

COLLECTIVE BARGAINING AGREEMENT

between the

**RIO HONDO COLLEGE
FACULTY ASSOCIATION**

and

**RIO HONDO COMMUNITY
COLLEGE DISTRICT**

1998-2001

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ARTICLE 1: PREAMBLE

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

ARTICLE 2: RECOGNITION

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

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

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

ARTICLE 3: SALARIES

Salary Schedules, 1998-99

- 3.1 The salary schedule in effect for the 1997-98 fiscal year shall be increased by five percent (5%) and shall be applied to unit members retroactively to the first pay period in July 1998. Such retroactive payments shall be received by unit members no later than 30 June 1999. The salary schedule for 1998-99 is contained in Appendix A.
- 3.2 The salary schedule shall be adjusted for the 1999-2000 fiscal year as follows:
- 3.2.1 Effective the first pay period in July 1999, the salary schedule shall be increased by two and one-half percent (2 ½%).
- 3.2.2 If the 1999-2000 second principal apportionment, Exhibit C, Item II, Rate Cost of Living Adjustment, exceeds two and one-half percent (2 ½%), then the salary schedule shall be adjusted by the amount over and above two and one-half percent (2 ½%). Such adjustment shall be retroactive to the first pay period in July 1, 1999.
- 3.3 The salary schedule shall be adjusted for the 2000-2001 fiscal year as follows:
- 3.3.1 Effective the first pay period in July 2000, the salary schedule shall be increased by two and one-half percent (2 ½%).
- 3.3.2 If the 2000-2001 second principal apportionment, Exhibit C, Item II, Rate Cost of Living adjustment, exceeds two and one-half percent (2 ½%), then the salary schedule shall be adjusted by the amount over and above two and one-half percent (2 ½%). Such adjustment shall be retroactive to the first pay period in July 1, 2000.

3.4 Schedule Placement

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

3.4.1 COLUMN I

3.4.1.1 Academic Areas

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

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

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

3.4.2 COLUMN II

3.4.2.1 Academic Areas

Bachelor's and Master's degree

3.4.2.2 Vocational Areas

Bachelor's degree and R. N. License,

or

Bachelor's degree and two years appropriate occupational experience

3.4.3 COLUMN III

3.4.3.1 Academic Areas

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

3.4.3.2 Vocational Areas

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

or

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

3.4.4 COLUMN IV

3.4.4.1 Academic Areas

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

3.4.4.2 Vocational Areas

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

or

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

3.4.5 General

3.4.5.1 Occupational experience can be one year experience and one year of teaching; or two years of occupational experience.

3.4.5.2 Occupational experience means activities which a person has relied upon for his/her livelihood.

3.4.5.3 "Year" for the purposes of measuring occupational experience means that period of time which in that occupation is accepted by contract or general agreement as a regular work year for that occupation on a full-time basis. Occupational experience claimed which is less than full-time experience shall be counted towards a "year" in the same proportion as it bears to full-time work in that occupation.

3.4.5.4 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.

3.4.5.5 The baccalaureate or higher degree must be completed in an accredited institution of higher education.

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

3.4.5.7 All statements regarding experience must be verified in the form of an original letter from employer(s). Verification must include, but need not be limited to, dates of employment and a description of the duties performed. If employment was less than

full-time, employer must state how much time (1/2 time, 1/4 time, etc.).

3.4.5.8 All statements regarding academic qualifications must be verified by official transcript(s) of record from the institution(s) at which the credit was earned. An official transcript bears the signature in ink of the registrar and/or the impressed seal of the institution.

3.4.5.9 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.

3.4.5.10 All credentials shall be valid for service in California.

3.4.6 Step Advancement

3.4.6.1 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 the first day of the academic year.

3.4.6.2 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.

3.4.6.3 Effective September 1, 1986, and by converting hours to load, part-time nurses and librarians shall receive step advancements in the same manner as those advancements received by instructional part-time unit members.

3.4.6.4 Effective September 1, 1986, hourly unit members shall receive step advancements on a 3 to 1 basis for related occupational experiences gained after employment by the District and upon written verification submitted by the unit members, provided said experience would have been credited for step placement upon initial employment in the District.

3.4.7. Column Advancement

3.4.7.1 Unit members who are eligible for a column movement for any fiscal year shall

receive such advancement effective the first day of the academic year. Such unit members shall have applicable transcripts/work verifications appropriate to meet the qualifications of the requested column filed with the District prior to the first day of the academic year.

- 3.4.7.2 Only official transcripts submitted to the District prior to the above date will be accepted as verification of eligibility for column advancement. If by the first day of the academic year the unit member is unable to submit official transcripts, other official documents in the form of grade cards or letters from the college or university shall be submitted by said date. The District, however, shall not issue any warrants reflecting the column advancement until said official transcripts have been received, but in no case later than November 30th of each fiscal year. After submission of the official transcripts, the District shall issue a supplemental warrant to reflect the column advancement salary adjustment effective the first day of the academic year.
- 3.4.7.3 Graduate units shall be accepted for column advancement if they are earned in courses from an accredited institution, including colleges and universities that have been accredited in a single subject, and which are in the unit member's major, minor, or current assignment. For purposes of this Agreement, a college or university is an accredited institution if it has been accredited by one of the normally recognized regional accrediting agencies. Graduate units are those units earned in courses identified on the transcript as being graduate level. "Major" and "minor" shall be defined as the subject or area designated as such on the face of any valid degree (Bachelor's and beyond) or on the face of any valid credential which qualifies the unit member to be employed by the District. A minor may also be defined as having twenty-four (24) semester units of course work in a subject matter area including twelve (12) at the upper division or graduate level.
- 3.4.7.4 Other units including non-graduate shall be accepted for column advancement with approval granted prior to unit members' taking the course(s), by a committee consisting of the following: the Deputy Superintendent, Vice President of Student Learning and Success, the Dean of Instructional & Student Services Support, the Division Dean appropriate to the academic or occupational area, and three (3) unit members appointed by the Association. Non-graduate units may be earned through colleges, universities, or officially recognized professional organizations which offer continuing education units. Continuing medical education courses shall be accepted for column advancement on a fifteen (15) unit for one (1) unit basis. Other continuing education courses shall be accepted for column advancement, with the number of units to be determined by the committee.
- 3.4.7.5 With prior approval of the District, courses may be used for column advancement which are taken as part of a retraining program pursuant to Article 11: Reassignment Procedure, or which directly relate to previous teaching experience if such experience

directly relates to courses currently offered by the District.

3.4.8 Salary Schedule Placement Procedures

Placement on the salary schedule may be determined either by academic or occupational background. Such placement shall include both column and step. If a new unit member qualifies for placement on both academic and occupational experience, the placement shall be made based on whichever results in higher placement.

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

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

Unit members who are hired effective subsequent to the date of signing of this Agreement shall be given credit of one 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.

