

(VVCFA Counter to District 4/30/2026)
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
TO THE
VICTOR VALLEY COLLEGE FACULTY ASSOCIATION
September 11, 2025

The collective bargaining proposals herein by the Victor Valley Community College District to the Victor Valley College Faculty Association, CTA/NEA Chapter 1169, are made expressly pursuant to the Educational Employment Relations Act and the current Collective Bargaining Agreement between the parties. All components of this proposal are required to be accepted for it to take effect. If any portion of this proposal is rejected, all other portions of this proposal are deemed to have been rejected as well.

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

**ARTICLE 12:
FULL-TIME INSTRUCTIONAL ASSIGNMENTS**

A. Instructor Assignments

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. Work Experience 125 students to one instructor (Title 5, Section 58051)**

[Moved from Line 57 below.]

2. A full-time instructor's obligation to the District is 35 hours per week. An hour of instruction is defined in the Student Attendance Accounting Manual.

3. All full-time instructors have a ~~professional~~ responsibility duties and obligations to the students and the District that extends beyond the formal lecture, individualized instruction, laboratory assignments, and office hours. These responsibilities shall include: curriculum evaluation and revision, grading, ~~and~~ course preparation, *faculty meetings, serving on committees, the timely submission of Student Learning Outcome Assessments, and Program Learning Outcome Assessments (when applicable), and contributing to program review for their discipline. Assignments may also include attending professional conferences.*

4. Unless mutually agreed by the Chief Instructional Officer or designee and the respective faculty member, no ~~In addition to the above responsibilities, all~~ full-time faculty member shall perform ~~provide or be assigned more than sixteen hours (16) of additional professional responsibilities. a total of eighteen (18) twenty-four (24) In addition to the above responsibilities, full-time faculty are obligated to do sixteen (16)~~ hours per semester ~~of p~~ Professional responsibilities, which may include 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, **Student Learning Outcome Assessments, Program Learning Outcome Assessment (when applicable), and contributing to program review for their discipline** 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.

Faculty must provide documentation to their immediate supervisor to substantiate their 16 hours of service in order to be considered for overload assignments above 160%.

During the meeting referenced in Article 12.F.8, faculty members will be required to provide a completed District-approved form each semester identifying the professional responsibilities that occurred during the current term and what professional responsibilities are anticipated to occur in the subsequent term. Hours completed during intersession will not count toward this requirement.

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. Work Experience 125 students to one instructor (Title 5, Section 58051)**

[Moved to Art. 12.A.1 above.]

52. 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. Unit members that teach a laboratory course as part of load shall receive a \$2000 stipend per section.

6. Faculty and administration must mutually agree on all Saturday assignments.

4. No unit member shall be required to complete any work outside of the M-F work week, including Saturdays (with the exception of mutual agreement as per Article 12.A.3) and holidays. No District mandatory due dates shall fall on weekends or holidays.

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

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

- a. On campus, synchronous: includes web-enhanced courses.

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

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

- a. A timeline consistent with the language in Article 21 regarding Fall, Winter, Spring and Summer scheduling notification to all full-time faculty in a department for the selection of classes.
- b. An initial seniority list based on years of district service (hereafter referred to as the "rotating seniority list"). In the case of multiple hires in the same academic year, the initial seniority placement by the District at the hiring date will determine unit member placement on this rotating list. This rotating seniority list will operate all semesters and sessions classes are offered, and will rotate every semester and session (for Winter/Summer sessions, a decision not to teach any classes available is a choice, and the unit member shall rotate to the bottom). All class selection choices must be in writing to apply to the semester/session.
- c. Unit members may select assignments in any District-offered teaching modality and disciplines in the discipline for which they are currently contracted for full-time employment. ~~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 6075% or .6075 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 ~~up~~

~~to 190%~~ for the semester may be awarded with the approval of the unit member and Chief Instructional Officer or designee ~~if the unit member can provide written evidence of fulfilling their sixteen (16) hours of professional responsibilities as outlined in Article 12. No unit member will be allowed load over 190%, no exceptions.~~ A departmental process where the equitable distribution of annual load and hourly classes will be implemented can include (but is not limited to):

- i. Each unit member, beginning with the senior member on the rotating seniority list in the first semester implemented, chooses one class in rotation until all unit members have reached annual load obligations. UOP/hourly classes will follow the same format. Unit members who are not provided with hourly **classes or below 160%** due to lack of availability will have the first right of refusal among faculty on **any unstaffed or** 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 to 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.
 - v. 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.
 - vi. 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 ~~ability to modify the schedule~~ right of assignment to the extent authorized by law, and tThe Dean or appropriate administrator may make changes to any faculty assignment ~~verifiably~~ deemed to be in the best interests of students

or and provide that rational to the District.

