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**PROPOSAL FROM THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
September 22, 2022**

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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:

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**ARTICLE 5
WORKING CONDITIONS**

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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.]

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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.

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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 full-time** 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 between the Unit
82 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 [THESE CHANGES WERE NOT IN PCCFA'S PROPOSAL ON 8/11/2022.]

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

154 **nine (9) hour assignment must be recommended by the Division Dean**
155 **and approved by the Vice President for Instruction.**
156 **[Moved from Article 5.10.4 (a and b).]**
157

158 **5.6.3** CONFERENCE HOURS
159

160 5.6.~~32~~.1 Full-time unit members shall schedule their five and one half (5.5)
161 student conference hours on no fewer than three (3) different days
162 per week. Unit members on reduced load or reassignment shall
163 have their conference hours reduced by a percentage equivalent to
164 their reassignment or reduction in load. Unit members on reduced
165 load shall schedule student conference hours on no fewer days than
166 one less than the number of required conference hours. Conference
167 hours will be held between the hours of 6:00 a.m. and 10:00 p.m.
168 unless otherwise approved by the Division Dean. No single
169 conference period shall be less than thirty (30) minutes in length.
170 Conference hours will not be scheduled between 12:00 p.m. and
171 1:00 p.m. on Tuesdays or Thursdays and will not be scheduled to
172 conflict with the instructor's class assignments. Conference hours
173 shall be held in the unit member's office, a laboratory facility readily
174 accessible to students, or other location approved by the unit
175 member's immediate supervisor and based on a schedule posted no
176 later than the first Monday following the opening of a semester.
177

178 **~~5.6.3a~~—Faculty will have the option to conduct up to 80% of their 5-5**
179 **office hours remotely.**
180

181 5.6.~~32~~.2 During the final examination period, required conference hours may
182 be scheduled in a pattern appropriate to the faculty member's final
183 examination schedule and student needs. A copy of the revised
184 office hours and final examination schedule shall be posted, and a
185 copy shall be submitted to the division dean.
186

187 5.6.~~43~~ Unless excepted by this Agreement, the classroom assignment for a full-time
188 instructor of credit classes shall be a minimum of thirty (30) lecture hour
189 equivalent (LHE) per year, with the general expectation of there being 15
190 LHE per semester. An LHE is based on one lecture hour per week for a full
191 semester (18 weeks). For a 16-week compressed academic calendar, the
192 actual hours of instruction or service shall be calculated at the rate of 1 LHE =
193 1.13 lecture hours.
194

195 5.6.~~43~~.1 Unless excepted by this Agreement, each hour designated in the
196 College Catalog as lecture shall be given credit as (1) LHE.
197

198 5.6.~~43~~.2 Unless excepted by this Agreement, each hour designated in the
199 College Catalog as laboratory shall be given credit as 0.75 LHE.
200

201 5.6.~~43~~.3 Unless excepted by this Agreement, each hour designated in the
202 College Catalog as activity shall be given credit as 0.87 LHE.
203

204 5.6.~~43~~.4 Each hour designated in the College Catalog as laboratory in a

205 Physical Education Activity course shall be given credit as 0.7143
206 LHE.

207
208 5.6.43.5 Each hour designated as field practice shall be given 0.200 LHE.

209
210 5.7 LOAD BALANCING

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

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

227
228 5.7.2 The determination of classroom assignments for a full-time instructor of credit
229 classes in ~~those the~~ divisions ~~below shall, such as Natural Sciences,~~
230 ~~which~~ have ~~an established a practice of the following lab parity (where~~
231 ~~the laboratories are equivalent to lecture ratioclasses for the purposes~~
232 ~~of load) and class size in lecture sections shall be continued leveling~~
233 ~~assignments based on lecture and laboratory components and also on~~
234 ~~class size in lecture sections, such as Natural Sciences.;~~

235
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>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>

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

245
246 5.7.3 The determination of classroom assignments for a full-time instructor of credit
247 classes in an open-lab environment in those divisions which have established
248 such an environment shall be continued. An "open-lab" environment is one in
249 which, though there may be some group instruction, the primary role of the
250 instructor is to provide direction and assistance on an individual basis.

251
252 5.8 PART-TIME FACULTY – CREDIT COURSES

253
254 5.8.1 Part-time faculty should be paid comparable to contract full-time faculty for
255 the same responsibilities. Achieving the goal of comparable pay for

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

260
261 5.8.2 Comparable work for contract full-time and part-time faculty is defined as
262 classroom teaching, class preparation and grading, advising students, and
263 assessment work.

264
265 5.8.3 A contract full-time faculty weekly teaching load is defined as 17 LHE hours
266 of classroom teaching, except in Natural Sciences where the weekly
267 load is 18 LHE, 17 hours of class preparation and grading, 5.5 hours of
268 student advisement, and 5.5 hours of college service. Therefore, contract
269 full-time faculty members spend 39.5 out of a 45-hour workweek, or 87.5%
270 of their load on comparable work to that of part-time faculty.

271
272 5.8.4 Part-time parity, therefore, is defined as 87.5% of the responsibilities of a
273 contract full-time faculty member. Part-time faculty members are not
274 responsible for college service.

