

**AGREEMENT**

**between**

**RIVERSIDE COMMUNITY COLLEGE  
DISTRICT**

**and**

**RIVERSIDE COMMUNITY COLLEGE  
CHAPTER CCA/CTA/NEA**



**1999 - 2002**

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## **AGREEMENT**

This Agreement is made and entered into this sixth day of June, Two Thousand, by and between Riverside Community College District (hereinafter called the “District”) and the Riverside Community College Chapter, CCA/CTA/NEA (hereinafter called the “Association”).

## SIGNATURE PAGE

This edition of the Agreement between the Riverside Community College District and the Riverside Community College Chapter, CCA/CTA/NEA, is the Agreement dated June 6, 2000, as amended by all Memoranda of Agreement signed by the District and the Association between July 1, 1999, and June 30, 2002.

Date: June 6, 2000

Date: June 6, 2000

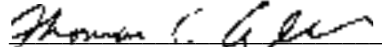
FOR THE DISTRICT



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Salvatore G. Rotella  
President

FOR THE ASSOCIATION



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Thomas C. Allen, President  
RCC Chapter CCA/CTA/NEA

## **Article I - RECOGNITION**

- A. The Riverside Community College District hereby recognizes the Association as the exclusive collective bargaining representative for the employees in the unit described below and in accordance with the certification issued on October 25, 1981, from the Public Employment Relations Board cases numbered LA-R-485, UM-199, and LA-D-83:

All currently employed: all full-time instructors; counselors, librarians, student activity coordinators, school nurses; child care assistants; summer school teachers and part-time instructors who have taught the equivalent of three or more semesters of the last six semesters inclusive.

The unit shall exclude educational administrators, management, supervisory and confidential employees; those instructors who are teaching less than a full semester and/or less than a full course, and those part-time instructors who have not taught at least three semesters of the last six semesters inclusive (see Appendix L for Letter of Understanding). A list of current educational administrators, management, supervisory and confidential employees will be provided to the Association at the beginning of each academic year.

- B. The District and the Association agree that the unit as described in the foregoing paragraphs is appropriate and that neither will seek PERB clarification or amendment of the unit, either as to the exclusions or the enumerated inclusions.
- C. Disputes concerning the interpretation and application of this Article are not subject to the grievance procedure in this Agreement. The inclusion or exclusion of new classifications created or added shall be subject to negotiation between the District and the Association, and any disputes shall be submitted to the Public Employment Relations Board.
- D. For the purpose of this Agreement, the following definitions apply:
1. **Contract Faculty Member**. An academic employee who is appointed to a teaching or non-teaching position requiring more than 60% of a full-time load and who has served the District less than four full years.
  2. **Regular Faculty Member**. An academic employee who is appointed to a teaching or non-teaching position requiring more than 60% of a full-time load and who has served the District four or more full years.
  3. **Part-time Hourly Faculty**. An academic employee who is appointed to a teaching or non-teaching position requiring 60% or less of a full-time load and whose salary shall be paid on an hourly or pay-per-course basis.

## **Article II - NOTICE**

Notices required to be sent in this Agreement shall be in writing, and if to the Association, shall be mailed to the President, Riverside Community College Chapter CCA/CTA/NEA, 4800 Magnolia Avenue, Riverside, California 92506, and if to the District, shall be mailed to the President, Riverside Community College District, 4800 Magnolia Avenue, Riverside, California 92506. Such addresses may be changed by either party giving written notice to the other party.

### **Article III - MANAGEMENT RIGHTS**

- A. All matters not specifically enumerated as within the scope of representation in Government Code 3543.2 or not limited by the express terms of other Articles of this Agreement are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the Board's sole right to manage the District and direct the work of its employees; to determine the level, means and kinds of services provided; to determine the staffing patterns and the number of kinds of personnel required; to determine its organization; to determine assignment and location thereof; to determine performance standards; to decide on the building, location or modification of a facility; to determine the budget and methods of raising revenue; to determine educational objectives and polices; to determine the time and hours of operation of District facilities; to sub-contract work or operations except where expressly forbidden by law; to maintain order and efficiency; to determine rules applicable to employees; to hire, assign, evaluate, promote, discipline, layoff, and transfer employees. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner. The right to determine or decide any of the foregoing shall also include the right to implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently in any of such areas.
- B. It is not the intention of the parties, in setting forth the above-mentioned rights of management, to detract or diminish in any way the consultation rights of the Association as set forth in Government Code Section 3543.2. However, such rights are not part of this contract, and it is the parties' intention that the provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's right.
- C. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth above, or any other rights of the District not expressly limited by the language of this Agreement, is not subject to the Grievance Procedure contained in this Agreement.
- D. The District retains the right to amend, modify, or rescind policies and practices set forth in the Agreement in cases of emergency. An emergency is a sudden, generally unexpected occurrence or occasion requiring immediate action that affects District facilities or equipment or otherwise involves an act of God or specific governmental order requiring the District to take certain action or refrain from taking certain action.



## **Article IV - ASSOCIATION RIGHTS**

- A. The Association may use, without charge, available District facilities at reasonable times for the purpose of meetings concerned with its representation rights at this District and may use word processors, photocopy equipment, calculating machines, and audio-visual machines at reasonable hours when such equipment is not otherwise in use, provided that arrangement for such use shall be made in accordance with established District procedures. Copy machines may be used by the Association at the same cost charged to District programs.
  
- B. The Association shall have the right to use not less than twenty (20) designated faculty bulletin boards for posting notices of activities and shall have the right to use faculty mailboxes for communications with faculty members. Five (5) of such bulletin boards shall be for the exclusive use of the Association, and at each of the three campuses one location of such exclusive bulletin boards shall be at the primary campus mail pick-up station. With respect to the non-exclusive bulletin boards, adequate space (not less than six (6) square feet) specifically reserved for the Association shall be established. The exercise of these rights is subject to generally applicable District regulations. Any notice posted pursuant to this section shall be clearly identified and dated, and a copy shall be filed with the Vice President, Administration and Finance. Any Association material distributed through the intracampus mail system shall clearly indicate the Association as the distributor of the material.
  
- C. The District will reproduce and provide 350 copies of this Agreement to the Association. The Association will be responsible for the distribution of such copies to unit members, except in the case of new hires covered by this Agreement. With respect to new hires, the District will provide a copy of the Agreement at the time of hire and have the new faculty member acknowledge such receipt in writing. In the event the District maintains a version of the contract language on a computer diskette, the District will provide a copy of the diskette to the Association at its request.
  
- D. Duly authorized Association representatives shall be permitted to transact official Association business on the District premises, including grievance processing as provided in Article XVII, so long as the transaction of such business does not interfere with the performance of employee duties to the District. At the beginning of each school year, the Association shall provide written notification to the District as to its authorized Association representatives. Any changes thereto shall be promptly communicated to the District in writing. A campus staff parking identification sticker shall be provided, upon request, to the Association's designated staff representative.

- E. The District will furnish the Association with an up-to-date listing of the names, mailing addresses, telephone numbers, and department assignments of all employees represented by the Association by September 15 of each school year and will also provide, at the Association's request and without cost to the Association, an update of such listing once per school year within seven (7) calendar days after such an update is requested. The Association may request additional updates, but they shall be mutually agreed upon and at the expense of the Association. The District shall also make available to the Association, prior to each meeting of the Board of Trustees, a copy of the Board Agenda and the appropriate supporting materials.
  
- F. The Association President and Association Grievance Chair shall not be required during their term in office to participate in academic committee assignments, to supervise extra-curricular activities, to serve on evaluation or selection committees, or otherwise to perform duties in areas not related to their instructional or service assignments.

The Association President shall be provided a separate office with appropriate desk(s), chairs, and bookcases. The District shall be reimbursed for any telephone expenses incurred by the Association.

- G. The District shall provide 60 percent reassigned time for the Association each semester to be distributed by the Association President as he/she sees fit, with the President-receiving a maximum of 40% reassigned time each semester. The Association will notify the District of the reassigned time distribution as the yearly teaching assignments are developed. The District further agrees to allow a maximum of four (4) days of paid leave of absence per year to the Association President or his/her designee to perform Association business. The District shall be notified at least five (5) days in advance of when such leave is to be utilized.

In addition, the District shall provide a maximum of 60 hours at the faculty hourly rate (Appendix B) for the Association during the Winter Intersession. These 60 hours will be distributed at the discretion of the Association President, with a maximum of 40 hours for use by the Association President. This compensation is provided for necessary contractual, legitimate, or agreed upon college business. The Association President and others selected by the Association President will provide a timesheet specifying the hours worked and duties performed by the last day of the Winter Intersession.

- H. The Association shall have representation on all college committees which deal in any area which may affect working conditions as defined by the Educational Employee's Relations Act.
  
- I. Service on the RCC/CTA Executive Board shall be credited towards district committee assignment responsibility.

**Article V - ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION**

- A. The District will make payroll deductions of Association membership dues and fees for certificated employees who have authorized said deductions in writing. Such authorization shall continue until revoked in writing as set forth in Section D of this Article. No increase in the dues or fees to be deducted shall be made unless the Association provides thirty (30) calendar days advance notice in writing, and the authorization form permits such increase.
- B. Upon written authorization from the employee, the District shall deduct from the salary of such employee and make appropriate remittance to credit unions, annuity plans, the United Way, or any other plans or programs jointly approved by the Association and the District.
- C. The District shall not be liable to the employee or the Association or have any responsibility for these funds beyond transmittal in accordance with this Article. Subject to Section D of this Article, the employee must give not fewer than two (2) weeks written notice to commence or terminate the deductions covered in this Article.
- D. Certificated employees within the bargaining unit who voluntarily have on file with the District an unrevoked dues deduction authorization as of a date fifteen (15) days after the execution date of this Agreement or who thereafter voluntarily execute a dues authorization card specifically authorizing the Riverside Community College District to deduct membership dues, shall be able to revoke such authorization during the term of this Agreement only as set forth hereafter:
  - 1. Sending a signed, written notice to the Association, with a copy to the District, during a period not more than sixty (60) calendar days nor fewer than fifteen (15) calendar days prior to June 30 of each year, or
  - 2. Requesting approval of the Association's Executive Board to revoke authorization to deduct dues because the member is experiencing extreme financial hardship.

Any such revocation under subsection 1 will be effective on the following July first. In the expiration year of this Agreement, the provisions of Government Code Section 540.1 (i) on revocation shall also be applicable. Any revocation under subsection 2 will become effective two (2) weeks after the District receives both official notice from the Association and written notice from the employee.

## **Article VI - NON-DISCRIMINATION**

- A. Neither the District nor the Association shall, in violation of the law, discriminate against any employee on the basis of race, color, creed, age, sex, national origin, physical handicap, political affiliation, lawful political activity, marital status, relationship to a present employee (except where such would lead to one family member being in a potential conflict of interest with another family member), membership or lack thereof in an employee organization, or participation or lack thereof in the activities of any employee organization.
  
- B. Violations of this Article shall not be subject to the grievance procedure except as they relate to violations of other specific provisions of this Agreement or except where no other statutory or administrative remedy exists.

## **Article VII - SALARIES**

- A. The salary schedules for all employees covered by this Agreement will be as shown in Appendices A1, A2, B, C, D, E, F, G, H and K and are effective as of the date indicated on the applicable appendix.
  
- B. Stipends delineated in Appendix D and Appendix E of the Agreement will be added to the faculty member's base salary commencing with the April, 1999, faculty payroll. The specific stipends listed in Appendix D and Appendix E of the Agreement will be annually reviewed by the District and the Association.

## **Article VIII - FRINGE BENEFITS**

A. The District shall provide the following fringe benefits to all regular and contract full-time faculty members:

1. For the period from July 1, 2000, to June 30, 2002:
  - a. Health insurance coverage for employees and dependents through Kaiser Permanente, Health Net, PacifiCare, or the RCCD Plan. In order for an employee to elect not to purchase Kaiser Permanente, Health Net, PacifiCare, or the RCCD Plan coverage, such employee must provide evidence of alternative health insurance coverage. The employee may elect Kaiser Permanente, Health Net, PacifiCare, or the RCCD Plan coverage only once each year, and normally such election shall be effective on October 1 of each year.
  - b. Dental insurance coverage for employees and dependents in the Delta Dental Plan of California or some other mutually agreed upon program. All employees shall participate in the program. The District shall maintain benefits equivalent to those provided on the effective date of this Agreement and shall pay for any increased premiums during the term of this Agreement.
2. The District agrees to provide an increase in Delta Dental coverage from \$1500 to \$2000 effective July 1, 2000.
3. The District shall provide Group Life insurance coverage in the amount of \$50,000, effective July 1, 2000.
4. The District will not pay on behalf of employees: TSA contributions; accident insurance premiums; salary continuation insurance premiums; or any fringe benefit premiums not specifically listed in the revised Article VIII. However, employees may participate in such plans through payroll deduction at the employee's expense. Any plans or insurances not previously the subject of contributions or deductions shall be added only with the mutual consent of the District and the employee.

B. Social Security Credits

1. A faculty member who is without sufficient Social Security quarters or credits to be eligible for Medicare will be given priority opportunity for intersession teaching assignments during the final five years before retirement. A faculty member will need to indicate anticipated retirement date and provide evidence of lack of quarters or credits.

C. Part-Time Faculty Health Benefits

1. Beginning with the Fall 2000 semester, the District agrees to participate in the AB420 part-time faculty health benefit plan by offering single employee coverage in the least expensive HMO plan of the District to those part-time faculty who request it.

## **Article IX - CALENDAR**

- A. The Association and the District shall exchange proposed calendar(s) for the following academic year by the first Monday in October. The Association will consult and confer with the Academic Senate in developing the Association's proposed calendar(s). The final adopted calendar(s) shall be subject to the approval of the Association and the District. The parties shall make every reasonable effort to complete this process by the first Monday in December.
- B. In accordance with Article X, Hours of Work and Faculty Load, contract and regular faculty members must complete their annual faculty assignment within the semesters or intersessions of the academic year. If the District offers a summer intersession, regular and contract faculty may complete part of their annual teaching assignment during the summer intersession. This does not obligate the Board to offer a summer intersession; therefore, unfulfilled load will be assigned during the next term.

Unless otherwise agreed upon, faculty will have three service days (18 hours) per academic year for professional development. The staff development days may be taken at any time during the year (July 1 through June 30) when not in conflict with contractual obligations. Those teaching and staff development days for the current year are defined in the College Calendar (Appendix I). In addition to the teaching days, each continuing faculty member shall have one service day for staff meetings, and/or inservice training. New faculty members shall have two service days, over and above the teaching days, for the purposes of orientation.

- C. The District, at its discretion, may extend the semester and intersession calendars to meet the needs and/or requirements of special programs (e.g., Cosmetology, Administration of Justice, Nursing, Weekend College, etc.).
- D. The responsibilities of all faculty members shall continue until all final grades and attendance reports are submitted and the District checkout procedures are completed. There shall be no additional pay for completing these responsibilities after the end of the semester or intersession.
- E. All holidays which fall within any paid leave period shall not be counted as paid leave days as set forth in Article XIII unless the applicable leave policy measures the leave in terms of calendar days or months.
- F. Any date within the calendar declared by the State to be a mandatory legal holiday shall be observed as such.



## **Article X - HOURS OF WORK AND FACULTY LOAD**

- A. The expected work week for all full-time faculty, counselors, librarians, and student activity coordinators shall be five days producing an average weekly work load of 40 hours. In cases where the regular scheduled duties fall on less than five days, faculty are not excused from responsibilities enumerated in Section G.
- B. Faculty with a partial contract shall be on campus and responsible for these same duties for periods of time proportionate to the contract held.
- C. Instructors, counselors, librarians, and student activity coordinators as part of their regularly scheduled contracts may be given assignments throughout the hours in which the College is in operation. Assignments of classes and teaching schedules shall be determined through coordination between the faculty members concerned, and the Department Chairs, subject to the approval of the Dean of Instruction and/or the Vice President, Academic Affairs. The District agrees there shall be a minimum of eleven (11) hours between the end of the last assigned class on one day and the first assigned class the next day unless the faculty member otherwise consents. The District also agrees that it will not for arbitrary or capricious reasons assign someone to a schedule that has such employee teaching both at the beginning and end of the District’s operational day.
- D. One (1) annual faculty Full-Time Equivalent (FTE) shall be equal to a faculty assignment falling within a range of 1.9333 to 2.0666. Each full-time faculty member shall be assigned up to one annual FTE per year. With the consent of the faculty member involved, the range may go beyond 2.0666 FTE per year without the additional assignment being considered overload. The District may assign a reduced workload without a commensurate reduction of pay where, in its judgment, a faculty member’s workload, though technically within one (1) annual FTE, becomes excessive due to unusual circumstances.
- E. The following principles shall be used when making assignments:
  - 1. Lecture and Theory course                      1 hr. = 0.0666 FTE  
    (each hour = .0037 FTE)  
    (54 hours = .2000 FTE)
  - 2. Laboratory Classes Requiring Extensive  
    Preparation and Student Evaluation    1 hr. = 0.0666 FTE  
    (each hour = .0037 FTE)  
    (54 hours = .2000 FTE)
    - a. Such classes, in addition to requiring planning and more than gen-

eral preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the class.

