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**PROPOSAL FROM THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
TO THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT
October 6, 2022**

The collective bargaining proposal presented herein by the Pasadena Area Community College District to the Pasadena City College Faculty Association and is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**ARTICLE 5
WORKING CONDITIONS**

5.1 CLASS OR STATION ASSIGNMENTS

5.1.1 Unit members shall meet assigned classes or report to established work stations at the times and places scheduled.

5.1.2 Unit members shall report absence to the division office at the earliest possible time prior to the start of assigned duties.

5.1.3 The first duty day of the semester will be the first business day prior to the scheduled start of Fall classes in the semester.
[From 5.6.1, as modified.]

5.2 COLLEGE POLICY, REGULATIONS AND PROCEDURES

Unit members shall observe College policy, regulations and procedures. Such policy, regulations and procedures include, but are not limited to, the areas of grading, attendance, class records, textbook selection, conference attendance, instructional trips, guest speakers, political activities, prohibited instruction, tutoring for pay, release of confidential information and academic freedom.

5.3 INSTRUCTION

Classroom instructors shall:

5.3.1 Establish objectives of classes, plan and organize instruction (such as lesson plans, reading lists, assignments schedule, methods of evaluation) to meet these objectives, and administer examinations or assignments in accordance with a set of objectives and with other specifications defined in the course outline of record.

5.3.2 Inform classes via a syllabus about course objectives, **office hours**, student learning outcomes, course content, attendance expectations, examinations or assignments, and the basis for assigning grades. The syllabus should be emailed or otherwise provided to **students and** the Division Office **by the end of** the first week of the class.

52 5.3.3 Participate in the assessment of student learning outcomes and to report the
53 results of class assessments according to mutually agreed upon established
54 procedures. All faculty are responsible for assessing and reporting student
55 learning outcomes for all courses, including overload, summer, and
56 intersession. All full-time faculty members are expected to participate in the
57 development and submission of related reports and to integrate results of
58 assessments into comprehensive program review and annual updates.

59
60 5.4 GENERAL

61 Bargaining Unit members are responsible to:

62
63
64 5.4.1 Participate in a range of professional activities related to their assigned duties
65 each semester, including: Curriculum development and College governance,
66 if in **contract full-time** status; hiring committees and other District-sanctioned
67 committees; department meetings; participation in discipline specific
68 organizations (e.g., boards, advisory groups, etc., both internal and external);
69 grant writing or research and writing of an academic nature that benefits
70 teaching, learning, or counseling; serving on accreditation site teams; inter-
71 department collaboration projects; coordination with K-12 and other
72 institutions of higher learning; faculty mentoring; attendance at professional
73 conferences and trainings that benefit the functions of the District or teaching,
74 learning, or counseling; attending board meetings; advising student clubs;
75 community outreach, student recruitment efforts, public relations events for
76 the benefit of the District; and fundraising and soliciting donations for benefit
77 of the foundation or students clubs.

78
79 Members shall have the ability to determine the above professional
80 responsibilities in which they meet this obligation. Other activities that benefit
81 the District or college or that improve teaching, learning, or counseling shall
82 constitute professional responsibilities by mutual agreement between the Unit
83 Member and the immediate supervisor.

84
85 Overload and extra duty assignments do not relieve a full-time faculty
86 member of meeting professional responsibilities associated with their normal
87 load as set forth in this article.

88
89 5.4.2 Maintain currency in areas of specialization.

90
91 5.4.3 Perform those duties normally associated with his/her assignment.

92
93 5.5 NON-TEACHING FACULTY

94
95 5.5.1 The assignment of a full-time, non-teaching member of the unit shall be one
96 hundred seventy-six (176) duty days per fiscal year, thirty-five hours per
97 week, plus five (5) hours per week for professional growth and development,
98 College governance and other professional responsibilities.

99
100 The assignment of an eleven-month full-time, non-teaching member of the
101 unit shall be one hundred ninety-eight (198) days per fiscal year, thirty-five
102 hours per week, plus an additional five (5) hours per week for professional

103 growth and development, College governance and other professional
104 responsibilities.

105
106 The assignment of a twelve-month full-time, non-teaching member of the unit
107 shall be two-hundred-twenty (220) days per fiscal year, thirty-five hours per
108 week, plus an additional five hours per week for professional growth and
109 development, College governance and other professional responsibilities.

- 110
111 5.5.2 The non-teaching assignment of a non-teaching member of the unit who has
112 a classroom assignment shall be reduced by an amount proportional to the
113 percent of full-time teaching assignment of the classroom assignment.

