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**PROPOSAL FROM THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE
PASADENA CITY COLLEGE FACULTY ASSOCIATION
July 7, 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

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5.1.1 Unit members shall meet assigned classes or report to established work stations at the times and places scheduled.

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5.1.2 Unit members shall report absence to the division office at the earliest possible time prior to the start of assigned duties.

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5.1.3 The first duty day of the semester will be the first business day prior to the scheduled start of classes in the semester.

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[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 prior to** the first **week-day** 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, plus five and one half (5.5) hours of additional time for student
120 conferences, plus five and one half (5.5) hours for professional growth and
121 development, College governance and other professional responsibilities.

122 **The first duty day will be the first business day prior to the start of the**
123 **Fall classes.**

124 **[Moved to 5.1.3, as modified.]**

125
126 The assignment for an eleven-month full-time, classroom instructor shall be
127 one hundred ninety-eight (198) days per fiscal year, thirty-four (34) hours per
128 week consisting of a combination of in-class teaching and preparation for
129 teaching, plus five and one half (5.5) hours of additional time for student
130 conferences, plus five and one half (5.5) hours for professional growth and
131 development, College governance and other professional responsibilities.

132
133 The assignment of a twelve-month full-time, classroom instructor shall be
134 two-hundred- twenty days (220) days per fiscal year, thirty-four (34) hours per
135 week consisting of a combination of in-class teaching and preparation for
136 teaching, plus five and one half (5.5) hours of additional time for student
137 conferences, plus five and one half (5.5) hours for professional growth and
138 development, College governance and other professional responsibilities.

139
140 First year contract (probationary) and temporary faculty shall have two (2)
141 additional days of assignment for orientation prior to the first duty day.

- 142
143 5.6.2 **All overload/hourly assignments are in excess of contractual**
144 **obligations. Except for the welfare of the College, no contract or regular**
145 **faculty member shall have a total overload or hourly assignment**
146 **exceeding an average of nine (9) hours per week in any semester,**
147 **unless a single assignment exceeds this amount. Exceptions to the**
148 **nine (9) hour assignment must be recommended by the Division Dean**
149 **and approved by the Vice President for Instruction.**

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

151 **5.6.3** CONFERENCE HOURS

152
153

154 5.6.~~32~~.1 Full-time unit members shall schedule their five and one half (5.5)
155 student conference hours on no fewer than three (3) different days
156 per week. Unit members on reduced load or reassignment shall
157 have their conference hours reduced by a percentage equivalent to
158 their reassignment or reduction in load. Unit members on reduced
159 load shall schedule student conference hours on no fewer days than
160 one less than the number of required conference hours. Conference
161 hours will be held between the hours of 6:00 a.m. and 10:00 p.m.
162 unless otherwise approved by the Division Dean. No single
163 conference period shall be less than thirty (30) minutes in length.
164 Conference hours will not be scheduled between 12:00 p.m. and
165 1:00 p.m. on Tuesdays or Thursdays and will not be scheduled to
166 conflict with the instructor's class assignments. Conference hours
167 shall be held in the unit member's office, a laboratory facility readily
168 accessible to students, or other location approved by the unit
169 member's immediate supervisor and based on a schedule posted no
170 later than the first Monday following the opening of a semester.
171

172 5.6.~~32~~.2 During the final examination period, required conference hours may
173 be scheduled in a pattern appropriate to the faculty member's final
174 examination schedule and student needs. A copy of the revised
175 office hours and final examination schedule shall be posted, and a
176 copy shall be submitted to the division dean.
177

178 5.6.~~43~~ Unless excepted by this Agreement, the classroom assignment for a full-time
179 instructor of credit classes shall be a minimum of thirty (30) lecture hour
180 equivalent (LHE) per year, with the general expectation of there being 15
181 LHE per semester. An LHE is based on one lecture hour per week for a full
182 semester (18 weeks). For a 16-week compressed academic calendar, the
183 actual hours of instruction or service shall be calculated at the rate of 1 LHE =
184 1.13 lecture hours.
185

186 5.6.~~43~~.1 Unless excepted by this Agreement, each hour designated in the
187 College Catalog as lecture shall be given credit as (1) LHE.
188

189 5.6.~~43~~.2 Unless excepted by this Agreement, each hour designated in the
190 College Catalog as laboratory shall be given credit as 0.75 LHE.
191

