

ARTICLE 11: REASSIGNMENT & TRANSFER PROCEDURE

1. Reassignment

This section 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

new 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. In no event shall the reassignment be outside the unit member's faculty service area(s), certification, or area(s) of minimum qualification.

Reasons for Reassignment

The District may reassign a unit member as the result of establishment and modification of the organizational structure of the College, to meet decreasing or low enrollment, and/or particular subject area, 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.

Criteria for Reassignment

In effecting a District-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 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 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 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.

2. Transfer

Definition

A transfer is defined as a change in the assignment of a full-time unit member resulting in an assignment of subject areas which are within the unit member's major or minor field, or in which the unit member has previous teaching experience. In no event shall the transfer be outside the unit member's faculty service area(s), certification, or minimum qualifications.

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Unit Member Initiated Transfer

Any full-time unit member may request a transfer by submitting such request to the Human Resources Office in writing and, if requested by the unit member, the request for transfer shall remain confidential to the Human Resources 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 Services, and the Association. A notice of the decision on the request will be made by Human Resources within sixty (60) days. Request for transfer shall remain effective for one (1) calendar year and shall be considered by the District prior to the official announcement of vacancy.

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Criteria for Transfer

In considering a unit member initiated transfer, 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 transfer

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

If the transfer 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 Transfer

The District may transfer a unit member within his/her certification, faculty service area(s), or minimum qualification area(s) as a result of establishment and modification of the organizational structure of the College, to meet increasing enrollment and/or particular subject area, 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.

District 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 transfer. 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 transfer to said area(s) or the District may initiate a transfer to said area(s).

Evaluation Resulting from Transfer

In the case of a unit member transfer, the District may evaluate the unit member during the first year of the effective transfer in accordance with this Agreement.

ARTICLE 12: 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 13: 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 14: SAFETY CONDITIONS OF EMPLOYMENT

1. Except in unusual circumstances, the District shall not knowingly require a unit member to work in unsafe conditions. The District shall make a good faith effort to schedule classes in an appropriate location.
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 work day of knowledge of the incident giving rise to the injury or within one work day 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 Services during the day or Evening College 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 15: RIGHTS OF THE ASSOCIATION

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, 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 all unit members shall be provided to the Association unless the unit member requests that such information not be released.
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.

- 9.1 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 taxation 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.
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.
12. Upon timely written notification from the Association, the District shall provide paid released time for the Association President. Said released time shall be provided in not less than semester increments but may be provided for less than 100%. The Association shall pay full reimbursement to the District, in a timely manner, for said released time.
13. The Association shall be allowed to rent office space from the District at terms and conditions that are mutually acceptable to the parties.

ARTICLE 16: GRIEVANCE PROCEDURES

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

Definitions

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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 of the unit member's contractual service to the District.
 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 15, Rights of Association; Article 17, Negotiation Procedures; or Article 18, 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 II 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 I

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 II. Only the grievant and the supervisor may be present at Step I, except that, by mutual agreement, the parties may each have a representative.

Step II

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 III

In the event the grievant is not satisfied with the decision at Step II, 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 IV

1. Arbitration

A grievance which is not settled at Step III, which the Association desires to contest further, will be submitted to advisory arbitration as provided herein, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within ten (10) work days after the termination of Step III. It is expressly understood that the only matters which are subject to advisory arbitration are grievances as defined above which were processed and handled within the limitations and procedures of this article. Processing and discussing the merits of an alleged grievance by the District prior to Step III will not constitute a waiver by the District of a defense that the dispute is not grievable. However, District failure to raise the issue of whether a dispute is grievable at Step I will constitute a waiver of that issue at subsequent levels of this procedure.

2. Selection of Arbitrator

- a. As soon as possible, in any event not later than five (5) work days after the District receives the written notice of the Association's desire to arbitrate, the parties will agree upon an arbitrator. If no agreement is reached within five (5) days, an arbitrator will be selected from a list of arbitrators provided by the California State Conciliation and Mediation Services, by alternately striking names until one remains.
- b. The party which strikes the first name will be determined by lot. If the arbitrator selected indicates that he will not be available for a hearing within a reasonable time not exceeding forty-five (45) calendar days, the parties will proceed to select another arbitrator from the list.

