

Article IV: WORKLOAD

4.1 CALENDAR

- 4.1.1 Ten (10) month Academic Unit Members will be required to perform professional services for the District each academic year for one hundred seventy five (175) days. New full-time Unit Members shall be required to participate in an orientation day of four (4) hours on the day preceding the first contract day of the fall semester. The hours shall be determined by the District.
- 4.1.1.1 The annual College calendar for ten (10) month Unit Members shall be developed mutually between the Association and the Administration. If no mutual agreement on a College calendar occurs prior to the publication deadline for the College catalog, the Administration shall present a calendar to the Governing Board for adoption. The Association shall be given sixty (60) days notice prior to the publication deadline.
- 4.1.2 Academic Unit Members assigned to the Student Affairs division of the District and to the Library have an on-campus or reassigned activities requirement for the District each fiscal year between July 1 and June 30 of the following number of days: Ten (10) month assignment employees, same number of days as specified in 4.1.1; eleven (11) month employees, twenty-two (22) additional days beyond those specified in 4.1.1; twelve (12) month employees, forty-four (44) additional days beyond those specified in 4.1.1. The specific days on duty for each Unit Member shall be determined by mutual agreement between the Unit Member and his/her supervisor. Counselor contract duty days shall be scheduled Monday through Friday. If mutual agreement has not been reached, the non-duty days shall be assigned by the Dean, and the Dean shall not act in an arbitrary and capricious manner in making this assignment and shall provide the Unit Member with written reason for the assignment. For these employees, the District shall provide the opportunity for the Unit Member to have a minimum period of twenty (20) non-duty days annually exclusive of Saturday and Sunday.
- 4.1.3 With the exception of full-time non-instructional unit members, any intersession term offered by the District shall be excluded from the "academic year" as defined in Section 87601 of the Education Code, and service in connection with employment in an intersession term shall be excluded from computation of the service required as a prerequisite to attainment of, or eligibility for, classification as a regular employee of the District.

4.2 FLEXIBLE CALENDAR PROGRAM

- 4.2.1 Within the academic year, five calendar days will be dedicated to professional development activities in lieu of instruction during the fall and spring semesters in accordance with the requirements of the "Flexible Calendar Program." These days will otherwise be known as "Flex Days."
- 4.2.1.1 The five Flex Days will be calendared each year as follows:
- Fall Semester:
1. Three days to be scheduled at the beginning of fall semester, to include Opening Day. Opening Day is a mandatory reporting day on campus. Opening Day must be scheduled on the last flex day prior to the first day of class.
- Spring Semester:
2. Two days to be scheduled at the beginning of spring semester, to include Opening Day. Opening Day is a mandatory reporting day on

campus. Opening Day must be scheduled on the last flex day prior to the first day of class.

- 4.2.1.2 Flex hours may be completed on campus during the designated three optional Flex days (which will include professional development instructional improvement activities), or completed elsewhere (such as at a conference, workshop, or any other approved instructional improvement activity of the Unit member's choosing).
- 4.2.1.3 Full-time instructional faculty unit members will be required to complete a total of 28 hours of professional development activities each year: four (4) hours per opening day activities in each semester, plus twenty (20) hours of professional development activities between July 1 – June 30. Flexible calendar activities must take place outside the individual faculty member's accountable hours.
- 4.2.1.4 Part-time instructional Unit Members will have a "flex" obligation of four (4) hours for each semester that they have an assignment. The Unit Member must complete the obligation during the semester in which they are teaching. Part-time Unit members will be compensated for their Flex obligation at their respective academic year hourly lab rate (see Article 15.4).
- 4.2.1.5 **State and Federal Government Mandated Training**
State and/or Federal Government mandated training fall within the general responsibilities of both full-time and part-time faculty.
 - 4.2.1.5.1 **Full-Time Unit Members**
Mandated trainings will be available during Opening Day. Unit Members shall complete their mandated training during Opening Day per 4.2.1.3 as part of their 28-hour Flex obligation. If the Unit Member does not complete mandated training during Opening Day, the Unit Member will be required to complete the training during the semester without additional compensation. If the amount of mandated hours exceeds the hours available on Opening Day, the District and SCEA will meet to renegotiate.
 - 4.2.1.5.2 **Part-Time Unit Members**
Mandated trainings will be available during Opening Day. Unit Members shall complete their mandated training during Opening Day per 4.2.1.4 as part of their 4-hour obligation. If the Unit Member does not complete mandated training during Opening Day, the Unit Member will be required to complete the training during the semester without additional compensation. If the amount of mandated hours exceeds the hours available on Opening Day, the District and SCEA will meet to renegotiate.
 - 4.2.1.5.3 The College District shall give reasonable notice of such training and will offer mandated training at multiple times and in formats designated by the District to allow faculty a number of opportunities to meet these obligations.