114 5.6 TEACHING FACULTY – CREDIT COURSES

- 115
116
117 5.6.1 The assignment for a full-time, classroom instructor of credit classes shall be
118 one hundred seventy-six (176) duty days per fiscal year, thirty-four (34) hours
119 per week consisting of a combination of in-class teaching and preparation for
120 teaching ~~seventeen (17) hours of classroom teaching, seventeen (17)~~
121 ~~hours of class preparation and grading,~~ plus five and one half (5.5) hours
122 of additional time for student conferences, plus five and one half (5.5) hours
123 for professional growth and development, College governance and other
124 professional responsibilities. The first duty day will be the first business
125 day prior to the start of the Fall classes.
126 [Moved to 5.1.3, as modified.]

127
128 The assignment for an eleven-month full-time, classroom instructor shall be
129 one hundred ninety-eight (198) days per fiscal year, thirty-four (34) hours per
130 week consisting of a combination of in-class teaching and preparation for
131 teaching ~~seventeen (17) hours of classroom teaching, seventeen (17)~~
132 ~~hours of class preparation and grading,~~ plus five and one half (5.5) hours
133 of additional time for student conferences, plus five and one half (5.5) hours
134 for professional growth and development, College governance and other
135 professional responsibilities.

136
137 The assignment of a twelve-month full-time, classroom instructor shall be
138 two-hundred- twenty days (220) days per fiscal year, thirty-four (34) hours per
139 week consisting of a combination of in-class teaching and preparation for
140 teaching ~~seventeen (17) hours of classroom teaching, seventeen (17)~~
141 ~~hours of class preparation and grading,~~ plus five and one half (5.5) hours
142 of additional time for student conferences, plus five and one half (5.5) hours
143 for professional growth and development, College governance and other
144 professional responsibilities.

145
146 First year contract (probationary) and temporary faculty shall have two (2)
147 additional days of assignment for orientation prior to the first duty day.
148 [THESE CHANGES WERE NOT IN PCCFA'S PROPOSAL ON 8/11/2022.]

- 149
150 5.6.2 All overload/hourly assignments are in excess of contractual
151 obligations. Except for the welfare of the College, no contract or regular
152 faculty member shall have a total overload or hourly assignment
153 exceeding an average of nine (9) hours per week in any semester,

154 unless a single assignment exceeds this amount. Exceptions to the
155 nine (9) hour assignment must be recommended by the Division Dean
156 and approved by the Vice President for Instruction.
157 [Moved from Article 5.10.4 (a and b).]
158

159 **5.6.3** CONFERENCE HOURS
160

161 5.6.~~32~~.1 Full-time unit members shall schedule their five and one half (5.5)
162 student conference hours on no fewer than three (3) different days
163 per week. Unit members on reduced load or reassignment shall
164 have their conference hours reduced by a percentage equivalent to
165 their reassignment or reduction in load. Unit members on reduced
166 load shall schedule student conference hours on no fewer days than
167 one less than the number of required conference hours. Conference
168 hours will be held between the hours of 6:00 a.m. and 10:00 p.m.
169 unless otherwise approved by the Division Dean. No single
170 conference period shall be less than thirty (30) minutes in length.
171 Conference hours will not be scheduled between 12:00 p.m. and
172 1:00 p.m. on Tuesdays or Thursdays and will not be scheduled to
173 conflict with the instructor's class assignments. Conference hours
174 shall be held in the unit member's office, a laboratory facility readily
175 accessible to students, or other location approved by the unit
176 member's immediate supervisor and based on a schedule posted no
177 later than the first Monday following the opening of a semester.
178

179 ~~5.6.3a~~ Faculty will have the option to conduct up to 80% of their 5-5
180 office hours remotely.
181

182 5.6.~~32~~.2 During the final examination period, required conference hours may
183 be scheduled in a pattern appropriate to the faculty member's final
184 examination schedule and student needs. A copy of the revised
185 office hours and final examination schedule shall be posted, and a
186 copy shall be submitted to the division dean.
187

188 5.6.~~43~~ Unless excepted by this Agreement, the classroom assignment for a full-time
189 instructor of credit classes shall be a minimum of thirty (30) lecture hour
190 equivalent (LHE) per year, with the general expectation of there being 15
191 LHE per semester. An LHE is based on one lecture hour per week for a full
192 semester (18 weeks). For a 16-week compressed academic calendar, the
193 actual hours of instruction or service shall be calculated at the rate of 1 LHE =
194 1.13 lecture hours.
195

196 5.6.~~43~~.1 Unless excepted by this Agreement, each hour designated in the
197 College Catalog as lecture shall be given credit as (1) LHE.
198

199 5.6.~~43~~.2 Unless excepted by this Agreement, each hour designated in the
200 College Catalog as laboratory shall be given credit as 0.75 LHE.
201

