

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**



**RIO HONDO COLLEGE FACULTY  
ASSOCIATION/CCA/CTA/NEA**

**AND**



**RIO HONDO COMMUNITY  
COLLEGE DISTRICT**

**2004-2007**

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## **ARTICLE 1: PREAMBLE**

- 1.1 This Agreement shall be effective on the day following the date of 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. This Agreement shall not be signed until ratified by the Association membership and approved by the District Board of Trustees.
- 1.2 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**

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

All academic 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 Educational Employee Relations Act.

- 2.2 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.
- 2.3 In lieu of the grievance procedure, any disputes concerning this Article shall be subject to rules and regulations of the Public Employment Relations Board.
- 2.4 Management or Supervisory functions, as provided for in California Government Code Section 3580.3 shall not be assigned to a bargaining unit member who is dealing with a fellow unit member.

## ARTICLE 3: SALARIES

### Salary Schedules, 2004-2007

- 3.1 The salary schedule for 2005-2006 is contained in Appendix A.
- 3.2 The salary schedule shall be adjusted for the 2004-2005, 2005-06, and 2006-07 fiscal years as follows:
- 3.2.1 Effective the first pay period in July 2004, the salary schedule shall be increased by COLA, 2.41%, plus two and nine hundredths percent (2.09%).
- 3.2.2 Effective July 1, 2005, the salary schedule shall be increased by COLA, 4.23% plus one half percent (0.5%) if equalization funding is no less than \$250,000. If equalization funding for 2005-06 is no less than \$500,000, then the schedule shall be increased by COLA plus one percent (1%). If equalization funding for 2005-06 is no less than \$740,000 then the schedule shall be increased by COLA plus one and one quarter percent (1.25%).
- 3.2.3 Effective July 1, 2006, the salary schedule shall be increased by COLA plus one half percent (0.5%) if equalization funding is no less than \$250,000. If equalization funding for 2006-07 is no less than \$500,000, then the schedule shall be increased by COLA plus one percent (1%). If equalization funding for 2006-07 is no less than \$740,000 then the schedule shall be increased by COLA plus one and one quarter percent (1.25%).

### 3.3 Schedule Placement

Unit members shall be placed on the salary schedule provided in Appendix A and shall be eligible for column placement according to the criteria designated below:

#### 3.3.1 COLUMN I

##### 3.3.1.1 Academic Areas

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

##### 3.3.1.2 Vocational Areas (if any of the following are recommended to be "equivalent" to the minimum qualifications for hiring)

Any individual meeting the requirements for a Special Limited Service Credential or an Instructor Partial Credential (meeting requirements with an AA degree or less) under the credentialing regulations in effect on 10/01/89. These credentials are both limited to a maximum of two (2) years duration.

A. A. degree, six (6) years of experience, four (4) units of education courses in methods and materials of teaching, and three (3)

semesters of teaching at least one (1) course each semester; or

A. A. degree and six (6) years of experience and certification, license, etc., if available.

### 3.3.2 COLUMN II

#### 3.3.2.1 Academic Areas

Bachelor's and Master's degree

#### 3.3.2.2 Vocational Areas

Bachelor's degree and R. N. License, or

Bachelor's degree and two (2) years appropriate occupational experience

### 3.3.3 COLUMN III

#### 3.3.3.1 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

#### 3.3.3.2 Vocational Areas

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

Bachelor's degree and six (6) semester units of education courses after the Bachelor's, and two (2) years experience plus eight (8) approved full-time weeks of paid trade experience earned after receipt of the Bachelor's degree

### 3.3.4 COLUMN IV

#### 3.3.4.1 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)

#### 3.3.4.2 Vocational Areas

RN 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 two (2) year's experience, and twenty (20) acceptable graduate level units completed after receipt of the Bachelor's degree, plus sixteen (16) approved full-time weeks of paid trade experience of which at least eight (8) such weeks are earned after completion of the twenty (20) graduate level units

3.3.5 General

- 3.3.5.1 Occupational experience can be one (1) year experience and one (1) year of teaching; or two (2) years of occupational experience.
- 3.3.5.2 Occupational experience means activities which a person has relied upon for his/her livelihood.
- 3.3.5.3 "Year" for the purposes of measuring occupational experience means that period of time which in that occupation is accepted by contract or general agreement as a regular work year for that occupation on a full-time basis. Occupational experience claimed which is less than full-time experience shall be counted towards a "year" in the same proportion as it bears to full-time work in that occupation.
- 3.3.5.4 All experience must have taken place within the ten years preceding hiring at Rio Hondo College with at least one (1) year within the three (3) years preceding the date of application.
- 3.3.5.5 The baccalaureate or higher degree must be completed in an accredited institution of higher education.
- 3.3.5.6 All references to units in this Article shall be semester units. Quarter units shall be converted in semester units by multiplying the quarter units by two-thirds ( $\frac{2}{3}$ ).
- 3.3.5.7 All statements regarding experience must be verified in the form of an original letter from employer(s). Verification must include, but need not be limited to, dates of employment and a description of the duties performed. If employment was less than full-time, employer must state how much time ( $\frac{1}{2}$  time,  $\frac{1}{4}$  time, etc.).
- 3.3.5.8 All statements regarding academic qualifications must be verified by official transcript(s) of record from the institution(s) at which the credit was earned. An official transcript bears the signature in ink of the registrar and/or the impressed seal of the institution.
- 3.3.5.9 A set of fingerprints, taken by any local agency at the expense of the applicant, is required for the file.

### 3.3.6 Step Advancement

- 3.3.6.1 Full-time unit members are eligible to move up one (1) 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 shall receive said advancement effective the first day of the academic year.
- 3.3.6.2 Part-time unit members are eligible to move up one (1) 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.
- 3.3.6.3 Effective September 1, 1986, and by converting hours to load, part-time nurses and librarians shall receive step advancements in the same manner as those advancements received by instructional part-time unit members.
- 3.3.6.4 Effective September 1, 1986, hourly unit members shall receive step advancements on a 3 to 1 basis for related occupational experiences gained after employment by the District and upon written verification submitted by the unit members, provided said experience would have been credited for step placement upon initial employment in the District.

### 3.3.7. Column Advancement

- 3.3.7.1 Unit members who are eligible for a column movement for any fiscal year shall receive such advancement effective the first day of the academic 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 the first day of the academic year.
- 3.3.7.2 Only official transcripts submitted to the District prior to the above date will be accepted as verification of eligibility for column advancement. If by the first day of the academic 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 the first day of the academic year.

3.3.7.3 Graduate units shall be accepted for column advancement if they are earned in courses from an accredited institution, including colleges and universities that have been accredited in a single subject, and which are in the unit member's major, minor, or current assignment. For purposes of this Agreement, a college or university is an accredited institution if it has been accredited by one (1) of the normally recognized regional accrediting agencies. Graduate units are those units earned in courses identified on the transcript as being graduate level. "Major" and "minor" shall be defined as the subject or area designated as such on the face of any valid degree (Bachelor's and beyond) or on the face of any valid credential which qualifies the unit member to be employed by the District. A minor may also be defined as having twenty-four (24) semester units of course work in a subject matter area including twelve (12) at the upper division or graduate level.

3.3.7.4 Other units including non-graduate shall be accepted for column advancement with approval granted prior to unit members' taking the course(s), by a committee consisting of the following: the Executive Vice-President, Academic Services, the Dean, Student Learning Support, the Division Dean appropriate to the academic or occupational area, and three (3) unit members appointed by the Association. Non-graduate units may be earned through colleges, universities, or officially recognized professional organizations which offer continuing education units. Continuing medical education courses shall be accepted for column advancement on a fifteen (15) unit for one (1) unit basis. Other continuing education courses shall be accepted for column advancement, with the number of units to be determined by the committee.

3.3.7.5 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 11 Reassignment Procedure, or which directly relates to previous teaching experience if such experience directly relates to courses currently offered by the District.

### 3.3.8 Salary Schedule Placement Procedures

Placement on the salary schedule may be determined either by academic or occupational background. Such placement shall include both column and step.

If a new unit member qualifies for placement on both academic and occupational experience, the placement shall be made based on whichever results in higher placement.

New employees shall be notified in writing that it is the individual employee's responsibility to have transcripts, degrees, and written verification of experience sent to the District for appropriate salary schedule placement. Any objection to salary schedule placement by the District must be made prior to the beginning of the second semester of employment. Objections filed subsequently to said period shall be addressed in the ensuing academic year.

Those units which the granting institution designates in writing to be graduate units shall be accepted.

Unit members who are hired effective subsequent to the date of signing of this Agreement shall be given credit of one (1) step for:

1. a) Each year of full-time experience, or equivalent, which required a credential prior to 7/1/90.  
b) Each year of full-time instructional experience, or equivalent, which was performed after meeting the minimum hiring qualifications for teaching in a California community college after 7/1/90.
2. Each year of full-time experience, or equivalent, which would have required a credential if performed at Rio Hondo Community College prior to 7/1/90, even if such experience did not require a credential where performed.
3. Each three (3) years of full-time related occupational experience is equal to one (1) step on the salary schedule. Unit members may be placed no higher than Step 8 on the salary schedule. Exceptions to exceed the maximum placements above shall be at the discretion of the District.

### 3.3.9 Definitions of Unit Members

"Full-time employee"	-	A unit member whose load is more than 60%
"Part-time employee" (instructional and non-instructional)	-	A unit member whose load is not more than 60%
"Hourly employee"	-	A unit member whose work is assigned on a week-to-week basis

### 3.3.10 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:

$$\begin{array}{l} \text{Annual ten-month salary} \times \text{Part-time Factor (PTF, .60)} \times .5 \times \\ \text{percent semester load} \qquad \qquad \qquad = \text{semester salary} \end{array}$$

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:

$$\text{Annual ten-month salary} \div \text{hours per year} = \text{hourly rate}$$

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:

$$\begin{array}{l} \text{Annual ten-month salary} \times \text{PTF (.60)} \times .5 \times \\ \text{percent summer school load} \qquad \qquad \qquad = \text{summer/intersession salary} \end{array}$$

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:

3.3.11 Instructional Assignments

$$\begin{array}{l} \text{Annual ten-month salary} \div \text{hours per year} \\ \times \text{PTF} \qquad \qquad \qquad = \text{semester hourly rate} \end{array}$$

3.3.12 Non-Instructional Assignments

$$\text{Annual ten-month salary} \div \text{hours per year} = \text{semester \& summer hourly rate}$$

3.3.13 Hours Per Year

3.3.13.1 Hours for Fall 17 ½ weeks shall be designated in accordance with the following:

	<u>Hours/ Week</u>		<u>Weeks/ Year</u>	<u>Hours/ Year</u>
<u>Instructional Assignments</u> (including but not limited to the following):				
All Lectures (except Typing & Languages)	15	x	35	525
Lecture - Language	16	x	35	560
Lecture – Keyboarding	17	x	35	595
Lab - Art, Individual Keyboarding, Word Processing, English Skill Center, Journalism, Math Skill Center, Music Activity, Nursing Lab/Clinic, 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	21	x	35	735
Lab - Arch. Drafting, Auto, Business, Data Processing, Early Childhood, Electro-Mech.Drafting, Electronics, Pre Engineering, Disabled Students, Fire Science, Industrial Tech., Language Skill Center, Library, Machine Tech., Administration of Justice, Speech, Welding	21	x	35	735
<u>Non-Instructional Assignments</u> (including but not limited to the following):				
Disabled Students Specialist	30	x	35	1,050
College Nurse, Coordinator, Counselor, Psychologist, Librarian	40	x	35	1,400

3.3.13.2 Hours for Fall 16 weeks shall be designated in accordance with the following:

	<u>Hours/ Week</u>		<u>Weeks/ Year</u>	<u>Hours/ Year</u>
<u>Instructional Assignments</u> (including but not limited to the following):				
All Lectures except Typing & Languages	16.41	x	32	525
Lecture - Language	17.5	x	32	560
Lecture – Keyboarding	18.59	x	32	595
Lab - Art, Individual Keyboarding, Word Processing, English Skill Center, Journalism, Math Skill Center, Music Activity, Nursing Lab/Clinic, TV, Theatre Arts	21.88	x	32	700
Lab - Astronomy, Biology, Chemistry, Earth Science, Education, Engineering, Physical Sciences, Physics, Psychology	22.97	x	32	735
Physical Education Activity	22.97	x	32	735
Lab - Arch. Drafting, Auto, Business, Data Processing, Early Childhood, Electro-Mech.Drafting, Electronics, Pre Engineering, Disabled Students, Fire Science, Industrial Tech., Language Skill Center, Library, Machine Tech., Administration of Justice, Speech, Welding	22.97	x	32	735
<u>Non-Instructional Assignments</u> (including but not limited to the following):				
Disabled Students Specialist	32.81	x	32	1,050
College Nurse, Coordinator, Counselor, Psychologist, Librarian	43.75	x	32	1,400

### 3.3.14 Parity between full-time and part-time faculty

3.3.14.1 Parity with full-time regular faculty is set at 82.5%, which may be expressed as a factor of 0.825. Reaching this goal is the objective of the parties.

- 3.3.14.2 The current part-time factor (PTF) found at Section 3.4.10 is 0.6. The parties agree to increase that factor to 0.60 effective retroactively to the first pay period in July 2001.
- 3.3.14.3 During the term of this Agreement, any revenue received from the State that is specifically designated for this purpose shall be used to increase the factor Section 3.4.10. The parties shall meet to calculate the new factor.
- 3.3.14.4 During the term of this Agreement, if the State discontinues providing revenue to support a previous increase in the factor, the factor shall be reduced to the level that is supported by State funds specifically designated for this purpose.

#### 3.4 Other Salary Related Matters

- 3.4.1 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.
- 3.4.2 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.
- 3.4.3 The unit member shall have access to assigned District parking lots. 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 disabled persons.
- 3.4.4 Unit members rendering services on a special contract on an hourly, semester, or annual basis shall be paid at rates consistent with 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. Prior to completing an agreement for special services, the District will provide the Association with an informational copy of the duties, functions and proposed compensation.
- 3.4.5 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 the 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 by the end of the workday following when the employee could reasonably have known of the loss.



- 3.4.6 The District shall offer the option of direct deposit of payroll to all full-time and part-time unit members.

## ARTICLE 4: HEALTH AND WELFARE BENEFITS

### 4.1 Health Insurance

#### 4.1.1 Medical Insurance

For the policy year 2005, the District shall make the following (tenths) PEMHCA contributions for eligible full-time (100%) unit members: up to \$591.24 for single party coverage; up to \$1,183.49 for two (2) party coverage; and up to \$1,538.53 for family coverage. For the policy years 2006 and 2007, the above amounts may be increased up to a cumulative 20% based on actual PERS cost increases in comparison to 2005 premiums. Should the twenty percent (20%) allocated not cover the increased costs, the District and RHCFA agree to reopen to allocate the additional costs between salary and benefits. The parties agree that PEMHCA two (2) party coverage includes domestic partners.

#### 4.1.2 Dental Insurance

The District shall provide full-time (100%) employees with a dental plan - Delta Dental with an annual maximum of \$2000 and family orthodontia at the 70% level with a lifetime maximum of \$2,000 per family member,

#### 4.1.3 Vision Insurance

The District shall provide full-time (100%) employees with a vision plan – VSP with 12 months for exams and lenses and 24 months for frames,

#### 4.1.4 Life Insurance

The District shall provide full-time (100%) employees with a \$50,000 term life insurance policy,

#### 4.1.5 Employee Assistance

The District shall provide full-time (100%) employees with an Employee Assistance Resource Program;

#### 4.1.6 Employees less than 100%

Full-time employees working less than 100% may elect to participate in said medical, dental, vision, life, and assistance plans, and, if so, receive a proration of the District contribution made for 100% unit members.

4.2 A full-time (100%) unit member waiving annual District coverage shall be provided with a \$1,500/year stipend in cash or for the purchase of a tax sheltered annuity (TSA) pursuant to IRS regulations and procedures of the Los Angeles County Office of Education; a pro rata stipend for said TSA purchase shall be provided to full-time unit members working less than 100% who annually waive District coverage.

4.3 Unless modified by subsequent agreement between the parties, the District's sole obligation upon expiration of this Agreement shall be to continue its FTE contribution rate that was in existence on the last day of the term of this Agreement.

4.4 Each eligible full-time (100%) unit member shall be required to enroll in one (1) of the

medical plans offered by PEMHCA unless he/she submits an annual written waiver of said coverage.

