

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**RIO HONDO COLLEGE
FACULTY ASSOCIATION**

AND

**RIO HONDO COMMUNITY
COLLEGE DISTRICT**

1989-1992

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ARTICLE 1: PREAMBLE

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.
2. The following Agreement between the District and the Association is a culmination of the requirements of Government Code 3540, et seq., and, more specifically, to record in written form those matters relating to wages, hours of employment, and other terms and conditions of employment as provided in said Act in exchange for services.

ARTICLE 2: RECOGNITION

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

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

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

ARTICLE 3: SALARIES

Salary Schedule Increases, 1989-90, 1990-91, and 1991-92

1. The salary schedule for 1989-90 is contained in Appendix A.
2. The 1990-91 salary schedule, in comparison to the 1989-90 salary schedule, shall be increased by the greater of the following:
 - a) By the same percentage increase in revenue per ADA above 1989-90 levels as the District receives, the components of which in 1989-90 were referred to as "COLA" by the State; furthermore, said salary schedule percentage increase for 1990-91 shall be effective at the same time that the COLA increase for 1990-91 becomes operative; or
 - b) A 5% salary schedule increase for 1990-91 retroactive to July 1, 1990.
3. The 1991-92 salary schedule, in comparison to the 1990-91 salary schedule, shall be increased by the greater of the following:
 - a) By the same percentage increase in revenue per ADA above 1990-91 levels as the District receives, the components of which in 1990-91 were referred to as "COLA" by the State; furthermore, said salary schedule percentage increase for 1991-92 shall be effective at the same time that the COLA increase for 1991-92 becomes effective; or
 - b) A 5% salary schedule increase for 1991-92, retroactive to July 1, 1991.
4. If during the term of this Agreement the COLA funding mechanism for community colleges is abandoned, the salary schedule percentage increase contemplated in Section 2a and 3a above shall be replaced with the Implicit Price Deflator percentage as defined in 1989-90 Education Code Section 84704, Subsection b1.

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:

COLUMN I

Academic Areas

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

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 years duration.

A. A. degree, six (6) years of experience, four (4) units of education courses in methods and materials of teaching, and three semesters of teaching at least one course each semester.

or

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

COLUMN II

Academic Areas

Bachelor's and Master's degree

Vocational Areas

Bachelor's degree and R. N. License,

or

Bachelor's degree and two years appropriate occupational experience

COLUMN III

Academic Areas

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

Vocational Areas

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

or

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

COLUMN IV

Academic Areas

Bachelor's degree plus eighty (80) acceptable graduate level units completed after receipt of the Bachelor's degree, including a Master's

degree (twenty (20) units must have been completed within the last ten (10) years)

Vocational Areas

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

or

Bachelor's degree and two 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

General

1. Occupational experience can be one year experience and one year of teaching; or two years of occupational experience.
2. Occupational experience means activities which a person has relied upon for his/her livelihood.
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.
4. All experience must have taken place within the ten years preceding hiring at Rio Hondo College with at least one year within the three years preceding the date of application.
5. The baccalaureate or higher degree must be completed in an accredited institution of higher education.
6. Course work requirements are expressed in terms of semester units.
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 (1/2 time, 1/4 time, etc.).
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.
9. A set of fingerprints, taken by any local agency on the official form and at the expense of the applicant, is required for the file. The fingerprints will be submitted to Sacramento for a file search.

All credentials shall be valid for service in California.

Step Advancement

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

Column Advancement

1. Unit members who are eligible for a column movement for any fiscal year shall receive such advancement effective September 1st of said year. Such unit members shall have applicable transcripts/work verifications appropriate to meet the qualifications of the requested column filed with the District prior to September 1st of said fiscal year.
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 September 1st of each fiscal year the unit member is unable to submit official transcripts, other official documents in the form of grade cards or letters from the college or university shall be submitted by said date. The District, however, shall not issue any warrants reflecting the column advancement until said official transcripts have been received, but in no case later than November 30th of each fiscal year. After submission of the official transcripts, the District shall issue a supplemental warrant to reflect the column advancement salary adjustment effective September 1st.
3. Graduate units shall be accepted for column advancement if they are earned in courses from an accredited institution which are in the unit member's major, minor, or current assignment. 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.

