

SECTION B - SECONDARY

ARTICLE XVI - SECONDARY INSTRUCTIONAL FACULTY WORKLOAD

A. TIME OF SERVICE

GENERAL STATEMENT

Faculty are professionals, and as such, they are expected to exercise appropriate discretion in the performance and scheduling of their workload. The Board and the Local recognize portions of the faculty workload, such as preparation duties, may be best performed away from the worksite, i.e., at the Learning Resource Center, library, etc.; consequently, whenever their Faculty Load Schedule (Instructional) (Appendix D) permits, faculty are free to leave the campus.

Faculty develop workloads in collaboration with their peers in their department, their Department Chairperson, and Dean. Faculty workloads are crafted to ensure that qualified faculty are assigned to meet instructional needs and that faculty are accessible. The Board and the Local recognize the importance of maintaining the integrity of all courses offered by the College. Therefore, faculty shall meet the minimum requirements established in Appendix A-Faculty Job Specifications when assigned a workload. Faculty workloads include instructional and/or other activities described in Appendix A-Faculty Job Specifications for each faculty rank.

B. WORKLOAD/RESPONSIBILITIES

The faculty workload is comprised of work assignments scheduled by the College and work assignments scheduled by individual faculty members. Faculty work assignments include those duties and responsibilities described in the Appendix A-Faculty Job Specifications for each faculty rank. A faculty member's workload is described in detail in his/her Faculty Load Schedule (Instructional) (Appendix D).

Secondary Faculty

1. Work Year:

Work Year for secondary faculty may agree with the Guam Department of Education (GDOE) school year calendar inclusive of make-up days. Certain circumstances may arise that could cause adjustments to the calendar. The school year shall be contained in the Guam Community College Academic Calendar approved by the Board and shall not exceed one hundred eighty-four (184) days.

2. Secondary Faculty Duties:

The Secondary Instructional faculty workload includes five (5) periods of a six (6) period schedule, or three (3) periods out of four (4) periods in the case of a four-by-four block schedule. Overloads in the site school will be compensated at the faculty's hourly rate. Lead Academy teachers in a six (6) period environment shall have one (1) class treated as an overload.

3. There shall be no combined or joining of classes under normal circumstances. It is recognized that regularly scheduled labs, and from time to time other circumstances, may arise that may cause combining to be necessary.

4. The maximum enrollment permitted in a class is as follows:

- a. For secondary classes, the maximum class enrollment shall be twenty (20) students per class.
- b. Secondary faculty shall not be assigned additional duties by the Guam Department of Education (GDOE) Administration outside their agreed upon workload in their site school without proper consent from the faculty and their Dean or Associate Dean.
- c. In the event that a faculty member teaches a split schedule that includes an extended break of three (3) consecutive hours or more during any given day, the College shall reimburse the faculty member for mileage equal to one (1) round-trip distance between

Initials: 
RDS FQT
March 10, 2017

the faculty member's worksite and residence. The reimbursement will be in accordance with GCC Board Policy 190.

- d. Should the Guam Department of Education (GDOE) schedule change, this section may be modified as per provisions stated in Article XXVI-Sole Agreement.

C. PLANNING AND EVALUATION

1. Faculty shall implement, within the limits of the resources provided by the College, the curriculum of the College according to standards set and stated by the College in its curriculum documents. Faculty shall summarize their plans to implement curriculum in a course syllabus. A copy of the syllabus shall be provided to the Department Chair.
2. Faculty shall:
 - a. Evaluate student work according to curricular standards using evaluation methods described in the course syllabus;
 - b. Provide students with a complete, written, course syllabus, including a summary of course schedule, course content, course requirements, evaluation criteria, contact information, and emergency procedures. The syllabus shall be distributed to the students within a reasonable time.
 - c. Maintain approved class meeting times, duration, and location;
 - d. Make every effort to return graded tests within one (1) week;
 - e. Announce course attendance requirements, consistent with GDOE/Site School rules and regulations.
 - f. Provide attendance and progress reports, quarter grades, semester grades, and final grades for each secondary class. Additionally, emergency lesson plans and grades shall be submitted to the site school as required by GDOE. A copy of the final grades shall be submitted to the Dean.
 - g. Submit data requirements (i.e., student enrollment, Student Learning Outcomes (SLOs), artifacts) to the Assessment, Institutional Effectiveness & Research (AIER) Office or any other appropriate office, in keeping with institutional requirements.

