

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

**PROPOSAL FROM THE  
PASADENA CITY COLLEGE FACULTY ASSOCIATION TO THE  
PASADENA AREA COMMUNITY COLLEGE DISTRICT  
September 15, 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.

5.3.3 Participate in the assessment of student learning outcomes and to report the

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

#### 59 5.4 GENERAL

60 Bargaining Unit members are responsible to:

61  
62  
63 5.4.1 Participate in a range of professional activities related to their assigned duties  
64 each semester, including: Curriculum development and College governance,  
65 if in contract status; hiring committees and other District-sanctioned  
66 committees; department meetings; participation in discipline specific  
67 organizations (e.g., boards, advisory groups, etc., both internal and external);  
68 grant writing or research and writing of an academic nature that benefits  
69 teaching, learning, or counseling; serving on accreditation site teams; inter-  
70 department collaboration projects; coordination with K-12 and other  
71 institutions of higher learning; faculty mentoring; attendance at professional  
72 conferences and trainings that benefit the functions of the District or teaching,  
73 learning, or counseling; attending board meetings; advising student clubs;  
74 community outreach, student recruitment efforts, public relations events for  
75 the benefit of the District; and fundraising and soliciting donations for benefit  
76 of the foundation or students clubs.  
77

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

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

88 5.4.2 Maintain currency in areas of specialization.

89  
90 5.4.3 Perform those duties normally associated with his/her assignment.  
91

#### 92 5.5 NON-TEACHING FACULTY

93  
94 5.5.1 The assignment of a full-time, non-teaching member of the unit shall be one  
95 hundred seventy-six (176) duty days per fiscal year, thirty-five hours per  
96 week, plus five (5) hours per week for professional growth and development,  
97 College governance and other professional responsibilities.  
98

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

103 responsibilities.

104  
105 The assignment of a twelve-month full-time, non-teaching member of the unit  
106 shall be two-hundred-twenty (220) days per fiscal year, thirty-five hours per  
107 week, plus an additional five hours per week for professional growth and  
108 development, College governance and other professional responsibilities.

- 109  
110 5.5.2 The non-teaching assignment of a non-teaching member of the unit who has  
111 a classroom assignment shall be reduced by an amount proportional to the  
112 percent of full-time teaching assignment of the classroom assignment.

## 113 114 5.6 TEACHING FACULTY – CREDIT COURSES

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

126  
127 The assignment for an eleven-month full-time, classroom instructor shall be  
128 one hundred ninety-eight (198) days per fiscal year, thirty-four (34) hours per  
129 week consisting of a combination of in-class teaching and preparation for  
130 teaching, **seventeen (17) hours of classroom teaching, seventeen (17)**  
131 **hours of class preparation and grading**, plus five and one half (5.5) hours  
132 of additional time for student conferences, plus five and one half (5.5) hours  
133 for professional growth and development, College governance and other  
134 professional responsibilities.

135  
136 The assignment of a twelve-month full-time, classroom instructor shall be  
137 two-hundred- twenty days (220) days per fiscal year, thirty-four (34) hours per  
138 week consisting of a combination of in-class teaching and preparation for  
139 teaching, **seventeen (17) hours of classroom teaching, seventeen (17)**  
140 **hours of class preparation and grading**, plus five and one half (5.5) hours  
141 of additional time for student conferences, plus five and one half (5.5) hours  
142 for professional growth and development, College governance and other  
143 professional responsibilities.

144  
145 First year contract (probationary) and temporary faculty shall have two (2)  
146 additional days of assignment for orientation prior to the first duty day.

- 147  
148 5.6.2 **All overload/hourly assignments are in excess of contractual**  
149 **obligations. Except for the welfare of the College, no contract or regular**  
150 **faculty member shall have a total overload or hourly assignment**  
151 **exceeding an average of nine (9) hours per week in any semester,**  
152 **unless a single assignment exceeds this amount. Exceptions to the**  
153 **nine (9) hour assignment must be recommended by the Division Dean**

154 **and approved by the Vice President for Instruction.**  
155 **[Moved from Article 5.10.4 (a and b).]**