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 Vice President of Academic Affairs, the appropriate Dean of Instruction (i.e., academic or occupational), the Assistant 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.
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 relate to previous teaching experience if such experience directly relates to courses currently offered by the District.
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 (2/3).

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 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 years of full-time related occupational experience

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.

Definitions of Unit Members

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

Rates of Pay

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

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

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

Effective for 1988-89, said .55 factor shall be increased to .56.

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

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

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

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

Effective for 1988-89, said .55 factor shall be increased to .56.

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

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

Instructional Assignments

$$\begin{array}{l} \text{Annual ten-month salary} + \text{hours} \\ \text{per year} \times .55 \end{array} = \text{semester hourly rate}$$

$$\begin{array}{l} \text{Annual ten-month salary} + \text{hours} \\ \text{per year} \times .55 \end{array} = \text{summer hourly rate}$$

Effective for 1988-89, said .55 shall be increased to .56.

Non-Instructional Assignments

$$\begin{array}{l} \text{Annual ten-month salary} + \text{hours} \\ \text{per year} \end{array} = \text{semester \& summer hourly rate}$$

Hours Per Year

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

	<u>Hours/</u> <u>Week</u>		<u>Weeks/</u> <u>Year</u>	<u>Hours/</u> <u>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 - Typing	17	x	35	595

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

Non-Instructional Assignments (including but not limited to the following):

Exceptional Students Coordinator	30	x	35	1,050
College Nurse, Supervisor (Evening, Weekend, or Off-Campus), Counselor, Psychologist, Psychometrist, Librarian, Coordinator (Apprenticeship Program, and MACI)	40	x	35	1,400

Other Salary Related Matters

1. If academic attire for student graduation exercises is required by the District, the District shall provide such attire at no cost to the unit member.
2. If protective clothing (not uniforms) is necessary for the performance of the unit member's duties as determined by the District, the District shall provide such protective clothing at no expense to the unit member.

3. The unit member shall have access to assigned District parking lots at no expense to the unit member for such parking except for a gate key deposit, if required. The District shall furnish necessary parking decals and/or stickers. The District shall provide specifically identified parking areas for unit members who have State provided parking plaques or stickers for handicapped or disabled persons.
4. Unit members rendering services on a special contract on an hourly semester, or annual basis shall be paid at rates consistent with provisions of this Article. The District and an individual unit member may enter into a contract for projects for which services are rendered for an agreed-upon amount.
5. Reimbursement shall be made to a unit member for loss, destruction, or damage by arson, burglary, or vandalism of personal property required for the performance of his/her duties in the District. Reimbursement not to exceed \$250 shall be made only when prior approval is obtained on a District-provided form for the use of the personal property before the property was brought on campus and when the value of the property was agreed upon between the unit member and 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 Report within the next work day of the occurrence.
6. Employees shall be required to submit a monthly time card. A pay warrant shall be released to a unit member whether or not he/she has submitted a time card; however, the District may withhold the subsequent warrant if any deductions must be made from it or if a time card was not submitted for the prior month.

ARTICLE 4: HEALTH AND WELFARE BENEFITS

1. For 1989-90 the District agrees to contribute up to \$609.84 per month (tenthly) per eligible full-time (100%) unit member and pro rata for full-time (less than 100%) unit members for the following health and welfare benefits: a medical plan (CNA, Kaiser, or Health Net); dental plan (Delta #1); life insurance plan (LARISA - \$50,000 term); vision plan (VSP Plan A); and an Employee Assistance Resource Program.
2. For the 1990-91 and 1991-92 school years, the fringe benefit program described in Section 1 above shall continue to be implemented without additional out-of-pocket premium cost to unit members.
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 in the 1991-92 school year.
4. The District agrees to implement the Medicare provisions of AB265 (Chapter 1006) for eligible individual unit members not currently included in said coverage. The effective date of said new coverage shall be the last paycheck (December) of the 1990 calendar year. The District and the Association will attempt to assist unit members to make an informed decision regarding participation in said program.
5. Each eligible full-time (100%) unit member shall be required to enroll in one of the medical plans at a cost based on the super-composite rate of the carrier covering the unit members and dependents.
6. Each eligible full-time (100%) unit member shall be required to enroll in the dental plan at a cost based on the super-composite rate of the carrier covering the unit member and dependents.
7. Each eligible full-time (100%) unit member shall be required to enroll in the life insurance plan providing \$50,000 of life insurance at a cost determined by the carrier covering the unit member only.
8. 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.
9. Unit members who are not full-time unit members shall not be eligible for health and welfare benefits as specified above.
10. Eligible unit members hired on the first day of the month shall be covered as of the first day of employment. Eligible full-time unit members who are employed subsequent to the first day of the month shall have health and welfare benefit coverage on the first day of the month following the effective date of their employment. Eligible full-time unit members who complete the school year shall receive coverage under health and welfare benefit plans effective through the last day of September, subject to the

