

Any individual with a disability who requires reasonable accommodation to participate in a Board meeting, may request assistance by contacting the President's Office, 16007 Crenshaw Blvd., Torrance, CA 90506; telephone, (310) 660-3111; fax, (310) 660-6067.



**El Camino Community College District
Board of Trustees**

Mr. William Beverly
President
Trustee Area Three

Mrs. Mary E. Combs
Vice President
Trustee Area Two

Dr. Nathaniel Jackson
Secretary
Trustee Area One

Dr. Ray Gen
Trustee Area Four

Miss Maureen O'Donnell
Trustee Area Five

Mr. Philip Gomez
Student Member

Dr. Thomas M. Fallo
Superintendent,
El Camino Community College District
President,
El Camino College

El Camino College
16007 Crenshaw Boulevard
Torrance, California 90506-0001
Telephone (310) 532-3670

Agenda, Monday, January 23, 2006
Haag Recital Hall
4:30 p.m.

- I. Roll Call, Pledge of Allegiance to the Flag**
- II. Approval of Minutes of the Regular Board Meeting of December 19, 2005**
- III. Presentations - none**
- IV. Public Hearings – none**
- V. Consent Agenda – Recommendation of Superintendent/President, Discussion and Adoption**
 - A. Public Comment
 - B. Academic Affairs
 - See Academic Affairs Agenda, Pages 1-12*
 - Student and Community Advancement
 - See Student & Community Advancement Agenda, Page 1*
 - Administrative Services
 - See Administrative Services Agenda, Pages 1-8*
 - See Measure “E” Bond Fund Agenda, Pages 1-4*
 - See Human Resources Agenda, Pages 1-114*
 - Superintendent/President
 - See Superintendent/President Agenda, Pages 1-5*
- VI. Public Comment on Non-Agenda Items**
- VII. Oral Reports**
 - A. Academic Senate Report
 - B. Board of Trustees Report
 - C. President’s Report
- VIII. Closed Session**
 - A. Existing Litigation, Brown Act Section 54946.9
 - 1. 1 Case
 - B. Labor Relations, Brown Act Section 54957.8
 - 1. American Federation of Teachers, Local 1388
 - 2. El Camino Classified Employees Local 6142
 - 3. El Camino Police Officers Association

Board of Trustees Meeting Schedule for 2006

4:30 p.m.

Monday, January 23, 2006

Tuesday, February 21, 2006

Monday, March 20, 2006

Monday, April 17, 2006

Monday, May 15, 2006

Monday, June 19, 2006

Monday, July 17, 2006

Monday, August 21, 2006

Tuesday, September 5, 2006

Monday, October 16, 2006

Monday, November 20, 2006

Monday, December 18, 2006

EL CAMINO COMMUNITY COLLEGE DISTRICT
MINUTES OF THE REGULAR MEETING OF
Monday, December 19, 2005

The Board of Trustees of the El Camino Community College District met at 4:30 p.m. on Monday, December 19, 2005, in the Haag Recital Hall at El Camino College.

The following Trustees were present: Trustee William Beverly, President; Trustee Mary E. Combs, Secretary; Trustee Ray Gen, Member; Trustee Maureen O'Donnell, Member; Trustee Nathaniel Jackson, Member; and Mr. Philip Gomez, Student Member.

Also present were Dr. Thomas M. Fallo, Superintendent/President; Dr. Jeffrey Marsee, Vice President, Administrative Services; Dr. John Baker, Interim Vice President, Student and Community Advancement; and Dr. Francisco Arce, Vice President, Academic Affairs.

Minutes of the Regular Board Meeting of November 21, 2005

The Minutes of the Regular Board Meeting of November 21, 2005 were approved.

Oath of Office

Dr. Ray Gen and Miss Maureen O'Donnell took the Oath of Office.

Annual Organizational Meeting

This meeting was called as prescribed in Education Code Section 72125 for the purpose of organizing the Board of Trustees by the (A) election of a president, vice president, and secretary from the members of the Board, and (B) any other District officers desired; to (C) set the time and place of Board Meetings; (D) (E) (F) establish the order of authority of chief administrative officers in the absence of the Superintendent/President; to (G) approve signatures on change orders; to approve purchase orders; to approve warrants; to authorize personnel changes; and to (H) select a Board Member as a representative who shall have a vote in electing members of the County Committee on School District Organization. In addition, it was called as a regular meeting.

A. Election of Officers for Period December 19, 2005 through the Annual Organizational Meeting in December, 2006

It was moved by Trustee Nathaniel Jackson, seconded by Trustee Ray Gen that the Board elect Trustee William Beverly, President; Trustee Mary E. Combs, Vice President; and Trustee Nathaniel Jackson, Secretary for the period December 19, 2005, through the Annual Organizational Meeting in December, 2006.

Motion Carried. Student Trustee Philip Gomez recorded an advisory yes vote.

B. Secretary to the Board for Period December 19, 2005 through the Annual Organizational Meeting in December, 2006

It was moved by Trustee Nathaniel Jackson, and seconded by Trustee Ray Gen that Thomas M. Fallo be appointed Secretary to the Board for the period December 19, 2005, through the Annual Organizational Meeting in December, 2006.

Motion carried. Student Trustee Philip Gomez recorded an advisory yes vote.

C. Time, Date and Place of Board Meetings

It was moved by Trustee Nathaniel Jackson, and seconded by Trustee William Beverly that the Board hold its regular meetings at 4:00 p.m. on the third Monday of each month. Motion was withdrawn by Trustee Nathaniel Jackson.

It was moved by Trustee Mary E. Combs, and seconded by Trustee Nathaniel Jackson that for one year the meeting time be kept at 4:30 p.m. on the third Monday of each month in the Board Room in the Administration Building at El Camino College. If an El Camino Community College District holiday falls on Monday, the Board meeting will be held on the following Tuesday, with the exception of Monday, January 23, 2006. Dates for 2006 are as follows:

Monday, January 23, 2006	Monday, July 17, 2006
Tuesday, February 21, 2006	Monday, August 21, 2006
Monday, March 20, 2006	Tuesday, September 5, 2006
Monday, April 17, 2006	Monday, October 16, 2006
Monday, May 15, 2006	Monday, November 20, 2006
Monday, June 19, 2006	Monday, December 18, 2006

Motion carried. Student Trustee Philip Gomez recorded an advisory yes vote.

D. Order of Administrative Authority in Absence of Superintendent/President

It was moved by Trustee Nathaniel Jackson, and seconded by Trustee Mary E. Combs that a Vice President be appointed to serve as Acting Superintendent/President of the El Camino Community College District in the absence of the Superintendent/President, the following order of authority is to be followed for period December 19, 2005, through the Annual Organizational Meeting in December, 2006:

Jeffrey Marsee, Francisco Arce, John Baker

Motion Carried. Student Trustee Philip Gomez recorded an advisory yes vote.

E. Acting Secretary to the Board of Trustees

It was moved by Trustee Nathaniel Jackson, and seconded by Trustee Mary E. Combs that in the absence of the Superintendent/President and Secretary to the Board of Trustees during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, the Vice Presidents will serve as Acting Secretary to the Board of Trustees of the El Camino Community College District in the following sequence of authority:

Jeffrey Marsee, Francisco Arce, John Baker

Motion carried. Student Trustee Philip Gomez recorded an advisory yes vote.

F. Documents Authorized for Signature of Superintendent

It was moved by Trustee Nathaniel Jackson, and seconded by Trustee Mary E. Combs that the Acting Superintendent be permitted to sign documents authorized for signature of the Superintendent in his absence from

the College during the period from December 19, 2005, through the Annual Organizational Meeting in December, 2006.

Motion carried. Student Trustee Philip Gomez recorded an advisory yes vote.

G. Signature Authorization

It was moved by Trustee Nathaniel Jackson, and seconded by Trustee Mary E. Combs that the Board authorize signatures as follows:

1. Authority to Sign “A” and “B” Warrants

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting to sign “A” and “B” warrants and other documents as authorized by the Board of Trustees, during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, one signature only being required. Josie Cheung, Accounting Officer and Estella Lee, Accounting Officer were authorized for on-line approval of “B” warrants during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006.

2. Authority to Sign Contracts

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Rocky Bonura, Acting Director of Purchasing and Business Services; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting, were authorized to sign contracts during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, one signature only being required.

3. Authority to Sign Purchase Orders

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Rocky Bonura, Acting Director of Purchasing and Business Services; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting, were authorized to sign purchase orders for all District funds, the Auxiliary Services fund, and all Associated Student funds during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, one signature only being required.

4. Authority to Sign Purchase Orders for the Bookstore

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Lynnda Nelson, Director of the Bookstore; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting, were authorized to sign purchase orders for the bookstore fund during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, one signature only being required.

5. Authority to Sign Change Orders

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Rocky Bonura, Acting Director of Purchasing and Business Services; Pamela Fees,

Business Manager; and Janice Ely, Director of Accounting, were authorized to sign contract change orders during the period of December 19, 2005, through the Annual Organizational Meeting in December, 2006, one signature only being required.

6. Authority to Sign Notices of Employment and Orders for Salary Payments

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Marcia M. Wade, Director of Human Resources; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting, were authorized to sign Notices of Employment and Orders for Salary Payments during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, one signature only being required.

7. Revolving Cash Fund – El Camino Community College District

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Pamela Fees, Business Manager; Janice Ely, Director of Accounting; Josie Cheung, Accounting Officer; and Estella Lee, Accounting Officer, were authorized to draw money from and issue checks against funds in the Bank of America, Hawthorne Branch, during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, two signatures required.

8. Registration Fund

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Pamela Fees, Business Manager; Janice Ely, Director of Accounting; Josie Cheung, Accounting Officer; and Estella Lee, Accounting Officer, were authorized to draw money from and issue checks against funds in the Bank of America, Hawthorne Branch, during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, two signatures required.

9. Cash Management Fund

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Pamela Fees, Business Manager; Janice Ely, Director of Accounting; Josie Cheung, Accounting Officer; and Estella Lee, Accounting Officer, were authorized to draw money from and issue checks against funds in the Bank of America, Hawthorne Branch, during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, two signatures required.

10. Trust Funds

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting, were authorized to draw money from and issue checks against Trust Funds of El Camino College on deposit in the Bank of America, Hawthorne Branch, during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, two signatures required.

11. Associated Students Bank Account

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting, were authorized

to draw money from and issue checks against any funds of the Associated Students on deposit in the Bank of America, Hawthorne Branch, during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, any two signatures required.

12. Bookstore Fund

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Lynnda Nelson, Director of the Bookstore; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting, were authorized to draw money from and issue checks against any funds of the Bookstore of El Camino College on deposit in the Bank of America, Hawthorne Branch, during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, any two signatures required.

13. Small Business Development Center Bank Account

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Pamela Fees, Business Manager; Janice Ely, Director of Accounting; Josie Cheung, Accounting Officer; and Estella Lee, Accounting Officer, were authorized to draw money from and issue checks against funds in the Bank of America, Hawthorne Branch, during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, two signatures required.

14. El Camino College Business Office Account

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting, were authorized to draw money from and issue checks against funds in the El Camino College Business Office account in the Bank of America, Hawthorne Branch, during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, two signatures required.

15. Auxiliary Services Fund

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting, were authorized to draw money from and issue checks against funds in the Auxiliary Services account in the Bank of America, Hawthorne Branch, during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, two signatures required.

16. Dental Self-Insurance Fund, Wells Fargo Bank Account

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting, were authorized to draw money from and issue checks against the Dental Self-Insurance Trust Account with Wells Fargo Bank for up to \$30,000, during the period December 19, 2005, through the Annual Organizational Meeting December, 2006, two signatures required.

17. National Direct/Federal Perkins Student Loan/Nursing Loan Billing Service

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community

Advancement; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting, were authorized to draw money from and issue checks against any funds deposited in the Student Loan/Nursing Loan Billing Service account in City National Bank, during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, any two signatures required.

18. Computer Loan Revolving Cash Fund – El Camino Community College District

Thomas M. Fallo, Superintendent; Francisco Arce, Vice President – Academic Affairs; Jeffrey Marsee, Vice President – Administrative Services; John Baker, Interim Vice President – Student and Community Advancement; Pamela Fees, Business Manager; Janice Ely, Director of Accounting; Josie Cheung, Accounting Officer; and Estella Lee, Accounting Officer, were authorized to draw money from and issue checks against funds in the Bank of America, Hawthorne Branch, during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, two signatures required.

19. El Camino College Self-Insurance Account for Property and Liability – Keenan and Associates

Continue the Self-Insurance Account for Property and Liability with the Union Bank, 21515 Hawthorne Boulevard, Torrance Branch, and that the following were authorized to sign for the account during the period December 19, 2005, through the Annual Organizational Meeting in December, 2006, facsimile signature up to \$5,000 or any two signatures together required.

El Camino College: Thomas M. Fallo, President; Jeffrey Marsee, Vice President – Administrative Services; Pamela Fees, Business Manager; and Janice Ely, Director of Accounting.

Keenan and Associates: David J. DeWenter, Chief Operating Officer; David Seres, Chief Financial Officer; Connie Koeller, Director, Financial Analysis; Suleman Moloo, Controller; Arlene La Coste, Claims Manager and Mary C. King, Senior Vice President.

Motion carried. Student Trustee Philip Gomez recorded an advisory yes vote.

H. Los Angeles County Committee on School District Organization

It was moved by Trustee Maureen O'Donnell, and seconded by Trustee Nathaniel that the Board appoint Trustee Mary E. Combs as the representative to the Los Angeles County Committee on School District Organization.

Motion carried. Student Trustee Philip Gomez recorded an advisory yes vote.

I. Los Angeles County School Trustees Association

It was moved by Trustee William Beverly, and seconded by Trustee Nathaniel Jackson that the Board appoint Trustee Ray Gen as the representative to the Los Angeles County School Trustees Association for 2005-2006.

Motion carried. Student Trustee Philip Gomez recorded an advisory yes vote.

El Camino College Foundation

Mr. Derf Fredricks, President, El Camino College Foundation, presented the Foundation's annual report to the El Camino Community College District Board of Trustees.

Consent Agenda

It was moved by Trustee Maureen O'Donnell, and seconded by Trustee Mary E. Combs that the Board approve items presented on the agenda in the following areas.

Academic Affairs

Center for the Arts Presentations – 2005/2006

Conference Attendance – Mathematics, Engineering, Science Achievement (MESA) Program

Proposed Curriculum Changes – Effective 2006-2007 Academic Year

Student and Community Advancement

Community Education Course – Fall 2005

Community Education Program – Spring 2006

Administrative Services

Bid 2005-07/ Five-Year Copier Lease

California State University Educational Early Intervention Program (CAL-SOAP) (California Student Opportunity and Access Program) Membership

Contract/Personal Service Agreements Below \$50,000

Contracts (Revenue)

Purchase Orders and Blanket Purchase Orders

Measure E Bond Fund

Project Budgets

Citizens' Bond Oversight Committee

Contract – TMAD Taylor Gaines

Contract – Flewelling and Moody

Bid 2005-08/Elevator Modernization

Purchase Orders

Human Resources

Employment and Personnel Changes

Temporary Non-Classified Service Employees

Individual Salary Costs for Affected Employee Groups and the

Total Cost for All Salary and Benefits Adjustments for 2005-2006 is \$4,295,898

Review by Board of Trustees: Public Notification & Disclosure of Costs

For Salary Proposal For the El Camino College Federation of Teachers,
Local 1388, AFT, AFL-CIO

Approval by the Board of Trustees: Faculty Salary Proposal

Review by Board of Trustees: Public Notification & Disclosure of Costs

For Salary Proposal for the Child Development Center Teachers of El
Camino College Federation of Teachers, Local 1388, AFT, AFL/CIO

Approval by the Board of Trustees: Child Development Center Teachers Salary Proposal

Review by Board of Trustees: Public Notification and Disclosure of

Costs for Salary Proposal for Administrators

Approval by the Board of Trustees: Administrators Salary Proposal

Review by Board of Trustees: Public Notification & Disclosure of Costs

For Salary Proposal for Supervisors

Approval by the Board of Trustees: Supervisor Salary Proposal

Review by Board of Trustees: El Camino Classified Employees Local

6142, CFT, AFT, AFL-CIO, Salary Settlement Public Notification and
Disclosure of Costs

Approval by Board of Trustees: El Camino Classified Employees, Local

6142, CFT, AFT, AFL-CIO Salary Proposal

Review by Board of Trustees: Public Notification & Disclosure of Costs

For Salary Proposal for Confidential Employees

Approval by the Board of Trustees: Confidential Employee Salary Proposal

Review by Board of Trustees: Public Notification & Disclosure of Costs for

Salary Proposal for Police Officers' Association

Approval by the Board of Trustees: Police Officers' Association Salary Proposal

Review by Board of Trustees: Public Notification & Disclosure of Costs

For Salary Proposal for Vice Presidents

Approval by Board of Trustees: Vice Presidents' Salary Proposal

Motion carried. Student Trustee Gomez recorded an advisory yes vote.

Public Comment

Dr. Angela Simon, Co-President, Federation of Teachers, Ms. Luukia Smith, President, El Camino Classified Employees, Mr. Sean Donnell, Federation Grievance Chair, and Mr. Don Brown, Co-President, Federation of Teachers, spoke regarding faculty salaries.

Meeting adjourned at 6:30 p.m.

Nathaniel Jackson, Secretary of the Board

Thomas M. Fallo, Secretary to the Board

Agenda for the El Camino Community College District Board of Trustees
from
Academic Affairs
Francisco Arce, Ed.D., Vice President

Page No.

A. Proposed Curriculum Changes – Effective 2006-2007 Academic Year 1

A. PROPOSED CURRICULUM CHANGES – EFFECTIVE 2006-2007 ACADEMIC YEAR

It is recommended that the Board approve the proposed curriculum revisions, additions, and inactivations, effective the 2006-2007 academic year, listed below:

BEHAVIORAL AND SOCIAL SCIENCES DIVISION

CHANGES IN DESCRIPTIVE TITLE, CATALOG DESCRIPTION; COURSE REVIEW

Current Status/Proposed Change

1. Education 201 – ~~The Elementary Teaching Profession~~ Foundations in Education
~~In this course, This course introduces students will explore to the philosophy, history, concepts and sociology of education as it relates to elementary school issues related to teaching kindergarten through grade twelve (K-12). Topics will include learning theories, contemporary issues in education, the role of culture in American education, teaching methods, as a career, contemporary educational issues within historical, social, philosophical, legal, and the roles political contexts, and functions of effective teachers teaching diverse student populations. Students will be required to complete 40 hours of field work in an elementary school analyze the purposes and values of schools, the qualities of effective teachers, California's standards for teaching and learning, and the appropriate use of technology in the classroom. Throughout the course, students will develop a and to continue development of professional portfolios portfolio and will engage in 30 to 40 hours of structured fieldwork.~~
Foundations in Education introduces students to the philosophy, history, concepts and sociology of education as it relates to elementary school issues related to teaching kindergarten through grade twelve (K-12). Topics will include learning theories, contemporary issues in education, the role of culture in American education, teaching methods, as a career, contemporary educational issues within historical, social, philosophical, legal, and the roles political contexts, and functions of effective teachers teaching diverse student populations. Students will be required to complete 40 hours of field work in an elementary school analyze the purposes and values of schools, the qualities of effective teachers, California's standards for teaching and learning, and the appropriate use of technology in the classroom. Throughout the course, students will develop a and to continue development of professional portfolios portfolio and will engage in 30 to 40 hours of structured fieldwork.

CHANGE IN MAJOR

1. Liberal Studies (Elementary Teaching)

Current Status/Proposed Change

Transfer Degree Option: Students must complete the requirements listed on the guide sheet for a transfer institution.

Teacher Preparation Option: English 1A, Mathematics 70, Speech Communication 1 or English 1C, History 1A, Political Science 1, Geography 5 or Child Development 3 or History 3; one course from the following: Biology 10, Geology 6, Physical Science 25; one course from the following: Art 1, Dance 1, English 15A, 15B, 35, 36, 40A, 40B, 42, 43, 44, Music 11, 12, Theatre 1

Total Units: 27-28

BUSINESS DIVISION

CHANGES IN DESCRIPTIVE TITLE, LECTURE/LAB HOURS, FACULTY LOAD, CATALOG DESCRIPTION; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

Current Status/Proposed Change

1. Business 3 – ~~Computer Applications in Accounting QuickBooks~~

Lecture: ~~4~~ 1.5 hours Lab: ~~3~~ 1.5 hours Faculty Load: ~~21.667~~ 17.500%

~~Introduction to computer accounting. Recording and analyzing cash receipts and cash disbursements for small business~~ In this course students will be introduced to basic financial record keeping software using the double-entry system for recording transactions. Emphasis will be placed on how to use the accounting application. ~~Preparing financial statements and working trial balances~~ software in a small business environment.

CHANGE IN GENERAL EDUCATION REQUIREMENT

1. Business 15 – Business Mathematics

Current Status/Proposed Change

~~Associate in Arts Degree General Education Pattern – Section A. 6., Mathematics Competency~~

~~Associate in Science Degree General Education Pattern – Section A. 6., Mathematics Competency~~

CHANGES IN CONDITIONS OF ENROLLMENT (Pre/Corequisite, Recommended Preparation, or Enrollment Limitation), CATALOG DESCRIPTION; GENERAL EDUCATION REQUIREMENT CONFIRMED; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

1. Business 28 – Written Business Communications

Current Status/Proposed Change

~~Recommended Preparation~~ Prerequisite: eligibility for English 1A

~~Theory~~ In this course students will study the theory and practice of functional writing to give them an understanding of the human relations aspects of communication, to help develop logical local patterns of organizing ideas, and to aid in achieving clear, concise expression. Practice in writing various types of business letters and reports will be emphasized throughout the course.

~~Associate in Arts Degree General Education Pattern – Section A. 4.A., English Composition~~

~~Associate in Science Degree General Education Pattern – Section A. 4.A., English Composition~~

FINE ARTS DIVISION

INACTIVATE COURSE

1. Music 22abcd – Music Theatre Orchestra

CHANGE IN CATALOG DESCRIPTION; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

1. Speech Communication 4 – Argumentation and Debate

Current Status/Proposed Change

~~Argumentative speaking skills using logical and ethical arguments. Provides practice in supporting~~ This course introduces students to the construction of arguments for debate and other speech presentations. Emphasis is placed on analyzing claims, developing arguments that support and refute propositions, and effective delivery. Identification of types of argument through analysis, research, and presentation of opposing viewpoints. Uses case studies in law, politics and education as the basis for in-class debates. fallacies of reasoning are explored. Controversial issues are discussed, researched, and debated.

2. Theatre 74abcd – Musical Theatre Production

Current Status/Proposed Change

~~Participation in~~ This course is a musical theatre production workshop. Students learn performance skills and rehearsal discipline through active participation in a capacity to be determined by the capabilities of the individual and the demands of the major musical theatrical production: that integrates Singing, dancing, and acting, are integral parts of the course. This is a time and labor intensive course with extended rehearsal hours to be arranged.

CHANGES IN CONDITIONS OF ENROLLMENT (Pre/Corequisite, Recommended Preparation, or Enrollment Limitation), CATALOG DESCRIPTION; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

1. Theatre 15abcd – Improvisation

Current Status/Proposed Change

Recommended Preparation: Theatre 8 or 14A ~~or concurrent enrollment~~

~~In t~~ This course; introduces students will learn how to act without a script. Students will learn the history and theory of improvisation as applied to actor training, to improvisational performance, acting through games, exercises, and to rehearsals of traditional play scripts. Class members will participate in exercises designed to free their natural abilities in all acting situations unrehearsed scenes. Emphasis is placed on working without a script, trusting one's instincts, and expanding one's expressive range.

HEALTH SCIENCES AND ATHLETICS

INACTIVATE COURSES

1. Physical Education 90ab – Men's Intercollegiate Wrestling Team

2. Physical Education 91abc – Off-Season Training for Men's Intercollegiate Wrestling Team

3. Physical Education 305ab – Aerobic Fitness Instructor Training, Theory, and Practice

CHANGES IN DESCRIPTIVE TITLE, CONDITIONS OF ENROLLMENT (Pre/Corequisite, Recommended Preparation, or Enrollment Limitation), CATALOG DESCRIPTION; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

Current Status/Proposed Change

1. Physical Education 260 – Basic Principles of Fitness Evaluation, Education and Individualized Exercise Prescription Weight Control

Recommended Preparation: eligibility for English A or 2R

Corequisite: one of the following activity courses: Physical Education 1ab, 2abcd, 4abcd, 54abcd, 74abcd, 101abcd, 102abcd, 204abcd, 224abcd, 238abcd, 240abcd, 241abcd, 245abcd, 251abcd, 253abcd, 256abcd, 280, 285abcd, 300abcd, 302abcd, 350abcd, 400abcd

~~Students receive basic information regarding application of the components of instruction for implementing physical activity programs for personal health-related and fitness. (cardiorespiratory, muscular Guidelines for developing aerobic fitness, muscle strength and endurance, tone, flexibility, and body composition) to programs of exercise designed to enhance life-style, life-long physical performance, and decrease risk of degenerative diseases. Basic nutrition, activity are presented in the “prudent diet” and context of reducing health risk factors, enhancing well-being, and maintaining long-term weight control management. Basic nutritional recommendations are also discussed to further augment a positive health program. Complete fitness assessment and an individualized exercise prescription is available (and highly recommended) provided in support the Laboratory of Exercise Sciences. Lab fee (optional) \$50 these objectives.~~

Note: Assessments of aerobic fitness, body composition, and muscle strength are provided in the College’s Exercise Science Laboratory.

CHANGES IN DESCRIPTIVE TITLE, TRANSFER STATUS, CATALOG DESCRIPTION; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

Current Status/Proposed Change

1. Physical Education 280 – Exercise and Nutrition Programs for Fitness Education, Assessment and Exercise Programs Weight Management

Transfer CSU, Proposed Transfer UC

~~Instruction in planning and carrying out an Students will be given guidelines for the design of individual exercise programs specific to one’s present level of aerobic fitness. Specific values of different kinds of exercise are discussed in the context of a total health program. Nutrition and weight control are fully covered so that students may develop a new awareness of the contribution food makes to total loss, and development of muscle mass, muscle strength, and joint flexibility. Nutritional support for optimizing these fitness as well as to hidden problems in the diet. A computerized diet assessment objectives is a standard part of integrated throughout the course. Other topics include stress management, injury prevention Students participate in both classroom discussions and treatment, and the role of diet and exercise relevant exercise~~

~~training in disease. Complete fitness testing and exercise prescription is available in the El Camino College Fitness Center. Measurement of aerobic fitness (V02max), body composition by underwater weighing, and tests of muscle function will be conducted in the College's Exercise Science Laboratory of Exercise Science, Lab fee for optional testing: \$50 to guide exercise and dietary recommendations.~~

CHANGES IN DESCRIPTIVE TITLE, CATALOG DESCRIPTION; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

Current Status/Proposed Change

1. Recreation 207 – Introduction to ~~Community~~ Recreation

~~The historical and philosophical foundations of course examines the basic concepts of recreation and leisure and recreation. The economic and sociological importance of recreation and the social institutions providing as well as the trends in the overall field of recreation services. Specific areas that will be covered are private, commercial and municipal recreational agencies. Course required for A.A. degree in Recreation. The course is designed to encourage students to critically examine the field of recreation and how it impacts their lives and those of the individuals in their community.~~

Current Status/Proposed Change

2. Recreation 307 – Camp Counseling: Leadership and Programming

This course covers the history, practices and philosophy of the organized camp and camp counseling. Analysis of techniques of Emphasis is placed on the camp counselor's role in guidance and leadership, analysis of techniques of camp counseling, proper planning, and theory of camping. The operations of day and short-term recreational camps and outdoor camps, as well as professional opportunities in the field, are also examined.

CHANGE IN CATALOG DESCRIPTION; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

1. Recreation 217 – Recreational Leadership

Current Status/Proposed Change

~~Programming, administration, planning, supervision, Leadership concepts and evaluation relating to skills for students beginning to work in recreational settings are presented in a leisure services context. Roles, types, and responsibilities of recreational leadership. Special emphasis on general approaches and application in leaders are examined as well as skills needed to encourage participation in recreation programs among different age groups. recreational settings. Course required for an A. A. degree in Recreation.~~

HUMANITIES DIVISION

CHANGE IN MAJOR

1. Japanese

Current Status/Proposed Change

By completing the degree requirements, the student will acquire proficiency in speaking, reading, writing, and understanding Japanese and will gain knowledge of Japanese culture. The student will be able to communicate in Japanese, write formal compositions, and read the texts of Japanese authors, all at the intermediate-mid level of competency. Competencies will be assessed throughout the language sequence with written and oral exams. This major provides career opportunities where knowledge of Japanese is useful and prepares students for continued advanced learning of Japanese.