D. BALANCING WORKLOAD-ALTERNATIVE ASSIGNMENTS

1. In the event that a secondary faculty member gives a timely notice of intent to retire, (i.e., no less than one (1) semester in advance) during the academic year, the faculty member, Department Chair, Dean, and Human Resources Administrator shall have the option to plan and develop an approved alternative assignment.
2. Assignments Procedures
Should the need arise, an alternative assignment will be developed collaboratively by the faculty member, his/her Department Chairperson, and the Dean. Alternative assignments are described in writing and require the mutual written agreement of the faculty member and the appropriate Dean(s).
3. Acceptance of an alternative assignment shall not alter the basis for a faculty member's compensation.

ARTICLE XVII - SECONDARY INSTRUCTIONAL FACULTY WORKING CONDITIONS

A. SAFETY CONDITIONS

Employee safety is a primary concern of the College and the Local. The College shall not knowingly require a faculty member to work in unsafe conditions.

1. The College shall ensure that facilities are inspected annually and that facilities conform to nationally recognized standards (such as those promulgated by Guam Occupational Safety and Health Act (GOSHA), Occupational Safety and Health Act (OSHA), Americans with Disabilities Act (ADA), the National Fire Protection Association (NFPA), and the National Safety Council) to include, but not limited to ventilation, mold, lighting, noise, electrical, sanitation, fire, flooding, and floor space in all facilities.
2. In the event that an unsafe or unhealthy condition exists in the assigned site school classroom, the College's Environmental Health and Safety Administrator will establish a procedure to coordinate with Guam Department of Education (GDOE) Safety Administrator to prioritize and correct any identified unsafe or unhealthy condition in a timely manner.
3. Faculty members who notice any unsafe condition(s) shall remedy, where possible, and/or report the condition(s) immediately to the site school administrator, their Department Chairperson, and Dean, who will then notify the Environmental Health and Safety Administrator who will make an assessment and recommendation to the Dean for action.
4. Should an emergency situation arise that is unsafe for GCC faculty members and/or students, the faculty member shall remove him/herself and students from said environment until such area is deemed safe. The faculty shall immediately notify GCC and GDOE administration of the matter.
5. Faculty members who sustain occupational injuries or illness shall report all incidents to the Department Chairperson, Dean, and Environmental Health and Safety Administrator within one (1) duty day of the incident. Illness or injuries involving employees shall be reported to the School Health Counselor and the Human Resources Office (Workers' Compensation forms will be filled out at the Human Resources Office).
6. Injuries involving students shall be reported immediately to the School Health Counselor or site school nurse. The faculty's Department Chairperson and/or Dean shall be notified immediately. A written incident report shall be completed and submitted to the faculty's Department Chairperson and Dean within twenty-four (24) hours of the incident.
7. The College, through an established procedure, will determine whether or not it will, on a case by case basis, provide for payment of the costs for the loss of personal property whenever any such property is damaged in the line of duty without fault of the faculty member.
8. The College shall take appropriate measures to secure the College worksites against burglary or vandalism.
9. Faculty shall not transport students.

B. FACILITIES

1. The College shall ensure adequate laboratory and classroom facilities to conduct specific Career and Technical Education (CTE) programs.
2. The College shall ensure classroom assignments are specific to CTE programs and that faculty are not required to teach in more than one (1) classroom. Should classroom assignments change, changes must be made by May 15 or November 15 for the following respective Fall or Spring semester. Emergency situations concerning classrooms may arise that will require coordination between the faculty and the GCC administrator responsible for GCC secondary programs.

