

**ARTICLE 5  
WORK HOURS, WORK YEAR AND WORKLOAD**

Work Hours

5.1 Regular instructional faculty members shall be either on campus or available at other assigned work locations during each regular college instructional day. Non-instructional faculty shall be at assigned work locations as scheduled for Disabled Student Programs and Services Specialists, counselors, librarians, Instructional Designer, and the Coordinator of Student Life and Leadership. All faculty are expected to fulfill the following responsibilities:

- Provide instruction or services for the period of time determined by the provisions of this Article.
- Provide scheduled office hours for consultation with students pursuant to Article 5.1.2
- Serve on assigned college committees or perform other approved service to the college, including committees designated pursuant to ARTICLE 11, RIGHTS OF THE EXCLUSIVE REPRESENTATIVE, section 11.6.1. Any balancing of committee assignments shall not displace an assignment made pursuant to Section 11.6.1 except by mutual agreement between the President of the Exclusive Representative and the Superintendent/President.
- Participate in activities of professional growth which are designed to enhance the quality of instruction or service provided.
- Attend those meetings' necessary to participate in college or division business.

5.1.1 If the need for an exception to section 5.1 arises, it may be granted in keeping with the established goals and objectives of the college. Before an exception is submitted for final approval, it must be approved by the appropriate Dean, Director, or Assistant Superintendent/Vice President.

5.1.2 In the application of the provisions of section 5.1, instructional faculty are assigned thirty (30) hours per week of instruction, preparation, grading, division responsibilities, program review, student learning outcomes and assessment, curriculum development and professional growth and assigned a minimum of five (5) office hours and five (5) additional hours for committee/governance activities per week. The five (5) hours for committee/governance activities are not assigned during winter, spring, and/or summer breaks or during an inter-session period.

5.1.2.1 Faculty teaching in the Distance Education (DE) or Hybrid modality may conduct regularly scheduled office hours on-line at a ratio of one (1) hour per three (3) units taught on-line or two (2) hours per week, whichever is greater. The on-line office hour environment must allow for regular and effective real-time communication between the instructor and the students.

5.1.2.2 Regardless of the teaching modality, faculty will have no fewer than four (4) full working days after the specific faculty member's last day of final exams to submit final grades.

5.1.3 The appropriate Director, Dean, or Assistant Superintendent/Vice President has the responsibility to monitor the workload of all faculty members pursuant to this Article.

5.2 Full-time Disabled Student Programs and Services Specialists *who are not teaching instructional courses* shall be assigned: twenty-three (23) hours of direct student contact, five (5) hours of other disabled student programs and services and/or professional growth, seven hours (7) of preparation time for student contact, and five (5) hours for committee/governance work per week. Weekly direct student contact time for DSPS Specialists who are assigned to work during the summer break period shall be twenty-eight (28) hours the additional five (5) hours replacing the five (5) hours for committee/governance work per week.

DSPS Specialists who teach instructional courses will have a combination of instructional load and service load. The instructional and preparatory loads shall be calculated at the same ratios as instructional and preparatory loads for instructional faculty; such loads shall be subtracted from the remaining direct student contact load. Additional responsibilities shall include curriculum development, grading, and student learning outcomes and assessment, and program review.

- 5.3 Full-time Counselors shall be assigned: twenty-three (23) hours of direct assignment, seven (7) hours of preparation for student contacts, five (5) hours for other counseling services and/or professional growth, and five (5) hours for committee/ governance work per week. Weekly direct assignment time for counselors who are assigned to work during winter, spring, and/or summer break periods shall be twenty-eight (28) hours, the additional five (5) hours replacing the five (5) hours for committee/governance work per week.

Full-time Counselors who teach instructional courses will have a combination of instructional load and service load. The instructional and preparatory loads shall be calculated at the same ratios as instructional and preparatory loads for instructional faculty; such loads shall be subtracted from the remaining direct student contact load. Additional responsibilities will include curriculum development, grading, student learning outcomes and assessment, and program review.

- 5.4 Full-time Librarians shall be assigned: normally twenty-three (23) hours of direct student contact (including but not limited to reference desk, small group instruction, information literacy instruction in distance education and face-to-face courses), seven (7) hours of other assignments, five (5) office hours and/or professional growth, and five (5) hours for committee/governance work per week. Weekly direct assignment time for Librarians who are assigned to work during winter, spring, and/or summer break periods shall be twenty-eight (28) hours of direct contact, the additional five (5) hours replacing the five (5) hours of committee/governance work per week. Additional responsibilities may include student learning outcomes and assessment, curriculum and collection development, program review, website management, outreach, grant writing, database or library service platform management and/or creation of library guides, distance education modules, other teaching materials, or other related duties.