156  
157 **5.6.3** CONFERENCE HOURS

158  
159 5.6.**32**.1 Full-time unit members shall schedule their five and one half (5.5)  
160 student conference hours on no fewer than three (3) different days  
161 per week. Unit members on reduced load or reassignment shall  
162 have their conference hours reduced by a percentage equivalent to  
163 their reassignment or reduction in load. Unit members on reduced  
164 load shall schedule student conference hours on no fewer days than  
165 one less than the number of required conference hours. Conference  
166 hours will be held between the hours of 6:00 a.m. and 10:00 p.m.  
167 unless otherwise approved by the Division Dean. No single  
168 conference period shall be less than thirty (30) minutes in length.  
169 Conference hours will not be scheduled between 12:00 p.m. and  
170 1:00 p.m. on Tuesdays or Thursdays and will not be scheduled to  
171 conflict with the instructor's class assignments. Conference hours  
172 shall be held in the unit member's office, a laboratory facility readily  
173 accessible to students, or other location approved by the unit  
174 member's immediate supervisor and based on a schedule posted no  
175 later than the first Monday following the opening of a semester.

176  
177 **5.6.3a Faculty will have the option to conduct 80% of their 5-5 office**  
178 **hours remotely.**

179  
180 5.6.**32**.2 During the final examination period, required conference hours may  
181 be scheduled in a pattern appropriate to the faculty member's final  
182 examination schedule and student needs. A copy of the revised  
183 office hours and final examination schedule shall be posted, and a  
184 copy shall be submitted to the division dean.

185  
186 5.6.**43** Unless excepted by this Agreement, the classroom assignment for a full-time  
187 instructor of credit classes shall be a minimum of thirty (30) lecture hour  
188 equivalent (LHE) per year, with the general expectation of there being 15  
189 LHE per semester. An LHE is based on one lecture hour per week for a full  
190 semester (18 weeks). For a 16-week compressed academic calendar, the  
191 actual hours of instruction or service shall be calculated at the rate of 1 LHE =  
192 1.13 lecture hours.

193  
194 5.6.**43**.1 Unless excepted by this Agreement, each hour designated in the  
195 College Catalog as lecture shall be given credit as (1) LHE.

196  
197 5.6.**43**.2 Unless excepted by this Agreement, each hour designated in the  
198 College Catalog as laboratory shall be given credit as 0.75 LHE.

199  
200 5.6.**43**.3 Unless excepted by this Agreement, each hour designated in the  
201 College Catalog as activity shall be given credit as 0.87 LHE.

202  
203 5.6.**43**.4 Each hour designated in the College Catalog as laboratory in a  
204 Physical Education Activity course shall be given credit as 0.7143

205 LHE.

206

207 5.6.43.5 Each hour designated as field practice shall be given 0.200 LHE.

208

209 5.7 LOAD BALANCING

210

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

221

222 5.7.1 The classroom assignment for a full-time instructor of credit classes in a block  
223 program shall be twenty (20) hours per week. A "block program" is an  
224 occupational program which generally involves both lecture and laboratory  
225 components, and is generally offered in 4-hour blocks.

226

227 ~~5.7.2—The determination of classroom assignments for a full-time instructor of~~  
228 ~~credit classes in those divisions which have established a practice of~~  
229 ~~leveling assignments based on lecture and laboratory components and~~  
230 ~~also on class size in lecture sections, such as Natural Sciences, shall be~~  
231 ~~continued.~~

232

233 ~~The determination of classroom assignments for a full-time instructor of~~  
234 ~~credit classes in those divisions, such as Natural Sciences, which have an~~  
235 ~~established a practice of lab parity (where the laboratories are equivalent to~~  
236 ~~lecture classes for the purposes of load) and class size in lecture sections~~  
237 ~~shall be continued.~~

238

239 5.7.3 The determination of classroom assignments for a full-time instructor of credit  
240 classes in an open-lab environment in those divisions which have established  
241 such an environment shall be continued. An "open-lab" environment is one in  
242 which, though there may be some group instruction, the primary role of the  
243 instructor is to provide direction and assistance on an individual basis.

