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Barbara Baer (Mar 1, 2022 13:41 PST)

ARTICLE 4 - WORKLOAD & CALENDAR

4.1 General Information

4.1.1 In compliance with Education Code section 22138.5, the minimum standard for full time in community colleges shall be as specified in section 22138.5(c)(1) and (4), as may be amended. For all instructor employee on a part-time basis, the minimum standard shall be as set forth in section 22138(c)(5)

For CalSTRS calculations purposes, the work year for full-time instructional faculty members shall be in accordance with the table below.

10-month faculty	# of days	# of hours	Total # of Hours
Professional Development	7	6	42
Instructional Days (Fall/Spring)	155	8	1240
Total	162		1282

11-month instructional faculty	# of days	# of hours	Total # of Hours
Professional Development	7	6	42
Instructional Days (July 1- June 30)	174	8	1392
Total	181		1434

11-month counselors	# of days	# of hours	Total # of Hours
Professional Development	7	6	42
Contract Days (July 1- June 30)	181	8	1448
Total	188		1490

4.1.2 All Counseling Department counselors, DRC counselors, and

EOPS counselors receive their annual salary in twelve (12) equal monthly payments.

4.1.3 The District will bring a proposed academic calendar to the PFF no later than September 1 of each year. A two-year planning cycle is expected starting with the 2019-2020 school year. The PFF and District will be able to collaborate and communicate with relevant constituents after the calendar proposal has come to the table for negotiations.

4.1.3.1 The Compressed Calendar is comprised of two, 16-week primary terms for Fall and Spring semesters. A separately scheduled “Final Exam Week” is eliminated and classes meet as usual during the 16th week, with each faculty member identifying the day of the final exam/activity during the scheduled class time.

4.1.3.2 Professional Development (“PD”) hour obligation for each full-time faculty member is 42 hours (7 days) to be completed during the academic year.

4.1.3.3 The week of Thanksgiving will be a non-instructional week (no classes are scheduled to meet).

4.1.3.4 Spring break will be the ninth week of the spring semester.

4.1.3.5 ~~No mandatory District meetings will be scheduled during non-instructional days, as well as instructional periods that fall outside of the Fall/Spring calendar (such as winter intersession). If meetings during these periods are considered emergent or necessary, faculty who choose to attend will be compensated at their pro-rata rate per Article 4.1.13. Department chairs duties during Summer and Winter Intersession are outlined in Article 12.~~

~~Department Chairs are required to attend District meetings scheduled during non-instructional days, as well as instructional periods that fall outside of the Fall/Spring calendar (such as winter intersession) in order to be timely with District priorities. Other faculty, if required to attend, will be compensated at their pro-rata rate per Article 4.1.13.~~

Non-instructional days are contract days for full time faculty. They are primarily reserved for staff development, preparation, planning, or other professional activity when students are not present. Any District meetings that occur on these days shall be optional except for assigned Chair duties as outlined in Article 12.

4.1.3.6 Commencing with the 2019-2020 fiscal year calendar, the District and PFF will move to an extended two-year plus planning cycle. The District and PFF will create a two-year out calendar twenty-nine (29) months prior to July 1st of the second fiscal year calendar and reaffirm or modify the next fiscal year's calendar seventeen (17) months prior to July 1st of the first fiscal year calendar.

4.1.4 ECELS teachers are required to perform assigned duties for forty (40) hours per week at the assigned work site. See Appendix L.

A tenured or a probationary faculty member working under an individual reduced contract with the District shall have a work week prorated on the basis of full-time equivalency.

The regular work week consists of work performed Monday through Friday. Assignments after 6:00 p.m. shall be equitably distributed among the faculty members in a given discipline. For specialized programs meeting on weekends, the faculty member shall have no fewer than two (2) consecutive duty-free days each week (e.g., Sunday-Monday or Thursday-Friday), and those days shall remain constant for the duration of the weekend assignment. A faculty member may request an exception to this provision. The request shall be made in writing, and a copy shall be delivered to the Federation within two (2) working days following its delivery to the District.