4.3 WEEKLY HOURS OF SERVICE

4.3.1 **Classroom Instructors:** Classroom instructors are employed for a basic workweek of 38.28 hours (in a non-compressed calendar, the number of hours of work for the semester is 17.5 weeks x 35 hours per week = 612.5 hours. In a compressed calendar of 16 weeks, a basic workweek is 612.5 hours/16 weeks = 38.28 hours. See Appendix G.). Normally, Unit Members will be assigned a five-day workweek, during which they shall be present on campus or at alternate assigned work locations and engaged in assigned duties. The Dean may assign a compact schedule. That is, a workweek of fewer than five (5) days, providing the compact schedule best meets the needs of the students' educational programs. Retaining the right of assignment, the Dean or Dean's designee is under no obligation to assign a Unit Member a compact schedule. Nothing in this section shall preclude the authority of the Dean under section 4.3, Teaching Load, of this Agreement. Any permanent change in a Unit Member's scheduled hours, other than office hours, shall have prior approval of the Dean.

Unit Members assigned a contractual split-shift schedule in time or location as defined in sections 4.2.1.1 and 4.2.1.2 below shall be assigned a compact workweek unless there is mutual agreement between the Unit Member and the Dean.

4.3.1.1 A split-shift schedule in time is defined as having assignments in non-contiguous morning (6:00 a.m.-12:00 p.m.), afternoon (12:00 p.m.-4:30 p.m.), and evening (4:30 p.m.-10:00 p.m.) periods. For example, an instructor with 8:00 a.m., 9:00 a.m., 11:00 a.m. and 6:00 p.m. assignments on the same days would qualify as having a split-shift schedule.

4.3.1.2 A split-shift schedule in location or place is defined as having classes in two different locations during the same instructional day (morning and/or afternoon and/or night). For example, an instructor teaching at the Chula Vista Campus at 8:00 a.m. and 9:00 a.m. and in the afternoon at 2:00 p.m. at the Higher Education Center-San Ysidro both on the same days would qualify as having a split-shift assignment.

4.3.2 Unit Members agree to be on campus to attend a maximum of ten (10) School-wide, discipline, or general faculty meetings during each academic year. Unit members who are unable to attend these meetings in person, may attend virtually. Notification should be given to the cognizant Dean at least 24 hours in advance, if possible, of the meeting time to ensure the necessary technology is in place. As a professional responsibility, faculty shall attend School and/or department meetings called by the Dean or designee. The meetings shall be scheduled on a semester basis by the Dean or designee after consultation with the Unit Members of the School. The schedule of meetings shall be developed by the Opening Day of the beginning of each semester for planning purposes and may be modified anytime during the semester to accommodate schedule adjustments. These meetings shall not be scheduled at 11:00 a.m. on the second and fourth Thursday of each month.

4.3.3 **Counselors:** Counselors are employed for a basic workweek of thirty-five (35) hours to perform twenty-nine (29) hours per week of professional counseling duties and six (6) preparation hours each week exclusive of class and class preparation time free from counseling appointments.