244

245 5.8 PART-TIME FACULTY – CREDIT COURSES

246

247 5.8.1 Part-time faculty should be paid comparable to contract faculty for the same  
248 responsibilities. Achieving the goal of comparable pay for comparable work  
249 means that the District has reached parity. In years where faculty receive  
250 increases, the parties agree in negotiations to work towards parity by  
251 ensuring that part-time faculty receive a higher percentage increase than full-  
252 time faculty.

253

254 5.8.2 Comparable work for contract and part-time faculty is defined as classroom  
255 teaching, class preparation and grading, advising students, and assessment

256 work.

257

258 5.8.3 A contract faculty weekly teaching load is defined as 17 hours of classroom  
259 teaching, 17 hours of class preparation and grading, 5.5 hours of student  
260 advisement, and 5.5 hours of college service. Therefore, contract faculty  
261 members spend 39.5 out of a 45-hour workweek, or 87.5% of their load on  
262 comparable work to that of part-time faculty.

263

264 5.8.4 Part-time parity, therefore, is defined as 87.5% of the responsibilities of a  
265 contract faculty member. Part-time faculty members are not responsible for  
266 college service.

267

268 5.8.5 The Association and the District will conduct further negotiations to determine  
269 how the parity percentage is applied to the various salary schedules on which  
270 faculty are paid on an hourly basis, and how any increase in part-time salary  
271 is computed in relation to the goal of parity.

272

273 Parity Formula – Parity formula shall be calculated on a full-time faculty  
274 spending 39.5 hours per week out of 45 hours per week on comparable  
275 duties as part-time faculty or 87.8% per week of their time on the same duties  
276 as Part-Time Faculty. ( $39.5/45=87.8\%$ ).

277

278 5.8.6 Office Hours – Part-time faculty will be paid for ~~eight (8)~~ ~~ten (10)~~ ~~fourteen~~  
279 ~~(14)~~ office hours per semester at the employee's hourly rate. Scheduling of  
280 such office hours will be subject to the approval of the applicable dean and  
281 listed on the course syllabus. Office hours will be held on no less than four  
282 days, and no shorter than one-half hour per day. Office hours will be  
283 considered as professional ancillary activities, and as such, will not be  
284 counted for purposes of calculating eligibility for contract or regular status  
285 under the Education Code. (See Educ. Code §§ 87482.5, 87884).

286

287 **5.8.6a Part-Time faculty will have the option to conduct their office**  
288 **hours remotely. (Agreed to by the District on 8/25/22)**

289

290 **The parties agree to reopen Article 5.8.6 annually for term of the**  
291 **Agreement.**

292

## 293 5.9 TEACHING FACULTY – NONCREDIT CLASSES

294

295 5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per  
296 fiscal year, forty-five (45) hours per week consisting of ~~twenty-five (25)~~  
297 ~~twenty-one (21)~~ ~~twenty-three (23)~~ teaching hours, ~~twelve (12)~~ ~~thirteen (13)~~  
298 preparation hours, four ~~(4)~~ office hours ~~which may be conducted remotely~~,  
299 and ~~four (4)~~ ~~five (5)~~ hours for governance and/or professional development.  
300 First-year contract (probationary) and temporary faculty shall have two (2)  
301 additional days of assignment for orientation.

302

303 The eleven-month full-time non-credit load shall be one hundred ninety-eight  
304 (198) days per fiscal year, forty-five (45) hours per week consisting of twenty-  
305 five (25) teaching hours, twelve (12) preparation hours, four ~~(4)~~ office hours,  
306 and four (4) hours for governance and/or professional development. First-

307 year contract (probationary) and temporary faculty shall have two (2)  
308 additional days of assignment for orientation.

309  
310 The assignment of a twelve-month full-time, non-credit member of the unit  
311 shall be two- hundred-twenty days (220) days per fiscal year, forty-five (45)  
312 hours per week of twenty- five (25) teaching hours, twelve (12) preparation  
313 hours, four **(4)** office hours, and four (4) hours for governance and/or  
314 professional development. First-year contract (probationary) and temporary  
315 faculty shall have two (2) additional days of assignment for orientation.

316  
317 **Faculty will have the option to conduct 80% of their office hours**  
318 **remotely.**

319  
320 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled.  
321 This requirement shall include travel time between two sites when teaching  
322 assignments for a given day are on more than one campus.