- 4.5 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.
- 4.6 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 the unit member only.
- 4.7 Each eligible full-time (100%) unit member shall be required to enroll in the vision plan at a cost based on the super-composite rate of the carrier covering the unit member and dependents.
- 4.8 Unit members who are not full-time unit members shall not be eligible for health and welfare benefits as specified above.
- 4.9 As prescribed by PEMHCA, eligible unit members hired during the month shall be covered as of the first day of the following month. Eligible unit members who complete the school year shall receive coverage under health and welfare benefit plans effective through the last day of August. Eligible unit members who terminate their employment prior to the end of the school year shall be covered by health benefits through the end of the month following the month in which they terminate their employment. Other benefits (i.e. dental, VSP, life insurance) continue only through the month in which they terminate.

4.10 Retirement Benefits, Part-Time Faculty

- 4.10.1 Part-time faculty not covered by STRS nor covered by OASDI prior to July 1, 1991 by the Rio Hondo Community College District, shall be placed in the Accumulated Program for Part-Time and Limited Service Program (APPLE) alternative plan to Social Security coverage for District employment.
- 4.10.2 The effective date of the APPLE plan inclusion shall be January 1, 1992.
- 4.10.3 Under the APPLE plan, the District and the individual employee shall each pay a 3.75% payroll tax.
- 4.10.4 The installation and annual administration fees for the APPLE plan shall be paid by the District.
- 4.10.5 The annual participant fee shall be paid by the District for only that period of time until the plan earnings generate revenues to pay said fee.

4.11 Health Insurance, Part-Time Faculty

Health insurance through Blue Cross, Blue Shield or Kaiser health insurance shall be available to part-time unit members, subject to the following conditions:

- 4.11.1 The District shall contribute up to a total pool of \$20,000 per fiscal year for part-time employee health insurance premium contributions.
  - 4.11.2 Said annual pool shall be prorated among participating part-time unit members, but in no event shall a unit member receive more than a \$500 per fiscal year District contribution. After the conclusion of the fiscal year, if there is a balance in the annual pool, then such balance shall be distributed in proportion to the number of semesters taught in the current fiscal year, not to exceed 50% unit member's annual health care premium.
  - 4.11.3 To participate in this program, a part-time unit member shall: have previously served the District as a part-time instructor for a minimum of two (2) full semesters; be actively employed at the time of enrollment; not have full health insurance coverage through another source; and comply with all requirements and procedures of the carrier for enrollment and maintenance of coverage. The District contribution contemplated herein shall be made directly to the carrier.
- 4.12 An Internal Revenue Code Section 125 account shall be available for unit members to utilize on a voluntary basis. The District shall make arrangements for a third party administrator to assist in the accounting and management of this program. If required, unit members who participate may have to contribute \$5.00 monthly for the maintenance of the program.

## ARTICLE 5: HOURS OF EMPLOYMENT AND WORK LOAD

### Days and Hours of Service

- 5.1 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 (1) 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 1<sup>st</sup>. 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).

- 5.2 Unit members who are providing classroom instructional duties shall provide said duties in conformance with Academic Calendars in Appendixes B, C, and D.
- 5.3 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-three, point seventy-five (43.75) hours per week to perform those tasks related to their assignments. Said tasks shall include:
- 5.3.1 Classroom preparation and instruction; the District shall make a reasonable effort to limit a unit member's assignment to no more than three (3) preparations, excluding labs. Non-instructional unit members shall perform those duties and responsibilities as identified in the job description.
  - 5.3.2 Meeting with students during posted office hours
  - 5.3.3 Maintaining accurate grade and attendance records of students
  - 5.3.4 Preparing and submitting proper reports
  - 5.3.5 Attending scheduled faculty and division/area meetings
  - 5.3.6 In addition, unit members shall select other tasks as part of the workweek

including but not limited to the following:

- 5.3.6.1 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
- 5.3.6.2 The advisement of students in course selection, academic achievement, and career planning within the unit member's discipline
- 5.3.6.3 Participation in the selection of academic and classified staff
- 5.3.6.4 Participation in college and division/area committees
- 5.3.6.5 Participation in staff development programs, advanced study or related work experience, and attendance at conferences
- 5.3.6.6 Participation in the active recruitment of students
- 5.3.6.7 Performance of college-related services in the community
- 5.3.6.8 Articulation with high schools and transfer institutions (may include visitations)
- 5.3.6.9 Providing job placements for students
- 5.3.6.10 Participation on advisory committees
- 5.3.6.11 Participation in co-curricular activities on and off campus
- 5.3.6.12 Participation in the accreditation process
- 5.3.6.13 Participation as a speaker in the community
- 5.3.6.14 Assisting in the planning of facilities

Such other tasks shall be selected in writing with a copy submitted to the Division Dean prior to the start of each semester.

- 5.3.7 Included within these duties and activities will be the teaching load in accordance with Appendix E unless otherwise modified as provided in this Agreement.
  - 5.3.8 Job descriptions for 100% special assignments should be available in the Human Resources Office.
- 5.4 The forty-three, point seventy-five (43.75) 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.

- 5.4.1 Part-time and hourly unit members shall work the days and times in accordance with the District-approved schedule.
- 5.4.2 Teaching assignments may consist of day, night, or weekend classes or a combination thereof in accordance with the District-approved schedule. Except in unusual circumstances, a unit member's assignment shall not include the recognized student activity periods. Night assignments on load shall not be made arbitrarily.

## 5.5 Work Loads

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:

- 5.5.1 For unit members who are providing classroom instruction during the regular school year, a full (100%) load shall be in accordance with Appendix E, or pro rata share thereof.
- 5.5.2 Counselors and Librarians employed full time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty-seven, point forty-one (37.41) hours desk/student contact and six, point thirty-four (6.34) hours of other selected tasks as enumerated above (5.3). If a Counselor or Librarian is assigned a teaching assignment during the academic year, he/she will have the option to teach that class as part of their full-time load. Courses taught on load shall not exceed 20% except as approved by the District and agreed to by the counselor or librarian.
- 5.5.3 Coordinator, College Nurse, Psychologist, Learning Assistance Center, and other student services specialists shall maintain a schedule, subject to approval of the District, consisting of forty-three, point seventy-five (43.75) hours per week. During the forty-three, point seventy-five (43.75) hours per week, the Coordinator, College Nurse, Psychologist, and other student services specialists shall perform those tasks related to their assignments in addition to selected tasks as enumerated above (5.3). If a Coordinator, College Nurse, Psychologist, or other student services specialist is assigned a teaching assignment during the academic year, his/her forty-three, point seventy-five (43.75) hour week shall be reduced by that proportion his/her teaching assignment relates to a normal teaching assignment. Non-teaching full-time faculty positions not included in this section shall be added after the position has been approved.
- 5.5.4. Disabled Student Specialists employed full time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty-two, point eighty-one (32.81) hours of assigned time and ten, point ninety-four (10.94) hours of selected tasks as enumerated above (5.3). If a Specialist is assigned a teaching assignment during the academic year, his/her forty-three, point seventy-five (43.75) hour work week shall be reduced by that proportion of his/her teaching assignment which relates to a normal teaching load.

#### 5.5.5 Project Assignments

- 5.5.5.1. The process for selection of Special Assignment Personnel (SAP), and the determination of the amount of released time granted for project assignments, shall be done in accordance with department-developed procedures, if any, as approved by the District; in the absence of said procedures, the Division Dean shall make these determinations.
- 5.5.5.2. District Assigned Personnel (DAP) render service to meet needs that are college-wide, not division specific. Duties for a new DAP will be included in the recruitment announcement. Selection of a DAP shall be made by the District after consultation with the Association.

5.5.6 For the purpose of determining lecture and lab, load hours are defined as a "class hour" of 50 minutes.

5.5.7 A combined class occurs when two (2) different course numbers share the same space and a portion of the same times, including honor courses. For these courses, a 1.67% load factor shall be added.

#### 5.6 Work Load Range

5.6.1 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 E and exclusive of any directed studies assignments.

5.6.2 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.

5.6.3 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 (2) 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.

5.6.4 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, and division/area projects arranged by the District.



- 5.6.5 To calculate the percent load for a special assignment, the number of weekly hours of a special assignment will be divided by forty-three, point seventy-five (43.75) hours and the quotient multiplied by 100. Example: An instructor with a special assignment of eight (8) hours per week would be credited with  $8.75/43.75 \times 100 = 20\%$  load. To determine the number of hours of a special assignment, the percentage of the load below 100% will be multiplied by forty-three, point seventy-five (43.75) hours per week. Example: An instructor with an 87.5% load would be required to accept a special assignment  $12.5\% \times 43.75 = 5.47$  hours. For activity assignments, the foregoing on assignments above and below normal shall be modified in accordance with Appendix E.
- 5.6.6 Exceptions to the above work load range are subject to mutual agreement of the unit member and the District.

5.7 Overload, Summer School, Part Time and Weekend Assignments

- 5.7.1 Overload, summer school, part-time 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, part-time or weekend assignments. Overload, summer school, part-time and weekend assignments shall be distributed according to such criteria as, but not limited to longevity, areas of specialization, rotation, prior satisfactory District service, availability of instructors, and in accordance with division/area developed procedures as approved by the District. Such assignments shall include but not be limited to additional classes, adult education, mini courses, community services, and directed studies.
- 5.7.2 Overload and summer school assignments shall not exceed 40% of a normal load except as approved by the District.
- 5.7.3 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.
- 5.7.4 The District and the Association recognize the importance of support services during summer session. The counseling faculty shall have summer session assignments that are distributed in accordance with departmentally-developed procedures. The District shall determine the number of assignments available prior to March 15. The counseling faculty shall return the signed assignment sheets prior to April 15. Counselors will work a minimum shift of four (4) hours.

5.8 Office Hours

- 5.8.1 Full-time unit members shall schedule at least three (3.3) hours per week for office hours for a 16 week schedule. Such hours shall be scheduled to meet the

needs of students and shall be subject to approval of the District.

- 5.8.2 The office hours and location, if other than office, shall be posted in the area of the unit member's office, and the hours shall be used for consulting with and assisting students.

## 5.9 Scheduling

- 5.9.1 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 division/area. The District shall endeavor to make such evening assignments on an equitable basis.
- 5.9.2 The unit member and the Division Dean shall sign the instructor assignment sheets indicating the tentative schedule for the unit member. If administratively feasible, the signed instructor sheets shall not be modified without prior discussion and subsequent notification to the unit member.
- 5.9.3 Unit members shall not be scheduled for more than three (3) consecutive lecture hours of classes except by mutual agreement of the unit member and the District.
- 5.9.4 For purposes of scheduling only, evening classes will be defined as those classes with the majority of the class time occurring after 4:30 p.m.
- 5.9.5 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 forty-five (45) days 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.

## 5.10 Attendance at Division/Area and District Meetings

- 5.10.1 Division/area meetings normally shall be held on Tuesdays or Thursdays during the activity period. Full-time unit members shall attend scheduled division/area meetings except as otherwise authorized by the Division Dean or designee.
- 5.10.2 The maximum number of division/area 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 division/area and the Division Dean 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. Except in unusual circumstances, mandatory attendance at division/area staff meetings shall be preceded by a five (5) day advance written notice to said staff. Any meetings required for implementation of this agreement involving unit members shall not be counted in determining the maximum number of division/area meetings per academic year.

- 5.10.3 The full-time unit members in the division/area and Division Dean shall attempt to develop a schedule of dates for division/area meetings during the academic year.

#### 5.11 Extended Field Trip Courses

- 5.11.1 A 13% load factor shall be assigned for each class in the series taught for one (1) 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 =	.015 load
Equated to	13% load

- 5.11.2 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>.105 load</u>
	.247 load
Equated to	25% load

#### 5.12 Letters of Resignation

A unit member may withdraw a letter of resignation by 5:00 p.m. of the working day immediately following submission of said resignation to the District.

#### 5.13 FLEX Calendar

- 5.13.1 For instructional faculty, a maximum of seven (7) FLEX days per year (42 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. The remaining two (2) FLEX days shall be spent on campus, one (1) prior to start of each semester.
- 5.13.2 The FLEX calendar shall begin early enough in August to permit the end of the first semester prior to the winter recess; unless the parties mutually agree to the contrary, the second semester shall end at least one (1) week before the start of the summer session. For non-instructional faculty, the FLEX obligation will be in the two (2) FLEX days spent on campus, one (1) prior to the start of each semester.

- 5.13.3 Notwithstanding any other provision of the agreement between the parties, if there has been an adverse impact on District enrollment/ growth during the FLEX calendar period, the District retains the right to return to the traditional calendar at the end of the agreement.
- 5.13.4 The FLEX calendar to be implemented shall be in conformance with the Education Code, Title V, and be approved by the Chancellor's Office and shall also result in a FLEX calendar activities agreement between the individual unit member and the District.
- 5.13.5 A unit member shall be granted one (1) day of FLEX credit per year for each Peer Review Committee on which he/she is serving that year, to a maximum of five (5) days of FLEX credit per year.

## **ARTICLE 6: REGULATIONS FOR REDUCTION IN WORK LOAD**

- 6.0 Unit members are to request a reduction in work load in writing and direct it to their supervisor(s). 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. With approval of the District, full-time unit members may reduce their work load to part-time subject to the following regulations.
- 6.1 The unit member shall have reached the age of 55 prior to the reduction of work load.
- 6.2 The unit member shall have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) were full-time employment.
- 6.3 During the period immediately preceding a request for reduction in work load, the unit member shall have been employed full time in a position for which he/she has met the minimum qualifications for teaching in a California community college for a total of at least five (5) 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 The minimum part-time employment shall be the equivalent of one-half (1/2) 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.
- 6.8 The total number of years of reduction of workload shall not exceed ten (10) years. Earlier termination shall occur upon the mutual agreement of the District and the unit member, pursuant to Education Code Section 22713.
- 6.9 The period of such part-time employment under the reduced work load program shall not extend beyond the end of the school year during which the unit member reaches his/her 70th birthday.
- 6.10 The unit member shall request to participate in the reduction of work load 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: CLASS SIZE**

- 7.0 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:
- 7.1 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.
- 7.2 Conformance to class size limits (maximums) shall be determined no later than the end of first census week of each term.
- 7.3 Established class limits may be changed or new class limits established after consideration by a committee comprised of three (3) administrators selected by the Executive Vice-President, Academic Services, or designee, and three (3) full-time unit members designated by a majority of the unit members in the department. If a majority of the committee agrees on the class limits, the recommendation of the majority of the committee shall be submitted to the Executive Vice-President, Academic Services, 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 Executive Vice-President, Academic Services, for consideration. After reviewing the recommendations, the Executive Vice-President, Academic Services, or designee, shall make a final decision concerning the proposed change in 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.
- 7.4 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 Division Dean with consent of the instructor involved.
- 7.5 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 8: LEAVES OF ABSENCE

### 8.0 Paid Leaves

- 8.0.1 The District shall grant paid leaves of absence to full-time unit members (greater than 60%) 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.
- 8.0.2 The District shall grant the above paid leaves of absence to greater than 60%, but less than 100% full-time unit members on a pro rata basis.
- 8.0.3 The District shall grant paid leaves to part-time unit members (less than 60%) on a pro rata basis, for personal illness and injury, personal necessity, bereavement and industrial accident or illness in accordance with the provisions herein.
- 8.0.4 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.
- 8.0.5 In accordance with applicable provisions of this Agreement, a unit member on paid leave of absence shall be entitled to:
  - 8.0.5.1 Return to the same department, discipline or position or as nearly the same as possible, to that held immediately before commencement of the leave
  - 8.0.5.2 Receive credit toward salary advancement
  - 8.0.5.3 Receive retirement benefits as provided by law and STRS regulations
  - 8.0.5.4 Receive wages, health and welfare benefits

### 8.1. Personal Illness and Injury Leave

#### 8.1.0 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 absent himself/herself from the duties of employment.

#### 8.1.1 Full-Time Unit Members

- 8.1.1.1 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.

- 8.1.1.2 After all accumulated and earned leave as set forth in (8.1.1.1) above and (8.1.1.4) 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 8 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 (8.1.1.1) 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.
- 8.1.1.3 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 a 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.
- 8.1.1.4 If a unit member does not utilize the full amount of leave as authorized in (8.1.1.1) above in any school year, the amount not utilized shall be accumulated from year to year.
- 8.1.1.5 A unit member whose absence under this section exceeds five (5) consecutive work days shall provide 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.
- 8.1.1.6 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 unless the employee's illness, as defined herein, occurred within the two (2) hour advance notice period or the nature of said illness prevents the employee from giving the prescribed amount of advance notice.