3.4.9 Definitions of Unit Members

"Full-time employee" - A unit member whose load is more than 60%

"Part-time employee" - A unit member whose load is not more than
(instructional and 60% (excluding Lou Gunsalus)
non-instructional)

"Hourly employee" - A unit member whose work is assigned on a week-to-week basis

3.4.10 Rates of Pay

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

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

$$\begin{array}{l} \text{Annual ten-month salary} \times .56 \times .5 \times \\ \text{percent semester load} \qquad \qquad \qquad = \text{semester salary} \end{array}$$

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

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

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:

$$\begin{array}{l} \text{Annual ten-month salary} \times .56 \times .5 \times \\ \text{percent summer school load} \qquad \qquad = \text{summer salary} \end{array}$$

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

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

3.4.11 Instructional Assignments

$$\begin{array}{l} \text{Annual ten-month salary} \div \text{hours} \\ \text{per year} \times .56 \qquad \qquad \qquad = \text{semester hourly rate} \\ \text{Annual ten-month salary} \div \text{hours} \\ \text{per year} \times .56 \qquad \qquad \qquad = \text{summer hourly rate} \end{array}$$

3.4.12 Non-Instructional Assignments

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

3.4.13 Hours Per Year

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

	<u>Hours/ Week</u>		<u>Weeks/ Year</u>	<u>Hours/ Year</u>
3.4.13.1 <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
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	21	x	35	735
Lab - Arch. Drafting, Auto, Business, Data Processing, Dental, Early Childhood, Electro-Mech.Drafting, Electronics, Engineering, Disabled Students, Fashion Design, Fire Science, Industrial Tech., Language Skill Center, Library, Machine Tech., Nursing, Police Science, Quality Technology, Speech, Welding, Nursing Clinic	21	x	35	735

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

	<u>Hours/ Week</u>		<u>Weeks/ Year</u>	<u>Hours/ Year</u>
Disabled Students Specialist	30	x	35	1,050
College Nurse, Coordinator (Evening, Weekend, or Off-Campus), Counselor, Psychologist, Librarian, Coordinator (Apprenticeship Program, and Learning Assistance Center)	40	x	35	1,400

3.5 Other Salary Related Matters

- 3.5.1 If academic attire for student graduation exercises is required by the District, the District shall provide such attire at no cost to the unit member.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 Unit members rendering services on a special contract on an hourly semester, or annual basis shall be paid at rates consistent with provisions of this Article. The District and an individual unit member may enter into a contract for projects for which services are rendered for an agreed-upon amount. Prior to completing an agreement for special services, the District will provide the Association with an informational copy of the duties, functions and proposed compensation.
- 3.5.5 Reimbursement shall be made to a unit member for loss, destruction, or damage by arson, burglary, or vandalism of personal property required for the performance of his/her duties in the District. Reimbursement not to exceed \$250 shall be made only when prior approval is obtained on a District-provided form for the use of the personal property before the property was brought on campus and when the value of the property was agreed upon between the unit member and the District. No reimbursement shall be made for mysterious disappearance, accidental damage, or any other loss suffered because of the lack of the supervision of the personal property by the unit member. In the event of loss, destruction, or

damage by arson, burglary, or vandalism of such personal property, the unit member shall file an Unusual Occurrence by the end of the workday following when the employee could reasonably have known of the loss.

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

ARTICLE 4: HEALTH AND WELFARE BENEFITS

- 4.1 From August 1, 1998 through December 31, 1998, the District agrees to make the following monthly (tenths) PEMHCA contribution for eligible full-time (100%) unit members: up to \$326.83 for single party coverage; up to \$653.65 for two (2) party coverage; and up to \$850.24 for family coverage. A pro rata contribution shall be made for eligible full-time unit members working less than 100%. In addition to PEMHCA medical insurance coverage, the District shall also provide full-time (100%) employees with a dental plan - Delta Dental with family orthodontia at the 70% level with a lifetime maximum of \$2,000 per family member, a vision plan - VSP with 12 months for exams and lenses and 24 months for frames, a \$50,000 term life insurance policy, and an Employee Assistance Resource Program; full-time employees working less than 100% may elect to participate in said dental, vision, life, and assistance plans, and, if so, receive a proration of the District contribution made for 100% unit members.
- 4.2 A full-time (100%) unit member waiving annual District coverage shall be provided with a \$1,500/year stipend in cash or for the purchase of a tax sheltered annuity (TSA) pursuant to IRS regulations and procedures of the Los Angeles County Office of Education; a pro rata stipend for said TSA purchase shall be provided to full-time unit members working less than 100% who annually waive District coverage.
- 4.3 For the 1999 and 2000 calendar 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.
- 4.4 Unless modified by subsequent agreement between the parties, the District's sole obligation upon expiration of this Agreement shall be to continue its FTE contribution rate that was in existence on January 1, 2001.
- 4.5 Each eligible full-time (100%) unit member shall be required to enroll in one of the medical plans offered by PEMHCA unless he/she submits an annual written waiver of said coverage.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 Unit members who are not full-time unit members shall not be eligible for health and welfare benefits as specified above.

4.10 As prescribed by PEMHCA, eligible unit members hired during the month shall be covered as of the first day of the following month. Eligible unit members who complete the school year shall receive coverage under health and welfare benefit plans effective through the last day of August. Eligible unit members who terminate their employment prior to the end of the school year shall be covered by health benefits through the end of the month following the month in which they terminate their employment. Other benefits (i.e. dental, VSP, life insurance) continue only through the month in which they terminate.

4.11 Retirement Benefits, Part-Time Faculty

4.11.1 Part-time faculty not covered by STRS nor covered by OASDI prior to July 1, 1991 by the Rio Hondo Community College District, shall be placed in the Accumulated Program for Part-Time and Limited Service Program (APPLE) alternative plan to Social Security coverage for District employment.

4.11.2 The effective date of the APPLE plan inclusion shall be January 1, 1992.

4.11.3 Under the APPLE plan, the District and the individual employee shall each pay a 3.75% payroll tax.

4.11.4 The installation and annual administration fees for the APPLE plan shall be paid by the District.

4.11.5 The annual participant fee shall be paid by the District for only that period of time until the plan earnings generate revenues to pay said fee.

4.12 Health Insurance, Part-Time Faculty

As soon as administratively feasible after ratification of this Agreement, through Blue Cross, Blue Shield or Kaiser health insurance shall be available to part-time unit members, subject to the following conditions:

4.12.1 The District shall contribute up to a total pool of \$20,000 per fiscal year for part-time employee health insurance premium contributions.

4.12.2 Said annual pool shall be prorated among participating part-time unit members, but in no event shall a unit member receive more than a \$500 per fiscal year District contribution. After the conclusion of the fiscal year, if there is a balance in the annual pool, then such balance shall be distributed in proportion to the number of semesters taught in the current fiscal year, not to exceed 50% unit members annual health care premium.

4.12.3 To participate in this program, a part-time unit member shall: have previously served the District as a part-time instructor for a minimum of two (2) full semesters; be actively

employed at the time of enrollment; not have full health insurance coverage through another source; and comply with all requirements and procedures of the carrier for enrollment and maintenance of coverage. The District contribution contemplated herein shall be made directly to the carrier.

ARTICLE 5: HOURS OF EMPLOYMENT AND WORK LOAD

Days and Hours of Service

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

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

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

- 5.2 Unit members who are providing classroom instructional duties shall provide said duties in conformance with Academic Calendars in Appendixes B, C, and D.

- 5.3 Full-time unit members shall be available for assignments five (5) days per week although teaching assignments may be less than five (5) days per week. Full-time unit members shall work forty (40) hours per week to perform those tasks related to their assignments. Said tasks shall include:

5.3.1 Classroom preparation and instruction; the District shall make a reasonable effort to limit a unit member's assignment to no more than three preparations, excluding labs. Non-instructional unit members shall perform those duties and responsibilities as identified in the job description.

5.3.2 Meeting with students during posted office hours

5.3.3 Maintaining accurate grade and attendance records of students

5.3.4 Preparing and submitting proper reports

- 5.3.5 Attending scheduled faculty and division/area meetings
- 5.3.6 In addition, unit members shall select other tasks as part of the work week including but not limited to the following:
 - 5.3.6.1 The development, implementation, and evaluation of the instructional program, i.e., selection of textbooks, course and curriculum revisions, use of appropriate instructional techniques, budget preparation, and teaching assignments
 - 5.3.6.2 The advisement of students in course selection, academic achievement, and career planning within the unit member's discipline
 - 5.3.6.3 Participation in the selection of academic and classified staff
 - 5.3.6.4 Participation in college and division/area committees
 - 5.3.6.5 Participation in staff development programs, advanced study or related work experience, and attendance at conferences
 - 5.3.6.6 Participation in the active recruitment of students
 - 5.3.6.7 Performance of college-related services in the community
 - 5.3.6.8 Articulation with high schools and transfer institutions (may include visitations)
 - 5.3.6.9 Providing job placements for students
 - 5.3.6.10 Participation on advisory committees
 - 5.3.6.11 Participation in co-curricular activities on and off campus
 - 5.3.6.12 Participation in the accreditation process
 - 5.3.6.13 Participation as a speaker in the community
 - 5.3.6.14 Assisting in the planning of facilities
- 5.3.7 Included within these duties and activities will be the teaching load in accordance with Appendix E unless otherwise modified as provided in this Agreement.
- 5.3.8 Job descriptions for 100% special assignments should be available in the Human Resources Office.