4.1.5 Unless otherwise specified in the article, full-time faculty who provide instruction shall have the following Standard Workload that follows a traditional 18-week semester (i.e. Fall and Spring):

15 hours	Catalog Hours (instructional lecture/lab)
15 hours	Unscheduled preparation
5 hours	Office hours
<u>5 hours</u>	<u>Institutional responsibilities</u>
40 hours	Total

While Palomar follows a 16-week academic semester, the traditional 18-week semester is used for calculation purposes in keeping with a standard 40-hour work week:

540 hours of prep and class time + 160 hours institutional responsibilities and office hours (5 hours institutional responsibilities + 5 hours office hours x 16 weeks) = 700 hours per semester

700/16 weeks = 43.75 hours/week

$$\underline{700/18 \text{ weeks} = 38.9 \text{ hours/week}}$$

Title 5, Section 58120, as modified in 1996, permits districts to count any day that includes at least three hours of courses of instruction, including Saturday and Sunday, towards the 175- Day Rule per s, Title 5, Section 55701. As a result, primary terms can be shorter than the average of 17.5 weeks. Palomar follows a compressed calendar of 16 weeks, but it uses 17.5 weeks for calculation purposes.

$$\underline{525 \text{ hours of prep and class time} + 175 \text{ hours institutional responsibilities and office hours} = 700 \text{ hours per semester}}$$

$$\underline{700/16 \text{ weeks} = 43.75 \text{ hours/week}}$$

$$\underline{700/17.5 \text{ weeks} = 40 \text{ hours/week}}$$

Catalog Hours refers to the accurate representation of the instructional time required for any combination of lecture/lab coursework (lecture hours per week = lab hours per week) as expressed in the Course Outline of Record. Please refer to Appendix B for Workload Schedule. Office hours shall be posted and used to meet with students and others in the scope and course of employment. Institutional responsibilities may be comprised of participation on established committees and performance of any assigned activities.

The term "Lecture Hours" means instructor-student contact hours in which the instructor gives a lecture or other presentation, which was previously prepared, to an established class of students where the students are required to complete substantial work prior to and/or after such presentation.

The term "Laboratory Hours" means instructor-student contact hours in which the instructor normally supervises student activities in a laboratory environment and also provides individual and/or group instruction.

A full-time faculty member may have less than a full-time load for the fall or spring semesters as long as the combined total for the two (2) semesters will result in a Standard Workload within that academic year (July 1 - June 30). Due to the great variety of disciplines, subjects, and instructional methodologies, some faculty workloads differ from the Standard Workload established by this Section. These non-standard workloads are specified in Appendix B. In rare cases, if a full-time load cannot be completed during the fall and spring semesters, a "Non-Standard Annual Load Agreement" can be made to provide for a combination of assignments in any term or intersession (fall, winter, spring or summer) with approval of the dean,

department chair and Vice President. A non-standard 'annual load' assignment must be completed during one academic year, from July 1 through June 30 of the following year. Faculty with non-standard annual load assignments are subject to all the related duties as indicated in this article. A failure to complete the "Non-Standard Load Agreement" may result in a loss of compensation if the agreement was entered into optionally by the faculty member when a standard assignment had been offered by the District.

The District is obligated to provide a standard load during fall and spring semesters to full-time contract faculty. If a faculty member is unable to complete their contract load during the fall and spring semesters due to a lack of available sections, the District must provide an alternative assignment. In rare cases, faculty have the option to enter into a "Non-Standard Annual Load Agreement" to provide for a combination of assignments in any term or intersession (fall, winter, spring or summer) with approval of the Department Chair, Dean, and Vice President in order to meet their contract load. A non-standard annual load assignment must be completed during one fiscal year, from July 1 through June 30 of the following year. Faculty with non-standard annual load assignments are subject to all the related duties as indicated in this article. A failure to complete the "Non-Standard Load Agreement" may result in a loss of compensation if the agreement was entered into optionally by the faculty member when a standard assignment had been offered by the District.

When a course is taught by two or more faculty members, in no instance will the combined load assigned be more than the units assigned to the course.

Rehearsals, planning, or any similar activities beyond scheduled instructional times or unscheduled preparation shall not be added to the load. If there is an additional workload associated with a course, this additional workload will be negotiated and may be compensated via a stipend or release time.

