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Victor Valley College

AGREEMENT

between

Victor Valley Community College District

and

AFT Part-Time Faculty United,
Local 6286, AFL-CIO

July 1, 2021–June 30, 2022

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ARTICLE 1: Agreement

1.1 The Articles and provisions herein constitute a bilateral and binding Agreement between the Victor Valley Community College District (the "District") and the AFT Part-Time Faculty United, Local6286, CFT/AFT, AFL-CIO (the "AFT Part-Time Faculty United" or "Union").

1.2 This Agreement is entered into pursuant to the Educational Employment Relations Act (the "EERA"), Government Code §3540 et seq. The parties recognize and agree that this Agreement and its implementation fall within the jurisdiction of the Public Employment Relations Board (the "PERB") as established by the EERA.

1.3 This Agreement, when ratified and executed by each party hereto, shall constitute the sole agreement between them. Any modification or amendment of this Agreement shall be made by and between the parties hereto in writing and executed by each party thereto.

1.4 This Agreement shall become effective July 1, 2021 and shall remain in full force and effect up to and including June 30, 2022.

ARTICLE 2: Recognition

2.1 The District recognizes AFT Part-Time Faculty United as the exclusive bargaining agent and representative of the Part-Time Faculty Bargaining Unit effective June 2, 2004.

2.2 The Part-Time Faculty Bargaining Unit is described in the PERB Certification of Representation in Case No. LA-RR-1101-E, name as amended August 26, 2004 LA-AC-59-E. "Unit Members" shall mean all members of the Bargaining Unit, individually or collectively.

2.2.1 The Part-Time Faculty Bargaining unit shall include only part-time faculty teaching sixty-seven percent (67%) or less of a full-time load either for credit or non-credit. This includes the part-time faculty assignment portion of classified employees who teach and all part-time counselors and part-time librarians not included in the full-time faculty contract.

2.2.2 The Part-Time Faculty Bargaining unit shall exclude all management, supervisory, classified (with the exception of teaching assignments performed by classified employees), and confidential employees and all full-time or pro-rata permanent or tenured faculty, contract or non-tenured faculty, full-time temporary faculty paid on the regular and contract faculty salary schedule, substitutes, and lab supervisors.

2.3 Unit Members on an authorized leave of absence remain members of the Bargaining Unit during such leaves of absence. Leaves of absences are not authorized beyond the conclusion of the contracted semester/session in which they were granted.

2.4 Any dispute between the District and AFT Part-Time Faculty United as to whether any new or revised position is to be included within or excluded from the Bargaining Unit shall be submitted to the exclusive jurisdiction of the Public Employment Relations Board ("PERB").

ARTICLE 3: District Rights

3.1 All matters not specifically enumerated as within the scope of representation in Government Code 3543.2 or not limited by the express terms of other Articles of this Agreement are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the Board's sole right to manage the District and direct the work of its employees; to determine the level, means, and kinds of services provided; to determine the staffing patterns and the number of kinds of personnel required; to determine its organization; to determine assignment and location thereof; to determine performance standards; to decide on the building, location, or modification of a facility; to determine the budget and methods of raising revenue; to determine educational objectives and policies; to determine the time and hours of operation of District facilities; to sub-contract work or operations except where expressly forbidden by law; to maintain order and efficiency; to determine rules applicable to employees; to hire, assign, evaluate, promote, discipline, layoff, and transfer employees. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner. The right to determine or decide any of the foregoing shall also include the right to implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently in any such areas.

3.2 It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the consultation rights of the Union as set forth in Government Code Section 3543.2. However, such rights are not part of this Agreement, and it is the parties' intention that the provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's right.

3.3 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth above, or any other rights of the District not expressly limited by the language of this Agreement, is not subject to the Grievance Procedure contained in this Agreement.

3.4 The District retains the right to amend, modify, or rescind policies and practices set forth in the Agreement in cases of emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action that affects District facilities or equipment or otherwise involves an act of God or specific governmental order requiring the District to make certain action or refrain from taking certain action.

ARTICLE 4: Union Rights

4.1 A reasonable number of AFT Part-Time Faculty United representatives shall have the right of access to areas in which employees work so long as the representatives do not interfere with the work performance of any employee. AFT Part-Time Faculty United representatives may not have access to classrooms during class time for Union business or may not disrupt the learning and/or work environment.

4.2 Six bulletin boards shall be designated for the exclusive use of AFT Part-Time Faculty United at the following locations/buildings: Vocational Education, Gym, Academic Commons, Allied Health, Liberal Arts, and the Advanced Technology Center (ATC). Items posted on this and other campus bulletin boards shall only contain official business of AFT Part-Time Faculty United.

4.3 All items to be posted by the Union on other campus bulletin boards shall bear the date of posting and the designation of AFT Part-Time Faculty United and shall be removed by AFT Part-Time Faculty United no later than ten (10) days from the posting date. A copy of any posted materials shall be provided to the superintendent/president on the same day the item is posted.

4.4 A mailbox in the mailroom/staffroom, located in the same building as the AFT office, shall be provided for exclusive use of AFT Part-Time Faculty United.

4.5 Communications placed by AFT Part-Time Faculty United in institutional mailboxes shall bear the designation of AFT Part-Time Faculty United.

4.6 AFT Part-Time Faculty United will pay for its own supplies.

4.7 AFT Part-Time Faculty United shall be permitted free office space on the main campus.

4.8 AFT Part-Time Faculty United shall be permitted the use of other facilities and equipment subject to District policies and procedures governing their use. AFT Part-Time Faculty United may schedule the occasional use of classrooms and meeting facilities in the same manner as do other campus organizations and college departments, divisions, and committees. For such uses, the Union shall follow the same procedures for scheduling and use of campus facilities as are required of other campus organizations and college departments, divisions, and committees.

4.9 Upon request, AFT Part-Time Faculty United shall be provided existing District information and documents that are available to the public. In addition, the District shall provide to AFT Part-Time Faculty United existing documents and data necessary for the purposes of negotiations, administration of this Agreement, processing of grievances, and representation of the members of the Bargaining Unit. Such materials include, but are not limited to, existing financial reports and audits, rosters of all personnel, budget plans and projections, allocation of state and federal funds, and student enrollment data. Union requests for information not contained in existing documents can be submitted in writing. The District need not provide the requested information when to do so would be overly burdensome. If the District agrees to provide the information, AFT Part-Time Faculty United will bear the cost associated with complying with the request. The District shall provide AFT Part-Time Faculty United with an estimated date of completion.

4.10 In satisfaction of the requirements of Chapter 10.7 of Division 4 of Title 1 of the Government Code, during the regular semesters, the District shall provide a cumulative

total of 540 hours of compensation per semester to such Unit Members as may be designated by the Union for purposes of meeting and negotiation and the processing of grievances. Such Unit Members shall be compensated at their appropriate hourly rate on the part-time faculty schedule. Such compensation shall be considered as payment for professional ancillary activities and shall not be used for purposes of calculating eligibility for contract or regular status under the "sixty-seven percent law." (Education Code Sec. 87482.5(c).) Not later than the first day of each semester, AFT Part-Time Faculty United will provide the Office of Human Resources and the Office of Payroll & Benefits with a list of such designated Unit Members and the number of hours of compensation awarded to each pursuant to this section. AFT Part-Time Faculty United shall promptly notify the District should subsequent changes be necessary. If an AFT Part-Time Faculty United designated representative must miss a class due to union business, the representative shall contact the appropriate dean so that every effort can be made to avoid a class cancellation.

4.11 By the end of the fifth week of each term, the District shall provide in electronic form to AFT Part-Time Faculty United the names, addresses, telephone numbers, e-mail address, and discipline(s) of all part-time faculty employed that term. Upon AFT Part-Time Faculty United's request, within two (2) days the Deans shall provide the assignment information for all individuals requested for specified time periods. In addition, at the close of each pay period, the District shall provide AFT Part-Time Faculty United with a list (in electronic form) of all part-time faculty paid during that pay period.

4.12 At least once each month, designated representatives of the District and AFT Part-Time Faculty United shall meet on a mutually agreed upon date, place, and time for the purpose of reviewing the administration of this Agreement and for the purpose of resolving any problems that may arise. Representatives of AFT Part-Time Faculty United may submit agenda items for discussion. The agenda will be prepared by the District and mutually agreed upon by both parties.

4.13 For those college-wide committees that have full-time union representation, the part-time faculty union shall also have representation.

4.14 The District shall post this Agreement on the District Web site and also make it available in PDF format for download from that Web site. The Office of Human Resources shall provide each newly hired part-time faculty member with instructions on how to find the Agreement on the District Web site. A unit member may obtain a printed copy of this Agreement by submitting a written request to the Office of Human Resources.

4.15 The District shall provide AFT Part-Time Faculty United with electronic access to current board policies on the District Web site.

4.16 Payroll Deductions - The District shall make the appropriate deduction from each bargaining unit member's monthly wages unless otherwise instructed by the AFT-PTFU leadership. Any unit member who is paying dues through deduction may stop making those payments as stated in the Authorization for Dues Withholding from Earnings section of the Federation membership form.

ARTICLE 5: Grievance Procedure

5.1 Definitions

5.1.1 "Grievant:" a "grievant" is the Union (AFT PTFU), a unit member, or a group of unit members who allege a violation, misinterpretation, or misapplication of one or more specific sections of this Agreement.

5.1.2 "Grievance:" a "grievance" is an allegation that there has been a violation, misinterpretation, or misapplication of one or more specific sections of this Agreement.

5.1.3 "Working day:" for the purposes of this article, a "working day" is defined as any calendar day that the College's business offices are open and classes are being held. Working days do not include holidays or weekends.

5.2 General Provisions

5.2.1 The District and AFT Part-Time Faculty United agree that a reasonable effort will be made by the District and the unit member(s) to resolve the grievance(s) in an informal manner at the lowest possible level.

