

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**RIO HONDO COLLEGE
FACULTY ASSOCIATION**

AND

**RIO HONDO COMMUNITY
COLLEGE DISTRICT**

1983 - 1986

AS APPROVED JUNE 13, 1984

TABLE OF CONTENTS

	<u>PAGE(S)</u>
ARTICLE 1: Preamble	1
ARTICLE 2: Recognition	2
ARTICLE 3: Salaries	3- 8
ARTICLE 4: Health and Welfare Benefits	9-11
ARTICLE 5: Hours of Employment and Work Load	12-17
ARTICLE 6: Regulations for Reduction in Work Load	18
ARTICLE 7: Regulations for Consultancy Contracts	19
ARTICLE 8: Class Size	20
ARTICLE 9: Leaves of Absence	21-30
ARTICLE 10: Evaluation Procedures	31-39
ARTICLE 11: Personnel Files	40-41
ARTICLE 12: Reassignment Procedure	42-43
ARTICLE 13: Travel	44
ARTICLE 14: Non-Discrimination	45
ARTICLE 15: Safety Conditions of Employment	46
ARTICLE 16: Rights of the Association	47-48
ARTICLE 17: Grievance Procedures	49-51
ARTICLE 18: Negotiation Procedures	52
ARTICLE 19: Savings Provisions	53
ARTICLE 20: Effect of Agreement	54
ARTICLE 21: Reduction-in-Force Actions and Effects Related Thereto	55-56
ARTICLE 22: Term and Reopener	57
APPENDIX A: Salary Schedule - 1982-83, 1983-84	58
APPENDIX B: Academic Calendar - 1984-85	59-60
APPENDIX C: Academic Calendar - 1985-86	61-62
APPENDIX D: Class Loads	63-67
APPENDIX E: Student Instructional Survey	68
APPENDIX F: Unit Member Evaluation Report	69-72
APPENDIX G: Organizational Security	73-74
APPENDIX H: Medical Insurance Plan	75-76
Side Letters of Agreement	77-78
Agreement Ratification Signatures	79

ARTICLE 1: Preamble

1. This amended Agreement shall be effective on the day following the date of amendment signing by and between the RIO HONDO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," whose address is 3600 Workman Mill Road, Whittier, California, and the RIO HONDO COLLEGE FACULTY ASSOCIATION/CTA-NEA, hereinafter referred to as the "Association" whose address is 3600 Workman Mill Road, Whittier, California. Reference to "the parties" shall include both the District and the Association.
2. The following Agreement between the District and the Association is a culmination of the requirements of Government Code 3540, et seq., and, more specifically, to record in written form those matters relating to wages, hours of employment, and other terms and conditions of employment as provided in said Act in exchange for services.

ARTICLE 2: Recognition

1. The District recognizes the Association as the exclusive representative as certified by the Public Employment Relations Board per LA-R-111 on June 6, 1979 as follows:

All certificated personnel of the District who are regular full-time and part-time teachers, including those who also teach summer school, and all teachers who teach summer school only - excluding Management, Confidential, and supervisory employees as defined by the EERA.

2. Any modifications in the composition of the unit during the term of the Agreement shall be subject to the rules and regulations of the Public Employment Relations Board.
3. In lieu of the grievance procedure, any disputes concerning this Article shall be subject to rules and regulations of the Public Employment Relations Board.

ARTICLE 3: Salaries

Salary Schedule Increases, 1983-84 and 1984-85

1. The salary schedule for 1983-84 shall be the same as 1982-83.
2. The 1984-85 unit member salary schedule and the District contribution for unit member fringe benefits for 1984-85 in comparison to the 1983-84 salary schedule and the \$2,400 District contribution for 1983-84 fringe benefits shall reflect the same percentage increase as the District receives in increased revenue per ADA above 1983-84 levels. In no event shall said salary and fringe contribution increase be less than 2% or more than 8%. (For example, (1) if the District receives a 5.8% increase in revenue per ADA for 1984-85 in comparison to 1983-84, the unit shall receive both a 5.8% salary schedule increase and a 5.8% increase in fringe benefit contribution; the combined total of those two increases may be reallocated between salary and fringe benefit increases as a result of consultation between the District and the Association; (2) if the District receives 0% increase in revenue per ADA for 1984-85 in comparison to 1983-84, the unit shall receive both a 2% salary schedule increase and a 2% increase in fringe benefit contribution; the combined total of those two increases may be reallocated between salary and fringe benefit increases as a result of consultation between the District and the Association; (3) if the District receives a 9% increase in revenue per ADA for 1984-85 in comparison to 1983-84, the unit shall receive both an 8% salary schedule increase and an 8% increase in fringe benefit contribution; the combined total of those two increases may be reallocated between salary and fringe benefit increases as a result of consultation between the District and the Association.)

Schedule Placement

Unit members shall be placed on the salary schedules provided in Appendix A and shall be eligible for column placement according to the following criteria. All degrees shall be from accredited institutions and all credentials shall be valid for service in California.

COLUMN I

Academic Areas

Bachelor's degree plus thirty (30) acceptable graduate level units completed after receipt of the Bachelor's degree

Vocational Areas

Possession of a valid California Teaching Credential authorizing the teaching of the vocational subjects assigned

COLUMN II

Academic Areas

Bachelor's and Master's degree

Vocational Areas

Bachelor's degree and R. N. License,

or

Bachelor's degree and possession of a valid California Teaching credential authorizing the teaching of the vocational subjects assigned.

COLUMN III

Academic Areas

Bachelor's degree plus sixty (60) acceptable graduate level units completed after receipt of the Bachelor's degree, including a Master's degree

Vocational Areas

R. N. License and a Master's degree,

or

Bachelor's degree and possession of a valid full-time California Teaching Credential authorizing the teaching of the vocational subjects assigned plus eight (8) approved full-time weeks of paid trade experience earned after receipt of the Bachelor's degree

COLUMN IV

Academic Areas

Bachelor's degree plus eighty (80) acceptable graduate level units completed after receipt of the Bachelor's degree, including a Master's degree (twenty (20) units must have been completed within the last ten (10) years).

Vocational Areas

R. N. License and a Master's degree plus twenty (20) acceptable graduate level units completed after receipt of Master's degree

or

Bachelor's degree and twenty (20) acceptable graduate level units completed after receipt of the Bachelor's degree, and possession of a valid full-time California Teaching Credential authorizing the teaching of the vocational subjects assigned plus sixteen (16) approved full-time weeks of paid trade experience earned of which at least eight (8) such weeks are earned after completion of the twenty (20) graduate level units.

Step Advancement

1. Full-time unit members are eligible to move up one step upon completion of an academic year consisting of full-time service until the maximum step shown in each column is reached. Effective September 1, 1981, full-time service shall be defined as 75% or more of days of service for the annual assignment. Unit members who are eligible for a step advancement for fiscal year 1982-83 shall receive said advancement effective September 1st of each fiscal year.
2. Part-time unit members are eligible to move up one step when one-half (1/2) of the unit member's accrued percentage of load for classes taught at Rio Hondo College in the spring and fall semesters exceeds 75% at the current step. These step advancements for eligible part-time unit members shall take effect in the fall or spring semester, whichever immediately follows the achievement of eligibility. Such advancements may continue until the maximum step shown for each column is reached. Unit members who are eligible for a step advancement in fiscal year 1982-83 shall receive said advancement effective for the fall semester 1982 or spring semester 1983, if eligible.

Column Advancement

1. Unit members who are eligible for a column movement for any fiscal year shall receive said column movement effective September 1st of said year for all work completed prior to said September 1st. Unit members eligible for column movement as of September 1st of any year shall have applicable transcripts/work verifications appropriate to meet the qualifications of the requested column filed with the District no later than June 15 of the prior fiscal year.
2. Unit members who are eligible for a column movement for any fiscal year shall receive such advancement effective September 1st of said year. Such unit members shall have applicable transcripts/work verifications appropriate to meet the qualifications of the requested column filed with the District prior to September 1st of said fiscal year.
3. Only official transcripts submitted to the District prior to the above date will be accepted as verification of eligibility for column advancement. If by September 1st of each fiscal year, the unit member is unable to submit official transcripts, other official documents in the form of grade cards or letters from the college or university shall be submitted by said date. The District, however, shall not issue any warrants reflecting the column advancement until said official transcripts have been received, but in no case later than November 30th of each fiscal year. After submission of the official transcripts, the District shall issue a supplemental warrant to reflect the column advancement salary adjustment effective September 1st.
4. Acceptable graduate level units, to be used for column advancement, are those units earned in courses which are in the unit member's major, minor, or current assignment. With prior approval of the District, courses may be used for column advancement which are taken as part of a retraining program pursuant to Article 12: Reassignment Procedure, or which directly relate to previous teaching experience if such experience directly relates to courses currently offered by the District.

5. All references to units in this Article shall be semester units. Quarter units shall be converted to semester units by multiplying the quarter units by two-thirds (2/3).

Salary Schedule Placement Procedures

1. Unit members who are hired effective subsequent to the date of signing of this Agreement shall be given credit of one step for each year of full-time experience requiring a credential or one step for each three years of full-time related occupational experience.
2. Unit members who are hired effective on or after July 1, 1982, shall not be placed higher than Step 8.
3. Exceptions to exceed the maximum placements above shall be at the discretion of the District.

Definitions of Unit members

- | | |
|--|--|
| "Full-time employee" | - A unit member whose load is 50% or more. |
| "Part-time employee"
(instructional and
non-instructional) | - A unit member whose load is less than 50%. |
| "Hourly employee" | - A unit member whose work is assigned on a
week-to-week basis. |

Rates of Pay

A unit member designated "full time" shall be paid on a pro rata basis in accordance with his/her appropriate placement on the salary schedules in Appendix A.

A unit member designated "part-time instructional" shall be paid in accordance with his/her appropriate placement on the salary schedule subject to the following formula:

$$\begin{array}{l} \text{Annual ten-month salary} \times .55 \times .5 \times \\ \text{percent semester load} \end{array} = \text{Semester salary}$$

A unit member designated "part-time non-instructional" shall be paid in accordance with his/her appropriate placement on the salary schedules in Appendix A subject to the following formula:

$$\begin{array}{l} \text{Annual ten-month salary} \div \text{hours} \\ \text{per year} \end{array} = \text{Hourly rate}$$

A unit member designated "summer school instructor" shall be paid in accordance with his/her appropriate placement on the salary schedules in Appendix A subject to the following formula:

$$\begin{array}{l} \text{Annual ten-month salary} \times .55 \times .5 \times \\ \text{percent summer school load} \end{array} = \text{Summer salary}$$

Effective July 1, 1981, a unit member designated "hourly" shall be paid in accordance with his/her appropriate placement on the salary schedules in Appendix A subject to the formulas prescribed below for "Instructional Assignments" and "Non-Instructional Assignments."

A unit member designated "full-time," "part-time instructional," or "part-time non-instructional" who works an assignment in addition to his/her load shall be paid on an hourly basis in accordance with the following formulas:

Instructional Assignments

Annual ten-month salary \div hours
per year x .55 = Semester hourly rate

Annual ten-month salary \div hours
per year x .55 = Summer hourly rate

Non-Instructional Assignments

Annual ten-month salary \div hours
per year = Semester and summer hourly rate

Hours Per Year

Hours per year shall be designated in accordance with the following:

	<u>Hours/ Week</u>		<u>Weeks/ Year</u>	<u>Hours/ Year</u>
<u>Instructional Assignments (including but not limited to the following):</u>				
All Lectures, except Typing and Languages	15	x	35	525
Lecture - Language	16	x	35	560
Lecture - Typing	17	x	35	595
Lab - Art, Individual Typing, Word Processing, English Skill Center, Journalism, Math Skill Center, Music Activity, Radio and TV, Theatre Arts.	20	x	35	700
Lab - Astronomy, Biology, Chemistry, Earth Science, Education, Engineering, Physical Sciences, Physics, Psychology	21	x	35	735
Physical Education Activity	22	x	35	770
Lab - Arch. Drafting, Auto, Business, Data Processing, Dental, Early Childhood, Electro-Mech. Drafting, Electronics, Engineering, Exceptional Students, Fashion Design, Fire Science, Industrial Tech., Language Skill Center, Library, Machine Tech., Nursing, Police Science, Quality Technology, Speech, Welding, Nursing Clinic	24	x	35	840

	<u>Hours/ Week</u>		<u>Weeks/ Year</u>	<u>Hours/ Year</u>
<u>Non-Instructional Assignments (including but not limited to the following):</u>				
Exceptional Students Coordinator	30	x	35	1,050
College Nurse, Supervisor (Evening, Weekend, or Off-Campus), Counselor, Psychologist, Psychometrist, Librarian, Coordinator (Apprenticeship Program, CWE and MACI)	40	x	35	1,400

Other Salary Related Matters

1. If academic attire for student graduation exercises is required by the District, the District shall provide such attire at no cost to the unit member.
2. If protective clothing (not uniforms) is necessary for the performance of the unit member's duties as determined by the District, the District shall provide such protective clothing at no expense to the unit member.
3. The unit member shall have access to assigned District parking lots at no expense to the unit member for such parking except for a gate key deposit, if required. The District shall furnish necessary parking decals and/or stickers. The District shall provide specifically identified parking areas for unit members who have State provided parking plaques or stickers for handicapped or disabled persons.
4. Unit members rendering services on a special contract on an hourly, semester or annual basis shall be paid at rates consistent with the provisions of this article. The District and an individual unit member may enter into a contract for projects for which services are rendered for an agreed-upon amount.
5. Reimbursement shall be made to a unit member for loss, destruction or damage by arson, burglary, or vandalism of personal property required for the performance of his/her duties in the District. Reimbursement not to exceed \$250 shall be made only when prior approval is obtained on a District provided form for the use of the personal property before the property was brought on campus and when the value of the property was agreed upon between the unit member and District. No reimbursement shall be made for mysterious disappearance, accidental damage, or any other loss suffered because of the lack of the supervision of the personal property by the unit member. In the event of loss, destruction, or damage by arson, burglary, or vandalism of such personal property, the unit member shall file an Unusual Occurrence Report within the next work day of the occurrence.

