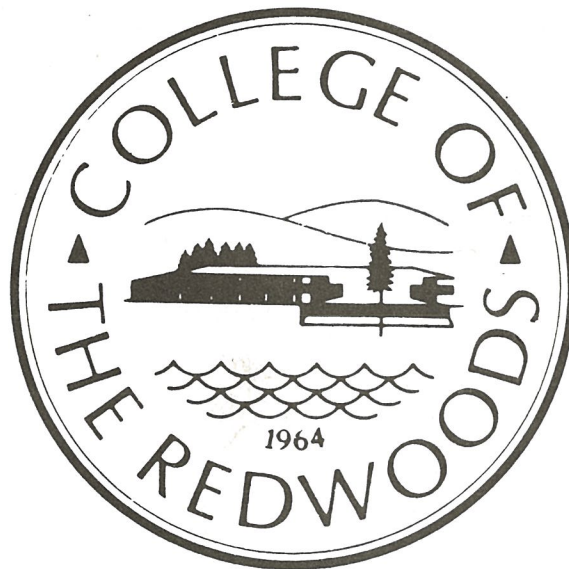


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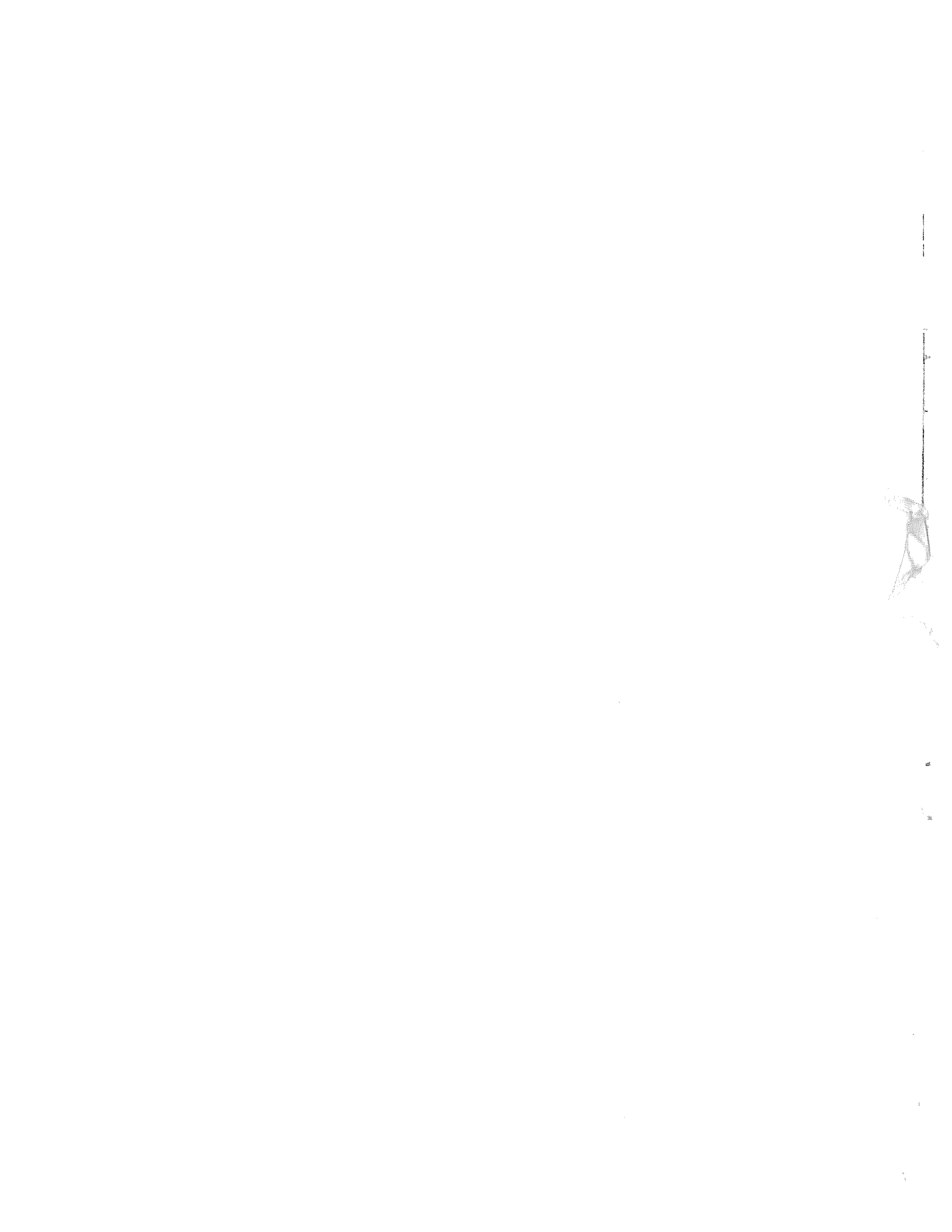
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THE C.R.F.O. CONTRACT

September 1, 1985-
August 31, 1988



COLLEGE OF THE REDWOODS
FACULTY ORGANIZATION





College of the Redwoods

Revised April 3, 1986
March 28, 1986

MEMO TO: Board of Trustees

FROM: Roy A. Hassman
Dean, Business Services

SUBJECT: TENTATIVE AGREEMENT WITH CRFO

This agreement is recommended to you for your approval.

There have been several changes since the previous agreement you considered. These are detailed below:

<u>PREVIOUS</u>	<u>CURRENT</u>	<u>ART.</u>
For laid off staff:		
18 months health & welfare	4 months	Art. 1
15 days paid job search	10 days	Art. 2
\$1,000 reimbursable expense	\$500	
Reduced work load staff	No change	Art. 3
Recalled staff seniority	No change	Art. 4
Pay back of incentive if staff member recalled		
Not in previous agreement	If recalled within 1 yr., full pay back of incentive, less health & welfare paid by staff member	Art. 1
Job Placement Service	No change	Art. 6
Minimum Five Years Service to qualify for incentives	No change	Art. 7
Date to apply for incentives, 3/24	4/18	Art. 8
Displacement Rights (competency)	No change	Art. 9
Increased health & welfare benefits		
Not in previous agreement	Increase medical to include paid drugs	Art. 10a
	Increase dental coverage of yearly maximum to \$1,500.	Art. 10b
	increase orthodontia to \$2,000 per dependent child.	
	increase paid % of prothodontry to 75%	
	Increase vision to provide 2nd pair of glasses & cosmetic contacts	Art. 10c
Estimated cost		
\$3,000		

ATTACHMENT # 1

TENTATIVE AGREEMENT WITH CRFO
MARCH 28, 1986
Revised April 3, 1986
Page Two

CRFO contribute to fringe benefit increase Not in previous agreement	(Estimated district savings \$10,000)	Art. 11
End of 1986-87 bargaining Not in previous agreement	(No more contract bar- gaining)	Art. 12

Language added:

1. First come/first serve resignations
2. District can deny request to resign

NOTE: CRFO initially requested that the District would not rescind the faculty layoff action in March. It was, however, agreed at the table that the District would have this option.

