

## ARTICLE EIGHT - FACULTY ASSIGNMENT

- A. The College President and/or designee shall determine the assignment for each faculty member to meet students' needs. The right of assignment shall not supersede any other protection guaranteed under this agreement.
- B. The annual lecture hour equivalent (LHE) load for faculty shall be thirty (30). A semester LHE shall be fifteen (15).

To determine load add the decimal equivalent for each load type. A full semester load equals one.

15 Base	18 Base	20 Base
.5/15 = .033	.5/18 = .028	.5/20 = .025
1.0/15 = .067	1.0/18 = .056	1.0/20 = .050
1.5/15 = .100	1.5/18 = .083	1.5/20 = .075
2.0/15 = .133	2.0/18 = .111	2.0/20 = .100
2.5/15 = .167	2.5/18 = .139	2.5/20 = .125
3.0/15 = .200	3.0/18 = .167	3.0/20 = .150
3.5/15 = .233	4.0/18 = .222	4.0/20 = .200
4.0/15 = .267	5.0/18 = .278	5.0/20 = .250
4.5/15 = .300	6.0/18 = .333	6.0/20 = .300
5.0/15 = .333	7.0/18 = .389	7.0/20 = .350
6.0/15 = .400	8.0/18 = .444	8.0/20 = .400
7.0/15 = .467	9.0/18 = .500	9.0/20 = .450
8.0/15 = .533	10.0/18 = .556	10.0/20 = .500
9.0/15 = .600		
10.0/15 = .667		
11.0/15 = .733		
12.0/15 = .800		
13.0/15 = .867		
14.0/15 = .933		
15.0/15 = 1.000		

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<b>25 Base</b>	<b>30 Base</b>	<b>40 Base</b>
$.5/25 = .020$ $1.0/25 = .040$ $1.5/25 = .060$ $2.0/25 = .080$ $2.5/25 = .100$ $3.0/25 = .120$ $3.5/25 = .140$ $4.0/25 = .160$ $4.5/25 = .180$ $5.0/25 = .200$ $6.0/25 = .240$ $7.0/25 = .280$ $8.0/25 = .320$ $9.0/25 = .360$ $10.0/25 = .400$	$1.0/30 = .033$ $2.0/30 = .067$ $3.0/30 = .100$ $4.0/30 = .133$ $5.0/30 = .167$ $6.0/30 = .200$ $7.0/30 = .233$ $8.0/30 = .267$ $9.0/30 = .300$ $10.0/30 = .333$	$.5/40 = .013$ $1.0/40 = .025$ $1.5/40 = .038$ $2.0/40 = .050$ $2.5/40 = .063$ $3.0/40 = .075$ $4.0/40 = .100$ $5.0/40 = .125$ $6.0/40 = .150$ $7.0/40 = .175$ $8.0/40 = .200$ $9.0/40 = .225$ $10.0/40 = .250$

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The types of assignment and weekly faculty contact hours follow:

Types of Assignment	Semester Weekly Faculty Contact Hours
A. Lecture, Lecture/Discussion, Laboratory	15
B. LVN/RN/Psychiatric Technician Clinic	18
C. Physical Education Activity	20
D. Non-Credit (No FTES)	25
E. Open Lab/Lab Supervision/Radiologic Technologist Clinic	30
F. Student Learning Support (e.g., Learning Disabilities Specialist, Counselors, Librarians, and Assistive Technology Specialists)	30
G. Faculty Support/Administrative Duties (e.g., Chairs, Directors, Institutional Researchers, and Instructional Technology Specialists)	40

C. Faculty assignment adjustments shall be made with mutual agreement between the educational administrator and the faculty member.

1. A faculty member shall not be required to teach overload.
2. For the purposes of calculating load, a full-time faculty SEMESTER load equals 1.0. However, loads falling between .97 and 1.03 (inclusive) will not need adjustment in that semester or any subsequent semester. For the purposes of calculating load, a full-time faculty ANNUAL load equals 2.0. However, loads falling between 1.94 and 2.05 (inclusive) for an academic year will not need adjustment.
  - a. A semester load in excess of 1.03 may be adjusted by a load reduction in any of the subsequent two (2) semesters or by compensation at the overload rate at the discretion of the faculty member. If compensation is the chosen option, then overload pay will be calculated for any load above 1.0.

