**ARTICLE XXVII**

**TEACHING WORKLOAD**

Workload Preamble

The parties acknowledge that, in addition to a tenured/tenure track and full-time visiting faculty member’s classroom teaching assignment, such members of the faculty have responsibilities to the University which include scholarly activities, as well as activities referred to as “value” in Article VIII, Section F(3); “value” workload responsibilities are covered in Article XXIX. The AAUP acknowledges that the University’s continuing rights with respect to workload planning under this Article include the following:

1. Courses taught out-of-load, whether on an overload basis or by adjuncts, are subject to the Dean’s approval;
2. The University has the right to determine maximum and minimum enrollment levels subject to the procedures set forth in Section C;
3. The Dean, subject to the procedures set forth in Section C, may reject an annual workload plan that fails to:
   1. provide for required core, major, and service courses at either Princeton or Lawrenceville, including those of other colleges and schools that have been approved for meeting those requirements both by the APC of the college or school that is requiring the course of its students and by the APC of the college or school that is providing the course;
   2. distribute classes throughout the class day in such a way as to fit into available classroom space and to otherwise meet the demonstrated scheduling needs of students;

faculty;

* 1. provide for projected student enrollments;
  2. utilize fairly and effectively the professional competencies of the
  3. reflect appropriate consideration of the information provided to a

department or program by the Dean;

* 1. satisfy the needs for courses and sections consistent with the relative priorities of courses, as set forth in this Article.

1. The Dean, subject to the procedures set forth in Section D of this Article, has the right to determine the frequency with which courses shall be offered.
2. Both the Dean and the Provost will continue to have the authority to offer workload release for special projects, but some activities previously supported by workload releases will continue to be absorbed as part of normal departmental or program responsibilities.
3. Workload Information

By October 15 of each year, the Dean or associate Dean shall meet and discuss with their respective departments and programs course and workload information for the following year, including the summer and J-term, or shall provide such course and workload information to the departments and programs by written presentation. Such information will include recent enrollment history, enrollment projections, and known curricular changes from elsewhere in the institution that may affect enrollment in a particular department or program, along with other pertinent data. The purpose of such meeting and/or written presentation shall be to assist the departments or programs in understanding the anticipated needs for their courses in the general institutional context. The Dean shall not at this stage dictate the number of sections or courses that the department or program shall offer in the following academic year.

1. Formulation and Submission of the Workload Plan

The workload call will be provided by the Deans to the departments and programs by October 15. The department chairperson or program director shall convene a meeting of the members of the department or program or their representatives by November 15 to begin formulating the workload plan for the following year, which is normally due to the Dean by December 15, but shall be provided no later than three (3) weeks prior to the date by which the Dean must send the workload plan to the Registrar. In the event a department has three (3) or more promotion/tenure cases to prepare in a given year, the members shall meet no later than December 15 to begin formulating the workload plan. Such workload plan shall include:

* 1. the courses required to satisfy departmental or program major(s), minor(s), college and University core requirements, service requirements (courses required by other departments, programs, or colleges/schools), and electives. In the case of programs, the plan will only include those courses that are exclusive to that program;
  2. the sequence and frequency with which all such courses shall be offered;
  3. the distribution of courses across the class week and daily class periods;
  4. maximum and minimum numbers of students permitted or required in particular courses.
  5. a plan for staffing all such courses, including courses and/or sections for which assignable full-time staffing is insufficient;
  6. proposed workload credit through special projects and/or sections pursuant to Section E of this Article and predicted reduced loads for department members who will be AAUP officers or chair of the Promotion and Tenure Committee pursuant to Sections Q and R of this Article, or otherwise have known reduced loads.

Whenever possible, the plan will also include any changes in scheduling from normal class hours. Such workload plan shall be responsive to the information provided by the Dean or associate Dean pursuant to Section A of this Article. Determination of course offerings shall reflect the current program requirements for current and incoming students. Past practice with respect to consultation with the Dean of the College of Continuing Studies will be followed.