Initials: 
RDS FQT
March 10, 2017

3. The College shall furnish each secondary site school classroom with a functioning telephone, computer (with network access), printer, copier, and/or fax machine.
4. Access to GCC campus work areas shall be available to faculty members as needed based on normal operating hours.

Faculty who require access outside of normal operating hours shall coordinate with their Dean for approval.

For faculty assigned to Secondary GDOE sites:

1. Faculty shall report maintenance needs and other similar problems to their Department Chairperson. The Department Chairperson shall submit work order requests to the Dean for appropriate action.
2. Faculty shall submit work orders to GDOE site school personnel for maintenance services.

For faculty assigned to secondary programs on College Campus:

1. Faculty shall report maintenance needs and other similar problems through the work order process to their Department Chairperson.
2. Faculty Work Space
The College shall provide secondary faculty work space. The Dean will identify adequate work spaces for faculty use, with adequate and appropriate lockable storage. Each individual work space shall be properly maintained, lighted, ventilated and shall include: a chair and a desk with a lockable drawer, a lockable filing cabinet, adequate shelving for books, internet access, and ready access to a telephone.

C. SUPPLIES AND EQUIPMENT

1. The College will provide instructional materials and equipment necessary to carry out the effective instructional activities in accordance with approved curricula. The College will, through an established procedure, reorder, repair, or replace lost or damaged College equipment, as needed.
2. Requests for purchase of instructional materials and equipment will be processed utilizing the purchasing procedures established by the College. The Dean or Procurement and Inventory Administrator, as appropriate, shall inform Department Chairpersons of any disapproval of requests, delays in approvals, vendor/supplier rejections of purchase orders, back orders or proposed substitutions for items requested, cancellations of issued purchase orders by the College, or other matters which affect expeditious filling of requests, including textbooks. All supplies, materials and equipment shall be delivered by the College to the faculty worksite.

D. FACULTY ABSENCES

Faculty shall be charged sick leave, personal leave, or leave without pay for approved absences as prescribed in Article XII-Leave. Faculty are required to notify their Dean of any absence for any reason:

1. When absent for an entire duty day, faculty shall be charged eight (8) hours of leave.
2. When absent for less than an entire duty day, leave shall be charged in increments of one (1) hour blocks.
3. For sick leave, faculty members shall initially notify their site school and the Dean as early as possible, of any absence. In the event of three (3) or more days of absence, the Department Chairperson and Dean must be notified.
4. Other leave applications must be submitted to and approved by the Dean or other appropriate administrator.
5. A substitute teacher will be provided whenever necessary for absent secondary faculty members.

6. Faculty members shall provide meaningful lesson plans and a class roster for the substitute teacher's use.

E. FACULTY MEETINGS

1. For College Meetings:
 - a. The College President, or Vice President for Academic Affairs, may hold a faculty meeting each semester of the academic year at which all faculty members shall be present. The date of the meeting shall be announced at least ten (10) days in advance of the meeting. Agenda items for such meeting must be submitted to the College President no later than five (5) days before the announced meeting date. The agenda shall be published and made available three (3) days prior to the meeting and shall be strictly adhered to.
 - b. When other faculty meetings are scheduled (excluding Saturdays) (i.e., those convened by the administration):
 - (1) Dates and times and the tentative agenda shall be announced at least five (5) days in advance, if feasible.
 - (2) Agenda items submitted to the Dean's office no later than three (3) days prior to the faculty meeting shall appear on the final written agenda which will be distributed by the Dean two (2) days prior to the meeting date.
 - c. Open discussion shall be a standing agenda item.
 - d. Employee-management relations shall be a standing agenda item for faculty meetings at which all faculty members may be present. The College and the Local shall jointly plan presentations of agenda items.
 - e. Prior notice requirement shall not interfere with the scheduled Convocation for faculty at the beginning of each academic year.
 - f. Meetings or College Assemblies shall be considered a part of the duty day.
2. College Assemblies:
 - a. There shall be no more than one (1) assembly per semester.
 - b. The assembly shall be conducted on a day that corresponds with the Guam Department of Education (GDOE) Professional Development Days.
 - c. Assembly shall be used for but not be limited to the dissemination of information or training related to federal mandates, Board policies, Accreditation, or other relevant institutional needs.
 - d. "Professional Development" as described in Article IX shall not be a part of the College Assembly.

