

# Collective Bargaining Agreement

Between

**Rio Hondo College**

**Faculty Association/CCA/CTA/NEA**



and

**Rio Hondo Community**

**College District**



**2019—2022**

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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. This Agreement shall not be signed until ratified by the Association membership and approved by the District Board of Trustees.
  
- 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 Educational Employee Relations Act.

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

- 3.1 Commencing July 1, 2019, the salary schedule shall be increased by funded COLA plus 1.0%.  
Commencing July 1, 2020, the salary schedule shall be increased by funded COLA plus 1.0%.  
Commencing July 1, 2021, the salary schedule shall be increased by funded COLA plus 1.0%.

### 3.2 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:

#### 3.2.1 COLUMN I

##### 3.2.1.1 Academic Areas

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

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

A. A. degree and six (6) years of experience and certification (Limited Service Credential or Instructor Credential), license, etc., or meets equivalencies.

#### 3.2.2 COLUMN II

##### 3.2.2.1 Academic Areas

Bachelor's and Master's degree.

##### 3.2.2.2 Vocational Areas

Bachelor's degree and R. N. License, or Bachelor's degree and two (2) years appropriate occupational experience.

#### 3.2.3 COLUMN III

##### 3.2.3.1 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.

##### 3.2.3.2 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 (2) years experience plus eight (8) approved full-time weeks of paid trade experience earned after receipt of the Bachelor's degree.

### 3.2.4 COLUMN IV

#### 3.2.4.1 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).

#### 3.2.4.2 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 (2) 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.

### 3.2.5 General

3.2.5.1 Occupational experience can be one (1) year experience and one (1) year of teaching; or two (2) years of occupational experience.

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

3.2.5.3 "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.

3.2.5.4 All experience must have taken place within the ten years preceding hiring at Rio Hondo College with at least one (1) year within the three (3) years preceding the date of application.

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

3.2.5.6 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).

3.2.5.7 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.). All original letters must be turned in before the first pay period in order to be placed on the correct step and column. Late letters

will be considered for next semester.

3.2.5.8 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.

3.2.5.9 A set of fingerprints, taken by any local agency at the expense of the applicant, is required for the file.

### 3.2.6 Step Advancement

3.2.6.1 Full-time unit members are eligible to move up one (1) step upon completion of an academic year consisting of full-time service until the maximum step shown in each column is reached. 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.

3.2.6.2 Part-time unit members are eligible to move up one (1) 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.

3.2.6.3 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. Effective July 1, 2016, all part-time unit members working regular hourly assignments (including counselors) will have the hourly assignments added to load to calculate eligibility for step advancements pursuant to 3.2.6.2.

3.2.6.4 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.

### 3.2.7 Column Advancement

3.2.7.1 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.

3.2.7.2 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.

- 3.2.7.3 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 (1) 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.
- 3.2.7.4 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 Vice-President of Academic Affairs, the Dean of Library and Instructional 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.
- 3.2.7.5 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 relates to previous teaching experience if such experience directly relates to courses currently offered by the District.

### 3.2.8 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 (1) step for:

- 3.2.8.1 Each year of full-time experience, or equivalent, which required a credential prior to 7/1/90.
- 3.2.8.2 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.
- 3.2.8.3 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.
- 3.2.8.4 Each three (3) years of full-time related occupational experience is equal to one (1) step on the salary schedule. 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.

### 3.2.9 Definitions of Unit Members

- "Full-time employee" - A unit member whose load is more than 67%
- "Part-time employee" (instructional and non-instructional) - A unit member whose load is not more than 67%
- "Hourly employee" - A unit member whose work is assigned on a week-to-week basis

### 3.2.10 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:

$$\text{Annual ten-month salary} \times \text{Part-time Factor (PTF, .60)} \times .5 \times \text{percent semester load} = \text{semester salary}$$

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:

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

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

$$\text{Annual ten-month salary} \times \text{PTF (.60)} \times .5 \times \text{percent summer school load} = \text{summer/intersession salary}$$

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:

3.2.11 Instructional Assignments

$$\text{Annual ten-month salary} \div \text{hours per year} \times \text{PTF} = \text{semester hourly rate}$$

3.2.12 Non-Instructional Assignments

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

3.2.13 Hours Per Year

3.2.13.1 Hours for Fall 17 ½ weeks shall be designated in accordance with the following:

	<u>Hours/ Week</u>	<u>Weeks/ Year</u>	<u>Hours/ Year</u>
<u>Instructional Assignments</u> (including but not limited to the following):			
All Lectures (except Languages)	15	x 35	525
Lecture - Language	16	x 35	560
Lab - Art, English, Skill Center, Journalism, Math Skill Center, Music Activity, Nursing Lab/Clinic, TV, Theatre Arts	20	x 35	700
Lab – Anthropology, Astronomy, Biology, Chemistry, Geography, Geology, Physical Sciences, Physics	20	x 35	700

Physical Education Activity	21	x	35	735
Lab - Arch. Drafting, Auto, Business, Computer Information Technology, Child Development, Education, Engineering, Drafting, Electronics, Engineering, Disabled Students, Fire Technology, Language Skill Center, Library, Administration of Justice, Psychology, Speech, Welding	21	x	35	735

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

Disabled Students Specialist	30	x	35	1,050
Coordinators, Counselor, Psychologist, Librarian	40	x	35	1,400

3.2.13.2 Hours for Fall 16 weeks shall be designated in accordance with the following:

	<u>Hours/</u> <u>Week</u>	<u>Weeks/</u> <u>Year</u>	<u>Hours/</u> <u>Year</u>
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Instructional Assignments (including but not limited to the following):

All Lectures (except Languages)	16.41	x	32	525
Lecture - Language	17.5	x	32	560
Lab - Art, English Skill Center, Journalism, Math Skill Center, Music Activity, Nursing Lab/Clinic, TV, Theatre Arts	21.88	x	32	700
Lab – Anthropology, Astronomy, Biology, Chemistry, Geography, Geology, Physical Sciences, Physics,	21.88	x	32	700
Physical Education Activity	22.97	x	32	735
Lab - Arch. Drafting, Auto, Business, Computer Information Technology, Child Development, Education, Engineering, Drafting, Electronics, Engineering, Disabled Students, Fire Technology, Industrial Tech., Language Skill Center, Library, Administration of Justice, Psychology, Speech, Welding	22.97	x	32	735

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

Disabled Students Specialist	32.81	x	32	1,050
Coordinators, Counselor, Psychologist, Librarian	43.75	x	32	1,400

3.2.14 Parity between full-time and part-time faculty

3.2.14.1 Parity with full-time regular faculty is set at 82.5%, which may be expressed as a factor of 0.825. Reaching this goal is the objective of the parties.

3.2.14.2 The current part-time factor (PTF) found at Section 3.3.10 is 0.6.

3.3 Other Salary Related Matters

3.3.1 If academic attire for student graduation exercises is required by the District, the District shall provide such attire at no cost to both full-time and part-time unit members.

3.3.2 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.

3.3.3 The unit member shall have access to assigned District parking lots. 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 disabled persons.

3.3.4 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.

3.3.5 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.

3.3.6 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 Health Insurance

#### 4.1.1 Medical Insurance

The District shall provide medical health insurance to full time (100%) faculty members. RHCFA members electing to choose PERS Care may do so by paying the differential cost between PERSChoice and PERS Care utilizing tenthsly payroll deductions.

As a point of reference, the District shall make the following (tenthsly) PEMHCA contributions for eligible full-time (100%) unit members for 2016 policy year: up to \$685.90 for single party coverage; up to \$1,371.80 for two (2) party coverage; and up to \$1,783.34 for family coverage. The parties agree that PEMHCA two (2) party coverage includes domestic partners.

According to CalPERS, if any faculty member enrolled in PERS Choice reaches the two million dollar (\$2,000,000) lifetime maximum outside of an open enrollment period, CalPERS will make an administrative exception to move the member at her/his request to the PERSCare plan at the District's expense (CalPERS letter dated October 3, 2007).

#### 4.1.2 Dental Insurance

The District shall provide full-time (100%) employees with a dental plan - Delta Dental with an annual maximum of \$2000 and family orthodontia at the 70% level with a lifetime maximum of \$2,000 per family member.

#### 4.1.3 Vision Insurance

The District shall provide full-time (100%) employees with a vision plan – VSP with 12 months for exams and lenses and 24 months for frames.

#### 4.1.4 Life Insurance

The District shall provide full-time (100%) employees with a \$50,000 term life insurance policy.

#### 4.1.5 Employee Assistance

The District shall provide full-time (100%) employees with an Employee Assistance Resource Program.

#### 4.1.6 Employees less than 100%

Full-time employees working less than 100% may elect to participate in said medical, 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 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 the last day of the term of this Agreement.
- 4.4 Each eligible full-time (100%) unit member shall be required to enroll in one (1) of the medical plans offered by PEMHCA unless he/she submits an annual written waiver of said coverage.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 Unit members who are not full-time unit members shall not be eligible for health and welfare benefits as specified above.
- 4.9 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.
- 4.10 Retirement Benefits, Part-Time Faculty
- 4.10.1 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.
- 4.10.2 The effective date of the APPLE plan inclusion shall be January 1, 1992.
- 4.10.3 Under the APPLE plan, the District and the individual employee shall each pay a 3.75% payroll tax.
- 4.10.4 The installation and annual administration fees for the APPLE plan shall be paid by the District.
- 4.10.5 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.
- 4.11 Health, Dental, and Vision Insurance and Services, Part-Time Faculty

The District shall contribute \$65,000 per fiscal year to reimburse part-time unit members for health, dental, and vision insurance and services as specified herein.

- 4.11.1 To participate in this program, a unit member shall: have previously served the District as a unit member for a minimum of two (2) consecutive full semesters; be actively employed by the District at the time of enrollment; not have full insurance coverage through another source; and comply with all requirements and procedures of the carrier for enrollment and maintenance of coverage. The District contribution shall be made directly to the unit member.
  - 4.11.2 Up to \$45,000 shall be allocated for health insurance premium contributions. This pool shall be prorated among participating unit members working more than 50 hours a year, but in no event shall a unit member receive more than \$500 per fiscal year for health insurance premiums, except as specified in 4.11.4 below.
  - 4.11.3 Each year, up to \$15,000 shall be allocated for reimbursement of dental insurance or services and \$5,000 shall be allocated for reimbursement of vision insurance or services. This pool shall be prorated among participating unit members working more than 25 hours a term, but in no event shall a unit member receive more than a \$250 reimbursement per fiscal year for dental and \$100 reimbursement per fiscal year for vision insurance or services.
  - 4.11.4 At the conclusion of the fiscal year, any remaining balance of the \$55,000 annual pool will first be distributed on a pro rata basis for reimbursements in 4.11.3 and then for reimbursements in 4.11.2.
- 4.12 An Internal Revenue Code Section 125 account shall be available for unit members to utilize on a voluntary basis. The District shall make arrangements for a third party administrator to assist in the accounting and management of this program. The District shall pay the administrative fee for the program.
- 4.13 The District shall reimburse unit members for overpayments to the CalSTRS Defined Benefit Supplement by April 1 of each fiscal year.

## 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 (1) 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 1<sup>st</sup>. 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 Appendix B.
- 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-three, point seventy-five (43.75) 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 (3) 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 including submitting copies of syllabi to division deans for each course being taught
  - 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 workweek 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

Such other tasks shall be selected in writing with a copy submitted to the Division Dean prior to the start of each semester.

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

5.3.8 Faculty shall be responsible for listing Student Learning Outcomes (SLO's) in their syllabi, for entering SLO assessment data in the appropriate software package, and for engaging in dialogue and writing assessment reports with other faculty for one semester each academic year. SLO data must be entered every year by June 30. Faculty evaluations shall be based, in part, on whether a unit member provides SLO data and engages in the SLO process. However, the results of the assessment (i.e., whether high or low levels are achieved) shall not be used as a basis for evaluation.

5.4 The forty-three, point seventy-five (43.75) 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 C, or pro rata share thereof.