The members of the department or program and the chairperson or director, by majority vote, shall formulate the workload plan and recommend such plan to the Dean. It shall be the responsibility of the members of a department to recommend the staffing of their workload plan using the assignable full-time faculty within the department, including the department chairperson. It shall be the responsibility of the members of a program to recommend the staffing of their workload plan using the available faculty and to note whether that teaching would be in- load or out-of-load for those faculty members. In-load teaching outside a faculty member’s home department shall be limited to one (1) course per semester with the approval of the faculty member’s department, unless additional in-load teaching outside the home department is approved by the Dean. The Dean shall notify each department and program by October 15 of the deadline for the submission of such workload plans, which deadline shall normally be December 15, but shall be no later than three (3) weeks prior to the date by which the Dean must send the workload plan to the Registrar; however, the Dean may request that departments and programs consider submitting their plans at an earlier date, but such request shall impose no obligation or penalty upon any department or program to comply. A department’s or program’s failure to submit such workload plan to the Dean by the deadline shall leave the workload plan to the discretion of the Dean. The workload plan shall effectively and fairly utilize the professional competencies of the members of the department or program.

1. Dean’s Review of the Workload Plan

The Dean will implement a workload plan which provides for projected student enrollments and otherwise reflects appropriate consideration of the information provided to a department or program pursuant to Section A of this Article, satisfies the needs for courses and sections established in this Article, and fairly and effectively utilizes the professional competencies of the members of the department or program. In the event the Dean declines to implement a recommended workload plan because it does not meet the preceding requirements, or because they cannot provide an appropriately equipped classroom, they shall return it to the members of the department or program by February 1 with their written comments. The Dean shall not change the maximum number of students allowed in a section from the existing practice for that course unless a change in the pedagogical nature of the course (e.g. the conversion of a lab course to a demonstration course) is approved by the department and then the appropriate APC. Under no circumstances shall seminars and other similar courses have a maximum student enrollment of more than 16. Increases in the student enrollment maxima shall not be used as a mechanism for dealing with increased student enrollment or demand.

The enrollment maximum for the online version of a course shall be the same as the in- person version of the course, unless the Dean and the department agree that a lower cap is appropriate.

If a department or program feels that the maximum number of students allowed in a course is out of keeping with sound pedagogical practice, or the maximum of other similar courses, it may request a reduction of that number from the Dean. If the Dean and the department or program agree, the maximum for that course shall be reduced to that agreed upon number. If the department and Dean disagree, the department or program may appeal to the Provost. The Provost shall then render a judgment on the appropriate maximum for that course which shall then become the maximum for that course.

The members of the department or program shall have a period of ten (10) working days after return of the workload plan to make such changes in the plan as they deem appropriate and to make any other responses to the Dean’s comments. If the Dean and members of the department or program still disagree over the proposed workload plan, including a disagreement over appropriate maximum and minimum numbers of students permitted or required for enrollment in particular course(s), the matter shall be referred to the Provost by members of the department or program. The Provost shall make a final decision within ten (10) working days with respect to such disagreement. If such decision disagrees with the position of the department or program, written reasons, which shall not be arbitrary or capricious or out of keeping with past practice, shall be provided to the department or program.

1. Priority of Scheduling

The order of priority for scheduling sections of courses shall be as follows:

* 1. core requirements;
  2. major/minor, program, or certification requirements;
  3. service requirements (courses required by other departments, programs, or colleges);
  4. electives (courses that cannot be applied to a major or a minor);
  5. special projects.

Where a particular course may fit into more than one of the foregoing categories, it shall be deemed to be in the highest of those categories into which it fits.

Department or program course offerings specifically required for departmental or program majors will be offered no less frequently than once every other academic year, unless the enrollment for such a course fails to meet the established course minimum, in which case the Dean may elect not to have such course offered, or unless the Dean and the department agree that the course should not be offered for other reasons.

Even where the enrollment for such a course continues to fail to meet the established course minimum, it will be taught no less frequently than once every third year, unless alternative arrangements satisfactory to both the Dean and the department or program are adopted. Where there is a departmental program requirement for a major that requires students to choose from a group of courses, the Dean will allow sufficient number and variety to be taught as to allow an undergraduate student to graduate in four (4) years.