- b. Typically such classes have as a primary function the teaching of concepts rather than merely skills development as the final outcome of the class.
- c. Criteria for determining an extensive preparation laboratory are as follows:
  - (1) The laboratory class requires the active continuing presence of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students;
  - (2) The laboratory class requires extensive student preparation from text and lecture material prior to and after each laboratory session;
  - (3) The laboratory class requires evaluation of student performance on a regular basis in the same manner as in non-laboratory classes;
  - (4) The laboratory class requires the instructor to see that it is related to and correlated with an extensive classroom lecture program and is supplemented with assigned readings in texts;
  - (5) The laboratory class requires that instructors are involved with professional development, equivalent to that in lecture courses, in order to maintain proficiency in the areas covered by the laboratory work;
  - (6) The laboratory class is described in the course outline of record which clearly identifies compliance with the five criteria above;
  - (7) The laboratory class is comparable to similar labs in at least some community colleges and four-year institutions in the state of California, by one-to-one equivalency or by use of laboratory or teaching assistants.
- d. For the purposes of this agreement, all current designated extensive preparation laboratories will retain their status. During the normal program review process, the discipline faculty will examine the laboratory classes to see that they meet the express definitions in Article X, E, 2, a and b, and the specific criteria of Article X, E, 2, c, 1 through 7 above. Any decision to change the status will be made by majority vote of the members of the affected discipline and forwarded to the Vice President of Academic Affairs. A proposed change in designation will be approved by the Curriculum Committee prior to the time the revised course is presented to the President for action by the Board of Trustees.
- e. Clinical laboratories in the Nursing Education Department are designated extensive preparation for full-time faculty and are des-

igned regular laboratory for part-time faculty.

3. Laboratory, Activity, and Performance Classes:

1 hrs. = 0.0500 FTE

(each hour = .0028 FTE)

(54 hours = .1500 FTE)

Laboratory and activity courses are those having as their primary function the development and practice of skills, and the participation in some activity and/or preparation for public performance or varsity athletic contest. In addition, defensive tactics, physical training, and all practical exercises in the Administration of Justice and Fire Science basic schools shall be included in this section.

4. Counselors, Librarians and Student Activity Coordinators

1 hrs. = 0.0333 FTE.

(each hour = .00185 FTE)

(54 hours = .1000 FTE)

- a. Counselors shall be assigned an average full-time counseling assignment which results in thirty (30) hours of duties per week. Thirty (30) assigned hours shall include, but not be limited to, student appointments, walk-in counseling, student orientation and testing, special projects, department meetings, and 2.5 hours of office preparation (prorated for counseling assignments less than 1.0000 FTE per semester.) Librarians and student activity coordinators shall be assigned an average full-time assignment which results in thirty (30) hours of duties per week. The duties described in Section G are in addition to such 30 hours.
- b. Counselors, librarians, student activity coordinators, and specific coordinators and directors who have responsibilities outside the normal fall and spring semesters will have 186 service days (ten (10) additional six (6) hour service days beyond the standard faculty calendar). These ten (10) additional service days will be compensated pro-rata and included in the faculty member's base pay for STRS purposes. Except by mutual agreement, these faculty members shall be guaranteed a period of six (6) consecutive weeks free of duty either between the spring and fall semesters or between the fall and spring semesters.
- c. The District will determine the dates and level of need for additional service outside of the normal fall and spring semesters; and then the faculty will indicate their ten (10) additional service days by campus location on the basis of seniority, except in areas where faculty have special assignments. These ten (10) additional service days will be indicated in the development of the Annual Teaching Assignment.

- d. If the District determines need for additional service at any campus location, it will staff such positions (1) by requesting full-time faculty to volunteer service at the appropriate rate from the summer or hourly schedule or as replacement for days otherwise assigned during the regular school year, at the faculty member's discretion, or (2) by recruiting part-time faculty at the appropriate hourly rate.
5. Large Group Instruction

In those areas where large group instruction is effective and where class sizes range from 90 to 120 students per section as of the census date of the section, one lecture hour will equal .1000 FTE. For part-time faculty, one lecture hour will equal one and a half (1.5) hours for the purposes of hourly compensation. This formula does not apply to television courses or classes offered through other alternative delivery systems.
6. Coaching

For advising and recruiting purposes, the head football coach shall receive .3000 FTE and the head basketball coaches shall receive .1500 FTE during the spring semester.
7. Class Sizes

The District agrees to maintain, at all locations, current class sizes in all lecture, activity, and laboratory courses — unless the Vice President of Academic Affairs and the members of the affected discipline agree to change current practice.
8. Additional or Revised Courses

Subsequent to the adoption of this article, all courses introduced into the curriculum or revised through the program review process shall be assigned one of three designations: Lecture and Theory Course; Extensive Preparation Laboratory; or Laboratory, Activity or Performance Class. This designation will be approved by the Curriculum Committee prior to the time the course is presented to the President for action by the Board of Trustees.
9. Work Experience
  - a. A contract assignment involving the instruction and supervision of work experience classes shall be calculated on the basis that each block of ten (10) students supervised shall equal 0.0666 FTE (10 students = 0.0666 FTE). A work experience instructor employed on an hourly or an overtime basis shall be paid solely on a per student basis as set forth in Appendix D.

- b. An instructor may receive no more than 0.2000 FTE for Work Experience Supervision as overload on part-time hourly pay. Exceptions to be determined by the district..
  - c. Regular and contract faculty members may carry as a portion of their contract load whatever FTE is agreed to by the District.
10. Weekly Student Contact Hours
- a. The District-wide goal shall be an average of five hundred and twenty-five (525) Weekly Student Contact Hours (WSCH) per full-time equivalent faculty (FTEF) for the fall semester, and five hundred (500) for the spring semester, calculated as of the first census date of the respective semester. Department or program WSCH/FTEF goals will be established by the District after meaningful consultation with the appropriate department and Dean of Instruction. These goals shall be consistent with the nature of instruction and with the specific mix of offerings for the department or program. If the average number of WSCH/FTEF is below five hundred twenty-five (525), or five hundred (500) as the case may be, after meaningful consultation the with appropriate Department Chairs and faculty members, the District will accomplish the WSCH/FTEF goals as it is practicable to do so by adjusting maximum class sizes and/or teaching assignments.
  - b. Implementation of the District weekly student contact hour/faculty full-time equivalent goals shall be accomplished through meaningful consultation within the respective departmental structure. Consultation will involve, among others, the respective Campus Deans of Instruction, appropriate Department Chairs, and faculty members.
  - c. It is recognized that the establishment or achievement of any WSCH/FTEF goal must actively seek to promote good education. Hence, any changes in class size or scheduling of offerings will take into account the nature of instruction, the availability of student instructional stations in classroom and/or laboratory facilities, student demand for offerings, program or sequence requirements, and the overall instructional integrity of the District. It is the intent of the District in attempting to reach the WSCH/FTEF objectives to keep to a minimum significant alterations in overall District policies.
11. Academic Senate Reassigned Time and Winter Intersession Compensation

The District shall provide 70 percent reassigned time for the Academic Senate each semester to be distributed by the Academic Senate Presi-

dent as he/she sees fit, with the President receiving a maximum of 40% reassigned time each semester. The Academic Senate will notify the District in writing of the reassigned time distribution as the yearly teaching assignments are developed. In addition, the District shall provide a maximum of 60 hours at the faculty hourly rate (Appendix B) for the Academic Senate during the Winter Intersession. These 60 hours will be distributed at the discretion of the Academic Senate President, with a maximum of 40 hours for use by the Academic Senate President. This compensation is provided for necessary, legitimate, or agreed upon college business. The Academic Senate President and others selected by the Academic Senate President will provide a timesheet specifying the hours worked and duties performed by the last day of the Winter Intersession.

#### F. Multiple Campus/Center Teaching Assignments

The District and the Association agree that multiple campus/center teaching assignments for full-time faculty are not in the best interests of the District. Full-time faculty shall not be required to teach on multiple campus/centers unless a significant staffing emergency exists. The District will attempt to fill multiple campus/center assignments with volunteers and/or part-time faculty. If no volunteers or part-time faculty exist, the District shall then select the least senior member from the discipline involved. For intercampus responsibilities required by the District, faculty will be reimbursed for mileage based on IRS regulations.

#### G. Other Duties

In addition to teaching and service hours heretofore described, all academic instructors, counselors, librarians, and student activity coordinators shall complete the balance of their regular assignment through the performance of other duties that include, but are not limited to, planning, selection, and preparing instructional material; program development; professional activities; committee assignments; department and faculty meetings; serving on selection and evaluation committees; student conference; student supervision; record keeping; supervising student organizations and extra-curricular activities; supervising instructional aids and tutors; student evaluation; District promotional activities; student counseling and advising; staff development; maintaining subject matter competency; attendance at graduation exercises; and other assignments that are determined by the District to be appropriate for effective operation.

#### H. Office Hours

Each contract and regular academic instructor shall maintain at least five (5) office hours per week spread over at least three (3) separate days at reasonable and appropriate times during the assigned academic calendar year to be

devoted to student conferences. During the final examination week the faculty member may schedule the office hours in a manner other than on three (3) separate days. A schedule of office hours shall be posted on or adjacent to the faculty member's office door, and included on the Teaching Assignment form. During a compressed sixteen-week semester, contact and regular faculty shall hold one 70-minute office period for each .2000 FTE of their annual load. Those who teach part of their yearly assignment during the intersessions shall prorate their required office hours (.2000 = 1 hour). For distance learning courses, the District and the faculty member will agree upon reasonable and appropriate office hours.

#### I Part-time Faculty

1. Part-time faculty are employed on a semester-by-semester basis (with no contract implications), at the discretion of the District. Those part-time faculty who have performed satisfactory service to the District may, in most instances, receive tentative assignments over new part-time applicants if part time assignments are available in their area of qualification.
2. Part time faculty may not exceed an academic year (fall, winter, and spring terms) total assignment of 1.2000 FTE, subject to interpretation of the California Education Code and Title 5 Regulations. Community Services and not-for-credit instruction will not be included in the calculation.

#### J. Contact Hour

For purposes of this Agreement, a "contact hour" is fifty (50) minutes; however, in a compressed sixteen (16) week semester, a "contact hour" is sixty-one (61) minutes.

#### K. Notification

The District shall make reasonable efforts to notify faculty members of their tentative teaching assignments no later than the time at which the initial schedule is submitted for printing. It is understood that such tentative assignments are subject to change.

#### L. Consecutive Class Hours

Faculty members shall not be assigned, in a given workday, more than three (3) consecutive (uninterrupted) lecture or class hours, or more than two (2) lecture or class hours preceded or followed by one (1) laboratory period, or more than two (2) consecutive laboratory periods. Exceptions may be permitted in cases where a faculty member agrees. Excluded from this provision are non-teaching assignments and teaching assignments in activity classes.

## M. Preparations

No more than three (3) preparations (different courses) per academic semester, or five (5) per academic year, shall be assigned a faculty member, except where a faculty member agrees to a different type of teaching assignment, or where program structure dictates otherwise (e.g. Dental Technology, Nursing, Physical Education).

## N. Overload Assignments

1. Full-time faculty members shall be limited to a maximum overload of 0.6000 FTE per semester. Classes suitable for overload assignment shall be made available to qualified full-time faculty before being offered to part-time faculty.
2. Where part-time assignments are available, preference will be given to full-time faculty members who request an overload assignment and meet the minimum qualifications. However, no full-time member will be required to accept an overload assignment.
3. If a class that is part of a full-time faculty member's contract load is canceled due to insufficient enrollment, the overload assignment of that faculty member shall be counted as the necessary part of the contract assignment.
4. If a portion of a full-time faculty member's contract load is canceled due to insufficient enrollment, and he/she has no overload assignment to be applied toward the completion of a contract assignment, a similar course(s) shall be reassigned from a part-time instructor on the campus/center where the regular, full-time faculty member has the majority of his/her assignment, unless he/she elects to take the reassignment at another location. Where a reassignment from a part-time instructor is unavailable, similar course or courses shall be reassigned from the overload(s) of full-time faculty members at the campus/center where the regular full-time faculty member has the majority of his/her assignment unless he/she elects to take the reassignment at another location.
5. With the approval of the Vice President, Academic Affairs, faculty members may work an overload before 2:00 p.m. if one is available, if it is in the best interests of the District, and if it does not interfere with other professional obligations listed in Article X, Section G.



## **Article XI - IMPROVEMENT OF INSTRUCTION and TENURE REVIEW**

### **A. Purpose of Evaluation**

1. The purpose of the evaluation procedure set forth in this article is to assess the performance of the college faculty, with emphasis on the strengthening of instruction, and to make recommendations toward continued employment.
2. For contract faculty, the purpose of evaluation is to monitor and to assist the contract faculty member in meeting the responsibilities for the position under which he/she was hired (as specified in the job announcement), to assess and advise the contract faculty member of his/her professional strengths and weaknesses, and to make reasonable efforts to encourage and aid him/her to overcome any deficiencies. The purpose of this process is to determine if the contract faculty member continues to exhibit the professional competencies and qualifications consistent with the job announcement, as advertised, or assignment made by the District in the intervening time, and to contribute such information to the process of decision making for the retention of contract faculty.
3. For regular faculty, the purpose of evaluation is to strengthen the instructional skills and professional contributions of the faculty member.
4. For part-time faculty, the purpose of evaluation is to assess the professional performance of the part-time faculty, to advise the faculty member of his/her professional strengths and weaknesses, and to ensure that the part-time faculty member is teaching the course in a manner consistent with the official course outline of record and with the standards of the discipline and/or department.

### **B. Frequency of Evaluation**

1. Every contract faculty member shall be evaluated formally during the first semester of employment and in the fall semester of each of the following three years.
2. Every regular faculty member shall be evaluated once every three years, usually in the spring semester.
3. Every part-time faculty member shall be evaluated during the first term of hire, every other semester for the first two years, and at least once every three years thereafter.

## C. Evaluation Procedures

### 1. For Contract Faculty

- a. A tenure review and evaluation committee shall be formed and meet during the first four weeks of employment. This committee shall serve as a standing committee until the contract faculty member is granted tenure or has his/her contract non-renewed. The committee shall consist of three (3) tenured faculty in the contract faculty member's discipline (or closely related discipline if tenured faculty are not available), the Department Chair, and an academic administrator, who will chair the committee. Departments and/or disciplines shall appoint the tenured faculty members to the committee in order of seniority. At least, one tenured faculty member who served on the contract member's initial hiring committee shall be appointed. If a vacancy on the committee occurs before the committee has completed its responsibilities, a replacement tenured faculty member shall be selected by the Department Chair or, if an administrator, by the president or his/her designee. All tenured faculty have a professional obligation to serve on one or more tenure review committees as part of their professional responsibilities. They may serve, but are not required to serve, on more than two (2) committees. The contract faculty member undergoing review shall be present at all meetings of the review committee.
- b. The committee's primary duty is to make a recommendation regarding the contract faculty member's continued service to the District. The committee should assist the contract faculty member in meeting and fulfilling the job-responsibility criteria set forth in the job announcement under which the contract faculty member was appointed. Using the criteria in the advertised job announcement, the committee, in consultation with the contract faculty member, shall establish (1) the scope and process it will follow in evaluating the performance and professional competencies of the contract faculty member and (2) the manner by which the contract faculty member can receive assistance. The committee Chair will send a written record of the scope and process determined to all committee members and to the contract faculty member within five (5) working days of the committee's initial meeting. The committee shall meet at least once during the spring semester of each academic year as a follow-up to the formal review completed during the fall semester.

At a minimum, the review committee's yearly report shall include written administrative and peer reviews from classroom visitations from each member of the committee, student surveys of all classes (or alternative instruments for non-teaching faculty), establishment of tentative professional growth goals, and evidence of subject-matter proficiency. The review may include, but is not limited to, adherence to course outlines of record; communica-

tion skills, both written and oral; exploration of alternative delivery methods including computer, video, or other electronic media; timeliness and accuracy of Class I records and reports for which he/she is responsible, fulfillment of flex-time obligations, and involvement in student activities. Each member of the committee shall write a narrative statement supporting his/her overall judgment of the contract faculty member's fulfillment of the job responsibilities as listed in the advertised job announcement or as subsequently assigned by the District. Contract faculty members in the second, third, and fourth years of service shall submit to the committee a written report of professional activities relevant to their performance at the college during the past year. Any discussion of the report is limited by the scope of the evaluation. After completion of the formal report, the committee may review, for informational purposes only, the contract faculty member's grade distribution and retention statistics. This information shall not be part of the formal review process or report.