5.5.2 Counselors, Librarians and the Learning Assistance Center Coordinator employed full time (100%) shall maintain a schedule, subject to approval of the District, consisting of a minimum of thirty-two, point forty-one (32.41) desk/student contact hours and eleven point thirty-four (11.34) hours of other selected tasks as enumerated in Article 5.3. If a Counselor, Librarian or the Learning Assistance Center Coordinator is assigned a teaching assignment during the academic year, he/she will have the option to teach that class as part of their full-time load. Courses taught on load shall not exceed 20% except as approved by the District and agreed to by the Counselor, Librarian or Learning Assistance Center Coordinator.

5.5.3 Coordinator, Student Health Center coordinator, Psychologist, Transfer Center counselor/coordinator, First Year Success Center counselor/coordinator, Foster Youth counselor/coordinator, Career Center counselor/coordinator, Veterans counselor/coordinator, Outreach counselor/coordinator, and Psychologist/coordinator shall maintain a schedule, subject to approval of the District, consisting of forty-three, point seventy-five (43.75) hours per week of which no more than thirty-five (35) hours shall be desk/student contact hours. Unit members referenced in 5.5.3 shall perform those tasks related to their assignments in addition to selected tasks as enumerated in Article 5.3. If a unit member referenced in 5.5.3 is assigned a teaching assignment during the academic year, his/her forty-three, point seventy-five (43.75) hour week shall be reduced proportionally. Non-teaching full-time faculty positions not included in this section shall be added after the position has been approved.

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-two, point eighty-one (32.81) hours of assigned time and ten, point ninety-four (10.94) hours of selected tasks as enumerated above (5.3). If a Specialist is assigned a teaching assignment during the academic year, his/her forty-three, point seventy-five (43.75) hour work week shall be reduced by that proportion of his/her teaching assignment which relates to a normal teaching load.

## 5.5.5 Project Assignments

- 5.5.5.1 The process for selection of Special Assignment Personnel (SAP), 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.
- 5.5.5.2 District Assigned Personnel (DAP) render service to meet needs that are college-wide, not division specific. Duties for a new DAP will be included in the recruitment announcement. Selection of a DAP shall be made by the District after consultation with the Association. The District shall notify the Association in writing whenever there is an additional, removal, or change to any DAP position.
- 5.5.5.3 The current DAP and SAP positions are in Appendix I, along with the associated reassigned times as of the signing of this agreement. These positions are current as of the execution of this agreement but subject to modification as set out in 5.5.5.1 and 5.5.5.2.
- 5.5.5.4 The provisions in this article relating to DAPs and SAPS shall apply regardless of the funding source for the position (e.g., general funds, categorical funds, grants funds, or others).
- 5.5.5.5 The District shall notify the RHCFA in writing of its intention to open a DAP position. The position announcement shall be posted for one week by April 1 of each year. A selection committee shall be comprised of four administrators (President, Vice President of Academic Affairs, Vice President of Student Services, Vice President of Finance and Business or their administrative designees) and one faculty member appointed by the Association who is knowledgeable about the duties and responsibilities of the position. The District may invite additional faculty members to serve on the selection committee, with the consent of the Association. The District retains the right to alter a DAP position based upon the changing needs for the position. The amount of reassigned time for a position may be changed by the District as needed. The length of reassigned time positions shall be for two years, but may be modified by the District as needed.
- 5.5.5.6 The Curriculum Chairperson and the Online Education Coordinator shall be selected by the members of their respective committees, and not through the process outlined in Article 5.5.5.5.
- 5.5.6 For the purpose of determining lecture and lab, load hours are defined as a "class hour" of 50 minutes.
- 5.5.7 A combined class occurs when two (2) different course numbers share the same space and a portion of the same times, including honor courses. For these courses, a 1.67% load factor shall be added.

## 5.6 Work Load Range

- 5.6.1 The District shall consider a full-time (100%) unit member's normal to be within the range of 96%-104% inclusive of the load identified in Appendix C 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 (2) 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 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 load, then the percent below 100% may be adjusted by special assignment in the current semester of the lower 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, and 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-three, point seventy-five (43.75) hours and the quotient multiplied by 100. Example: An instructor with a special assignment of eight (8) hours per week would be credited with  $8.75/43.75 \times 100 = 20\%$  load. To determine the number of hours of a special assignment, the percentage of the load below 100% will be multiplied by forty-three, point seventy-five (43.75) hours per week. Example: An instructor with an 87.5% load would be required to accept a special assignment  $12.5\% \times 43.75 = 5.47$  hours. For activity assignments, the foregoing on assignments above and below normal shall be modified in accordance with Appendix C.
- 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 Fall and Spring overload assignments shall not exceed 40% of a normal load except as approved by the District. Summer assignments shall be governed by Article 24.4.
- 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 (4) hours.

## 5.8 Office Hours

- 5.8.1 Full-time unit members shall schedule at least three point three (3.3) office hours per week for a 16 week schedule. 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 and location, if other than office, 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 (3) 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 forty-five (45) days 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 (1) 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 =	.015 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 hours orientation =	.105 load
	.247 load
Equated to	25% load

## 5.12 FLEX Calendar

5.12.1 For instructional faculty, a maximum of seven (7) FLEX days per year (42 hours), in lieu of instruction, of which up to four and a half (4.5) days (27 hours) may be spent in off-campus activities that are recommended by the FLEX Committee. The remaining two (2) FLEX days shall be spent on campus, one (1) District designed day prior to the start of the Fall semester and one (1) prior to the Spring semester.

For non-instructional faculty, the FLEX obligation will be in the two (2) FLEX days spent on campus, one (1) prior to the start of the Fall semester and one (1) prior to the Spring semester.

5.12.2 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 (1) week before the start of the summer session.

5.12.3 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.

5.12.4 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.

5.12.5 A unit member shall be granted one (1) 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.

## 5.13 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.

## 5.14 New Faculty Orientation

The District shall provide stipends for all first-year, full-time, tenure-track faculty for one term to participate in a new faculty orientation program developed by the RI-ICFA. Two faculty facilitators designated by the RHCFA shall receive a stipend as well. All stipends shall be paid at the equivalent of a 5% overload rate. In the future, the District may request to jointly develop a new faculty orientation program with the Association.

5.15 To best serve our students and maintain academic integrity, grades will be submitted by the faculty / unit member five (5) business days after the last day of the semester / term. Grade submission will occur five (5) business days after the last day of finals in the fall and spring semesters and five (5) business days after the last day of class in the intersession and summer session. Business days do not include Saturdays, Sundays, or holidays for the purpose of grade submission.

## 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 (1/2) 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 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.
- 7.1 The Class Size List shall reside in the Office of Instructional Operations.
- 7.2 Class size limits for new classes shall be the same as those for similar existing classes unless modified in accordance with Article 7.3.
- 7.3 Established class limits may be changed or new class limits established after consideration by a committee comprised of three (3) administrators selected by the Vice-President, Academic Affairs or Vice President of Student Services, or designee, and three (3) full-time unit members designated by a majority of the unit members in the department. If a majority of the committee agrees on the class limits, the recommendation of the majority of the committee shall be submitted to the Vice-President, Academic Affairs or Vice President of Student Services, or designee, for consideration. If there is no agreement by a majority of the committee members, the individual recommendations of the committee members shall be submitted to the Vice-President, Academic Affairs, for consideration. After reviewing the recommendations, the Vice-President, Academic Affairs, or designee, shall make a final decision concerning the proposed change in class size limit or the new class limit. Such decisions shall be submitted to the committee members in writing and shall include a statement of rationale for said decisions. The rationale shall not be subject to the Grievance Procedure except as such rationale violates other sections of the Agreement.
- 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. Conformance to class size limits shall be determined no later than the end of first census week of each term. 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 67%) 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 67% 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 67%), including those working hourly assignments, 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 eleven (11) 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 eleven (11) school months is entitled to eleven (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 eleven (11) 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 (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave, and if the absence exceeds more than one-half (1/2) 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 and Hourly as Needed Personal Illness and Injury (including Summer School)

- 8.1.2.1 Unit members working a part-time assignment (less than 67%) or overload shall earn one (1) hour of personal illness and injury leave for each seventeen (17) hours of time worked. Effective July 1, 2014, this article shall also apply to hourly as needed unit members, Counselors, Librarians, and Coordinators. All full-time unit members shall earn sick leave up to a maximum annual accrual of 24 overload sick leave hours. Sick leave will not be earned for substituting or when another unit member is accruing leave for the same assignment.

- 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 (3) consecutive semesters not including summer school.

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

- 8.1.2.5 The following shall be used for full-time unit members if absent from assignment effective January 1, 2015:

- 8.1.2.5.1 The unit member's sick leave will be charged no more than a single day for a missed day, regardless of whether the day includes both a regular and an overload assignment.

- 8.1.2.5.2 If a unit member has no sick leave remaining, the unit member's overload sick leave will be charged no more than a single day for a missed day, regardless of whether the day includes both a regular and an overload assignment. Overload sick leave hours will be converted into a sick leave day at the rate of six (6) hours.

- 8.1.2.5.3 Unit members missing multiple days will be charged a single day for each workday missed between the first and last days of the absence. For example, a unit member who has on-campus assignments Monday through Thursday and misses Thursday and the following Monday will be charged three days (Thursday, Friday, and Monday).

8.1.2.5.4 A unit member who is absent for one-half (1/2) day or less shall be deducted one-half (1/2) day from the accumulated leave, and if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.

8.1.2.6 Upon retirement, full-time unit members shall have all unused overload sick 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 within the three (3) school years succeeding the school year in which the employment in the first district is terminated.

## 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 working a set schedule, 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 (1) way is required, without loss of salary on account of the death of any member of his/her immediate family. A set schedule is not occasional and as needed but is regular and reoccurring. 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 (1) 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 (1) academic year of continuous service equal to more than 67% 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 of twelve (12) weeks or 480 hours 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 or to care for a newborn of the employee, (b) the placement of a child with an employee for adoption or foster care (c) to care for the employee's spouse, child, or parent with a serious health condition of the employee; (d) because of a serious health condition that makes the employee unable to perform the functions of the employee's job; (e) because of any qualifying exigency arising out of the fact that the employee's spouse, child or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (f) to care for a covered servicemember with a serious injury or illness if the employee is the spouse, child, parent, or next of kin of the servicemember).

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 (self-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 (if applicable).

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 one or more essential 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 "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 age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.

8.8.5.2 The term "parent" means biological, adoptive, step or foster father or mother of, or any other individual who stood parentis to the employee when the employee was a son or daughter.

"Parent of a servicemember" means a covered servicemember's biological, adopted, step or foster or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include "in law".

8.8.5.3 Spouse means a husband or wife as defined or recognized under the State law for purposes of marriage in the State where the employee resides,

including common law marriage in States where it is recognized.

- 8.8.5.4 “Active duty or Call to Active Duty Status” means a duty under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation for members of the Reserve components, the National Guard, and certain retired members of the Regular Armed Forces and retired Reserved while serving on active duty status during a war or national emergency declared by the President or Congress.
  - 8.8.5.5 “Contingency Operations” means a military operation that is (1) designated by the Secretary of Defense as an operation in which members of the United States Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (2) that results in the call to order to , or retention on, active duty members of the United States Armed Forces by law or any other provision of law during a war or national emergency declared by the President or Congress.
  - 8.8.5.6 “Covered Servicemember” means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty.
  - 8.8.5.7 “Outpatient Status” means, with respect to a covered servicemember, the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
  - 8.8.5.8 “Next of Kin of a Covered Servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.
  - 8.8.5.9 “Serious Injury or Illness” means an injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank or rating.
- 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 sick 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 the 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 at least 30 calendar days.

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 "intermittently or on a reduced leave schedule" under certain circumstances. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full time to part time.

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 (1) full semester unless otherwise approved by the District. If a full-time unit member is granted a leave for one (1) 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 (3) representatives designated by the Faculty Association and three (3) 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 grant up to five (5) sabbatical leaves based upon the recommendation of the Sabbatical Review Committee. Only by a majority vote of the Sabbatical Review Committee will less than five (5) sabbaticals be granted.

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:

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

- 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 (1) full contract year or 85% of their base salary for one-half (1/2) 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 Retirement Credit While on Leave

During the sabbatical period the employee will be credited with only 85% service time for retirement purposes. The employee and the District shall contribute their respective shares for the employee to receive 100% STRS service credit.