1. Special Projects

There shall be two (2) classifications of special projects as set forth hereafter. Such special projects shall exist only at the discretion of the University. Each special project shall typically provide for a minimum of three (3) hours per semester of workload credit. The classifications of special projects are:

* 1. Deans’ Discretionary Projects

Special projects assigned by and at the discretion of the Dean.

* 1. Provost’s Discretionary Projects

Special projects assigned by and at the discretion of the Provost.

Proposals for special projects with attached reductions in teaching load may originate from a department or program, a bargaining unit member, a Dean, an Academic Policy Committee of a particular college or of the University, or from any other source. Any such proposals shall be the subject of consultation between the appropriate Dean and the affected department(s) before approval of the project by the University.

1. Assignment of Overloads

If the assignable full-time faculty within the department is not sufficient to staff the needed courses and/or sections, the department shall so advise the Dean at the time it delivers the workload plan. The remaining needed courses and/or sections may be staffed by either full-time bargaining unit members who wish to teach compensated overload or the hiring of adjunct faculty in accordance with the provisions of this Article and Article XVII (Adjunct Bargaining Unit Members). During the fall and spring terms, qualified full-time bargaining unit members will be given priority for such courses and/or sections within their own departments and programs, provided that they apply by the deadline set for transmitting workload plans to the Dean. All full-time members of the bargaining unit shall be eligible to apply for and shall be given priority for compensated overload or assignment for teaching during summer sessions and J-terms of the University at the then prevailing overload rates (provided that they apply by the above-stated deadline), except that priority for summer teaching shall be given to faculty who have not received a summer fellowship. Full-time tenured and tenure-track faculty may teach up to five (5) courses (three [3] in-load plus two [2] overload) per semester (or the applied contact- hour equivalent) during any single semester, provided however,

* 1. Faculty receiving a course release in a given fall or spring semester may teach a maximum of 12 contact hours during that semester, six (6) of which will be counted as in-load teaching, with the additional contact hours, if any, counted and compensated as overload teaching.
  2. Per past practice, independent studies, supervised studies, and internships/co-ops not under the umbrella of a course will not be counted in the supervising faculty member’s regular fall or spring workload calculation for purposes of determining overload eligibility.
  3. Directed Studies also will not be counted as part of the faculty member’s regular fall or spring workload calculation for purposes of determining overload eligibility.
  4. A faculty member who agrees to teach a minimester course will have that course counted in their teaching workload for that semester for purposes of determining the fifteen (15) contact-hour maximum.
  5. No bargaining unit member may teach more than six (6) contact hours in a six-week mini-session or three (3) contact hours in a three-week mini- session.

Assignments for compensated overload shall be made by the University upon the recommendation of the appropriate department or program. Bargaining unit members shall not be required to accept overload assignments.

1. Unassigned Teaching and Directed Studies
   1. Unassigned Teaching. If the needed courses and/or sections have been staffed, but the assigned teaching workload of each full-time faculty member within the department has not reached the normal teaching limits stated below, then the members of the department shall so advise the Dean, indicating the total amount of unassigned teaching within the department, at the time it delivers the workload plan to the Dean. After appropriate consultation with the Dean, the members of the department shall then make a proposal to the Dean for projects that shall benefit the department, college, and/or the University and that will utilize the unassigned workload for the members of the department. Such projects may include, but shall not be limited to the following:
      1. curriculum and disciplinary study;
      2. teaching methodology;
      3. mastering of new disciplinary subject matter and/or techniques;
      4. basic skill support;
      5. advising support;
      6. research;
      7. student recruiting;
      8. grant applications.
      9. teaching a course in another department, if the standards set forth in Section M, below, are met.

The Dean shall review the proposal from the members of the department and make a final determination as to which projects shall be undertaken based on their benefit to the department, college, and/or University. Members of the department who have been assigned such projects shall provide to the Dean a written report on the accomplishment of such projects by the end of the academic college year for which they have been assigned. Special projects under this Section in lieu of in-load teaching assignments will be limited to full-time members of the bargaining unit. It is understood and agreed that the availability of special projects in lieu of in-load teaching assignments shall not be deemed to be any evidence of the lack of a need for a reduction in force under Article XV.