~~The student who has completed two or more years of Japanese in high school will have the opportunity to enroll with advanced standing.~~

Japanese 1, 2, 3, 4 and 25; ~~additional courses to total a minimum of 3 units from the following one course from:~~ Japanese ~~or other foreign language courses, 21ab or 22ab; one course from:~~ Anthropology 2, Art 5B, ~~Business 22, 25;~~ English 35, 36, ~~Geography 5;~~ History 14A, 14B, 30, ~~Music 12;~~ Philosophy 7, Political Science 2, 10, Psychology 8, Sociology 4 104
Eleven of the required units must be completed at El Camino College.

Total Units: ~~22~~ 24

CHANGE IN PROGRAM DESCRIPTION; CHANGE IN MAJOR

1. Journalism

Current Status/Proposed Change

By completing the degree or certificate requirements, the student will acquire proficiency in traditional and electronic news gathering techniques and in analyzing and evaluating information. The student will be able to write a variety of publishable stories for electronic and print journalism and to apply principles of editing and publication design. Degree and certificate competencies will be assessed regularly by performance in the college newspaper's print and web editions and its magazine, as well as by participation in state and national competitions. The major ~~provides~~ prepares students for career opportunities in electronic journalism and in newspaper, magazine, advertising, public relations, and radio/television work.

Journalism 1, ~~3 units from~~ 3ab (one semester), 5, ~~6 units from~~ 11abcd (two semesters), 12, Photography 51; ~~a minimum of 4 units~~ two courses from Journalism 2, 4, 7ab (or Photography 11ab), 9abcd, 11abcd, 96abcd, Economics 1, Political Science 5, 8, ~~16;~~ Speech Communications 5

Total Units: ~~24~~ 27

CHANGE IN CERTIFICATE OF COMPETENCE

1. Journalism

Current Status/Proposed Change

A Certificate of Competence will be granted upon completion of the following courses with a grade average of B or better. At least 15 units must be completed at El Camino College.

Journalism 1, 2 or 5, ~~3-units from~~ 3ab (one semester); ~~2-units from~~ 7ab or Photography 11ab (one semester); ~~2-units from~~ 9abcd (one semester), ~~6-units from~~ 11abcd (two semesters), 12, English 1B or 1C; Photography 51; Political Science 16; a minimum of ~~6-units~~ three courses from: Journalism 3ab, 4, 7ab or Photography 11ab, 9abcd, 11abcd, 96abcd

Total Units: ~~36~~ 34-38

INDUSTRY AND TECHNOLOGY DIVISION

INACTIVATE COURSES

1. Administration of Justice 180 - Defense Tactics
2. Interior Design 30 – Contemporary Interiors
3. Interior Design 39 – Interior Workshop

CHANGE IN CATALOG DESCRIPTION; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

1. Automotive Collision Repair/Painting 2A – Basic Automotive Painting - Refinishing

Current Status/Proposed Change

In this course students are introduced to Automotive painting- and refinishing is designed to furnish theoretical and laboratory experience in the skills needed for employment in industry. Topics covered include safety, materials and facilities. Shop procedures, tools and equipment common to that of practices, industry are emphasized. Conditions and assignments are similar to those of a full-time automotive paint shop repair standards, VOC (Volatile Organic Compound) recording, surface identification, surface preparation, abrasives, metal conditioning, vehicle masking, primers, and spray equipment.

Note: The ~~Two~~-course sequence of Automotive Collision Repair/Painting 2A and 2B is the same as Automotive Collision Repair/Painting 5abcd.

2. Automotive Collision Repair/Painting 4abcd - Automotive Collision Repair: Collision Damage

Current Status/Proposed Change

This course provides instruction on the principles of automotive collision repair/painting involving safety practices, oxy-acetylene welding/ and brazing, electric welding, vehicle

construction, metal working, grinding, plastic/ and solder filling, hydraulic body jacks, structural repairs, masking, and primer and spot painting.

Note: Four semesters of this course are the same as the two-course sequence of Automotive Collision Repair/Painting 1A and 1B.

3. Automotive Collision Repair/Painting 5abcd - Automotive Collision Repair: Painting
Current Status/Proposed Change

This course provides instruction on the principles of automotive collision repair/painting involving safety practices, oxy-acetylene welding/ and brazing, plastic/ and solder filling, vehicle construction and identification, plastic parts, estimating, surface preparation, vehicle masking, primer, paint removal, paint additives, painting equipment, spot painting, and complete refinishing.

Note: Four semesters of this course are the same as the two-course sequence of Automotive Collision Repair/Painting 2A and 2B.

4. Nutrition and Foods 11 – Nutrition
Current Status/Proposed Change

~~Basic relationship~~ This course is an introduction to the basic principles of nutrition as they relate to the health and physical well-being of the individuals. from childhood The topics covered include nutrition throughout maturity the life cycle, dietary analysis, current nutrition trends, food safety, and physical fitness.

5. Nutrition and Foods 15 – Nutrition for Infants and Young Children
Current Status/Proposed Change

~~Nutritional needs~~ In this course students will study the nutritional needs in the growth and development of infants and young children, feeding behavior patterns, special concerns of both professionals and parents, development of nutrition education lesson plans. Federal, State and local laws and regulations that affect early childhood programs Topics include nutritional assessment, food safety, government resources, menu planning, and integrating nutrition education into early childhood education programs.

CHANGES IN LECTURE HOURS, CATALOG DESCRIPTION; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

1. Fire and Emergency Technology 60A – Hazardous Materials
Current Status/Proposed Change

~~44~~ 40 hours lecture (one week course)

~~This course presents a basic~~ is an introduction to the chemical hazards and physical properties of various chemicals and the hazards associated with each. This The course is designed to meet the needs of Hazardous Materials Response Team members and fire prevention personnel. Students successfully completing this course receive Hazardous Materials Technician 1A certification.

NEW COURSES

1. Engineering Technology 10 – Principles of Engineering Technology
Units: 3 Lecture: 2 hours Lab: 4 hours Faculty Load: 33.333%
Credit, degree applicable; Transfer CSU
In this course, students will explore technology systems and engineering processes to learn how math, science, and technology impact our society. The topics introduced include the design process, communication and documentation, engineering systems, statics, properties of materials, quality assurance, materials testing, and engineering for reliability.
2. Engineering Technology 12 – Introduction to Engineering Design
Units: 3 Lecture: 2 hours Lab: 4 hours Faculty Load: 33.333%
Recommended Preparation: Engineering Technology 10
Credit, degree applicable; Transfer CSU
In this course, students will gain a basic understanding of the design process used in engineering fields and the application of computer modeling software. Emphasis is placed on the design process, geometric relationships, visualization, technical sketching, modeling, model documentation, assemblies, and production processes.
3. Engineering Technology 14 – Electronics for Engineering Technologists
Units: 3 Lecture: 2 hours Lab: 4 hours Faculty Load: 33.333%
Recommended Preparation: Engineering Technology 10
Credit, degree applicable; Transfer CSU
In this course, students are introduced to the application of electronics in engineering technology. The topics studied include safety, Ohm's Law, engineering notation, DC circuits, capacitance, inductance, reactance, impedance, analog and digital waveforms, basic motors, number systems, logic gates, Boolean algebra, flip-flops, shift registers, and micro-processors. Techniques in computer simulation and electrical measurements will be stressed.
4. Engineering Technology 16 – Computer Integrated Manufacturing
Units: 3 Lecture: 2 hours Lab: 4 hours Faculty Load: 33.333%
Recommended Preparation: Engineering Technology 10 and 12
Credit, degree applicable; Transfer CSU
This course covers the integration of engineering technology principles and automation in manufacturing environments. Students will create three-dimensional designs with modeling software and produce actual components of their designs on computer numerically controlled (CNC) machine tools. Additional topics covered include machine tool operations, simulations, rapid prototyping (RP), robotics, and manufacturing systems.
5. Engineering Technology 18 – Engineering Design and Development
Units: 3 Lecture: 2 hours Lab: 4 hours Faculty Load: 33.333%
Prerequisite: Engineering Technology 12, 14, and 16 with a minimum grade of C in prerequisite

Credit, degree applicable; Transfer CSU

In this capstone course, teams of students will work together to design and construct solutions to engineering problems. Emphasis will be placed on research methods, design problem statements, continuous improvement, cost analysis, prototyping, testing methods, project construction, and project presentation.

NATURAL SCIENCES DIVISION

INACTIVATE COURSE

1. Horticulture 52A – Plant Identification

CHANGE IN CATALOG DESCRIPTION; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

1. Horticulture 46 – Pest Control

Current Status/Proposed Change

~~Concepts~~ This course will emphasize the concepts of landscape pest management, with emphasis on the Identification and control of potential pests and diseases, their identification, habits, hosts, and seasonal history and hosts. Laws and control methods will be discussed studied. Biological, eChemical, (natural and synthetic) biological and cultural controls will be examined, plus integrated pest management, (IPM) as well as the laws and regulations affecting pest control, will be discussed.

CHANGES IN NUMBER, CONDITIONS OF ENROLLMENT (Pre/Corequisite, Recommended Preparation, or Enrollment Limitation), CATALOG DESCRIPTION; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

Current Status/Proposed Change

1. Horticulture ~~52B~~ 54 – Landscape Design

Recommended Preparation: Horticulture 52A 47 and 48; eligibility for English 2R

~~Introduction to~~ This course introduces the principles of landscape design concepts, and basic drafting techniques to guide the student through the process of creating formal drawings for residences. Selection and placement of plant materials according to texture, color, mass, and cultural requirements for the intended landscape management with emphasis on landscape and irrigation design concepts. The students will then draw a complete landscape design of their choice; individual and group mini design activities use will be explored.

CHANGES IN LECTURE/LAB HOURS, FACULTY LOAD, CATALOG DESCRIPTION; COURSE OUTLINE REVISED TO MEET TITLE 5 REQUIREMENTS

1. Horticulture 53 – Soils and Fertilizers

January 23, 2006

Academic Affairs 10

Current Status/Proposed Change

Lecture: ~~3~~ 2 hours Lab: 3 hours Faculty Load: ~~20.00~~ 28.333%

This course examines the Origin, formation, structure, and composition of soils and the elements of plant nutrition. Improvement of soil fertility, different fertilizing agents, both organic and inorganic, and their effects and application. Soil analysis and methods of determining proper amounts of fertilizer and amendments will be explored. The effects of different fertilizers and their application will also be discussed.

NEW COURSES

1. Horticulture 47 – Plant Identification – Trees
Units: 3 Lecture: 2 hours Lab: 3 hours Faculty Load: 28.333%
Recommended Preparation: eligibility for English 2R
Credit, degree applicable; Transfer CSU
In this course, students will identify approximately 160 trees commonly used in Southern California landscapes. The landscape uses, growth habits, and cultural requirements as well as the morphological characteristics of these trees will be studied.
2. Horticulture 48 – Plant Identification – Shrubs, Vines, and Groundcovers
Units: 3 Lecture: 2 hours Lab: 3 hours Faculty Load: 28.333%
Recommended Preparation: eligibility for English 2R
Credit, degree applicable; Transfer CSU
In this course, students will identify approximately 160 shrubs, vines, and groundcovers commonly used in Southern California landscapes. The landscape uses, growth habits, and cultural requirements as well as the morphological characteristics of these plants will be studied.

CHANGE IN MAJOR

1. Environmental ~~Horticultural Science~~ Horticulture
Current Status/Proposed Change
At least 50% of the requirements for the major must be completed at El Camino College.
Required courses: Horticulture 41, 42, 46, 47, 48 ~~52A, 52B~~, 53, 54; ~~and a minimum of 2 units~~
one course from the following: Biology 14, 15, 16, Horticulture 44, 95abcd
Total Units: ~~20~~ 23-25

NEW CERTIFICATE OF COMPETENCE

1. Environmental Horticulture
A Certificate of Competence will be awarded upon the completion of the courses listed below with a minimum grade average of B. At least 50% of the requirements for the certificate must be completed at El Camino College.
Horticulture 41, 42, 46, 47, 48, 53, 54; one course from: Biology 15, 16, Horticulture 44, 95abcd

Total Units: 23-25

CHANGE IN CERTIFICATE OF COMPLETION

1. Environmental ~~Horticultural Science~~ Horticulture

Current Status/Proposed Change

A Certificate of Completion will be awarded upon completion of the courses listed below with a minimum grade average of C.

At least 50% of the requirements for the certificate must be completed at El Camino College.

Required courses: Horticulture 41, 42, 46, 47, 48, 52A, 52B, 53, 54; ~~and a minimum of 2 units one course from the following:~~ Biology ~~14,~~ 15, 16, Horticulture 44, 95abcd

Total Units: ~~20~~ 23-25

CHANGE IN GENERAL EDUCATION REQUIREMENT; COURSE REVIEW

1. History of Science 11 – Introduction to the History of Western Science

Current Status/Proposed Change

Associate in Arts Degree General Education Pattern – Section ~~A.1. Natural Sciences~~ A.2., Social and Behavioral Sciences

Associate in Science Degree General Education Pattern – Section ~~A.1., Natural Sciences~~ A.2. Social and Behavioral Sciences

Agenda for the El Camino Community College District Board of Trustees
From
Student and Community Advancement
John Baker, Ed.D., Interim Vice President

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A. STUDENT FIELD TRIP

It is recommended that the Board approve the following student field trip sponsored by the Career Center. The purpose of the trip is to obtain career information. Additional staff: Van Nguyen and Yolanda Wade.

January 19, 2006 – Victoria Martinez – Inglewood Superior Court, Inglewood, California.
Estimated students 20. Depart 9:00am; return 1:00pm. Transportation by vans.

B. 2006 SPRING GIRLS' HIGH SCHOOL BASKETBALL LEAGUE

It is recommended that the Board approve the 2006 Spring Girls' High School Basketball League program scheduled April 19, 2006 through May 24, 2006. The 2006 Spring Girls' High School Basketball League will be staffed by Camp Director Steve Shaw, and various basketball officials who will be employed as Casuals.

**Agenda for the El Camino Community College District Board of Trustees
from
Administrative Services
Jeff Marsee, Vice President**

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A. NON-RESIDENT TUITION FEE FOR 2006–2007

It is recommended that the Board of Trustees adopt the non-resident tuition fee for the fiscal year 2006-2007, commencing with the summer session of 2006, in the amount of \$160 per unit of course work pursuant to Education Code Section 76140. Pursuant to Education Code Section 76141 (a), it is also recommended that the Board of Trustees adopt a non-resident tuition fee for non-resident students who are both citizens and residents of a foreign country for the fiscal year 2006-2007, commencing with summer session 2006, in the amount of \$180 per unit of course work. The additional \$20 for non-resident aliens is permitted to be charged for capital outlay purposes. El Camino College will set aside these additional dollars for the purpose of capital outlay, maintenance, and equipment.

The 2005-06 non-resident tuition fee rate is \$151 per unit and an additional \$19 per unit for foreign non-resident students. The adjustments are based on computations using reported statewide and district expenditures and FTES.

B. 2004-2005 AUDIT REPORT

It is recommended that the Board accept the annual financial audit report prepared by Vavrinek, Trine, Day and Co. for the El Camino Community College District. Copies of the audit report for the 2004-2005 fiscal year have been distributed to the Board of Trustees. The public may review the audit report in the Office of the Vice President-Administrative Services, Administration Building, Room 106.

C. CONTRACTS/PERSONAL SERVICE AGREEMENTS UNDER \$50,000

It is recommended that the Board of Trustees, in accordance with Board Policy 6340, ratify the District entering into the following agreements. The Vice President - Administrative Services, or his authorized designee has executed the necessary documents.

<u>Contractor</u>	<u>Dates of Service</u>	<u>Cost</u>
<u>ACE Home Loans</u>	07/01/05-06/30/06	Pass Through - No Cost
The contractor will provide part-time work opportunities to CalWORKs students as part-time Ace Home Loans' employees. The CalWORKs Program will recruit, help prepare and place students as opportunities are available. The District, through its CalWORKs Program, will reimburse Ace Home Loans for 50% of the hourly wages for the students participating under the Chancellor's Office funding and program guidelines.		

<u>American Apparel</u>	11/23/05-06/30/06	Projected Income: \$44,480
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Qualified trainers from the Center for Applied Computer Technology (CACT) will provide training courses to workers and supervisors of American Apparel, providing them with the skills they need to improve work performance and effectiveness on the job. The California Employment Training Panel funds this agreement, and the District will receive \$556.00 per trainee, with approximately 80 trainees participating.

<u>Contractor</u>	<u>Dates of Service</u>	<u>Cost</u>
<u>B&B Specialties</u>	11/04/05-06/30/06	Projected Cost: \$10,000
The contractor (B & B Specialties) will provide consulting services to International Trade Management System (ITMS) in fulfillment of the U.S. Department of State International Traffic in Arms Regulations export control laws. This contract is administered by the Center for International Trade Development (CITD).		
<u>City of Hawthorne/South Bay Workforce Investment Board</u>	09/01/05-08/31/06	\$19,014
Lease agreement to provide the District Business Training Center with classroom space at 110 S. La Brea, Inglewood, CA, for school-to-career development and implementation services under the School-To-Work Opportunities Act.		
<u>Little Company of Mary</u>	01/01/06 – 01/01/09	No Cost
This is an agreement between ECC and Little Company of Mary to provide students with a course of study which includes clinical experience while riding in an ambulance and providing the appropriate level of care. This course of study is part of the Emergency Medical Technician, Emergency Medical Technician-Paramedic and other similar health care and pre-hospital providers' licensing and/or certification requirements.		
<u>Nxtycle</u>	01/28/06 & 04/08/06	Projected Income: \$5,300 - \$10,500 per event
The contractor will hold two weekend collections of E-waste (computers, monitors, printers, scanners, fax machines, copy machines, etc.). These events will be held at El Camino College, and it is anticipated that revenues will exceed costs and provide El Camino with the projected income.		

D. CONTRACT VALUED AT \$50,000 OR HIGHER

It is recommended that the Board of Trustees, in accordance with Board Policy 6340, approve the District entering into the following agreement and that the Vice President – Administrative Services, or his designee, be authorized to execute the necessary documents.

<u>Contractor</u>	<u>Dates of Service</u>	<u>Cost</u>
<u>Western Oregon University</u>	01/19/06-09/30/06	Projected Income: \$131,536
Western Oregon University (WOU) is the primary contractor with the U.S. Department of Education Rehabilitation Services Administration to provide training for interpreters. El Camino College, as a subcontractor under the grant, will be responsible for training qualified interpreters to meet the diverse needs of the deaf, hard-of-hearing and deaf-blind. This agreement may be extended up to four (4) additional 1-year periods by mutual agreement of both parties.		

E. CHANGE ORDER - PUBLIC WORKS, TECHNICAL ARTS BUILDING RE-ROOF PROJECT

It is recommended that the contract of the prime trade contractor listed below be changed by the amount indicated due to the requested change order notice

BEST ROOFING Contract Amount: \$217,623 Change Order: \$20,998.80
Removal, replacement and rebuilding of roofing on top of and under lightweight concrete due to improper slope of existing roof. Condition was unforeseen and not uncovered until the existing roofing was demolished. (Original contract Board approved 6/27/04)

F. PURCHASE ORDERS AND BLANKET PURCHASE ORDERS

It is recommended that all purchase orders and blanket purchase orders be ratified as shown.

P.O. Number	Vendor Name	Site Name	Description	P.O. Cost
P0081290	NAEYC National Assoc for Ed.	Careers in Child Care	Dues And Memberships	\$70.00
P0081292	Destyn M. LaPorte	ECLA 04-05	Field Trip Expense	\$166.01
P0081293	Bonnie F. Gibson	RITC Year 5	Contract Services	\$150.00
P0081294	S & B Food Services Catering Serv	MESA Program	Contract Services	\$708.69
P0081295	Porta Phone Co.	Physical Education	Repairs Parts And Supplies	\$196.15
P0081296	AAFPE Headquarters	Legal Assistance	Dues And Memberships	\$375.00
P0081297	Bruce Tell	Fine Arts	Non-Instruct Supplies	\$200.00
P0081298	S & B Food Services Catering Serv	EOPS	Non-Instruct Supplies	\$689.59
P0081299	Datatel, Inc.	Information Technology	Maintenance Contracts	\$652.00
P0081300	Centinela Freeman Community	Torrance One Stop	Contributions	\$600.00
P0081301	E.G. Brennan & Co., Inc.	Admissions/Records	Repairs Noninstructional	\$223.54
P0081302	Barker Food Machinery	Electric Shop	Non-Instruct Supplies	\$34.59
P0081303	Jolene S. Combs	Humanities	Non-Instruct Supplies	\$349.95
P0081304	Bicepp	Health, Safety	Dues And Memberships	\$50.00
P0081305	Tek-Time	Electric Shop	Non-Instruct Supplies	\$591.59
P0081306	Dell Marketing L. P.	Community Advancement	New Equipment – Noninstruc.	\$4,763.62
P0081307	Mitchell Repair Information Co.	Automotive Technology	Other Books	\$71.99
P0081308	S & B Food Services Catering Serv	Faculty & Staff Dive	Non-Instruct Supplies	\$47.45
P0081309	S & B Food Services Catering Serv	Trust Career Expo	Fundraising	\$332.78
P0081310	Cellphone Battery Warehouse	Facilities/Planning	Non-Instruct Supplies	\$65.46
P0081311	American Express Travel	Human Resources	Conferences Mgmt	\$146.40
P0081312	NAFSA: Publications	Resource Developm./G	Publications Periodicals	\$106.81
P0081313	Donna R. Emery	Presidents Office	Other Services And Expense	\$48.21
P0081314	U-Line	Contract Education	Non-Instruct Supplies	\$50.70

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P0081315	Master Teacher, the	Div Office Humanities	Instructional Supplies	\$240.60
P0081316	Alysa M. Vanderzanden	Fine Arts	Non-Instruct Supplies	\$200.00
P0081317	Monterey Graphics	Student Affairs	Non-Instruct Supplies	\$318.26
P0081318	Beach Tennis	Health Sciences	Non-Instruct Supplies	\$1,008.61
P0081319	South Coast Air Quality Managemen	Facilities/Planning	Non-Instruct Supplies	\$34.35
P0081320	Carrier Corporation	Facilities/Planning	Repairs Noninstructional	\$293.00
P0081321	Beach Tennis	Resp Therapy	Non-Instruct Supplies	\$1,005.90
P0081322	S & B Food Services Catering Serv	Resp Therapy	Non-Instruct Supplies	\$1,164.71
P0081323	Paradise Awards	Health Sciences	Non-Instruct Supplies	\$162.38
P0081324	Mass Press	Facilities/Planning	Non-Instruct Supplies	\$59.48
P0081325	Superintendent of Documents	Job Development Ince	Other Books	\$610.00
P0081326	Michael Merrifield	V.P. Academic Affair	Contract Services	\$75.00
P0081328	American Express Travel	MESA Leadership Deve	Conferences Mgmt	\$2,888.80
P0081329	Discount Two-Way Radio	Ctr for Arts Promo	Non-Instruct Supplies	\$39.48
P0081330	Irish News	Ctr for Arts Promo	Multi Media Advertising	\$900.00
P0081331	Xpedx Paper & Graphics	Copy Center	Non-Instruct Supplies	\$335.15
P0081332	Magic Designs	Student Affairs	A/P Manual.Gen.	\$240.00
P0081333	SHPE West Coast Career Expo	MESA Leadership Deve	Conferences Mgmt	\$1,400.00
P0081334	MIRA COSTA COLLEGE	Community Advancement	Conferences Mgmt	\$255.00
P0081335	Delphin Computer Supply	Counseling Office	Non-Instruct Supplies	\$357.23
P0081336	U.S. Bank	Institutional Service	Election	\$1,138.23
P0081337	Video Press University of Marylan	Nursing	Fundraising	\$200.00
P0081338	Concept Media	Nursing	Fundraising	\$176.02
P0081339	Edits Publishers	Counseling Office	Non-Instruct Supplies	\$361.86
P0081340	CPP Consulting Psychologists Pres	Counseling Office	Non-Instruct Supplies	\$1,910.96
P0081341	Career Cruising	Counseling Office	Non-Instruct Supplies	\$510.00
P0081342	Johnson Controls Institute	Air Conditioning	Instructional Supplies	\$120.64
P0081343	Advanced Document System	Copy Center	Non-Instruct Supplies	\$245.83
P0081344	Boise Cascade	Warehouse	Inventories, Stores, Prep	\$2,346.86
P0081345	Relizon	Warehouse	Inventories, Stores, Prep	\$1,526.25
P0081346	GM Business Interiors	Ctr for Arts Promo	Non-Instruct Supplies	\$612.61
P0081347	Sims Welding Supply	VATEA I&T	Instructional Supplies	\$7,660.30
P0081348	Hurst Review Services	Nursing	Fundraising	\$38.00
P0081349	Wassco	Electronics	Instructional Supplies	\$120.73
P0081350	Paradise Awards	Health Sciences	Fundraising	\$340.01
P0081351	The Tharpe Company, Inc.	Human Resources	Other Services And Expense	\$64.17
P0081352	S & B Food Services Catering Serv	Health Sciences	Fundraising	\$1,047.63
P0081353	Academic Senate for California Co	Academic Senate	Dues And Memberships	\$3,177.15
P0081354	Los Angeles County Tax Collector	Institutional Service	Regulatory	\$3,954.28
P0081355	United Oil Company	Automotive Shop	Non-Instruct Supplies	\$8,014.30
P0081356	PLCS, Inc.	Carpenter Shop	Non-Instruct Supplies	\$314.49
P0081357	National Student Clearinghouse	VP-SCA	Dues And Memberships	\$639.07

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P0081358	L.A. County Dept. Health Svs.	Facilities/Planning	Other Services And Expense	\$928.00
P0081359	International Smog & Auto	Automotive Shop	Repairs Noninstructional	\$95.25
P0081360	Printer Works, the	Technical Services	Repairs Parts And Supplies	\$472.14
P0081361	Judith Norton	Specialty Beverage	Non-Instruct Supplies	\$231.51
P0081362	Abtech Systems, Inc/Nitech	Information Technology	Maintenance Contracts	\$9,099.00
P0081363	Mira Costa High School	Public Information	Multi Media Advertising	\$700.00
P0081364	Spanish Broadcasting System	Public Information	Radio Advertising	\$22,200.00
P0081365	AMPF, Inc.	Art Department	Instructional Supplies	\$197.00
P0081366	Geil Kilns Company	Art Department	Repairs Parts And Supplies	\$216.50
P0081367	Western Arts Alliance	Div Office Fine Arts	Dues And Memberships	\$375.00
P0081368	NCMPR	Public Information	Dues And Memberships	\$175.00
P0081369	Identification and Security Integ	District Photo Id Ca	Non-Instruct Supplies	\$2,618.00
P0081370	Premium Promotional	Faculty & Staff Dive	Non-Instruct Supplies	\$1,596.84
P0081371	Highsmith Company Inc.	Div Office Instr. Se	Instructional Supplies	\$63.18
P0081372	Chief, Cds Library of Congress	Instructional Service	Library Books	\$30.00
P0081373	SPSS Inc.	VP-SCA	Non-Instruct Supplies	\$2,165.93
P0081374	Fotosearch	Business & Int'l Ed.	Multi Media Advertising	\$1,500.00
P0081376	El Camino College Foundation	Community Advancement	Contributions	\$1,680.00
P0081377	Franklin Covey	EOPS	Non-Instruct Supplies	\$242.29
P0081378	Elizabeth M. Shadish	Univ-Silesia, Cieszy	Non-Instruct Supplies	\$99.00
P0081379	Boise Cascade	EOPS	Non-Instruct Supplies	\$22.64
P0081380	The Glove Doctor	Health Sciences	Fundraising	\$1,268.14
P0081381	Kramer Sporting Goods	Health Sciences	Fundraising	\$424.98
P0081382	Paradise Awards	Health Sciences	Non-Instruct Supplies	\$246.60
P0081383	Alfonso M. Pimentel	Radiologic Tech Dona	Non-Instruct Supplies	\$324.00
P0081384	Applecore Uniforms	Radiologic Tech Dona	Non-Instruct Supplies	\$601.11
P0081385	S & B Food Services Catering Serv	Resp Therapy	Non-Instruct Supplies	\$547.23
P0081386	Sitler's Suppliers, Inc.	Ctr for Arts Product	Non-Instruct Supplies	\$408.92
P0081387	Dent Fix Corporation	Automotive Collision	Repairs Parts And Supplies	\$331.99
P0081388	Carlos Correa	Student Affairs	A/P Manual.Gen.	\$100.00
P0081389	Kenneth S. Mays	Fire Tech Donations	Instructional Supplies	\$504.34
P0081390	Yale Chase Materials Handling Inc	Parking-Student Perm	Other Services And Expense	\$2,027.00
P0081393	NAEYC National Assoc for Ed.	Careers in Child Care	Dues And Memberships	\$70.00
P0081394	International Smog & Auto	Automotive Shop	Repairs Noninstructional	\$127.00
P0081395	On Course, Inc.	VTEA Special Resource	Conferences Other	\$810.00
P0081396	Diana L. Crossman	Speech Communication	Instructional Supplies	\$60.57
P0081397	Campus Concerts	Fine Arts	Non-Instruct Supplies	\$1,200.00
P0081398	Phyllis S. Fowler	Fine Arts	Non-Instruct Supplies	\$200.00
P0081399	Judy Hur	Fine Arts	Non-Instruct Supplies	\$100.00
P0081400	Jin H. Kim	Fine Arts	Non-Instruct Supplies	\$100.00
P0081401	Shoanie Young	Fine Arts	Non-Instruct Supplies	\$160.00
P0081402	Leif Woodward	Fine Arts	Non-Instruct Supplies	\$160.00

