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**PROPOSAL FROM THE  
PASADENA AREA COMMUNITY COLLEGE DISTRICT  
TO THE  
PASADENA CITY COLLEGE FACULTY ASSOCIATION**

**February 12, 2025**

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.

**5.2 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 the first week of the class.

5.3.3 Participate in the assessment of student learning outcomes and to report the results of class assessments according to mutually agreed upon established procedures. All faculty are responsible for assessing and reporting student learning outcomes for all courses, including overload, summer, and intersession.

52 All full-time faculty members are expected to participate in the development and  
53 submission of related reports and to integrate results of assessments into  
54 comprehensive program review and annual updates.

55  
56 **5.4 GENERAL**

57  
58 Bargaining Unit members are responsible to:

59  
60 5.4.1 Participate in a range of professional activities related to their assigned duties  
61 each semester, including: Curriculum development and update, and College  
62 governance, if in full-time status; hiring committees and other District-sanctioned  
63 committees; division and department meetings; participation in discipline specific  
64 organizations (e.g., boards, advisory groups, etc., both internal and external);  
65 grant writing or research and writing of an academic nature that benefits  
66 teaching, learning, or counseling; serving on accreditation site teams; inter-  
67 department collaboration projects; coordination with K-12 and other institutions of  
68 higher learning; faculty mentoring; attendance at professional conferences and  
69 trainings that benefit the functions of the District or teaching, learning, or  
70 counseling; attending board meetings; advising student clubs; community  
71 outreach, student recruitment efforts, public relations events for the benefit of the  
72 District; and fundraising and soliciting donations for benefit of the foundation or  
73 students clubs.

74  
75 Members shall have the ability to determine the above professional  
76 responsibilities in which they meet this obligation and shall report the activity to  
77 their immediate supervisor upon request. Other activities that benefit the District  
78 or college or that improve teaching, learning, or counseling shall constitute  
79 professional responsibilities by mutual agreement between the Unit Member and  
80 the immediate supervisor.

81  
82 Overload and extra duty assignments do not relieve a full-time faculty member of  
83 meeting professional responsibilities associated with their normal load as set  
84 forth in this article.

85  
86 5.4.2 Maintain currency in areas of specialization.

87  
88 5.4.3 Perform those duties normally associated with his/her assignment.

89  
90 **5.5 NON-TEACHING FACULTY**

91  
92 5.5.1 The assignment of a full-time, non-teaching member of the unit shall be one  
93 hundred seventy-six (176) duty days per fiscal year, thirty-five hours per week,  
94 plus five (5) hours per week for professional growth and development, College  
95 governance and other professional responsibilities.

96  
97 The assignment of an eleven-month full-time, non-teaching member of the  
98 unit shall be one hundred ninety-eight (198) days per fiscal year, thirty-five hours  
99 per week, plus an additional five (5) hours per week for professional growth and  
100 development, College governance and other professional responsibilities.

101  
102 The assignment of a twelve-month full-time, non-teaching member of the unit

shall be two- hundred-twenty (220) days per fiscal year, thirty-five hours per week, plus an additional five hours per week for professional growth and development, College governance and other professional responsibilities.

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

## 5.6 TEACHING FACULTY – CREDIT COURSES

5.6.1 The assignment for a full-time, classroom instructor of credit classes shall be one hundred seventy-six (176) duty days per fiscal year, thirty-four (34) hours per week consisting of a combination of in-class teaching and preparation for teaching, plus five and one half (5.5) hours of additional time for student conferences, plus five and one half (5.5) hours for professional growth and development, College governance and other professional responsibilities. The first duty day will be the first business day prior to the start of the Fall classes.

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

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

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

5.6.2 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.

**5.6.3** The determination of classroom assignments for a full-time instructor of credit classes in the divisions below shall have the following lab to lecture ratio;

| Assignment        | Lecture | Lab     |
|-------------------|---------|---------|
| Natural Science   | 1.0     | 1.0     |
| Nursing           | 1.0     | 1.0     |
| Dental Hygiene    | 1.0     | 1.00-83 |
| Dental Assistant  | 1.0     | 1.00-78 |
| Other disciplines | 1.0     | 1.00-75 |

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

### 5.6.3 CONFERENCE HOURS

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

Faculty will have the option to conduct office hours remotely commensurate to the same percentage of the faculty member’s online/distance education teaching assignment for the term.

5.6.3.2 During the final examination period, required conference hours may be scheduled in a pattern appropriate to the faculty member’s final examination schedule and student needs. A copy of the revised office hours and final examination schedule shall be posted, and a copy shall be submitted to the division dean.