#### 8.10.9 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.

#### 8.10.10 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 (1) calendar year. A unit member shall submit such request to the District at least four (4) 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 (1) 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 (10) days of said denial, the reasons for the denial. The District shall respond, in writing, within ten (10) 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. The Committee shall consist of one (1) representative from the District, specifically the Director of Human Resources, and one (1) representative from RHCFA.
  - 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.

8.12.4 The maximum amount of time for which donated leave credits may be used, is twelve (12) 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.

### 8.13 Parental Leave

Unit members who have exhausted all available sick leave, shall receive no less than fifty percent (50%) of their regular salary for the remaining portion of a twelve-workweek period of parental leave. Unit members shall not be provided more than one twelve-workweek period leave during any twelve-month period. Parental leave taken pursuant to this section shall run concurrently with any leave taken pursuant to Government Code Section 12945.2.

## ARTICLE 9: EVALUATION PROCEDURES

9.0 At Rio Hondo College, evaluation of full-time contract unit members and part-time 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.

### 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

9.1.1.1 Unit members shall only be evaluated by authorized evaluators. Authorized evaluators can include a division dean, an immediate administrator (if not a division dean), an appropriate dean, an appropriate vice-president of the discipline(s), and members of the peer review committee.

9.1.1.2 The District shall provide training for all authorized evaluators who perform administrative evaluation. Except in unusual circumstances, training will be completed prior to evaluations being completed. Training may also occur when there is a substantial change in the evaluation instrument or procedures. A representative of the RHCFA may be present at the trainings.

#### 9.1.2 Initial Meeting

The initial meeting is the first meeting between the authorized evaluator(s) and the unit member during the academic year. The authorized evaluator(s) shall review the faculty handbook and the evaluation procedures. During this initial meeting, evaluation visitations will be arranged.

#### 9.1.3 Evaluation Visitation

Evaluation visitations for unit members whose primary responsibility is classroom teaching will be classroom visitations. For those unit members whose primary responsibility is not classroom teaching, evaluation visitations may consist of other student-unit member contacts as mutually-agreed upon by the authorized evaluator(s) and the unit member.

#### 9.1.4 Evaluation Conference

Evaluation visitations will be followed by an evaluation conference to discuss the observations made by the evaluator(s) and other relevant evaluation information. During the evaluation conference, the authorized evaluator(s) shall review with the unit member those areas where the unit member has been deemed satisfactory as well as specific suggestions for improvement, if any.

### 9.1.5 Evaluation Summary Meeting

At the evaluation summary meeting, the unit member shall be provided the complete evaluation consisting of: (1) the unit member's formal Evaluation Report and (2) the analysis of Student Instructional Surveys from the authorized evaluator. At the conclusion of the Evaluation Summary Meeting, the authorized evaluator(s) shall indicate both orally and on the appropriate form whether the unit member is deemed overall satisfactory, unsatisfactory, or satisfactory with a professional development plan. The unit member shall sign the formal evaluation report as an indication of its receipt.

### 9.1.6 Unit Member Evaluation Report

A unit member evaluation report is a specified written evaluation of a unit member's work performance.

### 9.1.7 Professional Development Plan

A professional development plan is a written document that describes how a unit member shall improve his or her work performance.

### 9.1.8 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.

**Satisfactory with a Professional Development Plan:** A rating that indicates a unit member requires further professional development.

### 9.1.9 Peer Review

Peer review is a technique for evaluating the quality of a unit member's performance, using full-time regular unit members to evaluate other unit members and to provide suggestions for professional development by giving feedback to one's colleagues.

### 9.1.10 Categories of Unit Members

9.1.10.1 Full-Time Regular Unit Members: Unit members employed by the District pursuant to the provisions of EC 87602, 87608, 87608.5, 87609 and 87663.

9.1.10.2 Full-Time Contract Unit Members: Unit members who are employed by the District pursuant to the provisions of EC 87602, 87608, 87608.5, 87609 and 87663.

9.1.10.3 Full-Time Categorical Non-tenure Track Unit Members: Unit members employed by the District pursuant to the provisions of EC 87470 and 87663.

9.1.10.4 Part-Time Instructional Unit Members: Unit members who are employed pursuant to the provisions of EC 87482.5 and whose assignments are not more than 67%.

9.1.10.5 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.

#### 9.1.11 Student Instructional Survey Report

A student instructional survey report is based upon questionnaires given to students in order to assess the unit member's work.

#### 9.1.12 Facilitator

A unit member shall serve as a facilitator for unit members being evaluated. The facilitator shall receive from Human Resources a list of unit members to be evaluated, provide training for peer review evaluators and unit members, monitor the process, ensure timelines are met, and verify completion of 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 and the Faculty Association accept 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 authorized administrators on the process of evaluation. The Faculty Association will provide training for peer review evaluators.

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

9.2.3 Evaluators shall consider the rights and responsibilities of unit members as outlined in Board Policy 4030, Academic Freedom, in developing evaluations.

9.2.4 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.

9.2.5 Constructive criticism and suggestions for improvement, if any, shall be specific and in writing. If major inadequacies are found to exist, they shall be included in a Professional Development Plan. Information relating to a unit member's strengths and weaknesses will be discussed openly and frankly with the unit member being evaluated.

9.2.6 In assessing a unit member's performance, the authorized administrative evaluator shall consider only the unit member's roles and responsibilities as identified in the Unit Member Evaluation Report and other mutually determined criteria. 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 consistent with the 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.

9.2.7 The authorized evaluator shall have the opportunity for classroom, online, or other appropriate visitations. At the request of the unit member, another authorized evaluator may be selected for a visitation. A visitation made in conjunction with an evaluation visitation will be arranged by the authorized evaluator at least one (1) 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.

9.2.8 By mutual agreement, the unit member and authorized evaluator(s) may each select another person to make additional evaluation visitations and share the observations with both the unit member and the authorized evaluator(s).

9.2.9 Authorized evaluators and unit members should practice good faith in the peer review process and administrative evaluation.

### 9.3 Peer Review

9.3.1 Committee Selection: The unit member to be evaluated shall select a peer review committee consisting of a minimum of two (2) full-time regular unit members, one (1) 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 agreement does not occur, the unit member shall select another committee consisting of a minimum of two (2) full-time regular unit members, one (1) of which must be in the same Faculty Service Area. In the event that this committee is not mutually agreed upon, the committee shall be formed by the unit member selecting one (1) committee member and the District selecting one (1) committee member. The unit member shall forward the names of the committee members to Human Resources by the end of the fourth week of the semester.

9.3.2 When conducting peer review, the committee members shall consider criteria or data which include when relevant (1) classroom instruction, (2) regular and effective student contact, (3) counseling or the delivery of non-instructional services, (4) online instruction, (5) student surveys, and (6) use of student learning outcome assessments to improve teaching and learning or services area outcomes. The committee members may also choose to review the unit member based upon additional criteria. The additional criteria shall be mutually agreed upon by the committee members and the unit member being evaluated.

9.3.3 Process: The unit member and the committee members shall have an initial meeting by the end of the sixth week of the semester to determine the evaluation criteria and set a timeline for the peer review. The review shall take place by the end of the tenth week of the semester. Within ten (10) working days of the review, the committee shall have an evaluation conference with the unit member to discuss the evaluation. The unit member shall forward the completed peer review form to Human Resources by

the end of the twelfth week of the semester.

9.3.4 Full time regular unit members who are on leave for more than half of the Fall semester shall be reviewed during the Spring semester or the following school year. Full Time Contract Unit members who are on leave for more than half of the Fall semester shall be evaluated during the Spring semester.

9.3.5 Outcome: Full-Time Regular Unit Members

9.3.5.1 If the committee finds the unit member has completed the peer review in a satisfactory manner, the peer review process shall be deemed complete.

9.3.5.2 If the committee finds the unit member has completed the peer review in an unsatisfactory manner, the committee shall provide a written report to the District outlining the reasons why the unit member's performance was unsatisfactory. The unit member shall be subject to administrative evaluation during the following school year.

9.3.5.3 If the committee finds the unit member has completed the peer review in a satisfactory manner and is in need of a Professional Development Plan, the committee shall provide a Professional Development Plan to the District. The unit member shall be subject to administrative evaluation during the following school year.

9.3.6 Outcome: Full-Time Contract and Full-Time Categorical Unit Members

9.3.6.1 If the committee finds the unit member has completed the peer review in a satisfactory manner, the peer review process shall be deemed complete.

9.3.6.2 If the committee finds the unit member has completed the peer review in an unsatisfactory manner, the committee shall provide a written report to the District outlining the reasons why the unit member's performance was not satisfactory.

9.3.6.3 If the committee finds the unit member has completed the peer review in a satisfactory manner and is in need of a Professional Development Plan, the committee shall provide a Professional Development Plan to the District. Before the end of the first week of the Spring semester, the committee and the administrative evaluator shall meet to discuss the progress of the unit member in completing the suggestions contained in the Professional Development Plan.

9.4 Administrative Evaluation

9.4.1 The authorized evaluator shall be responsible for the evaluation process and the evaluation summary meeting report of unit members. The division dean or the immediate administrator shall be the authorized evaluator. Unit members with assignment in more than one (1) department shall be formally evaluated in the 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. Upon mutual agreement by the District and the unit member, unit members with an assignment in more than one (1) department may be evaluated by the authorized evaluator(s) of both department(s) in which said unit member has an assignment. The observations from the evaluation visitations may be integrated into the Unit Member Evaluation Report and all authorized evaluators shall participate in the evaluation summary meeting and shall sign the Unit Member Evaluation Report.

9.4.2 Evaluation Criteria: When conducting the administrative evaluation, the authorized evaluator(s) shall consider criteria which may include (1) teaching performance, (2) student meetings with the unit member, (3) online/classroom instruction materials, (4) student surveys, (5) teaching portfolios, or (6) statements of teaching philosophy. The criteria should be mutually agreed upon by the authorized evaluator(s) and the unit member being evaluated. In the event that mutual agreement cannot be met, the authorized evaluator shall determine the evaluation criteria.

9.4.3 Process: The District shall notify the unit member of the identity of his/her authorized evaluator by the end of the third week of the year during which the unit member will be evaluated. The authorized evaluator shall hold an initial meeting with the unit member to be evaluated prior to the end of the fourth week of the school year. Evaluation visitations shall be completed by the twelfth week of the semester. The evaluation conferences shall be held within ten (10) working days after an evaluation visitation. The evaluation summary meeting shall be held by the end of the fifteenth week of the semester. Additional evaluation visitations, evaluation conferences and an evaluation summary meeting may occur in the Spring semester as permitted in Article 9.5.1.

9.4.4 Full Time Contract Unit members who are on leave for more than half of the Fall semester shall be evaluated during the Spring semester.

9.4.5 Outcome: Upon completion of administrative evaluation for full-time regular unit members, the authorized evaluator shall indicate whether administrative evaluation is required for the following school year

## 9.5 Evaluation of Unit Members

### 9.5.1 Evaluation

9.5.1.1 Full-time first and second-contract unit members shall have administrative evaluation which shall include two (2) visitations during the Fall semester and one visitation during the Spring semester, and shall participate in peer review during the Fall semester. Unit members who are on leave during the Fall semester and those who begin employment in the Spring semester shall have administrative evaluation with one (1) visitation in the Spring semester and shall have peer review during the Spring semester.

9.5.1.2 Full-time third-contract (third and fourth year of employment) unit members shall have administrative evaluation which shall include one (1) visitation during the Fall semester and shall participate in peer review during the Fall

semester. Unit members who are on leave during the Fall semester shall have administrative evaluation with one (1) visitation in the Spring semester and shall have peer review during the Spring semester.

