

ARTICLE 7

FACULTY LOAD/CLASS SIZE

7.1 Faculty Load is credited in hours per course which are assigned in instructional load assignments and/or non-instructional load assignments.

7.2 **INSTRUCTIONAL FACULTY:** The following types of instructional assignments are agreed to constitute a full instructional load for a semester using total hours as specified on an official course outline of record.

7.2.1 Lecture Course Assignment. One wherein the instructor devotes his/her time in class to a presentation of subject matter and/or discussion, and/or problem solving. Time outside of class is devoted to preparation and to criticizing and evaluating assignments and examinations. Every 18 hours on an official course outline will be equivalent to 1/15 of a full semester load.

7.2.2 English Composition Type Course Assignment. A lecture course wherein an instructor is required to devote an extraordinary amount of time outside of class to criticizing and evaluating written assignments and examinations. Every 18 hours on an official course outline will be equivalent to 1/12 of a full semester load. An assignment of two hundred sixteen (216) in-class hours shall be considered a full instructional load, provided that at least one hundred sixty-two (162) hours are assigned to English Composition type courses.

7.2.3 Laboratory Type Course Assignments.

7.2.3.1 Laboratory One Type Course Assignment. One wherein the instructor devotes the major portion of the course time to the supervision of students who are working on laboratory experiments and exercises. Time outside of class comparable to 7.2.1 is devoted to preparation and to evaluating assignments, examinations, and/or performances. Every 18 hours on an official course outline will be equivalent to 1/15 of a full semester load. Beginning fall 2018 and thereafter, every 18 hours on an official course outline will be equivalent to 1/16.667 (3/50) of a full semester load.

7.2.3.2 Laboratory Two Type Course Assignment. One wherein the instructor devotes the major portion of his or her time in class to the supervision of students who are working on laboratory experiments and/or exercises, practice or skill development. Time outside of class is devoted to preparation and to evaluating assignments, examinations, and/or performances. Every 18 hours on an official course outline will be equivalent to 1/20 of a full semester load.

All courses and assignments classified as of June 30, 2014, as "Laboratory Type" assignments are reclassified under this agreement as "Laboratory Two" type assignments unless or until changes are agreed to following procedures outlined in 7.2.3.5 or following recommendations of the LTF as described in Part Two of this agreement or otherwise agreed to between the Parties.

7.2.3.3 Laboratory Three Type Course Assignment. One wherein the instructor devotes a considerable portion of the course to lecturing and/or demonstrating skills and techniques and the balance of the time to the supervision of student performance and/or the administration of a variety of tests. Every 18 hours on an official course outline will be equivalent to 1/22 of a full semester load.

7.2.3.4 Laboratory Four Type Course Assignment. One wherein the instructor devotes a considerable portion of the course working individually with students or in small groups, demonstrating skills and techniques and/or tutoring with effectively no preparation or outside time spent evaluating student work required. An assignment of thirty-five (35) in class hours shall be considered a full instructional load. Every 18 hours on an official course outline will be equivalent to 1/35 of a full semester load.

7.2.3.5 Laboratory loads may be modified by the department with the approval of the college president to provide cost/revenue neutral load changes.

7.2.4 Physical Education Course Assignment. Courses formerly designated as “Physical Education” or “Activity” assignments will be reclassified as “Laboratory Three” assignments under 7.2.3.3 unless or until changes are agreed to following procedures outlined in 7.2.3.5 or following recommendations of the Load Task Force.

7.2.5 Tutorial Course Type of Assignment. Courses formerly designed as “Tutorial Course Type” assignments will be reclassified as “Laboratory Two” assignments under 7.2.3.2 unless or until changes are agreed to following procedures outlined in 7.2.3.5 or following recommendation of the LTF as described in Part Two of this agreement.

7.2.6 Work Experience Type Assignment. One wherein the instructor works with students and their employers to develop learning objectives, monitors progress, consults with students and employers, and evaluates the learning experience. An assignment that consists of a minimum of twelve thousand one hundred fifty (12,150) semester student contact hours is considered a full instructional load. A full-time member participating in co-operative education whose semester load is below 1.0 shall be allowed to elect either load credit or monetary compensation for co-op ed.