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

5.6.4.1 Unless excepted by this Agreement, each hour designated in the College Catalog as lecture shall be given credit as (1) LHE.

5.6.4.2 Unless excepted by this Agreement, each hour designated in the College Catalog as laboratory shall be given credit as 1.0 LHE.

5.6.4.3 Unless excepted by this Agreement, each hour designated in the College

205 Catalog as activity shall be given credit as 0.87 LHE.  
206

207 5.6.4.4 Each hour designated in the College Catalog as laboratory in a Physical  
208 Education Activity course shall be given credit as 0.7143 LHE.  
209

210 5.6.4.5 Each hour designated as field practice shall be given 0.200 LHE.  
211

## 212 **5.7 LOAD BALANCING**

213  
214 In the event that a faculty member's schedule is less than 100% of a full-time load in a  
215 primary term, that faculty member shall either: 1) be scheduled for an additional class or  
216 assignment during the primary term and paid at their hourly/overload rate for hours in  
217 excess of 100% of a full-time load; or 2) be assigned additional classes or assignments  
218 to balance teaching loads across both terms (Fall & Spring semester) to equal 100% of  
219 an annual full-time load. Hours in excess of 100% of a full-time load shall be paid at the  
220 faculty member's hourly/overload rate; or 3) if the faculty member refuses to be assigned  
221 overload in either semester, the faculty member shall receive a pro-rata pay reduction  
222 for the amount below 100% of an annual full-time load for 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 **5.8 PART-TIME FACULTY – CREDIT COURSES**

230  
231  
232 5.8.1 Part-time faculty should be paid comparable to full-time faculty for the same  
233 responsibilities. Achieving the goal of comparable pay for comparable work  
234 means that the District has reached parity. In years where faculty receive  
235 increases, the parties agree in negotiations to work towards parity by ensuring  
236 that part-time faculty receive a higher percentage increase than full-time faculty.  
237

238 5.8.2 Comparable work for full-time and part-time faculty is defined as classroom  
239 teaching, class preparation and grading, advising students, and assessment  
240 work.  
241

242 5.8.3 A full-time faculty weekly teaching load is defined as 17 LHE, 17 hours of class  
243 preparation and grading, 5.5 hours of student advisement, and 5.5 hours of  
244 college service. Therefore, full-time faculty members spend 39.5 out of a 45-hour  
245 workweek, or 87.5% of their load on comparable work to that of part-time faculty.  
246

247 5.8.4 Part-time parity, therefore, is defined as 87.5% of the responsibilities of a full-time  
248 faculty member. Part-time faculty members are not responsible for college  
249 service.  
250

251 5.8.5 The Association and the District will conduct further negotiations to determine  
252 how the parity percentage is applied to the various salary schedules on which  
253 faculty are paid on an hourly basis, and how any increase in part-time salary is  
254 computed in relation to the goal of parity.  
255

256 Parity Formula – Parity formula shall be calculated on a full-time faculty spending  
257 39.5 hours per week out of 45 hours per week on comparable duties as part-time  
258 faculty or 87.8% per week of their time on the same duties as Part-Time Faculty.  
259 (39.5/45=87.8%).  
260

261 5.8.6 Office Hours – Part-time faculty (Credit) will be paid for the following office hours  
262 per semester at the employee’s hourly rate for each assigned lecture hour:

| 263 <u>Lecture/Lab Units</u> | 264 <u>Office Hours</u> |
|------------------------------|-------------------------|
| 265 .5 up to 2.99            | 266 8 hours             |
| 267 3 up to 7.99             | 268 10 hours            |
| 269 8 or more                | 270 12 Hours            |

271  
272 Scheduling of such office hours will be subject to the approval of the applicable dean  
273 and listed on the course syllabus. Office hours will be held on no less than four days,  
274 and no shorter than one-half hour per day. Office hours will be considered as  
275 professional ancillary activities, and as such, will not be counted for purposes of  
276 calculating eligibility for contract or regular status under the Education Code. (See Educ.  
277 Code §§ 87482.5, 87884).  
278

279 Part-Time faculty will have the option to conduct their office hours remotely  
280 synchronously. Conducting office hours remotely means that part-time faculty are  
281 interacting live with students in an approved synchronous platform, in addition to  
282 interacting with students via chat, text, or email.  
283