- 9.5.1.3 Full-time regular unit members shall participate in peer review no less than once every three (3) years. Unit member who do not submit the completed evaluation form by the last day of the fall semester will have an administrative evaluation.
- 9.5.1.4 Administrative evaluation of Full-Time Regular Unit Members can occur when required for accreditation of a program by an outside agency. Such evaluation can only occur if there is an agreement in writing by both the District and the Association. All agreements shall expire at the end of the school year in which they are made.
- 9.5.1.5 Full-time categorical non-tenure track unit members in their first and second years of employment shall be evaluated as specified in Article 9.5.1.1. Full-time categorical non-tenure track unit members continuing employment beyond two (2) years shall be evaluated every year thereafter as specified in Article 9.5.1.2.
- 9.5.1.6 Part-time unit members shall have administrative evaluation with one administrative evaluation visitation in the first semester of employment. Thereafter, part-time unit members shall be evaluated every three (3) semesters or at the discretion of the respective administrator. Student instructional and non-instructional surveys shall be administered by an administrator or designee each semester for all part-time unit members.

## 9.5.2 Appeal Process

- 9.5.2.1 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.
- 9.5.2.2 Further appeal by the unit member or evaluator may be made to the Superintendent / President of the College whose decision shall be final.
- 9.5.2.3 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.
- 9.5.2.4 Unit members may pursue alleged violations of the evaluation procedure as specified in this Article through the grievance Article contained in this Agreement.

## 9.6 Student Instructional Survey

Student input is incorporated in the administrative evaluations as follows:

- 9.6.1 The authorized administrator shall process the student instructional survey and promptly return the reports and analyses to the unit members, when appropriate.
- 9.6.2 Student input shall be gathered using the format in this agreement.
- 9.6.3 The analyses of the student instructional survey shall be provided by the authorized administrator for inclusion in the evaluation of full-time contract unit members whose primary assignment is classroom teaching and part-time unit members whose primary assignment is classroom teaching with less than five (5) semesters teaching in the District.
- 9.6.4 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 survey shall be provided to the unit members only.

9.7 Employment Status

A recommendation regarding the employment status of a unit member shall be made. When appropriate, the District's authorized evaluator will consult the peer review committee prior to making a final recommendation. The District's recommendation regarding the employment status of full-time contract unit members, categorical non-tenure track unit members, and part time unit members shall prevail.

## ARTICLE 10: PERSONNEL FILES

- 10.1 One (1) 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).
- 10.2 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. Derogatory material shall be placed in a unit member's personnel file within three (3) calendar months of the incident giving rise to said material, or within three (3) calendar months of District receipt of said material from an outside source under the applicable statutes of limitations. 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 (4) years from the date of filing.
- 10.3 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.
- 10.4 The 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 Unit members shall be informed of all written claims of sexual harassment against them within five (5) work days of receipt of said claims.

## ARTICLE 11: REASSIGNMENT & TRANSFER PROCEDURE

### 11.1 Reassignment

This section 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.

#### 11.1.2 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. In no event shall the reassignment be outside the unit member's faculty service area(s), certification, or area(s) of minimum qualification.

#### 11.1.3 Reasons for Reassignment

The District may reassign a unit member who was hired through AP 7217 as the result of establishment and modification of the organizational structure of the College, to meet decreasing or low enrollment, and/or particular subject area, to comply with requirements of the District's Equal Employment Opportunity policy, to accommodate space limitations, or to provide for the staffing of new or changing curricula or student services.

#### 11.1.4 Criteria for Reassignment

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

11.1.4.1.1 The educational needs of the District; and

11.1.4.1.2 The abilities, skills, and knowledge of the affected unit member as such relate to the proposed reassignment

11.1.4.2 In the event more than one (1) 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.

11.1.4.3 The District will attempt to give approximately a one (1) semester advance notice to a unit member being reassigned at the District's option because of programmatic changes. However, if a District-initiated reassignment is the result of other causes, the unit member 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.

11.1.4.4 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.

#### 11.1.5 District Wide Seniority

District wide seniority, for the purpose of this article, shall be the date of first paid service in an academic position pursuant to Education Code.

#### 11.1.6 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 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).

#### 11.1.7 Evaluation Resulting from Reassignment

In the case of a reassignment, the District may evaluate the unit member during the first year of the effective reassignment if such reassignment affects a majority of the unit member's assignment.

### 11.2 Transfer

#### 11.2.1 Definition

A transfer is defined as a change in the assignment of a full-time unit member resulting in an assignment of subject areas which are within the unit member's major or minor field, or in which the unit member has previous teaching experience. In no event shall the transfer be outside the unit member's faculty service area(s), certification, or minimum qualifications.

#### 11.2.2 Unit Member Initiated Transfer

Any full-time unit member who was hired through AP 7217 may request a transfer by submitting such request to the Human Resources Office in writing and, if requested by the unit member, the request for transfer shall remain confidential to the Human Resources 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 administrators, Academic or Student Service(s) Vice President, and the Association President. A notice of the decision on the request will be made by Human Resources within sixty (60) days. Request for transfer shall remain effective for one (1) calendar year and shall be considered by the District prior to the official announcement of vacancy.

#### 11.2.3 Criteria for Transfer

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

11.2.3.1.1 The educational needs of the District; and

11.2.3.1.2 The abilities, skills, and knowledge of the unit member as such relate to the proposed transfer

11.2.3.2 In the event more than one (1) unit member requests a transfer for the same position and the above criteria are equally met, then the unit member with the greatest districtwide seniority shall be transferred.

11.2.3.3 If the transfer 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.

#### 11.2.4 District Initiated Transfer

The District may transfer a unit member within his/her certification, faculty service area(s), or minimum qualification area(s) as a result of establishment and modification of the organizational structure of the College, to meet increasing enrollment and/or particular subject area, to comply with requirements of the District's Equal Employment Opportunity policy, to accommodate space limitations, or to provide for the staffing of new or changing curricula or student services.

#### 11.2.5 District Wide Seniority

District wide seniority, for the purpose of this Article, shall be the date of first paid service in an academic position pursuant to Education Code.

#### 11.2.6 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 transfer. 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 transfer to said area(s) or the District may initiate a transfer to said area(s).

##### 11.2.6.1 Specialized Training Program

In instances of involuntary transfer into an assignment area which the bargaining unit member has not taught during the past (10) years, with at least thirty (30) calendar days of advance notice, the retraining provisions of this Article shall apply. If the advance notice into an assignment area which the bargaining unit member has not taught during the past ten (10) years does not provide thirty (30) calendar days of advance notice, the District and the unit member shall attempt to agree on more specialized retraining than the provisions contained in this Article; such specialized provisions

may include up to one (1) semester of retraining, depending on the individual circumstances involved.

11.2.7 Evaluation Resulting from Transfer

In the case of a unit member transfer, the District may evaluate the unit member during the first year of the effective transfer in accordance with this Agreement.

## ARTICLE 12: TRAVEL

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.

### **ARTICLE 13: NON-DISCRIMINATION**

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, religion, sex, gender, gender identity, gender expression, sexual orientation, military and veteran status (Government Code §12940 et seq).

## ARTICLE 14: SAFETY CONDITIONS OF EMPLOYMENT

- 14.1 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.
- 14.2 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.
- 14.3 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 (1) work day of knowledge of the incident giving rise to the injury or within one (1) work day of knowledge that the incident resulted in injury.
- 14.4 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 the Executive Vice-President, Academic Services during the day or Evening College 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 15: RIGHTS OF THE ASSOCIATION

### 15.1 Representation

- 15.1.1 The Association shall have the right to represent unit members in their employment relations with the District.
- 15.1.2 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.
- 15.1.3 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.
- 15.1.4 The Association shall be allowed to rent office space from the District at terms and conditions that are mutually acceptable to the parties.
- 15.1.5 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, and Adopted Budgets as soon as available for distribution. The District will provide two (2) copies of the agenda for meetings of the Board of Trustees plus all supportive non-confidential information.
- 15.1.6 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.
- 15.1.7 Upon request by a unit member, the District shall provide one (1) copy of this Agreement in printed form.

### 15.2 Membership

- 15.2.1 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.
- 15.2.2 With respect to all sums deducted by the District pursuant to Section 15.2.1 for membership dues, 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.

15.2.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

15.2.4 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, fees, 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.

### 15.3 Communications

15.3.1 The Association may use bulletin boards designated for their use by the District Superintendent/President or his/her designee. Prior to posting, a copy of the communication shall be furnished to the Superintendent/President 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. 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/President or his/her designated representative.

### 15.4 Payroll Deductions

15.4.1 Upon written authorization from a unit member who is a regular or contract employee on a greater than 67% 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.

15.4.2 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.

## 15.5 Reassigned Time

- 15.5.1 Upon timely written notification from the Association, the District shall provide paid reassigned time for the Association President. Said reassigned 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 reassigned time.
- 15.5.2 The District shall provide ninety-five percent (95%) reassigned time, which may be allocated at the discretion of the Association, with the expectation that forty percent (40%) will be allocated for the facilitation of the peer review process and twenty percent (20%) will be allocated for a Grievance Chair. The Association President shall notify Human Resources how the reassigned time will be allocated at least one month prior to the beginning of each semester.

## 15.6 Post-Employment Benefits Funding

- 15.6.1 The District has established accounts to fund post-employment benefit obligation, to be calculated in a manner specified by Government Accounting Standards Board statement 43 and 45. The District shall provide account statements to RHCFA on a quarterly basis which show account balances, deposits, and withdraws. A unit member appointed by the RHCFA shall serve as a member of the Board of Authority of the Futuris Public Entity Trust established by the District on May 16<sup>th</sup>, 2007 for post-employment benefits.

## 15.7 Other Rights

- 15.7.1 Administrators shall not be assigned unit responsibilities (e.g., classes or counseling) except under the following conditions: (1) The District has made a good-faith effort to keep a pool of qualified part-time faculty in the area; (2) The District has offered the position to all qualified full-time and part-time unit members; and (3) The District has consulted with the Association. Any administrative assignment shall be limited to one term, unless the above conditions are again met.
- 15.7.2 The District shall give contact information for the Association to newly-hired unit members at the time of hiring. The District shall provide the Association with non-confidential contact information within ten (10) days of hiring. The District shall notify the Association of scheduled orientation sessions and allow the Association access to address newly-hired unit members.

## ARTICLE 16: GRIEVANCE PROCEDURES

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

### 16.1 Definitions

- 16.1.1 A "grievance" is a formal, written allegation by a unit member, or by the Association on behalf of a unit member, that he/she has been adversely affected by a violation of a specific provision of this Agreement.
- 16.1.2 A "work day" is a day of the unit member's contractual service to the District.
- 16.1.3 The "immediate supervisor" is the first-level manager having line authority over the grievant and who has the authority to adjust the grievance.
- 16.1.4 A "grievant" is a unit member or the Association filing a grievance.
- 16.1.5 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.
- 16.1.6 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.

### 16.2 General Provisions

- 16.2.1 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.
- 16.2.2 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 (1) 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 (1) or more unit members.
- 16.2.3 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.
- 16.2.4 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.

- 16.2.5 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.
- 16.2.6 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.
- 16.2.7 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.
- 16.2.8 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.
- 16.2.9 Forms necessary for the grievance procedure shall be prepared by the District and shall be given appropriate distribution to facilitate the grievance procedure.
- 16.2.10 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.
- 16.2.11 The grievant shall be present at each step of the grievance procedure except as may be limited elsewhere in this article.
- 16.2.12 Representation on behalf of either party may begin at Step I of the grievance procedure at the option of either party.
- 16.2.13 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.
- 16.2.14 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.
- 16.2.15 The grievance shall be terminated if the grievant fails to comply with the time limits.
- 16.2.16 The grievant may appeal the grievance to the next step in the grievance procedure if the District fails to comply with the time limits.
- 16.2.17 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.

16.2.18 No party in interest shall take reprisals against any other party in interest by reason of such participation.

### 16.3 Procedures

#### 16.3.1 Step I

Within twenty (20) work days of the event or within twenty (20) 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 II. Only the grievant and the supervisor may be present at Step I, except that, by mutual agreement, the parties may each have a representative.

#### 16.3.2 Step II

Within thirty (30) work days of the event or within thirty (30) 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.

#### 16.3.3 Step III

In the event the grievant is not satisfied with the decision at Step II, 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.

#### 16.3.4 Step IV

Once the grievance moves beyond Step III, it belongs to the Association not the grievant. If the grievance is not settled at Step III, either the Association or the District

may request mediation within ten (10) days by notifying the other and contacting the Public Employment Relations Board (PERB). Should the District and the Association jointly agree to choose a mediator other than the one supplied by PERB, the costs of mediation will be shared equally. The mediator will have no authority to impose a settlement on the parties but may advise the parties in confidence of his or her recommendations to resolve the dispute.