* 1. Directed Studies. As agreed in the Memoranda of Understanding between the University and the AAUP, dated February 28, 2012 and October 21, 2016,
     1. When a Dean cancels an under-enrolled class, per the timeline established in the Memoranda, they will so inform the affected bargaining unit member in writing prior to the first day of class for that course.
     2. If they hope to convert the class to a count-to-nine Directed Study, the written notice will state that the class is cancelled and ask if the affected faculty member is willing to teach the enrolled students on a count-to-nine Directed Study basis.
     3. The affected bargaining unit member may accept or reject the

Dean’s offer.

* + 1. If the Dean so desires, they may also ask in that same written

communication if the affected bargaining unit member will be willing to allow registration to go forward through the add period with the understanding that, if the enrollment reaches nine, the Directed Study will revert to being a regular course.

* + 1. Prior to issuing this written notice/inquiry to the affected bargaining unit member, the Dean may gather information concerning the prospects for the course filling, e.g., from the affected bargaining unit member and their chairperson. If the cancellation of a course results in a full-time bargaining unit member having fewer than three (3) courses to teach in a given semester, the affected bargaining unit member shall be assigned to teach an additional course, which may be a course assigned to another full-time faculty member as an overload or to an adjunct faculty member, for which the under-loaded affected bargaining unit member is qualified.

1. Alteration of Workload Plan

It is understood that unanticipated events occurring subsequent to completion of a workload plan may require revision of the workload plan by the Dean in order to address problems of unstaffed or understaffed required courses or the unavailability of appropriate facilities. Such changes in the affected portion of the workload plan shall be made so as to use effectively and fairly the professional competencies of the department or program. The Dean shall normally refer such problems back to the department or program so that the department or program may recommend revisions of the workload plan in accordance with the procedures set forth in Section D. When time constraints do not permit reconsideration of the workload plan by the department or program, the Dean shall have the authority to revise the workload plan in order to address the above problems. The Dean shall, when circumstances permit, confer with the chairperson or director and the affected members of the department or program before making any such changes. Courses will not be cancelled for failing to meet the minimum student enrollment until at least one (1) week after the end of the registration (i.e., course selection) period for that semester and the affected faculty member has been offered an opportunity to discuss the cancellation with the Dean.

1. Length of the Semester and Academic Year

The number of teaching hours in a semester and the length of the academic year shall not be altered without the prior agreement of the AAUP and the University.

1. Contact Hours

The required teaching load of full-time bargaining unit members shall not exceed nine (9) classroom contact hours during a regular (fall or spring) academic semester or eighteen (18) during the academic year. Requests to modify the above limits so as to allow either the use of terms or semesters other than the fall and the spring or to teach in-load more than nine (9) contact hours in one (1) of the regular semesters requires the approval of the affected faculty member, their department, their academic Dean and the prior notification of the AAUP.

Bargaining unit members who teach fewer than nine (9) contact hours in a regular semester because of a cancelled class and for whom an agreed upon special project cannot be arranged may not teach a compensated overload course in the following semester in that academic year or a compensated overload in the following J-term or summer semesters.

Except as may be specified elsewhere in this Agreement, classroom contact hours shall be converted to applied contact hours using a conversion factor of 2.0 applied hours for each classroom hour.

Westminster College of the Arts bargaining unit members who teach Studio Classes shall receive one (1) applied workload credit per semester for each such Studio Class. Faculty teaching both applied and classroom courses shall have their workload calculated on a pro-rated basis, except that the workload credit for Westminster Choir College choirs will be:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Choral Ensemble** | | **Rehearsal Hours** | **Multiplier** | **Workload Credit** |
| Applied | | | | |
|  | Chapel Choir | 4.0 | 1.71 | 6.84 |
|  | Handbell Choir I | 4.5 | 1.71 | 7.69 |
|  | Jubilee I | 2.0 | 1.71 | 3.42 |
|  | Kantorei | 3.0 | 1.71 | 5.13 |
|  | Schola Cantorum | 4.0 | 1.71 | 6.84 |
|  | Symphonic Choir | 4.0 | 1.71 | 6.84 |
|  | Westminster Choir | 4.5 | 1.71 | 7.69 |
|  | Williamson Voices | 4.5 | 1.71 | 7.69 |
| Classes | | | | |
|  | Handbell Choir II | 2.0 | 1.00 | 2.00 |

