be two years. At the end of the two-year term, election of a new department chair from another discipline shall be conducted, as per the process outlined in Article 21.B above. If there is no interest from other disciplines, the current department chair can run again, and if there are multiple full-time faculty interested, the election shall be conducted as per Article 21.B. Beginning in the spring of 2012, eEach multiple discipline department will create an alphabetical discipline rotation list. Every two years the discipline at the top of the list will rotate to the bottom.

2. At the start of each election cycle only faculty from the discipline at the top of the rotation list are eligible to run for department chair. Members of the department may elect a department chair from the slate of candidates from the discipline at the top of the rotation list by consensus or per the process outlined in Article 21.C.5-7 above.

3. In cases where the discipline has only one full-time faculty member, that faculty member will automatically become the department chair, unless he or she they does not wish to serve. If there is no department chair, then the process outlined in Article 21.B.8 will apply. When no member of the discipline at the top of the discipline rotation list wishes to serve as department

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

162  
163 **34.** In the event there is no interest from any discipline in the department, resulting in no chair being  
164 elected, the department will be given 10 days to resolve the situation, i.e., elect a chair. Failure  
165 for the department to elect a chair will result in the ~~CIO or CSSO moving the department under~~  
166 ~~another department with a department chair until department members can reach~~  
167 ~~agreement area dean temporarily taking over the department chair duties unless a~~  
168 ~~temporary chair is elected for the remainder of the term. In the following semester, the~~  
169 ~~department shall reconvene and repeat the nomination and election process outlined in~~  
170 Article 21.B above.

171 Appropriate pay will be granted to the department chair after the departments have been  
172 merged for 10 or more days.

173  
174 **45.** If the department chair position is vacated prior to the end of the term, an election for an interim  
175 department chair shall be held within 30 days (within the 175-day academic calendar) of the  
176 announcement of the vacancy, following all of the procedural steps outlined in 21.CD.2 above  
177 for election. The interim department chair shall serve the remainder of the term of office of the  
178 department chair replaced, and the interim chair is eligible for their own two consecutive  
179 terms if elected.

180  
181 **56.** A full-time faculty member will vote only in the discipline where the majority of his/her regular  
182 contract load resides. When a full-time faculty assignment is 50/50, the full-time faculty member  
183 will select in which discipline he/she will vote. ~~Associate (part-time) F~~full-time faculty members  
184 teaching on an hourly or overload basis in another department will not be voting members.

185  
186 The results of the election shall be forwarded to the immediate supervisor, who will forward  
187 the results to the chief instructional officer or chief student services officer.

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

190  
191 1. The department chair, ~~or program director~~, may resign at any time. His/her Their written  
192 resignation shall be submitted to the immediate supervisor no less than fifteen (15) working  
193 days prior to the effective date of resignation, whenever practical.

194  
195 2. Any time after having served one (1) full semester as department chair ~~or program director~~,  
196 50% of the voting faculty members of the department or program may petition for a new election.  
197 Every effort will be made to elect a new chair from the same discipline, if this is not  
198 possible, the discipline department chair rotation process will be used.

199  
200 3. The new election petition shall be presented to the ~~a~~Association president and the immediate  
201 supervisor of the department chair ~~or program director~~, who will jointly conduct a new election  
202 within ten (10) working days of receipt of the petition.

203  
204 **4.** The Superintendent/President may remove a department chair from their assignment  
205 as chair for one of the following reasons:

206  
207 a. Any of the formal causes for discipline specified in Education Code Section 87732  
208 or 87735, provided the chair has been given written notice of the reason  
209 supporting the removal and an opportunity to respond.

210  
211 b. Unsatisfactory service as department chair as reflected in two evaluations of the  
212 chair's performance within two consecutive department chair election cycle terms

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

215  
216 c. A majority vote of the faculty in the department who completed the evaluation in  
217 that capacity conducted pursuant to Article 21.J.

218  
219 d. If a department chair is removed any time outside of the contractual department  
220 chair election cycle they will be given an assignment if needed to complete their  
221 load. In such circumstances, a temporary chair shall be elected by the department  
222 in line with the process in Article 21. C-D upon removal of the current department  
223 chair by the Superintendent/President. The temporary chair may be elected as  
224 permanent chair as applicable as per Article 21.C-D.

225  
226 F. Absence of the Department Chair or Program Director

- 227  
228 1. If the department chair or program director is expected to be absent for more than fifteen (15)  
229 consecutive working days, but less than one (1) semester due to illness, leave of absence, or  
230 any other reason, a temporary interim department chair or program director shall be elected  
231 to replace the department chair or program director until the originally elected department chair  
232 or program director can resume his/her their duties using the election procedures in Article  
233 21.B section 1 or Article 21.C, sections 3, 4, 6, 7 and 8.
- 234  
235 2. If the department chair or program director is expected to be absent for more than one (1)  
236 semester due to illness, leave of absence, sabbatical leave, or any other reason, the position will  
237 be considered vacant and an election to replace the department chair or program director  
238 for the remainder of his/her their term shall occur using the election procedures in Article 21.B  
239 section 1 or Article 21.C, sections 3, 4, 6, 7 and 8.