- c. The committee shall not include documents other than those produced or requested by the review committee in the tenure record, except by agreement of the members of the committee. Contract faculty members have the right to respond in writing to any documents placed in the tenure review and evaluation record.
- d. Continuation of Contract: By the end of the first semester of employment and by the end of the fall semester of each year thereafter, by majority vote, the committee shall make a recommendation for renewal or non-renewal of contract to the administration for action as specified under the law. Committee dissenting opinions or differing opinions must be included with the recommendation of the majority. The entire record shall be forwarded to the Vice President of Academic Affairs. If the administration or the contract faculty member disagrees with the recommendation, either the administration or the contract faculty member may request that the matter be reviewed by a three-person appeal panel before the March 15<sup>th</sup> deadline. Such appeal panel shall consist of the College President, the Academic Senate President, and the Association President, or their designees. If the appeal panel is unable to reach consensus, the matter shall be referred to the Review Committee as hereafter set forth.

The Review Committee shall consist of the administrator on the original committee, the senior faculty member on the original committee, and an additional faculty member appointed by the majority of the members of the Appeal Panel. The Review Committee shall make a recommendation to the College President or designee and to the tenure review committee.

The College President shall make his/her recommendation to the Board of Trustees and include the complete written record from all committees in his/her recommendation to the Board of Trustees.

- e. Tenure: By the end of the fall semester of the third or fourth year, by majority vote, the committee shall make a recommendation for tenure to the administration for action as specified under the law. Committee dissenting opinions or differing opinions must be included with the recommendation of the majority. The entire record of tenure review shall be forwarded to the Vice President of Academic Affairs. If the administration or the contract faculty member disagrees with the tenure recommendation, either the administration or the contract faculty member may request that the matter be reviewed by a three-person appeal panel before the March 15<sup>th</sup> deadline. Such appeal committee shall consist of the College President, the Academic Senate President, and the Association President, or their designees. If the appeal panel is unable to reach consensus, the matter shall be referred to the Review Committee as hereafter set forth.

The Review Committee shall consist of the administrator on the original committee, the senior faculty member on the original committee, and an additional faculty member appointed by majority by the Appeal Panel. The Review Committee shall make a recommendation to the College President or designee.

The College President shall make his/her recommendation to the Board of Trustees and include the complete written tenure-review record from all committees in his/her recommendation to the Board of Trustees.

## 2. For Regular Faculty

- a. The campus dean of instruction shall establish a peer-review committee during the spring semester for each regular faculty member undergoing review. The committee shall consist of two faculty members from the regular faculty member's discipline or a closely related discipline and an academic administrator in consultation with the faculty member undergoing review. One member shall be selected by the Department Chair and one by the faculty member undergoing review. At least one of the selected members shall be a tenured member of the faculty. The senior faculty member shall chair the committee.
- b. The scope and process of the review shall be determined by the committee in consultation with the faculty member under review. The campus dean of instruction may request that the committee consider factors identified by the administration that affect the faculty member's performance as a tenured member of the faculty. The review should focus on strengthening the faculty member's instructional skills and professional contributions to the college. Within five (5) working days, the chair will submit a written record of the scope and process to the campus dean of instruction, the regular faculty member and the other members of the committee.

- c. At a minimum, the scope and process of the review shall include, written peer reviews by members of the committee, student surveys of at least two classes (or alternative instruments for non-teaching faculty), a classroom visitation by at least one of the peer reviewers. The review may include, but is not limited to, subject matter expertise and evidence of subject matter currency; adherence to course outlines of record; communication skills; including written teaching materials and oral communication; exploration of alternative delivery methods, including computers, video, or other electronic media; timeliness and accuracy of Class I records and reports for which the faculty have responsibility; fulfillment of flex-time obligations; service on District or department committees; and involvement in student activities. Regular faculty members may submit to the committee a written report of professional activities relevant to their performance during the past three years. This report is used for discussion purposes only during the review. After completion of the formal review process, the committee may review, for informational purposes only, the faculty member's grade distribution and retention statistics. This statistical review is not part of the formal process.
- d. At the conclusion of each review, the committee shall prepare a written report that includes a cover sheet where each reviewer shall state whether the faculty member's performance is "satisfactory" or if there is a "need for further improvement." The faculty member shall be given a copy of the report and shall sign the report to indicate that he or she has received it. If the majority of the reviewers determine that the regular faculty member needs improvement, the committee will indicate, as part of the formal report, the specific instructional areas to be improved. If the administration or the regular faculty member disagrees with the recommendation, either the administration or the regular faculty member may request that the matter be reviewed by a three person appeal panel. Such panel shall consist of the College President, the Academic Senate President, and the Association President, or their designees. If the majority of this appeal panel determines that further review is needed, the matter shall be referred to the Review Committee as hereafter set forth. The faculty member being evaluated may file a written disagreement to be included in the formal report.
- e. In the event that a majority of the committee determines that there is a "need for further improvement," a second review committee, as set forth hereafter, shall be established. The committee shall consist of three tenured faculty members from the evaluatee's discipline (or closely related discipline if no faculty are available in the District) in order of seniority; the Department Chair and an academic administrator, who will chair the committee. The second review committee shall establish the scope of the review, which shall be reduced to writing within five (5) working days.

The second review committee may conduct any type of administrative, peer, and/or student evaluation it deems necessary in assessing the faculty member's performance and providing guidance for improving instruction and/or professional performance that was identified as needing improvement by the first review committee. Unless the faculty member requests and the review committee agrees, the review shall begin in the semester following the semester in which the "need for improvement" rating is received.

- f. The second review committee shall prepare a written report which shall provide a determination of "satisfactory" or "unsatisfactory." The overall rating shall be by majority vote, but each member of the committee shall designate the rating he/she believes is appropriate. Within 15 days of the receipt of the written report, the faculty member may file a written disagreement. If a majority of the second review committee determines that the faculty member's performance is "unsatisfactory," the committee shall determine specific objectives and/or goals, in consultation with the faculty member, to help the faculty member improve in the areas specified by the peer reviewers. The second review committee may recommend only one (1) additional review, which shall begin no later than one (1) year from the date of the first report. This second review committee shall establish a specific remediation plan and shall determine, within the timelines established by the committee and in consultation with the faculty member, whether or not the faculty member has met the specific objectives set forth in the remediation plan. A written report shall be sent to the President of the College and to the faculty member.

### 3. For Part-Time Faculty

- a. Prior to initiating the improvement of instruction process, Department Chairs shall notify part-time faculty members that they are undergoing review.
- b. The scope and process for the review shall include classroom observation, student surveys of all classes, and a Department Chair's report. The review shall be directly related to the part-time faculty member's performance and may include, but not be limited to, subject matter expertise, communication skills, adherence to course outlines of record, and timeliness and accuracy of required Class I records and reports.
- c. The Department Chair or designee shall conduct a classroom observation and complete a written report, which will include a review of the student surveys.
- d. The Department Chair shall prepare the final report that may include appropriate comments and recommendations to be discussed with the part-time faculty member.
- e. After completion of the evaluation review, the Department Chair

may review, for informational purposes only, the faculty member's being evaluated grade distribution and retention statistics. This review is not part of the formal process or report.

- f. A copy of the evaluation review report shall be provided to the part-time faculty member, who will sign it to indicate that he or she has received the report. The part-time faculty member may submit a written disagreement to the Department Chair within fifteen (15) working days of receiving the report.
- g. The signed report (and written disagreement if submitted) shall be sent to the appropriate campus dean of instruction for review and then forwarded to the Office of Human Resources to be included in the part-time faculty member's permanent file.

#### D. Miscellaneous Matters

- 1. A faculty member undergoing a second-level review is not eligible to be on an improvement of instruction committee and cannot be required to serve on any other college committee.
- 2. No regular faculty member shall be required to serve on more than one improvement of instruction committee per semester in addition to the tenure review committees, except in those cases where voluntary participation is not sufficient to carry out the required evaluations. No faculty member shall be required to serve on an improvement of instruction committee during his or her semester of evaluation.
- 3. Only the process, and not the content, of the evaluation shall be subject to the full grievance arbitration process. In the event there is a "non-renewal" decision for a third or fourth year contract faculty member, the content of the evaluation may be grieved by the affected contract faculty member but such grievance shall not be subject to arbitration. In the event there is a decision of "unsatisfactory" for a regular faculty member, the content of the evaluation may be grieved by the affected regular faculty member but such grievance shall not be subject to arbitration.

## **Article XII - PERSONNEL FILES**

- A. The official personnel file of an academic employee shall be maintained at the District's Office of Human Resources. Said file shall be available for inspection as set forth hereafter and shall be the file upon which any disciplinary action against the employee may be based.
- B. Every academic employee shall have the right to inspect his or her personnel file upon request, provided that the request is made at a time when there would be minimal interruption of such person's services to the District and when the personnel clerk/administrator responsible for files is available to be in attendance. Personnel files, which may be inspected, shall not include such materials as ratings, reports, or records which were obtained prior to the employment of the person involved or were prepared by identifiable examination committee members or were obtained in connection with a promotional examination.
- C. Information of a derogatory nature, except materials mentioned in Section B of this Article, shall not be entered or filed unless and until the employee is given notice and the opportunity to review and comment thereon. An employee shall have the right to enter, and have permanently attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during business hours, and the employee shall be released from duty (but not during such employee's teaching hours) for this purpose without any salary reduction. Derogatory information placed in the personnel file shall identify the source(s) of such information or, alternatively, where the source is a current student and where confidentiality of such source is appropriate, the information shall not be placed in the file unless the supervisor placing the material in the file has conducted an appropriate investigation of the circumstances. In such cases, the supervisor shall set forth the nature of the investigation conducted.
- D. Personnel files shall be available for inspection during regular office hours each day the Office of Human Resources is open for business. At least two (2) days each week the office shall be open during the noon hour.
- E. All material of an evaluative nature subsequent to employment placed in the personnel file shall indicate the date it was prepared or placed in the file and who was responsible for its preparation.
- F. Within thirty (30) calendar days from the date a District official, with evaluation responsibility over an employee, is notified of a complaint by a student or member of the public against such employee, the employee shall also be



notified of the complaint, or such complaint may not be entered into the personnel file.

- G. Written statements of a positive nature received by the District pertaining to the employment performance of a faculty member shall be placed in the faculty member's personnel file upon the faculty member's request.
- H. If subsequent to the entry of derogatory information into the personnel file, the District determines that the information is inaccurate in some respect, a statement setting forth the correct information shall be permanently attached to the statement containing derogatory information, and the employee shall be provided a copy.

## **Article XIII - LEAVES**

The benefits that are expressly provided by this Article XIII are the sole leave benefits which are part of this collective bargaining agreement.

### **A. Definitions**

1. "Paid Leave of Absence" means that an academic employee is entitled to receive wage and fringe benefits to which the employee is normally entitled except as otherwise noted in this Agreement. Contract and regular faculty members on paid leave will receive credit for annual salary increments provided during leave.
2. "Unpaid Leave of Absence" means that an academic employee shall not receive wages and fringe benefits during the period of leave. Contract and regular faculty members who begin an unpaid leave during any pay period shall receive fringe benefits provided for in this Agreement for the balance of that pay period. After that pay period, payments for fringe benefits by the District will cease. After such cessation, employees, while on unpaid leave status, shall be allowed to continue such coverage at their own expense, where such is permitted by the terms of the insurance plan, provided they make advance payment of the premium in the manner established by the District. Where an employee is on unpaid leave during a school year for the equivalent of one (1) semester or more, he/she shall not receive a step increase for such year.

### **B. Sick Leave (Paid Leave)**

1. All regular and contract faculty members employed on a ten-month basis shall be entitled to ten (10) days of sick leave per College year. Sick leave accrual and use shall be calculated and posted to the employee's record on the basis of one-half (1/2) or full-day increments and not in any other portion. Sick leave is cumulative indefinitely and shall be transferable, upon request by the employee, between school districts pursuant to the Education Code.
2. On the first day of every college year, each contract and regular employee shall be credited with a sick leave allotment equal to that employee's sick leave entitlement for the College year. An employee may use such credited sick leave at any time during the College year, in accordance with the provisions of this Agreement.
3. Contract and regular employees whose assignment is less than full-time shall be entitled to sick leave on a basis proportional to that of a full-time employee.
4. Sick leave is allowed for part-time hourly academic employees on an

earned, accumulative basis of one (1) hour of sick leave, with pay, for each eighteen (18) hours of teaching. In the event a class is not taught due to a scheduled holiday, the hour or hours normally taught on such day shall count in such computation. Accumulated sick leave is lost if the teacher has a break in service with the District of two (2) years or more. Sick leave earned by part-time hourly academic employees may not be added to sick leave earned by regular and contract faculty.

5. Accrued sick leave shall be reduced only for time lost wherein the employee would otherwise be required to render service to the District. An employee may use sick leave for disabilities caused or contributed to by pregnancy and recovery therefrom, for absence due to an appointment with a physician or dentist, and when quarantined by the County of City Health Department because of another's illness.
6. A statement from a physician verifying the employee's illness may be required by the Vice President, Administration and Finance. In those cases where an employee is aware that he/she will be absent for twenty (20) days or more, the employee shall notify the immediate supervisor of the situation and shall be required to provide the District with a statement from the employee's physician confirming the disability and prognosis, and an estimate of the anticipated term of absence. When that term is indefinite, a subsequent statement may be required by the District. In such cases and prior to the employee's return to such employee's assignment, a statement from the physician verifying the employee can return to the employee's assignment without detriment to the employee or others must be submitted to the Office of Human Resources by the employee.
7. When an employee has used all or a portion of the sick leave allowable and subsequently fails to serve the District for the balance of the College year, an appropriate dollar amount shall be deducted from the employee's final salary warrant. The appropriate amount shall equal the employee's daily rate of pay, times the number of sick days used, but not covered by earned sick leave. This section shall not be construed to affect amounts an employee may be entitled to receive under Section C and D of this Article.

C. Extended Illness Leave (Paid Leave)

When a contract or regular faculty member has been sick for an extended period of time, and accumulated sick leave is not available, or the employee makes the election provided below, the employee shall be paid 50% of the employee's regular salary, whether or not a substitute is employed. This benefit shall apply for up to five (5) calendar months for any illness in any College year. The five (5) month period begins for the first illness in any College year on the day of absence following the last day of sick leave earned during that year, except that

if the employee has more than twenty (20) days of earned sick leave accumulated, the five (5) month period shall not begin until the twenty-first day of absence. An employee with more than twenty (20) days of accumulated sick leave may elect as of the twenty-first day of absence or thereafter to receive this extended illness benefit and not to use up his/her remaining accumulated sick leave account while receiving this benefit. Any such election must be in writing. If the election is made after the twentieth day, the period of this extended illness leave benefit shall be reduced by the same number of days as there are between the twentieth day and the day written election is received.

#### D. Industrial Illness and Accident Leave (Paid Leave)

Employees covered by this Agreement who are absent from duty because of industrial illness or injury qualifying for worker's compensation and who have been continually employed by the District for at least one (1) year may be granted up to sixty (60) working days of Industrial Illness and Accident leave. Such leave shall not be accumulative from year-to-year.

1. An employee shall be deemed to have recovered from an industrial illness or accident and thereby able to return to work at such time as the employee's physician verifies that there has been such a recovery. The District, at its own expense, may require the opinion of another physician.
2. When an employee is absent from duties because of industrial illness or accident, the employee shall be paid such portion of the salary due such employee for any month in which the absence occurs as, when added to the employee's temporary disability indemnity will result in a payment to the employee of not more than such employee's full salary.
3. The employee shall endorse to the District the temporary disability indemnity checks received because of industrial illness or accident. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
4. Any employee receiving benefits under this section shall, during the period of illness or injury, remain in the State of California unless otherwise authorized by the District.
5. Reporting industrial illnesses and accidents shall be the responsibility of the employee so afflicted. Such report shall be made to the District Office of Human Resources within twenty-four (24) hours of the time of the accident or the start of the illness, unless exceptional circumstances preclude such notification.
6. Upon termination of the sixty (60) days of leave authorized by this section and if the absence continues, the employee may use that portion of accumulated sick leave to maintain income equal to the regular salary

paid by the District. However, an employee may not receive income in an amount which exceeds that employee's regular salary.