3. Motions to Dismiss

If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits provided for herein, or that the dispute has become moot, or that a party has breached the confidentiality provisions, such a claim will, at the option of the District, be heard in a one (1) day session and promptly ruled upon by the arbitrator prior to any formal proceedings and a hearing on

the merits of the grievance by a separate arbitrator. A suitable stay/continuance between such an arbitrability ruling and any further proceedings which may be necessary will be granted to the parties. The District may also, at its option, and without prejudice, have such a claim heard along with the merits of the case by the same arbitrator.

4. Limitations Upon Arbitrator

The arbitrator will have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but will determine only whether or not there has been a violation, misapplication, or misinterpretation of this Agreement in the respect alleged in the grievance. In determining whether the District has violated an express term of this Agreement, the standard of review for the arbitrator is to be whether the District acted in an arbitrary, capricious, or discriminatory manner. The decision of the arbitrator will be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs.

- a. This Agreement constitutes a contract between the parties which will be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator will, therefore, not have authority, nor will it be within the arbitrator's function, to decide any issue not submitted or to so interpret or apply the Agreement as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be considered relevant evidence. The arbitrator will not render any decision or award, or fail to render any decision or award, merely because it is the arbitrator's opinion that such decision or award is fair or equitable.
- b. No decision rendered by the arbitrator will be retroactive beyond the beginning of the fiscal year prior to the ten-day period specified in Step I of the grievance procedure. The arbitrator will have no power to render an award on any grievance occurring before or after the term of this Agreement.
- c. The arbitrator may hear and determine only one grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

Step V

1. Arbitrator's Decision and Board Review

The decision of the arbitrator within the limits herein prescribed will be in the form of a recommendation to the Board of Trustees. If neither party files a request to the Board to undertake review of the advisory decision within ten (10) work days of its issuance, or if the Board declines such a request, then the decision will be deemed adopted by the Board and becomes final and binding on all parties. If a timely request for review is filed with the Board and accepted, the Board will then undertake review of the entire hearing record and briefs. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. Within thirty (30) work days after receiving the record, the Board will render a decision on the matter, which decision will be final and binding on all parties. If the Board does not render such a decision within the time specified, then it will be deemed to have adopted the decision recommended by the arbitrator.

In a case where the arbitrator's award sustains the grievant, but the Board subsequently fails to accept such recommendation and instead modifies or reverses the arbitrator's decision, and the grievant later files a judicial action against the District for breach of the Agreement, the District will not assert as a defense that the grievant's utilization of the grievance and arbitration procedure was the only proper remedy for resolution of the grievance. In all other cases, the grievance and arbitration procedure is to be the Association's and an employee's sole and final remedy for any claimed breach of this Agreement.

2. Expenses

All fees and expenses of the arbitrator will be shared equally by the parties and each party will bear the expenses of the presentation of its own case.

3. Time Limits

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur beyond Step I as a result of the summer recess.

4. Association Representation

The grievant will be entitled upon written notice to the Association and a copy to the District to waive representation by the Association at all grievance meetings. In said situations the District will not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed

resolution and has been given the opportunity to state its view on the matter.

5. Reasonable Released Time

Grievance meetings normally will be scheduled by the District in order not to conflict with instructional duties. However, if a meeting is expected to be of such duration that it would extend beyond the District's normal business hours, the District will provide released time with no loss of pay to one authorized representative of the Association so that the session can be accommodated within regular business hours.

6. Confidentiality

In order to encourage a professional and harmonious disposition of employees' complaints, it is agreed that from the time a grievance is filed until it is processed through advisory arbitration, neither the grievant nor the Association nor the District will make public either the grievance or evidence regarding the grievance.

7. No Reprisal

There will be no reprisal against an employee for filing a grievance or assisting a grievant in the grievance procedure.

8. Grievance Files

The District's records dealing with the filing and processing of a grievance will be maintained separately from the grievant's personnel file.

9. Work Day

"Work Day" as used in this article will mean a day on which teachers are required to render service pursuant to Article 5.

ARTICLE 17: NEGOTIATION PROCEDURES

1. The Association agrees to submit its initial proposal for a successor agreement to the District no sooner than January 1, 1995.
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 successor agreement.

ARTICLE 18: SAVINGS PROVISION

1. The provisions of this Agreement are declared to be severable 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 19: 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 20: 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 16.
- 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 4 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 11 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 bargaining 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 21: FACULTY SERVICE AREAS

In order to implement Section 87743 of the California Education Code, it is the intent of the Association and the District to preserve past practice as if credentials were in full effect with respect to "bumping" rights when a reduction-in-force or layoff is being effected. This is to be accomplished by broadly defining faculty service areas and not establishing restrictive competency criteria. Because the concept of faculty service areas is new and unfamiliar to the community college, provision(s) within this section of the contract can be added, deleted, or modified at any time for the duration of this contract with mutual consent of the Association and the District.