~~e. — A violation **Chair** of Article 12.A.6(a-c) above caused by unit members is not subject to grievance processes **(the department and the VVCFA president. Faculty cannot be assigned to teach a course they have not taught in two years due to class cancellations to make load.**~~

B. **Overload**, Irregular Loads and Load Balancing

1. **Overload**

a. **No unit member shall be assigned ~~required to teach~~ over 100% load, including noncredit sections, regardless of modality or length of term (including, but not limited to, 8-/12-/16-week sessions), without mutual consent.**

b. All assignments in excess of 100% semester contractual load will be paid at the unit of pay rate (with the exception of those listed in 12.E which will be paid hourly) in the semester they occur.

c. **When a course with both lecture and lab components is taught by multiple faculty members, and an instructor is assigned solely to either the lecture or the lab, they will receive units of pay or contractual load for their respective assignment. For instance, if one instructor is assigned to teach the entire lecture portion, they will be compensated with units of pay for the lecture. However, if two or more instructors share the lecture or lab load, they will be paid hourly for their respective portions.**

~~i. — No unit member shall be required to teach over 100%, including noncredit sections, regardless of modality or length of term (including, but not limited to, 8-/12-/16-week sessions).~~

[Moved above, as **modified.**]

~~ii. — In cases where labs and other instructional modalities cause a split between load/hourly/UOP so the unit member can meet load obligations, the percentage overload shall be paid at the unit member's hourly rate. (For example, an irregular load for a CHEM instructor that results in a 95% load [5% under load] shall be calculated in 5% paid hourly.)~~

2. If a faculty member's contractual load does not total 100%, and the faculty member is teaching additional classes for unit of pay, a portion of their unit of pay contract will be used to balance the deficit. **When a faculty member teaches in a multi-instructor course as part of their contractual load, their load will be calculated based on the number of hours they are assigned to the course.**

3. If a faculty member's contractual load does not total 100% in the fall or spring semester and the faculty member is not teaching additional classes for unit of pay, the district shall balance the load in the semester the under load occurs.

Additional duties may be assigned by the district which may include but are not limited to: curriculum development, new course preparation, additional office hours, or an additional class (or any combination of the above) within the unit member's minimum qualifications.

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

D. Unit of Pay Contracts

1. When preparing load sheets and unit of pay contracts, assignments will be added to the contractual load in the following order:
 - a. Lecture
 - b. Face-to-face Laboratory up to 40% if the in-person requirement is not satisfied by the lecture (D.1.a)
 - c. Other modalities of instruction
 - d. Non-instructional assignments that count towards load
2. ~~lecture classes will be~~ **counted toward contractual load first, and then lab classes.**
2. **Unit** of Pay contracts will be available for faculty to sign before the start of the semester or session.

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

1. Assignments that do NOT meet at regularly fixed dates and times
2. Non-credit courses
3. **Multi-Instructor course where the lecture load of the course is assigned to two or more faculty members Lecture/lab courses with only partial lab hours assigned to the instructor**
4. **Multi-Instructor course where the lab load of the course is assigned to two or more faculty members**
5. ~~Open lab courses~~
5. **Courses with multiple instructors (i.e., EMT, AJ, FT, Nursing, etc.)**
6. Work Experience
7. Partial Course Assignments (replacements)
8. Non-teaching assignments such as librarians, counseling, curriculum revision, and other assignments without regularly fixed hours and dates.
9. Open lab courses where instructors are not assigned a specific class section.
10. Other assignments as needed.

When a faculty is teaching in a multi instructor course and the load is counted as part of their contractual load the load will be calculated utilizing the number of hours the faculty member is assigned to the course.

- F. Scheduling of Fall and Spring Classes and the Assignment of Faculty

1. Full-time instructional faculty shall be assigned to the schedule without classification as to location, day, or evening program. The schedule should be arranged so that the classes on a single day do not span a period greater than 8 hours without permission, in writing, of the instructor. The Chief Instructional Officer ~~efor~~ designee shall have the responsibility and authority to determine the scheduling of classes and the assignment of full-time faculty.

No unit member will be required to teach correspondence or CCAP courses unless necessary to make full load and no other class sections in which the faculty member is qualified are available at the main campus, online, or other District locations. Any additional work required on days outside the VVC calendar shall be compensated at 1/175 of their annual salary.
2. Each department chair, in conjunction with the full-time faculty members in their department, will develop a class schedule, as per Articles 21 and 12.A.6 above, which must be approved by the CIO or their designee.
3. 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 their department shall have twelve (12) working days to compile the department schedule, as per Articles 21 and 12.A.6 above.
 - i. All District-offered modalities shall be available for unit members' selection, including non-credit, correspondence and CCAP courses, when practical.
 - ii. Only DE-certified unit members are eligible for online/hybrid/remote/hy-flex sections (see Article 13).
4. The Chair shall include full time faculty in the email submission of the schedule to the dean.
5. The department chair will be included in the email when the dean sends the approved schedule to the Office of Instruction. Full-time faculty shall be guaranteed review of any changes to the recommended schedule by the dean and/or the Office of Instruction prior to the inputting of the schedule in to the Colleague system, as per Article 21 and 12.A.6 above.
6. Twelve (12) days after the department chair sends their email, (see 12.F.4), the Department Chair will submit the schedule of classes, with full-time faculty names inserted, to the CIO or designee with a copy to the assigned faculty member(s).
7. See Article 20 for Winter and Summer Instructional Assignments. Beginning Fall 2024, all departments will have their equitable scheduling process in place (see Article 12.6), and this process will be carried over into Winter and Summer scheduling beginning Summer 2024. A copy of the department's current course selection process will be provided to all faculty members and the dean.