202 5.6.~~43~~.3 Unless excepted by this Agreement, each hour designated in the
203 College Catalog as activity shall be given credit as 0.87 LHE.
204

205 5.6. ~~43~~.4 Each hour designated in the College Catalog as laboratory in a
206 Physical Education Activity course shall be given credit as 0.7143
207 LHE.
208

209 5.6. ~~43~~.5 Each hour designated as field practice shall be given 0.200 LHE.
210

211 5.7 LOAD BALANCING

212
213 In the event that a faculty member's schedule is less than 100% of a full-time load in
214 a primary term, that faculty member shall either: 1) be scheduled for an additional
215 class or assignment during the primary term and paid at their hourly/overload rate for
216 hours in excess of 100% of a full-time load; or 2) be assigned additional classes or
217 assignments to balance teaching loads across both terms (Fall & Spring semester) to
218 equal 100% of an annual full-time load. Hours in excess of 100% of a full-time load
219 shall be paid at the faculty member's hourly/overload rate; or 3) if the faculty member
220 refuses to be assigned overload in either semester, the faculty member shall receive
221 a pro-rata pay reduction for the amount below 100% of an annual full-time load for
222 the academic year.
223

224 5.7.1 The classroom assignment for a full-time instructor of credit classes in a block
225 program shall be twenty (20) hours per week. A "block program" is an
226 occupational program which generally involves both lecture and laboratory
227 components, and is generally offered in 4-hour blocks.
228

229 5.7.2 The determination of classroom assignments for a full-time instructor of credit
230 classes in ~~those the~~ divisions ~~below shall, such as Natural Sciences,~~
231 ~~which~~ have ~~an established a practice of the following lab parity (where~~
232 ~~the laboratories are equivalent to lecture ratioclasses for the purposes~~
233 ~~of load) and class size in lecture sections shall be continued leveling~~
234 ~~assignments based on lecture and laboratory components and also on~~
235 ~~class size in lecture sections, such as Natural Sciences.;~~
236

<u>Assignment</u>	<u>Lecture</u>	<u>Lab</u>
<u>Natural Science</u>	<u>1.0</u>	<u>1.0*</u>
<u>Nursing</u>	<u>1.0</u>	<u>1.0 0.9</u>
<u>Dental Hygiene</u>	<u>1.0</u>	<u>0.83</u>
<u>Dental Assistant</u>	<u>1.0</u>	<u>0.78</u>
<u>All others</u>	<u>1.0</u>	<u>0.75</u>

243
244 * Subject to double lecture size and instructing an additional hour per
245 week.
246

247 5.7.3 The determination of classroom assignments for a full-time instructor of credit
248 classes in an open-lab environment in those divisions which have established
249 such an environment shall be continued. An "open-lab" environment is one in
250 which, though there may be some group instruction, the primary role of the
251 instructor is to provide direction and assistance on an individual basis.
252

253 5.8 PART-TIME FACULTY – CREDIT COURSES

254
255 5.8.1 Part-time faculty should be paid comparable to contract full-time faculty for

256 the same responsibilities. Achieving the goal of comparable pay for
257 comparable work means that the District has reached parity. In years where
258 faculty receive increases, the parties agree in negotiations to work towards
259 parity by ensuring that part-time faculty receive a higher percentage increase
260 than full-time faculty.
261

262 5.8.2 Comparable work for **contract full-time** and part-time faculty is defined as
263 classroom teaching, class preparation and grading, advising students, and
264 assessment work.
265

266 5.8.3 A **contract full-time** faculty weekly teaching load is defined as 17 **LHEhours**
267 **of classroom teaching, except in Natural Sciences where the weekly**
268 **load is 18 LHE**, 17 hours of class preparation and grading, 5.5 hours of
269 student advisement, and 5.5 hours of college service. Therefore, **contract**
270 **full-time** faculty members spend 39.5 out of a 45-hour workweek, or 87.5%
271 of their load on comparable work to that of part-time faculty.
272

273 5.8.4 Part-time parity, therefore, is defined as 87.5% of the responsibilities of a
274 **contract full-time** faculty member. Part-time faculty members are not
275 responsible for college service.
276

277 5.8.5 The Association and the District will conduct further negotiations to determine
278 how the parity percentage is applied to the various salary schedules on which
279 faculty are paid on an hourly basis, and how any increase in part-time salary
280 is computed in relation to the goal of parity.
281

282 Parity Formula – Parity formula shall be calculated on a full-time faculty
283 spending 39.5 hours per week out of 45 hours per week on comparable
284 duties as part-time faculty or 87.8% per week of their time on the same duties
285 as Part-Time Faculty. (39.5/45=87.8%).
286