RAH:sa

EU
Ref

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	1
ARTICLE II	2
ARTICLE III - Wages and Working Conditions	3
ARTICLE IV - Leaves	9
ARTICLE V - Staff Insurance Program	17
ARTICLE VI - Early Retirement Benefits	19
ARTICLE VII - Reduced Workload Program	22
ARTICLE VIII - Tax Sheltered Annuity Program	25
ARTICLE IX - Grievance	26
ARTICLE X - Administrative Remedies	28
ARTICLE XI - Transfer and Reassignment Procedure	29
ARTICLE XII - Certificated Personnel Evaluation	32
ARTICLE XIII - Consult	36
ARTICLE XIV - School Year	37
ARTICLE XV - Reduced Load	38
ARTICLE XVI - In-Service Training Policy	39
ARTICLE XVII - Instruction Activities by Administrators	42
ARTICLE XVIII - Term	43
ARTICLE XIX	44
ARTICLE XX - Zipper Clause - Completion of Meeting and Negotiating	45
APPENDIX A - Certificated Salary Schedule	46
APPENDIX B - Part Time Certificated Salary Schedule	47

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ARTICLE I

This is an agreement between the Redwoods Community College District (hereinafter referred to as "District") and the College of the Redwoods Faculty Organization (hereinafter referred to as "CRFO" or "Organization") with the intent of enumerating the rights and responsibilities of the District and the Organization, during the course of this contract.

Wherever the pronoun "his" or "her" is used, it is always to mean "his/her" or "he/she."

ARTICLE II

The District confirms recognition of the College of the Redwoods Faculty Organization as the exclusive representative of the certificated employees, excluding Division Chairpersons, President/Superintendent, Executive Vice President, Dean/Instruction, Dean/Administrative Services, Dean/Students, Dean/Del Norte Education Center, Dean/Mendocino Coast Education Center, Dean/Business Services, Dean/Health Occupations, Director/Public Service Education, Director/Occupational Education, Coordinator/Data Processing, Associate Dean/Students, and Associate Dean/Instructional Support Services.

ARTICLE III

WAGES AND WORKING CONDITIONS

Instruction Time: A 50-minute class is an hour of instruction, day or evening. Instructors holding classes two or three hours should have a break of ten minutes for a two-hour class and twenty minutes for a three-hour class, the break taken at the convenience of the instructor and the class. Instructors and division chairpersons may secure permission from the Executive Vice President for three-hour evening classes to begin earlier than scheduled, if no student has a class in conflict and there are no students who cannot report early.

Minimum Class Size:

A. Minimum class size shall be 20 registrants.

B. This minimum shall apply to all lecture, seminar and laboratory classes. Independent study, research, coordinated instruction systems classes, and classes by arrangement may be exempted from such guidelines.

C. Exceptions may apply to courses required for graduation, courses required in a major or in career subject areas, courses offered irregularly based on enrollment and need, limited classroom or laboratory facilities, campus size and geographical location, experimental or pilot programs, statutory and state regulations mandating class size, and a class of unanticipated small size as an unassignable part of a full-time instructor's regular load.

D. Any exemptions to Paragraph A shall be approved by the Executive Vice President.

The duties and responsibilities of full-time faculty shall be as described in Board Policy #220.

The time required of faculty in the performance of these duties shall be reasonable.

The duties and responsibilities of full-time faculty shall be as described in Board Policy #220.

The time required of faculty in the performance of these duties shall be reasonable.

The duties and responsibilities of counselors shall be as described in Board Policy #214. The work hours for Counselors shall be 35 hours per week for the academic year.

ARTICLE III - continued

The duties and responsibilities of part-time instructors shall be as described in Board Policy #221. The time required of part-time faculty in the performance of these duties will be reasonable.

The duties and responsibilities of Assistant Librarians shall be as described in Board Policy #221. The work hours for assistant librarians shall be 35 hours per week for the academic year.

The duties and responsibilities of the Nurse, Health Services, shall be as described in Board Policy #227. The work hours per week shall not exceed 25 hours, for the academic year.

The duties and responsibilities of the Cooperative Work Experience Coordinator shall be as described in Board Policy #228. The work hours per week shall not exceed 35 hours, for the academic year.

Discrimination Statement: No faculty employee in the bargaining unit shall be appointed, reduced, severed, or any way favored or discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, martial status, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.

Any faculty employee under this paragraph maintains the right of freedom of representation.

Full Time Faculty Teaching Load Units:

A. Teaching load shall be 22-1/2 teaching units per semester, or 45 per year, excluding summer school.

B. Teaching load units shall be converted from class hours, thus:

1. Laboratory, activity, field work, clinical labs - 1.0 TLU. Could include a certain amount of lecture or explanatory work, but based primarily on a situation where students are supervised and working individually on experiments, in physical education activity, on shop projects; at art work, in musical activity, or in hospital training stations.

Any classes not clearly defined in the catalog in relation to lecture-lab will be defined by the Executive Vice President.

ARTICLE III - continued

2. Lecture work - 1.5 TLU. Includes that lecture work based on the assumption of two hours preparatory work for the instructor and two hours of outside assigned work for the student per classroom hour.

C. Should the total yearly load result in less than 45 TLU's for the year, the Executive Vice President will make appropriate additional assignments.

D. Faculty Responsibilities:

1. A regular part of an instructor's assignment is to provide guidance and advice throughout the year, including pre-registration and registration periods.

2. Service on college committees and/or as advisors to student organizations is a regular part of faculty members' professional obligation.

3. Adequate office hours (a minimum of five hours per week) must be maintained to assist students. No fewer than two office hours shall be maintained on any weekday on which the instructor does not have classes, without written approval by the Executive Vice President.

Part Time Faculty Load:

A. Teach organized courses not to exceed 60% of the 22.5 TLU's per semester (13.5 TLU's).

B. Teacher load units shall be converted from class hours, as follows:

1. Laboratory, activity, field work, clinical labs - 1.0 TLU. Could include a certain amount of lecture or explanatory work but based primarily on a situation where students are supervised and working individually on experiments, in physical education activity, on shop projects, at art work, in musical activity, or in hospital training situations.

Any classes not clearly defined in the catalog in relation to lecture-lab will be counted as lab.

2. Lecture work - 1.5 TLU. Includes that lecture work based on the assumption of two hours preparatory work for the instructor and two hours of outside assigned work for the student per classroom hour.

ARTICLE III - continued

Salary:

A. The certificated salary scale shall be adjusted annually by adding the average percentage increase of the state-wide benchmark to the then current College of the Redwoods certificated salary scale, exclusive of the special annual percentage bonus of 1% for 1985-86, 1.5% for 1986-87, and 1.5% for 1987-88. It is agreed the bonus percentages will not be cumulative from year to year.

B. The state-wide benchmark shall be calculated by finding the percentage of change in the state-wide median for each of the three years prior to the current year and calculating the average percentage of change during that period.

C. The state-wide benchmark shall be the median salary as set forth in the column four ("Highest Non-Doctoral Without Special Increments") of the Ross Report.

D. Adjustment of the salary scale shall not allow for a decrease in the District's certificated salary scale, but will maintain said scale as the salary "floor" for the duration of this contract.

E. For contract year 1985-86 the average percentage change is calculated as the sum of 2.53 plus 3.43 plus the actual percentage increase in the state median between 1983-84 and 1984-85, divided by three.

F. The preliminary salary adjustment for 1985-86, to become effective September 1, 1985, will be calculated as follows:

1984-85 base salary	\$36,543
Multiplied by 3.39 to equal	37,782
Plus a bonus of 1%	378
To equal a salary of	\$38,160

G. The preliminary salary adjustment for 1986-87, to become effective September 1, 1986, would be calculated as follows:

1985-86 base salary		\$37,782
Multiplied by 3 year average percentage described in F.		
For example: using	3.64	39,157
Plus a bonus of	1.5%	588
To equal a salary of		\$39,745

ARTICLE III - continued

H. For the year 1987-88, the method of calculation would be as in F and G above, with the bonus as 1.5% applied to the 1986-87 salary, excluding the 1.5% bonus of 1986-87.

I. The revised salary schedules for full-time faculty members and hourly or part-time faculty members for 1985-86 are as attached to this agreement.

J. 1. Part-time and overload salary scale shall be increased immediately by a factor of 1.5 to accommodate movement to a semester system.

