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**PROPOSAL FROM THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
TO THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT
November 4, 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 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.

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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 53 16.5 **Virtual Office Hours:** All distance education instructors shall conduct virtual office hours.
 54 The number of virtual office hours shall be no less than the percentage of the faculty
 55 member's contract load that is designated as distance education held in proportion to the
 56 professor's distance learning load. Virtual office hours can be conducted from any location.
 57 The virtual office hours schedule and the synchronous method of interaction shall be
 58 communicated to division offices via established division procedures and to students via
 59 the course syllabus.

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 61 16.6 **Class size for Distance Learning Classes:** The class size limit for a distance education
 62 class shall be the same as for traditional classes (face-to-face).

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 64 16.7 **Evaluations ~~and Classroom Visitation~~ in Distance Education Courses:** Evaluations
 65 shall be conducted under Article 7 - Evaluation Procedures. Prior to the evaluation of a
 66 distance education course or online component of a hybrid course the instructor shall be
 67 given the opportunity to provide guidance to the administrator/designee and/or peer
 68 evaluator regarding course organization and content that is applicable at the time of
 69 review. **All evaluators may access the online course at the agreed upon days and**
 70 **times. The District shall notify the Instructional Faculty unit member of Record in**
 71 **advance of any plan to enter a Distance Education course for evaluation reasons.**
 72 **Prior knowledge of the entry is a requirement.** Such visitors to a faculty member's
 73 **online course shall be added to the LMS in the "Observer" role.**

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 75 16.7.1 **Peer Evaluators:** The peer evaluators, who shall be certified in distance
 76 education, shall be granted access to the designated course by the Distance
 77 Education Department with prior notice to the instructor for a specific period of
 78 time. The instructor shall guide the peer evaluators through the course by providing
 79 directions, explaining the features of the course, and exploring the course with the
 80 evaluators. The peer evaluator shall not have direct online contact with students
 81 enrolled in the class. **If possible, peer evaluators will have taught in the**
 82 **mode/format being evaluated (online or hybrid) within the current year.**

83
 84 16.7.2 **Duration:** The evaluation of the course may occur over multiple visits within a
 85 seven consecutive day period beginning with the first day of online entry into the
 86 course. Follow-up observations may be arranged with the approval of the Division
 87 Dean who chairs the evaluation committee. For hybrid courses, the same peer
 88 evaluator will observe both the online and face-to-face portions of the course.
 89 Access to the online portion will follow the above procedure.

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 91 16.7.3 **Evaluation Form:** For the evaluated online/hybrid class the evaluator will submit
 92 the form approved for use in online/hybrid classes.

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 94 Signed and entered into this _____ day of _____, 2022.

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 96 FOR THE COLLEGE DISTRICT FOR THE ASSOCIATION
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