ARTICLE 4: Health and Welfare Benefits

1. For 1983-84 the District agrees to contribute up to \$2,400 per eligible full-time (100%) unit member and pro rata for full-time (less than 100%) unit members for the following health and welfare benefits: a medical plan (Crown, Kaiser, and such other carriers as may be acceptable to the District), dental plan (Crown), and life insurance plan (Crown - \$50,000 term):
2. For the period October 1, 1983, through September 30, 1984, the District shall provide \$1,200 for each full-time unit member employed for the entire 1983-84 academic year. Said amount shall be paid as reimbursement for employee contributions for health and welfare premiums made through payroll deductions, with any residue to be paid as a tax sheltered annuity.
3. Effective October 1, 1984, the current Crown Life Health Insurance benefit coverage shall be changed to the supercomposite Crown Plan of comprehensive major medical insurance, 80-20 co-insurance, \$150 deductible, etc., as described in Appendix H. Unit members shall be allowed an open enrollment period during September, 1984 for possible movement from one of the District's carriers/plans to another.
4. Paragraph 2, Article 3, contains provisions for computing the level of health and welfare benefit contributions for 1984-85.
5. Each eligible full-time (100%) unit member shall be required to enroll in one of the medical plans at a cost based on the super-composite rate of the carrier covering the unit member and dependents.
6. Each eligible full-time (100%) unit member shall be required to enroll in the dental plan at a cost based on the super-composite rate of the carrier covering the unit member and dependents.
7. Each eligible full-time (100%) unit member shall be required to enroll in the life insurance plan providing \$50,000 of life insurance at a cost determined by the carrier covering unit member only.
8. Unit members who are not full-time unit members shall not be eligible for health and welfare benefits as specified above.

9. Eligible unit members hired on the first day of the month shall be covered as of the first day of employment. Eligible full-time unit members who are employed subsequent to the first day of the month shall have health and welfare benefit coverage on the first day of the month following the effective date of their employment. Eligible full-time unit members who complete the school year shall receive coverage under health and welfare benefit plans effective through the last day of September, subject to the approval of the carrier. Eligible full-time unit members who terminate their employment prior to the end of the school year shall be covered by health and welfare benefits through the last day of the month in which the benefits have been paid.
10. All full-time unit members who retire and their dependents are eligible to continue enrollment in the current hospital-medical plan of the District with the following provisions:
 - a) The unit member and dependents are enrolled in the plan at the time the unit member terminated employment with the District on an STRS basis.
 - b) The unit member has retired from District employment in accordance with the rules and regulations then in effect with the retirement system of which he/she is a member.
 - c) The unit member is 55 years of age or older and has rendered a minimum of ten (10) consecutive years of service to the District.
 - d) These benefits are available only in the event that such coverage is not being offered early retirees during other employment.
 - e) The plan is acceptable to a carrier.
 - f) For unit members retiring prior to July 1, 1984, the District will provide fully-paid hospital-medical insurance premiums for the unit member and his/her dependents until the employee reaches age 65. For unit members retiring after July 1, 1984, the District shall contribute the amount provided for in Section 1.1 above. Upon attaining age 65, supplemental insurance coverage to Federal Medicare will be fully paid by the District for retirees and their dependents who are enrolled in Parts A and B of Medicare. Dependents under age 65 will remain on the District Plan. (Dependent as used herein is that which is defined in the carrier's policy.)
 - g) Each retiree over age 65 shall be annually offered in writing the opportunity of electing medical coverage other than the District plan of supplemental coverage to Medicare. Should the retiree elect such other coverage, the retiree assumes responsibility for identifying the selected plan. The cost of such coverage shall be paid by the District upon presentation of an invoice. Such cost shall

not exceed \$1,000 per year for retiree only coverage or \$1,500 per year for retiree and eligible dependent. Once this election is made, the retiree may not return in subsequent years to a District plan for supplemental medical coverage but may change coverage privately as needed.

11. The Association and the District hereby agree that Health Net shall be considered another carrier acceptable to the District based on the following conditions:

- a) Health Net shall be a medical plan option available to eligible unit members pursuant to Article 4 of said Agreement for 1981-82, effective October 1, 1981 and thereafter.
- b) Unit members who select Health Net as a medical plan agree to pay through voluntary payroll deductions the difference in the super composite rates of the Health Net and the Crown medical plans.
- c) If there is insufficient enrollment in the Health Net plan as determined by the carrier, Health Net will not be a medical plan option.

ARTICLE 5: Hours of Employment and Work Load

1. Days and Hours of Service

- A. Full-time unit members shall be available for assignment each day of the school year and shall be required to perform professional services in accordance with the following schedule:

<u>Contract Length</u>	<u>Days of Service</u>
10.0 months	175
10.5 months	190
11.0 months	200
11.5 months	210
12.0 months	220

For unit members on a ten-month contract, the District may schedule up to five (5) extra days (8 hours per day or 4 hours per half day) to be worked by unit members prior to either the fall or spring semester. The extra day(s) shall be scheduled within the one week period prior to the fall or spring semester. For any day(s) scheduled prior to fall semesters, the unit member shall be so notified by June 1st or within ten work days of the signing of this agreement for fall semester 1981. For any day(s) scheduled before spring semesters, the unit member shall be so notified at least twenty (20) work days prior to the scheduled days. The unit members scheduled to work shall be paid on a pro rata basis of his/her daily rate (annual salary divided by number of days of service). The number of half days scheduled shall not exceed two (2).

- B. Unit members who are providing classroom instructional duties shall provide said duties in conformance with the Academic Calendars in Appendix B.
- C. Full-time unit members shall be available for assignments five (5) days per week although teaching assignments may be less than five (5) days per week. Full-time unit members shall work forty (40) hours per week to perform those tasks related to their assignments. Said tasks shall include:
- Classroom preparation and instruction.
 - Meeting with students during posted office hours.
 - Maintaining accurate grade and attendance records of students.
 - Preparing and submitting proper reports.
 - Attending scheduled faculty and department meetings.

In addition, unit members shall select other tasks as part of the work week including but not limited to the following:

- 1) The development, implementation, and evaluation of the instructional program, i.e., selection of textbooks, course and curriculum revisions, use of appropriate instructional techniques, budget preparation, and teaching assignments.
- 2) The counseling and guidance of students in course selection, academic achievement, and career planning within the unit member's discipline.
- 3) Participation in the selection of certificated and classified staff.
- 4) Participation in college and departmental committees
- 5) Participation in staff development programs, advanced study or related work experience, and attendance at conferences.
- 6) Participation in the active recruitment of students.
- 7) Performance of college-related services in the community.
- 8) Articulation with high schools and transfer institutions (may include visitations).
- 9) Providing job placements for students.
- 10) Participation on advisory committees.
- 11) Participation in co-curricular activities on and off campus.
- 12) Participation in the accreditation process.
- 13) Participation as a speaker in the community.
- 14) Assisting in the planning of facilities.

Included within these duties and activities will be the teaching load in accordance with Appendix C unless otherwise modified as provided in this Agreement.

- D. The forty (40) hour work week shall be exclusive of overload and special contract assignments. The work week of full-time unit members with less than a 100% load shall be prorated in proportion to the load.
- E. Part-time and hourly unit members shall work the days and times in accordance with the District-approved schedule.
- F. Teaching assignments may consist of day, night, or weekend classes or a combination thereof in accordance with the District-approved schedule.

2. Work Loads

- A. For the 1981-82 school year and for the duration of this Agreement unless otherwise modified in accordance with provisions of this Agreement, the unit member's work load shall be as follows:

- 1) For unit members who are providing classroom instruction during the regular school year, a full (100%) load shall be in accordance with Appendix C, or pro rata share thereof.
- 2) Counselors and Librarians employed full-time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty-five (35) hours desk/student contact and five (5) hours of other selected tasks as enumerated above (1.C.). If a Counselor or a Librarian is assigned a teaching assignment during the academic year, his/her forty (40) hour work week shall be reduced by that proportion of his/her teaching assignment which relates to a normal teaching load.
- 3) Supervisor (Evening, Weekend, or Off-Campus), Coordinator-Apprenticeship Program, College Nurse, Psychologist, Psychometrist, and other student services specialists shall maintain a schedule, subject to approval of the the District, consisting of forty (40) hours per week. During the forty (40) hours per week, the Supervisor, Coordinator, College Nurse, Psychologist, Psychometrist, and other student services specialists shall perform those tasks related to their assignments in addition to selected tasks as enumerated above (1.C.). If a Supervisor, Coordinator, College Nurse, Psychologist, Psychometrist, or other student services specialist is assigned a teaching assignment during the academic year, his/her forty (40) hour week shall be reduced by that proportion his/her teaching assignment relates to a normal teaching assignment.
- 4) Coordinators-(CWE and MACI) employed full-time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty-five (35) hours assigned time and five (5) hours of other selected tasks as enumerated above (1.C.). If a Coordinator-(CWE and MACI) is assigned a teaching assignment during the academic year, his/her forty (40) hour work week shall be reduced by that proportion of his/her teaching assignment which relates to a normal teaching load. A full-time assignment of a College Work Experience (CWE) Coordinator shall not exceed 125 students who shall have completed the first student counseling session. Overload pay for CWE shall be based on the number of student contacts in accordance with the following formula:

Overload pay = 1.2 hours x # of student contacts x 1/1000 of annual salary

- 5) Coordinators-Exceptional Students employed full-time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty (30) hours of assigned time and ten (10) hours of selected tasks as enumerated above (1.C.). If a Coordinator is assigned a teaching assignment during the academic year, his/her forty (40) hour work week shall be reduced by that proportion of his/her teaching assignment which relates to a normal teaching load.
- B. For the purpose of determining lecture and lab, load hours are defined as a "class hour" of 50 minutes.

3. Work Load Range

- A. The District shall consider a full-time (100%) unit member's normal teaching load to be within the range of 96%-104% inclusive of the load identified in Appendix C and exclusive of any directed studies assignments.
- B. A one-semester assignment above or below a normal load may be assigned by the District to meet the educational needs of the District. Such an assignment subsequently shall be adjusted by balancing or special assignment as described below.
- C. Balancing of assignments above and below a normal load is a planned scheduling of semester loads that exceed 104% or are below 96%, such that the sum of the loads of two successive semesters falls within the range of 192% and 208%. If unforeseen conditions make it impossible to adhere to the agreed-upon balancing program in the second semester of a planned two-semester balanced assignment, the adjustment by mutual consent of the employee and the District may be made during the third semester.
- D. If balancing of an assignment cannot be arranged over a two-semester period such that the load falls within the normal teaching load, then the percent load of the current assignment that exceeds 100% shall be paid as an overload. If the balancing of an assignment should result in less than an average normal teaching load, then the percent below 100% may be adjusted by special assignment in the current semester of the lower teaching load or, in each semester, if both assignments are underloads. Special assignments shall be District-approved programs such as, but not limited to, learning center assignments, institutional research, departmental projects arranged by the District.
- E. To calculate the percent load for a special assignment, the number of weekly hours of a special assignment will be divided by forty (40) hours and the quotient multiplied by 100. Example: An instructor with a special assignment of eight hours per week would be credited with $8/40 \times 100 = 20\%$ load. To determine the number of hours of a special assignment, the percentage of the load below 100% will be multiplied by 40 hours per week. Example: An instructor with an 87.5% load would be required to accept a special assignment of $12.5\% \times 40 = 5$ hours. For activity assignments, the foregoing on assignments above and below normal shall be modified in accordance with Appendix C.
- F. Exceptions to the above work load range are subject to mutual agreement of the unit member and the District.

4. Overload, Summer School, and Weekend Assignments

- A. Overload, summer school, and weekend assignments shall be subject to mutual agreement of the unit member and the District. Mutual agreement between the unit member and the District shall be indicated by the signing of a schedule reflecting tentative approval of the overload, summer school, or weekend assignments. Overload, summer school, and weekend assignments shall be distributed in accordance with department developed

procedures as approved by the District. Such assignments shall include but not be limited to additional classes, Cooperative Work Experience, Adult Education, Mini Courses, Community Services and directed studies.

- B. Overload and summer school assignments shall not exceed 40% of a normal load except as approved by the District.
- C. Any overload or summer school assignment may be terminated by the District at any time. In the case of such termination, the District shall provide the unit member with the reasons for said termination in writing. The reasons shall not be subject to the grievance procedure except as such reasons violate other provisions of this Agreement.

5. Office Hours

- A. Full-time unit members shall schedule at least three hours per week for office hours. Such hours shall be scheduled to meet the needs of students and shall be subject to approval of the District.
- B. The office hours shall be posted in the area of the unit member's office and the hours shall be used for consulting with and assisting students.

6. Scheduling

- A. Classes comprising unit member's load (day and evening) shall be scheduled by the District after providing an opportunity for recommendations from the unit members in the department. The District shall endeavor to make such evening assignments on an equitable basis.
- B. The unit member and the department chairperson shall sign the instructor assignment sheets indicating the tentative schedule for the unit member. The signed instructor assignment sheets shall not be modified without sending prior notification to the unit member.
- C. Unit member shall not be scheduled for more than three consecutive lecture hours of classes except by mutual agreement of the unit member and the District.
- D. If the District knows of its intention not to re-employ a part-time or hourly unit member for the subsequent semester, the District shall notify such unit member at least twenty (20) workdays prior to the beginning of said semester. This notification provision shall not preclude the District from not re-employing any part-time or hourly unit member at any time as provided by law.

7. Attendance at Department and District Meetings

- A. Department meetings normally shall be held on Tuesdays during the activity period. Full-time unit members shall attend scheduled department meetings except as otherwise authorized by the department chairperson or designee.
- B. The maximum number of departmental and/or district-wide meetings requiring unit member attendance during the academic year shall not exceed twenty-five (25). Upon mutual agreement of the full-time unit members in a

department and the department chairperson, additional meetings may be scheduled. For district-wide meetings, at least five (5) work days' advance notice shall be provided to unit members except in cases of emergencies. Any meetings required for implementation of this agreement involving unit members shall not be counted in determining the maximum number of departmental meetings per academic year.

- C. The full-time unit members in the department and department chairperson shall attempt to develop a schedule of dates for department meetings during the academic year.

8. Extended Field Trip Courses

- A. A 13% load factor shall be assigned for each class in the series taught for one week. This load credit is derived as follows:

10 hours lecture/week	=	.037 load
30 hours lab/week	=	.079 load
4 hours orientation prior to trip	=	<u>.015 load</u>
		.131 load
Equated to	=	13% load

- B. Field trips which extend beyond a one-week time will be based on the one-week model. A two-week field trip shall be derived as follows:

Two Week Field Trip

20 hours lecture	=	.074 load
60 hours lab	=	.158 load
4 hours orientation	=	<u>.015 load</u>
		.247 load
Equated to	=	25% load

9. Letters of Resignation

A unit member may withdraw a letter of resignation by the end of the working day immediately following submission of said resignation to the District.

