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## *Agreement Between*

*Redwoods Community College District*

*and*

*College of the Redwoods Faculty Organization*

*September 1, 1994 through August 31, 1997*

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**AGREEMENT BETWEEN  
REDWOODS COMMUNITY COLLEGE DISTRICT  
AND  
COLLEGE OF THE REDWOODS FACULTY ORGANIZATION**

Effective September 1, 1994 through August 31, 1997

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**ARTICLE I**  
**PREAMBLE**

- 1.1 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.

**ARTICLE II**  
**RECOGNITION**

- 2.1 The district hereby recognizes that the College of the Redwoods Faculty Organization (CRFO) is the exclusive representative for the employees in the representation unit which is composed of all faculty employees.

**ARTICLE III**  
**WAGES AND WORKING CONDITIONS**

3.1 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.

3.2 Minimum class size:

3.2.1 Minimum class size shall be 20.

3.2.2 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.

3.2.3 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 the full time employee's regular load.

3.2.4 Any exemptions to Paragraph 3.2.1 shall be submitted to the Vice President, Academic Affairs, or the Associate Vice President, for consideration.

3.3 Contract days: The academic calendar shall be negotiated annually. A revised attachment to this contract will be developed and agreed to by the CRFO and the district. This attachment will reflect the contract days for the next year. This agreement shall be reached by March 1 of each contract year for the following year, so long as this contract shall remain in effect.

176	Teaching (open to modifications, if state action requires or allows)
2	Fall Orientation
1	Commencement
<u>2</u>	Emergency Reserve days
181	Total

It shall be the policy of the district not to schedule contract days during the Semester breaks.

3.3.1 Academic year: The employee's duties begin two week days prior to the first day of classes in the Fall Semester and extend through commencement, or the last day of final exam period in the Spring Semester, whichever is later.

CRFO CONTRACT -continued

- 3.3.2 Temporary changes in an individual faculty member's work year may be made by the Vice President, Academic Affairs, or the Associate Vice Presidents at Mendocino Coast and Del Norte, with the voluntary consent of the faculty member involved. Permanent changes in a faculty member's work year must be negotiated with CRFO.
- 3.3.3 The work schedule of non-teaching faculty Carole Bright, Allen Keppner, Gerry Phillips, Harry Pyke, Gary Valdi, Rodney Kaloostian, and Gary Korn has been, is, and will be 181 days during the academic year (College of the Redwoods annual calendar: fall and spring semesters only, and excluding summer school, breaks, and holidays), unless and until otherwise negotiated between the CRFO and the district. Should any above-named non-teaching faculty member serve as a teaching faculty member or administrator and then return to service as a non-teaching faculty member, her or his work schedule of 181 days during the regular academic year will once again be in force, unless and until otherwise negotiated between the CRFO and the district.

The work schedule of non-teaching faculty Brooks Anderson, Samuel Escobar, Carol Mathews, James Ritter, Maren Rose, Truly Hunter, James McCauliff, and Barry Savage is 181 days during a twelve-month period, unless and until otherwise negotiated between the CRFO and the district.

- 3.4 Full-time faculty teaching load units:
- 3.4.1 Teaching load shall be 22 1/2 teaching load units per semester, or 45 per year.
- 3.4.2 Teaching load units shall be converted from class hours, as follows:
- 3.4.2.1 Lecture work - 1.5 TLU based upon the assumption of two hours preparatory work for the instructor per classroom hour.
- 3.4.2.2 Laboratory, activity, field work, clinical labs - 1.0 TLU. Could include a certain amount of lecture or explanatory work, but class time is primarily devoted to experiments, physical education activity, shop projects, art work, musical activity, or hospital training.
- 3.4.2.3 Special lab courses - 0.75 TLU. It is agreed some lab settings are such that all instructional preparation, delivery, and follow-up occurs within the scheduled lab hours. For these areas, a full-time load will consist of a 30 hour assignment in the setting. The settings agreed to include: Court reporting dictation labs, nursing skills labs, computer information systems labs.



CRFO CONTRACT -continued

- 3.4.2.1 The administration will add to this list only those lab settings negotiated with CRFO.
- 3.4.2.2 Special lab course assignments for associate faculty will be compensated at the regular lab rate (1.0 TLU/hour).
- 3.4.3 For the purposes of calculating wages, Community Education, contract education, and extension classes are excluded from this section of the contract.
- 3.5 The work hours for Counselors, Assistant Librarians, Cooperative Work Experience Coordinator, and other non-teaching faculty positions shall be 35 hours per week.
- 3.6 Employees with underloads:
  - 3.6.1 In the event of an underload, the employee and his/her supervisor will meet to develop or consider additional activities to increase the employee's utilization. A recommendation will be made to the Vice President or the Associate Vice President as appropriate. Assignments for making up the underload shall be made at the discretion of the district and may be made up during the current or following semester.
  - 3.6.2 It is understood that the assignments or projects agreed upon may involve activities outside of the Academic or Instruction area.
- 3.7 While faculty assignments will not normally be changed after the beginning of a semester except in cases of low enrollment or underloads, the district reserves the right to change assignments during the semester upon a reasonable determination by the district that such a change is necessary to protect the well-being of the employee or students.
- 3.8 Faculty responsibilities:
  - 3.8.1 A regular part of an employee's assignment is to provide guidance and advice to students throughout the academic year.
  - 3.8.2 Service on college committees and/or as advisors to student organizations is a regular part of the employees' professional obligation in addition to office hours and regular assignment.
  - 3.8.3 Adequate office hours (a minimum of five office hours per week) must be maintained to assist students. No fewer than two office hours shall be maintained on any weekday on which the employee does not have classes, without the written approval of the Vice President.

CRFO CONTRACT -continued

3.8.3.1 Any full-time employee having ten or more TLU's off campus during a semester shall be eligible, with the approval of his/her respective Division Dean, to schedule a maximum of two hours of office hour responsibility in the off-campus instructional setting when there is evidence that an appropriate space is available. These office hours are to be established at the beginning of the semester and posted in the appropriate location.

3.9 Associate faculty load:

3.9.1 Associate faculty will not be assigned to teach courses in excess of 60% of the 22.5 TLU's per semester (13.5 TLU's).

3.9.2 Teacher load units for associate faculty shall be converted from class hours, as in Article 3.5.

3.10 Permanent part-time positions: The district and CRFO will negotiate to determine which positions will be designated as Permanent Part-Time.

3.10.1 Purpose: The purpose of this policy is to provide permanency of employment after successful completion of a probationary period to part-time faculty in selected positions designated by the district.

The permanency given to certain part-time employees pursuant to this policy is intended to operate independently of the classification scheme provided in State law for those faculty who are either contract or regular employees, and is not intended to grant any rights to temporary employees as that term is used in the California Education Code except to the extent that rights are granted to certain temporary employees by this policy.

3.10.2 Eligibility: Only those employees who are specifically hired to fill the part-time positions specifically designated by the district as "permanent part-time positions" are eligible for permanency of employment pursuant to this policy.

3.10.3 Level of permanency: The level of part-time permanency to be achieved by a person hired pursuant to this policy shall be limited to the percentage of load compared with a full-time employee with similar duties as designated in the position description. Permanent and probationary part-time employees will not be granted additional workload for any reason and at any rate of pay unless and until the percentage of load designated in the position description has been increased by specific action of the Board of Trustees and consented to in writing by the employee. The district is under no obligation to increase the percentage of load of those positions

CRFO CONTRACT -continued

if additional work becomes available. The district may add to the number of part-time positions either designated for permanency or part-time positions not designated for permanency in the same or similar fields without increasing the designated load of any permanent part time position.

- 3.10.4 Probationary status: A part-time employee hired to teach in a designated position pursuant to this policy shall serve a probationary period of four academic years after the employee is selected to teach in a designated position. No time served in any other position at the district or in any other district shall be counted toward satisfaction of the probationary period. In order for a year to be counted toward the four year probationary requirement, the person must have been employed for the entire academic year as that term is understood and utilized in the district.
- 3.10.5 Non-reemployment of probationary part-time employees: A part-time probationary employee in the first probationary year who is in a position which is subject to this policy may be refused reemployment for the subsequent academic year in the same manner as provided in California Education Code Section 87608-97611 as those sections are applied to contract employees.
- 3.10.6 Dismissal, discipline and suspension: Dismissal, discipline or suspension of a probationary or permanent part-time employee subject to this policy will be permitted and shall be for the same causes and reasons and accomplished in the same manner as provided in the California Education Code for contract and regular employees respectively.
- 3.10.7 Layoff or reduction in hours: A layoff or reduction of hours of part-time employees subject to this policy shall be permitted on the same basis, for the same reasons and accomplished in the same manner as layoff or reduction in hours of contract and regular employees respectively, except that for purposes of "bumping," part-time employees will only bump other part-time employees without regard to relative seniority between a part-time employee and a contract or regular employee. In other words, a seniority list will be maintained for contract and regular employees pursuant to state law and a separate seniority list will be maintained for part-time employees subject to this policy. In the event of layoff or reduction of hours, each list will be separately administered. The services of no tenured employee may be terminated while any probationary employee, or any other employee with less seniority, is retained to render a service in a faculty service area in which the tenured employee possesses

CRFO CONTRACT -continued

the minimum qualifications and is competent to serve. (Education Code section 87743.)

