

Tentative Agreement
Between
Rio Hondo College District
And Rio Hondo College Faculty Association¹

January 9, 2009


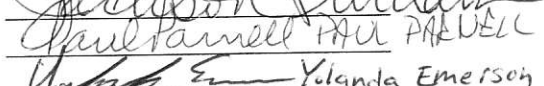
Except as modified below, previously tentatively agreed, or mutually agreed, the following is the agreement for the 2008-2009 fiscal and academic year. Pursuant to the reopeners in the ratified agreement, the District and RHCFA agree as follows:

1. The Two-Tier system of retiree health benefits implemented as part of a restructuring of health benefits generally is suspended effective immediately for new employees and for existing employees on January 1, 2010 provided that and conditioned upon the agreement of RHCFA to allow PERS Care only at unit member expense; i.e. a unit member would pay the differential cost from PERS Choice utilizing tenthsly (10thly) payroll deduction. The cost savings for the modification from PERS Care to PERS Choice shall be used to fund the increased costs of retiree health benefits caused by the termination of the Two-Tier retiree health benefit program. The only exception would be for those unit members who reach the two million dollar (\$2,000,000) lifetime maximum for PERS Choice which would be at District expense. The District has confirmed that a letter, dated October 3, 2007, from CalPERS to the District (attached to this agreement) states that "if unexpected circumstances occur and a member reaches their lifetime maximum outside of an open enrollment period, CalPERS will make an administrative exception to move the member, at their request, to the PERSCare Basic plan." The funds contributed by new employees for retiree health benefits shall be returned on January 1, 2010.²
2. The qualification service time for the minimum contribution pursuant to Government Code § 22892 (b) (1) will be the equivalent of the supplemental benefit program.
3. The draft academic calendar for 2009-10 shall be attached to this agreement and include an additional half flex day annually in the fall. The agendas for the flex days will be mutually agreed upon by representatives of the RHCFA and the District.
4. The annual sick leave allotment for full time faculty will be increased to eleven (11) days commencing Fall 2008. The sick-leave allocation for part-time and overload teaching will be one (1) hour for every seventeen (17) hours of instruction.

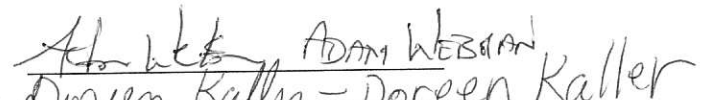
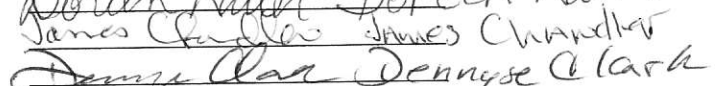
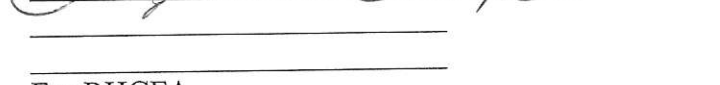

¹ The entire tentative agreement is subject to ratification by the Faculty and the Board of Trustees.

² Retirement health benefits are only for fulltime tenure track employees. This agreed upon construction of eligibility will be prospective and is not to be construed in any **existing** grievances or legal actions either for or against RHCFA or the District's relative positions.

5. As required by AB 1725, the RHCFA is required to consult with the Academic Senate relating to evaluation procedures. Upon consultation and approval by the Academic Senate the following, or equivalent, language shall be added to Appendix G #1: **“Teaches courses in accordance with the objectives and course content identified in the course outline and student learning outcomes agreed upon by the Faculty.”** RHCFA will review with the Academic Senate as required no later than the end of Spring 2009 term.
6. The District agrees to increase the amount for waiving health benefits to \$250 dollars tently (\$2500 annually). However, this amount will be effective beginning January 1, 2010 through December 31, 2010. Should the amount not be amortized by additional unit members waiving health benefits, the waiver amount shall revert to \$150 tently (\$1500 annually) on January 1, 2011. Currently we have nine unit members who are waiving the health benefits, and it would require approximately 11 for the District to realize savings.
7. The District agrees to pay the required fees (\$54) for the Pay Flex program based upon IRC 125.
8. The Interim Agreement on Distance Education language will be extended through June 30, 2010.
9. The RHCFA and the District will jointly develop and implement a new faculty orientation program.
10. The current release time allocated in 9.1.16 and 16.2.19 plus an additional 20% may be reallocated at the discretion of RHCFA provided that the RHCFA President notifies the Human Resources Director at least one month prior to the beginning of the semester.


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Yolanda Emerson Yolanda Emerson

For the District


Adam Weisman ADAM WEISMAN

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For RHCFA