"Unscheduled preparation" includes preparation for classes and participation in activities such as evaluations, curriculum, and student learning outcomes. The timing of this preparation is done at the discretion of the faculty, and may be done during non-instructional periods such as winter intersession and must be completed by applicable deadlines.

- 4.1.6 Three (3) or fewer subject preparations shall be the standard for faculty members. If necessary to reach a full load, a faculty member

may be required to have four (4) subject preparations. The Tenure and Evaluation Committee shall give serious consideration to the demands imposed by multiple preparations upon the performance of a probationary faculty member having four (4) preparations.

4.1.7 Full-time faculty members who teach both lecture hours and laboratory hours in a given semester shall have those assignments apportioned to equal, if arithmetically possible, the Standard Workload or its equivalent. If such equality is arithmetically impossible, the resulting workload shall be as close to the Standard Workload as is possible.

4.1.8 The District may release or reassign a full-time faculty member from part or all of an assignment to perform other assigned duties as outlined in Article 6, Article 12, and Appendix F. All reassigned time referred to in this Agreement as a fractional portion of an FTE shall be granted as follows:

1) The faculty member receiving the reassigned time shall have their scheduled assignment adjusted so that the amount of reassigned time is reduced by the fractional portion of their FTE, as indicated in this Agreement, the remaining time shall equal one full-time assignment.

Full-time faculty who are using reassigned time will have each of the four categories of Standard Workload as described in Article 4.1.5 reduced at a proportional rate to their reassigned time.

2) Reassigned time shall be scheduled so the faculty member reassigned is available to perform the duties of the reassignment without conflict with other assignments ~~schedule conflict.~~

3) If taken as a stipend, reassigned time outlined in Appendix F (footnote #4), if taken as a stipend, each .20 FTE will be compensated using academic overload for each .20 FTE: Non-Instructional Assignment Salary Schedule at Grade C, Step twenty (20), times fifty-four (54) hours per semester shall be compensated at \$3,893.79 per .20 FTE per semester and shall count towards load for both Full-Time and Part-Time faculty. This does not apply to stipends in Appendix F that are separate from reassigned time.

4.1.9 Special Assignments: Special Assignments must be agreed to in advance by the faculty member, Department Chair, Dean, and Vice President. using the Special Assignment Agreement form. Special Assignments shall be compensated hourly at the non-instructional rate. For full-time faculty, special assignments will count as part of their overload ~~in~~

compliance with Article 4.1.12, a faculty member's workload (inclusive of teaching and grant activities) shall not exceed the equivalent of 140%. If a stipend is elected, this shall apply toward faculty load. Special assignments are calculated using a 40-hour work week as referenced in this Article. Special Assignments for part-time faculty will be considered ancillary assignments as described below in 4.1.11.1.

- 4.1.10 Instructors in work-experience courses shall comply with all provisions of the California Education Code and Title 5 §58051. Workload for work-experience courses shall be proportionate to the number of students enrolled. In this case, the workload equates to .008 load/student or a 20% load for every 25 students. The student/instructor ratio in the work-experience program shall not exceed 125 students per full-time equivalent academic coordinator. Cooperative instructors working on this activity shall be paid at their instructional rate.
- 4.1.11 A part-time faculty member's assignment may include day, evening, and/or weekend work, and work at more than one (1) location. The assignment is determined by the Dean, or first-level educational administrator to whom the faculty member reports, in consultation with the Department Chair and with reasonable input by the faculty member. There shall be no rule or arbitrary practice that prevents any part-time faculty hired pursuant to Ed Code 87482.5 from receiving up to sixty- seven percent (67%) per week. In no instance will a part-time faculty member be permitted to exceed a load of 67% per week.
 - 4.1.11.1 Professional ancillary activities (Education Code 87482.5(c)(1): Ancillary activities can include, but not necessarily limited to, governance, staff development, grant writing, and advising student organizations, and shall not be included in calculating whether a part-time academic employee has been employed to teach more than 67% of the hours per week or used for the attainment of permanent status. Ancillary assignments not otherwise outlined in this agreement shall be agreed to in advance by the faculty member, Department Chair, Dean, and Vice President on the Special Assignment Agreement form and paid at the part-time faculty member's non-instructional hourly rate.
 - 4.1.11.1.1 The District does not authorize paid tutoring services to be performed by part-time faculty members. Should voluntary tutoring take place, it shall not be used for purposes of calculating eligibility for permanent status.
 - 4.1.9.1.2 Compensated reassigned time received by part- time academic employees as part of the District and PFF

Agreement shall not be included in calculating whether a part-time academic employee has been employed to teach more than 67% of the hours per week considered a full-time assignment.