- 3.11 Salary: The district and CRFO share the goal of increasing the faculty salaries and the district-wide load to at least the state average (based on the Ross Report, the ACCCA load report, or other mutually agreed upon reports).
- 3.11.1 Full-time employees shall be paid an annual salary based on education and experience, as stipulated on the academic employee salary schedule (Schedule A which is attached and incorporated herein).
  - 3.11.2 Permanent part-time employees will be placed on the academic employee salary schedule and shall be entitled to a prorated portion of that salary.
  - 3.11.3 Salary for permanent employees will be paid in twelve equal payments, on the last working day of each month.
  - 3.11.4 Associate faculty members shall be paid per TLU based upon placement on the associate faculty salary schedule (Schedule B which is attached and incorporated herein).
  - 3.11.5 Additional salary rates are provided as follows:
    - 3.11.5.1 Lecture Rate - Hourly: Placement on the associate faculty salary schedule, divided by 12.
    - 3.11.5.2 Lab Rate - Hourly: Placement on the associate faculty salary schedule, divided by 18.
    - 3.11.5.3 Counselor Rate - Hourly: Placement on Schedule D, which is attached and incorporated herein.
    - 3.11.5.4 For additional duties beyond normal faculty assignments, coaches will be paid a stipend according to the attached schedule (Schedule C, which is attached and incorporated herein).
  - 3.11.6 A stipend of \$1,000 per full-time assignment shall be paid for all full-time employees who have a doctorate degree. Permanent part-time employees, or employees on reduced load, shall receive that portion that their assignment bears to a full-time load.

CRFO CONTRACT -continued

- 3.11.7 The district may create special additional salary supplements for employees through an Endowed Faculty Chair program. The funding would come from privately endowed foundation funds.
  - 3.11.7.1 Recipients of these special additional salary supplements will be selected by a committee of three members. One member of the committee shall be appointed by the district, one by the Academic Senate, and one by the grantor. The Director, Human Resources, shall convene the committee.
- 3.12 Salary schedule - associate, hourly and regular faculty overload:
  - 3.12.1 The salary schedule will be adjusted annually by the percentage as calculated for the regular, full-time salary schedule.
- 3.13 Overload for a full-time employee will be compensated in the same manner as associate faculty, with a maximum placement of Step 8. A maximum overload will be ten teacher load units except with prior written approval of the Vice President. Summer work is not included in the ten teacher load unit limit for full-time employees. Overload pay will be paid on the April 10 supplemental payroll, providing all required documentation and approvals are received in the Payroll office before March 31.
  - 3.13.1 Overload assignments shall be voluntary. Distribution of overload shall rotate among eligible department members who desire overload. In the event that insufficient overload exists to meet demand, the most senior full-time department member shall be granted the first choice of one overload class unless said member had overload in the prior semester, in which case the next most senior full-time member shall receive first choice of one overload class. This formula and seniority pattern shall be followed to allow all department members to share equally in available overload.
  - 3.13.2 Classes eligible for overload will be determined on a semester by semester basis by the Division Dean or Associate Vice President.
- 3.14 Load banking: A full-time employee is allowed to teach additional classes above the normal class load. Non-teaching faculty are allowed to teach, counsel or perform other duties for the district for which they are qualified, beyond their contract obligations. In lieu of payment for this overload, the employee may elect to bank those TLU's for future use as released time.
  - 3.14.1 Faculty overload may be earned in accordance with current policy.
  - 3.14.2 The banked TLU's will be accumulated at a rate of 50% of the actual TLU's worked.

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- 3.14.3 The frequency of released time under this policy shall be no more than one semester (or its equivalent) out of every three years.
- 3.14.4 Banked TLU's may not be accumulated and used in the same semester.
- 3.14.5 Each semester, an employee wishing to bank TLU's must complete a "banking application" which includes approval by his/her Division Chair and the appropriate Dean or Vice President. This completed form is submitted to the Human Resources office.
- 3.14.6 No more than one semester of load TLU's can be accumulated.
- 3.14.7 If a class being banked is canceled, the banking is canceled and the employee is paid for the classes which met.
- 3.14.8 An employee who does not carry a full load in any semester will withdraw any accrued TLU's, at the rate earned, from the bank to complete the load.
- 3.14.9 The employee must apply for banked time off at least one month before the class schedule development deadline.
- 3.14.10 Banked TLU's may not be held for more than five years. If the employee does not take the time off by the eleventh semester after the banking began s/he will be paid for that time at the hourly rate in effect at the time the TLU's were banked, using a "first in, first out" approach.
- 3.14.11 Prior to taking time off, the following must be certified by the employee, Division Dean and the appropriate Vice President or Associate Vice President:
  - 3.14.11.1 The program will not be jeopardized by the absence of the employee; and
  - 3.14.11.2 Competent staff are available to teach the classes/provide the services vacated by the regular employee.
- 3.14.12 In the event the banking contract is not met, the money will be paid to the individual or his/her estate.
- 3.15 Cooperative education coordination: Employees shall receive compensation for performing off-campus coordination of students who are enrolled in Cooperative

CRFO CONTRACT -continued

Education programs. Assignments for Cooperative Education Coordination are voluntary, and upon application by employees, will be made by the Vice President.

- 3.15.1 Compensation for coordination: Coordinators will be compensated for each cooperative education student assigned to that employee. Compensation will be made periodically, providing all required forms are submitted. The compensation rate shall be \$50.00 per student per semester for students enrolled in Cooperative Education and working at off-campus job sites.
- 3.16 Independent study: Employees shall not be paid for independent study.
- 3.17 Reassigned time for department chairs: 4.5 TLU's of reassigned time will be granted the department chair each semester. Department chairs will be evaluated on the basis of the performance of their duties. It is estimated that the position requires an average of approximately nine hours/week.
- 3.18 Large class format: Additional TLU's will be provided to faculty who teach very large classes.
- 3.18.1 Courses will be offered in the large class format only by the mutual agreement of the faculty member and the Vice President for Academic Affairs, and if approved for large class format by the Curriculum Committee. Courses may be offered in the large class format no more than once prior to being approved by the Curriculum Committee.
- 3.18.2 All proposals to offer courses in the large class format must address the issue of quality and include safeguards to ensure that the number of students does not cause a deterioration in academic quality.
- 3.18.3 For courses designated to be taught in the large class format, 125% of the normal TLU's will be allocated to the course if 60 to 85 students are officially enrolled in and attending class at the end of the second week of classes, 150% for 86-110 students, 175% for 111-135 students, and 200% of the normal TLU's will be allocated if 136 to 160 students are officially enrolled and attending.
- 3.18.4 The TLU's for the large format classes may be shared among two or more faculty members or may all be allocated to a single faculty member.
- 3.18.5 The TLU's for large format classes may be part of a faculty member's regular load or may be carried as an overload.

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- 3.18.6 If classes planned as large format do not enroll the required number of students and if this causes an underload for a faculty member, the underload will be made up in the usual ways provided for in the collective bargaining agreement.
- 3.18.7 If required, readers or aides will be provided to assist faculty teaching large format classes. Two hours of assistance per week will be provided for classes between 60-85 students; four hours of assistance per week will be provided for classes between 86 and 110 students; and six hours of assistance per week will be provided for classes of 111 students or more. A greater or lesser number of hours may be allocated, depending on circumstances and by the mutual agreement of the instructor and the Vice President for Academic Affairs.
- 3.18.8 Combined classes may not be eligible for large class format, as defined here, except for the combined lecture of a science or health occupation lecture/lab course, or other combined classes approved by the Vice President for Academic Affairs.
- 3.18.9 No courses offered by means of distance education technology will be eligible for large class format, as defined here.



ARTICLE IV  
LEAVES

- 4.1 Calculation of leave usage: Deductions will be made proportionate to assignments, in one-quarter day increments, regardless of how many hours were actually involved. For example, if an employee misses an entire day's assignment, he/she will be charged one full day. If an employee misses one-half of an entire day's assignment, the deduction will be one-half day.
- 4.2 Sick leave:  
Each full-time employee of the district shall be granted ten days of accident or sick leave for each year of employment by the district.
- 4.2.1 Permanent part-time employees shall be granted that portion of ten days of sick leave as the employee's load bears to a full-time load. Such leave shall accumulate, unless used, for so long as the employee remains with the district. (Ed. Code 87781).
- 4.2.2 Any employee who has been an employee of a California school district for a period of one school year or more and who accepts an academic position with the Redwoods Community College District at any time within the succeeding school year in which the previous employment is terminated, shall be credited with unused accumulated sick leave acquired at their previous district of employment. The amount of accumulated sick leave must be verified by the previous district within one year of initial employment. (Education Code 87782-83)
- 4.2.3 Sick leave for associate faculty: Each associate faculty employee shall earn one day sick leave for each semester worked. Such leave shall accumulate from semester to semester as long as the employee is continuously employed by the district. Leave balances are eliminated when there has been a break in employment.
- 4.2.4 Sick leave reporting: Absence will be reported by the employee each day to the appropriate administrator before the usual reporting time except in an emergency. The employee will keep his/her administrator informed as to when he/she expects to return. When reasonably required by the District employees will provide a physician's release to return to work, or provide reasonable verification of the reasons for any absence of more than one day.
- 4.3 Industrial accident or illness leave: An 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

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been an employee of the district for three consecutive years. The following regulations shall apply:

- 4.3.1 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 industrial accident.
- 4.3.2 Allowable leave shall not be accumulated from year to year.
- 4.3.3 Industrial accident or illness leave shall commence on the first day of absence.
- 4.3.4 When an employee 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/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- 4.3.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 4.3.6 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/her for the same illness or injury.
- 4.3.7 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.
- 4.3.8 During any paid leave of absence, the employee shall endorse to the district the temporary disability indemnity checks received on account of his/her 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.
- 4.3.9 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).