E. Bereavement Leave (Paid Leave)

1. A contract or regular faculty member shall be eligible for a temporary leave of absence for the death of any member of his/her immediate family, without loss of salary. This leave will not exceed three (3) consecutive scheduled workdays. In the event of the death of an employee's parent, spouse, or child, said leave shall be up to five (5) consecutive scheduled workdays. If out-of-state travel or travel of more than three hundred (300) miles one way is required, two (2) additional consecutive days will be authorized. The additional days must be requested prior to or during the authorized bereavement leave.
2. Days of leave, whether paid or unpaid, beyond those describe above may be provided under the terms of Personal Necessity Leave as defined in this Article. Additional days of leave for bereavement purposes may be granted by the District. Days used shall be taken consecutively unless prior written authorization is obtained from the District.
3. "Immediate Family" for the purposes of this Agreement, means those relatives or step-relatives bearing the following relationships to the employee or the employee's spouse: son, daughter, spouse, mother, father, sister, brother, grandchild, guardian, foster-child, foster parent, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, step-child, uncle, aunt, niece, nephew, or any other person living in the employee's household. At the discretion of the District, other relatives of the employee or employee's spouse may be considered as immediate family for purposes of bereavement leave.
4. To receive bereavement benefits, an employee must notify his/her Department Chair prior to the start of the next scheduled workday. If such notification is not feasible, then notification must be made as soon as possible. Upon an employee's return from bereavement leave, the District may require necessary proof that he/she met eligibility requirements for bereavement leave.

F. Personal Necessity Leave (Paid Leave)

1. An employee shall be entitled to use seven (7) of his/her ten (10) credited sick leave days per year in cases of personal necessity.
  - a. Personal necessity for which advance authorization is not necessary shall include any of the following:
    - (1) An accident or act of God involving the employee's property or the person or property of a member of the employee's immediate family, or imminent danger to the home of an em-

ployee. Such accident or imminent danger must be serious in nature, involve circumstances the employee cannot disregard, and require the attention of the employee during such employee's assigned hours of service.

- (2) An illness of a member of the employee's immediate family as defined in this Agreement, serious in nature, which under the circumstances the employee cannot disregard, and which requires the attention of the employee during such employee's assigned hours of service.
- (3) In the foregoing cases, the employee shall notify the District as soon as is reasonably possible.

b. Personal necessity requiring advance authorization before being absent from duty shall include the following:

- (1) Required court appearances as set forth in Section I of this Article.
- (2) Recognized days of observance of an employee's personal faith. Personal necessity leave for such purposes shall be granted only when attendance at such employee's place of work would make impossible observance of that recognized day by the religious worship called for by the employee's faith.
- (3) Personal business of the employee which is serious in nature includes circumstances the employee cannot disregard, and requires the attention of the employee during assigned work hours. A request for such leave must be submitted three (3) workdays in advance of the requested leave date and shall be limited to no more than three (3) of the total leave days available for personal necessity. No more than 5% of the employees covered by this Agreement may use personal necessity in this manner on the same day.
- (4) Leave for purposes of adopting a child or caring for a newborn child.
- (5) The death of a member of the employee's immediate family when the number of days of absence exceeds the limit provided in Section E of this article.

2. The following limits and conditions are placed upon allowing personal necessity leave and personal necessity leave pay:

- a. The days allowed shall be deducted from and may not exceed the number of full-pay days of sick leave to which the employee is entitled.

- b. The personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.
- c. Payment for such absence shall be made only upon completion of a written request by the employee to the District setting forth the reason for the absence and such absence was due to a situation designated as a personal necessity within the meaning of this section.

G. Military Leave - Temporary (Paid Leave)

A contract or regular faculty member called to temporary military duty shall be granted military leave as required by the California Education Code and the Military and Veterans Code.

H. Jury Duty (Paid Leave)

Contract and regular faculty members called to jury duty shall be granted up to thirty (30) days of paid leave of absence when required hours of jury service conflict with required hours of service in the District. The District may grant additional jury duty leave days beyond the thirty (30) provided above. Notice of call to jury duty shall be reported to the Office of Human Resources. Juror's fees, exclusive of mileage allowance, received by the faculty member shall be deposited in the Business Office to the credit of the District.

I. Court Appearance Leave (Paid/Unpaid)

- 1. Upon request, employees will be granted unpaid leave or personal necessity leave (up to the maximum allowed) at the employee's discretion, to appear as a party in court in actions in which the District is not involved or as a witness in a court action pursuant to subpoena. Such request shall be submitted at least three (3) days in advance of said appearance when receipt of court notice so permits.
- 2. Employees who appear as litigants/complainants against the District in any court action will be granted unpaid leave.
- 3. Employees appearing in court on behalf of and/or at the request of the District shall be granted paid leave for whatever time such appearances in court cause the employees to be absent from work.

J. Legislative Leave (Unpaid)

- 1. A tenured employee who is elected to the State Legislature or Congress shall be granted, upon request, an unpaid leave of absence for the length of the term or terms in office.
- 2. Employees on such leave shall notify the District of intended return at least six (6) weeks prior to the expiration date of the leave.

K. Health Leave (Unpaid)

1. The District may grant an employee a leave of absence without pay for reasons of health. Such leave will be for a period neither less than one (1) semester nor more than one (1) year. A Statement of Need by a physician is required with the application. The District may obtain, at District expense, the opinion of a physician chosen by the District. Probationary or tenure status of an employee requesting health leave will not be affected if such leave is granted.
2. The employee shall notify the District of the employee's intended return date at least two (2) weeks in advance of the expiration date of the leave.
3. The request to return from a health leave shall be accompanied by a statement from the employee's physician, indicating that the employee can return to full-time employment without detriment to the employee's health. The District may request, at District expense, the opinion of a physician chosen by the District.
4. Employees on health leave may accept a position in another district only upon prior approval by the District.

L. Maternity Leave (Unpaid)

The District shall provide for leave of absence from duty for any contract and regular faculty member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee's physician and be subject to the District's approval based upon an evaluation of a physician retained by it. (Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.)

M. Sabbatical Leave

Sabbatical Leave, a leave of absence granted by the District not to exceed one academic year to provide the opportunity to prepare for improved services to the District. Sabbatical leave is part of the total professional growth program and should consist of study and/or research or return to industry or business for the purpose of improvement of the individual's contribution to the District.

1. Eligibility:
  - a. *Status* - Employee must have a status as a regular employee.
  - b. *Service* - Employees must have rendered service in the District in a position or positions requiring certification qualifications for at least seven (7) consecutive years immediately preceding the beginning of the leave. Upon the completion of a sabbatical leave, at least six



(6) years of additional service shall precede a subsequent sabbatical leave. Absence from service on a sabbatical leave granted by the Board of Trustees shall not be counted as a break in service.

2. A sabbatical leave will fulfill one (1) or a combination of the following purposes:
  - a. Course work and instructional programs – (see Board Policy 3080 for definition)
  - b. Professional publications – (see Board Policy 3080 for definition)
  - c. Independent study – (see Board Policy 3080 for definition)
  - d. Return to industry – (see Board Policy 3080 for definition)
3. Requirements and Procedures:
  - a. Criteria to be used in the granting of sabbatical leaves have been determined by Board Policy 3080.
  - b. The President’s recommendation for approval of sabbatical leave to the Board of Trustees will be contingent upon the availability of qualified personnel to assume the applicant’s duties.
  - c. Applications for sabbatical leave must be filed with the Professional Growth and Sabbatical Leave Committee through the Office of the Vice President, Academic Affairs, for their recommendation to the President no later than February 28 for the following academic year, and no later than May 15 for the following spring semester only. These dates may be waived by the District where timely application is prevented by the procedures of other institutions or governmental agencies. The President shall give notice to the applicant whether the request is granted or rejected within sixty (60) days after these filing dates. In case of rejection, the specific reason(s) shall be provided, in writing, to the applicant upon request.
  - d. The application must be accompanied by a Certificate of Health signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study or research proposed.
  - e. A sabbatical leave once granted may not be terminated before the date of expiration, except as otherwise provided herein or as otherwise agreed upon by the District.
4. Compensation for Sabbatical Leave:
  - a. *Salary Status* - Absence on sabbatical leave shall count as a regular period of service and shall not interrupt the employee’s progress on the salary schedule.
  - b. *Rate of Compensation* - The academic employee who has been

granted sabbatical leave and who has complied with the provisions under which such leave was granted will receive 70% of his/her regular faculty salary placement for a full academic year's leave, or his/her full faculty salary for a semester's leave. Academic employees on such leaves may be granted leave for the academic year at full faculty salary, provided they perform 30% of their duties during the year.

If it is determined that it is in the best interest of the District and at the sole discretion of the Board, a sabbatical leave at 100% pay may be granted for reasons to include, but not limited to, pursuing study for a terminal degree or to train in a field other than the one of hire so the individual can continue service to the District.

- c. An employee on sabbatical leave may work outside the District if that employment will enhance the employee's contribution to the District. An employee on sabbatical may be employed as a summer session or extended day staff member in accordance with regular Board policy; however, the employee shall not engage in any other employment during the term of the sabbatical leave, if it interferes with the primary purpose of the sabbatical which is to provide time for study. The foregoing shall not preclude a research grant or a return to industry or business which is part of an approved sabbatical leave. A Faculty member on a 70% leave may accept, with the Professional Growth and Sabbatical Leave Committee's approval, another position which does not constitute more than one third of his/her average load over the last three years. A faculty member on a 100% leave may only earn salary which directly offsets verifiable expenses of the sabbatical. The District may request copies of the employee's W2 statements at the end of the sabbatical period.
- d. Any educational or research grant such as might be provided through government or foundation sources, which when added to the sabbatical compensation paid by the District exceeds 100% of the normal salary, shall cause the reduction of the District payment so that the combined grant and the District payment will not be more than 100% of contract salary.
- e. Compensation for Return to Industry Leave — Financial remuneration from the business or industry sponsoring a Return to Industry Leave may be accepted by the faculty member instead of the District salary if it is greater. If the District salary is greater than that offered by the business or industry, the actual amount of the sponsoring agency's salary will be paid to the district to offset the district salary payment to the faculty member. IRS forms will be provided to the District to verify salary payments by the sponsoring

agency.

- f. *Method of Compensation* - The salary for sabbatical leave shall be received in the same manner as if the employee were teaching in the District. The employee and the District shall share equally in the cost of providing a suitable bond indemnifying the District against loss in the event that the employee fails to render at least two (2) academic years' service in the Riverside Community College District immediately following such leave.
- g. *Accident or Illness* - Interruption of the program of study or research caused by serious accident or illness during a sabbatical leave shall not affect the amount of compensation to be paid the employee under the terms of the sabbatical leave. However, the President must be notified by registered mail within ten (10) days after the occurrence of the accident or illness, and a doctor's statement verifying the accident or illness must be submitted.

5. Retirement:

Sabbatical leave shall count toward retirement, and the retirement and annuity contributions of the employee shall be collected.

6. Status Upon Returning From Sabbatical Leave:

- a. At the expiration of a sabbatical leave, the certificated employee who has been granted such leave shall be reinstated, unless otherwise agreed, in the position held at the time the leave was granted.
- b. Notwithstanding any other provision of this Agreement, the faculty member shall remain in the service of the District for a minimum of two (2) academic years following completion of the sabbatical leave.

7. Reports on Sabbatical Leave:

- a. Interim reports may be required by the President.
- b. Each employee returning from sabbatical leave shall file a final written report with the President not later than one (1) month after the day on which the employee resumes active service. A final report shall include, but not be limited to, the name of the institutions attended, courses pursued, credits received or experience gained, together with the employee's appraisal of the professional value of the activities while on leave and the manner in which the knowledge and experience gained may be applied to the benefit of the Community College District.

N. Professional Improvement Leave

- 1. The District may grant a short-term leave of absence, with or without pay,

for purposes of conference attendance or for other purposes which provide a benefit to the District.

2. If the District proposes to eliminate an instructional program/area, tenured faculty may apply for a paid leave to retrain in another and/or related instructional area. An instructional plan shall be developed jointly by the tenured faculty member, the Professional Growth and Sabbatical Leave Committee, and an Equivalency Committee appropriate for the area. If it is then determined to be in the best interest of the District and at the sole discretion of the Board of Trustees, a leave of up to one (1) year and up to 100% pay may be granted by the Board so the tenured faculty member can continue service to the District.

O. Substitutes

The District may request, but shall not require, a faculty member to substitute for another faculty member who takes leave pursuant to this Article.

P. Other Leaves

1. The District may grant leaves for reasons not otherwise set forth in this Article.
2. If it is determined that it is in the best interest of the District and at the sole discretion of the Board of Trustees, a leave of up to one (1) year and up to 100% pay may be granted to a regular faculty member for reasons to include, but not limited to, pursuing study for a terminal degree or to train in a field other than one of hire.

- Q. When a faculty member returns from an extended leave, the campus Dean of Instruction in consultation with the Department Chair will determine the effect the return to the classroom will have on the educational progress of students. If it is determined that a return to the classroom is not in the best interest of students, then the employee, Department Chair, and campus Dean of Instruction shall mutually agree upon an appropriate non-teaching assignment for the remainder of the semester. The assignment will be designed to require not less than thirty (30) hours per week of on-campus activity, including those hours required for the employee to fulfill other duties as described in Article X, Section F. Assigned activities may include, but not be limited to, curriculum review and development, program planning, materials preparation, classroom research, and other such activities singly or in combination thereof. Returning employees may be assigned suitable activities in appropriate administrative offices relating to academic affairs, student services, planning and development, and administrative services.

## **Article XIV - SAFETY CONDITIONS OF EMPLOYMENT**

### **A. Safety and Health**

The District shall provide a work place which is safe for its employees.

### **B. Report of Incident**

Should a faculty member be attacked, assaulted, menaced or abused by any person in the course of employment, he/she shall report the incident to the Department Chair and/or the campus Dean of Instruction who shall promptly report the incident to the District Office of Campus Safety and Police and to the Dean of Student Services. This procedure does not preclude the faculty member reporting the incident to any of the above or to a local law enforcement agency. The District shall comply with any reasonable request for information in its possession relating to the incident and the persons involved.

### **C. Report of Threat**

Any citizen, parent, or student threat of physical harm against a faculty member shall be reported as soon as possible to the faculty member by the supervisor receiving the threat.

## **Article XV - REDUCED TEACHING SERVICE PROGRAM**

In accordance with Education Code provisions, the District herewith establishes a Reduced Teaching Service Program, and the same shall be implemented by regulations set forth in the following sections:

- A. An academic employee must be 55 years of age or older to participate in the Reduction of Workload Program.
- B. The employee must have been employed full time in a position requiring State of California minimum qualifications for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.
- C. An academic employee of the District may apply for reduced employment in one-year segments for a maximum of five (5) years from date of first year of reduced employment. One-year contracts for reduced employment are renewable on a yearly basis, subject to the approval of the employee and the District.
- D. The option of reduced employment is initiated at the request of the employee. The contract for any given year can be revoked only with the mutual consent of the District and the employee.
- E. The employee shall be paid a salary that is the pro rata share of the salary such employee would be earning had he/she not elected to exercise the option of reduced employment. The employee 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.
- F. An employee participating in this program shall receive the credit under the State Teachers' Retirement system (STRS) and the Public Employee's Retirement System (PERS) the employee would receive if employed on a full-time basis with a retirement allowance, as well as any other benefits to which the employee is entitled under the applicable laws and regulations of the State of California, based upon the salary that the employee would have received if employed on a full-time basis, and both said employee and the District shall contribute to the Teachers Retirement Fund the amount required by STRS regulations.
- G. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee. The employee is eligible for the District's fringe benefits in the same manner as other academic bargaining unit employees serving full time. The employee

must initiate coverage under the same rules and regulations as apply to the certificated bargaining unit employees.

- H. The minimum reduced employment shall be at least the equivalent of one-half of the annual full-time equivalent load (as defined in Article X. D.) required by the employee's contract of employment during his/her last previous full-time year of service (subject to STRS regulations).
- I. A general outline of the procedure for application follows:
  - 1. A Reduced Teaching Program Proposal is submitted (generally by February 28) but no fewer than one hundred twenty (120) days prior to the beginning of the school year in which the requested reduction will take place. (Final date of submission is May 1.)
  - 2. Administration, under normal conditions, will respond to applications within thirty (30) days.
  - 3. Upon approval, a contract will be drawn, specifying terms and conditions of employment for the reduced employment year.
  - 4. A reduced employment application may be withdrawn prior to completion of the contract document.
  - 5. As the reduced teaching contract year is being completed, the employee will again indicate his/her plan for the following year, using the dates in item 1 of this section.
- J. Applications are available in the office of the Vice President, Administration and Finance or in the Office of Human Resources.