240  
241 G. Temporary Chairs

242  
243 When a department with only one full-time faculty member does not have a chair due to retirement,  
244 no interest by current department members, or other unplanned or unforeseen circumstances, the  
245 district may:

- 246  
247 1. Offer a chair of another department a temporary chair position in the department with the  
248 vacancy.
- 249  
250 2. If no other chair is willing to accept this assignment, the district may offer a temporary chair  
251 position to a full-time faculty member in a reasonably like comparable department/discipline,  
252 in the same school/division.
- 253  
254 3. If no chairs and no full-time faculty members are willing to accept this assignment, the chair  
255 duties for the department will be assigned to the division dean.
- 256  
257 4. If no chairs, no full-time faculty, and no adjunct faculty are willing to serve as temporary  
258 chair of the department with the vacancy, the chair duties for the department will be  
259 assigned to the division dean.
- 260  
261 5. Temporary Department Chair Duties: Temporary chairs will fulfill all of the duties outlined in  
262 Article 21: Departments, with the exception of program review and SLO development. In  
263 instances where the department is slated for program review and the temporary chair is  
264 not qualified to write program review for that discipline, the district will seek an adjunct  
265 faculty in the discipline to complete the program review. Temporary chairs may voluntarily



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

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

H. Compensation

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

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

\* See below

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

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

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

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

- 307  
308 **5.** Chairs will be paid 1/175 of their regular base pay per day. Compensation will be made in four  
309 installments on February 1, March 1, August 1 and September 1 based on days worked outside  
310 the regular academic calendar prior to that pay period. No department shall be greater than 43  
311 FTEF unless approved by the vice president of Instruction and the president of the aAssociation.  
312

313 I. Duties and Responsibilities

- 314  
315 1. The department chair ~~or program director~~, under the supervision of a dean or first- level  
316 administrator, is responsible for providing leadership on behalf of the department to the district.  
317 While the department chair ~~or program director~~ is a faculty member and does not have the  
318 authority to supervise, evaluate, or discipline other faculty, the department chair ~~or program~~  
319 ~~director~~ does have the responsibility to carry out policies and procedures formulated by the  
320 district, department, or program and ~~give direction to coordinate with~~ classified personnel  
321 within the department. Additionally, the department chair ~~or program director~~ is responsible to  
322 report unresolved problems or violations of the district to the appropriate manager.  
323

- 324 2. Meetings: Department chairs will hold meetings with their department faculty as necessary at  
325 least once per 16-week semester to meet the needs of the districtdepartment. These  
326 meetings shall be scheduled at times all full-time faculty can attend (including evenings  
327 and weekends if all in the department agree) whenever possible. Department meetings  
328 can be in person or virtually, or a combination, so all full-time faculty have the  
329 opportunity to attend, and notification shall be sent out no later than one week before  
330 the meeting with a copy to the Dean.  
331

332 In addition, department chairs will attend campus-wide department chair meetings as  
333 necessary to meet the needs of the college. The District shall publish a schedule of  
334 campus-wide department chair meetings in summer for Fall semesters, and in winter for  
335 Spring semesters, and these meetings shall be held at a consistent day and time.  
336 Cancellation of department chair meetings, whenever possible, shall be done at least 24  
337 hours in advance. Department chair meetings may be in person, virtual, or a  
338 combination to best meet the needs of department chairs or their designees.  
339 Notification for Division meetings with the dean/area administrator shall be provided  
340 one week in advance of the meeting to department chairs. The District shall provide a  
341 sub in cases where a department chair has a schedule conflict or cannot meet virtually,  
342 and no leave shall be deducted from the department chair for attending department  
343 chair meetings.  
344

- 345 3. Curriculum and Course Offerings: Under the leadership of the department chair, disciplines  
346 within a department shall provide a balanced program of courses which meet the requirements  
347 of Victor Valley College students. Disciplines shall evaluate their offerings, courses of study, and  
348 shall make such changes to improve instruction as are within the limits of their authority.  
349

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

- 351  
352 a. Coordinate with discipline faculty to facilitate curriculum development, review, and  
353 revision in accordance with established college procedures and state guidelines.  
354  
355 b. Present Facilitate new or revised curriculum or programs as requested by area  
356 discipline(s) within his/her their department to the Curriculum Committee or send an  
357 appropriate designee.

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

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

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

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

#### 4. Scheduling

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

#### 5. Planning and Accreditation

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

411 review and master planning documents. The department chair will be responsible for  
412 coordinating and facilitating completion writing of program review and master  
413 planning documents.  
414

415 All program review and master planning documents, along with supporting data  
416 used in writing these documents, shall be available and accessible to department  
417 chairs a minimum of two months before these are due.  
418

419 **b. Any unit member in the department (including unit members teaching in multiple**  
420 **departments) can assist and contribute to writing the department's program review**  
421 **(Article 12). All full-time faculty in the department will be provided a copy of the**  
422 **program review, and must be allowed to have the opportunity to** approve the  
423 Program Review before it can be submitted. **Unit members will have one calendar**  
424 **week to comment, request changes, and/or approve their department's final**  
425 **submission. If the simple majority of the department rejects the final version of the**  
426 **program review, the department chair, in consultation with the dean, shall**  
427 **schedule a meeting to discuss revisions, inclusions and deletions unit members**  
428 **request. The final version of the department's program review/annual update will**  
429 **be emailed to all department members before it is formally submitted.**  
430