4.3.3.1 Each Counselor assigned duties in classroom instruction shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.

- 4.3.3.2 Counselors assigned to evening contract hours shall have no regularly scheduled student counseling appointments scheduled after 6:30 p.m., except during registration periods, when the latest scheduled appointments shall be 8:00 p.m.
- 4.3.3.3 A Counselor assigned to contract counseling hours after 4:30 p.m. shall, upon the Unit Member's request, be granted a reduced contract in lieu of the evening assignment.
- 4.3.4 **Librarians:** Librarians are employed for a basic workweek of thirty-five (35) hours to perform professional librarian duties.
- 4.3.4.1 Each Librarian assigned to teach a class as part of the Librarian's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.3.5 **College Nurse:** The College Nurse is employed for a basic workweek of thirty-five (35) hours to perform professional nursing duties.
- 4.3.5.1 Each College Nurse assigned to teach a class as part of the College Nurse's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.3.6 **Speech/Language Therapist:** A Speech/Language Therapist is employed for a basic workweek of thirty-five (35) hours to perform assigned professional duties. Each Speech/Language Therapist shall have six (6) preparation hours each week exclusive of class and class preparation time during which he/she shall not be responsible for student contacts or appointments.
- 4.3.6.1 Each Speech/Language Therapist assigned to teach a class as part of the Speech/Language Therapist's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.3.7 **Learning Disability Specialist:** - A Learning Disability Specialist is employed for a basic workweek of thirty-five (35) hours to perform assigned professional duties. Each Learning Disability Specialist shall have six (6) preparation hours each week exclusive of class and class preparation time during which he/she shall not be responsible for student appointments.
- 4.3.7.1 Each Learning Disability Specialist assigned to teach a class as part of the Learning Disability Specialist's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.3.8 **Adapted Computer Technology Specialist:** An Adapted Computer Technology Specialist is employed for a basic workweek of thirty-five (35) hours to perform assigned professional duties. Each Adapted Computer Technology Specialist shall have six (6) preparation hours each week exclusive of class and class preparation time during which he/she shall not be responsible for student contacts or appointments.
- 4.3.8.1 Each Adapted Computer Technology Specialist assigned to teach a class as part of the Adapted Computer Technology Specialist's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.3.9 **Staff Development Coordinator:** A Staff Development Coordinator is employed for a basic workweek of thirty-five (35) hours to perform assigned professional duties. Duties and compensation are those described in the job description.
- 4.3.10 **Tenure Review Coordinator:** A Tenure Review Coordinator is a tenured faculty member assigned to perform professional tenure review duties and serve as a liaison between the Association and the District. The Tenure Review Coordinator will be selected once every three (3) years through a competitive in-house application

process. The duties and compensation are those described in the job description and reassigned time for this position is listed in Appendix C of this contract.

4.3.11 **Paralegal Program Coordinator:** A Paralegal Program Coordinator will be selected once every three (3) years through a competitive in-house application process. The duties and compensation are those described in the job description and reassigned time for this position is listed in Appendix C of this contract.

4.3.12 **Department Chairs** - Department Chairs as faculty report directly to their respective Dean on all departmental and School matters. Reassigned time for Department Chairs shall be determined as a percentage of load as indicated in Appendix C and shall be consistent with section 4.5 of this Contract, Effect of Reassigned Time Upon Teaching Load and Office Hours. Reassigned time shall be applied for the duration of a faculty member's contract, regardless of whether the length of contract is 10, 11, or 12 months.

4.3.12.1 **Duties:** Under the administrative leadership of a Dean, the Department Chair provides leadership to foster the professional growth of the faculty, works to ensure the academic integrity of the programs, facilitates student success through innovation in the curriculum, and represents the interests of the Department. The Department Chair acts as the principal representative of the Department within the School. The Department Chair works with the Dean, works collegially with other departments and collaborates in participatory governance.

In the execution of the office of Department Chair, the Chair shall be expected to perform the following duties and functions:

1. Provide leadership in the evaluation of offered courses; work collaboratively with the Dean and other departments to design class schedules to meet the learning needs of students; provide consultation to the Dean and off-site administrators in scheduling courses at off-campus sites.
2. Conduct interviews of prospective adjunct faculty in collaboration with the Dean; make hiring recommendations to the Dean; develop and maintain a pool of qualified adjunct faculty sufficient to meet the needs of the Department; make recommendations to the College Equivalency Committee.
3. More information, including eligibility, election, and term of office, may be found in the Academic Senate document, Southwestern College Department Chairs.