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P0081403	Seyoung Lee	Fine Arts	Non-Instruct Supplies	\$160.00
P0081404	Glendale Community College	CalWORKs	Non-Instruct Supplies	\$50.00
P0081405	Image Shop	Job Development Ince	Non-Instruct Supplies	\$37.83
P0081408	Jw Pepper of Los Angeles	Fine Arts	Non-Instruct Supplies	\$344.00
P0081409	Lucks Music Library	Fine Arts	Non-Instruct Supplies	\$345.56
P0081410	CASFAA	Administration	Travel And Conference Exp	\$25.00
P0081411	Kerry Records	Artes de El Camino	Contract Services	\$16,717.95
P0081412	Postmaster	Ed & Community Devel	Postage	\$150.00
P0081413	Printer Works, the	Technical Services	Repairs Parts And Supplies	\$117.17
P0081414	Displays2go	Counseling Office	Non-Instruct Supplies	\$432.88
P0081415	Linda Lew	Job Placement	Non-Instruct Supplies	\$144.53
P0081416	Cooldogdesign	Business & Int'l Ed.	Dues And Memberships	\$510.00
P0081417	Christen Chew	Fine Arts	Non-Instruct Supplies	\$200.00
P0081419	Jerrold S. Root	Ctr for Arts Product	Repairs Parts And Supplies	\$135.91
P0081420	Maurice Kogon	SBDC CITD	Dues And Memberships	\$200.00
P0081421	The Lightbulb Factory, Inc.	Title V ECC/SMC Acti	Software	\$300.00
P0081423	Bank of America	Presidents Office	Other Services And Expens	\$70.36
P0081424	Apex Learning	Information Technolo	Software	\$6,007.88
P0081426	Advanced Masonry & Concrete	Concrete Walkway	Site Improvements	\$6,976.00
P0081428	Decking Dynamics	Replace / Repair Flo	Site Improvements	\$13,980.00
P0081431	Melissa Data Corp.	Business & Int'l Ed.	Dues And Memberships	\$300.00
P0081432	A-1 Printing & Graphics, Inc	Business & Int'l Ed.	Dues And Memberships	\$2,862.13
P0081433	Avalon Communications Company	Business & Int'l Ed.	Dues And Memberships	\$3,289.50
P0081434	Pacific Parking Systems, Inc.	Parking-Student Perm	New Equipment – Noninstruc.	\$162.38
P0081437	Van Lingen Body Shop	Parking-Student Perm	Other Services And Expense	\$26.00
P0081438	Nina K. Oshio	Student Affairs	Non-Instruct Supplies	\$338.57
P0081440	Flor Barragan	Fine Arts	Non-Instruct Supplies	\$1,120.00
P0081441	Nicholaus Yee	Fine Arts	Non-Instruct Supplies	\$160.00
P0081443	David White	Fine Arts	Non-Instruct Supplies	\$150.00
P0081444	Laura Stickney	Fine Arts	Non-Instruct Supplies	\$200.00
P0081445	Peter J. Knutson	Fine Arts	Non-Instruct Supplies	\$312.00
P0081447	Mass Press	Div Office Fine Arts	Miscellaneous	\$59.48
P0081450	Paradise Awards	Health Sciences	Non-Instruct Supplies	\$755.48
P0081451	Mark Hullibarger	Music	Repairs Parts And Supplies	\$955.00
P0081452	Arch Wireless	Information Technology	Maintenance Contracts	\$347.53
P0081453	Sleeve City, Llc	Job Placement	Non-Instruct Supplies	\$26.81
P0081455	Mass Press	Div Office Fine Arts	Miscellaneous	\$59.48
P0081456	Bakbone Software	Information Technology	Maintenance Contracts	\$3,552.35
P0081457	Viasys Healthcare Inc.	Physical Education	New Equipment - Instructi	\$27,874.85
P0081458	Los Angeles County Public Works	Hazmat	Other Services And Expense	\$383.00
P0081460	Amazon.Com Corporate Credit	Fine Arts	Fundraising	\$556.26
P0081461	SPSS Inc.	V.P. Academic Affairs	Non-Instruct Supplies	\$555.17

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P0081462	Act ESS	V.P. Academic Affairs	Non-Instruct Supplies	\$1,443.70
P0081463	Image Solutions	Admissions/Records	Non-Instruct Supplies	\$8,213.55
P0081465	Maxxon Company	Lock Shop	Non-Instruct Supplies	\$27.06
P0081466	South High School	Public Information	Multi Media Advertising	\$350.00
P0081467	Mira Costa High School	Public Information	Multi Media Advertising	\$650.00
P0081469	Yossah Konlani	MESA/CSEMS Scholarsh	Student Stipends	\$3,125.00
P0081470	Postmaster	Public Information	Postage	\$150.00
P0081471	Thompson Publishing Group Inc.	Staff Diversity	Publications/ Periodicals	\$393.50
P0081472	National Roofing Consultants Inc.	Roof Rpl-Tech Arts B	Buildings	\$2,037.50
P0081473	Southern California Boiler, Inc.	Facilities/Planning/	Repairs Noninstructional	\$3,850.00
P0081474	South Coast Air Quality Managemen	Facilities/Planning/	Non-Instruct Supplies	\$6,115.84
P0081483	California Community College Leag	Board Of Trustees	Conferences Mgmt	\$225.00
P0081485	Magic's Auto Body & Paint	Parking-Student Perm	Repairs Non Instr	\$992.75
P0081486	Red Apple Morley, Llc	CDC Donations	Non-Instruct Supplies	\$2,256.40
P0081487	CCFC Annual Conference	Facilities/Planning/	Conferences Mgmt	\$200.00
P0081488	JRCERT	Rad Tech	Dues And Memberships	\$300.00
P0081492	Thomson West	V.P. Academic Affairs	Publications Periodicals	\$55.21
P0081495	American Express Travel	Administration	Travel And Conference Exp	\$113.60
P0081496	California Community College Leag	Board Of Trustees	Conferences Mgmt	\$225.00
P0081498	Ronald A. Scarlata	Fine Arts	Non-Instruct Supplies	\$265.21
P0081499	Archie Ivy, Inc.	Facilities/Planning	Repairs Noninstructional	\$1,100.00
P0081500	Melissa Data Corp.	Torrance One Stop Ca	Multi Media Advertising	\$300.00
P0081501	California Pro Sports	Radiologic Tech Dona	Non-Instruct Supplies	\$303.10
P0081502	Pacific Coachways	Health Sciences	Fundraising	\$1,500.00
P0081503	South Coast Air Quality Mgmt	Facilities/Planning	Repairs Noninstructional	\$6,000.00
P0081504	ADT Security Services	Information Technology	Maintenance Contracts	\$2,415.00
P0081505	Datatel, Inc.	Administration	Training	\$392.00
P0081506	Kimberly Wilkinson	Fine Arts	Non-Instruct Supplies	\$143.18
P0081507	American Express Travel	Board Of Trustees	Conferences Mgmt	\$206.60
P0081509	American Express Travel	Board Of Trustees	Conferences Mgmt	\$234.59
P0081514	Alfonso M. Pimentel	Radiologic Tech Dona	Non-Instruct Supplies	\$300.00

Total : 181 \$246,111.88

B0080922	E.D. Luce Packaging	Life Sciences	Instructional Supplies	\$822.00
B0081107	Lighthouse Publishing	ECLA 04-05	Multi Media Advertising	\$2,660.00
B0087717	Keith Johnson	Foster Care Ed 03-04	PSA Contract Services	\$444.00
B0087722	Patricia Duck	Foster Care Ed 03-04	PSA Contract Services	\$444.00
B0087816	Yuhak Bank, Ltd	ECLA 04-05	Contract Services	\$600.00
B0087841	ELS Group	VP-SCA	Personal and Consultant	\$66,000.00
B0087844	International Search	Human Resources	Other Services And Expense	\$9,900.00
B0087877	Bobbie Ledlie	Foster Care Ed 03-04	PSA Contract Services	\$296.00
B0087886	Uhak.Com/Munhwa Corp	ECLA 04-05	Contract Services	\$450.00
B0087890	William M. Yates	Ed & Community Devel	PSA Contract Services	\$5,000.00

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B0087904	Asmara U.S.A., Inc.	CITD Program Income	Contract Services	\$9,500.00
B0087906	Gregory Pascal	Parking-Student Perm	PSA Contract Services	\$600.00
B0087907	Marjorie Farnsworth	CITD - Export Enable	PSA Contract Services	\$40,000.00
B0087911	S & B Food Services	First Year Exp Found	Non-Instruct Supplies	\$5,000.00
B0087913	Service Pro Pest Man	Operations	Pest Control	\$7,000.00
B0087914	Deanna Quesada	Early Steps to Emanc	PSA Contract Services	\$2,368.00
B0087915	Russell Arnold	Early Steps to Emanc	PSA Contract Services	\$2,200.00
B0087916	Sandra Nash	DSPS	PSA Contract Services	\$9,999.00
B0087917	Gourmet Creations	Foster Care Ed 03-04	Contract Services	\$700.00
B0087918	Ad Club	Ed & Community Devel	Multi Media Advertising	\$3,000.00
B0087919	Gourmet Creations	Early Steps to Emanc	Contract Services	\$2,200.00
B0087920	Joddi Hundessa	Foster Care Ed 03-04	PSA Contract Services	\$74.00
B0087921	O'Melveny & Myers	Institutional Service	Legal	\$850.00
B0087922	S & B Food Services	VP-SCA	In-Service Training	\$1,200.00
B0087923	The Center for Advan	ECLA 04-05	Contract Services	\$450.00
B0087924	South Bay Economic	Community Advancement	Contributions	\$5,000.00
B0087925	Torrance Hilton	Ctr for Arts Promo	Other Services And Expense	\$4,000.00
B0087926	Higher Ed Jobs.Com	Human Resources	Multi Media Advertising	\$1,995.00
B0087927	Avalon Communication	Business & Int'l Ed.	Dues And Memberships	\$3,175.00
B0087928	Berk Advertising Ser	Business & Int'l Ed.	Dues And Memberships	\$7,500.00
B0087929	Jessica Williams	ILP	PSA Contract Services	\$3,774.00
B0087930	Universal Studios Ho	Student Affairs	Non-Instruct Supplies	\$15,000.00
B0087932	Xerox Corporation	Copy Center	Replacement Equipment	\$71,500.14
B0087938	ECCD Petty Cash	Facilities/Planning	Non-Instruct Supplies	\$300.00
Total :		34		\$284,001.14

Total POs and BPOs : **215** **TOTAL :** **\$530,113.02**

**Agenda for the El Camino Community College District Board of Trustees
for
Measure “E” Bond Fund
Administrative Services**

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B. Oversight Committee.....	3
C. Retention Reduction	3
D. Contracts Valued at \$50,000 or Higher.....	3
E. Purchase Orders.....	4

A. PROJECT BUDGETS

The Facilities Needs Report prepared May 2002, established preliminary budgets for the renovation or replacement of the buildings reported in the categories identified below. The Needs Report was the basis for determining the amount of bond funding required to complete the facilities upgrade/modernization program. The preliminary budgets were revised February 17, 2004, when project scopes and timelines were further defined. Budgets were also revised as of May 16, 2005. Also included in the needs report was a listing compiled by division of equipment and technology that needed to be replaced or upgraded.

The following table reports expenditures through December 31, 2005.

**GENERAL OBLIGATION BOND FUND CATEGORIES AND PROJECTS
(Thru 12/31/05) Datatel 12/27/05**

	REVISED BUDGET	TOTAL EXPENDITURES	BALANCE
<u>Additional Classrooms and Modernization (ACM)</u>			
Acquisitions (0201)	5,000,000	705,867	4,294,133
Architectural Barrier Removal Phase 2 (0202)	1,529,000	18,582	1,510,418
Athletic Education and Fitness Complex (0203)	15,718,000	274,322	15,443,678
Bookstore/Cafeteria Conversion to Administration (0204)	6,084,896	73,428	6,011,468
Business Building Replacement (0205)	10,926,189	139,877	10,786,312
Central Plant (0206)	10,858,000	187,740	10,670,260
Child Development Center Phase 2 (0207)	2,525,000	30,573	2,494,427
Crenshaw Blvd. Frontage Enhancement (0208)	1,100,000	13,418	1,086,582
Fire Academy Structure (0209)	791,375	13,580	777,795
Fire Program Facility (0210)	123,000	1,656	121,344
Humanities Complex Replacement (0212)	23,120,064	1,603,663	21,516,401
Learning Resource Center Addition (0213)	7,100,000	121,824	6,978,176
Manhattan Beach Blvd. Parking Structure and Entrance (0214)	216,232	812	215,420
Remodeling Phase Two (0216)	157,625	34,611	123,014
Remodeling Phase Three (0217)	8,715,875	105,101	8,610,774
Science Complex Renovation (0219)	6,721,738	6,473,940	247,798
Signage and Wayfinding (0224)	2,600,000	53,905	2,546,095
Student Services and Activities Replacement (0220)	31,928,118	405,068	31,523,050
Temporary Space and Relocation Costs (0221)	2,000,000	693,153	1,306,847
Master Planning (0223)		105,548	(105,548)
Reserve for Contingencies (0299)	37,748,071	-	37,748,071
Total Additional Classrooms and Modernization	174,963,183	11,305,801	163,657,382
<u>Campus Site Improvements: Accessibility, Safety / Security (CSI)</u>			
Asphalt Resurfacing - All Lots (0301)	400,000	14,975	385,025
Emergency Generators and Distribution (0302)	2,265,000	17,671	2,247,329
Emergency Power to Security Lighting (0303)	175,000	1,365	173,635
Entrance - Redondo Beach Blvd. to Lot H (0304)	400,000	4,501	395,499
Fencing Replacement and Additions (0305)	375,000	2,926	372,074
Landscaping and Irrigation System Replacements (0306)	2,540,000	42,403	2,497,597
Lighting - Upgrade / Replace All Lots (0308)	2,440,000	19,036	2,420,964

	REVISED BUDGET	TOTAL EXPENDITURES	BALANCE
Lot F Parking Structure Improvements (0309)	1,632,000	23,669	1,608,331
Lot H Parking Structure (0310)	8,348,666	872,601	7,476,065
Paving Replacement - All Walks and Driveways (0311)	2,187,000	17,062	2,169,938
Pedestrian Walks at Manhattan Beach Blvd. and Lot E (0312)	81,600	637	80,963
Security Video (0313)	180,000	7,831	172,169
Voice / Data / Signal Site Duct Bank (0314)	1,945,181	84,628	1,860,553
Reserve for Contingencies (0399)	1,757,784	-	1,757,784
Total Campus Site Improvements: Accessibility, Safety / Security	24,727,231	1,109,304	23,617,927
Energy Efficiency Improvements (EEI)			
Energy Efficiency Improvements Phase Two (0402)	2,818,000	43,000	2,775,000
Reserve for Contingencies (0499)	215,653	-	215,653
Total Energy Efficiency Improvements	3,033,653	43,000	2,990,653
Health and Safety Improvements (HSI)			
Administration (0501)	4,367,732	72,324	4,295,408
Art & Behavioral Sciences (0502)	12,247,136	204,843	12,042,293
Auxiliary Warehouse (0504)	105,042	1,305	103,737
Communications (0507)	8,223,354	220,115	8,003,239
Construction Technology (0508)	943,970	16,588	927,382
Domestic Water System (0509)	2,488,800	68,622	2,420,178
Facilities and Receiving (0510)	1,985,416	141,908	1,843,508
Fire Alarm (0511)	780,800	9,056	771,744
Firelines (0512)	1,837,503	81,798	1,755,705
Hazardous Materials Abatement (0513)	200,000	76,359	123,641
Library (0515)	7,876,509	419,762	7,456,747
Marsee Auditorium (0516)	6,670,843	112,806	6,558,037
Math & Computer Sciences (0517)	10,761,643	181,548	10,580,095
Music (0518)	8,896,846	227,342	8,669,504
Natural Gas System (0519)	488,000	5,698	482,302
North Gymnasium (0520)	3,248,993	257,277	2,991,716
Physical Education and Men's Shower (0521)	4,216,871	67,618	4,149,253
Planetarium (0522)	559,465	12,921	546,544
Pool and Health Center (0523)	8,273,592	140,855	8,132,737
Primary Electrical Distribution System (0524)	13,460,000	530,769	12,929,231
Reimbursements (0525)	1,456,353	1,456,353	-
Security Systems (0526)	1,313,664	30,535	1,283,129
Sewer System (0527)	1,964,200	25,062	1,939,138
Social Sciences (0528)	7,415,520	148,852	7,266,668
Storm Drain System (0530)	1,083,909	14,548	1,069,361
Technical Arts (0531)	5,600,000	105,624	5,494,376
Shops (0533)	10,600,000	213,338	10,386,662
Reserve for Contingencies (0599)	8,337,328	-	8,337,328
Total Health and Safety Improvements	135,403,489	4,848,555	130,559,665
Information Technology and Equipment (ITE)			
Behavioral and Social Sciences (0601)	579,077	22,984	556,093
Business (0602)	1,123,650	438,401	685,249
Facilities Planning and Services (0603)	1,818,724	283,304	1,535,420
Fine Arts (0604)	2,805,096	328,212	2,476,884
Health Sciences and Athletics (0605)	1,203,993	177,688	1,026,305
Humanities (0606)	607,033	150,534	456,499
Industry and Technology (0607)	1,771,641	422,712	1,348,929
Information Technology (0608)	14,557,510	1,784,540	12,772,970
Learning Resources (0609)	4,665,775	137,253	4,528,522
Math (0610)	688,661	134,997	553,664
Natural Sciences (0611)	3,002,285	585,119	2,417,166
Nursing (0612)	252,651	116,478	136,173

	REVISED BUDGET	TOTAL EXPENDITURES	BALANCE
Student and Community Advancement (0613)	567,500	169,879	397,621
Interfund Transfer (0614)	141,150	141,150	-
Phase II, III, IV Purchases (0697)	12,686,900	-	12,686,900
Installation Contingency (0698)	4,464,194	-	4,464,194
Reserve for Contingencies (0699)	3,746,018	-	3,746,018
Total Information Technology and Equipment	54,681,858	4,893,250	49,788,608
Physical Education Facilities Improvements (PEFI)			
Baseball Field (0701)	1,091,800	-	1,091,800
North Field (0702)	481,600	-	481,600
Sand Volleyball (0703)	12,300	-	12,300
Reserve for Contingencies (0799)	121,349	-	121,349
Total Physical Education Facilities	1,707,049	-	1,707,049
Refunding Income	6,866,776	-	6,866,776
	\$ 401,383,239	\$ 22,199,910	\$ 379,188,060

B. CITIZENS' BOND OVERSIGHT COMMITTEE

The next meeting of the Citizens' Bond Oversight Committee is scheduled for January 25 at 9 a.m. in the Administration Building, Room 127.

C. RETENTION REDUCTION

It is recommended to reduce from 10% to 5% the retention amount being withheld from Circulating Air Inc. for work performed on the Science Complex Renovation project. The work is substantially complete, and the remaining 5% is sufficient to ensure completion and protect the District's interest.

D. CONTRACTS VALUED AT \$50,000 OR HIGHER

It is recommended that the Board of Trustees, in accordance with Board Policy 6340, approve the District entering into the following agreement and that the Vice President – Administrative Services, or his designee, be authorized to execute the necessary documents

<u>Contractor</u>	<u>Dates of Service</u>	<u>Cost</u>
<u>Southern California Edison (SCE)</u>	01/2006-03/2007	\$373,957
SCE is to install new conduits, transformers, meters and associated equipment to provide electricity to the District's new electrical substation.		
<u>Beck & Graboski Design Office</u>	06/24/06-12/31/06	\$70,000
Beck & Graboski Design Office will provide design services for campus wayfinding and facilities signage. The not-to-exceed cost of the contract is \$70,000, including reimbursables.		

E. PURCHASE ORDERS

The following purchase orders have been issued in accordance with the District’s purchasing policy and authorization of the Board of Trustees. It is recommended that the following purchase orders for Measure “E” expenditures be ratified and that payment be authorized upon delivery and acceptance of the items or services ordered.

P.O. Number	Vendor Name	Site Name	Description	P.O. Cost
P0089043	State Water Resources Control	Humanities Complex	Site Improvements	\$284.00
P0089044	Hydrologue, Inc.	Humanities Complex	Testing & Inspection	\$2,600.00
P0089046	A-1 Coast Rentals	Humanities Complex	Site Improvements	\$268.00
P0089047	Workplace Resource	Administration	Group II Equipment	\$16,755.58
P0089048	Industrial High Voltage	Humanities Complex	Site Improvements	\$1,490.00
P0089051	SNI Security Network, Inc.	Humanities Complex	Professional Services-Bon	\$1,157.50
P0089053	Psomas	Firelines	Architecture & Engineering	\$3,500.00
P0089055	Doja, Inc.	Primary Elect Distri	Buildings	\$6,600.00
Total :		8		\$32,655.08
B0089042	SC Advisory Services	Master Planning	Professional Services-Bon	\$49,000.00
B0089045	Wards Architects & E	Pool & Health Center	Architecture & Engineering	\$1,601.94
B0089049	Vector Resources, In	Primary Elect Distri	Site Improvements	\$3,282,068.90
B0089052	Ford Graphics	Master Planning	Blue Printing-Construction	\$12,000.00
B0089054	Daily Breeze, the	Master Planning	Advertising-Bond Projects	\$4,500.00
B0089057	LCC 3 Construction	Humanities Complex	Architecture & Engineering	\$4,500.00
Total :		6		\$3,353,670.84
Total POs and BPOs :		14	TOTAL :	\$3,386,325.92

**Agenda for the El Camino Community College District Board of Trustees
from
Human Resources - Administrative Services**

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A. EMPLOYMENT AND PERSONNEL

It is recommended that the Board ratify/approve the employment and personnel changes for certificated, classified, special project temporary administrators and temporary classified service employees as shown in items 1-21 and 1-17.

Certificated Personnel:

1. Retirement – Dr. Carroll Caswell, Director, Workplace Learning Resource Center, Community Advancement, last day worked January 31, 2006, first day of retirement February 1, 2006, and that a plaque be presented to him in recognition for his service to the District since 1995.
2. Retirement – Ms. Deborah Weir, full-time instructor of English as a Second Language (ESL), Humanities, last day worked, June 9, 2006, first day of retirement June 10, 2006, and that a plaque be presented to her in recognition for her service to the District since 1977.
3. Employment – Dr. Ian Haslam, full-time Dean of Health Sciences & Athletics, Range 16, Step 2, effective January 23, 2006.
4. Employment – Ms. Kristi Blackburn, Dean of Fine Arts, Range 16, Step 1, effective February 1, 2006.
5. Employment – Mr. Daniel Eastmond, full-time/temporary instructor of Earth Sciences, Natural Sciences, Class IV, Step 4, effective February 11 through June 9, 2006.
6. Employment – Ms. Donna Green, full-time/temporary instructor of Nursing, Health Sciences & Athletics, Class I, Step, 4, to be paid by Cedars Sinai Grant, effective February 8 through June 30, 2006.
7. Employment – Mr. Marlon Jones, full-time/temporary instructor of Chemistry, Natural Sciences, Class I, Step 4, effective February 11 through June 9, 2006.
8. Amend Employment – Ms. Nadia Lopez, full-time/temporary instructor of Nursing, Health Sciences & Athletics, Class II, Step 4 (instead of Step 2), effective February 8, (instead of February 13) through June 30, 2006.
9. Leave of Absence – (personal, unpaid) – Ms. Julie Barden, full-time instructor of English, Humanities, effective August 25, 2005 through June 9, 2006.
10. Leave of Absence (75% unpaid Family Medical Leave) – Ms. Karen Forney, full-time instructor of English, Humanities, effective February 11 through June 9, 2006.
11. Leave of Absence (medical) – Mr. Daniel Heitmann, full-time instructor of Management, Business, effective February 14 through June 30, 2006.

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12. Extra Pay – The following full-time Librarians to be employed each scheduled day of the 2006 winter intersession, to be paid ~~\$51.69 an hour at the daily rate of 1/175th of the faculty members'~~, in accordance with the Agreement, Article X, Section 13(b). *Correction made during Board meeting.

Don Brown
Edward Martinez

Vince Robles
Claudia Striepe

13. Special Assignment – Ms. Jolene Combs and Ms. Lori Medigovich, full-time instructors of Humanities, to work as Journalism/Student Publications lab supervisors, to be paid \$41.74 an hour each, not to exceed 8 hours a week for 15 weeks each, effective February 20 through June 9, 2006, in accordance with the Agreement, Article X, Section 13(a)
14. Special Assignment – Ms. Carol Lisek, part-time instructor of Music, Fine Arts, to coordinate Division of Fine Arts and Center for the Arts student attendance education programs, to be paid \$41.74 an hour, not to exceed \$4,007, effective January 9 through February 3, 2006, in accordance with the Agreement, Article X, Section 9(m).
15. Special Assignment – Ms. Elizabeth Shadish, full-time instructor of Philosophy, Behavioral & Social Sciences, to coordinate global education through technology activities, to be paid \$55.65 an hour, not to exceed \$2,500, effective January 17 through February 13, 2006, in accordance with the Agreement, Article X, Section 14(c).
16. Special Assignment – Ms. Sue Dowden, full-time instructor of Sociology, Behavioral & Social Sciences, to implement video connections with foreign partners, to be paid \$55.65 an hour, not to exceed \$1,500, in accordance with the Agreement, Article X, Section 14(c).
17. Stipend Assignment – The following full-time coaches to be hired Spring 2006 semester to be paid a weekly stipend in accordance with the Agreement, Article X, Section 11(a), effective January 15, 2006:

COACH	TEAM	STIPEND
J. Britton	Badmitton	\$511
T. Granger	Women's Softball	\$511
D. Lofgren	Women's Swimming	\$944
C. Stanbury	Men & Women's Swimming	\$944

18. Stipend Assignment – The following part-time coaches to be hired Spring semester to be paid a weekly stipend in accordance with the Agreement, Article X, Section 11(e), effective January 15, 2006:

COACH	TEAM	STIPEND
S. Calderon	Women's Softball	\$476
S. Janus	Golf	\$476
S. VanDanegan	Men & Women's Tennis	\$952

C. Nammack	Baseball	\$476
R. Blount	Men's Volleyball	\$476
D. Diego	Women's Track & Field	\$238
R. Berg	Women's Softball	\$476
K. Hughley	Men & Women's Track/Field	\$476
S. Sheil	Men & Women's Track/Field	\$476

19. Employment – The following part-time/temporary instructors to provide instruction in the Fire Academy, Industry and Technology, effective February 11 through June 9, 2006, to be paid by the following respective agencies:

Beverly Hills Fire Department
Gregory Barton

Manhattan Beach Fire Department
Charles Leroy Wilson

Culver City Fire Department
Tim Wilson

Redondo Beach Fire Department
Richard Martinez

El Segundo Fire Department
Kevin Scott Smith

Torrance Fire Department
Steven Deuel

Hermosa Beach Fire Department
James Crawford

UCLA – Center for Prehospital Care
Sevan Gerard

Torrance Police Department
Lloyd Degonia

20. Employment– The following part-time/temporary instructors to be hired as needed for the 2006 Winter Intersession.

Behavioral & Social Sciences

Elena Taborda-Reigadas, Class III, Step 4
Dale Tatum, Class V, Step 4

*Correction made during Board meeting.

