

Exhibit 6.4.h.1

AAUP Workload Policy (Article 10)

Collective Bargaining Agreement

Connecticut State University American Association of University Professors

and

Board of Trustees for Connecticut State University System

August 25, 2007 – August 25, 2011

Connecticut State University System

Central Connecticut State University Eastern Connecticut State University Southern Connecticut State University Western Connecticut State University

ARTICLE 10 WORKLOAD

10.1 Work Year for Teaching Members

The work year for all full-time members of the bargaining unit, excluding librarians, counselors, coaches and non-instructional athletic trainers and members with extended assignments pursuant to Article 10.6.1.1 shall be that period which begins on the fourth (4tb) Monday in

10.6.1.1 shall be that period which begins on the fourth (4th) Monday in August and terminates on the last day in May.

For all teaching members of the bargaining unit, the academic year shall be two (2) semesters. Each semester shall be for a maximum of seventeen

(17) weeks. Each semester shall include seventy-five (75) scheduled days of instruction and evaluation and up to ten (10) additional days for registration, academic counseling, convocations, exclusive of Saturdays and Sundays.

Weekend classes may be scheduled with the agreement of the member and the Department Chairperson as approved by the appropriate Dean. The semester shall not include scheduled recesses. The spring semester shall also include commencement exercises no later than fifteen (15) days after the end of the final examination period.

10.1.1 Holidays

No classes or other professional responsibilities shall be scheduled for teaching members on:

New Year's Day Martin Luther King Day Lincoln's Birthday* Washington's Birthday Day of Reflection Memorial Day Independence Day Labor Day Day before Thanksgiving Thanksgiving Day Day after Thanksgiving Christmas Day

*Lincoln's Birthday shall be observed on the Friday prior to Washington's Birthday.

Because classes are scheduled on Columbus and Veterans Days, the day before and after Thanksgiving shall be observed in lieu of them.

The attached calendars are incorporated by reference (Table 3).

TABLE 3

Academic Year 2007-2008 Fall Semester 2007

August 27 August 31 September 3 September 4 November 21-25 December 14 December 15-21 December 22* Academic Year begins Orientation Sessions Labor Day – no classes First day of classes Thanksgiving recess – no classes Make-up / Reading Day Final exams Semester ends

*December 22 is the final day of Saturday classes.

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
August	27	28	29	30	31	1
September	(3)	4	5	6	7	8
	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
October	1	2	3	4	5	6
	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
November	29	30	31	1	2	3
	5	6	7	8	9	10
	12	13	14	15	16	17
	19	20	(21)	(22)	(23)	(24)
	26	27	28	29	30	1
December	3	4	5	6	7	8
	10	11	12	13	(14)	15
	17	18	19	20	21	(22)
Days of instruction & evaluation	15	16	15	15	14 = 75	14

Academic Year 2007-2008 Spring Semester 2008

January 14	Semester begins
January 21	Martin Luther King Day
January 22	First day of classes
February 15-18	Presidents' Holiday Break - no classes
March 17-22	Spring recess – no classes
N/A	Day of Reflection
May 8-9	Make-up/Reading day
May 12-17	Final exams
May 17*	Semester ends

*May 17 is the final day of Saturday classes

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
January	14	15	16	17	18	19
	(21)	22	23	24	25	26
	28	29	30	31	1	2
February	4	5	6	7	8	9
	11	12	13	14	(15)	(16)
	(18)	19	20	21	22	23
	25	26	27	28	29	1
March	3	4	5	6	7	8
	10	11	12	13	14	15
	(17)	(18)	(19)	(20)	(21)	(22)
	24	25	26	27	28	29
April	31	1	2	3	4	5
	7	8	9	10	11	12
	14	15	16	17	18	19
	21	22	23	24	25	26
May	28	29	30	1	2	3
	5	6	7	(8)	(9)	10
	12	13	14	15	16	17
Days of instruction & evaluation	14	16	16	15	14 = 75	15

10.2 Instructional Load Credits

The instructional load for full-time teaching members shall be twelve (12) load credits per semester in Connecticut State University. Except where otherwise provided in this agreement, one (1) class hour of lecture equals one (1) load credit and one (1) class hour of science laboratory, industrial/technical laboratory, physical education laboratory, psychology laboratory or fine arts laboratory equals three-quarters (3/4) load credit except that those laboratories identified pursuant to Article 10.6.4 may carry up to one (1) load credit.

10.2.1 Student Teacher Supervision Credit

Student teacher supervision shall be credited at the rate of one (1) load credit for each two (2) students supervised (Credit for teaching methods courses used concomitantly with student teacher supervision shall be granted pursuant to Article 10.2 and not by this formula.). Such supervision shall at least include:

10.2.1.1 A supervised placement of not less than eight (8) nor more than sixteen (16) weeks;

10.2.1.2 Separate school visitations, responsive to student needs, to observe and confer with each student teacher and cooperating teacher for each placement; and

10.2.1.3 The offering of such activities as seminars, pre-student teaching activities, post-student teaching activities, and/or other related activities agreed to in advance by the appropriate department and appropriate academic Dean.