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8. Each unit member will meet individually with their dean to review their contractual load and UOP/hourly class assignment for Fall and Spring semesters which shall take place no later than the 15th week of the preceding semester (e.g., the 15th week of Fall semester for the upcoming Spring semester). Preliminary office hour days, times and modalities, as well as proposed twenty four (24) sixteen (16) hours of professional responsibility for the current semester and the upcoming semester, will also be reviewed at this meeting to ensure student access and support.
9. No unit member's class assignments shall be unilaterally changed or removed without a seven-day notice, whether for load or hourly/UOP, once the schedule has been published.
- ~~10. No unit member's hourly/UOP classes up to 175% shall be removed to provide another unit member with load once the schedule has been published. Stopped Here 3/5/26~~
11. No unit member is obligated to take over-enrolled distance education classes if these classes were previously assigned to another faculty member (or from another bargaining unit), nor is a unit member obligated to retain class stacking of a section previously assigned to another faculty member (or from another bargaining unit) in order to make contractual load.
- ~~12. Unit members whose class schedule is changed less than seven (7) days before the start of a semester or session to meet load obligations shall be compensated at the hourly rate for the time spent building the on the college's digital platform, such as Canvas.~~
103. No unit member's intellectual property (as defined in Article 12.H.6) shall be provided to any other unit member in cases where a class has been built in the college's LMS and then removed from the originating unit member and given to another unit member. No unit member shall be "bumped" from a course to provide a course to another unit member. All section content created by the originating unit member shall be removed, or placed in an inactive LMS shell by IT.

398 **G. Load Charts:**

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Each semester's load is one-half of 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 based on courses administered over 16 weeks. All lecture, personal instruction, and laboratory load values shall be increased by 25% for all courses administered over an eight-week period. For example, 3.375 hours condensed into eight weeks of instruction will be increased by 0.025 and the annual load will be increased by 0.05 respectively.

<u>16-Week Courses</u>		
1. Lecture/ Hours 16 week courses		
Hours Per Week	Semester Load Annual Load	Annual Load Semester Load
0.56	.01667	.03333
1.125	.03333	.06667
2.25	.06667	.13333
3.375	.10000	.20000
4.50	.13333	.26667
5.625	.16667	.33333
6.75	.20000	.40000
7.875	.23333	.46667
9.00	.26667	.53333
10.125	.30000	.60000
11.25	.33333	.66667
12.375	.36667	.73333
13.50	.40000	.80000
14.625	.43333	.86667
15.75	.46667	.93333
16.875	.50000	1.0000
2. Individualized Instruction		
Hours Per Week	Semester Load Annual Load	Annual Load Semester Load
0.563	.01389	.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

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20.25	.50000	1.0000
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3. Lab Hours

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

8-Week Course Load Charts

<u>1. 8-week Lecture/ Hours</u>		
<u>Hours Per Week</u>	<u>Semester Load</u>	<u>Annual Load</u>
<u>0.56</u>	<u>0.0208375</u>	<u>0.0349965</u>
<u>1.125</u>	<u>0.0416625</u>	<u>0.0700035</u>
<u>2.25</u>	<u>0.0833375</u>	<u>0.1399965</u>
<u>3.375</u>	<u>0.125</u>	<u>0.21</u>
<u>4.5</u>	<u>0.1666625</u>	<u>0.2800035</u>
<u>5.625</u>	<u>0.2083375</u>	<u>0.3499965</u>
<u>6.75</u>	<u>0.25</u>	<u>0.42</u>
<u>7.875</u>	<u>0.2916625</u>	<u>0.4900035</u>
<u>9</u>	<u>0.3333375</u>	<u>0.5599965</u>
<u>10.125</u>	<u>0.375</u>	<u>0.63</u>
<u>11.25</u>	<u>0.4166625</u>	<u>0.7000035</u>
<u>12.375</u>	<u>0.4583375</u>	<u>0.7699965</u>
<u>13.5</u>	<u>0.5</u>	<u>0.84</u>