287 5.8.6 Office Hours – Part-time faculty will be paid for ~~eight (8)~~ **fourteen (14) the**
288 **following** office hours per semester at the employee's hourly rate **for each**
289 **assigned lecture hour:**
290

<u>Lecture Units</u>	<u>Office Hours</u>
<u>3 up to 5</u>	<u>810 hours</u>
<u>5 up to 8</u>	<u>1012 hours</u>
<u>More than 8</u>	<u>1214 hours</u>

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295
296 . Scheduling of such office hours will be subject to the approval of the
297 applicable dean and listed on the course syllabus. Office hours will be held on
298 no less than four days, and no shorter than one-half hour per day. Office
299 hours will be considered as professional ancillary activities, and as such, will
300 not be counted for purposes of calculating eligibility for contract or regular
301 status under the Education Code. (See Educ. Code §§ 87482.5, 87884).
302

303 **5.8.6a Part-Time faculty will have the option to conduct their office**
304 **hours remotely.**
305

306 **The parties agree to reopen Article 5.8.6 annually for term of the**

307 Agreement.

308
309 5.9 TEACHING FACULTY – NONCREDIT CLASSES

310
311 5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per
312 fiscal year, forty-five (45) hours per week consisting of ~~twenty-five (25)~~
313 **twenty-three (23)** teaching hours, ~~twelve (12)~~ **thirteen (13)** preparation
314 hours, four **(4)** office hours, and ~~four (4)~~ **five (5)** hours for governance and/or
315 professional development. First-year contract (probationary) and temporary
316 faculty shall have two (2) additional days of assignment for orientation.

317
318 The eleven-month full-time non-credit load shall be one hundred ninety-eight
319 (198) days per fiscal year, forty-five (45) hours per week consisting of twenty-
320 five (25) teaching hours, twelve (12) preparation hours, four **(4)** office hours,
321 and four (4) hours for governance and/or professional development. First-
322 year contract (probationary) and temporary faculty shall have two (2)
323 additional days of assignment for orientation.

324
325 The assignment of a twelve-month full-time, non-credit member of the unit
326 shall be two- hundred-twenty days (220) days per fiscal year, forty-five (45)
327 hours per week of twenty- five (25) teaching hours, twelve (12) preparation
328 hours, four **(4)** office hours, and four (4) hours for governance and/or
329 professional development. First-year contract (probationary) and temporary
330 faculty shall have two (2) additional days of assignment for orientation.

331
332 **Faculty will have the option to conduct up to 80% of their 5-5 office**
333 **hours remotely.**

334
335 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled.
336 This requirement shall include travel time between two sites when teaching
337 assignments for a given day are on more than one campus.

338
339 5.9.3 **All overload/hourly assignments are in excess of contractual**
340 **obligations. Except for the welfare of the College, no contract or regular**
341 **faculty member shall have a total overload or hourly assignment**
342 **exceeding an average of nine (9) hours per week in any semester,**
343 **unless a single assignment exceeds this amount. Exceptions to the**
344 **nine (9) hour assignment must be recommended by the Division Dean**
345 **and approved by the Vice President for Instruction.**
346 **[Moved from Article 5.10.4 (a and b).]**

347
348 **5.9.4** Those affected employees on less than 100% **contract** assignment shall
349 serve the pro rata hours to those in sections 5.5.1 and 5.5.2.

350
351 5.10 CLASS SCHEDULES **SCHEDULING-INSTRUCTIONAL**

352
353 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve
354 schedules that equitably distribute the number of class preparations that
355 faculty members must do for lecture or laboratory classes. The District will
356 make a reasonable effort to establish assignments requiring no more than
357 three (3) preparations.

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5.10.2 *To the fullest extent practicable*, Division Deans shall solicit and consider faculty requests prior to establishing both the proposed and final class schedules. Additional consultation with affected faculty shall be attempted whenever schedule changes must be made after publication of the final class schedule.

5.10.3 The District may permit the scheduling of classes or assignments in less than a five-day period when such scheduling is appropriate and in the best interest of the instructional program and is requested by the faculty member.