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### **D. Load Adjustments:**

#### **1. Large Class Size and Combined Lectures**

- a. Sections scheduled to accommodate large size classes shall be loaded as follows:
    - Minimum of sixty-five (65) (85 Instructional televised courses) students = 1.5 times normal load credit
    - Minimum of eighty-five (85) (110 Instructional televised courses) students = 2.0 times normal load credit
  - b. No more than double credit will be allowed, unless approved by the College President.
  - c. Only one oversized class will be allowed, unless approved by the College President.
  - d. Changes made in class size after scheduling is complete must be approved by the College President or designee.
  - e. When the lecture portion of two or more classes requiring both lecture and lab are combined into one lecture session, one-half (1/2) hour of additional lecture load will be given.
    - Either the large class size policy or the lecture combination policy will apply, whichever yields the greatest load credit.
  - f. For the purpose of load adjustment, the class size, as referenced in **Article 8.D.1**, shall be computed at the twenty percent (20%) date of the class, or in the case of a positive attendance class at the midpoint.
  - g. By mutual agreement between the educational administrator and faculty member, a reader or instructional assistant may be provided in-lieu of additional load credit.
2. One additional hour of load credit will be granted for the courses referenced below, provided readers are not used:
- English composition course(s) which singularly or together meet the CSU and/or UC lower division composition requirement, (i.e., English 101A and 101B at Porterville College, English C101 at Cerro Coso College and Bakersfield College.) **OR**
  - The preparatory course one level below the CSU and/or UC transfer level composition course.

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3. Designated coordinators of self-paced classes in an open-entry/open-exit environment shall receive an assignment of twenty percent (20%) of load for coordination duties. These duties may be performed at a time and location that are mutually agreed upon between the faculty member and the academic administrator.
- E. Work Experience coordination shall be loaded in accordance with the District Work Experience Plan.
- F. Maximum and minimum class sizes will be determined by the College President or designee after consultation with faculty chairs.
- Class size decisions at each campus shall be made in a fair and consistent manner based on pedagogical and enrollment management considerations.
- G. The College President and/or designee may schedule faculty weekday and/or evening assignments as part of a semester load.
1. By written mutual agreement between the College President and/or designee and the faculty member, weekend assignments may be made. An assignment of twenty percent (20%) of load on Saturday shall be considered one work day.
  2. No more than two (2) evenings or one evening and one weekend will be assigned unless requested by the faculty member or as necessary to complete a faculty member's load after exploring alternatives with the faculty member.
  3. The time span for part-of-load from the beginning of instruction to the end of instruction shall be limited to eight (8) hours per day. If the College President determines it to be necessary to exceed the eight-hour (8-hour) time span, the College President shall meet with the faculty member to explain the reasons for the assignment and to explore alternatives.
  4. No faculty member will perform duties at more than one college site on the same day without mutual agreement between the faculty and the administration, except when necessary to make a full load.
- H. Workload determination shall be made by the College President and/or designee during the first two weeks of each semester.

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- I. Semester workloads shall not exceed 0.6 above a full load.

Exceptions on a semester-by-semester basis to the above maximum overload amount may be made by written mutual agreement between the faculty member and the College President or designee.

- J. Courses remaining without instructors after full-time loads have been assigned shall be first made available to qualified full-time faculty members within the discipline on an overload basis. When full-time faculty schedules have been completed, the remaining unassigned classes shall be made available to part-time faculty. After the class schedule is made available to students, classes may be reassigned to full-time faculty ONLY in cases where the class is needed to complete a full-time load. No classes will be reassigned from part-time to full-time faculty after the second week of a semester-length class, or the 13% date of a less-than-semester-length class.

- K. The number of academic preparations should not exceed three per semester except in the following situations:

- Upon instructor request
- To provide for a full teaching load after other alternatives have been exhausted

- L. In the event of overloads or underloads, work assignment adjustments shall be made during the current or subsequent academic year unless the employee has elected to bank load according to **Article 13.A.** of this agreement. With mutual agreement between the College President and/or designee and the faculty member, assignment adjustments may be made in intersession. Load adjustments not completed within a two-year (2-year) period and not being banked shall be completed in the subsequent intersession. A faculty member shall not be required to take an overload assignment unless the supervising educational administrator determines that such assignment is necessary to remedy a prior underload assignment.

- M. A tenured employee when assigned from a faculty position to an administrative position, or assigned any special or other type of work, or given special classification or designation, shall retain his/her status as a tenured faculty member.