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- 4.4 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).
- 4.5 Jury duty: Employees called for jury duty or to serve as a witness when subpoenaed shall receive their regular salary during the required period of absence from duty, less such remuneration as they shall receive for their service.
- 4.6 Family leave: Family leave will be provided, to employees who have one year of continuous service and who have at least 1,250 hours of service during the previous twelve months, in accordance with established law.
- 4.7 Personal necessity leave: Up to six days may be used as follows and shall be charged to accumulated or extended sick leave. The approval and use of this leave is subject to the approval of the employee's supervisor.
- 4.7.1 Death of immediate family member beyond that available on bereavement leave.
- 4.7.2 Accident to self or family member. (Ed. Code 87784).
- 4.7.3 Court appearance as party or witness. (Ed. Code 87035).
- 4.8 Leave without pay or benefits: Absence may be granted by the Board of Trustees for the following reasons: (Ed. Code 87763).
- 4.8.1 Education, academic advancement or study.
- 4.8.2 Personal reasons.
- 4.8.3 Travel.
- For leave without pay or benefits on the basis of any other than personal reasons (4.8.2 above), application should be made prior to February 1 for the fall semester, or September 1 for the spring semester.
- 4.9 Personal Use Day: The district will grant all represented full-time employees two Personal Use days per year, subject to prior written approval of their supervising administrator, in addition to other forms of leave. There will be no carry forward of unused days. Permanent part-time employees will be entitled to a prorated portion of two Personal Use days. Except under extraordinary circumstances, Personal Use days shall not be used during orientation or commencement.

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- 4.10 CRFO released time: The district will grant 9 TLU of released time to CRFO for distribution as their Executive Committee determines. The approval and use of this released time for an individual is subject to the approval of the employee's supervisor. The CRFO will have the option to purchase up to another 9 TLU at the regular faculty overload pay rate. The approval and use of this additional released time is also subject to the approval of the employee's supervisor.
- 4.11 Sabbatical leave policy:
- 4.11.1 Purposes: A sabbatical leave shall be granted to full-time employees, and to permanent part-time employees, for study, travel, research, related work experience, or any program or activity which will contribute to professional growth, thereby benefiting the district, the district's students and employees.
- 4.11.1.1 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.
- 4.11.1.2 Sabbatical leaves for travel: Sabbatical leave 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.
- 4.11.1.3 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.
- 4.11.2 Guidelines:
- 4.11.2.1 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

CRFO CONTRACT -continued

applicant may contribute following his/her return to the district, through classroom teaching, leadership, curriculum development, teaching methods or administrative duties.

- 4.11.2.2 Unless the district Trustees approve a larger number of sabbatical leaves, 5% of the total number of full-time employees may be granted leave in any one fiscal year. (Certificated Administrators are not included in this percentage and are not part of these guidelines.)
- 4.11.2.3 \$60,000 of revenues from lottery funds will be reserved to support the sabbatical leave program.
- 4.11.2.4 All departments of the College shall be given equal consideration in determining priority.
- 4.11.3 The Sabbatical Leave Committee shall consider the merits of each application, as follows:
  - 4.11.3.1 25% based on service to College of the Redwoods. Such service would be determined on the basis of committee work, participation in shared governance or instructional improvement activities or other activities beneficial to the college.
  - 4.11.3.2 75% based on the worthiness of the sabbatical leave proposal. All other considerations being equal, the Sabbatical Leave Committee shall give consideration to any extenuating circumstances and to the past service given to the district by the individuals.
  - 4.11.3.3 Any ties shall be decided by lot.
- 4.11.4 Eligibility:
  - 4.11.4.1 Sabbatical leave must be preceded by at least six consecutive years of employment, all of which shall have been served as a regular full-time employee of the College of the Redwoods.
  - 4.11.4.2 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.

- 4.11.5            Application:
- 4.11.5.1           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.
- 4.11.5.2           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 Sabbatical Leave committee during the first week of December for their processing.
- 4.11.5.3           The Sabbatical Leave 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/her recommendations for approval and disapproval to the Board for its action at the first Board meeting in February.
- 4.11.5.4           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/her 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/she can furnish the College with an acceptable replacement for himself for his/her 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 Vice President determines that no replacement will be required.
- 4.11.5.5           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.

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- 4.11.6 Employee's Commitment:
- 4.11.6.1 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.
  - 4.11.6.2 Should the employee return for one year only, then he/she 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.
  - 4.11.6.3 The employee's commitment agreement as stated in the application shall be in lieu of the employee's posting bond.
  - 4.11.6.4 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.
  - 4.11.6.5 Within sixty days of his/her return to district service, each employee shall file with the Sabbatical Leave Committee 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, and the Sabbatical Leave Committee may make recommendations for rewrite if deemed necessary. The Sabbatical Leave Committee will report to the President of the College and the Board of Trustees on whether or not the intent of the sabbatical leave plan was fulfilled.
  - 4.11.6.6 When formal college credit has been earned during the leave, an official transcript shall be attached to this report.
  - 4.11.6.7 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.

4.11.6.8 In the 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.

4.11.7 Financial arrangements:

4.11.7.1 Salary:

1. An 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/she 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/her payments before leaving the campus area.

4.11.7.2 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/her 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/she shall receive his/her regular contract salary for the full year.



3. Of the three options available, only one may be selected. However, under exceptional circumstances the Sabbatical Leave Committee may approve additional options.

4.11.7.3

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 the 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 87775 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.
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/she continues to pay any required insurance premiums.

4.11.8 Sabbatical Leave Committee:

4.11.8.1 Membership:

1. The appropriate Vice President (Permanent Chairperson)
2. One person selected by CRFO
3. Two faculty members (chosen by Academic Senate)
4. One person appointed by College President.

4.11.8.2 Terms of office: Except for the Chairperson, each member shall serve for three years.

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

4.11.9 Employer's commitment:

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

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

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

ARTICLE V  
INSURANCE PROGRAM

- 5.1 The Board of Trustees agrees to maintain a staff insurance program. This program shall include:
- 5.1.1 Blue Cross Prudent Buyer Plan - employee and dependents.
  - 5.1.2 Dental insurance including orthodontia - employee and dependents. (Maximum coverage is \$2,000 per person per year.)
  - 5.1.3 Salary continuation insurance.
  - 5.1.4 Vision insurance - employee and dependents.
  - 5.1.5 Accidental death and dismemberment insurance: The district agrees to provide and fully fund an accidental death and dismemberment insurance policy for each regular, full-time and permanent part-time employee. The policy will cover the employee only, and the premium will be paid in full up to \$3/month/employee. Additional coverage will be available at the employee's expense.
  - 5.1.6 Tax sheltered annuity program: The district will take payroll deductions and make annuity premium payments as requested by the employee for participation in tax sheltered annuity programs.
  - 5.1.7 Employee Benefit Trust Fund (medical hardware not covered by employee's medical insurance):
    - 5.1.7.1 The district will contribute \$10.00 per month per regular full-time employee to the Employee Benefit Trust Fund. District contributions shall be part of the total pool for medical hardware benefits and shall not be designated for any past, current, or future employee.
    - 5.1.7.2 Eligible claims will be applied against the fund balance. Claims are subject to the following maximums:
      - 1. One claim per year
      - 2. Three claims maximum while in the program
      - 3. No more than \$2,000 per claim or \$5,000 total benefit from the program.
    - 5.1.7.3 Claims will be paid on a first come, first served basis to the limit of the account balance. All valid, unpaid claims will be held until account balance covers claim.

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- 5.1.7.4 Valid claims for Medical Hardware must meet all the following criteria:
1. Ordered by a physician
  2. Of no further use when medical need ends
  3. Usable only by the patient-employee
  4. Not for environmental control
  5. Not for exercise
  6. Manufactured specifically for medical use
- 5.1.7.5 Request for claim payment for medical hardware (as defined above), except hearing aids, must be initially submitted to the medical insurance provider. Following claim validation by the medical insurance provider, the employee may submit the claim to the Business Office for payment of the amount not covered by medical insurance (excluding the \$100.00 deductible which always remains the responsibility of the employee). Request for hearing aid claim may be submitted directly to the Business Office.
- 5.1.7.6 Coverage is provided for full-time faculty employees while employed. Spouses and dependents of the eligible employee are excluded from coverage under the Medical Hardware Account.
- 5.1.7.7 Interest earned from the Medical Hardware Account will remain in the fund.

5.2 The district will pay fully the premium costs to provide full benefits twelve months per year to permanent part-time employees.