5.2.2 Each party involved in a grievance shall act in a timely manner so that the grievance may be resolved promptly. However, with the written consent of the Union and the District, the time limits for any level may be extended. The right to grieve the incident is forfeited when AFT PTFU fails to adhere to the time limits. If the District fails to respond within the time limits, the grievance will proceed to the next level in the grievance process.

5.2.3 The Grievance and Appeal Form appears in Appendix B. The form requires that the grievant must specify the precise section(s) of this Agreement which have been violated, misinterpreted, or misapplied and requires the grievant to specify a requested remedy.

5.2.4 The grievance process may not be used to challenge the termination or non-renewal of an assignment unless a violation, misinterpretation, or misapplication of Article 13 is alleged.

5.2.5 The grievant shall have the right to be present at the meeting for each level of the grievance procedure. All parties shall make every effort to schedule grievance meetings at mutually convenient times. A grievance meeting shall not be scheduled during the time the grievant is required to be present in class.

5.2.6 Grievances of a similar or like nature may be joined as a single grievance upon the written mutual consent of the grievants involved and the District. Should the grievances be consolidated, the final grievance decision shall be binding upon all parties to the consolidated grievance.

5.2.7 In adjusting the grievance, the grievant and the District shall have equal access to any documents and District records not otherwise protected from access by law. Access to the personnel file of the grievant by the Union will be permitted only where the Union has the written authorization of the grievant.

5.2.8 All grievance documents and/or files shall be maintained in a section of the Human Resources filing system separate from the personnel files. Access to grievance documents shall be limited to District personnel charged with the processing of grievances, the grievant, and AFT Part-Time Faculty United representatives with written authorization by the grievant.

5.2.9 No reprisals of any kind shall be taken by the District or AFT Part-Time Faculty United against any grievant or other participant in the grievance procedure by reason of such participation.

5.2.10 Other than AFT Part-Time Faculty United no other person or organization may represent the grievant. However, a bargaining unit member may file a grievance on his/her own behalf and incur any costs. With the exception of arbitration, the grievant shall be allowed to process and attend every step of the grievance procedure.

5.2.11 The grievant shall be accompanied by AFT Part-Time Faculty United at all grievance meetings unless representing himself/herself. In situations in which the grievant has chosen to represent him/herself, the District shall not agree to a final resolution of the grievance until AFT Part-Time Faculty United has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter within ten (10) working days of that receipt. Such settlements shall not be precedents for other disputes, except by written agreement between the District and the Union.

5.2.12 The Manager or Dean shall forward all documentation related to the grievance to the Vice Presidents of Instruction and Human Resources.

5.3 Procedures

5.3.1 Informal

5.3.1.1 Within fifteen (15) working days after the alleged acts or omissions giving rise to the complaint or after the grievant should reasonably have known of the alleged act or omission giving rise to the complaint, the grievant shall present the grievance to the grievance officer of AFT PTFU to determine if a grievance against the contract exists. If the complaint is a grievance, the grievant and AFT PTFU have five (5) days to schedule and hold a conference with the manager or dean. The grievance officer will accompany the grievant to the informal conference. If the grievant does not present the alleged grievance within the fifteen (15) working days noted above, the right to grieve the incident is forfeited.

5.3.1.2 The Manager or Dean shall have five (5) working days to respond. If not resolved, the matter will be moved to Level One Grievance.

5.3.2 Level One

5.3.2.1 Formal Level I: within ten (10) working days after Manager or Dean responds, or should have responded, if the grievant is not satisfied, the grievant and the grievance officer will present the grievance in writing to the grievant's immediate Manager or Dean. The grievant shall deliver a copy of the Level One grievance to AFT Part-Time Faculty United. If the grievant does not present the grievance within the ten (10) working days noted above, the right to grieve the incident is forfeited.

5.3.2.2 This grievance statement shall be a clear, concise statement of the alleged violation, misinterpretation, or misapplication of a specific article and section of this Agreement, the circumstances involved, the decision rendered at the informal conference, if any, and the specific remedy sought. The grievance shall be submitted on the Grievance Form.

5.3.2.3 The immediate Manager or Dean shall communicate his/her decision in writing to the grievant and to AFT Part-Time Faculty United within ten (10) working days after receiving the Level One grievance.

5.3.3 Level Two

5.3.3.1 In the event the grievant is not satisfied with the decision at Formal Level One, the grievant may, with the grievance officer, within ten (10) working days, appeal the decision in writing in a meeting with the Vice President of Instruction or his/her designee. The grievant shall deliver a copy of the Level Two grievance to AFT Part-Time Faculty United. This appeal shall include a copy of the original grievance, the decisions rendered, and the reasons for the appeal.

5.3.3.2 The Vice President of Instruction or designee shall communicate his/her decision in writing to the grievant and AFT Part-Time Faculty United within fifteen (15) working days after receiving the Level Two grievance.

5.3.4 Level Three: Mediation

5.3.4.1 If the grievant is not satisfied with the decision at Level Two, at the grievant's option, he or she may, with the grievance officer, within ten (10) working days of the receipt of the decision on the grievance from Level Two, submit to AFT Part-Time Faculty United, a written request for mediation of the grievance. Upon notification from AFT PTFU, the Vice President of Human Resources shall, within ten (10) working days after the receipt of the written request, submit to the California State Mediation and Conciliation Services a request for the services of a mediator. AFT Part-Time Faculty United and the District shall jointly agree to the mediator selected.

5.3.4.2 If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement of the resolution to that effect and thus waive the right to further appeal the grievance.

5.3.5 Level Four: Arbitration

5.3.5.1 If the grievance was submitted to mediation but the mediation process did not produce a mutually acceptable resolution, within ten (10) working days of the mediation meeting, the grievant may request, in writing, that the Union submit the matter to binding arbitration. Only AFT PTFU may make the decision to move the grievance forward to binding arbitration. The ability to move to binding arbitration is forfeited if the deadline to file is not met.

5.3.5.2 If the decision of AFT PTFU is to move the grievance to binding arbitration, then within fifteen (15) working days following receipt of the written request for arbitration, the Union shall notify the District in writing that it is submitting the grievance to binding arbitration.

5.3.5.3 AFT Part-Time Faculty United and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, within 15 working days, the Vice President of Human Resources shall request a list of five (5) names from the California State Mediation and Conciliation Services to provide a roster of five names of persons experienced in hearing grievances in public agencies. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by lot. The remaining name shall be the arbitrator.

5.3.6 Arbitration Procedure

5.3.6.1 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him or her by the respective parties in the presence of each other and upon the arguments presented in briefs.

5.3.6.2 Either party may, at its own expense, cause the hearing to be recorded by a certified court reporter, and the other party may, at its own expense, receive a certified copy of the record so created, or the parties may bear the expense equally.

5.3.6.3 The arbitrator's decision shall be in writing and shall set forth all relevant findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation that requires the commission of an act prohibited by law or that violates the terms of this agreement. The findings, conclusion, and recommendation of the arbitrator shall be final and binding on both parties.

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

ARTICLE 6: Evaluation

6.1 To assure the highest quality educational programs and services, Unit Members shall be observed and evaluated.

6.2 Definitions

6.2.1 An "evaluatee" is the Unit Member being evaluated.

6.2.2 An "evaluator" shall be the Dean or Manager for the evaluatee. Per Education Code Section 87663(c), the evaluation shall include a peer review process.

6.2.3 A "peer reviewer" may be either a part-time or a full-time faculty member from the part-time faculty member's discipline or related discipline.

6.2.4 An "Observation" is a continuous period of not less than thirty (30) minutes during which the observer or peer reviewer observes the Unit Member in the performance of his or her duties. The Peer Observation Form will be used during the observation.

6.2.5 A "short-term" class is defined as any course less than eight (8) weeks.

6.2.6 A satisfactory final evaluation is defined as an average of 3.0 or higher as defined on the evaluation forms in Appendix B.

6.2.7 For the purpose of this article, a working day is defined as a day that the central administrative offices of the District are open for business and classes are being held.

6.2.8 The Dean prepares a "final evaluation report" that includes the observation report, a summary of student evaluations, and information regarding the adjunct faculty member's participation in the assessment and evaluation of Student Learning Outcomes as well as a description of how the unit member plans to use the results of the assessment of learning outcomes to improve teaching and learning.

6.3 Scheduling and Frequency

6.3.1 A Unit Member who has not met the requirements to receive priority assignment as described in 13.3 shall be evaluated during the first regular semester of employment and during the third semester of employment.

6.3.2 A Unit Member may be observed any semester that the Unit Member is employed but not less than once in a four-semester period.

6.3.3 Observations for the purpose of evaluation must be held during any scheduled class or non-teaching assignment. An evaluatee shall be notified by the Dean or Manager five (5) working days in advance of an observation. The notification shall include a copy of a blank observation form (see Appendix B).

a) Observations for sixteen (16) week courses shall be conducted no earlier than the third (3rd) week of classes and no later than the thirteenth (13th) week of the semester.

b) Observations for eight-week classes shall be conducted no earlier than the second (2nd) week of the class and no later than the sixth (6th) week of the class.

Observations for short-term classes, less than eight (8) weeks, shall be conducted after the first 20% and no later than 80% of class meetings. An evaluatee shall be notified by the Dean or Manager twenty-four (24) hours in advance of an observation.

6.3.4 Within five (5) days after discussing the observation with the reviewer, the evaluatee may also have the option of requesting a second observation by a different observer in the event that he or she has serious concerns with the initial observation.

6.3.5 The District reserves the right to make unannounced visits to the classroom or non-instructional worksite.

6.4 General Evaluation Procedures

6.4.1 Unit Members shall be evaluated according to the criteria established by the District and the Union.

6.4.2 The Unit Member shall also be notified that the evaluator or designee will conduct student evaluations of the Unit Member's performance. When student participation is less than 50% of the census enrollment, the evaluator shall take into account and consider when evaluating the Unit member that less than a majority of the students have provided feedback.