10.2.1.4 Travel schedules developed for student teacher supervisors shall not impose unreasonable travel requirements on members.

10.2.2 Team-taught Courses

Aggregate load credit for team-taught courses shall be at least the amount called for by the appropriate article above and at most twice that amount, as determined by the department(s) involved in consultation with and upon approval by the appropriate academic Dean. The load credits shall be distributed equitably among the members involved.

10.3 Class Size

The provisions of this section shall not be construed as permitting an increase in traditional class size norms (see Article 5.17.2). Class size will be determined by enrollments at the end of the third (3rd) week of each semester. The purpose of additional credit for instruction of large classes is to insure increased instructor time to meet student needs. Load credit in excess of normal load credits for a three (3) credit-hour course shall be allowed for classes which fall within the following range:

<u>Class Size</u>	Load Credits
41 – 60	Normal Load Credit x (N+ 20) x 1/60
61 – 90	Normal Load Credit x (N+ 60) x 1/90
91 – 200	Normal Load Credit x (N+460) x 1/330

Where N = the number of students enrolled at the end of the third week of classes.

Classes in excess of 200 shall continue to be covered by side letters as appropriate.

Adjustments in load credit for full-time members will be made in accordance with Article 10.5. For part-time members, compensation shall be appropriately adjusted pursuant to Article 12.8.

No class shall have an enrollment in excess of 200 unless appropriate arrangements for support, scheduling and load credit have been made pursuant to the procedures of Article 10.4.

10.4 Side Letters for Specialized Assignment Load Credits

Load credits allowed for specialized assignments such as social work practicum, field experience, nursing clinical practice, coaching, video tape instruction, and instructional student activities will be determined in letters of agreement to be negotiated between the President or designee of the respective universities and CSU-AAUP in consultation with the Chancellor or designee. Unless a request for change is made by either party within ninety (90) days of approval by the General Assembly, existing side letters shall be continued. Existing side letters for which changes are not agreed shall continue in force as past practice. These letters will be affixed to and become part of this contract. A good faith attempt shall be made to negotiate these letters of agreement immediately. No side letter may contradict any provisions of this

agreement without a written waiver from the Chancellor or designee and the President of CSU-AAUP.

10.4.1 Independent Study Direction

Load credit may be granted by the appropriate academic Dean on the recommendation of the department for independent study direction on the basis of one-ninth (1/9) load credit per student for each one (1) hour of academic credit earned by the student, for each semester in which students are directed or supervised, provided that no member shall receive more than three (3) load credits in any semester for such instructional activity, and no member shall receive more than one (1) load credit for any one (1) student.

10.4.2 Master's Thesis Direction

Load credit shall be granted for master's thesis direction as follows:

One half (1/2) load credit when first draft of the thesis or research project equivalent to thesis is submitted to the thesis director, who shall so certify to the Department Chairperson.

One half (1/2) load credit when the thesis is accepted.

The load credit is allowed in lieu of credit any member might receive for working with students in a graduate level course in which thesis preparation is the principal work of the course.

10.4.3 When the University assigns duties to members away from their main university they shall be reimbursed for mileage and other extraordinary expenses in accordance with standard State travel regulations but at GSA rates for mileage. Use of personal vehicles to reach such assignments shall not be unreasonably denied.

10.5 Over/Under Loads

Full-time members having workloads in excess of twelve (12) load credits in any semester shall have an appropriately reduced load within the next three (3) semesters to assure an average workload of twelve (12) load credits. Similarly, full-time members having workloads of less than twelve (12) load credits in any semester that is not due to compensation for prior overloads can have an appropriately increased workload within the next three (3) semesters. A full-time member may not be provided a modified load within three (3) semesters until at least three

(3) excess load credits have been accumulated. Full-time members leaving the bargaining unit with accumulated overload or underload will not be paid for overload nor be asked to reimburse the State for underload. The single exception to the foregoing shall be overload compensation at the appropriate part-time rate for those full-time members who were part-time members in the semester preceding their full-time employment and return to part-time member status in the term following their full-time service, provided the term of full-time service is not more than two (2) years. At the time of scheduling for each semester, department chairpersons shall submit all proposed overloads for the approval of the appropriate academic Dean.

10.5.1 The administration shall maintain records of all faculty load. By the fifth (5th) week of the semester the administration shall have circulated a faculty load report to departments. During the ensuing three (3) weeks the department shall report discrepancies to the officer(s) responsible for the record. A final record of the faculty load shall be issued by the administration, and shall be circulated to departments for posting prior to the twelfth (12th) week of the semester.