5.4 The forty (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.

5.4.1 Part-time and hourly unit members shall work the days and times in accordance with the District-approved schedule.

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

5.5 Work Loads

For the duration of this Agreement unless otherwise modified in accordance with provisions of this Agreement, the unit member's work load shall be as follows:

5.5.1 For unit members who are providing classroom instruction during the regular school year, a full (100%) load shall be in accordance with Appendix E, or pro rata share thereof.

5.5.2 Counselors and Librarians employed full time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty-five (35) hours desk/student contact and five (5) hours of other selected tasks as enumerated above (5.3). 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.

5.5.3 Coordinator (Evening, Weekend, or Off-Campus), Coordinator - Apprenticeship Program, College Nurse, Psychologist, Learning Assistance Center, 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 Coordinator, College Nurse, Psychologist, and other student services specialists shall perform those tasks related to their assignments in addition to selected tasks as enumerated above (5.3). If a Coordinator, College Nurse, Psychologist, or other student services specialist is assigned a teaching assignment during the academic year, his/her forty (40) hour week shall be reduced by that proportion his/her teaching assignment relates to a normal teaching assignment.

5.5.4 Disabled Student Specialists employed full time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty (30) hours of assigned time and ten (10) hours of selected tasks as enumerated above (5.3). If a Specialist 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.

5.5.5 The process for selection of Special Assignment Personnel, and the determination of the amount of released time granted for project assignments, shall be done in accordance with department-developed procedures, if any, as approved by the District; in the absence of said procedures, the Division Dean shall make these determinations. However, the District and the Association shall each appoint 3 members to a committee that will be charged with the responsibility of developing a District procedure for the selection of Special Assignment Personnel for only those situations where a department-developed procedure has not been established. The committee shall develop said District procedure as soon as possible for implementation at the start of the first semester of 1996-97. In no event shall the committee fail to establish a procedure by the end of the 1996-97 school year.

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

5.6 Work Load Range

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

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

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

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

5.6.5 To calculate the percent load for a special assignment, the number of weekly hours of a special assignment will be divided by forty (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.

- 5.6.6 Exceptions to the above work load range are subject to mutual agreement of the unit member and the District.

5.7 Overload, Summer School, Part Time and Weekend Assignments

- 5.7.1 Overload, summer school, part-time and weekend assignments shall be subject to mutual agreement of the unit member and the District. Mutual agreement between the unit member and the District shall be indicated by the signing of a schedule reflecting tentative approval of the overload, summer school, part-time or weekend assignments. Overload, summer school, part-time and weekend assignments shall be distributed according to such criteria as, but not limited to longevity, areas of specialization, rotation, prior satisfactory District service, availability of instructors, and in accordance with division/area developed procedures as approved by the District. Such assignments shall include but not be limited to additional classes, adult education, mini courses, community services, and directed studies.
- 5.7.2 Overload and summer school assignments shall not exceed 40% of a normal load except as approved by the District.
- 5.7.3 Any overload or summer school assignment may be terminated by the District at any time. In the case of such termination, the District shall provide the unit member with the reasons for said termination in writing. The reasons shall not be subject to the grievance procedure except as such reasons violate other provisions of this Agreement.
- 5.7.4 The District and the Association recognize the importance of support services during summer session. The counseling faculty shall have summer session assignments that are distributed in accordance with departmentally-developed procedures. The District shall determine the number of assignments available prior to March 15. The counseling faculty shall return the signed assignment sheets prior to April 15. Counselors will work a minimum shift of four hours.

5.8 Office Hours

- 5.8.1 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.
- 5.8.2 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.

5.9 Scheduling

- 5.9.1 Classes comprising unit member's load (day and evening) shall be scheduled by the District after providing an opportunity for recommendations from the unit members in the division/area. The District shall endeavor to make such evening assignments on an equitable basis.
- 5.9.2 The unit member and the Division Dean shall sign the instructor assignment sheets indicating the tentative schedule for the unit member. If administratively feasible, the signed instructor sheets shall not be modified without prior discussion and subsequent notification to the unit member.
- 5.9.3 Unit members shall not be scheduled for more than three consecutive lecture hours of classes except by mutual agreement of the unit member and the District.
- 5.9.4 For purposes of scheduling only, evening classes will be defined as those classes with the majority of the class time occurring after 4:30 p.m.
- 5.9.5 If the District knows of its intention not to re-employ a part-time or hourly unit member for the subsequent semester, the District shall notify such unit member at least 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.

5.10 Attendance at Division/Area and District Meetings

- 5.10.1 Division/area meetings normally shall be held on Tuesdays or Thursdays during the activity period. Full-time unit members shall attend scheduled division/area meetings except as otherwise authorized by the Division Dean or designee.
- 5.10.2 The maximum number of division/area and/or district-wide meetings requiring unit member attendance during the academic year shall not exceed twenty-five (25). Upon mutual agreement of the full-time unit members in a division/area and the Division Dean additional meetings may be scheduled. For district-wide meetings, at least five (5) work days' advance notice shall be provided to unit members except in cases of emergencies. Except in unusual circumstances, mandatory attendance at division/area staff meetings shall be preceded by a five (5) day advance written notice to said staff. Any meetings required for implementation of this agreement involving unit members shall not be counted in determining the maximum number of division/area meetings per academic year.
- 5.10.3 The full-time unit members in the division/area and Division Dean shall attempt to develop a

schedule of dates for division/area meetings during the academic year.

5.11 Extended Field Trip Courses

5.11.1 A 13% load factor shall be assigned for each class in the series taught for one 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

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

Two Week Field Trip

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

5.12 Letters of Resignation

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

5.13 FLEX Calendar

5.13.1 A maximum of seven (7) FLEX days per year (42 hours), in lieu of instruction, of which up to five (5) days (30 hours) may be spent on off-campus activities that are recommended by the FLEX Committee. The remaining two (2) FLEX days shall be spent on campus, one prior to start of each semester.

5.13.2 The FLEX Committee is composed of equal membership from the Association and the administration.

5.13.3 The FLEX calendar shall begin early enough in August to permit the end of the first semester

prior to the winter recess; unless the parties mutually agree to the contrary, the second semester shall end at least one week before the start of the summer session.

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

ARTICLE 6: REGULATIONS FOR REDUCTION IN WORK LOAD

- 6.0 Unit members are to request a reduction in work load in writing and direct it to their supervisor(s). A copy of each completed request will be forwarded to the President of the Association upon receipt by the District. When disposition of the request is determined, a second copy of the completed form will be forwarded to the President of the Association. With approval of the District, full-time unit members may reduce their work load to part-time subject to the following regulations:
- 6.1 The unit member shall have reached the age of 55 prior to the reduction of work load.
- 6.2 The unit member shall have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) were full-time employment.
- 6.3 During the period immediately preceding a request for reduction in work load, the unit member shall have been employed full time in a position for which he/she has met the minimum qualifications for teaching in a California community college for a total of at least five (5) years without a break in service. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.
- 6.4 The option of part-time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the unit member and the District.
- 6.5 The unit member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
- 6.6 The unit member shall receive the health and welfare benefits in the same manner as a full-time (100%) unit member as provided in Article 4, Health and Welfare Benefits.
- 6.7 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position.
- 6.8 The total number of years of reduction of workload shall not exceed ten (10) years. Earlier termination shall occur upon the mutual agreement of the District and the unit member, pursuant to Education Code Section 22713.
- 6.9 The period of such part-time employment under the reduced work load program shall not extend beyond the end of the school year during which the unit member reaches his/her 70th birthday.