- 4.1.9.1.3 In coordination with full-time faculty (in the discipline, the Department Chair, or Curriculum Faculty Co-Chair), preparation or revision of curriculum materials by part-time faculty members is compensable at their non-instructional hourly rate and is a professional ancillary activity as defined by Article 4.1.10.1.

As a professional ancillary activity, time spent in curriculum development or revision shall not be included in calculating whether a part-time academic employee has been employed to teach more than 67% of the hours per week considered the maximum workload assignment for a part-time faculty. In addition, the parties reaffirm that curriculum development is exclusively a faculty matter.

Part-time faculty members participating in curriculum development shall, upon District request, complete a waiver which indicates their understanding that hours spent and compensated doing such curriculum development is excluded from the calculation of 67% per week hours as described above.

Curriculum development or revision by a part-time faculty member will be compensated using the following guidelines:

- Hourly pay will be at their non-instructional hourly rate.
- Dean and Department Chair will agree on the number of hours per course that will be compensated. Total number of hours per week employed by the District may not exceed twenty-eight (28) which is still considered part-time employment.

- 4.1.9.2 Part-time faculty who are nontenured, hourly instructors, will be offered classes based on the provisions outlined in Article 20. Employment is contingent on enrollment, funding, and program availability.

- 4.1.10 Classes taught during intersession, spring break, and summer shall not count against the sixty-seven percent (67%) part-time faculty load.
- 4.1.11 Community Service seminars and workshops and Worksite Education courses (which can be credit, noncredit, or not-for-credit) shall not be used to determine the load status for full-time or part-time faculty.
- 4.1.12 A full-time faculty member may teach overload Instructional Hours equivalent to six (catalog) hours as taught during a compressed 16-week semester. Exceptions to this limit shall require the prior written approval of the Superintendent/President or designee. All assigned overload must be approved by the Dean, or first-level educational administrator to whom the faculty member reports. Assignments during any intersession or summer session shall not count against the maximum allowable overload. Probationary or tenured faculty members working under an individual contract requiring less than full-time service shall not be given hourly assignments in addition to their contract assignments. Exceptions for special circumstances must be approved by the appropriate Assistant Superintendent/Vice President in consultation with the PFF and appropriate Dean.
- 4.1.13 Faculty members who, in response to a District request to perform services during the summer or other non-contracted time, such as participation in hiring committees, shall be compensated at their pro-rata rate.
- 4.1.14 All full-time faculty members are expected to participate in commencement exercises at the conclusion of each academic year.
- 4.1.15 All faculty who teach during any intersession and summer session will be limited to 28 instructional hours per week. Exceptions to this limit shall require the prior written approval of the Dean and Assistant Superintendent/Vice President for Instruction.

4.2 Counselors

- 4.2.1 Full-time faculty members who provide counseling services shall have the following workload:

25 hours	Scheduled direct student contact activities
5 hours	Office hours
5 hours	Institutional responsibilities
5 hours	Unscheduled preparation
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40 hours	Total

Direct student contact activities shall be comprised of student education

planning, academic, career, or personal counseling, follow-up services, online counseling, special projects, activities, and/or workshops related to students, as coordinated with the Department Chair and Dean. Institutional responsibilities may be comprised of participation on established committees and performance of any assigned activities.