431 In multi-discipline departments (more than one TOP Code), the chair is only  
432 responsible for completion of facilitating program review in the discipline in which  
433 his/her has the majority of his/her teaching load.  
434

435 **c. The program director is the primary contact/author for the development of the Self**  
436 **Study report(s) to the appropriate discipline accreditation agency(ies).**  
437

438 6. Budget

439  
440 The department chair or program director shall develop and recommend to the appropriate  
441 manager/administrator the department or program budget and initiate and recommend the  
442 purchase of equipment or materials in accordance with Program Review guidelines and AP 6200.  
443

444 7. Responsibility to Students

445  
446 **a. The department chair or program director** shall attempt to mediate and resolve student-  
447 faculty complaints **at an informal level in line with the college's published student**  
448 **complaint process (see Article 41),** except those involving sexual harassment or  
449 discrimination which shall be referred immediately to the Office of Human Resources.  
450

451 b. The department chair or program director shall provide advisory services to  
452 students regarding departmental offerings, the major and the minor, comparable  
453 courses in senior institutions, and other professional matters for which he/she is  
454 professionally trained and responsible.  
455

456 8. Department or Program Representation: The department chair or program director shall  
457 attend appropriate meetings, e.g. department chair meetings, as per 21.I.2. If the chair is unable  
458 to attend any campus-wide chair meetings, he/she they may send a designee from his/her their  
459 department.  
460

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

464  
465 ~~b.~~ **As applicable, t**The department chair ~~or program director~~ shall complete appropriate  
466 department forms, e.g. equipment purchases and forward them to the immediate  
467 supervisor.

468  
469 ~~be.~~ The department chair ~~or program director~~ shall communicate any facilities or  
470 equipment needs to the immediate supervisor.

471  
472 9. Department chairs ~~and/or program directors~~ shall observe a strict code of professional ethics  
473 in their relationship with all Victor Valley College personnel.

474  
475 10. Staffing

476  
477 a. The department chair ~~of the hiring committee~~ or program director, and/or the  
478 discipline faculty by request, shall participate in the recruitment and  
479 recommendation for hire of full-time and part-time faculty.

480  
481 b. The department chair ~~or program director~~ shall provide assistance, mentoring,  
482 and **department** orientation to new full-time *and part-time faculty* members, **once**  
483 **official notification is provided to the department chair, including college e-**  
484 **mail address.**

485  
486 c. The department chair ~~or program director~~, or their ~~departmental~~-designee **shall**  
487 **may** attend the **adjunct part-time** faculty orientation meetings when they are held  
488 within the 175-day academic calendar, or when they are part of chosen extra duty  
489 days.

490  
491 d. The department chair ~~or program director~~ may assist in the evaluation of part-time and  
492 full-time faculty **each semester if requested by the faculty member or area**  
493 **administrator.**

494  
495 e. When a department chair ~~or program director agrees to~~ assists in the evaluation of  
496 part-time faculty in their department (observations only), the full-time faculty member will  
497 be fully protected by the district under California Government Codes Section 815-818.9  
498 and 825-825.6. **Faculty shall be compensated at their current hourly rate, not to**  
499 **exceed two (2) hours per evaluation, for reach part-time faculty evaluations**  
500 **completed in a semester, including evaluations of online, hybrid, correspondence,**  
501 **hy-flex and CCAP. All part-time faculty evaluations must be completed outside of**  
502 **the department chair's classes and other contractual commitments.**

503  
504 ~~f.~~ **If the department chair cannot participate in part-time faculty evaluations, then unit**  
505 **members in the department may assist in the evaluation of part-time faculty,**  
506 **compensated at their current hourly rate, not to exceed two (2) hours per**  
507 **evaluation, including evaluations of online, hybrid, correspondence, hy-flex and**  
508 **CCAP, for each part-time faculty evaluation completed. Any part-time faculty**  
509 **evaluations must be completed outside of the unit member's classes and other**  
510 **contractual commitments. The full-time faculty member will be fully protected by**  
511 **the district under California Government Codes Section 815-818.9 and 825-825.6.**

512  
513 ~~The department chair or program director may provide an oral summary of the~~  
514 ~~performance of classified working under the direction of the department chair or~~  
515 ~~program director to the dean when appropriate. Classified staff will not be factored~~  
516 ~~as part of the FTEF in the department.~~

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

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

1. Intent

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

2. Procedure for Department Chair/~~Program Director~~ Evaluation

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

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

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

**K.** Department List

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

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



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

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**Beginning Summer 2024, the Departments shall be as follows:**

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

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

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

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Victor Valley Community College District



Monica Martinez

*Todd Scott*

Todd Scott

Victor Valley College Faculty Association



David Gibbs



Tracy Davis



Daniel Vecchio



Jarom Viehweg



Peter Francev



Jennifer Fowlie












# TA- Article 21 Department 12.14.23

Final Audit Report

2024-01-29

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**TENTATIVE AGREEMENT  
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE VICTOR VALLEY COLLEGE FACULTY ASSOCIATION  
June 30, 2023**

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

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

**ARTICLE 22  
ENVIRONMENTAL HEALTH AND SAFETY COMMITTEE**

A. The District shall maintain an Environmental Health and Safety Committee, which will be in compliance with AP 1201, in addition to the specific participatory governance Environmental Health and Safety Committee charge as outlined by College Council.