5.10.4 When establishing Intersessions **and hourly/daily**-teaching schedules, Division Deans shall consider the qualifications, training and experience of the persons available to teach a class, **and among instructors for whom these factors are substantially equal, contract instructors shall receive preference for such assignments** and reasonable attempts shall be made to equitably distribute such assignments.

a. ~~**All overload/hourly assignments are in excess of contractual obligations.**~~

b. ~~**Except for the welfare of the College, no contract or regular faculty member shall have a total overload or hourly assignment exceeding an average of nine (9) hours per week in any semester, unless a single assignment exceeds this amount. Exceptions to the nine (9) hour assignment must be recommended by the Division Dean and approved by the Vice President for Instruction.**~~

[**\[Moved to Article 5.6.2 and 5.9.3 above.\]**](#)

c. ~~**Intersession teaching assignments may not exceed the semester equivalent to **eleven (11) hours per week 67% of a full-time faculty member's load during the primary term (Fall/Spring), based on the new language referenced in Article 5.6.1, unless approved by the Vice-President of Instruction.****~~

bd. Intersession Hourly Paid Faculty – Credit and Non-credit. Payment for Board- approved or legal holidays is authorized for each Intersession's credit classes if these classes would normally be scheduled on those days. In any case the maximum number of hours to be contracted will be equivalent to the hours per week the class would meet in a regular semester. Payment for the July 4 holiday is authorized for non-credit classes if those classes would normally be scheduled on that day.

5.10.5 The District will make an effort to avoid faculty schedules that include consecutive late night and early morning class assignments or early morning and late night assignments on the same day.

5.10.6 The assignment of independent study students to unit members will be on a completely voluntary basis.

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5.11 SCHEDULING NON-INSTRUCTIONAL

5.11.1 In establishing schedules, Division Deans shall attempt to achieve schedules that equitably distribute the number of service hours that non-teaching faculty members must do to meet their load.

a. Division Deans shall solicit and consider faculty requests prior to establishing the proposed and final service schedules.

b. The district may permit the scheduling of service hours in less than a five-day period when such scheduling is appropriate and in the best interest of the instructional program and is requested by the faculty member.

c. The District may permit the scheduling of service hours remotely for 2 1 or more scheduled days of service if requested by the faculty member.

5.11.2 Schedule Change. Any changes to a non-instructional faculty's schedule (beginning and ending times) can only occur if the District gives the faculty member reasonable advance 10 business days fourteen (14) calendar days' notice under the circumstances.

5.124 CLASS SIZE

5.124.1 Classes may be canceled due to insufficient enrollment at the discretion of the Division Dean (in accordance with the Vice President of Instruction) and in accordance with ~~by following the~~ Office of Instruction current practices.:

~~a. Approximately four (4) weeks prior to the start of classes each semester, the Dean of Academic Affairs will distribute a daily report of all courses that are less than 40% enrolled to the Instructional Deans. The Dean of Academic Affairs shall convene a meeting with each Instructional Dean to review low enrolled classes and make some tentative cancellation decisions.~~

~~b. The Instructional Dean shall notify the affected faculty of low enrolled classes four weeks prior to the start of classes.~~

~~c. If necessary, the Instructional Dean may choose to work with the faculty member to promote the low enrolled course. The Instructional Dean will notify the Associate Dean of Counseling and Student Success of courses being promoted for further enrollment.~~

~~d. Two (2) weeks before the beginning of the class, the Dean of Academic Affairs and Instructional Dean will convene a meeting to determine if any classes should be canceled that are less than 50% enrolled of the class limits (NCNs). (Exceptions to this process include class section limits lowered due to facility constraints. The applicable NCN defaults to the classroom size).~~

460
461 ~~**e. If an analysis determines no upward enrollment trends, Instructional**~~
462 ~~**Deans may also delay cancellation decisions due to extenuating**~~
463 ~~**circumstances such as assessment or audition requirements.**~~

464
465 ~~**f. If the canceled class is part of a full-time instructor's teaching load,**~~
466 ~~**the Instructional Dean will re-assign the instructor to another similar**~~
467 ~~**class, if available. Contract Full-Time instructors receive priority**~~
468 ~~**(Union Contract Section 5.6.4) for intersession**~~
469 ~~**assignments. Cancellation procedures also apply to these**~~
470 ~~**intersession assignments.**~~

471
472 ~~**g. The Instructional Deans' staff shall notify the students of the class**~~
473 ~~**cancellation and assist the students with information of other open**~~
474 ~~**sections.**~~

475
476 ~~**Note: Classes may be exempt from cancellation if the Instructional**~~
477 ~~**Dean determines the course is critical to a major fulfillment of a**~~
478 ~~**certificate or program completion**~~

479
480 Whenever feasible, classes will be scheduled in rooms with capacities that
481 match section class limits. In specific cases where room capacity is greater
482 than a section's class size limit, the class size limit will not be raised unless
483 agreed upon as per the LGI process (See section 5.7.2). In specific cases
484 where room capacity is less than the section class size limit, the class size
485 limit will be set at room capacity. In situations in which the room size varies
486 by more than 10% from the class size limits, area Deans will offer sections of
487 the same course to faculty in a fair and equitable manner.

488
489 An effort will be made in the hospital clinical setting in the registered nurse
490 program to reduce the student- faculty ratio from 12:1 to 10:1.