- 4.2.2 A full-time counselor may teach one instructional course, upon consideration of available counseling hours to support student demand and with agreement of the Department Chair and the Dean with approval of the Department Chair and the Dean, in accordance with Article 20.11, equivalent to three (catalog) hours. Counselors who teach one course shall have their 30-hour load (defined as 25 direct student contact hours and five (5) professional preparation hours) reduced by 20% for a total of six (6) hours reduced, whereby 20% of direct student contact hours is five (5) hours and 20% of professional preparation is one (1) hour.
- 4.2.3 With the approval of the Department Chair, and Division Dean, a counselor may teach two instructional courses equivalent to six (catalog) hours. Counselors who teach two courses shall have their 30-hour load (defined as 25 direct student contact hours and five (5) professional preparation hours) reduced by 40% for a total of twelve (12) hours reduced, whereby 40% of direct student contact hours is ten (10) hours, and 40% of professional preparation is two (2) hours.
- 4.2.4 Provided the overall scheduling needs of the Department Chair and Dean are maintained, a full-time counselor may elect to be at the assigned work site(s) either four (4) or five (5) days each week as determined by the department scheduling process. Assigned work sites may include remote locations with Department Chair and Dean approval.
- 4.3 Disability Resource Center (DRC)
- 4.3.1 Disability Resource Center Instructors
- 4.3.1.1 A DRC instructor/specialist whose primary assignment is instruction shall have the same workload as instructional full-time faculty members for both lecture and lab assignments as referenced in article 4.1.5.

With Labs

DRC instructors/specialists who also work in open labs are employed for a basic work week of (a) Scheduled Lecture Class Time equivalent to cat (catalog) hours as taught during a traditional 18-week semester; and up to 6 hours of open lab

time; office hours, unscheduled preparation hours, and other related duties as defined in the job description. Each DRC member shall have five (5) posted office hours per week to meet with students and others in the scope and course of employment and five (5) hours per week for various institutional responsibilities such as participation on established committees and performance of any assigned activities.

4.3.2 Disability Resource Center Consultation and Assessment

4.3.2.1 A DRC instructor/specialist who provides disability-specific consultation and assessment shall have the same workload as general counselors.

30 hours	Scheduled consultation/assessment and related duties
5 hours	Institutional responsibilities
5 hours	Professional preparation
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40 hours	Total

4.3.2.2 If a DRC instructor/specialist provides both class instruction and disability-specific assessment, Instructional Hours equivalent to 3 (catalog) hours shall be equivalent to 6 hours of assessment.

4.3.3 Provided the overall scheduling needs of the Department Chair and Dean are maintained, a DRC instructor/specialist may elect to be at the assigned work site(s) either four (4) or five (5) days each week, as determined by the department scheduling process.

4.4 Librarians

4.4.1 Full-time faculty members who provide library services shall have the following workload:

30 hours	Assigned library-related duties
5 hours	Institutional responsibilities
5 hours	Unscheduled professional preparation
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40 hours	Total

To the extent that classes are available, a full-time librarian may teach one instructional course equivalent to three (catalog) hours, in accordance with Article 20.11. Librarians who teach one such course shall have their 30-hour assigned library-related duties load reduced by 20% for a total of 6 hours reduced.

- 4.4.2 With approval of the department faculty or first-level educational administrator to whom the faculty member reports, a librarian may teach more than one (1) course per semester as part of his/her regular load.
- 4.4.3 Provided the overall scheduling needs of the Department Chair and Dean are maintained, a full-time librarian may elect to be at the assigned work site(s) either four (4) or five (5) days each week, as determined by the department scheduling.
- 4.5 For the purpose of Public Service Loan Forgiveness employment verifications ~~and Affordable Care Act eligibility calculations~~, part-time faculty members with instructional assignments shall calculate each paid hour worked as 3.35 hours of service including but not limited to paid office hours per Ed Code 87489. ~~and/or Non-instructional assignments (including reassigned time and hourly task assignments)~~ shall be credited hour for hour with no adjustment factor.
- 4.6 For the purpose of Affordable Care Act eligibility calculations in alignment with the guidelines provided by the IRS, the District shall credit part-time faculty with 2.25 hours of service (representing a combination of teaching or classroom time and time performing related tasks such as class preparation and grading of examinations or papers) per week for each hour of teaching. Non-instructional assignments (including reassigned time and hourly task assignments) shall be credited hour for hour with no adjustment factor.












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