B. A minimum of two VVCFA members shall be entitled to participate in an equal number as other constituents serve on this committee.

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

D. The District acknowledges its obligation to comply with all applicable state and local health and safety laws and regulations at all unit member work locations that are under the District's control.

1. Any unit member shall alert the District to unsafe, hazardous or unsanitary work spaces, including, but not limited to, faculty offices, classrooms, labs, and other public and private areas at all campus locations. The District must correct any unsafe conditions within a reasonable period of time. Alternative offices and classrooms, commensurate with the affected areas, will be provided by the District until the unsafe working conditions are corrected;. If no on-campus space is available, then the District may contract with outside entities (such as in CTE courses) to provide a safe working environment for unit members. Any delay, disruption or cancellation of classes due to safety issues verified by the District or other outside agencies shall not result in any financial loss to unit members (including leave), nor will unit members be obligated to work beyond their contractual duties as specified within the academic calendar without additional compensation as provided for in Article 10.E.

2. Any unit member and/or VVCFA can notify state and federal agencies of unsafe, hazardous or unsanitary campus spaces. No punitive measures shall be taken against any unit member and/or VVCFA for notifying

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

52  
53 Unit members shall follow established policies and procedures for  
54 addressing issues with students and community members. The District  
55 will investigate and take action to resolve all reported complaints in a  
56 timely manner. Threats incidents of violence should also be reported to  
57 the appropriate law enforcement.

58  
59 Unit members who are threatened by community members (including, but  
60 not limited to, parents, spouses, guardians or family members of students)  
61 in any communication or in person shall report threats to campus police  
62 and can obtain a restraining order against community members via  
63 campus police.

64  
65 3. The District will provide training for unit members on CalOSHA and other  
66 applicable industry regulations and standards within the unit member's  
67 program as required by law. Training shall be completed during the 175-  
68 day calendar.

69  
70 4. Unit members have the right to file incident reports on students as  
71 outlined in Board Policies, Administrative Procedures, and the Student  
72 Code of Conduct.

73  
74 5. Students who are minors (under 18) shall be identified in class rosters.

75  
76 APPENDIX H  
77 ARTICLE 22

78  
79 SAFETY AND SECURITY COMMITTEE

80  
81 1. Membership

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

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

86 a) CTA president appoints three unit members  
87 VVCFA

88 a) CTA Association president appoints three unit  
89 Association members

90 b) Administration appoints one administrator

91 c) Administration appoints two classified employees

92 2. Business Procedures

93 A. General

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

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



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

**3. Recommendations**

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

Victor Valley Community College District




Monica Martinez

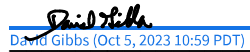
*Todd Scott*

Todd Scott

Victor Valley College Faculty Association

  
Tracy Davis (Aug 17, 2023 10:21 PDT)

Tracy Davis

  
David Gibbs (Oct 5, 2023 10:59 PDT)

David Gibbs

*Signature not Required*  
Signature not Required (Oct 12, 2023 11:36 PDT)

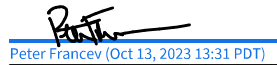
Michael Butros



Daniel Vecchio

  
Jarom Viehweg (Oct 13, 2023 14:29 MDT)

Jarom Viehweg

  
Peter Francev (Oct 13, 2023 13:31 PDT)

Peter Francev











# TA-Article 22-Environmental-Safety-App-H 6.30.23

















Final Audit Report
















2023-10-13

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**TENTATIVE AGREEMENT  
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE VICTOR VALLEY COLLEGE FACULTY ASSOCIATION  
June 1, 2023**

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

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

**ARTICLE 26:  
ILLNESS LEAVE**

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

55 F. Notification of Return

56  
57 The full-time faculty member shall notify the appropriate administrator of  
58 his/her impending return to duty in ample time to inform the substitute of  
59 his/her release from temporary assignment.

60  
61 G. Physical Examination

62  
63 In the event of absence due to illness for a period of over two (2) weeks, the  
64 employee shall furnish a statement from a physician certifying his or her fitness  
65 to resume duty. The District may require that the full-time faculty member be  
66 examined by the school physician, in which case the opinion of the school  
67 physician will be official.

68  
69 H. Accumulated Illness Leave

70  
71 Accumulated illness leave shall be transferred to other districts within California  
72 according to provisions of Education Code Section 87782.