275
276 5.8.5 The Association and the District will conduct further negotiations to determine
277 how the parity percentage is applied to the various salary schedules on which
278 faculty are paid on an hourly basis, and how any increase in part-time salary
279 is computed in relation to the goal of parity.

280
281 Parity Formula – Parity formula shall be calculated on a full-time faculty
282 spending 39.5 hours per week out of 45 hours per week on comparable
283 duties as part-time faculty or 87.8% per week of their time on the same duties
284 as Part-Time Faculty. (39.5/45=87.8%).

285
286 5.8.6 Office Hours – Part-time faculty will be paid for ~~eight (8)~~ fourteen (14) the
287 following office hours per semester at the employee's hourly rate for each
288 assigned lecture hour:

289
290

<u>Lecture Units</u>	<u>Office Hours</u>
<u>3 up to 5</u>	<u>8 hours</u>
<u>5 up to 8</u>	<u>10 hours</u>
<u>More than 8</u>	<u>12 hours</u>

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

301
302 5.8.6a Part-Time faculty will have the option to conduct their office
303 hours remotely.

304
305 The parties agree to reopen Article 5.8.6 annually for term of the
306 Agreement.

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5.9 TEACHING FACULTY – NONCREDIT CLASSES

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

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

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

Faculty will have the option to conduct up to 80% of their 5.5 office hours remotely.

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

5.9.3 **All overload/hourly assignments are in excess of contractual obligations. 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 from Article 5.10.4 (a and b).]

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

5.10 CLASS SCHEDULES ~~SCHEDULING-INSTRUCTIONAL~~

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

358 5.10.2 *To the fullest extent practicable*, Division Deans shall solicit and consider
359 faculty requests prior to establishing both the proposed and final class
360 schedules. Additional consultation with affected faculty shall be attempted
361 whenever schedule changes must be made after publication of the final class
362 schedule.

364 5.10.3 The District may permit the scheduling of classes or assignments in less than
365 a five-day period when such scheduling is appropriate and in the best interest
366 of the instructional program and is requested by the faculty member.

368 5.10.4 When establishing Intersessions ~~and hourly/daily~~ teaching schedules,
369 Division Deans shall consider the qualifications, training and experience of
370 the persons available to teach a class, ~~and among instructors for whom~~
371 ~~these factors are substantially equal, contract instructors shall receive~~
372 ~~preference for such assignments~~ and reasonable attempts shall be made
373 to equitably distribute such assignments.

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

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

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

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

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

402 5.10.5 The District will make an effort to avoid faculty schedules that include
403 consecutive late night and early morning class assignments or early morning
404 and late night assignments on the same day.

406 5.10.6 The assignment of independent study students to unit members will be on a
407 completely voluntary basis.

408

409 **5.11 SCHEDULING NON-INSTRUCTIONAL**

410 **5.11.1 In establishing schedules, Division Deans shall attempt to achieve**
411 **schedules that equitably distribute the number of service hours that non-**
412 **teaching faculty members must do to meet their load.**

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

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

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

422 **5.11.2 Schedule Change. Any changes to a non-instructional faculty's schedule**
423 **(beginning and ending times) can only occur if the District gives the faculty**
424 **member reasonable advance ~~fourteen (14) calendar days'~~ notice under the**
425 **circumstances.**

426 **5.124 CLASS SIZE**

427 **5.124.1 Classes may be canceled due to insufficient enrollment at the discretion of**
428 **the Division Dean (in accordance with the Vice President of Instruction) and**
429 **in accordance with ~~by following the~~ Office of Instruction current practices.:**

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

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

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

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

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

463
464 ~~f. If the canceled class is part of a full-time instructor's teaching load,~~
465 ~~the Instructional Dean will re-assign the instructor to another similar~~
466 ~~class, if available. Contract Full-Time instructors receive priority~~
467 ~~(Union Contract Section 5.6.4) for intersession~~
468 ~~assignments. Cancellation procedures also apply to these~~
469 ~~intersession assignments.~~

470
471 ~~g. The Instructional Deans' staff shall notify the students of the class~~
472 ~~cancellation and assist the students with information of other open~~
473 ~~sections.~~

474
475 ~~Note: Classes may be exempt from cancellation if the Instructional~~
476 ~~Dean determines the course is critical to a major fulfillment of a~~
477 ~~certificate or program completion~~

478
479 Whenever feasible, classes will be scheduled in rooms with capacities that
480 match section class limits. In specific cases where room capacity is greater
481 than a section's class size limit, the class size limit will not be raised unless
482 agreed upon as per the LGI process (See section 5.7.2). In specific cases
483 where room capacity is less than the section class size limit, the class size
484 limit will be set at room capacity. In situations in which the room size varies
485 by more than 10% from the class size limits, area Deans will offer sections of
486 the same course to faculty in a fair and equitable manner.

487
488 An effort will be made in the hospital clinical setting in the registered nurse
489 program to reduce the student- faculty ratio from 12:1 to 10:1.