6.4.3 As a peer reviewer, a part-time or full-time faculty within the Unit Member's discipline shall perform a classroom, library, or counseling observation of student contact activities for at least thirty (30) minutes. If a part-time or full-time faculty member from within the Unit Member's discipline is not available to perform the peer review, the District shall select a peer reviewer from a related discipline.

a) Participation for peer observation will be voluntary. When no volunteers are identified, the Dean can offer the assignment or conduct the observation themselves.
b) The observer will receive in the college mail (electronic or hard copy) the class observation form/peer review report (Appendix B).
c) Part-Time Faculty can volunteer to observe. Deans will assign Part-Time Faculty based on availability. When no volunteers are identified, the Dean can offer the assignment or conduct the observation themselves.
d) Peer reviewers will be paid sixty-five dollars ($65) per peer observation. Compensation will be provided no later than the last regular payment within the semester in which the observation was completed.

e) Peer observation will follow the timeline in 6.3.3.
f) The peer observer will send a hard copy of the completed form within one (1) week to the appropriate administrator.

6.4.4 After all of the evaluation components have been completed, the Dean or Manager shall prepare a final evaluation report that includes the observation report and a summary of student evaluations. The final evaluation report should be completed no later than two weeks prior to the end of the class in which the member is being evaluated. That includes information regarding each part-time faculty member's participation in the following:

a) Based on the most recent assessment and evaluation of Student Learning Outcomes if assigned by Area Dean pursuant to Article 12.5.
b) A description of how the unit member plans to use the results of the assessment of learning outcomes to improve teaching and learning. [See ACCJC Standard III (A)(6).]

6.4.5 No later than two weeks prior to the end of the semester in which the member is being evaluated and after the final evaluation report has been completed, the Dean or Manager shall communicate with the Unit Member the results of the evaluation. For short-term classes, the Dean shall communicate the result of the evaluation with the unit member prior to the start of the following semester.

6.4.6 The final evaluation report shall require the signatures of the evaluatee as well as of the evaluator. The evaluatee's signature shall signify receipt of a copy of the evaluation, not necessarily his or her agreement with its content. The final evaluation report shall be placed in the Unit Member's personnel file.

6.4.7 In the event that the evaluatee disagrees with the final evaluation, he or she may submit within ten (10) working days after signing the report, a statement of exception to the Office of Human Resources. The statement of exception shall be stapled to the original final evaluation report and become part of the Unit Member's personnel file.

6.4.8 A Unit Member shall be evaluated for any instructional or non-instructional assignment. However, subsequent to the Unit Member's initial evaluation, he or she shall not be evaluated in more than one assignment during any given semester.

6.4.9 The parties agree that the evaluation process as outlined within this Article is a shared responsibility.

a) Failure of the evaluatee to participate in the evaluation process as outlined within this Article relieves the District of considering priority assignments.
b) Failure by the District to complete the process as articulated within this Article will grant an eligible unit member temporary priority status. If the District fails to complete an evaluation within two semesters from the date it is due, the evaluation requirement will be satisfied. If the unit member meets all other criteria outlined in Article 13.3, Eligibility for Priority Assignments, the unit member will be granted priority status.

ARTICLE 7: Personnel Files

7.1 There shall be only one Personnel File for each Unit Member, and it shall be maintained by the District in the Human Resources Office. The cabinets in which Personnel Files are kept shall be locked at all times outside of normal business hours. Except as provided in a settlement agreement between the District and the grievant(s), documents related to grievances shall not be included in the Personnel File.

7.2 Each Unit Member shall have the right to review the contents of his or her own Personnel File by making a prior appointment for review. The review shall take place at a time when the Unit Member is not otherwise required to render service to the District and during normal working hours of the Human Resources Office.

7.3 The District shall be bound by applicable federal and state statutes concerning the privacy and confidentiality of Personnel Files. Routine access to the Personnel File shall be limited to Human Resources Office staff responsible for maintaining the Personnel Files. If a Unit Member is an applicant for any position in the District, the hiring committee for that position may have access to the Unit Member's Personnel File when required by the District's hiring procedure. A member of the District Governing Board shall have access to a Unit Member's Personnel File only during a duly noticed meeting of the Governing Board, and then only if necessary, for a personnel action that is on the agenda for that meeting. The following are the only other administrators permitted to review a Unit Member's Personnel File:

7.3.1 The superintendent/president of the District

7.3.2 The District vice president responsible for the Unit Member's division

7.3.3 The Unit Member's division dean or other administrator responsible for the Unit Member's division or assignment.

7.4 If a unit member is an applicant for any position in the District, the unit member may make a written request to have items from his or her personnel file copied and provided to the hiring committee. Only items required for the application process shall be copied and provided to the hiring committee. The hiring committee for that position may have access to the Unit Member's Personnel File when required by the District's hiring procedure.

7.5 A Unit Member may authorize a representative to review the file. The authorized representative may be any person selected by the Unit Member, including persons not employed by the District. If reviewed in the absence of the Unit Member, the designated representative shall first present the written authorization and appropriate identification.

7.6 No anonymous material shall be placed in any Unit Member's Personnel File.

7.7 Information of a derogatory nature shall not be entered or filed unless the Unit Member is first given a copy of the derogatory material and provided a period of ten (10) working days to review the material and prepare a written response. The Unit Member's response shall be attached to the derogatory material when it is placed in the Personnel File.

7.8 The District shall keep a log identifying all person(s) (other than Human Resources office staff whose duty it is to maintain the files) who have reviewed the contents of the Personnel File. The log shall be maintained in the Unit Member's Personnel File and shall include the date and the name of the person who reviewed the file.

ARTICLE 8: Leaves

8.1 Sick Leave

8.1.1 Unit Members will be granted sick leave on a prorated basis as required in the Education Code. Prorated sick leave shall mean, for example, if a Unit Member has a 40% load in a particular semester, the Unit Member shall be credited with 40% sick leave of what a full-time faculty member is granted for one semester. Sick leave for part-time faculty shall be accumulated in hours**.**

8.1.2 A Unit Member shall notify the Division Dean or designee as soon as possible when illness or injury causes the Unit Member to be absent from his or her assignment. Unless the cause for absence arises unexpectedly within that time, such notice shall occur no less than three (3) hours prior to the scheduled beginning time of the Unit Member's assignment.

8.1.3 If a Unit Member has a faculty assignment for a subsequent term, then sick leave may be carried into that subsequent term.

8.1.4 The total unused sick leave accumulated by the Unit Member shall appear on each payroll warrant.

8.1.5 Any unused portion of this sick leave will be accumulated indefinitely as long as the unit member is a part-time faculty member of the District.

8.1.5.1 At the request of the employee, accumulated sick leave may be transferred to other districts within California according to pertinent regulations. Once transferred, sick leave cannot be transferred back to the District. The District bears no responsibility for sick leave policies and procedures at other institutions.

8.1.6 Deductions from sick leave for any person placed under quarantine shall be made on the same basis as if the Unit Member were ill.

8.1.7 A Statement of Absence will be signed by any Unit Member absent because of illness immediately upon his or her return to work. A return to work released from his/her healthcare provider may also be required.

8.2 Personal Necessity Leave

8.2.1 Each semester, at the discretion of the Unit Member, a Unit Member may use accumulated sick leave for personal necessity, which shall be deducted from the Unit Member's accumulated sick leave. The maximum amount of personal necessity leave taken in any one semester is limited to sixty percent (60%) the amount of sick leave the Unit Member could earn in that semester.

8.2.2 Unit Members shall submit notification for personal necessity leave to their immediate supervisor at least two (2) working days prior to the beginning of the leave, except when extenuating circumstances make this impossible.

8.2.3 After returning from Personal Necessity Leave, the Unit Member shall complete and submit a form furnished by the District containing the dates of absence. The Unit Member's signature shall signify that the activity was consistent with the purpose of this section. Falsification of this document is grounds for disciplinary action.

8.3 Bereavement Leave

8.3.1 Unit Members shall be entitled to use sick leave for up to four (4) consecutive calendar days upon the death of a member of his or her immediate family.

8.3.2 For purposes of bereavement leave, immediate family shall be defined as: the mother, father, grandmother, grandfather, or a grandchild of the Unit Member or of the spouse of the Unit Member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the Unit Member, registered domestic partner, or a person who has resided in the household of the Unit Member for two or more years.

8.4 Jury Service Leave

8.4.1 Leave shall be granted for the time of attendance required in court and certified by the clerk or other authorized officer of such jury or court. The time of attendance required in court is only that time that occurs when the Unit Member is assigned in-class time.

8.4.2 Payment shall be made for such leave upon receipt of documentation from the court. Payment shall be made only during the term of the member's teaching contract.

8.4.3 Notification for jury service leave shall be made to the dean within ten (10) working days of the receipt of the summons, accompanied by a copy of the jury summons.

8.5 Leave to Attend Professional Conferences

8.5.1 With approval of the superintendent/president, or his/her designee, a Unit Member may be authorized to travel to and attend conferences or special meetings in the performance of school duties. Such travel and attendance at conferences will not constitute absence from teaching service.

8.5.2 Upon return from authorized travel, the Unit Member shall submit a written request for travel reimbursement to the administrative supervisor within a period of ten (10) working days, provided that reimbursement for expenses has been authorized.

8.6 Catastrophic Leave

This program allows a part-time faculty member to donate accrued sick leave to support a colleague who has exhausted his or her paid leave due to a catastrophic illness.

8.6.1 Definitions

8.6.1.1 Catastrophic illness: A serious illness or injury that is expected to incapacitate the Unit Member for an extended period of time or that incapacitates a member of the employee's family and is substantiated by a health care provider.

8.6.1.2 Eligible Family Member: An Unit Member's spouse, registered domestic partner, parent, child, sibling, grandparent or grandchild; in-

laws and step-relatives in these relationships; registered domestic partner; or any other person in the employee's household for whom there is a personal obligation.

8.6.2 Policy

8.6.2.1 Catastrophic Leave Bank – Establishment: A Catastrophic Leave Bank is hereby established and is to be maintained by the District.

8.6.2.2 Eligibility – General: Any part-time faculty member who accrues sick leave may act as a donor or a recipient during the regular term (fall or spring), providing no categorical fund sources are utilized.

