

ARTICLE 11: PERSONNEL FILES

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

8. Unit members shall be informed of all written claims of sexual harassment against them within five (5) work days of receipt of said claims.

ARTICLE 12: REASSIGNMENT PROCEDURE

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

Definition

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

Unit Member Initiated Reassignment

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

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

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

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

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

District-Initiated Reassignment

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

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

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

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

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

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

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

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

Districtwide Seniority

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

Retraining Program

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

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

Evaluation Resulting from Reassignment

ARTICLE 13: TRAVEL

1. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, uses his/her personal vehicle on District business shall be reimbursed at the same rate paid to other District personnel.
2. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, has meals away from the District shall be reimbursed for a reasonable cost of the meal in the same manner as other District personnel.
3. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, is lodged away from home overnight shall be reimbursed by the District for the reasonable cost of necessary lodging in the same manner as other District personnel.
4. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, utilizes public transportation shall be reimbursed by the District for the reasonable cost of necessary transportation in the same manner as other District personnel.
5. Any unit member who, as a requirement of his/her work assignment and as authorized by the District, attends a conference shall be reimbursed by the District for the reasonable cost, or portion thereof, of the conference and transportation thereto in the same manner as other District personnel. The determination of which unit members shall attend conferences from travel/conference funds allocated to a department shall be made in an equitable manner following procedures developed by each department.

The District shall not discriminate against unit members with respect to wages, hours of employment, and other terms and conditions of employment as defined in Government Code 3540 et seq., or application of the provisions of this Agreement with respect to age, color, creed, residency, marital status, membership in an employee organization, national origin, physical handicap, race, sex, or religion.

ARTICLE 14: NON-DISCRIMINATION

ARTICLE 15: SAFETY CONDITIONS OF EMPLOYMENT

1. Except in unusual circumstances, the District shall not knowingly require a unit member to work in unsafe conditions. The District shall make a good faith effort to schedule classes in an appropriate location.
2. Unit members shall be cognizant of unsafe practices, equipment, and conditions and report such to their immediate supervisor. The District shall advise the unit member of the disposition of said report as soon as administratively possible.
3. Unit members shall report all accidents involving injuries observed and incurred as soon as possible to their immediate supervisor on forms provided by the District. In case of injuries to a unit member that require medical attention, such report shall be submitted to the District within one work day of knowledge of the incident giving rise to the injury or within one work day of knowledge that the incident resulted in injury.
4. In a situation of real or apparently hazardous teaching location*, a unit member shall make every reasonable effort to change class locations; if a change of location is not possible, the unit member, with advance notice to the Office of Academic Affairs during the day or Continuing Education Office in the evening or weekend, if reasonably possible, shall cancel the class.

*"Real or apparently hazardous teaching location" shall mean a condition that any reasonable person would conclude to be a physical danger that affects the safety of the unit member or his/her students.

ARTICLE 16: RIGHTS OF THE ASSOCIATION

1. The Association shall have the right to represent unit members in their employment relations with the District.
2. An Association representative shall have the right of access to areas in which unit members work, so long as the Association representative does not interfere with classroom instruction, scheduled office hours, or other assigned duties. Any Association representative shall have the right to talk to unit members during work breaks, meal breaks, or before and after work hours.
3. The Association may use bulletin boards designated for their use by the Superintendent or his/her designee. Prior to posting, a copy of the communication shall be furnished to the Superintendent or his/her designated representative. All items to be posted by the Association shall bear the date of posting and the name and authorization of the Association and shall be removed by the Association when applicability ceases.
4. Communications authorized by the Association for general distribution through the District mail service shall bear the date of the communication and the name of the Association as being responsible for the writing and distribution of the communication. A copy of any communication for general distribution proposed to be sent through college means of distribution shall be furnished to the Superintendent or his/her designated representative.
5. The Association shall be permitted the use of District building facilities and shall be subject to the same regulations governing other organizations specified in the District policy on use of facilities.
6. The District agrees to furnish readily available information relevant to the scope of representation upon request. The District will provide the Association with a copy of the proposed Tentative, Publication, and Adopted Budgets as soon as available for distribution. The District will provide two copies of the agenda for meetings of the Board of Trustees plus all supportive non-confidential information.
7. Names and job titles of all unit members shall be provided to the Association as soon as possible following the beginning of each academic year. Home addresses and home telephone numbers of all unit members shall be provided to the Association unless the unit member requests that such information not be released.
8. The District shall provide one copy of this Agreement for each unit member to the Association as soon as administratively possible following the signing of this Agreement by the parties. The Association shall assume full responsibility for distribution to each unit member and hold the District harmless for failure to provide said copy to a unit member.

- 9.1 Any unit member who is a member of the RHCFA/CTA-NEA or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Such authorization shall continue in effect from year to year unless revoked in writing. A unit member who revokes his/her authorization for the payroll deduction of dues, fees, and assessments, or the non-member service fee shall transmit such amount to the Association in compliance with Sections 9.2 and 9.3 below.
- 9.2 Any unit member who is not a member of the RHCFA/CTA-NEA or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph 1 of this article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Paragraph 9.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Sections 87833 and 87834 and in the same manner as set forth in Section 9.1 of this article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 9.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support RHCFA/CTA-NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, nonlabor organization, charitable funds exempt from taxations under Section 501(c) (3) of Title 26 of the Internal Revenue Code:

- 9.3.1. Proof of payment and a written statement of objection along with a verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 9.3 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 9.1 and 9.2 of this article. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented in accordance with the timelines contained in Section 9.2 above. The Association shall have the right of inspection in order to review said proof of payment.
- 9.3.2 Any unit member making payments as set forth in Sections 9.3 and 9.3.1 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 9.4 With respect to all sums deducted by the District pursuant to Sections 9.1 and 9.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.
- 9.5 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 9.6 The Association agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this article. The District agrees that in consideration of the Association's obligation hereunder the District will notify the Association in writing of any matter within thirty (30) days of service thereof upon the District. The District and the Association shall both fully cooperate with each other on any matter commenced against the District. The Association may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter. In the event the Association makes a determination to settle or not to appeal, its liability under this section shall be limited to costs, fee, charges, awards, judgments, and/or settlements to that date. If the District continues to participate in the matter, it shall be at its own expense for further monetary obligations.