ARTICLE 6: Regulations for Reduction in Work Load

A form shall be developed by the District for employees to use in requesting a reduction in workload. A copy of each completed request will be forwarded to the President of the Association upon receipt by the District. The forms shall include space for disposition of the request. When disposition of the request is determined, a second copy of the completed form will be forwarded to the President of the Association. With approval of the District, full-time unit members may reduce their workload to part-time subject to the following regulations:

1. The unit member shall have reached the age of 55 prior to the reduction of workload.
2. The unit member shall have been employed full-time in a position requiring certification for at least ten years of which the immediately preceding five years were full-time employment.
3. During the period immediately preceding a request for reduction in workload, the unit member shall have been employed full-time in a position requiring certification for a total of at least five years without a break in service. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.
4. The option of part-time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the unit member and the District.
5. The unit member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
6. The unit member shall receive the health and welfare benefits in the same manner as a full-time (100%) unit member as provided in Article 4, Health and Welfare Benefits.
7. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position.
8. The initial period of such part-time employment shall not exceed two years. Thereafter, the period of such part-time employment shall be on a year-to-year basis and the total number of years of reduction of workload shall not exceed five years.
9. The period of such part-time employment under the reduced workload program shall not extend beyond the end of the school year during which the unit member reaches his/her 70th birthday.
10. The unit member shall request to participate in the reduction of workload program no later than February 1 for the following school year. At the discretion of the District, requests received after this deadline may be considered.

ARTICLE 7: Regulations for Consultancy Contracts

During the term of this agreement, full-time unit members who retire from the District per STRS regulations and have been employed by the District for at least ten years, may be reemployed by the District under a consulting contract subject to the following regulations:

1. The request for a consultancy contract shall be submitted to the District at least sixty (60) calendar days prior to the effective date of retirement. At the discretion of the District, requests received after this deadline may be considered.
2. The initial period of a consultancy contract shall not exceed two years. Thereafter, the consulting contract may be extended by mutual agreement on an annual basis such that the total number of years shall not exceed five years or until the retired employee reaches age 70, whichever comes first.
3. Persons hired by a consultancy contract as here authorized are considered employees and the amount paid for consultancy contract shall not exceed the maximum amount provided by law.
4. Provisions contained within the consultancy contract shall be developed and made known to the consultant prior to requiring a letter of retirement. Such provisions include the amount of money to be paid and the number of days to be worked or teaching load assigned. These provisions shall not be modified without mutual consent of both parties.
5. The actual days of work or specific teaching assignment shall be determined by the District after consultation with the consultant.
6. Consultants may be required by the District to submit to and pass a physical examination by a licensed physician of his/her choice which identifies their capacity to physically meet the conditions of the contract. Said physical examination shall be at District expense and made in accordance with job related specifications determined by the District.
7. A form shall be developed by the District for employees to use in requesting a consultancy contract. A copy of each completed request will be forwarded to the President of the Association upon receipt by the District. The form shall include space for disposition of the request. When disposition of the request is determined, a second copy of the completed form will be forwarded to the President of the Association.

ARTICLE 8: Class Size

The number of students enrolled and attending any class (class size) shall be subject to the limitations inherent in the nature of the class, the size of the room, the number of available student stations and available equipment, the safety of students, and the educational mode of instruction in accordance with the following provisions effective September 1, 1981:

- A. Unless modified in accordance with the following provisions, class size limits for the term of this agreement shall be those in effect as of February 1, 1981, as recorded in the master course data file.
- B. Conformance to class size limits (maximums) shall be determined no later than the end of first census week of each term.
- C. Established class limits may be changed or new class limits established after consideration by a committee comprised of three administrators selected by the Vice President of Academic Affairs, or designee, and three full-time unit members designated by a majority of the unit members in the department. If a majority of the committee agree on the class limits, the recommendation of the majority of the committee shall be submitted to the Vice President of Academic Affairs, or designee, for consideration. If there is no agreement by a majority of the committee members, the individual recommendations of the committee members shall be submitted to the Vice President of Academic Affairs, or designee, for consideration. After reviewing the recommendations, the Vice President of Academic Affairs, or designee, shall make a final decision concerning the proposed change in a class size limit or the new class limit. Such decisions shall be submitted to the committee members in writing and shall include a statement of rationale for said decisions. The rationale shall not be subject to the Grievance Procedure except as such rationale violates other sections of the Agreement.
- D. District reserves the right to enroll students in excess of the limits recorded in the Master Course Data File. Said students (over enrollees) shall be specifically identified. The District and unit members shall advise the over enrollees that continued enrollment in the class is subject to availability within the class size limits of the Master Course Data File. The unit member shall be required to accept any over enrollees in the order of enrollment for each student who fails to attend class or drops a class up to the class size limits in the Master Course Data File. Established class limits may be exceeded for a given section(s) upon recommendation of the department chairperson with consent of the instructor involved.
- E. The District reserves the right to cancel any classes. Upon request of the unit member, the District shall provide the unit member with the written rationale for canceling the class. The rationale shall not be subject to the Grievance Procedure except as such rationale may violate other sections of this Agreement.

ARTICLE 9: Leaves of Absence

Paid Leaves

1. The District shall grant paid leaves of absence to full-time unit members (50% or greater) for personal illness and injury, personal necessity, jury duty, bereavement, industrial accident or illness, judicial and official appearance, quarantine, and sabbatical in accordance with the provisions herein.
2. The District shall grant the above paid leaves of absence to 50% or greater, but less than 100% full-time unit members on a pro rata basis.
3. The District shall grant paid leaves to part-time unit members (less than 50%) on a pro rata basis, for personal illness and injury, personal necessity, bereavement and industrial accident or illness in accordance with the provisions herein.
4. Leaves under this Article or mandated by law are authorized absences. In the case of unauthorized absence, the District may withhold pay and other benefits in accordance with law.
5. In accordance with the applicable provisions of this Agreement, a unit member on paid leave of absence shall be entitled to:
 - a. Return to the same department, discipline or position or as nearly the same as possible, to that held immediately before commencement of the leave.
 - b. Receive credit toward salary advancement.
 - c. Receive retirement benefits as provided by law and STRS regulations.
 - d. Receive wages, health and welfare benefits.

6. Personal Illness and Injury Leave

A. Purpose

The purpose of personal illness and injury leave utilization shall be for physical disabilities (including disabilities due to pregnancy) and mental disabilities which compel the unit member to absence himself/herself from the duties of employment.

B. Full-Time Unit Members

- (1) Full-time unit members employed five (5) days per week shall be entitled to ten (10) days paid leave for each school year (10 months) for purposes of personal illness or injury. Unit members who work more or less than a full school year shall be entitled to the pro rata equivalent amount of personal illness or injury leave, e.g., a unit member who works six (6) school months is entitled to six (6) days leave and a unit member who works 11 school months is entitled to 11 days of leave.

- (2) After all accumulated and earned leave as set forth in (1) above and (4) below is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) calendar months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute in accordance with Column II, Step 6 of the applicable salary schedule. The District shall make every reasonable effort to secure the services of a substitute. The five (5) calendar month period shall begin after the utilization of the annual entitlement of ten (10) days as provided in (1) above and shall run concurrently with any accumulated leave until such accumulated leave is exhausted; then the differential pay shall begin for the remainder, if any, of the five (5) calendar months.
- (3) At the beginning of each school year each unit member shall receive a personal illness and injury allotment credit equal to his/her projected entitlement for the school year. Personal illness and injury leave need not be accrued prior to taking such leave by the unit member. If a unit member resigns, retires or is terminated and has used more personal illness and injury leave than was earned, the amount of pay for days used but not earned shall be deducted from the final warrant of the unit member.
- (4) If a unit member does not utilize the full amount of leave as authorized in (1) above in any school year, the amount not utilized shall be accumulated from year to year.
- (5) A unit member whose absence under this section exceeds five (5) work days shall provide, upon request, a statement from a licensed physician or practitioner stating the reason for the absence. Additionally, it shall be the prerogative of the District to require verification of an absence of less than five (5) calendar days if the District has reason to believe that the absence may not have been used for proper personal illness and injury leave purposes. In the absence of the requested verification, the absence shall be deemed an unauthorized absence.
- (6) A unit member must contact his/her immediate supervisor as soon as the need to be absent is known to permit time to secure a substitute service. If the unit member fails to notify the District at least two (2) hours prior to assigned duties, the absence shall be deemed an unauthorized absence.
- (7) A unit member who is absent for one-half day or less shall have deducted one-half day from the accumulated leave, and if the absence exceeds more than one-half day, a full day shall be deducted from accumulated leave.
- (8) A unit member shall not be allowed to return to work and shall be placed on leave without pay if the unit member fails to notify the District of his/her intent to return to work the next work day by 3:30 p.m. of the preceding day if such failure results in a substitute being secured.

- (9) Upon exhaustion of his/her regular personal illness and injury leave account, the absence shall be charged against his/her other assignment leave account.

C. Part-Time Personal Illness and Injury (including Summer School)

- (1) Unit members working a part-time assignment (less than 50%) shall earn one (1) hour of personal illness and injury leave for each twenty (20) hours of time worked.
- (2) Any unused personal illness and injury leave shall be accumulated from year to year.
- (3) A break in service will not result in a loss of accumulated personal illness and injury leave unless such leave is transferred to another District or a break in service exceeds three consecutive semesters not including summer school.
- (4) Part-time unit members may use personal illness and injury leave as accrued.
- (5) If a full-time unit member, assigned a part-time position, is absent from the part-time assignment, the following shall occur:
 - a. The absence shall be charged against the part-time personal illness and injury account.
 - b. After the part-time personal illness and injury account has been exhausted, any absence shall be charged against the full-time personal illness and injury account. Use of the full-time account for a part-time assignment shall be on a pro rata basis.
- (6) If a full-time unit member who was previously assigned a part-time position is absent from the full-time assignment, the following shall occur:
 - a. The absence shall be charged against the full-time personal illness and injury account.
 - b. After the full-time personal illness and injury account has been exhausted, any absence shall be charged against the part-time personal illness and injury account. Use of the part-time account for a full-time assignment shall be on a pro rata basis.
- (7) Upon retirement, full-time unit members shall have all unused part-time personal illness and injury leave added to their full-time personal illness and injury account.

D. Notification of Accumulated Personal Illness and Injury Leave

The District shall provide each unit member written notification by October 15 of each year of his/her accumulated personal illness and injury leave including the current year's projected entitlement.

E. Transfers of Accumulated Personal Illness and Injury Leave

A unit member shall be entitled to the number of days of personal illness and injury leave accumulated by such unit member in a position requiring certification qualification at his/her last previous school district of employment provided that such employment was with a school district within the State of California, was for at least one (1) full year's duration and not more than one (1) year intervened between termination of employment at the last previous school district and employment at this district.

7. Jury Duty

- A. A unit member may be absent from duty without loss of pay as the result of having been called for and appearing for jury duty, excluding a grand jury. The District reserves the right to request a postponement to another time mutually agreeable to the unit member and the District. The unit member is required to notify the District as soon as he/she receives notice of his/her jury duty.
- B. The unit member serving on jury duty who receives pay from the District during such absence shall be required to collect jury duty fees and remit such fees to the District, or in the absence of such remittance, the unit member shall receive the difference between his/her regular salary and the jury duty fees.
- C. A unit member shall be required to perform his/her assigned service to the District during any day or fraction thereof that he/she is released from jury service, provided that a reasonable period of time shall be allowed for necessary travel. An instructor serving jury duty shall be required to return to his/her teaching assignment unless, due to the assignment of a substitute or in the best interests of the instructional program, the District approves otherwise.

8. Bereavement Leave

A unit member shall be entitled to a maximum of three (3) days leave of absence or five (5) days leave of absence if travel of more than 400 miles one way is required, without loss of salary on account of the death of any member of his/her immediate family. For purposes of this provision an immediate family member shall be limited to mother, father, mother-in-law, father-in-law, grandmother, grandfather, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, brother-in-law, sister-in-law of the unit member or any relative living in the immediate household of the unit member.

9. Leave for Industrial Accident or Illness

Industrial accident and illness leaves of absence shall be granted in accordance with the following:

- A. The accident or illness must have arisen out of and in the course of the employment of the unit member and must be accepted as a bonafide injury or illness arising out of and in the course of employment by the Carrier or administering agent for workers' compensation coverage. Such acceptance shall be based upon the laws and rules and regulations of the State governing workers' compensation.
- B. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability which shall not exceed sixty (60) working days in any one fiscal year for the same accident.
- C. Leave under these rules and regulations shall commence on the first day of absence.
- D. The benefits provided by these rules and regulations shall be applicable to all unit members immediately upon becoming an employee of the given District.
- E. Allowable leave shall not be accumulated from year to year.
- F. Payment for wages lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of the State, exceed the normal wage for the day.
- G. Industrial accident or illness leave shall be reduced by one (1) day for each authorized absence regardless of the compensation award made under Workers' Compensation.
- H. When an industrial accident or illness occurs at the time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.
- I. Industrial accident or illness leave of absence is to be used in lieu of entitlement to other leaves. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other personal illness and injury leave will then be used; but if the unit member is receiving Workers' Compensation, he/she shall be entitled to only that portion of his/her accumulated available personal illness and injury leave, accumulated compensatory time off, vacation or other available leave which, when added to the Workers' Compensation award, provide for a full day's wage or salary. When applicable, the following formula shall be used: Divide the disability check, endorsed to the District, by the unit member's daily salary rate to determine the equivalent number of days.
- J. Periods of leaves of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.

- K. During all paid leaves of absence, whether industrial accident leave as provided in this Section, personal illness and injury leave, vacation, compensatory time off or other available leave provided by law or the action of the Board of Trustees, the unit member may endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of salary and shall deduct normal retirement and other authorized contributions. In the absence of such endorsement, the District shall issue the unit member appropriate warrants for the difference between his/her regular salary and the amount of the wage loss benefit checks. Reduction of entitlement to leave shall be made only in accordance with this Section.
- L. Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the state.

10. Personal Necessity Leave

Each unit member shall be entitled to use six (6) days of his/her personal illness and injury leave allotment during each school year for personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the unit member cannot reasonably be expected to disregard, that necessitate immediate attention and cannot be taken care of after work hours or on weekends. Under no circumstances shall personal necessity leave be available for purposes of personal convenience, extension of a holiday or a vacation period, to seek other employment, for recreational activities or concerted activities. A unit member must contact his/her immediate supervisor as soon as the need to be absent is known to permit time to secure a substitute service.