5.3 Fringe benefits for part-time or hourly employees:

- 5.3.1 The district will make available, within the restrictions of its insurance carriers, all of its fringe benefit plans now available to regular full-time employees. This restriction also applies to those benefit plans legally available and controlled through the State of California.

The cost of this will be paid for by the part-time or hourly employee, and will not result in any additional cost to the district.

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

- 5.4.1 The district will continue, at district cost, to provide medical benefits to the surviving spouse and dependent children for a period not to exceed five years,

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after which period the surviving spouse may remain in the district program at his/her own cost, in accordance with the following limitations:

- 5.4.1.1 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.
- 5.4.2 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 affect which were not an expansion of the basic benefit program in effect at the time of death.
- 5.4.3 This benefit would not be provided if comparable coverage were available to the surviving spouse or upon remarriage.
- 5.4.4 If Medicare or CHAMPUS is available to the surviving spouse, he/she may remain in our medical plan at his/her own cost.
- 5.4.5 The spouse and other dependents shall continue to receive these benefits until the spouse reaches the age of 65, but not longer than five years after the employee would have attained the age of 65.
- 5.4.6 Dependents other than the spouse shall have no rights of their own as specified elsewhere in this contract, as the dependent qualifies, and/or as specified in applicable Federal and State Law (Cobra).
- 5.4.7 For purposes of this program, the dependents covered by this plan means only natural children and legally adopted children.
- 5.4.8 Minimum Requirements:
  - 5.4.8.1 Must have been a full-time employee for the ten years immediately prior to death.
  - 5.4.8.2 Sabbatical leave or teacher exchange will count as eligible time within the ten year period if accepted and used within the first five years of the ten year period.
  - 5.4.8.3 Leave without pay does not count toward part of the ten year service requirement but does not constitute a break in the continuity of the ten year requirement.

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- 5.4.8.4 Paid sick leave counts toward the satisfaction of the ten year requirement.
- 5.4.8.5 Extended sick leave (beyond the paid sick leave time) does not count toward a part of the ten year service requirement but does not constitute a break in the continuity of the ten year requirement.

**ARTICLE VI**  
**RETIREMENT BENEFITS**

- 6.1 Medical, dental and vision insurance for retirees to age 65: Retirees from the district who qualify for service or disability retirement under the State Teacher Retirement System (STRS) or Public Employees Retirement System (PERS) and are drawing retirement pay therefrom, shall be eligible to continue with the district's insurance plans, if any, at their own expense subject to the practical limitations availability. In order to continue participation with the program, the option shall be exercised prior to retirement.
- 6.1.1 Retirees will be allowed to participate at their cost in all fringe benefit programs modified or made available to their bargaining group since their retirement date. It is understood these coverages or fringe benefits may be offered to these retirees in a separate experience group, if that is the policy or practice of the Joint Powers Agreement or insurance carrier at the time the retiree enrolls in or obtains the coverage.
- 6.2 Early retirement benefits:
- 6.2.1 Any employees of the College of the Redwoods wishing to avail themselves of the early retirement benefits shall, prior to January 31, write a letter of request to the President. This letter shall outline the facts relative to having met the minimum requirements of the program.
- 6.2.2 The President shall validate the candidate's claims regarding minimum qualifications within ten days.
- 6.2.3 If the employee has been found qualified for participation in the early retirement program, the benefits shall commence on the first day of retirement.
- 6.2.4 Benefits for employees who were hired prior to September 1, 1994:
- 6.2.4.1 The district will continue to provide health and welfare benefits to the retired employee and dependents until the employee reaches the age of 65 at no cost to the employee.
- 6.2.4.2 The professional benefits shall be consistent with those being received by current employees in the unit and their dependents including any expansion of benefits under the basic benefits program which is in existence at the time the employee retires.
- 6.2.4.3 The retired employee and 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 retirement.

- 6.2.4.4 If the employee predeceases the spouse and other dependents as identified below, the spouse or other dependents shall continue to receive these benefits until the spouse reaches the age of 65, but no longer than ten years after the employee would have attained the age of 65.
  - 6.2.4.5 Dependents other than the spouse shall have no rights of their own for benefits under this program but only as the employee and/or spouse qualify for such benefits.
  - 6.2.4.6 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 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.
  - 6.2.4.7 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.
  - 6.2.4.8 For purposes of this program, the immediate family covered by this plan means only natural children, legally adopted children and spouse.
- 6.2.5 Employees who are hired on or after September 1, 1994, and who meet the eligibility requirements for the Early Retirement Program, shall be entitled to district-paid medical, dental and vision insurance coverages for a maximum period of seventy-two months (six years). The seventy-two month period of eligibility for this benefit may be activated at any time during an eligibility window which begins at age fifty-five and ends on attainment of age sixty-five. In no case will the district-paid benefits continue beyond age sixty-five. This

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benefit must be taken over one continuous period of time. Availability of this benefit is conditional upon its being offered by the provider and NCSMIG.

6.2.6 Minimum requirements:

- 6.2.6.1 Must be a faculty employee of the district.
- 6.2.6.2 Must have been a full-time faculty employee of the district for the ten years immediately prior to such retirement.
- 6.2.6.3 Sabbatical leave or teacher exchange will count as eligible time within the ten year period if accepted and used within the first five years of the ten year period.
- 6.2.6.4 Leave without pay does not count toward part of the ten year service requirement but does not constitute a break in the continuity of the ten year requirement.
- 6.2.6.5 Paid sick leave counts toward the satisfaction of the ten year requirement.
- 6.2.6.6 Extended sick leave (beyond paid sick leave time) does not count toward a part of the ten year service requirement but does not constitute a break in the continuity of the ten year requirement.
- 6.2.6.7 Employees eligible for disability retirement are not eligible to participate in this plan.
- 6.2.6.8 The employee must have attained the minimum age of 55 by the first day of retirement under this plan.
- 6.2.6.9 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.

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6.3 Medical, dental and vision insurance for retirees post age 65 to age 70 is provided to those eligible employees who were hired prior to September 1, 1994: The district will cover 70% of the cost of medical, dental, and vision insurance, up to a maximum of \$13,500 total for each eligible retired employee during the five year period from age 65 to age 70.

Requirements:

- 6.3.1 Program begins with those employees retiring in 1989 and who qualify for service or disability retirement under the State Teachers Retirement System (STRS) or Public Employees Retirement System (PERS) and are drawing retirement pay therefrom.
- 6.3.2 Must have been a full-time employee for the ten years immediately preceding retirement.
- 6.3.3 Sabbatical leave or teacher exchange will count as eligible time within the ten year period if accepted and used within the first five years of the ten year period.
- 6.3.4 Leave without pay does not count toward part of the ten year service requirement but does not constitute a break in the continuity of the ten year requirement.
- 6.3.5 Paid sick leave counts toward the satisfaction of the ten year requirement.
- 6.3.6 Extended sick leave (beyond the paid sick leave time) does not count toward a part of the ten year service requirement but does not constitute a break in the continuity of the ten year requirement.
- 6.3.7 The health and welfare benefits shall be consistent with those being received at the time the employee retires.

The retired employee and spouse 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 retirement.

- 6.3.8 If the retired employee predeceases the spouse, the spouse shall continue to receive these benefits until the time when the employee would have attained the age of 70 or the \$13,500 maximum been expended.
- 6.3.9 Dependents other than the spouse shall have no rights of their own for benefits under this program.

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- 6.3.10 District payment for participation in this program for the employee and/or spouse shall be terminated at the time that the employee reaches 70 or, if the employee is deceased, at the date the employee would have reached 70 up to the \$13,500 maximum. 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.
- 6.3.11 This plan or equal coverage when this plan is combined with other coverage for which the employee is qualified shall be effective until age 70. 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.

**ARTICLE VII**  
**PRE-RETIREMENT REDUCTION OF WORK LOAD**  
**WITH STRS SERVICE CREDIT**

- 7.1 Initiation of request: The option of reduced-load employment must be exercised at the timely request of the employee. The request for a pre-retirement reduction of work load is initiated by an employee and must be forwarded through the supervisor to the appropriate senior administrator for action by the Board of Trustees.
- 7.2 Eligibility requirements:
- 7.2.1 The employee must have reached the age of 55 prior to reduction in workload, and may not participate beyond age 70.
- 7.2.2 The employee must have been employed in a full-time position requiring certification for at least ten years, of which the immediately preceding five years were full-time employment and must be a member of the State Teachers' Retirement System (STRS). For purposes of the Pre-retirement Reduction of Workload Program, a member of STRS is considered to have been employed full-time if there was an agreement between the employee 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 academic 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 academic year, the employee will still be considered as being employed full-time if he/she is unavoidably absent due to illness, bereavement, etc., during the academic 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.
- 7.2.3 The employee in community colleges who is a participant in good standing in the State Teachers' Retirement System may hold any position.
- 7.3 Participation requirements:
- 7.3.1 The minimum pre-retirement reduction of 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 faculty position. This requirement can be met in many different ways. The employee may work at least 1/2 time for the complete year, or full time for at least 1/2 year, etc. The determination of how the leave is apportioned is made by the Board of Trustees, based on the instructional needs of the district. The measurement of full and half workload will be by TLU.