10. Upon written authorization from a unit member who is a regular or contract employee on a 50% or more basis, the District shall deduct from the salary of such unit member and make appropriate remittance for the following: tax shelter annuities, credit union deduction, savings bonds, charities, and other health and welfare benefits from the District approved list of benefits or any other health and welfare plans mutually approved by the District and the Association. In addition, upon written authorization from a unit member, the District shall deduct from District contributions for tax sheltered annuities, other health and welfare benefits from the District approved list of benefits, or any other health and welfare plans mutually approved by the District and the Association.
11. Upon written authorization from a part-time unit member, the District shall deduct from the salary of such unit member and make proper remittance for the following: tax shelter annuities, credit union deduction, savings bonds, and charities.
12. Upon timely written notification from the Association, the District shall provide paid released time for the Association President. Said released time shall be provided in not less than semester increments but may be provided for less than 100%. The Association shall pay full reimbursement to the District, in a timely manner, for said released time.

ARTICLE 17: GRIEVANCE PROCEDURES

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

Definitions

1. A "grievance" is a formal, written allegation by a unit member that he/she has been adversely affected by a violation of a specific provision of this Agreement.
2. A "work day" is a day in which the administrative offices of the District are open for business.
3. The "immediate supervisor" is the first-level manager having line authority over the grievant and who has the authority to adjust the grievance.
4. A "grievant" is a unit member filing a grievance or the Association filing a grievance on specific provisions in Article 16, Rights of Association; Article 18, Negotiation Procedures; or Article 19, Savings Provisions.
5. A "representative" shall mean a representative of the Association selected by the grievant, except such representative shall not be from another employee organization. The District may have a representative to assist in processing the grievance.
6. A "party in interest" is the grievant, immediate supervisor, a representative, or other unit member or manager whose action may be required in order to resolve the grievance.

General Provisions

1. The grievance procedure shall not be used to challenge or change policies, regulations, or procedures of the District or the District application and/or interpretation of laws which are not included in this Agreement.
2. This grievance procedure shall not be construed by either party to require the processing of class action grievances. With mutual agreement of the District and Association, grievances filed by more than one unit member alleging violation of the same specific provision of this Agreement shall be processed concurrently as a single grievance. In such cases, participation by the grievants may be limited to one or more unit members.
3. The District and the Association agree that every effort shall be made by the District and the unit member to settle the grievance informally with the immediate supervisor.

4. Until final disposition of the grievance, the grievant is required to conform to the direction of his/her immediate supervisor. If the unit member fails to conform to the direction of his/her immediate supervisor, the unit member may be subject to appropriate disciplinary action.
5. Each party involved in a grievance shall act so that the grievance can be resolved promptly. Each party agrees to conform with the time limits contained in this Article; however, with the written consent of the parties in interest, the time limitations at any step may be extended.
6. Time limits provided in each step shall begin the day following the expiration of the previous time limit or the day following receipt of the written decision by the party in interest.
7. Grievance meetings shall be scheduled at times mutually acceptable to parties in interest during normal working hours. Parties in interest shall endeavor to schedule such meetings at times that do not interfere with classroom instruction.
8. All procedural documents dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the grievant.
9. Forms necessary for the grievance procedure shall be prepared by the District and shall be given appropriate distribution to facilitate the grievance procedure.
10. A unit member may present a grievance relating to an alleged violation of this Agreement and have such grievance adjusted/resolved without the intervention of the Association as long as the adjustment/resolution is not inconsistent with the terms of this Agreement. The District shall not implement an adjustment/resolution of a grievance until the Association has received a copy of the grievance and the proposed adjustment/resolution and has been given an opportunity to file a written response within three (3) work days of receipt of the grievance and the proposed adjustment/resolution.
11. The grievant shall be present at each step of the grievance procedure except as may be limited in 2 above.
12. Representation on behalf of either party may begin at Step 2 of the grievance procedure at the option of either party.
13. All records and documents presented at each step of the grievance procedure shall be transmitted to the next higher step if the matter is appealed.
14. When a grievance has been filed by a unit member, the grievant may terminate the grievance procedure at any time by giving written notice to the District.
15. The grievance shall be terminated if the grievant fails to comply with the time limits.

16. The grievant may appeal the grievance to the next step in the grievance procedure if the District fails to comply with the time limits.
17. A decision rendered at any step shall be considered final unless an appeal is registered within the specified time limit. If a decision is not given to the grievant within the specified time limit, the grievant may appeal to the next available step.
18. No party in interest shall take reprisals against any other party in interest by reason of such participation.

Procedures

Step 1

Within ten (10) work days of the event or within ten (10) work days of when the aggrieved could reasonably be expected to have known of the event which gave rise to the grievance and before filing a formal, written grievance, the grievant shall attempt to resolve the matter through an informal conference with the grievant's immediate supervisor. The immediate supervisor shall communicate a decision to the unit member within five (5) work days after the informal conference. If the immediate supervisor fails to respond within the time limits, the grievance is deemed denied and the grievant may file a formal written grievance in conformance with Step 2. Only the grievant and the supervisor may be present at Step 1, except that, by mutual agreement, the parties may each have a representative.