## 284 5.9 TEACHING FACULTY – NONCREDIT CLASSES

285  
286 5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per  
287 fiscal year, forty-five (45) hours per week consisting of twenty-five (25) teaching  
288 hours, twelve (12) preparation hours, four (4) office hours, and four (4) hours for  
289 governance and/or professional development. First-year contract (probationary)  
290 and temporary faculty shall have two (2) additional days of assignment for  
291 orientation.  
292

293 The eleven-month full-time non-credit load shall be one hundred ninety-eight  
294 (198) days per fiscal year, forty-five (45) hours per week consisting of twenty-five  
295 (25) teaching hours, twelve (12) preparation hours, four (4) office hours, and four  
296 (4) hours for governance and/or professional development. First-year contract  
297 (probationary) and temporary faculty shall have two (2) additional days of  
298 assignment for orientation.  
299

300 The assignment of a twelve-month full-time, non-credit member of the unit shall  
301 be two- hundred-twenty days (220) days per fiscal year, forty-five (45) hours per  
302 week of twenty- five (25) teaching hours, twelve (12) preparation hours, four (4)  
303 office hours, and four (4) hours for governance and/or professional development.  
304 First-year contract (probationary) and temporary faculty shall have two (2)  
305 additional days of assignment for orientation.  
306

307 Faculty will have the option to conduct office hours remotely commensurate to  
308 the same percentage of the faculty member's online/distance education teaching  
309 assignment for the term.

310  
311 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled. This  
312 requirement shall include travel time between two sites when teaching  
313 assignments for a given day are on more than one campus.

314  
315 5.9.3 All overload/hourly assignments are in excess of contractual obligations. Except  
316 for the welfare of the College, no contract or regular faculty member shall have a  
317 total overload or hourly assignment exceeding an average of nine (9) hours per  
318 week in any semester, unless a single assignment exceeds this amount.  
319 Exceptions to the nine (9) hour assignment must be recommended by the  
320 Division Dean and approved by the Vice President for Instruction.

321  
322 5.9.4 Those affected employees on less than 100% assignment shall serve the pro  
323 rata hours to those in sections 5.5.1 and 5.5.2.

## 324 325 **5.10 CLASS SCHEDULES**

326  
327 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve  
328 schedules that equitably distribute the number of class preparations that faculty  
329 members must do for lecture or laboratory classes. The District will make a  
330 reasonable effort to establish assignments requiring no more than three (3)  
331 preparations.

332  
333 5.10.2 To the fullest extent practicable, Division Deans shall solicit and consider faculty  
334 requests prior to establishing both the proposed and final class schedules.  
335 Additional consultation with affected faculty shall be attempted whenever  
336 schedule changes must be made after publication of the final class schedule.

337  
338 5.10.3 The District may permit the scheduling of classes or assignments in less than a  
339 five-day period when such scheduling is appropriate and in the best interest of  
340 the instructional program and is requested by the faculty member.

341  
342 5.10.4 When establishing Intersessions and hourly/daily teaching schedules, Division  
343 Deans shall consider the qualifications, training and experience of the persons  
344 available to teach a class, and among instructors for whom these factors are  
345 substantially equal, contract instructors shall receive preference for such  
346 assignments and reasonable attempts shall be made to equitably distribute such  
347 assignments.

348 a. Intersession teaching assignments may not exceed the semester  
349 equivalent to 67% of a full-time faculty member's load during the primary term  
350 (Fall/Spring) unless approved by the Vice-President of Instruction.

351  
352 b. Intersession **Adjunct** Faculty – Credit and Non-credit. Payment for Board-  
353 approved or legal holidays is authorized for each Intersession's credit classes if  
354 these classes would normally be scheduled on those days. In any case the  
355 maximum number of hours to be contracted will be equivalent to the hours per  
356 week the class would meet in a regular semester. Payment for the July 4 holiday  
357 is authorized for non-credit classes if those classes would normally be scheduled

358 on that day.

359  
360 5.10.5 The District will make an effort to avoid faculty schedules that include  
361 consecutive late night and early morning class assignments or early morning and  
362 late-night assignments on the same day.

363  
364 5.10.6 The assignment of independent study students to unit members will be on a  
365 completely voluntary basis.

366  
367  
368 **5.11 SCHEDULING NON-INSTRUCTIONAL**

369  
370 5.11.1 In establishing schedules, Division Deans shall attempt to achieve schedules that  
371 equitably distribute the number of service hours that non-teaching faculty  
372 members must do to meet their load.

373  
374 Division Deans shall solicit and consider faculty requests prior to establishing the  
375 proposed and final service schedules.5.11.2 Schedule Change. Any changes to a  
376 non-instructional faculty's schedule (beginning and ending times) can only occur  
377 if the District gives the faculty member reasonable advance notice under the  
378 circumstances.