2. Part-time salary scale for 1986-87 and 1987-88 shall be subject to identical percentage adjustment as that applied to the full-time certificated scale.

3. Annual percentage adjustment of the part-time salary scale shall be in effect from September 1.

4. Adjustment of part-time scale for 1985-86 shall be 5.4% effective July 1, 1985.

K. Overload for a full-time faculty will be compensated in the same manner as part-time faculty, with a maximum placement of Step 8. A maximum overload will be seven teacher load units except with prior written approval of the Executive Vice President, and all overload pay is to be paid at the end of June, except with prior written approval of the Executive Vice President. Summer work is not included in the seven teacher load unit limit for full-time faculty.

Compensation for Faculty Work Experience Coordination: Certificated staff members shall receive compensation for performing off-campus coordination of students who are enrolled in cooperative work experience programs. Assignments for work experience coordination are voluntary, and upon application by faculty members, will be made by the Executive Vice President.

Compensation for Teacher Coordination: Teacher coordinators will be compensated for each work experience student assigned to that instructor. Compensation will be made periodically, providing all required forms are submitted.

ARTICLE III - continued

Compensation for Special Projects, Duties, and Release Time: The District shall not revise the existing system based on policy changes until July 1, 1986. CRFO and the District will jointly review the existing system and complete recommendations for modifications to the system by December 31, 1985. Both parties agree to cooperate in implementing system revision by June 30, 1986, to be effective July 1, 1986. Upon revision of the system, CRFO will support District implementation and modification thereof.

Summer School for 1985 - Adjustment and Salary: The District and CRFO agree it would be financially beneficial to the district if the 1985 Summer Session ADA could be increased through increasing the total number of positive census student hours by increasing the number of instructional hours per unit from a basic plan of 16 hours to 18 hours per unit, when possible.

Both parties recognize that instruction compensation will be based on the hourly, or part-time portion of the CRFO collective bargaining agreement.

Both parties agree that the 1985 Summer Session is a time of transition from the quarter system in 1984-85 to the semester system in 1985-86. They further agree special compensation arrangements are desirable for the 1985 Summer Session.

It is therefore agreed:

A. The district will identify those courses which can realistically be revised upwards from 16 hours to 18 hours of lecture instruction per unit.

B. The district will pay 12.5/100 more in compensation when an instructor agrees to increase his/her instructional hours from a base of 16 lecture hours to a base of 18 lecture hours per unit. Each fraction of increase above the 16 hour base shall equal a comparable percentage or fraction of TLU.

C. CRFO will actively encourage its members and those instructors it represents to actively consider and participate in this effort to increase their total hours of instruction by 12.5/100.

ARTICLE IV

LEAVES

Sick Leave: Each certificated employee of the Redwoods Community College District shall be granted ten days of accident or sick leave for each year of employment by the District. Such leave shall accumulate, unless used, for so long as the employee remains with the District. (Ed. Code 87781)

Industrial Accident Illness Leave: A certificated employee sustaining an industrial accident or illness and unable to return to work shall be eligible to receive his/her regular paycheck under the Industrial Accident or Illness Leave" of up to sixty working days if he/she has been an employee of the District for three consecutive years. The following regulations shall apply:

A. Allowable leave shall be for sixty days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

B. Allowable leave shall not be accumulated from year to year.

C. Industrial accident illness leave shall commence on the first day of absence.

D. When a person employed in a position requiring certification qualification is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him for any month in which the absence occurs as, when added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him of not more than his full salary.

E. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

F. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

ARTICLE IV - continued

G. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Code Sections 87780, 87781, and 87786, and for the purpose of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

H. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. 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.

I. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state. (Ed. Code 87787)

Bereavement Leave: Absence due to death in the immediate family of the employee not to exceed three days (five days if out of state) shall be granted without loss of pay. Members of the immediate family as used here means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee. (Ed. Code 87788)

Personal Necessity Leave: Up to six days of absence for illness earned may be used as follows and shall be charged to accumulated or extended sick leave:

A. Death of immediate family member beyond that available on bereavement leave.

B. Accident to self or family member. (Ed. Code 87784)

C. Court appearance as party or witness. (Ed Code 87035)

Personal Leave: Personal leave of absence without pay or benefits may be granted by the Board of Trustees for the following reasons: (Ed. Code 87763)

A. Education, academic advancement or study.

ARTICLE IV - continued

B. Personal reasons

C. Travel

Sabbatical Leave Policy:

Purposes:

A. A sabbatical leave shall be granted for study, travel, research, related work experience, or any program of activity which will contribute to professional growth, thereby benefiting the District, the District's students and employees.

1. Sabbatical leaves for study: If the sabbatical leave is for the purpose of study, a planned program of courses or a special project will be submitted for approval by the Sabbatical Leave Committee.

2. Sabbatical leaves for travel: Sabbatical leave which for the purpose of travel will normally be approved only if the proposed travel program incorporates a plan of study or research in an area related to the applicant's field of work. Applicants will submit a detailed itinerary and program for approval by the Sabbatical Leave Committee with a statement of the objectives of the plan.

3. Sabbatical leaves for related work experience: Sabbatical leaves may be granted for engaging in a work experience program directly related to the employee's teaching assignment or administrative activities. Applicants will submit a detailed plan of their proposed program which will include the company or agency with whom they will be associated and explicit details of the work activities to be engaged in, together with the resulting proficiencies to be gained.

Guidelines:

A. Priority in the selection of applicants for sabbatical leave shall be given primarily in terms of the value of the leave to the District as a whole. In estimating the value of the leave to the District, its worth shall be judged not only in terms of immediate worth, but also in terms of what the applicant may contribute following his return to the District through classroom teaching, leadership, curriculum development, teaching methods or administrative duties.

B. No more than 5% of the total number of full-time certificated employees may be granted leave in any one fiscal year.

ARTICLE IV - continued

C. All departments of the College shall be given equal consideration in determining priority.

D. The selection committee shall consider the merits of each application, as follows:

1. 25% based on length of service to College of the Redwoods prior to application and subsequent to any previous College of the Redwoods sabbatical leave.

75% based on the worthiness of the sabbatical leave proposal. All other considerations being equal, the committee shall give consideration to any extenuating circumstances and to the past service given to the District by the individuals.

2. Any ties shall be decided by lot.

Eligibility:

A. Sabbatical leave must be preceded by at least six consecutive years of employment, all of which shall have been served as a regular credentialed full-time employee of the College of the Redwoods.

B. Leaves authorized by the Education Code and granted by the Board of Trustees will not interrupt the six-year sequence. However, there must be at least a total of six years of actual employment.

Application:

A. Persons eligible for and desiring a sabbatical leave shall apply on the "Application for Sabbatical Leave" form obtained from the President's Office. Each application must be submitted with Part (A) completed.

B. The application shall be filed with the President of the College during the month of November of the academic year prior to desired leave time. All applications shall be forwarded from the President to the screening committee during the first week of December for their processing.

C. The selection committee shall process the applications and hold a personal interview with each worthy applicant. It may reject those applications not considered worthy. Upon completion of the screening process, the worthy applicants shall be listed in order of the recommendation for leave. This shall be accomplished and returned to the President of the College by January 21. The President shall review the list and submit his recommendations for approval and disapproval to the Board for its action at the first Board meeting in February.

ARTICLE IV - continued

D. Those not receiving leave because of the restriction of the number on leave shall be considered alternates in the order listed. In the event that an applicant who has been granted leave cannot take his leave, the alternate list will be used to select a replacement. In no case will an alternate be appointed to fill a vacant leave position after May 1, unless he can furnish the College with an acceptable replacement for himself for his proposed term of absence. In no case will a vacancy be filled after September 1. Either or both of these last two restrictions may be waived if the Executive Vice President determines that no replacement will be required.

