Final TA June 2, 2017

Pillar Four – Workload Equity

# 11.1 Instructional Year

1. Beginning in Winter Quarter of the 2017-18 Academic Year, there will be 172 work days including 162 instructional days (or their equivalent), 3 development days and 7 non-instructional days.
2. The 162 instructional days (or their equivalent) and the 3 development days shall be scheduled commonly across the District in accordance with the instructional year calendar (Appendix C).
3. The non-instructional days will consist of work as follows:
4. One such day, shall be District Convocation.
5. Utilization of three of these days will be determined by the unit administrator in conjunction with the unit faculty. Such work might include (on either a group or individual basis) course and curriculum development, laboratory maintenance, routine preventive shop maintenance, review and/or preparation of audio-visual instructional aids, etc.
6. Faculty will work with their unit administrator, and document upon request, the use of three additional non-instructional days for activities such as: curriculum and textbook review; writing recommendations; graduation attendance; student-group advising; school, community, industry liaison; program review; Technical Advisory Committee (TAC) meetings; review and/or preparation of audio-visual aids; technology upgrades; professional development activities; web development and maintenance; community building; email maintenance; meeting preparation; and other tasks.
7. Three days will be development days, (one per quarter) and will be utilized for faculty to participate in divisional / departmental / program meetings and activities. The content of these days will be planned and delivered jointly by the Unit Administrator and the faculty who choose to be involved.

Part-time faculty who participate on these days will be compensated at $100 per day. The distribution of non-instructional work for the next academic year will be determined at the spring quarter development day.

1. Counselor and librarian assignments may include workdays that are outside the normal instructional year calendar provided such assignments are between the second Monday of September and the Friday of the week following the last day of instruction for Spring Quarter. Such assignments will be made on an equitable rotation basis among the qualified individuals and in such instances compensatory time off shall be at a time convenient to the individual.

Assignments outside the period described above shall require concurrence of the individual faculty member. Such assignments shall be paid on a pro-rata basis unless there is mutual agreement between the unit administrator and the individual regarding compensatory time during the regular instructional year.

1. Individual negotiations shall take place between administrator and counselor prior to change of assignment from day to night duties or one campus to another involving more than 1/4 time.
2. Upon mutual agreement between the individual and the unit administrator, full-time tenured faculty members may substitute Summer Quarter for a customary Fall, Winter, or Spring Quarter. In such instances, employment will be guaranteed for the Summer Quarter regardless of enrollment. Pay for such purposes shall be based upon the applicable rate during the quarter for which Summer is being substituted.

11.3 Weekly Workload. Based on, but not limited to, individual faculty capabilities, considerations of student needs, facilities, budget, state guidelines and long-range plans, the unit administrator, in conjunction with the unit faculty who choose to be involved, shall cooperatively develop schedules of student load, and all other matters relevant to classroom instruction.  
  
Class size is established in the development or revision of master course outlines. The faculty-driven curriculum committee is responsible for the approval process. The campus Vice President for Instruction makes the final approval decision for the course and class size.

The weekly workload shall consist of assignment of student contact hours for each faculty. With the concurrence of the individual faculty, maximum weekly contact hours may be averaged on an annual basis. Maximum weekly contact hours are not to be construed as a required total hourly assignment. In order to provide an equitable basis among various disciplines of the College, the following limits are established:

|  |  |  |
| --- | --- | --- |
|  | Type of Instruction | Contact Hours |
| 1. a. | General Lecture (except no faculty shall be assigned more than three (3) composition classes within the 15-hour workload). This includes instruction in ESL and ABE classes numbered 080 and higher. | 15 |
| 1. b. | Laboratories: |  |
|  | 1. Science, physical education, art, music and drama | 15-18  (see note a) |
|  | 1. Business and Commerce, Health/Medical, Home and Family Education, mixed lecture and lab | 18-20 |
|  | 1. Engineering Technologies, mixed lecture lab | 18-20 |
|  | 1. Nursing (Except for Certified Nursing   Assistant programs) | 18~~15~~ |
| 1. c. | Trade and Industrial occupation and shops  Certified Nursing Assistant programs | 25 (see note b) |
| 1. d. | Special Programs (e.g., ABE & ESL; this excludes ESL classes numbered 080 and higher. See a. above) | 2017-19: 20  2019-20: 18 |
| 1. e. | Clinical Assignments | 25-30 |
| 1. f. | Counselors, Librarians, Catalogers and non-teaching personnel | 30 |