Industry & Technology

Carl Whitaker, Class I, Step 6

Humanities

*Mary Borell, Class V, Step 4
Jennifer Holt, Class II, Step 4

21. Employment– The following part-time/temporary instructors to be hired as needed for the 2006 Spring Semester:

Behavioral & Social Sciences

Norman Morrow

Fine Arts

Laura Kay Almo
Abdul-Jabbaar Aminah
Betty Lee

Laurel Paley

Health Sciences & Athletics

Leila Miranda-Lavertu

Gustavo Rodriguez

Humanities

Greta Hendricks

Jennifer Peters

Jennifer Holt

Paul McLeod

Industry & Technology

Robert Engler

Oscar Ortiz

Richard Martinez

James Sims

Mathematical Sciences

Loan Le

Arkadiy Sheynshteyn

Natural Sciences

Robert Altermatt

Premilla Arasasingha

Classified Personnel:

1. Retirement – Ms. Barbara Colon, Administrative Assistant II, Range 31, Step E, Fine Arts Division, Academic Affairs Area, effective November 30, 2005, and that a plaque be prepared and presented to her in recognition of her service to the District since 1994.
 2. Resignation – Ms. Jacqueline Booth, Library Media Technician II, Range 28, Step E, Learning Resources, Academic Affairs Area, effective January 19, 2006, plus accrued vacation.
 3. Resignation – Ms. Jill McTarsney, Accounting Assistant II, Range 30, Step E, Fiscal Services Division, Administrative Services Area, effective January 19, 2006, plus accrued vacation.
 4. Resignation – Ms. Leila Mozaffari, Director, Small Business Development Center, Range 11, Step 2, Community Advancement, Student and Community Advancement Area, effective January 6, 2006, plus accrued vacation.
 5. ~~Separation – Ms. Vanessa Whitman, Administrative Assistant II, Range 31, Step E, Counseling and Student Services Division, Student and Community Advancement Area, effective October 25, 2005, and that she be placed on the 39-month reemployment list.~~
- *Item pulled during Board meeting.
6. Personal Leave of Absence 17% - Ms. Kathleen Collins, 83.33% Secretary, Range 26 Step E, Humanities Division, Academic Affairs Area, effective January 4 through February 7, 2006.
 7. Personal Leave of Absence 37.5% - Edward Gropp, Bookstore Sales Assistant, Range 19, Step E, Bookstore Division, Administrative Services Area, effective February 1 through June 6, 2006.

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8. Amend Change in Classification – Ms. Bozena Morton, from Director of Resource Development/Grants Development and Management to Director for Center for International Education, Range 13, Step 5, effective July 1, 2005 to November 1, 2005 instead of June 30, 2006.
9. Amend Stipend – Mr. Rodolfo Lopez Jr., Administrative Assistant I, Range 28, Step E, Resource Development, Student and Community Advancement Area, to be paid an additional \$300 a month, for additional work assumed, effective July 1, 2005 through December 31, 2005 instead of June 30, 2006.
10. Change of Assignment – The following employees from Center for International Education, to International Students/Admissions & Records/Enrollment Services Division Student and Community Advancement Area, effective November 1, 2005:

Elisabeth Cholico	Susan Nickle	Leonid Rachman
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11. Work Out of Classification – Ms. Shobhana Warriar, Senior Clerical Assistant, Range 24, Step E, 50% Fiscal Services Division/50% Vice President of Administrative Services Office, to Accounting Assistant III, Range 30, Step C, Fiscal Services Division, Administrative Services Area, effective January 20 through June 30, 2006.
12. Promotion – Ms. Laura Landry, Administrative Assistant II, Range 31, Step E, Public Information Division, President’s Office Area, to Program Coordinator, Range 36, Step D, Workforce and Community Education Division, Student and Community Advancement Area, effective February 1, 2006.

Temporary Classified Service Employees:

13. Mr. Alonza McDonald - Theatre Technician, Range 31, Step A, Fine Arts Division, Academic Affairs Area, on-call as needed, effective February 1 through June 30, 2006.
14. Mr. Thomas Niland, Interim Director of Small Business Services, Range 11, Step 1, Community Advancement Division, Student & Community Advancement Area, effective January 6 through June 30, 2006 or until position is filled.
15. Ms. Nadia Reed - Theatre Technician, Range 31, Step A, Fine Arts Division, Academic Affairs Area, on-call as needed, effective January 25 through June 30, 2006.
16. Ms. Jane Richmond – Fine Arts Program Clerk, Range 17, Step A, Learning Resources, Academic Affairs Area, to work as needed in the music library, effective February 1, 2006.
17. Ms. LaTasha, Short – Administrative Assistant I, Range 28, Step A, CalWorks/Counseling and Student Services Division, Student and Community Area, to work 20 – 40 hours a week supporting the assistant director, effective January 24, 2006.

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B. TEMPORARY NON-CLASSIFIED SERVICE EMPLOYEES:

It is recommended that the Board authorize employment of the following Temporary Non-Classified Service Employees, subject to funding, as shown in items 1-14.

1. Sergio Borbon – Professional II, \$32.00 per hour, Saturday, 8:00 a.m. to 5:00 p.m., effective January 24, 2006 through June 30, 2006, Fire Academy/Administration of Justice/Industry and Technology, Academic Affairs area, to provide training, expertise, leadership, and professional services in the Fire Academy program, (District funded).
2. Megan Eddy – Professional II, \$37.00 per hour, Friday and Saturday, arrange up to 6 hours per week, effective February 5, 2006 through June 30, 2006, South Bay Children's Choir (SBCC)/Fine Arts/Center for the Arts, Academic Affairs area, to serve as assistant director for the SBCC (SBCC funded).
3. Shelly Franklin – Program Assistant III, \$10.00 per hour, Monday through Friday (days vary), 8:00 a.m. to 12:00 p.m. (hours vary), effective January 24, 2006 through June 30, 2006, Learning Resources, Academic Affairs area, to perform a variety of complex library, learning resources, and media services duties (District funded).
4. Sharon Gee – Paraprofessional, \$17.50 per hour, Monday through Friday (days vary), arrange up to 32 hours per week, effective January 24, 2006 through June 30, 2006, Careers in Child Care/Behavioral and Social Sciences, Academic Affairs area, to assist as the assistant to the Coordinator for the Careers in Child Care Program (County of Los Angeles Department of Social Services funded).
5. Kyle Gorman – Coaching Assistant, \$16.25 per hour, days vary and hours vary, effective January 23, 2006 to June 30, 2006, Health Sciences and Athletics, Academic Affairs area, to assist in coordination of all aspects of practice and competition, District funded.
6. Donna Green – Professional IV, \$65.00 per hour, Monday through Saturday (days vary), 8:00 a.m. to 9:00 p.m. (hours vary), effective January 24, 2006 through June 30, 2006, Workplace Learning Resource Center (WpLRC)/Community Advancement, Student and Community Advancement area, to develop and present short-term post licensure instruction on topics related to the care of the patient in the Emergency Department (WpLRC funded).
7. Ruth Nunez – Paraprofessional, \$12.50 per hour, Monday through Friday, arrange 32 hours per week, effective January 9, 2006 through June 30, 2006, Careers in Childcare/Behavioral and Social Sciences, Academic Affairs area, to assist the Supplemental Instruction (SI) Coordinator by facilitating SI sessions and assisting with the management, training, and scheduling of SI Coaches (County of Los Angeles Department of Public Social Services funded).

8. Ian Salas – Tutor II, \$8.50 per hour, Monday through Friday (days vary), arrange 30 hours per week (hours vary), effective January 24, 2006 through June 30, 2006, Learning Resources, Academic Affairs area, to provide tutoring services offered in Learning Resources (District funded).
9. Ian Salas – Tutor IV, 11.50 per hour, Monday through Friday (days vary), arrange ten (10) hours per week (hours vary), effective January 24, 2006 through June 30, 2006, Learning Resources, Academic Affairs area, to provide tutoring services offered in Learning Resources (District funded).
10. Jeremy Sisante – Professional II, \$32.00 per hour, Monday through Friday (days vary), 8:00 a.m. to 5:00 p.m. (hours vary), effective January 24, 2006 through June 30, 2006, Workplace Learning Resource Center (WpLRC)/Community Advancement, Student and Community Advancement area, to provide training, expertise, leadership & professional services in the Fire Academy program, (Contract funded).
11. Gabriel Valverde – Tutor II, 8.50 per hour, Monday through Saturday (days vary), arrange fifteen (15) hours per week (hours vary), effective January 25, 2006 through June 30, 2006, Learning Resources, Academic Affairs area, to provide tutoring services offered in Learning Resources (District funded).
12. Pam Washington – Professional IV, \$68.00 per hour, Monday through Friday (days vary), 8:00 a.m. to 5:00 p.m. (hours vary), effective January 24, 2006 through June 30, 2006, Workplace Learning Resource Center (WpLRC)/Community Advancement, Student and Community Advancement area, to develop and present short-term post licensure instruction on the topic of Operating Room Nursing, including but not limited to, the care of the post operative patient (WpLRC funded).
13. The following individuals are to work as Coaching Assistant, \$16.25 per hour, Monday through Friday (days vary), hours vary, effective December 19, 2005 through June 30, 2006, Health Sciences and Athletics (HS&A), Academic Affairs area, to assist with the Men’s or Women’s Intercollegiate team coach with all aspects of practice and competition (District funded).

Michael Grissett

Darryl Guerin

14. The following individuals are to work as Program Assistant II, \$9.00 per hour, Monday through Friday (days vary), 8:00 a.m. to 7:00 p.m. (hours vary), effective January 24, 2006 through June 30, 2006, Bookstore, Administrative Services area, to assisting with cashiering, stocking merchandise and assisting customers (District funded).

Stacie Leong

Christine Saldana

C. CLASSIFIED PROFESSIONAL GROWTH:

It is recommended that the Board ratify/approve the attendance of the following classified employee's conference and/or seminar paid from the Classified Professional Growth Fund as listed below:

University of La Verne, Winter 2006 Semester: EDUC 546 – Introduction to School Counseling and Guidance, Lakewood/Long Beach, CA Jan. 21-Mar. 19, 2006. \$100.00. June Curtis.

California Association of School Business Officials (CASBO) Job-Alike Workshop, El Segundo, CA. Jan. 26, 2006. \$35.00 per participant plus mileage:

Capri Blount	Celia E. Kang	Lisa Webb
Delores Buerger	Estella Lee	Marcia Williams
Josie Cheung	Gary Turner	Marie Yatman
Leimomi Elliott	Catharina Uebele	
Beverly Gilmore	Katherine L. Valot	

D. NEW TITLE FOR VICE PRESIDENT POSITION:

It is recommended that the Board approve the new title for the Vice President of Student & Community Advancement to Vice President of Student Services.

E. PART-TIME FACULTY SALARY PROPOSAL

It is recommended that the Board of Trustees approve for Part-Time Faculty a salary increase effective January 1, 2006, as shown on page 13. This reflects an 8.38% salary increase plus a shift of 15% of funds earmarked for the Full-Time Faculty salary increase as negotiated.

F. NOTICE AND SCHEDULING OF HEARING: NEGOTIATIONS BETWEEN THE EL CAMINO COMMUNITY COLLEGE DISTRICT AND THE CHILD DEVELOPMENT CENTER TEACHERS

It is recommended by the District that the Board of Trustees schedule a public hearing for its meeting on February 21, 2006 to start negotiations between El Camino Community College District and the Child Development Center Teachers for a successor Agreement to the current Agreement which expires on June 30, 2006.

G. AGREEMENT BETWEEN EL CAMINO COMMUNITY COLLEGE DISTRICT AND EL CAMINO POLICE OFFICERS ASSOCIATION CONTRACT RATIFICATION

It is recommended that the Board of Trustees ratify the amendments to the Agreement between the El Camino Community College District and the El Camino Police Officers Association, effective January 1, 2006 through December 31, 2008 as shown in Attachment II – Agreement Between El Camino Community College District and El Camino College Police Officers Association pages 1-90. For a summary of contract changes, see Attachment I, pages 11-24.

H. VOLUNTEERS:

The following persons have volunteered to perform unsalaried services for the El Camino Community College District pursuant to Education Code Section 72401 and 82365. In accordance with Labor Code Section 3364.5, Workers Compensation coverage is being provided for the following persons.

Grenada Brazzeller
Rita Casales
Leslie Easterling
Sarah Eckea
Magdalena Pineros
Nicole Pratt
Sebastian Pust
Gokcen Savkli
Zhuye (Kevin) Shang
Tina Tran
Barbara Woodward

PART-TIME FACULTY SALARY SCHEDULE
Effective January 1, 2006

<u>LECTURE (71%)</u>	<u>Class I – BA</u>		<u>Class II - MA</u>	
<i>Step</i>	<i>Stipend Hourly</i>		<i>Stipend Hourly</i>	
1	1227	68.17	1300	72.25
2	1280	71.13	1354	75.20
3	1334	74.09	1407	78.16
4	1387	77.03	1460	81.11
5	1440	79.99	1513	84.06
6	1493	82.94	1566	87.02

<u>LAB (71.73%)</u>	<u>Class I – BA</u>		<u>Class II - MA</u>	
<i>Step</i>	<i>Stipend Hourly</i>		<i>Stipend Hourly</i>	
1	930	51.66	985	54.74
2	970	53.90	1026	56.98
3	1010	56.14	1066	59.22
4	1051	58.37	1106	61.46
5	1091	60.61	1146	63.70
6	1131	62.85	1187	65.93

<u>ACTIVITY (75%)</u>	<u>Class I – BA</u>		<u>Class II - MA</u>	
<i>Step</i>	<i>Stipend Hourly</i>		<i>Stipend Hourly</i>	
1	884	49.10	937	52.03
2	922	51.23	975	54.16
3	960	53.36	1013	56.29
4	999	55.48	1052	58.42
5	1037	57.61	1090	60.54
6	1075	59.74	1128	62.67

<u>NON-INSTRUCTIONAL (75%)</u>	<u>Class I – BA</u>		<u>Class II - MA</u>	
<i>Step</i>	<i>Hourly</i>		<i>Hourly</i>	
1		38.58		40.88
2		40.25		42.58
3		41.93		44.23
4		43.59		45.90
5		45.27		47.57
6		46.94		49.24

Board approved: January 23, 2006

January 23, 2006

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ATTACHMENT I

SUMMARY OF ECC POA CONTRACT CHANGES

Article 2 – Definitions:

Restricted Employee, short-term employee and Substitute employee definitions were removed.

~~"Restricted employee" is an employee hired pursuant to any local, state or federally funded program which restricts employment to persons in low income groups, designated impoverish areas, and any other criteria which restricts the privilege of all citizens to compete for employment under the program, except as may otherwise be specified in this Agreement.~~

~~"Short term employee" is a person hired for a specific temporary project of limited duration.~~

~~"Substitute employee" is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.~~

Article 5 – Section 2, Work Day

Paragraph c was inserted.

- c. All officers are required to be dressed in the uniform of the day and have all necessary equipment ready to respond to emergency, as well as general service police calls, at the beginning of their assigned shift. These same requirements apply to overtime assignments along with an additional condition that the officer(s) will be at their venue site upon the start time of the detail.*

Article 6, Section 1 – Compensation

Items a and b deleted and replaced by items a-c.

~~A Unit Employee shall be employed at Step A of the salary range in accordance with the salary schedule listed below, effective January 1, 2004. This reflects a 2.60% salary increase.~~

<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step A Hourly Equivalent</u>
3772	3964	4171	4391	4619	21.759

~~A Police Officer Trainee shall be employed at the Trainee Step listed below effective January 1, 2004. This reflects a 2.60% salary increase.~~

~~Trainee Step: 3397~~

January 23, 2006

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- a) ~~Salary schedules for contract year 2005 will be determined by negotiation. Either party may request to open negotiations on the subject of salary for calendar year. The party requesting negotiations shall give the other party notice during the month of October, 2005.~~
- b) ~~From date of employment, change in classification arising from an approved promotion to another classification in a higher pay range or as the result of a reclassification to a higher pay rate due to a change in job duties, step increases shall be granted to be effective on the first day of the month following completion of six (6) months of active service in such position; thereafter, step increases shall be granted on the first day following completion of eighteen (18), thirty (30), and forty two (42) months of active service in the position.~~

- a) *Appendix G is reserved for the Police Officer Association (POA) Salary Schedule effective January 1, 2006. Effective January 1, 2006 the District will adjust the 2005 POA Salary Schedule by the "Adjusted Cost of Living Adjustment (COLA) as described in Appendix F, plus "the Funded Growth Percentage." The "Funded Growth Percentage" shall be computed by comparing the funded FTES in the Final Report (320) in October of the year prior to the year in which the calculation is made, to the funded FTE in the Final Report (320) in October of the year in which the calculation is made, and taking into effect any deficit factor applied by the State.*
- b) *Adjustments shall be calculated through Appendix F annually through the duration of this agreement.*
- c) *A unit employee shall be employed at Step A of the appropriate salary range in accordance with the POA Salary Schedule in effect as of the unit employees date of employment unless the District specifies a step other than Step A.*

Article 6, Section 2, Overtime

Hourly is changed to unit employee's hourly rate. Item b has been broken down into paragraphs for clarity.

- b. All authorized work in excess of the regularly assigned work week regardless if the hours worked are before or after the employee's regular work day (except as provided in subsection (c) of this Section), shall be compensated at one and one-half times the ~~unit hourly~~ *unit employee's* hourly rate in effect at the time the overtime hours were worked unless compensatory time off at the time and one-half rate is mutually agreed upon between the Chief of Police or designated supervisor. If a Unit Employee is

required to commence work before his/her regular work day, ~~his~~ *the* regular work day shall *not* be shortened except by mutual agreement between the employee and Chief of Police or designated supervisor.

Compensatory time off shall be taken at a time mutually acceptable to the employee and the supervisor within twelve months following the month in which the overtime was worked or the employee shall be paid.

For the purpose of computing hours worked, time during which an employee is excused from work because of paid holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the employee.

Article 6 - Hours of Service

Previously approved Memorandums of Understanding language incorporated into the contract.

Section 10 –Mileage

A Unit Employee shall be authorized to use the employee's vehicle if it is more time-efficient to drive from the employee's residence to the training location rather than drive to El Camino College, retrieve a District vehicle, and then drive to the training location.

Section 11 E – Educational and P.O.S.T certificate Stipend

- e. Stipends are payable on the date of eligibility. If an officer is eligible prior to hire date, the date of eligibility is considered to be the date of hire. If the eligibility occurs after the hire date, eligibility will be considered the date of achievement, *or* graduation ~~or anniversary~~. Upon written notification to the District, the stipend will be retroactive to the date of eligibility *from the effective date of this contract. Within six (6) months after the date of eligibility or the date of hire, a written notification shall be submitted to the District requesting the stipend.*

Section 12 – Attentive Incentive Program

b. Annual Recognition.

Upon approved application submitted in letter form to the Office of Human Resources, if an employee has not been absent for any consecutive twelve (12) month period, he/she, shall be granted a \$150 award to be paid as soon as possible. Absences for this purpose do not include holidays, scheduled vacations, bereavement leave, jury duty, or closure by the District for a department/area, or campus as a whole. ~~In addition, the employee shall be recognized at a public meeting of the Board of Trustees to commend the employee regarding attendance. No employee shall be entitled to more than one (1) award per calendar year for the duration of this Agreement.~~

c. The program is not intended to encourage or permit employees who are ill to come to work. The District reserves the right to send an employee home if there is reason to believe the employee is too ill or contagious to remain at work.

~~d. During the duration of this contract, data will be collected to demonstrate whether or not this program serves as an incentive to employees to better utilize their sick days. ECCPOA and the District will review the data and if the data indicates that this program is not an attendance incentive, it will be discontinued at the duration of this agreement.~~

d. To be recognized for an exemplary Attendance record and receive the \$150 award, employees must submit their request to participate in the Attendance Incentive program within three (3) months of completing twelve consecutive months of perfect attendance.

Article 7 – Employment Status

Section 2 - Restricted Classified Employee

Language removed.

Section 2. — Restricted Classified Employee.

~~If a specially funded position under 1(b) of this Article is restricted to employment of a person in a low income group from a designated impoverished area or on other criteria which restricts the privilege of all citizens to compete for employment in such position, a person employed in such position shall, in addition to the regular title of classified employee, be known as a Restricted Classified Employee. A person employed in a position designated as Restricted shall be accorded all benefits of the terms of this Agreement except as follows:~~

- ~~a. A person serving in a restricted position shall not acquire Permanent status as defined in Section 4 of this Article. A Restricted Classified Employee who applies for and is subsequently employed in a regular classified position shall have his service with the District counted from his date of employment in the Restricted position.~~
- ~~b. A person serving in a Restricted position shall not acquire service credit for the purpose of layoff for lack of work or lack of funds, as provided in Article 16.~~

Section 5, Substitute and Short-Term Employees

Language removed.

Section 5. — Substitute and Short Term Employees

~~Substitute and short term employees, employed and paid for less than one hundred ninety five (195) actual days of work per school year, irrespective of number of hours worked per day, shall not be classified as Regular Classified Employees or Restricted Classified Employees. In the event the employment of any substitute or short term employee exceeds this period, he shall be classified as a Regular Classified Employee.~~

Article 9, Section 5 – Catastrophic Illness

Reference to Appendix A incorporated in item a, and item c is deleted.

- a. In accordance with the provisions of AB2007, the Catastrophic Illness/Injury Leave Plan is available to eligible Unit Employees. The purpose of this plan is to permit employees with a catastrophic illness or injury to solicit individual donations of vacation and sick leave from fellow employees and/or from the Leave Bank. *Eligibility provisions and procedures are outlined in Appendix A.*
- b. A catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time and taking extended time of work creates a financial hardship for the employee because he/she has exhausted all sick leave other paid time off.
- ~~c. The terms and conditions of this plan are included in Appendix "A".~~
- d. The Catastrophic Illness/Injury Plan is not grievable.

- e. This plan was jointly developed as an institutional program by ECCE, Federation, POA, confidential employees, and management. Changes to this institutional plan cannot be made without the agreement of all constituent groups.

Article 11

Section 5 - Scheduling

Item "a" has been broken down into paragraphs for clarity, and labeled items b – e, and memorandum of understanding language incorporated into contract.

- a. Insofar as practicable and consistent with the needs of the District, vacations shall be granted at times most desired by employees. A vacation schedule shall be established at the beginning of each ~~fiscal~~-calendar year for anticipated vacation during that ~~fiscal~~ calendar year. Employees shall submit vacations requests for the next Calendar year January 1 – December 31 period to the Chief of Police or designated supervisor by January 31. The Chief will approve or deny these requests by March 1. *In the case of overlapping schedules and/or the seniority of requesting Officer at the time of the requested vacation, the Chief may tentatively approve or deny these requests.*
- b. Modifications in the vacation schedule may be made during the fiscal year at the discretion of the Chief of Police with two (2) weeks written notice from the requesting employee. If conflicting vacation requests of employees in the department must be reconciled, preference shall be given to the timely requests of the most senior employee. The District may designate periods of the year during which, due to operational needs of the department must be reconciled, preference shall be given to the timely request of the most senior employee.
- c. The District may designate periods of the year during which, due to operational needs of the department, vacation requests may be restricted.
- d. Additional vacation requests may be made at least thirty (30) days prior to the start of the requested vacation dates. These requests may be granted, subject to department needs. Preference for these requests shall be given to the timely request of the most senior employee. Other vacation requests may be made with less than thirty (30) days notice. These needs are on a first-come, first-served basis.

- e. A vacation scheduled for a given date may for good cause be rescheduled by agreement between the Unit Employee and the Chief of Police or designated supervisor.

Article 12, Section 3b – Scheduling

Memorandum of understanding language incorporated into contract.

- b. If Christmas Day *or Independence Day* falls on a Saturday or Sunday, Christmas Day *or Independence Day* will be observed on the actual weekend day.

Article 15 – Retirement

New language

Section 1 - *Retirement*

An employee may elect to retire in accordance with the provisions of the Public Employees Retirement System (PERS) upon giving written advance notice. The employee service with the District shall be considered terminated upon retirement.

Section 2 – Retiree Medical Insurance

a) The District will provide medical insurance for an employee who has ten (10) yeas of service with the District and who retires after reaching age fifty-five (55) under the provisions of the CalPERS from the time the employee retires and provided the employee remains fully retired under PERS. The District will also make available to such a retiree medical insurance for eligible dependents with the cost of such coverage to be borne by the retiree, subject to the terms of the insurance policy.

b)If an employee chooses to retire between the ages of fifty (50) and prior to the employees fifth-fifth (55) birthday, the District shall offer to the retiree a one-time opportunity at the time of retirement to participate in the CalPERS medical plan as noted in Article 15, Section 2 (a) when the retiree turns age fifty-five (55). The District shall contribute the same minimum payment as noted in Section 2(a) for an eligible retiree who elects to participate. At age sixty-five (65) the retiree shall be responsible for the cost of the medical coverage equal to the difference between the District payment and the total cost of the selected medical plan.

Article 17 – General Provisions

New Language

Section 2.1 Drug and Alcohol Testing

Upon Reasonable suspicion that a Unit Employee cannot safely or effectively perform the duties of the job, or that an on-duty Unit Employee might be under the influence of an intoxicant (as defined in the El Camino Police Department Policies, Procedures and Operations Manual), the District shall have the authority to order a test of that employee to determine if the employee is under the influence of an intoxicant. A Unit Employee's refusal to submit to any such testing shall be considered insubordinate conduct and subject the Unit Employee to appropriate discipline.

Article 18, Section 3n

Reference to Police Manual included.

- n. Failure to comply with reasonable District rules and regulations *including the Police Department Policy manual and* or provisions of the Agreement.

Article 22, Section 5, and 6

Section 5. Reopener

Either ECCPOA or the District shall have the right to reopen this Agreement for amendment of the compensation schedule, Article 6, Section 1(a), as provided in this section.

Either party may request to open negotiations on the subject of salary for Calendar years 2004 and 2005.

The parties also agree to reopen negotiations on two subjects of ECCPOA's choice and/or two subjects of the District's choice. Other subjects may be opened upon mutual agreement.

The party requesting negotiations shall give the other party notice ~~during~~ *no later than* the month of October 200~~3~~⁶ and 200~~4~~⁷.

Section 6. Duration

This Agreement shall become effective on January 1, 200~~3~~⁶ and shall remain in effect through December 31, 200~~5~~⁸ and shall continue in effect from year to year thereafter, with the provision that should

January 23, 2006

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either party desire to amend this Agreement, it shall provide written notice and a proposal to the other party of said desire and the nature of the amendments sought during the month of October of the year 2008. Upon completion of the public notice procedures set forth in Government Code 3547, the parties shall promptly, within ten (10) workdays, commence the meeting and negotiating process in an effort to reach agreement.

Appendix D deleted.

APPENDIX D

~~As discussed and agreed to on March 25, 2003 during contract negotiation between the El Camino College Police Officer's Association (ECCPOA) and the El Camino community College District (District) the ECCPOA would like to receive the 0.3% compensation retroactive to January 1, 1998, which was set aside for allocation towards the cost of implementing PERS safety retirement or another program of ECCOPOA's choice.~~

~~EL CAMINO COLLEGE POLICE
OFFICERS ASSOCIATION~~

~~EL CAMINO COMMUNITY
COLLEGE DISTRICT~~

By _____

By _____

Jan Caldwell, President

Allene Quarles, Asst . Director H.R.

By _____

By _____

Gary Robinson, Member

Rocky Bonura, Director — Safety and Risk Management

Date: _____

Date: _____

Appendix E, is now Appendix D.

APPENDIX E D

**El Camino Community College District
Police Officers Association
Release Time Authorization Form**

To: _____
Chief of Police/Designee

Date: _____

Subject: Release Time – With or Without Pay

For: _____
Officer's Name

Release time is authorized for the following activities with or without pay:

Authorized POA Signature **Date**

Please check one of the following activities with or without pay:

- Attend Monthly ECCPOA meetings.***
- Attend Grievance Procedure Meeting (w/pay)**
- Attend Board of Trustees' Meeting (Designee of POA w/pay)**
- Release time with pay for two (2) ECCPOA designated Unit Employees on ECCPOA's negotiating committee shall be granted for the purpose of meeting and negotiating in accordance with Government Code Section 3543.1**
- Release time with pay for one (1) ECCPOA designated Unit Employee to attend Annual Conference w/pay up to three days or twenty-four (24) hours.**
- Other (Please Specify)_____**

*** Supervisor may authorize an employee to attend meetings or perform duties with pay provided the supervisor schedules make-up time within thirty (30) days.**

Date:_____ **Time (Approx.) From**_____ **To:**_____

Location:_____

Chief or Police/Designee **Date**

Appendix F is now Appendix E, and new formular computations included.

