## **TENTATIVE AGREEMENT**

### By and Between

# SAN BERNARDINO COMMUNITY COLLEGE DISTRICT TEACHERS ASSOCIATION AND

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

# Article 13.B.1-2 Workweek/Workday (Parity) March 8, 2024

This Tentative Agreement is entered by and between the San Bernardino Community College District ("District") and the San Bernardino Community College District Teachers Association CTA/NEA ("Association"), collectively, "the parties."

The parties agree that the language in Article 13, B, 1-2 will be updated and implemented effective Fall 2024 as follows:

### B. Workweek/Workday

### 1. All Full-Time Faculty

The workweek for all full-time faculty shall be forty (40) hours. Less than full-time faculty shall have a workweek of forty (40) hours prorated on the basis of full-time equivalency. (e.g., nine (9) lecture hours equals 0.600 F.T.E., a workweek of twenty-four (24) hours).

The forty (40) hour week for all full-time faculty shall include all student contact responsibilities, on-campus office hours (posted and arranged consultation hours), accurate record keeping for grades and attendance, committee assignments, preparation of all required reports, curriculum development and revision, learning and/or service area outcomes assessment, attendance during in-service days including commencement ceremonies and in-service activities, and other non-student contact responsibilities as determined and assigned by the District. All full-time faculty also shall attend commencement ceremonies and other in-service activities unless excused by the Chancellor or his/her designee.

The District and the Association recognize the professional nature of the work (as defined by Labor Code) performed by the faculty members and agree that full-time faculty shall be available at the District facilities for an additional five (5) hours per week beyond the assigned student contact hours, non-student contact hours, and office hours (pro-rated for less than full-time faculty) to perform required responsibilities. All faculty are required to serve on committees as appointed by the academic senate and/or as officially recognized advisors to student clubs/organizations as a part of their assignment.

All semester-end documentation (grade submission, SLO/SAO data collection, and professional development reporting (end of Spring semester only)) must be completed prior to release of each semester's final pay warrant.

Distance Education (including courses offered online) is recognized by both the Association and the District as an appropriate mode of delivery to meet the needs of our student

population. In order to meet the expectations for full-time faculty responsibilities to the college, online course instruction shall be limited to 0.500 load for full-time faculty. Exceptions to this limitation must be approved by the supervising manager and the Vice President of Instruction. Faculty for whom this provision applies to shall follow the guidelines regarding the course quality and qualifications to teach online courses set forth by their respective campuses' Distance Education/Online committees. Distance educational assignments shall be on a voluntary basis subject to approval of the supervising manager.

There shall be a minimum of eleven (11) hours between the end of the last assigned class on one day and the first assigned class the next day unless the faculty member otherwise provides written consent to their immediate supervisor. The District shall not for arbitrary and capricious reasons assign someone to a schedule that has such employee teaching both at the beginning and end of the District's operational day.

No overload hours, extra compensation work of any kind, or special contract assignments shall be included within the forty (40) hours. As set forth in Tables I and II of this Agreement, a faculty member shall be assigned a weekly schedule comprised of one of the following:

- a. Fifteen (15) lecture hours.
- b. Eighteen (18) high intensity laboratory hours.
- c. Twenty-one (21) laboratory/clinical hours.
- d. Thirty (30) non-instructional hours.
- e. Thirty-five (35) hours of other assigned responsibilities.
- f. Any combination of the above-listed assignments equaling 1.000 full-time equivalency.

### 2. Definitions

- a. Lecture Hours: Instructor student contact hours in which the instructor normally gives a lecture presentation which was previously prepared, and students are required to complete substantial work prior to or after such lecture presentation.
- b. High Intensity Laboratory Hours: Instructor student contact hours in which both the student and the faculty have significant preparation before the scheduled contact time as well as significant work to be done after the scheduled contact time. The high intensity lab designation will apply to Nursing, Psychiatric Technology, and laboratory Science courses articulated to the IGETC pattern. Those science labs deemed high intensity are those that meet the California General Education Transfer Curriculum (CalGETC) requirement for laboratory science. Those labs deemed high intensity are those that meet the Area B (Scientific and Quantitative Reasoning) of the CSU general breadth requirement and/or Area 5 (Physical and Biological Sciences) of the IGETC of Intersegmental General Education Transfer Curriculum until CalGETC is approved, at which time, The District will adopt those CalGETC approved courses in the lab sciences.
- c. Laboratory Hours: Instructor student contact hours in which the instructor normally supervises student activities in a laboratory environment, the activities are related to lecture hours, the instructor frequently provides instruction and students are responsible for learning all information from the instruction and activities.

Clinical Hours: Activities where instructors or other professionals normally only supervises students who are practicing specific skills. The District and the Association also recognize that the implementation of "clinic hours" in some cases requires an expanded number of hours without additional compensation and flexibility since an instructor may be able to supervise a very small number of students at any one time.

- d. Non-instructional Hours: Most of the non-Instructional contact occurs within the services and functions of the support and Student Service areas such as but not limited to counseling, library, learning centers, Health Centers, and/or support programs such DSPS and EOPS. Non-Instructional hours include activities where faculty normally interact with students within an office, center and, or other specified area or services of the college where the contact between faculty and students does not normally generate FTE.
- e. Other assigned responsibilities: Primary responsibilities do not include student contact. All other duties as assigned in accordance with Title 5, California Education Code, California Government Code, and/or the Collective Bargaining Agreement.
- f. New definitions per the most current Program and Course Approval Handbook (PCAH).

Date: 3-12-24

SBCCD	Date:	03/12/24
Kristina Hannon, Vice Chancellor, Human Resources & Police Services, SBCCD Chief Negotia	ator	

Ed Gomez, SBCCDTA

∕President