Bargaining unit members supervising students in a senior student teaching practicum shall be credited .6 of a contact hour for each student they supervise in such courses, provided however, that if the bargaining unit member also meets weekly with a small group of such students in a cluster meeting at their assigned school, then they shall be credited .82 contact hour (inclusive) for each student they so supervise. Bargaining unit members who are assigned education courses that include an associated field experience shall be credited with four (4) contact hours for each such section. ME581 and ME582 will be compensated as five (5) contact hours each as per past practice. Student-teacher seminars held on the Lawrenceville campus will be compensated as two-contact hour classes. Such seminars held on the Princeton campus will be compensated per past practice as one-contact hour classes.

Faculty members who supervise credit-bearing learning experiences (e.g., independent study, supervised or directed study, directed readings, internships, and co-ops) and who are not otherwise receiving workload credit for such supervision shall receive credit for one-third of a classroom contact hour per project per semester. The Dean shall advise faculty of their individual tallies for the current academic year in March of that year. Faculty will then have until April 1 to request that their tallies be banked toward a course release in a future academic year. Except for the faculty to whom the Dean grants such a request, all faculty will be paid for their tallies in their June pay checks. Tallies will include all such supervisions that were not dropped by the relevant students during the first two (2) weeks of the semester or within one (1) week of enrolling, whichever is later.

Faculty members who have graduate students enrolled in an undergraduate class for graduate credit shall receive additional workload credit if they are required by the University to establish different course requirements for such graduate students. In such cases, the faculty member shall receive credit for one-third of a classroom hour per student which will be compensated in the same manner as in the paragraph above. Compensation shall be provided for all such students who did not drop the course during the first two (2) weeks of the semester.

Faculty members who are required to teach a section which has ten (10) or more students in excess of the section limit, when such section limit is more than sixteen (16) students, shall

receive an additional three (3) workload credits. Faculty members who are required to teach a section which has five (5) or more students in excess of the section limit, when such section limit is sixteen (16) students or fewer, shall receive an additional three (3) workload credits. The University shall not offer sections that enroll more than twice the section limit. Compensation shall be provided based upon the highest official class enrollment figure after the first two (2) weeks of the semester.

No member of the bargaining unit shall be required to teach classes on a given day on which classes extend from the beginning of the first class to the end of the last class for a period in excess of nine (9) hours. A full-time bargaining unit member shall not be required to teach a class at 8 a.m. the morning following an evening class which they are scheduled to teach.

1. Normal Class Hours

Any change in scheduling of classes from the normal hours for such classes will require approval of the affected bargaining unit member, the applicable department, and the appropriate Dean. Whenever possible, any such changes will be provided for during the normal workload planning process.

1. Maximum Preparations

No full-time member of the bargaining unit whose department is based in the Norm Brodsky College of Business, College of Arts & Sciences, or College of Education and Human Services shall be required to teach more than four (4) different courses during an academic year or more than two (2) different courses during a single academic semester. Maximum preparations at Westminster Choir College shall be governed by past practice.

1. Faculty Teaching Outside of Their Departments

Full-time members of the faculty may teach (but may not be required to teach) outside of their departments with the approval of the department or program within which the teaching will occur. Such teaching shall either be on an overload basis or with the mutual agreement of the faculty member, the faculty member’s department, and the department or program within which the teaching will occur, on an in-load basis. Beyond one (1) such course per semester, the faculty member’s Dean’s approval is also required.

1. Faculty Rank Prerequisite

Only persons with faculty rank shall be permitted to offer courses (a “course” is any formal student/faculty contact including those that occur face-to-face in a classroom, independent studies, internships, directed readings, internships, applied performance classes, applied performance lessons, or that may run at a distance as defined in Article XXXII(D)) for credit, non-credit courses required for the Rider curriculum, or courses for which Rider will provide certification of completion. Subject matter tutoring in the Math Skills Lab by individuals who are not included in the bargaining unit that has occurred prior to this Agreement may continue to be conducted by such individuals, who will not be included in the bargaining unit.