4.3.13 **Academic Senate President**

Beginning July 1, 2020, if the Academic Senate President (or designee) is a 10-month employee, they will be available no fewer than twenty-one (21) additional working days beyond their 10-month contract during the summer for which they will receive a stipend equivalent to one (1) month of their current monthly contract salary. This will be paid in the first paycheck in the fall following the completion of summer duties.

The additional working days shall be arranged by mutual agreement with the Superintendent/President for the summer no later than the 8th week of the spring semester.

The work performed by the Academic Senate President (or designee) during these 21 days will be the work customarily performed by the Academic Senate President according to the Academic Senate by-laws. In the event that the Academic Senate President must appoint a designee for summer duties, the name of the designee shall be provided to the District no later than the 8th week of the spring semester prior to the summer in which the individual shall receive the stipend whenever possible.

4.4 **TEACHING LOAD**

4.4.1 A full-time teaching load consists of approximately fifteen (15) lecture hour equivalents each semester. Each lecture hour taught is equated to one (1) lecture hour equivalent, LHE and each laboratory or activity hour is equated to approximately .83 of a lecture hour equivalent.

4.4.1.1 Clinical Lab Salary Additive: It is recognized by The District and The Association that clinical lab settings are unique in their outside accreditation requirements, design and implementation. The training necessary to care for patients' safety coupled with the rigor and time duration in an uncontrolled environment makes clinical lab settings unique. This uniqueness and the critical connection with safeguarding the well-being of individuals is done in a real-time clinical setting. Part-time, temporary contract, tenure-track and tenured faculty teaching the courses listed in the table below in Nursing, Dental Hygiene, or Paramedic clinical labs shall be compensated with a market lab additive.

Part-time clinical lab faculty shall receive a market lab additive of \$375 per unit, per semester.

Temporary contract faculty shall receive a market lab additive of \$1,000/month for each month of a 100% load. A Unit Member assigned to a temporary contract for less than 100% shall have their lab additive prorated in accordance with the assigned percent of load.

Tenure-track and tenured clinical lab faculty shall receive a market lab additive of \$1,000/month for each month of their ten-month contract (not to exceed \$10,000 per year).

LAB ADDITIVE COURSES		
Nursing	Paramedics EMT	Dental Hygiene
CNA 20L	EMTP 202	DH108
CNA 21L	EMTP 203	DH109
ADN 112L	EMTP 225	DH112
ADN 113L	EMTP 230	DH116
ADN 115L	EMTP 231	DH118
ADN 116L		DH121
ADN 221L		DH122
ADN 223L		DH202
ADN 225		
ADN 290		
ADN 291		
ADN 292		
ADN 293		
ORN 211L		
ST10B		
ST10C		
ST120		
ST140		
ST160		
VN103L		
VN201L		

VN250L		
VN251L		

The Lab Additive Courses list is subject to change based on future curriculum changes or updated information of class offerings. Changes to the approved list of courses shall be submitted to the Vice President of Academic Affairs by March 15th of each academic year and approved by the Vice President of Academic Affairs, the Vice President of Human Resources and the SCEA President to become effective the following fiscal year. Approval will not be unreasonably withheld.