## **Article XVI - TRANSFERS**

- A. Each regular or contract faculty member will have an assignment at a specific campus and in a department. A transfer involves a change in a regular or contract faculty member's full-time campus assignment, department, and/or discipline. No regular or contract faculty member will be required to teach part of his/her full-time teaching load at more than one campus or to transfer involuntarily from one campus to another, except as provided in Article X. F. This provision does not apply to overload assignments.
- B. **Job Posting and Transfer Rights:** If a position becomes available at any campus location or site, the District will announce the position internally before it initiates an outside search. A qualified regular and contract faculty member (one meeting the minimum qualifications of the position) shall be granted the transfer if the receiving department agrees to accept the regular or contract faculty member and the sending department does not object to the loss of the faculty member. If more than one faculty member wishes to transfer to an available position at another campus location or site, the senior faculty member shall have priority if the senior faculty member has comparable degrees(s) and/or training for the assignment. Departments shall not approve or deny transfer for reasons of a personal nature. Depending on the needs of the District, the Vice President of Academic Affairs may grant the transfer if it does not have a significant impact on the integrity of the District instructional programs. Any regular or contract faculty member denied a transfer opportunity may appeal the decision to the Vice President of Academic Affairs, who will provide the faculty member with his/her decision in writing.
- C. **Notification of Transfer:** The decision of the respective departments will be communicated in writing to the faculty requesting a transfer and to the deans of instruction or program administrators at the affected campus locations or sites. The deans will communicate with the Vice President of Academic Affairs who will note the transfer in the system-wide plan and will authorize the department that has sent the regular or contract faculty member to proceed with a search, if one is necessary.
- D. **Program Transfers:** If an instructional program is moved from one campus location or site to another campus location or site, the faculty in that program must transfer to the new campus location or site.
- E. **Other Transfer Requests:** If no positions are available at a different campus location or site, regular and contract faculty members may request a transfer in writing to the Vice President of Academic Affairs. The request should state the reasons for the transfer. Depending on the needs of the District, the Vice President of Academic Affairs may grant the request if the transfer does not have a significant impact on the integrity of the instructional program and if the sending and receiving departments agree to the transfer. If such a transfer is denied the Vice President of Academic Affairs will provide the faculty member with his/her decision in writing.



## **Article XVII - GRIEVANCE PROCEDURE**

- A. The purpose of this grievance procedure is to provide a means by which certain disputes may be resolved in an equitable and efficient manner. A grievance is a claim by an employee covered hereby that an express term of this Agreement has been violated by the District, and that because of such violation his or her rights have been affected. A grievance shall not include any claims or requests to challenge, change, amend or add to existing policy, rules or regulations, or to adopt or negotiate new policies, rules or regulations. A grievance also shall not include any employer-employee relations matters for which a different method of review is specifically provided by law.
- B. Should a grievance arise, it shall be handled in the following manner:
1. An employee's grievance must be submitted in writing to the employee's immediate supervisor within fifteen (15) working days after the date of the act or omission giving rise to the grievance, or within fifteen (15) working days after the date on which the grievant should have known of the act or omission giving rise to the grievance.
  2. Any written grievance shall be signed by the grievant and shall state the circumstance on which the grievance is based, the date of occurrence, the identity of the employee or employees who claim to be aggrieved, the specific sections and terms of this Agreement allegedly violated, and the remedy sought. A grievance may include more than one employee, provided the issue is identical for each, and all employees affected thereby sign the grievance form.
  3. The supervisor shall answer the grievance in writing within five (5) working days after receipt except where the supervisor notifies the Association in writing of a need for an extension in which case the written answer shall be due within ten (10) working days. There shall be one (1) such extension unless the parties mutually agree otherwise.
  4. In the event the grievant is not satisfied with the answer given, the grievant may appeal the decision on the form mutually agreed to by the Association and the District to the Vice President, Academic Affairs, or designee, within ten (10) working days after receipt of his or her supervisor's decision. The Vice President or his designee will communicate a decision in writing within ten (10) working days of receipt.
  5. In the event the grievant is not satisfied with the decision of the Vice President, Academic Affairs, or designee, the grievant may appeal the

decision in writing to the President or designee within ten (10) working days after receipt of such decision. The President or designee shall answer the grievance in writing within ten (10) working days after receipt.

- C. Any grievance not processed by an employee in accordance with the time limits set forth herein shall be considered settled on the basis of the decision last made by the District. If at any step the District fails to respond within the time limits specified above, the grievant may proceed to the next step.
- D. A grievant shall be entitled, upon request to representation by the Association at any grievance meetings. Where the Association has not been requested to represent the grievant and the District is prepared to agree to a resolution of the grievance, the District shall not make any final resolution until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.
- E. A reasonable amount of released time will be granted to one (1) Association representative to process any grievances. Such released time shall not take place during teaching hours or office hours except where the District and the Association mutually agree in advance that released time during such hours is necessary.
- F. Grievance forms and other forms necessary to the operation of the grievance procedure shall be provided by the District.
- G. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be subject to this procedure.
- H. After a grievance has been filed by an employee, the Association has the authority to process, abandon, or settle grievances on behalf of all employees subject to the provisions of Section D of this Article.
- I. Binding Arbitration
  - 1. Grievances which are not concluded pursuant to the procedures set forth in Section B, and which the Association desires to appeal, shall be submitted to binding arbitration as set forth in this section, provided that written notice is given to the District by the Association within five (5) working days after the answer of the President or designee, is rendered.
  - 2. Upon receipt of the Association appeal, the parties shall endeavor to agree upon an arbitrator. If no agreement is reached within ten (10) working days, they shall request the California State Conciliation Service to supply a panel of seven (7) names of arbitrators. Each party shall alternately

strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

3. The fees of the arbitrator shall be shared equally by the parties. Either party may order a transcript. The cost of such transcript shall be shared equally if both parties have the use of the transcript but if only one (1) party has the use of the transcript, the non-using party shall not bear any expense pertaining to the transcript. Where both parties wish to have a transcript the parties agree to cooperate in the selection of a qualified reporter. Each party shall bear the expense of the presentation of its own case except that release time shall be granted to one Association representative, the grievant, and any necessary Association witness who is an employee of the District to attend the arbitration.
  
4. The arbitrator shall have no power to alter, amend, change, modify, add to, or subtract from any of the terms of the Agreement, and shall have no jurisdiction to hear any grievance which is excluded from the grievance-arbitration procedure by the terms of this Agreement, or which is not filed or appealed within the time limits of this Article. The decision of the arbitrator shall be based solely upon the evidence presented to him/her by the respective parties in the presence of each other. No decision shall be retroactive beyond the beginning of the ten (10) day period specified in Section B-1 of this Article, and the arbitrator shall have no authority to hear and issue a decision upon more than one (1) grievance at a time, unless the District and the Association expressly agree otherwise. The arbitrator shall render his/her decision within thirty (30) calendar days after the close of hearing or, where either party desires to submit a brief, within thirty (30) calendar days of such submission. The decision of the arbitrator shall be final and binding on both parties.

## **Article XVIII - EFFECT OF AGREEMENT**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and the opportunity to make demands and proposals with respect to any subject or matter which was or could have been the subject of negotiation, that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and therefore, each waives the right to further negotiations on any subject or matter covered or not covered under this Agreement during the term hereof, except as to items referred to as reopener items in Article XXIII. The parties also may mutually agree to conduct negotiations on any issue.
- B. No privileges, compensation, or benefits of any kind in excess of those specifically set forth in this Agreement, or not specifically provided for in this Agreement, are required to be granted to employees. However, the District may, at its discretion, voluntarily grant such hereafter.
- C. The waiver by the District of any breach or condition of this Agreement does not constitute a precedent for any further waiver of such breach or condition.
- D. It is the intent of the parties that where there is any inconsistency between the terms of this Agreement and any State or Federal status or regulation, the terms of this Agreement shall control, unless the statute or regulation requires that its provisions supersede any agreement between the parties, or where the provision in this Agreement specifically provides for the incorporation of the statute or regulation and any changes thereto.
- E. Article and section titles in this Agreement are provided for convenience only, and in no way are to be used to define, limit, or affect the construction and interpretation thereof.

## **Article XIX - NO STRIKE/NO LOCKOUT**

- A. During the term of this Agreement, neither the Association, its officers, agents, members, nor any employee will authorize, instigate, encourage, aid, condone, participate in, or engage in a strike or work stoppage of any kind, regardless of whether there is a claim by the Association of breach of this Agreement or a Federal or State law by the District.
- B. In the event of a strike or work stoppage of any kind, the Association shall immediately notify the employees that such action is unauthorized and promptly order its members to return to work, and to take every reasonable effort to terminate the unauthorized action.
- C. Failing to cross any picket line established by any person or organization for any reason at any facility of the District by the Association or any employee in concert or alone, during the term of this Agreement, shall constitute a violation of this Article.
- D. The District specifically has the right to proceed directly to court for an injunction and all other legal relief for any breach of this Article.
- E. The obligations of this Article shall not be affected or limited by the subject matter involved in the dispute giving rise to the work stoppage or by whether such subject matter is or is not subject to the grievance and arbitration provisions of this Agreement.
- F. In the event of any strike or related activity prohibited by this Article, the District may revoke or suspend any rights or benefits provided for in the Agreement with respect to any employee who engages in such activity and/or the Association.
- G. The Board of Trustees agrees that during the terms of this Agreement it will not engage in any lockout of its employees.

## **Article XX - MISCELLANEOUS**

### **A. Subcontracting**

Educational courses in existence as of the execution date of this Agreement which are not now being contracted out, may not be contracted out to private organizations during the term of this Agreement without the concurrence of the Association.

### **B. Office Space**

1. The District shall plan for and provide private office space for faculty.
2. Each office space will be equipped with a desk, desk chair, filing cabinet, bookshelves and side chair. Subject to reasonable regulations full time instructors shall normally have access to such office space during the entire year.
3. In the case of an instructor with an assignment split between two or more campuses, private office space will be provided at the campus where the majority of the load is taught.

### **C. Supervisory and management employees shall not be restricted from performing bargaining unit duties, so long as such performance does not cause any regular faculty member to be deprived of a full-time load or overload assignment.**

### **D. The resignation of any unit member shall not be effective until five (5) working days before the date upon which the Board is to take action accepting such resignation.**

### **E. The District and the Association agree that no administrator shall have his or her name listed on a grade record sheet for classes for which they are not the instructor of record.**

### **F. Child Development Center Positions**

1. With respect to the position of Child Development Site Supervisor, Early Childhood Master Teacher and Child Development Program Director, the following provisions of this Agreement do not apply: Article IX, Article XI, Article XIII.M. Article XV, Article XX.B. Article XXI, and Article XXII.
2. Notwithstanding the provisions of Article XII.B. Child Development Site Supervisors, Early Childhood Master Teachers, and Child Development Program Directors assigned to a full-time position shall accrue twelve (12) days of sick leave per College year.
3. Notwithstanding Article X, the hours at work for Child Development Site

Supervisors, Early Childhood Master Teachers, and Child Development Program Directors shall be as follows: The length of the normal workday for employees who have their time assigned to full-time positions shall be eight (8) hours per day, exclusive of a lunch break. The length of the normal work week to employees assigned a full-time position shall be forty (40) hours. Such employees shall be allowed two (2) 15-minute rest periods during each day to be set by their supervisor, one (1) such rest period to be taken during the first half of the work day and one to be taken during the second half of the work day.

4. Child Development Site Supervisors, Early Childhood Master Teachers, and Child Development Program Directors shall accrue vacation on the basis of one (1) day of vacation for each full month of paid status.
5. The procedures of Article XI on Improvement of Instruction are generally inapplicable to the classification of Child Development Site Supervisor, Early Childhood Master Teacher, and Child Development Program Director. Employees in these classifications shall be evaluated on a yearly basis.

#### G. Community Activities/Service Programs

1. Community services classes provide instruction for and/or contribute to the physical, mental, moral, economic, or civic development of the general public. They are open for the admission of adults and of those minors as in the judgment of the Board of Trustees may profit therefrom. These classes provide an opportunity for participating community members and college faculty to present information/instruction and to share their hobbies and/or avocations with members of the community.
2. For purposes of review and comment relative to impact on regular departmental programs, the District will furnish all Department Chairs and the Association with a list of proposed offerings prior to publication and distribution of announcements of programs.
3. Program publications in these areas will clearly indicate that the offerings are noncredit or not-for-credit.
4. Where applicable, program publications will carry information about related programs and courses offered in the credit curriculum.
5. Program publications will carry information about the qualifications of presenters. This information will be in a box by itself and it will say: "Presenters may have qualifications that differ from those required to teach college classes. These courses do not carry college credit."
6. If any department determines that a Community Activities class may duplicate all or a substantial part of a regular course offering, the Department Chair and the Dean of Open Campus will confer to resolve the issue, with a

final decision, if needed, by the Vice President of Academic Affairs.

7. Compensation for not-for-credit community service classes will be negotiated between the presenter and the Dean of Open Campus (or designee). This current practice will continue in order to provide incentives for presenters to develop and to maintain the community service offerings. Compensation for noncredit offerings will be paid according to the faculty salary schedule.

H. Contract Education/Economic Development and Workforce Preparation Programs

1. For purposes of this section, contract education is defined as those situations in which the District contracts with other entities or individuals for the purpose of providing instruction or services or both, and which are designated for credit, noncredit, or not-for-credit (CEC 78020).
2. Faculty will be compensated according to the Faculty Salary Schedule for work that is comparable to and requires the necessary qualifications to teach in the regular credit and noncredit instructional programs. If the work is not comparable to the regular credit and noncredit instructional programs, the Faculty Contract Education/Economic Development Committee or the Faculty Workforce Preparation Committee will determine the appropriate level of compensation for the services and/or training provided, and make such recommendation to the President. The appropriate Committee will also review the qualifications of instructors and/or trainers for the purpose of ensuring the quality of both the curriculum and the instructional program.
3. The appropriate Committee, the appropriate departments, and the Association will be notified of program development in the areas of contract education/economic development, and workforce preparation. Potential situations for instruction or training will be made available for review by interested faculty in an on-going manner and within a reasonable time to provide dialogue and response.
4. All qualified faculty, both full and part-time, are encouraged to participate in contract education/economic development and workforce preparation programs, and should make their interest known to the appropriate director or dean. Depending on the nature of the program (credit, noncredit, not-for-credit), the times, venues, duration of the presentation, and the express wishes of the client, interested faculty may be offered forthcoming assignments subject to the conditions in item 5 below.
5. If two or more contract or regular faculty members request to teach a credit, noncredit, or not-for-credit contract education/economic development course, the senior faculty member shall be given preference unless the other has played a role in the development or marketing of the program, is requested by the client, and/or has specific training, skills, or qualifications to



present the program, as determined by the District. If a contract or regular faculty member is not selected to teach a credit, noncredit or not-for-credit course, the faculty member may appeal the decision to the Vice President of Academic Affairs, who shall make a determination in writing, specifying the reasons for the decision.

6. The District may waive the 2:00 p.m. day-time overload restriction (Article X, Section N, 5) for all contract education/economic development, and workforce preparation courses or assign appropriate FTE's (Article X, Section E) for faculty selected to teach credit or noncredit contract education courses.
7. If any department determines that a contract education/economic development or a workforce preparation class duplicates a regular course offering, the Department Chair and the appropriate Dean/Director will confer to resolve the issue, with a final decision, if needed, by the Vice President, Academic Affairs.
8. The District will present an annual report of all contract education/economic development and workforce preparation activities for the past year. This report shall include a financial statement of expenditures and revenues. A copy of the report will be made available to the Association.
9. No regular or contract faculty member will be laid off as a result of implementation of contract education/economic development, and workforce preparation programs. No contract or regular faculty member will be required to teach courses in this area as part of his/her annual teaching assignment.

#### I. Distance Education and Alternate Delivery Modes

1. No faculty shall be required to engage in distance education; participation shall be voluntary.
2. Class sizes in distance education settings shall not exceed current standards established with the District.
3. Employees whose instructional presentations are videotaped or who create the ideas or materials for use in videotapes or who participate in the production of videotapes, publications, on-line courses, or other education material shall be recognized in the use of such works.
4. Prior to or in the course of the development of such works for distance education, should the District and the employee(s) anticipate the marketing of such works, the District and the employee(s) shall mutually agree on appropriate issues of shared property rights, District subsidization and/or other financial interest, dissemination and control of materials produced, and other such matters regarding the project. The Association shall be

notified of and approve any such agreements. The District and the Association shall make every effort to develop uniform contracts for faculty in areas of distance education.

5. Compensation of faculty who exercise the option to implement distance education shall be commensurate with applicable salary articles of this agreement and/or negotiated compensation.
6. Program development in the areas of distance learning and alternate instructional delivery systems will be subject to processing through appropriate department faculty and the Office of Academic Affairs subject to established curriculum and collective bargaining processes.
7. No full-time Faculty will be laid off as a result of implementation of Distance Learning or other alternate Delivery Systems.
8. Faculty members shall not be required to teach outside the traditional day-time hours to fill a load due to an increase in the number of Distance Education Classes.

#### J. Intellectual Property Rights

The District encourages employees to pursue development of materials and/or inventions. If the employee has developed materials and/or inventions without recourse to any District resources, all rights and title in any copyrightable materials and/or inventions made by the employee shall belong to the employee. If the materials and/or inventions have been produced within the scope of the employee's employment or if the employee has agreed in writing that the materials and/or inventions are "work for hire," then, in an agreement reached prior to or in the course of development of such materials and /or inventions, the District and the employee shall mutually agree on the dissemination and share of royalties from the marketing of any materials and/or inventions. The Association shall be notified of and approve any such agreements. Materials and/or inventions developed while the employee is on a sabbatical leave shall not be considered "work for hire." The District and the Association shall make every effort to develop uniform intellectual property rights contracts for faculty.