- 8.1.1.7 A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave, and if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.
- 8.1.1.8 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.
- 8.1.1.9 Upon exhaustion of his/her regular personal illness and injury leave account, the absence shall be charged against his/her other assignment leave account.

#### 8.1.2 Part-Time Personal Illness and Injury (including Summer School)

- 8.1.2.1 Unit members working a part-time assignment (less than 60%) shall earn one (1) hour of personal illness and injury leave for each twenty (20) hours of time worked.
- 8.1.2.2 Any unused personal illness and injury leave shall be accumulated from year to year.
- 8.1.2.3 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 (3) consecutive semesters not including summer school.
- 8.1.2.4 Part-time unit members may use personal illness and injury leave as accrued.
- 8.1.2.5 If a full-time unit member, assigned a part-time position, is absent from the part-time assignment, the following shall occur:
  - 8.1.2.5.1 The absence shall be charged against the part-time personal illness injury account.
  - 8.1.2.5.2 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 prorata basis.

8.1.2.6 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:

8.1.2.6.1 The absence shall be charged against the full-time personal illness and injury account.

8.1.2.6.2 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.

8.1.2.7 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.

#### 8.1.3 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.

#### 8.1.4 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.

### 8.2 Jury Duty

8.2.1 For up to ten (10) days per school year, 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.

8.2.2 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.

8.2.3 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.

- 8.2.4 When the District is informed by a unit member that he/she has been selected for Jury Duty, the District shall provide him/her with a letter containing the District payment provisions for jury duty, as described herein.

### 8.3 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 (1) 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, life partner or any relative living in the immediate household of the unit member.

### 8.4 Leave for Industrial Accident or Illness

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

- 8.4.1 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 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.
- 8.4.2 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 (1) fiscal year for the same accident.
- 8.4.3 Leave under these rules and regulations shall commence on the first day of absence.
- 8.4.4 The benefits provided by these rules and regulations shall be applicable to all unit members immediately upon becoming an employee of the given District.
- 8.4.5 Allowable leave shall not be accumulated from year to year.
- 8.4.6 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.
- 8.4.7 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.

- 8.4.8 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.
- 8.4.9 Industrial accident or illness leave of absence is to be used in lieu of entitlement to other leaves. When entitlement to an 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.
- 8.4.10 Periods of leaves of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.
- 8.4.11 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.
- 8.4.12 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.

## 8.5 Personal Necessity Leave

- 8.5.1 Each unit member shall be entitled to use seven (7) days of his/her personal illness and injury leave allotment during each school year for personal necessity; the procedure for approving personal necessity absences shall be centralized in the Department of Human Resources. Under no circumstances shall personal necessity leave be available to seek other employment or for concerted activities. A unit member must contact his/her immediate supervisor as soon as the need to be absent is known in order to permit time to secure a substitute service; the parties recognize that some instances of the need for personal necessity absence (such as an automobile accident in route to the College, or

the sudden serious illness of a member of the immediate family) do not lend themselves to a normally prescribed amount of prior notice, and in such instances the standard prior notice requirement shall be waived in favor of as much advance notice as humanly possible.

8.5.2 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.

8.5.3 Part-time unit members are entitled to a pro rata amount.

## 8.6 Quarantine

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

## 8.7 Judicial and Official Appearance Leaves

8.7.1 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.

8.7.2 The District may grant a paid leave of absence to a unit member for a judicial or official appearance as 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. Notwithstanding the foregoing, a unit member shall receive release time to appear as a witness when subpoenaed. This witness release time provisions shall be terminated on the last day of this Agreement unless the parties agree otherwise in writing.

## 8.8 Family Care and Medical Leave Act

It is the intent of this provision to be consistent with Government Code section 12945.2 and the Family and Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of those statutes.

8.8.1 An employee with more than one (1) academic year of continuous service equal to more than 60% with the District, who has worked at least 1,250 hours during said year and who is eligible for other leave benefits of this Agreement shall be granted, upon written request, an unpaid family care leave up to a total twelve (12) weeks in any twelve (12) month period, pursuant to the provisions contained herein.

For purpose of this section the term, "family care and medical leave" means either: (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster

care of a child by the employee, or the serious illness of a child of the employee; (b) leave to care for a parent or spouse who has a serious health condition; or (c) leave because of serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

- 8.8.2 An unpaid family care and medical leave shall be treated as any other unpaid leave. During an unpaid family care and medical leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service. An employee returning from an unpaid family care and medical leave shall have no less seniority than when the leave commenced.
- 8.8.3 If an employee's need for an unpaid family care and medical leave is foreseeable, the employee shall provide the District with reasonable advance notice. For unplanned absences, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.
- 8.8.4 An employee's request for an unpaid family care and medical leave for the purpose of caring for a child, spouse or parent who has a serious health condition shall be supported by a written certification issued by the attending physician of the individual family member requiring care. This written certification must include the date on which the serious health condition commenced, the probable duration of the condition, an estimate of the amount of time the said physician believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care. If additional leave is requested by the employee upon the expiration of the time estimated by said physician, the employee must request such additional leave again supported by a written recertification consistent with the requirements for an initial certification.
- 8.8.4.1 For a leave based upon caring for a child, spouse or parent who has a serious health condition the written certificate must have an estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.
- 8.8.4.2 For a leave based on the employee's own serious health condition, the written certification must include a statement that the employee is unable to perform the functions of his/her position.
- 8.8.4.3 If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification

consistent with the requirements for an initial certification.

8.8.5 Definitions:

8.8.5.1 For purposes of this section and consistent with current law, the term "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child.

8.8.5.2 For purposes of this section and consistent with current law, the term "parent" means biological, foster, in-law, or adoptive parent, a stepparent or a legal guardian or other person who stood in loco parentis to the employee during childhood.

8.8.6 If an employee applies for a family care and medical leave, the employee can elect, or the District may require, the substitution of paid vacation or other paid leaves to which the employee is entitled. If such paid leave is substituted, the employee is required to comply with the contractual requirements for use of such paid leave.

8.8.7 An employee granted a leave under this provision shall have right to reinstatement to his/her former position (if it still exists) with equivalent benefits, pay, and other working conditions provided by this Agreement; if the former position no longer exists, he/she shall be placed in an equivalent position, with the equivalent salary, benefits, and working conditions provided for herein.

8.8.8 An employee taking unpaid family care and medical leave pursuant to this section shall continue to be entitled to participate at District cost in District health insurance benefits to the same extent and under the same conditions as apply to other active employees receiving said benefits. Said employee shall pay the cost of all health and welfare benefits during any unpaid family care leave, pursuant to the procedures established by the District. The District may recover the premium that it paid as required by this subdivision for maintaining coverage for the employee under the group health plan if both of the following conditions occur.

8.8.8.1 The employee does not return to District service for a number of days equal to the duration of the family care and medical leave.

8.8.8.2 The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

8.8.9 Family care and medical leave may be taken in one (1) or more periods. Leave may be taken in increments of at least one (1) day for recurring medical treatment certified by a health care provider.

8.8.10 This section shall not be construed to entitle the employee to receive disability



benefits under Part 1 (commencing with Section 3201) of Division 4 of Labor Code (Workers Compensation).

## 8.9 Leave of Absence - Exchange Program

- 8.9.1 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.
- 8.9.2 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.
- 8.9.3 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.

## 8.10 Sabbatical Leave

### 8.10.1 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.

### 8.10.2 Eligibility of Unit Members

- 8.10.2.1 Any full-time unit member who has served the District for six (6) consecutive years in a full-time academic or faculty position may apply for a sabbatical leave.
- 8.10.2.2 Full-time unit members who have been granted a sabbatical leave shall become eligible after six (6) years of consecutive service in a full-time academic or faculty position subsequent to their last sabbatical leave, if the sabbatical leave began in the fall and six and one-half (6 ½) years if the sabbatical leave began in the spring.
- 8.10.2.3 Leaves shall not be granted for more than two (2) full consecutive semesters or less than one (1) full semester unless otherwise approved by the District. If a full-time unit member is granted a leave for one (1) semester by the District, this shall be construed as fulfilling his/her entire entitlement to leave privileges until he/she has complied with (8.10.2.2) above.

- 8.10.2.4 Military leave and paid leaves shall not be deemed a break in continuity of service for the purposes of this article.
- 8.10.2.5 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.
- 8.10.2.6 The president of the Rio Hondo College Faculty Association-CTA/NEA shall receive the ranking of the sabbatical leave requests from the Sabbatical Leave Review Committee at the same time that they are forwarded to the Superintendent/ President.
- 8.10.2.7 The Superintendent/President shall transmit, in a timely manner, the ranking of the sabbatical leave requests to the Board of Trustees for its approval.
- 8.10.2.8 Unit members shall not be required to secure a corporate surety bond in order to receive a sabbatical leave.

#### 8.10.3 Application Procedure

- 8.10.3.1 Application shall be submitted to the District by October 31st for consideration for the subsequent school year on a District-provided form.
- 8.10.3.2 A unit member's application for sabbatical leave shall not be modified by the District without the mutual consent of the District and unit member.
- 8.10.3.3 A unit member's application shall include a detailed prospectus of the purposes and activities for which the leave is requested.

#### 8.10.4 Approval of Sabbatical Leaves

- 8.10.4.1 Sabbatical leave requests shall be reviewed by a Sabbatical Leave Review Committee comprised of three (3) representatives designated by the Faculty Association and three (3) representatives designated by the District.
- 8.10.4.2 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.
- 8.10.4.3 The Sabbatical Leave Review Committee shall rank all sabbatical requests and forward them to the Superintendent/President for transmittal to the Board of Trustees.

8.10.4.4 The District shall provide five (5) sabbatical leaves according to the ranking of the Sabbatical Leave Review Committee and the provisions of this article. If fewer than five (5) requests for sabbatical leaves are received, the District shall provide leaves for the number requested. At its sole and exclusive discretion, the District may grant Sabbatical Leaves in excess of five (5) per year.

8.10.5 Agreement and Failure to Return

8.10.5.1 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.

8.10.5.2 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:

$$\begin{array}{ccccc} \text{Compensation} & & \text{Length of Actual} & & \text{Compensation} \\ \text{Received from} & - & \text{Service Following} & + & \text{Received from} \\ \text{District While on} & & \text{Sabbatical Leave} & & \text{District While on} \\ \text{Leave} & & \text{Length of Required} & & \text{Leave} \\ & & \text{Service} & & \end{array}$$

8.10.5.3 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.

8.10.5.4 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.

8.10.5.5 The District and the unit member shall execute a legally binding contract containing the conditions of the sabbatical leave. Five (5) working days prior to signing the proposed contract, a copy shall be forwarded to the President of the Association. Following the signing, a copy of the signed contract shall be forwarded to the President of the Association.

8.10.6 Compliance with Leave Conditions

Upon the completion of the sabbatical leave, the unit member shall submit to the District appropriate documentation showing completion of the purposes and activities for which said leave was granted.

#### 8.10.7 Salary While on Leave

While on leave full-time unit members shall receive as compensation 85% of their base salary for one (1) full contract year or 85% of their base salary for one-half (1/2) 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.

#### 8.10.8 Retirement Credit While on Leave

Pursuant to Section 8.10.7 above, an employee shall receive 85% of base salary while on sabbatical. Therefore, during the sabbatical period the employee will be credited with only 85% service time for retirement purposes. The employee and the District shall contribute their respective shares for the employee to receive 100% STRS service credit.

#### 8.10.9 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.

#### 8.10.10 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.

### 8.11 Unpaid Leaves

8.11.1 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 (1) calendar year. A unit member shall submit such request to the District at least four (4) weeks prior to the anticipated date on which the leave is to commence.

8.11.2 Unit members may be granted unpaid leave upon request by the Board of Trustees.

8.11.3 Unpaid leave may be granted a unit member for a period of up to one (1) 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.

8.11.4 The President of the College may grant, upon request, an unpaid leave of up to five (5) work days.

- 8.11.5 Such leaves are without compensation or credit toward service.
- 8.11.6 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.
- 8.11.7 Should the District deny a unit member an unpaid leave, the unit member may request, in writing, within ten (10) days of said denial, the reasons for the denial. The District shall respond, in writing, within ten (10) 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.

## 8.12 Catastrophic Leave

- 8.12.1 The parties agree to establish a catastrophic leave program to permit employees to donate eligible leave credits to an employee when that employee or a member of his or her family suffers from a catastrophic illness or injury. A catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee over an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Eligible leave credits means sick leave accrued to the donating employee.
- 8.12.2 Eligible leave credits may be donated to an employee for catastrophic illness or injury if all of the following requirements are met:
1. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness satisfactory to the Catastrophic Leave Committee. The Committee shall consist of one (1) representative from the District, specifically the Director of Human Resources, and one (1) representative from RHCFA.
  2. The Catastrophic Leave Committee determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
  3. The employee has exhausted all accrued paid leave credits.
- 8.12.3 If the transfer of eligible leave credits is approved by the Catastrophic Leave Committee, any employee may, upon written notice to the Committee, donate eligible leave credits.

- 8.12.4 The maximum amount of time for which donated leave credits may be used, is twelve (12) consecutive months.
- 8.12.5 Transfer of eligible leave credits shall be irrevocable. Unused donated leave credits shall be banked and used for the purposes set forth in this Section.
- 8.12.6 An employee who receives paid leave pursuant to this Section shall use any leave credits that he or she continues to accrue on a monthly basis prior to using donated paid leave.

## ARTICLE 9: EVALUATION PROCEDURES

- 9.0 At Rio Hondo College, evaluation of full-time contract unit members is the primary responsibility of the District, and the evaluation of full-time regular unit members is the primary responsibility of a peer review committee except as provided for herein. The District will evaluate part-time unit members.

### 9.1 Definition of Terms

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

#### 9.1.1 Authorized Evaluators

Division Deans  
Immediate Administrator, if not a division dean  
Appropriate Dean  
Executive Vice-President, Academic Services  
Peer Review Committee

#### 9.1.2 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 divisions/departments.

#### 9.1.3 Evaluation Visitation

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

#### 9.1.4 Consultation

A conference with a unit member following an evaluation visitation

#### 9.1.5 Formal Evaluation

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

#### 9.1.6 Evaluation Conference

A conference to review and sign the completed evaluation

#### 9.1.7 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.

**In Progress:** A rating that indicates that a unit member's evaluation is continuing subject to the completion of an academic support plan; or, failure to meet the February 28 timeline in the Peer Review Process.

9.1.8 Peer Review

A technique for evaluating the quality of performance of faculty, using faculty to evaluate other faculty and to provide for enhancing classroom teaching by giving feedback to one's colleagues.

9.1.9 Full-Time Contract Unit Members

Unit members who are employed by the District pursuant to the provisions of EC 87608, 87608.5 and 87609.

9.1.10 Full-Time Categorical Non-tenure Track Unit Members

Unit members employed by the District pursuant to the provisions of EC 87470.

9.1.11 Full-Time Regular Unit Members

Unit members employed by the District pursuant to the provisions of EC 87608, 87608.5 and 87609.

9.1.12 Part-Time Instructional Unit Members

Unit members who are employed pursuant to the provisions of EC 87482.5 and whose assignment is not more than 60%.

9.1.13 Part-Time Non-Instructional Unit Members

Unit members whose non-classroom assignment is based on hourly/weekly assignments and who are employed for 24 hours a week or less.

9.1.14 Student Instructional Report

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

9.1.15 Unit Member Requested Visitations

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



#### 9.1.16 Facilitator

For the term of this Agreement, the District will provide 40% assigned time to a unit member who will serve as a facilitator for unit members being reviewed. The facilitator shall receive from Human Resources a list of unit members to be evaluated, provide training for evaluator's and evaluatee's, monitor the process, ensure timelines are met, and verify completion of the peer review. A unit member shall not be a facilitator while on sabbatical leave.