8.6.2.3 Eligibility – Recipients: The recipient must be on an approved leave without pay for the period to be covered by the donations which will not exceed the end of the current contract, i.e., fall or spring term for which employed. The recipient must exhaust all paid sick leave before using donations and must request donations in writing on a form approved by the District and the Union and submitted to Human Resources.

8.6.2.4 Approvals: A request for catastrophic leave requires the approval of Human Resources.

8.6.2.5 Making Donations: Providing that part-time faculty members have accrued at least 13 hours of sick leave, they may volunteer to donate sick leave. The donation may be for deposit into the Catastrophic Leave Bank. The donation must be four (4) hours or more, in whole hour increments, and 9 hours of sick leave must be retained in the donor’s leave account. The donor may not revoke the donation. Leave donated and not used by the requesting member will be banked for future unit members.

8.6.2.6 Receiving Donations: Sick leave is transferred hour for hour, regardless of differing pay scales. For each pay period, the recipient uses his or her own accruals from the prior pay period, and then the number of donated hours needed to equal his or her pre-leave percent of time. No one person may use more than one-half of the leave available in the Catastrophic Leave Bank.

8.6.2.7 Confidentiality: Information about the nature of the illness may be communicated to potential donors to the extent authorized by the employee. Information about a donor shall not be disclosed except by the donor.

ARTICLE 9: Workload

9.1 The load of an adjunct faculty member will not exceed 67% of a full-time faculty load without approval from the Chief Instructional Officer. There shall be no arbitrary limit set by policy of the District or any division or department of the college to restrict part-time faculty from achieving a sixty-seven percent (67%) workload.

9.2 Ancillary activities shall not be part of the calculation of the Unit Member's workload for purposes of this Article and pursuant to Education Code section 87482.5(c). Ancillary activities shall be duties and responsibilities assumed by a Unit Member that are not required of all Unit Members having similar instruction, counseling, or library assignments. Ancillary activities include, but are not limited to, service as a member of the Academic Senate, hiring committees, evaluation committees, department committees, and shared governance committees of the college. Other examples of ancillary activities are grant-writing, curriculum development, advising student organizations (unless that is an essential function of a particular instructional assignment), and administering the Collective Bargaining Agreement and includes mandatory paid orientation for new unit members or unit members absent for four (4) or more consecutive semesters.

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

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

a) Required in a VVC certificate

b) A course in a sequence of advanced study

c) Limited by classroom/laboratory facilities

d) An experimental or pilot course

e) Governed by state regulations mandating class size

2) Classes with less than fifteen (15) students may be permitted by the Chief Instructional Officer if they meet the requirements of Title V, Section 51702.

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

4) The Chief Instructional Officer will review enrollment information based upon the close of regular registration as stated in the schedule of classes in order to determine course cancellations in accordance with Section 1 above.

If a class is permitted to continue, it will not be closed during a semester. If the enrollment drops to zero during the semester, the instructor will be compensated at their prevailing hourly rate for time worked up to the time of cancellation.

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

9.4 Maximum Class Size

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

9.4.2 The combined enrollment for multiple "face to face," on-campus sections or courses that are taught simultaneously by the same instructor shall not exceed the maximum specified in Section 9.4.1.

9.4.3 It is possible to have an over-enrolled online class that is allowed by the Chief Instructional Officer and agreed to in writing by the faculty member. Over-enrollment will be compensated at their prevailing hourly rate and will not be counted as load. Payment will be according to Table 1 below:

TABLE I

Class Size	Percentage of Hourly Rate
38	25%
45	50%
52	75%
60	100%

ARTICLE 10: Benefits

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ARTICLE 11: Working Conditions

11.1 Safe Working Conditions. Other than the hazards that are customary and usual for their occupation, Unit Members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.

11.1.1 Compliance. The District and each Unit Member shall endeavor to maintain facilities according to current requirements imposed by the county, state, and federal laws, including, but not limited to, the county ordinances policed by county safety inspectors through the Central Services Department, the Occupational Safety and Health Act of 1973 (29 U.S.C. 651 et seq.) administered by the OSHA Review Commission and the California Occupational Safety and Health Act (California Labor Code Sections 6300 et seq.) administered by the Division of Industrial Safety.

11.1.2 Reporting. It shall be the duty and responsibility of both the District and the Unit Members to report any condition believed to be a violation of Section 11.1.1 of this Agreement. Unit Members shall report in writing to the vice president for Administrative Services as soon as possible after observance. This section of the Agreement shall not be the basis for discipline of a Unit Member. However, nothing contained in this section shall be construed as limiting the right of the District to discipline a Unit Member for failure to report a safety violation if the duty to report arises under the statutes cited in Section 11.1.1 or the common law of the state of California or the United States of America.

11.1.2.1 The District shall investigate alleged violations of the statutes cited in Section 11.1.1 and take appropriate, reasonable action within the time constraints specified in the statute. Within ten (10) working days of the taking of corrective action, the District shall inform the Unit Member of the action taken.

11.1.2.2 No Unit Member shall suffer any recrimination and/or reprisals as a result of reporting any condition believed to be a violation of Section 11.1.1 of this Agreement.

11.2 Participation in Governance

11.2.1 In accordance with Education Code Section 87482.8(d), “Part-time faculty should be considered to be an integral part of their departments and given all the rights normally afforded to full-time faculty in the areas of book selection, participation in department activities, and the use of college resources, including, but not necessarily limited to, telephones, copy machines, supplies, office space, mailboxes, clerical staff, library, and professional development.”

11.2.2 Unit Members shall have the right to participate in faculty service beyond their regular assignment. Such service shall include, but not be limited to, course development and grant writing.

11.3 Mailboxes. The District shall provide to each Unit Member a campus mailbox.

11.4 Part-Time Faculty Work Area. The District shall provide Unit Members four (4) common work areas to be shared with all Unit Members. The common area shall include enclosed spaces which provide adequate privacy for confidential conversations between Unit

Members and their students. The facility shall be equipped with a telephone, computer, Internet access, copier and District-supplied software. No fewer than two (2) work areas will be on the lower campus and no fewer than two (2) on the upper campus.

11.5 Travel. If a Unit Member has written District approval to use his or her own vehicle for authorized District business, the District shall:

11.5.1 Provide reimbursement at the District's established mileage rate.

11.5.2 Provide Worker's Compensation insurance for that Unit Member per the District's insurance policy coverage.

11.6 Parking. The District shall not charge any Unit Member for parking at any District site or facility.

11.7 Commencement. Participation at commencement shall be voluntary.

ARTICLE 12: Compensation

12.1 Effective beginning with the Fall 2018 semester (August), part-time faculty shall be paid for credit courses as shown in Table A. Effective Fall 2020 semester and through the duration of this agreement, should CTA negotiate a percent increase to their salary schedules, AFT members will automatically receive the same percent increase to their hourly rate.

Table A
Academic/Vocational

	Column A	**Column B**	**Column C**	**Column D**	**Doctoral Stipend***
Hourly Rate	$61	$62	$64	$67	$100/unit for the academic year
Unit of Pay Credit Courses	$1098	$1116	$1152	$1206	

Academic:	Vocational**:
Column A - Minimum Qualifications)	Column A - Minimum Qualifications) ****
Column B - (MA+15 or BA+60 ***)	Column B – (AA with 6 years of professional experience ****)
Column C - (MA+30 or BA+75 ***)	Column C – (BA with 2 years of professional experience ****)
Column D - (MA+45 or BA+90 ***)	Column D - (MA with 2 years of professional experience ****)

* Not to exceed $3,000
** Those disciplines for which a master's degree is generally not expected or available
*** Including Master's Degree
**** Required Professional experience cannot be used for vertical progression on schedule

12.1.1 All adjunct faculty are to be paid for credit courses with a stipend for accredited doctorates.

12.1.2 Part-time parity funding will be utilized according to regulatory provisions.

12.1.3 In the event of an unanticipated fiscal crisis, both parties agree to renegotiate in order to maintain the fiscal solvency of the district.

12.2 Placement and Advancement

12.2.1 Placement of New Part-Time Adjunct 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.

1. Academic Placement - Placement shall be made on the basis of academic education.

2. Vocational/Professional Placement - Placement shall be made for vocational/professional faculty on the basis of experience and academic education.

12.2.2 Advancement on the Salary Schedule

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

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

12.2.3 Acceptable Degrees and Units for Placement or Lateral Movement on the Salary Schedule

1. Only degrees and units from colleges accredited by the following Regional Accreditation Associations are accepted:

    a. Middle State Association of Schools and Colleges (MSA)
    b. New England Association of College & Secondary Schools (NE)
    c. North Central Association of Schools and Colleges (NC)
    d. Northwest Association of Secondary & Higher Schools (NW)
    e. Southern Association of College and Schools (SA)
    f. Western Association of Schools and Colleges (WASC)
    g. Accrediting Commission for Community and Junior Colleges (ACCJC)

2. All units must be upper division or graduate level with the following exceptions:

    a. Vocational/Professional faculty placed on Columns A or B.
    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.

12.3 Part-time faculty shall be paid for non-credit courses as shown in Table B.

Table B
Non-Credit Pay

Implementation Date	Hourly Rate
Fall 2019	$50

12.4 Parity funding for part-time faculty shall be applied according to law.

12.5 Part Time Faculty shall be paid one hundred dollars ($100) for writing all components of each SLO assessment requested by their Division Dean. A Part Time Faculty member is not responsible for any assessment(s) unless they receive an explicit written request from their respective Dean asking them to conduct an assessment for a specific course in their discipline. If a Part Time Faculty member is required by his/her Division Dean to create a rubric because one does not already exist, he/she shall be paid an additional fifty-nine dollars ($59) for the creation of the rubric.

SLO assessments must be submitted by the due date directed by the Dean. The SLO assessment coordinator will provide confirmation of receipt of assessment to the respective Dean and the adjunct faculty member.