Step 2

Within twenty (20) work days of the event or within twenty (20) work days of when the grievant could reasonably be expected to have known of the event which gave rise to the grievance, the grievant may file a formal, written grievance on the appropriate District form to the immediate supervisor. Failure to present such grievance within the time limit shall render the grievance null and void. The formal, written grievance shall include a clear, concise statement of the grievance, the circumstances involved, specific provisions of this Agreement allegedly violated, the decision rendered at the informal conference, if any, and the specific remedy sought. The immediate supervisor shall communicate a decision to the grievant in writing within five (5) work days after receiving the grievance. If the immediate supervisor fails to respond within the time limits, the grievance is deemed denied and the grievant may appeal to the next step.

Step 3

In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision on the appropriate District form to the appropriate vice president or designee within five (5) work days after the decision of the immediate supervisor. The appeal shall include

a copy of the original grievance; the decision rendered, if any; and a clear, concise statement of the reasons for the appeal. At the request of the grievant, a meeting shall be held between the grievant and the appropriate vice president or designee to discuss the grievance. The appropriate vice president or designee shall communicate a decision to the grievant in writing within five (5) work days after receiving the appeal. Step 3 constitutes the final step of this Grievance Procedure.

ARTICLE 18: NEGOTIATION PROCEDURES

1. The Association agrees to submit its initial proposal for a successor agreement to the District no sooner than January 1, 1989.
2. Within three (3) calendar months after the Association submits its initial proposal to the District, the District shall adopt its initial proposal pursuant to Government Code Section 3547.
3. Within ten (10) working days of compliance with Government Code Section 3547 the District and the Association shall initiate negotiations sessions on the successor agreement.

ARTICLE 19: SAVINGS PROVISION

1. The provisions of this Agreement are declared to be severable and if any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity or unconstitutionality of any part. In the event of such severable action, the parties shall meet upon the request of either party to negotiate the replacement of such section, subsection, sentence, clause, or phrase in accordance with law.
2. If any provision of this Agreement is in conflict with Federal Executive Orders 11246 and 11375, as amended, Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Higher Education Amendments, any federal regulations pertaining thereto, or any state programs, the provisions of such orders, laws, federal regulations and rules shall prevail. In the event of such conflict, the parties shall meet upon request of either party to negotiate the resolution of the conflict. All other provisions or applications of this Agreement shall remain in full force and effect.

ARTICLE 20: EFFECT OF AGREEMENT

1. This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties and a written and signed amendment to this Agreement.
2. During the term of this Agreement, the parties expressly waive and relinquish the right to bargain collectively on any matter, whether or not specifically referred to or covered in this Agreement even though not within the knowledge or contemplation of either party at the time of negotiation and even though during negotiations the matters were proposed and later withdrawn.
3. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Board Policy, College Procedures, and State laws to the extent permitted by State law, and that in the absence of specific provisions of this Agreement, Board Policy and College Procedures shall prevail.

ARTICLE 21: REDUCTION-IN-FORCE ACTIONS AND EFFECTS RELATED THERETO

The provisions of this article shall deal with potential reduction-in-force actions that the District may initiate.

- A. The Association and District understand the legal provisions of the Education Code regarding reduction-in-force actions by the District, and nothing contained herein shall be construed to impede any possible District implementation of said legal provisions, or the assignment of professional bargaining unit services related thereto; nor shall it be construed to remove the reduction-in-force protections of the Education Code for unit members.
- B. The District and the Association agree that all Education Code procedural requirements and provisions for layoff of unit members shall be observed if the District determines that reductions in force are necessary.
- C. The District and Association agree that alleged violations of the procedure and requirements described in Items A and B above, shall be reviewable only under existing administrative hearing or legal procedures in lieu of the provisions of Article 17.
- D. Article 4 (Health and Welfare Benefits) shall provide coverage through September 30 for those unit members who have worked the full preceding school year and who are given a layoff notice as a result of a reduction-in-force action by the Board on or before May 15 of any school year.
- E. The District shall compensate a unit member laid off in accordance with a reduction-in-force action at his/her daily or hourly rate of pay for said year should they be utilized in a substitute capacity for an hourly, part-time, or full-time absent employee; if utilized as a substitute for a full-time employee, a laid-off employee shall receive District fringe benefit coverage pursuant to the provisions of Article 4 for each full month of said substitute service rendered during a full semester or school year replacement assignment.
- F. Employees given a March 15 notice of intended non-reemployment for the following school year shall be entitled to utilize three (3) days of available personal necessity leave for purposes of bonafide job interviews with other prospective employers.
- G. The retraining program described in Article 12 shall be applicable to laid-off unit members.
- H. Except as provided for in E above dealing with substitution for full-time employees, laid-off unit members may, at their own expense, continue to purchase medical and dental coverage effective October 1 following layoff subject to insurance carrier approval and provisions.

I. The District and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter related to reduction-in-force actions, and effects related thereto, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 22: INCENTIVE FOR EARLY RETIREMENT

I. Purpose

This program is designed to encourage full-time unit members to retire prior to their planned retirement date.

II. Description of Program

- A. All full-time unit members who are of retirement age (55 or over) and who are retiring pursuant to STRS or PERS regulations prior to or as of August 30 of each year during the term of the agreement shall be eligible for this program.
- B. All full-time unit members participating in this program shall be credited with a severance allowance of \$2,500 (not credited for STRS or PERS purposes) no later than June 30 of the year of retirement.
- C. For full-time unit members participating in this program and with five (5) or more, but less than ten (10), full-time years in the District, the District will waive the ten-year employment requirement for medical benefits. Hospital and medical benefits will be continued for the employee including his/her eligible dependents at the time of retirement pursuant to Article 4, Section 13, of this Agreement.
- D. Full-time unit members participating in this program who have more than ten (10) full-time years of certificated service with the District shall be credited with an additional severance allowance of \$500 for every full-time year of paid certificated service in excess of ten (10) years in the District to a maximum of \$5,000. A full year of paid certificated service shall be defined as 75% or more of days of service for the annual assignment. Such additional severance allowance shall be credited no later than June 30 of the year of retirement and shall not be credited for STRS or PERS purposes. Hospital and medical benefits will be continued for the employee, including his/her eligible dependents at the time of retirement, pursuant to Article 4, Section 13 of this Agreement.
- E. At the election of the unit member, the severance allowance in Sections B and D may be paid in one installment in calendar year of retirement or subsequent to retirement, or one-half of the severance allowance in each of the calendar years.
- F. At least five (5) unit members must retire in any given fiscal year for this program to be implemented for said year.