491
492 5.124.2 LARGE GROUP INSTRUCTION ("LGI")

493
494 5.124.2.1 The District may, at its discretion, offer course sections in a Large
495 Group Instruction (LGI) format with closing numbers that exceed the
496 Normal Closing Number (NCN) for the course as maintained in the
497 college's curriculum inventory.

498
499 5.124.2.2 Assignments to LGI classes will be subject to the following
500 conditions:

- 501
502 a. Assignment is voluntary. At the time of schedule building,
503 Division Deans solicit and consider faculty requests to teach
504 LGI sections as well as room availability and student demand.
505 Once the schedule has been established, the Division Dean, in
506 consultation with faculty members, may convert sections to
507 LGI format based on student demand and room availability.
508 LGI offerings are subject to approval of the Vice President of
509 Instruction or designee. For a section to be eligible for LGI
510 compensation, the Vice President of Instruction or designee,

511 Division Dean, and faculty member must sign the appropriate
512 form.

513
514
515 b. Instructors of LGI classes will receive additional compensation
516 in the form of a stipend. The stipend will be based upon the
517 total student enrollment, at the census date, compared to the
518 normal class closing number (NCN), expressed as a
519 percentage, as described below:

520
521 110% to 150% of NCN = \$900 stipend 151% to 200% of NCN
522 = \$1800 stipend 201% to 250% of NCN = \$2700 stipend 251%
523 to 300% of NCN = \$3600 stipend 301% to 350% of NCN =
524 \$4500 stipend 351% and above = \$5400 stipend

525
526 For example, if the NCN is 50, a full-time instructor would
527 receive a stipend of \$1800 if the class size were 100 students,
528 \$3600 if the class size were 150 students, and \$5400 if the
529 class size were 200 students.

530 c. The District will provide for instructional assistants when
531 requested by the instructor, to assist with roll-taking and
532 grading and other related duties, as follows:

533
534 133% to 199% of NCN = 3 hours/week
535 200% to 299% of NCN = 6 hours/week
536 300% and above = 9 hours/week

537 538 5.132 FLEXIBLE CALENDAR PROGRAM

539
540 A flexible calendar program consists of the replacement of instruction time (i.e. flex)
541 that can be taken within the academic calendar for professional development. The
542 Calendar Committee will recommend a calendar with the scheduled FLEX days per
543 year not to exceed (2) days in total. These days can be taken as a full workday or
544 incrementally until the total number of hours accumulate to meet the employee's
545 FLEX obligation.

546 547 5.132.1 FLEX ADVISORY COMMITTEE

- 548
549 1. The FLEX Advisory Committee, a sub-committee of the College
550 Council Professional Development Committee, will plan, implement,
551 and assess activities for on-campus professional development (FLEX)
552 days.
553
554 2. One Faculty Association Executive Board member will be a member
555 of the FLEX Advisory Committee.
556

557 5.132.2 FLEX OBLIGATION

- 558
559 1. Full-time faculty obligation is 12 hours (2 days) of FLEX. **The Fall**
560 **FLEX Day will be the first business day prior to the start of Fall**
561 **and Spring classes . The Spring FLEX day may be scheduled on**

562 **the first business day prior to the start of Spring classes or**
563 **another day during the Spring Semester if approved by the**
564 **calendar committee. Unit members must attend the Fall FLEX**
565 **day as part of their faculty obligations.** Full-time faculty may **also**
566 fulfill **the remainder** their annual FLEX obligation by one of two
567 methods:

568
569 a. Attending **the following scheduled Spring** on-campus FLEX
570 Day~~s~~

571
572 **i. The Fall FLEX Day will be the first business day**
573 **prior to the start of the Fall classes.**

574
575 **ii. One day will be scheduled during the 4th week of**
576 **Spring, unless recommended otherwise by the**
577 **Calendar Committee.**

578
579 OR

580
581 b. Completing equivalent flexible (in-lieu) FLEX hours equal to
582 the annual obligation as listed in the most recent Guidelines
583 for the Implementation of the Flexible Calendar Program
584 (currently April 2007 [NOTE: pages 15 – 19]) and Title 5
585 section 55726. A list of such activities will be made available in
586 the college's FLEX guidelines.

587
588 2. The obligation for faculty on reduced workloads is twelve (12) hours
589 multiplied by the faculty member's percent teaching load. Completion
590 of activities referenced in 1.2.1a and b above shall fulfill FLEX
591 requirements for faculty on reduced workloads.