7.2.7 Independent Study Type Assignment. One wherein the faculty member conducts instruction in accordance with Administrative Code provisions, Chapter 4, Article 4 of Title V, Section 55300, et seq. An assignment that consists of a minimum of twelve thousand one hundred and fifty (12,150) semester student contact hours is considered a full instructional load.

7.3 **NON-INSTRUCTIONAL FACULTY:** The following types of non-instructional assignments are agreed to constitute a full load when conducted for the amounts specified:

7.3.1 Counseling. The counseling assignment shall consist of scheduled counseling appointments and other assigned student personnel services e.g., group counseling sessions, high school counselor liaison, and departmental/divisional articulation. An assignment of twenty-seven and one-half (27-1/2) hours per week exclusive of counseling appointment preparation, evaluations, reports, and the like, shall be considered a full counselor load. Beginning fall 2018 and thereafter, thirty (30) hours per week exclusive of counseling appointment preparation, evaluations, reports, and the like, shall be considered a full counselor load.

Articulation meetings, not to exceed 2 hours per month unless agreed upon by the Dean, Department Chair/Steering Committee and Articulation Officer, may be included as part of the 27.5 (30, beginning fall 2018 and thereafter) hour per week load for counselors. These meetings shall focus on articulation issues only where discussion, clarification or involvement is needed in the following areas:

- IGETC / UC
- CSU / GE
- ASSIST
- TAAs
- LDTP
- AA/AS degree changes or new degrees
- Curriculum committee changes that impact transfer or graduation
- 2+2 (High School)
- Other related articulation issues

The meeting schedule and agenda shall be mutually agreed upon by the Counseling Department Chair/Steering Committee and the Articulation Officer, and approved by the Division Dean. Both the Articulation Officer and counseling faculty members may submit articulation items to be included on the agenda to the Department Chair/Steering Committee. Articulation meetings shall be chaired by the Counseling Department Chair/Steering Committee.

7.3.2 Librarians/Learning Resources Assignment. One wherein the librarian performs duties consistent with the provisions of library/learning resources services and the operation of facilities where library/learning resources services are offered. An assignment of forty (40) hours per week, thirty-five (35) of which are normally assigned in the library/learning resources facility, five (5) in unscheduled associated and/or professional duties, shall be considered as a full librarian/learning resources assigned load. Beginning fall of 2018 and thereafter, an assignment of forty (40) hours per week, thirty-eight (38) of which are normally assigned to library-related activities, two (2) in unscheduled associated and/or professional duties, shall be considered as a full librarian/learning resources assigned load.

7.3.3 School Nurse Assignment. One wherein the school nurse performs duties consistent with the provision of student health services and the operation of facilities where student health services are offered. An assignment of forty (40) hours per week, thirty-five (35) of which are normally assigned in the health office, five (5) in unscheduled associated and/or professional duties, shall be considered as a full school nurse assigned load. Beginning fall of 2018 and thereafter, an assignment of forty (40) hours per week, thirty-eight (38) of which are normally assigned to health-related activities, two (2) in unscheduled associated and/or professional duties, shall be considered as a full school nurse assigned load.

7.3.4 Tutoring Coordinator Assignment. One wherein the tutoring coordinator performs duties consistent with the provisions of tutoring services and the operation of the facilities where tutoring services are offered. An assignment of forty (35) hours per week, thirty-five (30) hours of which are normally assigned in the tutoring center, five (5) in unscheduled associated and/or professional duties, shall be considered as a full tutoring coordinator assigned load. Beginning fall of 2018 and thereafter, an assignment of forty (40) hours per week, thirty-eight (38) hours per week which are normally assigned to tutoring-related activities, two (2) hours per week in unscheduled

associated and/or professional duties, shall be considered as a full tutoring coordinator assigned load.

7.3.5 Learning Specialist. This assignment shall consist of instructional and/or non-instructional duties. Instructional duties shall be determined by the scheduling process of the college and department where the member is assigned. A full non-instructional load for a learning specialist shall be 40 hours with one-eighth (1/8) of the non-instructional hours unscheduled associated and/or professional duties. Beginning fall of 2018, a full non-instructional load for a learning specialist shall be 40 hours, including two (2) hours per week in unscheduled associated and/or professional duties.

7.3.6 Mixed Loads For Non-Instructional Positions. Mixed loads with teaching and non-teaching assignments may be taught and the non-teaching load proportionately reduced.