- N. **Days and Hours of Work Follow:**

1. The basic faculty assignment in the Kern Community College District is a forty-hour (40-hour) workweek based on a 17.5-week semester length and a one-hundred-seventy-five-day (175-day) academic year. In the case of alternative calendars, the workweek hours shall be adjusted based on the forty (40 hours/week) times 17.5 (weeks/semester) times two (2 semesters/year) standard, for a total of one thousand four hundred (1,400) hours per academic year. One hundred seventy-five (175) days shall be defined as that period between the first instructional day of the fall semester and the last instructional day of the fall semester **plus** the period between the first instructional day of the spring semester and the last instructional day of the spring semester.

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Proposed full-time faculty assignments that vary from the definition of one hundred seventy-five (175) days as indicated above, must still equal one thousand four hundred (1,400) hours and must be mutually agreed to by the faculty member, the Association, and the College President or designee.

### 2. **Faculty with no reassigned time (including student learning support faculty)**

Seventy-five percent (75%) of the faculty member's workweek hours shall be spent in a combination of student contact and preparation. The remaining twenty-five percent (25%) of workweek hours shall be spent in professional activities, [e.g., office hours, professional development, and meetings (departmental, campus, etc.)]. The number of office hours scheduled for the convenience of students shall be proportional to instructional load. A maximum of five (5) office hours per week shall be scheduled and posted. These hours may be held in the faculty member's office, online, and/or at appropriate District locations. These hours shall reflect the range of delivery modes of the faculty assignment.

### 3. **Faculty with partial reassigned time**

Seventy-five percent (75%) of the faculty member's non-reassigned workweek hours shall be spent in a combination of student contact and preparation. The remaining twenty-five (25%) of the non-reassigned workweek hours shall be spent in professional activities, [e.g. office hours, professional development, and meetings (departmental, campus, etc.)]. Weekly office hours shall be calculated at teaching part of load times five (5) (rounded to the nearest quarter-hour) and shall be posted and scheduled for the convenience of students. These hours may be held in the faculty member's office, online, and/or at appropriate District locations. These hours shall reflect the range of delivery modes of the faculty assignment. The faculty member's reassigned time shall be spent in administrative/professional development/governance duties.

### 4. **Faculty with full reassigned time**

One hundred percent (100%) of the faculty member's workweek hours shall be spent in administrative/professional development/governance duties.

5. It is the intent of this section that instructors be available to participate in Department meetings and other committee work as their assignments permit.

6. The scheduling of extra days of service above the basic faculty assignment must be mutually agreed upon by the faculty member and the College President or designee.

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7. Pre-approved compensatory time on an hour-for-hour basis shall be provided for assigned hours in excess of the approved campus workweek for non-teaching assignments. The compensatory hours should be taken within forty-five (45) calendar days, or as soon as possible.
  
- O. **Optional Reduced Workload Program:** A bargaining unit member may have a reduction in workload from full-time to part-time contractual duties prior to retirement and receive the same service credit toward retirement as would have been received had the employee continued on a full-time basis. See **Article Eight, Appendix A** for the Optional Reduced Workload Agreement form.
  1. The employee must have reached the age of fifty-five (55) years by the start of the semester in which work reduction begins.
  2. The employee must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were in the Kern Community College District. (See Education Code Section 87483)
  3. The option of reduced workload shall be initiated by a written request from the employee to the President of the College. Such request requires the approval of the College President, the Chancellor, and the Board of Trustees.
  4. The employee is limited to a period of not more than ten (10) years in such part-time status. During this reduced workload period, the option may be revoked or altered only by the mutual consent of the employee and the District.
  5. The employee shall be paid a part-time salary prorated on the basis of the full-time salary for the position in which he/she serves. The employee shall retain special benefits provided for by Board policy in the same manner as a full-time employee.
  6. The minimum assignment shall be half-time. Half-time employment shall be the equivalent of one-half (1/2) the number of days of service required by the employee's contract of employment during his/her last full-time contract. Unpaid status, other than the contracted amount, during a given year may result in State Teachers' Retirement System (STRS) service credit loss.
  7. The District and the employee shall each contribute to the State Teachers' Retirement System the amount that would have been contributed if the employee had continued on a full-time basis. The employee's right to have retirement benefits based on full-time employment is contingent on such contributions.