#### K. Privacy

District owned computers, computer networks, and telephone systems, including e-mail, voice-mail, and Internet or WWW connections are subject to the regulations of law and Board of Trustee's Policy. Within its obligations under those regulations, the District will respect the privacy of e-mail, voice-mail, and computers designated for faculty member's use and will not monitor faculty use of District owned computers, e-mail, voice-mail, Internet or WWW connections without substantial justification.

## **Article XXI - INTERSESSIONS**

### **A. Definitions**

1. For the purposes of all language in this Agreement which applies to intersessions, a full-time regular or contract faculty member is defined as an employee appointed to an academic position requiring more than 60% of a full-time load during the regular academic year, and who is employed for the summer and/or winter intersession.
2. For the purposes of all language in this Agreement which applies to intersessions, a part-time faculty member is defined as an academic position requiring 60% or less of a full-time load during the regular academic year, or who was not employed during the regular academic year, and who is employed for the summer and/or winter intersession.

### **B. Applicable Provisions from Existing Agreement**

Where the Board determines to hold summer intersession, the District and the Association agree to apply the following provisions of the existing Agreement between the Riverside Community College District and the Riverside Community College Chapter, CTA/NEA.

1. Article I
2. Article II
3. Article III
4. Article IV
5. Article VI
6. Article IX
7. Article X
8. Article XII
9. Article XIII
10. Article XIV
11. Article XV
12. Article XVII
13. Article XVIII
14. Article XIX
15. Article XX
16. Article XXI
17. Article XXII

### **C. Limitation of Agreement**

Except as specifically set forth or referenced above, no other provision of this Agreement shall apply to summer intersession.

#### D. Salary

Salary schedule in effect during the intersessions for all regular and contract faculty members in the bargaining unit shall be five-eighths (5/8) of the faculty salary schedule as pro rated. Regular and contract faculty members may choose either the summer or the winter intersession for compensation at the 5/8 rate, if such intersession is not part of their annual teaching loads. However, only one intersession will be paid based on the 5/8 rate. Regular and contract faculty, who are teaching a second intersession shall be compensated at the pay-per-course rate. Part-time faculty shall be compensated at the pay-per-course rate for intersession teaching. For the winter and/or summer intersessions, Appendix H shall be applicable for work experience.

Regular and contract faculty members who are specifically required by the President (or designee) to be on the college premises during periods that are not part of their annual teaching assignment will be compensated at their hourly rate of pay based upon the Faculty Hourly Salary Schedule (Appendix B).

#### E. Hours of Work and Faculty Load

1. In extending offers of employment, full-time faculty shall be given priority over part-time faculty in summer and/or winter intersession assignments in those subject matter areas in which they are qualified. Assignments of classes and teaching schedules shall be determined through coordination between the faculty members concerned and the Department Chair/Director, subject to the approval of the appropriate Dean of Instruction and the Vice President, Academic Affairs. Actual employment in the summer and/or winter intersession shall be contingent upon sufficient class enrollment.
2. Departments must submit yearly tentative teaching assignments for each contract and regular faculty member during the spring semester for the following summer, fall, winter, and spring terms. No contract and regular faculty member who satisfies his/her annual teaching assignment during the fall and spring semesters shall be required to teach during the winter intersession unless reasonable circumstances require the Vice President of Academic Affairs to adjust his/her teaching assignment.
3. Regular and contract faculty who choose to use the winter or summer intersession in order to complete their annual teaching load will be given first choice for the intersession teaching assignments. If the District of-

fers a summer intersession, regular and contract faculty members may complete part of their annual teaching assignment during the summer intersession. This does not obligate the Board to offer a summer intersession; therefore, unfulfilled load will be assigned during the next term.

4. Regular and contract faculty will be given first choice over part-time faculty for intersession teaching assignments.
5. Where feasible, initial offers of tentative employment to part-time faculty for anticipated intersession assignments shall be made after the regular and contract faculty annual assignments have been made. Part-time faculty members shall either accept or reject such initial offer within fourteen (14) calendar days of the time at which the offer was made. Part-time faculty members who receive an offer of tentative employment after the initial offers have been made shall accept or reject the offer within a reasonable time which will be established by the District. In the summer and/or winter intersession printed schedules, the District shall make every reasonable effort to include the names of the assigned instructors.
6. Any provisions in the Agreement applicable to class size in overload assignments during the regular school year shall also be applicable to the intersessions.
7. The Full Time Equivalent (FTE) for all intersession courses shall be maintained at the level of the regular school year.
8. The compressed time blocks used during the 16-week fall and spring semesters do not apply to the intersessions.
9. The District may assign a summer or winter intersession load of up to 0.6000 FTE. Exceptions to this limit may occur by mutual agreement between the faculty member and the District.

## F. Leaves

1. *Sick Leave* - Sick Leave during intersessions is allowed for regular and contract employees of the District who receive intersession assignments, on an earned, accumulative basis of 0.2500 of one day for each 0.0666 FTE of service provided by that faculty member during the summer intersession.

Sick leave earned in the intersessions, as described in the preceding paragraph, will be cumulative with sick leave earned during the contract year. Intersession sick leave may be used during the contract year and sick

leave earned during the contract year may be used during the intersessions.

Sick leave for part-time faculty in the intersessions is earned at the rate of one (1) hour for each eighteen (18) hours of intersession teaching and is cumulative. Part-time hourly sick leave earned in the intersessions may be used by part-time faculty during the school year. The provisions of Article XIII, B.5, B.6 and B.7 are also applicable.

2. *Bereavement* - The provisions of Article XII, Section E, shall be applicable.
3. *Personal Necessity* - The provisions of Article XIII, Section F shall be applicable. It is agreed that the total number of allowable personal necessity days during any fiscal year shall not exceed seven (7).
4. *Jury Duty* - The provisions of Article XIII, Section H, shall be applicable. In the event that an employee receiving an intersession assignment is called to jury duty at a time which conflicts with intersession duties, the employee shall notify the District Office of Human Resources immediately after being notified of such call and also shall make every good faith effort to have any such jury duty served during the period at times which do not conflict with the intersession assignment.
5. *Military Leave - Temporary (Paid Leave)* - A contract or regular faculty member called to temporary military duty shall be granted military leave as required by the California Education Code and the Military and Veterans Code.
6. *Industrial Accident Leave* - The provisions of Article XIII, Section D, shall be applicable.
7. *Unpaid Leave* - The District may grant unpaid leaves of absence.

## **Article XXII - LOAD BANKING**

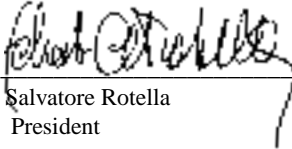
- A. The District and the Association agree that it is desirable to take advantage of Education Code provisions permitting “load banking” based upon the following principles:
1. Only full-course overloads or equivalent will be eligible for load banking.
  2. No more than 20% of a faculty member’s annual load, not to exceed .4666 FTE, may be banked in any one (1) semester and no more than two (2) semester courses may be banked in any one (1) year.
  3. No more than the equivalent of one semester’s full-time load may be accumulated.
  4. At any one (1) time no more than 6% of full-time faculty members may utilize their banked hours for a full semester reduction of load and such reduction of load may not be taken more than once every five (5) years.
  5. Banked hours may be used by a faculty member to reduce a load during a semester. Faculty using banked hours have been granted a reduction of load, not a leave, as defined in Article XIII, Leaves, and are not excused from responsibilities enumerated in Article X, Section G. The faculty member must notify the administration of his/her intent to utilize a full-semester reduction of load at the time of submission of a tentative annual teaching assignment.
  6. Banked hours may be used for professional or personal reasons excluding full-time employment with another college district.
- B. A faculty member may “cash in” any portion of his/her load banked hours at any time. Where hours are “cashed in” instead of used for load banking, the faculty member shall be paid on the basis of the rate of pay in effect when the hours are cashed in, except that in no event can hours be accumulated beyond five (5) years after they were first earned.
- C. Should a full-time faculty member die, the total value of his/her accumulated banked hours shall be paid to his/her beneficiary(ies) in a timely manner.

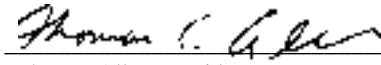
**Article XXIII - DURATION AND TERMINATION**

This Agreement, when ratified and executed between each party hereto, shall constitute the sole Agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto. This Agreement is effective as of July 1, 1999, and shall remain in effect through June 30, 2002.

Dated: June 6, 2000  
FOR THE DISTRICT

Dated: June 6, 2000  
FOR THE ASSOCIATION

  
\_\_\_\_\_  
Salvatore Rotella  
President

  
\_\_\_\_\_  
Thomas Allen, President  
RCC Chapter CCA/CTA/NEA



# APPENDIX A1

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### 2000-2001 FACULTY SALARY SCHEDULE

Effective June 12, 2000

STEP	B	C	D	E	F	GH	Doctorate
	AB	MA or BA+30 Incl MA	MA+15 or BA+45 Incl. MA	MA+30 or BA+60 Incl. MA	MA+45 or BA+75 Incl. MA	MA+60 or BA+90 Incl. MA	
1	37,021	39,402	41,780	44,152	46,526	48,910	51,292
2	38,910	41,288	43,670	46,044	48,419	50,795	53,172
3	40,796	43,169	45,544	47,918	50,298	52,676	55,059
4	42,675	45,050	47,429	49,804	52,177	54,557	56,939
5	44,553	46,925	49,308	51,686	54,061	56,434	58,815
6	46,442	48,812	51,186	53,561	55,939	58,322	60,707
7	48,318	50,693	53,065	55,450	57,824	60,201	62,579
8	50,204	52,577	54,953	57,332	59,706	62,086	64,460
9	52,076	54,457	56,829	59,204	61,587	63,965	66,339
10	53,961	56,337	58,714	61,096	63,464	65,844	68,219
11	53,961	58,223	60,594	62,978	65,344	67,729	70,109
12	53,961	58,223	60,594	64,854	67,235	69,608	71,979
13	53,961	58,223	60,594	64,854	69,115	71,486	73,860
15	54,637	58,949	61,352	65,664	69,978	72,381	74,783
16	55,312	59,673	62,108	66,473	70,841	73,276	75,709
19	56,658	61,131	63,619	68,103	72,566	75,061	77,559
22	58,010	62,582	65,142	69,722	74,293	76,851	79,405

All AB degrees, MA degrees, and Doctorate's must be earned from an institution accredited by a regional or specialized accrediting agency recognized by the Council on Postsecondary Accreditation.

Step advancement shall be awarded at the beginning of the semester following the completion of two (2) full semesters of employment as a full-time contract or regular faculty member in the District.

Employees shall be eligible for steps 16, 19 and 22 after completing 15, 18, and 21 years, respectively, of paid service in the District.

Approved June 6, 2000, by Board of Trustees  
Base Days - 176

## APPENDIX A2

### RIVERSIDE COMMUNITY COLLEGE DISTRICT OCCUPATIONAL FACULTY SALARY SCHEDULE

Purpose of the Schedule. The Occupational faculty Salary Schedule is designed to equate occupational experience and college units with academic degrees in order to allow the occupational subjects. This schedule shall be used in the initial placement of faculty members employed to teach in an occupational subject area. It shall also be used for the subsequent upward mobility of faculty members initially placed on this schedule. AB and MA degrees used for initial placement and subsequent progression on the salary schedule should be either directly related to the subject named on the credential or from the Occupational Education discipline. Recommendation of subject relationship of work completed for progression on this schedule shall be by an ad hoc committee of technical, professional peers appointed by the Professional Growth and Sabbatical Leave Committee.

Placement on the Schedule. The criteria for initial placement and subsequent upward mobility of faculty members initially placed on this schedule is determined by the type of credential required, the years of occupational experience, and the degrees held and/or number of college units earned. One step will be granted for each two years of allowable occupational experience beyond that which is required for the credential. One step will be granted for each full year of appropriate teaching experience. Initial placement on the salary schedule shall be limited to a maximum of Step 6.

Credentials. The credential required may be a Class A Vocational, a full time Standard Designated Subjects, or full time Community College Instructor Credential authorizing the teaching of an occupational subject.

- I. Salary placement for occupational faculty employed with less than an AB Degree shall be as follows:
  - B. Temporary Credential or Permanent (5 year of lifetime clear) Credential
  - C. Permanent Credential including 60 college semester units
  - D. Permanent Credential including 90 college semester units
  - E. Permanent Credential plus AB Degree
  - F. Permanent Credential plus AB Degree plus MA Degree
  - G. Permanent Credential plus AB Degree plus MA Degree plus 15 units
  - H. Permanent Credential plus Earned Doctorate
- II. Salary placement for occupational faculty employed with an AB Degree, or an MA Degree, shall be as follows:
  - B. Temporary Credential plus AB Degree
  - C. Permanent Credential plus AB Degree
  - D. Permanent Credential plus AB Degree plus 15 units
  - E. Permanent Credential plus AB Degree plus 30 units
  - F. Permanent Credential plus AB Degree plus 45 units, including MA Degree
  - G. Permanent Credential plus AB Degree plus 60 units, including MA Degree
  - H. Permanent Credential plus Earned Doctorate

# APPENDIX B

## RIVERSIDE COMMUNITY COLLEGE DISTRICT 2000-2001 FACULTY HOURLY SALARY SCHEDULE EFFECTIVE JUNE 12, 2000

	GROUP 1	GROUP 2	GROUP 3
STEP 1	\$32.40	\$35.69	\$42.05
STEP 2	\$35.69	\$38.78	\$45.35
STEP 3	\$38.78	\$42.05	\$48.58

**Group 1** Those teachers whose education and experience are not sufficient to place them in Column B or higher of the Riverside Community College District Faculty Salary Schedule; those teachers whose teaching credentials limit them to teaching classes organized primarily for adults; and those teachers of laboratory classes, reading improvement and non-credit classes for adults.

**Group 2** Those teachers, counselors, librarians, and school nurses, whose education and experience would place them in Column B of the Riverside Community College District Faculty Salary Schedule.

**Group 3** Those teachers, counselors, librarians, and school nurses, whose education and experience would place them in Column C, D, E, F, G or H of the Riverside Community College District Faculty Salary Schedule.

Teachers in all groups shall be required to maintain a class for two semesters at Riverside Community College before moving to Step 2, and for four semesters at Riverside Community college before moving to Step 3.

Approved June 6, 2000 by Board of Trustees

# APPENDIX C

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### 2000-2001 INTERSESSION SALARY SCHEDULE Effective June 12, 2000

A Riverside Community College Intersession faculty member who receives a regular intersession assignment shall be placed on this salary schedule in accordance with established District practice used in the college year. Step and column placement will be made in accordance with verified education and experience as of the opening day of intersession.

The figure below represents the salary for one (1.0) Full-Time Equivalent Teaching Assignment. In order to calculate intersession salary, multiply intersession F.T.E. assigned by the District, times the dollar amount for the appropriate column and step.

Example: Column E, Step 6

$$\$16,738 \times .400 \text{ F.T.E.} = \$6,695$$

STEP	B	C	D	E	F	G	H
	AB	MA or BA+30 Incl MA	MA+15 or BA+45 Incl. MA	MA+30 or BA+60 Incl. MA	MA+45 or BA+75 Incl. MA	MA+60 or BA+90 Incl. MA	Doctorate
1	11,569	12,313	13,056	13,798	14,539	15,284	16,029
2	12,159	12,903	13,647	14,389	15,131	15,873	16,616
3	12,749	13,490	14,233	14,974	15,718	16,461	17,206
4	13,336	14,078	14,822	15,564	16,305	17,049	17,793
5	13,923	14,664	15,409	16,152	16,894	17,636	18,380
6	14,513	15,254	15,996	16,738	17,481	18,226	18,971
7	15,099	15,842	16,583	17,328	18,070	18,813	19,556
8	15,689	16,430	17,173	17,916	18,658	19,402	20,144
9	16,274	17,018	17,759	18,501	19,246	19,989	20,731
10	16,863	17,605	18,348	19,093	19,833	20,576	21,318
11	16,863	18,195	18,936	19,681	20,420	21,165	21,909
12	16,863	18,195	18,936	20,267	21,011	21,753	22,493
13	16,863	18,195	18,936	20,267	21,598	22,339	23,081
15	17,074	18,422	19,173	20,520	21,868	22,619	23,370

The conversion formula used to develop this schedule is as follows:  
Base (Faculty) Salary divided by 2 x 5/8

Approved June 6, 2000 by Board of Trustees

## APPENDIX D

### RIVERSIDE COMMUNITY COLLEGE DISTRICT EXTRA PAY FOR EXTRA-CURRICULAR ACTIVITIES EFFECTIVE JUNE 12, 2000

#### ATHLETIC COACHES

Head Baseball Coach . . . . .	\$4,042
Assistant Baseball Coach . . . . .	2,827
Head Basketball Coach . . . . .	4,239
Assistant Basketball Coach . . . . .	2,827
Head Cross Country Coach . . . . .	2,648
Head Football Coach . . . . .	5,294
Assistant Football Coach . . . . .	2,827
Head Golf Coach . . . . .	3,272
Intramural Director . . . . .	2,473
Head Soccer Coach . . . . .	3,272
Assistant Soccer Coach . . . . .	2,648
Head Softball Coach . . . . .	4,042
Assistant Softball Coach . . . . .	2,827
Head Swim Coach . . . . .	3,272
Assistant Swim Coach . . . . .	2,648
Strength Coach . . . . .	3,534
Head Tennis Coach . . . . .	3,272
Head Track Coach . . . . .	3,534
Assistant Track Coach . . . . .	2,648
Head Volleyball Coach . . . . .	3,272
Assistant Volleyball Coach . . . . .	2,648
Head Water Polo Coach . . . . .	3,213
Assistant Water Polo Coach . . . . .	2,597
Asst. to Director, Athletics . . . . .	4,042

#### OTHER ACTIVITIES

Advisor to College Newspaper . . . . .	2,648
Auxiliary Unit . . . . .	2,648
Cosmetology Competition Coach . . . . .	1,624
Director of Marching Band . . . . .	3,534
Director of Jazz Band . . . . .	3,534
Director of Choir . . . . .	3,534
Director of Dance . . . . .	2,648
Director of Performing Arts . . . . .	3,534
Forensics . . . . .	2,827
Model United Nations Coach . . . . .	2,827
Director, Automotive Repair . . . . .	2,119
Director, Pep Squad . . . . .	2,648
Director, Production Printing . . . . .	2,119
Director, Physical Science Stock Room . . . . .	2,119
Planetarium Director . . . . .	3,144

#### ADDITIONAL CONSIDERATIONS

As other activities are introduced into the College extra-curricular activities program, proposed salary will be recommended to the Board of Trustees at that time.