323  
324 5.9.3 **All overload/hourly assignments are in excess of contractual**  
325 **obligations. Except for the welfare of the College, no contract or regular**  
326 **faculty member shall have a total overload or hourly assignment**  
327 **exceeding an average of nine (9) hours per week in any semester,**  
328 **unless a single assignment exceeds this amount. Exceptions to the**  
329 **nine (9) hour assignment must be recommended by the Division Dean**  
330 **and approved by the Vice President for Instruction.**

331 **[Moved from Article 5.10.4 (a and b).]**

332  
333 **5.9.4** Those affected employees on less than 100% contract assignment shall  
334 serve the pro rata hours to those in sections 5.5.1 and 5.5.2.

335  
336 5.10 CLASS SCHEDULES **SCHEDULING INSTRUCTIONAL**  
337 **[Are there any non-instructional class schedules?]**

338  
339 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve  
340 schedules that equitably distribute the number of class preparations that  
341 faculty members must do for lecture or laboratory classes. The District will  
342 make a reasonable effort to establish assignments requiring no more than  
343 three (3) preparations.

344  
345 5.10.2 **To the fullest extent practicable,** Division Deans shall solicit and consider  
346 faculty requests prior to establishing both the proposed and final class  
347 schedules. Additional consultation with affected faculty shall be attempted  
348 whenever schedule changes must be made after publication of the final class  
349 schedule.

350  
351 5.10.3 The District may permit the scheduling of classes or assignments in less than  
352 a five-day period when such scheduling is appropriate and in the best interest  
353 of the instructional program and is requested by the faculty member.

354  
355 5.10.4 When establishing Intersessions **and hourly/daily**-teaching schedules,  
356 Division Deans shall consider the qualifications, training and experience of  
357 the persons available to teach a class, **and among instructors for whom**

358 **these factors are substantially equal, contract instructors shall receive**  
359 **preference for such assignments** and reasonable attempts shall be made  
360 to equitably distribute such assignments.

361  
362 a. ~~**All overload/hourly assignments are in excess of contractual**~~  
363 ~~**obligations.**~~

364  
365 ~~**b. Except for the welfare of the College, no contract or regular**~~  
366 ~~**faculty member shall have a total overload or hourly assignment**~~  
367 ~~**exceeding an average of nine (9) hours per week in any**~~  
368 ~~**semester, unless a single assignment exceeds this amount.**~~  
369 ~~**Exceptions to the nine (9) hour assignment must be**~~  
370 ~~**recommended by the Division Dean and approved by the Vice**~~  
371 ~~**President for Instruction.**~~

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

373  
374 ~~**c. Intersession teaching assignments may not exceed the semester**~~  
375 ~~**equivalent to eleven (11) hours per week 67% of a full-time faculty**~~  
376 ~~**member's load during the primary term (Fall/Spring), based on**~~  
377 ~~**the new language referenced in Article 5.6.1, unless approved by**~~  
378 ~~**the Vice-President of Instruction.**~~

379  
380 ~~**bd.**~~ Intersession Hourly Paid Faculty – Credit and Non-credit. Payment for  
381 Board- approved or legal holidays is authorized for each  
382 Intersession's credit classes if these classes would normally be  
383 scheduled on those days. In any case the maximum number of hours  
384 to be contracted will be equivalent to the hours per week the class  
385 would meet in a regular semester. Payment for the July 4 holiday is  
386 authorized for non-credit classes if those classes would normally be  
387 scheduled on that day.

388  
389 5.10.5 The District will make an effort to avoid faculty schedules that include  
390 consecutive late night and early morning class assignments or early morning  
391 and late night assignments on the same day.

392  
393 5.10.6 The assignment of independent study students to unit members will be on a  
394 completely voluntary basis.

## 395 **5.11 SCHEDULING NON-INSTRUCTIONAL**

396  
397  
398 ~~**5.11.1 In establishing schedules, Division Deans shall attempt to achieve**~~  
399 ~~**schedules that equitably distribute the number of service hours that non-**~~  
400 ~~**teaching faculty members must do to meet their load.**~~

401  
402 ~~**a. To the fullest extent practicable, Division Deans shall solicit and**~~  
403 ~~**consider faculty requests prior to establishing the proposed and final**~~  
404 ~~**service schedules.**~~

405  
406 ~~**b. The district may permit the scheduling of service hours in less than a**~~  
407 ~~**five-day period when such scheduling is appropriate and in the best**~~  
408 ~~**interest of the instructional program and is requested by the faculty**~~



409 member.