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- 7.3.2 The employee shall be paid a salary that is the prorata share of the salary that would have been earned had the employee not elected to enter the Pre-retirement Reduction of Workload Program. The salary received must be at least half the salary the employee would have earned on a full-time basis. If the employee is paid less than half of the full-time salary, the minimum participation requirement will not have been met.
  - 7.3.3 It is mandatory that both the minimum salary and minimum employment requirements are met. If the employee 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 employee 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 employee 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 employee must make up any days docked in the same academic year if the participation requirements are to be met.
  - 7.3.4 The employer and employee must each contribute to the STRS the required percentage contribution based on the full-time compensation the employee would have earned if employed on a full-time basis.
  - 7.3.5 The employee cannot participate in the plan for more than five years and must retire no later than at the end of that five-year period.
  - 7.3.6 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.
  - 7.3.7 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.
- 7.4 Administrative requirements:
- 7.4.1 The agreement or contract must be executed by the employer and employee, 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 Pre-retirement Reduction of Workload Program at the beginning of the academic year or before the beginning of the second half of the

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academic year, if only the second half is to be considered pre-retirement reduction of workload service.

- 7.4.2 The participant must be identified and reported to STRS in accordance with the County/District Procedures Manual instructions.
- 7.4.3 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.
- 7.5 Notification dates: An employee requesting participation in this Pre-retirement Reduction of Work Load with STRS Service Credit program must apply at least 120 days in advance of the period of reduced load, or at a later time based upon mutual consent of parties involved.
- 7.6 Faculty responsibilities:
  - 7.6.1 Faculty working under this Article are responsible for attending orientation and commencement.
  - 7.6.2 Faculty working under this Article are responsible for a prorated amount of student advising, committee work, office hours and flex time.

**ARTICLE VIII**  
**PARTIAL LEAVE PROGRAM**

- 8.1 Eligibility: Any full-time regular employee is eligible for, and may request, a partial leave.
- 8.2 Initiation of request: The partial leave request is initiated by an employee and must be forwarded through the supervisor to the appropriate senior administrator for action by the Board. The Board of Trustees will determine whether to grant such a leave based on the instructional needs of the district.
- 8.3 Workload: The minimum load shall be one-half of the annual full-time load 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 except that faculty working under this Article are responsible for attending orientation and commencement.
- 8.4 Salary: Salary shall be in direct proportion to load and may, at the request of the employee, be prorated over twelve months.
- 8.5 Fringe benefits: The employee on partial leave shall retain all rights and benefits of a full-time employee, including all fringe benefits.
- 8.6 State Teachers' Retirement System: 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.
- 8.7 Modification of load: Requests for modification of the partial leave must be approved by the Board.
- 8.8 Notification dates: An employee requesting participation in this partial leave 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.
- 8.9 Contract: The Board of Trustees shall respond to the request within two months of application.



**ARTICLE IX**  
**GRIEVANCE**

- 9.1 Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.
- 9.2 Definitions:
- 9.2.1 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.
- 9.2.2 Grievant: Any employee in the bargaining unit covered by the terms of this Agreement.
- 9.2.3 Day: A "day," for purposes of this Grievance Article, is any day in which the central administrative office of the district is open for business.
- 9.3 Time limits:
- 9.3.1 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.
- 9.3.2 District failure to respond within established time limits at any step entitles to grievant to appeal to the next step.
- 9.3.3 Time is of the essence in all processing of grievances.
- 9.4 Employee legal rights: Nothing contained herein shall deny to any employee his/her rights under state or federal constitutions and laws. No employee may use this grievance procedure in any way to (1) appeal discharge or a decision by the Board or Administration not to renew 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.
- 9.5 Procedural steps:
- 9.5.1 Level One: Within 30 calendar days after an alleged violation of this agreement, the employee shall submit to his/her supervisor a written statement of his/her alleged grievance.

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- 9.5.2 Response: The supervisor or his/her designee shall communicate his/her decision to the employee, in writing, within 21 calendar days after receiving the alleged grievance.
- 9.5.3 Level Two: In the event the employee is not satisfied with the decision of the supervisor, he/she shall appeal to the appropriate Vice President by submitting to the Vice President, in writing, his/her appeal within 21 calendar days of receiving the decision of the supervisor. The written appeal shall state in detail the reasons for the appeal and the remedy sought.
- 9.5.4 Response: The Vice President, or designee, shall communicate his/her decision to the employee, in writing, within 21 calendar days after receiving the appeal.
- 9.5.5 Level Three: In the event the employee is not satisfied with the decision of the Vice President, he/she shall appeal to the Board of Trustees by submitting to the President/Superintendent, in writing, his/her appeal within 21 calendar days of receiving the decision of the 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 65 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.

- 9.6 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**  
**TRANSFER AND REASSIGNMENT**

- 10.1 Transfer: The procedure set forth herein will be followed in cases of transfer of full-time employees 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."
- 10.2 Transfer initiated by the district:  
Upon recognition by the administration of over staffing on any campus or department and/or the need for additional employees on any campus or department which may, in the opinion of the administration, necessitate a transfer, the administration shall consult with the Associate Vice Presidents of the education centers and/or such other administrative and academic personnel as he/she deems appropriate.
- 10.3 Before a transfer is effected, volunteers shall be sought by the administration to fill the need. The determination of the qualifications of volunteers to fill the identified need shall be made by the President after considering the recommendations of the transfer committee.
- 10.4 The transfer committee shall have five voting members as follows:
- a. Division Dean or Associate Vice President of employee at present assignment
  - b. Division Dean or Associate Vice President of employee at proposed assignment
  - c. Three faculty members, two of whom are designated by the Faculty Senate, and one of whom is designated by CRFO.
- 10.5 If there are no volunteers or if the persons who volunteer are deemed by the Vice President to be lacking in qualification to fill the need, the 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 employees whose seniority date is the same shall have their seniority established as by law. No employee shall be transferred if there is a less senior employee 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 Faculty Service Area or, in the alternative, who has taught at least two semesters in the same Faculty Service Area during the prior three academic years as part of his/her regular load.
- 10.5.1 In respect to voluntary transfers the Vice President shall consider relative seniority, feasibility of hiring additional employees, class size allotments, instructional needs on all campuses, and enrollment figures. The Vice President shall present the transfer committee with a copy of his/her

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 Vice President's proposal and shall transmit its recommendations to the Vice President. A copy of its recommendations shall be sent to the person recommended for transfer.

- 10.5.2 The Vice President shall in his/her discretion designate the employee to be transferred on all voluntary transfers. In regard to involuntary transfers the Vice President shall select for transfer that qualified employee having the least seniority.
- 10.6 Moving expenses arising out of a district-initiated transfer of any person, 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 employee transferred voluntarily or involuntarily shall have the option to transfer back to his/her previous position at the original campus when an appropriate opening occurs provided in the opinion of the Vice President the person has the qualifications.
- 10.7 Voluntary internal transfers into positions identified for regular recruitment:
  - 10.7.1 Any full-time or permanent part-time employee may request a transfer from one campus to another where his/her training, experience and abilities coincide with the requirements of a position identified as vacant and open for regular recruitment by the district.
  - 10.7.2 Once the district has identified a vacant position and prepared a job vacancy announcement, the vacancy shall be posted internally for one week. A letter requesting transfer into the vacancy must be filed with the Director, Human Resources, during that week. The letter must include the reasons for interest in the position, and explain how the employee meets the requirements for the position.
  - 10.7.3 If a request for transfer is received within the time frame above, the vacancy will be withheld from regular recruitment for a maximum of three weeks while internal evaluation of the request is conducted.
  - 10.7.4 Internal evaluation process:
    - 10.7.4.1 An initial evaluation of the applicants according to the job announcement will be performed by the faculty and the Division Dean for the area where the vacancy exists, and a recommendation regarding transfer will be made by the

faculty and the Division Dean to the Vice President, Academic Affairs and the Associate Vice President.

- 10.7.4.2 Criteria for the decision regarding internal transfer shall include:
- a. Degree of fit between candidate's education and experience with the instructional needs of the department of vacancy
  - b. Ability of candidate to contribute to the effectiveness and collegial functioning of the department
  - c. Ability of candidate to enhance the department's educational and cultural diversity.
  - d. If more than one employee applies for the vacancy, and both candidates are considered equal after applying the criteria above, the most senior employee shall receive the transfer.
- 10.7.4.3 For those candidate's meeting the minimum job announcement qualifications, there will be a mandatory minimum of one of the following: an interview, a teaching demonstration, and/or a presentation by the applicant.
- 10.7.4.4 Final approval will be by determination of the President/Superintendent.
- 10.7.4.5 Unsuccessful applicants will be notified, including the reasons for denial, by the evaluation group or the President, whichever is appropriate.
- 10.7.5 The position which is vacated as a result of an internal transfer, if retained by the district, will not be subject to this transfer process.
- 10.7.6 Unsuccessful transfer applicants will retain all rights to the open recruitment and hiring process.
- 10.7.7 Moving expenses will not be provided for anyone voluntarily transferred into a regular vacant position.
- 10.7.8 Any employee accepted for transfer to another campus will be permitted to make the transfer when a suitable replacement is found. Any such transfer shall be considered permanent.