<u>14.625</u>	<u>0.5416625</u>	<u>0.9100035</u>
<u>15.75</u>	<u>0.5833375</u>	<u>0.9799965</u>
<u>16.875</u>	<u>0.625</u>	<u>1.05</u>
<u>2. Individualized Instruction</u>		
<u>Hours Per Week</u>	<u>Semester Load</u>	<u>Annual Load</u>
<u>0.563</u>	<u>0.0173625</u>	<u>0.029169</u>
<u>1.125</u>	<u>0.034725</u>	<u>0.058338</u>
<u>2.25</u>	<u>0.06945</u>	<u>0.1166655</u>
<u>3.375</u>	<u>0.1041625</u>	<u>0.1750035</u>
<u>4.5</u>	<u>0.1388875</u>	<u>0.233334</u>
<u>5.625</u>	<u>0.1736125</u>	<u>0.291669</u>
<u>6.75</u>	<u>0.2083375</u>	<u>0.3499965</u>
<u>7.875</u>	<u>0.24305</u>	<u>0.4083345</u>
<u>9</u>	<u>0.277775</u>	<u>0.466662</u>
<u>10.125</u>	<u>0.3125</u>	<u>0.525</u>
<u>11.25</u>	<u>0.347225</u>	<u>0.583338</u>
<u>12.375</u>	<u>0.38195</u>	<u>0.6416655</u>
<u>13.5</u>	<u>0.4166625</u>	<u>0.7000035</u>
<u>14.625</u>	<u>0.4513875</u>	<u>0.758334</u>
<u>15.75</u>	<u>0.4861125</u>	<u>0.816669</u>
<u>16.875</u>	<u>0.5208375</u>	<u>0.8749965</u>
<u>18</u>	<u>0.55555</u>	<u>0.9333345</u>
<u>19.125</u>	<u>0.590275</u>	<u>0.991662</u>
<u>20.25</u>	<u>0.625</u>	<u>1.05</u>

<u>3. Lab Hours</u>	<u>-</u>	<u>-</u>
<u>Hours Per Week</u>	<u>Semester Load</u>	<u>Annual Load</u>
<u>0.563</u>	<u>0.014875</u>	<u>0.0250005</u>
<u>1.125</u>	<u>0.029763</u>	<u>0.050004</u>
<u>2.25</u>	<u>0.059525</u>	<u>0.100002</u>
<u>3.375</u>	<u>0.089288</u>	<u>0.150003</u>
<u>4.5</u>	<u>0.11905</u>	<u>0.200004</u>
<u>5.625</u>	<u>0.148813</u>	<u>0.250005</u>
<u>6.75</u>	<u>0.178575</u>	<u>0.2999955</u>
<u>7.875</u>	<u>0.208338</u>	<u>0.3499965</u>
<u>9</u>	<u>0.2384</u>	<u>0.3999975</u>
<u>10.125</u>	<u>0.267863</u>	<u>0.4499985</u>
<u>11.25</u>	<u>0.297625</u>	<u>0.4999995</u>
<u>12.375</u>	<u>0.327375</u>	<u>0.5500005</u>
<u>13.5</u>	<u>0.357138</u>	<u>0.6000015</u>
<u>14.625</u>	<u>0.3869</u>	<u>0.6500025</u>
<u>15.75</u>	<u>0.416663</u>	<u>0.7000035</u>
<u>16.875</u>	<u>0.446425</u>	<u>0.7500045</u>
<u>18</u>	<u>0.476188</u>	<u>0.799995</u>

<u>19.125</u>	<u>0.50595</u>	<u>0.849996</u>
<u>20.25</u>	<u>0.535713</u>	<u>0.899997</u>
<u>21.375</u>	<u>0.565475</u>	<u>0.949998</u>
<u>22.5</u>	<u>0.595238</u>	<u>0.999999</u>
<u>23.625</u>	<u>0.625</u>	<u>1.05</u>

The workload or Full-Time Equivalent Faculty (FTEF) is 1.00 or 100% per semester ~~and may consist of lecture only, laboratory only, reassigned time, release time, individualized instruction only, or any combination thereof. Any work connected to unit member contractual obligations, (including department chair) or voluntary reassignment, or release time is counted toward the 1.00 load, except work done for a stipend or grants as indicated defined as in Article XX – Grant Collaboration, Works, and Special Projects.~~ The following represents FTEF calculations rounded to the nearest thousandth:

- a. The FTEF for lecture is calculated by dividing the maximum total number of hours of the class for the semester as defined in the approved course outline by 270. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.20 or $54/270 = 0.20$. ~~The 0.20 workload is based on a course that is administered over a 16-week period.~~
- b. The FTEF for individualized instruction is calculated by dividing the total number of hours of the class for the semester as defined in the approved course outline by ~~324~~. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.167 or $54/324 = 0.167$. ~~The 0.167 workload is based on a course that is administered over a 16-week period.~~
- ~~c.~~ The FTEF for laboratory is calculated by dividing the total number of hours of the class for the semester as defined in the approved course outline by 378. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.143 or $54/378 = 0.143$. ~~The 0.143 workload is based on a course that is administered over a 16-week period.~~
- d. The following is an example of calculation of workload for combined lecture and laboratory:

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

CHEM 100 = 0.486 or (lec 54/270 = 0.20) + (lab 108/378 = 0.286) = 0.486.

CHEM 202 = 0.486 or (lec 54/270 = 0.20) + (lab 108/378 = 0.286) = 0.486.