E. The list of applicants shall be valid for the one year under consideration. In no way does a position on the list have any implication for future listings. Applications must be resubmitted each year to be considered for leave.

Employee's Commitment:

A. Acceptance of leave implies an obligation to return to active duty as a full time College of the Redwoods employee for at least two years following return from leave. While the applicant is required to return to the District for a minimum of two years, a minimum expectation for granting a sabbatical may be five years.

B. Should the employee return for one year only, then he assumes the responsibility to repay the District one-half of the remuneration paid during leave. Two years' return to full time duty shall remove any obligation or commitment to District as regards to the sabbatical leave.

C. The employee's commitment agreement as stated in the application shall be in lieu of the employee's posting bond.

D. The employee's obligation shall be exonerated in the event that failure of the employee to return and render two years of active service is caused by the death or the physical or mental disability of the employee.

E. 1. Within sixty days of his return to District service, each employee shall file with the President of the College a written report relative to the purpose of the sabbatical leave. This report must provide evidence that the intent of the sabbatical leave plan has been fulfilled.

2. When formal college credit has been earned during the leave, an official transcript shall be attached to this report.

ARTICLE IV - continued

3. Should the Board determine that the intent of the leave had not been reasonably fulfilled, the Board of Trustees reserves the right to take such action as may be necessary to recover the funds paid to the employee while on leave.

F. In case the program of study, related work experience, or itinerary of travel, as agreed upon by the employee and the District, is interrupted by serious accident or illness during such leave, and the accident or illness is properly verified by a qualified physician, such interruption shall not constitute a violation of the contract or prejudice the employee against receiving the rights and benefits provided for under the terms of sabbatical leave. However, this is providing such interruption is not extended over a period of time that would cause the purposes of sabbatical leave to be abandoned. In such latter case, the "sabbatical leave" and its benefits may be terminated. In all cases of serious injury or illness of an employee on sabbatical leave, the President of the College shall be promptly notified by registered letter.

Financial Arrangements:

A. Salary:

1. A certificated employee who is granted a sabbatical leave of absence shall receive such automatic changes in salary rating and placement as would have been received had he remained in active service on the campus.

2. Employees on sabbatical leave shall be paid at same intervals as they would if working on campus.

3. The employee is responsible for making arrangements to receive his payments before leaving the campus area.

B. The amounts paid to the employee while on sabbatical leave will be as follows:

1. For the period July 1 to June 30 of the academic year, the employee will receive 60% of his current annual contract salary.

2. For a sabbatical leave of one semester or, at the discretion of the President, any four and one-half month period, he shall receive his regular contract salary for the full year.

3. Of the three options available, only one may be selected.

ARTICLE IV - continued

C. Employee benefits conditions:

1. Income Protection Insurance:

a. A copy of the application for leave must be submitted and reviewed by the insurance company. Such letter is to state fully the projected activities of the leave, location, time, purpose and length of leave.

b. Individual application will be reviewed and approved or disallowed (by the insurance company) on the following criteria:

- 1) Is the exposure to more hazardous situations?
- 2) Maximum duration to be one year.
- 3) Is there provision for payroll deduction?
- 4) Assurance that the employee on returning has a position waiting.

c. If insurance company approves the leave (in regard to income protection insurance only), the payroll deduction shall continue as if the employee was employed full-time.

2. Workers' Compensation: Both the governing board of any district and the district shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the district employed in a position requiring certification qualifications when the death or injury occurs while the employee is on leave of absence granted under provisions of Section 87763 to 87780, inclusive, of the Education Code.

3. Retirement: The sabbatical leave year is counted as a year of service for retirement purposes in State Teachers Retirement System.

4. Sick Leave: All rights of employee regarding sick leave shall accrue in regard to keeping the accumulated earned sick leave. Sick leave is earned during the time on approved sabbatical leave.

ARTICLE IV - continued

5. Insurance Premiums:

a. The District shall pay the same portion of the insurance premiums for the employee as it would if the employee were actually employed on campus.

b. While on leave, the employee shall be considered an active member of the staff and entitled to insurance benefits, provided he continues to pay any required insurance premiums.

Screening Committee:

A. Membership

1. Executive Vice President (Permanent Chairperson)
2. One person selected by CRFO
3. (Faculty Member) Chosen by Academic Senate
4. (Faculty Member)
5. One person appointed by College President

B. Terms of Office: Except for the Chairperson, each member shall serve for three years.

C. No one may remain on the Committee if he plans to or actually files as application for leave. Replacement will be selected by the same procedure as was used for the original appointment.

Employer's Commitment:

A. At the expiration of the sabbatical leave the employee shall, unless the employee agrees otherwise, be reinstated in the position held by him at the time of the granting of leave of absence.

B. No one shall lose any vacation time due to his taking a leave, and no one shall earn any vacation time while on sabbatical leave.

C. The Board has the right to reject any and all sabbatical applications.

ARTICLE V

STAFF INSURANCE PROGRAM

The Board of Trustees, Redwoods Community College District, agrees to maintain a staff insurance program. This program shall include:

1. Major Medical Health Insurance - employee and dependents.
2. Dental Insurance Including Orthodontia - employee and dependents. (Maximum coverage is \$1,250.00 for dental coverage.)
3. Salary Continuation Insurance.
4. Vision Insurance - composite.

The maximum District contribution per employee shall be limited to the amount approved by the Board of Trustees.

Medical benefits for surviving spouses: The District will provide the following benefits for the surviving spouse of full-time employees of the District:

The District will continue, at District cost, to provide medical benefits to the surviving spouse and dependent children for a period not to exceed 5 years, after which period the surviving spouse may remain in the District program at his/her own cost, in accordance with the following limitations:

A. The medical benefit shall be consistent with those being received by current employees and their dependents, including any expansion of benefit under the basic benefit program which is in existence.

B. The surviving spouse and their dependents will not be eligible to receive new fringe benefit programs or plans which may accrue to then current employees who are on active employment status with the District at the time the new benefit goes into effect which were not an expansion of the basic benefit program in effect at the time of death.

C. This benefit would not be provided if comparable coverage were available to the surviving spouse or upon remarriage.

D. If Medicare or CHAMPIS is available to the surviving spouse, he/she may remain in our medical plan at his/her own cost.

E. The spouse and other dependents shall continue to receive these benefits until the spouse reaches the age of 65, but not longer than 5 years after the employee would have attained the age of 65.

ARTICLE VI - continued

E. District payment for participation in this program for the employee and/or spouse shall be terminated at the time that the employee reaches 65 or, if the employee is deceased, at the age or date as set forth for the spouse in paragraph C above. Upon the District discontinuance of premium payments, the employee and/or spouse may elect to continue participation at their own expense provided there has been no break in coverage.

F. This plan or equal coverage when this plan is combined with other coverage for which the employee is qualified shall be effective until age 65. Such other coverage shall be, but is not limited to, Medicare A-B and coverage obtained or obtainable through other employment. If an option is available to an employee and/or spouse and the coverage is equal, the employee shall cooperate with the District to exercise the option provided such exercise does provide equal coverage.

G. For purposes of this program, the immediate family covered by this plan means only natural children, legally adopted children and spouse.

Minimum Requirements:

A. Must be certificated employee of the district.

B. Must have been a full time certificated employee for the 10 years immediately prior to such retirement.

C. Sabbatical leave or teacher exchange will count as eligible time within the 10 year period if accepted and used within the first 5 years of the 10 year period.

D. Leave without pay does not count toward part of the 10 year service requirement but does not constitute a break in the continuity of the 10 year requirement.