410  
411 \*5.\*\*c The District may permit the scheduling of service hours remotely for 2 1 or  
412 more scheduled days of service if requested by the faculty member.

413  
414 5.11.2 5.\*\*d 7.3 Schedule Change. Any changes to a non-instructional faculty's  
415 schedule (beginning and ending times) can only occur if the District gives  
416 the faculty member ~~twenty-one (21)~~ fourteen (14) calendar days' reasonable  
417 advance notice under the circumstances.

418  
419 5.124 CLASS SIZE

420  
421 5.124.1 Classes may be canceled due to insufficient enrollment at the discretion of  
422 the Division Dean (in accordance with the Vice President of Instruction) and  
423 in accordance with by following the Office of Instruction current practices:

424  
425 a. Approximately four (4) weeks prior to the start of classes each  
426 semester, the Dean of Academic Affairs will distribute a daily report  
427 of all courses that are less than 40% enrolled to the Instructional  
428 Deans. The Dean of Academic Affairs shall convene a meeting with  
429 each Instructional Dean to review low enrolled classes and make  
430 some tentative cancellation decisions.

431  
432 b. The Instructional Dean shall notify the affected faculty of low enrolled  
433 classes four weeks prior to the start of classes.

434  
435 c. If necessary, the Instructional Dean may choose to work with the  
436 faculty member to promote the low enrolled course. The Instructional  
437 Dean will notify the Associate Dean of Counseling and Student  
438 Success of courses being promoted for further enrollment.

439  
440 d. Two (2) weeks before the beginning of the class, the Dean of  
441 Academic Affairs and Instructional Dean will convene a meeting to  
442 determine if any classes should be canceled that are less than 50%  
443 enrolled of the class limits (NCNs). (Exceptions to this process  
444 include class section limits lowered due to facility constraints. The  
445 applicable NCN defaults to the classroom size).

446  
447 e. If an analysis determines no upward enrollment trends, Instructional  
448 Deans may also delay cancellation decisions due to extenuating  
449 circumstances such as assessment or audition requirements.

450  
451 f. If the canceled class is part of a full-time instructor's teaching load,  
452 the Instructional Dean will re-assign the instructor to another similar  
453 class, if available. Contract Full-Time instructors receive priority  
454 (Union Contract Section 5.6.4) for intersession  
455 assignments. Cancellation procedures also apply to these  
456 intersession assignments.

457

458 **g. The Instructional Deans' staff shall notify the students of the class**  
459 **cancellation and assist the students with information of other open**  
460 **sections.**

461  
462 **Note: Classes may be exempt from cancellation if the Instructional**  
463 **Dean determines the course is critical to a major fulfillment of a**  
464 **certificate or program completion**

465  
466 Whenever feasible, classes will be scheduled in rooms with capacities that  
467 match section class limits. In specific cases where room capacity is greater  
468 than a section's class size limit, the class size limit will not be raised unless  
469 agreed upon as per the LGI process (See section 5.7.2). In specific cases  
470 where room capacity is less than the section class size limit, the class size  
471 limit will be set at room capacity. In situations in which the room size varies  
472 by more than 10% from the class size limits, area Deans will offer sections of  
473 the same course to faculty in a fair and equitable manner.

474  
475 An effort will be made in the hospital clinical setting in the registered nurse  
476 program to reduce the student- faculty ratio from 12:1 to 10:1.

477 **[Status quo.]**

478  
479 5.1~~24~~.2 LARGE GROUP INSTRUCTION ("LGI")

480  
481 5.1~~24~~.2.1 The District may, at its discretion, offer course sections in a Large  
482 Group Instruction (LGI) format with closing numbers that exceed the  
483 Normal Closing Number (NCN) for the course as maintained in the  
484 college's curriculum inventory.