In accordance with Section 87743.2 of the Education Code, the faculty service areas are attached as Appendix I.

A faculty member shall be competent to serve in a faculty service area if:

- a) He or she meets the minimum qualifications pursuant to Section 87356 of the Education Code to teach the subject and/or a discipline within a service area; or
- b) He or she holds a valid California teaching credential authorizing service in a subject and/or a discipline within the service area and employed by the District in a certificated capacity prior to July 1, 1990.

new Within ninety (90) days of ratification of this Agreement, a unit member shall be given written notice of the District's faculty service areas in which he/she may teach; thereafter, a unit member shall be given written notice of any change in the District records regarding his/her authorized faculty service areas.

ARTICLE 22: RETIREMENT ISSUES

A. EARLY RETIREMENT INCENTIVE PROGRAM, 1992-93

This program is designed to encourage a unit member to retire prior to his/her planned retirement date and also prior to August 30, 1993. A unit member wishing to take advantage of either of the options of this one-time opportunity shall meet all of the following conditions. The unit member shall:

ELIGIBILITY

1. Be at least 55 years of age on the date of retirement and have rendered at least ten (10) full-time years of certificated service to the District and be retiring pursuant to an STRS or PERS option.
2. Submit a letter of retirement resignation to the Director of Human Resources prior to 4:30 p.m. on January 20, 1993, specifying which of the two incentive options is being selected. The effective date of the retirement shall be not later than 5 p.m. on August 30, 1993.

CANCELLATION CLAUSE

3. By no later than 5 p.m. on February 16, 1993, the District shall analyze the cost effectiveness of the Early Retirement Incentive requests that are properly submitted by qualifying unit members. Following said analysis, the District shall determine and announce whether or not the Early Retirement Incentive Program described herein shall be implemented, or rescinded prior to implementation.
 - a. If the average cost of cash and Golden Handshake options exceeds \$23,000 per retiree, the District may, at its discretion, decide to rescind only the Golden Handshake option prior to February 16, 1993, and prior to its implementation. If the District decides to abort the Golden Handshake provision, as described herein, unit members who had submitted a letter of retirement resignation specifying the Golden Handshake shall be given a forty-eight (48) hour period in which to resubmit a letter of retirement resignation specifying the cash option provided for herein.
4. If the District determines that the Program shall be aborted, a unit member shall be entitled to withdraw his/her letter of retirement resignation. Employees wishing to withdraw said letters shall not be subject to District pressure to the contrary.
 - a. If the District decided to rescind both the cash option and Golden Handshake options, as provided for herein, the provisions of Section 22A of the 1989-92 Agreement shall automatically be reinstated into this successor Agreement.

*old max
7500 gone!*

INCENTIVE OPTIONS

A retiring employee may choose either the cash incentive or the Golden Handshake option described below:

CASH OPTION

5. If the District determines that the Program shall be implemented, all qualifying retirees shall receive a \$20,000/FTE cash incentive as described herein; qualifying unit members working less than full time shall receive a proration of the cash incentive in the same ratio as their part-time employment relates for full-time service.
6. Said cash incentive shall be paid in one of the following methods, as determined by the retiree:
 - 50% paid in September, 1993, and 50% paid in January, 1994, or
 - 100% paid in September, 1993, or
 - 100% paid in January, 1994.

GOLDEN HANDSHAKE OPTION

7. If the District determines that the Program shall be implemented, a qualifying retiree shall receive two (2) additional years of STRS service credit, pursuant to the provisions of Education Code Sections 22726 and 87488.

DURATION

8. The options and Program described herein shall not be available beyond the dates specified herein.

B. HEALTH INSURANCE FOR RETIREES

1. RETIRED EMPLOYEES: All full-time employees who retire, and their dependents, are eligible to continue enrollment in the PEMHCA program of the District according to PERS regulations and the following general provisions:
 - a. The employee and dependent are enrolled in a plan at the time the unit member terminated employment with the District on an STRS basis.
 - b. The employee has retired from the 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 employee is 55 years of age and older and has rendered a minimum of five (5) consecutive years of service to the District.