III. Application Procedures

To apply for this program a full-time unit member must submit the appropriate form secured from the Personnel Office to that office. All details of participation in the program shall be finalized on or before the last working day prior to the last scheduled Board meeting in June of the year of retirement.

1. This Agreement shall remain in full force and effect from July 1, 1986 up to and including June 30, 1989.

ARTICLE 23: TERM

APPENDIX A

SALARY SCHEDULE - 1986-87
EFFECTIVE JULY 1, 1986

	(I)	(II)	(III)	(IV)
	B.A. + 30	M.A.	B.A. + 60 Inc. M.A.	B.A. + 80 Inc. M.A.
1	\$23,365	\$24,747	\$26,127	\$27,512
2	\$24,618	\$26,002	\$27,382	\$28,769
3	\$25,877	\$27,260	\$28,639	\$30,023
4	\$27,133	\$28,517	\$29,895	\$31,281
5	\$28,391	\$29,771	\$31,152	\$32,536
6	\$29,643	\$31,029	\$32,408	\$33,794
7	\$30,902	\$32,285	\$33,665	\$35,050
8	\$32,158	\$33,542	\$34,923	\$36,308
9	\$33,415	\$34,799	\$36,179	\$37,561
10	\$34,672	\$36,057	\$37,434	\$38,820
11	\$35,930	\$37,310	\$38,690	\$40,076
12		\$38,568	\$39,948	\$41,333
13			\$41,204	\$42,588
14				\$43,846

For less than B.A. + 30 units in an academic area, use Column 1 less \$801.

For 1986-87, unit member with an earned Doctorate shall be placed on Column IV and shall receive an additional \$1,380.

On Column II, an increment of \$1,259 shall be granted after completion of 15 years of service credited by the District.

On Column III, an increment of \$1,259 shall be granted after completion of 16 years of service credited by the District.

On Column IV, an increment of \$1,259 shall be granted after completion of 17 years of service credited by the District.

**APPENDIX B
ACADEMIC CALENDAR - 1986-87**

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

Fall Semester Commences	September 8, 1986
Fall Semester Ends	January 26, 1987
Spring Semester Commences	February 2, 1987
Spring Semester Ends	June 15, 1987
Summer Session Commences	June 22, 1987
Summer Session Ends	July 31, 1987

HOLIDAYS

September 1, 1986	Labor Day
November 10, 1986	Veterans Day
November 27, 1986	Thanksgiving
December 25, 1986	Christmas Day
January 1, 1987	New Year's Day
January 19, 1987	Martin Luther King's Day
February 13, 1987	Lincoln's Day
February 16, 1987	Washington's Day
May 25, 1987	Memorial Day
July 3, 1987	Independence Day

RECESSES

November 28, 1986	Thanksgiving Recess
December 22, 1986- January 2, 1987	Winter Recess
January 27-30, 1987	Semester Recess
April 13-17, 1987	Spring Recess

First Semester: 87 days of instruction
Second Semester: 88 days of instruction

In the event classes are held on a holiday or during a recess period, unit members who provide classroom instructional duties shall be assigned on a voluntary basis. In the event there are no volunteers, the District reserves the right to assign such unit members to work on holidays and/or recesses as long as the assignment does not exceed the total number of assigned days of the unit member's annual assignment. In the event an emergency or other event results in less than the assigned number of work days, the remaining days, up to a maximum of three such days, shall be rescheduled at the end of the semester to insure the total number of assigned work days for the unit member's annual assignment. In the event the emergency or other event necessitates the rescheduling of more than three such days, the District and the Association agree to meet and negotiate on the specific days to be rescheduled to insure the total number of assigned work days for the unit member's annual assignment.

**APPENDIX C
ACADEMIC CALENDAR - 1987-88**

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

Fall Semester Commences	September 9, 1987
Fall Semester Ends	January 28, 1988
Spring Semester Commences	February 8, 1988
Spring Semester Ends	June 17, 1988

Holidays

Labor Day	Martin Luther King's Day
Veterans Day	Lincoln's Day
Thanksgiving	Washington's Day
Christmas Day	Memorial Day
New Year's Day	Independence Day

Recesses

- Thanksgiving Recess
- Winter Recess
- Semester Recess
- Spring Recess

In the event classes are held on a holiday or during a recess period, unit members who provide classroom instructional duties shall be assigned on a voluntary basis. In the event there are no volunteers, the District reserves the right to assign such unit members to work on holidays and/or recesses as long as the assignment does not exceed the total number of assigned days of the unit member's annual assignment. In the event an emergency or other event results in less than the assigned number of work days, the remaining days, up to a maximum of three such days, shall be rescheduled at the end of the semester to insure the total number of assigned work days for the unit member's annual assignment. In the event the emergency or other event necessitates the rescheduling of more than three such days, the District and the Association agree to meet and negotiate on the specific days to be rescheduled to insure the total number of assigned work days for the unit member's annual assignment.