Notes:

* + 1. Any combination not to exceed eighteen (18), provided, however, not more than twelve (12) lecture credits may be assigned without the concurrence of the faculty member.
    2. Vocational faculty in block instructional programs shall receive a minimum of a 15-minute break per day which is a part of the twenty-five (25) contact hour load.
    3. There will be a proactive discussion within the newly established District Faculty Shared Governance Committee to develop a plan for identifying and addressing workload equity issues with the understanding to make meaningful progress, there will be a cost. The DFSGC will provide a recommendation to the Chancellor by February 19, 2019.

11.4 Office Hours.

In addition to the contact hours mentioned above, full-time faculty in the general lecture category shall average five (5) office hours per week at a time convenient to the faculty and the students. Faculty with contact load assignments of more than fifteen (15) but less than twenty (20) hours per week shall maintain an average number of office hours which is the difference between their teaching workload assignments and twenty (20). Faculty with twenty (20) and more contact hour assignments may consider their office hours as included in their teaching load.

These hours must be posted by each faculty member's office, convenient for student viewing.

For Academic Years 2017-18 & 2018-19, full-time ABE/ESL faculty may opt into holding up to three weekly office hours. Office hours that are in addition to a faculty member’s 20 hour workload will be compensated at the stipend rate.

All hours covered in this section shall be posted by each faculty member's office, convenient for student viewing.

**APPENDIX H - INTENSIVE ENGLISH PROGRAMS**

H.1 Scope. Contract provisions for faculty in the Intensive English Programs shall be the same as those for other district faculty with the following exceptions:

The following provisions do not apply:

1. Article 4 - SALARY AND RATES OF PAY (4.1(except section B.4), 4.3, & 4.8)
2. Article 7 - TENURE PROVISIONS
3. Article 8 – DISMISSAL (8.2, 8.3, 8.4, 8.5 & 8.6)
4. ~~Article 9 – SENIORITY (9.1)~~
5. Article 11 - OPERATIONAL POLICIES (11.1 (a, b, d, e) & 11.3)
6. Article 13 - CURRICULUM DEVELOPMENT
7. Article 14 - PROFESSIONAL DEVELOPMENT

In the articles that do apply, full-time or tenured faculty shall be interpreted as Core faculty.

Intensive English faculty are those hired to instruct in student-funded English-as-a Second Language programs.

H.2 Contract Year. The contract year will consist of 200 calendar days, or the equivalent, 10 of which will be non-instructional (including 3 development days, beginning Winter 2018). Fall, Winter and Spring Quarters will be ten (10) weeks long; Summer Quarter will be accelerated to eight (8) weeks. Holidays will be observed as established in the SCCD Instructional Calendar (Appendix C).

H.3 Workload. The weekly workload for the regular college year will be twenty (20) hours (100%). The weekly workload for Summer Quarter will be twenty-five (25) contact hours. Based on, but not limited to, individual faculty capabilities, considerations of student needs, facilities, budget, state guidelines and long-range plans, the unit administrator, in conjunction with the unit faculty who choose to be involved, shall cooperatively develop schedules of student load, class size, and all other matters relevant to classroom instruction.

The weekly workload shall consist of assignment of student contact hours for each faculty. With the concurrence of the individual faculty, maximum weekly contact hours may be averaged on an annual basis. Maximum weekly contact hours are not to be construed as a required total hourly assignment.

An appointing authority may allow a non-probationary Core faculty member to retain Core status upon assignment to a reduced workload. The appointing authority and the faculty member shall execute a written agreement setting forth the terms and conditions of the assignment, including the conditions, if any, under which the faculty member may return to full time employment.