The unit member shall certify on a form provided by the District that such absence was in conformance with the above. If the unit member fails to comply with the above, the absence shall be deemed an unauthorized absence.

11. Quarantine

A unit member shall receive full salary during the period of his/her quarantine by duly constituted governmental authority.

12. Judicial and Official Appearance Leaves

- A. A unit member shall receive his/her regular pay for a judicial or official appearance in a proceeding in which the District is a party provided the unit member is not the litigant or in support of the litigant in a case against the District. The unit member shall contact his/her immediate supervisor as soon as the need to be absent is known to permit time to secure a substitute service.

- B. The District may grant a paid leave of absence to a unit member for a judicial or official appearance as a witness when subpoenaed other than as a litigant or in support of a litigant. The unit member shall request such a leave through his/her immediate supervisor as soon as the need to be absent is known to permit time to secure a substitute.

13. Unpaid Leaves

- A. Upon request, the District may provide a unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her infant. The duration of such leave shall not exceed one calendar year. A unit member shall submit such request to the District at least four weeks prior to the anticipated date on which the leave is to commence.
- B. Unit members may be granted unpaid leave upon request by the Board of Trustees.
- C. Unpaid leave may be granted a unit member for a period of up to one school year. The leave shall normally commence at the start of a semester or a school year. The District may authorize a different starting date if the unit member demonstrates why the leave could not commence at the beginning of the semester or school year.
- D. The President of the College may grant, upon request, an unpaid leave of up to five (5) work days.
- E. Such leaves are without compensation or credit toward service.
- F. Unit members who go on an unpaid leave during any pay period shall receive their health and welfare coverage for the balance of that pay period. Thereafter, they shall be allowed to continue coverage provided they make advance payments of the premiums in a manner reasonably required by the District.
- G. Should the District deny a unit member an unpaid leave, the unit member may request, in writing, within ten days of said denial, the reasons for the denial. The District shall respond, in writing, within ten days of the unit member's request, stating the reasons for denial of the requested leave and such reasons shall not be subject to the Grievance Procedure, except as such reasons violate other sections of this Agreement.

14. Leave of Absence - Exchange Program

- A. Full-time, regular unit members may apply to the District for a leave of absence to participate in an exchange program involving another educational institution. Such applications shall be submitted with sufficient advance notice to allow for processing prior to the effective date.

- B. Upon the recommendation of the Superintendent/President, all applications for leave of absence for the exchange program shall be subject to approval of the Board of Trustees and the exchange institution.
- C. While on a leave of absence for the exchange program, the unit members shall receive their regular salary and health and welfare benefits as provided in Article 4 of this Agreement and the leave shall not be deemed a break in continuity of service. All other provisions of this Agreement shall not be applicable to the unit member on such leave and the unit member shall conform to the Agreement between the District and the exchange institution.

15. Sabbatical Leave

A. Philosophy and Purpose of Sabbatical Leaves

Sabbatical leaves may be granted to provide an opportunity for professional growth of full-time unit members which will result in more effective services to the District. Such leaves may include, but not be limited to, study, travel, research, and related work experience. The following provisions shall be effective for sabbatical leaves granted the 1982-83 school year.

B. Eligibility of Unit Members

- 1) Any full-time unit member who has served the District for six (6) consecutive years in a full-time certificated position may apply for a sabbatical leave.
- 2) Full-time unit members who have been granted a sabbatical leave shall become eligible after six years of consecutive service in a full-time certificated position subsequent to their last sabbatical leave.
- 3) Leaves shall not be granted for more than two (2) full consecutive semesters or less than one full semester unless otherwise approved by the District. If a full-time unit member is granted by the District a leave for one semester, this shall be construed as fulfilling his/her entire entitlement to leave privileges until he/she has complied with (b) above.
- 4) Military leave and paid leaves shall not be deemed a break in continuity of service for the purposes of this article.
- 5) If a sabbatical leave request is approved for a full-time unit member, and he/she then withdraws the application after approval, such full-time unit member shall be precluded for a period of two (2) years from filing a new application for sabbatical leave unless extenuating circumstances existed compelling his/her withdrawal of the application for leave.

C. Application Procedure

- 1) Application shall be submitted to the District by October 31st for consideration for the subsequent school year on a District-provided form.
- 2) Unit members' applications for sabbatical leave shall not be modified by the District without their consent.

D. Approval of Sabbatical Leaves

- 1) Sabbatical leave requests shall be reviewed by a Sabbatical Leave Review Committee comprised of three representatives designated by the Faculty Association and three representatives designated by the District.
- 2) In reviewing requests, the Sabbatical Leave Review Committee shall consider the criteria on the District sabbatical leave request form in a manner to be determined by the committee.
- 3) The Committee shall determine those applications which shall be recommended and those which shall not be recommended. The Committee shall rank its recommended sabbaticals and forward same to the Superintendent/President for transmittal to the Board of Trustees.
- 4) The District shall provide up to five (5) sabbatical leaves in accordance with the recommendations of the Committee. The Superintendent/President shall consider any recommendations of the committee in excess of five prior to making additional recommendations, if any, to the Board of Trustees. If the Superintendent/President recommends additional sabbatical leaves and such recommendations differ from the rankings of the Committee, the Superintendent/President shall provide written rationale to the Committee and the unit member(s) whose leaves are not recommended by the Superintendent/President and whose leaves were ranked higher by the Committee than the leaves recommended by the Superintendent/President.

E. Agreement, Surety Bond and Failure to Return

- 1) Granting of a sabbatical leave is conditioned upon the applicant agreeing to the terms of the sabbatical leave and further agreeing to render services to the District for at least twice the length of the sabbatical leave granted.
- 2) Granting of a sabbatical leave is dependent upon the unit member's securing a corporate surety bond in principal sum equal to amount of the salary to be paid while on sabbatical leave.
- 3) If a full-time unit member on leave fails to return and complete required services as an employee of the District, an amount calculated as follows shall be returned to the District:

Compensation Received from District While on Leave	Length of Actual Service Following Sabbatical Leave Length of Required Service	Compensation Received from District While on Leave
--	--	--

- 4) In case of death, the full-time unit member or his/her estate shall not be required to return compensation received from the District during the leave period. The payment shall cease upon the death of the unit member on leave.
- 5) Disability while on sabbatical leave to such an extent as to render full-time unit member unable to return to the District at the termination of the sabbatical leave or death while on sabbatical leave shall serve to exonerate full-time unit member's agreement and bond.

F. Salary While on Leave

While on leave full-time unit members shall receive as compensation 85% of their base salary for one full contract year or 85% of their base salary for one-half contract year. Compensation shall be based on the salary full-time unit members would have received during the period of the leave had they continued in regular services during such period.

G. Illness or Injury While on Sabbatical Leave

If the sabbatical leave is interrupted due to serious accident or illness, the District may terminate the sabbatical leave of the full-time unit member who shall thereupon be entitled to the use of personal illness and injury leave accrued to his/her credit.

H. Reinstatement Upon Return from Sabbatical Leave

At the expiration of a sabbatical leave, the unit member, upon return to the District, shall return to the same department, discipline or position, or as nearly the same as possible, to that held immediately before commencement of the leave.

ARTICLE 10: Evaluation Procedures

1. DEFINITION OF TERMS

The following definitions are intended to clarify terms used in the evaluation procedures and are only applicable to this article.

A. Authorized Evaluators

Department Chairpersons
Immediate Administrator for non-teaching unit members
Appropriate Dean
Vice President, Academic Affairs

B. Initial Conference

A conference to review evaluation forms and procedures, and to arrange the evaluation visitation. The initial conference shall follow a uniform format, mutually developed by the Association and the District, in all departments.

C. Evaluation Visitation

A specific arranged observation of a unit member's assigned duties by an authorized evaluator.

D. Consultation

A conference with a unit member following an evaluation visitation.

E. Formal Evaluation

A specified written evaluation of a unit member's performance utilizing the adopted format and adopted procedures.

F. Evaluation Conference

A conference to review and sign the completed evaluation.

G. Evaluation Terms

Satisfactory: A rating that describes a performance of a unit member who has met his/her roles and responsibilities as satisfactory.

Unsatisfactory: A rating that describes the performance of a unit member as unsatisfactory and for whom significant improvement is required.

H. Full-Time Contract Unit Members

Unit members that are employed by the District pursuant to the provisions of EC 87601 and 87608.

I. Full-Time Regular Unit Members

Unit members employed by the District pursuant to the provisions of EC 87608 and 87609.

J. Part-Time Instructional Unit Members

Unit members who are employed pursuant to the provisions of EC 87482 and whose assignment is not more than 60%.

K. Part-Time Non-Instructional Unit Members

Unit members whose non-classroom assignment is based on hourly/weekly assignments and who are employed for 18 hours a week or less.

L. Student Instructional Report

A report of unit member's teaching performance by students enrolled in the class or classes of a unit member. (Appendix D)

M. Unit Member Requested Visitations

Visitations by an authorized evaluator at the request of the unit member being evaluated.

2. GENERAL EVALUATION PRINCIPLES

- A. The primary aim of evaluation is to improve professional effectiveness. The District accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. To promote this respect and confidence the District will provide training for administrators in the process of evaluation.
- B. Data supporting the complete evaluation document shall be readily available to the parties in interest on a need to know basis.
- C. All data used in the evaluation material shall be accurate and verified by the evaluator. Hearsay shall not be included in the evaluation material.
- D. Evaluators shall consider the rights and responsibilities of unit members as outlined in Board Policy 2203 Academic Freedom in developing evaluations.

- E. In the absence of specific provisions in this evaluation article, the District shall exercise practices and procedures pursuant to provisions of the Education Code.
- F. Constructive criticisms and suggestions for improvement, if any, shall be specific and in writing. If major inadequacies are found to exist, they will be followed by additional supportive assistance. Information relating to a unit member's strengths and weaknesses will be discussed openly and frankly with the individual being evaluated.
- G. In assessing a unit member's performance, the evaluator shall consider only the unit member's roles and responsibilities as identified in the Unit Member Evaluation Report (Appendix E) and such other criteria as shall be mutually determined. In addition to observations made during arranged visitations, the evaluator may consider observations made of the unit member performing his/her duties outside the classroom that are in keeping with those roles and responsibilities as listed in the Unit Member Evaluation Report. Conditions over which a unit member has no control shall not impact negatively upon his/her evaluation.
- H. The authorized evaluator shall have the opportunity for classroom or other appropriate visitations. At the request of the unit member, another authorized evaluator may be selected for a visitation. A visitation made in conjunction with a formal evaluation will be arranged by the authorized evaluator at least one week prior to the visit. The observation shall be of sufficient duration to provide the evaluator with adequate data with which to make an accurate and meaningful evaluation. Unit member requested visitations may occur.
- I. By mutual agreement, the unit member and immediate administrator may each select another person to make additional classroom visitations and share the observations with both the evaluator and evaluatee.

3. EVALUATION OF FULL-TIME REGULAR UNIT MEMBERS

- A. Full-time regular unit members shall be evaluated no less than once every two years. The department chairperson or the immediate administrator for non-teaching unit members shall be the primary evaluator. Unit members with assignments in more than one department shall be formally evaluated in that department in which the greatest proportion of the assigned load exists.
- B. The District shall notify the unit member of the identity of his/her evaluator by the end of the third week of the school year during which the unit member will be evaluated if the evaluator is to be someone other than the immediate administrator. If the unit member is on leave during the first semester of the school year, such notification shall occur by the end of the third week of the second semester.

- C. An evaluator shall hold an initial conference with the unit member to be evaluated prior to the end of the fifth week of the school year during which the unit member is to be evaluated. The evaluator shall provide to the unit member the faculty handbook and review and provide the evaluation procedures and instruments (as contained within this article). During this conference, evaluation visitations will be arranged. If the unit member is on leave during the first semester of the school year, the initial conference shall be held prior to the end of the fifth week of the second semester.
- D. The evaluator shall consider only those roles and responsibilities identified in Appendix E. In addition to observations made during an arranged visitation, the evaluator may consider observations made of the unit member performing duties outside of the classroom that are in keeping with those roles and responsibilities identified in the Unit Member Evaluation Report.
- E. A consultation will be scheduled within ten (10) school days following an evaluation visitation during which the evaluator will review with the unit member areas where he/she has been deemed satisfactory as well as specific suggestions for improvement, if any.
- F. Within twenty (20) school days (or more by mutual agreement) after the final consultation, the evaluator shall prepare the formal written evaluation of the unit member, utilizing the instruments and procedures outlined herein. The evaluator shall provide the written evaluation to the unit member five (5) school days prior to meeting with him/her in an evaluation conference.
- G. During the evaluation conference an evaluator shall discuss the complete written evaluation which may consist of: (1) the Unit Member Evaluation Report and (2) where appropriate, the Analysis of Student Instruction Reports.
- H. At the conclusion of the evaluation conference, the evaluator shall indicate whether the unit member is deemed overall satisfactory or unsatisfactory. The unit member shall sign the evaluation report as an indication of its receipt.
- I. Should an evaluator deem a unit member to be unsatisfactory, he/she shall supply the written evaluation to the unit member five (5) school days prior to the evaluation conference. At the evaluation conference, the evaluator, after consultation with the unit member, will develop a program of improvement which, if followed successfully, will result in a satisfactory evaluation. If the unit member disagrees with the elements of the improvement plan, then the unit member may have attached to the plan a written statement of his/her concerns. A unit member receiving an unsatisfactory evaluation shall have one complete year to finish the improvement plan, or less by mutual agreement.

- J. Should a regular unit member receive an unsatisfactory overall evaluation, he/she will be evaluated again within the following year utilizing the procedures of this plan. Within one year after receiving an unsatisfactory evaluation, (or sooner by mutual agreement) a unit member shall be re-evaluated by his/her evaluator and if he/she receives a satisfactory rating, he/she will return to the usual two year evaluation cycle.
- K. The improvement plan shall include the following:
 - 1. Areas where specific improvement is needed.
 - 2. Specific suggestions for improvement.
 - 3. Resources to be utilized to assist with the improvement.
 - 4. The means by which improvement will be measured.

A written statement describing the improvement program and incorporating the above shall be given to the unit member within fifteen (15) school days after the evaluation conference.