7.3.7 New Non-Instructional Position. Full load for any new faculty non-instructional position created during the life of this Agreement shall be forty (40) hours, with thirty-five (35) hours scheduled duties and five (5) hours unscheduled associated and/or professional duties. Beginning fall 2018 and thereafter, full load for any new faculty non-instructional position created during the life of this Agreement shall be forty (40) hours, with thirty-eight (38) hours scheduled duties and two (2) hours unscheduled associated and/or professional duties.

7.3.8. Limited-Time Assignments

7.3.8.1 Limited time assignments may fall into the following three categories:

- Campus-wide positions – Special assignments that entail campus-wide impact and scope (e.g., curriculum committee chair, SLO coordinator, etc.). These positions are generally open to all faculty. Opportunities of this nature are typically ongoing but can also be short-term and project-based.
- Discipline-specific positions - Special assignments that are specific to individual disciplines and are necessary due to program accreditation requirements, pedagogical demands unique to that discipline, and/or another program-specific need (e.g., nursing skills lab coordinator). These positions are generally open only to faculty within the discipline in question.
- Short-term, project-based positions with limited scope – Special assignments that are project-based with specific, short-term deliverables. These positions do not generally entail campus-wide impact and are typically created in response to an immediate need or opportunity for improvement.

7.3.8.2 The amount of reassigned load is determined using the following process:

- The administrator overseeing the position analyzes the position's duties and responsibilities to determine the estimated number of hours per week required to fulfil the position requirements. The level of funding available is also considered as part of this analysis.

- The estimated hours per week are converted to reassigned load using the conversation of load to reassigned time formula (ref. UF Contract 11.2):

FTE reassigned X 35 = weekly duty hours of reassigned time

Or conversely, the number of weekly duty hours expected from the reassignment is converted to FTE using the following formula:
Weekly duty hours of reassigned time / 35 = FTE reassigned.

7.3.8.3 The District has the right to offer reassigned time or other compensation for faculty members to perform duties in addition to or in place of regular duties under the contract.

7.3.8.4 The District retains the right of assignment for limited-time assignments for faculty members except for those which explicitly require an election.

7.3.8.5 Limited-time Assignments will be made only with the consent of the faculty member being assigned using the following process:

7.3.8.5.1 Job Description and Application. The terms of all limited-time positions will be articulated using a Limited-Time Assignment Opportunity Announcement and Application Form. At minimum, this form will include the following information:

- Position title
- General description/need for the position
- Length of assignment (if ongoing, please write “ongoing.”)
- Start date
- Length of term (for example, an ongoing assignment may be divided into 2-year terms)
- Indication of whether opportunity is open to all faculty, or only a subset
- Amount of reassigned load and hours per week (or compensation/stipend)
- Funding source
- Duties and responsibilities
- Minimum and desirable qualifications
- Workplace and/or modality
- Deliverables/outcomes and expectations
- Administrator to whom faculty reports for assignment

7.3.8.5.2 Job Offer and Agreement. The administrator overseeing the limited time assignment and the faculty being assigned will review and complete the Agreement for Limited-Time Assignment Form.

7.3.8.6 Limited-time Assignments are not tied to any individual faculty position and, with the exception of UF and Senate Officers, are contingent upon funding.

7.3.8.7 UF and Senate Leadership Assignments are not considered “limited-time assignments” as defined by this article. Compensated representatives of United Faculty and officers of the Academic Senates are elected or appointed according to the bylaws of each organization. The job duties of each position are determined by and within each organization, and funds may be specifically allocated to each organization to compensate the faculty members elected or appointed into these positions. Nothing in this agreement shall be construed as constraining the ability of UF or the Academic Senates to elect, appoint or compensate officers or representatives as they determine.

7.3.8.8 UF Review of Limited-Time Assignments

7.3.8.8.1 The District and UF will meet and confer to review job duties and compensation for each new limited-time assignment, and update Appendix S (housed in a centralized District repository such as SharePoint accessible to District and UF) accordingly.

7.3.8.8.1.1 All limited-time assignments will be listed in Appendix S (accessible to all in a centralized District repository, such as SharePoint).