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

H. Class Size

1. Minimum Class Size

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

- a) The Chief Instructional Officer or designee will review enrollment information **at least** 7 days before the first day of class as stated in the schedule of classes in order to determine 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. No unit member's hourly/UOP classes shall be removed up to 175% to provide another unit member with load once the schedule has been published.

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

~~[PERB has long held that increasing the minimum number of students necessary before a course will be offered is squarely within the District's managerial rights, as well. (Mt. San Antonio Community College District (1983) PERB Decision No. 297, pp. 45-46. PERB has also held that a community college district's decision to cancel classes, including an entire session of classes, is outside of the scope of representation under the EERA. (Mt. San Antonio Community College District (1983) PERB Decision No. 297; See also, College of Redwoods (1994) PERB Dec. 1047A, fn.4 ("The Board has held that decisions to cancel classes fall within management's prerogative.")) In Mt. San Antonio, the District cancelled selected summer school courses during the first summer session, modified the criteria for determining which courses would be cancelled due to low enrollment, and cancelled the entire second summer session. The ALJ found that these decisions were entirely within its managerial prerogative and outside the scope of representation. PERB noted, however, that this does not relieve the District of the duty to negotiate in good faith over the effects of these decisions on bargaining unit members. (Id. citing Anaheim Union High School District (1981) PERB Decision No. 177; Newman Crows Unified School District (1982) PERB Decision No. 223; Newark Unified School District (1982) PERB Decision No. 225; see also Pasadena Area Community College District (2011) PERB Decision No. 2218.]]~~

- b) A unit member in any department/discipline/program that is on an 8-week only schedule within the 16-week semester is not required to add students to their open courses after the Friday (or last working day) before the semester or session begins. c.

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. It is at the alternate instructor's discretion as to whether previous assignments or other work completed in the first class can apply to the second class.

cd) 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.

2. 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.~~ **a. The maximum class size for all on-site classes will generally be limited to 30 no more than 40 students in a 16-week semester. Laboratory classes will be limited to the number of functioning workstations, not to exceed 4030 students. This maximum does not apply to online, open-lab, tutoring, music, or athletic classes. Course maximums will be listed on the course outline of record in the course curriculum.**

~~**b) The maximum course size for any class taught in any department/discipline/program that is on an 8-week schedule or minnie-semester shall be reduced by 17%.**~~

3. Class Stacking

- a) Class stacking definition: The lecture or the lecture portion of two separate sections of the same course are scheduled at the same time, in the same room. Class stacking is voluntary; the district may not require any faculty member to stack classes.
- b) No more than 2 sections of a lecture or lecture portion of a course may be stacked together.
- c) Class stacking may be requested by the district or by individual faculty at any time in the scheduling process up to 10 days before the first day of the semester/session.
- d) Class stacking is limited to lecture classes and correspondence (Justice Involved Education) courses. When a lecture course is stacked, faculty will receive additional load for the lecture portion of the class and all lab classes associated with the lecture will be compensated at the regular lab load rate or at the applicable hourly rate if the assignment is over 100% semester load.
- e) When two sections are stacked, faculty will be paid 20% semester load for the first section and 15% semester load for the second section.
- f) Examples:
 - 3 units of lecture = 20% semester load*
 - 2 stacked sections = 35% semester load (20% + 15% additional semester load)
 - 4 units of lecture = 26.6% semester load*

2 stacked sections= 41.6% semester load (26.6% + 15% additional semester load)

*15 units= 100% semester load

- g) All faculty teaching any honors course stacked to a non-honors course shall be compensated two (2) hours for each student enrolled at the hourly rate, up to five (5) students, for a maximum of ten (10) hours.
- h) Class stacking does not include mirrored non-credit classes, leveled lab courses, performance courses nor cross-listed courses.
- i) **No unit member is obligated to retain class stacking of a section previously assigned to another unit member (or from another bargaining unit) in order to make contractual load, regardless of the length of the class in the 16-week semester (16, 12, 8, 6 or less).**

4. Number of Course Preparations

An instructor can be assigned up to five (5) distinct course preparations per year **if they are teaching solely 16-week sections; unit members who are solely teaching 12-/8-/6-week sections (Fall and Spring semester only) can be assigned three (3) course preparations that are distinct in course content or modality.** An instructor can voluntarily agree in writing to additional preparations. If the instructor is assigned more than **five (5)three (3)** preparations, they will be paid \$500 for each additional preparation. For the purposes of this section, a preparation shall be defined as a three (3) or more unit course. Courses with less than three units will be equated using the formula (units per course times the number of distinct courses divided by 3). When two or more such courses are taught at the same time by the same instructor, they will be considered as one preparation. The area dean will initiate the payment process no later than the last week of the Spring semester, and include a list of all completed course preparations five and above for the previous academic year. Payment to the full-time faculty member will be made no later than the September payroll.

5. Offices and Office Hours

a. Faculty Offices

The intent of the District and the Association is Every attempt will be made to provide each full-time faculty member with an **individual** office which reflects and supports their professional status **no more than 10 minutes' walk within a reasonable distance** from their assigned classrooms.

