

TENTATIVE AGREEMENT*

Between the Rio Hondo College Faculty Association (Faculty Association)

And the Rio Hondo Community College District (District)

January 11, 2010

The parties agree to the following¹:

1. Adoption of the 2010-2011 calendar attached to this agreement.
2. Adoption of the Distance Education language with modifications as attached.
3. The Faculty Association and the District agree to establish joint committees charged with providing recommendations on (1) evaluation, and (2) the work-load issues for counselors, librarians, coordinators, the college psychologist and doctor, and the Learning Assistance Center coordinator on or before April 20, 2010.² The issues, including the grievance procedure, will remain open until the District and Faculty Association have resolved these matters.
4. The District and the Faculty Association agree that sabbaticals should be of the highest caliber. Therefore, the District shall grant up to five (5) sabbaticals for the 2011-2013 academic years based upon the recommendations of the Sabbatical Review Committee. Only by a majority vote of the Sabbatical Review Committee will less than five (5) sabbaticals be granted. This shall be a trial period of two (2) years. After two (2) years, the process will be reviewed by a joint Faculty Association-District committee as to whether this practice will continue. If the joint committee does not agree, the parties will revert to the original contract language in section 8.10 of the 2004-2007 contract.
5. Section 22.2.1 of the 2004-2007 contract shall be construed to grant post retirement benefits to faculty members who have fifteen (15) full time years of service and who are at least fifty-five (55) years of age. Section 22.2.1 shall be changed as follow:
...**"The vesting requirement for these supplemental health benefits will be fifteen (15) full time years. In other words, an employee who has at least fifteen (15) years of full time service to the District and who has reached fifty-five (55) years of age will receive these post retirement benefits."**...

¹ This agreement will become effective upon ratification by a vote of the Faculty Association membership and the Board of Trustees of the District.

² As for the current grievance pending on the issue of the role of the administration (Human Resources) in the peer review evaluation process, it is not the intent of the parties to interfere with the progress of that review; however, the timeline for the pending arbitration will be suspended until the Faculty Association gives written notice to the District of the desire to either continue or permanently suspend the process.

6. The District agrees to pay a one time payment of thirty thousand dollars (\$30,000) to those full-time unit members who meet the following conditions provided that a minimum number of ten (10) unit members agree to retire. In the event that fewer than ten (10) unit members submit letters of retirement in the timeframe set out below, those who submitted letters of retirement in the timeframe set out below may revoke them no later than June 30, 2010.
- a. Be at least 55 years of age on the date of retirement.
 - b. Have been employed by the District for at least fifteen (15) full-time years of certificated service prior to the date of retirement and be retiring under a STRS or PERS option.
 - c. Except for the two faculty members who have already submitted letters of retirement, submit a letter of retirement to the Director of Human Resources not before March 11, 2010 and not later than June 15, 2010. The Director of Human Resources will advise the Faculty Association of the total number of letters of retirement.
 - d. All qualifying full time retirees shall receive a \$30,000 cash incentive.
 - e. The cash incentive shall be paid in one (1) of the following methods, as determined by the retiree:
 - 50% paid in August 2010, and 50% paid in January 2011 or 100% paid in August 2010 or 100% paid in January 2011.
 - f. The District and RHCFA agree that they will not negotiate or address the issue of early retirement in any fashion until fiscal year 2013-2014.

Paul Samell 1/11/10

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For the District

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 _____ 1/11/2010
 _____ 1/11/2010

For the Faculty Association



Tentative/Proposed 11/4/09 SUBJECT TO FURTHER NEGOTIATIONS

STUDENT INSTRUCTIONAL FLEX-CALENDAR 2010-2011

May 2010

30	31				
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31 - Memorial Day

June 2010

	1	2	3	4	5
6	7	8	9	10	11
12	13	14	15	16	17
18	19	20	21	22	23
24	25	26	27	28	29
30					

TEN-WEEK SESSION: 10-weeks
Monday, June 7 - Friday, August 13, 2010

FIRST SESSION: 5-weeks
Monday, June 7 - Friday, July 9, 2010

EVENING SESSION: 6-weeks
Monday, June 21 - Friday, July 30, 2010

LATE START SESSION: 8-weeks
(High school students on-campus or at h.s. location)