With the approval of their Dean full-time Librarians who teach instructional courses may have a combination of instructional load and service load. The instructional loads shall be calculated at the same ratios as instructional and preparatory loads for instructional faculty, and such loads may be subtracted from the remaining direct student contact load or assigned as overload per mutual agreement.

Full-time Instructional Designers shall be assigned; normally twenty-three (23) hours of direct contact by the supervisor, seven (7) hours of other assignments, five (5) office hours and/or professional growth, and five (5) ours for committee/governance work per week. Weekly direct assignment time for Instructional Designers who are assigned to work during winter, and/or summer break periods shall be twenty-eight (28) hours of direct contact, the additional (5) hours replacing the five (5) hours of committee/governance work per week. Additional responsibilities may include program review, creation of course materials, outreach, grant writing and management of campus-wide instructional technology projects.

With the approval of their Dean full-time Instructional Designers who teach instructional courses may have a combination of instructional load and service load. The instructional loads shall be calculated at the same ratios as instructional and preparatory loads for instructional faculty, and such loads may be subtracted from the remaining direct student contact load or assigned as overload by mutual agreement.

5.5 Programs within the Nursing and Allied Health Division, including, but not limited to EMS, LVN, MAST, and PSYT have mandated hourly requirements set forth by their accrediting agency which are non-negotiable.

5.5.1 Programs with mandated hourly requirements in Nursing and Allied Health at Cuesta College will initiate and maintain a schedule which allows classes to be held on flex days and/or Cuesta holidays, allowing the mandated hour requirements to be met within a given semester, while providing students and faculty a break between semesters.

5.5.2 Scheduling hourly-driven classes on flex days and/or holidays would be implemented by the District only as a last resort, and in consultation with the full-time and part-time faculty teaching within that semester for the benefit of the program.

5.5.3 Faculty will be responsible to meet their full flex obligation; 60 hours for full-time faculty and 1.5 hours per student contact hour for part-time faculty.

#### Work Year

5.6 The work year for instructional faculty shall be 175 days. The work year for Disabled Student Programs and Services Specialists shall be 175 days or 197 days as specified in the employment contract. The employment contract/year will be based on the fiscal year, July 1<sup>st</sup> through June 30<sup>th</sup>.

5.6.1 The work year for Counselors, Librarians, Instructional Designer and the Coordinator for Student Life and Leadership shall be 197 days. The initial schedule of workdays shall be developed by the Division Chair in consultation and by mutual agreement with each affected faculty member faculty. The appropriate Director or Dean (or Assistant Superintendent/Vice President Student Services for the Coordinator for Student Life and Leadership) has final approval of the schedule. If the Dean/ Director and the faculty member are unable to achieve a mutual agreement, the Dean shall determine the schedule consistent with the needs of the program.

5.6.2 The District may extend the work year of an employee or employees beyond the number of days specified in this section on a day-by-day basis at the employee's daily rate of pay. The District will notify the Exclusive Representative in advance if the work year of an employee or employees is to be extended. In an emergency situation, the Exclusive Representative will be notified as soon as practicable.

5.6.3 The work week for all full-time faculty shall normally be forty (40) hours per week exclusive of overload and consisting of student contact (service or instruction), preparation, office hours, participation in college governance and professional growth.

5.6.4 Reassigned time provided pursuant to Article 11, Rights of the Exclusive Representative may not be used to satisfy District-College governance requirements pursuant to this Article.

5.6.5 Regular full-time faculty shall be required to participate in staff development activities (Flex activities) for the equivalent of ten (10) days of six (6) hours each of the 175 workdays in each academic year.

5.6.6 Flex activities must be performed at times when the faculty member is not scheduled for student contact (instruction or service), office hours, participation in the College governance process, or the performance of other contractually required activities.

5.6.7 Temporary, part-time faculty teaching 18-week semester courses shall be required to participate in flex activities for the equivalent of 1.5 times the number of hours taught in one week.

- 5.6.8 Temporary, part-time faculty teaching courses fewer than 18 weeks shall be required to participate in flex activities equal in time to the number of hours that the class would have met during a scheduled "flex day."
- 5.6.9 Credit toward the flex requirement shall be granted for only those approved activities for which completion is verified. Pay for unattended or incomplete staff development obligations shall be subject to civil collection action.

#### Workload Goals Committee

5.7 The college workload for Full-Time Equivalent Faculty shall be a minimum average of 15 Full-Time Equivalent Student per Full-Time Equivalent Faculty (FTES/FTEF) per semester. The ultimate goal is to reach an average of 17.5 Full-Time Equivalent Student per Full-Time Equivalent Faculty (FTES/FTEF) which is the State target set by the Chancellor's Office.