- 6.10 The unit member shall request to participate in the reduction of work load program no later than February 1 for the following school year. At the discretion of the District, requests received after this deadline may be considered.

ARTICLE 7: CLASS SIZE

- 7.0 The number of students enrolled and attending any class (class size) shall be subject to the limitations inherent in the nature of the class, the size of the room, the number of available student stations and available equipment, the safety of students, and the educational mode of instruction in accordance with the following provisions effective September 1, 1981:
- 7.1 Unless modified in accordance with the following provisions, class size limits for the term of this agreement shall be those in effect as of February 1, 1981, as recorded in the master course data file.
- 7.2 Conformance to class size limits (maximums) shall be determined no later than the end of first census week of each term.
- 7.3 Established class limits may be changed or new class limits established after consideration by a committee comprised of three administrators selected by the Deputy Superintendent, Vice President of Student Learning and Success, 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 Deputy Superintendent, Vice President of Student Learning and Success, 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 Deputy Superintendent, Vice President of Student Learning and Success, or designee, for consideration. After reviewing the recommendations, the Deputy Superintendent, Vice President of Student Learning and Success, or designee, shall make a final decision concerning the proposed change in class size limit or the new class limit. Such decisions shall be submitted to the committee members in writing and shall include a statement of rationale for said decisions. The rationale shall not be subject to the Grievance Procedure except as such rationale violates other sections of the Agreement.
- 7.4 District reserves the right to enroll students in excess of the limits recorded in the Master Course Data File. Said students (over enrollees) shall be specifically identified. The District and unit members shall advise the over enrollees that continued enrollment in the class is subject to availability within the class size limits of the Master Course Data File. The unit member shall be required to accept any over enrollees in the order of enrollment for each student who fails to attend class or drops a class up to the class size limits in the Master Course Data File. Established class limits may be exceeded for a given section(s) upon recommendation of the Division Dean with consent of the instructor involved.
- 7.5 The District reserves the right to cancel any classes. Upon request of the unit member, the District shall provide the unit member with the written rationale for canceling the class. The rationale shall not be subject to the Grievance Procedure except as such rationale may violate other sections of this Agreement.

ARTICLE 8: LEAVES OF ABSENCE

8.0 Paid Leaves

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

8.1 Personal Illness and Injury Leave

8.1.0 Purpose

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

8.1.1 Full-Time Unit Members

- 8.1.1.1 Full-time unit members employed five (5) days per week shall be entitled to ten (10) days paid leave for each school year (10 months) for purposes of personal illness or injury. Unit members who work more or less than a full school year shall be entitled to the pro rata equivalent amount of personal illness or injury leave, e.g., a unit member who works six (6) school months is entitled to six (6) days leave and a unit member who works 11 school months is entitled to 11 days of leave.
- 8.1.1.2 After all accumulated and earned leave as set forth in (8.1.1.1) above and (8.1.1.4) below is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) calendar months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute in accordance with Column II, Step 8 of the applicable salary schedule. The District shall make every reasonable effort to secure the services of a substitute. The five (5) calendar month period shall begin after the utilization of the annual entitlement of ten (10) days as provided in (8.1.1.1) above and shall run concurrently with any accumulated leave until such accumulated leave is exhausted; then the differential pay shall begin for the remainder, if any, of the five (5) calendar months.
- 8.1.1.3 At the beginning of each school year each unit member shall receive a personal illness and injury allotment credit equal to his/her projected entitlement for the school year. Personal illness and injury leave need not be accrued prior to taking such leave by a unit member. If a unit member resigns, retires, or is terminated and has used more personal illness and injury leave than was earned, the amount of pay for days used but not earned shall be deducted from the final warrant of the unit member.
- 8.1.1.4 If a unit member does not utilize the full amount of leave as authorized in (8.1.1.1) above in any school year, the amount not utilized shall be accumulated from year to year.
- 8.1.1.5 A unit member whose absence under this section exceeds five (5) consecutive work days shall provide a statement from a licensed physician or practitioner stating the reason for the absence. Additionally, it shall be the prerogative of the District to require verification of an absence of less than five (5) calendar days if the District has reason to believe that the absence may not have been used for proper personal illness and injury leave purposes. In the absence of the requested verification, the absence shall be deemed an unauthorized absence.
- 8.1.1.6 A unit member must contact his/her immediate supervisor as soon as the need to be absent is known to permit time to secure a substitute service. If the unit member fails to notify the District at least two (2) hours prior to assigned duties, the absence shall be deemed an unauthorized absence unless the employee's illness, as defined herein,

occurred within the two (2) hour advance notice period or the nature of said illness prevents the employee from giving the prescribed amount of advance notice.

8.1.1.7 A unit member who is absent for one-half 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.

8.1.1.8 A unit member shall not be allowed to return to work and shall be placed on leave without pay if the unit member fails to notify the District of his/her intent to return to work the next work day by 3:30 p.m. of the preceding day if such failure results in a substitute being secured.

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

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

8.1.2.1 Unit members working a part-time assignment (less than 60%) shall earn one (1) hour of personal illness and injury leave for each twenty (20) hours of time worked.

8.1.2.2 Any unused personal illness and injury leave shall be accumulated from year to year.

8.1.2.3 A break in service will not result in a loss of accumulated personal illness and injury leave unless such leave is transferred to another District or a break in service exceeds three consecutive semesters not including summer school.

8.1.2.4 Part-time unit members may use personal illness and injury leave as accrued.

8.1.2.5 If a full-time unit member, assigned a part-time position, is absent from the part-time assignment, the following shall occur:

8.1.2.5.1 The absence shall be charged against the part-time personal illness injury account.

8.1.2.5.2 After the part-time personal illness and injury account has been exhausted, any absence shall be charged against the full-time personal illness and injury account. Use of the full-time account for a part-time assignment shall be on a prorata basis.

8.1.2.6 If a full-time unit member who was previously assigned a part-time position is absent from the full-time assignment, the following shall occur:

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

injury account.

8.1.2.6.2 After the full-time personal illness and injury account has been exhausted, any absence shall be charged against the part-time personal illness and injury account. Use of the part-time account for a full-time assignment shall be on a pro rata basis.

8.1.2.7 Upon retirement, full-time unit members shall have all unused part-time personal illness and injury leave added to their full-time personal illness and injury account.

8.1.3 Notification of Accumulated Personal Illness and Injury Leave

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

8.1.4 Transfers of Accumulated Personal Illness and Injury Leave

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

8.2 Jury Duty

8.2.1 For up to ten (10) days per school year, a unit member may be absent from duty without loss of pay as the result of having been called for and appearing for jury duty, excluding a grand jury. The District reserves the right to request a postponement to another time mutually agreeable to the unit member and the District. The unit member is required to notify the District as soon as he/she receives notice of his/her jury duty.

8.2.2 The unit member serving on jury duty who receives pay from the District during such absence shall be required to collect jury duty fees and remit such fees to the District, or in the absence of such remittance, the unit member shall receive the difference between his/her regular salary and the jury duty fees.

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

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

8.3 Bereavement Leave

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

8.4 Leave for Industrial Accident or Illness

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

- 8.4.1 The accident or illness must have arisen out of and in the course of the employment of the unit member and must be accepted as bonafide injury or illness arising out of and in the course of employment by the Carrier or administering agent for workers' compensation coverage. Such acceptance shall be based upon the laws and rules and regulations of the State governing workers' compensation.
- 8.4.2 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability which shall not exceed sixty (60) working days in any one fiscal year for the same accident.
- 8.4.3 Leave under these rules and regulations shall commence on the first day of absence.
- 8.4.4 The benefits provided by these rules and regulations shall be applicable to all unit members immediately upon becoming an employee of the given District.
- 8.4.5 Allowable leave shall not be accumulated from year to year.
- 8.4.6 Payment for wages lost on any day shall not, when added to an award granted the unit member under the workers' compensation laws of the State, exceed the normal wage for the day.
- 8.4.7 Industrial accident or illness leave shall be reduced by one (1) day for each authorized absence regardless of the compensation award made under workers' compensation.
- 8.4.8 When an industrial accident or illness occurs at the time when the full sixty (60) days will

overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurred for the same illness or injury.