- 4.4.2 In the event that a Unit Member's load assignment for one (1) semester contains fewer than, or more than, the hours required for a full load, the underage or overage will be carried over to the next semester. The Unit Member's load may be adjusted in the next semester by increasing or decreasing the number of instructional hours. If the underage is or exceeds two (2) LHE, that underage must be cleared from their banked load or their next accepted overload at the discretion of the Unit member. If the variance exceeds two (2) LHE or more, the adjustment shall be made in the next semester, unless there is mutual agreement between the Unit Member and the Dean to postpone the adjustment.
- 4.4.3 A Unit Member teaching on contract may be required to teach an evening class in order to complete his/her contract teaching load. Unit Members within a discipline may develop a rotating schedule for evening assignments subject to Dean approval. Prior to the Dean assigning an evening contract class to a Unit Member, the Unit Member will be provided the following options:
- 4.4.3.1 Select an evening contract assignment within the School for which the Dean and the Unit Member agree that the Unit Member is qualified to teach.
- 4.4.3.2 Replace a day part-time Unit Member in a scheduled class within the School that the Unit Member and the Dean agree that the Unit Member is qualified to teach. The Dean will not be required to adjust class meeting times in order to create this option.
- 4.4.3.3 Request a reduction in service leave for the semester in lieu of a night contract class assignment.
- 4.4.4 If the Unit Member is assigned to teach a contract evening course, then he/she shall not be assigned a contract class prior to 9:00 a.m. the following day without the Unit Member's consent. If a Unit Member is assigned to teach an evening contract class, the Dean will make an effort to avoid assigning that Unit Member a day class on the same day. The parties recognize that this provision doesn't require the Dean to change another Unit Member's schedule without his/her consent.
- 4.4.5 If the Unit Member refuses to accept any of the three (3) available options, the Dean shall assign the Unit Member to a class for which the Unit Member is qualified to teach.
- 4.4.6 The Dean, with the approval of the cognizant Vice President, may offer a Unit Member reassigned time for a special project to fulfill a contract agreement.
- 4.4.7 Normally, a teaching load consists of no more than three (3) separate preparations. Face-to-face and on-line sections of the same course are considered separate preparations. In some cases, Unit Member preference or necessity requires the assignment of more than three (3) preparations. Such exceptions are to be determined by the Dean after consultation with the Unit Member involved. The necessity to exceed three (3) separate preparations in one (1) semester shall be related to the curricular offerings within the School, the time constraints of the schedule, and/or the availability of a contract Unit Member to teach the courses offered within the School.

- 4.4.8 A Unit Member shall not be required to accept Independent Study students.
- 4.4.9 A Unit Member may not be assigned to more than three (3) consecutive hours of lecture, except when a single class meeting exceeds three (3) hours, or two (2) laboratory or activity classes in one (1) day unless by prior agreement between the Unit Member and the Dean.
- 4.4.10 The Dean shall consult with the Unit Member in the development of his/ her preliminary teaching schedule. If the teaching assignment is not consistent with the previous teaching schedules over the prior six consecutive semesters, the Dean will notify the Unit Member of the change in their assignment schedule as far in advance as possible. The Dean will make a reasonable effort to accommodate the Unit Member's needs as long as those needs do not conflict with the Mission of the College and student needs.
- 4.4.11 Full-time Unit Members may accept up to six (6) hours per week of overload teaching or additional work assignment for extra pay. If a Unit member has an underage from prior semesters, the accepted overload will be offset by the amount of the underage. Exceptions to this limit shall be granted with the written approval of the cognizant Dean and the cognizant Vice President. The S.C.E.A. President shall be notified of these exceptions in writing within one (1) week of their approval.
- 4.4.12 A part-time instructor employed on the part-time salary schedule may not be assigned to teach more than sixty-seven (67%) of the load required of a full-time Unit Member.
- 4.4.13 A Unit Member shall be required to accept Credit by Challenge Exam students not to exceed ten (10) per semester during the academic year. The Dean or designee will distribute the challenge exams equitably among the discipline faculty over the course of the academic year.
- 4.4.14 Beginning in the Fall of 2022, and each semester thereafter, the Dean or Designee will provide a Unit member with an Assignment Confirmation Document Card (ACDC) that will require the full-time unit member to confirm within two weeks of receiving from the Unit member's respective Division Office. The ACDC will indicate the following:
1. The total LHE the unit member is assigned, listing course assignments;
 2. Reassigned time LHE which will be calculated in-load, if any;
 3. Any amount of load under 15 LHE;
 4. Any overload or banked load;
- 4.4.15 If any Unit member leaves an assignment at any point in an ongoing semester for any reason, the District is permitted to access the syllabus, course calendar, and grade book for the course.