E. Paid sick leave counts toward the satisfaction of the 10 year requirement.

F. Extended sick leave (beyond paid sick leave time) does not count toward a part of the 10 year service requirement but does not constitute a break in the continuity of the 10 year requirement.

G. Employees eligible for disability retirement are not eligible to participate in this plan.

H. The employee must have attained the minimum age of 55 by the first day of retirement under this plan.

ARTICLE VI - continued

I. Employee acceptance of this plan is irrevocable. Further, it is understood and agreed by the parties that this program is for the benefit of the employees in the unit who wish to retire from active employment with the District, and therefore the employee is responsible to ascertain the provisions and coverages of the various retirement plans without assistance from the District. It is also understood and agreed by the parties that the District shall have no responsibility other than as set forth herein, particularly with regard to ascertaining specifics of the various retirement plans available to employees in the unit who are retiring and wish to take advantage of this program.

ARTICLE VII

REDUCED WORKLOAD PROGRAM

Initiation of Request: The option of reduced-load employment must be exercised at the timely request of the employee and by the mutual consent of the District.

Eligibility Requirements:

A. The member must have reached the age of 55 prior to reduction in workload. The member's last year of eligibility is the year of his 70th birthday.

B. The member must have been employed in a full-time position requiring certification for at least 10 years, of which the immediately preceding five years were full-time employment. For purposes of the Reduced Workload Program, a member of the State Teachers' Retirement System is considered to have been employed full-time if there was an agreement between the member and the employer to perform service equal to that required by the governing board of other full-time employees in similar grades and positions to receive a full-time compensation for each day the schools of the districts were maintained during the school year. On-the-job performance is not required. As long as there was an agreement to perform full-time service at the beginning of the school year, the employee will still be considered as being employed full-time if he is unavoidably absent due to illness, bereavement, etc., during the school year. Sabbaticals and other approved leaves do not constitute a break in service. Such leave, however, is not used to compute the five years' full-time service requirement prior to entering the program.

C. The certificated member in community colleges who is a participant in good standing in the State Teachers' Retirement System may hold any position.

Participation Requirements:

A. The minimum Reduced Workload employment shall be the equivalent of at least half of the number of days of service required by the contract of employment during the last year served in a full-time certificated position. This requirement can be met in many different ways. The employee can work at least 1/2 time for the complete year; full time for at least 1/2 year, etc. The measurement of full and half workload will be by Teacher Load Units (TLU).

ARTICLE VII - continued

B. The member shall be paid a salary that is the prorata share of the salary that would have been earned had the member not elected to enter the Reduced Workload Program. The salary received must be at least half the salary the member would have earned on a full-time basis. If the member is paid less than half of the full-time salary, the minimum participation requirement will not have been met.

It is mandatory that both the minimum salary and minimum employment requirements are met. If the member has a contract requiring more or actually serves more than half-time, but is not paid at least half full-time salary, the participation requirements will not have been met and the member will not be entitled to a full year of service credit. All contracts will be written to provide for more work than half-time so that the member who takes an unanticipated leave for bereavement, illness, etc., and is docked, will still meet the minimum equivalent of half the number of days and be paid at least half salary. If this cannot be done, the member must make up any days docked in the same school year if the participation requirements are to be met.

C. The employer and employee must contribute to the STRS 12.50% and 8%, respectively, of the full-time compensation the employee would have earned if employed on a full-time basis.

D. The employee cannot participate in the plan for more than five years or beyond the year in which the 70th birthday falls, whichever comes first.

During the period of participation, the employee is entitled to all other rights and benefits for which payments are made that would be required if employed full-time, including health benefits as provided in Section 53201 of the Government Code.

The employee failing to meet any of the above requirements will receive only that service credit based on the ratio of earnings to earnable salary, and will not receive the service credit that would have been received if employed on a full-time basis.

Administrative Requirements:

ARTICLE VII - continued

A. The agreement or contract must be executed by the employer and member, in writing, and submitted to the State Teachers' Retirement System through the County Superintendent of Schools to arrive at STRS at least 15 days prior to the participation in the Reduced Workload Program at the beginning of the school year or before the beginning of the second half of the school year, if only the second half is to be considered Reduced Workload service.

B. The participant must be identified and reported to STRS in accordance with the County/District Procedures Manual instructions.

C. Contributions for the participant and employer must be submitted to STRS based on the amount the participant would have earned if employed on a full-time basis regardless of the schedule of employment.

ARTICLE VIII

TAX SHELTERED ANNUITY PROGRAM

A. Each employee eligible for membership in State Teachers' Retirement System or Public Employees Retirement System shall be given the opportunity of entering into an amendment to such employee's contract of employment for the purpose of effecting a reduction in the salary paid to such employee.

B. For each employee who voluntarily elects to accept such reduction in the salary paid, Redwoods Community College District will, as directed by such employee, purchase with an amount equal to such reduction in salary, a non-transferable annuity contract issued by a life insurance company in which the employee's rights are nonforfeitable except for failure to pay future premiums.

C. Any employment arrangement between the Board of Trustees and an employee may be modified to substitute the payment of annuity premiums by the Board of Trustees in lieu of like portion of the compensation payable directly to the employee, and to provide that the Board of Trustees expend such amount as requested in writing by said employee for the purchase of a monthly annuity for such employee through any of the approved companies after execution by the company of an indemnity agreement.

D. All rights in such an annuity contract vest in the employee immediately upon purchase; and like amounts will be similarly expended in each year of the continued employment of each such employee, so long as such agreement remains effective, and unless contrary action is ordered by this Board of Trustees; and

E. For each employee who voluntarily elects to accept such reduction in the salary paid, Redwoods Community College District will pay to the State Teachers' Retirement System of California or Public Employee's Retirement System the amount necessary for the retirement contributions within the meaning of the provisions of Section 13814.1 of the California Education Code, prior to reorganization of the Education Code.

F. The Superintendent is authorized to procure and administer these annuity contracts.

ARTICLE IX

GRIEVANCE

A. Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.

B. Definitions:

1. Grievance: A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.

2. Grievant: Any member of the bargaining unit covered by the terms of this Agreement.

3. Day: A "day," for purposes of this Grievance Article, is any day in which the central administrative office of the College of the Redwoods is open for business.

C. Time Limits:

1. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure relative to the grievance in question.

2. District failure to respond within establish time limits at any step entitles the grievant to appeal to the next step.

3. Time is of the essence in all processing of grievances.

D. Member Legal Rights: Nothing contained herein shall deny to any member his/her rights under state or federal constitutions and laws. No member may use this grievance procedure in any way to (1) appeal discharge or a decision by the Board or administration not to review his/her contract; (2) dispute any action of the Board or administration which complies with state law; (3) appeal any decision of the Board or administration if such decision is applicable to a state or federal regulatory commission or agency. The grievant may be represented by a designee of CRFO at any step of this grievance procedure.

E. Procedural Steps:

1. Submission of Grievance: Within sixty calendar days after an alleged violation of this Agreement, the employee shall submit to the Executive Vice President a written statement of his/her alleged grievance. Submission of the grievance to the employee's immediate supervisor shall toll, for a maximum of twenty-one calendar days, the sixty day time limitation.

ARTICLE IX - continued

2. Response: The Executive Vice President or his/her designee shall communicate his/her decision to the employee within twenty-one calendar days after receiving the alleged grievance.

3. Appeal: In the event that the employee is not satisfied with the decision of the Executive Vice President, he/she shall appeal to the Board of Trustees by submitting to the Executive Vice President in writing, his/her appeal within twenty-one calendar days of receiving the decision of the Executive Vice President. The written appeal shall state in detail the reasons for the appeal and the remedy sought. In the event that the employee elects to appeal to the Board of Trustees, the Board shall, within sixty-five calendar days of receipt of the grievance, submit its decision on the grievance in writing. The decision of the Board shall be the final decision of the district on the grievance. Failure of the employee to appeal to the Board of Trustees as provided herein shall be deemed a waiver of his/her rights to appeal.