F. OTHER DUTIES

1. No faculty member shall be required to perform custodial functions except the performance of minor housekeeping functions. The College shall ensure that rooms used by faculty are kept clean and sanitary.
2. At the end of each term, faculty members will ensure that the room is in orderly fashion and all personal and student items are removed to allow preparation for the upcoming term.
3. Faculty shall hold students accountable for their conduct while in the classroom, assembly, or at a GCC function and report witnessed misconduct.
4. When secondary students' attendance is required at a site school or GCC function, faculty may be required to attend the function and supervise students.

G. GENERAL PROVISIONS

1. Classes for all students will be conducted until the scheduled last day for students for each semester.

2. There shall be no combined classes in a single, standard-sized classroom or more classes in any instructional area than it was designed to accommodate. This provision does not prevent faculty from combining classes for a single, special presentation. There shall be no combined or joining of classes under normal circumstances. It is recognized that regularly scheduled labs, and from time to time, other circumstances may arise that may cause combining to be necessary.
3. The College shall establish and the faculty shall maintain an inventory control system for the responsible distribution, use, and collection of College property entrusted to them. No faculty member will be held financially responsible for loss of College property unless negligence is proven. A faculty member will not be held financially responsible for loss of College property checked out to students if they have made a reasonable effort to collect them. Faculty members will promptly report lost or stolen College property to their Dean.
4. Individual faculty members shall try to make themselves available upon scheduled requests for parent, student, or Individual Education Plan (IEP) meetings at any time during their duty day. In extraordinary situations, meetings may be called during a faculty member's regular class time, but only when a qualified substitute teacher is assigned. Faculty shall be informed of the purpose and subject of the meeting at the time of notification.
5. Travel Between Work Locations, Split Work Days, and Mileage Reimbursement:
 - a. If a faculty member is assigned duties as part of the faculty member's regular workload at different work locations during any work day, and such assignment requires the faculty member to use a privately-owned vehicle for transportation between such work locations, the College shall reimburse the faculty member for the round trip mileage incurred in driving between work locations during such work day in accordance with GCC Board Policy 190.
 - b. The College does not pay mileage costs from a faculty member's residence to and from the campus except in cases where, at the request of the College, the faculty member's work schedule includes a break of more than three (3) consecutive hours. For such exceptions, reimbursement will be calculated for mileage equal to one (1) round trip distance between the faculty member's worksite(s) and residence in accordance with GCC Board Policy 190.
 - c. If a faculty member is required to travel between two (2) or more worksites during any work day, adequate travel time will be scheduled as part of the duty time. Faculty shall be paid mileage for the distance between the two (2) worksites in accordance with GCC Board Policy 190.
6. School Closure
 - a. Management shall determine whether conditions warrant the cancellation of classes. If a total shutdown occurs due to emergency conditions, said day shall be considered a duty day. If instructional days are reduced due to natural disasters or inclement weather, make-up instructional days may be scheduled.
 - b. Make-up instructional days may be scheduled as follows:
 - (1) Lost instructional days may be made-up.
 - (2) The parameters for make-up days will coincide with the Guam Department of Education (GDOE) calendar and be determined by joint agreement between the Local President (with input from the faculty) and the College President or their designees.
 - (3) Secondary faculty shall be compensated for all approved days worked in excess of one hundred eighty-four (184) work days per academic year.
 - c. If the Governor announces Condition of Readiness (COR) II and does not specify action(s) to be taken and if it is announced that secondary site schools will be closed:

- (1) If classes are in session, students will be dismissed. Faculty shall be dismissed upon completion of their securing duties; or
 - (2) If classes are not in session (excluding vacations), faculty shall:
 - (a) Notify their Dean that they have completed their securing responsibilities, or
 - (b) Report to their worksite and shall be dismissed upon completion of their duties to secure.
 - d. When Guam Department of Education (GDOE) management cancels classes, faculty may depart the worksite provided students have been released and classrooms have been secured.
7. Payment
- The faculty shall be paid on a twenty-one (21) pay period preference (which is the true hourly rate) or a twenty-six (26) pay period preference. Notification of preference must be made by the end of Spring semester to be effective for the following academic year. Preference may not be changed for one (1) year.
- The College shall compensate faculty for all approved days worked in excess of the one hundred eighty-four (184) duty days specified in the Academic Year Calendar. Such payment shall be made at the end of the semester in which excess days were worked.
8. Payroll
- The College shall maintain an electronic payroll deposit program.
- Payroll errors shall be corrected by the College without undue delay. Payment shall be made within two (2) duty days following determination of the error.
9. Return of Materials
- The faculty shall not be required, except for library inventory purposes, to turn in teaching supplies or materials prior to the last duty day of the semester.
10. Off-Island Travel
- When a faculty member(s) travels off-island sponsored by the College, the traveler shall be entitled to compensation or reimbursement of the costs in accordance with GCC Board Policy 190.
11. Outside Employment
- Faculty employment outside of the College shall be in accordance with the GCC Personnel Rules and Regulations and must be updated at the beginning of the academic year or as changes occur.
12. Reporting for Work
- Secondary faculty shall not be required to sign-in at their respective worksites unless there is an emergency situation that would require verification.

SECTION C – POSTSECONDARY

ARTICLE XVIII - POSTSECONDARY INSTRUCTIONAL FACULTY WORKLOAD

A. TIME OF SERVICE

GENERAL STATEMENT

Faculty are professionals, and as such, they are expected to exercise appropriate discretion in the performance and scheduling of their workload. The Board and the Local recognize portions of the faculty workload, such as preparation duties, may be best performed away from the worksite (i.e. at the Learning Resource Center, etc.); consequently, whenever their Faculty Load Schedule (Instructional) (Appendix D) permits, faculty are free to leave the campus.

Faculty develop workloads in collaboration with their peers in their department, their Department Chairperson, and Dean. Faculty workloads are crafted to ensure that qualified faculty are assigned to meet instructional needs and that faculty are accessible. The Board and the Local recognize the importance of maintaining the integrity of all courses offered by the College. Therefore, faculty shall meet the minimum requirements established in the Appendix A-Faculty Job Specifications when assigned a workload. Faculty workloads include instructional and/or other activities described in Appendix A-Faculty Job Specifications for each faculty rank.

B. WORKLOAD/RESPONSIBILITIES

The faculty workload is comprised of work assignments scheduled by the College and individual faculty members. Faculty work assignments include those duties and responsibilities described in Appendix A-Faculty Job Specifications for each faculty rank. A faculty member's workload is described in detail in his/her Faculty Load Schedule (Instructional) (Appendix D).

Postsecondary Instructional Faculty

1. Work Year:

- a. Duty days for the academic year, as defined by the Board approved Academic Year Calendar, will commence two (2) duty days (with an assessment of the transition to be provided by faculty in Spring of 2020 to determine feasibility of going to one (1) duty day) prior to the first (1st) day of classes in each semester for purposes of student advisement and other scheduled College activities. Duty days will end three (3) duty days after the last day of Fall and Spring classes or sooner, but not before the end of a faculty's scheduled classes as defined in the Academic Calendar, if all individual grades and clearances have been submitted.
- b. The calendar year is based on a twelve (12) month year. Faculty members working the calendar year accrue annual leave and observe only Government of Guam holidays. School holidays are not observed by faculty members working the calendar year.
- c. The dialogue between the Dean and any postsecondary instructional faculty requesting to work a ten (10), eleven (11), or twelve (12) month work year for the following academic year shall begin as early as possible, but no later than April 1. For compensation purposes, the agreed schedule shall be finalized no later than the end of the academic year. Written justification must be provided to support the postsecondary instructional faculty request.