7.3.8.8.1.2 When a limited-time assignment becomes vacant (or at the end of any limited-time assignment term), the job duties and compensation structure may be reviewed and discussed by UF and the District at the request of either party.

7.3.8.8.1.3 When a previously reviewed limited-time assignment becomes vacant, UF and 4CD may agree not to re-discuss and review the positions but simply to advertise and fill the position as described in Appendix S (see 7.3.8.8.1).

7.3.8.8.1.4 Any previously reviewed limited-time assignment listed in Appendix S (see 7.3.8.8.1) may be offered by any college without modification as a vacant position.

7.3.8.8.1.5 All existing limited-time assignments at the time of this agreement shall continue unchanged for the remainder of the Assignment or until December 2024, whichever comes first. When an ongoing limited-time assignment becomes vacant or the existing term ends, or by the end of the fall 2024 semester at the latest, all positions must be affirmed through UF and 4CD review and added to Appendix S (see 7.3.8.8.1).

7.3.8.8.1.6 When the District or any college determines that a new limited-time assignment should be created, the Limited-Time Assignment Opportunity

Announcement and Application Form should be completed and submitted to the UF/4CD Contract Review Committee (CRC). These assignments, or changes to existing assignments, will be reviewed and/or discussed by CRC and may be added to Appendix S through a Memorandum of Understanding signed by the 4CD Chancellor or designee and the UF President.

7.3.8.8.1.6.1 Where an expedited review process is requested by any college, UF and 4CD agree to complete the review electronically within three business days.

7.3.8.8.1.6.2 UF and 4CD shall have the authority to require more information or modifications when a limited-time assignment form lacks sufficient detail (is incomplete), contains conflicting or confusing information, or violates provisions of the contract.

7.3.8.8.2 Limited-time assignments that have been permanently discontinued may be removed from Appendix S by mutual consent. Limited-time assignments included in Appendix S need not be active. Management has the right not to offer any limited-time assignment.

7.3.8.8.3 Whenever possible, selection committees should include faculty.

7.4 **BALANCING:** Full load hours for combined assignments other than those specified above shall be determined by the following formula:

$$\frac{\text{Hours of assignment, Type 1}}{\text{Full load for assignment Type 1}} + \frac{\text{Hours of assignment, Type 2}}{\text{Full load for assignment Type 2}} + \frac{\text{Hours of assignment, Type 3}}{\text{Full load for assignment Type 3}} = 1$$

Underload shall be balanced within the following three (3) regular semesters if possible. The faculty member may, at the member's option, use load from summer sessions to balance an underload. To balance the underload, a unit member may be assigned to no more than two colleges, unless the unit member agrees to other arrangements. The maximum required assignment shall be 1.25 FTE per semester until the underload is eliminated.

7.5 **MAXIMUM CLASS SIZE:**

7.5.1 Maximum class size shall be as specified in Appendix E, attached hereto. Class size maximums (Appendix E) shall be adjusted by mutual agreement between each college president and UF vice-president and shall be revenue neutral at each college.

7.5.2 Maximum class size for any new course shall be determined by management after consultation with the appropriate department prior to submission of the proposed course to the college's Instructional/Curriculum Committee. Management shall make the decision on the maximum class size within thirty (30) calendar days following the consultation with the department.

7.5.3 One-semester adjustments in maximum class size may be made only during registration with the consent of the unit member involved or the department chairperson/designee. In the event that neither the unit member involved nor the department chairperson/designee is available during the registration period, management shall make the adjustment and notify the United Faculty within 24 hours.

7.5.4 If class enrollment is within five (5) students of the class maximum after the first class meeting, only the instructor may add students to the class. The instructor must accept additional students up to the posted class maximum through the add period. This section shall not prohibit faculty from accepting students above the class maximum at their discretion.

7.6 **LARGE CLASS SIZE/MULTIPLE LOAD CREDIT:** Conducting some large lecture classes may result in additional preparation time and/or time spent with individual students. Faculty with such assignments shall be granted double-load credit for such lecture classes provided the following criteria are met: Any such lecture class shall be agreed to in advance by management and the teacher; the class shall be twice (two times) the single section maximum as evidenced in Appendix E; double load credit shall be applied provided there are a minimum of seventy-five percent (75%) of the maximum number of students at the close of late registration (e.g. single section 45, double section equals 90, 90 x 75% equals 67.5 students at the close of late registration required.) It is further agreed .5 students or lower will be dropped to the next lowest whole number. No teacher's load shall include more than one (1) multiple load credit per semester except with management approval.