In Summer Quarter, the weekly workload for Core faculty will be 18.75 contact hours.

Summer contractual workload for Core faculty will be calculated by multiplying the 49 calendar days, or equivalent, by 75%, the summer workload: 49 x 75% = 36.75 days of effort @ 100%.

# H.4 Salary Placement of Intensive English Faculty Members

All new Intensive English faculty shall be evaluated for initial placement on the salary schedule in Appendix A for full-time faculty and Appendix B for part-time faculty within thirty (30) days after the beginning of their faculty appointment. Permanent placement will be contingent upon submission of required records and documentary evidence within ninety (90) days of employment. Thereafter, any changes made in salary placement as the result of records or documentation submitted after the permanent evaluation will not be retroactive. Salary placement of Intensive English Faculty members shall be made in accordance with the following principles.

1. "Core IEL faculty" are assigned 100% of a full normal weekly workload in each quarter during the regular college year, and 75% of a full normal weekly workload during summer quarter. Faculty in this category are paid according to the full-time salary schedule as set forth in Appendix A and Appendix H.6 of this Agreement. Summer quarter is not a supplemental quarter for Core Faculty. Assignments in excess of a 100% load during the regular college year or in excess of a 75% load in summer shall be paid according to the part-time schedule.
2. "Temporary Full-time IEL faculty" are those non-Core faculty who are assigned 100% of a full normal weekly workload in an IEL program for a minimum of ten (10) weeks in a quarter during the regular college year, or for a shorter period when the assignment equals that of a full quarterly load. Faculty in this category use the full-time salary schedule in Appendix A, and are paid in accordance with Appendix H.6
3. "Pro-rata part-time IEL faculty" are those who are assigned 76% to 99% of the normal weekly workload in an IEL program for a minimum of eight (8) weeks or the equivalent of eight weeks in a quarter during the regular college year or a period equal to a minimum of eight weeks during Summer quarter. Faculty in this category are paid according to the full-time salary schedule prorated at the percentage of a full-time load they are assigned.
4. "Part-time IEL faculty" are those who do not meet the criteria for full-time faculty and who are assigned 75% or less of the normal weekly workload in an IEL program. Faculty in this category are paid in accordance with Appendix B. Part-time faculty will be eligible for priority hiring within this program based on Article 10.7.
5. Hours taught in this program will not be used for calculation of weekly workload for pro-rata pay in other programs, nor will hours taught in other programs apply to this program.
6. Such placement will be observed throughout their employment and as long as the program is operated by the District or any of its sub-units. Intensive English faculty members are automatically included in the collective bargaining unit during their period of employment.

H.5 Contract. Core faculty will be employed under a yearly contract and will be provided a written contract describing the terms and conditions of their employment with the District. Core faculty will perform the professional obligations of full-time faculty. Upon appointment to a Core faculty position, new Core faculty are probationary, until the probationer has successfully completed the Core Faculty Status process as described in H.10.

Core faculty employment does not confer a vested right to continued employment. However, if enrollment allows, Core faculty who have completed the probationary process and attained Core faculty status will be tendered a new contract unless there is cause.

Core faculty (except those in probationary status), upon appointment to an administrative position, except that of District chief administrative officer, will retain their core faculty status within their specific program. If a core faculty position becomes available in the program, such faculty will have the right of first refusal for the position.