### 16.3.5 Step V

#### 16.3.5.1 Arbitration

A grievance which is not settled at Step IV, which the Association desires to contest further, will be submitted to advisory arbitration as provided herein, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within ten (10) work days after the termination of Step III. It is expressly understood that the only matters which are subject to advisory arbitration are grievances as defined above which were processed and handled within the limitations and procedures of this article. Processing and discussing the merits of an alleged grievance by the District prior to Step III will not constitute a waiver by the District of a defense that the dispute is not grievable. However, District failure to raise the issue of whether a dispute is grievable at Step I will constitute a waiver of that issue at subsequent levels of this procedure.

#### 16.3.5.2 Selection of Arbitrator

16.3.5.2.1 As soon as possible, in any event not later than five (5) work days after the District receives the written notice of the Association's desire to arbitrate, the parties will agree upon an arbitrator. If no agreement is reached within five (5) days, an arbitrator will be selected from a list of arbitrators provided by the California State Conciliation and Mediation Services, by alternately striking names until one (1) remains.

16.3.5.2.2 The party which strikes the first name will be determined by lot. If the arbitrator selected indicates that he will not be available for a hearing within a reasonable time not exceeding forty-five (45) calendar days, the parties will proceed to select another arbitrator from the list.

#### 16.3.5.3 Motions to Dismiss

If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed in violation of the time limits provided for herein, or that the dispute has become moot, or that a party has breached the confidentiality provisions, such a claim will, at the option of the District, be heard in a one (1) day session and promptly ruled upon by the arbitrator prior to any formal proceedings and a hearing on the merits of the grievance by a separate arbitrator. A suitable stay/continuance between such an arbitrability ruling and any further

proceedings which may be necessary will be granted to the parties. The District may also, at its option, and without prejudice, have such a claim heard along with the merits of the case by the same arbitrator.

#### 16.3.5.4 Limitations Upon Arbitrator

The arbitrator will have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement but will determine only whether or not there has been a violation, misapplication, or misinterpretation of this Agreement in the respect alleged in the grievance. In determining whether the District has violated an express term of this Agreement, the standard of review for the arbitrator is to be whether the District acted in an arbitrary, capricious, or discriminatory manner. The decision of the arbitrator will be based solely upon the evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs.

16.3.5.4.1 This Agreement constitutes a contract between the parties which will be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator will, therefore, not have authority, nor will it be within the arbitrator's function, to decide any issue not submitted or to so interpret or apply the Agreement as to change that which can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be considered relevant evidence. The arbitrator will not render any decision or award, or fail to render any decision or award, merely because it is the arbitrator's opinion that such decision or award is fair or equitable.

16.3.5.4.2 No decision rendered by the arbitrator will be retroactive beyond the beginning of the fiscal year prior to the ten-day period specified in Step I of the grievance procedure. The arbitrator will have no power to render an award on any grievance occurring before or after the term of this Agreement.

16.3.5.4.3 The arbitrator may hear and determine only one (1) grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

## 16.3.6 Step VI

### 16.3.6.1 Arbitrator's Decision and Board Review

The decision of the arbitrator within the limits herein prescribed will be in the form of a recommendation to the Board of Trustees. If neither party files a request to the Board to undertake review of the advisory decision within ten (10) work days of its issuance, or if the Board declines such a request, then the decision will be deemed adopted by the Board and becomes final and binding on all parties. If a timely request for review is filed with the Board and accepted, the Board will then undertake review of the entire hearing record and briefs. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. Within thirty (30) work days after receiving the record, the Board will render a decision on the matter, which decision will be final and binding on all parties. If the Board does not render such a decision within the time specified, then it will be deemed to have adopted the decision recommended by the arbitrator.

In a case where the arbitrator's award sustains the grievant, but the Board subsequently fails to accept such recommendation and instead modifies or reverses the arbitrator's decision, and the grievant later files a judicial action against the District for breach of the Agreement, the District will not assert as a defense that the grievant's utilization of the grievance and arbitration procedure was the only proper remedy for resolution of the grievance. In all other cases, the grievance and arbitration procedure is to be the Association's and an employee's sole and final remedy for any claimed breach of this Agreement.

### 16.3.6.2 Expenses

All fees and expenses of the arbitrator will be shared equally by the parties and each party will bear the expenses of the presentation of its own case.

### 16.3.6.3 Time Limits

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur beyond Step I as a result of the summer recess.

### 16.3.6.4 Association Representation

The grievant will be entitled upon written notice to the Association and a copy to the District to waive representation by the Association at all grievance meetings. In said situations the District will not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its view on the matter.

16.3.6.5 Reasonable Released Time

Grievance meetings normally will be scheduled by the District in order not to conflict with instructional duties. However, if a meeting is expected to be of such duration that it would extend beyond the District's normal business hours, the District will provide released time with no loss of pay as provided in Section 16.2.19 to one (1) authorized representative of the Association so that the session can be accommodated within regular business hours.

16.3.6.6 Confidentiality

In order to encourage a professional and harmonious disposition of employees' complaints, it is agreed that from the time a grievance is filed until it is processed through advisory arbitration, neither the grievant nor the Association nor the District will make public either the grievance or evidence regarding the grievance.

16.3.6.7 No Reprisal

There will be no reprisal against an employee for filing a grievance or assisting a grievant in the grievance procedure.

## **ARTICLE 17: NEGOTIATION PROCEDURES**

- 17.1 The Association agrees to submit its initial proposal for a successor agreement to the District no sooner than eight (8) months before this Agreement expires.
- 17.2 Within two (2) 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.
- 17.3 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 18: SAVINGS PROVISION**

- 18.1 The provisions of this Agreement are declared to be severable 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.
- 18.2 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.
- 18.3 If any provision of this Agreement is in conflict with a newly enacted state or federal statute, the parties shall meet within thirty (30) days of a written request of either party to the other.

## **ARTICLE 19: EFFECT OF AGREEMENT**

- 19.1 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.
- 19.2 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.
- 19.3 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 20: 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.

- 20.1 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.
- 20.2 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.
- 20.3 The District and Association agree that alleged violations of the procedure and requirements described above, shall be reviewable only under existing administrative hearing or legal procedures in lieu of the provisions of Article 16.
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 The retraining program described in Article 11 shall be applicable to laid-off unit members.
- 20.8 Except as provided for in 20.5 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.
- 20.9 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 21: FACULTY SERVICE AREAS**

- 21.1 In order to implement Section 87743 of the California Education Code, it is the intent of the Association and the District to preserve past practice as if credentials were in full effect with respect to "bumping" rights when a reduction-in-force or layoff is being effected. This is to be accomplished by broadly defining faculty service areas and not establishing restrictive competency criteria.
- 21.2 In accordance with Section 87743.2 of the Education Code, the faculty service areas are attached as Appendix H.
- 21.3 A faculty member shall be competent to serve in a faculty service area if:
- 21.3.1 He or she meets the minimum qualifications pursuant to Section 87356 of the Education Code to teach the subject and/or a discipline within a service area; or
  - 21.3.2 He or she holds a valid California teaching credential authorizing service in a subject and/or a discipline within the service area and employed by the District in an academic capacity prior to July 1, 1990.
- 21.4 A unit member shall be given written notice of any change in the District records regarding his/her authorized faculty service areas.

## 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 the minimum contribution pursuant to Government Code section 22892 (b) (1) will be the equivalent of the supplemental health benefit program as 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) 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. For those current employees who were vested or partially vested in 2005 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/she 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.

- 22.2.3 The supplemental coverage will be limited to the qualifying employee and one (1) dependent that must be in dependent status at the time of the retirement (spouse or domestic partner). Dependents may not be changed after the date of retirement. It is recognized that CalPERS regulations allow dependent change after retirement and this agreement is not intended to impact the minimum contribution requirements of Government Code section 22892 (b) (1). If the retiree elects to change dependents as set out above, the retiree will be limited only to single-party coverage.
- 22.2.4 The supplemental coverage for employees retiring prior to Medicare eligibility will be limited to the dollar amount then current to be applied toward CalPERS Choice (or the equivalent coverage outside of PERS) if the employee elects to insure a dependent; or CalPERS CARE (or the equivalent coverage) if the employee alone is insured.
- 22.2.5 The supplemental coverage for employees retiring on or after the age of Medicare eligibility will be limited to the dollar amount then current to be applied toward a Medicare supplement that brings overall coverage to the CalPERS Care Benefit levels (not necessarily CalPERS Care).
- 22.2.6 To be eligible for the supplemental retiree health benefits plan, an employee must apply to Medicare at retirement when eligible and be in compliance with CalPERS regulations.
- 22.2.7 Employees who are eligible for supplemental retiree health benefits at the time of retirement will be provided the option of electing supplemental health benefits or a lump sum buyout at \$20,000 at time of retirement.
- 22.2.7.1 Those who qualify for the supplemental benefit plan may insure one (1) dependent that must be in dependent status at the time of the retirement (spouse or domestic partner). Dependents may not be changed after the date of retirement. It is recognized that CalPERS regulations allow dependent change after retirement and this agreement is not intended to impact the minimum contribution requirements of Government Code section 22892 (b) (1). If the retiree elects to change dependents as set out above, the retiree will be limited only to single-party coverage.

Those who qualify for the supplemental benefit plan and who retire before they reach the required Medicare age will remain on the District plan at the same rate paid for active employees for that plan. Retirees, upon attaining the Medicare age, shall be enrolled in a supplementary Medicare Plan and shall submit a copy of their Notice of Medicare Entitlement letter or a photo copy of their Federal Medicare card to CalPERS.

## ARTICLE 23: INTELLECTUAL PROPERTY

### 23.1 Purpose

The District and the RHCFA have a mutual interest in establishing an environment that encourages creativity and innovation of faculty members in developing instructional materials and excellence in their field of specialty. To pursue that goal, this Article will identify the owners of the copyrights to certain works that may be created by faculty members, and to identify the uses that may be made of those works by faculty members and the District.

### 23.2 Definitions

23.2.1 "Works" means any material that is eligible for copyright protection including (but not limited to) instructional materials in all media forms (e.g., syllabi, lectures, student exercises, computer software, web-based activities, textbooks, study materials, course management tools and tests) books, articles, dramatic and musical compositions, poetry, narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography.

23.2.2 "License" means permission to use a work. A "non-exclusive license" is one (1) that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.

### 23.3 Ownership of Copyrights

#### 23.3.1 Ownership by Faculty Members

The Collective Bargaining Agreement ("The CBA") between the Faculty and the District obligates the Faculty Member to teach their assigned courses, and perform other duties, according to the terms set forth in the CBA. The District, however, acknowledges that the terms of the CBA are not intended and shall not be construed to grant any ownership rights to any materials produced by the Faculty in furtherance of these duties; and that the District does not have an interest under The CBA in any copyrights to work created by the Faculty Members in support of or related to their performance of instructional or other duties, including both classroom and distance education.

All copyrights to works created by faculty members shall be owned by the Faculty Member or Members who created the works, even if those works are created in connection with courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment, unless the work is created under the exceptional circumstances set forth in Section 23.3.2.

## 23.3.2 Ownership by the District

23.3.2.1 The District will own the copyright to any work or other materials that is created for the purpose of being a part of (i) the documentation of curriculum of the District, such as a course outline or description; (ii) an information publication or promotional materials of the college, such as catalogs, class schedules, or advertisements; or (iii) an administrative policy of the District.

23.3.2.2 The Faculty and the District foresee a potential mutual interest for the District to provide additional support in the form of extraordinary financial, staff, technical or other resources, or release time, in order to sponsor work to be created by a Faculty Member in addition to his or her obligations under the CBA. In such a case, the District and the faculty member enter into an express written agreement regarding the ownership of the copyright of the work. In order that the District acquire any ownership rights to the copyright in said work, the agreement must

23.3.2.2.1 Be made prior to substantial completion of the work;

23.3.2.2.2 Set forth a description of the work to be created and a specific time period in which the work that gives rise to the copyright is to be created;

23.3.2.2.3 Set forth the proportional ownership of the copyright, the terms of use of the work;

23.3.2.2.4 Include an express waiver by the faculty member of the rights in the copyright to which the member would otherwise be entitled under this article.