ARTICLE 5: HOURS OF EMPLOYMENT AND WORK LOAD

1. Days and Hours of Service

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

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

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

- B. Unit members who are providing classroom instructional duties shall provide said duties in conformance with Academic Calendars in Appendixes B, C, and D.
- C. Full-time unit members shall be available for assignments five (5) days per week although teaching assignments may be less than five (5) days per week. Full-time unit members shall work forty (40) hours per week to perform those tasks related to their assignments. Said tasks shall include:
- Classroom preparation and instruction; the District shall make a reasonable effort to limit a unit member's assignment to no more than three preparations, excluding labs.
 - Meeting with students during posted office hours
 - Maintaining accurate grade and attendance records of students
 - Preparing and submitting proper reports

e) Attending scheduled faculty and department meetings

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

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

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

- D. The forty (40) hour work week shall be exclusive of overload and special contract assignments. The work week of full-time unit members with less than a 100% load shall be prorated in proportion to the load.

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

2. Work Loads

- A. For the duration of this Agreement unless otherwise modified in accordance with provisions of this Agreement, the unit member's work load shall be as follows:
 - 1) For unit members who are providing classroom instruction during the regular school year, a full (100%) load shall be in accordance with Appendix E, or pro rata share thereof.
 - 2) Counselors and Librarians employed full time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty-five (35) hours desk/student contact and five (5) hours of other selected tasks as enumerated above (1.C). If a Counselor or Librarian is assigned a teaching assignment during the academic year, his/her forty (40) hour work week shall be reduced by that proportion of his/her teaching assignment which relates to a normal teaching load.
 - 3) Supervisor (Evening, Weekend, or Off-Campus), Coordinator - Apprenticeship Program, College Nurse, Psychologist, Psychometrist, and other student services specialists shall maintain a schedule, subject to approval of the District, consisting of forty (40) hours per week. During the forty (40) hours per week, the Supervisor, Coordinator, College Nurse, Psychologist, Psychometrist, and other student services specialists shall perform those tasks related to their assignments in addition to selected tasks as enumerated above (1.C.). If a Supervisor, Coordinator, College Nurse, Psychologist, Psychometrist, or other student services specialist is assigned a teaching assignment during the academic year, his/her forty (40) hour week shall be reduced by that proportion his/her teaching assignment relates to a normal teaching assignment.
 - 4) Coordinators - (MACI) employed full time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty-five (35) hours assigned time and five (5) hours of other selected tasks as enumerated above (1.C.).

If a Coordinator - (MACI) is assigned a teaching assignment during the academic year, his/her forty (40) hour work week shall be reduced by that proportion of his/her teaching assignment which relates to a normal teaching load.

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

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

3. Work Load Range

A. The District shall consider a full-time (100%) unit member's normal teaching load to be within the range of 96%-104% inclusive of the load identified in Appendix E and exclusive of any directed studies assignments.

B. A one-semester assignment above or below a normal load may be assigned by the District to meet the educational needs of the District. Such an assignment subsequently shall be adjusted by balancing or special assignment as described below.

C. Balancing of assignments above and below a normal load is a planned scheduling of semester loads that exceed 104% or are below 96%, such that the sum of the loads of two successive semesters falls within the range of 192% and 208%. If unforeseen conditions make it impossible to adhere to the agreed-upon balancing program in the second semester of a planned two-semester balanced assignment, the adjustment by mutual consent of the employee and the District may be made during the third semester.

D. If balancing of an assignment cannot be arranged over a two-semester period such that the load falls within the normal teaching load, then the percent load of the current assignment that exceeds 100% shall be paid as an overload. If the balancing of an assignment should result in less than an average normal teaching load, then the percent below 100% may be adjusted by special assignment in the current semester of the lower teaching load or, in each semester, if both assignments are underloads. Special assignments shall be District-approved programs such as, but not limited to, learning center assignments, institutional research, departmental projects arranged by the District.