485  
486 5.1~~24~~.2.2 Assignments to LGI classes will be subject to the following  
487 conditions:

488  
489 a. Assignment is voluntary. At the time of schedule building,  
490 Division Deans solicit and consider faculty requests to teach  
491 LGI sections as well as room availability and student demand.  
492 Once the schedule has been established, the Division Dean, in  
493 consultation with faculty members, may convert sections to  
494 LGI format based on student demand and room availability.  
495 LGI offerings are subject to approval of the Vice President of  
496 Instruction or designee. For a section to be eligible for LGI  
497 compensation, the Vice President of Instruction or designee,  
498 Division Dean, and faculty member must sign the appropriate  
499 form.

500  
501  
502 b. Instructors of LGI classes will receive additional compensation  
503 in the form of a stipend. The stipend will be based upon the  
504 total student enrollment, at the census date, compared to the  
505 normal class closing number (NCN), expressed as a  
506 percentage, as described below:

507  
508 110% to 150% of NCN = \$900 stipend 151% to 200% of NCN

509 = \$1800 stipend 201% to 250% of NCN = \$2700 stipend 251%  
510 to 300% of NCN = \$3600 stipend 301% to 350% of NCN =  
511 \$4500 stipend 351% and above = \$5400 stipend

512  
513 For example, if the NCN is 50, a full-time instructor would  
514 receive a stipend of \$1800 if the class size were 100 students,  
515 \$3600 if the class size were 150 students, and \$5400 if the  
516 class size were 200 students.

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

520  
521 133% to 199% of NCN = 3 hours/week  
522 200% to 299% of NCN = 6 hours/week  
523 300% and above = 9 hours/week

## 525 5.1~~32~~ FLEXIBLE CALENDAR PROGRAM

526  
527 A flexible calendar program consists of the replacement of instruction time (i.e. flex)  
528 that can be taken within the academic calendar for professional development. The  
529 Calendar Committee will recommend a calendar with the scheduled FLEX days per  
530 year not to exceed (2) days in total. These days can be taken as a full workday or  
531 incrementally until the total number of hours accumulate to meet the employee's  
532 FLEX obligation.

### 534 5.1~~32~~.1 FLEX ADVISORY COMMITTEE

- 535  
536 1. The FLEX Advisory Committee, a sub-committee of the College  
537 Council Professional Development Committee, will plan, implement,  
538 and assess activities for on-campus professional development (FLEX)  
539 days.  
540  
541 2. One Faculty Association Executive Board member will be a member  
542 of the FLEX Advisory Committee.

### 544 5.1~~32~~.2 FLEX OBLIGATION

- 545  
546 1. Full-time faculty obligation is 12 hours (2 days) of FLEX. **The Fall**  
547 **FLEX Day will be the first business day prior to the start of Fall**  
548 **and Spring classes . The Spring FLEX day may be scheduled on**  
549 **the first business day prior to the start of Spring classes or**  
550 **another day during the Spring Semester. Unit members must**  
551 **attend the Fall FLEX day as part of their faculty obligations.** Full-  
552 time faculty may **also** fulfill **the remainder** their annual FLEX  
553 obligation by one of two methods:

- 554  
555 a. Attending the **following scheduled Spring** on-campus FLEX  
556 **Days:**

- 557  
558 **i. The Fall FLEX Day will be the first business day**  
559 **prior to the start of the Fall classes.**

560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610

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

OR

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

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

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

a. **Hourly faculty shall have a FLEX obligation equivalent to their relative load (i.e., faculty with 33% equivalent load shall be obligated to fulfill 33% of the FLEX obligation hours. [5 C.C.R. § 55726.]**

**b.** Hourly faculty who work on a scheduled FLEX Day may fulfill their FLEX obligation by:

i. attending FLEX Day for the same number of hours they are scheduled to teach on that day or,

ii. completing equivalent flexible (in-lieu) FLEX hours equal to the hours they are scheduled to teach on any scheduled FLEX Day during the academic year.

**cb.** Hourly faculty who fulfill 5.12.2.3.a or b will be paid as if they had taught that day.

**de.** Hourly faculty who are not scheduled to teach have no FLEX obligation, but may participate voluntarily without compensation.