5.7.1 A Faculty workload committee shall be established to ensure compliance with the above minimum workload requirements. In compliance with this requirement, notwithstanding any other past practices, the committee's responsibility shall include:

- Division FTES/FTEF targets projected for the subsequent academic year (Fall/September and Spring/February)
- Compliance monitoring and accountability for Workload Committee recommendations.
- Standardize Course Caps/Maximum Enrollment
  - Consider recommendations from the 10 comparable districts
  - Consider recommendations from the Curriculum Committee

This committee will be responsible for setting course caps/maximum enrollment for the course outline of record.

5.7.2 The committee shall be composed of four members jointly appointed by the Federation President and Academic Senate President and four managers, including the Assistant Superintendent/Vice President of Academic Affairs, appointed by the Superintendent/President. The committee shall be convened and chaired by the Assistant Superintendent/Vice President of Academic Affairs. The first committee meeting will be convened no later than the first week of September of each academic year to begin work for the following year. The recommendations of the committee shall be made by consensus, or, if the consensus is not reached recommendation will be made by majority vote. The operating procedures of the committee will be decided at the beginning of the academic year to include what comprises a quorum and how many faculty/managers must be present to vote on proposals and/or targets.

5.7.3 In the event that the committee is unable to recommend area or division FTES/FTEF targets, for the academic year, Assistant Superintendent/Vice President of Academic Affairs shall set the targets for each division.

5.7.4 In the event that the committee is unable to make a recommendation on course caps/maximum enrollment, the issue will be submitted to the Board of Trustees for review and final determination.

5.7.5 The District and the Federation agree that any revision to the division workload, including course caps/maximum enrollment, in compliance with 5.8 shall be implemented by the District and shall not be subject to negotiations.

## Formula Hours

- 5.8 The appropriate Vice President or designee shall determine the class or service assignment and load for each faculty member. Workloads shall be computed in formula hours as set forth in this section.
- 5.8.1 The full-time load of a regular instructional faculty member is based on 15 lecture hours or 20 laboratory hours or a combination of lecture and laboratory hours. One lecture hour equals six and sixty-six one hundredths percent (6.6666%) of a load; one laboratory hour equals five percent (5.0000%) of a load.
- 5.8.2 The District reserves the right to make an assignment which could vary from 93% to 107% of a normal load in any one semester, with semester loads balanced between fall and spring semesters of the academic year for full-time regular instructional faculty. If an assigned load exceeds 107% in a semester and is not balanced by a reduced assignment within the academic year, the affected faculty member shall receive overload compensation for the percentage that exceeds 107%.
- 5.8.3 Regular faculty who have less than a full-time assignment shall be assigned lecture, service, and/or laboratory hours in an amount equivalent to the number most closely representing the faculty member's percentage of a full-time load.
- 5.8.3.1 Regular faculty who have less than a full-time assignment are not eligible for an overload assignment pursuant to sections 5.12.3.2 through 5.12.5.6.
- 5.8.3.2 An increase of the percentage of load for regular faculty who have less than a full-time assignment shall be accomplished only through the District's regular hiring procedures.
- 5.8.4 A faculty member who teaches in a large lecture class setting shall have the load formula computed for the large class section on the basis of the number of students reported on the student census. At no time shall course enrollment exceed the classroom maximum. Enrollments greater than fifty-five (55) need pre-approval by the appropriate Dean or the Assistant Superintendent/Vice President of Academic Affairs.
- 5.8.4.1 Load credit shall be calculated at the rate of one and fifteen one hundredths (1.15) times the regular load credit for a class section of 45 through 54 students, one and one-quarter (1.25) times the regular load credit for a class section of 55 through 64 students, one and one-half (1.5) times the regular load for a class section of 65 through 74 students, one and three-quarters (1.75) times the regular load credit for a class section of 75 through 84 students, or two (2) times the regular load credit for a class section of 85 or more students.
- 5.8.4.2 Any adjustment to the workload computation shall be calculated at census and applied to the faculty member's current assignment(s) and subsequent pay periods of the current term in the form of compensation or load bank. In cases where the additional load results in a total load of over 140% an approval is needed by the Assistant Superintendent/Vice President of Academic Affairs.
- 5.8.5 Load credit for approved distance education courses shall be calculated pursuant to the terms of section 5.8.1 and, where applicable, section 5.8.4.1.

5.8.5.1 The assignment of a course or courses that will be taught in the distant education mode shall be by mutual agreement between the affected faculty member, the Division Chair (or Director where there is no Chair), and the appropriate Dean (or Vice President where there is no Dean).