73  
74 **ARTICLE 29**  
75 **PERSONAL NECESSITY LEAVE OF ABSENCE**

76  
77 Full-time faculty may use not more than six (6) days of accumulated sick illness leave  
78 in any academic year in the following cases of personal emergency:

- 79  
80 A. Death of a member of his/her immediate family. Immediate family includes  
81 spouse, mother, father, grandfather, grandmother, son, daughter, son-in-law,  
82 daughter-in-law, grandson, granddaughter, brother, sister, or a person who has  
83 resided in the household of the employee for two or more years. This is in  
84 addition to Article 35, Bereavement Leave.
- 85  
86 B. Accident involving his/her person or property or the person or property of  
87 his/her immediate family.
- 88  
89 C. Appearance of a full-time faculty member in court as a litigant; other than a  
90 defendant in a job-related case.
- 91  
92 D. Serious or critical illness of a member of the immediate family.
- 93  
94 E. Other personal emergencies as reported to the Area Administrator.

95  
96 Notification for personal necessity leave shall be made to the Area Administrator in  
97 advance when appropriate practicable, or as soon thereafter as possible.  
98 (Appendix J-2) **[Note: App. J-2 will be modified.]**

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101 **ARTICLE 30**  
102 **PARENTAL LEAVE**

103  
104 A. Authority

105  
106 Power to grant leaves of absence for pregnancies and parental leave is vested  
107 with the Governing Board, per Education Code Sections 87780.1, 87766 and  
108 87784.5.

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B. Definition

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

C. Leave Request

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

D. Length of Leave

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

E. Compensation

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

**ARTICLE 31  
PERSONAL LEAVE**

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

A. Length of Leave

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

B. Notification

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

**ARTICLE 33  
SABBATICAL LEAVE FOR FULL-TIME FACULTY**

A. Definition

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



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B. Granting of Leave

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

C. Length of Leave

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

D. Eligibility

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

E. Number on Leave

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

F. Compensation and Benefits

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

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

2. Exceptions

- a. Fringe Benefits

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

217 amount of District contribution toward such health and welfare benefits.

218  
219 b. Retirement

220 Retirement service credit lost due to sabbatical leave may be  
221 recovered by full-time faculty through the normal STRS buy-back  
222 procedures. The entire cost, full-time faculty member and employers  
223 percentage, of this buy-back will be the responsibility of the full-time  
224 faculty member.  
225

226  
227 G. Request for Sabbatical Leave

228 Request in writing shall be made using the Sabbatical Leave Request form  
229 (Appendix L) through the Office of the Superintendent/President at least one full  
230 semester prior to the actual semester(s) requested for leave.  
231

232  
233 H. Basis for Recommendation to the Superintendent/President

234 All applications shall be evaluated on the basis of benefits to the District and  
235 students by the Sabbatical-Leave Committee. The four-person committee shall  
236 consist of: (1) the Chair of the Academic Development Committee and/or  
237 designee, (2) the Association President and/or designee, (3) the Chief  
238 Instructional Officer and/or designee and (4) another administrator.  
239

240  
241 I. Bond and Service to the District

242 Any full-time faculty member who is granted a sabbatical leave shall agree in  
243 writing to file a bond with the District, which shall enable the District to reclaim  
244 any remuneration granted the full-time faculty member while on leave in the  
245 event the full-time faculty member does not return to the District. Further, the  
246 full-time faculty member shall render a period of service in the employ of the  
247 Governing Board of the District following return from the sabbatical leave which  
248 is equal to twice the period of the leave. The full-time faculty member shall be  
249 reinstated in the position held before the leave, unless otherwise agreed.  
250

251  
252 J. Salary Schedule

253 A full-time faculty member returning to the District from sabbatical leave shall  
254 receive credit for the year of the sabbatical leave toward step advancement on  
255 the academic salary schedule.  
256

257  
258 K. **Faculty Professional Service During Sabbatical**

259  
260 **With the written approval of the Vice President of Instruction or**  
261 **administrative designee, a full-time faculty member can continue to serve**  
262 **on official college committees during the sabbatical leave.**  
263

264  
265 K. Final Report

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

271 growth to his/her regular assignment.  
272  
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277 **ARTICLE 35**

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

280  
281 A. Definition of Immediate Family

282  
283 Immediate family includes spouse, mother, father, grandmother, grandfather, son, daughter,  
284 son-in-law, daughter-in-law, grandson, granddaughter, brother, sister, or a person who has  
285 resided in the household of the full-time faculty member for two (2) or more years.  
286

287 B. Length of Leave

288  
289 Full-time faculty members shall be entitled to a maximum of four (4) days paid leave per year  
290 due to the death of an immediate family member. Bargaining unit members may take an  
291 unpaid day or use sick leave or other accrued paid leaves, or unpaid leave, to extend the  
292 bereavement leave to five (5) days.  
293

294 Full-time faculty members shall be entitled Bereavement leave may be extended to a  
295 maximum of five (5) ~~six (6)~~ paid days per year if when out-of-state travel is necessary or  
296 travel beyond a 300-mile radius, and six (6) days when travel is beyond a 1,000-mile radius.  
297

298 Faculty members need not take these days consecutively but must use them within three  
299 months of the date of the death of the family member. (Govt. Code §§ 12945.7(b)-(c).  
300

301 C. Compensation

302 The full-time faculty member shall receive full pay while on bereavement leave.  
303

304 D. Notification

305  
306 Notification for bereavement leave shall be made in advance to the Area  
307 Administrator when practicable, or as soon thereafter as possible. (Appendix J-2)  
308