10.6 Reassigned Time

10.6.1 Departments shall receive load credit for administrative responsibilities under the following formula: (Full-time equivalent (FTE) department members shall be determined by adding the number of active full-time members of the department on the date specified in Article 12.2.2 and the average number of full-time equivalent part-time members during the fall and spring semesters of the previous academic year.)

FTE Department Members	Load Credits/Semester
1 - 3.99	3.0
4 - 9.99	6.0
10 - 16.99	7.5
17 - 25.99	9.0
26 or more	12.0

The appropriate Dean may allocate additional load credits to a department for unusual additional time demands for specialized departmental functions.

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Such load credits shall normally be assigned to the department chairperson, but may be assigned to other department members with the approval of the appropriate Dean.

Because chairpersons and others who are allocated reassigned time during the academic year for departmental administration have a continuing responsibility, both within and outside of the academic year for department business, the parties agree that ten-month chairpersons shall receive compensation as specified in Article 12.5.5. It is the expectation of the parties that in any significant absence of a department chairperson the chair stipend may be assigned, with the concurrence of the Dean, to an acting chairperson(s), as necessary, at the beginning of the nearest applicable biweekly pay period.

10.6.1.1 Twelve-Month Appointments

The work year for full-time academic year or teaching members may be extended to a 12-month appointment with the member's agreement. Such members shall have an individual job description completed after receiving suggestions from CSU-AAUP. Conversion to a 12-month appointment shall result in the following: Entitlement to a total of twenty-two (22) working days of vacation each calendar year accrued at the rate of 1.83 days per calendar month of service. Employees may take vacation time following the completion of six (6) months of continuous employment in state service. Holidays shall be those enumerated in Article 10.1.1. Salary rate shall be computed by taking 12/10 of the member's academic year salary.

10.6.2 Load Credit for Non-Instructional Work

Additional non-instructional load credit for administrative and quasiadministrative duties performed by full-time members may be assigned by the President or designee. Such designation should follow departmental consultation. In each instance, a written description of the assignment and its duration, including the amount of reassigned load credit, shall be made with copies provided to the member, the chair of the affected department, and CSU-AAUP. Any in-house title attached to such assignment must carry the approval of the President, or designee, prior to use.

10.6.3 No full-time teaching member of the bargaining unit shall teach fewer than three (3) load credits per academic year.

At the discretion of the President or designee following an advisory system established by the Chief Academic Officer, full-time members may be awarded reassigned time for research purposes or for supplementary laboratory credit of up to one quarter (1/4) load credit for each class hour of each laboratory selected. Total allocations for research shall be no less than sixty percent (60%) of the minimum credits allocated and for supplementary laboratory credit, no less than twenty-five percent (25%).

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Load credits allocated for this purpose shall be no less than:

Institution	Work Load Credits Per Semester
CCSU	108
ECSU	36
SCSU	108
WCSU	43
Total	295

No individual may be awarded more than six (6) load credits per semester under this provision.

10.6.5 Reassigned Time for Curriculum Development, Faculty Development, and Instructional Enhancement

At the discretion of the President or designee, full-time members may be awarded reassigned time for curriculum development, faculty development, or instructional enhancement. The following are the definitions for each of these categories:

Faculty Development – workshop, symposium, conference, acquiring new skills related to discipline or necessary for new technology, licensing, certification.

Curriculum – academic program review, revision of majors, work on interdisciplinary programs, major revision of courses, creation of new courses, program academic development, transition of curriculum to new technologies, workshops on instructional matters (internal), program accreditation.

Instructional Enhancement – theatre/show/radio station/planetarium/ studio/weather center direction, team teaching coordination, publication editor, honors program direction, academic program/center/institute direction and coordination, grants coordination, field experience coordination, advisement center direction, Graduate Council, coordinating majors, adaptive technology supervision, coordination of student teaching supervision, academic grant development or administration.

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Load credits allocated for these purposes shall be no less than:

Institution	Work Load Credits Per Semester
CCSU	132
ECSU	64
SCSU	132
WCSU	87
Total	415

10.7 Scheduling of Classes

Recommended scheduling of classes shall be submitted by the department to the appropriate academic Dean. Conflicts in schedules shall be resolved by the appropriate academic Dean or Chief Academic Officer working cooperatively with the department Chairperson.

10.7.1 No member with a class, university or department assignment after 6:00 p.m. on one day shall be given any assignment prior to 9:00 a.m. on the next day without the member's consent.

10.7.2 Whenever possible, instructional activities shall not be canceled without prior consultation with the department Chairperson.

10.8 Part-time Faculty Percentage

10.8.1 Both parties agree that the part-time percentage for a particular university as defined in Article 10.8.2 should not be more than twenty percent (20%). However, a University may exceed the twenty percent (20%) goal by one percent (1%) for 2007-2008, 2008-2009, 2009-2010 and 2010-2011.