SECOND SESSION: 5-weeks
Monday, July 12 - Friday, August 13, 2010

July 2010

			1	2	3
4	5	6	7	8	9
10	11	12	13	14	15
16	17	18	19	20	21
22	23	24	25	26	27
28	29	30	31		

5 - Independence Day (Observance)

August 2010

Fall 2010 (16-Weeks)

1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31					

21 - Fall Classes Begin

September 2010

			1	2	3
4	5	6	7	8	9
10	11	12	13	14	15
16	17	18	19	20	21
22	23	24	25	26	27
28	29	30			

6 - Labor Day

October 2010

					1
2	3	4	5	6	7
8	9	10	11	12	13
14	15	16	17	18	19
20	21	22	23	24	25
26	27	28	29	30	31

November 2010

	1	2	3	4	5
6	7	8	9	10	11
12	13	14	15	16	17
18	19	20	21	22	23
24	25	26	27	28	29
30					

12 - Veterans Day

25-26 - Thanksgiving Day

27 - Weekend College Closed

December 2010

	1	2	3	4	
5	6	7	8	9	10
11	12	13	14	15	16
17	18	19	20	21	22
23	24	25	26	27	28
29	30	31			

24 - Christmas (Observance)

31 - New Year's (Observance)

January 2011

Inter Session (4-Weeks)*
Spring 2011 (16-Weeks)

					1
2	3	4	5	6	7
8	9	10	11	12	13
14	15	16	17	18	19
20	21	22	23	24	25
26	27	28	29	30	31

3-27 - Intersession

17 - Dr. Martin Luther King, Jr. Day

29 - Spring Classes Begin

February 2011

	1	2	3	4	5
6	7	8	9	10	11
12	13	14	15	16	17
18	19	20	21	22	23
24	25	26	27	28	29

18 - Lincoln Day

21 - Washington Day

March 2011

	1	2	3	4	5
6	7	8	9	10	11
12	13	14	15	16	17
18	19	20	21	22	23
24	25	26	27	28	29
30	31				

28-31 - Spring Break

April 2011

				1	2
3	4	5	6	7	8
9	10	11	12	13	14
15	16	17	18	19	20
21	22	23	24	25	26
27	28	29	30		

1 - Spring Break

2 - Weekend College Closed

May 2011

1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31					

26 - Commencement

30 - Memorial Day

June 2011

	1	2	3	4	
5	6	7	8	9	10
11	12	13	14	15	16
17	18	19	20	21	22
23	24	25	26	27	28
29	30				

Days of Instruction - SUMMER
(June 7 - August 13, 2010)
Consult schedule of classes for specific dates.

Days of Instruction - FALL
(August 21 - December 11, 2010) 16 weeks

Days of Instruction - Intersession
(January 3 - January 27, 2011) 4 weeks

Days of Instruction - SPRING
(January 29 - May 26, 2011) 16 weeks

Required FLEX Days
(August 19 & 20, 2010) (January 28, 2011)

Commencement - (Thu., May 26, 2011)

Weekend College

Non-Instruction Days

Holidays/Spring Break/ Winter Break

(Administrative and classified employees will work all days except holidays and specified days of vacation.)

Tentative/Proposed 11/4/09

2010-2011 Student Instructional Calendar

Summer 2010

Start Dates

June 7, 21 and July 12

TEN-WEEK SESSION (10-weeks)

- Monday, June 7 – Friday, August 13

FIRST SESSION (5-weeks)

- Monday, June 7 – Friday, July 9

EVENING SESSION:

Evening Classes (6-weeks)

- Monday, June 21 – Friday, July 30

LATE START: Day and Evening (8-weeks)

- Monday, June 21 – Friday, August 13

(High school students on-campus or at h.s. location)

SECOND SESSION: Day Classes (5-weeks)

- Monday, July 12 – Friday, August 13

Fall 2010

Semester Dates (16-weeks)

Saturday, August 21 - Saturday, December 11

Flex Day

- Thursday, August, 19 and Friday, August 20
(Classes begin Saturday, August 21)

8-week Modules

- (Module A) Saturday, Aug. 21 – Friday, Oct. 15
- (Module B) Saturday, Oct. 16 – Saturday, Dec. 11