APPENDIX F E

**COMPUTATION OF “ADJUSTED COLA” AND COLA PLUS GROWTH FORMULA
 POLICE OFFICERS ASSOCIATION**

<u>ADJUSTED COLA</u>	<u>COMPUTATION IN FALL 2002 FOR JAN 1, 2003</u>
1) <u>COLA:</u> Governor’s COLA (COLA in the adopted budget	2.00%
2) <u>Increased Costs of Benefits:</u> Calculate costs of fringe benefit increases (medical, dental, vision and life) District wide	\$1,041,446
3) <u>COLA Applied to Previous Year’s Costs:</u> Apply Governor’s COLA to total cost of benefits from previous year (2.00% x \$5,623,105)	\$112.462
4) <u>Increased Cost Minus COLA:</u> Subtract: Benefit increase paid for by COLA (#3 above) from benefit cost increase (#2 above) (\$1,041,446 – \$112.462 = \$928,984	\$928,984
5) <u>Percentage of Compensation:</u> Convert the portion of the benefit increase <u>not</u> covered by Governor’s COLA to a percentage of the District’s cost of 1% of the total of all ECC employees’ compensation, as published in final budget. (928,984/680,857)	1.455%
6) <u>Adjusted COLA:</u> Adjusted COLA = Governor’s COLA minus the fringe benefits increase not paid for by COLA. (2.00 – 1.455) =	0.545%
7) <u>ECC 2000/2001 growth</u> Comparing data from Form 320 and Exhibit between 11/01/01 and 11/01/02	3.258%
8) <u>Adjusted COLA + Funded Growth:</u> (0.545 + 3.258)	3.80%

APPENDIX E

COMPUTATION IN DECEMBER 2005 FOR JAN. 1, 2006

ADJUSTED COLA

1)	<u>Statewide COLA:</u> <i>Final Budget – President’s Transmittal Letter to Board of Trustees</i>	4.23%	
2)	<u>Increased Costs of Benefits:</u> <i>Calculate costs of fringe benefit increases (medical, dental, vision and life) District-wide</i>	\$796,924	
3)	<u>COLA Applied to Previous Year’s Costs:</u> <i>COLA x Previous Year benefit costs (4.23% X \$6,905,863)</i>	\$292,118	
4)	<u>Increased Cost Minus COLA :</u> <i>Subtract: Benefit increase paid for by COLA (#3 above) from Benefit cost increases (#2 above) (796,924 – 292,118)</i>	\$504,806	
5)	<u>Percentage of Compensation:</u> <i>Increased cost minus COLA from #4 divided by cost of 1% increase (504,806/735,301)</i>	.687%	
6)	<u>Adjusted COLA:</u> <i>Adjusted COLA = Statewide COLA (line 1) minus the benefits increase not paid for by COLA (line 5) (4.23 – 0.687)</i>	3.543%	
7)	<u>ECC 2004/2005 growth</u> <i>Funded Credit FTES of 18,414.39 (Exhibit E: 10/12/04) from 04/05 Funded Credit FTES 19,305.31 (using Exhibit C: 10/6/05 simulated recal funded credit) Divide the difference by 18,414.39</i>	4.838%	<i>Subtract 03/04</i>
8)	<u>Adjusted COLA (line 6) + Growth (line 7)</u> <i>(3.543 + 4.838)</i>	8.381%	

Appendix G is now Appendix F, Salary updated.

APPENDIX G F

EL CAMINO COMMUNITY COLLEGE DISTRICT
POLICE OFFICERS ASSOCIATION
SALARY SCHEDULE

Effective January 1, 2003

~~Police Officers:~~

<u>E</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step</u>
Monthly:	3676	3864	4065	4280	4502
Hourly:	21.208	22.292	23.452	24.692	25.973

~~Trainee Step:~~

Monthly:	3311
Hourly	19.102

Effective January 1, 2006

Police Officers:

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Monthly:	4234	4451	4682	4930	5185
Hourly:	24.43	25.68	27.01	28.44	29.91

Trainee Step:

Monthly: 3814
January 23, 2006

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AGREEMENT

BETWEEN

EL CAMINO COMMUNITY COLLEGE DISTRICT

AND

EL CAMINO COLLEGE POLICE OFFICERS ASSOCIATION



January 1, 2006 through December 31, 2008

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 2006 by and between EL CAMINO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District," and the EL CAMINO COLLEGE POLICE OFFICERS ASSOCIATION, hereinafter referred to as "ECCPOA."

ARTICLE 1

Recognition

Pursuant to the certification of the Public Employment Relations Board of the State of California, dated May 9, 1978, in Case No. LA-R-785, the district recognizes the Association as the exclusive representative of all Regular Classified Campus Police Officers and P.O.S.T. Police Academy Trainees hereinafter referred to as "Officers" and "Trainees" excluding those designated as supervisory, confidential, and management employees; and all other employees of the District designated as members of the classified service who do not hold the position title of Campus Police Officer *or* Police Academy Trainee.

ARTICLE 2

Definitions

"Classification" is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary rate are appropriate for all positions in a classification.

"Chief of Police or designee" shall be the person occupying that position or his specified designee.

"Demotion" is a change in assignment of an employee from a position in one classification to a position in another classification that is allocated to a lower maximum salary.

"Differential" is a salary allowance in addition to the basic rate or schedule based upon hours of his/her employment.

"Displacement Right" is the right of a classified employee, under certain conditions as specified in Article 16, Layoff, to displace an employee with less seniority in a classification.

"Fiscal Year" is July 1 through June 30.

"Job description" is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a classification.

"Minimum qualifications" are qualifications mandated for the position and which must be possessed by an employee or applicant before he or she can be considered for employment in a specific classification.

"Permanent employee" is a regular employee who successfully completes an initial probationary period.

"Probationary employee" is a regular employee who will become permanent upon completion of the prescribed probationary period.

"Promotion" is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary.

"Regular employee" is an employee, whether permanent, probationary, full-time, or part-time, who is not a restricted, substitute, short-term or student employee.

"Service Date of Employment" is the first (1st) day of the month following employment or the first (1st) day of the month of employment if the employee began employment on the first work day.

ARTICLE 3

Rights of the District

Section 1. Rights of the District

Except as limited specifically by the express terms of this Agreement, the District retains all of the rights and authority conferred upon it by the laws of the State of California to direct, manage and control the affairs of the District. Such rights of the District include, but are not limited to:

- a. The right to determine its organizational structure and to delegate its rights and responsibilities to the Superintendent/President and to such other officials, persons, departments, divisions and committees as it shall from time to time determine;
- b. The right to determine its financial structure including (i) all decisions and conditions relating to all sources of District income, (ii) all investment policies and practices, and (iii) all budgetary matters and procedures, to wit, the budget calendar, the budget formation process, accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures;
- c. The right to acquire, administer and dispose of all district property whether real or personal and whether owned, leased or otherwise controlled, including all land, buildings, facilities, grounds, parking areas, fixtures, machinery and other improvements;
- d. The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency and standards of service and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such service, the contracting of services to be rendered and functions to be performed, subject to the requirements of the Education Code;
- e. The right to determine the utilization of personnel including the determination of the number of positions, the qualifications for such positions and the screening and selection procedures for such positions, duties to be performed, and direction of Unit Employees covered by this Agreement, and the utilization of personnel not covered by this Agreement including, but not limited to, the determination of the use of temporary, certificated, confidential, supervisory and management personnel to perform work that is also performed by employees covered by this Agreement. The determination of the methods of selection and assignment of such personnel and

the determination of the assignment or reassignment of classified supervisory, confidential and management employees of the District to positions covered by this Agreement;

- f. The right to determine upon and implement affirmative action and equal employment policies and programs;
- g. The right to determine the assignment of Unit Employees to work schedules, locations, facilities, offices, equipment, functions, and activities;
- h. The right to determine standards of performance for all Unit Employees pursuant to the procedures to be used for evaluation of Unit Employees as provided by Article 8, and the right to determine whether any Unit Employee adequately meets such standards, subject to the Grievance Procedure as provided by Article 20 and the requirements of Government Code Section 3300, et seq.;
- i. The right to suspend or dismiss Unit Employees or to otherwise take disciplinary action against a Unit Employee subject to the requirements of Article 19 and Government Code Section 3300, Et seq.;
- j. The right to lay off Unit Employees and thereby reduce the number and hours of Unit Employees and terminate or partially terminate the services of Unit Employees subject to the requirements of Article 16;
- k. The right to determine the School Calendar, with the exception of Unit Employee holidays, the days, times and hours of operation of District facilities, functions and activities;
- l. The right to adopt reasonable rules and regulations, including rules and regulations related to safety and security matters;
- m. The right to determine the requirements for, and to manage and control District facilities; such as the cafeteria and other food service centers and bookstore.

Section 2. Exercise of District Rights

The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right to preclude the District from exercising the right in a different manner.

ARTICLE 4

Rights of ECCPOA

Section 1. Dues Deduction

The District will deduct from the pay of Unit Employees covered by this Agreement the dues of those employees who are members of ECCPOA upon receiving the employee's voluntary and written authorization for the District to make such deduction. Such authorization shall be revocable. The District will pay over to ECCPOA the amount withheld, shall be reported and paid to ECCPOA on a monthly basis. ECCPOA shall provide sufficient advance notice to employees authorizing deduction of dues or any increase in dues to allow the member to revoke the written authorization, if desired. ECCPOA will give the District at least forty-five (45) calendar days advance notice of any change in the amount of the monthly dues and shall provide to the District a copy of the notification to affected members. No dues authorization deduction will be effected until it has been on file with the District for at least fifteen (15) work days in advance of the pay period in which the deduction is to be made. ECCPOA agrees to reimburse the District for any dues withheld and paid to ECCPOA by mistake if the District fails to deduct the dues of a Unit Employee who has executed a valid authorization for such deduction. The District will make the correction at the next payroll period if notified by ECCPOA within ample time to make the correction. No such payroll adjustment shall exceed three (3) month's dues.

Section 2. Access to Work Areas

Representatives duly authorized by ECCPOA shall be permitted to transact business on District premises so long as the transaction of such business does not interfere with the performance of a Unit Employee's duties to the District and is conducted during periods of time that the concerned Unit Employee(s) is not rendering service to the District.

Section 3. Access to Bulletin Boards

ECCPOA shall have the right to use designated employee bulletin boards for posting notice of its activities subject to the following provisions:

- a. Posting of information by ECCPOA shall be on designated employee bulletin boards only.

- b. Items posted by ECCPOA shall contain the name of ECCPOA and shall be signed and dated by an official of ECCPOA.
- c. A copy of posted information shall be filed with the Office of Human Resources by ECCPOA.

Section 4. Use of Facilities for Meetings

ECCPOA shall have the right to use without charge District facilities at reasonable times for the purpose of meetings concerned with its representation rights at this District, provided that such use shall not interfere with nor interrupt normal District operations, nor shall cause after hour increased maintenance costs to the District, and that arrangement for such use shall be made in accordance with established procedures. Any additional direct cost shall be paid by ECCPOA.

Section 5. Distribution of Information

ECCPOA shall have the right to distribute information to Unit Employees on matters related to this Agreement and its representational rights at this District subject to the following provisions:

- a. Any item to be placed in the intercampus system shall bear the name of ECCPOA and the date. A copy of any general memoranda mailed to all Unit Employees shall be filed with the Office of Human Resources by ECCPOA.
- b. Usage shall be restricted to distribution of information which is noncommercial and which is not in violation of Article 17, Section 6, Political Activities, and shall be subject to the provisions of regulations governing use of school mail.
- c. District postage or postage machines shall not be used by ECCPOA.
- d. Distribution between District operating locations and employee mail boxes may be made either by the intercampus mail delivery service or by personal delivery to division offices.

Section 6. Use of District Equipment and Supplies

ECCPOA shall not have the right to use District equipment or supplies for the conduct of ECCPOA business, except ECCPOA officers may, with permission of the appropriate Dean, Director or Manager, have limited use of typewriters and copier provided ECCPOA provides its own paper supplies.

Section 7. Documents

Upon written request of ECCPOA, the District shall provide ECCPOA with copies of any documents that are a matter of public record provided that these materials are not confidential. ECCPOA shall bear the expense of duplicating any such materials unless there are existing copies available that are not earmarked for other distribution. Such request shall be submitted to the Office of Human Resources.

Section 8. Use of Telephone and Electronic Services

The District will provide POA on-campus telephone service, electronic mail, and internet privileges in accordance with the District's E-Mail, Internet and Network Policy (Board Policy 6160) for the purpose of conducting business.

Section 9. Use of District Personnel During Workday

- a. Reasonable time off without pay may be granted to Unit Employees to attend monthly ECCPOA meetings. The employee's supervisor at his/her discretion may authorize the employee to attend the monthly chapter meeting with pay provided the supervisor schedules make-up time within thirty (30) days.
- b. Reasonable time off without pay may be granted to ECCPOA officers to perform other duties for ECCPOA. The employee's supervisor at his/her discretion may authorize ECCPOA officers to perform other duties for ECCPOA with pay provided the supervisor schedules make-up time within thirty (30) days.
- c. Reasonable released time with pay may be granted to a Unit Employee officially designated to represent ECCPOA to attend public meetings of the Board of Trustees.
- d. Released time with pay for two (2) ECCPOA designated Unit Employees on ECCPOA's negotiating committee shall be granted for the purpose of meeting and negotiating in accordance with Government Code Section 3543.1 when such meeting with a designated representative(s) of the District conflicts with the scheduled work hours of such employees. If the meeting is scheduled during the Unit Employee's regularly scheduled time off, compensatory time equal to the employees' regular pay (straight time) will be granted. A Release Time Authorization Form with pay or compensatory time for negotiating committee members shall be submitted by ECCPOA as far in advance as possible to the Chief of Police, who then forwards the

form to the Human Resources Division. The straight time will only be granted for the actual time of the meetings

- e. Attend Grievance Procedure Meeting (w/pay).
- f. Release time with pay for one (1) ECCPOA designated Unit Employee to attend Annual Conference with pay up to three days or twenty-four (24) hours.
- g. Reasonable release time with pay may be granted to Unit Employee officially designated to attend Grievance Procedure meetings.

Section 10. Copies of the Agreement

The District will reproduce this Agreement and distribute a copy to each Unit Employee and will distribute a copy to each newly hired Unit Employee at the time of his/her employment.

Section 11. Board Minutes and Agenda

The District will furnish ECCPOA with a copy of the minutes of Board meetings and with a copy of the agenda of Board meetings and supporting documents submitted to the Board with such agenda, except for supporting documents of a confidential and/or privileged nature upon request.

Section 12. Other Committees

Unit Employees who are appointed to serve on any committees established by the District shall receive released time with pay if the committee meeting conflicts with the regular duty hours of the employee. If the committee meetings are scheduled during the Unit Employee's regularly schedule time off, compensatory time equal to the employees' regular pay (straight time) will only be granted, for the actual time of the meetings.

Section 13. Release Time Procedures

Prior to contractual release time with or without pay as specified in Sections 9 and 12 of this Article, the employee will inform the immediate supervisor of scheduled meetings or leave requests. Subsequent to a planned leave of absence, the employee and/or POA will complete and submit a POA employee Release Time Authorization Form to the Human Resources Division and forward a copy to the immediate supervisor of the employee. The Human Resources Division will review the form(s) for appropriate activities and will meet with POA representatives on a regular basis to review any concerns, discrepancies or adjustments that may be required. A copy of the POA Employees Release Time Authorization Form is attached as Appendix D.

ARTICLE 5
Hours of Service

Section 1. Work Week

- a. The standard work week for a full-time Unit Employee shall be an average of forty (40) hours of scheduled duty per week. Buyback will be consecutive to regular 12 hour days unless otherwise mutually arranged.
- b. The District may establish a work week of less than forty (40) hours for part time employees, in which case the Unit Employee shall be paid that percentage of the full-time monthly salary schedule that is equivalent to the percentage of his/her assignment to a full-time schedule, or at an equivalent hourly rate for actual hours worked, whichever method is designated by the District.
- c. For each five (5) days of unused earned sick leave days on the record as of June 30 of each fiscal year, each officer shall receive one (1) additional paid day (8-hour) off up to a maximum of eight (8-hour) days. Days earned will be scheduled at the discretion of the Chief and will be scheduled at the beginning or end of the officers' regularly scheduled non-working days. Days off will be scheduled during the eight (8) week summer schedule. In the event the officer is precluded from utilizing his/her additional days due to District priorities or personal priorities approved in advance by the Chief, unused days may be taken prior to the end of the calendar year. In no case will days be carried beyond December 31 of the calendar year in which earned.
- d. Police Officer Trainees shall adhere to the work days and hours of the Police Academy.

Section 2. Work Day

- a. The standard work day for a full-time officer shall be 12 hours of scheduled time, except during special assignments, for example, Community Oriented Policing Officers, so long as the work week is an average of 40 hours. If an officer is given a special assignment that lasts less than thirty (30) days, the officer assigned to that special assignment will not lose any shift differential he/she was receiving prior to the special assignment until the end of the shift rotation.

- b. The District may establish a work day of less than twelve (12) hours pursuant to Section 1(b) of this Article.
- c. All officers are required to be dressed in the uniform of the day and have all necessary equipment ready to respond to emergency, as well as general service police calls, at the beginning of their assigned shift. These same requirements apply to overtime assignments along with an additional condition that the officer(s) will be at their venue site upon the start time of the detail.
- d. Police Officer Trainees shall adhere to the Police Academy Schedule.

Section 3. Work Schedules

- a. Upon initial employment and any subsequent change of classification, each Unit Employee shall be furnished by the District with a notice which shall specify the employee's duty hours and days of work with POA input assignment or work location, classification description and salary data.
- b. The District may extend the regularly assigned work day or work week of a Unit Employee on an overtime basis when such extensions are necessary to carry on the business of the District. Eligibility for compensation for such assigned overtime shall be as provided in Article 6, Section 2. A unit employee shall not be required to work in excess of sixteen (16) consecutive hours in any twenty four (24) hour period except under emergency conditions or when an officer is officially subpoenaed to appear in court. If the Unit Employee is authorized to work available overtime and it is the Unit Employee's last scheduled work day of the week, the officer may work additional overtime above his/her regular hours, not to exceed eight (8) hours.
- c. (1) A shift Reassignment Request Form will be posted two (2) months in advance of each scheduled shift change for officers to express their preferred shifts. Shift changes are effective January 1, May 1, and September 1. Each shift assignment form will include the shift elimination order and department mandated shift assignments, with an explanation, at the time of posting.

(2) The Department will post the shift schedules no later than one month in advance of the scheduled change.

(3) Assignments and adjustments to schedules by the Department will be determined by the following priorities:

- a) The needs of the Department.
- b) Seniority of the requesting officer.

Employees may submit in writing any other reasons they are requesting particular shifts. If the tentative schedule indicates that an employee will not receive any of his/her three preferred shift assignments, prior to posting of the final schedule, that employee will be given an opportunity to submit a fourth preferred shift assignment. Adjustments to schedules not anticipated at assignment date and after the schedule has been posted, will be determined by department needs.

No Unit Employee may be assigned to the night shift in excess of two schedule rotations without the prior written approval of the Chief, upon written request of the employee. Approval shall not be withheld arbitrarily or capriciously.

(4) A minimum of eight (8) officers is required for the 3/12 schedules to be in effect. Schedule will revert to 5 consecutive 8 hour days until the minimum number of officers is reached once again. In the event this is necessary, ECCPOA will work with the District to coordinate a smooth transition.

- a. Any adjustments to the approved schedules shall be authorized by the Chief of Police.

Section 4. Adjustment Time

Any Unit Employee who works an average of thirty (30) minutes or more per day in excess of his regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

Section 5. Voting Time Off

Pursuant to the requirements of Election Code Section 14350 to Section 14352, the District for all statewide and local elections shall provide Unit Employees with sufficient time off to vote (not to exceed two (2) hours of paid time) if the voting time available outside of working hours is not sufficient to enable the employee to vote. The Unit Employee shall request such time off from the Chief of Police or designated supervisor.

Section 6. Meal Periods and Rest Periods

- a. Each employee who works a shift of more than five hours shall receive a paid thirty (30) minute meal period, to be taken at a time approved by the employee's supervisor.
- b. Each employee who is scheduled to work for four or more consecutive hours shall receive one paid coffee break of twenty minutes each in each such period, including travel time, to be taken at a time approved by the employee's supervisor.
- c. Meal and rest periods may not be accumulated, shall be considered as duty time and the Unit Employee shall be subject to all on-call requirements.

ARTICLE 6

Compensation

Section 1. Salary Schedule Step Placement and Advancement

- a. Appendix F is reserved for the Police Officer Association (POA) Salary Schedule effective January 1, 2006. Effective January 1, 2006 the District will adjust the 2005 POA Salary Schedule by the “Adjusted Cost of Living Adjustment (COLA) as described in Appendix E, plus “the Funded Growth Percentage.” The “Funded Growth Percentage” shall be computed by comparing the funded FTES in the Final Report (320) in October of the year prior to the year in which the calculation is made, to the funded FTE in the Final Report (320) in October of the year in which the calculation is made, and taking into effect any deficit factor applied by the State.
- b. Adjustments shall be calculated through Appendix E annually through the duration of this agreement.
- c. A unit employee shall be employed at Step A of the appropriate salary range in accordance with the POA Salary Schedule in effect as of the unit employees date of employment unless the district specifies a step other than Step A.

Section 2. Overtime

- c. Overtime work must be authorized by the Chief of Police or designated supervisor.
- d. All authorized work in excess of the regularly assigned work week regardless if the hours worked are before or after the employee’s regular work day (except as provided in subsection (c) of this Section), shall be compensated at one and one-half times the unit employee’s hourly rate in effect at the time the overtime hours were worked unless compensatory time off at the time and one-half rate is mutually agreed upon between the Chief of Police or designated supervisor. If a Unit Employee is required to commence work before his/her regular work day, the regular work day shall not be shortened except by mutual agreement between the employee and Chief of Police or designated supervisor.

Compensatory time off shall be taken at a time mutually acceptable to the employee and the supervisor within twelve months following the month in which the overtime was worked or the employee shall be paid.

For the purpose of computing hours worked, time during which an employee is excused from work because of paid holidays, sick leave, vacation, or other paid leave of absence shall be considered as time worked by the employee.

e. The following is the procedure for the uniform distribution of overtime in the Campus Police Division (hereinafter referred to as "Division"):

- 1) Overtime shall be awarded to the employee with the lowest hours recorded.
- 2) Employees with seniority shall be given first opportunity to work when overtime hours are equally distributed.
- 3) The overtime and seniority list shall be posted in a conspicuous place. Changes will be recorded on a day-to-day basis.
- 4) A new employee in the Department shall be credited with the highest amount of hours charged to any employee on the overtime list. A new employee in the Department is eligible for overtime when he/she completes training.
- 5) All overtime hours will return to zero (0) after every second shift rotation.
- 6) The overtime sign-up sheet for a particular event will be posted at least 72 hours before that event is scheduled to take place or as soon as practical.
- 7) The Division will inform an employee who has been selected to work a scheduled event by annotating the overtime sign-up sheet. It will be the responsibility of the employee to determine if he/she has been selected for a scheduled overtime event.

- 8) Overtime will be approved and assigned based on date of service and start time of each overtime assignment. Multi-day overtime assignment (bookstore for example) will be assigned as above and not as a block.
 - 9) Sergeant overtime assignments will be included in the uniform distribution of overtime list.
 - 10) No overtime will be posted for less than three (3) hours.
 - 11) If overtime is cancelled with less than eight (8) hours notice, the assigned officer will be paid for a minimum of three (3) hours.
 - 12) If it is necessary to mandatorily assign an officer to work overtime, for a specific event, the officer who was mandatorily assigned and any officer who volunteered, for that event, will not be charged on the uniform distribution of overtime list.
- d. In the event that no regular officer or sergeant volunteers to work overtime, the overtime will be assigned to the least senior eligible exclusive of those officers on approved leave status.
 - e. Police officer trainees who are required to work more than (40) forty hours a week as prescribed by the Police Academy, shall be compensated at one and one half times the hourly rate in effect at the time the overtime hours are worked or compensating time off (at one and one half time) as mutually agreed upon between the Unit Employee and Chief of Police or designated supervisor.

Section 3. Court Guarantee Pay

When an Officer is ordered by an Official Subpoena (as determined by the Chief or Sergeant) to be placed on call or appear in court due to a departmental related incident, the officer may elect one of the following alternatives: Minimum of two (2) hours of pay at time and one half his/her regular rate of pay, if he/she remains on call at home, or actually goes to court, or minimum of three (3) hours of pay at time and one half his/her regular rate of pay, provided that the officer reports to duty for any time he/she is not required to actually be in court. The Officer will be allowed to choose the option, provided that the choice is made in writing as soon as practicable before the scheduled court appearance. If the Officer does not submit his/her

choice prior to the scheduled court appearance, he/she will receive the two (2) hour minimum on call.

Section 4. Guarantee Pay

If a Police Officer is required to work during his or her off-hours to perform department-directed duties or assignments, he or she shall be compensated for a minimum of three (3) hours at a rate of time and one half his or her regular pay. In the event that the Officer is required to perform the department directed duty on assignment immediately before or after the scheduled shift, the Officer will be compensated at a rate of time and one half his or her hourly rate for the period worked.

Section 5. Work Out of Classification

A Unit Employee may be required to perform duties inconsistent with those assigned to his classification. If such employee is assigned duties inconsistent with those assigned to the employee's regular position for a period of more than five (5) work days within a 15 calendar day period, the employee's salary shall be adjusted as provided in Section 1(c) of this Article for the entire period the employee is required to work out of classification and such amounts as will reasonably reflect the duties required to be performed outside the normal assigned duties.

Section 6. Pay Period

Unit Employees compensated on a monthly basis shall be paid twice per month payable on the tenth (10th) and the twenty-fifth (25th) of the month. Unit Employees compensated on an hourly basis shall be paid once a month payable on the tenth (10th) of the month. If the normal pay date falls on a Saturday, Sunday or holiday, the paychecks shall be issued on the preceding workday.

Section 7. Reemployment

A Unit Employee who resigned from the service of the District in good standing and who is subsequently reemployed within one calendar year from the date of such termination shall be placed on the experience step of the salary schedule occupied at the time of termination.

Section 8. Payroll Deductions

Unit Employees, by law, become contributing members of the California Public Employees Retirement System (PERS) and of the Old Age Survivors and Disability Insurance Fund (Social Security). Deductions required by the State and Federal Governments are made monthly. Federal and State income tax deductions are made monthly as are other authorized voluntary deductions.

Section 9. Shift Pay Differential

- a. A Unit Employee who is assigned and works two (2) or more days in any workweek to a schedule defined herein, shall receive shift pay differential. Full-time Unit Employees shall receive for such week one-quarter of the monthly shift pay differential. Unit Employees working at least a 50% but less than 100% assignment shall receive a percentage of the differential equal to that of the employee's assignment. Hourly Unit Employees shall receive shift pay differential on an hourly basis if they are assigned and work the necessary two (2) or more days on a schedule defined herein for each hour worked in such week.
- b. One of the following shift differentials, whichever is greater, shall be paid for work assignments as follows:
 - 1) Mid Shift - A workday assignment which ends after 8:30 p.m. shall be compensated on the basis of \$55 per month.
 - 2) Night Shift - A workday assignment which begins at 7 p.m. or later but before 4 a.m. shall be compensated on the basis of \$145 per month, effective.
- c. A Unit Employee who receives a Mid Shift or Night Shift differential premium shall suffer no reduction in premium when assigned temporarily (thirty (30) working days or less) to another shift with lesser premium or no premium.

Section 10. Mileage

A Unit Employee authorized by the Chief of Police or designated supervisor to use the employee's vehicle on District business shall be reimbursed for all miles driven on behalf of the District at the rate established by the District.

A Unit Employee shall be authorized to use the employee's vehicle if it is more time-efficient to drive from the employee's residence to the training location rather than drive to El Camino College, retrieve a District vehicle, and then drive to the training location.

Section 11. Educational and P.O.S.T. Certificate Stipend

- a. An educational stipend of \$28 per month shall be paid to each officer who completes thirty (30) units of college credit from an accredited institution.
- b. An educational stipend of \$50 per month shall be paid to each officer who possesses a Bachelor of Science degree or Bachelor of Arts Degree from an accredited institution. This \$50 stipend replaces the \$28 per thirty (30) unit stipend.
- c. A P.O.S.T. stipend of \$28 per month shall be paid to each officer who possesses a P.O.S.T. Intermediate Certificate.
- d. A P.O.S.T. stipend of \$50 per month shall be paid to each officer who possesses a P.O.S.T. Advanced Certificate. This \$50 stipend replaces the \$28 per month Intermediate Certificate stipend.
- e. Stipends are payable on the date of eligibility. If an officer is eligible prior to hire date, the date of eligibility is considered to be the date of hire. If the eligibility occurs after the hire date, eligibility will be considered the date of achievement, or graduation. Upon written notification to the District, the stipend will be retroactive to the date of eligibility from the effective date of this contract. Within six (6) months after the date of eligibility or the date of hire, a written notification shall be submitted to the District requesting the stipend.

Section 12. Attendance Incentive Program

- a. Purpose.

The purpose of the Attendance Incentive Program is to recognize those employees who have an exemplary attendance record.

- b. Annual Recognition.