7.7 **FACULTY RESPONSIBILITIES:**

7.7.1 Curriculum Development. This includes the analysis and coordination of textual materials; constant review of current literature in the field, some of which are selected for the college library collection, the preparation of selective, descriptive materials such as outlines and syllabi; conferring with other faculty and administration on curricular problems; and, the attendance and participation in inter and intra-college conferences and advisory committees.

7.7.2 Hiring of Faculty

7.7.3 Evaluation of Faculty

7.7.4 Committee Work

7.7.5 Enrollment Management and Student Recruitment and Retention Efforts

7.7.6 Categorical. Notwithstanding any other term, clause or provision of this Agreement, assignments and employment conditions of faculty employees within categorically-funded programs shall be solely determined by the provisions of the granting/funding agency contracts, except, such categorically-funded faculty employees shall be assigned to the existing division structure applicable.

7.7.7 Faculty Load. The faculty load for each individual unit member comprises the total hours per week of his/her assigned load. Where activities or events in such areas as dance, forensics, music, athletics, and the like, by nature of the assignment, extend to periods before or after the academic year, beyond District contractual work load requirements, during normal instructional holiday periods, or other, and these events or activities are voluntarily scheduled by the individual unit member -- such activities or events shall then be regarded as a part of the total assignment and shall not be considered for extra-pay or compensation.

1. Where a unit member's assignment is associated with the conduct of games, events or practices scheduled for evenings, Saturdays, Sundays, instructional holiday periods during the school year, or, on non-teaching days during the calendar year in conformance with inter-collegiate, conference or association actions, they shall not be considered for extra pay or compensation. Any game, event or practices scheduled as an outcome of successful individual or team performance such as playoffs, finals, tournaments, championships, and the like, shall not be considered for extra pay or compensation.
2. Where any such events or activities are required to be undertaken by the District, or, are scheduled solely by management as extra duties, such events or activities shall be with applicable compensation. Such compensation may include, but is not limited to, a percentage of base salary or compensatory time.
3. Where, within "7.7.6," above, the unit member has an option of voluntarily scheduling or not scheduling such events or activities, and does not so elect to schedule, no negative evaluations shall occur as a direct result.

7.8 OFFICE HOURS:

7.8.1 Instructional Type Assignments. For Regular and Contract I, II, and III faculty, all instructional type assignments require, over and above stated load requirements, five (5) scheduled office hours per week, scheduled no more than one and one-half (1 ½) per day, and, beginning fall 2018 and thereafter, one half (1/2) hour per week unscheduled for electronic communications with students and other work with students outside of class. Faculty teaching on-line courses may, at their option, hold scheduled office hours on-line in the same ratio as their on-line courses are to their total semester load.

7.8.2 Instructional/Non-Instructional Type Assignments. When a faculty member's load is split between instructional and non-instructional duties, office hours are required proportional to the instructional assignment.

7.8.3 Non-Instructional Type Assignments. Members are not required to conduct office hours over and above stated load.

7.8.4 Part-Time (Temporary). All part-time faculty shall hold regularly scheduled office hours in proportion to their teaching assignment as follows: one office hour per week for every 20% load, rounded to the nearest half hour, up to a maximum of five office hours. Where a part-time faculty member's load results in an office-hour obligation exactly between two half hours, the member should round up. Faculty teaching online courses may, at their option, hold scheduled office hours online in the same ration as their online

courses are to their total semester load. In addition, 7.8.2 and all provisions of 7.8.5 apply to part-time as well as full-time faculty.

7.8.5 Other Scheduling.

7.8.5.1 Office hours are to be scheduled in the same manner that load is scheduled, with the understanding that office hours are designed to benefit and assist students and that arbitrary rearrangement of hours to accomplish other objectives is not desirable.

7.8.5.2 Variations. The President or designee may authorize a variation of office hour requirements provided such variation is approved and submitted by the Department, Division Chair and Dean in which the assignment is involved.