### 9.2 General Evaluation Principles

- 9.2.1 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.
- 9.2.2 Data supporting the complete evaluation document shall be readily available to the parties in interest on a need-to-know basis.
- 9.2.3 All data used in the evaluation material shall be accurate and verified by the evaluator. Hearsay shall not be included in the evaluation material.
- 9.2.4 Evaluators shall consider the rights and responsibilities of unit members as outlined in Board Policy 2203, Academic Freedom, in developing evaluations.
- 9.2.5 In the absence of specific provisions in this evaluation article, the District shall exercise practices and procedures pursuant to and not in conflict with provisions of the Education Code.
- 9.2.6 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.
- 9.2.7 In assessing a unit member's performance, the administrative evaluator shall consider only the unit member's roles and responsibilities as identified in the Unit Member Evaluation Report (Appendix G) 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.
- 9.2.8 The authorized administrative evaluator shall have the opportunity for classroom or other appropriate visitations except for regular faculty, as provided for herein. 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 (1) 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.

- 9.2.9 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.
- 9.2.10 Lack of good faith participation in the peer review process by a unit member, as either an evaluator or evaluatee shall be a consideration in said unit member's evaluation.

### 9.3 Evaluation of Full-Time Regular Unit Members

Full-time regular unit members shall be evaluated no less than once every three (3) years. Unit members with assignments in more than one (1) division/department shall be formally evaluated in the department in which the greatest proportion of the assigned load exists. If a split assignment is of equal proportion, the unit member may initially select the division/department in which the evaluation will take place; thereafter, the division/department shall alternate.

#### 9.3.1 Administrative Review

Evaluation of full-time regular unit members is the primary responsibility of a peer review committee except as provided for herein. Administrative review begins at the request of a peer review committee in accordance with Article 9, section 9.3.2. When administrative review is required, the unit member will be evaluated in the same manner that a full-time first contract unit member is evaluated (Article 9, Section 9.5.1.5). The employment status of the unit member will be determined in the same manner as that of a full-time first contract unit member. When administrative review is requested, it shall follow format in Matrix B, 4 "Administrative (Optional)".

#### 9.3.2 Peer Review

For full-time regular unit members, peer review is the primary method of evaluation. The peer review process is summarized in Matrix B (see attachment entitled "Faculty Evaluation Process: Peer Review").

- 9.3.2.1 Committee Selection: The unit member to be evaluated shall select a peer review committee consisting of a minimum of two (2) faculty, one (1) of which must be regular full-time; the other may be a full-time contract faculty or a part-time faculty who has taught three (3) semesters at Rio Hondo. The committee will be mutually agreed upon by the District and the unit member. If mutual consent does not occur, the unit member shall select another committee. In the event that this committee is not mutually agreed upon, another committee

made up of faculty members selected by the unit member and one (1) selected by the District shall be formed. The unit member shall forward the names of the committee to the Office of Human Resources no later than November 1<sup>st</sup>. The committee notification shall be signed by

9.3.2.1.1 Unit members who do not have a committee approved by November 1<sup>st</sup>, will receive a letter from the Office of Human Resources informing them that they will be scheduled for Administrative Review in May if their peer reviews are not completed by March 31<sup>st</sup>. The Office of Human Resources will inform the unit member of the name of the evaluator. If the District is responsible for the committee not being approved, at steps 1 and 2 in the formation of that committee, the District shall select its committee member in step 3 by January 15<sup>th</sup>.

9.3.2.2 Process: In the Fall of the evaluation year, the committee shall meet with the unit member to agree upon the components of the review which shall consist of student evaluations which may consist of CAT's, and open-ended surveys at mid-semester and/or semester's end. These student evaluations may or may not be shared with the committee at the option of the unit member. The evaluation may consist of: a performance observation, teaching portfolio and/or professional growth plan. Should the unit member choose to have a performance observation, the observers will meet with the unit member within 10 working days to discuss the observation. When the unit member has completed his/her peer review plan (no later than February 28), the committee will reconvene to discuss the results of the plan. Following that meeting the committee will notify Human Resources that the evaluation is satisfactory.

9.3.2.2.1 Should the committee not forward a satisfactory by February 28<sup>th</sup>, the evaluation shall be considered to be "in progress". At this time, the committee shall meet with the unit member to develop an Academic Support Plan. The unit member and the committee shall meet before May 15 to decide if the Academic Support Plan has been completed. If the plan is completed, the committee will forward a satisfactory recommendation to the Office of Human Resources.

9.3.2.2.2 Should the plan not be completed, the unit member shall be evaluated during the first semester of the following year.

9.3.2.2.3 An "in progress" shall be considered an evaluation. Unit members designated as such shall continue through the two (2) year cycle as long as academic Support

Plans are in the Office of Human Resources. If the academic Support Plan is not on file by December 1st of the second year, the unit members will receive a letter from the Office of Human Resources that they will be scheduled for Administrative Review in the subsequent Fall semester per the first year contract evaluation process if their Peer Reviews are not completed by March 31st.

9.3.2.2.4 Unit members who have a committee approved by December 1st, who have not completed their peer review plan by February 28th, will receive a letter from the Office of Human Resources informing them that they will be scheduled for Administrative Review in May if their peer reviews are not completed by March 31st. The Office of Human Resources will inform unit member of the name of the evaluator.

9.3.2.3 In progress - Committee Selection: The unit member to be evaluated shall select a peer review committee consisting of a minimum of two (2) regular full-time faculty. The committee will be mutually agreed upon by the District and the unit member. If mutual consent does not occur, the unit member shall select another committee consisting of a minimum of two (2) regular full-time faculty. In the event that this committee is not mutually agreed upon, another committee made up of two (2) regular full-time faculty members selected by the unit member and one (1) selected by the District shall be formed. The unit member shall forward the names of the committee to the Office of Human Resources no later than December 1st. The notification shall be signed by the appropriate District representative.

9.3.2.3.1 Unit members who do not have a committee approved by December 1st, will receive a letter from the Office of Human Resources informing them they will be scheduled for Administrative Review in the subsequent Fall semester per the first year contract evaluation process if their Peer Reviews are not completed by March 31st. The Office of Human resources will inform the unit members of the name of the evaluator. If the District is responsible for the committee not being approved, at steps 1 and 2 in the formation of that committee, the District shall select its committee member in step 3 by January 15th.

9.3.2.4 Process: The committee shall meet with the unit member to agree upon the components of the review which shall consist of a performance observation and student evaluations which may consist of CAT's, and open-ended surveys at mid-semester, and/or semester's end. These student evaluations may or may not be shared with the

committee at the option of the unit member. The evaluation may consist of: a teaching portfolio and/or a professional growth plan. Following the performance observation, the observers will meet with the unit member within 10 working days to discuss the observation. When the unit member has completed his/her peer review plan (no later than December 15), the committee will reconvene to discuss the results of the evaluation. Following that meeting the committee will notify Human Resources that the evaluation is satisfactory.

9.3.2.4.1 Unit members who have a committee approved by December 1st, and who have not completed their peer review plan by December 15th, will receive letter from the Office of Human Resources informing them that they will be scheduled for Administrative Review in the subsequent Fall semester per the first year contract evaluation process if their peer reviews are not completed by March 31st. The Office of Human Resources will inform unit members of the name of the evaluator.

9.3.2.4.2 Should a satisfactory not be forwarded by December 15th, the evaluation shall be considered to be "in progress". At this time, the committee shall meet with the instructor to develop an Academic Support Plan. The instructor and the committee shall meet before May 15 to decide if the Academic Support Plan has been completed. If the plan is completed, the committee will forward a satisfactory recommendation to Human Resources.

9.3.2.4.3 Should the plan not be completed, administrative review shall be required in accordance with that identified in 9.5. Peer review shall no longer be continued. The District may meet with any or all peer committees involved in the evaluation of the unit member.

#### 9.4 Appeal Process

9.4.1 Should a unit member disagree with the administrative evaluator's written findings and recommendations, he/she may appeal to the appropriate Vice President. The appropriate Vice President 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.

9.4.2 Further appeal by the unit member or evaluator may be made to the President of the College whose decision shall be final.

9.4.3 During the appeal process, the unit member is entitled to representation by the

Faculty Association when meetings involve matters affecting the employment status between the unit member and the District.

- 9.4.4 Unit members may pursue alleged violations of the evaluation procedure as specified in this article through the grievance article contained in this Agreement.

## 9.5 Evaluation of Full-Time First Contract Unit Members

### 9.5.1 Administrative Evaluation

- 9.5.1.1 Full-time contract unit members shall be evaluated at least once in each academic year. The authorized evaluator shall be responsible for the evaluation process and the final evaluation report of unit members. The Division Dean or the immediate administrator for non-teaching unit members shall be the primary evaluator.
- 9.5.1.2 Unit members with assignment in more than one (1) department shall be formally evaluated in that department in which the greatest proportion of their assigned load exists. If a split assignment is of equal proportion, the unit member may initially select the division/department in which the evaluation will take place; thereafter, the division/department shall alternate. 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.
- 9.5.1.3 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.
- 9.5.1.4 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.

#### 9.5.1.5. Full-Time First Contract Unit Members

- 9.5.1.5.1 Full-time first contract unit members shall be evaluated during the first semester of their employment. This shall include at least two (2) visitations made prior to the end of the fall semester or the end 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 (1) 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.
- 9.5.1.5.2 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 as an indication of its receipt.
- 9.5.1.5.3 A full-time contract unit member initially hired in the second semester of any school year shall not be subject to the following Peer Review Procedures for said year.

#### 9.5.2 Peer Review

- 9.5.2.1 Peer review of a first contract unit member will be done in accordance with Matrix A and Flowchart A of the peer review process. (See attached entitled "Faculty Evaluation Process: Peer Review"). First contract faculty evaluations shall consist of three (3) observations: two (2), the first semester; the third, prior to February 15.
- 9.5.2.2 Committee Selection: The unit member to be evaluated shall select a peer review committee consisting of a minimum of two (2) regular full-

time faculty, one (1) of which must be in the same Faculty Service Area. The committee will be mutually agreed upon by the District and the instructor. If mutual consent does not occur, the unit member shall select another committee consisting of a minimum of two (2) regular full-time faculty, one (1) of which must be in the same Faculty Service Area. In the event that this committee is not mutually agreed upon, another committee made up of two (2) faculty members selected by the unit member and one (1) selected by the District shall be formed.

- 9.5.2.3 Process (full-time first contract unit members): Within the first four (4) weeks of the first semester, the committee shall meet with the unit member to discuss the required performance observations; the teaching portfolio; and the student evaluations which may consist of CAT's, open-ended survey at mid-semester, and semester's end questionnaire. These student evaluations may or may not be shared with the committee at the option of the unit member. At this time, the professional growth plan may also be discussed. After each performance observation, the observers will meet with the instructor within ten (10) working days to discuss the observation. The committee and unit member will meet no later than October 15th for a preliminary review. At that time, if improvement is needed, the committee shall meet with the unit member to develop an Academic Support Plan to be forwarded to the District. When the instructor has completed his/her peer review plan (no later than February 15), the committee will reconvene to discuss the results of the plan. Following that meeting, the committee will notify Human Resources that the evaluation is satisfactory. Should the committee not forward a satisfactory, a mutually agreed upon Academic Support Plan will be forwarded to the District. The timeline for completing this plan shall be contingent upon the instructor's employment status.

## 9.6 Evaluation of Full-Time Second Contract Unit Members

### 9.6.1 Administrative Evaluation

- 9.6.1.1. A full-time second contract unit member shall be evaluated prior to the end of the first semester of their second year of employment. This evaluation will include at least two (2) visitations for second year unit members and one (1) visitation for third year unit members 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.
- 9.6.1.2 Prior to the end of the first semester of the second contract year (second year of employment), 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.

## 9.6.2 Peer Review

- 9.6.2.1 Peer Review of a second contract unit member will be done in accordance with Matrix A and Flowchart B of the peer review process. Faculty evaluations shall consist of a performance observation during the first semester of the contract year; a teaching portfolio; and student evaluations which may consist of CAT's, open-ended survey at mid-semester and semester's end questionnaire. The evaluation may also consist of a professional growth plan.
- 9.6.2.2 Committee Selection: The unit member to be evaluated shall select a peer review committee consisting of a minimum of two (2) regular full-time faculty, one (1) of which must be in the same Faculty Service Area. The committee will be mutually agreed upon by the District and the unit member. If mutual consent does not occur, the unit member shall select another committee consisting of a minimum of two (2) regular full-time faculty, one (1) of which must be in the same Faculty Service Area. In the event that this committee is not mutually agreed upon, another committee made up of two (2) faculty members selected by the unit member and one (1) selected by the District shall be formed.
- 9.6.2.3 Process (Full-time second contract unit members): Within the first four (4) weeks of the first semester, the committee shall meet with the unit member to discuss the required performance observation; the teaching portfolio; and the student evaluations which may consist of CAT's, open-ended survey at mid-semester, and semester's end questionnaire. These student evaluations may or may not be shared with the committee at the option of the unit member. At this time the professional growth plan may also be discussed. After the performance observation, the observers will meet with the unit member within ten (10) working days to discuss the observation. The committee and instructor will meet no later than October 15th, for a preliminary review. At that time, if improvement is needed, the committee and the instructor will mutually agree upon an Academic Support Plan to be forwarded to the District. When the instructor has completed his/her peer review plan (no later than February 15), the committee will reconvene to discuss the results of the plan. Following that meeting, the committee will notify Human Resources that the evaluation is satisfactory. Should the committee not forward a satisfactory; an Academic Support Plan will be forwarded to the District. The timeline for completing this plan shall be contingent upon the unit member's employment status.

## 9.7 Evaluation of Full-Time Third Contract Unit Members

### 9.7.1 Administrative Evaluation

- 9.7.1.1. Full-time third contract unit members shall be evaluated prior to the end of the first semester of their third and fourth years of employment. This evaluation will include at least one (1) visitation 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.
- 9.7.1.2 Prior to the end of the first semester of the third and fourth years of employment, 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.

### 9.7.2 Peer Review

- 9.7.2.1 Peer Review of a full-time third contract unit member will be done in accordance with Matrix A and Flowchart B of the peer review process. Evaluations shall consist of a performance observation during the first semester of each contract year (the third and fourth years of employment); a teaching portfolio; and student evaluations which may consist of CAT's, open-ended survey at mid-semester and semester's end questionnaire. The evaluation may also consist of a professional growth plan.
- 9.7.2.2 Committee Selection: The unit member to be evaluated shall select a peer review committee consisting of a minimum of two (2) regular full-time faculty, one (1) of which must be in the same Faculty Service Area. The committee will be mutually agreed upon by the District and the unit member. If mutual consent does not occur, the unit member shall select another committee. In the event that this committee is not mutually agreed upon, another committee made up of two (2) faculty members selected by the unit member and one (1) selected by the District shall be formed.
- 9.7.2.3 Process (Full-time third contract unit members): Within the first four (4) weeks of the first semester, the committee shall meet with the unit member to discuss the required performance observation; the

teaching portfolio; and the student evaluations which may consist of CAT's, open-ended survey at mid-semester, and semester's end questionnaire. These student evaluations may or may not be shared with the committee at the option of the unit member. At this time the professional growth plan may also be discussed. After the performance observation, the observers will meet with the unit member within ten (10) working days to discuss the observation. The committee and unit member will meet no later than October 15th for a preliminary review. At that time, if improvement is needed, the committee will meet with the unit member to develop an Academic Support Plan to be forwarded to the District. When the instructor has completed his/her peer review plan (no later than February 15), the committee will reconvene to discuss the results of the plan. Following that meeting, the committee will notify Human Resources that the evaluation is satisfactory. Should the committee not forward a satisfactory; an Academic Support Plan will be forwarded to the District. The timeline for completing this plan shall be contingent upon the instructor's employment status.

## 9.8 Evaluation of Full-Time Categorical Non-tenure Track Unit Members

### 9.8.1 Administrative Evaluation

- 9.8.1.1 Full-time Categorical Non-tenure Track unit members shall be evaluated at least once in each academic year. The authorized evaluator shall be responsible for the evaluation process and the final evaluation report of unit members. The Division Dean or the immediate administrator for non-teaching unit members shall be the primary evaluator.
- 9.8.1.2 Categorical unit members with assignments in more than one (1) department shall be formally evaluated in that department in which the greatest proportion of their assigned load exists. If a split assignment is of equal proportion, the unit member may initially select the division/department in which the evaluation will take place; thereafter, the division/department shall alternate. Categorical 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.
- 9.8.1.3 The District shall notify the Categorical unit member of the identity of his/her evaluator by the end of the third week of the year during which the Categorical unit member will be evaluated if the evaluator is to be someone other than the immediate administrator. If the Categorical 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.