CRFO CONTRACT -continued

- 10.8 Neither voluntary nor involuntary transfers shall affect seniority rights.
- 10.9 Reassignment: This procedure will be followed in cases of reassignment of full-time employees. "Reassignment" is to be distinguished from "transfer." "Reassignment" is the temporary utilization of a employee assigned to a particular service location for an assignment within 30 road miles of the service location to which he/she is regularly assigned.
- 10.9.1 Upon recognition by the administration of overstaffing on any campus or education center and/or the need for additional employees on any campus or department necessitating reassignment, the Vice President shall consult with the appropriate heads and/or such other administrative and academic personnel as he/she deems appropriate.
- 10.9.2 Before a reassignment is effected, volunteers shall be sought by the Vice President, where appropriate, to fill the need. The determination of the qualifications of volunteers shall be within the discretion of the Vice President. If there are no volunteers or if the persons who volunteer are deemed by the Vice President to be lacking in qualifications to fill the need, the Vice President may resort to involuntary reassignment. In making an involuntary reassignment the Vice President shall consider, in addition to those factors he/she may deem appropriate, the following:
- 10.9.3 Seniority: The general policy shall be to send less senior and/or part-time qualified employees to conduct classes off the Eureka campus when all other factors are equal.
- 10.9.4 If reassignment is for the purpose of filling out a full-time employee's load, then due consideration will be given to using courses paid for on a TLU basis (non-contractual).
- 10.9.5 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 employee.
- 10.10 Nothing herein shall be deemed to prevent the Vice President from considering other factors such as teacher skill and ability, employee availability, employee's experience, feasibility of hiring additional employees, class size allotments, and instructional needs on all campuses, along with other relevant criteria.
- 10.11 Reassignments to Del Norte and Mendocino: (The following does not apply to Summer Sessions)

CRFO CONTRACT -continued

- 10.11.1 The district may request some of its regular full-time employees now assigned to the Eureka campus to perform portions of his/her contractually required service at the Del Norte and Mendocino locations. This would be in accordance with existing district policy and agreements with CRFO.
  - 10.11.2 If a regular, full-time employee whose regular duty assignment is at the Eureka campus is requested to perform a portion of his/her assignment at Crescent City or Ft. Bragg and he/she voluntarily agrees to this temporary reassignment, a 10% differential to the salary schedule will be paid. This differential will be paid in addition to the amount which would normally be paid to the individual. The differential will be for the percentage of a regular, full-time load that the employee is teaching or serving in at the Crescent City or Ft. Bragg campus of the district.
  - 10.11.3 This voluntary reassignment will be for up to one, regular full semester.
  - 10.11.4 At the end of the semester the employee's pay differential will cease to be paid unless the time at the location is formally extended by the district and agreed to by the employee.
  - 10.11.5 If the provisions of the policy or this agreement which allow involuntary assignment of an employee to the Del Norte or Mendocino locations are utilized, a differential will not be paid to the employee.
- 10.12 The district will accept requests for voluntary temporary reassignment at any time and will maintain a pool of those employees who have indicated an interest in teaching at Del Norte or Mendocino. Selection of the employee to fill a need for a temporary assignment at these two locations will be at the discretion of the district, based on satisfaction of the needs in the instructional programs at all college locations.
- 10.13 The district will pay the current IRS travel rate per mile as travel expense reimbursement to the employee voluntarily accepting a temporary reassignment. The rate will apply to the number of round trips required for the employee to complete the assignment. Payment will be made if the employee does drive his/her own automobile. The rate will not be paid to an employee who rides with another person who also is claiming a mileage reimbursement from the district.

**ARTICLE XI**  
**FACULTY EVALUATION AND TENURE**

- 11.1 Regular evaluation of faculty is fundamental to the improvement of instruction. Standards and procedures clearly defining evaluation procedures are required and must be uniformly administered. (Ed. Code 87626).
- 11.2 Definitions: (Ed. Code 87660 et. al.)
- 11.2.1 **Contract employee** means an employee of the district who is employed on the basis of a contract, in accordance with the provisions of Ed. Code Section 87605.
- 11.2.2 **Regular employee** is an employee so designated by the Board of Trustees as a permanent employee.
- 11.2.3 **Temporary employee** is an employee who is employed on a day to day or week to week basis.
- 11.2.4 **Part-time employee** is an employee employed for 13.5 TLU or less per semester.
- 11.3 Faculty positions include all faculty not designated as "management", including non-teaching faculty.
- 11.4 Responsibility for implementation of faculty evaluation shall reside with the Vice President, or Associate Vice Presidents, with recommendation for employment status residing with the Superintendent/President.
- 11.5 It is acknowledged that the Vice President, the Associate Vice Presidents, and the Division Deans by description have the right and responsibility to visit any classroom at any time for the purpose of observation and evaluation.
- 11.6 The Evaluation and tenure process for full-time and part-time faculty shall be in accordance with Board of Trustees Policy No. 325, as follows:

**FACULTY TENURE**

College of the Redwoods is dedicated to appointing faculty who exhibit knowledge, ability, enthusiasm and commitment to education and students. The faculty evaluation system was established to preserve and ensure this dedication to quality. A rigorous and demanding tenure review process is another method of assuring the continued excellence of instruction and learning at College of the Redwoods.



The Board of Trustees shall make tenure decisions based on the recommendations made by the Academic Senate and the President. Recommendations of the Academic Senate's Tenure Review Committee will be made available to the Board at their request.

- A. For a faculty member serving under the first academic year of his or her employment by contract, the Board of Trustees shall elect one of the following alternatives:
  - 1. Not enter into a contract for the following academic year.
  - 2. Enter into a contract for the following academic year.
  
- B. For a faculty member serving under his or her second consecutive contract, the Board of Trustees shall elect one of the following:
  - 1. Not enter into a contract for the following academic year.
  - 2. Enter into a contract for the following two academic years.
  
- C. For a faculty member employed under his or her third consecutive contract, the Board of Trustees shall elect one of the following alternatives:
  - 1. Employ the probationary employee as a tenured employee for all subsequent academic years.
  - 2. Not employ the probationary employee as a tenured employee.

**Tenure Review Process:** The tenure review process incorporates existing evaluation processes but extends them into a more comprehensive approach to tenure decisions. Each new non-tenured faculty member will be evaluated throughout his or her four-year probationary period by a faculty evaluation committee. While the evaluation committee may assess all aspects of the faculty member's performance, the primary focus will be teaching effectiveness. Each year this committee will submit its recommendations to the Tenure Review Committee of the Academic Senate as well as to the Vice President, Academic Affairs. These recommendations will be based on peer, student, administrator, and self evaluations, and on reports of professional growth. Evaluation of non-teaching faculty will be based on specific measures and procedures appropriate to their duties. All tenure review documents shall be filed in the Academic Affairs office until the tenure process is complete and then forwarded to the Human Resources office.

**Tenure Review Committee:** The Tenure Review Committee's responsibility in the tenure process is to review faculty evaluation committee materials and other documents submitted by the non-tenured faculty member and issue an annual report and recommendations to the Academic Senate and the President. This report will include recommendations on the re-employment and tenure of each non-tenured faculty member. The recommendations of the Tenure Review Committee will place particular emphasis on the evaluation of teaching effectiveness made by the Faculty Evaluation Committee but will go beyond that to rigorously evaluate the faculty member in regard to contributions to the district, discipline, and community. Before February 15, the

Academic Senate will make a recommendation to the Board of Trustees regarding re-employment or tenure for each non-tenured faculty member. The Board of Trustees will make all faculty re-employment decisions primarily based upon the judgment and recommendations of the Academic Senate and the President. If the Academic Senate recommendation is not accepted, the Board of Trustees or its designee shall communicate its reason in writing to the Academic Senate and the employee.

The Tenure Review Committee is a standing committee of the Academic Senate. The Tenure Review Committee will be chaired by a member of the Senate Executive Committee and will be composed of three additional faculty members from diverse disciplines appointed by the Senate President and the Vice President, Academic Affairs. The term of service for each faculty member is four years. In order to ensure proper rotation of the committee, two of the original faculty members will serve a two-year term.

The Chair of the Tenure Review Committee must ensure that all committee responsibilities are met each academic year. The Chair schedules committee meetings and arranges for recording the decisions of each meeting. The Chair is also responsible for compiling the annual report and recommendations and forwarding them to the Academic Senate and the President by January 15 of each year.

Academic Senate: The Academic Senate is responsible for the review of the Tenure Review Committee's recommendations, review of all documents if necessary, and submission of recommendations to the Board of Trustees regarding the re-employment or tenure of all non-tenured faculty members. The Academic Senate President and Human Resources Director will share responsibility for coordinating regular training sessions for Tenure Review Committee members on their duties, confidentiality, due process, civil liability and timelines for decisions.

Board of Trustees: Before making a decision relating to the continued employment of a non-tenured faculty member, the Board will ensure that the following requirements have been satisfied:

- a. The employee has been evaluated in accordance with Board Policy 327.
- b. The Board of Trustees has received the recommendation of the Academic Senate including statements of the most recent evaluations of the faculty member.
- c. The Board of Trustees has received the recommendation of the President.
- d. The Board of Trustees has considered the statement of evaluation and the recommendations in a lawful meeting of the Board.