- 8.4.9 Industrial accident or illness leave of absence is to be used in lieu of entitlement to other leaves. When entitlement to an industrial accident or illness leave has been exhausted, entitlement to other personal illness and injury leave will then be used; but if the unit member is receiving workers' compensation, he/she shall be entitled to only that portion of his/her accumulated available personal illness and injury leave, accumulated compensatory time off, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary. When applicable, the following formula shall be used: Divide the disability check, endorsed to the District, by the unit member's daily salary rate to determine the equivalent number of days.
- 8.4.10 Periods of leaves of absence, paid or unpaid, shall not be considered to be a break in service of the unit member.
- 8.4.11 During all paid leaves of absence, whether industrial accident leave as provided in this section, personal illness and injury leave, vacation, compensatory time off or other available leave provided by law or the action of the Board of Trustees, the unit member may endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for payment of salary and shall deduct normal retirement and other authorized contributions. In the absence of such endorsement, the District shall issue the unit member appropriate warrants for the difference between his/her regular salary and the amount of the wage loss benefit checks. Reduction of entitlement to leave shall be made only in accordance with this section.
- 8.4.12 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the district authorizes travel outside the state.

8.5 Personal Necessity Leave

- 8.5.1 Each unit member shall be entitled to use seven (7) days of his/her personal illness and injury leave allotment during each school year for personal necessity; the procedure for approving personal necessity absences shall be centralized in the Department of Human Resources. Under no circumstances shall personal necessity leave be available to seek other employment or for concerted activities. A unit member must contact his/her immediate supervisor as soon as the need to be absent is known in order to permit time to secure a substitute service; the parties recognize that some instances of the need for personal necessity absence (such as an automobile accident in route to the College, or the sudden serious illness of a member of the immediate family) do not lend themselves to a normally prescribed amount of prior notice, and in such instances the standard prior notice requirement shall be waived in favor of

as much advance notice as humanly possible.

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

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

8.6 Quarantine

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

8.7 Judicial and Official Appearance Leaves

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

8.7.2 The District may grant a paid leave of absence to a unit member for a judicial or official appearance as witness when subpoenaed other than as a litigant or in support of a litigant. The unit member shall request such a leave through his/her immediate supervisor as soon as the need to be absent is known to permit time to secure a substitute. Notwithstanding the foregoing, a unit member shall receive release time to appear as a witness when subpoenaed. This witness release time provisions shall be terminated on the last day of this Agreement unless the parties agree otherwise in writing.

8.8 Family Care and Medical Leave Act

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

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

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

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

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

8.8.4.3 If additional leave is required upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written certification consistent with the requirements for an initial certification.

8.8.5 Definitions:

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

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

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

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

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

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

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

8.8.9 Family care and medical leave may be taken in one (1) or more periods. Leave may be taken

in increments of at least one (1) day for recurring medical treatment certified by a health care provider.

- 8.8.10 This section shall not be construed to entitle the employee to receive disability benefits under Part 1 (commencing with Section 3201) of Division 4 of Labor Code (Workers Compensation).

8.9 Leave of Absence - Exchange Program

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

8.10 Sabbatical Leave

8.10.1 Philosophy and Purpose of Sabbatical Leaves

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

8.10.2 Eligibility of Unit Members

- 8.10.2.1 Any full-time unit member who has served the District for six (6) consecutive years in a full-time academic or faculty position may apply for a sabbatical leave.
- 8.10.2.2 Full-time unit members who have been granted a sabbatical leave shall become eligible after six (6) years of consecutive service in a full-time academic or faculty position subsequent to their last sabbatical leave, if the sabbatical leave began in the fall and six and one-half (6 ½) years if the sabbatical leave began in the spring.
- 8.10.2.3 Leaves shall not be granted for more than two (2) full consecutive semesters or less than one 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 (8.10.2.2) above.

8.10.2.4 Military leave and paid leaves shall not be deemed a break in continuity of service for the purposes of this article.

8.10.2.5 If a sabbatical leave request is approved for a full-time unit member, and he/she then withdraws the application after approval, such full-time unit member shall be precluded for a period of two (2) years from filing a new application for sabbatical leave unless extenuating circumstances existed compelling his/her withdrawal of the application for leave.

8.10.2.6 The president of the Rio Hondo College Faculty Association-CTA/NEA shall Receive the ranking of the sabbatical leave requests from the Sabbatical Leave Review Committee at the same time that they are forwarded to the Superintendent/President.

8.10.2.7 The Superintendent/President shall transmit, in a timely manner, the ranking of the sabbatical leave requests to the Board of Trustees for its approval.

8.10.2.8 Unit members shall not be required to secure a corporate surety bond in order to receive a sabbatical leave.

8.10.3 Application Procedure

8.10.3.1 Application shall be submitted to the District by October 31st for consideration for the subsequent school year on a District-provided form.

8.10.3.2 A unit member's application for sabbatical leave shall not be modified by the District without the mutual consent of the District and unit member.

8.10.3.3 A unit member's application shall include a detailed prospectus of the purposes and activities for which the leave is requested.

8.10.4 Approval of Sabbatical Leaves

8.10.4.1 Sabbatical leave requests shall be reviewed by a Sabbatical Leave Review Committee comprised of three representatives designated by the Faculty Association and three representatives designated by the District.

8.10.4.2 In reviewing requests, the Sabbatical Leave Review Committee shall consider the criteria on the District sabbatical leave request form in a manner to be determined by

the committee.

8.10.4.3 The Sabbatical Leave Review Committee shall rank all sabbatical requests and forward them to the Superintendent/President for transmittal to the Board of Trustees.

8.10.4.4 The District shall provide five 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. At its sole and exclusive discretion, the District may grant Sabbatical Leaves in excess of five (5) per year.

8.10.5 Agreement and Failure to Return

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

8.10.5.2 If a full-time unit member on leave fails to return and complete required services as an employee of the District, an amount calculated as follows shall be returned to the District:

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

8.10.5.3 In case of death, the full-time unit member or his/her estate shall not be required to return compensation received from the District during the leave period. The payment shall cease upon the death of the unit member on leave.

8.10.5.4 Disability while on sabbatical leave to such an extent as to render full-time unit member unable to return to the District at the termination of the sabbatical leave or death while on sabbatical leave shall serve to exonerate full-time unit member's agreement and bond.

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

8.10.6 Compliance with Leave Conditions

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

8.10.7 Salary While on Leave

While on leave full-time unit members shall receive as compensation 85% of their base salary for one 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.

8.10.8 Illness or Injury While on Sabbatical Leave

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

8.10.9 Reinstatement Upon Return from Sabbatical Leave

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

8.11 Unpaid Leaves

8.11.1 Upon request, the District may provide a unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her infant. The duration of such leave shall not exceed one 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.

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

8.11.3 Unpaid leave may be granted a unit member for a period of up to one school year. The leave shall normally commence at the start of a semester or a school year. The District may authorize a different starting date if the unit member demonstrates why the leave could not commence at the beginning of the semester or school year.

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

8.11.5 Such leaves are without compensation or credit toward service.

- 8.11.6 Unit members who go on an unpaid leave during any pay period shall receive their health and welfare coverage for the balance of that pay period. Thereafter, they shall be allowed to continue coverage provided they make advance payments of the premiums in a manner reasonably required by the District.
- 8.11.7 Should the District deny a unit member an unpaid leave, the unit member may request, in writing, within ten 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.