- E. To calculate the percent load for a special assignment, the number of weekly hours of a special assignment will be divided by forty (40) hours and the quotient multiplied by 100. Example: An instructor with a special assignment of eight hours per week would be credited with $8/40 \times 100 = 20\%$ load. To determine the number of hours of a special assignment, the percentage of the load below 100% will be multiplied by 40 hours per week. Example: An instructor with an 87.5% load would be required to accept a special assignment $12.5\% \times 40 = 5$ hours. For activity assignments, the foregoing on assignments above and below normal shall be modified in accordance with Appendix E.
- F. Exceptions to the above work load range are subject to mutual agreement of the unit member and the District.

4. Overload, Summer School, and Weekend Assignments

- A. Overload, summer school, and weekend assignments shall be subject to mutual agreement of the unit member and the District. Mutual agreement between the unit member and the District shall be indicated by the signing of a schedule reflecting tentative approval of the overload, summer school, or weekend assignments. Overload, summer school, and weekend assignments shall be distributed in accordance with department developed procedures as approved by the District. Such assignments shall include but not be limited to additional classes, adult education, mini courses, community services, and directed studies.
- B. Overload and summer school assignments shall not exceed 40% of a normal load except as approved by the District.
- C. Any overload or summer school assignment may be terminated by the District at any time. In the case of such termination, the District shall provide the unit member with the reasons for said termination in writing. The reasons shall not be subject to the grievance procedure except as such reasons violate other provisions of this Agreement.

5. Office Hours

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

6. Scheduling

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

7. Attendance at Department and District Meetings

- A. Department meetings normally shall be held on Tuesdays during the activity period. Full-time unit members shall attend scheduled department meetings except as otherwise authorized by the assistant dean or designee.
- B. The maximum number of departmental and/or district-wide meetings requiring unit member attendance during the academic year shall not exceed twenty-five (25). Upon mutual agreement of the full-time unit members in a department and the assistant 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. Any meetings required for implementation of this agreement involving unit members shall not be counted in determining the maximum number of departmental meetings per academic year.
- C. The full-time unit members in the department and assistant dean shall attempt to develop a schedule of dates for department meetings during the academic year.

8. Extended Field Trip Courses

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

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

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

Two Week Field Trip

20 hours lecture	=	.074 load
60 hours lab	=	.158 load
4 hour orientation	=	<u>.105 load</u>
		.247 load
Equated to	=	25% load

9. Letters of Resignation

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

10. Flex Calendar

A flexible calendar will be established with the start of the 1990-91 school year, subject to the following provisions:

- a) A maximum of ten (10) flex days per year, of which up to three (3) could be spent on off-campus activities which are approved in advance by the administration.
- b) Each flex day will involve no more than six (6) hours of accountable time.
- c) Appropriate activities for flex days will be recommended by a committee of equal membership from the Association and the administration.
- d) The flex calendar shall: begin early enough in August to permit the end of the first semester prior to the winter recess; and the second semester shall end at least one week before the start of summer school.

- e) 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.
- f) 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.
- g) The parties recognize the need of the District to discuss the flex calendar approach with its other bargaining unit before it can be officially implemented.

ARTICLE 6: REGULATIONS FOR REDUCTION IN WORK LOAD

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:

1. The unit member shall have reached the age of 55 prior to the reduction of work load.
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.
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.
4. The option of part-time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the unit member and the District.
5. The unit member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
6. The unit member shall receive the health and welfare benefits in the same manner as a full-time (100%) unit member as provided in Article 4, Health and Welfare Benefits.
7. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position.
8. The initial period of such part-time employment shall not exceed two years. Thereafter, the period of such part-time employment shall be on a year-to-year basis, and the total number of years of reduction of work load shall not exceed five years.

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.
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

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

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

ARTICLE 8: LEAVES OF ABSENCE

Paid Leaves

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

6. Personal Illness and Injury Leave

A. Purpose

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

B. Full-Time Unit Members

- (1) Full-time unit members employed five (5) days per week shall be entitled to ten (10) days paid leave for each school year (10 months) for purposes of personal illness or injury. Unit

members who work more or less than a full school year shall be entitled to the pro rata equivalent amount of personal illness or injury leave, e.g., a unit member who works six (6) school months is entitled to six (6) days leave and a unit member who works 11 school months is entitled to 11 days of leave.