9.8.1.4 An evaluator shall hold an initial conference with the Categorical unit member to be evaluated prior to the end of the fifth week of the school year during which the Categorical unit member is to be evaluated. The evaluator shall provide to the Categorical 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 Categorical 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.

9.8.1.5. Full-Time Categorical Non-tenure Track First Year Unit Members

9.8.1.5.1 Full-time Categorical unit members shall be evaluated during the first semester of their employment. This shall include at least two (2) visitations made prior to the end of the fall semester or the end 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 Categorical unit member those areas where he/she has been deemed satisfactory as well as any specific suggestions for improvement, if any. At least one (1) visitation followed by a consultation shall also be made of each Categorical 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.

9.8.1.5.2 Prior to the end of each semester, an evaluation conference shall be scheduled. At this conference the Categorical 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 Categorical unit member is deemed overall satisfactory or unsatisfactory. The unit member shall sign the evaluation report as an indication of its receipt.

9.8.1.5.3 A full-time contract Categorical unit member initially hired in the second semester of any school year shall

not be subject to the following Peer Review Procedures for said year.

## 9.8.2 Peer Review

- 9.8.2.1 Peer review of a Categorical unit member will be done in accordance with Matrix A and Flowchart A of the peer review process. (See attached entitled "Faculty Evaluation Process: Peer Review"). Categorical faculty evaluations shall consist of three (3) observations: two (2), the first semester; the third, prior to February 15.
- 9.8.2.2 Committee Selection: The unit member to be evaluated shall select a peer review committee consisting of a minimum of two (2) regular full-time faculty, one (1) of which must be in the same Faculty Service Area. The committee will be mutually agreed upon by the District and the instructor. If mutual consent does not occur, the unit member shall select another committee consisting of a minimum of two (2) regular full-time faculty, one (1) of which must be in the same Faculty Service Area. In the event that this committee is not mutually agreed upon, another committee made up of two (2) faculty members selected by the unit member and one (1) selected by the District shall be formed.
- 9.8.2.3 Process (full-time Categorical unit members): Within the first four (4) weeks of the first semester, the committee shall meet with the unit member to discuss the required performance observations; the teaching portfolio; and the student evaluations which may consist of CAT's, open-ended survey at mid-semester, and semester's end questionnaire. These student evaluations may or may not be shared with the committee at the option of the unit member. At this time, the professional growth plan may also be discussed. After each performance observation, the observers will meet with the instructor within ten working days to discuss the observation. The committee and unit member will meet no later than October 15th for a preliminary review. At that time, if improvement is needed, the committee shall meet with the unit member to develop an Academic Support Plan to be forwarded to the District. When the instructor has completed his/her peer review plan (no later than February 15), the committee will reconvene to discuss the results of the plan. Following that meeting, the committee will notify Human Resources that the evaluation is satisfactory. Should the committee not forward a satisfactory; a mutually agreed upon Academic Support Plan will be forwarded to the District. The timeline for completing this plan shall be contingent upon the instructor's employment status.

## 9.9 Evaluation of Full-Time Categorical Non-tenure Track Second Year Unit Members

### 9.9.1 Administrative Evaluation

- 9.9.1.1. A full-time second contract Categorical unit member shall be evalu-

ated prior to the end of the first semester of their second year of employment. This evaluation will include at least two (2) visitations for second year unit members 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.

- 9.9.1.2 Prior to the end of the first semester of the second contract year (second year of employment), an evaluation conference shall be scheduled. At this conference, the Categorical 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 Categorical unit member is deemed overall satisfactory or unsatisfactory. The Categorical unit member shall sign the evaluation report as an indication of its receipt.

## 9.9.2 Peer Review

- 9.9.2.1 Peer Review of a second contract Categorical unit member will be done in accordance with Matrix A and Flowchart B of the peer review process. Faculty evaluations shall consist of a performance observation during the first semester of the contract year; a teaching portfolio; and student evaluations which may consist of CAT's, open-ended survey at mid-semester and semester's end questionnaire. The evaluation may also consist of a professional growth plan.
- 9.9.2.2 Committee Selection: The Categorical unit member to be evaluated shall select a peer review committee consisting of a minimum of two (2) regular full-time faculty, one (1) of which must be in the same Faculty Service Area. The committee will be mutually agreed upon by the District and the Categorical unit member. If mutual consent does not occur, the unit member shall select another committee consisting of a minimum of two (2) regular full-time faculty, one (1) of which must be in the same Faculty Service Area. In the event that this committee is not mutually agreed upon, another committee made up of two (2) faculty members selected by the unit member and one (1) selected by the District shall be formed.
- 9.9.2.3 Process (Full-time second contract Categorical unit members): Within the first four (4) weeks of the first semester, the committee shall meet with the Categorical unit member to discuss the required performance observation; the teaching portfolio; and the student evaluations which may consist of CAT's, open-ended survey at mid-semester, and semester's end questionnaire. These student evaluations may or may not be shared with the committee at the option of the unit member. At this time the professional growth plan may also be discussed. After the performance observation, the

observers will meet with the Categorical unit member within ten working days to discuss the observation. The committee and instructor will meet no later than October 15th, for a preliminary review. At that time, if improvement is needed, the committee and the instructor will mutually agree upon an Academic Support Plan to be forwarded to the District. When the instructor has completed his/her peer review plan (no later than February 15), the committee will reconvene to discuss the results of the plan. Following that meeting, the committee will notify Human Resources that the evaluation is satisfactory. Should the committee not forward a satisfactory; an Academic Support Plan will be forwarded to the District. The timeline for completing this plan shall be contingent upon the unit member's employment status.

#### 9.10 Evaluation of Full-Time Categorical Non-tenure Track Beyond Second Year Unit Members

##### 9.10.1 Administrative Evaluation

9.10.1.1 A full-time contract Categorical unit member continuing employment beyond two (2) years, shall be evaluated every year thereafter for the length of their employment, utilizing the evaluation process in 9.9, except that he/she will have only (1) visitation during the Fall semester.

##### 9.10.2 Peer Review

9.10.2.2 A full-time contract Categorical unit member continuing employment beyond two (2) years shall be evaluated every year thereafter for the length of their employment, utilizing the evaluation process in 9.9.

#### 9.11 Evaluation of Part-Time Instructional and Part-Time Non-Instructional Unit Members

##### 9.11.1 Administrative Evaluation

9.11.1.1 Part-time employees shall be evaluated within the first year of employment. Thereafter, evaluation shall be at least once every six (6) regular semesters or once every nine (9) regular quarters, as applicable. 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 Division Dean 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 G which are appropriate to the assignment of the unit member. Unit members with assignments in more than one (1) department shall be evaluated in that department in which the greatest proportion of the assigned load exists. If a split assignment is of equal proportion, the unit member may initially select the

division/department in which the evaluation will take place; thereafter, the division/department shall alternate. Unit members may be visited by the authorized evaluator(s) of the other department(s) in which said unit member has an assignment.

- 9.11.1.2 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 G) 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 G) and such other criteria as shall be mutually determined.
- 9.11.1.3 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.
- 9.11.1.4 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 with 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.
- 9.11.1.5 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 required by statute.

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



## 9.12 Student Instructional Report

Student input is incorporated in the administrative evaluations as follows:

- 9.12.1 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.
- 9.12.2 The District shall process the Student Instructional Reports and promptly return the reports and analyses to the unit members and analyses to the evaluator, when appropriate. It is suggested that they be administered between the twelfth and fourteenth week of instruction to allow adequate time for processing and inclusion in the overall evaluation.
- 9.12.3 Student input shall be gathered using the format in Appendix F. The evaluator shall handle the administration of the Student Instructional Reports.
- 9.12.4 The analyses of the Student Instructional Reports shall be required by the evaluator for inclusion in the overall assessment of full-time contract teaching unit members and part-time instructional unit members with less than five (5) semesters teaching in the District.
- 9.12.5 For part-time instructional unit members who have completed four (4) semesters teaching in the District and have been deemed satisfactory on the most recent evaluation, the Student Instructional Reports and Analyses shall be provided to the unit members only.

## 9.13 Employment Status

A result of the administrative evaluation and peer review will be a recommendation regarding the employment status of a unit member. When appropriate, the District and the peer review committee will meet as needed to discuss the result of the evaluation of a unit member. After consultation, a recommendation of the employment status of a unit member shall be determined as follows:

- 9.13.1 If the District recommends the non-reemployment of a contract employee and the peer review committee recommends the reemployment of said employee, the District's recommendation shall prevail.
- 9.13.2 If the District recommends reemployment of a contract employee and the peer review committee non-reemployment of said employee, the District will extend the contract of said employee until the end of the third contract at which time the District's recommendation prevails.
- 9.13.3 The District's recommendation with respect to employment status of a part-time employee shall prevail at all times.

FACULTY EVALUATION PROCESS: PEER REVIEW  
Non-Tenured

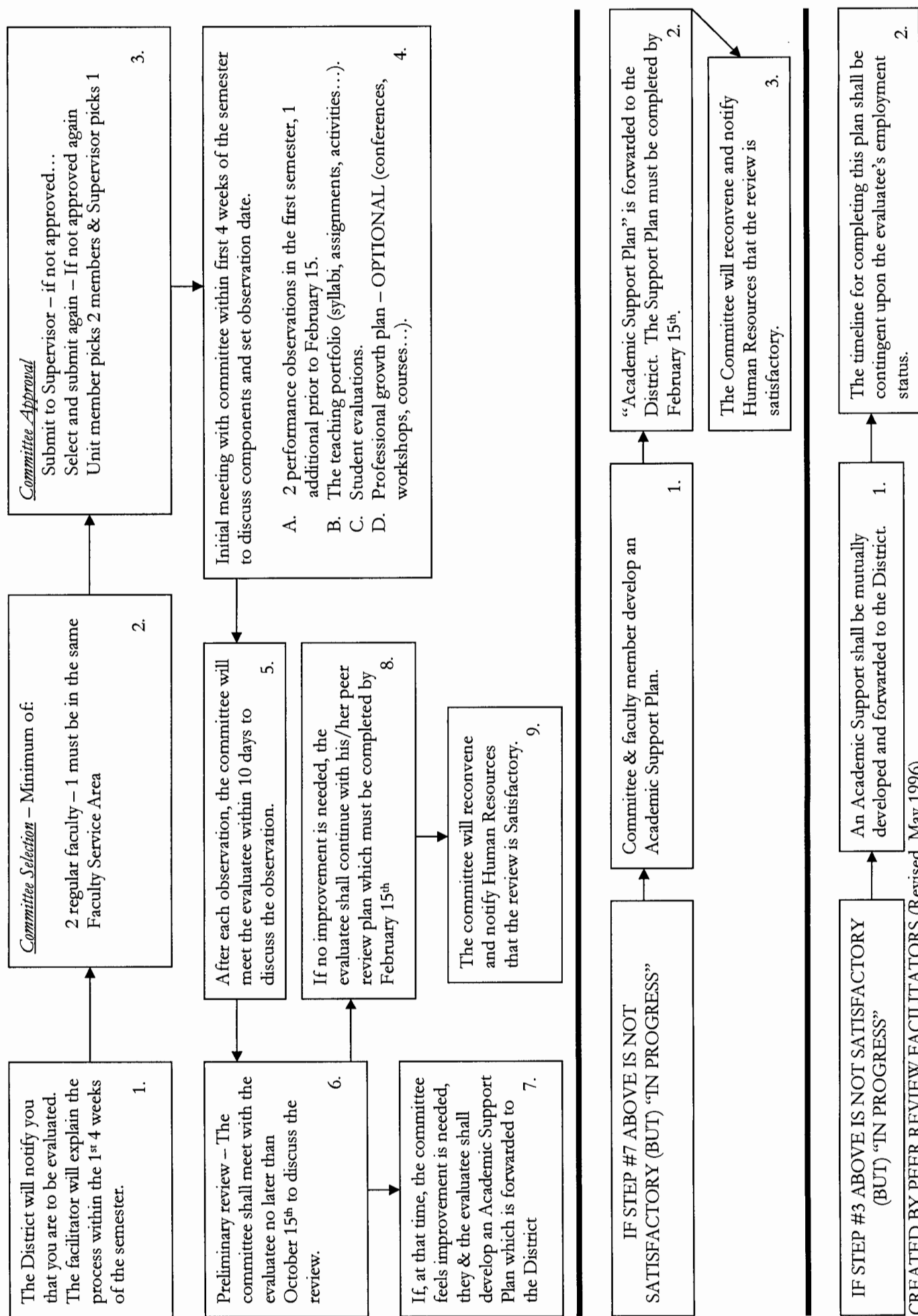
MATRIX A

INPUT →	1. Peers (Required)	2. Students (Required)	3. Admins. (Required)
<p>Who: NON TENURED →</p> <p>What: Required: All of the input in the columns shown →</p> <p>When: In accordance with evaluation article</p>	<p>Menu: 2 or more, below. A.B. required; C optional</p> <p>A. Class Observation -- Goals meeting -- Observation -- De-Brief/ Response (Peer Team)</p> <p>B. Teaching Portfolio Review/Comments by Peer Team</p> <p>C. Professional Growth Plan, Review/Comments by Peer Team</p>	<p>Menu: 1 required, A and/or B, below</p> <p>A. CATs (3-4 sets) (Classroom Assess. Techniques)</p> <p>B. Mid-Way or semester's end, Open-ended Survey</p>	<p>Menu: A and B required</p> <p>A. Performance Observation -- Goals meeting -- Observation -- De-Brief/ Response</p> <p>B. Student Evaluation</p>

# PEER REVIEW PROCESS – FIRST CONTRACT (YEAR ONE)

Flow Chart A

## BEGINNING OF THE FIRST SEMESTER

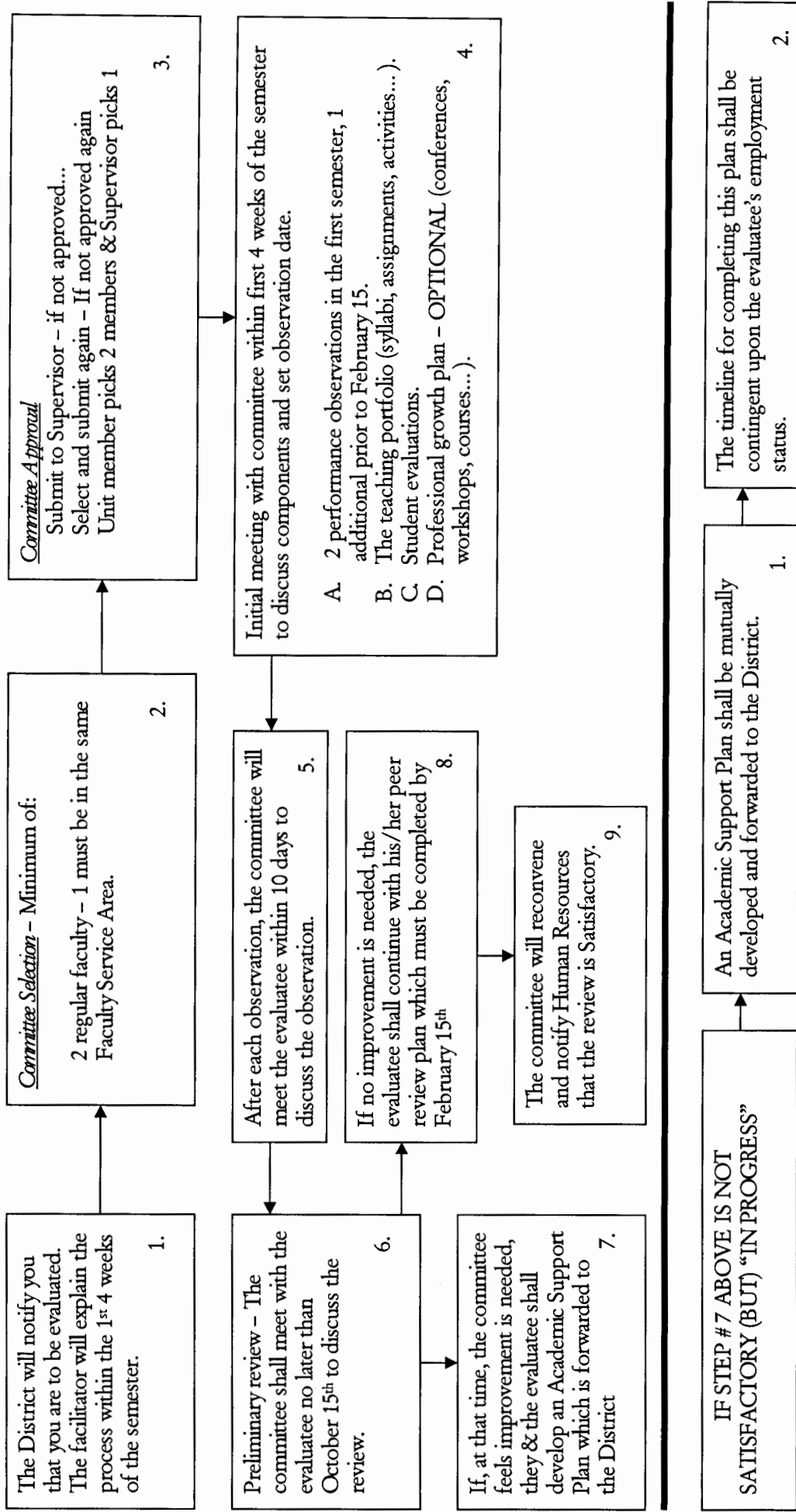


CREATED BY PEER REVIEW FACILITATORS (Revised, May 1996)