- d. These benefits are available only in the event that such coverage is not being offered by a subsequent employer.
- e. For unit members retiring prior to the establishment of the PEMHCA program, the District will provide fully paid hospital-medical insurance premiums for the unit member and his/her dependents until the employee reaches age 65. 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. If required by the plan, Medicare must be assigned to the carrier. 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. Retirees selecting this provision shall be granted a stipend of \$1,000 per year if enrolled in single party coverage prior to retirement, or a stipend of \$1,500 per year for a retiree enrolled in dependent coverage prior to retirement.
- f. The benefits for retirees who have been part-time employees (at 50% FTE but less than 100%) at the time of retirement shall be prorated in the same ratio as their part-time employment was at the time of retirement to full-time service.
- g. For those who retire after the establishment of the PEMHCA program, retirees and their dependent(s) who are under age 65 will remain on the District plan at the same rate of District contribution as for active employees for that plan. (Dependent as used herein is that which is defined in the carrier's policy.) Retirees, upon attaining age 65, may be enrolled in a supplement to Medicare Plan with their current carrier and shall assume responsibility for submitting a copy of their Notice of Medicare Entitlement letter or a photo copy of their Federal Medicare card to PERS.
- h. If the parties subsequently agree to another health insurance carrier, all service and eligibility requirements for unit members that existed prior to the establishment of the PEMHCA program shall be reinstated.

C. 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 his/her 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 is available in the Office of Personnel Services 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. When disposition of the request is determined, a second copy of the completed form will be forwarded to the President of the Association.

D. EARLY RETIREMENT INCENTIVE PROGRAM, 1993-94 AND 1994-95

Amend
The District and the Association agree that there is not any agreement to provide unit members with an Early Retirement Incentive Program (ERIP) after the 1992-93 year, as described in Section A of this Article. However, they have agreed to consult in October and November of both 1993 and 1994 regarding whether or not a retirement incentive program shall be offered to eligible unit members at the end of those respective school years. If those consultations do not result in a consensus agreement between the District and the Association by December 15 of either of those respective school years, there shall be no further ERIP consultation or bargaining obligation for said school year.

ARTICLE 23: TERM

1. This Agreement shall remain in full force and effect from July 1, 1992 up to and including June 30, 1995.

APPENDIX A

**RIO HONDO COMMUNITY COLLEGE DISTRICT
SALARY SCHEDULE 1991-92/1992-93
EFFECTIVE JULY 1, 1991**

	(I)	(II)	(III)	(IV)
	B. A. +30	M. A.	B. A. +60 INC. M. A.	B. A. +80 INC. M. A.
1	\$30,118	\$31,901	\$33,679	\$35,465
2	\$31,734	\$33,518	\$35,297	\$37,085
3	\$33,357	\$35,139	\$36,916	\$38,700
4	\$34,977	\$36,761	\$38,536	\$40,322
5	\$36,597	\$38,376	\$40,157	\$41,941
6	\$38,211	\$39,998	\$41,775	\$43,562
7	\$39,834	\$41,618	\$43,397	\$45,182
8	\$41,454	\$43,238	\$45,017	\$46,803
9	\$43,073	\$44,857	\$46,637	\$48,418
10	\$44,694	\$46,479	\$48,254	\$50,040
11	\$46,316	\$48,094	\$49,874	\$51,660
12		\$49,715	\$51,496	\$53,281
13			\$53,114	\$54,898
14				\$56,520

For less than B. A. +30 units in an academic area, use Column I less \$1,032.

Unit members with an earned Doctorate shall be placed on Column IV and shall receive an additional \$1,780.

On Column II, an increment of \$1,623 shall be granted after completion of 15 years of service credited by the District.

On Column III, an increment of \$1,623 shall be granted after completion of 16 years of service credited by the District.

On Column IV, an increment of \$1,623 shall be granted after completion of 17 years of service credited by the District.

ACADEMIC CALENDAR - 1992-93

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

Fall Semester Commences	August 24, 1992
Fall Semester Ends	December 21, 1992
Flex Days (10 days)*	August 21, 1992, January 19-22, 1993
Spring Semester Commences	January 25, 1993
Spring Semester Ends	May 28, 1993
Summer Intersession Commences	June 21, 1993
Summer Intersession Ends	July 30, 1993

Holidays

Labor Day (9/7/92)	Martin Luther King's Day (1/18/93)
Veteran's Day (11/13/92)	Lincoln's Day (2/12/93)
Thanksgiving (11/26/92)	Washington's Day (2/15/93)
Christmas Day (12/25/92)	Memorial Day (5/31/93)
New Year's Day (1/1/93)	Independence Day (7/5/93)

Recesses

Thanksgiving Recess (11/26-27/92)
Spring Recess (4/5-9/93)

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 the 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.