490
491 5.124.2 LARGE GROUP INSTRUCTION ("LGI")

492
493 5.124.2.1 The District may, at its discretion, offer course sections in a Large
494 Group Instruction (LGI) format with closing numbers that exceed the
495 Normal Closing Number (NCN) for the course as maintained in the
496 college's curriculum inventory.

497
498 5.124.2.2 Assignments to LGI classes will be subject to the following
499 conditions:

- 500
501 a. Assignment is voluntary. At the time of schedule building,
502 Division Deans solicit and consider faculty requests to teach
503 LGI sections as well as room availability and student demand.
504 Once the schedule has been established, the Division Dean, in
505 consultation with faculty members, may convert sections to
506 LGI format based on student demand and room availability.
507 LGI offerings are subject to approval of the Vice President of
508 Instruction or designee. For a section to be eligible for LGI
509 compensation, the Vice President of Instruction or designee,
510 Division Dean, and faculty member must sign the appropriate

511 form.

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

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

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

525

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528

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

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530

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532

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

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537 **5.132 FLEXIBLE CALENDAR PROGRAM**

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

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546 **5.132.1 FLEX ADVISORY COMMITTEE**

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

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556 **5.132.2 FLEX OBLIGATION**

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

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562 **another day during the Spring Semester. Unit members must**
563 **attend the Fall FLEX day as part of their faculty obligations.** Full-
564 time faculty may **also** fulfill **the remainder** their annual FLEX
565 obligation by one of two methods:

566
567 a. Attending the ~~following scheduled~~ **Spring** on-campus FLEX
568 Day~~s~~:

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

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

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577 OR

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

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

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

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

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

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

604
605 **CALIFORNIA CHANCELLOR'S OFFICE - Flexible Calendar**
606 **Program 2020-21 Certification (FC-001):**

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

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612 **Agreements and records are maintained for each**

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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 development equals one hour of FLEX credit. As allowed by Title V, FLEX days are set aside in the

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academic calendar for faculty to participate in professional development activities related to staff, student, and instructional improvement. At COC, full time faculty have an obligation of 41 FLEX hours per year. FLEX time is in lieu of instructional time. All faculty members are paid the 41 hours in advance assuming you will complete your obligation. Any hours that are not completed by the June 30th deadline will be docked from your October paycheck. Please note that docked hours are deducted from your annual STRS service credit.

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

SANTA BARBARA CCD - AP 7160 PROFESSIONAL DEVELOPMENT:

Faculty Professional Development (Flex) Obligation

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

[....]

Part Time Instructional Faculty Obligation

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

Part Time Educational Support Faculty Obligation

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

https://www.sbcc.edu/boardoftrustees/files/policies/chapter_7_ap/AP%207160%20Professional%20Development.pdf

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

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- 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.
- dc.** 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.

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

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5.132.3 FLEX OBLIGATION TRACKING

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- 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.
 - 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.

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5.143 TRANSFER

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- 5.143.1 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.

766 5.143.2 Upon receipt of a request, the Office of Human Resources shall notify the
767 affected division.
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769 5.143.3 If the faculty member(s) requesting the transfer meet(s) the minimum
770 qualifications, or the equivalent, for the position, a selection committee with a
771 maximum of five (5) members, composed of the Division Dean /administrator
772 serving as the chair and appropriate faculty, will hold an informal meeting with
773 the faculty member who has requested the transfer. Job expectations,
774 percent of assignment, and qualifications will be discussed at this meeting.
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776 5.143.4 The committee chair and faculty who have attended the meeting will vote by
777 secret ballot to either accept or reject the transfer applicant, before outside
778 candidates are interviewed. Once accepted, the candidate shall meet with the
779 District President, who shall make the final decision.
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781 5.143.5 The vacancy created by the transfer will be opened and posted in
782 accordance with this section and Title 5 of the California Code of Regulations.
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784 5.154 PERSONNEL RECORDS
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786 5.154.1 Each employee has on file in the office of Human Resources an individual
787 folder containing the record of employment, the initial application, the signed
788 oath, transcripts, confidential references, minimum qualifications or credential
789 information, evaluation reports, documents supporting step and class
790 changes, a record of assignments and promotions, leave of absence records
791 and correspondence pertinent to the above.
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793 5.154.2 When new non-routine material for a personnel folder is received in the
794 Office of Human Resources, a copy is sent to the employee for whose file the
795 material is intended unless the employee has already received a copy and
796 has been informed of the right of reply. If the employee wishes to reply in
797 writing to this communication, the reply is also placed in the personnel folder.
798 Evaluation and the contents of evaluations are not subject to the grievance
799 procedure except as to the actual effect.
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801 5.154.3 If the employee and the Vice President of Human Resources agree that new
802 correspondence items are not relevant, such items may be given to the
803 employee and not placed in the file. Where agreement is not reached and the
804 item is included in the file, a covering letter may be placed in the file by the
805 employee.
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807 5.154.4 The individual may see all the contents of the folder except the confidential
808 references. The complete contents of the folder may be seen only by those
809 persons with a "need to know," or those who have a responsibility in reaching
810 a decision on the future status of the individual in the District, including
811 members of grievance panels and personnel selection committees.
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813 Signed and entered into this _____ day of _____, 2022.
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815 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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