4. APPEAL PROCESS

- A. Should a unit member disagree with the evaluator's written findings and recommendations, he/she may appeal to the Vice President of Academic Affairs. The Vice President of Academic Affairs will review the case and make a decision which will then be reviewed with the unit member and the evaluator within ten (10) school days of receipt of the appeal.
- B. Further appeal by the unit member or evaluator may be made to the President of the College whose decision shall be final.
- C. During the appeal process, the unit member is entitled to representation by the Faculty Association when meetings involve matters affecting the employment relations status between the unit member and the District.
- D. Unit members may pursue alleged violations of the evaluation procedure as specified in this article through the grievance article contained in this agreement.

5. EVALUATION OF FULL-TIME CONTRACT UNIT MEMBERS

- A. Full-time contract unit members shall be evaluated throughout their first two years of employment. The authorized evaluator shall be responsible for the evaluation process and the final evaluation report of unit members. The department chairperson or the immediate administrator for non-teaching unit members shall be the primary evaluator.
- B. Unit members with assignments in more than one department, shall be formally evaluated in that department in which the greatest proportion of their assigned load exists. Unit members

may be visited and evaluated by the authorized evaluator(s) of the other department(s) in which said unit member has an assignment. The observations from the visitation may be integrated into the formal evaluation, and, if included in the formal evaluation, all authorized evaluators shall participate in the evaluation conference and shall sign the formal evaluation.

- C. The District shall notify the unit member of the identity of his/her evaluator by the end of the third week of the year during which the unit member will be evaluated if the evaluator is to be someone other than the immediate administrator. If the unit member is not employed or on leave during the first semester of the school year, such notification shall occur by the end of the third week of the second semester.
- D. An evaluator shall hold an initial conference with the unit member to be evaluated prior to the end of the fifth week of the school year during which the unit member is to be evaluated. The evaluator shall provide to the unit member the faculty handbook and review and provide the evaluation procedures and instruments (as contained within this article). During this conference, evaluation visitations will be arranged. If the unit member is not employed or on leave during the first semester of the school year, the initial conference shall be held prior to the end of the fifth week of the second semester.
- E. First Year Full-Time Contract Unit Members
 - 1. First year full-time contract unit members shall be evaluated during the first semester of their employment. This shall include at least two visitations made prior to February 1 of the fall semester or June 1 of the spring semester. Such visitations will be followed by a consultation to discuss the observations made by the evaluator and other relevant evaluation information. During the consultation the evaluator shall review with the unit member those areas where he/she has been deemed satisfactory as well as any specific suggestions for improvement, if any. At least one visitation followed by a consultation shall also be made of each unit member during the second semester of his/her employment. During the first year of employment arranged visitations will be the responsibility of the immediate supervisor and/or other authorized evaluators. Additional visitations may be arranged as appropriate.
 - 2. Prior to the end of each semester of the first contract year, an evaluation conference shall be scheduled. At this conference the unit member shall be provided the complete evaluation consisting of: (1) the Unit Member Evaluation Report and (2) the Analysis of Student Instructional Reports. At the conclusion of this conference, the evaluator shall indicate both orally and on the evaluation form itself whether the unit member is deemed overall satisfactory or unsatisfactory. The unit member shall sign the evaluation report indicating receipt of evaluation.

F. Second Year Full-Time Contract Unit Member

1. Second year full-time contract unit members shall be evaluated prior to February 1 of their second year of employment. This evaluation will include at least two visitations followed by consultations to discuss the observations. During the consultations the evaluator shall review with the unit member those areas where he/she has been deemed satisfactory as well as any specific suggestions for improvement, if any.
2. Prior to the end of the first semester an evaluation conference shall be scheduled. At this conference the unit member shall be provided the complete evaluation consisting of: (1) the Unit Member Evaluation Report and (2) the Analysis of Student Instructional Reports. At the conclusion of this conference the evaluator shall indicate both orally and on the evaluation form whether the unit member is deemed overall satisfactory or unsatisfactory. The unit member shall sign the evaluation report as an indication of its receipt.

6. EVALUATION OF PART-TIME INSTRUCTIONAL AND PART-TIME NON-INSTRUCTIONAL UNIT MEMBERS

- A. The authorized evaluator shall be responsible for the evaluation process and the final evaluation report of a part-time instructional and part-time non-instructional unit member. The department chairperson or the immediate administrator for non-teaching unit members shall be the primary evaluators. The evaluation shall be prepared in accordance with the roles and responsibilities of Appendix A which are appropriate to the assignment of the unit member. Unit members with assignments in more than one department shall be evaluated in that department in which the greatest proportion of the assigned load exists. Unit members may be visited by the authorized evaluator(s) of the other department(s) in which said unit member has an assignment. After such visitations, consultations will be scheduled within ten (10) school days of the visitations to orally review with the unit member areas where he/she has been deemed satisfactory as well as specific suggestions for improvement, if any, in relation to the roles and responsibilities as identified in the unit member's evaluation report (Appendix E) and such other criteria as shall be mutually determined. Except for documentation pursuant to the applicable provisions of the Education Code, such visitations by authorized evaluator(s) of the other department(s) shall result in no written documentation relating to the roles and responsibilities as identified in the unit member's evaluation report (Appendix E) and such other criteria as shall be mutually determined.
- B. The District shall notify the unit member of the identity of his/her evaluator by the end of the third week of the year during which the unit member will be evaluated if the evaluator is to be someone other than the immediate supervisor. If the unit member is unassigned during the first semester, such notification shall occur by the end of the third week of the second semester.

- C. The evaluator shall hold an initial conference with the unit member to be evaluated prior to the end of the fifth week of the school year during which the unit member is to be evaluated. The evaluator shall provide the unit member the faculty handbook and review and provide the evaluation procedures and instruments (as contained within this article). During this conference, evaluation visitations will be arranged. If the unit member is unassigned during the first semester, the initial conference shall be held prior to the end of the fifth week of the second semester.
- D. Unit members shall be evaluated during their first semester. An evaluation shall be prepared and an evaluation conference held with the unit member prior to the end of the first semester. Unit members in their second semester shall be evaluated at least once by their evaluator following the procedures utilized during the first semester of evaluation. The formal evaluation shall be submitted to the unit member at least five (5) school days before the evaluation conference.

Further evaluations of unit members shall be conducted no less than once every two years.

- E. Unit members will be evaluated utilizing the approved college procedures and instruments contained herein.

7. STUDENT INSTRUCTIONAL REPORT

- A. Student Instructional Reports are deemed to be useful for such purposes as providing information to the evaluator during the evaluation process and providing information to unit members about their teaching effectiveness.
- B. The District shall process the Student Instructional Reports and promptly return the Reports and analyses to the unit member and analyses to the evaluator, when appropriate. It is suggested that they be administered between the 12th and 14th week of instruction to allow adequate time for processing and inclusion in the overall evaluation.

Student input shall be gathered using the format in Appendix B. The evaluator shall handle the administration of the Student Instructional Reports.

- C. The analyses of the Student Instructional Reports shall be required by the evaluator for inclusion in the overall assessment of: (1) full-time contract teaching unit members; (2) part-time instructional unit members with less than five semesters teaching in the District; and (3) full-time regular teaching unit members deemed unsatisfactory on the most recent formal evaluation. The Student Instructional Reports may be included in the overall assessment at other times by mutual agreement of the unit member and evaluator.

8. IMPLEMENTATION

- D. For regular teaching unit members and part-time instructional unit members who have completed four (4) semesters teaching in the District, deemed satisfactory on the most recent evaluation, the Student Instructional Reports and Analyses shall be provided to the unit member only.

The provisions of this article shall be implemented commencing July 1, 1984.

ARTICLE 11: Personnel Files

1. One official personnel file of each unit member shall be maintained at the District central administration office. No adverse action shall be taken against a unit member based upon written material which is not contained within the official personnel file, unless otherwise required by law. Except in situations contemplated under Education Code Sections 87732 or 87734, an opportunity shall be provided for informal resolution to unit member situations that may result in the placement of a derogatory statement in a unit member's personnel file. Prior to placing item(s) in the official personnel file, the District shall make a reasonable effort to verify the accuracy of the material(s).
2. A unit member shall be provided a copy of any derogatory written material prior to the time such material is placed within the official personnel file. Such derogatory written material, when placed in such file, shall not address matters which occurred more than three (3) calendar months prior to the date of filing. The unit member shall have the right to review the material during normal working hours so long as such does not interfere with the classroom instruction. The unit member may, within ten (10) work days of receipt of copy, submit a written response to be attached to the derogatory material for inclusion within the official file. Derogatory material shall be sealed at the unit member's request after a period of four years from the date of filing.
3. A unit member shall have the right to examine all materials (except for ratings reports or records which were obtained prior to employment or prepared by identifiable examination committee members, or obtained in connection with a promotional examination) contained within the official personnel file.
4. District shall have a representative present when any official personnel file is examined. The unit member's personnel file shall be available for examination by the unit member and/or his/her representative with the unit member's written authorization for each instance. The official personnel file is considered confidential and is available for review only to such other persons who have a legal right and a need to know the contents therein.
5. The District shall keep a log of persons who have examined an official personnel file, as well as the dates such examinations were made, except routine clerical transactions. The log shall be maintained in the unit member's official personnel file.
6. Any person who places material in the personnel file shall sign and signify the date on which it was drafted. Any written material placed in the personnel file shall indicate the date of placement.
7. With approval of the District, a unit member may have material placed in the official personnel file he/she determines may have a bearing on his/her position with the District. In the case of District disapproval, the unit member, upon request, shall be notified in writing within ten (10) workdays the reasons for not placing such material in the file.

8. Unit members shall be informed of all written claims of sexual harassment against them within five (5) work days of receipt of said claims.

ARTICLE 12: Reassignment Procedure

This Article applies to the reassignment of full-time unit members only as such affects a unit member's full-time load exclusive of any part-time assignments.

Definition

Reassignment is defined as a change in the assignment of a full-time unit member resulting in an assignment of subject areas which are outside the unit member's major or minor field and in which the unit member has no previous teaching experience.

Unit Member Initiated Reassignment

Any full-time unit member may request a reassignment by submitting such request to the Personnel Office in writing and, if requested by the unit member, the request for reassignment shall remain confidential to the Personnel Office until such time as the request is given administrative consideration. Upon a suitable vacancy and prior to official announcement of that vacancy, a copy of the request will be sent to the current and prospective immediate supervisors, the Office of Academic Affairs, and the Association. A notice of the decision on the request will be made by Personnel within sixty (60) days. Requests for reassignment shall remain effective for one (1) calendar year and shall be considered by the District prior to the official announcement of vacancy.

In considering a unit member initiated reassignment, the District shall use the following criteria:

- a) The educational needs of the District; and
- b) The abilities, skills, and knowledge of the unit member as such relate to the proposed reassignment.

In the event more than one unit member requests a reassignment for the same position and the above criteria are equally met, then the unit member with the greatest districtwide seniority shall be reassigned.

If the reassignment request by a unit member is denied, he/she may request, in writing, within ten (10) work days of the denial, a written response stating the reasons for the denial. Upon such a request, the District shall respond within ten (10) work days.

District-Initiated Reassignment

The District may reassign a unit member outside his/her department as the result of establishment and modification of the organizational structure of the College, to meet decreasing or low enrollment within his/her department and/or particular subject area within his/her department, to comply with requirements of the District's Affirmative Action policy, to accommodate space limitations, or to provide for the staffing of new or changing curricula or student services.

The District may reassign a unit member within his/her department as the result of establishment and modification of the organizational structure of the College, to meet increasing enrollment within his/her department and/or particular subject area within his/her department, to comply with requirements of the District's Affirmative Action policy, to accommodate space limitations, or to provide for

the staffing of new or changing curricula or student services.

In effecting a District-initiated reassignment, the District shall use the following criteria:

- a) The education needs of the District; and
- b) The abilities, skills, and knowledge of the affected unit member as such relate to the proposed reassignment.

In the event more than one unit member is considered for a District-initiated reassignment and the above criteria are equally met, then the unit member with the least districtwide seniority shall be reassigned.

Unit members affected by a District-initiated reassignment shall be given ten (10) work days prior notice and a conference shall be held between the appropriate management person and the unit member in order to discuss the reason(s) for the reassignment.

If a unit member is to be reassigned, then he/she may request in writing within ten (10) work days following the conference that he/she be given written reasons why he/she is being reassigned. Upon such a request, the District shall respond within ten (10) working days.

Districtwide Seniority

Districtwide seniority, for the purpose of this Article, shall be the date of first paid service in a certificated position pursuant to Education Code.

Retraining Program

Upon mutual agreement of the unit member and District, the unit member may participate in a District-approved retraining program prior to and/or after a unit member or District-initiated reassignment. With prior approval of the District, the unit member participating in a District-approved retraining program may elect to have the tuition cost of approved course work paid by the District or have such course work credited for salary placement. Upon completion of a retraining program leading to a new teaching competency or expanded credential authorization, a unit member may initiate a request for reassignment to said area(s) or the District may initiate a reassignment to said area(s).

Evaluation Resulting from Reassignment

In the case of a unit member-initiated reassignment, the District may evaluate the unit member during the first year of the effective reassignment in accordance with this Agreement. In the case of a District-initiated reassignment, the District may evaluate the unit member during the first year of the effective reassignment if such reassignment affects a majority of the unit member's assignment.

ARTICLE 13: Travel

1. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, uses his/her personal vehicle on District business shall be reimbursed at the same rate paid to other District personnel.
2. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, has meals away from the District shall be reimbursed for a reasonable cost of the meal in the same manner as other District personnel.
3. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, is lodged away from home overnight shall be reimbursed by the District for the reasonable cost of necessary lodging in the same manner as other District personnel.
4. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, utilizes public transportation shall be reimbursed by the District for the reasonable cost of necessary transportation in the same manner as other District personnel.
5. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, attends a conference shall be reimbursed by the District for the reasonable cost, or portion thereof, of the conference and transportation thereto in the same manner as other District personnel. The determination of which unit members shall attend conferences from travel/conference funds allocated to a department shall be made in an equitable manner following procedures developed by each department.

ARTICLE 14: Non-Discrimination

The District shall not discriminate against unit members with respect to wages, hours of employment, and other terms and conditions of employment as defined in Government Code 3540 et seq., or application of the provisions of this Agreement with respect to age, color, creed, residency, marital status, membership in an employee organization, national origin, physical handicap, race, sex, or religion.