1. In the event of non-renewal of a Core status faculty related to reasons for dismissal in 8.1 (excluding instructional performance) the following process will be implemented:
2. The appropriate vice president will inform the faculty member in writing detailing the reason or reasons for non-renewal and shall set the time and date for an informal meeting between the affected individual, the unit administrator, and the vice president. This meeting shall be held within ten (10) working days of receipt of the above-referenced letter. The core faculty member will be given the opportunity at this meeting to present oral and written materials and to discuss in detail the questions of non-renewal.
3. The vice president shall issue in writing his/her decision to the affected member within ten (10) working days of the meeting. The affected core faculty member shall be deemed to have accepted this decision unless written notice of appeal is received by the appropriate campus president within ten (10) working days from receipt of the vice president's decision.
4. The president shall set the date for an informal hearing within fifteen (15) working days of receipt of the appeal. The president shall conduct such informal hearing in accordance with the provisions of RCW 34.05 as now or hereafter amended. At this hearing both the affected core faculty member and the vice president or designee shall be given opportunity to present oral and written materials regarding the decision for non-renewal of the core faculty member. The president's decision, which is final for all purposes and is not grievable nor arbitrable, shall be issued within ten (10) working days of completion of the hearing process. The effective date of non-renewal shall be the end of the current contract year.
5. In the event of concerns related to instructional performance, a performance review as defined in H.9.a.3 will be conducted. If the result of the performance review is a finding of no resolution, the unit administrator may initiate the non-renewal process as defined in H.5.a.1.
6. If the core faculty member is to be dismissed for cause before the expiration of his/her contract for reasons identified in Article 8.1, the faculty member will be entitled to appropriate due process as defined in H.5.a.1 through H.5.a.3 or H.5.b, whichever is appropriate.

H.6 Salary Schedules, Placement and Advancement

1. Core faculty salary schedule from Schedule A 1.
2. Salary Schedule, see Appendix A.1.
3. Placement, see Appendix A.2.
4. Advancement, see Appendix A.3.
5. Calculation of Core salary for contract year.
6. Placement on Schedule A.1 will compensate Core faculty for 190 instructional days, or the equivalent, and seven (7) non-instructional days and three (3) development days. For Fall, Winter and Spring, the weekly workload will be 20 hours per week (100%) for ten (10) weeks; for Summer, the weekly workload will be 18.75 hours per week (75%) for eight (8) weeks.
7. The 190 instructional days will be determined as follows:

Fall Quarter: 46 days

Winter Quarter - 47 days

Spring Quarter - 48 days

Summer Quarter - 49 days

1. Salary will be calculated as follows:
2. Summer Quarter:

|  |  |  |  |
| --- | --- | --- | --- |
| Annual Salary | X 49 days | X 75% | = Summer Salary |
| 172 contract days |  |  |  |

1. Fall, Winter, and Spring Quarters:

|  |  |  |
| --- | --- | --- |
| Annual Salary | X 151 days\* | = Fall, Winter and Spring Salary |
| 172 contract days |  |  |

\*141 instructional days, 7 non-instructional days and 3 development days. Upon mutual agreement of a faculty member and the unit administrator, one or more non-instructional days may be assigned in Summer Quarter in order to meet program needs.

1. The combined total of ‘a’ and ‘b’ above, the annual salary will be paid in twenty-four (24) equal installments.
2. For IEL part-time faculty with temporary full-time assignments for one quarter during the regular academic year or summer quarter, the distribution of instructional, Development (DD) and non-instructional days (NIDs) shall be as follows:

Fall Quarter - 46 instructional days + 1 DD+ 3 NIDs

Winter Quarter - 47 instructional days + 1 DD + 2 NIDs

Spring Quarter - 48 instructional days + + 1 DD + 2 NIDs

Summer Quarter - 49 instructional days or equivalent

Note: During the regular college year, 1 NID each quarter will be in accordance with Article 11.1 (c.3).

H.7 Fringe Benefits. Intensive English core faculty are eligible for fringe benefits in accordance with Article 5 in the Agreement from the date of their employment as noted in H.1. Percentage of full-time calculation for determination of benefit eligibility will be based upon actual Intensive English quarters (10 weeks), not the regular college quarter duration.

In the case of part-time Intensive English faculty, fringe benefits will accrue as for other part time faculty as described in the basic Agreement with the AFT Seattle.

H.11 Seniority. For all such purposes as relevant, ~~seniority of Intensive English faculty members shall be calculated in this specific program.~~ Intensive English faculty shall ~~not~~ be placed on ~~any~~ a District-wide Core faculty seniority list.