This paragraph shall not be construed to grant the District any copyright in any work absent such an express written agreement. The faculty member shall own the rights to any copyright for work related to, but not included in the description in said agreement or primarily created outside the period of time set forth in the agreement.

## 23.4 Permitted Uses

### 23.4.1 Use of Work When Copyright Is Owned by Faculty Member

#### 23.4.1.1 Uses by Faculty

The District acknowledges that faculty members may use works whose copyrights they own in any way not in violation of any currently existing District Policy, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to faculty members, without any further authorization from the District. The District may not

be required to pay royalties or other fees to any faculty member for the use of works, to which the faculty member owns the copyright, in the performance of that faculty member's obligations under The CBA.

#### 23.4.1.2 Uses by District

The District may use works whose registered copyrights are owned by a faculty member, with the oral or written consent of that same faculty member, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (to students in classes); (3) to perform or display such works (for example, in classroom teaching, by web casting, or by broadcasting). There shall be no restriction on use from unregistered copyrights.

The District may not, however authorize others to use works for which a faculty member owns the copyright, unless the District first obtains the written consent of the faculty member who owns the work's copyright.

### 23.4.2 Use of Work When Copyright Is Owned by District

#### 23.4.2.1 Uses by District

Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in 23.4.2.2) without any further authorization from the faculty members who created those works.

#### 23.4.2.2 Uses by Faculty

Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District with the oral or written consent of the District, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform or display such works (for example, in classroom teaching, by web casting, or by broadcasting); and (4) to create derivative works (for example, companion materials or updated versions). There shall be no restriction on use from unregistered copyrights.

Faculty members may do these things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.

## 23.5 Responsibilities

### 23.5.1 Registration of Copyright

It shall be the responsibility of the party who owns the copyright, in full or in part, to work to register that copyright with the United States Copyright Office.

### 23.5.2 Acquiring and Paying for Necessary Rights from Third Parties

If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the faculty member or the District) who owns the copyright to that work or according to the proportionate shares in ownership, unless the agreement granting part or all of the copyright states other obligations.

## 23.6 Dispute Resolution

Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures, Article 16.

## **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 an instructor teaches an online class, 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 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 80% of a load may be taught during the Summer term whether online or on campus except as approved by the District.
- 24.4 When the District determines it appropriate, additional online classes may be assigned to unit members.
- 24.5 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 insufficient funds and/or support available, the class will not be offered, and the faculty member shall be assigned to another class 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.
- 24.6 Beginning in the Spring 2016 term, unit members must be certified to teach online. Such certification will only be required once (unless the Rio Hondo College Distance Education Committee indicates recertification is necessary based upon changes in platform and practice). The certification will be developed by the Rio Hondo College Distance Education Committee and mutually agreed to and approved by the Academic Senate and the District.
- 24.7 Regular and Effective Contact
- 24.7.1 Faculty teaching online will submit the Regular and Effective Contact Form once per year per class prior to teaching an online class.
- 24.7.2 Each division will designate faculty trained in reviewing online courses for the purpose of peer review. Such training will be done by the Online Education Committee.

## **ARTICLE 25: TERM**

This Agreement shall remain in full force and effect from July 1, 2019 up to midnight June 30, 2022.

## **ARTICLE 26: SENIORITY RIGHTS FOR PART-TIME FACULTY**

### **26.1 General Provisions**

- 26.1.1 The language of this article is not intended to revise the assignment rights of full-time unit members.
- 26.1.2 Semesters referenced in this article include only fall and spring, not intersession or summer.
- 26.1.3 State and Federal Leaves (such as FMLA) will not count towards semesters in this article, so will not affect seniority.

### **26.2 Establishing Seniority**

- 26.2.1 Seniority is established once a part-time unit member completes an assignment in four (4) out of six (6) semesters in a three-year period, commencing with the Fall 2018 term, so long as two satisfactory evaluations have been completed.
  - 26.2.1.1 A teaching assignment on load constitutes an assignment for the purposes of this article.
  - 26.2.1.2 A non-teaching assignment (such as in counseling, the library, the Learning Assistance Centers, or others) of at least 144 hours for a semester constitutes an assignment for the purposes of this article.
  - 26.2.1.3 Hourly teaching assignment do not constitute an assignment for the purposes of this Article.
  - 26.2.1.4 If the part-time unit member has not been evaluated twice, then the unit member shall be placed on the seniority list and will be evaluated at the next opportunity.

### **26.3 Order of Employment List**

- 26.3.1 An administrator in each department will maintain an Order of Employment List which shall be updated each term with newly-added part-time unit members and their start dates. The lists shall be made available to unit members making such a request. The District may correct any errors discovered in an Order of Employment List.
- 26.3.2 Part time unit members will be placed on a department's Order of Employment List once seniority is earned, entitling them to at least one instructional or non-instructional assignment per term, except as provided for in this article.
- 26.3.3 Assignments will be offered based upon the Order of Employment List with those higher on the list being offered assignments prior to those lower on the list.

- 26.3.3.1 When the number of assignments is less than the number of unit members on the Order of Employment List, assignments will be at the District's discretion. Criteria to be considered will include expertise, program needs, and experience.
- 26.3.3.2 When the number of assignments exceeds the number of unit members on the Order of Employment List, additional assignments can be made at the administrator's discretion. For example, if there are five assignments and three unit members with seniority, each unit member must receive one assignment, while the other two assignments can go to a single unit member with seniority, two unit members with seniority, a unit member without seniority, or any combination of those options.

#### 26.4 Removal from an Order of Employment List

- 26.4.1 The cancellation of a class will not count towards gaining seniority nor towards removal from an Order of Employment List.
- 26.4.2 A part-time unit member will be removed from an Order of Employment List after receiving two consecutive unsatisfactory evaluations. Upon an initial unsatisfactory evaluation, the part-time unit member shall be provided a written plan of remediation with suggestions for improvement. A subsequent evaluation shall be performed the following semester and the part-time unit member shall be removed from an Order of Employment List if the outcome remains unsatisfactory.
- 26.4.3 A part-time unit member who refuses an assignment for two consecutive semesters will be removed from an Order of Employment List.
- 26.4.4 A part-time unit member who is not given an assignment for three consecutive semesters will be removed from an Order of Employment List.
- 26.4.5 A part-time unit member who fails to perform normal and reasonable duties of an assignment or is otherwise guilty of misconduct as defined by California Education Code 87732 will be removed from an Order of Employment List.

#### 26.5 Disputes

- 26.5.1 Disputes arising from this article shall first be addressed by a meeting between the Association and the District. Thereafter, other remedies shall be available to either party.

**RIO HONDO COMMUNITY COLLEGE DISTRICT  
SALARY SCHEDULE 2019-20**

**SCHEDULE A  
Effective: July 1, 2019**

	I	II	III	IV	V
	B.A. + 30	M.A.	B.A. + 60 inc. M.A	B.A.+ 80 inc. M.A.	Earned Doctorate
1	\$58,309	\$61,766	\$65,202	\$68,658	\$72,104
2	\$61,430	\$64,888	\$68,346	\$71,799	\$75,244
3	\$64,570	\$68,028	\$71,461	\$74,921	\$78,368
4	\$67,711	\$71,166	\$74,607	\$78,059	\$81,507
5	\$70,851	\$74,293	\$77,743	\$81,202	\$84,648
6	\$73,975	\$77,429	\$80,866	\$84,338	\$87,788
7	\$77,113	\$80,570	\$84,025	\$87,481	\$90,926
8	\$80,255	\$83,709	\$87,147	\$90,603	\$94,049
9	\$83,394	\$86,849	\$90,286	\$93,742	\$97,190
10	\$86,533	\$89,991	\$93,427	\$96,884	\$100,331
11	\$89,674	\$93,111	\$96,548	\$100,009	\$103,454
12	\$89,674	\$96,253	\$99,691	\$103,144	\$106,590
13	\$89,674	\$96,253	\$102,831	\$106,288	\$109,736
14	\$89,674	\$96,253	\$102,831	\$109,425	\$112,872
15	\$89,674	\$96,253	\$102,831	\$109,425	\$112,872
16	\$89,674	\$99,394	\$102,831	\$109,425	\$112,872
17	\$89,674	\$99,394	\$105,973	\$109,425	\$112,872
18	\$89,674	\$99,394	\$105,973	\$112,568	\$116,015
*19	\$92,815	\$102,538	\$109,114	\$115,711	\$119,156
**20	\$95,959	\$105,679	\$112,258	\$118,852	\$122,300

Unit members with an earned Doctorate shall be placed on Column V

On Column II, Step 16 shall be granted after completion of 15 years of service credited by the District

On Column III, Step 17 shall be granted after completion of 16 years of service credited by the District

On Column IV & V Step 18 shall be granted after completion of 17 years of service credited by the District

\*On all columns, Step 19 shall be granted after completion of 20 years of service with the District

\*\*On all columns, Step 20 shall be granted after completion of 25 years of service with the District

**Vocational Placement**

**Column I** - A.A. degree plus 6 years of experience or meets equivalency

**Column II** - B.A. and 2 years appropriate occupational experience

**Column III** - B.A. and 6 semester units of education courses after the B.A. degree and 2 years' experience plus eight approved full-time weeks of paid trade experience earned after receipt of the B.A. degree

**Column IV** - B.A. and 2 years' experience and 20 acceptable graduate level units completed after the B.A. degree plus 16 weeks approved full-time weeks of paid trade experience of which at least 8 such weeks are earned after completion of the 20 graduate units.

**ACADEMIC CALENDAR – 2019-2020**

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

Flex Day*	August 16, 2019
Fall Semester Commences	August 17, 2019
Fall Semester Ends	December 7, 2019
Flex Day*	January 24, 2020
Spring Semester Commences	January 25, 2020
Spring Semester Ends	May 21, 2020
Summer Intersession	June 3, 2019 – August 9, 2019
1 <sup>st</sup> Session - five weeks	June 3, 2019 – July 5, 2019
Evening Session - six weeks	June 17, 2019 - July 26, 2019
Late Start - eight weeks	June 17, 2019 - August 9, 2019
2 <sup>nd</sup> Session - eight weeks	July 8, 2019 - August 9, 2019

Holidays

Independence Day (7/4/19)	New Year's Day (1/1/20)
Labor Day (9/2/19)	Martin Luther King's Day (1/20/20)
Veteran's Day (11/11/19)	Lincoln's Day (2/14/20)
Thanksgiving (11/28/19)	Washington's Day (2/17/20)
Christmas Day (12/25/19)	Memorial Day (5/25/20)

Recesses

Thanksgiving Recess (11/28-29/19)
Spring Recess (3/23-27/20)

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 (3) 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 (3) 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.

\* 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.