8.12 Catastrophic Leave

- 8.12.1 The parties agree to establish a catastrophic leave program to permit employees to donate eligible leave credits to an employee when that employee or a member of his or her family suffers from a catastrophic illness or injury. A catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee over an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Eligible leave credits means sick leave accrued to the donating employee.
- 8.12.2 Eligible leave credits may be donated to an employee for catastrophic illness or injury if all of the following requirements are met:
1. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness satisfactory to the Catastrophic Leave Committee.
 2. The Catastrophic Leave Committee determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
 3. The employee has exhausted all accrued paid leave credits.
- 8.12.3 If the transfer of eligible leave credits is approved by the Catastrophic Leave Committee, any employee may, upon written notice to the Committee, donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter.
- 8.12.4 The maximum amount of time for which donated leave credits may be used, is twelve consecutive months.

- 8.12.5 Transfer of eligible leave credits shall be irrevocable. Unused donated leave credits shall be banked and used for the purposes set forth in this Section.
- 8.12.6 An employee who receives paid leave pursuant to this Section shall use any leave credits that he or she continues to accrue on a monthly basis prior to using donated paid leave.

ARTICLE 9: EVALUATION PROCEDURES

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

9.1 Definition of Terms

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

9.1.1 Authorized Evaluators

Division Deans
Immediate Administrator for non-teaching unit members
Appropriate Dean
Deputy Superintendent, Vice President of Student Learning and Success
Peer Review Committee

9.1.2 Initial Conference

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

9.1.3 Evaluation Visitation

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

9.1.4 Consultation

A conference with a unit member following an evaluation visitation

9.1.5 Formal Evaluation

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

9.1.6 Evaluation Conference

A conference to review and sign the completed evaluation

9.1.7 Evaluation Terms

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

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

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

9.1.8 Peer Review

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

9.1.9 Full-Time Contract Unit Members

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

9.1.10 Full-Time Regular Unit Members

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

9.1.11 Part-Time Instructional Unit Members

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

9.1.12 Part-Time Non-Instructional Unit Members

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

9.1.13 Student Instructional Report

A report of unit member's teaching performance by students enrolled in the class or classes of

a unit member (Appendix F).

9.1.14 Unit Member Requested Visitations

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

9.1.15 Facilitator

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

9.2 General Evaluation Principles

- 9.2.1 The primary aim of evaluation is to improve professional effectiveness. The District accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and those evaluated. To promote this respect and confidence, the District will provide training for administrators in the process of evaluation.
- 9.2.2 Data supporting the complete evaluation document shall be readily available to the parties in interest on a need-to-know basis.
- 9.2.3 All data used in the evaluation material shall be accurate and verified by the evaluator. Hearsay shall not be included in the evaluation material.
- 9.2.4 Evaluators shall consider the rights and responsibilities of unit members as outlined in Board Policy 2203, Academic Freedom, in developing evaluations.
- 9.2.5 In the absence of specific provisions in this evaluation article, the District shall exercise practices and procedures pursuant to and not in conflict with provisions of the Education Code.
- 9.2.6 Constructive criticisms and suggestions for improvement, if any, shall be specific and in writing. If major inadequacies are found to exist, they will be followed by additional supportive assistance. Information relating to a unit member's strengths and weaknesses will be discussed openly and frankly with the individual being evaluated.
- 9.2.7 In assessing a unit member's performance, the administrative evaluator shall consider only the unit member's roles and responsibilities as identified in the Unit Member Evaluation Report (Appendix G) and such other criteria as shall be mutually determined. In addition to

observations made during arranged visitations, the evaluator may consider observations made of the unit member performing his/her duties outside the classroom that are in keeping with those roles and responsibilities as listed in the Unit Member Evaluation Report. Conditions over which a unit member has no control shall not impact negatively upon his/her evaluation.

- 9.2.8 The authorized administrative evaluator shall have the opportunity for classroom or other appropriate visitations except for regular faculty, as provided for herein. At the request of the unit member, another authorized evaluator may be selected for a visitation. A visitation made in conjunction with a formal evaluation will be arranged by the authorized evaluator at least one week prior to the visit. The observation shall be of sufficient duration to provide the evaluator with adequate data with which to make an accurate and meaningful evaluation. Unit member requested visitations may occur.
- 9.2.9 By mutual agreement, the unit member and immediate administrator may each select another person to make additional classroom visitations and share the observations with both the evaluator and evaluatee.
- 9.2.10 Lack of good faith participation in the peer review process by a unit member, as either an evaluator or evaluatee shall be a consideration in said unit member's evaluation.

9.3 Evaluation of Full-Time Regular Unit Members

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

9.3.1 Administrative Evaluation

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

9.3.2 Peer Review

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

Process: Peer Review").

9.3.2.1 Committee Selection: The unit member to be evaluated shall select a peer review committee consisting of a minimum of two faculty, one of which must be regular full-time; the other may be a full-time contract faculty or a part-time faculty who has taught three semesters at Rio Hondo. The committee will be mutually agreed upon by the District and the unit member. If mutual consent does not occur, the unit member shall select another committee. In the event that this committee is not mutually agreed upon, another committee made up of two faculty members selected by the unit member and one selected by the District shall be formed. The unit member shall forward the names of the committee to the Office of Human Resources no later than December 1st. The committee notification shall be signed by

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

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

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

- 9.3.2.2.2 Should the plan not be completed, the unit member shall be evaluated during the first semester of the following year.
- 9.3.2.2.3 An "in progress" shall be considered an evaluation. Unit members designated as such shall continue through the two year cycle as long as Academic Support Plans are in the Office of Human Resources. If the Academic Support Plan is not on file by December 1st of the second year, the unit members will receive a letter from the Office of Human Resources that they will be scheduled for Administrative Review in May if their Peer Reviews are not completed by March 31st.
- 9.3.2.2.4 Unit members who have a committee approved by December 1st, who have not completed their peer review plan by February 28th, will receive a letter from the Office of Human Resources informing them that they will be scheduled for Administrative Review in May if their peer reviews are not completed by March 31st. The Office of Human Resources will inform unit member of the name of the evaluator.
- 9.3.2.3 In progress - Committee Selection: The unit member to be evaluated shall select a peer review committee consisting of a minimum of two regular full-time faculty. The committee will be mutually agreed upon by the District and the unit member. If mutual consent does not occur, the unit member shall select another committee consisting of a minimum of two regular full-time faculty. In the event that this committee is not mutually agreed upon, another committee made up of two regular full-time faculty members selected by the unit member and one selected by the District shall be formed. The unit member shall forward the names of the committee to the Office of Human Resources no later than December 1st. The notification shall be signed by the appropriate District representative.
- 9.3.2.3.1 Unit members who do not have a committee approved by December 1st, will receive a letter from the Office of Human Resources informing them they will be scheduled for Administrative Review in May if their Peer Reviews are not completed by March 31st. The Office of Human resources will inform the unit members of the name of the evaluator. If the District is responsible for the committee not being approved, at steps 1 and 2 in the formation of that committee, the District shall select its committee member in step 3 by January 15th.
- 9.3.2.4 Process: The committee shall meet with the unit member to agree upon the components of the review which shall consist of a performance observation and student evaluations which may consist of CAT's, and open-ended surveys at mid-semester, and/or semester's end. These student evaluations may or may not be shared with the committee at the option of the unit member. The evaluation may

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

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

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

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

9.4 Appeal Process

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

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

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

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

9.5 Evaluation of Full-Time Contract Unit Members

9.5.1 Administrative Evaluation

9.5.1.1 Full-time contract unit members shall be evaluated at least once in each academic year. The authorized evaluator shall be responsible for the evaluation process and the final evaluation report of unit members. The Division Dean or the immediate administrator for non-teaching unit members shall be the primary evaluator.