4.5 **Part-Time Faculty Assignments**

A part-time instructor employed on the part-time salary schedule may not be assigned to teach more than sixty-seven percent (67%) of the load required of a full-time Unit Member.

4.6 **Temporary Contract**

In the event a part-time Unit Member is employed for more than 67% of the load required of a full-time Unit Member in any semester, said Unit Member will cease being a part-time Unit Member and will be hired on a temporary contract to assume the full duties and responsibilities and receive the pay and benefits of a full-time Unit Member. A Unit Member assigned to a temporary contract for less than a 100% assignment, will have their pay and benefits prorated in accordance with the assigned load. A temporary contract does not apply to service as a substitute on a day to day basis.

This may occur no more than two semesters in any three consecutive academic years (or four semesters for Nursing faculty) pursuant to Education Code 87482.

Part-time Unit Members who are hired as temporary Unit Members will be provided an automatic Break in service letter covering the time spent in a temporary contract in order to preserve vesting status.

4.7 **OFFICE HOURS**

- 4.7.1 An office hour is defined as a fifty (50) minute period of time when a Unit Member is available for student consultation and present in his/her assigned office or in a posted instructional area, i.e., classroom or laboratory related to his/her teaching assignment.
- 4.7.2 Each full-time Unit Member must maintain at least four (4) office hours each week that classes are in session. Each full-time Unit Member must also maintain one (1) undesignated hour each week that classes are in session. The undesignated hour may be used to meet with students, prepare for classes, or for any other academic activity to be left to the Unit Member's discretion. The Unit Member is not required to post this hour nor notify the Dean of the exact time it will be conducted.
- 4.7.3 An instructor teaching under temporary contract or a reduced load will maintain the number of office hours as the percentage of teaching load is to a full-time teaching load.
- 4.7.4 The office hours are to be scheduled to ensure maximum availability for consultation with students. Office hours shall be scheduled in no less than twenty-five (25) minute increments and between the hours of 7:00 a.m. and 6:30 p.m. The Unit Member's office hours will be posted by the Unit Member on the door or window of his/her office in a visible position.
- 4.7.5 Unit Member's office hours may be modified temporarily or permanently during the semester after prior notice has been given to the Unit Member's Dean.
- 4.7.6 In order to serve students with different needs, a Unit Member may hold office hours virtually from a remote location or while being physically on campus.

4.8 **EFFECT OF REASSIGNED TIME UPON TEACHING LOAD AND OFFICE HOURS**

- 4.8.1 A Unit Member who has been granted reassigned time and teaches a class as a portion of that reassigned time shall not receive LHE teaching load credit for any such class.
- 4.8.2 A Unit Member who has been granted reassigned time for a special project not covered by this contract will schedule two (2) hours on campus, or, at an alternate approved work location, for each lecture hour equivalent of reassigned time granted, unless the reassigned time is offset by a class that does not count on the Unit Member's load. Contract office hours for Unit Members granted reassigned time shall be prorated as in 4.7.3.
- 4.8.3 **District Paid Non-Contractual Reassigned Time**
 - 4.8.3.1 District paid non-contractual reassigned times funded by general or categorical funds are based on availability and duration of funding and are not permanent.
 - 4.8.3.2 The availability of reassigned opportunities will be circulated college-wide, allowing all those who are interested to apply. The dissemination and application process will include:
 1. A Non-Contractual Reassign Time/Stipend Request Form including the job description with duration and amount of reassigned time, goals,

timeline for completion of work, and method of assessment will be sent out campus wide (see Appendix C, Form A).

2. If the reassigned time requires specific skills or subject matter expertise, these will be listed in the Non-Contractual Reassign Time/Stipend Request Form.
3. A timeline will be provided for submittal of the application.
4. An interview will occur with each applicant and the cognizant Vice President and the Academic Senate and SCEA Presidents, or designees.

4.8.3.3 The decision of who receives the assignment will be made by the cognizant vice president or designee, in consultation with the Academic Senate and SCEA Presidents, or designees.

4.8.3.4 This article does not apply to reassigned time that is funded by entities outside of the District (such as from a grant).