## 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</u> <u>Equating to a Full (100%) Load</u>	
	17 ½ weeks	16 weeks
Administration of Justice		
Lecture	15	16.41
Lab	21	22.97
Alternative Energy Technology		
Lecture	15	16.41
Lab	21	22.97
Alternative Fuel		
Lecture	15	16.41
Lab	21	22.97
Anthropology		
Lecture	15	16.41
Lab	20	21.88
Apprenticeship		
Lecture	15	16.41
Lab	21	22.97
Architectural Drafting		
Lecture	15	16.41
Lab	21	22.97
Art		
Lecture	15	16.41
Lab	20	21.88
Astronomy		
Lecture	15	16.41
Lab	21	21.88
Automotive		
Lecture	15	16.41
Lab	21	22.97

**APPENDIX C**

<u>Subject</u>	<u>Classroom Hours per Week Equating to a Full (100%) Load</u>	
	17 ½ weeks	16 weeks
Biology		
Lecture	15	16.41
Lab	21	21.88
Business		
Lecture (except Keyboarding)	15	16.41
Lecture (Keyboarding)	17	18.59
Lab	21	22.97
Computer Information Technology		
Lecture	15	16.41
Lab	21	22.97
Chemistry		
Lecture	15	16.41
Lab	21	21.88
Chicano Studies	15	16.41
Corrections		
Lecture	15	16.41
Lab	21	22.97
Counseling		
Lecture	15	16.41
Child Development		
Lecture	15	16.41
Lab	21	22.97
Drafting/Architecture		
Lecture	15	16.41
Lab	21	22.97
Drawing	21	22.97
Math	15	16.41
Blueprint Reading	21	22.97
DSPS		
Lecture	15	16.41
Lab	21	22.97
Supervision	30	32.81

**APPENDIX C**

<u>Subject</u>	<u>Classroom Hours per Week</u> <u>Equating to a Full (100%) Load</u>	
	17 ½ weeks	16 weeks
Earth Sciences (i.e. Geography, Geology, Physical Science)		
Lecture	15	16.41
Lab	20	21.88
Economics	15	16.41
Education		
Lecture	15	16.41
Lab	21	22.97
Electro-Mechanical Drafting		
Lecture	15	16.41
Lab	21	22.97
Electronics		
Lecture	15	16.41
Lab	21	22.97
Engineering		
Lecture	15	16.41
Lab	21	22.97
Drawing	21	22.97
English and ESL		
Lecture	15	16.41
Lab	20	21.88
ESL lab w/Lang. lab	20	21.88
Environmental Technology		
Lecture	15	16.41
Lab	20	21.88
Fire Technology		
Lecture	15	16.41
Lab	21	22.97
Geographical Information Systems (GIS)		
Lecture	15	16.41
Lab	21	22.97
History	15	16.41

**APPENDIX C**

<u>Subject</u>	<u>Classroom Hours per Week</u> <u>Equating to a Full (100%) Load</u>	
	17 ½ weeks	16 weeks
Humanities	15	16.41
Journalism		
Lecture	15	16.41
Lab	20	21.88
Language		
Lecture	16	17.50
Language Lab (if combined w/ESL lab)	20	21.88
Lab	21	22.97
Library Science		
Lecture	15	16.41
Lab	21	22.97
Mass Communications		
Lecture	15	16.41
Lab	20	21.88
Mathematics		
Lecture	15	16.41
Skills Center	20	21.88
Music		
Lecture	15	16.41
Activity/Lab	20	21.88
Nursing		
Lecture	15	16.41
Lab (On Campus)	20	21.88
Clinic (Hospital)	20	21.88
Supervision	40	43.75
Philosophy	15	16.41
Physical Education		
Lecture	15	16.41
Lab	21	22.97
Physics		
Lecture	15	16.41
Lab	20	21.88

**APPENDIX C**

<u>Subject</u>	<u>Classroom Hours per Week</u> <u>Equating to a Full (100%) Load</u>	
	17 ½ weeks	16 weeks
Political Science	15	16.41
Psychology		
Lecture	15	16.41
Lab	21	22.97
Reading		
Lecture	15	16.41
Lab	20	21.88
Sociology	15	16.41
Speech		
Lecture	15	16.41
Lab	21	22.97
Supervision – Business and Industry		
Lecture	15	16.41
Lab	21	22.97
Television Production		
Lecture	15	16.41
Lab	20	21.88
Theatre Arts		
Lecture	15	16.41
Lab	20	21.88
Welding/Fabrication		
Lecture	15	16.41
Lab	21	22.97

**APPENDIX C**

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. for 17 ½ weeks & 4.38 for 16 weeks	20
Choral	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05
Band	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05
Play Production	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05
Theatre	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05
Forensics	8.4 hrs. for 17 ½ weeks & 9.19 for 16 weeks	40
Debate	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05
Newspaper Production	4 hrs. for 17 ½ weeks & 4.38 for 16 weeks	19.05

<u>Activity</u>	<u>Curriculum Total</u>		<u>Additional</u> <u>Hours per</u> <u>Sem./Season</u>	<u>Teaching</u> <u>% Load *</u>	<u>Stipend</u> <u>Factor **</u>
	<u>Hours per week</u> <u>Fall</u>	<u>Spring</u>			
Athletic Coaching					
Men's Baseball		10.13	17.5	47.62	8.0
Women's Basketball	5.07	5.07	17.5	47.62	8.0
Men's Basketball	5.07	5.07	17.5	47.62	8.0
M/W Cross Country	10.13		17.5	47.62	8.0
1 Men's Golf		10.13	17.5	47.62	8.0
1 Women's Golf	10.13		17.5	47.62	8.0
Men's Soccer	10.13		17.5	47.62	8.0
Women's Soccer	10.13		17.5	47.62	8.0
Women's Softball		10.13	17.5	47.62	8.0
1 W Swimming ***		10.13	17.5	47.62	8.0
1 M Swimming ***		10.13	17.5	47.62	8.0
1 M/W Tennis		10.13	17.5	47.62	8.0
1 M/W Track & Field		10.13	17.5	47.62	8.0
Women's Volleyball	10.13		17.5	47.62	8.0
1 W Water Polo	10.13		17.5	47.62	8.0
1 M Water Polo	10.13		17.5	47.62	8.0
Men's Wrestling	10.13		17.5	47.62	8.0
M/W's Athletic Coordinator	8.75	8.75		38.10/38.10	6.5/6.5

\* The curriculum load is 42.87%, additional time of 4.75% for a total load of 47.62% per sport's season

$$\text{STIPEND}^{**} = \text{FACTOR} \times \text{BASE} (\$325)$$

\*\*Stipend is for additional responsibilities beyond the normal assignment.

\*\*\* Men's and Women's swimming if combined to one coach for both teams, then only one line is used in the calculation for that coach



## Student Instructional Survey

Please fill in the C.R.N. for the class.

Rio Hondo Community College is eager to collect your opinion regarding this class. The survey results will be summarized and sent to your instructor to aid in teaching effectiveness.

**Please do not put your name on this survey.**

Consider each statement carefully and rate each item as fairly as you can. If you cannot answer any statement, fill in: "Don't Know".

Use a #2 pencil or black ink pen and mark **firmly** inside the bubbles.

<input type="checkbox"/>				
①	①	①	①	①
②	②	②	②	②
③	③	③	③	③
④	④	④	④	④
⑤	⑤	⑤	⑤	⑤
⑥	⑥	⑥	⑥	⑥
⑦	⑦	⑦	⑦	⑦
⑧	⑧	⑧	⑧	⑧
⑨	⑨	⑨	⑨	⑨

**Answer Selection:** Correct = ● Incorrect = ✗ ✓ ⊖

**Please use #2 Pencil or BLACK INK only!**

- 1 How many units have you completed at Rio Hondo Community College?      ○ 0-15      ○ 16-30      ○ 31+      ○ Don't Know
- 2 What grade do you expect to receive in this course?      ○ A or B      ○ C or Pass      ○ D      ○ F or No Pass

	Strongly Agree	Agree	Disagree	Don't Know
3 The instructor is knowledgeable about the class subject matter.	○	○	○	○
4 The instructor uses class time well.	○	○	○	○
5 The instructor is well-prepared for class.	○	○	○	○
6 The instructor encourages students to think for themselves.	○	○	○	○
7 The instructor is willing to assist students outside of class time.	○	○	○	○
8 The instructor provides timely feedback on assignments such as papers, exams and/or projects.	○	○	○	○
9 The instructor encourages class discussion.	○	○	○	○
10 The instructor allows for differences of opinion during class discussions.	○	○	○	○
11 The instructor answers questions clearly and thoroughly.	○	○	○	○
12 The instructor distributed a syllabus and explained the class policies at the beginning of the class.	○	○	○	○
13 The class meets the stated objectives as presented in the syllabus.	○	○	○	○
14 The class textbook is appropriate for the class.	○	○	○	○
15 The instructor is respectful of the students in the class.	○	○	○	○
16 This class satisfied my educational goals.	○	○	○	○

RIO HONDO COMMUNITY COLLEGE DISTRICT  
UNIT MEMBER EVALUATION REPORT

UNIT MEMBER \_\_\_\_\_ ASSIGNED DEPARTMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_ STATUS: \_\_\_\_\_ 1st Contract for Year 1  
 \_\_\_\_\_ 2nd Contract for Year 2  
 \_\_\_\_\_ 3rd Contract for Years 3 &4  
 \_\_\_\_\_ Regular  
 \_\_\_\_\_ Part-Time

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

S = SATISFACTORY  
 S/with PD Plan = SATISFACTORY WITH PROFESSIONAL DEVELOPMENT PLAN  
 U = UNSATISFACTORY  
 N/A = NOT APPLICABLE

	S	S/with PD Plan	U	N/A
<b>I. LEARNING ENVIRONMENT</b>				
1. Teaches in accordance with the objectives and course content identified in the syllabi and course outlines.				
2. Demonstrates an understanding of the curriculum, subject content, and the developmental needs of students by providing relevant learning experiences.				
3. Communicates clearly using visual and interactive techniques presenting course material in an engaging manner.				
4. Actively listens and pays attention to students' questions and concerns.				
5. Utilizes appropriate instructional methodologies that address the diverse learning styles and needs.				
6. Demonstrates respect for student opinions, encourages student efforts and treats students in a fair and impartial manner.				
7. Acquaints the students at the beginning of the course with course requirements, evaluation procedures and attendance requirements based on clear course objectives and department standards.				
8. Encourages critical thinking and the development of student self-responsibility.				
9. Creates a respectful, positive, safe student-centered environment that is conducive to learning.				
10. Respects and is sensitive to students' diversity, including language, culture, race, gender and special needs.				
11. Demonstrates organizational and classroom management skills; maximizes instructional time and minimizes disruptions.				
12. Gathers, analyzes, and uses all relevant data to measure student academic progress; guides instructional content and delivery methods; and provides timely feedback.				
13. Demonstrates ability to link present content with past and future learning experiences, other subject areas, and real world experiences and applications.				

	S	S/with PD Plan	U	N/A
14. Plans time realistically for pacing and content mastery.				
15. Provides SLO assessment data and participates in its review.				
16. Provides regular and effective student contact in online classes (if applicable).				
<b>II. PROFESSIONAL GROWTH AND DEVELOPMENT</b>				
1. Maintains and incorporates current discipline-specific knowledge (i.e. coursework, workshops, seminars, conference exhibits, research, publications) and utilizes appropriate materials into instructional practice.				
2. Maintains current certification / job training as job requires (if applicable).				
3. Sets goals for improvement of knowledge and skills.				
<b>III. DISTRICT WIDE PARTICIPATION</b>				
1. Serves as a contributing member by participating in college and/or district governance structure; attends and/or contributes in department/area/college and District committees and faculty meetings; demonstrates involvement in a professional learning community.				
2. Works in a collegial and cooperative manner with faculty, staff and administrators to assist students in achieving their educational goals.				
3. Participates in the peer review process and serves on peer review committees.				
<b>IV. PROFESSIONAL RESPONSIBILITIES (Coach)</b>				
1. Follows CCCAA and conference rules and regulations.				
2. Actively recruits student-athletes to field an appropriate team size and be competitive with other schools.				
3. Communicates well with both the administration and students on items such as; practice dates and times, in and out of season tasks, facility reservations, behavior and expectations, travel information and ethical behavior.				
4. Promotes and encourages academic success of student-athletes in program.				
5. Positively promotes Rio Hondo Athletics.				
6. Assumes responsibility for Assistant Coaches and provides them with guidance.				
7. Keeps accurate records and statistics.				
8. Attends on site athletic practices and competitions of potential recruits.				
9. Leads by example, demonstrates and holds entire team to high sportsmanship standards.				
<b>V. CLINICALS (Health Science)</b>				
1. Objectives of the course are clearly posted on the hospital unit.				
2. Seeks learning opportunities for all students in the clinical area.				
3. Reinforces theory in the clinical area.				
4. Teaches course(s) in accordance with the clinical objectives and content.				