* A maximum of ten (10) flex days per year (60 hours), in lieu of instruction, of which up to five (5) days (30) hours may be spent on off-campus activities that are recommended by the Flex Committee.

Contingent upon written confirmation of legality from the Chancellor's Office, faculty shall spend a total of 24 hours in flex approved activities during the four (4) days scheduled immediately following the Martin Luther King, Jr. Holiday.

ACADEMIC CALENDAR - 1993-94

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

Fall Semester Commences	August 24, 1993
Fall Semester Ends	December 21, 1993
Flex Days (10 days)*	August 23, 1993, January 18-21, 1994
Spring Semester Commences	January 24, 1994
Spring Semester Ends	May 27, 1994
Summer Intersession Commences	June 27, 1994
Summer Intersession Ends	August 5, 1994

Holidays

Labor Day (9/6/93)	Martin Luther King's Day (1/17/94)
Veteran's Day (11/12/93)	Lincoln's Day (2/11/94)
Thanksgiving (11/25/93)	Washington's Day (2/21/94)
Christmas Day (12/24/93)	Memorial Day (5/30/94)
New Year's Day (12/31/93)	Independence Day (7/4/94)

Recesses

Thanksgiving Recess (11/25-26/93)
Spring Recess (3/28-4/1/94)

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 the 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.

* A maximum of ten (10) flex days per year (60 hours), in lieu of instruction, of which up to five (5) days (30 hours) may be spent on off-campus activities that are recommended by the Flex Committee.

ACADEMIC CALENDAR - 1994-95

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

Fall Semester Commences	August 23, 1994
Fall Semester Ends	December 20, 1994
Flex Days (10 days)*	August 22, 1994, January 17-20, 1995
Spring Semester Commences	January 23, 1995
Spring Semester Ends	May 26, 1995

Holidays

Labor Day (9/5/94)	Martin Luther King's Day (1/16/95)
Veteran's Day (11/11/94)**	Lincoln's Day (2/10/95)**
Thanksgiving (11/24/94)	Washington's Day (2/20/95)
Christmas Day (12/23/94)**	Memorial Day (5/29/95)
New Year's Day (12/30/94)**	Independence Day (7/4/95)

Recesses

Thanksgiving Recess (11/24-25/94)
Spring Recess (4/10-14/95)

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 the 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.

* A maximum of ten (10) flex days per year (60 hours), in lieu of instruction, of which up to five (5) days (30 hours) may be spent on off-campus activities that are recommended by the Flex Committee.

** This could change as determined by the Chancellor's Office.

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	21
Architectural Drafting	
Lecture	15
Lab	21
Art	
Lecture	15
Lab	20
Astronomy	
Lecture	15
Lab	21
Automotive	
Lecture	15
Lab	21
Biology	
Lecture	15
Lab	21
Business	
Lecture (except Typing)	15
Lecture (Typing)	17
Lab	21
Skills Center	20
Business Data Processing	
Lecture	15
Lab	21
Chemistry	
Lecture	15
Lab	21

<u>Subject</u>	<u>Classroom Hours Per Week</u> <u>Equating to a Full (100%) Load</u>
----------------	--

Dental Assisting	
Lecture	15
Lab	21
Early Childhood Education	
Lecture	15
Lab	21
Earth Sciences	
Lecture	15
Lab	21
Economics	15
Education	
Lecture	15
Lab	21
Electro-Mechanical Drafting	
Lecture	15
Lab	21
Electronics	
Lecture	15
Lab	21
Engineering	
Lecture	15
Lab (8, 11, 30)	21
Drawing	21
English	
Lecture	15
Skills Center	20
Exceptional Students	
Lecture	15
Lab	21
Supervision	30
Fashion Design	
Lecture	15
Lab	21
Fire Science	
Lecture	15
Lab	21

<u>Subject</u>	<u>Classroom Hours per Week</u> <u>Equating to a Full (100%) Load</u>
----------------	--

History and Political Science	15
Humanities	15
Industrial Technology	
Lecture	15
Lab	21
Drawing	21
Math	15
Blueprint Reading	21
Journalism	
Lecture	15
Lab	20
Language	
Lecture	16
Language Skills Center	21
Library Science	
Lecture	15
Lab	21
Machine Technology	
Lecture	15
Lab	21
Mathematics	
Lecture	15
Skills Center	20
Music	
Lecture	15
Activity	20
Nursing	
Lecture	15
Lab (On Campus)	21
Clinic (Hospital)	21
Supervision	40
Philosophy	15
Physical Education	
Lecture	15
Lab	21