379  
380 **5.12 CLASS SIZE**

381  
382 5.12.1 Classes may be cancelled due to insufficient enrollment at the discretion of the  
383 Division Dean (in accordance with the Vice President of Instruction) and in  
384 accordance with Office of Instruction current practices.

385  
386 Whenever feasible, classes will be scheduled in rooms with capacities that match  
387 section class limits. In specific cases where room capacity is greater than a  
388 section's class size limit, the class size limit will not be raised unless agreed upon  
389 as per the LGI process (See section 5.7.2). In specific cases where room  
390 capacity is less than the section class size limit, the class size limit will be set at  
391 room capacity. In situations in which the room size varies by more than 10% from  
392 the class size limits, area Deans will offer sections of the same course to faculty  
393 in a fair and equitable manner.

394  
395 An effort will be made in the hospital clinical setting in the registered nurse  
396 program to reduce the student- faculty ratio from 12:1 to 10:1.

397  
398 5.12.2 LARGE GROUP INSTRUCTION ("LGI")

399  
400 5.12.2.1 The District may, at its discretion, offer course sections in a Large Group  
401 Instruction (LGI) format with closing numbers that exceed the Normal  
402 Closing Number (NCN) for the course as maintained in the college's  
403 curriculum inventory.

404  
405 5.12.2.2 Assignments to LGI classes will be subject to the following conditions:

406  
407 a. Assignment is voluntary. At the time of schedule building, Division Deans  
408 solicit and consider faculty requests to teach LGI sections as well as room



409 availability and student demand. Once the schedule has been  
410 established, the Division Dean, in consultation with faculty members, may  
411 convert sections to LGI format based on student demand and room  
412 availability. LGI offerings are subject to approval of the Vice President of  
413 Instruction or designee. For a section to be eligible for LGI compensation,  
414 the Vice President of Instruction or designee, Division Dean, and faculty  
415 member must sign the appropriate form.

416  
417 b. Instructors of LGI classes will receive additional compensation in the form  
418 of a stipend. The stipend will be based upon the total student enrollment,  
419 at the census date, compared to the normal class closing number (NCN),  
420 expressed as a percentage, as described below:

421  
422 110% to 150% of NCN = \$900 stipend  
423 151% to 200% of NCN = \$1800 stipend  
424 201% to 250% of NCN = \$2700 stipend  
425 251% to 300% of NCN = \$3600 stipend  
426 301% to 350% of NCN = \$4500 stipend  
427

428  
429  
430 ~~\$1800 if the class size were 100 students, \$3600 if the class size were 150~~  
431 ~~students, and \$5400 if the class size were 200 students.~~

432 c. The District will provide for instructional assistants when requested by the  
433 instructor, to assist with roll-taking and grading and other related duties,  
434 as follows:  
435 133% to 199% of NCN = 3 hours/week  
436 200% to 299% of NCN = 6 hours/week  
437 300% and above = 9 hours/week  
438

439  
440 **5.13 FLEXIBLE CALENDAR PROGRAM**  
441

442 A flexible calendar program consists of the replacement of instruction time (i.e. flex) that  
443 can be taken within the academic calendar for professional development. The Calendar  
444 Committee will recommend a calendar with the scheduled FLEX days per year not to  
445 exceed (2) days in total. These days can be taken as a full workday or incrementally until  
446 the total number of hours accumulate to meet the employee's FLEX obligation.  
447

448 **5.13.1 FLEX ADVISORY COMMITTEE**  
449

- 450 1. The FLEX Advisory Committee, a sub-committee of the College Council  
451 Professional Development Committee, will plan, implement, and assess activities  
452 for on-campus professional development (FLEX) days.
- 453 2. One Faculty Association Executive Board member will be a member of the FLEX  
454 Advisory Committee.  
455

456 **5.13.2 FLEX OBLIGATION**  
457

- 458 1. Full-time faculty obligation is 12 hours (2 days) of FLEX. The Fall FLEX Day will  
459 be the first business day prior to the start of Fall classes. The Spring FLEX day

460 may be scheduled on the first business day prior to the start of Spring classes or  
461 another day during the Spring Semester if approved by the Board based upon  
462 the recommendation of the calendar committee. Full-time faculty may fulfill their  
463 annual FLEX obligation by one of two methods:  
464

465 a. Attending the scheduled on-campus FLEX Day:  
466

467 OR  
468

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

474 2. The obligation for faculty on reduced workloads is twelve (12) hours multiplied by  
475 the faculty member's percent teaching load. Completion of activities referenced  
476 in 1.2.1a and b above shall fulfill FLEX requirements for faculty on reduced  
477 workloads.  
478