At the Dean's and Vice President for Academic Affairs' recommendations and the approval of the President, postsecondary instructional faculty may be placed on a ten (10) month (includes an additional twenty (20) work days beyond a nine (9) month assignment calculated at the true hourly rate), eleven (11) month (includes an

additional forty (40) work days beyond a nine (9) month assignment calculated at the true hourly rate), or twelve (12) month assignment. Beyond a nine (9) month assignment, but less than a twelve (12) month assignment, compensation will be calculated at an hourly rate based on the postsecondary instructional faculty's academic year salary for any extension of the normal work year.

2. Work Week:

The work week shall not exceed five (5) days, exclusive of Sunday, except by the mutual written consent of the faculty member, Department Chairperson and the Dean as per Appendix D-Faculty Load Schedule.

3. Work Day:

The typical instructional work day for faculty should include no more than four (4) consecutive hours per day without an appropriate break. Faculty shall work no more than six (6) instructional contact hours per day. The work day for faculty may differ from any criteria set within this Agreement with the mutual written agreement of the faculty member, Department Chairperson, and the Dean as per Appendix D-Faculty Load Schedule. The two (2) work days which may include convocation in the Fall semester and the two (2) work days prior to the beginning of the Spring semester shall be for five (5) hours per day per faculty member. These hours may vary and a schedule of faculty shall be provided to the respective Deans by each Department Chair.

4. Workload/Responsibilities:

a. The annual workload consists of 450 hours per academic year. The annual workload will be constituted in the following manner:

- (1) Instructional contact hours shall not exceed 450 hours per academic year (225 hours per semester).

This remains in effect until the Chief Negotiators of both parties meet in accordance with Article XXVI-Sole Agreement.

- (2) Each lab course will be identified in the List of Postsecondary Labs (Appendix E) as being in either Category 1 or 2 according to the following definitions for purposes of fulltime workload assignment.

Category 1 – Instructional Labs

Compensation: Same as lecture course.

The equivalent of an academic course taught in a lab environment. Direct instruction fills the entire class period.

Category 2 – Lecture/Application/Practice Labs

Compensation: Seventy-five (75%) of lecture course compensation.

Lecture and Practice sessions are clearly identified as separate activities.

- (3) Office hours shall be approved by the appropriate Department Chairperson and Dean and shall be at least five (5) hours, in at least one (1) hour increments, covering at least three (3) duty days per week. In addition, faculty shall include in the course syllabus that students may request for appointments outside of office hours to meet the various needs of students.

- (4) Office hours must be scheduled outside of regularly scheduled course meeting times, except in those environments where faculty meet with students continuously throughout the day. Faculty members shall post their office hours and provide a copy to the appropriate Department Chairperson and Dean, and shall inform the appropriate Dean of any modification or any inability to meet posted office hours. Fulltime faculty members teaching in the evening hours shall schedule some, but not all, office hours during the evening.

- (5) For postsecondary classes, enrollment shall be limited by course guides and facility factors. In all cases, the number of students enrolled in a class shall not exceed the number of fully equipped and adequately supplied student work stations in the classroom.
- (6) Under special circumstances courses offered at the College that could be part of a workload may include the following:
 - (a) Special Projects – Courses for individual students such as special studies.
 - (b) Practicum Courses – Guided work experience supervised by a qualified faculty member or project director dealing with various applied aspects of a program of study.
- (7) The total enrollment of a faculty's classes shall equal a number that is an average of thirteen (13) students overall that shall be determined no later than the first (1st) day of classes. Department Chairs have an obligation to work with their department faculty and the appropriate Dean in response to circumstances surrounding low enrolled classes, such as the impact a class cancellation will have on small groups of students needing the course for graduation, or other circumstances that would warrant the class to continue.
- (8) For Non-Traditional Instruction:
 - Non-traditional modes of instruction and learning are encouraged.
- b. Alternative workload assignments are possible as agreed upon by the faculty member and his/her appropriate Dean and in concurrence with the Department Chairperson.