Finals

- Monday, December 6 – Saturday, December 11

Spring 2011

Intercession Dates (4-weeks)

Monday, January 3 – Thursday, January 27

Semester Dates (16-weeks)

Saturday, January 29 – Thursday, May 26

Flex Day

- Friday, January 28

Spring Break

- Monday, March 28 – Friday, April 1
(No weekend classes Saturday, April 2)

8-week Modules

- (Module A) Saturday, January 29
– Saturday, March 19
- (Module B) Monday, March 21 – Thursday, May 26

Finals

- Friday, May 20 – Thursday, May 26

Commencement

- Thursday, May 26

ARTICLE 24: DISTANCE EDUCATION

- 24.1 The class size for online offerings will be the same as the negotiated size for the same classes offered face-to-face. The only exception to this will be that for the first semester that **an instructor teaches an** ~~a new~~ online class is taught, the class limit will be 25; in subsequent semesters that the class is taught, the class size will revert to the negotiated class size.
- 24.2 Online teaching **assignments** will be voluntary.
- 24.3 **Online** office hours will **be proportionate to the office hours as identified in 5.8.1** ~~continue to be held on campus in faculty offices; however, faculty members may spend whatever time they feel is appropriate being on line with their students during these scheduled office hours.~~
- 24.4 **In order to maintain quality programs and high academic standards,** faculty members may teach no more than two (2) classes online during the Fall **semester** and **two (2) classes online during the** Spring semester **and up to two (2) online overload classes during Fall semester and two (2) online overload classes during Spring semester. A maximum of four (4) classes may be taught during the summer whether online or on campus. A modular class counts as one class, even if it is made of 1 or 1.5 unit modules. A total of four (4) online classes may be taught in the summer providing, of course, classes are available and the District is offering them as follows:** ~~On-line summer assignments should align with other faculty assignments. Faculty may teach up to 40% each of the two (2) five (5) day sessions or the evening session and second day session. In the case of ten (10) week classes, faculty can teach no more than two (2) ten (10) week on-line classes and choose one (1) first day session class or evening session class and one (1) second day session class, providing, of course, classes are available and the District is offering them.~~
- 24.4.1 **Two (2) classes in each five-week session, OR**
 - 24.4.2 **Four (4) classes in eight or ten-week session, OR**
 - 24.4.3 **Two (2) classes in a five-week session or one (1) in each five-week session, AND two (2) classes in an eight (8) or ten (10) week session.**
- 24.5 ~~In situations~~ **When the District determines that it appropriate would meet the needs of the Division,** additional online classes may be assigned to unit members.
- 24.6 In the case of a last minute change in course management software, the District will make every effort possible to provide technical assistance to faculty to make the necessary adjustments in the course offering; if there are ~~not sufficient~~ **insufficient** funds and/or support available, the class will not be offered, and the faculty members shall be assigned **to** another class ~~(es)~~ **or other classes** or will be able to adjust their load according to provisions 5.6.3 and 5.6.4 of the collective bargaining agreement.

ARTICLE 22: RETIREMENT ISSUES

22.1 Retiree Health Benefits

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

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

22.2 Supplemental Retiree Health Program

22.2.1 Over and above the minimum required contribution for retirees, the District and RHCFA have established a supplemental retiree health program. This program would not be subject to the regulation of PEMHCA. ~~The vesting requirement for these supplemental health benefits will be fifteen (15) years.~~ For those current employees who are vested or partially vested under the prior number of required years (five) but who cannot complete the fifteen (15) years prior to reaching the age of 62, the District will make a transition exception for those who meet the minimum requirements for STRS retirement, and are no less than 62 upon retirement from the District. In other words, if a unit member were already vested with five (5) years of credit, age 57, and elected to retire at age 62, even though he had only a total of ten (10) years service credit, that unit member would be provided the supplemental benefits.

22.2.2 The fifteen (15) year vesting requirement must be STRS credited years of service that the regular employee worked with Rio Hondo as set out in 22.2.1. Purchased additional retirement service credit from STRS or PERS shall not be eligible as earned service. No partial credit will be available. The full fifteen (15) years are required for the dollar amounts for coverage set out at the time of retirement. These requirements shall be the same for all regular employees in the RHCFA bargaining unit.

*Two Add
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