4. A grievant shall maintain his/her full legal remedies, including recourse to litigation, in the event that he/she is not satisfied with the final decision on the grievance.

ARTICLE X

ADMINISTRATIVE REMEDIES

CRFO agrees to exhaust any and all administrative remedies before filing any unfair labor practice charge, filing a complaint in a court, or seeking any outside assistance in resolving any type of labor dispute.

ARTICLE XI

TRANSFER AND REASSIGNMENT PROCEDURE

TRANSFER: The procedure set forth herein will be followed in cases of transfer of full-time faculty from the regularly assigned service location to another service location more than 30 road miles away from the regular service location. A "transfer" shall be distinguished from a "reassignment."

Upon recognition by the Executive Vice President of overstaffing on any campus or department and/or the need for additional faculty on any campus or department which may, in the opinion of the Executive Vice President, necessitate a transfer, the Executive Vice President shall consult with the Deans of the education centers and/or such other administrative and academic personnel as he deems appropriate.

Before a transfer is effected, volunteers shall be sought by the Executive Vice President to fill the need. The determination of the qualifications of volunteers to fill the identified need shall be made by the Executive Vice President after considering the recommendations of the transfer committee.

The transfer committee shall have five voting members as follows:

Immediate supervisor of faculty at present assignment;
immediate supervisor of faculty at proposed assignment;
three faculty members, two of whom are designated by the faculty senate, and one of whom is designated by CRFO.

If there are no volunteers or if the persons who volunteer are deemed by the Executive Vice President to be lacking in qualification to fill the need, the Executive Vice President shall file a written proposal with the transfer committee concerning who (if anyone) shall be transferred involuntarily. All involuntary transfers shall be upon the basis of seniority, assuming qualifications as defined below exist. Seniority shall be determined by reference to the seniority date of employee. Those faculty members whose seniority date is the same shall have their seniority established as by law. No faculty member shall be transferred if there is a less senior faculty member who is qualified to fill the position giving rise to the need for transfer. As utilized herein, the term "qualified" shall mean any person already teaching in the same service area or, in the alternative, who has taught at least two semesters in the same service area during the prior three school years as part of his regular load. As utilized herein, the term "service area" refers to courses commonly considered to be in the same or related disciplines.

ARTICLE XI - continued

In respect to voluntary transfers the Executive Vice President shall consider relative seniority, feasibility of hiring additional faculty, class size allotments, instructional needs on all campuses, and enrollment figures. The Executive Vice President shall present the transfer committee with a copy of his proposal, and upon receiving same the transfer committee shall convene and choose a chairperson. The transfer committee may invite college staff to attend committee discussions and discuss the transfer possibilities and may otherwise consider the Executive Vice President's proposal and shall transmit its recommendations to the Executive Vice President. A copy of its recommendations shall be sent to the person recommended for transfer.

The Executive Vice President shall in his discretion designate the faculty member to be transferred on all voluntary transfers. In regard to involuntary transfers the Executive Vice President shall select for transfer that qualified faculty member having the least seniority.

Moving expenses of any person (arising out of a district-initiated transfer) transferred voluntarily or involuntarily to meet the needs of the district shall be paid by the district up to a maximum of \$1,200.00. Any faculty member transferred voluntarily or involuntarily shall have the option to transfer back to his previous position at the original campus when an appropriate opening occurs provided in the opinion of the Executive Vice President the person has the qualifications.

Neither voluntary nor involuntary transfers shall affect seniority rights.

Mileage shall be paid to persons transferred according to district policy. Any person transferred voluntarily or involuntarily shall be compensated for additional travel time necessitated by the transfer at the district mileage rate.

REASSIGNMENT: This procedure will be followed in cases of reassignment of full-time faculty. "Reassignment" is to be distinguished from "transfer." "Reassignment" is utilization of a particular faculty member assigned to a particular service location for an assignment within 30 road miles of the service location to which he is regularly assigned.

ARTICLE XI - continued

Upon recognition by the Executive Vice President of overstaffing on any campus or education center and/or the need for additional faculty on any campus or department necessitating reassignment, the Executive Vice President shall consult with the appropriate heads and/or such other administrative and academic personnel as he deems appropriate.

Before a reassignment is effected, volunteers shall be sought by the Executive Vice President, where appropriate, to fill the need. The determination of the qualifications of volunteers shall be within the discretion of the Executive Vice President. If there are no volunteers or if the persons who volunteer are deemed by the Executive Vice President to be lacking in qualifications to fill the need, the Executive Vice President may resort to involuntary reassignment. In making an involuntary reassignment the Executive Vice President shall consider, in addition to those factors he may deem appropriate, the following:

A. Seniority. The general policy shall be to send less senior and/or part-time qualified faculty to conduct classes off the main campus when all other factors are equal;

B. If reassignment is for the purpose of filling out a full-time faculty member's load, then due consideration will be given to using courses paid for on a TLU basis (non-contractual).

C. Extent of off-campus teaching: It shall be the general policy, where practical, to limit instruction away from the employee's regularly assigned service location to one class per year per full-time faculty member.

Nothing herein shall be deemed to prevent the Executive Vice President from considering other factors such as teacher skill and ability, faculty availability, faculty experience, feasibility of hiring additional faculty, class size allotments, and instructional needs on all campuses, along with other relevant criteria.

ARTICLE XII

CERTIFICATED PERSONNEL EVALUATION

Purpose: The enactment of SB696 (Rodda) 1971 legislature establishes the concept that regular evaluation of certificated personnel is fundamental to the improvement of instruction.

Standards and procedures clearly defining evaluation procedures are required and must be uniformly administered. (Ed. Code 87626)

Definitions: (Ed. Code 87660 et. al.)

A. Contract employee means an employee serving in a position requiring certification qualification for the first or second academic year under a contract for employment.

B. Regular employee is an employee serving in a position requiring certification qualifications and so designated by the Board of Trustees as a permanent employee.

C. Temporary employee is an employee who is employed on a day to day or week to week basis.

D. Part-time employee is an employee employed for 13.5 TLU or less per semester.

Certificated positions include all certificated personnel not designated as "management", including non-teaching certificated persons.

Responsibility for implementation of this shall reside with the Executive Vice President, with recommendation for employment status residing with the Superintendent/President.

It is acknowledged that the Executive Vice President, the Dean/Instruction, and the Division Chairperson by description have the right and responsibility to visit any classroom at any time for the purpose of observation and evaluation.

Certificated personnel evaluation procedures are as follows:

Contract Employees - Stage I

A. The contract employee shall be evaluated by the sixth week of employment (generally the Fall Semester). The evaluators shall include the following:

1. Evaluatee's Division Chairperson (or Director, Education Centers).

ARTICLE XII - continued

2. One peer instructor as selected by the evaluatee.

B. The evaluation process shall consist of:

1. At least one classroom* visitation by each party described in A.1. and A.2. above.

2. All evaluators shall use the approved "Standard Evaluation Form for Certificated Staff" during the classroom visitation.

3. Classroom visitation should not be performed at the same time in one class by the members of the evaluation team.

4. The "Student Evaluation Form" shall be completed by all students in all of the evaluatee's classes. COUNSELORS AND LIBRARIANS SHALL DISTRIBUTE FORMS TO STUDENTS SERVED DURING FOURTH WEEK OF CLASS.