192 5.6.~~43~~.3 Unless excepted by this Agreement, each hour designated in the
193 College Catalog as activity shall be given credit as 0.87 LHE.
194

195 5.6.~~43~~.4 Each hour designated in the College Catalog as laboratory in a
196 Physical Education Activity course shall be given credit as 0.7143
197 LHE.
198

199 5.6.~~43~~.5 Each hour designated as field practice shall be given 0.200 LHE.
200

201 5.7 LOAD BALANCING

202
203 In the event that a faculty member's schedule is less than 100% of a full-time load in
204 a primary term, that faculty member shall either: 1) be scheduled for an additional

205 class or assignment during the primary term and paid at their hourly/overload rate for
206 hours in excess of 100% of a full-time load; or 2) be assigned additional classes or
207 assignments to balance teaching loads across both terms (Fall & Spring semester) to
208 equal 100% of an annual full-time load. Hours in excess of 100% of a full-time load
209 shall be paid at the faculty member's hourly/overload rate; or 3) if the faculty member
210 refuses to be assigned overload in either semester, the faculty member shall receive
211 a pro-rata pay reduction for the amount below 100% of an annual full-time load for
212 the academic year.

213
214 5.7.1 The classroom assignment for a full-time instructor of credit classes in a block
215 program shall be twenty (20) hours per week. A "block program" is an
216 occupational program which generally involves both lecture and laboratory
217 components, and is generally offered in 4-hour blocks.

218
219 5.7.2 ~~The determination of classroom assignments for a full-time instructor of~~
220 ~~credit classes in those divisions which have established a practice of~~
221 ~~leveling assignments based on lecture and laboratory components and~~
222 ~~also on class size in lecture sections, such as Natural Sciences, shall~~
223 ~~be continued.~~

224
225 ~~5.7.3~~—The determination of classroom assignments for a full-time instructor of credit
226 classes in an open-lab environment in those divisions which have established
227 such an environment shall be continued. An "open-lab" environment is one in
228 which, though there may be some group instruction, the primary role of the
229 instructor is to provide direction and assistance on an individual basis.

230 231 5.8 PART-TIME FACULTY – CREDIT COURSES

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

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

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

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

253
254 5.8.5 The Association and the District will conduct further negotiations to determine
255 how the parity percentage is applied to the various salary schedules on which

256 faculty are paid on an hourly basis, and how any increase in part-time salary
257 is computed in relation to the goal of parity.

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

263
264 5.8.6 Office Hours – Part-time faculty will be paid for eight (8) office hours per
265 semester at the employee’s hourly rate. Scheduling of such office hours will
266 be subject to the approval of the applicable dean and listed on the course
267 syllabus. Office hours will be held on no less than four days, and no shorter
268 than one-half hour per day. Office hours will be considered as professional
269 ancillary activities, and as such, will not be counted for purposes of
270 calculating eligibility for contract or regular status under the Education Code.
271 (See Educ. Code §§ 87482.5, 87884).

272
273 The parties agree to reopen Article 5.8.6 annually for term of the Agreement.

274
275 5.9 TEACHING FACULTY – NONCREDIT CLASSES

276
277 5.9.1 The full-time noncredit load shall be one hundred seventy-six (176) days per
278 fiscal year, forty-five (45) hours per week consisting of twenty-five (25)
279 teaching hours, twelve (12) preparation hours, four (4) office hours, and four
280 (4) hours for governance and/or professional development. First-year contract
281 (probationary) and temporary faculty shall have two (2) additional days of
282 assignment for orientation.

283
284 The eleven-month full-time non-credit load shall be one hundred ninety-eight
285 (198) days per fiscal year, forty-five (45) hours per week consisting of twenty-
286 five (25) teaching hours, twelve (12) preparation hours, four (4) office hours,
287 and four (4) hours for governance and/or professional development. First-
288 year contract (probationary) and temporary faculty shall have two (2)
289 additional days of assignment for orientation.

290
291 The assignment of a twelve-month full-time, non-credit member of the unit
292 shall be two- hundred-twenty days (220) days per fiscal year, forty-five (45)
293 hours per week of twenty- five (25) teaching hours, twelve (12) preparation
294 hours, four (4) office hours, and four (4) hours for governance and/or
295 professional development. First-year contract (probationary) and temporary
296 faculty shall have two (2) additional days of assignment for orientation.