4.8.4 District Paid Non-Contractual Stipends/Extra Pay Assignments. District paid non-contractual stipends/extra pay assignments funded by general or categorical funds are based on availability and duration of funding and are not permanent.

4.8.4.1 District paid non-contractual stipends/extra pay assignments will be paid at the Unit member's academic year hourly lab rate and are dependent on the availability of funds and scope of work. When stipends are available, these opportunities will be circulated college-wide (as delineated in Article 4.8.3.2), allowing all those who are interested to apply.

4.8.4.2 The decision of who receives the stipends will be made by the cognizant Vice President or designee, in consultation with the Academic Senate and SCEA Presidents, or designee.

4.8.4.3 This article does not apply to Stipends/extra pay assignments that is funded by entities outside of the District (such as from a grant).

4.8.5 Workload Expectations for Reassigned/Release Time

Instructional Faculty

Instructional faculty are expected to work 38.28 hours in a semester under a compressed calendar (see Appendix G). Therefore, the percent of reassigned/release time translates into the corresponding hours per week as indicated in the following chart. This is because each teaching assignment has a number of preparation and office hours that also become part of the reassigned/release time. In addition to a teaching load, faculty with reassigned/ release time should expect to contribute the following hours on a weekly basis to the activity for which they have been approved for reassigned/release time.

% Reassigned/Release Time	LHE	Weekly work hours per/% Reassigned/Release time
10%	1.5	3.83 hours/week
20%	3	7.66 hours/week
30%	4.5	11.49 hours/week

40%	6	15.32 hours/week
50%	7.5	19.15 hours/week
60%	9	22.98 hours/week
70%	10.5	26.81 hours/week
80%	12	30.64 hours/week
90%	13.5	34.47 hours/week
100%	15	38.28 hours /week

Faculty with more than 100% reassigned/release time need to add additional hours beyond 100% (38.28 hours/week) to calculate their expected working hours per week

Example 1: Faculty has 20% reassigned time:

- This faculty member is working a total of 38.28 hours/week
- Of the total hours worked each week, 7.66 hours are to be spent on the reassigned/release time activity. The remaining hours are for teaching and other related duties to instruction.

Example 2: Faculty has 140% reassigned/release time.

- This faculty member is working 38.28 hours per week on the first 100% portion of their reassigned time
- Plus, another 15.32 hours for the additional 40% reassigned/release time, for a total of 53.6 hours per week.

Non-Instructional Faculty

Non-instructional faculty are expected to work 35 hours a week while on contract (see Appendix G). Therefore, the percent of reassigned/release time translates into the corresponding hours per week as indicated in the following chart. Reassigned/release time will be in lieu of a non-instructional faculty's regular duties.

% Release/Reassigned time	LHE	Weekly work hours per% Release/Reassigned time
10%	1.5	3.5hours/week
20%	3	7 hours/week
30%	4.5	10.5 hours/week
40%	6	14 hours/week
50%	7.5	17.5 hours/week
60%	9	21 hours/week
70%	10.5	24.5 hours/week
80%	12	29 hours/week
90%	13.5	31.5 hours/week
100%	15	35 hours /week