The listing of the foregoing activities shall not be construed to mean that the District cannot eliminate or modify any such activity.

## APPENDIX E

### RIVERSIDE COMMUNITY COLLEGE DISTRICT 2000-2001 COORDINATOR SALARY SCHEDULE Effective June 12, 2000

<u>COORDINATORS</u>	<u>STIPEND</u>
Coordinator, Assessment	3,534
Coordinator, Counseling	3,534
Coordinator, Disabled Student Services	3,534
Coordinator, Early Childhood Studies	3,534
Coordinator, Extended Education	3,534
Coordinator, International Education	3,534
Coordinator, Matriculation	3,534
Coordinator, Media Services	3,534
Coordinator, Performing and Fine Arts	3,534
Coordinator, Student Activities	3,760
Coordinator, Vocational Outreach	3,534
Coordinator, Writing and Reading Center	3,534
Head Librarian	3,534

Approved June 6, 2000 by Board of Trustees  
Base Days - 176

## APPENDIX F

### RIVERSIDE COMMUNITY COLLEGE DISTRICT

#### DEPARTMENT CHAIR SELECTION, COMPENSATION, AND DUTIES

Department Chairs and other elected positions shall be selected and compensated as set forth below:

1. Eligibility. A Department Chair shall be selected from regular members as defined in Article I, Section D, who are assigned to the affected department. A contract faculty member shall be eligible only where the department (by majority vote) provides compelling reasons in writing to the President. Assistant Department Chairs or other positions designated by the department shall have the same eligibility requirements, except that contract faculty may serve after completing two full years of service in the District if no regular faculty member chooses to serve. (Such vote or selection shall not have any effect or bearing on any tenure decisions by the District with respect to such faculty members.) Where no qualified candidate for the Chair position is available within the department, the department may recommend to the District to hire from the outside. When such hiring is authorized by the District, the District will follow normal search and hiring policies.
2. Procedure for Selection. The initial recommendation for appointment as Department Chair and other positions designated by the department shall be based upon an election within the affected academic department. Departments shall elect a Chair and designate how any reassigned time that exceeds the .4000 semester FTE maximum for the Chair shall be allocated within the department. Every contract and regular faculty member as defined in Article I, Sections D (1) and (2) shall be assigned to an academic department and shall be eligible to vote in such department. Voting privileges are not extended to temporary (one-year) faculty. No faculty member shall be eligible to vote in more than one department. All elections shall be by secret ballot and the person who receives a majority of votes from those eligible to vote (whether or not actually voting) shall constitute the departmental recommendation for either the Chair, Assistant Chair, or other positions designated by the department. Separate elections for Chair (or Co-Chair) position(s), the Assistant Chair(s), or other positions designated by the department shall take place. In departments with Co-Chairs or more than one additional elected position, the two individuals who receive a majority of votes shall be the departmental recommendation. In the event three or more persons receive a majority of votes, the two with the greatest number of votes shall be the departmental recommendations. If a tie occurs between two candidates, a run-off election shall take place, and the individual receiving the

majority of votes shall be the recommendation from the department.

The existing Department Chair shall report the results and the recommendation(s) to the President. The President may either accept or reject the recommendation(s). If the President rejects the recommendation(s), the President will state his or her reasons in writing for such rejection. Upon such rejection, the affected department shall conduct another secret ballot election to recommend an acting Department Chair or Assistant Chair (for a maximum of one semester). During such semester the department shall conduct another election for a faculty member to serve as Department Chair or Assistant Chair for a normal term.

If no person receives a majority vote for Department Chair or other elected position after three secret ballots, a run-off election shall be held between the two (2) candidates receiving the most votes in the third secret ballot. If the department is electing two or more positions, and neither of candidates has received a clear majority, a run-off election shall be conducted, and the individuals receiving the greatest number of votes shall be the departmental recommendations.

If a department cannot elect a Department Chair, the President shall appoint an administrator as a temporary Chair.

3. Term of Department Chair. The term for a Department Chair, Co-Chairs, Assistant Chair(s) or other positions designated by the department shall be three years commencing after the last contractual working day of the spring semester of the year in which the selection is made. (The terms of the Department Chair, Co-Chairs, Assistant Chair(s), or other positions designated by the department shall run concurrently.) Elections shall be held in April. Since it is desirable to maintain a staggered election system to avoid a complete turnover of Department Chair in any one year, the initial term of the Department Chairs commencing July 1, 1993, shall be continued.

The selection process provided above shall be followed with respect to selecting an acting Department Chair in the event of an extended leave period for an existing Department Chair.

4. Removal of the Department Chair. The President may remove a Department Chair for incompetent service and neglect of duties and in such event shall provide notice to the person and the department at least ten (10) days prior to such removal. The Department Chair shall be provided written reasons for such action. The President shall consult with members of the department before taking final action. After such removal, the department shall hold a new election pursuant to the above specified procedures to fill the unexpired portion of such Department Chair's position.



At the written request of two-thirds of the eligible faculty members of an affected department, the President shall establish a formal hearing to determine whether or not a Department Chair should be recalled. All voting members of the department shall be consulted. If after consultation the President determines to recall the Department Chair, the department shall hold a new election pursuant to the above specified procedures to fill the unexpired portion of such Department Chair's term.

Removal of faculty members serving in other position(s) designated by the department shall be determined by the written rules and regulations of the department.

5. Compensation of Department Chair. For 2000-2001 a Department Chair shall receive a Three Thousand Eight Hundred Sixty Seven dollar (\$3,867.00) stipend for fulfilling his or her duties as Department Chair from the first full service day through commencement of the academic year. The stipend will be added to the Chair's base salary by annotation of Appendix A1. (Two Co-Chairs shall share the stipend in proportions as determined by the department.) Other positions designated by the department do not receive additional compensation.

Departments shall also be allocated reassigned time from a normal teaching loads as follows:

NOTE: THE FOLLOWING CALCULATION WILL BE IMPLEMENTED ONLY IF IT PRODUCES A LOGICAL AND REASONABLE PRODUCT. THIS DECISION WILL BE JOINTLY MADE BY THE DISTRICT AND THE ASSOCIATION. A count of all full-time and part-time faculty will be taken as of the census date of the fall semester, the winter intersession, and the spring semester. The department count totals will be divided by two. The resulting number of headcount full-time and part-time faculty will become the basis for the calculation of departmental reassigned time for the following academic year. The departmental reassigned time per semester will be allocated based on the following chart:

<u>Headcount</u>	<u>Semester FTE Reassigned</u>
0 - 19	.2500
20 - 24	.3000
25 - 29	.3500
30 - 34	.4000
35 - 39	.4500
40 - 49	.5500
50 - 65	.6000
66 - +	1.000

The figures in the chart above represent minimum reassigned FTE. The District will consider additional reassigned FTE for special or changing conditions.

In consideration of the stipend and the reassigned time, a Department Chair is expected to devote the time necessary to fulfill the responsibilities of such a position. At a minimum, a Department Chair will schedule regular weekly Chair office hours equal to 1.5 hours per .100 semester FTE reassigned. Each semester he/she will notify, in writing, all of the department's full and part-time faculty, classified staff, and the appropriate dean of instruction of these regularly scheduled Chair office hours. It is understood that some of these contact hours will involve meetings and/or other district related activities at various District sites. Appropriate notice will be posted when the Department Chair is out of his/her office on related District business. These hours will be included on the Chair's Teaching Assignment form. When the Vice President of Academic Affairs or designee determines that the duties of the Department Chair or other faculty elected to positions designated by the department to be on the premises of the College after commencement to the first service day, the faculty will be compensated at the activity/laboratory rate (Column 1, step 3 of the hourly salary schedule, Appendix B) to a maximum of \$700.00 for departments with 51 or more headcount and a maximum of \$350.00 for departments with fewer than 50 headcount. If the Department Chair is not available to perform such duties, he or she will first name a faculty member elected to a position designated by the department or, if such a faculty position does not exist, a faculty member approved by the department to act in his or her stead. If no such designee is named or if such designee is not available, the Dean of Instruction will carry out the District's responsibilities for the educational program under the terms of Article III, A.

6. Duties of the Department Chair.

The duties were established in the negotiation process. See "Department Chair Duties" below.

7. Miscellaneous Provisions

- (a) No faculty member shall be required to serve as a Department Chair.
- (b) A Department Chair who elects to resign his or her position shall provide at least 30 days notice in writing of such intention to both the President and the members of the department.

## **DEPARTMENT CHAIR DUTIES**

The Department Chair is a faculty leadership position with responsibility for an instructional department as designated by the District. While the Department Chair is a faculty member and does not have the authority to discipline other faculty, the Department Chair does have the responsibility to carry out policies formulated by the District and the Department, and the responsibility to report unresolved problems or violations of District policy to the appropriate administrator, and the responsibility to coordinate the activities of the department. The Department Chair receives compensation as provided for in Appendix F of this contract and performs the duties set below.

1. Provides opportunity for faculty participation in decision-making, maintains appropriate office hours, convenes and chairs regular meetings of the department, and communicates actions and information concerning district policies and procedures.
2. Guarantees the integrity of programs and courses within the department by ensuring that individual courses are taught according to the approved course outlines.
3. Within parameters established by the District, develops class schedules — offerings, locations, times, rooms — and prepare teaching assignments.
4. In accordance with departmental policy, monitors book orders and instructional materials orders and promotes appropriate library resource development.
5. Monitors area facilities and equipment and communicates maintenance needs to the appropriate resource.
6. Develops and recommends the department budget, supervises expenditures including travel requests, and maintains fiscal controls.
7. Provides leadership in curriculum through planning, developing, implementing, and evaluating instructional course programs.
8. Represents the department with community, governmental agencies, and advisory groups.
9. Encourages continued study and participation in professional organizations to maintain an understanding of current ideas, research, and practices related to the discipline.
10. Consistent with the requirements of the negotiated contract, participates in the process of faculty evaluation and mediates differences of opinion between faculty.

11. Provides leadership in developing, advocating, and accomplishing departmental objectives.
12. Coordinates the program review process and formulates reports for the Office of Academic Affairs.
13. Provides guidance on grading and performance standards.
14. Monitors procedures — such as credit by examination, course substitutions, grade changes, incomplete contracts — and student petitions regarding adds, drops, and complaints.
15. Recruits, interviews, and recommends for employment appropriate part-time faculty and substitutes to meet the needs of the department.
16. Provides leadership for part-time faculty through orientation, mentoring, and providing instructional materials.
17. Prepares reports and correspondence and maintains departmental records, including staff attendance and payroll reports.
18. Coordinates academic advisement within the department.
19. Participates in the supervision and evaluation of classified personnel.
20. Coordinates the activities of the allocated clerical staff of the department.
21. Serves an ex officio member of departmental subcommittees and maintains records of their actions.
22. Coordinates the evaluation of part-time faculty.

### Departmental Operations

The Department is an academic unit of the college and has the responsibility for the academic disciplines under its jurisdiction. Under the convening and representative authority of the Chair, each department functions as a community of teachers and scholars working collegially. To ensure consistency, all departments will follow the operational guidelines listed below:

1. By majority vote, all departments will develop a written list of decision-making responsibilities delegated to the Chair by the department — such as articulation appeals, the hiring of part-time faculty, schedule development, student complaints, general office supply purchases, etc. A copy will be sent to the appropriate dean of instruction.

2. By majority vote, all departments will establish written criteria for developing teaching assignments-such as seniority, rotation, special preparation/training, etc.-that are not explicitly guaranteed in the Agreement. A copy will be sent to the appropriate dean of instruction.
3. All major decisions not explicitly delegated by the department to the Chair(s) shall be by majority vote of the regular and contract faculty of the department. Major decisions include, but are not limited to, budget recommendations, remodeling requests, major equipment purchases, changes in curriculum, and program review documents and plans. These decisions will be recorded in the department minutes and sent to the appropriate dean of instruction.
4. All departments must have a general faculty meeting at least once a month. All faculty must be afforded the opportunity to contribute items for the agenda, which must be given to all members of the department three business days before the meeting. Copies of the meeting minutes and agendas-including the names of the faculty members present or not present-will be forwarded to the appropriate dean of instruction.
5. All regular and contract faculty, as part of their general responsibilities as full-time members of the college faculty, are expected to participate equally in the business of the department. The responsibilities include, but are not limited to, participating in the program review process, representing the department on college-wide committees, developing and revising curriculum, serving on departmental subcommittees, etc.
6. Contract and regular faculty members of the department will assist the Chair and/or the Assistant Chair(s) in hiring and evaluating part-time faculty. Each department will develop a regular rotation to ensure that contract and regular faculty share the responsibility equally. Part-time faculty may be hired only after an interview that includes, at a minimum, two full-time members of the department, one of whom must be a member of the discipline or related discipline of the applicant.
7. Departments may develop other rules and regulations not explicitly addressed in the Agreement. A copy will be sent to the appropriate dean of instruction.

# APPENDIX G

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### **SALARY SCHEDULE FOR CHILD DEVELOPMENT CENTER EMPLOYEES**

in Positions Requiring Certification  
Based on Twelve Month Employment

Effective July 1, 2000

#### **ANNUAL SALARY**

<b>POSITION</b>	<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Pre-School Assistant Teacher	1	13,153	14,468	15,915	17,516	19,268
Pre-School Associate Teacher	2	16,441	18,085	19,904	21,900	24,091
Pre-School Teacher	3	19,730	21,703	23,873	26,262	28,892
Early Childhood Master Teacher	4	32,050	33,649	35,337	37,113	38,977
Site Supervisor	5	35,074	38,582	42,439	46,693	51,363
Program Director	6	51,846	57,018	62,717	68,986	75,893

#### **HOURLY RATE**

<b>POSITION</b>	<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Pre-School Assistant Teacher	1	\$6.63	\$7.29	\$8.02	\$8.83	\$9.71
Pre-School Associate Teacher	2	\$8.29	\$9.12	\$10.03	\$11.04	\$12.14
Pre-School Teacher	3	\$9.94	\$10.94	\$12.03	\$13.24	\$14.56
Early Childhood Master Teacher	4	\$16.15	\$16.96	\$17.81	\$18.71	\$19.65
Site Supervisor	5	\$17.68	\$19.45	\$21.39	\$23.53	\$25.89
Program Director	6	\$26.13	\$28.74	\$31.61	\$34.77	\$38.25

Persons employed in the positions listed on the Childhood Development salary schedule must meet the state required minimum qualifications as set forth herein, and any additional job related qualifications as prescribed by the District.

Initial Placement: New employees shall be placed on Step 1 of the salary schedule. Higher step placement up to a maximum of Step 3 may be granted upon the recommendation of the Associate Vice President, Human Resources. Such exception must be based upon exemplary experience and training.

Advancement in Step: Advancement from Step 1 to Step 2 and advancement from Step 2 to Step 3 shall require 2 semesters of service to the District in the respective position. Advancement from Step 3 to Step 4 shall require three years of service to the District. Advancement from Step 4 to Step 5 shall require four years of service to the District.