## EVALUATION PROCESS FOR TEACHING FACULTY

### I. NON TENURED FULL-TIME TEACHING FACULTY

A. TIMING & APPOINTMENT OF PEER EVALUATORS

Non-tenured, full-time teaching faculty will at a minimum be evaluated for the first two semesters of employment and, then, each Fall semester until tenured. Two peers will be selected; one by the Division Chairperson/Director/other campus Dean<sup>1</sup> and the other by the faculty member to be evaluated. If there is a conflict of choice for the peer evaluator by either the faculty member or the Chairperson/Dean, the issue will be resolved by the Peer Review Committee<sup>3</sup>. The faculty member is encouraged to consider selecting a peer from outside the division/department. Each peer will visit and evaluate a minimum of two class presentations. Conclusions regarding the evaluations will be reported to the Chairperson/Dean on the standard peer evaluation form. Peers will also evaluate instructional materials (including course syllabi and tests).

B. STUDENT EVALUATIONS

There will be student evaluations conducted using the standard Student Evaluation Form or an approved alternative form<sup>2</sup>. Student and peer evaluations will be conducted during the fourth through sixth weeks of instruction. With the instructor absent, student evaluations will be administered and collected by the Division Chairpersons/Directors/other campus Deans and/or peer evaluators, using a standard set of instructions developed by the Chairperson/Dean. The Division Chairperson will conduct at least one classroom evaluation. All of these activities will be accomplished prior to the end of the sixth week of instruction. The Division Chairpersons/Directors/other campus Dean is responsible for collecting and tabulating all evaluation materials.

C. EVALUATION MEETING AND DESIGNATION

As soon as all of the evaluations have been completed and in any case no later than the eighth week of the semester, the instructor peer evaluators, Division Chairperson, and appropriate Dean shall meet at least once to review all evaluation materials (including student evaluation comments) and discuss the instructor performance. The Instructor will be designated by a majority of the evaluators as either (1) to be evaluated during the next regular interval, (2) to be evaluated during the next regular semester, or (3) to be reevaluated before the end of the current semester. All evaluation materials (forms A, B, D, E, and a statistical summary of the Student Evaluation Form C), should be reviewed by the appropriate Dean or Vice President before being forwarded to the personnel file\*.

D. RE-EVALUATION AND DESIGNATION

If the recommendation is for "reevaluation before the end of the current semester," a program for improvement and a process for reevaluation will be developed by a Reevaluation Team comprised of the Division

Chairperson/Director/other campus Dean, the two peers from the initial evaluation team, and the appropriate Dean. Prior to the beginning of the next semester, the Reevaluation Team will recommend either (1) evaluation during the next regular semester or (2) contract non-renewal\*. This recommendation will be forwarded to the "Peer Review Committee,"<sup>3</sup> and the Executive Vice President, Academic and Student Services. The "Peer Review Committee," after deliberation, will submit a report to the Executive Vice President by the end of the second week of the following semester corroborating or disagreeing with the Reevaluation Team's recommendations and making other recommendations as appropriate\*. The Executive Vice President will review all evaluation materials and make a recommendation to the President and the Board, by the third week of the semester, for either (1) non-renewal of the teaching contract, or (2) renewal with further review\*.

*(At each point in the process marked with an asterisk [\*], the evaluatee will be given an opportunity to review and respond to recommendations, or other materials, placed in the personnel file.*

## II. TENURED TEACHING FACULTY (PHASE I)

### A. TIMING, APPOINTMENT OF PEER EVALUATORS AND STUDENT EVALUATION

On alternate years, during either the fall or the spring semester of the academic year, two peers will be selected, one by the Division Chairperson/Director/other campus Dean<sup>1</sup> and one by the faculty member to be evaluated. If there is a conflict of choice for the peer evaluator by either the faculty member or the Chairperson/other campus Dean, the issue will be resolved by the Peer Review Committee<sup>3</sup>. The faculty member is encouraged to consider selecting a peer from outside of the division/department. Each peer and the Chairperson/other campus Dean will visit and evaluate a minimum of one class presentation. Peers will also evaluate instructional materials (including course syllabi and tests). Conclusions regarding the evaluations will be reported to the Chairperson/other campus Dean on the Peer Evaluation Form. There will be student evaluations conducted using the Student Evaluation Form or an approved alternative<sup>2</sup>. Student Evaluation Forms will be administered during the fourth through sixth weeks of instruction. With the instructor absent, Student Evaluation Forms will be administered and collected by the Chairperson/other campus Dean and/or peer evaluators using instructions developed by the Chairperson/other campus Dean. The Chairperson/other campus Dean is responsible for collecting and tabulating all evaluation materials.

### B. EVALUATION MEETING AND DESIGNATION

After all evaluations have been completed, the instructor peer evaluators, and Division Chairperson/Director/other campus Dean shall meet at least once, prior to the eleventh week of instruction, to review all evaluation materials (including student evaluation comments) and discuss the instructor performance. By majority consensus, the Evaluation Team will recommend one of the following options: 1) evaluation at the next regular interval, 2) limited reevaluation during the following academic year — to review specified areas of concern, or 3) initiation of Phase II evaluation procedures. All evaluation materials (Forms A, B, D, E, and a statistical summary of Student Evaluation Form C) should be reviewed by the appropriate other campus Dean or Executive Vice President, Academic and Student Services, before being forwarded to the personnel file\*.

### III. PHASE II

#### A. PHASE II TEAM AND ACTIVITIES

The Phase II evaluation team will be comprised of the division chairperson<sup>1</sup>, appropriate dean, and both of the Phase I peer evaluators. The Evaluatee in Phase II will meet with this team to discuss the evaluation and areas of concern that exist. Specific written recommendations and a timeline for improvement will be developed. Phase II activities may include but are not limited to: gathering additional evaluations, approving lesson plans, appointing a mentor, requiring psychological and/or medical counseling, requiring additional course work. The recommendations will include a schedule of subsequent meetings to determine compliance and progress.

#### B. PEER REVIEW NOTIFICATION

The Peer Review Committee must be notified of the initiation of any Phase II evaluations. It will monitor the progress of Phase II and have access to all evaluation information. All Phase I evaluation materials with a report of specific activities for improvement developed during Phase II will be forwarded to the Peer Review Committee.

#### C. PHASE II REPORTS, PEER REVIEW REPORTS AND DESIGNATIONS

No later than January 15 of the academic year the Phase II Team will issue a report to the Executive Vice President, Academic and Student Services and to the Peer Review Committee. The report will detail what progress has been accomplished toward remediation and evaluate the instructor performance. If progress is satisfactory, the instructor returns to the normal evaluation rotation. If progress is unsatisfactory, the Executive Vice President will recommend dismissal and inform the Peer Review Committee\*. Within ten days the Peer Review Committee, after

deliberation, will submit its report to the Executive Vice President, Academic and Student Services, the evaluation team and the faculty member under review, corroborating or specifying areas of disagreement with the Phase II Team's and Executive Vice President's recommendations and making other recommendations as appropriate\*. The Executive Vice President, Academic and Student Services will make recommendations based on the reports\*. If the recommendation is for dismissal he will forward his decision to the President and Board of Trustees. If the recommendation is satisfactory, the employee will be evaluated at the next regular interval. If the recommendation is "perform a limited re-evaluation," the Executive Vice President, Academic and Student Services, in consultation with the Phase II team shall direct how that will be done. If the Phase II team and the Executive Vice President think that the instructor difficulty may be related to some disability, it will so note and refer the matter to the Personnel office for further consideration.  
*(At each point in the process marked with an asterisk [\*], the evaluatee will be given an opportunity to review and respond to recommendations, or other materials, placed in the personnel file.)*

- <sup>1</sup> For faculty at Mendocino Coast and Del Norte, the center deans will act in the role of division chairperson.
- <sup>2</sup> If divisions or departments want to create their own standard student and/or peer evaluation forms, they can submit the forms to the Peer Evaluation Committee for approval.
- <sup>3</sup> Each spring a Peer Review Committee will be established for the following academic year. Rotation of two committee members will occur each year. The Peer Review Committee is comprised of three full time faculty selected by the Academic Senate from different divisions in the college. Their deliberations and conclusions are confidential. Their deliberations can include discussions with the appropriate dean, Executive Vice President, Academic and Student Services, appropriate division chairperson, and peer evaluators. The Peer Review Committee also reviews and authorizes the use of alternative or supplemental student and/or peer evaluation forms upon request.

**ARTICLE XII**  
**IN-SERVICE TRAINING**

- 12.1 In order to provide time for mentoring and staff development for new employees, all full-time tenure-track employees shall receive 1.5-4.5 TLU's of reassigned time during their first semester of employment. The purpose of this reassigned time is to allow participation in in-service training programs. The exact amount of reassigned time for, and type of, in-service training will be determined by the administration in consultation with the mentor and the employee and will depend upon the individual's schedule variables. In addition, new first time faculty will not normally carry overload schedules and shall be excused from student advising and committee assignments. Administrators reassigned as faculty will not normally be provided reassigned time for in-service training, but exceptions may be approved by the President.