- (2) After all accumulated and earned leave as set forth in (1) above and (4) below is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) calendar months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute in accordance with Column II, Step 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 (1) above and shall run concurrently with any accumulated leave until such accumulated leave is exhausted; then the differential pay shall begin for the remainder, if any, of the five (5) calendar months.
- (3) At the beginning of each school year each unit member shall receive a personal illness and injury allotment credit equal to his/her projected entitlement for the school year. Personal illness and injury leave need not be accrued prior to taking such leave by 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.
- (4) If a unit member does not utilize the full amount of leave as authorized in (1) above in any school year, the amount not utilized shall be accumulated from year to year.
- (5) A unit member whose absence under this section exceeds five (5) 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.

- (6) A unit member must contact his/her immediate supervisor as soon as the need to be absent is known to permit time to secure a substitute service. If the unit member fails to notify the District at least two (2) hours prior to assigned duties, the absence shall be deemed an unauthorized absence.
- (7) A unit member who is absent for one-half day or less shall have deducted one-half day from the accumulated leave, and if the absence exceeds more than one-half day, a full day shall be deducted from accumulated leave.
- (8) A unit member shall not be allowed to return to work and shall be placed on leave without pay if the unit member fails to notify the District of his/her intent to return to work the next work day by 3:30 p.m. of the preceding day if such failure results in a substitute being secured.
- (9) Upon exhaustion of his/her regular personal illness and injury leave account, the absence shall be charged against his/her other assignment leave account.

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

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

- (6) If a full-time unit member who was previously assigned a part-time position is absent from the full-time assignment, the following shall occur:
 - a. The absence shall be charged against the full-time personal illness and injury account.
 - b. After the full-time personal illness and injury account has been exhausted, any absence shall be charged against the part-time personal illness and injury account. Use of the part-time account for a full-time assignment shall be on a pro rata basis.
- (7) Upon retirement, full-time unit members shall have all unused part-time personal illness and injury leave added to their full-time personal illness and injury account.

D. Notification of Accumulated Personal Illness and Injury Leave

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

E. Transfers of Accumulated Personal Illness and Injury Leave

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

7. Jury Duty

- A. A unit member may be absent from duty without loss of pay as the result of having been called for and appearing for jury duty, excluding a grand jury. The District reserves the right to request a postponement to another time mutually agreeable to the unit member and the District. The unit member is required to notify the District as soon as he/she receives notice of his/her jury duty.
- B. The unit member serving on jury duty who receives pay from the District during such absence shall be required to collect jury duty fees and remit such fees to the District, or in the absence of such remittance, the unit member shall receive the difference between his/her regular salary and the jury duty fees.

- C. A unit member shall be required to perform his/her assigned service to the District during any day or fraction thereof that he/she is released from jury service, provided that a reasonable period of time shall be allowed for necessary travel. An instructor serving jury duty shall be required to return to his/her teaching assignment unless, due to the assignment of a substitute or in the best interests of the instructional program, the District approves otherwise.

8. Bereavement Leave

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

9. Leave for Industrial Accident or Illness

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

- A. The accident or illness must have arisen out of and in the course off 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 administrating agent for workers' compensation coverage. Such acceptance shall be based upon the laws and rules and regulations of the State governing workers' compensation.
- B. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability which shall not exceed sixty (60) working days in any one fiscal year for the same accident.
- C. Leave under these rules and regulations shall commence on the first day of absence.
- D. The benefits provided by these rules and regulations shall be applicable to all unit members immediately upon becoming an employee of the given District.
- E. Allowable leave shall not be accumulated from year to year.

- F. Payment for wages lost on any day shall not, when added to an award granted the unit member under the workers' compensation laws of the State, exceed the normal wage for the day.
- G. Industrial accident or illness leave shall be reduced by one (1) day for each authorized absence regardless of the compensation award made under workers' compensation.
- H. When an industrial accident or illness occurs at the time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.
- I. Industrial accident or illness leave of absence is to be used in lieu of entitlement to other leaves. When entitlement to 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.
- J. Periods of leaves of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.
- K. During all paid leaves of absence, whether industrial accident leave as provided in this section, personal illness and injury leave, vacation, compensatory time off or other available leave provided by law or the action of the Board of Trustees, the unit member may endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of salary and shall deduct normal retirement and other authorized contributions. In the absence of such endorsement, the District shall issue the unit member appropriate warrants for the difference between his/her regular salary and the amount of the wage loss benefit checks. Reduction of entitlement to leave shall be made only in accordance with this section.
- L. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the district authorizes travel outside the state.