ARTICLE 15: Safety Conditions of Employment

1. Except in unusual circumstances, the District shall not knowingly require a unit member to work in unsafe conditions.
2. Unit members shall be cognizant of unsafe practices, equipment, and conditions and report such to their immediate supervisor. The District shall advise the unit member of the disposition of said report as soon as administratively possible.
3. Unit members shall report all accidents involving injuries observed and incurred as soon as possible to their immediate supervisor on forms provided by the District. In case of injuries to a unit member that require medical attention, such report shall be submitted to the District within one workday of the incident giving rise to the injury or within one workday of knowledge that the incident resulted in injury.
4. In a situation of real or apparently hazardous teaching location*, a unit member shall make every reasonable effort to change class locations; if a change of location is not possible, the unit member, with advance notice to the Office of Academic Affairs during the day or Continuing Education Office in the evening or weekend, if reasonably possible, shall cancel the class.

* "Real or apparently hazardous teaching location" shall mean a condition that any reasonable person would conclude to be a physical danger that affects the safety of the unit member or his/her students.

ARTICLE 16: Rights of the Association

(Section 9 of this article may be replaced dependent on the outcome of a special organizational security election to be conducted by the Public Employment Relations Board; the possible replacement language for Section 9 may be found in Appendix F.)

1. The Association shall have the right to represent unit members in their employment relations with the District.
2. An Association representative shall have the right of access to areas in which unit members work, so long as the Association representative does not interfere with classroom instruction, scheduled office hours, or other assigned duties. Any Association representative shall have the right to talk to unit members during work breaks, meal breaks, or before and after work hours.
3. The Association may use bulletin boards designated for their use by the Superintendent or his/her designee. Prior to posting, a copy of the communication shall be furnished to the Superintendent or his/her designated representative. All items to be posted by the Association shall bear the date of posting and the name and authorization of the Association and shall be removed by the Association when applicability ceases.
4. Communications authorized by the Association for general distribution through the District mail service shall bear the date of the communication and the name of the Association as being responsible for the writing and distribution of the communication. A copy of any communication for general distribution proposed to be sent through college means of distribution shall be furnished to the Superintendent, or his/her designated representative.
5. The Association shall be permitted the use of District building facilities and shall be subject to the same regulations governing other organizations specified in the District policy on use of facilities.
6. The District agrees to furnish readily available information relevant to the scope of representation upon request. The District will provide the Association with a copy of the proposed Tentative, Publication, and Adopted Budgets as soon as available for distribution. The District will provide two copies of the agenda for meetings of the Board of Trustees plus all supportive non-confidential information.
7. Names and job titles of all unit members shall be provided to the Association as soon as possible following the beginning of each academic year. Home addresses and home telephone numbers of unit members shall be provided to the Association for all members who authorize the release of such information.
8. The District shall provide one copy of this Agreement for each unit member to the Association as soon as administratively possible following the signing of this Agreement by the parties. The Association shall assume full responsibility for distribution to each unit member and hold the District harmless for failure to provide said copy to a unit member.

9. Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified RHCFA/CTA-NEA dues. Such authorization shall continue in effect for the duration of this Agreement or upon revocation by the unit member, whichever is sooner. Pursuant to authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for a maximum of ten months. Deductions for unit members who sign a payroll deduction authorization after the commencement of the academic year shall be appropriately prorated to complete payments by the end of the period for which he/she is contractually employed during the current academic year. With respect to all such sums deducted by the District pursuant to authorization by the employee, the District agrees to remit monthly such monies to the Association's designee. The Association agrees to furnish any information needed by the District to fulfill the provisions of this section.
10. Upon written authorization from a unit member who is a regular or contract employee on a 50% or more basis, the District shall deduct from the salary of such unit member and make appropriate remittance for the following: tax shelter annuities, credit union deduction, savings bonds, charities, and other health and welfare benefits from the District-approved list of benefits or any other health and welfare plans mutually approved by the District and the Association. In addition, upon written authorization from a unit member, the District shall deduct from District contributions for tax sheltered annuities, other health and welfare benefits from the District-approved list of benefits, or any other health and welfare plans mutually approved by the District and the Association.
11. Upon written authorization from a part-time unit member, the District shall deduct from the salary of such unit member and make proper remittance for the following: tax shelter annuities, credit union deduction, savings bonds, and charities.

ARTICLE 17: Grievance Procedures

The purpose of this procedure is to provide a constructive process by which grievances may be resolved.

Definitions

1. A "grievance" is a formal, written allegation by a unit member that he/she has been adversely affected by a violation of a specific provision of this Agreement.
2. A "work day" is a day in which the Administrative Offices of the District are open for business.
3. The "immediate supervisor" is the first-level manager having line authority over the grievant and who has the authority to adjust the grievance.
4. A "grievant" is a unit member filing a grievance or the Association filing a grievance on specific provisions in Article 16, Rights of Association; Article 18, Negotiation Procedures; or Article 19, Savings Provisions.
5. A "representative" shall mean a representative of the Association selected by the grievant, except such representative shall not be from another employee organization. The District may have a representative to assist in processing the grievance.
6. A "party in interest" is the grievant, immediate supervisor, a representative, or other unit member or manager whose action may be required in order to resolve the grievance.

General Provisions

1. The grievance procedure shall not be used to challenge or change policies, regulations, or procedures of the District or the District application and/or interpretation of laws which are not included in this Agreement.
2. This grievance procedure shall not be construed by either party to require the processing of class action grievances. With mutual agreement of the District and Association, grievances filed by more than one unit member alleging violation of the same specific provision of this Agreement shall be processed concurrently as a single grievance. In such cases, participation by the grievants may be limited to one or more unit members.
3. The District and the Association agree that every effort shall be made by the District and the unit member to settle the grievance informally with the immediate supervisor.
4. Until final disposition of the grievance, the grievant is required to conform to the direction of his/her immediate supervisor. If the unit member fails to conform to the direction of his/her immediate supervisor, the unit member may be subject to appropriate disciplinary action.

5. Each party involved in a grievance shall act so that the grievance can be resolved promptly. Each party agrees to conform with the time limits contained in this Article; however, with the written consent of the parties in interest, the time limitations at any step may be extended.
6. Time limits provided in each step shall begin the day following the expiration of the previous time limit or the day following receipt of the written decision by the party in interest.
7. Grievance meetings shall be scheduled at times mutually acceptable to parties in interest during normal working hours. Parties in interest shall endeavor to schedule such meetings at times that do not interfere with classroom instruction.
8. All procedural documents dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the grievant.
9. Forms necessary for the grievance procedure shall be prepared by the District and shall be given appropriate distribution to facilitate the grievance procedure.
10. A unit member may present a grievance relating to an alleged violation of this Agreement and have such grievance adjusted/resolved without the intervention of the Association as long as the adjustment/resolution is not inconsistent with the terms of this Agreement. The District shall not implement an adjustment/resolution of a grievance until the Association has received a copy of the grievance and the proposed adjustment/resolution and has been given an opportunity to file a written response within three (3) work days of receipt of the grievance and the proposed adjustment/resolution.
11. The grievant shall be present at each step of the grievance procedure except as may be limited in 2 above.
12. Representation on behalf of either party may begin at Step 2 of the grievance procedure at the option of either party.
13. All records and documents presented at each step of the grievance procedure shall be transmitted to the next higher step if the matter is appealed.
14. When a grievance has been filed by a unit member, the grievant may terminate the grievance procedure at any time by giving written notice to the District.
15. The grievance shall be terminated if the grievant fails to comply with the time limits.
16. The grievant may appeal the grievance to the next step in the grievance procedure if the District fails to comply with the time limits.

17. A decision rendered at any step shall be considered final unless an appeal is registered within the specified time limit. If a decision is not given to the grievant within the specified time limit, the grievant may appeal to the next available step.
18. No party in interest shall take reprisals against any other party in interest by reason of such participation.

Procedures

Step 1

Within ten (10) work days of the event or within ten (10) work days of when the aggrieved could reasonably be expected to have known of the event which gave rise to the grievance and before filing a formal, written grievance, the grievant shall attempt to resolve the matter through an informal conference with the grievant's immediate supervisor. The immediate supervisor shall communicate a decision to the unit member within five (5) work days after the informal conference. If the immediate supervisor fails to respond within the time limits, the grievance is deemed denied and the grievant may file a formal written grievance in conformance with Step 2. Only the grievant and the supervisor may be present at Step 1, except that, by mutual agreement, the parties may each have a representative.

Step 2

Within twenty (20) work days of the event or within twenty (20) work days of when the grievant could reasonably be expected to have known of the event which gave rise to the grievance, the grievant may file a formal, written grievance on the appropriate District form to the immediate supervisor. Failure to present such grievance within the time limit shall render the grievance null and void. The formal, written grievance shall include a clear, concise statement of the grievance, the circumstances involved, specific provisions of this Agreement allegedly violated, the decision rendered at the informal conference, if any, and the specific remedy sought. The immediate supervisor shall communicate a decision to the grievant in writing within five (5) work days after receiving the grievance. If the immediate supervisor fails to respond within the time limits, the grievance is deemed denied and the grievant may appeal to the next step.

Step 3

In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision on the appropriate District form to the appropriate vice president or designee within five (5) work days after the decision of the immediate supervisor. The appeal shall include a copy of the original grievance; the decision rendered, if any; and a clear, concise statement of the reasons for the appeal. At the request of the grievant, a meeting shall be held between the grievant and the appropriate vice president or designee to discuss the grievance. The appropriate vice president or designee shall communicate a decision to the grievant in writing within five (5) work days after receiving the appeal. Step 3 constitutes the final step of this Grievance Procedure.

ARTICLE 18: Negotiation Procedures

1. The Association agrees to submit its initial proposal for a successor agreement to the District no sooner than January 1, 1986.
2. Within three (3) calendar months after the Association submits its initial proposal to the District, the District shall adopt its initial proposal pursuant to Government Code Section 3547.
3. Within ten (10) working days of compliance with Government Code Section 3547 the District and the Association shall initiate negotiations sessions on the reopeners or successor agreement.

ARTICLE 19: Savings Provisions

1. The provisions of this Agreement are declared to be severable and if any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity or unconstitutionality of any part. In the event of such severable action, the parties shall meet upon the request of either party to negotiate the replacement of such section, subsection, sentence, clause, or phrase in accordance with law.
2. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Higher Education Amendments, any federal regulations pertaining thereto, or any state programs, the provisions of such orders, laws, federal regulations and rules shall prevail. In the event of such conflict, the parties shall meet upon request of either party to negotiate the resolution of the conflict. All other provisions or applications of this Agreement shall remain in full force and effect.

ARTICLE 20: Effect of Agreement

1. This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties and a written and signed amendment to this Agreement.
2. During the term of this Agreement, the parties expressly waive and relinquish the right to bargain collectively on any matter, whether or not specifically referred to or covered in this Agreement even though not within the knowledge or contemplation of either party at the time of negotiation and even though during negotiations, the matters were proposed and later withdrawn.
3. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Board Policy, College Procedures, and State laws to the extent permitted by State law, and that in the absence of specific provisions of this Agreement, Board Policy and College Procedures shall prevail.

Article 21: Reduction-in-Force Actions and Effects Related Thereto

The provisions of this article shall deal with potential reduction-in-force actions that the District may initiate.

- A. The Association and District understand the legal provisions of the Education Code regarding reduction-in-force actions by the District, and nothing contained herein shall be construed to impede any possible District implementation of said legal provisions, or the assignment of professional bargaining unit services related thereto; nor shall it be construed to remove the reduction-in-force protections of the Education Code for unit members.
- B. The District and the Association agree that all Education Code procedural requirements and provisions for layoff of unit members shall be observed if the District determines that reductions in force are necessary.
- C. The District and Association agree that alleged violations of the procedure and requirements described in Items A and B above, shall be reviewable only under existing administrative hearing or legal procedures in lieu of the provisions of Article XVII.
- D. Article 4 (Health and Welfare Benefits) shall provide coverage through September 30 for those unit members who have worked the full preceding school year and who are given a layoff notice as a result of a reduction-in-force action by the Board on or before May 15 of any school year.
- E. The District shall compensate a unit member laid off in accordance with a reduction-in-force action at his/her daily or hourly rate of pay for said year should they be utilized in a substitute capacity for an hourly, part-time, or full-time absent employee; if utilized as a substitute for a full-time employee, a laid-off employee shall receive District fringe benefit coverage pursuant to the provisions of Article IV for each full month of said substitute service rendered during a full semester or school year replacement assignment.
- F. Employees given a March 15 notice of intended non-reemployment for the following school year shall be entitled to utilize three (3) days of available personal necessity leave for purposes of bonafide job interviews with other prospective employers.
- G. The retraining program described in Article 12 shall be applicable to laid-off unit members.
- H. Except as provided for in E above dealing with substitution for full-time employees, laid-off unit members may, at their own expense, continue to purchase medical and dental coverage effective October 1 following layoff subject to insurance carrier approval and provisions.

I. The District and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain-
ing collectively with respect to any subject or matter related to reduction-
in-force actions, and effects related thereto, even though such subject or
matter may not have been within the knowledge or contemplation of either or
both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 22: Term and Reopener

1. This amended Agreement shall remain in full force and effect from July 1, 1983 and up to and including June 30, 1986.
2. Notwithstanding any other provision of this Agreement, the District and the Association shall negotiate the 1985-86 provisions of Articles 3 and 4 (Salaries and Health and Welfare Benefits) after District income for said year is established.

SALARY SCHEDULE - 1982-83, 1983-84

EFFECTIVE JULY 1, 1982

	(I)	(II)	(III)	(IV)
	<u>B.A. + 30</u>	<u>M.A.</u>	<u>B.A. + 60</u> <u>Inc. M.A.</u>	<u>B.A. + 80</u> <u>Inc. M.A.</u>
1.	\$19,401	\$20,549	\$21,694	\$22,844
2.	20,442	21,591	22,737	23,888
3.	21,487	22,635	23,781	24,930
4.	22,530	23,679	24,823	25,974
5.	23,574	24,720	25,868	27,017
6.	24,614	25,765	26,910	28,061
7.	25,659	26,808	27,954	29,104
8.	26,703	27,852	28,998	30,148
9.	27,746	28,895	30,041	31,189
10.	28,790	29,940	31,083	32,234
11.	29,834	30,981	32,127	33,278
12.		32,025	33,171	34,321
13.			34,214	35,363
14.				36,407

For less than B.A. + 30 units in an academic area, use Column I less \$718.