**APPENDIX D
ACADEMIC CALENDAR - 1988-89**

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

Fall Semester Commences	September 12, 1988
Fall Semester Ends	January 30, 1989
Spring Semester Commences	February 6, 1989
Spring Semester Ends	June 16, 1989

Holidays

Labor Day	Martin Luther King's Day
Veterans Day	Lincoln's Day
Thanksgiving	Washington's Day
Christmas Day	Memorial Day
New Year's Day	Independence Day

Recesses

Thanksgiving Recess
Winter Recess
Semester Recess
Spring Recess

In the event classes are held on a holiday or during a recess period, unit members who provide classroom instructional duties shall be assigned on a voluntary basis. In the event there are no volunteers, the District reserves the right to assign such unit members to work on holidays and/or recesses as long as the assignment does not exceed the total number of assigned days of the unit member's annual assignment. In the event an emergency or other event results in less than the assigned number of work days, the remaining days, up to a maximum of three such days, shall be rescheduled at the end of the semester to insure the total number of assigned work days for the unit member's annual assignment. In the event the emergency or other event necessitates the rescheduling of more than three such days, the District and the Association agree to meet and negotiate on the specific days to be rescheduled to insure the total number of assigned work days for the unit member's annual assignment.

APPENDIX E: CLASS LOADS

The class loads of unit members who are providing classroom instructional duties during the regular school year will be in accordance with the following:

<u>Subject</u>	<u>Classroom Hours Per Week Equating to a Full (100%) Load</u>
Anthropology	15
Apprenticeship	
Lecture	15
Lab	24
Architectural Drafting	
Lecture	15
Lab	24
Art	
Lecture	15
Lab	20
Astronomy	
Lecture	15
Lab	21
Automotive	
Lecture	15
Lab	24
Biology	
Lecture	15
Lab	21
Business	
Lecture (except Typing)	15
Lecture (Typing)	17
Lab	24
Skills Center	20
Business Data Processing	
Lecture	15
Lab	24
Chemistry	
Lecture	15
Lab	21
Dental Assisting	
Lecture	15
Lab	24

<u>Subject</u>	<u>Classroom Hours Per Week</u> <u>Equating to a Full (100%) Load</u>
Early Childhood Education	
Lecture	15
Lab	24
Earth Sciences	
Lecture	15
Lab	21
Economics	15
Education	
Lecture	15
Lab	21
Electro-Mechanical Drafting	
Lecture	15
Lab	24
Electronics	
Lecture	15
Lab	24
Engineering	
Lecture	15
Lab (8,11,30)	21
Drawing	24
English	
Lecture	15
Skills Center	20
Exceptional Students	
Lecture	15
Lab	24
Supervision	30
Fashion Design	
Lecture	15
Lab	24
Fire Science	
Lecture	15
Lab	24
History and Political Science	15
Humanities	15

<u>Subject</u>	<u>Classroom Hours Per Week</u> <u>Equating to a Full (100%) Load</u>
Industrial Technology	
Lecture	15
Lab	24
Drawing	24
Math	15
Blueprint Reading	24
Journalism	
Lecture	15
Lab	20
Language	
Lecture	16
Language Skills Center	24
Library Science	
Lecture	15
Lab	24
Machine Technology	
Lecture	15
Lab	24
Mathematics	
Lecture	15
Skills Center	20
Music	
Lecture	15
Activity	20
Nursing	
Lecture	15
Lab (On Campus)	24
Clinic (Hospital)	24
Supervision	40
Philosophy	15
Physical Education	
Lecture	15
Activity	22
Physical Science	
Lecture	15
Lab	21
Physics	
Lecture	15
Lab	21

<u>Subject</u>	<u>Classroom Hours Per Week</u> <u>Equating to a Full (100%) Load</u>
Police Science	
Lecture	15
Lab	24
Psychology	
Lecture	15
Lab	21
Quality Technology	
Lecture	15
Lab	24
Radio and Television Production	
Lecture	15
Lab	20
Real Estate	15
Sociology	15
Speech	
Lecture	15
Lab	24
Supervision - Business and Industry	15
Theatre Arts	
Lecture	15
Lab	24
Welding	
Lecture	15
Lab	24

ACTIVITY

Teaching loads will be adjusted for unit members assigned to certain activities. The following schedule shall be used in computing teaching loads for activities:

<u>Activity</u>	<u>Weekly Teaching Load Credit Hours</u>	<u>Percent of Full-time Teaching Load</u>
Art Gallery	4 hrs. Fall & Spring	20
Choral	4 hrs. Fall & Spring	16.67
Band	4 hrs. Fall & Spring	16.67
Play Production	4 hrs. Fall & Spring	16.67
Theatre	4 hrs. Fall & Spring	16.67
Forensics	4 hrs. Fall & Spring	16.67
Debate	4 hrs. Fall & Spring	16.67
Newspaper Production	4 hrs. Fall & Spring	16.67

<u>Athletic Coaching Position</u>	<u>Fall</u>	<u>Spring</u>	<u>Percent of Full-Time Teaching Load</u>	<u>Stipend Factor</u>	<u>Teaching Contract Length (months)</u>
M/W Archery		10	45.45	6.5	10
M/W Badminton		10	45.45	6.5	10
Women's Basketball		10	45.45	6.5	10
M/W Cross Country	10		45.45	6.5	10
Men's Golf		10	45.45	6.5	10
Men's Soccer	10		45.45	6.5	10
Women's Softball		10	45.45	6.5	10
M/W Swimming		10	45.45	6.5	10
Men's Tennis		10	45.45	6.5	10
Women's Tennis		10	45.45	6.5	10
Women's Volleyball	10		45.45	6.5	10
Men's Water Polo	10		45.45	6.5	10
Men's Football-Head	10	4	45.45/18.18	10.0	11
Men's Football-Asst.	10		45.45	6.5	10-1/2
Men's Basketball-Head	10	4	45.45/18.18	8.0	10-1/2
Men's Basketball-Asst.	10		45.45	4.5	10
Men's Baseball		10	45.45	7.5	10
M/W Track/Field-Head		10	45.45	7.5	10
M/W Track/Field-Asst.		10	45.45	4.5	10
Men's Wrestling	10		45.45	7.5	10-1/2
Men's Athletic Trainer	10	5	45.45/22.73	11.5	10-1/2
Women's Athletic Trainer	5	10	22.73/45.45	9.0	10
Men's Ath. Coordinator	8	8	36.36/36.36	13.0	10
Womens Ath. Coordinator	8	8	36.36/36.36	13.0	10
Intramurals Coordinator	4	4	18.18/18.18		

STIPEND* = FACTOR X BASE

*Stipend is for additional responsibilities beyond the normal assignment.