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8. The assignment shall comply with the requirements for the percentage of part-time service requested by the applicant; however, in the event that the applicant's request cannot be accommodated because it creates unusual or difficult staffing problems, the application can be denied or an alternate assignment can be made and/or the employee may reapply for the program for subsequent years with a plan that fulfills District needs.
  9. All regular duties required of full-time employees in similar assignments shall be performed during the dates the employee is on duty. This includes attendance at District-called meetings, faculty meetings, departmental meetings, and other regularly scheduled College activities. The employee is eligible to serve voluntarily on any committee and retains other privileges of full-time employees.
  10. Duty hours of non-teaching employees shall be arranged in a manner which will most effectively carry out the assignment given the employee.
  11. An employee on a reduced contract will be expected to make all necessary classroom preparations and satisfy office and conference hours beyond the assigned teaching load.
  12. An employee electing to participate in the program is entitled to use the hours of sick leave accumulated while working full-time and shall accumulate, on a pro-rata basis, days of sick leave earned while in the reduced workload program.
  13. Employees on optional reduced workload program status are not eligible for sabbatical leaves.
- P. **Assigned Curriculum Development:** Faculty assigned to develop curriculum shall be compensated by reassigned time, load banking, or overload pay, as determined by the faculty member. Compensation shall be one-half (0.5) lecture hour equivalent (LHE) per unit. (e.g., 3-unit class = 1.5 LHE)
1. Full-time faculty shall be given preference for any curriculum writing assignments.
  2. This assignment shall be on a voluntary basis.
  3. The District's "Curriculum Development Agreement" form (See **Article Eight Appendix B**) must be completed and signed by both parties.

# **Article Eight Appendix**

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2100 Chester Avenue  
 Bakersfield, CA 93301-4099  
 (661) 336-5100

Article 8 – Appendix A

- Bakersfield College
- Cerro Coso College
- Porterville College
  
- Initial Agreement
- Renewal Agreement
- For Academic Year

## Optional Reduced Workload Agreement

**Note:** This agreement must be renewed for each of the five (5) academic years. Please fill in the designated sections of this form and submit it, in quadruplicate, to the College President or designee. You will be notified of the final action taken of this agreement.

Employee's Name:	Identification Number:
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This agreement is made by and between Kern Community College District, herein referred to as the "District" and \_\_\_\_\_ herein referred to as "Employee".

Employee has elected to enter the optional reduced workload program offered by the District and has qualified for such program under the requirements established by the District.

**Now, Therefore,** in consideration of the foregoing and of the mutual covenants and agreements contained herein, it is agreed by the parties as follows:

1. Employee requests an optional reduced workload and compensation to be paid as follows:

<p><b>Check (✓) one:</b></p> <p><input type="checkbox"/> Employment both semesters on ___% reduced workload</p> <p><input type="checkbox"/> Employment full-time first semester only</p> <p><input type="checkbox"/> Employment full-time second semester only</p>	<p><b>Check (✓) one:</b></p> <p><input type="checkbox"/> Salary to be paid for entire year</p> <p><input type="checkbox"/> Half salary to be paid while working full-time first semester/no pay during second semester</p> <p><input type="checkbox"/> Half salary to be paid while working full-time second semester/no pay during first semester</p>
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2. The Employee and the District will continue to make retirement contributions as if the Employee was earning a full salary.
3. Insurance coverage for which the Employee is eligible will continue to be paid by the District.
4. This agreement is for a maximum five-year period.
5. This agreement can be revoked or altered only by the mutual consent of the Employee and the District.
6. The agreement is subject to the applicable laws and regulations of the state of California and the lawful rules and regulations of the Kern Community college District. Such statues, rules, and regulations are hereby made a part of the terms and conditions of this agreement as though expressly set forth herein.

**In Witness Whereof,** the parties have executed this agreement on the day and year indicated:

Employee's signature	Date
College President's/Designee's signature	Date
Vice Chancellor's signature	Date

**Approved by the Board of Trustees**



2100 Chester Avenue  
Bakersfield, CA 93301-4099  
(661) 336-5100

Article 8 – Appendix B

- Bakersfield College
- Cerro Coso College
- Porterville College

**Assigned Curriculum Development  
(CCA/NEA Contract Article 8P)**

Faculty Member		
Project		
Units	LHE	Load taken as: <input type="checkbox"/> Overload <input type="checkbox"/> Carry-over <input type="checkbox"/> Load banked
Signature of Faculty Member		Date
Signature of Educational Administrator		Date

**Revised 4/2009 DO/HR**