# PEER REVIEW PROCESS – SECOND CONTRACT (YEAR 2) & THIRD CONTRACT (YEAR 3 & 4)

Flow Chart B

## BEGINNING OF THE FIRST SEMESTER



CREATED BY PEER REVIEW FACILITATORS (Revised, May 1996)

FACULTY EVALUATION PROCESS: PEER REVIEW  
Tenured

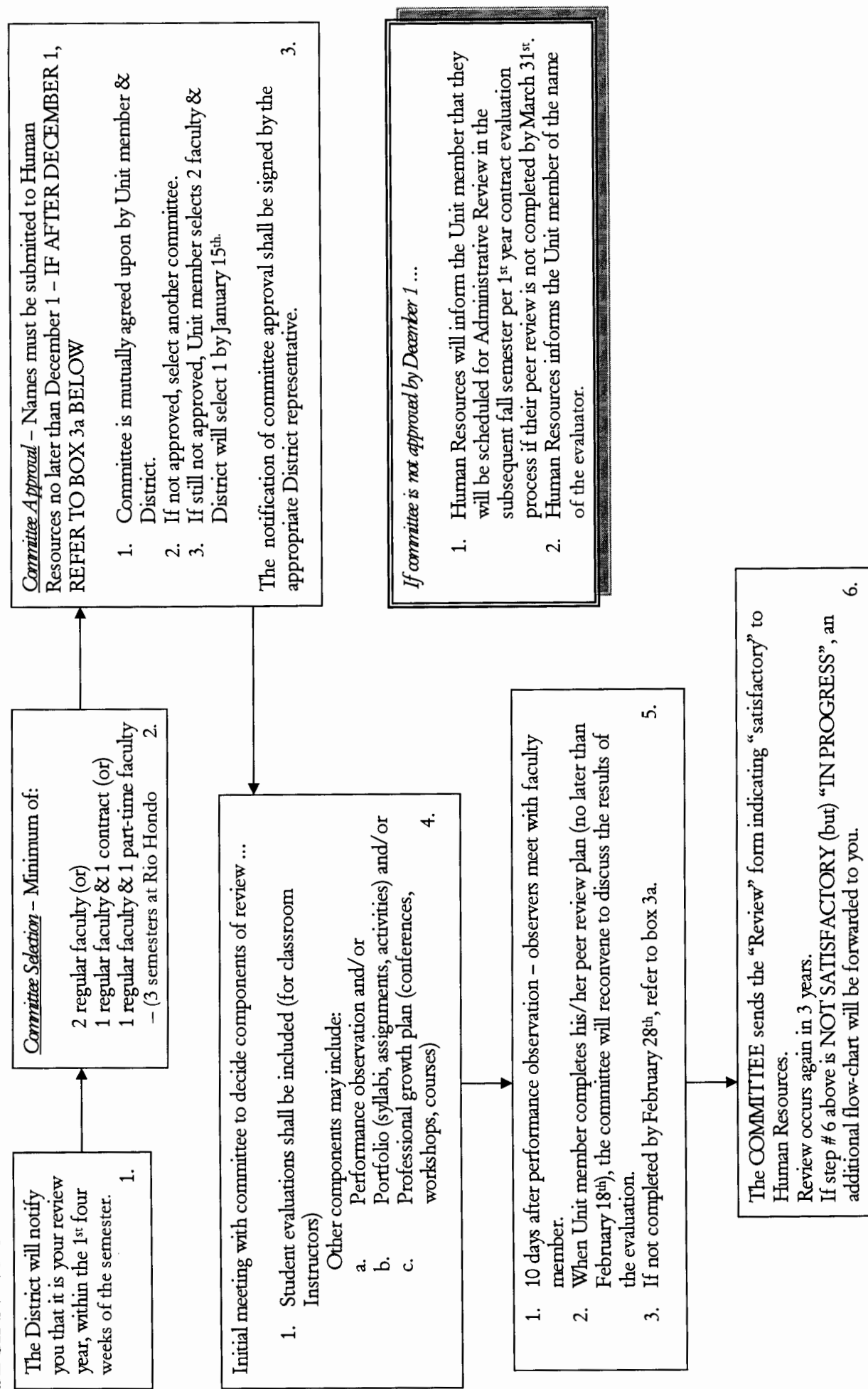
MATRIX B

INPUT	1. Self (Optional)	2. Peers (Required)	3. Students (required) (Anonymous input)	4. Admins. (Optional)
<p>Who: TENURED →</p> <p>What: Required: (Columns 2 and 3)</p> <p>Optional: (Column 1 and/or 4)</p> <p>When: Once every 3 years</p>	<p>Menu: A and/or B</p> <p>A. Teaching Portfolio: -- Syllabi -- Assignments -- CAT samples -- Observation -- Response</p> <p>B. Professional Growth Plan: -- Flex Projects -- Classroom Pilot -- Conference -- Study Learning Updates in Discipline or Program</p>	<p>Menu: 1 or more, A-C below, with Peer Team</p> <p>A. Performance Observation -- Goals meeting -- Observation -- De-brief -- Response</p> <p>B. Teaching Portfolio: -- Response</p> <p>C. Professional Growth Plan: -- Response</p>	<p>Menu: 1 or more, A-D, below</p> <p>A. CATs (3-4 sets) (Classroom Assess. Techniques)</p> <p>B. Mid-Way, Open-Ended 20" Survey</p> <p>C. Semester's End Questionnaire (as revised by departments)</p> <p>D. Any of above in Teaching Portfolio</p> <p>(Student input is always anonymous.)</p>	<p>Menu: A and/or B</p> <p>A. Mutually designed Professional Growth Plan</p> <p>B. Performance Observation -- Goals Meeting -- Observation -- De-brief/Response</p>

# PEER REVIEW PROCESS – REGULAR FACULTY (FULL TIME, TENURED)

Flow Chart C

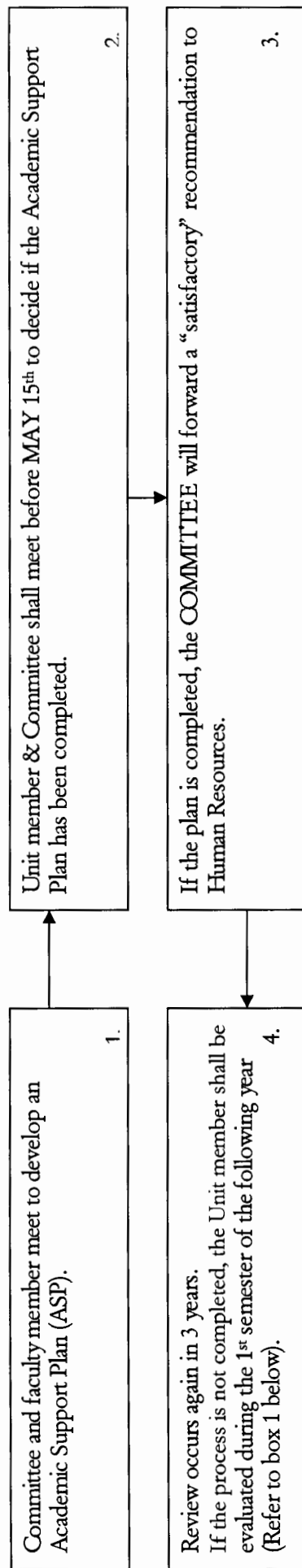
BEGINNING OF FALL SEMESTER – COMPLETE BEFORE FEBRUARY 28<sup>TH</sup>



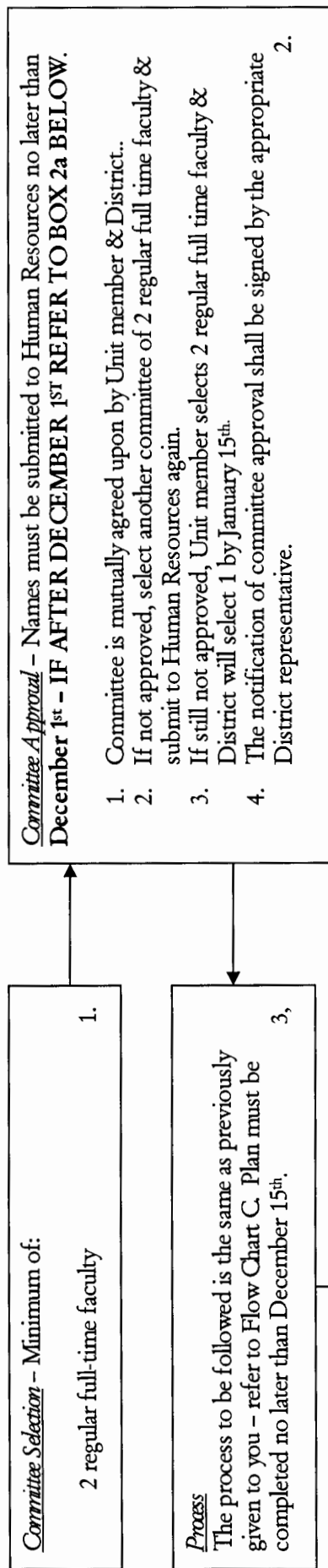
# PEER REVIEW PROCESS – REGULAR FACULTY (FULL-TIME, TENURED)

Flow Chart D

## BEGINNING OF SPRING SEMESTER – “IN PROGRESS” – COMPLETE BEFORE MAY 15<sup>TH</sup>



## BEGINNING THE FALL SEMESTER – “IN PROGRESS” (now considered an EVALUATION) COMPLETE BEFORE DECEMBER 1<sup>ST</sup>



If committee is not approved by December 1 ...

1. Human Resources will inform the Unit member that they will be scheduled for Administrative Review in the subsequent fall semester per 1<sup>st</sup> year contract evaluation process if their peer review is not completed by March 31.
2. Human Resources informs the Unit member of the name of the evaluator. 2a.

Should a “satisfactory” not be forwarded by December 15<sup>th</sup>, the evaluation shall be considered “in progress”. The process repeats and must be completed by May 15<sup>th</sup>. If completed, “satisfactory” is sent to Human Resources. If a plan is not completed by May 15<sup>th</sup>, Administrative review will be required. 5.

CREATED BY PEER REVIEW FACILITATORS (Revised August 2005)

## **ARTICLE 10: PERSONNEL FILES**

- 10.1 One (1) 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).
- 10.2 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. Derogatory material shall be placed in a unit member's personnel file within three (3) calendar months of the incident giving rise to said material, or within three (3) calendar months of District receipt of said material from an outside source under the applicable statutes of limitations. 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 (4) years from the date of filing.
- 10.3 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.
- 10.4 The 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.
- 10.5 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.
- 10.6 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.
- 10.7 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) work days the reasons for not placing such material in the file.



- 10.8 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 11: REASSIGNMENT & TRANSFER PROCEDURE

### 11.1 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.

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

#### 11.1.3 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 Equal Employment Opportunity policy, to accommodate space limitations, or to provide for the staffing of new or changing curricula or student services.

#### 11.1.4 Criteria for Reassignment

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

11.1.4.1.1 The educational needs of the District; and

11.1.4.1.2 The abilities, skills, and knowledge of the affected unit member as such relate to the proposed reassignment

11.1.4.2 In the event more than one (1) 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.

11.1.4.3 The District will attempt to give approximately a one (1) semester advance notice to a unit member being reassigned at the District's option because of programmatic changes. However, if a District-initiated reassignment is the result of other causes, the unit member 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.

11.1.4.4 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.

11.1.5 District Wide Seniority

District wide seniority, for the purpose of this article, shall be the date of first paid service in an academic position pursuant to Education Code.

11.1.6 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).

11.1.7 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.

11.2 Transfer

11.2.1 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.

11.2.2 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 the Executive Vice-President, 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.

### 11.2.3 Criteria for Transfer

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

11.2.3.1.1 The educational needs of the District; and

11.2.3.1.2 The abilities, skills, and knowledge of the unit member as such relate to the proposed transfer

11.2.3.2 In the event more than one (1) 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.

11.2.3.3 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.

### 11.2.4 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 Equal Employment Opportunity policy, to accommodate space limitations, or to provide for the staffing of new or changing curricula or student services.

### 11.2.5 District Wide Seniority

District wide seniority, for the purpose of this Article, shall be the date of first paid service in an academic position pursuant to Education Code.

### 11.2.6 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).

11.2.6.1 Specialized Training Program

In instances of involuntary transfer into an assignment area which the bargaining unit member has not taught during the past (10) years, with at least thirty (30) calendar days of advance notice, the retraining provisions of this Article shall apply. If the advance notice into an assignment area which the bargaining unit member has not taught during the past ten (10) years does not provide thirty (30) calendar days of advance notice, the District and the unit member shall attempt to agree on more specialized retraining than the provisions contained in this Article; such specialized provisions may include up to one (1) semester of retraining, depending on the individual circumstances involved.

11.2.7 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**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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, gender, religion, or sexual orientation (Government Code §12940 et seq).

## **ARTICLE 14: SAFETY CONDITIONS OF EMPLOYMENT**

- 14.1 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.
- 14.2 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.
- 14.3 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 (1) work day of knowledge of the incident giving rise to the injury or within one (1) work day of knowledge that the incident resulted in injury.
- 14.4 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 the Executive Vice-President, 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

- 15.1 The Association shall have the right to represent unit members in their employment relations with the District.
- 15.2 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.
- 15.3 The Association may use bulletin boards designated for their use by the Superintendent/President or his/her designee. Prior to posting, a copy of the communication shall be furnished to the Superintendent/President 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.
- 15.4 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/President or his/her designated representative.
- 15.5 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.
- 15.6 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 (2) copies of the agenda for meetings of the Board of Trustees plus all supportive non-confidential information.
- 15.7 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.
- 15.8 The District shall provide one (1) 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.
- 15.9 Organizational Security
  - 15.9.1 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 15.9.2 and 15.9.3 below.

15.9.2 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 the legally chargeable collective bargaining expense portion of unified membership dues, initiation fees, and general assessments, payable to the Association in one (1) 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 Section 15.9.1 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 Section 15.9.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided for in Education Code Sections 87833 and 87834 and in the same manner as set forth in Section 15.9.1 of this article. There shall be no charge to the Association for such mandatory agency fee deductions.

15.9.3 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 (1) of the following nonreligious, nonlabor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code: American Heart Association, City of Hope, Rio Hondo College Foundation.

15.9.3.1 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 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 15.9.1 and 15.9.2 of this article. Proof of payment shall be in the form of receipts and/or canceled 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 15.9.2 above. The Association shall have the right of inspection in order to review said proof of payment.

- 15.9.3.2 Any unit member making payments as set forth in Sections 15.9.3 and 15.9.3.1 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.
- 15.9.4 With respect to all sums deducted by the District pursuant to Sections 15.9.1 and 15.9.2 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.
- 15.9.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 15.9.6 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.
- 15.10 Upon written authorization from a unit member who is a regular or contract employee on a greater than 60% 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.
- 15.11 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.

- 15.12 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.
- 15.13 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.