7.8.5.3 Any faculty member may designate up to 1 hour of regular office hours as an "on-line office hour." The on-line office hour must be a regularly scheduled hour, posted along with on-campus office hours, during which the faculty member is available on-line for synchronous communication to consult with and respond to students. Each faculty member will turn in a schedule of office hours to be posted electronically prior to the beginning of each class. Part-time faculty members must have and use a District email address to designate an office hour (or half hour) as on-line.

7.9 **INDIVIDUALIZED FACULTY PROGRAMS:** Individual deviations from normal load, normal calendar or other deviations shall be implemented only with the written consent of the unit member and an authorized representative of the United Faculty unless some other specific procedure is provided within a section of this contract (e.g., 7.8.5.2 above).

7.10 **RESPONSIBILITIES:** It is agreed that all faculty have within their professional responsibilities, for which no direct load credit is ordinarily assigned, such matters as preparation for classes or conferences, evaluating student work, attending management-called meetings, preparing and submitting required reports, participating in staff development activities, in advising students, and in curriculum development and review.

The faculty recognizes the importance of recruiting students, maintaining community-oriented services, and co-curricular activities.

7.11 **LOAD BANKING:** Full-time unit members may, at the member's option, reduce teaching load by up to 1.0 at full salary by utilizing accumulated or banked overload teaching under the following conditions:

7.11.1 Both "A" contract overload and "A/C" contract hours during fall semester, spring semester, and summer session may be banked at a maximum of .4 load per semester with notification of intent to bank given at the time the class schedule is submitted. "A/C" overload shall be banked at the "A" load value of the class(es).

7.11.2. Load may be reduced 1.0 and less than 1.0 at anytime, provided: banked load may only be used when the department determines that suitable replacements are available, except that a member may choose to reduce his/her overload the semester(s) prior to his/her retirement solely at that member's option. Initial recommendation for leave shall be submitted by the department with the schedule.

No faculty member may reduce load by a full semester (1.0 banked load) more than twice in any three-year period, including semesters prior to retirement.

7.11.2.1 Faculty with more than 2.0 semesters of banked load as of the end of the 2010-11 academic year are not restricted by the limit on using no more than two full semesters of banked load prior to retirement. A list of faculty meeting this criterion shall be kept by the District and United Faculty.

7.11.2.2 Faculty described in 7.11.2.1 above and who are using more than 2.0 semesters of banked load shall submit a letter of intent before their first semester of using banked load stating their semester of retirement. Faculty who submit a letter of intent to retire under this provision and subsequently do not retire shall use all remaining banked load before being actively assigned and shall forfeit all rights to bank additional load in the future without management approval.

7.11.3 Current semester teaching load must be at least 1.0 prior to banking credit being given. If current load is less than 1.0, a portion of the "A/C" load will be credited to the "A" load to bring it to 1.0 prior to banking. The difference will be banked.

7.11.4 Any existing accumulated underload must be brought to zero prior to banking.

7.11.5 Any existing accumulated overload may be used and added to.

7.11.6 Banked hours will be paid in cash at the member's 'A/C' rate only at the time of retirement or other termination of employment.

7.11.7 Use of banked leave is to be considered a 'paid leave' and not a break in service for salary, benefits, sabbatical or retirement plan purposes.

7.11.8 Faculty who are on a reduced load due to banked load will be required to hold office hours in proportion to their actual assignment.

7.11.9 In certain situations, a single class may exceed the .4 limit for load banking. In those cases, if the class consists of both lecture and a lab section, a faculty member shall be allowed to split the lecture from the lab(s) and bank whichever portion he/she chooses providing that portion does not exceed the .4 maximum limit. The faculty member shall receive compensation for the remaining portion of the class.

7.11.10 Load banking credit may be used to augment the seventy percent (70%) salary paid during a full year sabbatical leave at the rate of .1 banked load per 10% salary augmentation per semester. The district shall pay STRS credit equal to the percentage salary the faculty member is receiving. Article 12.5.11 shall apply. Additionally, it is agreed that the use of load banking credit for this purpose shall not come from the sabbatical leave fund.

7.11.11 Effective for the 2011-12 academic year, the maximum amount of accumulated banked load allowed will be 4.0 semesters. A faculty member whose banked load meets or exceeds 4.0 semesters will not be allowed to accumulate any additional banked load until the banked load falls below 4.0 semesters. Effective for the 2012-13 academic year, the maximum amount of accumulated banked load