10. Personal Necessity Leave

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

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

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

11. Quarantine

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

12. Judicial and Official Appearance Leaves

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

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

13. Unpaid Leaves

A. Upon request, the District may provide a unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her infant. The duration of such leave shall not exceed one calendar year. A unit member shall submit such request to the District at least four weeks prior to the anticipated date on which the leave is to commence.

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

14. Leave of Absence - Exchange Program

- A. Full-time, regular unit members may apply to the District for a leave of absence to participate in an exchange program involving another educational institution. Such applications shall be submitted with sufficient advance notice to allow for processing prior to the effective date.
- B. Upon the recommendation of the Superintendent/President, all applications for leave of absence for the exchange program shall be subject to approval of the Board of Trustees and the exchange institution.
- C. While on a leave of absence for the exchange program, the unit members shall receive their regular salary and health and welfare benefits as provided in Article 4 of this Agreement, and the leave shall not be deemed a break in continuity of service. All other provisions of this Agreement shall not be applicable to the unit member on such leave, and the unit member shall conform to the Agreement between the District and the exchange institution.

15. Sabbatical Leave

A. Philosophy and Purpose of Sabbatical Leaves

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

B. Eligibility of Unit Members

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

C. Application Procedure

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

D. Approval of Sabbatical Leaves

- 1) Sabbatical leave requests shall be reviewed by a Sabbatical Leave Review Committee comprised of three representatives designated by the Faculty Association and three representatives designated by the District.
- 2) In reviewing requests, the Sabbatical Leave Review Committee shall consider the criteria on the District sabbatical leave request form in a manner to be determined by the committee.
- 3) The Sabbatical Leave Review Committee shall rank all sabbatical requests and forward them to the Superintendent/President for transmittal to the Board of Trustees.
- 4) The District shall provide five sabbatical leaves according to the ranking of the Sabbatical Leave Review Committee and the provisions of this article. If fewer than five requests for sabbatical leaves are received, the District shall provide leaves for the number requested.

E. Agreement and Failure to Return

- 1) Granting of a sabbatical leave is conditioned upon the applicant agreeing to the terms of the sabbatical leave and further agreeing to render services to the District for at least twice the length of the sabbatical leave granted.
- 2) 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:

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

- 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.
- 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.
- 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.

F. 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.

G. Salary While on Leave

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

H. Illness of 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.

I. Reinstatement Upon Return from Sabbatical Leave

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

ARTICLE 9: EVALUATION PROCEDURES

1. DEFINITION OF TERMS

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

A. Authorized Evaluators

Assistant Deans
Immediate Administrator for non-teaching unit members
Appropriate Dean
Vice President, Academic Affairs

B. Initial Conference

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

C. Evaluation Visitation

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

D. Consultation

A conference with a unit member following an evaluation visitation

E. Formal Evaluation

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

F. Evaluation Conference

A conference to review and sign the completed evaluation

G. Evaluation Terms

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

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

H. Full-Time Contract Unit Members

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

I. Full-Time Regular Unit Members

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

J. Part-Time Instructional Unit Members

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

K. Part-Time Non-Instructional Unit Members

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

L. Student Instructional Report

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

M. Unit Member Requested Visitations

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

2. GENERAL EVALUATION PRINCIPLES

A. The primary aim of evaluation is to improve professional effectiveness. The District accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. To promote this respect and confidence, the District will provide training for administrators in the process of evaluation.

B. Data supporting the complete evaluation document shall be readily available to the parties in interest on a need-to-know basis.

C. All data used in the evaluation material shall be accurate and verified by the evaluator. Hearsay shall not be included in the evaluation material.

D. Evaluators shall consider the rights and responsibilities of unit members as outlined in Board Policy 2203, Academic Freedom, in developing evaluations.