RIO HONDO COMMUNITY COLLEGE – STUDENT INSTRUCTIONAL SURVEY

NCS Trans-Optic MB70-16873-321

TICKET #			
0	0	0	0
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9

Rio Hondo Community College is eager to secure a frank and honest statement from the members of this class to aid teaching effectiveness. Please do not place your name on this questionnaire. The anonymous responses from the students in this class will be summarized and the results will be sent to your instructor. Consider carefully each of the items listed below and rate each one as fairly and as objectively as you feel you can. Try not to let your general feeling toward the instructor or the course affect your answer on each individual item. If after carefully considering any item, you feel unable to answer it, mark the last response. You are asked to give your opinion on each of the questions by filling in the appropriate bubble.

PLEASE USE A #2 PENCIL AND MAKE NO STRAY MARKS. THANK YOU.

1.	How many units have you completed at Rio Hondo Community College?			
	0 - 15	16 - 30	31 and above	Don't know
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2.	What is your approximate cumulative grade-point average?			
	3.5 - 4.0	3.0 - 3.4	2.5 - 2.9	2.4 or below
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
				Don't know
	<input type="radio"/>			
3.	What grade do you expect to receive in this course?			
	A or B	C or Credit	D	F or No Credit
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
				Don't know
	<input type="radio"/>			
4.	Is the workload appropriate for the credit received in this class?			
	Yes, most of the time	No, the workload is excessive	No, the workload is too light	No Opinion
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5.	Do the examinations or other required assignments reflect important aspects of the course?			
	Yes, most of the time	Yes, sometimes	No	No Opinion
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6.	Is the class size satisfactory for this particular class?			
	Yes, most of the time	No, the class is too large	No, the class is too small	No Opinion
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7.	Are the facilities and the equipment adequate and properly maintained?			
	Yes	No	No Opinion	
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
8.	The instructor is knowledgeable about the subject matter being taught.			
	Strongly agree	Agree	Disagree	Don't know
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9.	The instructor uses class time well.			
	Strongly agree	Agree	Disagree	Don't know
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10.	The instructor is well-prepared for class.			
	Strongly agree	Agree	Disagree	Don't know
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11.	The instructor encourages students to think for themselves.			
	Strongly agree	Agree	Disagree	Don't know
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12.	The instructor is available to assist students outside of class time.			
	Strongly agree	Agree	Disagree	Don't know
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13.	The instructor makes helpful comments on required assignments such as papers, examinations, and/or projects.			
	Strongly agree	Agree	Disagree	Don't know
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14.	The instructor allows for differences of opinion during class discussions.			
	Strongly agree	Agree	Disagree	Don't know
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15.	The instructor encourages class discussion.			
	Strongly agree	Agree	Disagree	Don't know
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16.	The instructor answers questions clearly and thoroughly.			
	Strongly agree	Agree	Disagree	Don't know
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17.	The instructor acquaints the students at the beginning of the course with course requirements, evaluation procedures, field trip demands, and attendance requirements.			
	Yes	No	Don't know	
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
18.	In this class, I feel free to ask questions and express my opinion.			
	Strongly agree	Agree	Disagree	Don't know
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19.	Instructor supplied question #1. (If applicable)			
	A	B	C	D
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20.	Instructor supplied question #2. (If applicable)			
	A	B	C	D
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21.	Instructor supplied question #3. (If applicable)			
	A	B	C	D
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
			79	
			<input type="radio"/>	
				<input type="radio"/>
				<input type="radio"/>

APPENDIX G
 RIO HONDO COLLEGE
 UNIT MEMBER EVALUATION REPORT

Date _____

Evaluation Period _____

UNIT MEMBER _____ ASSIGNED DEPARTMENT _____

EVALUATOR _____

Status: First Year Full-Time Contract _____
 Part-Time Instructional _____
 Second Year Full-Time Contract _____
 Part-Time Non-Instructional _____
 Full-Time Regular _____

A. Each of the following roles and responsibilities shall be considered by the evaluator in this evaluation and the judged performance noted. Specific written comments are required when an item is marked unsatisfactory.

	SATISFACTORY	UNSATISFACTORY	NOT APPLICABLE
1. Teaches courses in accordance with the objectives and course content identified in the course outline.			
2. Meets classes/assignments in accordance with scheduled assignment sheet.			
3. Acquaints the students at the beginning of the course with course requirements, evaluation procedures, field trip demands, and attendance requirements.			
4. Submits the required reports to the proper office pursuant to established schedules.			
5. Maintains accurate grade and attendance records for students enrolled in classes.			
6. Is available for assisting students outside of assigned classroom hours and maintains posted office hours.			
7. Is available for assignment of scheduled classes/hours throughout the week.			

	SATISFACTORY	UNSATISFACTORY	NOT APPLICABLE
8. Regularly attends scheduled faculty meetings and scheduled department meetings.			
9. Gives prior notification to department chairperson, and/or designee, if unable to meet any class or scheduled assignment.			
10. Complies with procedures and policies contained within the faculty handbook.			
11. Effectively communicates subject matter to students.			
12. Instructs at the appropriate instructional level of the course.			
13. Respects all students regardless of ethnicity, handicap or sex and allows for differences of opinion.			
14. Is adequately prepared for assignments.			
15. Treats students in a fair and impartial manner.			
16. Provides for the safe use of facilities, equipment and materials.			
17. Works effectively with employees.			