### 16.1 Definitions

- 16.1.1 A "grievance" is a formal, written allegation by a unit member, or by the Association on behalf of a unit member, that he/she has been adversely affected by a violation of a specific provision of this Agreement.
- 16.1.2 A "work day" is a day of the unit member's contractual service to the District.
- 16.1.3 The "immediate supervisor" is the first-level manager having line authority over the grievant and who has the authority to adjust the grievance.
- 16.1.4 A "grievant" is a unit member or the Association filing a grievance.
- 16.1.5 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.
- 16.1.6 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.

### 16.2 General Provisions

- 16.2.1 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.
- 16.2.2 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 (1) 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 (1) or more unit members.
- 16.2.3 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.
- 16.2.4 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.

- 16.2.5 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.
- 16.2.6 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.
- 16.2.7 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.
- 16.2.8 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.
- 16.2.9 Forms necessary for the grievance procedure shall be prepared by the District and shall be given appropriate distribution to facilitate the grievance procedure.
- 16.2.10 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.
- 16.2.11 The grievant shall be present at each step of the grievance procedure except as may be limited in 2 above.
- 16.2.12 Representation on behalf of either party may begin at Step I of the grievance procedure at the option of either party.
- 16.2.13 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.
- 16.2.14 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.
- 16.2.15 The grievance shall be terminated if the grievant fails to comply with the time limits.
- 16.2.16 The grievant may appeal the grievance to the next step in the grievance procedure if the District fails to comply with the time limits.

- 16.2.17 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.
- 16.2.18 No party in interest shall take reprisals against any other party in interest by reason of such participation.
- 16.2.19 The Association Grievance Chair shall have twenty percent (20%) assigned time based on a forty-three, point seventy-five (43.75) hour week to process grievances.

### 16.3 Procedures

#### 16.3.1 Step I

Within twenty (20) work days of the event or within twenty (20) 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.

#### 16.3.2 Step II

Within thirty (30) work days of the event or within thirty (30) 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.

#### 16.3.3 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 (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.

#### 16.3.4 Step IV

##### 16.3.4.1 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.

##### 16.3.4.2 Selection of Arbitrator

16.3.4.2.1 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 (1) remains.

16.3.4.2.2 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.

##### 16.3.4.3 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.

#### 16.3.4.4 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.

16.3.4.4.1 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.

16.3.4.4.2 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 1 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.

- 16.3.4.4.3 The arbitrator may hear and determine only one (1) 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.

16.3.5 Step V

16.3.5.1 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.

16.3.5.2 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.

16.3.5.3 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.

16.3.5.4 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.

16.3.5.5 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 as provided in Section 16.2.19 to one (1) authorized representative of the Association so that the session can be accommodated within regular business hours.

16.3.5.6 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.

16.3.5.7 No Reprisal

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

16.3.5.8 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.

16.3.5.9 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**

- 17.1 The Association agrees to submit its initial proposal for a successor agreement to the District no sooner than eight (8) months before this Agreement expires.
- 17.2 Within two (2) 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.
- 17.3 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**

- 18.1 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.
- 18.2 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.
- 18.3 If any provision of this Agreement is in conflict with a newly enacted state or federal statute, the parties shall meet within thirty (30) days of a written request of either party to the other.

## **ARTICLE 19: EFFECT OF AGREEMENT**

- 19.1 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.
- 19.2 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.
- 19.3 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.

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 The retraining program described in Article 11 shall be applicable to laid-off unit members.
- 20.8 Except as provided for in 20.5 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.
- 20.9 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**

- 21.1 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.
- 21.2 In accordance with Section 87743.2 of the Education Code, the faculty service areas are attached as Appendix I.
- 21.3 A faculty member shall be competent to serve in a faculty service area if:
  - 21.3.1 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
  - 21.3.2 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 an academic capacity prior to July 1, 1990.
- 21.4 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**

### **22.1 Retiree Health Benefits**

All those who retire from Rio Hondo pursuant to the vesting requirements of the California Public Employee Retirement System [as long as Rio Hondo is a participant in the California Public Employee Retirement System (CalPERS) Health Benefit Program] will be entitled to at least the minimum contribution required by Government Code section 22892 (b) (1). It is a precondition of participation in the PERS Health Benefit Program acknowledged by the District and the Rio Hondo College Faculty Association.

- 22.1.1 The employee and dependent are enrolled in a plan at the time the unit member terminated employment with the District.
- 22.1.2 The employee 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.
- 22.1.3 The employee is 55 years of age and older and has rendered a minimum of fifteen (15) years of service to the District.
- 22.1.4 Supplemental benefits from the District are available only in the event that a retiree is not eligible for comparable coverage with a subsequent employer.

### **22.2 Supplemental Retiree Health Program**

- 22.2.1 Over and above the minimum required contribution for retirees, the District and RHCFA have established a supplemental retiree health program. This program would not be subject to the regulation of PEMHCA. The vesting requirement for these supplemental health benefits will be fifteen (15) years. For those current employees who are vested or partially vested under the prior number of required years (five) but who cannot complete the fifteen (15) years prior to reaching the age of 62, the District will make a transition exception for those who meet the minimum requirements for STRS retirement, and are no less than 62 upon retirement from the District. In other words, if a unit member were already vested with five (5) years of credit, age 57, and elected to retire at age 62, even though he had only a total of ten (10) years service credit, that unit member would be provided the supplemental benefits.
- 22.2.2 The fifteen (15) year vesting requirement must be STRS credited years of service that the regular employee worked with Rio Hondo as set out in 22.2.1. Purchased additional retirement service credit from STRS or PERS shall not be eligible as earned service. No partial credit will be available. The full fifteen (15) years are required for the dollar amounts for coverage set out at the time of retirement. These requirements shall be the same for all regular employees in the RHCFA bargaining unit.

- 22.2.3 The supplemental coverage will be limited to the qualifying employee and one (1) dependent that must be in dependent status at the time of the retirement (spouse or domestic partner). Dependents may not be changed after the date of retirement. It is recognized that PERS regulations allow dependent change after retirement and this agreement is not intended to impact the minimum contribution requirements of Government Code section 22892 (b) (1). If the retiree elects to change dependents as set out above, the retiree will be limited only to single-party coverage.
- 22.2.4 The supplemental coverage for employees retiring prior to Medicare eligibility will be limited to the dollar amount then current to be applied toward PERS Choice (or the equivalent coverage outside of PERS) if the employee elects to insure a dependent; or PERS CARE (or the equivalent coverage) if the employee alone is insured.
- 22.2.5 The supplemental coverage for employees retiring on or after the age of Medicare eligibility will be limited to the dollar amount then current to be applied toward a Medicare supplement that brings overall coverage to the PERS Care Benefit levels (not necessarily PERS Care).
- 22.2.6 To be eligible for the supplemental retiree health benefits plan, an employee must apply to Medicare at retirement when eligible and be in compliance with CalPERS regulations.
- 22.2.7 Employees who are eligible for supplemental retiree health benefits at the time of retirement will be provided the option of electing supplemental health benefits or a lump sum buyout at \$20,000 at time of retirement.
- 22.2.7.1 Those who qualify for the supplemental benefit plan may insure one (1) dependent that must be in dependent status at the time of the retirement (spouse or domestic partner). Dependents may not be changed after the date of retirement. It is recognized that PERS regulations allow dependent change after retirement and this agreement is not intended to impact the minimum contribution requirements of Government Code section 22892 (b) (1). If the retiree elects to change dependents as set out above, the retiree will be limited only to single-party coverage.

Those who qualify for the supplemental benefit plan and who retire before they reach the required Medicare age will remain on the District plan at the same rate paid for active employees for that plan. Retirees, upon attaining the Medicare age, shall be enrolled in a supplementary Medicare Plan and shall submit a copy of their Notice of Medicare Entitlement letter or a photo copy of their Federal Medicare card to PERS.

## 22.3 Prefunding Election for Supplemental Benefits Required for New Employees

- 22.3.1 New employees (those hired on or after June 30, 2005) will be provided the

option of electing supplemental retiree health benefits or waiving them. These employees would continue to be eligible for the PERS minimum contribution as required by Government Code section 22892 (b) (1) regardless of their willingness to participate in the supplemental retiree health benefit program. Those employees electing to participate in supplemental retiree health benefits will be required to pay five percent (5%) of the employee's salary for fifteen (15) years or as otherwise determined adequate every three (3) years by a qualified actuary, who shall be appointed by mutual agreement of the District and RHCFA. It is intended that this five percent (5%) will cover half of the cost of prefunding the employee's postretirement health benefits. The District will have the responsibility of funding the remaining half by any system of funding which the District may elect.

22.3.2 An employee may elect to defer the decision to participate in the supplemental benefit program for up to five (5) years but must have completed the entire required amount of the pre-funding payments upon choosing to enroll within fifteen (15) years. If it is determined by the actuary as part of the three (3) year review the yearly contribution amount needs to be raised or lowered, that new amount shall be required of those already contributing. Any overage or underage, at the time of the actuarial study will be amortized and adjusted to the balance of the employee's contribution years. Employees, who have opted not to pay in during the first five (5) years, will have a pay-in amount adjusted to cover the period up to the actual start date of paying in.

22.3.3 If an employee leaves Rio Hondo College for any reason prior to qualifying for supplemental retiree health benefits, he or she is entitled to the return of the dollar amount he or she actually paid into the pre-funding program (not intended to include earnings on the money).

#### 22.4 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 (10) years, may be reemployed by the District under a consulting contract subject to the following regulations:

22.4.1 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.

22.4.2 The initial period of a consultancy contract shall not exceed two (2) 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 (5) years or until the retired employee reaches age 70, whichever comes first.

22.4.3 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.

- 22.4.4 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.
- 22.4.5 The actual days of work or specific teaching assignment shall be determined by the District after consultation with the consultant.
- 22.4.6 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.
- 22.4.7 A form is available in the Office of Human Resources 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.

## **ARTICLE 23: INTELLECTUAL PROPERTY**

### **23.1 Purpose**

The District and the RHCFA have a mutual interest in establishing an environment that encourages creativity and innovation of faculty members in developing instructional materials and excellence in their field of specialty. To pursue that goal, this Article will identify the owners of the copyrights to certain works that may be created by faculty members, and to identify the uses that may be made of those works by faculty members and the District.

### **23.2 Definitions**

23.2.1 "Works" means any material that is eligible for copyright protection including (but not limited to) instructional materials in all media forms (e.g., syllabi, lectures, student exercises, computer software, web-based activities, textbooks, study materials, course management tools and tests) books, articles, dramatic and musical compositions, poetry, narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography.

23.2.2 "License" means permission to use a work. A "non-exclusive license" is one (1) that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.

### **23.3 Ownership of Copyrights**

#### **23.3.1 Ownership by faculty members**

The Collective Bargaining Agreement ("The CBA") between the Faculty and the District obligates the Faculty Member to teach their assigned courses, and perform other duties, according to the terms set forth in the CBA. The District, however, acknowledges that the terms of the CBA are not intended and shall not be construed to grant any ownership rights to any materials produced by the Faculty in furtherance of these duties; and that the District does not have an interest under The CBA in any copyrights to work created by the Faculty Members in support of or related to their performance of instructional or other duties, including both classroom and distance education.

All copyrights to works created by faculty members shall be owned by the Faculty Member or Members who created the works, even if those works are created in connection with courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment, unless the work is created under the exceptional circumstances set forth in Section 2.a. or 2.b. below.

### 23.3.2 Ownership by the District

23.3.2.1 The District will own the copyright to any work or other materials that is created for the purpose of being a part of (i) the documentation of curriculum of the District, such as a course outline or description; (ii) an information publication or promotional materials of the college, such as catalogs, class schedules, or advertisements; or (ii) an administrative policy of the District.

23.3.2.2 The Faculty and the District foresee a potential mutual interest for the District to provide additional support in the form of extraordinary financial, staff, technical or other resources, or release time, in order to sponsor work to be created by a Faculty Member in addition to his or her obligations under the CBA. In such a case, the District and the faculty member enter into an express written agreement regarding the ownership of the copyright of the work. In order that the District acquire any ownership rights to the copyright in said work, the agreement must

23.3.2.2.1 Be made prior to substantial completion of the work;

23.3.2.2.2 Set forth a description of the work to be created and a specific time period in which the work that gives rise to the copyright is to be created;

23.3.2.2.3 Set forth the proportional ownership of the copyright, the terms of use of the work;

23.3.2.2.4 Include an express waiver by the faculty member of the rights in the copyright to which the member would otherwise be entitled under this article.

This paragraph shall not be construed to grant the District any copyright in any work absent such an express written agreement. The faculty member shall own the rights to any copyright for work related to, but not included in the description in said agreement or primarily created outside the period of time set forth in the agreement.

### 23.4 Permitted uses

#### 23.4.1 Use of work when copyright is owned by faculty member

##### 23.4.1.1 Uses by Faculty

The District acknowledges that faculty members may use works whose copyrights they own in any way not in violation of any

currently existing District Policy, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to faculty members, without any further authorization from the District. The District may not be required to pay royalties or other fees to any faculty member for the use of works, to which the faculty member owns the copyright, in the performance of that faculty member's obligations under The CBA.

#### 23.4.1.2 Uses by District

The District may use works whose registered copyrights are owned by a faculty member, with the oral or written consent of that same faculty member, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (to students in classes); (3) to perform or display such works (for example, in classroom teaching, by web casting, or by broadcasting). There shall be no restriction on use from unregistered copyrights.

The District may not, however authorize others to use works for which a faulty member owns the copyright, unless the District first obtains the written consent of the faculty member who owns the work's copyright.

#### 23.4.2 Use of work when copyright is owned by District

##### 23.4.2.1 Uses by District

Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in paragraph E.2.b. below), without any further authorization from the faculty members who created those works. b. Uses by faculty member.

##### 23.4.2.2 Uses by Faculty

Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District with the oral or written consent of the District,, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform or display such works (for example, in classroom teaching, by web casting, or by broadcasting); and (5) to create derivative works (for example,

companion materials or updated versions). There shall be no restriction on use from unregistered copyrights.

Faculty members may do these things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.

## 23.5 Responsibilities

### 23.5.1 Registration of copyright

It shall be the responsibility of the party who owns the copyright, in full or in part, to work to register that copyright with the United States Copyright Office.

### 23.5.2 Acquiring and paying for necessary rights from third parties

If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the faculty member or the District) who owns the copyright to that work or according to the proportionate shares in ownership, unless the agreement granting part or all of the copyright states other obligations.

## 23.6 Dispute resolution

Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures, Article 16.



## **ARTICLE 24: DISTANCE EDUCATION**

- 24.1 The class size for online offerings will be the same as the negotiated size for the same classes offered face-to-face. The only exception to this will be that for the first semester that a new on-line class is taught, the class limit will be 25; in subsequent semesters that the class is taught, the class size will revert to the negotiated class size.
- 24.2 On-line teaching will be voluntary.
- 24.3 Office hours will continue to be held on campus in faculty offices; however, faculty members may spend whatever time they feel is appropriate being on-line with their students during those scheduled office hours.
- 24.4 Faculty members may teach no more than two (2) classes on-line during the fall and spring semesters. On-line summer assignments should align with other faculty assignments. Faculty may teach up to 40% each of the two (2) five (5) day sessions or the evening session and second day session. In the case of ten (10) week classes, faculty can teach no more than two (2) ten (10) week on-line classes and choose one (1) first day session class or evening session class and one (1) second day session class, providing, of course, classes are available and the District is offering them.
- 24.5 In the case of a last minute change in course management software, the District will make every effort possible to provide technical assistance to faculty to make the necessary adjustments in the course offering; if there are not sufficient funds and/or support available, the class will not be offered, and the faculty members shall be assigned another class (es) or will be able to adjust their load according to provisions 5.6.3 and 5.6.4 of the collective bargaining agreement.

## **ARTICLE 25: TERM**

This Agreement shall remain in full force and effect from July 1, 2004 up to midnight June 30, 2007.