297
298 5.9.2 A minimum of thirty (30) hours of the weekly assignment shall be scheduled.
299 This requirement shall include travel time between two sites when teaching
300 assignments for a given day are on more than one campus.

301
302 5.9.3 **All overload/hourly assignments are in excess of contractual**
303 **obligations. Except for the welfare of the College, no contract or regular**
304 **faculty member shall have a total overload or hourly assignment**
305 **exceeding an average of nine (9) hours per week in any semester,**
306 **unless a single assignment exceeds this amount. Exceptions to the**

307 nine (9) hour assignment must be recommended by the Division Dean
308 and approved by the Vice President for Instruction.
309 [Moved from Article 5.10.4 (a and b).]
310

311 **5.9.4** Those affected employees on less than 100% contract assignment shall
312 serve the pro rata hours to those in sections 5.5.1 and 5.5.2.
313

314 5.10 CLASS SCHEDULES
315

316 5.10.1 In establishing class schedules, Division Deans shall attempt to achieve
317 schedules that equitably distribute the number of class preparations that
318 faculty members must do for lecture or laboratory classes. The District will
319 make a reasonable effort to establish assignments requiring no more than
320 three (3) preparations.
321

322 5.10.2 To the fullest extent practicable, Division Deans shall solicit and consider
323 faculty requests prior to establishing both the proposed and final class
324 schedules. Additional consultation with affected faculty shall be attempted
325 whenever schedule changes must be made after publication of the final class
326 schedule.
327

328 5.10.3 The District may permit the scheduling of classes or assignments in less than
329 a five-day period when such scheduling is appropriate and in the best interest
330 of the instructional program and is requested by the faculty member.
331

332 5.10.4 When establishing Intersessions and hourly/daily teaching schedules,
333 Division Deans shall consider the qualifications, training and experience of
334 the persons available to teach a class, and among instructors for whom
335 these factors are substantially equal, contract instructors shall receive
336 preference for such assignments and reasonable attempts shall be made
337 to equitably distribute such assignments.
338

339 a. All overload/hourly assignments are in excess of contractual
340 obligations.
341

342 b. Except for the welfare of the College, no contract or regular
343 faculty member shall have a total overload or hourly assignment
344 exceeding an average of nine (9) hours per week in any
345 semester, unless a single assignment exceeds this amount.
346 Exceptions to the nine (9) hour assignment must be
347 recommended by the Division Dean and approved by the Vice
348 President for Instruction.
349 [Moved to Article 5.6.2 and 5.9.3 above.]
350

351 c. Intersession teaching assignments may not exceed the semester
352 equivalent to eleven (11) hours per week 67% of a full-time faculty
353 member's load during the primary term (Fall/Spring) unless
354 approved by the Vice-President of Instruction.
355

356 bd. Intersession Hourly Paid Faculty – Credit and Non-credit. Payment for
357 Board- approved or legal holidays is authorized for each

409 Division Dean, and faculty member must sign the appropriate
410 form.

411
412 b. Instructors of LGI classes will receive additional compensation
413 in the form of a stipend. The stipend will be based upon the
414 total student enrollment, at the census date, compared to the
415 normal class closing number (NCN), expressed as a
416 percentage, as described below:

417
418 110% to 150% of NCN = \$900 stipend 151% to 200% of NCN
419 = \$1800 stipend 201% to 250% of NCN = \$2700 stipend 251%
420 to 300% of NCN = \$3600 stipend 301% to 350% of NCN =
421 \$4500 stipend 351% and above = \$5400 stipend
422

423 For example, if the NCN is 50, a full-time instructor would
424 receive a stipend of \$1800 if the class size were 100 students,
425 \$3600 if the class size were 150 students, and \$5400 if the
426 class size were 200 students.