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

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

controlled by the District.

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

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

iii. 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.

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

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

vi. Unit members who cannot access their offices, mailboxes or other workspaces will immediately notify their area dean, and will be provided keys/keycards or other materials necessary for them to fulfill their contractual obligations. The District will immediately provide an alternative location on campus so the unit member can fulfill their contractual obligations.

~~vii. Unit members whose assignments are at multiple campus locations, or whose assignment workspaces are more than 10 minutes' walk from their assigned office, shall have the option to hold office hours at any approved location on campus for the semester. Specific location(s) shall be listed on the office hour request form when submitted as per Article 12.6.b.i-vii. Unit members have a right to a private and secure office at each District location they are assigned.~~

b. Office Hours

i. Full-time faculty office hours are intended to allow students access to teaching faculty. These hours shall be scheduled to best meet the needs of students and approval by the Chief Instructional Officer or administrative designee will be predicated upon this criterion.

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

a) Full-time faculty with more than five lab hours per week will schedule 200 minutes per week of office hours.

b) Full-time faculty who have less than a full-time teaching

load (including those full-time faculty with primarily non-instructional assignments) will schedule office hours on a pro rata basis.

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

d) Full-time faculty will submit their office hour schedule by the first day of the term to their area administrator. Faculty may modify their office hours to align with their teaching schedules.

~~d) Unit members in departments, disciplines, or programs where there is an 8-week schedule only can elect to hold office hours based on their first or second 8-week schedule at different days and times, or can hold office hours applicable to a 16-week semester, whichever fits their first/second 8-week schedule.~~

- iii. The Chief Instructional Officer or designee will acknowledge, in writing, in a timely manner, the receipt of the teaching full-time faculty member's office hours schedule and also its approval by the end of the first week of the Fall/Spring semester.
- iv. Once approved, full-time faculty members will post their office hours at the location and in the syllabus no later than the beginning of the second week of instruction each semester, using the form provided by the Chief Instructional Officer.
- v. If a teaching full-time faculty member does not submit their office hours as indicated above, the Chief Instructional Officer or administrative designee will assign and post office hours which meet the needs of students and also will inform the instructor in writing.
- vi. Circumstances may arise which necessitate a change in the approved office hours schedule. A full-time faculty member shall submit revisions of their 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.
- vii. 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 H, Employee Absence Report, and also Article 36 regarding unauthorized absences.

6. Intellectual Property Rights and Rights to Claim Copyright

- A. Works made for hire prepared by an employee within the scope of employment are deemed to have been prepared by and belong to the District for copyright and intellectual property purposes.
- B. Intellectual property rights and the right to claim copyright belongs to the unit member when such material was created on the unit member's own time outside of the contracted workweek not part of or relating to assigned duties with the District, the project was not commissioned by the District, no payment, stipend, or release time was made, and no District resources were granted to the unit member for this purpose. Intellectual property applies to all materials created by a unit member, including, but not limited to, full courses, course materials, modules, textbooks, faculty-created content, streaming videos, tests, software, and any other tools, materials, or techniques that are used to support access to knowledge.
- C. Responsibility for registration of copyright lies with the owner of the copyright.
- D. Royalty distribution rights parallel ownership in copyright.
 - 1. Unit members with full copyright ownership retain full royalty distribution rights.
 - 2. The District with full copyright ownership retains full royalty distribution rights.
- E. If the District and unit member(s) agree to share copyright ownership, royalty distribution rights will be as follows:
 - 1. All agreements shall be in writing.
 - 2. One hundred percent of royalties or other profits will be distributed to reimburse the District and/or unit member(s) for documented expenses of creation and production of the material until all such documented expenses are completely reimbursed.
 - 3. The remainder of any royalties or other profits will be distributed 50 percent to the District and 50 percent to the faculty member.

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

7. Syllabus Submission

Faculty are required to submit one electronic version of their syllabi for each course they are teaching on the District-approved template to their dean's office/area administrator, or the Office of Instruction, or any other designee by the end of the first week-day of class. Any substantive change to the syllabi shall be submitted to the Office of Instruction within two (2) business days. Unit members in departments/disciplines/programs that are 12-/8-/6- weeks only will submit syllabi at the end of the first week of each 12-/8-/6-week period as noted above.

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

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

J. Maintenance of licenses and other professional credentials

Unit members are required to maintain any professional license and/or credential required for their employment (e.g., Nursing, Automotive, EMS, etc.). ~~Should maintenance of licenses or credentials require specific courses taught, the department's class selection process as outlined in Article 12 shall clearly articulate and designate classes needed to maintain status.~~

~~In cases where outside work needs to be completed to maintain licenses/credentials, schedules shall be adjusted for impacted unit members as needed.~~ Unit members who need to take leave to recertify shall follow the process specific to Article 25 (STRS Reduced Workload); Article 29 (Personal Necessity/Leave of Absence); Article 32 (Professional Opportunity Leave); Article 33 (Sabbatical); or any other applicable process in the bargaining agreement.