Payment shall be made to the Part Time instructors at the next available payroll after instructor submits his/her completed assessments to the appropriate Division Dean with a form including the courses and section numbers he or she has assessed.

12.6 In addition to hourly pay, each part-time faculty member will receive an additional one-hour pay for each section taught each semester. This additional pay is in consideration for the time, effort, and contributions that part-time faculty spend with students outside of their contracted time. Payments will be made on February 9 for the Fall semester and on August 9 for the Spring semester.

ARTICLE 13: Faculty Assignments

13.1 Section 87482.9 of the Education Code states that reemployment rights shall be a subject of negotiations between the District and the Bargaining Agent.

13.2 The District and AFT Part-Time Faculty United recognize that students benefit when well-qualified, effective faculty members continue to serve as instructors, librarians, and counselors at Victor Valley College. Toward that end, the following procedure is established to encourage and facilitate the retention of successful faculty members. The procedures in Sections 13.3 through 13.5 shall not apply for vacant positions that occur within twenty (20) calendar days preceding the first duty day for that assignment. All rights to assignments under this Article 13 shall be subject to and contingent upon the District's obligations with respect to full-time faculty load.

13.3 Eligibility for Priority Assignment

For each discipline, the Chief Instructional Officer or designee shall establish a Priority List of continuing part-time faculty members. To qualify for reemployment under the provisions of this Article, Unit Members shall meet all of the following requirements:

13.3.1 The Unit Member shall be qualified for the specific assignment in question.

13.3.2 The Unit Member shall have actively taught for Victor Valley Community College District at least two (2) of the four (4) semesters within the two (2) academic years preceding the semester assignment in question.

13.3.3 The Unit Member shall have received two (2) satisfactory final evaluations reports.

13.3.4 To remain on the Priority List, the following conditions must be met:

a. Part-time faculty members who have qualified for priority of assignment rights within a specific discipline and who after such qualification receive an overall unsatisfactory evaluation will be timely notified of the areas identified as deficient. If during the next semester the faculty member receives less than an overall satisfactory evaluation, then he or she shall be removed from the priority list in that discipline. The faculty member may be reinstated after she/he has received two consecutive overall evaluations of satisfactory or above in that discipline.
b. The Unit Member shall NOT, without good and sufficient cause, have failed to complete her or his acceptance agreement as per Section 13.5 unless the District fails to provide the acceptance agreement in a timely manner.

13.3.5 The Chief Human Resource Officer or designee shall send an updated part-time faculty priority hire list to the Chief Instructional Officer or designee and AFT PTFU by the end of each Fall and Spring semester to be implemented for the same semester the following academic year.

13.4 Discipline Priority Lists

13.4.1 The Chief Instructional Officer or designee shall establish for each discipline a Priority List of part-time faculty members who meet the requirements in 13.3.1 through 13.3.4 above and have satisfactory or higher consecutive evaluations for the previous two (2) academic years. Each discipline will have a Priority List and individuals may be listed on several Priority Lists. Each year, that Priority List

shall be updated no later than thirty (30) days following the close of each semester and shall be forwarded to the AFT PTFU.

13.4.2 An individual part-time faculty member's priority for assignment shall be determined by her/his total accumulated FTEF (full-time equivalency) within a specific discipline. In cases where ties in priority of assignment need to be broken, the following shall be considered:

a) The unit member's start date as a continuous part-time faculty member,
b) A part-time faculty member who had no assignment due to circumstances beyond his/her control for 18 months (see section 13.5.2),
c) A part-time faculty member who received approval by the Chief Instructional Officer to decline all offered assignments for a period of twelve (12) months (see section 13.5.3) at the District.

If a tie for priority of assignment still exists among part-time faculty after the above three (3) criteria have been applied, the tie shall be broken by lot.

13.4.2.1 When used in this Article, FTEF means Full Time Equivalent Faculty. One FTEF equals 1.00 or 100% per semester and may consist of lecture only, laboratory only, individualized instruction, or combination thereof. The following represents FTEF calculations rounded to the nearest thousandth:

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

   CHEM 202 (54 hours lecture, 108 hours lab). The workload is
   CHEM 202 = 0.486 or (lec 54/270 = 0.020) + (lab 108/378 = 0.286) = 0.486.

e. Non-credit FTEF is calculated by dividing the total number of hours of the class for the semester as defined in the approved course outline by 378.
f. Non-instructional part-time faculty member (counselors, librarians, etc.): one FTEF equals 35 hours/week for a primary term semester (16 weeks).

FTEF credit will accumulate for any assignment the part-time faculty member held at census.

13.4.2.2 Where part-time faculty member has been or is currently employed by the District in a capacity other than part-time teaching, only the time during which the part-time faculty member was actively teaching part-time shall be counted in determining accumulated FTEF. Full-time teaching units shall not count toward accumulated FTEF for purposes of this article, except part-time faculty member on a temporary full-time teaching assignment of no more than one year shall have 67% of such full-time teaching load counted in his/her accumulated FTEF.

13.4.3 Once the Priority Lists have been established as provided in 13.4.2 above, those part-time faculty members making such lists shall remain on the lists without having to re-qualify; except that a part-time faculty member may be removed as provided in 13.3.4, 13.5.4, and 13.5.5 below.

13.4.4 Within one week after contract faculty assignments have been made, the Chief Instructional Officer or designee shall provide via email a list of all available assignments to the part-time faculty members on the priority hire list. The part-time faculty members shall respond via email or written documentation within six (6) working days, indicating their preference for assignments (up to the legal percentage limit of a full-time load). The CIO or designee shall respond within five (5) working days, confirming the part-time faculty members' assignments.

13.4.5 Part-time faculty members' course assignments shall proceed in the following order: (a) those on the Priority List, and (b) those on the Priority List in order of their accumulated FTEFs.

13.4.6 Part-time faculty members who are determined to be no longer eligible by the Chief Instructional Officer for priority assignment will be notified in writing by the Dean.

13.5 Offers of Assignments

13.5.1 In the event the percentage of FTEF assignment of a part-time faculty member who has qualified for priority of assignment rights must be reduced due to circumstances beyond his/her control (cancellation of a class(es), hiring of contract faculty, etc.), the affected faculty member shall have the right to maintain her/his current percentage of FTEF assignment. If the cancellation is made prior to the start of classes, part-time faculty who had a reduction in assignment will be contacted by the appropriate manager and advised of the assignments from their approved list which are either available or being held by a part-time faculty member with less or no priority of assignment status. The affected part-time faculty member may then select an assignment within her/his approved list of assignments. The intended result of this selection shall be to displace the faculty member with the least priority of assignment or no priority of assignment. In the event the above reduction must be made after the first day of instruction, the

affected part-time faculty member shall not displace other part-time faculty members until the subsequent semester. The amount of FTEF the faculty is assigned shall be within the guidelines of the District and the California Education Code.

13.5.2 Part-time faculty who are not given any assignment for circumstances beyond their control (course cancellations, hiring of contract faculty, etc.) will retain their accumulated FTEF for a period of eighteen (18) months. Part-time faculty shall remain in contact with the appropriate manager during this time period so that they may be called back if conditions warrant.

13.5.3 Part-time faculty who decline all offered assignments will retain their accumulated FTEF for a period of twelve (12) months, provided the reason for the declination of assignments was approved by the Chief Instructional Officer.

13.5.4 Part-time faculty who voluntarily decline all offered assignments within a discipline, without approval of the Chief Instructional Officer, shall lose all priority of assignment rights.

13.5.5 Part-time faculty, who fail to return a signed contract prior to the first day of their instructional assignment, will forfeit their right of assignment for the semester unless approved by the Chief Instructional Officer or unless the District fails to provide the contract in a timely manner to meet the deadline in this Article..

13.5.6 The vice president of Instruction or designee shall retain the right to assign Unit Members not on the Priority List or prospective Unit Members to meet new and/or emerging instructional or programmatic needs for the assignments(s). For the purposes of this section, “new and/or emerging instructional or programmatic needs” shall mean:

13.5.6.1 An assignment or course which has not previously been offered at Victor Valley College and for which no Priority List exists or for which no individuals posses the Chancellor’s Office minimum qualifications;

13.5.6.2 An assignment or course for which there are emerging trends or required specialized knowledge in subject matter or methodology, and no Unit Member on the Priority List possesses the Chancellor’s Office minimum qualifications.

13.5.7 Part-time faculty members who have not qualified for priority of assignment rights within a specific discipline shall have no re-employment rights within that discipline.

13.6 Equal Access to Assignments

Unit Members who are qualified for an assignment shall not be denied that assignment based upon their status as a part-time faculty member, subject to the District’s obligations with respect to full-time faculty load.

13.7 Schedule of Classes

When feasible, the Unit Member's name shall be published in the Schedule of Classes for all of the Unit Member's teaching assignments. If an assignment is made after the Schedule of Classes is published, the Unit Member's name will be added to the Schedule of Classes on the college Website as each periodic update is made.

13.8 Syllabus Submission

Faculty are required to submit one electronic version of their syllabus for each course they are teaching to their dean's office or the Office of Instruction, or any other designee by the end of the first day of class. Any revisions to the syllabus shall be re-submitted to the respective dean's office no later than the following class meeting.

13.9 Eligibility for Full-time Faculty Positions

Unit Members may apply and shall be considered for any new or vacant full-time faculty position in accordance with established District hiring policies and procedures.

13.9.1 A bargaining unit member's application packet for an advertised full-time Academic position will be forwarded to the screening committee provided he or she meets the following requirements:

13.9.1.1 The advertised minimum qualifications for the position.

13.9.1.2 Completion of all the required application procedures.

13.9.2 For each advertised full-time Academic position, the District will provide Part-time Faculty United, upon completion of the hiring process, with the number of applicants meeting the minimum qualifications, the number of bargaining unit members who applied and the number of bargaining unit members interviewed by the Screening Committee, providing members of the part-time faculty identify themselves.

13.9.3 Vacant full-time positions will be posted on the District website. Part-Time Faculty United, will be notified in writing, or by email, of all full-time vacancies within fifteen (15) days of the decision to open a position for hire.