592
593 3. Hourly Faculty (part-time and full-time overload):

594
595 a. **Hourly faculty shall have a FLEX obligation equivalent to**
596 **their relative load on the day of the FLEX, as reflected by**
597 **their schedule.**

598
599 **For example, hourly faculty scheduled for three units on**
600 **Fridays shall be required to complete 3 hours of FLEX if**
601 **the FLEX day occurs on Friday. [5 C.C.R. § 55726.]**

602
603 **NOTE: PCCFA's contention that 5 C.C.R. 55726 has no**
604 **application to FLEX appears to be contrary to several community**
605 **college districts and the State Chancellor's Office:**

606
607 **CALIFORNIA CHANCELLOR'S OFFICE – Flexible Calendar**
608 **Program 2020-21 Certification (FC-001):**

609
610 **Signatures indicate this college is in compliance with the**
611 **following requirements of title 5, sections 55726, 55728,**
612 **and 55730:**

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- **Agreements and records are maintained for each employee who performs flex activities in lieu of classroom instruction. The number of hours of flex activities is at least equal to the classroom hours from which the employee is released, plus associated hours of out-of-classroom responsibilities (55726).**

<https://www.cccco.edu/-/media/CCCCO-Website/Files/Educational-Services-and-Support/Flexible-Calendar/fc-001-flex-calendar-cert-form-2020-21-a11y.pdf?la=en&hash=9056B6390A52C41BEA2C60D431D055497FCB4616>

LACCD –

— **The purpose of the flexible calendar program is to provide time for faculty (full-time and part-time) to participate in development activities that are related to “staff, student, and instructional improvement” (Title 5, section 55720). The AFT agreement designates five professional development days for which instructors are paid, but for which no actual classroom instruction takes place. Therefore, by participating in professional development (flex) activities, “the instructor will perform in lieu of classroom instruction” (Title 5, section 55726).**

<https://portal.lasc.edu/as/ProfGwthCom/SitePages/Flex%20Information.aspx>

CANYONS:

Do Full-Time Faculty have a FLEX Obligation?

— **Yes. Based on the law (Title 5, section 55726b and 55728) each faculty member is obligated to complete 41 hours of FLEX activities per academic year. FLEX activities must not overlap with any accountable hours during the regular academic term or special assignments for which the faculty members are regularly compensated. Faculty members can meet their FLEX obligation by attending or participating in scheduled and/or unscheduled activities. Unscheduled activities can account for a maximum of 50 percent (20.5 hours) of the FLEX obligation.**

— **FLEX credit is the States way of ensuring that faculty are engaging in professional development activities equivalent to the amount of time they would be spending in class without a FLEX program. One hour of time spent on professional**

664 development equals one hour of FLEX credit. As
665 allowed by Title V, FLEX days are set aside in the
666 academic calendar for faculty to participate in
667 professional development activities related to staff,
668 student, and instructional improvement. At COC,
669 full time faculty have an obligation of 41 FLEX
670 hours per year. FLEX time is in lieu of instructional
671 time. All faculty members are paid the 41 hours in
672 advance assuming you will complete your
673 obligation. Any hours that are not completed by the
674 June 30th deadline will be docked from your
675 October paycheck. Please note that docked hours
676 are deducted from your annual STRS service
677 credit.

678 <https://www.canyons.edu/administration/pd/about/flex-faq.php>

679
680 SANTA BARBARA CCD – AP 7160 PROFESSIONAL
681 DEVELOPMENT:

682
683 Faculty Professional Development (Flex) Obligation

684
685 The Flexible Calendar Program allows the District to
686 designate a specified number of days each semester for
687 professional development (flex) activities in lieu of
688 teaching (Title 5, § 55720, § 55726) and work assignments.

689
690 [....]

691 Part Time Instructional Faculty Obligation

692
693 Part time instructional faculty are being paid to teach a
694 class that has been reduced, due to the 16-week calendar,
695 in the number of meeting days and therefore a flex
696 obligation is due. The flex obligation shall be a 1:1
697 calculation based upon the lecture hours or lab hours
698 recorded in the Course Outline of Record for the course
699 and coded into Banner as the “Contact Hours” for the
700 section being taught. This obligation must be completed
701 within the contract semester.

702
703 Part Time Educational Support Faculty Obligation

704
705 The flex obligation for Part Time Educational Support
706 Faculty Obligation shall be a 1:1 calculation based on the
707 number of TLU’s worked per semester. For example, for
708 Part Time Educational Support Faculty who work 10 TLUs,
709 they will have a flex obligation of 10 hours. This obligation
710 must be completed within the contract semester.