~~The area administrator shall work with unit members in their programs/departments to ensure that all licenses and credentials are maintained. In programs/departments where new requirements are instituted by state and/or federal agencies, the area administrator shall inform unit members of changes and requirements.~~

837
838
839 **ARTICLE 13**
840 **DISTANCE EDUCATION INSTRUCTION AND COMPENSATION**
841

842 A. Intent
843

844 The District and the Association recognize distance education instruction as a valuable
845 tool for student learning. Therefore, the following practices and provisions shall be
846 implemented in regard to distance instruction and compensation and the impact on
847 unit member working conditions. Two members appointed by the VVCFA executive
848 board will participate on any District participatory governance DE committee.
849

850 All classes designated as “distance education” instruction shall be part of the
851 department class selection process as per Article 12, and can be designated as
852 contractual load classes or UOP/hourly classes. A list of all distance education
853 sections will be provided to department chairs as practicable as part of the scheduling
854 process and timeline.
855

856 “Distance Education” instruction includes the following modalities and their specific
857 impact on unit member working conditions, and full-time faculty teaching in these
858 online modalities must be DE-Certified:
859

860 1. Fully online/asynchronous – 100% online with no on-campus requirement, with
861 the exception of proctored assessments in line with CCCC and ACCJC
862 guidelines for specific disciplines (e.g., Math).
863

864 2. Hybrid – Asynchronous online with synchronous on-campus component.
865

866 a. Hybrid Class: Instruction involving regular and effective online
867 interaction for an equal portion of contact hours that takes place
868 synchronously or asynchronously and is supported by materials and
869 activities delivered in person and online through the college’s learning
870 management system.
871

872 This would include regular synchronously scheduled meetings for
873 lectures, lab, or testing where the instructor and student are together.
874 Any portion of a class delivered online must be equivalent to the
875 amount of faculty-student in-person meeting time. The approved online
876 portion must meet the regular and substantive interaction regulations.
877 The class schedule indicates when and where the in-person meetings
878 occur and how many hours must be completed online. Any scheduled
879 or synchronous online meetings should also be included in the schedule
880 of courses.
881

882 b. Hybrid courses that contain lecture and lab requirements shall be split
883 in the following way for contractual load: lecture can be held online, and
884 count to online load requirements; lab sessions will be calculated as
885 face-to-face load requirements. For example:
886

887 i. A three (3)-unit physics class with one (1) hour of lecture and
888 three (3) hours of lab per week shall be calculated as one (1)
889 online hour of instruction and three (3) hours of face-to-face
890 instruction.
891

- 892 ii. A four (4)-unit biology class with two (2) hours of lecture and five
893 (5) hours of lab per week shall be calculated as two (2) online
894 hours of instruction and five (5) hours of face-to-face.
895

896 3. Remote – Online synchronous instruction with asynchronous online
897 assignments and interaction outside of the remote/synchronous classroom.
898 Remote instruction must be done synchronously during the days/times posted
899 in the schedule. Remote courses are considered online classes.
900

- 901 a. Remote classes taught by unit members may be conducted on campus
902 or remotely (or a combination) using District or their own equipment and
903 facilities. In consultation with the area administrator and the unit
904 member, the VPI or designee will determine the location remote
905 classes will be taught (on campus or remotely, or a combination),
906 except in emergency circumstances where the campus is closed, where
907 remote sections will be taught off campus.
908

909 Faculty approved for an offsite remote assignment are responsible for
910 acquiring, maintaining, repairing, and replacing remote work equipment
911 and ensuring that their equipment is in good working order and
912 sufficient to meet the needs of the assignment.
913

914 The District is required to reasonably maintain, repair and update
915 necessary District equipment for unit members required to teach remote
916 sections on campus. Necessary equipment for on-campus remote
917 sections includes monitor, keyboard, webcam (or monitor- based
918 camera), microphone and interactive software (i.e., Zoom capability,
919 discipline-specific content as agreed upon by the Department Chair and
920 Vice-President of Instruction or appropriate administrator), and
921 hardware with the capacity to run essential remote class functions.
922

- 923 b. Unit members must be DE-certified to teach remote classes unless the
924 college is closed due to circumstances beyond its control (natural
925 disaster, epidemics, etc.). Non-DE-certified unit members will be
926 allowed to teach remotely in exigent circumstances at the discretion of
927 the Chief Instructional Officer.
928

- 929 c. If college equipment or internet fails during an on-campus remote class,
930 the unit member shall immediately notify the Dean or appropriate onsite
931 administrator. The unit member is not responsible to make up on-
932 campus remote classes due to verified District equipment or internet
933 failure without additional compensation.
934

- 935 d. No filming or recording by the District will be allowed in remote classes
936 without the unit member's written permission, and any recording of the
937 unit member will be destroyed after the semester/session.
938

939 4. Hy-flex (on-campus synchronous online at the days/times in the published
940 college schedule). Hy-flex courses are defined as courses where the unit
941 member is on campus, in a technologically-enabled classroom which contains
942 synchronous in-person learning and distance learning.
943