5.8.5.1.1 The District agrees that it will not require that an existing course be offered solely in the distance education mode. Load credit for a course offered in the distance education mode will be the same as that offered in the face to face modality.

5.8.5.1.2 The agreement regarding a distance education course assignment shall detail the provisions for District logistical, design, legal requirements and/or technical support for the distance learning course or courses, including faculty training provided by the District in 5.10.

5.8.5.1.3 Contact between students and instructional faculty who teach a distance learning class shall be provided as set forth in California Code of Regulations, Title V.

5.9 Formula hour credit for team teaching and co-teaching will be computed in proportion to the percentage of lecture or lab time that is assigned to each faculty member as approved by the appropriate Dean or Director.

#### Online Instruction

5.10 Online education includes both the Hybrid and Online classes defined by Title 5 where the instructor and student are separated by distance and interact through the assistance of technology. All distance education courses must meet the state and federal requirements, and if a course does not meet these requirements, then necessary steps will be taken to ensure compliance. For all courses offering online components there shall be regular and effective contact between the faculty member and the students as verified by a student identification process.

5.10.1 The determination of which courses in the curriculum may be offered in an online format, in addition to instructor/student contact requirements, shall be in accordance with the Title 5 California Code of Regulations.

5.10.2 All online instructors, prior to their first distance education assignment, shall complete training in online pedagogy, an online learning management system and accessibility standards, provide evidence of prior training, or demonstrate mastery or competencies in these areas. The Distance Education Coordinators and/or OEI certified trainers will make recommendations to the Dean or designee for faculty who meet the requirements.

5.10.3 Such training, for eligible faculty as defined in 5.11, must be pre-approved by the Dean, and shall be compensated either via the unit member's professional development obligation or at the unit member's rate of pay on the Temporary, Part-Time & Full-Time Overload Two-Thirds Laboratory/Hourly Faculty Salary Schedule (Appendix B-1-H), at the option of the unit member. Any training used for salary schedule column advancement cannot be compensated by the District.

5.10.4 Becoming qualified to teach online courses does not require a faculty member to accept assignment to teach an online course.

- 5.10.5 Beginning Fall 2016 regular, tenure-track, and temporary faculty will have all courses evaluated on a rotating cycle per Article 7.2. Regular and tenure-track faculty teaching more than one Distance Education (DE) or Hybrid course must have at least one (1) of their online courses evaluated as part of every evaluation cycle on a rotating basis. Regular, tenure-track and temporary faculty teaching one DE/Hybrid course will have that course evaluated at least every other evaluation cycle beginning Fall 2016.

#### Preparations

- 5.11 Normally instructional faculty members will not be assigned more than three different course preparations per semester for regular load assignments excluding overload assignments. The District and the Federation understand that different disciplines or other extenuating circumstances (e.g., necessity to maintain full-time faculty load or to preserve programs) may require different numbers of preparations. The assignment of a course in a distance education modality is a separate preparation from the same course in a face to face modality.
- 5.11.1 Course preparations nominally include development of a Syllabus, a Welcome Letter (for DE courses), Course Objectives, grading standards, and a tentative calendar of topics or exams. Lab preparation is considered an additional preparation.
- 5.11.2 Any assignment that exceeds four preparations per semester shall be by mutual agreement between the faculty member and management.

#### Assignment of Faculty

- 5.12 For 2018/2019 Academic Year please refer to Memorandum of Understanding #304.

The appropriate Vice President or designee will determine the class or service assignment for each faculty member consistent with the provisions of this section. The Division Chair/Director, in consultation with the faculty, and following guidelines from the Dean or Vice President, will develop the initial schedule for classes and teaching or service assignments.

- 5.12.1 The assignment of regular faculty, including the teaching schedules or service load levels, will be determined by the appropriate Dean (or Vice President where there is no Dean) following consultation with the Division Chair (or Director where there is no Chair) and the faculty in the subject or service area.
- 5.12.2 The assignment of temporary faculty members, including the teaching schedules or service load levels will be determined by the appropriate Dean (or Vice President where there is no Dean) following consultation with the Division Chair (or Director where there is no Chair).
- 5.12.2.1 Temporary faculty may be assigned to teach credit classes or to provide other service to the college and must meet the relevant state minimum academic and District qualifications or the equivalent.
- 5.12.2.1.1 Assignments of temporary faculty are contingent on the availability of classes, funding, and enrollment.
- 5.12.2.1.2 Temporary faculty employed in at least one of the four preceding semesters are eligible for assignment. Temporary faculty who have two sequential ratings of Needs to Improve or one rating of Unsatisfactory are not eligible for assignment.
- 5.12.2.2 Each temporary faculty member is limited to a teaching or service load level equal to the employee's highest load during the preceding four consecutive

semesters, to a maximum of 67% of the contact hours per week considered a full-time assignment for regular faculty having comparable duties. Emergency circumstances may necessitate exceptions, subject to the approval of the appropriate Vice President. When exceptions occur, teaching or service assignments shall be offered following consideration of the criteria in section 5.12.5.