Upon approved application submitted in letter form to the Office of Human Resources, if an employee has not been absent for any consecutive twelve (12) month period, he/she shall be granted a \$150 award to be paid as soon as possible. Absences for this purpose do not include

- holidays, scheduled vacations, bereavement leave, jury duty, or closure by the District for a department/area, or campus as a whole. No employee shall be entitled to more than one (1) award per calendar year for the duration of this Agreement.
- e. The program is not intended to encourage or permit employees who are ill to come to work. The District reserves the right to send an employee home if there is reason to believe the employee is too ill or contagious to remain at work.
 - e. To be recognized for an exemplary attendance record and receive the \$150 award, employees must submit their request to participate in the Attendance Incentive program within three (3) months of completing twelve consecutive months of perfect attendance.

Section 13. Field Training Officer (FTO) Assignment Pay

- a. A typical field training officer program is 12-16 weeks. New officers are paired with more experienced officers for on-the-job training. During a new officer's training period, that officer may work with 3-4 field training officers.
- b. Qualifications for consideration as field training officer include: two years experience as a police officer; successful completion of the P.O.S.T. FTO Course; and satisfactory performance.
- c. Effective January 1, 2000, FTO assignments will be based on various factors including, but not limited to, departmental and trainee needs, available training personnel, and shift assignments. Every effort will be made to initially assign FTO duties on a seniority basis and subsequently rotate thereafter. Field training officers will be listed by seniority. When the officer has finished with the training period, he or she will go to the bottom of the FTO list. Newly qualified field training officers will be placed on the bottom of the FTO list.
- d. A Unit Employee who is assigned to work as a field training officer shall be paid a special duty pay at the rate of \$150 per four (4) week assignment provided that the officer is actually engaged in the training of a new officer.
- e. In the event that the field training officer is engaged in training a police reserve officer, special duty pay of \$10.00 per day shall be paid upon the completion of the training-for that FTO. Training a reserve officer will not affect standing on the FTO list.

Section 14. Compensation in Lieu of Dependent Insurance Benefits

The District will pay \$420 at the end of each full year of completed service to each full-time Unit Employee scheduled to work 20 hours or more per week for 10 months or more per fiscal year who does not elect dependent medical, dental and vision insurance coverage for such a year. The Unit Employee may, pursuant to Internal Revenue Code regulations, use this sum for a tax sheltered annuity contribution.

ARTICLE 7

Employment Status

Section 1. Regular Classified Employee

- a. A Regular Classified Employee, also known as Police Officer in this Agreement, refers to a Unit Employee who may gain permanent status as defined in Section 4 of this Article.
- b. Upon authorization of the Board of Trustees, a classified position may be created under federal or state legislative enactment or other special funding and not designated as part of the regular District program. Such position shall, nevertheless, be a part of the classified service. A person employed in such position shall be a Regular Classified Employee and shall enjoy all of the rights; burdens and benefits accorded other Unit Employees under the terms of this Agreement.

Section 2. Police Officer Probationary Status

On the date of beginning employment as a sworn police officer in the classified service of the District, a Regular Classified Employee shall be required to serve a probationary period of twelve (12) calendar months of active service with the District. Active service is defined as all time in paid status excluding compensation payable under Article 9, Sections 4(c); and any period of unpaid leave of more than eleven (11) work days in a calendar month. An employee who has not completed his probationary period and who voluntarily leaves the service of the District and who is subsequently reemployed as a Regular Classified Employee shall be required to successfully serve a new probationary period of twelve (12) calendar months of active services beginning on the date of reemployment in such position.

Section 3. Permanent Status

A Regular Classified Employee, who successfully serves and completes the initial probationary period, shall be designated as a Permanent Classified Employee of the District.

Section 4. Trainee

- a. The Police Officer Trainee receives Police Academy and on-the-job training in law enforcement and police methodology in preparation for eligibility to qualify for the Police Office position. The Police Officer Trainee is an entry-level class for candidates wanting to achieve the police officer position.

The Police Officer Trainee will attend and must successfully complete training at a District approved P.O.S.T. certified academy. Assignment to this class is limited to the duration of the Police Academy training period. Change of status to the position of Police Officer is done by recommendation of the Police Chief.

b. Police Officer Trainee – Probationary Status

The police officer trainee will be on probation for the duration of the Police Academy.

Section 5. Reserve Officer

A Police Reserve Officer is a part-time volunteer/casual employee who has successfully completed a course of training required by the District and approved by the California Commission on Peace Officers Standards and Training. The purpose of a Reserve Police Officer is to supplement and assist, not to supplant full time Police Officers in their full time duties.

ARTICLE 8

Performance Evaluation

Section 1. Performance Evaluation

The intent of the evaluation process is to assess and recognize the competence of the employee's performance. This process will be used as a tool to plan and review employee performance. The evaluation process shall apply to all employees.

- a. The District will train all District personnel responsible for performance evaluations.
- b. Each employee shall be evaluated by the immediate supervisor who has worked most often with the employee during the evaluation period. Other supervisors (with notation as to source), may add comments to the evaluation. The evaluation procedure shall include a meeting called by the evaluator with the employee to discuss the employee's performance. This meeting shall be given a reasonable amount of time to discuss each topic. If an error or omission is discovered during the review meeting, the error or omission shall be corrected.
- c. No evaluation shall be based upon hearsay statements but shall only be based upon the direct observation and/or use of information from other sources, provided the evaluator investigate and verifies this information. The evaluator will provide upon request the names of any individuals related to any statement on the evaluation form.
- d. If the evaluation fails to provide information pursuant to (c) above then that item shall be stricken from the form.
- e. If an employee receives an unsatisfactory rating in any performance category, the performance evaluation will provide specific recommendations for means of improvement and suggestions of available sources of assistance. Subsequently, one or more conferences shall be held with the employee to assist him/her in correcting deficiencies previously noted. A record of such conferences shall be prepared by the evaluator for the employee's personnel file and a copy given to the employee.
- f. The original copy of the evaluation shall be filed in the employee's District personnel file and a copy shall be given to the employee at the meeting. The employee shall have the opportunity to review, comment, and sign his/her evaluation prior to the placement of said evaluation in the employee's personnel file. If the employee elects to comment in writing, the written comments will be filed with the evaluation. The employee's signature shall

represent discussion and reception of the employee's performance evaluation, not agreement or admonition of its content.

Section 2. Schedule of Evaluations

Each probationary Unit Employee and Restricted Unit Employee shall be evaluated at least twice during the employee's probationary period. Each permanent and continuing Restricted Unit Employee shall be evaluated at least once annually during the month following their service date of employment. The District may make additional performance evaluations for Unit Employees at any time.

Section 3. "Overall Unsatisfactory" Evaluation

The District may utilize an "overall unsatisfactory" evaluation in subsequent disciplinary proceedings. Any permanent and continuing restricted employee who receives an "overall unsatisfactory" evaluation may file a grievance directly at Step One.

Section 4. Review Procedure

A Unit Employee in receipt of an evaluation reflecting "needs improvement" for any performance factor may request review by the Chief of Police or designated supervisor who will arrange a conference with the Unit Employee and the Office of Human Resources. The Chief of Police or designated supervisor will render a written decision to the employee within five (5) working days. If the decision favors the Unit Employee, that area of complaint shall be stricken from the evaluation.

Section 5. Acknowledgment of Outstanding Work

A supervisor who believes that an employee's work performance has been exceptional may complete the District's form entitled "Acknowledgement of Outstanding Work Performance" in addition to the District's Performance Evaluation Forms, or at times when periodic evaluations are not required. The outstanding work performance described may have occurred on a day-to-day basis or in an unusually difficult and/or emergency situation. All Acknowledgments of Outstanding Work Performance shall be reviewed and signed by the employee's immediate supervisor.

ARTICLE 9

Paid Leaves

The District shall grant paid leaves of absence to Unit Employees for: (a) bereavement, (b) personal necessity, (c) disability, (d) quarantine, (e) jury service, and (f) military duty, subject to the provisions of this Article.

Section 1. General Conditions

- a. A Unit Employee who has cause to request a paid leave of absence shall make written application for such leave to the Chief of Police or designated supervisor as far in advance as possible. For (a) bereavement; (b) personal necessity (1), (3), (4) and (5); or (c) disability leave, the Unit Employee shall inform the Chief of Police or designated supervisor of his absence as soon as possible and the Unit Employee will make written application for the leave as soon as practicable. The application for leave shall state the leave category requested, the reason's (s) necessitating the employee's absence, and the estimated duration of the absence. Approval of the leave shall be in writing signed by the Chief of Police or designated supervisor of the employee's division. If denied, the employee will be provided with a statement in writing giving the reasons) for such denial.

b. Supporting Evidence

The District may require a Unit Employee to submit evidence satisfactory to the district to justify the employee's request for leave of absence. Such evidence may include, but shall not be limited to, a physician's statement, a copy of a subpoena, or a notice of jury service.

c. Paid Leave of Absence Defined

A paid leave of absence shall mean salary continuance for the Unit Employee's normal assignment on the day of the paid absence, with full credit for all District benefits to which the employee is entitled and service credit. A Unit Employee regularly employed on a part-time assignment shall be paid for compensable leaves on the basis of the average number of hours worked, excluding overtime, during the quarter preceding the quarter in which such leave occurs.

1) Leave Status

A Unit Employee who is granted a paid leave of absence shall not be eligible for any other paid leaves(s) provided by this Article during the period of such approved leave unless the Unit Employee presents supporting evidence acceptable to the District.

2) Failure to Return from Leave of Absence

A Unit Employee who fails to return to duty upon completion of a paid leave of absence, and who is not on an approved subsequent leave of absence may be dismissed by the District, unless the employee was unable, due to causes beyond his control, to return to duty, in which event the employee must report the circumstances in writing to the District as soon as he is able to do so.

Section 2. Bereavement Leave

- a. A Unit Employee shall be granted up to three (3) days for bereavement purposes for members of the immediate family. If out of state travel or travel excess of 300 miles from the District is required, two (2) additional days shall be allowed.
- b. If an additional period of absence from duty is required for this purpose, a Unit Employee may be granted additional bereavement leave, which additional leave shall be charged as personal necessity leave to the extent such leave is available to the employee as provided in Section 3 of this Article.
- c. "Immediate Family" is defined as the mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the Unit Employee or of the spouse of the employee, and spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law or sister, sister-in-law of the employee, or any other person living in the immediate household of the employee. Individual exceptions may be submitted for approval to the Chief of Police or designated supervisor.
- d. In addition, the following groups are considered "Immediate family": Stepparent, foster child, dependent child or adult of the employee or spouse of the employee. The employee shall, upon request, furnish written evidence to his/her immediate supervisor that the leave taken is in accordance with the provisions of this section.

Section 3. Personal Necessity Leave

- a. A Unit Employee may be absent from duty without loss of pay for up to seven (7) duty days during any fiscal year and have the absence charged to the employee's accrued sick leave account.
- b. For the purpose of qualifying for paid personal necessity leave, there shall be a compelling reason which required the Unit Employee's absence from duty, which cannot be attended to outside of his duty hours, and which shall be limited to one of the following reasons:
 - 1) An accident involving the Unit Employee's person, property, or the person or property of a Unit Employee's immediate family (as defined in Section 2(c) of this Article) not otherwise chargeable to any other paid leave of absence for which the employee qualifies.
 - 2) The required appearance of the Unit Employee brought about as the result of a legal notice to appear as a witness before a governmental or judicial agency or court of law.
 - 3) The illness of a member of the Unit Employee's immediate family (as defined in Section 2(c) of this Article) including the birth of a child to the employee.
 - 4) Any imminent danger as the result of flooding or fire or similar natural catastrophe to the personal residence of the Unit Employee.
 - 5) The death of a member of the employee's immediate family as defined in Section 2 of this Article when additional leave is required beyond that provided in Section 2, or the death of a significant other of the employee or of his/her immediate family.
 - 6) Other reasons submitted in writing and approved in advance by the Chief of Police or designated supervisor.

Section 4. Sick Leave

a. Definition

Sick Leave utilization shall be for physical and mental disability absences, which are medically necessary and caused by illness, injury or pregnancy.

b. Accrual of Sick Leave Benefits

- 1) Each unit Employee employed full-time on a fiscal year basis shall be entitled to twelve (12) days of sick leave benefits with pay for illness or injury for each fiscal year of service. A Unit Employee employed full-time for less than a full fiscal year is entitled to that portion of the twelve (12) days sick leave per fiscal year of service as the number of months he is employed bears to twelve (12). A Unit Employee regularly employed on a part-time assignment shall be entitled to the same ratio of sick leave benefits of a full-time employee as the number of hours a full-time (40-hour) work schedule.
- 2) A newly hired Unit Employee shall be entitled to use only that portion of his sick leave award which has been accrued for each month of service actually rendered and may not take his full sick leave for the fiscal year until the first day of the calendar month after he has completed the first six (6) months of active service with the District.
- 3) There shall be no maximum on the number of sick leave days a Unit Employee may accrue. The full amount of unused annual sick leave shall be accumulated from year to year.
- 4) A Unit Employee may use his sick leave at any time during the year; however, a Unit Employee leaving the District during a fiscal year who has used sick leave for that year will be required to reimburse the District for the value of the difference between the number of sick leave days actually accrued for each month of active service in the year and the actual number of sick leave days used, if any.
- 5) Sick leave credit received by transfer from a previous employing California school district of a newly hired Unit Employee shall be accepted and credited to the employee's sick leave account with the District if the employee has been employed by such district for a period of one calendar year or more and accepts a position with the District within twelve (12) months of termination from the previously employing district.
- 6) All accumulated sick leave shall be canceled upon termination of service with the District except that accumulated sick leave may be transferred to a subsequent

employing California school district or toward retirement under PERS as provided by law.

c. Difference Pay

Each Unit Employee shall once each fiscal year be credited with a total of one hundred (100) days sick leave including the sick leave provided under Section 4 of this Article. Each day of sick leave provided by this Section shall be compensated at the rate of fifty (50) percent of the employee's regular salary. In order to qualify for differential pay, an employee shall first utilize all accumulated sick leave credit, and in no event shall days of differential pay, when combined with days of sick leave utilization, exceed one hundred (100) days in any fiscal year. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next fiscal year.

Section 5. Catastrophic Illness/Injury Leave Plan

- e. In accordance with the provisions of AB2007, the Catastrophic Illness/Injury Leave Plan is available to eligible Unit Employees. The purpose of this plan is to permit employees with a catastrophic illness or injury to solicit individual donations of vacation and sick leave from fellow employees and/or from the Leave Bank. Eligibility provisions and procedures are outlined in Appendix A.
- f. A catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time and taking extended time of work creates a financial hardship for the employee because he/she has exhausted all sick leave other paid time off.
- g. The Catastrophic Illness/Injury Plan is not grievable.
- h. This plan was jointly developed as an institutional program by ECCE, Federation, POA, confidential employees, and management. Changes to this institutional plan cannot be made without the agreement of all constituent groups.

Section 6. Extended Disability

If the Unit Employee is still disabled at the conclusion of all available paid disability leave(s) and is unable to return to work, Article 10, Section 2, Extended Disability Leave, shall apply.

Section 7. Disability Release

The District may require a satisfactory written statement from a Board Certified or Board Eligible psychiatrist physician, or clinical psychologist specializing in the area of concern and mutually agreed upon by the District and the employee, releasing the employee to return to all duties of his position before the employee may return to duty after expiration of a disability leave. Such statement shall be submitted by the Chief of Police or designated supervisor. Pursuant to Section 4(a) of this Article, the District may require additional health information. An employee may return to duty on a limited basis, i.e., less than normal daily work hours, so long as the employee can perform any and all of the duties assigned to the position.

Section 8. Quarantine Leave

A Unit Employee shall receive full salary during the period of quarantine by duly constituted governmental authority.

Section 9. Military Duty Leave

A Unit Employee who is called for and serves temporary military duty or who enlists or is otherwise ordered or called to active duty in the armed forces of the United States, or the National Guard, if he/she has completed one (1) full year of active classified service with the District and/or in recognized military service, be entitled to a military leave without loss of compensation for up to the first thirty (30) calendar days of necessary absence from duty provided that such leave shall be applicable each fiscal year for absences due to temporary military service. The applicable state laws can be found at Military & Veterans Codes 389 et seq. (M&V Code). The applicable federal law is the Uniformed Services Employment and Reemployment Right Act (USERRA) and can be found at 38 U.S.C. at 301 et seq.

Section 10. Jury Duty

- a. A Unit Employee may be absent from duty without loss of pay as a result of having been called for and appearing for jury duty, excluding a grand jury.
- b. The District may refuse to grant paid leave for jury duty to a Unit Employee at any time when two percent (2%) or more of the total number of employees of the District are on paid jury duty.

- c. The Unit Employee serving on jury duty, who receives pay from the District during such absence, shall be required to collect jury duty fees and remit such fees to the District.
- d. The Unit Employee shall be required to perform assigned service to the District during any work day or fraction thereof that the employee is released from jury service, provided that a reasonable period of time shall be allowed for necessary travel.
- e. A Unit Employee who is assigned to a weekend, evening or night work schedule who serves on jury duty, shall be reassigned during each day of such service to a day work schedule, Monday through Friday, 8:00 a.m. – 5:00 p.m. If the required jury duty service is less than one week or falls on the Unit Employee's regularly scheduled day off, release time shall be granted to the Unit Employee.

Section 11. Catastrophic Conditions/Civil Unrest

At such times as the Campus is officially closed due to catastrophic or civil unrest conditions, those unit employees who are required to work their regularly scheduled shifts, shall be given release time equal to those hours served at a mutually arranged time.

Section 12. Industrial Accident/Illness Leave Plan

- a. A Unit Employee shall report any injury or illness arising out of and during the course of employment with the District to the employee's supervisor within twenty-four (24) hours of the occurrence or as soon as possible.
- b. A Unit Employee who receives a temporary disability payment for such accident or illness under Worker's Compensation shall remit such payment for such period of time while on paid disability leave to the District. Such obligation shall be limited to the amount payable by the District for such period.
- c. A Unit Employee who becomes disabled due to an illness or injury arising out of and during the course of employment with the District, shall be granted paid industrial accident or illness leave for the period of time the employee is unable to render service to the District, not to exceed sixty (60) working days per fiscal year for the same accident, except when any industrial accident occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury. Such leave shall be granted prior to the aware of other paid District

disability leave benefits for which the employee is eligible. A continuation of basic compensation up to one year including the sixty (60) days listed below, shall be provided for Unit Employees who suffer physical injuries not caused by personal negligence, while performing hazardous duties directly related to their position as a police officer.

- d. Upon exhausting benefits provided under this subsection, a Unit Employee who continues to be disabled shall be entitled to other paid leave benefits as shown below, provided that all such leave benefits shall not, when combined with any temporary disability award under Workers' Compensation, exceed 100% of the Unit Employee's salary.

Beginning on Date of Disability

<u>60 Days</u>	<u>100 Days</u>
Industrial Accident Leave or Illness leave	Awarded Sick Leave for Current Year
	Accumulated Sick Leave for Prior Years
	Accrued Vacation Leave and/or Sick Time
	Difference Pay

- e. If the employee files a Workers' Compensation claim, and if such claim is approved by the District, after the use of Industrial Accident/Illness Leave, unless otherwise indicated by the employee, an employee shall use the remaining days of leave as indicated in the following sequence. Such leave shall be coordinated with the District's Workers' Compensation carrier.
- 1) Awarded Sick Leave for Current Year in ½ day increments.
 - 2) Accumulated Sick Leave for Prior Years(s) in ½ day increments.
 - 3) Difference Pay.
 - 4) The employee will be given the option to use any accrued Vacation Leave and/or Comp. Time in ½ day increments. If applicable, the employee will then receive temporary disability payments from the District's Workers' Compensation carrier. The coordination of such benefits shall not exceed 100% of the Unit Employee's regular salary.
- f. A Unit Employee receiving benefits under this subsection shall remain within the State of California, unless the district authorizes travel outside of the state.
- g. When a Worker's Compensation award is endorsed payable to the District, paid leave, other than industrial accident or illness leave, shall be charged that percentage that is

produced by a quotient when dividing the employee's pay for the employee's regular assignment, less the amount assigned over, by the amount of pay for the employee's regular assignment.

- h. A Unit Employee shall be permitted to return to service after an industrial accident or illness only upon the presentation of a release from the authorized District's or Workers' Compensation physician certifying the employee's ability to return to the position classification without restrictions or detriment to the employee's physical or emotional well-being, and in compliance with the American's with Disabilities Act.

Section 13. Family Care Leave

- a. In accordance with the provisions of Federal and State government codes, California Family Rights Act; and the Family and Medical Leave Act, eligible unit employees may apply for additional leave.
- b. The Office of Human Resources will annually notify all unit employees regarding the provisions of the federal and state leave acts.
- c. The provisions of these government codes are not grievable; however, the denial of a request for Family Care Leave may be appealed to the Vice President responsible for human resources functions.
- d. General guidelines regarding the provisions of both the federal and state Family Care Leave Acts are included in Appendix "B".

Section 14. Sick Leave to Attend to Illness of a Child, Parent or Spouse

- a. In accordance with Section 233 of the California Labor Code, Unit employees may use accrued sick leave during any calendar year, up to six days per year, to attend to an illness of a child, parent or spouse.
- b. These absences will be charged to the Unit employee's accrued sick leave account.
- c. This section does not extend the maximum period of leave to which a Unit employee is entitled under the Federal Family and Medical Leave Act or the California Family Rights Act, and it does not apply to the use of differential leave pursuant to Section 88196 of the California Education Code.
- d. The use of accrued sick leave for purposes of this section is in addition to any accrued sick leave used for personal necessity pursuant to Section 3 of this Article.

ARTICLE 10

Unpaid Leave

The District may grant unpaid leaves of absence to Unit Employees, subject to the conditions set forth in this Article.

Section 1. General Conditions

a. Application for Leave of Absence

A Unit Employee who requests an unpaid leave of absence shall make written application for such leave on a form provided by the District and shall submit such form to the Chief of Police or designated supervisor as far in advance as possible. The application for leave shall state the leave category requested, the reason(s) necessitating the Unit Employee's absence, and the period of time for which the leave is requested. The disposition of such request will be provided to the Unit Employee in writing by an appropriate official of the District. If leave is denied, the Unit Employee may submit his request to the Vice President-Administrative Services for disposition.

b. Unpaid Leave of Absence Defined

An unpaid leave of absence shall mean the employee shall have deducted an amount equal to 1/22 of the employee's total regular monthly salary for each work day of such absence, except that when only two (2) or less days are actually worked in any one month, the employee shall be paid 1/22 of the employee's total regular monthly salary for each actual day worked during that month. A Unit Employee who is granted an unpaid leave of absence shall not be entitled to any paid leave benefits during the period of such unpaid leave.

c. Continuation of Benefits

A Unit Employee who is granted an unpaid leave of absence of eleven (11) or less work days in a month (22), shall have his/her current medical, vision, dental and life insurance continued for that month, and shall not be required to pay the District's portion of the cost of such coverage during such month. A Unit Employee granted an unpaid leave of absence which exceeds (11) work days in a month (22), may continue his/her current medical, dental and life insurance during the duration of leave upon monthly advance payment to the District of the full cost for such coverage. Continuation of insurance shall;

however, be subject to any limitations contained in the master insurance policies concerning the length of time that such insurance coverage may be continued.

d. Failure to Return from Leave

A Unit Employee who fails to return to duty upon completion of an unpaid leave of absence may be dismissed by the District unless the employee was unable, due to causes beyond the employee's control, to return to duty, in which event the employee must report the circumstances in writing to the District as soon as he is able to do so.

Section 2. Extended Disability Leave

a. Conditions

A Permanent Unit Employee who suffers an extended disability and who is thereby unable to perform the duties of his/her position, may, upon exhaustion of the employee's entitlement to disability leave benefits as provided in Article 9, Section 4, be granted an unpaid extended disability leave in increments of three (3) calendar months not to exceed a total of eighteen (18) calendar months. The Unit Employee's request for such unpaid leave shall be submitted to the Office of Human Resources at least ten (10) work days prior to the expiration of paid leave benefits and shall be accompanied by a physician's statement as to the nature of the disability, the necessity of such leave, and the estimated duration of the disability. The District may require additional evidence of disability.

b. Reemployment

If, at the conclusion of all approved disability absences, paid or unpaid, the Unit Employee is still disabled and unable to perform the duties of his/her position, the employee's services shall be terminated and the employee shall be placed on a reemployment list for a period of thirty-nine (39) months. If, at any time during the prescribed thirty-nine (39) months, the employee is able to assume the duties of his/her position, the employee shall notify the Office of Human Resources in writing and provide a satisfactory medical release. Upon receipt of such notification and release, the Office of Human Resources shall notify the employee in writing of any vacant Regular Unit position(s) in the classification of his previous assignment within the prescribed thirty-nine (39) months and offer the employee reemployment in such position. Such reemployment will take preference over all other applicants except that an employee on the thirty-nine (39) months reemployment list due to an extended disability shall be ranked according to his proper service credit, as provided in Article 16, in the event another employee in the same classification is eligible for reemployment because of having been laid off under the provisions of Article 16. An employee who has been placed on the

reemployment list due to an extended disability, who has been medically released to return to duty, and who fails to notify the Office of Human Resources or to accept an appropriate assignment within ten (10) days of receipt of an employment offer, shall be deemed to have declined reemployment, and the employee's name shall be removed from the reemployment list including all rights thereto. Upon reemployment, the employee shall be reinstated as a continuing employee of the District.

Section 3. Military Leave

Military leaves shall be granted in accordance with applicable law.

Section 4. Personal Leave

The District may grant a Permanent Unit Employee an unpaid personal leave of absence including but not limited to requests for maternity and paternity leaves for such periods of time as it determines appropriate. Such periods shall not exceed six (6) calendar months provided that the District may, upon written applications, extend the leave for an additional period of up to six (6) calendar months and provided that no leave of absence so granted shall exceed a total of eighteen (18) calendar months.

ARTICLE 11

Vacations

Section 1. Vacation Allowance

A Unit Employee who is regularly employed on a full-time basis shall be entitled to a vacation allowance for each calendar month based on his years of service in which the Unit Employee is in paid status for eleven (11) days or more as set forth in the following schedule. A Unit Employee regularly employed on a part-time assignment shall earn vacation in accordance with the schedule on a prorated basis:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual (full 12 months)</u>
First Service Year	1.000 days	12 days
Second Service Year	1.167 days	14 days
Third Service Year	1.167 days	14 days
Fourth Service Year	1.333 days	16 days
Fifth Service Year	1.333 days	16 days
Sixth Service Year	1.500 days	18 days
Seventh Service Year	1.500 days	18 days
Eighth Service Year and thereafter	1.667 days	20 days

The vacation allowance will be accrued as of the Unit Employee's Service Date of Employment, which is defined as the first (1st) day of the month following employment or the first (1st) day of the month of employment if the employee began employment on the first work day. The vacation allowance will be credited to each eligible Unit Employee every July 1 and the monthly factor thereby derived will remain in effect until the Unit Employee's Service Date of Employment when a changed monthly factor, if applicable, will be implemented for the Unit Employee's next service year.

Section 2. Bonus Vacation Allowance

A bonus vacation allowance shall be accrued at the rate of one (1) additional day of annual vacation allowance for each full twenty-five (25) days of earned sick leave credited to a Unit Employee's Service Date of Employment up to a maximum of five (5) bonus vacation days. Any bonus vacation allowance shall be credited on the Unit Employee's Service Date of Employment and shall be accrued during the subsequent service year on a monthly basis in accordance with the following schedule:

<u>Sick Leave Accrual</u>	<u>Monthly Accrual</u>	<u>Annual Accrual (full 12 months)</u>
25 earned days	0.083	1 day
50 earned days	0.166	2 days
75 earned days	0.250	3 days
100 earned days	0.333	4 days
125 earned days	0.416	5 days

Bonus days shall be credited as heretofore and the monthly factor thereby derived will remain in effect until the Unit Employee's Service Date of Employment when a changed monthly factor, if applicable, will be implemented for the Unit Employee's next service year.

Section 3. Entitlement to Vacation

- a. The vacation allowance shall not be vested in the Unit Employee until he/she has completed six (6) months, except for any period of mandatory vacation scheduling.
- b. After completion of six (6) months of service, the Unit Employee may take his/her earned vacation, subject to the provisions of Section 5 of this Article.
- c. As of July 15th of each year, the Chief of Police or designated supervisor will post a schedule of vacation days accrued as of July 1st for the Unit Employees of the division. The Chief of Police or designated supervisor will meet with any Unit Employee who has more than twenty (20) days accrued and who does not have a vacation schedule sufficient to reduce the accrual to thirty (30) days by December 31st. Every effort will be made by the Chief of Police or designated supervisor to schedule a vacation time for the Unit Employee within the remaining period to meet the thirty (30) day limitation. If the District cannot schedule a sufficient vacation time during this period due to operating requirements, the additional days above thirty (30) accrued as of December 31st will be paid to the Unit Employee as of that date.