- 944 a. No unit member shall be required to provide their own equipment,
945 internet, or other technical items for hy-flex classes.
946

- 947 b. Unit members scheduled to teach hy-flex classes are not responsible
948 for college technical failure, lack of internet service, or any other item
949 which is the responsibility of the District to provide and maintain. Should
950 technical failure occur, unit members teaching hy-flex courses are not
951 required to conduct additional class meetings for remote students.
952
- 953 c. No filming or recording by the District will be allowed in hy-flex classes
954 without the unit member's written permission, and any recording of the
955 unit member will be destroyed after the semester/session.
956
- 957 d. All hy-flex classrooms will have posted information for unit members on
958 immediate technical assistance from the District so instruction will not
959 be negatively impacted by technical issues.
960
- 961 e. In circumstances where the college is closed (natural disaster,
962 epidemics, and similar), hy-flex classes may revert to online courses as
963 determined by the Chief Instructional Officer.
964

965 5. Correspondence Education:
966

- 967 a. Correspondence Education means education provided through one or
968 more courses under which the College provides instructional materials,
969 by mail or electronic transmission, including examinations on the
970 materials, to students who are separated from the instructor.
971 Correspondence Education is not online, hybrid, hy-flex or remote
972 instruction, and unit members do not need to be DE-certified to teach
973 Correspondence Education courses. Correspondence Education
974 courses are subject to the same limits as DE classes for full-time faculty
975 load.
976
- 977 b. ~~Full time faculty teaching correspondence sections shall complete all~~
978 ~~work and meetings related to these sections on campus in their~~
979 ~~assigned office or other campus workspace for the required unit hours~~
980 ~~of the course (e.g., a three-unit course would equal 3.4 hours on~~
981 ~~campus per section per week to reach the contact hours required for a~~
982 ~~16-week course. Larger unit courses, or courses scheduled for shorter~~
983 ~~periods [8 weeks for 6.8 hours per week] would add time per week as~~
984 ~~needed, as any DE course).~~
985

986 B. Training
987

- 988 1. The District will provide appropriate technical and instructional support and
989 rigorous and substantive training, in line with DE best practices and
990 accreditation recommendations on a regular basis, as reflected in District
991 guidelines and policies, including the most current and approved District
992 Distance Education Plan.
993
- 994 2. Faculty who have previously offered online/hybrid classes at VVC on or before
995 August 27, 2018, or those who have gained the necessary training and
996 experience on their own via VVC certification, or via an outside certification
997 process are qualified to teach online/hybrid/remote/hy-flex classes if their
998 training meets VVC Distance Education Certification Guidelines as outlined in
999 the current Academic Senate Policy.
1000
- 1001 3. Mandatory remote and hy-flex training sessions, not to exceed four (4) hours,

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

C. Scheduling

1. Classes may be offered in all DE modalities once the Curriculum Committee process has approved them for online delivery. The Chief Instructional Officer or designee shall have the responsibility and authority to determine the scheduling of online/hybrid classes and the assignment of full-time faculty as per the scheduling processes in Articles 21 and 12.
2. When a new DE class is created, the instructor will submit the completed course template to the Distance Education Advisory Committee (DEAC) to ensure compliance with Accreditation Guidelines and any other applicable state and federal regulations before the class can be opened for registration.
 - a. Final decisions regarding course readiness will be made by the Office of Instruction with DEAC recommendations. If the Chief Instructional Officer deems the course is not ready to launch, then the unit member will not teach this section in the DE modality until the Chief Instructional Officer recommends implementation in consultation with DEAC.
 - b. The District and Association agree to continue to investigate and negotiate periodic review of all distance education courses once there is a specific and detailed plan in place from the District.
3. Each faculty member will be limited to 60% annual load of distance education, as defined in Article 13.A above, unless extenuating circumstances as determined by the District create a need to increase the current limit up to a full load. Only the online portion of hybrid courses will count towards the 60% maximum. Each faculty will spend a minimum of 40% of load teaching in person. Additional distance education classes may be offered hourly.
4. All classes offered in any DE modality as outlined above will utilize the District's online instructional system for primary contact with students.

D. Class Size

1. Online class enrollment will be limited to a maximum of 35 students.
2. Over-enrolled Classes
 - a. An overenrolled class is a class that is allowed by the CIO and agreed to by the faculty member to enroll more students than the maximum class size set by Article 13.C.1 above.
 - b. Upon first census, the District will calculate the hourly rate for over-enrollment and will prepare a contract using Table 1 below.
 - c. Over-enrollment will be compensated at the prevailing hourly or unit of pay rate and will not be counted as load according to Table 1 below.

TABLE 1

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

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

E. Office Hours

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

F. Proprietary Rights

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

G. Distance Education Classes as Part of Faculty Evaluation

1. Faculty who teach 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, 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 Learning Management System Administrator, Chief Instructional Officer, or IT.

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1115	Victor Valley Community College District	Victor Valley College Faculty Association
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