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

430
431 133% to 199% of NCN = 3 hours/week
432 200% to 299% of NCN = 6 hours/week
433 300% and above = 9 hours/week
434

435 5.12 FLEXIBLE CALENDAR PROGRAM

436
437 A flexible calendar program consists of the replacement of instruction time (i.e. flex)
438 that can be taken within the academic calendar for professional development. The
439 Calendar Committee will recommend a calendar with the scheduled FLEX days per
440 year not to exceed (2) days in total. These days can be taken as a full workday or
441 incrementally until the total number of hours accumulate to meet the employee's
442 FLEX obligation.
443

444 5.12.1 FLEX ADVISORY COMMITTEE

- 445
446 1. The FLEX Advisory Committee, a sub-committee of the College
447 Council Professional Development Committee, will plan, implement,
448 and assess activities for on-campus professional development (FLEX)
449 days.
450
451 2. One Faculty Association Executive Board member will be a member
452 of the FLEX Advisory Committee.
453

454 5.12.2 FLEX OBLIGATION

- 455
456 1. Full-time faculty obligation is 12 hours (2 days) of FLEX. **FLEX Day**
457 **will be the first business day prior to the start of Fall and Spring**
458 **classes. Unit members must attend the Fall FLEX day as part of**
459 **their faculty obligations.** Full-time faculty may **also** fulfill **the**

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remainder their annual FLEX obligation by one of two methods:

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

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

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

511 teach in the evening.

512
513 5.12.3 FLEX OBLIGATION TRACKING

- 514
515 a. Employees will be compensated for the FLEX obligation hours stated
516 in as part of their normal pay cycle. Note that this is not extra
517 compensation, but part of a faculty's load.
518
519 b. It is the responsibility of the individual faculty member to track and
520 report FLEX participation. Participation in on-campus FLEX days and
521 in-lieu activities will be tracked by each faculty member in accordance
522 with PCC's FLEX guidelines.
523
524 c. Faculty who facilitate a professional development event that has been
525 approved by the FLEX advisory committee or Professional
526 Development standing committee will receive double FLEX credit (e.g. a
527 2-hour workshop will count as 4 hours of FLEX credit).
528
529 d. Faculty who develop a professional development event that has been
530 approved by the FLEX advisory committee or Professional
531 Development standing committee will receive triple FLEX credit (e.g. a
532 2-hour workshop will count as 6 hours of FLEX credit) the first time
533 the event is offered.
534

535 5.13 TRANSFER

536
537 5.13.1 At the same time an authorized faculty position is opened, the office of
538 Human Resources shall notify each regular faculty member by email. Regular
539 faculty members will have ten (10) work days from the date of notice to file a
540 request for transfer to the division.
541

542 5.13.2 Upon receipt of a request, the Office of Human Resources shall notify the
543 affected division.
544

545 5.13.3 If the faculty member(s) requesting the transfer meet(s) the minimum
546 qualifications, or the equivalent, for the position, a selection committee with a
547 maximum of five (5) members, composed of the Division Dean /administrator
548 serving as the chair and appropriate faculty, will hold an informal meeting with
549 the faculty member who has requested the transfer. Job expectations,
550 percent of assignment, and qualifications will be discussed at this meeting.
551

552 5.13.4 The committee chair and faculty who have attended the meeting will vote by
553 secret ballot to either accept or reject the transfer applicant, before outside
554 candidates are interviewed. Once accepted, the candidate shall meet with the
555 District President, who shall make the final decision.
556

557 5.13.5 The vacancy created by the transfer will be opened and posted in accordance
558 with this section and Title 5 of the California Code of Regulations.
559

560 5.14 PERSONNEL RECORDS

561

562 5.14.1 Each employee has on file in the office of Human Resources an individual
563 folder containing the record of employment, the initial application, the signed
564 oath, transcripts, confidential references, minimum qualifications or credential
565 information, evaluation reports, documents supporting step and class
566 changes, a record of assignments and promotions, leave of absence records
567 and correspondence pertinent to the above.

569 5.14.2 When new non-routine material for a personnel folder is received in the Office
570 of Human Resources, a copy is sent to the employee for whose file the
571 material is intended unless the employee has already received a copy and
572 has been informed of the right of reply. If the employee wishes to reply in
573 writing to this communication, the reply is also placed in the personnel folder.
574 Evaluation and the contents of evaluations are not subject to the grievance
575 procedure except as to the actual effect.

577 5.14.3 If the employee and the Vice President of Human Resources agree that new
578 correspondence items are not relevant, such items may be given to the
579 employee and not placed in the file. Where agreement is not reached and the
580 item is included in the file, a covering letter may be placed in the file by the
581 employee.

583 5.14.4 The individual may see all the contents of the folder except the confidential
584 references. The complete contents of the folder may be seen only by those
585 persons with a "need to know," or those who have a responsibility in reaching
586 a decision on the future status of the individual in the District, including
587 members of grievance panels and personnel selection committees.

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

591 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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