Section 4. Vacation Pay

- a. Credited vacation time taken shall be paid at the rate of pay in effect at the time the vacation is taken.

- b. Cash payment for earned and unused vacation credit shall not be made except as provided in Section 3(c) and Section 6 of this Article.

Section 5. Scheduling

- a. Insofar as practicable and consistent with the needs of the District, vacations shall be granted at times most desired by employees. A vacation schedule shall be established at the beginning of each calendar year for anticipated vacation during that calendar year. Employees shall submit vacations requests for the next Calendar year January 1 – December 31 period to the Chief of Police or designated supervisor by January 31. The Chief will approve or deny these requests by March 1. In the case of overlapping schedules and/or the seniority of requesting Officer at the time of the requested vacation, the Chief may tentatively approve or deny these requests.
- b. Modifications in the vacation schedule may be made during the fiscal year at the discretion of the Chief of Police with two (2) weeks written notice from the requesting employee. If conflicting vacation requests of employees in the department must be reconciled, preference shall be given to the timely requests of the most senior employee. The District may designate periods of the year during which, due to operational needs of the department must be reconciled, preference shall be given to the timely request of the most senior employee.
- c. The District may designate periods of the year during which, due to operational needs of the department, vacation requests may be restricted.
- d. Additional vacation requests may be made at least thirty (30) days prior to the start of the requested vacation dates. These requests may be granted, subject to department needs. Preference for these requests shall be given to the timely request of the most senior employee. Other vacation requests may be made with less than thirty (30) days notice. These needs are on a first-come, first-served basis.
- e. A vacation scheduled for a given date may for good cause be rescheduled by agreement between the Unit Employee and the Chief of Police or designated supervisor.

Section 6. Vacation Pay Upon Termination

Upon leaving the employment of the District, a Unit Employee shall receive lump-sum compensation for all earned and unused vacation at the employee's current rate of pay, except for an employee who has not completed six (6) months of active service shall not be entitled to such compensation. Any vacation time taken and not earned by the date of termination of employment will be deducted from the Unit Employee's final check.

Section 7. Holidays During Vacation Period

When a designated holiday falls during the scheduled vacation of any Unit Employee, such holiday will not be counted as a vacation day. The Unit Employee will receive holiday pay for each holiday falling within the vacation period.

ARTICLE 12

Holidays

Section 1. Holiday Calendar

- a. The District shall provide the paid holidays set forth below to Unit Employees. To be eligible for holiday pay, the Unit Employee must be in a paid status at least a portion of the workday immediately preceding or succeeding the holiday. The standard District holidays are as follows:

New Year's Day

Martin Luther King's Day

Lincoln's Day

President's Day

Caesar Chavez's Day

(If approved by the Board of Trustees and added to the College Calendar for any year covered by the Agreement.)

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

The District shall provide two (2) additional holidays each year during or in conjunction with the Winter Recess. Those two (2) holidays shall be designated at the time the District Calendar is adopted for each year.

- b. Any day declared by the President or Governor of this state as public fast, thanksgiving, or holiday requiring the closing of schools, or any day declared a holiday by the Board of Trustees shall be a paid holiday for all Unit Employees.
- c. Unit Employees who are not normally assigned to duty during the Winter Recess shall be paid for the four holidays provided the Unit Employee was in paid status during any

portion of the work day of the employee's normal assignment immediately preceding or succeeding the Winter Recess period.

Section 2. Holiday Pay Computation

- a. For a full-time Unit Employee, a holiday shall be paid on the basis of a twelve- (12) hour workday and at the rate of pay in effect at the time of the holiday.
- b. A Unit Employee regularly employed on a part-time assignment shall be entitled to holiday pay on a prorated basis.

Section 3. Scheduling

- a. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
- b. If Christmas Day or Independence Day falls on a Saturday or Sunday, Christmas Day or Independence Day will be observed on the actual weekend day.

Section 4. Scheduling for Police Officer Trainees

Police Officer Trainees will adhere to the Police Academy holiday schedule, not the District holiday schedule.

Section 5. Pay for Holidays Worked

- a. When a Unit Employee is required to work on a designated holiday, the unit employee shall be given paid compensation or compensatory time off, for such work at the rate of time and one-half the employee's regular rate of pay, in addition to regular pay received for the holiday.
- b. If a Unit Employee is assigned to a work week other than Monday through Friday and a holiday falls on his scheduled day off, they shall have a choice of either paid compensation for an eight (8) hour day or compensatory time off equal to eight (8) hours.

ARTICLE 13

Insurance Benefits

Section 1. Medical Insurance

- a. Effective January 1, 1994, and annually thereafter, the District shall contribute the minimum payment required in order to participate in CalPERS medical plan, toward payment of the premium of a medical plan selected by the eligible permanent Unit Member. The medical plan chosen shall be one of those offered by CalPERS under the Public Employees Medical and Hospital Care Act.

Section 2. Dental and Vision Insurance

The District will maintain its current dental and vision insurance plans for Unit Employees. The District will pay the monthly premium for each eligible Unit Employee.

Section 3. Optional HMO Plan

The District will make available to Unit Employees an HMO plan as an alternative to the District's medical insurance plan as provided in Section 1 of this Article. The District will pay the cost of such optional plan up to the amount of the monthly premium that the District pays as specified in Section 1 of this Article. As of an established date each year, Unit Employees may switch coverage between the District's medical insurance plan as provided in Section 1 and the HMO Plan as provided in this Section.

Section 4. Dependent Coverage

The Unit Employee may elect to have eligible dependents covered under the District's medical and dental insurance as provided by Sections 1 and 2 of this Article in which case the District shall pay seventy (70) percent of the cost of such coverage. If the Unit Employee is covered by this Article, the District shall pay the cost of such dependent coverage up to the amount of the monthly premium the District pays for dependent coverage under its medical insurance plan.

Section 5. District Supplemental Benefits Plan for Employees

- a. Effective December 1, 1993, the District shall provide as a supplemental benefit plan for each permanent Unit Employee an amount equal to the difference between the minimum premium payment made by the District and the total cost of a medical, dental, and vision insurance care plan selected by the employee.
- b. The supplemental benefit plan is applicable to all eligible retirees ages 55-65 in accordance with Section 9. The CalPERS system will automatically deduct the monthly insurance premium from the retirees PERS or STRS retirement check and the District will reimburse the retiree for the cost of the employee's health insurance premium.

Section 6. Life Insurance - AD&D

The District will maintain a life insurance and accidental death and dismemberment insurance plan. The District will pay for the cost of such coverage.

Section 7. Income Protection Insurance

The District will make available to Unit employees an income protection insurance plan subject to the availability of such plan(s). The Unit Employee who elects coverage by this plan shall pay the entire cost of such coverage.

Section 8. Retiree Medical Insurance

- a. The District will provide medical insurance for any Unit Employee who has ten (10) years of service with the District and who retires after he reaches age fifty-five (55) under the provisions of the Public Employees' Retirement System from the time the employee retires until the employee reaches age sixty-five (65) and provided the employee remains fully retired. The District will also make available to such a retiree medical insurance for eligible dependents with the cost of such coverage to be borne by the retiree, subject to the terms of the insurance policy.
- b. Effective January 1, 1994, and annually thereafter, if an employee chooses to retire between the ages of fifty (50) and prior to employees' fifty-fifth (55) birthday, the District shall offer to the retiree a one-time opportunity at the time of retirement to participate in

the CalPERS medical plan until the retiree turns age sixty-five (65) as noted in Section 1. The District shall contribute the same minimum payment as noted in Section 1 for an eligible retiree who elects to participate. At age sixty-five (65), the retiree shall be responsible for the cost of the medical coverage equal to the difference between the District's payment and the total cost of the selected medical plan.

Section 9. Refund of Premiums

In the event there is a refund of insurance premiums paid, the refund shall be applied to the District's cost for the subsequent year.

Section 10. Voluntary Tax Sheltered Annuities

A Unit Employee may, subject to the provisions of the Internal Revenue Code, the California Revenue and Taxation Code, and the Education Code voluntarily elect to purchase a tax-sheltered annuity or annuities and enter into a written agreement for this purpose and effect a corresponding reduction in his salary.

Section 11. Eligibility

Unit Employees regularly scheduled to work twenty (20) hours or more per week for ten (10) months or more per fiscal year shall have the District contributions provided by Sections 1, 2, 3, 4, 5 and 7 of this Article paid in full.

Section 12. Consultation on Change of Program

The District may for good and sufficient cause change any insurance carrier providing insurance benefits as set forth in this Article during the term of this Agreement or may partially or wholly "self-insure" such benefits, subject to prior consultation with ECCPOA, which in the course of such consultation shall have full access to any material information concerning the cause of such change and the alternatives available. At the request of either party, such consultation may include meetings with a representative of the District's insurance carrier. The total benefit package provided as a result of any such change shall be approximately as beneficial to Unit Members as the existing programs.

Section 13. Insurance Benefits Committee

It is understood that the insurance benefits provided by the Article may be changed in accordance with the determinations of the District-wide Insurance Benefits Committee and approved by the Board of Trustees.

ARTICLE 14

Voluntary Termination

Section 1. Written Notice of Resignation

A Unit Employee wishing to leave the service of the District in good standing shall submit to the Chief of Police or designated supervisor a written letter of resignation giving at least ten (10) work days (two weeks) advance notice. In the event of a personal emergency or in the best interests of the District, the advance notice requirement may be waived by the District. The written notice of resignation shall specify, at the minimum, the last date to be worked and the reasons(s) for the resignation.

Section 2. Acceptance of Written Notice of Resignation

The Superintendent - President or his designee shall be empowered to accept in writing the resignation and shall fix the time when the resignations shall take effect, subject to approval by the Board of Trustees. Prior to Board approval, the Unit Employee may withdraw the resignation, subject to the agreement of the Superintendent-President or his designee.

Section 3. Reemployment Subsequent to a Voluntary Termination

Reemployment subsequent to a voluntary termination shall be without credit for prior service, except that such person shall be placed on the experience step of the salary schedule occupied at the time of termination if reemployment is in the same classification the employee occupied at the time of termination.

ARTICLE 15

Retirement

Section 1- Retirement

An employee may elect to retire in accordance with the provisions of the Public Employees Retirement System (PERS) upon giving written advanced notice. The employee service with the District shall be considered terminated upon retirement.

Section 2 – Retiree Medical Insurance

- a. The District will provide medical insurance for an employee who has ten (10) years of service with the District and who retires after reaching age fifty-five (55) under the provisions of the CalPERS from the time the employee retires and provided the employee remains fully retired under PERS. The District will also make available to such a retiree medical insurance for eligible dependents with the cost of such coverage to be borne by the retiree, subject to the terms of the insurance policy.
- b. If an employee chooses to retire between the ages of fifty (50) and prior to the employees fifth-fifth (55) birthday, the District shall offer to the retiree a one-time opportunity at the time of retirement to participate in the CalPERS medical plan as noted in Article 15, Section 2(a) when the retiree turns age fifty-five (55). The District shall contribute the same minimum payment as noted in Section 2(a) for an eligible retiree who elects to participate. At age sixty-five (65) the retiree shall be responsible for the cost of the medical coverage equal to the difference between the District payment and the total cost of the selected medical plan.

ARTICLE 16

Layoff

Section 1. Notice of Layoff

Upon the decision of the District to reduce a sworn classified position or positions in the classified service of the District, written notice of layoff shall be sent by registered mail or delivered in person to the affected employee or employees by the Office of Human Resources.

- a. When, as a result of the expiration of a specially funded program, classified positions are eliminated at the end of a school year, and a Unit Employee or Employees will be subject to layoff for lack of funds, the employee or employees to be laid off at the end of such school year shall be given written notice on or before May 29. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than thirty (30) calendar days prior to the effective date of the layoff.
- b. Regular Classified Employees shall be subject to layoff only for lack of work or lack of funds. The District shall send written notice of layoff to the affected classified employee not less than thirty (30) days prior to the effective date of layoff, informing the employee of his displacement rights, if any, and reemployment rights. Any notice of layoff shall specify the reason for layoff and identify by name and classification the employee designated for layoff.
- c. Should a situation arise in which lack of work or lack of funds results from causes not foreseeable or preventable by the Board of Trustees, the District shall not be bound by the thirty (30) day notice provision in this Section, but employees will be given as much notice as is reasonably possible.

Section 2. Order of Layoff

- a. Restricted Classified Employees shall be subject to full layoff prior to the layoff of any Regular Classified Employee holding the same classification as the Restricted Classified Employee or employees.
- b. The order of layoff of Regular Classified Employees shall be determined by date of hire as probationary employee of the District.

- c. In the case of two or more Regular Classified Employees with the same length of service, a lottery by drawing employee names within the job classification shall be held to determine the seniority of such employees.

Section 3. Demotion or Retirement in Lieu of Layoff

- a. A Regular Classified Employee subject to layoff may, in lieu of such layoff, if qualified, subject to the provisions of this Section, elect to be demoted to a lower job classification or to retire under the provisions of this Section, elect to be demoted to a lower job classification or to retire under the provisions of the Public Employees' Retirement System (PERS). The right to elect demotion shall not apply to any classified employee subject to layoff as a result of the expiration of a specially funded program or to any Restricted Classified Employee.
- b. To be considered for demotion in lieu of layoff, which demotion would result in the displacement of a Regular Classified Employee with less service in the job classification in which the employee subject to layoff has greater combined service in the lower and/or higher job classifications, the employee shall be required to notify the Office of Human Resources in writing of such election not later than three (3) work days after receiving the notice of layoff.
- c. A Regular Classified Employee displaced under subsection (b) of this Section shall be subject to layoff according to the provisions of this Article.
- d. A Regular Classified Employee who elects demotion or retirement in lieu of layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list and shall be eligible when a position vacancy occurs to return to his/her former job classification in order of his/her service as any other employee on such list, provided that eligibility for reemployment for an employee who elects demotion shall be extended for an additional twenty-four (24) months.

Section 4. Voluntary Reduction in Assigned Time

The District may elect, in lieu of full layoff, to offer voluntary reductions in assigned time to regular classified employees within an affected job classification. An employee who elects and receives a reduction in assigned time in lieu of full layoff shall, nonetheless, be placed on the thirty-nine (39) month reemployment list

and shall be eligible to return to this former assigned time in order of service. Eligibility for return shall be extended by an additional twenty-four (24) months.

Section 5. Reemployment Procedures

- a. A Regular Classified Employee who is laid off shall be placed on a thirty-nine- (39) month reemployment list. The employee shall be required to maintain a current address on file with the Office of Human Resources.
- b. If, during an employee's eligibility period for reemployment, a regular classified position or positions become vacant within the job classification of a laid off employee or employees, the Office of Human Resources shall send written notice by registered mail to the last known address of such employee or employees offering reemployment in order of services.
- c. An employee, who receives such notice of reemployment and refuses to accept in writing the offer of reemployment within ten (10) calendar days, shall be deemed to have rejected the offer of reemployment. Failure to reply within ten (10) calendar days will be considered a refusal. After an employee has declined two (2) such offers, the employee by such action relinquishes all reemployment rights with the District.
- d. If the employee in a layoff status accepts the position being offered, the employee shall have up to thirty (30) calendar days from the postmark date of the notice to report to work. This does not preclude an employee from returning to work in fewer than thirty (30) calendar days. Should the employee fail to report back to work within thirty (30) calendar days, all reemployment rights are relinquished.
- e. A Regular Classified Employee reemployed after being laid off shall be fully restored to his/her position with all rights to permanent status. Service credit and benefits shall not, however, accrue during the period of layoff.

Section 6. Insurance Provision

A Unit Employee who has attained permanent status shall be entitled to continue the insurance plans as provided in Sections 1, 2, 3 and 5 of Article 13, Insurance Benefits, for a one- (1) year period, subject to the terms of the appropriate insurance policies. The Unit Employee on layoff status shall pay the entire premium cost on the dates designated by the District in order to continue such coverage.

Section 7. Seniority List

At least forty (40) calendar days prior to the effective date of a layoff, the District will provide ECCPOA with a seniority roster.

ARTICLE 17

General Provisions

Section 1. Personnel Files

- a. There shall be one (1) official District personnel file for each Unit Employee. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the Unit Employee's employment with the District.
- b. The material in the file shall be made available for the inspection of the Unit Employee to whom the file pertains except ratings, reports or records which were (1) obtained prior to the employment of the Unit Employee, (2) prepared by identifiable members of the screening committee involved in selection, or (3) obtained in connection with a promotional evaluation.
- c. A Unit Employee shall have the right to inspect the file except as provided in subsection (b) of this Section upon written request. An officially designated representative of ECCPOA, chosen by the Unit Employee, may at the Unit Employee's request accompany the employee in this review or upon written authorization a representative may review the file. The Review shall be made during normal business hours and at a time when such Unit Employee is not otherwise required to render service to the District unless mutually agreeable to the Unit Employee and the Chief of Police or designated supervisor.
- d. Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District.
- e. Information of a derogatory nature, except that listed under subsection (b) of this Section, shall not be entered or filed unless and until the Unit Employee is given a copy of the document and the employee has the opportunity to have a meeting concerning the matter and an opportunity to make his own written comments, which will be placed in the file attached to the derogatory document. Such written comments shall be submitted within five (5) working days. Such meeting and opportunity to write comments shall take place during normal business hours, and the affected Unit Employee shall be released from duty for this purpose, if necessary, without salary reduction.

- f. Official District personnel files shall only be available to specifically designated persons. No other party shall have access to a Unit Employee's file, except as the result of a legal proceeding, without the written authorization of the Unit Employee.
- g. When a Unit Employee requests, the District will seal, in the Unit Employee's Personnel File, a written reprimand which has existed in the personnel file for two (2) years or more. The District may unseal and review such material in the event it otherwise determines that discipline of the Unit Employees is appropriate. Citizen complaints, however, will be retained and available for review for five (5) years, but will be removed from the file and destroyed after five (5) years, upon written request of the employee.

Section 2. Medical Examination

- a. If the District has cause to believe that a Unit Employee's ability to perform his/her duties is impaired by a physical, mental or emotional condition, the appropriate Vice President, or designee shall informally discuss this concern with the Unit Employee involved and may, if deemed appropriate, suggest that the Unit Employee seek appropriate professional assistance.
- b. If the Unit Employee does not or cannot show adequate improvement, over a reasonable period of time, in the performance of his duties, the Office of Human Resources may require the Unit Employee to undergo appropriate examinations by a Board Certified or Board Eligible psychiatrist, physician or clinical psychologist selected by the District and specializing in the area of concern at the expense of the District. The Unit Employee may request that the psychiatrist, physician or clinical psychologist selected by the District and the employee's own psychiatrist, physician or clinical psychologist select a third such professional to conduct the examination which shall be at District expense. The Unit Employee shall be required to execute a release so that the clinical psychologist, physician or psychiatrist may make a confidential report of his findings to the Office of Human Resources. In the event the report concludes that the Unit Employee is able to perform his/her duties, the Office of Human Resources shall destroy the documentation in the presence of the employee if the employee requests such destruction.

Section 2.1 Drug and Alcohol Testing

Upon Reasonable suspicion that a Unit Employee cannot safely or effectively perform the duties of the job, or that an on-duty Unit Employee might be under the influence of an intoxicant (as defined in the El Camino Police Department Policies, Procedures and Operations Manual), the District shall have the authority to order a test of that employee to determine if the employee is under the influence of an intoxicant. A Unit Employee's refusal to submit to any such testing shall be considered insubordinate conduct and subject the Unit Employee to appropriate discipline.

Section 3. Home Address/Telephone Number

A Unit Employee shall be required to keep on file his/her current home address and telephone number in the department office and the Office of Human Resources. The employee must notify both the department and Human Resources within forty-eight (48) hours of any change, or on the next working day of the employee, whichever is shorter.

Section 4. Non-Discrimination

The District and ECCPOA agree not to discriminate against any Unit Employee on the basis of race, religion, national origin, sex, marital status, and age or employee organization affiliation.

Section 5. Tuberculosis Examination

- a. An X-ray of the chest or a tuberculin skin test shall be required of each Unit Employee every four (4) years (unless otherwise specified by law) and the results of such examination shall be filed with the Office of Human Resources. If the tuberculin skin test shows a "positive" reaction, the employee shall be required to have a chest X-ray examination. The cost of such examination(s) shall be paid by the District providing that it is administered by a medical facility retained by the District for this purpose.
- b. If the examination results in a find that the Unit Employee is suspected of having active tuberculosis, the employee shall be immediately released of all duties, granted any paid leave benefits to which he/she may be entitled under Article 9, and shall be reinstated only after conclusive evidence is presented that the employee is free of active tuberculosis.

Section 6. Political Activities

- a. The following activities by a Unit Employee upon property under the jurisdiction of the District are specifically prohibited:
 - (1) Posting of political circulars or petitions except that portion of College designated bulletin boards set aside for that purpose.
 - (2) Use of the College mail and E-mail systems for the distribution of political material.
 - (3) Disruption of an employee, for political purposes, during his/her work period.
 - (4) Use of students for writing or addressing political materials, or the distribution of such materials to students.
 - (5) Use of any District facilities, services or time for political purposes.
- b. The term "political" includes, without being limited to, all public elections of any kind or character whatever, school district, city, county, state or national, and the term "activity" includes any participation in political campaigns or other activity.
- c. Violation of any of the foregoing rules may result in disciplinary action.

Section 7. Professional Growth/Educational Reimbursement Program

a. Professional Growth Committee

Professional Growth Committee is hereby established to be composed of two (2) members appointed by the District and one (1) member appointed by ECCPOA. The District shall budget Five Hundred Dollars (\$500.00) for each fiscal year to be awarded by the Committee to Unit Employees for participation in educational programs, including college courses, conferences, seminars, etc., that relate to the Unit Employee's service with the District. Authorized expenses shall include cost of tuition, conference or seminar fees, and cost of textbooks or other written material and expenses and transportation or portions thereof. The decisions of the Committee on any application are final and not subject to review or grievance. Staff Development funds may be available to supplement professional growth committee funds.

b. Educational Reimbursement Program

The District will reimburse 100% of the tuition costs/enrollment fees, student body I.D. fee, and applicable health fees of employees, their spouses and/or legal dependents to attend El Camino College under the following circumstances:

1) Eligibility:

In order for a regular permanent (non-probationary) Unit Employee, spouse, or legal dependents to participate in this program, the employee must:

(a) Be in active paid status as of the first day of each semester; and

(b) If on approved extended medical or disability leave:

1. Employee: must submit a formal written request for reimbursement through the Exceptions Committee.
2. Spouse and/or Legal Dependents: may participate in the program as established in Section 1 (a).

2) Reimbursement:

The District will reimburse a Unit Employee up to a maximum of 36 units per units per academic year, per participant, for each successfully completed (grades of A - D, or "credit") course for applicable tuition/enrollment fees, health fees and student body fees expended for courses taken by the employee, and/or his/her spouse and/or legal dependents at El Camino College. It is the responsibility of the employee to submit the appropriate "Educational Reimbursement Form" within sixty (60) days after the availability of semester grades for which reimbursement is requested.

3) Deferment of fees:

Fee deferment is available upon request through the Business Manager for those employees who meet the Deferment criteria.

4) Books for Employees:

The District will pay for El Camino College class textbooks and required supplies for each eligible employee through the Unit Employees Book Program not to exceed the authorized budget.

5) Exceptions:

A Committee comprised of one (1) ECCPOA representative and one (1) District representative will review and make determinations regarding exceptions to this program. The decision of this committee is final and not grievable.

6) Grievances:

This program is not grievable by a spouse or legal dependents of an employee.

7) Fraud:

Any fraudulent misuse of this program by an employee, spouse, and/or legal dependents will result in the immediate and total loss of all rights and privileges regarding this program for the entire family and disciplinary and/or legal action may be filed in accordance with the provisions of this contract and according to State and Federal laws.

Section 8. Notification of Accrued Vacation and Sick Leave

The Chief of Police or designated supervisor will post the earned vacation and sick leave each month for the Unit Employees in his/her division.

Section 9. Uniform, Identification Badge & Personal Equipment

The District shall pay for the cost of the purchase and maintenance of any District prescribed official uniform and personal equipment required or used while on duty by a Unit Employee provided that the District shall designate the exact and specific official uniform, badge and equipment to be worn or used. The replacement costs generated by the deliberate misuse or abuse of such uniform or equipment shall be borne by the Unit Employee. The cost of any maintenance including cleaning other than due to reasonable and necessary replacement of such uniform or equipment due to normal wear shall be borne by the Unit Employee. A Unit Employee shall maintain the designated official uniform, identification badge and equipment in serviceable condition at all times while on duty according to the specifications of the division.

Section 10. Training

When the department finds it necessary to send an officer(s) to training to fulfill a special department need, other than P.O.S.T. mandated training, the training class(es) should be posted for all interested officers to sign-up. Selection should be primarily based on the most qualified senior officer. Any officer can also request training outside of this Article to pursue personal interest that are department related.

ARTICLE 18

Disciplinary Action

Section 1. Public Safety Officers Procedural Bill of Rights Act

Probationary and permanent public safety officers are entitled to the protection of the Public Safety Officers Procedural Bill of Rights Act, Government Code section 3300, et seq.

Police officer trainees and other non-public safety officer classifications in the unit shall not be entitled to the provisions of the Public Safety Officers Procedural Bill of Rights Act.

Section 2. Discipline of Probationary Employees

At any time prior to the expiration of the probationary period, the District may, at its own discretion, dismiss a probationary classified employee from District employment without cause.

Probationary employees who are terminated for cause may, within five (5) work days of the effective date of the termination, appeal the adverse action to the Vice President for Administrative Services or designee by submitting a written request for an administrative hearing.

Section 3. Causes for Disciplinary Action for Permanent Employees

Causes for disciplinary action for permanent employees are as follows:

- a. Incompetence or inefficiency in the performance of the employee's job duties.
- b. Insubordination, including, but not limited to, refusal to do assigned work.
- c. Carelessness or negligence in the performance of duty, or in the care or use of District property.
- d. Discourteous, offensive, or abusive conduct or language toward other employees, students or the public.
- e. Dishonesty, including the unauthorized use of taking of District property.
- f. Consuming any alcoholic beverage while on duty, or reporting for duty under the influence of any alcoholic beverage.
- g. Use, possession or being under the influence of any illegal substance on District property.
- h. Engaging in political, commercial or outside organizational activity during assigned hours of employment, except as otherwise provided in this Agreement.

- i. Conviction of any crime involving moral turpitude or a felony, or conviction of a crime, which is adversely related to ability to perform, assigned duties.
- j. Arrest for a sex or narcotics offense as defined in the Education Code.
- k. Repeated tardiness; repeated, unreported and/or unauthorized absence.
- l. Abuse of leave privileges, including, but not limited to, sick leave.
- m. Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other school district records, including payroll records, subject to enforcement within thirty (30) days following discovery.
- n. Failure to comply with reasonable District rules and regulations including the Police Department Policy Manual and or provisions of the Agreement.
- o. Persistent violation or refusal to obey safety rules or regulations of the District or of any appropriate state or local governmental agency.
- p. Abandonment of position, including failure upon being medically released to return to duty from disability status, failure to return to duty upon expiration of an unauthorized leave of absence, or failure to report to duty for three (3) or more work days without prior notification and authorization of such absence.
- q. Advocating the overthrow of federal, state, local government by force, violence or other unlawful means, or advocating the use of any force or violence against any individual or group because of race, nationality, gender, political, social, religious, or sexual preference.
- r. Engaging in a work stoppage as provided in Article 21.

Section 4. Notice to Permanent Employee

The District shall give written notice prior to imposition of disciplinary action for proposed termination, demotion, and suspensions of five (5) days or more. For suspensions of less than five (5) days or transfers for purposes of discipline, written notice shall be given upon the employees return to duty or upon the effective date of the transfer. No written notice of proposed action shall be given for an admonishment or reprimand. The "Notice of Proposed Action" shall contain the following:

- a. The proposed action and date it is to become effective.

- b. The specific charges(s) the employee is alleged to have violated and facts (conduct) alleged to have violated a policy, procedure, rule and/or regulation.
- c. That the employee has a right to respond either orally, in writing, or both.
- d. The date, time and place at which the pre-disciplinary administrative conference is to be conducted, should the employee desire to exercise his or her right, and that the employee may be accompanied by a representative.
- e. The pre-disciplinary conference shall be scheduled not less than five nor more than ten workdays after the date of service of the proposed action.
- f. A statement that failure to appear at the pre-discipline conference shall be considered a waiver of this right.
- g. That all known written materials, reports, or documents upon which the proposed discipline is based is attached to or accompanies the notice of proposed action.

Section 5. Pre-Disciplinary Administrative Conference for Permanent Employees

The pre-disciplinary administrative conference provided in Section 4 shall be conducted before the V.P. Administrative Services or Chief of Police, or designee, and shall constitute the administrative review required by these policies. The administrative review shall be convened at a time designated by the District. The employee may elect to be represented by the ECCPOA, outside counsel, or the employee may elect to represent himself/herself. The administrative review meeting shall be informal, and the employee shall have the opportunity to present to the administrator conducting the review any relevant evidence in the form of a narrative presentation and documents relative to the disciplinary action of which the employee received notice.