**RIO HONDO COMMUNITY COLLEGE  
SALARY SCHEDULE 2005 - 2006  
Schedule A  
Effective  
7/1/2005**

	<b>I B.A. + 30</b>	<b>II M.A.</b>	<b>III B.A. + 60 inc. M.A.</b>	<b>IV B.A. + 80 inc. M.A.</b>
1	\$44,975	\$47,641	\$50,292	\$52,957
2	\$47,384	\$50,049	\$52,716	\$55,379
3	\$49,805	\$52,471	\$55,120	\$57,789
4	\$52,226	\$54,893	\$57,545	\$60,209
5	\$54,649	\$57,302	\$59,965	\$62,632
6	\$57,058	\$59,723	\$62,375	\$65,054
7	\$59,479	\$62,146	\$64,810	\$67,475
8	\$61,902	\$64,567	\$67,219	\$69,883
9	\$64,324	\$66,988	\$69,640	\$72,306
10	\$66,745	\$69,411	\$72,063	\$74,729
11	\$69,168	\$71,819	\$74,470	\$77,139
12		\$74,242	\$76,895	\$79,558
13			\$79,315	\$81,982
14				\$84,402

For less than a B.A. + units in an academic area, use Column 1 less \$1,472

Unit members with an earned Doctorate shall be placed on Column IV and shall receive an additional \$2,658

On Column II, an increment of \$2,423 shall be granted after completion of 15 years of service credited by the District

On Column III, an increment of \$2,423 shall be granted after completion of 16 years of service credited by the District

On Column IV, an increment of \$2,423 shall be granted after completion of 17 years of service credited by the District

On all columns, an increment of \$2,423 shall be granted after completion of 20 years of service with the District

On all columns, an increment of \$2,423 shall be granted after completion of 25 years of service with the District

Rev 9/23/05

**ACADEMIC CALENDAR – 2004-2005**

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

Fall Semester Commences	August 16, 2004
Fall Semester Ends	December 15, 2004
Flex Days (7 days)*	August 12, 2004, January 6, 2005
Spring Semester Commences	January 10, 2005
Spring Semester Ends	May 17, 2005
Summer Intersession	May 31, 2005 - August 4, 2005
1 <sup>st</sup> five weeks	May 31, 2005 – June 30, 2005
2 <sup>nd</sup> five weeks	July 5, 2005 - August 4, 2005
6 week night sessions	May 31, 2005-July 7, 2005

Holidays

Labor Day (9/6/04)	Martin Luther King's Day (1/17/05)
Veteran's Day (11/12/04)	Lincoln's Day (2/11/05)
Thanksgiving (11/25/04)	Washington's Day (2/21/05)
Christmas Day (12/25/04)	Memorial Day (5/30/05)
New Year's Day (1/1/05)	Independence Day (7/5/05)

Recesses

Thanksgiving Recess (11/25-26/04)  
Spring Recess (3/21-25/05)

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 (3) 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 (3) 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 seven (7) flex days per year (42 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 – 2005-2006**

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

Fall Semester Commences	August 22, 2005
Fall Semester Ends	December 21, 2005
Flex Days (7 days)*	August 19, 2005, January 27, 2006
Spring Semester Commences	January 30, 2006
Spring Semester Ends	May 26, 2006
Summer Intersession	June 5, 2006-August 10, 2006
1 <sup>st</sup> five weeks	June 5, 2006-July 6, 2006
2 <sup>nd</sup> five weeks	July 10, 2005-August 10, 2006
6 week night sessions	June 5, 2006-July 13, 2006

Holidays

Labor Day (9/5/05)	Martin Luther King's Day (1/16/06)
Veteran's Day (11/11/05)	Lincoln's Day (2/10/06)
Thanksgiving (11/24/05)	Washington's Day (2/20/06)
Christmas Day (12/25/05)	Memorial Day (5/29/06)
New Year's Day (1/2/06)	Independence Day (7/4/06)

Recesses

Thanksgiving Recess (11/24-25/05)  
Spring Recess (3/27-31/06)

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 (3) 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 (3) 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 seven (7) flex days per year (42 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 – 2006-2007**

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

Fall Semester Commences	August 28, 2006
Fall Semester Ends	December 15, 2006
Flex Days (7 days)*	August 25, 2006, January 26, 2007
Spring Semester Commences	January 29, 2007
Spring Semester Ends	May 25, 2007
Summer:	
1 <sup>st</sup> five weeks	June 4, 2007-July 5, 2007
2 <sup>nd</sup> five weeks	July 9, 2007-August 9, 2007
6 week night sessions	June 4, 2007-July 12, 2007

Holidays

Labor Day (9/4/06)	Martin Luther King's Day (1/15/07)
Veteran's Day (11/10/06)	Lincoln's Day (2/9/07)
Thanksgiving (11/23/06)	Washington's Day (2/19/07)
Christmas Day (12/25/06)	Memorial Day (5/28/07)
New Year's Day (1/1/07)	Independence Day (7/4/07)

Recesses

Thanksgiving Recess (11/23-24/06)  
Spring Recess (3/26-30/07)

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 (3) 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 (3) 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 seven (7) flex days per year (42 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.

## 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</u> <u>Equating to a Full (100%) Load</u>	
	17 ½ weeks	16 weeks
Administration of Justice		
Lecture	15	16.41
Lab	21	22.97
Anthropology	15	16.41
Apprenticeship		
Lecture	15	16.41
Lab	21	22.97
Architectural Drafting		
Lecture	15	16.41
Lab	21	22.97
Art		
Lecture	15	16.41
Lab	20	21.88
Astronomy	15	16.41
Lab	21	22.97
Automotive		
Lecture	15	16.41
Lab	21	22.97
Biology		
Lecture	15	16.41
Lab	21	22.97
Business		
Lecture (except Keyboarding)	15	16.41
Lecture (Keyboarding)	17	18.59
Lab	21	22.97
Skills Center	20	21.88
Business Data Processing		
Lecture	15	16.41
Lab	21	22.97

## APPENDIX E

<u>Subject</u>	<u>Classroom Hours Per Week Equating to a Full (100%) Load</u>	
	17 ½ weeks	16 weeks
Chemistry		
Lecture	15	16.41
Lab	21	22.97
Early Childhood Education		
Lecture	15	16.41
Lab	21	22.97
Earth Sciences		
Lecture	15	16.41
Lab	21	22.97
Economics	15	16.41
Education		
Lecture	15	16.41
Lab	21	22.97
Electro-Mechanical Drafting		
Lecture	15	16.41
Lab	21	22.97
Electronics		
Lecture	15	16.41
Lab	21	22.97
English		
Lecture	15	16.41
Skills Center	20	21.88
Exceptional Students		
Lecture	15	16.41
Lab	21	22.97
Supervision	30	32.81
Fire Science		
Lecture	15	16.41
Lab	21	22.97
History and Political Science	15	16.41
Humanities	15	16.41



## APPENDIX E

<u>Subject</u>	<u>Classroom Hours per Week Equating to a Full (100%) Load</u>	
	17 ½ weeks	16 weeks
Industrial Technology		
Lecture	15	16.41
Lab	21	22.97
Drawing	21	22.97
Math	15	16.41
Blueprint Reading	21	22.97
Journalism		
Lecture	15	16.41
Lab	20	21.88
Language		
Lecture	16	17.50
Language Skills Center	21	22.97
Library Science		
Lecture	15	16.41
Lab	21	22.97
Machine Technology		
Lecture	15	16.41
Lab	21	22.97
Mathematic		
Lecture	15	16.41
Skills Center	20	21.88
Music		
Lecture	15	16.41
Activity	20	21.88
Nursing		
Lecture	15	16.41
Lab (On Campus)	20	21.88
Clinic (Hospital)	20	21.88
Supervision	40	43.75
Philosophy	15	16.41
Physical Education		
Lecture	15	16.41
Lab	21	22.97

## APPENDIX E

<u>Subject</u>	<u>Classroom Hours per Week</u> <u>Equating to a Full (100%) Load</u>	
	17 ½ weeks	16 weeks
Physics		
Lecture	15	16.41
Lab	21	22.97
Pre Engineering		
Lecture	15	16.41
Lab (8, 11, 30)	21	22.97
Drawing	21	22.97
Psychology		
Lecture	15	16.41
Lab	21	22.97
Real Estate	15	16.41
Sociology	15	16.41
Speech		
Lecture	15	16.41
Lab	21	22.97
Supervision - Business and Industry	15	16.41
Television Production		
Lecture	15	16.41
Lab	20	21.88
Theatre Arts		
Lecture	15	16.41
Lab	20	21.88
Welding		
Lecture	15	16.41
Lab	21	22.97

## APPENDIX E

### 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. for 17 ½ weeks & 4.38 for 16 weeks	20
Choral	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05
Band	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05
Play Production	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05
Theatre	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05
Forensics	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05
Debate	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05
Newspaper Production	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05

<u>Position</u>	<u>Fall</u>	<u>Spring</u>	<u>Percent Full-Time Teaching Load</u>	<u>Stipend Factor</u>	<u>Teaching Contract Length (months)</u>
Athletic Coaching					
M/W Archery	10		47.62	8.0	10
Men's Baseball		10.94	47.62	8.0	10
M/W Badminton		10.94	47.62	8.0	10
Women's Basketball	10		47.62	8.0	10
Men's Basketball	10		47.62	8.0	10
M/W Cross Country	10		47.62	8.0	10
*1 Men's Golf	10 or	10.94	47.62	8.0	10
*1 Women's Golf	10 or	10.94	47.62	8.0	10
Men's Soccer	10		47.62	8.0	10
Women's Soccer		10.94	47.62	8.0	10
Women's Softball		10.94	47.62	8.0	10
1 M/W Swimming		10.94	47.62	8.0	10
1 M/W Tennis		10.94	47.62	8.0	10
1 M/W Track & Field		10.94	47.62	8.0	10
Women's Volleyball	10		47.62	8.0	10
1 M/W Water Polo	10		47.62	8.0	10
Men's Wrestling	10		47.62	8.0	10

\*1994-95 working conditions shall be maintained for current incumbents.

STIPEND\*\* = FACTOR X BASE (\$250)

\*\*Stipend is for additional responsibilities beyond the normal assignment.

*The District shall maintain the current Stipend Factor, work year and spring semester released time for any incumbent who would be adversely affected; when said positions become vacant, these grandparented working conditions shall be deleted.*

# RIO HONDO COMMUNITY COLLEGE — STUDENT INSTRUCTIONAL SURVEY

ED08

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TICKET #			
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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

**RIO HONDO COMMUNITY COLLEGE DISTRICT  
UNIT MEMBER EVALUATION REPORT  
(FULL-TIME)**

DATE \_\_\_\_\_ EVALUATION PERIOD \_\_\_\_\_

UNIT MEMBER \_\_\_\_\_ ASSIGNED DEPARTMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_ STATUS: \_\_\_\_\_ 1<sup>st</sup> Contract for Year 1  
 \_\_\_\_\_ 2<sup>nd</sup> Contract for Year 2  
 \_\_\_\_\_ 3<sup>rd</sup> Contract for Years 3 & 4  
 \_\_\_\_\_ 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.

S = SATISFACTORY  
 S/with PI Plan = SATISFACTORY WITH PERFORMANCE IMPROVEMENT PLAN  
 U = UNSATISFACTORY  
 N/A = NOT APPLICABLE

	S	S/with PI Plan	U	N/A
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 procedure, 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.				
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.				

FULL-TIME UNIT MEMBER EVALUATION REPORT		S	S/with PI Plan	U	N/A
12.	Instructs at the appropriate instruction level to 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, i.e., selection of textbooks, course and curriculum revisions, use of appropriate instructional techniques, budget preparation, and teaching assignments.
2. To advise students in course selection, academic achievement, and career planning within the unit member's discipline.
3. To participate in the selection of certificated and classified staff.
4. To participate in college and division/area committees.
5. To participate in staff development programs, advanced study or related work experience, and attendance at conferences.
6. To participate in the active recruitment of students.
7. To perform college-related community services to the community.
8. To articulate with high schools and transfer institutions (may include visitations).
9. To provide job placements for students.
10. To participate in organization and implementation of advisory committees.
11. To participate in co-curricular activities on and off campus.
12. To participate in the accreditation process.
13. To participate as a speaker in the community.
14. To assist in the planning of facilities.

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**FULL-TIME UNIT MEMBER  
EVALUATION REPORT**

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Provide narrative as needed:

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**C. Overall Evaluation**

I judge this unit member to be

\_\_\_\_\_  
Satisfactory or Satisfactory with Performance Improvement Plan or Unsatisfactory

\_\_\_\_\_  
Signature of Evaluator

**D. Performance Improvement Plan (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:

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**E. Unit Member Response (if any)**

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**F. I have reviewed the contents of the evaluation.**

\_\_\_\_\_  
Signature of Unit Member

Date

\_\_\_\_\_

cc: Unit Member  
Personnel File  
Evaluator's File

Rev: 5-31-96  
Rev: 8-1-02  
Rev: 3-8-06

## CALIFORNIA COMMUNITY COLLEGES CREDENTIALS

REQUIREMENTS	INSTRUCTOR (Full-time Life)	INSTRUCTOR PARTIAL (Full-Time Partial Ful-llment of Requirements)(2 year credential)	LIMITED SERVICE (Part-Time Life)	SPECIAL LIMITED SERVICE (Part-Time Partial Ful- llment of require- ments)(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 course- work in a subject matter area other than professional education  Degree which the Chancellor finds to be equivalent to an 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			Qualifies for the Instructor credential.	



## GUIDE TO FACULTY SERVICE AREAS

SERVICE AREA	EXAMPLES OF TEACHING ASSIGNMENTS, BUT NOT LIMITED TO:
Accounting	Accounting, Income Tax, Auditing, Comptrollership, Tax Accounting
Anthropology	Cultural Anthropology, Physical Anthropology, Folklore, Archaeology
Architectural, Engineering, and Related Technology	Drafting, GIS
Art and Design, including Photography	Commercial Art, Sign making, 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
Computer Science	Computer Design
Computer and Related Technologies	Programming, Systems Analysis, Data Entry, Key punch, e-commerce/Web Design

SERVICE AREA	EXAMPLES OF TEACHING ASSIGNMENTS, BUT NOT LIMITED TO:
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, etc., (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, Environmental Technology
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.

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

SERVICE AREA	EXAMPLES OF TEACHING ASSIGNMENTS, BUT NOT LIMITED TO:
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.)
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
Disabled Students	Dev. Delayed Learning Specialist, Learning Disabilities Specialist, Adaptive Computer Specialist, ABI/Speech Therapist

TENTATIVE AGREEMENT  
MARCH 11, 2005

The bargaining teams of the Rio Hondo College Faculty Association and of the Rio Hondo Community College District have reached the following tentative agreements.

1. RETIREMENT INCENTIVE PROGRAM, 2004/05 through 2005/06

A unit member wishing to take advantage of this opportunity shall meet all of the following conditions. The unit member shall:

- a. Be at least 55 years of age on the date of retirement.
- b. Have been employed by the District for at least ten (10) full-time years of certificated service prior to the date of retirement and be retiring under an STRS or PERS option.
- c. Submit a letter of retirement resignation to the Director of Human Resources not before March 11, 2005 and not later than June 30, 2005 or not before March 11, 2006 and not later than June 30, 2006.

2. CASH INCENTIVE

- a. All qualifying retirees shall receive a \$30,000/FTE cash incentive; 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 to full-time service.
- b. Said cash incentive shall be paid in one (1) of the following methods, as determined by the retiree:

- 50% paid in August 2005, and 50% paid in January 2006 or
- 100% paid in August 2005
- 100% paid in January 2006

3. DURATION

- a. Said Program shall not be available beyond the dates specified herein.

## **Tentative Agreement**

**Between  
The Rio Hondo College Faculty Association/CCA/CTA/NEA  
And the  
Rio Hondo Community College District**

**July 6, 2005**

As a result of a negotiations period extending from October, 2004 through March, 2005, both parties recognized the need to contain escalating health care costs and the medical liability for retirees. In order to provide the best salary and benefits package while being mindful of the need for long-term fiscal stability, we agreed to the following:

- Current retirees would not be affected;
- Those retiring under this contract may have out-of-pocket health costs, though we have tried to keep these to a minimum;
- Those hired under this contract may have out-of-pocket health costs as well as vesting costs for retirement health care if they choose to participate. The district and the new hires that choose to participate in the vesting plan will share the costs.

## AGREEMENT RATIFICATION SIGNATURES

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

ON BEHALF OF THE  
RIO HONDO COMMUNITY  
COLLEGE DISTRICT

Jan E. Munn 5/25/06  
Date

Voige Arnold 5-25-06  
Date

Jeff Linn 5-25-06  
Date

Jim Mc 5-25-06  
Date

Leardye Russell 5/25/06  
Date

Hemp 5/25/06  
Date

R2 6/06/06  
Date

John E 5-25-06  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**RHCFA – RHCCD CONTRACT  
2004-2007**

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