For 1982-83, unit member with an earned Doctorate shall be placed on Column IV and shall receive an additional \$1,145.

On Column II, an increment of \$1,045 shall be granted after completion of 15 years of service credited by the District.

On Column III, an increment of \$1,045 shall be granted after completion of 16 years of service credited by the District.

On Column IV, an increment of \$1,045 shall be granted after completion of 17 years of service credited by the District.

APPENDIX B: Academic Calendar-1984-85

Unit members who are providing classroom instructional duties shall provide services in conformance with the following academic calendar:

Fall Semester Commences	September 10, 1984
Fall Semester Ends	January 28, 1985
Spring Semester Commences	February 4, 1985
Spring Semester Ends	June 14, 1985
Summer Session Commences	June 24, 1985
Summer Session Ends	August 2, 1985

HOLIDAYS

September 3, 1984	Labor Day
November 12, 1984	Veteran's Day
November 22, 1984	Thanksgiving
December 25, 1984	Christmas Day
January 1, 1985	New Year's Day
February 11, 1985	Lincoln's Day
February 18, 1985	Washington's Day
May 27, 1985	Memorial Day
July 4, 1985	Independence Day

RECESSES

November 23, 1984	Thanksgiving Recess
December 24 1984 - January 4, 1985	Winter Recess
January 29 - February 1, 1985	Semester Recess
April 1-5, 1985	Spring Recess

First Semester: 88 days of instruction
Second Semester: 87 days of instruction

In the event classes are held on a holiday or during a recess period, unit members who provide classroom instructional duties shall be assigned on a voluntary basis. In the event there are no volunteers, the District reserves the right to assign such unit members to work on holidays and/or recesses as long as the assignment does not exceed the total number of assigned days of the unit member's annual assignment. In the event an emergency or other event results in less than the assigned number of work days, the remaining days, up to a maximum of three such days, shall be rescheduled at the end of the

semester to insure the total number of assigned work days for the unit member's annual assignment. In the event the emergency or other event necessitates the rescheduling of more than three such days, the District and Association agree to meet and negotiate on the specific days to be rescheduled to insure the total number of assigned work days for the unit member's annual assignment.

APPENDIX C: Academic Calendar-1985-86

Unit members who are providing classroom instructional duties shall provide services in conformance with the following academic calendar:

Fall Semester Commences	September 9, 1985
Fall Semester Ends	January 28, 1986
Spring Semester Commences	February 3, 1986
Spring Semester Ends	June 13, 1986
Summer Session Commences	June 23, 1986
Summer Session Ends	August 1, 1986

HOLIDAYS

September 2, 1985	Labor Day
November 11, 1985	Veteran's Day
November 21, 1985	Thanksgiving
December 25, 1985	Christmas Day
December 31, 1985	New Year's Day
January 15, 1986	Dr. Martin Luthur King Day
February 14, 1986	Lincoln's Day
February 17, 1986	Washington's Day
May 26, 1986	Memorial Day
July 4, 1986	Independence Day

RECESSES

November 22, 1985	Thanksgiving Recess
December 23 1985 - January 3, 1986	Winter Recess
January 29 - 31, 1986	Semester Recess
March 24 - 28, 1986	Spring Recess

First Semester: 88 days of instruction
Second Semester: 87 days of instruction

In the event classes are held on a holiday or during a recess period, unit members who provide classroom instructional duties shall be assigned on a voluntary basis. In the event there are no volunteers, the District reserves the right to assign such unit members to work on holidays and/or recesses as long as the assignment does not exceed the total number of assigned days of the unit member's annual assignment. In the event an emergency or other event results in less than the assigned number of work days, the remaining days, up to a maximum of three such days, shall be rescheduled at the end of the

semester to insure the total number of assigned work days for the unit member's annual assignment. In the event the emergency or other event necessitates the rescheduling of more than three such days, the District and Association agree to meet and negotiate on the specific days to be rescheduled to insure the total number of assigned work days for the unit member's annual assignment.

APPENDIX D: CLASS LOADS

The class loads of unit members who are providing classroom instructional duties during the regular school year will be in accordance with the following:

<u>Subject</u>	<u>Classroom Hours Per Week Equating to a Full (100%) Load</u>
Anthropology	15
Apprenticeship	
Lecture	15
Lab	24
Architectural Drafting	
Lecture	15
Lab	24
Art	
Lecture	15
Lab	20
Astronomy	
Lecture	15
Lab	21
Automotive	
Lecture	15
Lab	24
Biology	
Lecture	15
Lab	21
Business	
Lecture (except Typing)	15
Lecture (Typing)	17
Lab	24
Skills Center	20

<u>Subject</u>	<u>Classroom Hours Per Week</u> <u>Equating to a Full (100%) Load</u>
Business Data Processing	
Lecture	15
Lab	24
Chemistry	
Lecture	15
Lab	21
Dental Assisting	
Lecture	15
Lab	24
Early Childhood Education	
Lecture	15
Lab	24
Earth Sciences	
Lecture	15
Lab	21
Economics	15
Education	
Lecture	15
Lab	21
Electro-Mechanical Drafting	
Lecture	15
Lab	24
Electronics	
Lecture	15
Lab	24
Engineering	
Lecture	15
Lab (8,11,30)	21
Drawing	24
English	
Lecture	15
Skills Center	20
Exceptional Students	
Lecture	15
Lab	24
Supervision	30
Fashion Design	
Lecture	15
Lab	24

(continued)

<u>Subject</u>	<u>Classroom Hours Per Week</u> <u>Equating to a Full (100%) load</u>
Fire Science	
Lecture	15
Lab	24
History and Political Science	15
Humanities	15
Industrial Technology	
Lecture	15
Lab	24
Drawing	24
Math	15
Blueprint Reading	24
Journalism	
Lecture	15
Lab	20
Language	
Lecture	16
Language Skills Center	24
Library Science	
Lecture	15
Lab	24
Machine Technology	
Lecture	15
Lab	24
Mathematics	
Lecture	15
Skills Center	20
Music	
Lecture	15
Activity	20
Nursing	
Lecture	15
Lab (On Campus)	24
Clinic (Hospital)	24
Supervision	40
Philosophy	15
Physical Education	
Lecture	15
Activity	22

(continued)

<u>Subject</u>	<u>Classroom Hours Per Week</u> <u>Equating to a Full (100%) Load</u>
Physical Science	
Lecture	15
Lab	21
Physics	
Lecture	15
Lab	21
Police Science	
Lecture	15
Lab	24
Psychology	
Lecture	15
Lab	21
Quality Technology	
Lecture	15
Lab	24
Radio and Television Production	
Lecture	15
Lab	20
Real Estate	15
Sociology	15
Speech	
Lecture	15
Lab	24
Supervision - Business and Industry	15
Theatre Arts	
Lecture	15
Lab	24
Welding	
Lecture	15
Lab	24

(continued)

ACTIVITY

Teaching loads will be adjusted for unit members assigned to certain activities. The following schedule shall be used in computing teaching loads for activities:

<u>Activity</u>	<u>Weekly Teaching Load Credit Hours</u>		<u>Percent of Full-Time Teaching Load</u>		
Art Gallery	4 hrs.	Fall and Spring	20		
Choral	4 hrs.	Fall and Spring	16.67		
Band	4 hrs.	Fall and Spring	16.67		
Play Production	4 hrs.	Fall and Spring	16.67		
Theatre	4 hrs.	Fall and Spring	16.67		
Forensics	4 hrs.	Fall and Spring	16.67		
Debate	4 hrs.	Fall and Spring	16.67		
Newspaper Production	4 hrs.	Fall and Spring	16.67		

<u>Athletic Coaching Position</u>	<u>Fall</u>	<u>Spring</u>		<u>Stipend Factor</u>	<u>Teaching Contract Length (months)</u>
M/W Archery		10	45.45	6.5	10
M/W Badminton		10	45.45	6.5	10
Women's Basketball		10	45.45	6.5	10
M/W Cross Country	10		45.45	6.5	10
Men's Golf		10	45.45	6.5	10
Men's Soccer	10		45.45	6.5	10
Women's Softball		10	45.45	6.5	10
M/W Swimming		10	45.45	6.5	10
Men's Tennis		10	45.45	6.5	10
Women's Tennis		10	45.45	6.5	10
Women's Volleyball	10		45.45	6.5	10
Men's Water Polo	10		45.45	6.5	10
Men's Football - Head	10	4	45.45/18.18	10.0	11
Men's Football - Asst.	10		45.45	6.5	10-1/2
Men's Basketball - Head	10	4	45.45/18.18	8.0	10-1/2
Men's Basketball - Asst.	10		45.45	4.5	10
Men's Baseball		10	45.45	7.5	10
M/W Track/Field - Head		10	45.45	7.5	10
M/W Track/Field - Asst.		10	45.45	4.5	10
Men's Wrestling	10		45.45	7.5	10-1/2
Men's Athletic Trainer	10	5	45.45/22.73	11.5	10-1/2
Women's Athletic Trainer	5	10	22.73/45.45	9.0	10
Men's Athletic Coordinator	8	8	36.36/36.36	13.0	10
Women's Athletic Coordinator	8	8	36.36/36.36	13.0	10
Intramurals Coordinator	4	4	18.18/18.18		

STIPEND* = FACTOR X BASE

Base for 1981-82 = \$220
Base for 1982-83 = \$250

* Stipend is for additional responsibilities beyond the normal assignment.

RIO HONDO COMMUNITY COLLEGE — STUDENT INSTRUCTIONAL SURVEY

NCS Trans-Optic MB70-16873-321

TICKET #			
0	0	0	0
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9

Rio Hondo Community College is eager to secure a frank and honest statement from the members of this class to aid teaching effectiveness. Please do not place your name on this questionnaire. The anonymous responses from the students in this class will be summarized and the results will be sent to your instructor. Consider carefully each of the items listed below and rate each one as fairly and as objectively as you feel you can. Try not to let your general feeling toward the instructor or the course affect your answer on each individual item. If after carefully considering any item, you feel unable to answer it, mark the last response. You are asked to give your opinion on each of the questions by filling in the appropriate bubble.

PLEASE USE A #2 PENCIL AND MAKE NO STRAY MARKS. THANK YOU.

1.	How many units have you completed at Rio Hondo Community College?			
	0 - 15	16 - 30	31 and above	Don't know
2.	What is your approximate cumulative grade-point average?			
	3.5 - 4.0	3.0 - 3.4	2.5 - 2.9	2.4 or below
3.	What grade do you expect to receive in this course?			
	A or B	C or Credit	D	F or No Credit
4.	Is the workload appropriate for the credit received in this class?			
	Yes, most of the time	No, the workload is excessive	No, the workload is too light	No Opinion
5.	Do the examinations or other required assignments reflect important aspects of the course?			
	Yes, most of the time	Yes, sometimes	No	No Opinion
6.	Is the class size satisfactory for this particular class?			
	Yes, most of the time	No, the class is too large	No, the class is too small	No Opinion
7.	Are the facilities and the equipment adequate and properly maintained?			
	Yes	No	No Opinion	
8.	The instructor is knowledgeable about the subject matter being taught.			
	Strongly agree	Agree	Disagree	Don't know
9.	The instructor uses class time well.			
	Strongly agree	Agree	Disagree	Don't know
10.	The instructor is well-prepared for class.			
	Strongly agree	Agree	Disagree	Don't know
11.	The instructor encourages students to think for themselves.			
	Strongly agree	Agree	Disagree	Don't know
12.	The instructor is available to assist students outside of class time.			
	Strongly agree	Agree	Disagree	Don't know
13.	The instructor makes helpful comments on required assignments such as papers, examinations, and/or projects.			
	Strongly agree	Agree	Disagree	Don't know
14.	The instructor allows for differences of opinion during class discussions.			
	Strongly agree	Agree	Disagree	Don't know
15.	The instructor encourages class discussion.			
	Strongly agree	Agree	Disagree	Don't know
16.	The instructor answers questions clearly and thoroughly.			
	Strongly agree	Agree	Disagree	Don't know
17.	The instructor acquaints the students at the beginning of the course with course requirements, evaluation procedures, field trip demands, and attendance requirements.			
	Yes	No	Don't know	
18.	In this class, I feel free to ask questions and express my opinion.			
	Strongly agree	Agree	Disagree	Don't know
19.	Instructor supplied question #1. (If applicable)			
	A	B	C	D
20.	Instructor supplied question #2. (If applicable)			
	A	B	C	D
21.	Instructor supplied question #3. (If applicable)			
	A	B	C	D

APPENDIX F

RIO HONDO COLLEGE

UNIT MEMBER EVALUATION REPORT

Date _____

Evaluation Period _____

UNIT MEMBER _____ ASSIGNED DEPARTMENT _____

EVALUATOR _____

Status: First Year Full-Time Contract _____
 Part-Time Instructional _____
 Second Year Full-Time Contract _____
 Part-Time Non-Instructional _____
 Full-Time Regular _____

- A. Each of the following roles and responsibilities shall be considered by the evaluator in this evaluation and the judged performance noted. Specific written comments are required when an item is marked unsatisfactory.

	SATISFACTORY	UNSATISFACTORY	NOT APPLICABLE
1. Teaches courses in accordance with the objectives and course content identified in the course outline.			
2. Meets classes/assignments in accordance with scheduled assignment sheet.			
3. Acquaints the students at the beginning of the course with course requirements, evaluation procedures, field trip demands, and attendance requirements.			
4. Submits the required reports to the proper office pursuant to established schedules.			
5. Maintains accurate grade and attendance records for students enrolled in classes.			
6. Is available for assisting students outside of assigned classroom hours and maintains posted office hours.			
7. Is available for assignment of scheduled classes/hours throughout the week.			

	SATISFACTORY	UNSATISFACTORY	NOT APPLICABLE
8. Regularly attends scheduled faculty meetings and scheduled department meetings.			
9. Gives prior notification to department chairperson, and/or designee, if unable to meet any class or scheduled assignment.			
10. Complies with procedures and policies contained within the faculty handbook.			
11. Effectively communicates subject matter to students.			
12. Instructs at the appropriate instructional level of the course.			
13. Respects all students regardless of ethnicity, handicap or sex and allows for differences of opinion.			
14. Is adequately prepared for assignments.			
15. Treats students in a fair and impartial manner.			
16. Provides for the safe use of facilities, equipment and materials.			
17. Works effectively with employees.			