COMMENTS: _____

B. The following roles and responsibilities are deemed valuable but all unit members may not have the opportunity to perform each. It is desired that unit member will participate in selected areas of his/her choice, depending on assignment, interest and opportunity. The narrative evaluation included in this section should identify achievement in these roles. Included here will be reference to other contributions of the unit member to the teaching professions.

1. To develop, implement, and evaluate the instructional program as a continuous process, i.e., selection of textbooks, course and curriculum revisions, use of appropriate instructional techniques, budget preparation, and teaching assignments.

2. To provide counseling and guidance to students in a manner of selecting courses, academic achievement, and career planning within the instructor's discipline.
3. To participate in the selection of certificated and classified staff.
4. To participate in the planned evaluation of certificated and classified staff.
5. To serve as member of college and departmental committees.
6. To take advantage of opportunities provided by the College to attend conferences, apply for leaves and grants, advanced study or related work experience, and staff development programs.
7. To participate in the active recruitment of students.
8. To perform college-related community services to the community.
9. To articulate (to explain and promote acceptance of the college curriculum), including visitations with high schools, colleges and universities.
10. To provide job placements for students.
11. To participate in organization and implementation of advisory committees.
12. To participate in co-curricular activities on and off campus.
13. To participate in the accreditation process.
14. To participate as a speaker in the community and community program.
15. To assist in the planning of facilities.

Provide Narrative in Space as Needed

C. Overall Evaluation

I judge this unit member to be _____
Satisfactory or Unsatisfactory

Signature of Evaluator

D. Improvement Program (if any)

Outline program of improvement that would lead to satisfactory rating.
Be specific and key suggestions to improvement plan in Section III K.
Provide narrative as needed.

E. Unit Member Response (if any)

I wish to make the following comments:

F. I have reviewed the contents of the evaluation.

Signature of Unit Member

Date

One copy to Unit Member
One copy to Personnel File
One copy to Evaluator's File

RIO HONDO COMMUNITY COLLEGE DISTRICT
MEDICAL INSURANCE PLAN
FOR ALL CERTIFICATED EMPLOYEES

COMPANY: CROWN LIFE INSURANCE POLICY NUMBER: 49018
ARRANGED BY: KEENAN & ASSOCIATES EFFECTIVE DATE: OCTOBER 1, 1984

COMPREHENSIVE MAJOR MEDICAL PLAN

SCHEDULE OF BENEFITS

LIFETIME MAXIMUM	\$1,000,000 PER INSURED
DEDUCTIBLE PER INSURED	\$150 OF ELIGIBLE EXPENSES PER CALENDAR YEAR. THE DEDUCTIBLE IS PER INSURED WITH A MAXIMUM OF THREE PER FAMILY.
CO-INSURANCE/STOP LOSS	THIS PLAN PAYS 80% OF THE FIRST \$2,000 OF ELIGIBLE EXPENSES IN A CALENDAR YEAR. ELIGIBLE EXPENSES IN EXCESS OF \$2,000 PER INSURED WITHIN A CALENDAR YEAR ARE PAID AT 100%, EXCEPT FOR OUTPATIENT PSYCHIATRIC CARE. ELIGIBLE CHARGES ARE THOSE CHARGES MADE TO AN INSURED FOR NECESSARY MEDICAL CARE, SERVICES OR SUPPLIES ADMINISTERED BY OR ORDERED BY A LICENSED PHYSICIAN WHICH DO NOT EXCEED THE USUAL, CUSTOMARY, AND REASONABLE CHARGE.
HOSPITAL DAILY ROOM AND BOARD	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES FOR SEMI-PRIVATE ROOM AND DAILY SERVICES.
INTENSIVE CARE AND CORONARY CARE UNITS	80% OF USUAL, CUSTOMARY AND REASONABLE CHARGES.
OTHER HOSPITAL SERVICES	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES.
ELIGIBLE EXTENDED CARE FACILITY	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES FOR SEMI-PRIVATE ROOM AND ELIGIBLE ANCILLARY SERVICES. CUSTODIAL CARE IS NOT A COVERED SERVICE.
SURGEON, ASSISTANT SURGEON, ANESTHETIST, X-RAY, RADIUM AND RADIOACTIVE ISOTOPE THERAPY	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES FOR <u>IN-PATIENT</u> SURGERY WHEN A ROOM AND BOARD CHARGE IS MADE. 100% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES FOR <u>OUT-PATIENT</u> SURGERY, WHEN THERE IS <u>NO</u> ROOM AND BOARD CHARGE MADE.
DOCTOR VISITS IN THE HOSPITAL OR ELIGIBLE EXTENDED CARE FACILITY	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES.
IN-HOSPITAL PSYCHIATRIC CARE	SAME AS ANY OTHER ILLNESS TO \$25,000 LIFETIME MAXIMUM.
DOCTOR HOME AND OFFICE VISITS; BLOOD AND BLOOD TRANSFUSIONS; OUTPATIENT PRESCRIPTION DRUGS; PRIVATE DUTY REGISTERED NURSE; OUTPATIENT DIAGNOSTIC X-RAY & LAB; ARTIFICIAL LIMBS AND EYES; RENTAL OR PURCHASE OF DURABLE MEDICAL EQUIPMENT	80% OF USUAL, CUSTOMARY, AND REASONABLE CHARGES.
AMBULANCE	80% OF USUAL, CUSTOMARY AND REASONABLE CHARGES.
SUPPLEMENTARY ACCIDENT BENEFIT	80% OF USUAL, CUSTOMARY AND REASONABLE CHARGES. DEDUCTIBLE IS WAIVED.
FIRST YEAR WELL BABY CARE	UP TO \$100 FOR OUT-OF-HOSPITAL PEDIATRIC CARE INCLUDING IMMUNIZATIONS DURING FIRST YEAR OF LIFE.
OUTPATIENT PSYCHIATRIC CARE	50% TO \$20 MAXIMUM PAYMENT PER VISIT; MAXIMUM OF 50 VISITS DURING CALENDER YEAR.