C. A post-evaluation conference shall be held, consisting of:

1. Executive Vice President and/or Dean/Instruction
2. Evaluatee's Division Chairperson
3. Peer Instructor
4. Evaluatee

D. Post-evaluation conference shall occur no later than the tenth week of employment.

E. During the post-evaluation conference the evaluatee will be given the results of student evaluation forms, as well as those from the individual evaluators.

F. Progression from Contract Employee - Stage I to Contract Employee - Stage II shall occur when:

1. Any two members of the evaluation team in C, above, deem it necessary.

2. In the event of major discrepancies between the results of the student evaluation and the peer/administrative evaluation.

3. The results of the student evaluations and one evaluator deem it appropriate.

ARTICLE XII - continued

Contract Employee - Stage II

A. When deemed necessary during Stage I, post-evaluation conference Stage II shall be implemented and completed no longer than the twelfth week of employment.

B. The evaluators in Stage II shall consist of:

1. Executive Vice President and/or Dean/Instruction
2. Evaluatee's Division Chairperson (for Instructional staff).
3. One peer instructor (chosen by the evaluatee in addition to the peer evaluator participating in Stage I).

C. Evaluation process shall consist of:

1. Conferences with the evaluatee by the evaluators collectively and/or singularly.
2. Classroom* visitations with all results of the visit recorded on and guided by the approved Standard Evaluation Form.
3. Classroom visitations need not be performed simultaneously by the members of the evaluation team.
4. Classroom visitations by the evaluation team need not be restricted to one visit.

D. The results of Stage II, with each evaluator's recommendation, shall be forwarded to the President no later than the fourteenth week of employment. Recommendations might include:

1. In-service training under the direct supervision of a "master teacher"**.
2. Leave of absence for maximum of one year without pay for personal or academic development.
3. Retention.
4. Dismissal.

Regular Employee - Stage I

A. Evaluation of regular employees shall be accomplished biennially.

ARTICLE XII - continued

B. Stage I shall duplicate procedures cited above for Contract employees - Stage I.

C. The regular employee shall be evaluated any time during the year prior to the fourteenth week of the Spring Semester. The specific evaluation time shall be scheduled by the Division Chairperson.

D. All evaluations shall progress to Stage II if either the Division Chairperson or the peer evaluator, with the concurrence of the Executive Vice President or Dean/Instruction expresses a need for instructional improvement on the evaluatee's part.

Regular Employee - Stage II

A. The evaluation process herein shall duplicate Contract employee - Stage II as to format and procedures (time schedule shall be set by the Executive Vice President or Dean/Instruction).

Criteria for Evaluating Contract Employee: (Ed. Code 87669)

Before making a decision related to the continued employment of a contract employee, the following requirements shall be satisfied:

1. The employee has been evaluated in accordance with standards and provisions established by the Board of Trustees.

2. The Board of Trustees has received statements of the most recent evaluations.

3. The Board of Trustees has received recommendations from the Superintendent/President.

4. The Board of Trustees has considered the statement of evaluation and recommendation in a lawful meeting.

* Classroom shall be interpreted to mean classroom, library, or offices, as appropriate.

** "Master teacher" shall be interpreted to mean classroom instructor, librarian, or counselor, as appropriate.

ARTICLE XIII

CONSULT

The District agrees to consult with CRFO concerning changes proposed on the following Board policies:

- A. Course outlines
- B. Textbooks
- C. Employment of Division Chairperson
- D. Employment of certificated personnel

ARTICLE XIV

SCHOOL YEAR

The faculty members' duties begin five days prior to the first day of classes in the Fall Semester and continue through graduation and at the end of the Spring Semester, except where excused or alternatively assigned by the Executive Vice President.

ARTICLE XV

REDUCED LOAD

Eligibility: Any full time regular employee is eligible for, and may request, a reduction in workload.

Initiation of Request: The reduced workload request is initiated by an employee and must be forwarded through channels for action by the Board.

Workload: The minimum workload shall be one-half of the annual full-time workload as defined in Article III of this Agreement. Employees who serve under this plan shall be given the same consideration as regular employees in regard to class assignments, scheduling and class sizes. Employees shall meet contractual obligations other than teaching in proportion to the load worked.

A. Salary: Salary shall be in direct proportion to workload and may, with agreement of District, be prorated over twelve months.

B. Fringe benefits: The employee on reduced workload shall retain all rights and benefits of a full-time employee, including all fringe benefits.

C. STRS: The employee and the District shall make contributions to the STRS in proportion to the load worked, and the employee shall receive proportionate service credit.

D. Modification of workload: Requests for modification of the reduced workload must be approved by the Board.

E. Notification dates: An employee requesting participation in this reduced workload option must apply for consideration at least 120 days in advance of the period of reduced load, or at a later time based upon mutual consent of parties involved.

F. Contract: Mutual consent to the conditions noted above must be reached within one month of the date of application.

ARTICLE XVI

IN-SERVICE TRAINING POLICY

For new faculty: All certificated full-time employees shall be assigned a reduced workload of 19-1/2 - 21 load units for their first semester of employment at College of the Redwoods. The balance of the work load (equivalent to 1 - 2 hours of lecture per week) shall be filled through participation in In-Service Training programs. The exact amount of released time for in-service training will depend upon the individual's schedule variables. In addition, new first-time faculty will not carry overload schedules and shall be excused from student advising and committee assignments.

Credentialed staff: An In-Service Training Committee shall be organized and shall be composed of two faculty senate appointees, two appointees from the faculty at large appointed by CRFO, and chaired by the College's Executive Vice President. The committee's function is to evaluate both in-service courses to be offered for ITU's (In-Service Training Units) and individual projects also to be offered for ITU's. The committee will have the responsibility of maintaining the quality integrity of both programs.s

The Faculty Development Committee will receive all proposed In-Service courses and projects and approve them or return them to the originator for suggested revisions. Upon final approval by the committee, the course will be offered for the appropriate members of the certificated staff. At the conclusion of the course, the originator will have the responsibility of submitting an evaluation of the course to the Faculty Development Committee. This evaluation shall include comments of both the participating faculty and the course instructor (plus the originator, if different from instructor).

Both In-Service Training courses and individual projects can be originated by appropriate staff members, cleared through the Division Chairs (or appropriate administrative agents) and submitted to the In-Service Training Committee for action. The IST Committee, after consulting with affected administrative agents, including the Executive Vice President, can give final approval for projects.

Option A: The following schedule will be used to establish ITU's for credit on the College of the Redwood's salary schedule. No more than 15 ITU's may be used for a change of column purposes on the College of the Redwoods' salary schedule. No vertical movement is made by accumulation of ITU's. Any computation of unit value/lecture hours/lecture-lab-field trip/ out of class hours shall take into account the change from a quarter to semester system.

ARTICLE XVI - continued

Option B: Certificated staff members may, in consultation with their Division Chairperson, choose to have ITU's applied to their teaching load rather than to the change of column on the College of the Redwoods salary schedule of the In-Service course given during the academic year.

One TLU may be substituted for one load unit. No more than three ITU's may be used in any one semester or in any academic year for this purpose.

ITU's may not be used on computing faculty load units for purposes of overload pay. ITU's will not be given for Fall Faculty Orientation sessions.

Option C: The accumulation of ITU's may be used as a basis for application for Professional Growth Increment, if such increment is approved by the Board.

In-Service Training Units (ITU's) may be earned in the following ways:

1. Teaching or attending conventionally organized workshops or seminars with 12 or more participants.
2. Divisional workshops.
3. Individual projects.

Individual projects should meet one of two criteria for acceptance by the IST Committee: 1. Clear growth and development of the individual within his/her area of expertise; or 2. To meet some larger need by the College, such as retraining for new duties, skills or teaching assignments. All in-service courses shall be organized as continuing education courses (credit or adult non-credit) and all participants will be enrolled for ADA purposes. Add cards may be used for any course beyond the first one in any semester.