<u>Subject</u>	<u>Classroom Hours per Week</u> <u>Equating to a Full (100%) Load</u>
----------------	--

Physics	
Lecture	15
Lab	21
Police Science	
Lecture	15
Lab	21
Psychology	
Lecture	15
Lab	21
Quality Technology	
Lecture	15
Lab	21
Radio and Television Production	
Lecture	15
Lab	20
Real Estate	15
Sociology	15
Speech	
Lecture	15
Lab	21
Supervision - Business and Industry	15
Theatre Arts	
Lecture	15
Lab	20
Welding	
Lecture	15
Lab	21

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 & Spring	20
Choral	4 hrs. Fall & Spring	19.05
Band	4 hrs. Fall & Spring	19.05
Play Production	4 hrs. Fall & Spring	19.05
Theatre	4 hrs. Fall & Spring	19.05
Forensics	4 hrs. Fall & Spring	19.05
Debate	4 hrs. Fall & Spring	19.05
Newspaper Production	4 hrs. Fall & Spring	19.05

<u>Athletic Coaching Position</u>	<u>Release time Fall</u>	<u>Release time Spring</u>	<u>Percent Full-Time Teaching Load</u>	<u>Stipend* Factor</u>	<u>Teaching Contract Length (months)</u>
M/W Archery		10	47.62	6.5	10
M/W Badminton		10	47.62	6.5	10
Women's Basketball		10	47.62	6.5	10
M/W Cross Country	10		47.62	6.5	10
Men's Golf		10	47.62	6.5	10
Men's Soccer	10		47.62	6.5	10
Women's Softball		10	47.62	6.5	10
M/W Swimming		10	47.62	6.5	10
Men's Tennis		10	47.62	6.5	10
Women's Tennis		10	47.62	6.5	10
Women's Volleyball	10		47.62	6.5	10
Men's Water Polo	10		47.62	6.5	10
Men's Football-Head	10	4	47.62/19.05	10.0	11
Men's Football-Asst.	10		47.62	6.5	10-1/2
Men's Basketball-Head	10	4	47.62/19.05	8.0	10-1/2
Men's Basketball-Asst.	10		47.62	4.5	10
Men's Baseball		10	47.62	7.5	10
M/W Track/Field-Head		10	47.62	7.5	10
M/W Track/Field-Asst.		10	47.62	4.5	10
Men's Wrestling	10		47.62	7.5	10-1/2
Men's Ath. Coordinator	8	8	38.10/38.10	13.0	10
Women's Ath. Coordinator	8	8	38.10/38.10	13.0	10
Intramurals Coordinator	4	4	19.05/19.05		

STIPEND* = FACTOR X BASE (\$250) = *amount of stipend*

*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

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.

○ non-instructional

		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.			

UNIT MEMBER EVALUATION REPORT
PAGE 2

		SATISFACTORY	UNSATISFACTORY	NOT APPLICABLE
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.			
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.

UNIT MEMBER EVALUATION REPORT
PAGE 3

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 a 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

UNIT MEMBER EVALUATION REPORT
PAGE 4

C. Overall Evaluation

I judge this unit member to be _____
Satisfactory or Unsatisfactory

Signature of Evaluator

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)