- E. In the absence of specific provisions in this evaluation article, the District shall exercise practices and procedures pursuant to provisions of the Education Code.
- F. Constructive criticisms and suggestions for improvement, if any, shall be specific and in writing. If major inadequacies are found to exist, they will be followed by additional supportive assistance. Information relating to a unit member's strengths and weaknesses will be discussed openly and frankly with the individual being evaluated.
- G. In assessing a unit member's performance, the evaluator shall consider only the unit member's roles and responsibilities as identified in the Unit Member Evaluation Report (Appendix 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.
- H. The authorized evaluator shall have the opportunity for classroom or other appropriate visitations. At the request of the unit member, another authorized evaluator may be selected for a visitation. A visitation made in conjunction with a formal evaluation will be arranged by the authorized evaluator at least one week prior to the visit. The observation shall be of sufficient duration to provide the evaluator with adequate data with which to make an accurate and meaningful evaluation. Unit member requested visitations may occur.
- I. By mutual agreement, the unit member and immediate administrator may each select another person to make additional classroom visitations and share the observations with both the evaluator and evaluatee.

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3. EVALUATION OF FULL-TIME REGULAR UNIT MEMBERS

- A. Full-time regular unit members shall be evaluated no less than once every two years. (When stipulations of AB1725 covering this provision become effective, evaluations will take place once every three years.) ~~The Assistant Dean or the immediate administrator for non-teaching unit members shall be the primary evaluator.~~ Unit members with assignments in more than one department shall be formally evaluated in that department in which the greatest proportion of the assigned load exists.
- B. The District shall notify the unit member of the identity of his/her evaluator by the end of the third week of the school year during which the unit member will be evaluated if the evaluator is to be someone other than the immediate administrator. If the unit member is on leave during the first semester of the school year, such

notification shall occur by the end of the third week of the second semester.

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

member disagrees with the elements of the improvement plan, the unit member may have attached to the plan a written statement of his/her concerns. A unit member receiving an unsatisfactory evaluation shall have one complete year to finish the improvement plan, or less by mutual agreement.

J. Should a regular unit member receive an unsatisfactory overall evaluation, he/she will be evaluated again within the following year utilizing the procedures of this plan. Within one year after receiving an unsatisfactory evaluation, (or sooner by mutual agreement) a unit member shall be re-evaluated by his/her evaluator and if he/she receives a satisfactory rating, he/she will return to the required evaluation cycle.

K. The improvement plan shall include the following:

1. Areas where specific improvement is needed
2. Specific suggestions for improvement
3. Resources to be utilized to assist with the improvement
4. The means by which improvement will be measured

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

4. APPEAL PROCESS

A. Should a unit member disagree with the evaluator's written findings and recommendations, he/she may appeal to the Vice President of Academic Affairs. The Vice President of Academic Affairs will review the case and make a decision which will then be reviewed with the unit member and the evaluator within ten (10) school days of receipt of the appeal.

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

C. During the appeal process, the unit member is entitled to representation by the Faculty Association when meetings involve matters affecting the employment relations status between the unit member and the District.

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

5. EVALUATION OF FULL-TIME CONTRACT UNIT MEMBERS

- A. Full-time contract unit members shall be evaluated 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 Assistant Dean or the immediate administrator for non-teaching unit members shall be the primary evaluator.
- B. Unit members with assignment in more than one department shall be formally evaluated in that department in which the greatest proportion of their assigned load exists. Unit members may be visited and evaluated by the authorized evaluator(s) of the other department(s) in which said unit member has an assignment. The observations from the visitation may be integrated into the formal evaluation, and, if included in the formal evaluation, all authorized evaluators shall participate in the evaluation conference and shall sign the formal evaluation.
- C. The District shall notify the unit member of the identity of his/her evaluator by the end of the third week of the year during which the unit member will be evaluated if the evaluator is to be someone other than the immediate administrator. If the unit member is not employed or on leave during the first semester of the school year, such notification shall occur by the end of the third week of the second semester.
- D. An evaluator shall hold an initial conference with the unit member to be evaluated prior to the end of the fifth week of the school year during which the unit member is to be evaluated. The evaluator shall provide to the unit member the faculty handbook and review and provide the evaluation procedures and instruments (as contained within this article). During this conference, evaluation visitations will be arranged. If the unit member is not employed or on leave during the first semester of the school year, the initial conference shall be held prior to the end of the fifth week of the second semester.
- E. First Year Full-Time Contract Unit Members
1. First-year full-time contract unit members shall be evaluated during the first semester of their employment. This shall include at least two visitations made prior to February 1 of the fall semester or June 1 of the spring semester. Such visitations will be followed by a consultation to discuss the observations made by the evaluator and other relevant evaluation information. During the consultation the evaluator shall review with the unit member those areas where he/she has been deemed satisfactory as well as any specific

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suggestions for improvement, if any. At least one visitation followed by a consultation shall also be made of each unit member during the second semester of his/her employment. During the first year of employment arranged visitations will be the responsibility of the immediate supervisor and/or other authorized evaluators. Additional visitations may be arranged as appropriate.