- 5.12.2.3 Temporary faculty who are eligible for and interested in assignment to a temporary load will complete a "Course, Load and Scheduling Request" form as required by the District. In addition, consideration will be given to a temporary faculty member's preference of campus designation.
- 5.12.2.4 Eligibility for assignment does not guarantee that a temporary faculty member will be assigned to a particular teaching or service load or pattern of scheduling. Assignments may vary from semester to semester. Once an initial assignment is made, there is no bumping or displacement by another faculty member, except to fill the load of a regular faculty member.

Pursuant to Education Code Section 87665, temporary employees may be terminated at the end of any day or week, whichever is appropriate.

- 5.12.2.5 A temporary faculty member who does not maintain eligibility pursuant to section 5.12.2, inclusive, or who has declined an assignment in the prior academic year with fewer than fifteen (15) days' notice is eligible for assignment only pursuant to section 5.12.3.3.

5.12.3 The initial assignment of faculty members in each academic year shall occur in the following progression:

5.12.3.1 Level One: All full-time regular faculty (and regular faculty who have less than a full-time assignment) shall be assigned as set forth in section 5.8.

5.12.3.2 Level Two: Assignments are made at Level Two contingent on the availability of classes, funding, and enrollment. Assignments at Level Two are made for the following eligible faculty:

- Full-time regular faculty who have applied for an overload assignment and who meet the criteria set forth in section 5.12. Regular faculty shall be eligible for an overload assignment at the level taught in the prior semester, to a maximum of 40%. A regular faculty member who declined an overload assignment in the prior academic year, or who is retired, is eligible for assignment only pursuant to section 5.12.3.3.
- Temporary faculty who have applied for an assignment and who meet the criteria set forth in section 5.12.2. The assignment shall be made on the basis of prior service to the District. In order to be eligible for assignment at Level Two, a temporary faculty member must have been assigned in four of the prior eight semesters. Temporary faculty shall be eligible for assignment at the highest level assigned in the preceding four consecutive semesters as long as eligibility pursuant to section 5.12.2.1 is maintained. Also included in eligibility for Level Two assignments are (1) those temporary faculty whose load has followed a recurring, irregular pattern from semester to semester due to program or curriculum needs, (2) temporary faculty who take the lead position in a discipline where there is no regular faculty, and (3) coaches in the semester that the sport is in season.

5.12.3.3 Level Three: Assignments are made at Level Three following the placement of regular and temporary faculty pursuant to sections 5.12.3.1 and 5.12.3.2, inclusive, contingent on the availability of classes, funding, and enrollment. Assignments that remain unfilled following completion of the Level Two process are considered as new openings. When there is a new opening, a placement pool will be created. The pool will be formed for the succeeding academic year in the area or areas where the opening or openings are anticipated. The pool will be composed of:

- Full-time regular faculty members who were not eligible for an overload assignment of 40%.
- Full-time regular faculty members who had no overload in the prior academic year.
- Full-time regular faculty who were temporary faculty in the prior academic year.
- Retired faculty who have indicated an interest.
- Eligible temporary faculty who have indicated an interest in increasing his or her assignment level, up to 67%.
- Other eligible and interested candidates who are not employed by the District, pursuant to Board Policy number 3064.

5.12.3.3.1 Assignment will be made pursuant to the criteria set forth in section 5.12.5.

5.12.3.3.2 In emergency circumstances, the District may hire an outside applicant for a period not to exceed one semester. The outside applicant must meet the established minimum qualifications for the position or positions. The Dean (or Vice President or where there is no Dean) shall consult with the Chair (or Director where there is no Chair) in such circumstances.

5.12.4 When the District is unable to make an overload assignment of regular faculty or an initial assignment of temporary faculty in a subject or service area at a level equivalent to the highest percentage of assignment during the prior four semesters (e.g., 40%) at Level Two or Level Three as appropriate, the District will apply the criteria set forth in section 5.12.5 in considering the assignment of eligible faculty and/or other candidates in the subject or service area.

5.12.5 The criteria to be applied where required by the provisions of section 5.12, inclusive, in order of consideration, are (a) educational preparation, specialization, and recency in discipline, (b) comparative quality of teaching or service performance as documented by evaluations, (c) recent and previous teaching experience in the subject area of the class or experience in the service area, (d) diversity, and (e) the cumulative number of semesters employed as faculty in the District. Criteria (d) and (e) are reversed in order of consideration in the assignment of temporary faculty pursuant to section 5.12.4.