479 3. **Adjunct** Faculty (part-time and full-time overload):  
480

481 a. **Adjunct** faculty shall have a FLEX obligation equivalent to their relative  
482 load on the day of the FLEX, as reflected by their schedule.  
483

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

486 i. attending FLEX Day for the same number of hours they are  
487 scheduled to teach on that day or,  
488

489 ii. completing equivalent flexible (in-lieu) FLEX hours equal to the  
490 hours they are scheduled to teach on any scheduled FLEX Day during  
491 the academic year.  
492

493 c. **Adjunct** faculty who fulfill 5.12.2.3.a or b will be paid as if they had taught  
494 that day.

495 d. **Adjunct** faculty who are not scheduled to teach have no FLEX obligation,  
496 but may participate voluntarily without compensation.  
497

498 e. FLEX Day activities will be offered for faculty who normally teach in the  
499 evening.  
500

### 501 5.13.3 FLEX OBLIGATION TRACKING

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

505 b. It is the responsibility of the individual faculty member to track and report  
506 FLEX participation. Participation in on-campus FLEX days and in-lieu  
507 activities will be tracked by each faculty member in accordance with  
508 PCC's FLEX guidelines.  
509

510 c. Faculty who facilitate a professional development event that has been

511 approved by the FLEX advisory committee or Professional Development  
512 standing committee will receive double FLEX credit (e.g. a 2-hour  
513 workshop will count as 4 hours of FLEX credit).  
514 d. Faculty who develop a professional development event that has been  
515 approved by the FLEX advisory committee or Professional Development  
516 standing committee will receive triple FLEX credit (e.g. a 2-hour workshop  
517 will count as 6 hours of FLEX credit) the first time the event is offered.  
518

#### 519 **5.14 TRANSFER**

520  
521 5.14.1 At the same time an authorized faculty position is opened, the office of Human  
522 Resources shall notify each regular faculty member by email. Regular faculty  
523 members will have ten  
524 (10) work days from the date of notice to file a request for transfer to the division.  
525

526 5.14.2 Upon receipt of a request, the Office of Human Resources shall notify the  
527 affected division.  
528

529 5.14.3 If the faculty member(s) requesting the transfer meet(s) the minimum  
530 qualifications, or the equivalent, for the position, a selection committee with a  
531 maximum of five (5) members, composed of the Division Dean /administrator  
532 serving as the chair and appropriate faculty, will hold an informal meeting with  
533 the faculty member who has requested the transfer. Job expectations, percent of  
534 assignment, and qualifications will be discussed at this meeting.  
535

536 5.14.4 The committee chair and faculty who have attended the meeting will vote by  
537 secret ballot to either accept or reject the transfer applicant, before outside  
538 candidates are interviewed. Once accepted, the candidate shall meet with the  
539 District President, who shall make the final decision.  
540

541 5.14.5 The vacancy created by the transfer will be opened and posted in accordance  
542 with this section and Title 5 of the California Code of Regulations.  
543

#### 544 **5.15 PERSONNEL RECORDS**

545  
546 5.15.1 Each employee has on file in the office of Human Resources an individual folder  
547 containing the record of employment, the initial application, the signed oath,  
548 transcripts, confidential references, minimum qualifications or credential  
549 information, evaluation reports, documents supporting step and class changes, a  
550 record of assignments and promotions, leave of absence records and  
551 correspondence pertinent to the above.  
552

553 5.15.2 When new non-routine material for a personnel folder is received in the Office of  
554 Human Resources, a copy is sent to the employee for whose file the material is  
555 intended unless the employee has already received a copy and has been  
556 informed of the right of reply. If the employee wishes to reply in writing to this  
557 communication, the reply is also placed in the personnel folder. Evaluation and  
558 the contents of evaluations are not subject to the grievance procedure except as  
559 to the actual effect.  
560

561 5.15.3 If the employee and the Vice President of Human Resources agree that new

562 correspondence items are not relevant, such items may be given to the  
563 employee and not placed in the file. Where agreement is not reached and the  
564 item is included in the file, a covering letter may be placed in the file by the  
565 employee.

566 5.15.4 The individual may see all the contents of the folder except the confidential  
567 references. The complete contents of the folder may be seen only by those  
568 persons with a “need to know,” or those who have a responsibility in reaching a  
569 decision on the future status of the individual in the District, including members of  
570 grievance panels and personnel selection committees.

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573 Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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575 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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