9.5.1.2 Unit members with assignment in more than one department shall be formally evaluated in that department in which the greatest proportion of their assigned load exists. If a split assignment is of equal proportion, the unit member may initially select the division/department in which the evaluation will take place; thereafter, the division/department shall alternate. Unit members may be visited and evaluated by the authorized evaluator(s) of the other department(s) in which said unit member has an assignment. The observations from the visitation may be integrated into the formal evaluation, and, if included in the formal evaluation, all authorized evaluators shall participate in the evaluation conference and shall sign the formal evaluation.

9.5.1.3 The District shall notify the unit member of the identity of his/her evaluator by the end of the third week of the year during which the unit member will be evaluated if the evaluator is to be someone other than the immediate administrator. If the unit member is not employed or on leave during the first semester of the school year, such notification shall occur by the end of the third week of the second semester.

9.5.1.4 An evaluator shall hold an initial conference with the unit member to be evaluated prior to the end of the fifth week of the school year during which the unit member is to be evaluated. The evaluator shall provide to the unit member the faculty handbook and review and provide the evaluation procedures and instruments (as contained within this article). During this conference, evaluation visitations will be arranged. If the unit member is not employed or on leave during the first semester of the school year, the initial conference shall be held prior to the end of the fifth week of the second semester.

9.5.1.5 Full-Time First Contract Unit Members

9.5.1.5.1 Full-time first contract unit members shall be evaluated during the first semester of their employment. This shall include at least two visitations made prior to the end of the fall semester or the end of the spring semester. Such visitations will be followed by a consultation to discuss the observations made by the evaluator and other relevant evaluation information. During the consultation, the evaluator shall review with the unit member those areas where he/she has been

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

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

9.5.1.5.3 A full-time contract unit member initially hired in the second semester of any school year shall not be subject to the following Peer Review Procedures for said year.

9.5.2 Peer Review

9.5.2.1 Peer review of a first contract unit member will be done in accordance with Matrix A and Flowchart A of the peer review process. (See attached entitled "Faculty Evaluation Process: Peer Review"). First contract faculty evaluations shall consist of three observations: two, the first semester; the third, prior to February 15.

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

9.5.2.3 Process (full-time first contract unit members): Within the first four weeks of the first semester, the committee shall meet with the unit member to discuss the required performance observations; the teaching portfolio; and the student evaluations which may consist of CAT's, open-ended survey at mid-semester, and semester's end questionnaire. These student evaluations may or

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

9.6 Full-Time Second Contract Unit Member

9.6.1 Administrative Evaluation

9.6.1.1. A full-time second contract unit member shall be evaluated prior to the end of the first semester of their second years of employment. This evaluation will include at least two visitations second year unit members and one visitation for third year unit members followed by consultations to discuss the observations. During the consultations, the evaluator shall review with the unit member those areas where he/she has been deemed satisfactory as well as any specific suggestions for improvement.

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

9.6.2 Peer Review

9.6.2.1 Peer Review of a second contract unit member will be done in accordance with Matrix A and Flowchart B of the peer review process. Faculty evaluations shall consist of a performance observation during the first semester of the contract year; a teaching portfolio; and student evaluations which may consist of CAT's, open-ended survey at mid-semester and semester's

end questionnaire. The evaluation may also consist of a professional growth plan.

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

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

9.7 Full-Time Third Contract Unit Member

9.7.1 Administrative Evaluation

9.7.1.1. Full-time third contract unit members shall be evaluated prior to the end of the first semester of their third and fourth years of employment. This evaluation will include at least one visitation followed by consultations to discuss the observations. During the consultations, the evaluator shall review with the unit member those areas where he/she has been deemed satisfactory as well as any specific suggestions for improvement.

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

9.7.2 Peer Review

9.7.2.1 Peer Review of a full-time third contract unit member will be done in accordance with Matrix A and Flowchart B of the peer review process. Evaluations shall consist of a performance observation during the first semester of each contract year (the third and fourth years of employment); a teaching portfolio; and student evaluations which may consist of CAT's, open-ended survey at mid-semester and semester's end questionnaire. The evaluation may also consist of a professional growth plan.

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

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

forward a satisfactory, an Academic Support Plan will be forwarded to the District. The timeline for completing this plan shall be contingent upon the instructor's employment status.

9.8 Evaluation of Part-Time Instructional and Part-Time Non-Instructional Unit Members

9.8.1 Administrative Evaluation

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

9.8.1.4 The evaluator shall hold an initial conference with the unit member to be evaluated prior to the end of the fifth week of the school year during which the unit member is to be evaluated. The evaluator shall provide the unit member with the faculty handbook and review and provide the evaluation procedures and instruments (as contained within this article). During this conference, evaluation visitations will be arranged. If the unit member is unassigned during the first semester, the initial conference shall be held prior to the end of the fifth week of the second semester.

9.8.1.5 Unit members shall be evaluated during their first semester. An evaluation shall be prepared and an evaluation conference held with the unit member prior to the end of the first semester. Unit members in their second semester shall be evaluated at least once by their evaluator following the procedures utilized during the first semester of evaluation. The formal evaluation shall be submitted to the unit member at least five (5) school days before the evaluation conference.

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

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

9.9 Student Instructional Report

Student input is incorporated in the administrative evaluations as follows:

9.9.1 Student Instructional Reports are deemed to be useful for such purposes as providing information to the evaluator during the evaluation process and providing information to unit members about their teaching effectiveness.

9.9.2 The District shall process the Student Instructional Reports and promptly return the reports and analyses to the unit members and analyses to the evaluator, when appropriate. It is suggested that they be administered between the twelfth and fourteenth week of instruction to allow adequate time for processing and inclusion in the overall evaluation.

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

9.9.4 The analyses of the Student Instructional Reports shall be required by the evaluator for inclusion in the overall assessment of full-time contract teaching unit members and part-time instructional unit members with less than five semesters teaching in the

District.

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

9.10 Employment Status

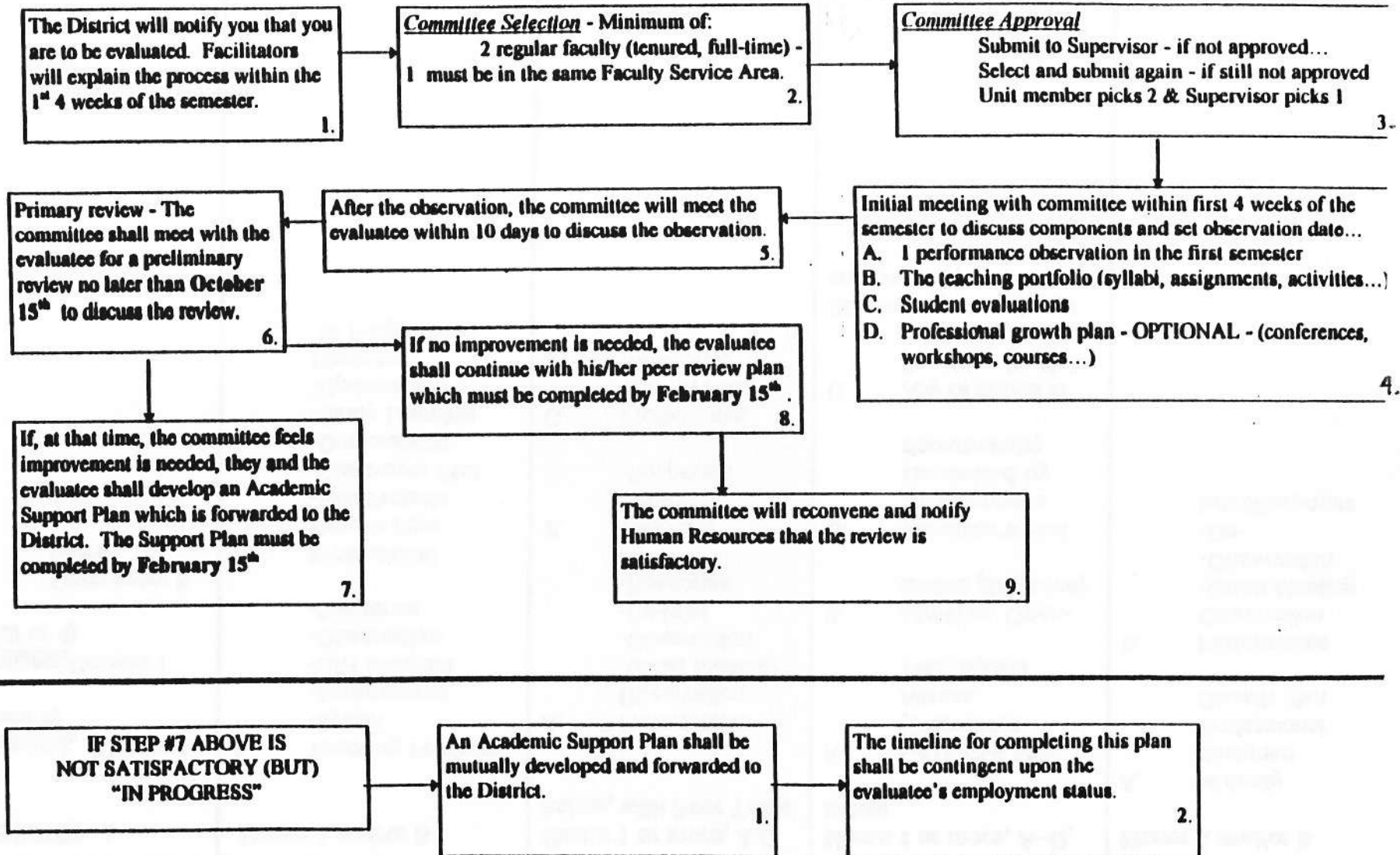
A result of the administrative evaluation and peer review will be a recommendation regarding the employment status of a unit member. When appropriate, the District and the peer review committee will meet as needed to discuss the result of the evaluation of a unit member. After consultation, a recommendation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