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

CALIFORNIA COMMUNITY COLLEGES CREDENTIALS

REQUIREMENTS:	INSTRUCTOR (Full-Time Life)	INSTRUCTOR PARTIAL (Full-Time Partial Fulfillment of Requirements (2 year credential))	LIMITED SERVICE (Part-Time Life)	SPECIAL LIMITED SERVICE (Part-Time Partial Fulfillment of Requirements (2 year credential))
Minimum Academic Qualifications: AND Minimum Occupational Experience: AND Minimum Teacher Training: AND	High School Graduation or GED Six years appropriate occupational experience Twelve semester units as outlined on CL-1, section II,3 Twelve semester units in any field	High School Graduation or GED Six years appropriate occupational experience	High School Graduation or GED Six years appropriate occupational experience 60 Clock hours or four semester units in materials, methods & evaluation of instruction	High School Graduation or GED Six years appropriate occupational experience
Academic Qualifications: AND Occupational Experience: AND Teacher Training: AND	An A.A. degree or 60 semester units Four years appropriate occupational experience Twelve semester units as outlined on CL-1, section II,3 Six semester units in any field	An A.A. degree or 60 semester units Four years appropriate occupational experience	An A.A. degree or 60 semester units Four years appropriate occupational experience 60 Clock hours or four semester units in materials, methods & evaluation of instruction	An A.A. degree or 60 semester units Four years appropriate occupational experience
Academic Qualifications: AND Occupational Experience: AND Teacher Training:	B.A. degree Two years appropriate occupational experience Six semester units as outlined on CL-1, section II,3 (Minor subject matter area to be determined by the district)	B.A. degree Two years appropriate occupational experience (Minor subject matter area to be determined by the district)	Four years of higher ed. District will determine and certify the subject matter area	
Academic Qualifications: AND Occupational Experience:	M.A. degree other than professional education Special M.A. degree in education with 24 semester units of upper division or graduate level coursework in a subject matter area other than professional education Degree which the Chancellor finds to be equivalent to a M.A. 24 semester units including 12 upper division and 12 graduate level AND/OR Two years appropriate occupational experience (Minor subject matter area to be determined by the district)	B.A. degree and active enrollment in an M.A. program or program leading to a special M.A. The subject matter area will be that in which the M.A. will be earned AND/OR Each subject matter area in which applicant has already completed 24 semester units including 12 upper division and 12 graduate level AND/OR Each subject matter area in which applicant has completed two years of appropriate occupational experience (Minor subject matter area to be determined by the district)	B.A. degree Two years appropriate occupational experience	
6/22/77:ew			Qualifies for the Instructor credential.	

APPENDIX I

GUIDE TO FACULTY SERVICE AREAS

<u>SERVICE AREA</u>	<u>EXAMPLES OF TEACHING ASSIGNMENTS, BUT NOT LIMITED TO:</u>
Accounting	Accounting, Income Tax, Auditing, Comptrollership, Tax Accounting
Anthropology	Cultural Anthropology, Physical Anthropology, Folklore, Archaeology
Architectural, Engineering, and Related Technology	Drafting
Art and Design, including Photography	Commercial Art, Signmaking, Lettering, Packaging, Rendering, Photography, Illustrations, Cartooning
Astronomy and Astral Physics	Astronomy, Astral Physics, Astro Physics
Basic Education	Remedial Programs, G.E.D, Remedial Reading, English as a Second Language, High School Make-Up
Biological Sciences	Biology, Microbiology, Physiology, Genetics, Bacteriology, Anatomy
Building, Construction and Related Technologies	Inspection and Supervision of Building Construction, Building Codes, Contractor Training Programs
A Building Trade (Specify)	Carpentry, Brick Laying, Tile Setting, Floor Covering, Roofing, Plumbing, Masonry, Operating Engineering, Electrical, etc.
Business and Industrial Management	Business Management, Personnel Management, Industrial Relations, Labor Relations, Quality Control Management, Business Organization, Business Administration
Chemistry	Chemistry, Biochemistry
Communication Services and Related Technologies, including Printing	Radio-T.V., Broadcasting, Journalism, Printing (Graphic Art), Films, Public Relations, Instructional Technology

SERVICE AREA**EXAMPLES OF TEACHING ASSIGNMENTS, BUT NOT LIMITED TO:**

Computer Science	Computer Design
Computer and Related Technologies	Programming, Systems Analysis, Data Entry, Key punch
Consumer & Family Education	Broad Area of Home Economics, Homemaking
Decorative Arts and Related Technologies	Interior Design, Interior Decoration, Wallpapering, Furniture Building and Refinishing
Early Childhood Education	Early Child Development Classes
Earth Sciences, including Geography, Geology, and Geophysics	Geography, Geology, Geophysics, Meteorology, Paleontology, Oceanography
Economics	Money and Banking, Economic Analysis, Principles of Economics
Engineering	Professional Engineering (Design), Electrical Engineering, Electronic Engineering, Chemical Engineering, Mechanical Engineering, Civil Engineering, Aeronautical Engineering, Industrial Engineering, etc.
Ethnic Studies	Afro-American Studies, Mexican-American Studies, Asian Studies, Latin-American Studies, etc.
Fine and Applied Arts and Related Technologies	Painting, Sculpture, Art History, Drawing, Crafts, Ceramics, Jewelry
Fire Science	Fire Science Training Programs
A Foreign Language, Ancient or Modern (Specify)	Spanish, German, French, Italian, Latin, Greek, et., (includes the Language, Literature, and Grammar)
Government (Theory and Practice Local and International)	Political Science, American Government, Comparative Government, International Relations
Hazardous Materials	Hazardous Materials