309 D. Verification

310  
311 Within thirty (30) days of a request by the District, the bargaining unit member may be  
312 required to provide documentation of the death of the immediate family member.  
313 Documentation includes death certificate, a published obituary, or written certification of  
314 death, burial, or memorial services from a mortuary, funeral home, burial society,  
315 crematorium, religious institution, or government agency.  
316 [Govt. Code § 12945.7(f).]  
317

318 [.....]  
319

320 **ARTICLE 36**

321 **College Business Leave**

322  
323 If a unit member is directed or approved in advance to conduct college  
324 business which requires attendance at conferences, plenaries, workshops or

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

333  
334  
335  
336

337 VCFA does have the right to review and approve this form created by the District.  
338 Draft – new form, J-3

340 **EMPLOYEE ABSENCE REPORT**  
341 (use before a leave – report absences separately by month)

342 Appendix J-3

343 **ACADEMIC BARGAINING UNIT**

344 For complete text, refer to Bargaining Unit Agreement

345 **NAME:** \_\_\_\_\_

346 **SS #:** \_\_\_\_\_

347 **LIST ABSENCE DATES # DAYS/HR\$ REASON FOR ABSENCE**

348 \_\_\_\_\_ #days/hrs. COLLEGE BUSINESS – Article  
349 36; Advanced written notification required; no deductions from accumulated illness  
350 leave.

351 Please indicate the following college business activity conducted by the unit  
352 member:

353 \_\_\_\_\_  
354 Department/discipline/program meeting, workshop or conference (on  
355 campus or off campus)

356 \_\_\_\_\_  
357 Academic Senate Plenary or Community College Association Conference

358 \_\_\_\_\_  
359 Accreditation workshop/conference

360 \_\_\_\_\_  
361 Professional conference related to contractual obligations (Article 12,  
362 Article 15)

363 \_\_\_\_\_  
364 Other (please describe): \_\_\_\_\_

365 \_\_\_\_\_  
366 Please attach proof of attendance/participation (registration confirmation, etc.)  
367 Please describe the event and how this relates to your contractual obligations  
368 (Article 12, Article 15):

369 \_\_\_\_\_  
370 \_\_\_\_\_  
371 \_\_\_\_\_  
372 \_\_\_\_\_  
373 \_\_\_\_\_

374 \_\_\_\_\_  
375 **Employee Signature**  
**Date** \_\_\_\_\_

376 \_\_\_\_\_  
377 **Area Administrator**  
**Signature Date** \_\_\_\_\_

378 Victor Valley Community College District

379 Victor Valley College Faculty Association

380 

381   
382 Tracy Davis (Jun 12, 2023 14:22 PDT)

383 Monica Martinez

384 Tracy Davis

385 *Todd Scott*

386   
387 David Gibbs (Jun 12, 2023 19:27 PDT)

388 Todd Scott

389 David Gibbs

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*Michael Butros*

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Michael Butros

*Daniel Vecchio*

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Daniel Vecchio

*[Signature]*  
[Jarom Viehweg \(Aug 21, 2023 10:02 PDT\)](#)

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Jarom Viehweg

*[Signature]*  
[Peter Francev \(Aug 21, 2023 18:32 PDT\)](#)

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Peter Francev











# TA-Articles 26-29-30-31-33-35-New 36-Leaves 6.1.23

















Final Audit Report

2023-08-22

Created:	2023-06-07
By:	Violeta Topete (Violeta.Topete@vvc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAYI7xjDWM9M1EYb9ofFII-UJSDQXpyvnG

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2023-06-07 - 10:41:10 PM GMT
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Signature Date: 2023-08-21 - 5:02:36 PM GMT - Time Source: server- IP address: 47.156.249.125

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2023-08-22 - 1:31:24 AM GMT- IP address: 47.151.60.194

 Signer peter.francev@vvc.edu entered name at signing as Peter Francev

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 Document e-signed by Peter Francev (peter.francev@vvc.edu)

Signature Date: 2023-08-22 - 1:32:13 AM GMT - Time Source: server- IP address: 47.151.60.194

 Agreement completed.

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**TENTATIVE AGREEMENT  
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE VICTOR VALLEY COLLEGE FACULTY ASSOCIATION  
September 21 ,2023**

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

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

**ARTICLE \*\*:  
FACULTY PROGRAM DIRECTORS**

**All timelines subject to calendar negotiation as per Article 10.**

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

**B. Faculty Program Directors**

**1. Departments that contain disciplines which require separate mandated state, federal, or national accreditation shall establish a faculty program director for each discipline requiring accreditation. Faculty program directors shall be offered the appointment of faculty program director by the appropriate area administrator following consultation with the appropriate department chairperson.**

**2. Once appointed by the District, a faculty program director shall receive .20 FTEF reassigned time based on annual load. It is possible for a faculty program director to also serve as a department chair. Due to overlapping responsibilities in cases where the faculty program director is also the department chair, the amount of the reassigned time will be .10 FTEF based on annual load and 100% of the applicable reassigned time for department chair duties set forth in Article 21.**