13.9.4 When a position is being filled on an interim basis to allow for full and open recruitment, a Unit Member may be appointed to fill the position on a temporary basis [Title 5, Sec. 53021(b)(1)]. "Where in-house or promotional only recruitment is permitted, the district shall comply with its established hiring procedures and all district employees shall be afforded the opportunity to apply and demonstrate that they are qualified." [Title 5, Sec. 53021(b)(3)].

13.10 A parallel process for Article 13 will exist within Student Services for employing part-time faculty.

13.11 Ancillary Assignments

Any college assigned and approved Ancillary activities performed by part-time faculty members shall be compensated.

ARTICLE 14: Intellectual Property

14.1 In the absence of a separate and express written agreement to the contrary between a Unit Member and the District, a Unit Member shall possess and retain exclusive property rights to all things created or developed by the Unit Member that are eligible for protection under copyright law in Title 17 of the United States Code or patent law in Title 35 of the United States Code, providing such things to be copyrighted are created or developed by the Unit Member on the Unit Member's time and using the Unit Member's resources.

14.2 All things created or developed by the Unit Member and not falling within the purview of 14.1 above, shall be governed by Board Policy 3710.

14.3 Unit members shall receive $200 per unit for curriculum that is developed and has been approved through the appropriate process, including the curriculum committee. All payments shall be approved by the appropriate area dean.

14.4 The maximum amount allotted for AFT Part-Time Faculty United shall not exceed $10,000 per academic year for curriculum development.

ARTICLE 15: Academic Freedom

15.1 Academic Freedom shall be granted in accordance with the provisions of Board Policy 4030, Academic Freedom:
Victor Valley College believes academic freedom in relation to teaching duties is fundamental and essential to the teaching profession:

1. Teachers must be free to teach and students free to learn. Both must have access to and be free to explore and discuss issues and divergent points of view. Both must be free to form, hold, and express judgments and opinions, responsibly identifying them as such. The profession must defend itself and its members from any abridgment of academic freedom.
2. Teachers must have the responsibility for developing curriculum and selecting instructional materials and methods to meet the goals of that curriculum. Teachers and governing boards must develop procedures to be followed when there are criticisms/objections to methods or materials. The content of instruction must be judged and controlled by skilled professionals without undue interference by any individual or group. Individuals or groups, which seek to inhibit academic freedom, must not have influence over the hiring, firing, promotion or due process rights of teachers.
3. The same policies and protections applied to full-time teachers apply also to part-time and temporary teachers.
4. Teachers must be free to evaluate, criticize, and/or advocate personal points of view concerning educational matters in the classroom. Teachers must not be restricted when assisting their colleagues in the event their academic and/or professional freedoms are violated.
5. Teachers must be employed, promoted, or retained in relation to their teaching abilities and performance without discrimination or harassment regarding their personal opinions or their scholarly, literary, or artistic endeavors. The presence during class of any individual or organization whose intent is to decide or determine what is accurate or inaccurate inhibits academic freedom.

Reference: Title 5, Section 51023; Accreditation Standard 2.2
Board adopted 9/11/01
Board revised 2/11/03

ARTICLE 16: Non-Discrimination

16.1 The District shall not discriminate in any of its policies, procedures, or practices on the basis of race, color, religion, political belief or activity, national origin, ancestry, sex, age, sexual orientation, veteran status, marital status, medical condition, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics. The District shall not condone such discrimination against Unit Members by employees or students.

16.2 The District shall not condone Unit Members being subjected to verbal, visual, physical, or sexual harassment.

16.3 The District shall not discriminate in any of its policies, procedures or practices on the basis of, or in retaliation for, a Unit Member's participation or non-participation in activities protected by the Educational Employment Relations Act.

ARTICLE 17: Discipline

17.1 Discipline shall not be imposed upon a Unit Member without just cause.

17.2 Discipline shall be imposed within a reasonable period after the District learns, or should have known, of the alleged grounds for the discipline.

17.3 Discipline shall be progressive and shall generally follow the steps listed in Article 17.4. In cases where the act or omission which is cause for discipline is of a serious nature, steps in the progressive process may be omitted.

17.4 Progressive Discipline Steps:

(a) Oral warning

(b) Written warning

(c) Written reprimand placed in personnel file

(d) Suspension placed in personnel file

17.5 If a Unit Member is suspended for the alleged misconduct of the Unit Member and that suspension is later found to have been without just cause, the Unit Member shall receive back pay for the period of suspension. In the event of a termination that is found to have been without just cause, the Unit Member shall receive as liquidated damages compensation equivalent to teaching one three (3) unit course for one (1) semester, in addition to any compensation actually received by that Unit Member prior to termination.

17.6 Causes for disciplinary action shall include, but not necessarily be limited to, those listed in Education Code Section 87732:

(a) Immoral or unprofessional conduct

(b) Dishonesty

(c) Unsatisfactory performance

(d) Evident unfitness for service

(e) Physical or mental condition that makes him or her unfit to instruct or associate with students

(f) Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing him or her.

(g) Conviction of a felony or of any crime involving moral turpitude

(h) Conduct specified in Section 1028 of the Government Code

ARTICLE 18: Complaints Against a Unit Member

18.1 Discipline shall not be imposed upon a Unit Member as a result of oral or anonymous complaint(s). Complaints shall be in writing, signed and dated by the complainant. However, the District may receive an anonymous complaint and, if the complaint is investigated and verified, may take appropriate action.

18.2 Unit Members shall have a reasonable opportunity to respond to complaints lodged against them.

18.3 Disciplinary action taken as a result of a complaint shall be in accordance with the provisions of Article 17.

18.4 Prior to imposing disciplinary action based upon a complaint, the District shall conduct a reasonable investigation of the complaint.

ARTICLE 19: Reopening Negotiations

The Terms of Article 19.1 shall be inoperative and of no effect during the term of the 2021-2022 academic year.

19.1 Each academic year during the period of this Agreement, the parties shall meet and negotiate Article 10 (Benefits) and Article 12 (Compensation). In addition, each party may reopen two (2) articles of its choice during each academic year. By mutual agreement, additional articles may be reopened. During the month of September, AFT Part-Time Faculty United shall present its initial reopener proposals to the District for the following academic year.

19.1.1 In the year preceding the expiration of this agreement, the parties shall sunshine their proposals on or before the first board meeting of November. Negotiations for the master agreement shall open in January.

19.2 From time to time during the period of this Agreement, circumstances might arise that were not anticipated by the parties when this Agreement was negotiated. Also, ambiguities in language or unintended consequences of this Agreement might be recognized or discovered.

19.2.1 By mutual consent, the parties may resolve such issues in separate Memoranda of Understanding executed by both parties.

19.2.2 Such Memoranda of Understanding shall be binding upon the parties even if inconsistent with terms of this Agreement that were negotiated and ratified prior to the date of the Memoranda of Understanding.

ARTICLE 20: Severability and Savings

20.1 If any provision of this Agreement is or shall be at any time contrary to law, such provision shall be inoperative. All other provisions shall remain in effect.

20.2 If any provision is held by a court of competent jurisdiction to be contrary to law, the parties will meet to negotiate a replacement provision. If state or federal law is changed so that a provision of this Agreement thereby becomes contrary to law, the parties will meet to negotiate a replacement provision. In either event, negotiations shall begin no later than sixty (60) calendar days after either party presents to the other an initial proposal.

APPENDIX A

Definition of Parity

PARITY

Parity Definition

The full-time salary schedule shall be the basis of calculating parity for the adjunct faculty. The agreed percentage for parity is 75% and includes class meeting hours, class preparation hours, and assessment hours.

Calculating Parity

Parity is calculated by taking the annual rate of the average of the first four columns of Step Five of the fulltime faculty schedule, and dividing it by 525 and multiplying by 75% to find the hourly rate of the adjunct faculty member.

Parity Goal

The parties agree that our goal is to achieve parity from the date of ratification of this article so that 75% will be calculated according to the average of the first four columns of Step Five of the full-time salary schedule.

Should the state parity monies increase and the District budget is fiscally sound, the additional funds will be used to increase part-time faculty salaries beyond what is already stipulated in the current adjunct faculty contract.

Should the District receive additional funding through initiatives such as Proposition 92, a significant portion of those funds shall be applied to achieve parity for part-time faculty members.

APPENDIX B

Grievance and Evaluation Forms

(See Articles 5 & 6)

Priority for Administering Evaluations

The parties agree that the adjunct faculty will be evaluated in the following priority:

1. Those faculty members who have received “needs improvement” evaluations in the preceding semesters.

2. Newly hired unit members according to Article 6.

3. Those unit members who are not on the priority list but who have met the criteria to be on the priority list and have not received timely evaluations.

Victor Valley College
Part-Time Faculty
FINAL EVALUATION REPORT

Date: _____

Name of Evaluatee: _____

Name of Evaluator: _____

Discipline: _____

Summary:

Areas of Strength:

Areas for Improvement:

Observation:

_____ # of student evaluations received

_____ # of students enrolled at census

Participation in the assessment and evaluation of Student Learning Outcomes if assigned by the area Dean.

OVERALL RATING

Excellent Satisfactory Needs Improvement Unsatisfactory

Signature of Evaluator _____ Date _____

I acknowledge that I have read this final evaluation report and it has been discussed with me. My signature does not imply that I necessarily agree with the results represented herein.

Signature of Evaluatee _____ Date _____

In the event that the evaluate disagrees with the final evaluation, he or she may submit, within ten (10) working days after signing the report, a statement of exception with the Office of Human Resources. The statement of exception shall be stapled to the original final evaluation report and become part of the Unit Member's personnel file.

Student Evaluation Process:

1. Student evaluations are placed in the faculty mailbox with instructions on the envelope.
2. Faculty member asks for a student volunteer (who is able to deliver the evaluations to the drop box immediately after collecting the evaluations from the students in the class) to administer the evaluation
3. Faculty member leaves the classroom
4. Student volunteer administers the evaluation, collects the evaluations, seals them in an envelope, and delivers the envelope to a designated drop box immediately after collecting the evaluations.
5. Faculty receives notice that the evaluation has been received.