SERVICE AREA**EXAMPLES OF TEACHING ASSIGNMENTS, BUT NOT LIMITED TO:**

Health and Physical Care Services and Related Technologies	Inhalation Therapy, Vocational Nursing, X-Ray Technology, Health Education, First Aid, Pharmacy, Dental Assisting, Dental Hygiene, Physical Therapy, Health / Sanitation (Sanitarian)
History	American History, European History, Latin History, etc.
Humanities	Survey Courses in Humanities (Does not authorize instruction in the individual areas that comprise the field of Humanities, i.e., English, speech, Philosophy, Art, etc.)
Industrial Arts	Non-Vocational/Trade Programs in Industrial Arts
Industrial, Machine and Related Technologies	Electronics, Power Sawing, Chemical Technician, Plastics, Radio and T.V. Repair, Quality Control Technician, Vending Machine Repair
An Industrial Trade (Specify)	Machine Shop, Model Making, Welding, Automotive Mechanics, Automotive Body Repair, Heavy Duty Equipment Mechanics, Motorcycle Mechanics, Boilermaking, Metrology, Sheet Metal, Horseshoe, Wastewater Treatment, Industrial Safety, Building Service Maintenance (Janitorial)
Insurance	Life Insurance, Disability Insurance, Automobile Insurance, Fire Insurance, etc.
Language Arts and Literature	English Literature, English Composition, English Grammar, Comparative Literature, Speech (Public Address, Rhetoric)
Law	Law, Real Estate Law, Business Law, Constitution Law, etc. (Law as it relates to specific other subject matter areas)
Library Science	Library Technology Programs, Research Methods, Audio-Visual, Cataloging, Library Use

SERVICE AREA**EXAMPLES OF TEACHING ASSIGNMENTS , BUT NOT LIMITED TO:**

Marketing and Distribution	Salesmanship, Transportation, Advertising, Merchandising, Retailing, Purchasing, Warehouse Operations
Mathematics	Algebra, Calculus, Trigonometry, Statistics, etc.
Music	Music, Piano, Counterpoint, Composition, Band, Music Appreciation, Music History, etc.
Nursing	Nursing, R.N Training Programs
Office Services and Related Technologies (Business English, Business Math)	Secretarial Science, Shorthand, Typing, Filing, Bookkeeping, Records Management, PBX, Office Machines, Secretarial Administration, Office Management, Stenography
Philosophy and Religion	Philosophy, Logic, Ethnics, Religious Studies, Church History, Bible as Literature
Physical Education	Officiating, Tennis, Golf, Football, Basketball, Yoga, Karate, Judo, Games, Athletic Injuries, Recreation, Health Education
Physics	Physics, Optics
Police Science	Police Training Programs
Professional Education	Teacher Aide Programs, Introduction to Education, Para Professional Teacher Training Programs
Psychology	Psychology, Learning Theory, Child Psychology, General Psychology, Principles of Psychology
Real Estate	Principles and Practices of Real Estate, Escrow, Appraisal
Social Science	Survey of the Social Sciences (Does not authorize instruction of any individual area of the Social Sciences, i.e. History, Geography, Sociology, etc.

SERVICE AREA**EXAMPLES OF TEACHING ASSIGNMENTS, BUT NOT LIMITED TO:**

Sociology	Sociology
Special Education (Handicapped)	Orthopedically Handicapped, Deaf-blind, Mentally Retarded, Speech Correction, Speech and Hearing Handicapped, etc.
Theatre Arts and Related Technologies	Drama, Acting, Make-Up, Stage Craft, Play Production, Theatrical Costuming

SERVICE AREA**EXAMPLES OF SERVICES PERFORMED, BUT NOT LIMITED TO:**

Library	Librarian
Counselors	Counseling
School Health Services	School Nurse, School Psychologist

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AGREEMENT RATIFICATION SIGNATURES

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

Carolyn Russell

Bob Brown

Jimmy Guirao

Barb Smith

ON BEHALF OF THE
RIO HONDO COMMUNITY COLLEGE DISTRICT

Frank M. O'Kelley

Julie M. Munn

Manuel Baca

Leticia

DATE OF RATIFICATION 12-9-92