**ed.** FLEX Day activities will be offered for faculty who normally teach in the evening.

### 5.1 ~~32~~.3 FLEX OBLIGATION TRACKING

a. Employees will be compensated for the FLEX obligation hours stated in as part of their normal pay cycle. Note that this is not extra compensation, but part of a faculty's load.

- 611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627
- b. It is the responsibility of the individual faculty member to track and report FLEX participation. Participation in on-campus FLEX days and in-lieu activities will be tracked by each faculty member in accordance with PCC's FLEX guidelines.
  - c. Faculty who facilitate a professional development event that has been approved by the FLEX advisory committee or Professional Development standing committee will receive double FLEX credit (e.g. a 2-hour workshop will count as 4 hours of FLEX credit).
  - d. Faculty who develop a professional development event that has been approved by the FLEX advisory committee or Professional Development standing committee will receive triple FLEX credit (e.g. a 2-hour workshop will count as 6 hours of FLEX credit) the first time the event is offered.

628 **5.1<sup>43</sup> TRANSFER**

629  
630  
631  
632  
633  
634

5.1<sup>43</sup>.1 At the same time an authorized faculty position is opened, the office of Human Resources shall notify each regular faculty member by email. Regular faculty members will have ten (10) work days from the date of notice to file a request for transfer to the division.

635  
636  
637

5.1<sup>43</sup>.2 Upon receipt of a request, the Office of Human Resources shall notify the affected division.

638  
639  
640  
641  
642  
643  
644

5.1<sup>43</sup>.3 If the faculty member(s) requesting the transfer meet(s) the minimum qualifications, or the equivalent, for the position, a selection committee with a maximum of five (5) members, composed of the Division Dean /administrator serving as the chair and appropriate faculty, will hold an informal meeting with the faculty member who has requested the transfer. Job expectations, percent of assignment, and qualifications will be discussed at this meeting.

645  
646  
647  
648  
649

5.1<sup>43</sup>.4 The committee chair and faculty who have attended the meeting will vote by secret ballot to either accept or reject the transfer applicant, before outside candidates are interviewed. Once accepted, the candidate shall meet with the District President, who shall make the final decision.

650  
651  
652

5.1<sup>43</sup>.5 The vacancy created by the transfer will be opened and posted in accordance with this section and Title 5 of the California Code of Regulations.

653 **5.1<sup>54</sup> PERSONNEL RECORDS**

654  
655  
656  
657  
658  
659  
660  
661

5.1<sup>54</sup>.1 Each employee has on file in the office of Human Resources an individual folder containing the record of employment, the initial application, the signed oath, transcripts, confidential references, minimum qualifications or credential information, evaluation reports, documents supporting step and class changes, a record of assignments and promotions, leave of absence records and correspondence pertinent to the above.

662 5.1 **54.2** When new non-routine material for a personnel folder is received in the  
663 Office of Human Resources, a copy is sent to the employee for whose file the  
664 material is intended unless the employee has already received a copy and  
665 has been informed of the right of reply. If the employee wishes to reply in  
666 writing to this communication, the reply is also placed in the personnel folder.  
667 Evaluation and the contents of evaluations are not subject to the grievance  
668 procedure except as to the actual effect.

669  
670 5.1 **54.3** If the employee and the Vice President of Human Resources agree that new  
671 correspondence items are not relevant, such items may be given to the  
672 employee and not placed in the file. Where agreement is not reached and the  
673 item is included in the file, a covering letter may be placed in the file by the  
674 employee.

675  
676 5.1 **54.4** The individual may see all the contents of the folder except the confidential  
677 references. The complete contents of the folder may be seen only by those  
678 persons with a “need to know,” or those who have a responsibility in reaching  
679 a decision on the future status of the individual in the District, including  
680 members of grievance panels and personnel selection committees.

681  
682  
683 Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

684  
685 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

686  
687 \_\_\_\_\_

\_\_\_\_\_

688 \_\_\_\_\_

\_\_\_\_\_

689 \_\_\_\_\_

\_\_\_\_\_

690 \_\_\_\_\_

\_\_\_\_\_

691 \_\_\_\_\_

\_\_\_\_\_

692 \_\_\_\_\_

\_\_\_\_\_

693 \_\_\_\_\_

\_\_\_\_\_

694 \_\_\_\_\_

\_\_\_\_\_