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

**C. Resignation or Removal of a Faculty Program Director**

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

52 **2. The Superintendent/President may remove a faculty program director**  
53 **from their assignment for the failure or refusal to perform the normal and**  
54 **reasonable duties, or for any of the formal causes for discipline specified**  
55 **in Education Code Section 87732, provided the director has been given**  
56 **written notice of the reason supporting the removal and an opportunity to**  
57 **respond.**  
58

59 **D. Absence of the Faculty Program Director**  
60

61 **1. If the faculty program director is expected to be absent for more than fifteen**  
62 **(15) consecutive working days, but less than one (1) semester due to illness,**  
63 **leave of absence, or any other reason, a temporary faculty program director**  
64 **shall be appointed by the area administrator in consultation with the**  
65 **department chair to temporarily replace the faculty program director until the**  
66 **originally elected faculty program director can resume their duties.**  
67

68 **2. If the faculty program director is expected to be absent for more than one (1)**  
69 **semester due to illness, leave of absence, sabbatical leave, or any other**  
70 **reason, the position will be considered vacant and the process of a**  
71 **permanent appointment to the position shall follow Article \*\*B to**  
72 **permanently replace the faculty program director.**  
73

74 **E. Duties and Responsibilities**  
75

76 **1. The faculty program director, under the supervision of a dean or first- level**  
77 **administrator, is responsible for providing leadership on behalf of the**  
78 **department to the district in collaboration with the department chair (where**  
79 **applicable). While the faculty program director is a faculty member and does**  
80 **not have the authority to supervise, evaluate, or discipline other faculty, the**  
81 **faculty program director does have the responsibility to carry out policies**  
82 **and procedures formulated by the district or program and coordinate with**  
83 **classified personnel within the department. Additionally, the program**  
84 **director is responsible to report unresolved problems, violations of the**  
85 **district's policies or procedures, or violation of any federal, state and**  
86 **accrediting agency regulations or laws (as applicable to the program) to the**  
87 **Vice-President of Instruction.**  
88

89 **2. The faculty program director shall:**  
90

91 **a. Coordinate with the department chair and discipline faculty to**  
92 **facilitate curriculum development, review, and revision in**  
93 **accordance with established college procedures, federal and**  
94 **state guidelines, and any accrediting agency's requirements.**  
95

96 **b. Collaborate with the department chair to facilitate new or revised**  
97 **programs as requested by discipline(s) within their department to the**  
98 **Curriculum Committee.**  
99

103 **3. Scheduling**

- 104
- 105 **a. The faculty program director shall assist the department chair as**
- 106 **needed in recommending course offerings to include times, days,**
- 107 **room location, method of instruction, and staffing needs that fulfill**
- 108 **program and student learning needs while meeting federal and state**
- 109 **regulations and appropriate accreditation guidelines that have been**
- 110 **forwarded to them.**
- 111
- 112 **b. The scheduling process as described in Article 12 shall apply to all**
- 113 **full-time faculty, including the department chair and faculty program**
- 114 **director.**
- 115
- 116 **c. The faculty program director may be a resource for their faculty and**
- 117 **assist department chairs as needed.**
- 118
- 119 **d. In collaboration with the department chair, the faculty program**
- 120 **director shall consult with the dean or appropriate manager, as well**
- 121 **as the faculty in the discipline affected, regarding adding or canceling**
- 122 **classes after the class schedule is published and before census.**
- 123
- 124 **e. The faculty program director shall upon request assist the**
- 125 **department chair and the dean or appropriate manager in notifying**
- 126 **instructors of course cancellations.**
- 127

128 **4. Planning and Accreditation**

- 129
- 130 **a. In collaboration with the department chair, the faculty program**
- 131 **director shall provide leadership and consult with program faculty**
- 132 **when writing program review and master planning documents.**
- 133
- 134 **b. The faculty program director is the primary contact/author for the**
- 135 **development of the Self Study report(s) to the appropriate**
- 136 **discipline accreditation agency(ies).**
- 137

138 **5. Budget**

139

140 **In collaboration with the department chair, the faculty program director shall**

141 **develop and recommend to the appropriate administrator the department or**

142 **program budget and initiate and recommend the purchase of equipment or**

143 **materials in accordance with Program Review guidelines and AP 6200.**

144 **Recommendations for purchases made with external funding shall be made**

145 **by the faculty program director, in collaboration with the department chair,**

146 **to ensure all federal, state and accreditation requirements are met.**

147

- 148 **6. Program Representation: The faculty program director shall attend**
- 149 **appropriate meetings as needed, and may be an alternate at department**
- 150 **chair meetings if the department chair cannot attend.**
- 151

152 a. As applicable, the *faculty* program director, in collaboration with the  
153 department chair, shall complete appropriate department forms, e.g.  
154 equipment purchases and forward them to the immediate supervisor.

155  
156 b. In collaboration with the department chair, the faculty program  
157 director shall communicate any facilities or equipment needs to the  
158 immediate supervisor.

159  
160 7. Faculty Program directors shall observe a strict code of professional ethics  
161 in their relationship with all Victor Valley College personnel.