2. Prior to the end of each semester of the first contract year, an evaluation conference shall be scheduled. At this conference the unit member shall be provided the complete evaluation consisting of: (1) the Unit Member Evaluation Report and (2) the Analysis of Student Instructional Reports. At the conclusion of this conference, the evaluator shall indicate both orally and on the evaluation form itself whether the unit member is deemed overall satisfactory or unsatisfactory. The unit member shall sign the evaluation report indicating receipt of evaluation.

F. Second Year Full-Time Contract Unit Member

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

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

- A. Temporary employees shall be evaluated within the first year of employment. Thereafter, evaluation shall be at least once every six regular semesters or once every nine 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 assistant 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

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Appendix G which are appropriate to the assignment of the unit member. Unit members with assignments in more than one department shall be evaluated in that department in which the greatest proportion of the assigned load exists. Unit members may be visited by the authorized evaluator(s) of the other department(s) in which said unit member has an assignment.

After such visitations, consultations will be scheduled within ten (10) school days of the visitations to orally review with the unit member areas where he/she has been deemed satisfactory as well as specific suggestions for improvement, if any, in relation to the roles and responsibilities as identified in the unit member's evaluation report (Appendix 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.

- B. The District shall notify the unit member of the identity of his/her evaluator by the end of the third week of the year during which the unit member will be evaluated if the evaluator is to be someone other than the immediate supervisor. If the unit member is unassigned during the first semester, such notification shall occur by the end of the third week of the second semester.
- C. The evaluator shall hold an initial conference with the unit member to be evaluated prior to the end of the fifth week of the school year during which the unit member is to be evaluated. The evaluator shall provide the unit member 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.
- D. Unit members shall be evaluated during their first semester. An evaluation shall be prepared and an evaluation conference held with the unit member prior to the end of the first semester. Unit members in their second semester shall be evaluated at least once by their evaluator following the procedures utilized during the first semester of evaluation. The formal evaluation shall be submitted to the unit member at least five (5) school days before the evaluation conference.

Further evaluations of unit members shall be conducted no less than required by statute.

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

7. STUDENT INSTRUCTIONAL REPORT

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

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

- C. The analyses of the Student Instructional Reports shall be required by the evaluator for inclusion in the overall assessment of: (1) full-time contract teaching unit members; (2) part-time instructional unit members with less than five semesters teaching in the District; and (3) full-time regular teaching unit members deemed unsatisfactory on the most recent formal evaluation. The Student Instructional Reports may be included in the overall assessment at other times by mutual agreement of the unit member and evaluator.
- D. For regular teaching unit members and part-time instructional unit members who have completed four (4) semesters teaching in the District, deemed satisfactory on the most recent evaluation, the Student Instructional Reports and Analyses shall be provided to the unit member only.

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ARTICLE 10: PERSONNEL FILES

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

7. With approval of the District, a unit member may have material placed in the official personnel file he/she determines may have a bearing on his/her position with the District. In the case of District disapproval, the unit member, upon request, shall be notified in writing within ten (10) work days the reasons for not placing such material in the file.
8. Unit members shall be informed of all written claims of sexual harassment against them within five (5) work days of receipt of said claims.

ARTICLE 11: REASSIGNMENT PROCEDURE

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

Definition

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

Unit Member Initiated Reassignment

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

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

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

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

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

District-Initiated Reassignment

The District may reassign a unit member outside his/her department as the result of establishment and modification of the organizational structure of the College, to meet decreasing or low enrollment within his/her department and/or

particular subject area within his/her department, to comply with requirements of the District's Affirmative Action policy, to accommodate space limitations, or to provide for the staffing of new or changing curricula or student services.

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

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

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

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

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

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

Districtwide Seniority

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

Retraining Program

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

Evaluation Resulting from Reassignment

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