**ARTICLE XIII**  
**INSTRUCTION ACTIVITIES BY ADMINISTRATORS**

- 13.1 Administrators may occasionally teach a course or courses, provided the administrator meets minimum qualifications for teaching in that discipline and the assignment is approved by the Vice President, Academic Affairs, after consideration of the recommendation of the faculty within that division.
- 13.2 Transfer of administrative personnel into teaching positions: CRFO and the district agree that administrators who meet minimum qualifications in the discipline may be assigned to classroom instructional positions in the pertinent discipline when there is a partial or full load available in the form of an existing or planned overload for a regular full time employee, or in the form of courses assigned to a part-time or hourly employee in that discipline.
  - 13.2.1 Administrators hired after June 30, 1990, and who did not have faculty tenure in this district at the time of hire, may be reassigned to a first-year probationary position (Board Policy No. 338).
  - 13.2.2 Administrators hired before June 30, 1990 have earned tenure in the district and have both seniority and bumping rights.
- 13.3 The initial salary placement for an individual transferring under the provisions of this article will be consistent with district practices for academic employees. College of the Redwoods experience as an administrator will be credited one step for each year's experience. Thereafter, the salary advancement would be in accordance with regular practice. This salary placement has no effect on seniority or bumping rights.



**ARTICLE XIV**  
**FACULTY SERVICE AREAS**

- 14.1 A Faculty Service Area (FSA) is a service or instructional subject area, or group of related services or instructional subject areas, performed by faculty. The function of FSA's is to provide a rational and workable framework within which seniority and "bumping" rights can be exercised by regular faculty when a reduction-in-force, or layoff, is being effected.

District standards for designating, requesting and reviewing requests for the designation of Faculty Service Areas (FSA) are as follows:

- 14.1.1 Faculty Service Areas shall be defined as the disciplines adopted (as of the signing of this agreement and including any future revisions) by the Board of Governors as recommended by the Academic Senate for California Community Colleges.
- 14.1.2 Each current employee shall be designated at least the FSA of the discipline of his/her current, primary area of teaching responsibility.
- 14.1.3 Each employee who meets the minimum qualifications of a discipline as adopted by the Board of Governors or who meets the equivalency standards established through joint agreement of the Academic Senate and the Board of Trustees and who apply for certification of those qualifications to the district shall be designated as competent in that discipline.
- 14.1.4 Employees with Community College Life Credentials for disciplines outside the area of current, major teaching assignment may apply for FSA designation(s) in the area(s) listed on the credential(s).
- 14.1.5 Applications for additional FSA's (beyond that based on current, major teaching assignment) shall be reviewed and decided by the Faculty Qualifications Committee (Board Policy No. 305.02).
- 14.1.6 The district shall maintain a permanent record of each discipline for which a employee possesses the minimum qualifications and is competent as defined in this policy. This record shall be maintained as part of the employee's personnel file.

**ARTICLE XV**  
**PERSONNEL FILE**

- 15.1 There shall be one official personnel file for each employee maintained at the district's Human Resources office.
- 15.2 The official personnel files are confidential and shall be stored and maintained in a manner which provides such confidentiality. Such files, to ensure confidentiality, are available for review only to authorized district personnel and other persons having a legal right to review.
- 15.3 Employees may inspect their personnel file upon request, provided the request is made at a time when such person is not actually required to render services for the district. An employee may, in writing, authorize a representative to have access to, and to review, the employee's official personnel file. All reviews shall be done in the presence of a management employee, or designee, to ensure confidentiality and security of the file.
- 15.4 Information of a derogatory nature shall not be placed in a personnel file unless and until the employee is given written notice, furnished a copy of the material, and given ten work days to review and respond in writing and have that response included in the file.
- 15.5 Any material placed in a unit member's file shall be identified as to its source or originator and its date of receipt by the district. No anonymous material shall become a part of an employee's personnel file.

**ARTICLE XVI**  
**ADMINISTRATIVE REMEDIES**

- 16.1 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 XVII  
CONSULT

- 17.1 The district agrees to consult with CRFO on wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, employee evaluation procedures and grievance processing procedures.

**ARTICLE XVIII**  
**COMPLETION OF MEETING AND NEGOTIATING**

- 18.1 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.
- 18.2 This contract shall constitute the full and complete agreement between both parties and may be modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this contract.
- 18.3 The district and CRFO may reopen negotiations on the issues of salary, benefits, evaluation and one other item for each side no later than March 31, 1995 for the 1995-96 academic year; and on salary, benefits and one other item for each side no later than March 31, 1996 for the 1996-97 academic year.
- 18.4 A joint committee will be convened to review associate faculty interests and report back before December 31, 1995, to the district and CRFO negotiating teams. Subjects to be reviewed will include full-year contracts, including waiver or modification of statutory provisions which would restrict that, and graduated levels of service.
- 18.5 The district agrees to allow Medicare election for eligible faculty and agrees to fund required district contributions for those faculty who request participation.

**ARTICLE XIX**  
**TERM**

19.1 The term of the agreement shall be from September 1, 1994, through August 31, 1997.

SCHEDULE A

ACADEMIC EMPLOYEE SALARY SCHEDULE

STEP	CLASS I BA	CLASS II MA	CLASS III MA+20	CLASS IV MA+40
1	26,675	29,118	31,126	33,272
2	27,719	30,270	32,379	34,634
3	28,804	31,467	33,682	36,052
4	29,932	32,712	35,038	37,528
5	31,104	34,006	36,448	39,065
6	32,322	35,351	37,915	40,665
7	33,587	36,749	39,441	42,330
8	34,902	38,202	41,029	44,063
9	36,268	39,713	42,680	45,867
10	37,688	41,284	44,398	47,745
11	39,163	42,917	46,185	49,700
12	40,696	44,614	48,044	51,735

**NOTE:** Faculty with an earned doctorate degree from an accredited school in the appropriate field will receive \$1,000 above his/her annual salary as developed by placement on the above schedule.

Placement for initial employment is limited to the 8th step.

**SCHEDULE B**

**SEMESTER BASED  
ASSOCIATE FACULTY SALARY SCHEDULE**

STEP	CLASS I BA	CLASS II MA	CLASS III MA+20	CLASS IV MA+40
1	334.58	365.23	390.41	417.33
2	347.68	379.67	406.12	434.42
3	361.29	394.69	422.47	452.21
4	375.43	410.30	439.47	470.73
5	390.13	426.53	457.16	490.01
6	405.40	443.40	475.56	510.08
7	421.27	460.94	494.70	530.97
8	437.76	479.17	514.61	552.71

**Instructor of Record:** \$12.30/hour

**Nurse:** \$16.48/hour

**Note:** Placement for initial employment is limited to the 5th step. Associate faculty will be placed on the bargaining unit member salary schedule and advanced one step on the schedule for each 45 teacher work load units of service to a maximum of Step 8.

Experience credit will be granted as follows:

- 0-0.9 years = Step 1
- 1.0-1.9 = Step 2
- 2.0-2.9 = Step 3
- 3.0-3.9 = Step 4
- 4.0-4.9 = Step 5 (*maximum placement for initial employment*)
- 5.0-5.9 = Step 6
- 6.0-6.9 = Step 7
- 7.0 and over = Step 8

Salaries for Community Education, contract education and extension classes will be negotiated between the district and the individual instructor.



SCHEDULE C

COACHING STIPENDS

For additional duties beyond normal faculty assignments, coaches will be paid stipends. Responsibilities will include supervision of athletic contests and athletes, and duty on weekends and holidays. Coaches will not be additionally compensated for travel time.

Stipends will be paid in the month after the month in which the specific athletic season concludes and after the Dean and Vice President, Academic Affairs, have approved the report on activities for which the stipend is being paid. These activity reports will contain, at a minimum, the dates of all athletic contests and practices held on weekends or holidays and the hours required for each contest or practice. Weekends are defined as 5:00 p.m. Friday to 8:00 a.m. Monday.

Stipends are set at the following amounts and are based on the stated minimum expectations for athletic contests held on weekends or holidays:

Football	\$1850	9 contests - 50 hours
Basketball	\$2600*	19 contests - 67 hours
Track	\$1300	7 contests - 35 hours
Volleyball	\$1300	14 contests - 42 hours
Cross Country	\$1000	8 contests - 16 hours
Baseball	\$2600	24 contests - 72 hours
Trainer	\$2000	20 contests - 120 hours

\*If winter break is fifteen week days or longer in length, and if there are a minimum of three additional basketball contests during this period (beyond the minimum of 19 contests for the season), then an additional \$350 will be added to the stipend.

These stipends will be adjusted by the same percentage as faculty salaries when salary changes are negotiated.

**SCHEDULE D**

**COUNSELOR HOURLY RATE**

<b>STEP</b>	<b>CLASS I BA</b>	<b>CLASS II MA</b>	<b>CLASS III MA+20</b>	<b>CLASS IV MA+40</b>
1	15.49	16.91	18.07	19.32
2	16.10	17.58	18.80	20.11
3	16.73	18.27	19.56	20.94
4	17.38	19.00	20.35	21.79
5	18.06	19.75	21.16	22.69
6	18.77	20.53	22.02	23.61
7	19.50	21.34	22.90	24.58
8	20.27	22.18	23.82	25.59



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