5.12.5.1 It is understood and agreed by the District and the Federation that the District has the discretion to place differing values on the application of the elements within each of the criteria of section 5.12.5.

5.12.6 An instructional or service assignment may include a split assignment between designated campus or center sites.

5.12.6.1 The District will not require that a regular faculty member's assignment be modified to a split campus/center assignment unless the assignment is

necessary to maintain a full-time load and the faculty member has refused to reduce from a full-time load in order to remain at one campus.

- 5.12.6.2 Instructional faculty who have a split campus/center assignment shall have at least a two-hour interval between assigned duties, except by mutual agreement between the affected faculty member and the Dean. The two-hour interval shall not be included in the calculation of assigned work hours pursuant to sections 5.1 through 5.6, inclusive.
- 5.12.6.3 For service faculty who have a split assignment, travel time shall be a part of the assigned workday.
- 5.12.7 An instructional or service assignment may include a dual assignment between designated campus or center sites. The District will not require that a regular faculty member's assignment be modified to a dual campus/center assignment unless the assignment is necessary to maintain a full-time load and the faculty member has not agreed to reduce from a full-time load in order to remain at one campus. If more than one faculty member would satisfy the criteria related to the position, the least senior faculty member would be reassigned. Upon request, a regular faculty member who has been reassigned pursuant to this section shall be restored when there are sufficient available hours to constitute a full-time assignment at the campus/center from which the reassignment was made. Please refer to Article 4 for mileage compensation.

#### Overload Assignments

- 5.13 Regular faculty who are eligible for and interested in an overload assignment will complete a "Course, Load and Scheduling Request" form. Eligibility for assignment does not guarantee that a faculty member will be assigned to a particular overload assignment. Assignments may vary from semester to semester. Once an initial assignment is made, there is no bumping or displacement by another faculty member, except to fill the normal full-time load of a regular faculty member. Pursuant to Education Code section 87484, the overload assignments of regular faculty may be terminated at any time.
  - 5.13.1 A regular faculty member may be assigned up to the equivalent of 40% in addition to the full-time load. Emergency situations may necessitate an exception, subject to the approval of the appropriate Vice President.
  - 5.13.2 The overload assignments of regular faculty members will be determined by the Dean (or Vice President where there is no Dean) in consultation with the Division Chair (or Director where there is no Chair). All offers of overload assignments are contingent on funding and/or enrollment, and satisfactory evaluations. Regular faculty who have two ratings of Needs to Improve from both manager and peer evaluations over the last three evaluations or one rating of Unsatisfactory from both manager and peer evaluations are not eligible for an overload assignment until a Meets Standards or Excels rating is obtained on the follow-up evaluation.
  - 5.13.3 Compensation for an overload assignment shall be based upon the individual assignment and the appropriate salary schedule.

#### Fee-Based Credit Instruction

- 5.14 Faculty members who are qualified will be given priority consideration for employment as instructors in fee-based credit classes offered by the District. The provisions of section 5.14, inclusive, relate to those classes for which college credit is granted or for which State apportionment may be received.

- 5.14.1 In the event that a qualified faculty member does not apply for appointment as an instructor in a fee-based credit class, the District will employ a person who possesses appropriate academic qualifications. The person shall meet the State minimum qualifications for instructors.
- 5.14.2 A person who is employed by the District for a fee-based credit class pursuant to the provisions of section 5.14.1 is a member of the bargaining unit and is subject to the terms of this Agreement for the duration of the class except that the service shall not entitle the person to assignment as a temporary faculty member pursuant to section 5.14.4.2.
- 5.14.3 A person who is employed by the District solely to provide instruction in a fee-based credit class will be evaluated on the same basis as temporary faculty pursuant to the relevant provisions of ARTICLE 7, EVALUATION PROCEDURES, except that there will be no peer evaluation component. The evaluation shall be conducted by a cluster dean or other instructional manager in the appropriate discipline or area of responsibility.