10.8.2 The part-time percentage for a particular university shall be computed by multiplying by one hundred (100) all load credits earned by part-time members (excluding all part-time load credits attributable to sabbatic leave, sick leave, retraining coverage, research load credit, and all reassigned time for full-time members) divided by the aggregate faculty load credits for the particular university based upon the data for the particular academic year.

10.8.3 Each May during the life of this Agreement, the Board shall provide CSU-AAUP with a report on each university's use of part-time faculty for the academic year.

10.9 Office Hours

Teaching members are expected to be available to meet their obligations and confer with their students outside of class. Each full-time teaching member shall be required to hold office hours appropriate to the needs of their students and their academic discipline. Each full-time teaching member shall schedule and hold at least five (5) office hours per week each semester. These office hours shall be scheduled in agreement with the department Chairperson on at least three (3) teaching days per week at times reasonably convenient for students. Such hours shall be posted on the appropriate departmental office bulletin board and reported by the department Chairperson to the appropriate academic Dean or Chief Academic Officer. If in the judgment of the Dean, the reported hours do not meet the standard above, the Dean may require that the Chairperson establish appropriate office hours. Alternate office hour arrangements for full-time teaching members with substantial off campus loads, or with alternate duties, may be made with the approval of the Chief Academic Officer. Office hour requirements may be temporarily increased by the appropriate academic Dean during registration periods.

The Board and CSU-AAUP agree that all students will be given adequate advising by members during registration and throughout the school year to assure the pursuit of sound educational objectives.

Part-time faculty shall make reasonable efforts to advise and counsel their students as needed.

10.10 Reassigned Time for Supported Research

Reassigned time for supported research may be in the amount of one (1) load credit for each \$1,000 of indirect cost funds generated by the research up to a maximum of nine (9) load credits of reassigned time per semester except where granting agencies or similar agents require greater reassigned time as a condition of consideration in the grant proposal and for which the institution has agreed and for which it is compensated. Such reassigned time may be used to fulfill the matching funds requirement as now stipulated by many granting agencies. However, reassigned time may be granted by the appropriate academic

Dean after consultation with the department chairperson in support of otherwise non-supported research.

10.11 Grants with Outside Agencies

During the fall and spring semesters, outside agencies may purchase up to nine (9) load credits of a full-time member's workload, except where granting agencies or similar agents require greater purchased time as a condition of consideration in the grant or contract proposal and to which the institution has agreed and for which it is compensated.

10.12 Compensation for Other Activities

Compensation may be awarded to full-time members for such contract/ grant activities as seminars, workshops, conferences, institutes, community programs, curriculum development and evaluation of such activities not officially part of the approved university curriculum. Provision of services enumerated above that do not interfere with a member's normal workload shall be excluded from the workload provisions of this Agreement.

10.12.1 Duties with No Load Credit

Bargaining unit duties involving no load credit that are within the University but other than normal assignments may be offered to fulltime members up to a total of 135 hours per semester (prorated for intersession or summer session as appropriate). Compensation for each 45 hours of work shall be one load credit at the compensation rates listed in Article 11.

10.13 Outside Teaching Employment

Full-time members shall not accept outside teaching employment during the fall and spring semester with any other higher education institution without the express written approval of the president.

10.14 Other Outside Professional Activities of Full-time Members

Faculty professional activity outside the university often is useful in maintaining and enhancing competence. However, the major responsibility for full-time members during the academic year is to the University. During the time available beyond their specific assigned responsibilities, full-time members may engage in other activities provided such activities do not constitute a conflict of interest as defined by CGS 1-84 - 85 and are not so excessive as to detract from University

duties. The parties agree that such conflicts of interest and such excessive amounts of outside activity are unacceptable.

10.15 Distance Learning and Education Technology

As an incentive to development of courses to be delivered at a distance and/or courses which significantly incorporate the use of educational technologies in the delivery of such courses, such as but not limited to, interactive multimedia and computer modeling programs, faculty members preparing the first offering of such a course may receive additional load credit not to exceed the total credits for the course for such development. Such load credit may be part of the member's regular load during the academic year or part of a summer or intersession assignment compensated pursuant to Article 11.2. The member shall receive the normal load credit for teaching the course unless the members and the appropriate dean expressly agree otherwise for compelling reasons.

The class size requirements of Article 10.3 shall apply to the delivery of distance learning courses. It is acknowledged, however, that issues related to transmission and other associated costs will play a significant role in determining minimum class size.

Intellectual property which may be developed pursuant to this article shall be governed by current statutes and practices.

The parties agree that modifications to this Article may be necessary. As a result of changing technologies and the nature of the program and any agreed upon changes will be incorporated by reference in this agreement.