USE BLUE OR BLACK PEN
OR
USE NO. 2 PENCIL ONLY

Marks: OK | Not OK | Not OK | Ignore Mark

Student Evaluation of Associate Faculty

VICTOR VALLEY COLLEGE 1961

Please rate how your instructor performs on the following:	Unsatisfactory	Needs Improvement	Satisfactory	Above Average	Excellent
1. Informs students of course objectives	☐	☐	☐	☐	☐
2. Follows announced learning objectives	☐	☐	☐	☐	☐
3. Presents subject in a well-organized manner	☐	☐	☐	☐	☐
4. Presents ideas clearly	☐	☐	☐	☐	☐
5. Makes effective use of class time	☐	☐	☐	☐	☐
6. Motivates interest in subject matter	☐	☐	☐	☐	☐
7. Encourages critical analysis of subject	☐	☐	☐	☐	☐
8. Considers various viewpoints in subject area	☐	☐	☐	☐	☐
9. Shows enthusiasm for subject	☐	☐	☐	☐	☐
10. Establish and maintain a positive learning environment	☐	☐	☐	☐	☐
11. Distributes and follows a course syllabus and outline	☐	☐	☐	☐	☐
12. Explains system of grading and evaluation	☐	☐	☐	☐	☐
13. Follows through on evaluation system described	☐	☐	☐	☐	☐
14. Relates tests to material presented and course objectives	☐	☐	☐	☐	☐
15. Uses tests and other evaluation means to assist the students to be successful in the class	☐	☐	☐	☐	☐
16. Returns tests and assignments promptly	☐	☐	☐	☐	☐
17. Provides adequate opportunities to demonstrate what is learned	☐	☐	☐	☐	☐
18. Meets each class for the full time	☐	☐	☐	☐	☐
19. Exhibits concern for students' progress	☐	☐	☐	☐	☐
20. Provides positive feedback to questions	☐	☐	☐	☐	☐
21. Communicates and relates well with students	☐	☐	☐	☐	☐

Instructor Name

_____

*** Add comments on reverse including strengths and/or areas for improvement. ***

Victor Valley College
Part-Time Faculty
CLASS OBSERVATION FORM/PEER REVIEW REPORT

Date of Observation: _____

Name of Evaluatee: _____

Name of Evaluator: _____

Course Title and Class Number: _____

Topic Discussed: _____

A. Prior to the class observation.

1. The evaluatee should send the evaluator the course syllabus and any accompanying materials that the evaluatee would like the evaluator to see.
2. The evaluatee will list below additional items of interest to the evaluatee for the evaluator to specifically observe (e.g. Do I appear to give equal attention to both sides of the classroom? Do I encourage all students to be actively involved in classroom discussions and activities? How does the class perceive the graphing calculator presentation? How does the class respond to the slide presentation on earthquakes?).

B. Answer the following questions regarding the class observation.

Please rate each item on a scale from 1-5, 5 being excellent and 1 being unsatisfactory.

1. The instructor clearly communicates the objectives of the class session.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

2. The instructor's presentation of information is organized.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

3. The instructor motivates students and maintains their interest.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

4. The instructor encourages class participation.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

5. The instructor demonstrates knowledge of the subject matter.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

6. The instructor uses classroom time effectively.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

7. The instructor encourages critical thinking where appropriate.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

8. The instructor's course syllabus is informative and comprehensive.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

9. The instructor's materials are appropriate, useful, and meaningful.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

10. Comments regarding the specific observations requested by evaluate (see section A, number 2).

11. Peer review summary.

C. Class observation follow-up.

The evaluator will meet with the evaluatee after the observation to discuss the results of this observation.

_____ _____

Date of observation Evaluator

I acknowledge that I read this observation form and it has been discussed with me by the observer. My signature does not imply that I necessarily agree with the results represented in this observation.

_____

Evaluatee



Student Online Class
Associate Faculty Evaluation

Please be thoughtful and candid in your responses. Be assured that you will remain anonymous in this process and that your answers will be given the highest consideration.

1. Ability to use this course to increase my general knowledge and education

- ◯ Unsatisfactory
- ◯ Needs Improvement
- ◯ Satisfactory
- ◯ Above Average
- ◯ Excellent

2. Text(s) and other instructional materials

- ◯ Unsatisfactory
- ◯ Needs Improvement
- ◯ Satisfactory
- ◯ Above Average
- ◯ Excellent

3. Amount and types of assigned course work

- [ ] Unsatisfactory
- [ ] Needs Improvement
- [ ] Satisfactory
- [ ] Above Average
- [ ] Excellent

4. Explanation of course objectives and grading policies

- [ ] Unsatisfactory
- [ ] Needs Improvement
- [ ] Satisfactory
- [ ] Above Average
- [ ] Excellent

5. Timely manner in which the tests and assignments were returned

- [ ] Unsatisfactory
- [ ] Needs Improvement
- [ ] Satisfactory
- [ ] Above Average
- ( ) Excellent

6. Knowledge and preparation for online sessions

- [ ] Unsatisfactory
- [ ] Needs Improvement
- [ ] Satisfactory
- [ ] Above Average
- [ ] Excellent

7. Ability to motivate student interest and intellectual effort

- [ ] Unsatisfactory
- [ ] Needs Improvement
- [ ] Satisfactory

- [ ] Above Average
- [ ] Excellent

8. Encouragement of students to ask questions and participate in online learning activities

- [ ] Unsatisfactory
- [ ] Needs Improvement
- [ ] Satisfactory
- [ ] Above Average
- [ ] Excellent

9. Encouragement of individual thinking and differences of opinion

- [ ] Unsatisfactory
- [ ] Needs Improvement
- [ ] Satisfactory
- [ ] Above Average
- [ ] Excellent

10. Ability to provide effective online resources

- [ ] Unsatisfactory
- [ ] Needs Improvement
- [ ] Satisfactory
- [ ] Above Average
- [ ] Excellent

11. Ability to present ideas and theories clearly

- [ ] Unsatisfactory
- [ ] Needs Improvement
- [ ] Satisfactory
- [ ] Above Average
- [ ] Excellent

12. Accessibility for individual communication

- [ ] Unsatisfactory
- [ ] Needs Improvement
- [ ] Satisfactory
- [ ] Above Average
- [ ] Excellent

13. Demonstration of sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations, and physical and mental disabilities

- [ ] Unsatisfactory
- [ ] Needs Improvement
- [ ] Satisfactory
- [ ] Above Average
- [ ] Excellent

14. Timely manner in which course materials were provided

- [ ] Unsatisfactory
- [ ] Needs Improvement
- [ ] Satisfactory
- [ ] Above Average
- [ ] Excellent

15. Please add comments including strengths and/or areas for improvement.

Victor Valley College
Part-Time Faculty
OBSERVATION FORM FOR ONLINE CLASSES PEER REVIEW REPORT

Date of Observation: _____

Name of Evaluatee: _____

Name of Evaluator: _____

Course Title and Class Number: _____

Topic Discussed: _____

A. Prior to the class observation.

1. The evaluatee provides the evaluator access to the virtual classroom and also to any accompanying materials that the evaluatee would like the evaluator to see.
2. OPTIONAL: The evaluatee will list below additional items of interest to the evaluatee for the evaluator to specifically observe (e.g., Do I encourage expression of a variety of perspectives? Do I encourage all students to be actively involved in virtual classroom discussions and activities? How effective is my integration of streaming audio or video in my online class? What does student participation in the Group pages that I have designed demonstrate about their effectiveness as learning activities? How do the design elements used in this class, including graphics and pictures enhance and illustrate the presentation of course content?)

B. Answer the following questions regarding the class observation.

Please rate each item on a scale from 1-5, 5 being excellent and 1 being unsatisfactory.

1. The instructor publishes a comprehensive course syllabus that includes learning objectives consistent with the approved course outline.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

2. Course materials published by the instructor in the virtual classroom are accessible and organized.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

3. Course materials published by the instructor in the virtual classroom are current for the term of the evaluation.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

4. Communication tools are available and used frequently for two-way communication between the instructor and students.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

5. The instructor encourages students to ask questions and participate in online learning activities.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

6. The instructor's assignments call for critical thinking.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

7. Online activities and assignments lead to the achievement of the identified student learning outcomes for the course.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

8. Course content published in the virtual classroom demonstrates that the instructor is knowledgeable in the subject matter of the class.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

9. The instructor makes effective use of an appropriate range of online learning tools.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

10. OPTIONAL: List items of interest and comments regarding the specific observations requested by instructor being evaluated (See section A, #2).

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

11. Peer review summary

C. Class observation follow-up.

The evaluator will meet with the evaluatee in person, if possible, after the observation to discuss the results of this observation.

_____ _____

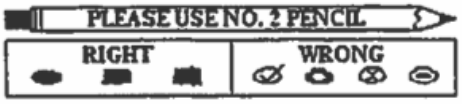
Date of observation Evaluator

I acknowledge that I read this observation form and it has been discussed with me by the observer. My signature does not imply that I necessarily agree with the results represented in this observation.

_____

Evaluatee

Counselor Evaluation



Please do NOT replicate!

WE VALUE YOUR COMMENTS.

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

	Excellent	Above Average	Satisfactory	Needs Improvement	Unsatisfactory
1. Counselor was helpful and professional.	☐	☐	☐	☐	☐
2. Counselor knew what he/she was talking about or suggested how to obtain the appropriate information.	☐	☐	☐	☐	☐
3. I received the information or service I came for (e.g., information on majors, certificates, transfer programs, career guidance, personal assistance.)	☐	☐	☐	☐	☐
4. We discussed what I needed or wanted to know.	☐	☐	☐	☐	☐
5. Counselor listened carefully to me.	☐	☐	☐	☐	☐
6. I would rate my overall experience.	☐	☐	☐	☐	☐

---

7. Comments_____

_____

_____

_____

_____

_____

Victor Valley College
Part-Time Faculty
COUNSELING OBSERVATION FORM/PEER REVIEW REPORT

Counselor _____ Date _____

Topic of counseling session _____

Name of evaluator _____ Signature _____

A. After observing a counseling session, describe the counselor in each of the following areas.

Please rate each item on a scale from 1-5, 5 being excellent and 1 being unsatisfactory.