Promotions - Within the Unit

- 5.15 Promotional opportunities for regular faculty members include Division Chair, Coordinator, or Assistant Director of Nursing. There shall be one (1) Division chair per Division, and five (5) Coordinators for the North County Campus. Other Coordinator positions may be established by the District as deemed necessary. A regular faculty member may request to be considered for a position within the bargaining unit that would constitute a promotion (e.g., Division Chair, or Coordinator positions within a Division or Cluster). The term of service for each position shall be four years. Division Chair and North County Campus Cluster Coordinator positions shall be held by full-time regular faculty while Assistant Directors may be temporary faculty.
  - 5.15.1 A Division Chair position shall be held by a full-time regular faculty member who has tenure.
  - 5.15.2 An election shall be held in a Division at the call of the appropriate administrator, on or before November 1<sup>st</sup> of the last academic year of the present Division Chair term of office, for the purpose of nominating one (1) person acceptable to the members of the Division. The election shall be by secret ballot or acclamation and the results communicated to all division members prior to the conclusion of the fall semester. In cases where there are more than two (2) candidates, and none receives more than 50% of the vote, there shall be a run-off election between the two (2) top candidates.
  - 5.15.3 All tenured/tenure-track faculty members with a majority of their contract assignment in the Division shall be eligible to vote in the election of the Division Chair. The Dean will vote to break any tie.
    - 5.15.3.1 Only tenured faculty members may serve as Division Chair. Tenure-track faculty members may run for Division Chair, provided they will be tenured prior to the commencement of their terms of office. In the case of a division where there are no tenured faculty members, any tenure-track faculty member in the division may be a candidate for Division Chair.
    - 5.15.3.2 In the case of a division where there are no tenured or tenure-track faculty members, the Dean may assign a Division Chair from among part-time temporary faculty. No part-time temporary faculty may be forced to take on this assignment.
    - 5.15.3.3 Divisions with only two (2) eligible tenured or tenure-track faculty shall rotate the position of Division Chair every four (4) years unless otherwise specified by written mutual agreement between the two (2) faculty members).

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- 5.15.4 Per the Division Chair evaluation process as outlined in Article 7, if the Chair receives a "needs improvement" the appropriate administrator shall take action based on input from the faculty. The action will include at minimum a plan for improvement with faculty input and at most a request by faculty for the Chair to resign following the terms of 5.15.6.
  - 5.15.5 If the Chair resigns the position a new election will be held following the above procedures to elect a successor to complete the remainder of the current term or until the expiration of the approved leave, whichever occurs first.
 

If the Chair is on a long-term approved leave, a new election will be held following the above procedures to elect an interim Chair until the expiration of the approved leave or the end of the four (4) year term, whichever comes first.
  - 5.15.6 Each Division Chair will be elected for a four (4) year term. Election will be held by majority vote or acclamation of members of the respective division and ratified by the Board of Trustees.
- 5.16 The North County Campus Cluster Coordinators report to the Cluster Deans and provide academic leadership for the North County Campus. The term shall be four (4) years.
- 5.16.1 A North County Campus Cluster Coordinator position shall be held by a full-time regular faculty member who has tenure. A tenure-track faculty member may be assigned to this position with permission of the Assistant Superintendent/Vice President of Academic Affairs.
  - 5.16.2 During the semester preceding the start of the term of the North County Campus Cluster Coordinator a notice will be sent to all eligible Cluster faculty encouraging them to submit an application to be considered for the Coordinator position.
    - 5.16.2.1 Faculty will have twenty-one (21) calendar days from the date that the notice is sent to submit their application for consideration.
    - 5.16.2.2 A selection committee will be formed consisting of the Cluster Division Chairs and the appropriate Dean.
    - 5.16.2.3 The selection committee will meet within twenty-one (21) calendar days of the close of the application period to review the applications and recommend the finalist(s) to the Superintendent/President.
  - 5.16.3 North County Campus Cluster Coordinators will receive 20% reassigned time during the academic year.
  - 5.16.4 North County Campus Cluster Coordinators will be assigned 185 days. The additional 10 days shall be served at a time that is mutually agreeable between the respective coordinator(s) and academic Dean.
  - 5.16.5 If a nominee is acceptable to the Superintendent/President, the appointment of the faculty member shall be recommended to the Board of Trustees for approval.

### Promotions - Outside the Unit

- 5.17 An employee may request to be considered for a posted position outside of the bargaining unit that would constitute a promotion by submitting an application on the forms provided by the District. Applications shall be transmitted through the Human Resources Office to the Superintendent/President and the appropriate department or division at which the application is directed.
- 5.17.1 Applications for promotions shall be considered in the fashion and manner required by Board Policy, applicable regulations of the State Chancellor, and law.
- 5.17.2 With regard to a District selection committee that considers the appointment of an academic management position, the Superintendent/President shall appoint the President of the Exclusive Representative or a designee.

### Dual Enrollment

- 5.18 Cuesta College faculty shall maintain sole control over their curriculum, the materials provided to any dual enrollment high school instructor in their discipline, and the process by which the student learning outcomes are assessed for each course in their discipline.