EXCLUSIONS AND LIMITATIONS

Eligible expenses shall not include any charges for services and supplies furnished: **INELIGIBLE HOSPITAL AND MEDICAL EXPENSES**--No amount will be payable for care, services or supplies rendered or supplied to an insured:

1. In connection with general health examination;
2. For eye refractions or the cost of fitting of eyeglasses or hearing aids;
3. For the cost of fitting of contraceptive devices;
4. For personal comfort items;
5. In connection with a bodily injury or sickness covered by any Workers' Compensation Law or similar legislation;
6. In connection with an injury which has been self-inflicted while sane or insane;
7. In connection with an injury or disease resulting from insurrection or war whether war be declared or not, or any act incident thereto, or participation in any riot;
8. For which benefits or services are provided for the insured under any government plan, group, franchise, or other insurance or prepayment plan (other than this Policy) arranged through any employer, union, trustee, or employee benefit association;
9. To which the insured is entitled without charge by law or for which there is no cost for any other reason;
10. For charges which are unreasonable. Unreasonable charges shall include:
 - (a) charges for any services, treatments or supplies in excess of such charges as would have been made in the absence of this insurance; and
 - (b) charges for services or supplies in excess of the Customary and Reasonable Charges. Customary charges are the prevailing charges in the area for services of the same nature and duration and performed by a person of similar training and experience, or for substantially equivalent supplies.
11. For cosmetic medical or surgical care, unless rendered as a result of reconstructive cosmetic surgery and the insured submits satisfactory proof that such care is necessary to restore tissue damaged by disease or accidental bodily injury;
12. As a result of an elective abortion;
13. For dental care or services, other than hospital charges or eligible expenses incurred as a result of accidental injury to natural teeth, except that charges for dental care rendered by a dentist for the repair of damage to sound natural teeth, including the replacement of sound natural teeth or the setting of a fractured or dislocated jaw, caused by a direct accidental blow to the mouth (and not by an object wittingly or unwittingly placed in the mouth) sustained while insured, will be considered as Eligible Charges, provided such charges are incurred while the insurance is in force and within 90 days of the date such injury is sustained.

GENERAL INFORMATION

ELIGIBLE EMPLOYEES

All active full-time or regular part-time Certificated employees of the District working half-time or more per week.

ELIGIBLE DEPENDENTS

Dependents include spouse and unmarried children from birth to age 19; unmarried children from age 19 to age 25, provided such children are dependent upon the employee for at least fifty percent of their financial support and for whom the employee is entitled to an exemption for income tax purposes. Dependent children who are currently insured and who are mentally retarded or physically handicapped, and incapable of self-support, may continue coverage beyond age 25 provided satisfactory proof of disability is submitted to Crown Life Insurance Company. Children include stepchildren, adopted and foster children of the employee. Coverage for eligible dependents will become effective on the date coverage for the employee upon whom they are dependent becomes effective, unless that dependent is hospital confined. In that event, coverage will not become effective until such dependent ceases to be hospital confined. An employee is required to enroll dependents within 31 days of the employee's Effective Date of insurance or within 31 days of the date on which dependents are acquired.

PRESENT EMPLOYEES

You are eligible for this insurance on the Plan Effective Date provided you are actively at work on a full-time or regular part-time basis; or if not actively at work, able to perform all the duties of your occupation on that date. Otherwise, coverage will become effective on the date you return to work and resume all normal duties.

NEW EMPLOYEES

Employees hired after the Plan Effective Date will become eligible for this insurance on the first of the month coinciding with or next following date of hire provided they are actively at work on a full-time or regular part-time basis; or if not actively at work, able to perform all the duties of their occupation on that date. Otherwise, coverage will become effective on the date they return to work and resume all normal duties.

COORDINATION OF BENEFITS

If an insured individual is entitled to benefits under any other plan which will pay part or all of the expenses incurred, the amount of benefits payable under this Plan will be reduced so that the aggregate amount paid will not exceed 100% of eligible charges.

TERMINATION OF INSURANCE

Your insurance will terminate on the last day of the month during which: you terminate employment; you are no longer a member of an eligible class; premium payments cease; or on the day the Master Policy terminates, whichever occurs first. Dependent benefits shall automatically cease when such person is no longer an eligible dependent, or when the employee's insurance terminates, whichever occurs first.

HOW TO FILE A CLAIM FOR MEDICAL BENEFITS

Claim forms are available at your District Office. You should complete the claim form and forward it directly to Crown Life Insurance Company. Payment will be made directly to you; if benefits are assigned, payment will be made to the provider of service. Submit claim for to: CROWN LIFE INSURANCE COMPANY, P.O. BOX 13647, Sacramento CA 95853-4647; 1-(800)-336-1400.

This literature does not create or confer any rights. It is only a brief outline of the Plan and is not to be accepted or construed as a substitute for the provisions of the Master Policy.

AGREEMENT RATIFICATION SIGNATURES

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

Thomas J. Miller

Rosamund G. Brown

John E. Warner

Orpha A. Becker

ON BEHALF OF THE
RIO HONDO COMMUNITY COLLEGE DISTRICT

Harold M. Suswan

John G. Kelly

Robert M. Miller

Mae J. Jones

Susan J. Jones

DATE OF RATIFICATION February 25, 1987