Except for the foregoing, only members of the bargaining unit and members of the faculty explicitly exempted from membership in the bargaining unit in Article I shall provide students

136

**rty na**

with subject matter tutoring and advising. Tutors and counselors who are not members of the bargaining unit shall be limited to tutoring and advising in such areas as study strategies, coping with stress, recommendations concerning reasonable accommodations for students with learning disabilities, and other non-subject matter tutoring.

1. Out-of-Load and Adjunct Teaching

The University and the AAUP jointly affirm their agreement that out-of-load teaching should be minimized and that priority should be given to full-time in-load teaching. The University shall report to the AAUP by March 15 the percentage of all University course sections taught on an overload/adjunct/overenrolled basis during that academic year.

* 1. The ratio of adjunct course sections to course sections taught by full-time faculty (including Lecturers) shall be no greater than 45%:55% for the University as a whole. If the University is found to be out of compliance with the adjusted ratio for two (2) consecutive years, it will search in the third year and hire in the fourth year sufficient new full-time faculty to bring the adjusted ratio back into compliance with this provision. The department(s) in which such hiring shall occur will be selected at the University’s discretion.
  2. The need for additional faculty lines for new academic majors, minors and courses of study will be planned and those new lines will be authorized, provided enrollment contingencies, if any, are met.

1. Maximum Teaching Assignment for Non-Bargaining Unit Personnel

Except for chairpersons, as provided for in Article XI, Section A, non-bargaining unit personnel who hold faculty status shall teach no more than six (6) classroom contact hours per calendar year, except with the approval of the AAUP.

1. Reduced Load for AAUP Officers

The President of the AAUP, the Contract Administrator of the AAUP and, during the final year of this contract, the Chief Negotiator of the AAUP shall receive a reduced classroom teaching load of three (3) hours per semester. The AAUP may purchase additional release time of three (3) hours per semester from the University at the cost of replacement with the agreement of the University.

* 1. Identification

The identity of persons to receive workload credit shall be communicated, in writing, to the University by December 15 of the year preceding the academic year during which such persons are to serve.

* 1. Members of Professional Athletic Staff or Library Faculty in the event that a bargaining unit member of the professional athletic staff or library faculty is chosen to receive AAUP workload credit, they shall be entitled to an adjustment in workload equivalent to thirteen (13) days of released

137

time for each one (1) course contractually provided for teaching faculty. The affected bargaining unit member shall propose to the appropriate administrator (i.e., the Dean of University Libraries or the Director of Athletics) a plan for an adjustment of responsibilities and work to be covered. Such plan shall specify the extent to which regular professional responsibilities will be decreased or omitted from the annual workload and shall also specify a schedule for up to thirteen (13) days of released time for each one (1) course contractually provided for teaching faculty. If the appropriate administrator disagrees with the plan proposed by the bargaining unit member, they shall return it to the bargaining unit member with an alternate plan and written comments. If the bargaining unit member and the appropriate administrator are unable to agree on a plan, the matter shall be referred to the Provost for a determination. In no case shall the University be required to pay additional compensation to such bargaining unit member if they do not use the permitted thirteen (13) days of released time, nor shall the University be required to compensate any member of the professional staff by virtue of their absence or reduction in workload.

1. Reduced Load for Promotion and Tenure Committee Chair

The Chairperson of the Promotion and Tenure Committee shall receive a reduced classroom teaching load of six (6) contact hours during the academic year in which they are serving as chair.

1. Minimum Teaching Assignment for Full-Time Bargaining Unit Members

In no case shall the University be required to reduce any individual full-time bargaining unit member’s workload by more than three (3) hours in any one semester, except for AAUP officers as designated in Section Q. Except for AAUP officers as designated in Section Q, no individual full-time bargaining unit member’s classroom contact hours shall be less than twelve

(12) hours in any academic year.