162  
163 **8. Staffing**

164  
165 a. The faculty program director shall provide assistance, mentoring, and  
166 orientation to new full-time and part-time members in areas related to  
167 safety, federal, state and accreditation requirements as applicable.

168  
169 b. The faculty program director may attend the part-time faculty  
170 orientation meetings when they are held within the 175-day academic  
171 calendar.

172  
173 c. The faculty program director may assist in the evaluation of part-time  
174 and full-time faculty.

175  
176 d. When a faculty program director assists in the evaluation of part-time  
177 faculty in their department (observations only), the full-time faculty  
178 member will be fully protected by the district under California  
179 Government Codes Section 815-818.9 and 825-825.6, and shall be  
180 compensated at their current hourly rate, not to exceed four hours,  
181 for every part-time faculty evaluation completed. Any part-time  
182 faculty evaluations must be completed outside of the aculty program  
183 director's classes and other contractual commitments.

184  
185 9. In collaboration with the department chair, the faculty program director shall  
186 maintain accurate and appropriate records for the department and/or  
187 program, e.g., records reported to the state or accrediting agency, unless  
188 those duties are under administrative purview.

191  
192 Victor Valley Community College District

Victor Valley College Faculty Association

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196 Monica Martinez

197 *Todd Scott*

198  
199 Todd Scott

200   
201 David Gibbs (Sep 21, 2023 16:49 PDT)

202 David Gibbs


  
Tracy Davis (Oct 26, 2023 12:22 PDT)

Tracy Davis



Daniel Vecchio

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Jarom Viehweg (Oct 28, 2023 10:07 PDT)

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Jarom Viehweg

  
Peter Francev (Oct 28, 2023 14:06 PDT)

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Peter Francev












# TA-Article XX Program Directors 9.21.23

















Final Audit Report

2023-10-28

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By:	Violeta Topete (Violeta.Topete@vvc.edu)
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-  Document e-signed by Peter Francev (peter.francev@vvc.edu)  
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**TENTATIVE AGREEMENT  
BETWEEN VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND THE VICTOR VALLEY COLLEGE FACULTY ASSOCIATION  
January 18, 2024**

6 This tentative agreement is entered into between the Victor Valley Community College District  
7 and the Victor Valley College Faculty Association, CTE/NEA Chapter 1169, and is made  
8 expressly pursuant to the Educational Employment Relations Act and the current Collective  
9 Bargaining Agreement between the parties.

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

13  
14  
15  
16

**ARTICLE 40:  
TERM**

17 This Agreement shall remain in full force and effect from July 1, ~~2022~~<sup>2024</sup> through June 30,  
18 202~~5~~<sup>2</sup> as negotiated.

23 Victor Valley Community College District


24 

25  
26 Monica Martinez

27 *Todd Scott*

28  
29 Todd Scott

Victor Valley College Faculty Association

30 

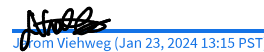
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32 David Gibbs

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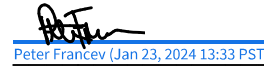
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35 Tracy Davis

36 *Daniel Vecchio*

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38 Daniel Vecchio

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41 Jarom Viehweg

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Peter Francev

*Jennifer Fowlie*

Jennifer Fowlie












# TA Article 40-Term 1.18.24

Final Audit Report

2024-01-23

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By:	Violeta Topete (Violeta.Topete@vvc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy8GoD-DGMHDI RJQj1On2qFs3q_67Q0P9

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 Agreement completed.

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## TENTATIVE AGREEMENT

December 7, 2023

Victor Valley Community College District

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

**NAME of Chair:** \_\_\_\_\_ **DATE** \_\_\_\_\_

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

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

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

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

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

**TOTAL**

**SCORE (Total Score / 20 questions)**

**Comments**

**StrengthsCommend:** \_\_\_\_\_

**WeaknessesSuggest:** \_\_\_\_\_

**Suggestions:** \_\_\_\_\_

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

Department chair \_\_\_\_\_

Date \_\_\_\_\_

Evaluator \_\_\_\_\_

**I. Administrator Evaluation**

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

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

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

**Comments:**

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

**Comments:**

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

**Comments:**

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

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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

**Comments:**

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

**Comments:**

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

**Comments:**

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

**Comments:**

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

**Comments:**

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

**Comments:**

**TOTAL**



SCORE (Total Score / 16 questions)

Comments

Commend: \_\_\_\_\_

Suggest: \_\_\_\_\_

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

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

**III. Totals**

**FACULTY-BASED SCORE OF DEPARTMENT CHAIR**

**ADMINISTRATIVE SCORE**

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

\*\*\*\*\*

Victor Valley Community College District



Monica Martinez

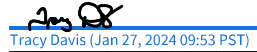
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Todd Scott

Victor Valley College Faculty Association

  
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David Gibbs

  
Tracy Davis (Jan 27, 2024 09:53 PST)

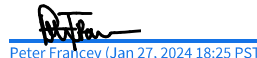
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Daniel Vecchio

  
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Jarom Viehweg

  
Peter Francev (Jan 27, 2024 18:25 PST)

Peter Francev

*Jennifer Fowlie*

Jennifer Fowlie












# TA-APPENDIX G-1\_A 12.7.23

Final Audit Report

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