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

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

BEGINNING OF THE FIRST SEMESTER

Flow Chart



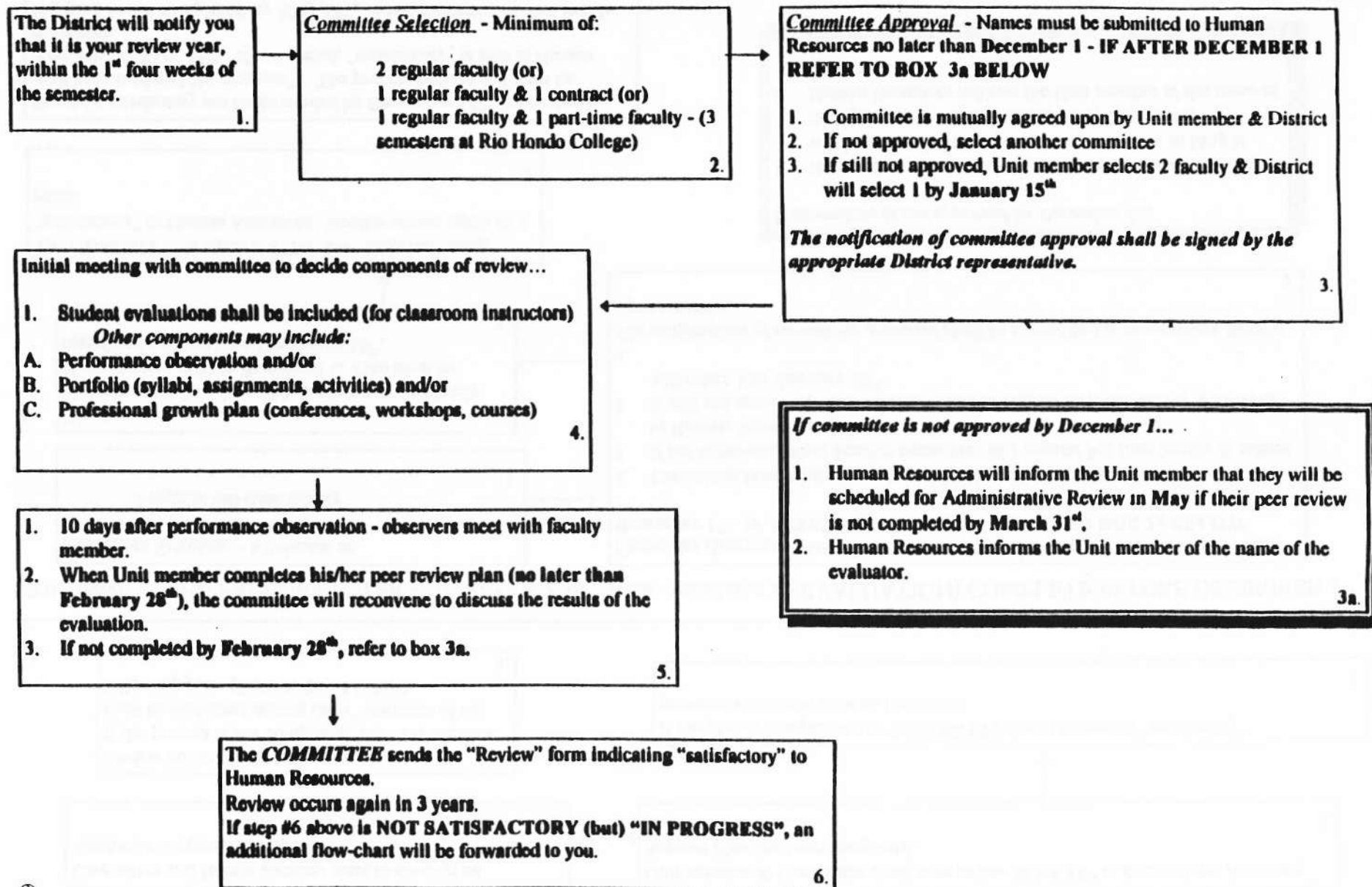
MATRIX B -Tenured

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

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

BEGINNING OF FALL SEMESTER - COMPLETE BEFORE FEBRUARY 28TH

Flow Chart C



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

Flow Chart D

BEGINNING OF SPRING SEMESTER - "IN PROGRESS" - COMPLETE BEFORE MAY 15TH

Committee and faculty member meet to develop an Academic Support Plan (ASP).

1.

Unit member & Committee shall meet before MAY 15th to decide if the Academic Support Plan has been completed.

2.

Review occurs again in 3 years.
If the process is not completed, the Unit member shall be evaluated during the 1st semester of the following year. (Refer to box 1 below)

4.

If the plan is completed, the COMMITTEE will forward a "satisfactory" recommendation to Human Resources.

3.

BEGINNING THE FALL SEMESTER - "IN PROGRESS" (now considered an EVALUATION) COMPLETE BEFORE DECEMBER 1ST

Committee Selection - Minimum of:

2 regular full-time faculty

1.

Process

The process to be followed is the same as previously given to you - refer to flow-chart C. Plan must be completed no later than December 15th.

3.

Committee Approval - Names must be submitted to Human Resources no later than December 1st - IF AFTER DECEMBER 1ST REFER TO BOX 2a BELOW

1. Committee is mutually agreed upon by Unit member & District
2. If not approved, select another committee of 2 regular full time faculty & submit to Human Resources again
3. If still not approved, Unit member selects 2 regular full time faculty & District will select 1 by January 15th
4. The notification of committee approval shall be signed by the appropriate District representative.

2.

The COMMITTEE sends the "Review" form indicating "satisfactory" to Human Resources. Review occurs again in 2 years.

4.

Should a satisfactory not be forwarded by December 15th, the evaluation shall be considered "in progress". The process repeats and must be completed by May 15th. If completed, "satisfactory" is sent to Human Resources.

If a plan is not completed by May 15th, Administrative review will be required.

5.

If committee is not approved by December 1...

1. Human Resources will inform the Unit member that they will be scheduled for Administrative Review in May if their peer review is not completed by March 31.
2. Human Resources informs the Unit member of the name of the evaluator.

2a.