

# Memorandum of Understanding

## Class Over-Enrollment

December 31, 2018

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

WHEREAS, the bargaining representatives of the District and the Association have met and negotiated in good faith to discuss over-enrollment of onsite classes.

Included in this MOU is language regarding over-enrollment of onsite classes, guidelines for over-enrollment of onsite-classes and over-enrollment compensation.

NOW THEREFORE, the District and the Association have reached the following agreement:

1. By mutual agreement between the faculty member teaching the course and the district, faculty may voluntarily accept additional students into their classes beyond the official course limit for additional load.
2. The official course limit is the class maximum listed on the course outline of record. In instances where there is no class maximum listed on the course outline of record, the class maximum will be set at the average of the class maximum listed on schedule submitted to the Division Dean by the department chair and published in the Schedule of Classes the past four times the course was offered.
3. Over-enrollment of a course will be requested by the district when the roll-over schedule goes to the chair for schedule development, or by a faculty member (during their selection of classes) during regular schedule production.
4. Class over-enrollment will be limited to lecture classes only. When lecture/lab course is over-enrolled, additional lab classes will be scheduled as necessary to accommodate the over-enrolled lecture portion of the class. All lab classes associated with the lecture will be compensated at the regular lab load rate or at the applicable hourly rate if the assignment is over 100% semester load.
5. Proportional semester load will be based on the number of students agreed to by the faculty member and the district and listed in the Schedule of Classes. Compensation will be paid according the following chart:

A class with a 35% student increase beyond the official course limit = an additional 5% semester load

A class with a 70% student increase beyond the official course limit = an additional 10% semester load

A class with a 100% student increase beyond the official course limit = an additional 15% semester load

**Examples:**

**3 units of lecture = 20% semester load\***

35% student increase = 25% semester load (20% + 5% additional semester load)

70% student increase = 30% semester load (20% + 10% additional semester load)

100% student increase = 35% semester load (20% + 15% additional semester load)

**4 units of lecture = 26.6% semester load\***

35% student increase = 31.6% semester load (26.6% + 5% additional semester load)

70% student increase = 36.6% semester load (26.6% + 10% additional semester load)

100% student increase = 41.6% semester load (26.6% + 15% additional semester load)

**5 units of lecture = 33.3% semester load\***

35% student increase = 38.3% semester load (33.3% + 5% additional semester load)

70% student increase = 43.3% semester load (33.3% + 10% additional semester load)

100% student increase = 58.3% semester load (33.3% + 15% additional semester load)

\*15 units = 100% semester load

This Memorandum of Understanding shall take effect December 31, 2018 through June 15, 2021. At such time the language will either roll into the contract upon mutual agreement between the district and the association, ratification by faculty, and approval of the Board of Trustees, or be renegotiated.



Daniel Walden

President, Victor Valley College

Date 5/15/19



Date 5/16/19

Lisa Ellis

President, Victor Valley College Faculty Association