COMMENTS: _____

- B. The following roles and responsibilities are deemed valuable but all unit members may not have the opportunity to perform each. It is desired that unit member will participate in selected areas of his/her choice, depending on assignment, interest and opportunity. The narrative evaluation included in this section should identify achievement in these roles. Included here will be reference to other contributions of the unit member to the teaching professions.

1. To develop, implement, and evaluate the instructional program as a continuous process, i.e., selection of textbooks, course and curriculum revisions, use of appropriate instructional techniques, budget preparation, and teaching assignments.

2. To provide counseling and guidance to students in a manner of selecting courses, academic achievement, and career planning within the instructor's discipline.
3. To participate in the selection of certificated and classified staff.
4. To participate in the planned evaluation of certificated and classified staff.
5. To serve as member of college and departmental committees.
6. To take advantage of opportunities provided by the College to attend conferences, apply for leaves and grants, advanced study or related work experience, and staff development programs.
7. To participate in the active recruitment of students.
8. To perform college-related community services to the community.
9. To articulate (to explain and promote acceptance of the college curriculum), including visitations with high schools, colleges and universities.
10. To provide job placements for students.
11. To participate in organization and implementation of advisory committees.
12. To participate in co-curricular activities on and off campus.
13. To participate in the accreditation process.
14. To participate as a speaker in the community and community program.
15. To assist in the planning of facilities.

Provide Narrative in Space as Needed

C. Overall Evaluation

I judge this unit member to be _____
Satisfactory or Unsatisfactory

Signature of Evaluator

Unit Member Evaluation Report
Page 4

D. Improvement Program (if any)

Outline program of improvement that would lead to satisfactory rating.
Be specific and key suggestions to improvement plan in Section III K.
Provide narrative as needed.

E. Unit Member Response (if any)

I wish to make the following comments:

F. I have reviewed the contents of the evaluation.

Signature of Unit Member

Date

One copy to Unit Member
One copy to Personnel File
One copy to Evaluator's File

APPENDIX G

ARTICLE 16, SECTION 9

ORGANIZATIONAL SECURITY

- 9.1 Any unit member who is a member of the RHCFA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Such authorization shall continue in effect from year to year unless revoked in writing. A unit member who revokes his/her authorization for the payroll deduction of dues, fees, and assessments, or the non-member service fee shall transmit such amount to the Association in compliance with Sections 9.2 and 9.3 below.
- 9.2 Any unit member who is not a member of the RHCFA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Paragraph 9.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Sections 87833 and 87834 and in the same manner as set forth in Section 9.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 9.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support RHCFA/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, nonlabor organization, charitable funds exempt from taxations under Section 501(c) (3) of Title 26 of the Internal Revenue Code:
- 9.3.1 Proof of payment and a written statement of objection along with a verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to

Section 9.3 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 9.1 and 9.2 of this Article. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented in accordance with the timelines contained in Section 9.2 above. The Association shall have the right of inspection in order to review said proof of payment.

- 9.3.2 Any unit member making payments as set forth in Sections 9.3 and 9.3.1 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 9.4 With respect to all sums deducted by the District pursuant to Sections 9.1 and 9.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.
- 9.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 9.6 The Association agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of the Association's obligation hereunder the District will notify the Association in writing of any matter within thirty (30) days of service thereof upon the District. The District and the Association shall both fully cooperate with each other on any matter commenced against the District. The Association may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter. In the event the Association makes a determination to settle or not to appeal, its liability under this section shall be limited to costs, fees, charges, awards, judgments and/or settlements to that date. If the District continues to participate in the matter, it shall be at its own expense for further monetary obligations.

These sections shall be contingent on a vote held by the Public Employee Relations Board and if approved, will replace the current language of Section 9 of Article 16.

RIO HONDO COMMUNITY COLLEGE DISTRICT
MEDICAL INSURANCE PLAN
FOR ALL ELIGIBLE EMPLOYEES

COMPANY: CROWN LIFE INSURANCE
ARRANGED BY: KEENAN & ASSOCIATES

POLICY NUMBER: 49018
EFFECTIVE DATE: OCTOBER 1, 1983

COMPREHENSIVE MAJOR MEDICAL PLAN

SCHEDULE OF BENEFITS

LIFETIME MAXIMUM	\$1,000,000 PER INSURED
DEDUCTIBLE PER INSURED	\$150 OF ELIGIBLE EXPENSES PER CALENDAR YEAR. THE DEDUCTIBLE IS PER INSURED WITH A MAXIMUM OF THREE PER FAMILY.
CO-INSURANCE/STOP LOSS	THIS PLAN PAYS 80% OF THE FIRST \$2,000 OF ELIGIBLE EXPENSES IN A CALENDAR YEAR. ELIGIBLE EXPENSES IN EXCESS OF \$2,000 PER INSURED WITHIN A CALENDAR YEAR ARE PAID AT 100%, EXCEPT FOR OUTPATIENT PSYCHIATRIC CARE. ELIGIBLE CHARGES ARE THOSE CHARGES MADE TO AN INSURED FOR NECESSARY MEDICAL CARE, SERVICES OR SUPPLIES ADMINISTERED BY OR ORDERED BY A LICENSED PHYSICIAN WHICH DO NOT EXCEED THE USUAL, CUSTOMARY, AND REASONABLE CHARGE
HOSPITAL DAILY ROOM AND BOARD	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES FOR SEMI-PRIVATE ROOM AND DAILY SERVICES.
INTENSIVE CARE AND CORONARY CARE UNITS	80% OF USUAL, CUSTOMARY AND REASONABLE CHARGES.
OTHER HOSPITAL SERVICES	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES.
ELIGIBLE EXTENDED CARE FACILITY	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES FOR SEMI-PRIVATE ROOM AND ELIGIBLE ANCILLARY SERVICES. CUSTODIAL CARE IS NOT A COVERED SERVICE.
SURGEON, ASSISTANT SURGEON, ANESTHETIST, X-RAY, RADIUM AND RADIOACTIVE ISOTOPE THERAPY	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES FOR IN-PATIENT SURGERY WHEN A ROOM AND BOARD CHARGE IS MADE. 100% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES FOR OUT-PATIENT SURGERY, WHEN THERE IS NO ROOM AND BOARD CHARGE MADE.
DOCTOR VISITS IN THE HOSPITAL OR ELIGIBLE EXTENDED CARE FACILITY	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES.
IN-HOSPITAL PSYCHIATRIC CARE	SAME AS ANY OTHER ILLNESS TO \$25,000 LIFETIME MAXIMUM.
DOCTOR HOME AND OFFICE VISITS; BLOOD AND BLOOD TRANSFUSIONS; OUTPATIENT PRESCRIPTION DRUGS; PRIVATE DUTY REGISTERED NURSE; OUTPATIENT DIAGNOSTIC X-RAY & LAB; ARTIFICIAL LIMBS AND EYES; RENTAL OR PURCHASE OF DURABLE MEDICAL EQUIPMENT	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES.
AMBULANCE	80% OF USUAL, CUSTOMARY AND REASONABLE CHARGES.
SUPPLEMENTARY ACCIDENT BENEFIT	80% OF USUAL, CUSTOMARY AND REASONABLE CHARGES. DEDUCTIBLE IS WAIVED.
FIRST YEAR WELL BABY CARE	NOT COVERED
OUTPATIENT PSYCHIATRIC CARE	50% TO \$15 MAXIMUM PAYMENT PER VISIT; MAXIMUM OF 50 VISITS DURING CALENDAR YEAR.

EXCLUSIONS AND LIMITATIONS

Eligible expenses shall not include any charges for services and supplies furnished: **INELIGIBLE HOSPITAL AND MEDICAL EXPENSES**--No amount will be payable for care, services or supplies rendered or supplied to an insured:

1. In connection with general health examination;
2. For eye refractions or the cost of fitting of eyeglasses or hearing aids;
3. For the cost of fitting of contraceptive devices;
4. For personal comfort items;
5. In connection with a bodily injury or sickness covered by any Workers' Compensation Law or similar legislation;
6. In connection with an injury which has been self-inflicted while sane or insane;
7. In connection with an injury or disease resulting from insurrection or war whether war be declared or not, or any act incident thereto, or participation in any riot;
8. For which benefits or services are provided for the insured under any government plan, group, franchise, or other insurance or prepayment plan (other than this Policy) arranged through any employer, union, trustee, or employee benefit association;
9. To which the insured is entitled without charge by law or for which there is no cost for any other reason;
10. For charges which are unreasonable. Unreasonable charges shall include:
 - (a) charges for any services, treatments or supplies in excess of such charges as would have been made in the absence of this insurance; and
 - (b) charges for services or supplies in excess of the Customary and Reasonable Charges. Customary charges are the prevailing charges in the area for services of the same nature and duration and performed by a person of similar training and experience, or for substantially equivalent supplies.
11. For cosmetic medical or surgical care, unless rendered as a result of reconstructive cosmetic surgery and the insured submits satisfactory proof that such care is necessary to restore tissue damaged by disease or accidental bodily injury;
12. As a result of an elective abortion;
13. For dental care or services, other than hospital charges or eligible expenses incurred as a result of accidental injury to natural teeth, except that charges for dental care rendered by a dentist for the repair of damage to sound natural teeth, including the replacement of sound natural teeth or the setting of a fractured or dislocated jaw, caused by a direct accidental blow to the mouth (and not by an object wittingly or unwittingly placed in the mouth) sustained while insured, will be considered as Eligible Charges, provided such charges are incurred while the insurance is in force and within 90 days of the date such injury is sustained.

GENERAL INFORMATION

ELIGIBLE EMPLOYEES

All active full-time or regular part-time eligible employees of the District working half-time or more per week.

ELIGIBLE DEPENDENTS

Dependents include spouse and unmarried children from birth to age 19; unmarried children from age 19 to age 25, provided such children are dependent upon the employee for at least fifty percent of their financial support and for whom the employee is entitled to an exemption for income tax purposes. Dependent children who are currently insured and who are mentally retarded or physically handicapped, and incapable of self-support, may continue coverage beyond age 25 provided satisfactory proof of disability is submitted to Crown Life Insurance Company. Children include stepchildren, adopted and foster children of the employee. Coverage for eligible dependents will become effective on the date coverage for the employee upon whom they are dependent becomes effective, unless that dependent is hospital confined. In that event, coverage will not become effective until such dependent ceases to be hospital confined. An employee is required to enroll dependents within 31 days of the employee's Effective Date of insurance or within 31 days of the date on which dependents are acquired.

PRESENT EMPLOYEES

You are eligible for this insurance on the Plan Effective Date provided you are actively at work on a full-time or regular part-time basis; or if not actively at work, able to perform all the duties of your occupation on that date. Otherwise, coverage will become effective on the date you return to work and resume all normal duties.

NEW EMPLOYEES

Employees hired after the Plan Effective Date will become eligible for this insurance on the first of the month coinciding with or next following date of hire provided they are actively at work on a full-time or regular part-time basis; or if not actively at work, able to perform all the duties of their occupation on that date. Otherwise, coverage will become effective on the date they return to work and resume all normal duties.

COORDINATION OF BENEFITS

If an insured individual is entitled to benefits under any other plan which will pay part or all of the expenses incurred, the amount of benefits payable under this Plan will be reduced so that the aggregate amount paid will not exceed 100% of eligible charges.

TERMINATION OF INSURANCE

Your insurance will terminate on the last day of the month during which: you terminate employment; you are no longer a member of an eligible class; premium payments cease; or on the day the Master Policy terminates, whichever occurs first. Dependent benefits shall automatically cease when such person is no longer an eligible dependent, or when the employee's insurance terminates, whichever occurs first.

HOW TO FILE A CLAIM FOR MEDICAL BENEFITS

Obtain a claim form from your District Office. Complete the patient portion. Have your doctor complete the physician portion and attach an itemized billing. Submit the completed claim form and billing to: CROWN LIFE INSURANCE COMPANY, Regional Center, P. O. Box 13647, Sacramento, CA. 95853-4647; 1-800-336-1400.

This literature does not create or confer any rights. It is only a brief outline of the Plan and is not to be accepted or construed as a substitute for the provisions of the Master Policy.

(9/83-400)

SIDE LETTER OF AGREEMENT

In addition to the provisions of the 1983-86 collective bargaining agreement between the Rio Hondo College Faculty Association and the Rio Hondo Community College District, the Association and the District further agree that for the 1983-84 school year only, the sabbatical leave application date of October 1, 1983 shall be extended to June 1, 1984, for the purpose of utilizing current contractual provisions to review and select two (2) additional applications for approval. It is understood and agreed that applications for said two (2) additional leaves shall now comply with all other provisions and timelines of Section 15 of Article IX.

Ray E. Williams
Ray Williams, President
Rio Hondo College Faculty Association

6/15/84
Date

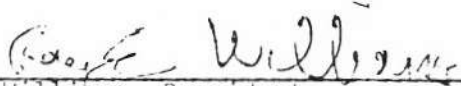
Herbert Sussman
Herbert Sussman
Superintendent/President
Rio Hondo Community College District

6/19/84
Date

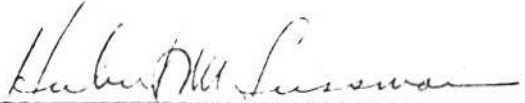
SIDE LETTER OF AGREEMENT

In addition to the provisions of the 1983-86 collective bargaining agreement between the Rio Hondo College Faculty Association and the Rio Hondo Community College District, the Association and the District further agree that the Early Retirement Incentive Plan that was available to unit members retiring at the end of the 1982-83 school year shall be extended to unit members retiring during the 1983-84 school year with an effective date prior to July 1, 1984. In order to qualify for this one-year extension, a unit member must submit a retirement resignation to the District prior to June 15, 1984.

It is further understood that if ten (10) or more unit members retire during 1983-84 under these provisions, the severance allowance of the 1982-83 plan shall be increased from \$2,500.00 to \$3,000.00 for said 10+ unit members.



Ray Williams, President
Rio Hondo College Faculty Association



Herbert Sussman
Superintendent/President
Rio Hondo Community College District

6/15/84

Date

6/15/84

Date

AGREEMENT RATIFICATION SIGNATURES

ON BEHALF OF THE
RIO HONDO COLLEGE FACULTY ASSOC./CTA-NEA

Roy E. Williams
Don East
John P. Crangren

ON BEHALF OF THE
RIO HONDO COMMUNITY COLLEGE DISTRICT

James G. McKinney
Walter M. White
Insan J. Joman
Garaf M. O'Kelley
Benjamin J. Garcia

Date of Ratification June 13, 1984