C. PLANNING AND EVALUATION

- 1. Faculty shall implement, within the limits of the resources provided by the College, the curriculum of the College according to standards set and stated by the College in its curriculum documents. Faculty shall summarize their plans to implement curriculum in a course syllabus. The length and detail of each course syllabus shall be determined jointly by the faculty member and the Department Chair.
- 2. Faculty shall:
 - a. Evaluate student work according to curricular standards using evaluation methods described in the course syllabus;
 - b. Provide students with a complete, written, course syllabus (including a summary of course schedule, course content, course requirements, evaluation criteria, office hours, contact information, accommodative services information, and emergency procedures) on the first (1st) day of class, unless otherwise agreed by the faculty and Department Chair, who shall inform the Dean;
 - c. Maintain approved class meeting times, duration, and location and shall notify their Dean of any absences;
 - d. Make every effort to return graded tests within one (1) week;
 - e. Announce course attendance requirements, consistent with the College rules and regulations, and Catalog at the beginning of the course;
 - f. Provide a final grade for each student in each postsecondary course;
 - g. Provide an intra-term progress report for an individual student when requested in a timely manner;
 - h. Post grades electronically to the College's Student Information System (Banner) in accordance with the Academic Year Calendar;
 - i. Maintain grade-calculation evidence for a minimum of two (2) semesters in the event the evidence is requested for an appeal process. If a faculty leaves the College, he/she shall submit grade calculations to Department Chairpersons or the Dean.

D. BALANCING WORKLOAD-ALTERNATIVE ASSIGNMENTS

1. In the event that a faculty member agrees to accept a workload greater than that considered a full workload for a single semester because of the special needs of the College, that faculty member's instructional workload will be reduced during a subsequent semester, said semester to be mutually acceptable to the faculty member and his/her Dean, so that over a period of not to exceed the three (3) subsequent terms, including Summer session, the faculty member's average workload will be a full workload each term.
2. In the event that:
 - a. A class taught by a faculty member is canceled on or before the first (1st) day of classes for any given semester because of insufficient enrollment, and in the event that assignment to another class is not made, the faculty shall:
 - (1) Develop, in consultation with the appropriate Dean(s) and department chairperson(s), alternative work assignments comparable to the amount of his/her workload which has been either canceled or not scheduled to be completed during that same semester, or
 - (2) Have his/her workload balanced over a three-term period, including Summer session, said balancing to occur in a semester or section mutually acceptable to the faculty member and his/her Dean, provided that:
 - (a) Alternative work assignments are developed in accordance with the Alternative Assignments Procedures (section D.4 of this Article) and the guidelines contained therein. If a mutually agreed assignment cannot be reached within the first five (5) duty days of class, the Dean shall provide the work assignment, and
 - (b) Such alternative work assignments are subject to the approval of the appropriate Dean(s), and
 - (c) Exceptions to the three-term balancing period may be made only with the mutual written agreement of the faculty member and the appropriate Dean(s), and
 - (d) The maximum workload imbalance that any faculty member may accumulate shall not exceed the equivalent of teaching ninety (90) contact hours. It is recognized that under special circumstances the contact hours may be more than ninety (90).
3. In the event that a faculty member's employment at the College ends prior to his/her workload being balanced:
 - (1) The College shall, in lieu of reduction in workload, compensate the faculty member for the completed excess workload at the adjunct rate for calculation purposes, or
 - (2) The faculty member shall, in lieu of completing an excess workload, compensate the College.
4. Alternative Assignments Procedures
 - (1) Alternative assignments are developed collaboratively by the faculty member, his/her Department Chairperson, and the Dean. Alternative assignments are described in writing and require the mutual written agreement of the faculty member and the appropriate Dean(s) using Appendix D (Agreement to Alternate Assignment).
 - (2) Acceptance of an alternative assignment shall not alter the basis for a faculty member's compensation.