1. The counselor demonstrates in-depth knowledge and experience when providing academic, career, and personal counseling.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

2. The counselor presents information in a clear, organized, and informative manner.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

3. The counselor demonstrates interest, enthusiasm, and patience when communicating with students.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

4. The counselor maintains a mutually respectful relationship with students.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

5. The counselor provides an environment to promote the active role of the student as a learner.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

6. The counselor summarizes the session as well as provides appropriate referrals and/or recommended follow-up.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

7. Comments regarding the specific observations.

B. Counseling observation follow-up.

The evaluator will meet with the evaluatee after the observation to discuss the results of this observation.

_____ _____

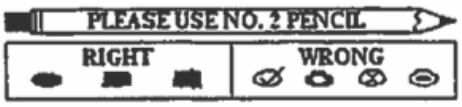
Date of observation Evaluator

I acknowledge that I read this observation form and it has been discussed with me by the observer. My signature does not imply that I necessarily agree with the results represented in this observation.

_____

Evaluatee

Librarian Evaluation



Please do NOT replicate!

WE VALUE YOUR COMMENTS.

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

	Excellent	Above Average	Satisfactory	Needs Improvement	Unsatisfactory
1. Librarian was helpful and professional.	☐	☐	☐	☐	☐
2. Librarian knew what he/she was talking about or suggested how to obtain the appropriate information.	☐	☐	☐	☐	☐
3. I received the information or service I came for.	☐	☐	☐	☐	☐
4. We discussed what I needed or wanted to know.	☐	☐	☐	☐	☐
5. Librarian listened carefully to me.	☐	☐	☐	☐	☐
6. I would rate my overall experience.	☐	☐	☐	☐	☐

---

7. Comments_____

_____

_____

_____

_____

_____

Victor Valley College
Part-Time Faculty
LIBRARIAN OBSERVATION FORM/PEER REVIEW REPORT

Librarian _____ Date _____

Nature of activity being observed_____

Name of observer _____

A. After observing the librarian in a work setting for at least 30 minutes, describe the librarian in each of the following areas:

How does the librarian maintain a mutually respectful relationship with students? With faculty and staff?

How does the librarian demonstrate interest and enthusiasm when communicating with students? With faculty and staff?

Please rate the librarian on each item on a scale from 1-5, 5 being excellent and 1 being unsatisfactory.

1. The librarian demonstrates familiarity with library operations and services.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

2. The librarian presents and communicates information in a clear, well-organized manner.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

3. The librarian uses appropriate methods and materials.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

4. The librarian presents or communicates information fairly and objectively.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

5. The librarian provides an environment where persons of diverse cultural and ethnic backgrounds become partners in learning.

Excellent	*Above Average*	*Satisfactory*	*Needs Improvement*	*Unsatisfactory*
5	4	3	2	1

Additional comments/suggestions:

B. Librarian observation follow-up.

The evaluator will meet with the evaluatee after the observation to discuss the results of this observation.

_____ _____

Date of observation Evaluator

I acknowledge that I read this observation form and it has been discussed with me by the observer. My signature does not imply that I necessarily agree with the results represented in this observation.

_____ _____

Date Evaluatee

USE BLUE OR BLACK PEN

OR

USE NO. 2 PENCIL ONLY

Marks: ■ OK ⊙ Not OK ⬭ Not OK ⊠ Ignore Mark

Student Evaluation For Clinical and Skills Lab Instructors

VICTOR VALLEY COLLEGE 1961

Directions: Please rate how your skills lab or clinical instructor rates on the following:

	Unsatisfactory	Needs Improvement	Satisfactory	Above Average	Excellent
1. Provides an adequate orientation to the clinical site.	▭	▭	▭	▭	▭
2. Demonstrates helpfulness to students with questions, concerns, or problems by clarifying objectives and criteria of the clinical rotation.	▭	▭	▭	▭	▭
3. Assists wtih selecting student workload when necessary to provide "hands-on" learning experiences to meet clinical rotation objectives.	▭	▭	▭	▭	▭
4. Demonstrates the ability to stimulate critical thinking by adding appropriate questions and receiving effective feedback.	▭	▭	▭	▭	▭
5. Demonstrates flexibility in planning and executing learning objectives by presentation of the subject matter in a clear, logical, and organized manner.	▭	▭	▭	▭	▭
6. Demonstrates the ability to effectively communicate and encourage students to apply theory to clinical situations.	▭	▭	▭	▭	▭
7. Provides an atmosphere that is conducive to student learning, easily accessible, and acts as a role model.	▭	▭	▭	▭	▭
8. Promotes learning in post rotation conferences and evaluations via exchange of ideas.	▭	▭	▭	▭	▭

Instructor's Full Name: (Please print clearly.)

Course of Study:

▭ RN ▭ RT ▭ MA ▭ CNA ▭ Paramedic/EMT

Comments: [Please include term (spring, fall, etc.) and year.]

Do not write below this line. Use back of sheet. Thank you.

APPENDIX C

CATASTROPHIC LEAVE

(See Article 8)

VICTOR VALLEY COLLEGE
ADJUNCT FACULTY
CATASTROPHIC LEAVE REQUEST

Human Resources
Victor Valley College
18422 Bear Valley Rd.
Victorville, CA 92395

I am requesting catastrophic leave in accordance with provisions of education code section 87045 and the agreement with the AFT Part-Time Faculty United Local 6286.

I understand that I may request catastrophic leave donations during the regular terms (fall or spring), providing no categorical fund sources are utilized, and I may not use more than one-half of the leave available in the Catastrophic Leave Bank.

I have supplied or attached the required doctor statement(s) that a serious illness or injury is expected to incapacitate me or an eligible member of my family for an extended period of time. (Eligible family members include spouse, registered domestic partner, parent, child, sibling, grandparent or grandchild, in-laws and step-relatives in these relationships, or any other person in the employee's household for whom there is a personal obligation.)

I am aware that additional doctor statements may be necessary if my absence continues beyond the time period indicated in the initial doctor's statement.

I acknowledge that all paid leave must be depleted/used prior to application of donated leave days.

_____
Print employee name

_____
Signature

_____
Date

MAY BE SIGNED BY ANOTHER PARTY IF EMPLOYEE IS UNAVAILABLE FOR SIGNATURE

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
DONATION OF ELIGIBLE SICK LEAVE CREDITS
BY ADJUNCT FACULTY

INSTRUCTIONS: This form shall be used for adjunct instructors who wish to donate eligible sick leave credits. Any part-time faculty member who accrues sick leave may act as a donor during the regular term (fall or spring), providing no categorical fund sources are utilized. The minimum donation is four (4) hours of sick leave; leave may not be donated upon termination from employment with the district. Information about donors shall not be disclosed by the district.

An adjunct instructor wishing to donate accrued sick leave credits shall:

1) Maintain a leave balance of 9 hours
2) Designate the number of leave credits to be donated
3) Acknowledge that this transfer of sick leave credits is irrevocable
4) Sign and date the form
5) Submit the completed form to Human Resources for processing
6) Donation minimum is 4 hours

_____ _XXX-XX-_____
(Print Name) (Last four of SSN)

I wish to donate the following amount of eligible sick leave credits: _____ hours

By signing below, I acknowledge my desire to donate my accrued eligible leave credits as designated above. I understand that my donation is irrevocable and may not be later withdrawn.

_____ _____
(Signature) (Date)

Date received by Human Resources Department: _____

APPENDIX D

Approval for Advancement on Salary Schedule

(See Article 12.2)

Preapproval of Classes for Advancement on the AFT Salary Schedule

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

I. Article 12.2 of the Agreement, class Advancement shall be based on earned degrees and units earned subsequent to the unit member's initial placement on the salary schedule. All degrees and units must be for one of the following purposes and indicated on the table below:

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

See completed example shown on the table below.

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

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

NOTE: All degrees and units must be completed and reported to Human Resources prior to November1st of the contract year for movement on the salary schedule that year.

II. Action Taken	Approved	Denied	Signatures of Committee Members	Date

If denied, state reason: _____

cc: Unit Member
Human Resources

Approval of Educational Program for Advancement on the AFT Salary Schedule

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

I. Per Article 12.2, I hereby request approval of the classes listed below to be used to complete the following educational program:

Educational objective: _____ (e.g., PhD, MA, MS, BA, BS, AA, AS, Certificate)
Title of specific program: _____
Name of college or university: _____
Purpose of program: _____ germane to current assignment
_____ improvement of instructional skills
_____ germane to an alternate assignment of value to the District

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

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

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

II. Action Taken	**Approved**	**Denied**	**Signatures of Committee Members**	**Date**

If denied, state reason: _____

cc: Unit Member
Human Resources

APPENDIX E

SLO Compensation Form
(See Article 12.5)

SLO Assessment Compensation Form
(Revised as of September 2015)

This form is to be turned in along with SLO assessment materials to your division dean by the date determined by the dean.

Only courses assessed pursuant to explicit written request from Discipline dean are eligible for compensation. Please list below the eligible courses and sections you have assessed:

1) Course: Section: New Rubric Required (Y/N):

2) Course: Section: New Rubric Required (Y/N):

3) Course: Section: New Rubric Required (Y/N):

You will be paid $100 for each SLO you assessed,
Plus $59 for each new rubric (i.e. previously not existing) created Total $_____

Name: _____ Date: _____

Proof of Delivery

I hereby certify that on Tuesday, July 22, 2025, I provided a true and correct copy of the DOC VV - AFT AGREEMENT 7.1.21 to 6.30.22 to the following:

Keiry A Borruel, represented by Keiry A Borruel, served via MANUALEEMAIL

Signed: /s/ April M. Peck