Instructors of any In-Service course must have the appropriate credentials if they are to be paid, and they will be paid on the part-time salary scale (unless this teaching is part of their regular faculty load). Guest lecturers who cannot be credentialed must receive prior clearance in order to be paid on a consultant basis if payment is deemed appropriate.

In-Service Application:

Prerequisite: Permission of the Instructor and the Faculty Development Committee.

ARTICLE XVI - continued

Objective: Development of faculty and administration groups who want to work on common problems and/or needs.

Credit: Appropriate In-Service Training Units (ITU) as outlined in the In-Service Training Policy, Part II.

Grades: Cr - Nc

These courses may be taken more than once for ITU credit if approved by the course instructor and the Faculty Development Committee.

Guidelines for Course Approval:

1. The staff participants or the instructor will submit a course proposal to the Faculty Development Committee and shall include:

- a. Course objective
- b. Topics to be covered
- c. Dates of course, hours, ITU's, etc.
- d. Prerequisites if any
- e. Cost to College in staff, materials, etc.

2. Proposals should be submitted to the Faculty Development Committee at least two weeks prior to the first course meeting.

ARTICLE XVII

INSTRUCTION ACTIVITIES BY ADMINISTRATORS

CRFO agrees to support the District plan developed during Program Review which allows District administrators occasionally to teach a course or courses, provided the administrator has credentials and a level of competency acceptable under normal policies, codes, and directives and provided further that such assignment has received prior approval of the instruction department concerned.

ARTICLE XVIII

TERM

The term of the agreement shall be from September 1, 1985, through August 31, 1988.

ARTICLE XIX

It is hereby agreed and recognized by the parties hereto, including the District, CRFO, its officers, employees, members, and agents and all persons whom CRFO represents or has represented in employment relations with the District, that this agreement constitutes an express complete waiver, release, compromise and settlement, of any and all claims, rights and causes of action by CRFO, its officers, employees, members, and agents, and all persons whom CRFO represents or has represented in employment relations with the District, and each of them, against Redwoods Community College District, its Governing Board, its officers, employees, agents and former officers, employees, and agents, and each of them, in any matter pertaining to or arising out of alleged collective bargaining contractual commitments or policies of the District pertaining to the language in the contracts for the years commencing January 1, 1976 through August 31, 1983, concerning the policy of the Board of Trustees to pay in accordance with the statewide median predicated upon "its ability to pay." The CRFO has made a claim that for the years commencing January 1, 1976 through and including the contract year ending August 31, 1983, the District has breached a contractual duty to pay salary and benefits in accordance with the statewide median or, in the alternative, some sum in excess of the amount actually paid.

By this waiver CRFO intends to waive the right of any and all of its members and persons it represents or has represented in employee relationships with the District, or any of them, whether together or individually, to file a suit, or a labor relations complaint, upon the aforementioned claims. It is further agreed that this waiver, release, compromise and settlement is of the essence of this agreement and constitutes consideration for the covenants and promises contained herein. In the event CRFO, its officers, employees, members, or agents, or any of them, or any person represented by CRFO, currently or in the past, files any such claims against the District, its Board of Trustees, officers or employees or former officers or employees or any of them, alleging a breach of any former contractual commitments described above, CRFO shall assist the District to the extent of 50% of the costs thereof in the defense of such lawsuit or claim and shall actively cooperate with the District using any and all lawful methods to dissuade, discourage and terminate such litigation or claim. CRFO and its members also jointly agree to hold District, its governing board, officers, employees and former officers and employees harmless from any money damages which might be awarded against them as a result of the filing of any claim, cause of action, labor relations complaint, or lawsuit against them as described above.

ARTICLE XX

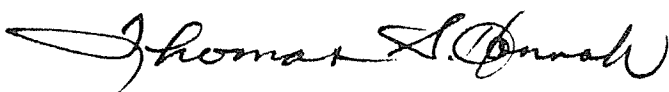
ZIPPER CLAUSE - COMPLETION OF MEETING AND NEGOTIATING

During the term of this agreement both parties waive and relinquish the right to meet and negotiate and agree that neither shall be obligated to meet and negotiate with the other respecting any subject or matter, whether referred to or covered in this agreement or not, even though such subjects and matters may not have been within the knowledge or contemplation of either or both the District or CRFO at the time they met and negotiated on and executed this agreement, and even though such subjects or matters may have been proposed and later withdrawn.

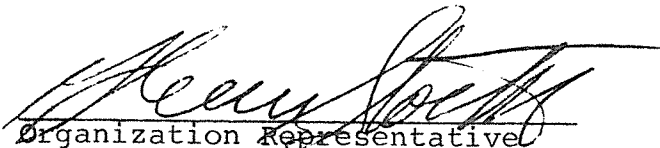
Notwithstanding the above, each party may reopen negotiations for the year 1986-87 and the year 1987-88 only on fringe benefits and two unspecified subjects. Salaries and any compensation in the form of a one-time payment shall not be subject to negotiations during the term of this Agreement. In order to exercise any right to reopen negotiations as described above, CRFO shall deliver its initial proposal to the office of the Dean, Business Services, not later than May 1, 1986, for 1986-87, and May 1, 1987, for 1987-88 negotiations.

Date: 8/6/85

Date: 8-9-85



District Representative



Organization Representative

APPENDIX A

Board of Trustees Policy No. 309
 Exhibit 309.01

COLLEGE OF THE REDWOODS

CERTIFICATED SALARY SCHEDULE

September 1, 1985 - August 31, 1986
 Using *.0339 Increase, plus 1%

STEP	CLASS I BA	CLASS II MA	CLASS III MA + 20	CLASS IV MA + 40
1	19,681	21,485	22,965	24,548
2	20,384	22,332	23,891	25,553
3	21,250	23,216	24,853	26,598
4	22,080	24,135	25,851	27,688
5	22,949	25,089	26,890	28,822
6	23,847	26,083	27,972	29,999
7	24,779	27,109	29,099	31,226
8	25,750	28,184	30,268	32,504
9	26,757	29,301	31,484	33,833
10	27,804	30,454	32,752	35,218
11	28,889	31,660	34,067	36,660
12	30,018	32,910	35,437	38,160

NOTE: Faculty with an earned doctorate degree with an accredited school in the appropriate field will receive \$500 above his/her annual salary as developed by placement on the above schedule.

The hourly rate for the Nurse, Health Services shall be \$10.97.
 The hourly rate for the Instructor-Seminars Workshops shall be \$8.36.
 The rate for part time instructor orientation is \$20.00 per session once each year.

*To be revised when three year actual average increase data is available.

APPENDIX B

Board of Trustees Policy No. 309
 Exhibit 309.01

COLLEGE OF THE REDWOODS

SEMESTER BASED
PART TIME CERTIFICATED SALARY SCHEDULE

Summer School 1985
 September 1, 1985 - August 31, 1986*

STEP	CLASS I BA	CLASS II MA	CLASS III MA + 20	CLASS IV MA + 40
1	222.78	243.19	259.96	277.86
2	231.47	252.80	270.43	289.24
3	240.56	262.79	281.32	301.09
4	249.94	273.21	292.63	313.42
5	259.76	283.99	304.39	326.26
6	269.94	295.25	316.64	339.58
7	280.50	306.87	329.39	353.46
8	291.49	319.01	342.63	367.93

*NOTE: Part time instructors will be placed on the 1985-86 unit member salary schedule and advanced one step on the schedule for each 45 teacher load units of service to a maximum of Step 8.

For 1985-86, the compensation schedule is calculated at the 1984-85 schedule, times 1.5 for the semester conversion, times 1.054.