Cuesta College faculty shall approve all high school faculty members that will provide courses within their specific discipline. This Agreement does not include the Exception, Career Planning: Comprehensive PEDS 110 course(s). They will approve the appropriate instructional and assessment materials for courses in their discipline. They will be empowered to determine the rigor of the courses through observation, evaluation, SLO assessment and the success of the students enrolled.

Cuesta College faculty members are not required to participate in any aspect of the Dual Enrollment effort. Cuesta College faculty members that choose to participate will be compensated for all aspects of the organization, oversight or outcomes aspect of this program. They will ensure that the material presented and assessments performed mirror the level of rigor of the same disciplinary course provided by Cuesta College faculty. See Article 4.20 for compensation information.

### California Men's Colony

- 5.19 Pursuant to Senate Bill 1391 (Hancock), the Department of Corrections and Rehabilitation (CDCR) and the California Community Colleges Chancellor's Office (CCCCO) have entered into an Interagency Agreement for inmate education to expand access to community college courses that lead degrees or certificates with an emphasis in Career Technical Education (CTE) skills or transfer to a four-year university. As part of the statewide initiative the District began offering courses at California Men's Colony ("CMC"), a local prison, to inmates in Spring 2016.
- 5.19.1 Faculty teaching at CMC are required to complete Academic Senate online training "Teaching Incarcerated Students" ([www.asccc.org/content/teaching-incarcerated-students](http://www.asccc.org/content/teaching-incarcerated-students)) prior to teaching at the prison. Faculty may use this time as four hours Flex credit or for two hours Flex credit and be compensated for two hours at the 2/3 lab rate. Faculty must notify their Dean of which option they are choosing prior to the training.
- 5.19.2 The District and CCFT recognize that CMC has rules, policies, procedures, and regulations that are separate from the District's that will be covered in the trainings described in this article. The District will only initiate disciplinary proceedings for faculty matters associated with assignments at CMC when violations of District rules or policies are apparent, pursuant to Article 9 of the Collective Bargaining Agreement.

- 5.19.3 Faculty teaching at CMC are required to attend a District orientation. Faculty may use this time as Flex credit or to be compensated at the 2/3 lab rate. Faculty must notify their Dean of which option they are choosing prior to the training.
- 5.19.4 Faculty teaching at CMC are required to attend a CMC training (typically 8 hours). Faculty may use this time as Flex credit or be compensated at the 2/3 lab rate. Faculty must notify their Dean of which option they are choosing prior to the training.
- 5.19.5 Faculty assigned to teach at CDCR facilities will be compensated for additional time required to enter and exit secure facilities. Faculty who are scheduled in a manner that requires multiple entry/exit processes in a workday, will be compensated for each entry/exit upon approval by the assigned administrator. Entry/exit will be calculated as 30 minutes total, 15 minutes for entry and 15 minutes for exit in addition to the assigned hours of instruction.
- 5.19.6 In the event of a lockdown the following applies:
  - 5.19.6.1 Faculty who are inside the CMC facility during a lockdown will be provided compensation for the duration of the lockdown at the Schedule B-4 step and column of the Temporary, Part-Time & Full-Time Overload Two-Thirds Laboratory/Hourly Faculty Salary Schedule. The District will verify the length of the lockdown with appropriate CMC officials.
- 5.19.7 All teaching assignments are strictly voluntary and faculty are not required to teach at CMC.

Miscellaneous Provisions

- 5.20 Subject to the Board of Governor's regulations and Chancellor's office guidelines, the use of electronic communication for consultation and/or contact with students shall be at the discretion of the individual staff member.
- 5.20 The workload of a regular faculty member may be reduced without a reduction in retirement credit or the District's contribution to the fringe benefit programs as set forth in sections 4.1 through 4.4 pursuant to the terms and conditions of Board Policy 3165: Pre-Retirement Reduction in Time Base.

**ARTICLE 6  
LEAVES OF ABSENCE**

General Provisions

- 6.1 A faculty member who is on a paid leave of absence, unless otherwise provided in this Article, shall be entitled to regular salary and fringe benefits contributions as set forth in ARTICLE 4, COMPENSATION, the same as if the faculty member were not on leave.
  - 6.1.1 A faculty member who is granted an unpaid leave of absence during any pay period shall not receive wages, but shall receive the fringe benefit contribution for the balance of the monthly pay period.
- 6.2 A regular faculty member who has less than a full-time assignment or a temporary faculty member shall be entitled to leaves of absence in the ratio of the faculty member's regular assignment for the semester to a full-time faculty member's assignment.
- 6.3 A faculty member who is absent from work other than for those periods and purposes set forth in this Article is absent without leave ("AWOL") in violation of this Agreement.