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**PROPOSAL FROM THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
October 19, 2022**

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

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**ARTICLE 16
(NEW)
DISTANCE EDUCATION (Online and Hybrid Classes)**

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16.1 **Definition:** Distance education includes both the Hybrid and Online classes defined by Title 5 where the instructor and student are separated by distance and interact through the assistance of technology. For all courses offering online components there shall be regular and effective contact as defined by Section 55204 of Title 5.

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16.2 Participation by faculty in distance education at Pasadena City College is voluntary. The decision by a faculty member not to be involved with distance education will not be negatively evaluated.

16.3 **Certification:** All distance education instructors, prior to their first distance education assignment, shall complete training approved by the Distance Education Department or demonstrate mastery or competency in online education. **Faculty who instruct online shall maintain certification to teach in online or hybrid format, as required by the academic senate guidelines and any state laws or regulations.**

16.4 **Full-time Faculty Load Limitation:** A full-time faculty member may be assigned to teach up to 80% of their contract load each regular primary term (Fall or Spring) assignment as online learning or a combination of online learning and hybrid **can request 80% of their contract load as online classes, and if online classes are available or are later added to the class schedule, Deans must assign them according to seniority.**

Any deviation from this load limitation must be approved by the Division Dean and the Vice President of Instruction.

[Note: Faculty have no vested right to a particular teaching assignment, only to continued employment within their qualifications. (Clark v. Yosemite Community College Dist., (9th Cir. 1984) 785 F.2d 781, 789-790; Thompson v. Modesto City High School District (1977) 19 Cal. 3d 620, 623-24; accord Malynn v. Morgan Hill Unified School District (1982) 137 Cal. App. 3d 785, 786-89.) Instead, Community college districts have the inherent power to assign faculty employees to any assignment within their qualifications. (Educ. Code §§ 70902; 72400; 87003; 87715.) As PERB has recognized, the direction of work force and determination of what work is performed by employees is a managerial prerogative, at the core of managerial control, and not subject to bargaining. (Davis Joint Unified School District (1984) PERB Decision No. 393; Trustees of the California State University (2006) PERB Dec. No.1853.)

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