	S	S/with PD Plan	U	N/A
<b>VI. Student Services Skills (for Student Services Unit Members Only)</b>				
1. Communicates clearly, correctly and effectively with students regarding their academic, career and personal concerns.				
2. Adjusts methodologies for students with special needs and/or different learning styles.				
3. Provides clear information or directives to students in the development of educational plans, academic goals and success strategies.				
4. Demonstrates compassion, empathy, respect and confidentiality towards students.				
5. Develops appropriate, complete and accurate written information for students ,e.g., transfer agreements, education plans, petitions, etc.				
<b>VII. LIBRARIANS</b>				
1. Identifies and uses library strategies and resources appropriate to individual student needs.				
2. Establishes the relevancy and facilitates the Library Services/Program.				
3. Use a wide variety of Rio Hondo Library resources, including available technology to meet Standards for Library/Information Literacy; provides lessons/strategies that engage most students and facilitate student learning.				
4. Keeps abreast of current literature by reading reviewing journals and other resources.				
5. Fosters and create a stimulating, inclusive, safe, and equitable learning environment.				
6. Provides necessary information about the Rio Hondo College Library Services/Program to students; is available as needed to respond to concerns.				
7. Develops and manages a collection of resources that support and enhance Rio Hondo College curriculum; makes decisions for the Library Services/Program which support Rio Hondo College curriculum.				
8. Responds to student questions and refers students to appropriate sources of information.				
9. Plans, teaches, evaluates and reinforces instruction designed to make students and staff effective users of information and Library resources.				
10. Assists all users in identifying and locating materials and information resources.				
11. Reviews, evaluates and discards library materials as needed.				
12. Demonstrates a clear understanding of departmental and Library policies and operations and an ability to justify and interpret these to staff and library users.				
13. Makes contributions which improve the internal operations of Library department.				
14. Adapts and implements new methods and technologies to provide improved service to Library users.				
<b>VIII. COORDINATORS</b>				
1. Uses effective strategies, resources and data to meet the needs of the program.				
2. Develops appropriate long and short range plans and adapts plans when needed.				

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



D. Professional development plan (if any): Design to support an instructor addressing areas of concern through targeted supervision and additional resources.

Outline program of improvement that would lead to satisfactory rating. Be specific and key suggestions to improvement professional development plan. Provide narrative as needed:

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E. Unit Member Response (if any)

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F. I have reviewed the contents of the evaluation.

\_\_\_\_\_  
Signature of Unit Member

\_\_\_\_\_  
Date

cc: Unit Member  
Personnel File  
Evaluator's File

Rev: 5-31-96  
Rev: 8-1-0  
Rev: 3-8-06  
Rev. 11-1-13  
Rev. 9-10-14  
Rev. 4-28-16  
Rev. 7-1-19





Rio Hondo College, in response to the **Guidelines for Good Practice: Effective Instructor-Student Contact in Distance Learning (1999)** as developed by the Academic Senate for California Community Colleges encourages the use of these principles to help ensure the quality, integrity, and effectiveness of distance learning.

Instructor Name:

Course Name(s):

Department:

Per Title V Guidelines, regular and substantive interaction between student and instructor is required. Syllabi must describe mandatory regular substantive interaction between students and instructors. Instructors must regularly initiate interaction with their students.

The Distance Education Committee has identified the following methods:

**Regular Announcements:** Faculty should make general announcements to the students in their distance education classes on a regular basis, whether by the announcement area in the Learning Management System or via e-mails to the entire class. The suggested frequency is a minimum of **one announcement** per week. Moreover, faculty should include a general announcement by the first day of class orienting students and including, at a minimum, course expectations and contact information.

**Establishing Expectations:** Faculty should include in their syllabus or course orientation a description of the frequency and timeliness of instructor-initiated contact and feedback, as well as expectations for student participation. This should include the timeframe for responding to e-mails and phone calls, the timeframe for receiving feedback on student work, the timeframe for submission of assignments, and the quantity of discussion board postings required by the student.

**Faculty-Initiated Interaction:** Faculty should regularly initiate interaction with students to determine that they have access to the course materials, that they understand the material and what is required of them, and that they are participating in the activities of the course. There are various ways of accomplishing this, including but not limited to: asynchronous discussion board forums with appropriate faculty input, synchronous chats, video conferencing, individualized contact via phone or e-mail, and, in the case of a hybrid course, regular face-to-face meetings.

**Timely Feedback on Student Work:** Faculty should grade and provide feedback on student work within a reasonable timeframe. If discussion boards are required, students should be given guidelines at the outset of the course and feedback on their participation throughout the semester.

**Content Delivery:** Faculty should provide content material either through online lectures (in written, video, and/or audio forms) and/or through instructor's enhancement of materials not created by the instructor (such as publisher-provided materials, web sites, streaming video, etc.).

**Notifying Students of Faculty Unavailability/Offline Time:** If the instructor must be out of contact

briefly for any reason (such as an illness or family emergency that takes the instructor offline), notification to students should be made in the announcements area of the course and/or via e-mail that includes when the students can expect regular effective contact to resume. This should occur for any offline periods lasting longer than 2 (two) days, excluding holidays and weekends.

Check which delivery method(s) you utilize and how many times per week. **Best practices would include some but not necessarily all of the following:**

Delivery Method	Never	Once per week	Two or more times per week	Other: Please specify
Announcements				
Email Correspondence				
Discussion Boards				
Timely feedback on assignments				
Telephone contact				
Other (i.e. CCC Confer, Online group meetings, Voice Thread, Synchronous office hours, etc.)				

To ensure faculty initiate regular and substantive interaction with students in Distance Education courses, the above table is to be completed by online teaching faculty (FT/PT) and submitted once each academic year to the Office of Online Education.

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**Faculty Signature**

---

**Date**

## GUIDE TO FACULTY SERVICE AREAS

SERVICE AREA	EXAMPLES OF TEACHING ASSIGNMENTS, BUT NOT LIMITED TO:
Accounting	Accounting, Income Tax Accounting, Finance
Administration of Justice Police Science, Corrections, Law Enforcement	Criminal Procedures, Criminal Law, Evidence, Introduction to Criminology, Corrections and Administration of Justice
Anthropology	Anthropology
Architecture	Architecture (Design, Drawing and Construction)
Art	Studio Art and Art
Art History	Art History
Auto Collision	Automotive Collision Repair and Painting
Automotive Technology	Automotive Technology
Biological Sciences	Biology, Microbiology, Physiology, Genetics, Bacteriology, Anatomy
Business	Business Management, Personnel Management Industrial Relations Labor Relations, Quality Control Management, Business Organization, Business Administration, Business Law, etc.
Ceramic Technology	Ceramics
Chemistry	Chemistry, Biochemistry
Child Development	Child Development, Early Childhood Education, Education
Coach	Intercollegiate Courses
Computer Information Systems	Programming, Systems Analysis, Data Entry, Key punch, E- Commerce/Web Development
Computer Science	Computer Design
Counseling	Counseling
Dance	Dance
Disable Student Programs & Service	Disable Student Programs & Service
Drafting, CADD, CAD	Architecture and Drafting
Drama / Theater Arts	Theater

SERVICE AREA	EXAMPLES OF TEACHING ASSIGNMENTS, BUT NOT LIMITED TO:
Earth Sciences, including Geography, Geology, and Geophysics	Geography, Geology, Geophysics, Meteorology, Paleontology, Oceanography
Economics	Money and Banking, Economic Analysis, Principles of Economics
Education	Education
Electronics	Electronics Technology, Alternative Energy Technology, and Electricity
Emergency Medical Technologies	Fire Technology, Wildland Technology, Fire Technology, Wildland Fire Academy, Paramedics, Emergency Medical Technician
Engineering Support	Engineering Courses in the Engineering Design Drafting Program
English	English, Literature
Environmental Technology	Hazardous Material, Environmental Technology
Ethnic Studies	Chicano Studies, Ethnic Studies
Fire Science	Fire Technology, Wildland Fire technology, Fire Academy, Wildland Fire Academy, etc.
Foreign Language,	Spanish, German, French, Italian, Latin, Greek, etc., (includes the Language, Literature, and Grammar)
Geography	Geography
GIS	Drafting and GIS
Graphic Arts	Animation, Digital Imaging, Graphic Design, and Desk Top Publishing)
Health Care Ancillaries	Theory and Clinical
Health and Physical Case Services and Related Technologies	Kinesiology
Health Services	Health Office
Heavy Duty Equipment Technology	Heavy Equipment Mechanics, Diesel Engineering
History	American History, European History, Latin History, etc.
Humanities	Humanities
Journalism	Journalism

SERVICE AREA	EXAMPLES OF TEACHING ASSIGNMENTS, BUT NOT LIMITED TO:
Kinesiology	Kinesiology, Dance and Health Education
Law	Law, Business Law,
Library Science	Library
License Vocational Nursing	Clinical Practice
Linguistics	English composition, English grammar
Management	Management
Marketing and Distribution	Salesmanship, Transportation, Advertising, Merchandising, Retailing, Purchasing, Warehouse Operations
Mass Communication	Radio/TV, Broadcasting, Film, Public Relations
Mathematics	Mathematics
Music	Music
Nursing (LVN & AND)	Lecture, Clinical in Nursing, V.N., ADN
Nursing Science	Health Science Clinical Practice
Office Technologies	Secretarial Science, Shorthand, Typing, Filing, Bookkeeping, Records Management, PBX, Office Machines, Secretarial Administration, Office Management, Stenography
Philosophy	Philosophy, Logic, Ethnics, Religious Studies, Church History, Bible as Literature
Photography	Photography
Physics / Astronomy	Physics, Astronomy
Political Science	Political Science
Psychology	Psychology
Reading	Reading
Social Science	Survey of the Social Sciences (Does not authorize instruction of any individual area of the Social Sciences, i.e., History, Geography, Sociology, etc.)
Sociology	Sociology
Speech	Speech
Stage Craft	Make-Up, Stage Craft
Welding	Welding & Fabrication

**DISTRICT ASSIGNED PERSONNEL**

Institutional Effectiveness Coordinator	20%
Program Review Coordinator (Fall only)	20%
Outcomes Coordinator	40%
Leadership Academy Coordinator	20%
Honors Coordinator	40%
Curriculum Committee Chair	50%
Distance Education Coordinator	40%
Staff Development/Flex Coordinator	15%
Title 5 Coordinator	50%
Study Abroad Coordinator	10%
Equity Coordinator	40%

**SPECIAL ASSIGNMENT PERSONNEL**

Cultural Events - Fine Arts	20%
Art Gallery - Fine Arts	20%
Gallery Student - Fine Arts	23.4%
Forensics - Communications	40%
Debate Coordinator - Communications	19.05%
Speech Coordinator - Communications	15%
Writing Workshop Coordinator - Communications	15%
Reading Coordinator - Communications	15%
Language Lab Coordinator - Communications	15%
ESL Coordinator - Communications	15%
English Coordinator - Communications	20%
Puente Coordinator - Communications	10%
MESA Program Coordinator - Math	100%
Math Science Center Coordinator - Math	10%
A.D.N Grant (two positions) - Nursing	80%
Fitness Center Coordinator (24 hrs a week) - Kinesiology	55%
Athletic Coordinator - Kinesiology	38.10%
Fire Academy Coordinator – Public Safety	20%
Fire Academy Coordinator (Wildland) – Public Safety	20%
Police Academy Coordinator – Public Safety	60%

**OTHER REASSIGNED TIME**

Rio Hondo College Faculty Association (See 15.5.2)	95%
Academic Senate Executive Committee*	200%

<b>Academic Senate* (typical allocation)</b>	<b>%</b>
Senate President	80%
Senate 1 <sup>st</sup> Vice President	20%
Senate 2 <sup>nd</sup> Vice President	20%
Senate Secretary	20%
Senate Parliamentarian	20%
Senate ASCCC Representative	20%
Senate Past President	20%

AGREEMENT RATIFICATION SIGNATURES

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

ON BEHALF OF THE  
RIO HONDO COMMUNITY  
COLLEGE DISTRICT

Al Lee 6/26/2019  
Date

Janet 6/27/19  
Date

Casidy Jans 6/21/19  
Date

[Signature] 6/26/19  
Date

Kathy Pudek 6/24/19  
Date

Rebecca Stree 6/26/19  
Date

[Signature] 6/27/19  
Date

[Signature] 7/1/19  
Date

[Signature] 7/10/19  
Date

[Signature] 7/1/19  
Date

[Signature] 8/6/19  
Date

\_\_\_\_\_  
Date

**RHCFA – RHCCD CONTRACT  
2019-2022**

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**X**

**Y**

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