4.9 BANKING OF OVERLOAD HOURS

- 4.9.1 Unit Members who are given an overload assignment may elect to bank a portion or all of the overload hours worked in any one (1) semester.
- 4.9.2 For purposes of this section only, the words “bank” and “banked” shall mean that Unit Members who have an overload assignment may perform those duties without receiving remuneration for a portion or all of the assignment and may receive during a subsequent semester equivalent release time from their full-time workload.
- 4.9.2.1 Effective January 1, 2023, banked hours may only be “cashed out” under one of the following circumstances:
1. During the same taxable year in which hours are banked, those hours may be cashed-out without limitation on LHE equivalents;
 2. At any time, so long as the cash-out does not exceed the equivalent of 2 LHE;
 3. When the District denies a Unit Member's request to use banked hours as reassigned or release time, the Unit Member may cash-out the same amount of banked hours that were requested to be used;
 4. Retirement;
 5. Separation from the District;
 6. Death;
 7. Medical disability as defined in Internal Revenue Code, Section 72 (m) (7); and
 8. Compelling financial reasons or a critical emergency. The request to cash-out must be in writing and submitted to the Vice President of Human Resources. Requests will not be unreasonably withheld.
- 4.9.3 Banking of overload hours shall take place under the following conditions:
- 4.9.3.1 A Unit Member may not accumulate an aggregate of more than one-hundred percent (100%) of a full semester workload.
- 4.9.3.2 A Unit Member shall indicate at the time of request for an overload whether or not this overload shall be for pay or for purposes of banking.
- 4.9.3.3 A Unit Member may utilize banked overload hours during any one (1) semester for the purpose of release time so long as the release time does not exceed the equivalent of one hundred percent (100%) of that Unit Member's full-time semester workload.
- 4.9.3.4 Before banked overload hours may be utilized as release time, Unit Members must comply with the following:
- 4.9.3.4.1 Written notice must be submitted to the Unit Member's immediate supervisor no later than ninety (90) calendar days before the beginning of the semester in which the release time is to be utilized. The supervisor may waive this 90-day notice.

4.9.3.4.2 The supervisor shall approve or disapprove the use of banked hours within thirty (30) days of receiving notice from the Unit Member. The use of banked hours may be disapproved if it will cause undue hardship to the department at the time. If not approved, the Unit Member may use his/her banked hours the following semester.

4.9.3.4.3 A decision by the immediate supervisor to disapprove the use of banked hours may be appealed to a committee composed of two (2) members appointed by the District and two (2) members appointed by the Association. The committee shall be empowered to hear the appeal and, by a majority vote of all members, overrule the decision of the immediate supervisor. The decision of the committee shall be final and binding upon all parties.

4.9.3.5 Unit Members who have accumulated banked overload hours and who qualify to “cash-out” as stipulated in Article 4.9.2.1, shall have the option to be paid for the accumulated hours at the overload rate currently in effect. As stipulated by CalSTRS, hours which have been banked and subsequently requested for payout are not STRS creditable and no STRS contributions will be withheld upon withdrawal.

4.9.3.6 For the purposes of salary computation, fringe benefit allowances, and retirement and sabbatical eligibility, an instructor who is utilizing release time in lieu of accumulated banked overload hours in accordance with these provisions shall be considered to be working a full load during the semester the release time is granted.

4.9.3.7 Banked hours include benefits proportionate to the percentage of load banked.

4.9.3.8 For the faculty positions listed in 4.2.1 – 4.2.8 (35-hour week), banked time will be calculated according to a formula that equates the thirty (30) LHE per year load for teaching faculty with a 35-hour week for an academic year for non-instructional faculty.

Hours per day = hours per week less preparation time per week divided by five (5).

Days per year = days listed in 4.1, Calendar, less required Staff Development (2 days for Opening Days for the fall and spring semesters. If teaching faculty are required to do twenty (20) hours per year and a Staff Development Day has four (4) hours of required attendance, then deduct an additional five (5) days for the Staff Development requirement).

Hours per year = Hours per day times the days per year. To calculate how many hours are required to bank a percentage of the contract year, multiply the percent times the required hours per year.

For example, if an 11-month counselor wants to bank twenty (20%), two hundred twenty point four (220.4) hours beyond the normal duty day are required.

$$\frac{5.8 \text{ * hours}}{\text{Day}} \quad \times \quad \frac{190 \text{ days}}{\text{year}} \quad = \quad \frac{1102 \text{ hours}}{\text{year}}$$

1102 hours a year x .20 = 220.4 hours

*5.8 hours is used to account for 1.2 prep hours out of a 7-hour work day (5 days/week = 35 hours/week)

For example, two hundred twenty four (220.4) hours banked would provide a 20% reduction in load for an entire academic year. One hundred ten point two (110.2) hours banked would provide a 20% reduction in load for one semester.

If the counselor teaches one (1) 3-unit course, this is one-tenth or ten percent (10%) of the thirty (30) LHE requirement and 10% (or 114 hours) would be required to have twenty percent (20%) banked time for an academic year.