711
712 [https://www.sbccc.edu/boardoftrustees/files/policies/chapter_7_ap/AP](https://www.sbccc.edu/boardoftrustees/files/policies/chapter_7_ap/AP%207160%20Professional%20Development.pdf)
713 [%207160%20Professional%20Development.pdf](https://www.sbccc.edu/boardoftrustees/files/policies/chapter_7_ap/AP%207160%20Professional%20Development.pdf)

714

- 715 **b.** Hourly faculty who work on a scheduled FLEX Day may fulfill
716 their FLEX obligation by:
717
718 i. attending FLEX Day for the same number of hours they
719 are scheduled to teach on that day or,
720
721 ii. completing equivalent flexible (in-lieu) FLEX hours
722 equal to the hours they are scheduled to teach on any
723 scheduled FLEX Day during the academic year.
724
725 **cb.** Hourly faculty who fulfill 5.12.2.3.a or b will be paid as if they
726 had taught that day.
727
728 **de.** Hourly faculty who are not scheduled to teach have no FLEX
729 obligation, but may participate voluntarily without
730 compensation.
731
732 **ed.** FLEX Day activities will be offered for faculty who normally
733 teach in the evening.
734

735 **4. Faculty members who do not complete their FLEX obligations by**
736 **June 30th will be docked and the docked hours will deducted**
737 **from their annual STRS service credit.**
738

739 **5.132.3 FLEX OBLIGATION TRACKING**

- 740
741 a. Employees will be compensated for the FLEX obligation hours stated
742 in as part of their normal pay cycle. Note that this is not extra
743 compensation, but part of a faculty's load.
744
745 b. It is the responsibility of the individual faculty member to track and
746 report FLEX participation. Participation in on-campus FLEX days and
747 in-lieu activities will be tracked by each faculty member in accordance
748 with PCC's FLEX guidelines.
749
750 c. Faculty who facilitate a professional development event that has been
751 approved by the FLEX advisory committee or Professional
752 Development standing committee will receive double FLEX credit (e.g.
753 a 2-hour workshop will count as 4 hours of FLEX credit).
754
755 d. Faculty who develop a professional development event that has been
756 approved by the FLEX advisory committee or Professional
757 Development standing committee will receive triple FLEX credit (e.g. a
758 2-hour workshop will count as 6 hours of FLEX credit) the first time
759 the event is offered.
760

761 **5.143 TRANSFER**

- 762
763 **5.143.1** At the same time an authorized faculty position is opened, the office of
764 Human Resources shall notify each regular faculty member by email. Regular
765 faculty members will have ten (10) work days from the date of notice to file a

766 request for transfer to the division.

767
768 5.143.2 Upon receipt of a request, the Office of Human Resources shall notify the
769 affected division.

770
771 5.143.3 If the faculty member(s) requesting the transfer meet(s) the minimum
772 qualifications, or the equivalent, for the position, a selection committee with a
773 maximum of five (5) members, composed of the Division Dean /administrator
774 serving as the chair and appropriate faculty, will hold an informal meeting with
775 the faculty member who has requested the transfer. Job expectations,
776 percent of assignment, and qualifications will be discussed at this meeting.
777

778 5.143.4 The committee chair and faculty who have attended the meeting will vote by
779 secret ballot to either accept or reject the transfer applicant, before outside
780 candidates are interviewed. Once accepted, the candidate shall meet with the
781 District President, who shall make the final decision.
782

783 5.143.5 The vacancy created by the transfer will be opened and posted in
784 accordance with this section and Title 5 of the California Code of Regulations.
785

786 5.154 PERSONNEL RECORDS

787
788 5.154.1 Each employee has on file in the office of Human Resources an individual
789 folder containing the record of employment, the initial application, the signed
790 oath, transcripts, confidential references, minimum qualifications or credential
791 information, evaluation reports, documents supporting step and class
792 changes, a record of assignments and promotions, leave of absence records
793 and correspondence pertinent to the above.
794

795 5.154.2 When new non-routine material for a personnel folder is received in the
796 Office of Human Resources, a copy is sent to the employee for whose file the
797 material is intended unless the employee has already received a copy and
798 has been informed of the right of reply. If the employee wishes to reply in
799 writing to this communication, the reply is also placed in the personnel folder.
800 Evaluation and the contents of evaluations are not subject to the grievance
801 procedure except as to the actual effect.
802

803 5.154.3 If the employee and the Vice President of Human Resources agree that new
804 correspondence items are not relevant, such items may be given to the
805 employee and not placed in the file. Where agreement is not reached and the
806 item is included in the file, a covering letter may be placed in the file by the
807 employee.
808

809 5.154.4 The individual may see all the contents of the folder except the confidential
810 references. The complete contents of the folder may be seen only by those
811 persons with a "need to know," or those who have a responsibility in reaching
812 a decision on the future status of the individual in the District, including
813 members of grievance panels and personnel selection committees.
814

815 Signed and entered into this _____ day of _____, 2022.
816

817 FOR THE COLLEGE DISTRICT

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FOR THE ASSOCIATION