*Approved June 6, 2000 Board of Trustees*

# APPENDIX H

## RIVERSIDE COMMUNITY COLLEGE DISTRICT

### Cooperative Work Experience Compensation Procedure

It is assumed that the instructor/coordinator will spend an average of 3 1/2 hours per work experience student per semester for supervising, locating work experience stations, and completing the necessary paperwork. The factor of “3 1/2” is used to multiply the lab rate (Group 1, Step 1, Hourly Salary Schedule) for each work experience student assigned to the instructor/coordinator on an overload basis.

# APPENDIX I

## RIVERSIDE COMMUNITY COLLEGE DISTRICT COLLEGE CALENDAR

### 1999-2000 COLLEGE CALENDAR

1. “Academic year” is defined as that period between the first day of a fall semester and the last day of the following spring semester (CEC 87661d).
2. The College Calendar for 1999-2000 shall be identified as Appendix I (attached). The fall semester shall begin on September 1, 1999, and end on December 17, 1999. The spring semester shall begin on February 22, 2000, and end on June 8, 2000.

Orientation for new faculty shall be held on August 27, 1999. Pre-school meetings, required of all regular and contract faculty members, shall be held on August 31, 1999.

June 8, 2000, a day of final examination and Graduation Day, shall be a service day. All regular and contract faculty shall be required to participate in the commencement program in addition to scheduled examinations.

3. The District reserves the right to extend the semester and intersession calendars to meet the needs and/or requirements of special programs (e.g., Cosmetology, Administration of Justice, Nursing, etc.).
4. A six-week, four-day winter intersession shall begin on January 3, 2000, and end on February 10, 2000.
5. In accord with Article X, Hours of Work and Faculty Load, contract and regular faculty members must complete their annual faculty assignment within the semester or sessions of the academic year. Contract and regular faculty will complete an annual teaching assignment and indicate their annual assignment preferences. If a faculty member elects to teach both intersessions in excess of his or her annual load, the faculty member will be compensated for one of the intersessions on Appendix C and the other at his or her pay per course rate.
6. Each regular and contract faculty member must choose between either participating in District organized staff development activities on August



30, 1999, and on February 17 and 18, 2000, or creating a personal staff development plan. Such plan must be pre-approved by the faculty member's academic department to assure it promotes the faculty member's professional growth and satisfies the criteria of relevant California state law. Any faculty member whose proposed plan is not approved by said department may appeal to the college president. The staff development hours may be taken at any time during the academic year when not in conflict with contractual obligations.

7. If the District chooses to offer a summer intersession, a six-week, four-day summer intersession shall begin on June 21, 1999, and end on July 29, 1999. A night session of eight week, four days shall begin on June 14 and end on August 5, 1999, with the provision for departments to recommend day classes scheduled in the eight-week format upon District approval. July 5, 1999, shall be a holiday.
8. If the District chooses to offer a summer intersession, a six-week, four-day summer intersession shall begin on June 19, 2000, and end on July 27, 2000. A night session of eight weeks, four days shall begin June 12 and end on August 4, with the provision for departments to recommend day classes scheduled in the eight-week format upon District approval. July 4, 2000, shall be a holiday.
9. During the fall and spring semesters, the scheduled teaching session increases from 60 minutes to 70 minutes with the 1999-2000 calendar. The change does not apply to the summer and winter intersessions. Faculty who substitute during the fall and spring semester shall be compensated for each 70-minute instructional period at the appropriate rate from Appendix B plus 1/6<sup>th</sup>.
10. Contract and regular faculty shall hold one 70-minute office period for each .2 FTE of their annual load. Those who teach part of their yearly assignment during the intersessions shall prorate their required office hours (.2 = 1 hour).

### **Side Letter of Agreement 1999-2000 COLLEGE CALENDAR**

1. Departments must submit yearly teaching assignments for each contract and regular faculty member during the spring semester for the following summer, fall, winter, and spring terms. No contract and regular faculty member who satisfies his/her annual teaching assignment during the fall

and spring semesters shall be required to teach during the winter intersession unless a significant problem exists that requires the Vice President of Academic Affairs to adjust his/her teaching assignment.

2. Per the existing contractual agreement, no regular or contract faculty members shall be required to teach during the winter or summer intersessions, as long as they satisfy their annual teaching assignment during other terms of the academic year (see #1 in MOA-1999-2000 College Calendar).
3. Regular and contract faculty may choose either the winter or the summer intersession for compensation on Appendix C. Only one intersession, if above and beyond the obligation for the academic year, will be paid based on Appendix C.
4. Regular and contract faculty who choose to use the winter or summer intersession in order to complete their annual teaching load will be given priority for the intersession teaching assignments. If the District offers a summer intersession, regular and contract faculty members may complete part of their annual teaching assignment during the summer intersession. This does not obligate the Board to offer a summer intersession; therefore, unfulfilled load will be assigned during the next term.
5. Regular and contract faculty will be given priority for intersession teaching assignments.
6. Regular and contract faculty who are required to be on College premises during periods that are not part of their annual teaching assignment will be compensated at his/her hourly rate of pay (Appendix B).

## **2000-2002 COLLEGE CALENDARS**

1. "Academic year" is defined as that period between the first day of a fall semester and the last day of the following spring semester (CEC 87661d).
2. The College Calendar for 2000-2001 shall be identified as Appendix I (attached). The fall semester shall begin on September 5, 2000, and end on December 20, 2000. The spring semester shall begin on February 20, 2001, and end on June 12, 2001. Saturday and Sunday final exam days are only for those classes that meet on either Saturday or Sunday.

Orientation for new faculty shall be held on August 30, 2000. Pre-school meetings, required of all regular and contract faculty members, shall be

held on August 31, 2000. A FLEX Discipline Coordination meeting day, required of all regular and contract faculty members, shall be held on February 16, 2001.

June 12, 2001, a day of final examination and Graduation Day, shall be a service day. All regular and contract faculty are required to participate in the commencement program in addition to scheduled examinations.

A six-week winter intersession shall begin on January 2, 2001, and end on February 8, 2001.

3. The College Calendar for 2001-2002 shall be identified as Appendix I (attached). The fall semester shall begin on September 4, 2001, and end on December 19, 2001. The spring semester shall begin on February 19, 2002, and end on June 11, 2002. Saturday and Sunday final exam days are only for those classes that meet on either Saturday or Sunday.

Orientation for new faculty shall be held on August 29, 2001. Pre-school meetings, required of all regular and contract faculty members, shall be held on August 30, 2001. A FLEX Discipline Coordination meeting day, required of all regular and contract faculty members, shall be held on February 15, 2002.

June 11, 2002, a day of final examination and Graduation Day, shall be a service day. All regular and contract faculty are required to participate in the commencement program in addition to scheduled examinations.

A six-week winter intersession shall begin on January 2, 2002, and end on February 7, 2002.

4. The District, at its discretion, may extend the semester and intersession calendars to meet the needs and/or requirements of special programs (e.g., Cosmetology, Administration of Justice, Nursing, Weekend College, etc.).
5. In accordance with Article X, Hours of Work and Faculty Load, contract and regular faculty members must complete their annual faculty assignment within the four (4) semesters or sessions of the college year. Contract and regular faculty will complete an annual teaching assignment form and indicate their annual assignment preferences. If a faculty member is assigned to teach both intersessions in excess of his or her annual load, the faculty member will be compensated for one of the intersessions from the Summer Intersession Salary Schedule and the other at his or her Pay Per Course rate.

6. Each regular and contract faculty member must either elect to participate in District organized staff development activities on September 1, 2000, February 15, 2001, August 31, 2001, and February 14, 2002, or to create a personal staff development plan. Such plan must be pre-approved by the faculty member's academic Department Chair to ensure it promotes the faculty member's professional growth and satisfies the criteria of relevant California state law. Any faculty member whose proposed plan is not approved by said Department Chair may appeal to the college president. The staff development hours may be taken at any time during the academic year, or the preceding summer term, when not in conflict with contractual obligations.
7. If the District chooses to offer a 2000 summer intersession, a six-week, four-day per week summer intersession shall begin on June 19, 2000, and end on July 27, 2000. A night session of eight weeks, four days per week shall begin June 12, 2000, and end on August 3, 2000, with the provision for departments to recommend day classes scheduled in the eight-week format upon District approval. July 4, 2000, shall be a holiday.
8. If the District chooses to offer a 2001 summer intersession, a six-week, four-day per week summer intersession shall begin on June 25, 2001, and end on August 2, 2001. A night session of eight weeks, four days per week shall begin June 18, 2001, and end on August 9, 2001, with the provision for departments to recommend day classes scheduled in the eight-week format upon District approval. July 4, 2000, shall be a holiday.
9. During the fall and spring semesters, the scheduled teaching session shall increase from 60 minutes to 70 minutes per class. The change does not apply to the summer and winter intersessions. Faculty who substitute during the fall and spring semester shall be compensated for each 70-minute instructional period at the appropriate rate from the Faculty Hourly Salary Schedule plus 1/6<sup>th</sup>.
10. Contract and regular faculty shall hold one 70-minute office period for each .2000 FTE of their annual load. Those who teach part of their yearly assignment during the intersessions shall prorate their required office hours (.2000 = 1 hour). The other considerations stipulated in Article X, H. remain applicable.
11. Part-time faculty assignments for the summer and winter intersessions shall not be applied toward the 60-percent requirement specified in California Education Code, §87882. All summer and winter intersession part-time faculty assignments shall be treated as designated in California Education Code, §87474.

## **Side Letter of Agreement**

### **2000-2002 COLLEGE CALENDARS**

The Riverside Community College District and the Riverside Community College Association, CTA/NEA agree to apply the following principles when the college implements the proposed 2000-2002 calendars:

1. Departments must submit yearly tentative teaching assignments for each contract and regular faculty member during the spring semester for the following summer, fall, winter, and spring terms. No contract and regular faculty member who satisfies his/her annual teaching assignment during the fall and spring semesters shall be required to teach during the winter intersession unless circumstances reasonably require the Vice President of Academic Affairs to adjust his/her teaching assignment.
2. Regular and contract faculty may choose either the winter or the summer intersession for compensation based upon the Summer Intersession Salary Schedule, if such intersession is not part of their annual teaching load. However, only one intersession will be paid based upon the Summer Intersession Salary Schedule.
3. Regular and contract faculty who choose to use the winter or summer intersession in order to complete their annual teaching load will be given priority for the intersession teaching assignments. If the District offers a summer intersession, regular and contract faculty members may complete part of their annual teaching assignment during the summer intersession. This does not obligate the Board to offer a summer intersession; therefore, unfulfilled load will be assigned during the next term.
4. Regular and contract faculty will be given priority for intersession teaching assignments.
5. Regular and contract faculty who are specifically required by the President (or designee) to be on College premises during periods that are not part of their annual teaching assignment will be compensated at his/her hourly rate of pay based upon the Faculty Hourly Salary Schedule.
6. Pay periods for regular and contract faculty will commence with the month of August.

## **APPENDIX J**

### **ANY NON-CONTRACTUAL DISTRICT GRIEVANCE POLICIES AND PROCEDURES SHALL ADHERE TO THE FOLLOWING PARAMETERS OF DUE PROCESS:**

1. Informal consultations shall take place prior to the formal grievance process.
2. The time limit for students filing grievances against a faculty member shall not exceed one year from the date of the grieved incident.
3. Grievances related to grades shall be allowed only for reasons allowable in the Education Code.
4. Once a complaint goes to the formal hearing stage, if it is withdrawn, such withdrawal is a concession the complaint had no merit.
5. Grievance processes shall be conducted by District employees who by job experience or training are competent to carry out these procedures.
6. The faculty member shall receive written findings relevant to the grievances made against him/her within seven days.
7. Signed copies of all written complaints must be given to the faculty member being grieved within a reasonable time.
8. Copies of all tapes and transcripts shall be provided to the faculty member grieved. All transcripts shall fall under the rules of confidentiality. The cost of duplicating to be borne by the individual requesting the duplicating.
9. The faculty member shall be given a list of all questions be asked at hearings and interviews at least 24 hours in advance.
10. A reasonable time limit shall be agreed upon for the hearing process by all parties involved. Every effort should be made to limit proceedings to a reasonable time.
11. The faculty member shall have appropriate representation in all hearings.
12. Faculty member may recommend any witness he/she believes will assist in resolving the issue in question.

## APPENDIX K

### PAY-PER-COURSE PROGRAM FOR PART-TIME FACULTY

1. Beginning with the Summer 1999 intersession, part-time faculty will receive compensation for each course they teach, regardless of holidays or the number of weeks in the semester/intersession. Part-time faculty will also be paid one additional hour for each unit of the course(s) to compensate for non-regularly scheduled time in contact with students and other professional activities required by this Memorandum of Agreement. By way of example, a part-time faculty member teaching a 3 unit course will be expected to assist students or engage in professional activities for 3 hours during the semester/intersession in addition to assigned instructional time. This requirement is not part of the part-time faculty member's scheduled teaching assignment.
2. Part-time faculty will sign a Semester/Intersession Tentative Assignment form and receive compensation in the following manner for each course taught:

Number of hours for the basic course (1 lecture unit = 18 hours; 1 laboratory/activity/performance unit = 54 hours) multiplied by the part-time member's hourly salary (Faculty Hourly Salary Schedule) plus one additional hour for each unit of the course for non-regularly scheduled professional time at the lab rate for Column 1, Step 1 of the Faculty Hourly Salary Schedule (Appendix B).

For those courses where the relationship of units and hours is not consistent with the standard formula (1 lecture unit = 18 hours OR 1 laboratory/activity/performance unit = 54 hours), part-time faculty will receive compensation for any additional hours worked at their hourly rate. An example of such a course is PHP-V25A, Women's Varsity Soccer, 2.00 units with 180 activity hours.

3. If any of the courses taught by the part-time faculty member are cancelled or reassigned under provisions outlined in the Agreement between the District and the Association, the part-time faculty member will receive his/her hourly salary pursuant to the Faculty Hourly Salary Schedule for time actually spent in classroom contact with the students enrolled in the course(s). Part-time faculty will receive compensation for the additional hours of student contact and other professional time only if the faculty member has a semester/session teaching assignment.
4. To be eligible for the pay-per-course program, a part-time faculty mem-

ber must be the instructor of record for a course carrying at least 1.0 unit or have a teaching assignment for a course equivalent to at least 1.0 unit. A course of less than 1.0 unit will be paid at the regular hourly rate.

5. Contract and regular faculty, classified personnel with teaching assignments, and administrators with teaching assignments as overloads will receive the lecture unit compensation stated above, but are not eligible for the additional hours of student contact and other professional time. Deductions in pay for absences for which there is no leave entitlement will be based on the Faculty Hourly Salary Schedule. Substitutes will be paid from the Faculty Hourly Salary Schedule.



# APPENDIX L

## ARTICLE I - SIDE LETTER OF UNDERSTANDING

May 30, 2000

Mr. Thomas C. Allen  
CTA/NEA President  
Riverside Community College  
4800 Magnolia Ave.  
Riverside, CA 92506

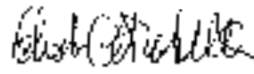
RE: Part-Time Faculty

Dear Mr. Allen:

In order to resolve the bargaining issue regarding part-time faculty who are excluded from the Unit (See Article I, Recognition), the District and the Association agree to maintain current language. The College is willing to state for the record its overall philosophy with respect to those part-time faculty who are not in the Unit. It is my belief that whether or not such part-time faculty are in or outside the Unit, they should be treated similarly both in terms of compensation and with respect to our requirements as to teaching and related duties.

The Association and the District recognize that the employment of part-time faculty is a semester-by-semester decision and that the departments will be hiring whomever they consider professionally best qualified for an appointment. As President of the District, I believe this is the appropriate approach and intend to recommend to the Board of Trustees that they pursue this philosophy.

Sincerely,



Salvatore G. Rotella, President

rwa

**APPENDIX M**

**RIVERSIDE COMMUNITY COLLEGE DISTRICT  
and  
RIVERSIDE COMMUNITY COLLEGE ASSOCIATION, CCA/  
CTA/NEA**

**MEMORANDUM OF AGREEMENT**

**Re: Extension of 1999-2002 Agreement through 2002-2003**

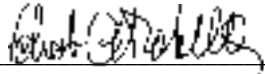
This AGREEMENT is made and entered into this third day of July 2000, by and between Riverside Community College District (hereinafter called the "District") and the Riverside Community College Association, CCA/CTA/NEA (hereinafter called the "Association").

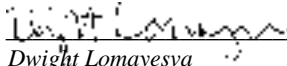
The District and the Association agree to amend the 1999-2002 Agreement as follows:

To extend the Agreement for one year, July 1, 2002 through June 30, 2003, with an increase in faculty salary compensation of COLA plus 2 %.

Dated: 7/5/00  
*Riverside Community College  
District*

Dated: 7/5/00  
*Riverside Community College  
Association, CCA/CTA/NEA*

By:   
*Salvatore Rotella  
President*

By:   
*Dwight Lomayesva  
President*