Following the administrative review meeting, the administrator in charge shall decide whether the disciplinary action shall be imposed, and if not, whether lesser disciplinary action shall be imposed.

Section 6. Notice of Disciplinary Action/Demand for Hearing

- a. At the conclusion of the pre-discipline administrative conference or date thereof, should the employee waive his or her right to attend, the District shall give the employee written notice of the action to be taken.
- b. The notice shall contain all information as set forth in Sections 4a and 4b.

- c. The notice shall contain a statement that the employee has a right to a hearing on the action taken and the time within which the appeal must be requested, within five (5) work days after service of the notice of discipline.
- d. The notice shall be accompanied by a form; the signing and filing with the Office of the Vice President for Administrative Services shall constitute a denial of the charges and request for an administrative hearing.
- e. A statement that failure to file the request within the prescribed time shall constitute a waiver of the right to a hearing.

Section 7. Amended Supplemental Charges

- a. At any time prior to an employee's demand for a hearing has been scheduled by the Board of Trustees or hearing officer, the District may serve, on the employee and file with the Board or hearing officer, an amended or supplemental recommendation of disciplinary action.
- b. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded all rights set forth in Sections 4 and 5, unless the employee waives his or her rights under these sections. In any case the employee shall be given a reasonable time, prior to commencing the hearing, to prepare his or her defense to the amended or supplemental recommendations.

Section 8. Conduct of Hearing

The hearing shall be before a hearing officer, except in those cases where the Board of Trustees determines it will hear the appeal. In any case in which the Board of Trustees hears the appeal, it may utilize the services of its own counsel to advise the Board about procedure, evidentiary or legal issues. Unless specifically requested in writing by the disciplined employee all hearings shall be considered "open" hearings.

- a. **Hearing Officer:** The Board of Trustees may appoint a hearing officer who will not be an employee of the District.
- b. **Notice of Hearing:** The District shall set the matter for hearing and shall give the employee at least five work days notice in writing of the date, time and the place of such hearing.
- c. **Rights of Employee:** The employee shall attend the hearing and shall be entitled to:

- 1) Be represented by counsel or any other representative at such hearing;
 - 2) Testify under oath;
 - 3) Cross-examine all witnesses appearing against his/her and all employees of the District whose actions are in question or who have investigated any of the matters involved in the hearing and whose reports are offered in evidence before the hearing officer of the Board;
 - 4) Present such evidence, as the hearing officer or the Board deems pertinent to the injury;
 - 5) Argue his/her case.
- d. The District shall be entitled to the same rights.
- e. Evidence: The hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for any purpose, but shall not be sufficient in itself to support a finding unless it would be admissible over objections in civil actions. The rules of privileges and of official or judicial notice shall be effective the same extent as in civil actions. Irrelevant and repetitious evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.
- f. The standard of proof shall be a preponderance of the evidence. There will be reciprocal discovery rights. If an employee does not appear for a scheduled disciplinary hearing, the right to a hearing is waived and the discipline will be imposed.
- g. Exclusion of Witness: The hearing officer or Board may, in its/his/her discretion, exclude witnesses not under examination, except the employee and the party attempting to substantiate the charges against the employee and their respective counsel. When hearing testimony on scandalous or indecent conduct, all persons not having a direct interest in the hearing may be excluded.
- h. Proposed Decision: Upon completion of the hearing a written proposed decision shall be signed and filed by the hearing officer with the Board of Trustees and shall constitute

his/her decision. If the case is heard by the Board of Trustees it shall render a written decision.

- i. The Board of Trustees may accept, reject or modify the proposed decision of a hearing officer. Final decision regarding disciplinary matters rests with Board of Trustees.
- j. Unless the decision by the Board of Trustees provides otherwise, it shall be effective immediately. Notice of the decision shall be mailed promptly to the employee or his/her counsel or representative. Except for the correction of clerical error, such decision shall be final and conclusive.
- k. Report of Hearing: Hearings before the Board of Trustees or the hearing officer shall be recorded by use of a stenographic reporter or electronic recording machine.
- l. Transcripts of Hearings: Transcripts of hearings shall be furnished to any party involved in the disciplinary action on payment of the cost of preparing such transcripts. When transcripts are provided by the employee of the District, the cost shall be determined by the Vice President of Administrative Services. When transcripts are provided by an independent contractor, the cost will be established by the independent contractor.
- m. Continuances: The Board of Trustees or a hearing officer may grant a continuance of any hearing upon such terms and conditions as it may deem proper.
- n. Judicial Review: The final decision of the Board of Trustees is subject to judicial review in a court of competent jurisdiction. The provisions of section 1094.6 of the Code of Civil Procedure shall be applicable to the Board's final disciplinary decision. Code of Civil Procedure section 1094.6 provides, in part, that any petition for writ of mandate to the superior court shall be filed not later than the 90th day following the date on which the Board of Trustees' decision becomes final.

Section 9. Limitations on Disciplinary Action

Disciplinary action may be taken for any cause which arose prior to the employee's becoming permanent if the cause was concealed or not disclosed as required by law, regulation or other District rules, regulation, policies and/or procedures. Disciplinary action shall be taken for conduct, which would constitute a felony under the laws of the State of California.

Section 10. Immediate Suspension Pending Dismissal

Nothing herein shall preclude the District from effectuating an immediate suspension without pay pending final dismissal action when reasonable cause exists to believe that such suspension is in the best interests of the District. Such suspension shall be with pay if the dismissal is subsequently overruled.

Section 11. Disciplinary Settlement

A disciplinary grievance may be settled at any time following the service of notice of discipline. The terms of the settlement shall be in writing. A Unit Employee offered such a settlement shall be granted a reasonable opportunity to have his/her representative review the proposed settlement before approving the settlement in writing.

ARTICLE 19

Safety

Compliance

The District shall conform to and comply with all safety and sanitation requirements of applicable state or federal law.

ARTICLE 20

Grievance Procedure

Section 1. Definition

A "grievance" is defined as a claim by a Unit Employee that the District has violated a provision of this Agreement and that by reason of such violation the Unit Employee has been adversely affected. It is expressly understood that (a) any dispute concerning the provisions of Article I, Recognition; and (b) any dispute arising out of either the existence of, or the exercise of, any of the rights of the District as set forth in Article 3, Rights of the District; and (c) any dispute arising out of the provisions of Article 8, Performance Evaluation, except for the grievance of an employee who has received an "overall unsatisfactory" evaluation; (d) any dispute arising out of Article 21, Work Stoppage, and (e) any dispute arising from disciplinary action and/or dismissals are specifically excluded from the Grievance Procedure.

Section 2. Informal Meeting

Before any Unit Employee files a written grievance pursuant to Section 3 of this Article, he/she shall first request a meeting for the purpose of discussing his/her complaint with the Chief of Police or designated supervisor. When the Chief of Police or designated supervisor receives a request from a Unit Employee under this Section, he will arrange a mutually convenient meeting time (within three (3) workdays) with the Unit Employee to discuss the matter and attempt to resolve the complaint. Both parties will make an earnest effort to settle complaints in this manner.

Section 3. Procedure

Any complaint that is not resolved by the informal procedure set forth in Section 2, and which complaint constitutes a grievance as defined in Section 1, must be processed by the Unit Employee in accordance with the following procedure:

Step One

The Unit Employee shall reduce his/her grievance to writing on a form provided by the District and shall submit his/her grievance to the Dean, Director or Manager of the employee's division. The grievance shall be so submitted within fifteen (15) workdays from the date the Unit Employee

discovered the facts, or should have discovered the facts surrounding the grievance and shall specify the provision or provisions of this Agreement alleged to have been violated and the remedy sought. The grievance shall be signed and dated by the Unit Employee and shall incorporate a statement that the Unit Employee had first attempted to discuss the matter as provided by Section 2.

Upon receipt of the grievance, the Dean, Director or Manager shall promptly forward two (2) copies of the grievance to the appropriate Vice President who shall in turn promptly forward one (1) copy to ECCPOA. The Chief of Police or designated supervisor shall promptly schedule a meeting with the Unit Employee to review and discuss the grievance. Such meeting will be scheduled to take place no later than the fifth (5th) workday from the date the written grievance is received by the Chief of Police or designated supervisor. The Chief of Police or designated supervisor will provide the Unit Employee with a written decision of the grievance by the end of the fifth (5th) work day following the date of the meeting and the giving of such decision will terminate Step One.

Step Two

If the grievance is not settled in Step One, the Unit Employee may appeal his grievance to the Vice President Administrative Services by providing the Vice President Administrative Services with a copy of his written grievance, a copy of the written response at Step One, and a written statement by the Unit Employee who appeals the grievance. The appeal shall be filed with the Vice President Administrative Services no later than the end of the fifth (5) workday following the date of the response at Step One. The Vice President Administrative Services shall schedule a meeting to take place within (5) work days from the date the written appeal is received by his office, to discuss the grievance. A written decision on the appeal of such grievance shall be rendered by the Vice President Administrative Services by the end of the fifth (5th) work day following the date of such meeting and the rendering of such decision will terminate Step Two.

Section 4. Appeal

The Unit Employee may appeal any grievance, which is not settled at Step Two to the Board of Trustees in Executive Session.

Section 5. Time Limits

If the grievance is not processed by the Unit Employee or ECCPOA in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the last decision made. If the District fails to respond to the grievance in a timely manner at any step, the grievant may proceed to the next step. The time

limits set forth in this Article may be extended by mutual agreement in writing between the District and the Unit Employee or the District and ECCPOA.

Section 6. Representation

The Unit Employee shall be entitled to representation by any representative of his/her choice at all grievance meetings with the District. If the Unit Employee desires a representative, an ECCPOA officer shall inform the Chief of Police or designated supervisor and/or the Vice President Administrative Services of the person selected. Released time without loss of pay for attending grievance meetings with the District will be provided for the Unit Employee and the ECCPOA representative. In situations where an ECCPOA representative has not been invited to represent the Unit Employee, the District shall not agree to a final resolution of the grievance until ECCPOA has a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter within fifteen (15) calendar days.

Section 7. Management Representatives

At any step of the grievance procedure the District may designate a substitute for the person designated herein. One additional management representative may be invited to be present at either the Step One or Step Two meetings.

Section 8. Adjournment

The District representative and the Unit Employee or his representative may agree in writing to adjourn any grievance meeting to be reconvened at a later fixed date.

Section 9. ECCPOA Grievance

If ECCPOA has a grievance against the District, it shall file its grievance at Step Two with the Vice President Administrative Services within thirty (30) calendar days from the date ECCPOA discovered the facts, or should have discovered the facts giving rise to the grievance. Such grievance is restricted to the rights of ECCPOA under the terms of this Agreement as distinguished from the rights of any Unit Employee or group of Unit Employees. The ECCPOA grievance shall comply with the requirements set forth in Section 3, Step One of this Article. The Vice President Administrative Services shall process the grievance within the time limits as provided in Section 3, Step Two, of this Article.

Section 10. Group Grievance

If any group of Unit Employees has the same grievance, one Unit Employee may file the grievance on behalf of himself/herself and the other affected Unit Employees. The Unit Employee filing such a group grievance shall obtain on the grievance form the signature of each Unit Employee in the group who thereby authorizes said Unit Employee to process the grievance on his/her behalf.

Section 11. Witnesses

At any step of the grievance procedure the parties may agree to examine witnesses that have relevant material to offer. Any employee witnesses required to appear in connection with this Article shall suffer no loss of pay.

Section 12. Grievance File

All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file, which file shall be available for inspection only by the employee, ECCPOA representatives, and those management, supervisory, or confidential employees directly involved in the grievance procedures.

ARTICLE 21

Work Stoppage Lock Out

Section 1. ECCPOA Obligations

ECCPOA hereby agrees that neither it nor its officers or authorized agents or representatives shall incite, encourage, or participate in any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever, or any picketing of District premises, except for picketing that is solely informational in nature, during the life of this Agreement. In the event of any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever or threat thereof, or any picketing of District premises except for picketing that is solely informational in nature, ECCPOA and its officers will do everything within their power to end or avert the same.

Section 2. Unit Employee Obligations

Any Unit Employee authorizing, or engaging in, or participating in, or encouraging, or sanctioning, or recognizing or assisting in any strike, or refusal to perform services as provided by this Agreement, or any work stoppage, or other concerted interference with District operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article shall not receive compensation for any period of time during which the Unit Employee was assigned but failed to perform his/her required service to the District and any such Unit Employee may be subject to dismissal or suspension.

Section 3. Lock Out

The District agrees it will not engage in any lock out of Unit Employees.

ARTICLE 22

X. Agreement Conditions and Duration

Section 1. Sole Agreement

This Agreement when ratified and executed by each party hereto shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto in writing and executed by each party hereto.

Section 2. District and ECCPOA Obligations

Neither the District nor ECCPOA shall be bound by any requirement, which is not expressly and explicitly stated in this Agreement. Neither the District nor ECCPOA is bound by any policies or past practices of the District or understandings with any employee organization or council, unless such policies or past practices or understandings are specifically stated in this Agreement.

Section 3. Negotiating Obligation

This Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment. During the term of this Agreement neither the District nor ECCPOA will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

Section 4. Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. Any substitute action, which is not authorized by law, shall be subject to meeting and negotiating between the District and ECCPOA. In the event that any provision of this Agreement is, or shall be, at any time contrary to law, all other provisions of this Agreement shall continue in effect.

Section 5. Reopener

Either ECCPOA or the District shall have the right to reopen this Agreement for amendment of the compensation schedule, Article 6, Section 1(a).

The parties also agree to reopen negotiations on two subjects of ECCPOA's choice and/or two subjects of the District's choice. Other subjects may be opened upon mutual agreement.

The party requesting negotiations shall give the other party notice no later than the month of October 2006 and 2007.

Section 6. Duration

This Agreement shall become effective on January 1, 2006 and shall remain in effect through December 31, 2008 and shall continue in effect from year to year thereafter, with the provision that should either party desire to amend this Agreement, it shall provide written notice and a proposal to the other party of said desire and the nature of the amendments sought during the month of October of the year 2008. Upon completion of the public notice procedures set forth in Government Code 3547, the parties shall promptly, within ten (10) workdays, commence the meeting and negotiating process in an effort to reach agreement.

AGREEMENT

The El Camino Community College District Negotiating Team and the El Camino College Police Officers Association in full settlement of the Fall 2005 negotiations, have agreed to the foregoing Collective Bargaining Agreement, effective January 1, 2006 through December 31, 2008.

Agreed on this 12th day of December 2005.

EL CAMINO COMMUNITY COLLEGE
POLICE OFFICERS' ASSOCIATION

EL CAMINO COMMUNITY COLLEGE
DISTRICT NEGOTIATIONS TEAM

By: _____

By:

Jan Caldwell, President of ECC POA

Marcia M. Wade, Director of Human Resources

By: _____

By: _____

Chad Miller, ECC POA Member

Allene Quarles, Asst. Director of Human Resources

By: _____

Rocky Bonura, Director - Risk Management

Ratified by the El Camino Community College Police Officers' Association on December 15, 2005.

By: _____

Jan Caldwell, President of ECC POA

Adopted by the El Camino Community College District Board of Trustees on January 23, 2006.

By: _____

Thomas M. Fallo, Superintendent/President
El Camino Community College District

APPENDIX A

CATASTROPHIC ILLNESS OR INJURY/FAMILY LEAVE DONATION

About the Plan

The purpose of this plan is to permit employees with a catastrophic illness or injury to solicit individual donations of vacation and/or sick leave from fellow employees. The intent is:

- 1) to insure that the employee continues to receive medical benefits during the recovery period.
- 2) to enable the employee to continue receiving the regular salary. TO BEGIN THE PROCESS, a letter of request and medical verification must be sent to the Director of Human Resources. Assuming all other conditions are met, the Director will initiate the "Call for Donated Leave" or the CII Committee will approve Leave Bank donations.

Guidelines for Donating Days

- 1) Any employee may donate accumulated leave but **MUST** retain no fewer than 30 days of sick leave on record.

Exception: An employee who is retiring or terminating and wishes to donate unused sick leave to a specific person or to the Leave Bank may do so with no limitation.

- 2) You may donate accumulated vacation days with no restrictions.
- 3) All days donated are irrevocable. Once you donate them, they are gone forever.
- 4) Any unused donated days will revert to the Leave Bank for use by other catastrophically ill or injured employees who request and are approved to use days from this bank.
- 5) Donated sick leave or vacation days are charged on the basis of day-for-day regardless of the classification and/or salary of either the donee or the donor.

The Employee suffering from a catastrophic illness or injury

- 1) Must have used all available forms of leave (sick leave or vacation).

- 2) Is incapacitated or absent for an extended period of time no fewer than 30 consecutive calendar days.
- 3) Must submit a letter to the Director of Human Resources requesting "Call for Donations." Someone authorized other than the donee may request donated days.
- 4) Must submit medical verification to the Director of Human Resources. The District may require additional medical verification from a physician selected by the District and at the expense of the District.
- 5) As required in AB2007, the District determines that the employee is unable to work due to the catastrophic illness or injury.
- 6) May use donated days as half or whole days and may be used retroactively. There are two choices on how to use donated days:
 - a. Half day worked plus half day donated leave equals a portion of or full pay.
 - b. Half day leave only resulting in full health benefits coverage and a portion of or half pay.
- 7) Must use all donated leave within a 12-month period after the donation. Leave days will be placed in a special donated leave account for up to one year. If the employee returns to work and has a reoccurrence of the same or related catastrophic illness or injury, after using any accumulated vacation or sick leave accrued days, previously donated leave days may be used. After one year, and in unusual circumstances, the CII Committee may consider a request to extend the period of up to one additional year.
- 8) If no reoccurrence of the catastrophic illness or injury occurs within one year of the date returned to work, the unused donated days will revert to the District's Leave Bank.
- 9) Pledged donated days may be used only for the specified catastrophic illness or injury. A different catastrophic illness or injury must be handled as a separate or second incident.
- 10) NOT COVERED: Stress related illness; elective surgery, normal pregnancy, worker's compensation claims, disabilities resulting from alcoholism or drug addiction unless the drugs are administered by a physician; intentionally self inflicted injuries; pre-

existing physical maladies or normal illness such as colds, flu, allergies, headaches etc.

Leave Bank

- 1) The District annually, or as needed, will promote a "call for leave donations" for the Leave Bank. In addition, the District will give each employee who terminates resigns or retires, an opportunity to donate unused vacation or sick leave to the Leave Bank.
- 2) Unused donated days reverting to the Leave Bank or days specifically donated to the Leave Bank make up the Leave Bank.
- 3) Requests for Leave Bank days are subject to availability. The District is not responsible for filling requests from the Leave Bank if no days are available.
- 4) It is the responsibility of the employee or the employee's authorized person making the request to submit sufficient information or explanation to the CII Committee for approval. Insufficient information will be grounds for denial.
- 5) Submit requests for Leave Bank days directly to the Director of Human Resources who then will determine eligibility and will provide the CII Committee with appropriate information. The Committee will review the request but will not be told the name of the person making the request.
- 6) Confidentiality will be upheld and all efforts will be made to ensure privacy of the employee making the Leave Bank request.

Definitions

Catastrophic Illness or Injury: As defined in AB2007, a catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all sick leave and other paid time off. Examples include life threatening injury or illness; cancer, AIDS, heart surgery, stroke, etc.

CII Committee: The Catastrophic Illness/Injury Committee is comprised of representatives from Federation (1), POA (1) and Management (1) and is chaired by the Director of Human Resources as a non-voting member, or Designee.

Call for Donations: The District will solicit requests for donations for either individual or Leave Bank requests.

Duration: Per AB2007, all donated leave is available for a maximum of 12 months.

Grievances: Nothing in this plan is grievable.

Individual Requests: Employees meeting conditions of this plan may request donations from the general employee population.

Irrevocability: Once leave is donated, the donor cannot retrieve any portion of the donated leave.

Leave: Vacation or sick leave accrued to the donating employee.

A donating employee must retain no fewer than 30 days of sick leave on record to be eligible to donate sick leave days.

Leave Bank: Unused donated days or days specifically donated to a general account.

The Leave Bank permits those employees who do not wish to request individual donations to do so privately and anonymously.

Medical Determination: AB2007 requires medical verification of catastrophic illness or injury from a physician.

Medical Verification: AB2007 requires that the District determine that the employee is unable to work due to a catastrophic illness or injury.

Requests: AB2007 specifies that an employee who is suffering from a catastrophic illness or injury must request that eligible vacation or sick leave is donated. Donations cannot be accepted or approved without this request.

APPENDIX B

FAMILY CARE AND MEDICAL LEAVE PROCEDURES

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Employees who meet all requirements of these procedures may be entitled to family care and medical leave in connection with the birth, adoption, or foster care placement of a child with the employee, or the serious illness of a child, parent, or the employee him/herself. Family and medical leave will be granted in accordance with the Family and Medical Leave Act.

Eligibility for Family Care Leave and Medical Leave.

To be eligible for family care and medical leave, an employee must:

- (1) Have worked continuously for the District for at least one year prior to the date when such leave is requested; and
- (2) Have provided at least 1,250 hours of service during the 12 months before the leave is requested; and
- (3) Not have taken a maximum of twelve workweeks of family care and medical leave within the preceding 12-month period.
- (4) Comply with all requirements of state and federal law pertaining to family care and medical leave.

Permissible Uses of Family Care and Medical Leave

Family care and medical leave may be requested for:

- (1) The birth of an employee's child;
- (2) The adoption of a child;
- (3) The placement of a foster child with an employee;
- (4) The serious illness or health condition of an employee's child, spouse, or parent;
- (5) The serious health condition of the employee him/herself.

Amount of Family Care Leave

Provided all the conditions of this procedure are met, an employee may be granted up to twelve workweeks (60 workdays) of family care and medical leave during any 12-month period. The leave may be taken in one or more periods; however, the District retains the right to deny a leave request if

the leave is deemed not to be of sufficient duration (e.g. less than two weeks) or if a request is for intermittent leave where the intermittent schedule is not medically necessary.

Any employee requesting leave for his or her own serious illness/injury, under this program, shall be required to utilize all accumulated sick leave, available sub difference and vacation leave first.

Employees may request Family Care and Medical Leave, under this program, to care for a family member with a catastrophic illness or injury, with prior approval, may use accumulated sick leave, vacation and/or personal business leave. The total amount of permissible family care leave will be reduced by the amount of the other leave used.

References to the amount of leave available are based upon the entitlement of a full-time employee. Employees who work less than a full-time schedule or less than a 12-month year are entitled to leave in whatever proportion their work schedule bears to full-time. In no case will an employee scheduled to work less than a 12-month year be entitled to use family care and medical leave during scheduled periods of non-work status.

Special Provisions for Pregnancy Related Disability and Child Care Leave

(1) Upon expiration of any pregnancy disability leave authorized by Government Code Section 12945.2, the employee is eligible for up to an additional 12 weeks of family care leave to care for the newborn child.

(2) During the period of "disability" (6 weeks for a normal pregnancy) the employee shall use accumulated sick leave or available sub-difference until those entitlements are exhausted. Thereafter, the employee shall use vacation and/or personal business leave.

(3) Upon expiration of the pregnancy disability period, the employee may request family care leave pursuant to these procedures.

(4) The District shall continue to pay its portion of the employee's medical insurance during the period of family care leave.

(5) The amount of family care leave available will be reduced by any other paid leave taken aside from the pregnancy "disability" period as defined in Government Code Section 12945.2.

Conditions for Granting Family Care Leave

If the employee can anticipate when the leave may be required (.e.g., leave for a planned medical treatment), the employee may be required to schedule the leave in a manner that will minimize its disruption to the District, to the extent it is medically acceptable.

Family care and medical leave may be denied if the employee has not complied with these procedures.

For family care and medical leave requests for child care, if both parents are employed by the District, a combined total 12 work weeks of leave is available to a mother or father for the birth, adoption or foster care placement of a child.

Relation to Pay and Other Benefits

Except to the extent that paid leave is substituted for family care and medical leave, an employee on family care and medical leave is not entitled to any continued salary during the leave period.

The District will continue to pay medical, vision, and dental benefits for an employee and his/her dependents at the same level those benefits were paid for by the District immediately prior to the employee commencing family care leave. An employee may elect to continue to participate in life insurance plans by paying, at the employee's own expense, the costs ordinarily paid by the employer. If the employee is unwilling or unable to make the required payments, the employee will not be covered by the employee benefit plans during the leave period. Upon reinstatement, however, the employee shall not thereafter lose any benefits as a result of the family care and medical leave. Upon termination of family care and medical leave, the employee shall be entitled to reinstatement to a position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave, unless the original position has been eliminated due to a reduction in force or restructuring of the District prior to the expiration of the leave. In the event the original position has been eliminated due to the layoff or restructuring, the employee shall retain his/her pre-leave seniority for layoff recall and other seniority related rights or benefits.

Upon termination of family care and medical leave, an employee shall retain the same seniority as at the time the leave commenced. Seniority shall not accrue during the leave period.

In the event an employee who is on leave fails to return to work upon expiration of all authorized leave, the District shall be entitled to recover the cost of premiums paid for the employee's medical insurance at the same level those benefits were provided immediately prior to the employee commencing leave.

Procedure for Requesting Family Care Leave

An employee shall notify his/her supervisor, in writing, of the need for family care and medical leave as soon as possible under the circumstances. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment, to the extent feasible, so as to minimize disruption or inconvenience to the District's operations and co-workers.

The written request for family care and medical leave shall specify the reason for the leave (e.g., birth, adoption, illness of parent, etc.), the anticipated date of commencement and duration of the leave.

The District shall require a certification issued by the health care provider of the individual requiring care. The medical certification shall include all of the following:

- (1) The date on which the serious health condition commenced;
- (2) The probable duration of the condition;
- (3) For Employee's Own Illness: A statement that the serious health condition prevents the employee from performing the essential functions of his/her position;
- (4) For Care of Others: The health care provider's estimate of the amount of time the employee needs to care for the individual;
- (6) A statement that the serious health condition warrants the participation of a family member (the employee) to provide care.

The District has the right to require a second medical opinion, paid for by the District. The District may also require a third medical certification (employer-paid) in the event of a conflict between the first and second opinions. If the leave extends beyond the period indicated in the original medical certification, or additional leave is requested, the employee may be required to obtain recertification.

Definitions

For the purposes of this section, the following definitions are applicable:

- 1) "Child" means a biological, adopted, or foster child, a stepchild, or a legal ward.
- 2) "Parent" means a biological, adoptive parent, foster, a stepparent, or a legal guardian.
- 3) "Spouse" means the legal husband or wife of the employee.
- 4) "Serious health condition" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during the period of the treatment and that involves either inpatient care, or continuing treatment or supervision by a health care provider.

APPENDIX C
EL CAMINO COLLEGE
EDUCATIONAL REIMBURSEMENT PROGRAM

PROCEDURES FOR BOOK PROGRAM IMPLEMENTATION

1. At the point of implementation of this Contract, the District will establish a "Unit Employees Book Program".
2. The program will initially be established with \$1,000. Unused book funds will be carried over to the following year, not to exceed \$1,000.
3. The Book program is available only to El Camino College Unit Employees enrolled only at El Camino College.
4. The Book Program is only for the purchase of required textbooks and materials.
5. An open P.O. will be established with the ECC Bookstore to facilitate this program
 - a. The open P.O. will be funded through the POA Professional Growth funds after the initial set-up.
 - b. The open P.O. will be monitored by the POA Professional Growth Committee on an as-needed basis.
 - c. The open P.O. may be adjusted during the year to cover overages or shortages. Shortages will be funded through the POA Professional Growth fund.
6. Eligible employees will be required to show proof of enrollment.

EL CAMINO COMMUNITY COLLEGE DISTRICT EDUCATIONAL REIMBURSEMENT FORM

This form is to be used to request reimbursement for the successful completion of courses taken at El Camino College by regular permanent employees, their spouses, and/or their legal dependent children. Submit **one form** for each reimbursement expense. ***Fees are reimbursed for successfully completed courses upon completion of semester. Employees only are eligible for book reimbursement (for required books, purchased with 10% employee discount at EC Bookstore).***

EMPLOYEE NAME _____ Phone Ext. _____

CLASSIFICATION: *Classified* *POA* *Confidential* *Management* *Faculty*

STUDENT'S NAME _____ Self Spouse

Dependent

SEMESTER ENROLLED: Fall Spring Summer

EMPLOYEE ELIGIBILITY CHECK-LIST

- | | | |
|---|------------------------------|-----------------------------|
| 1. Are you a non-probationary employee? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Are you applying for yourself, your spouse, or a legal dependent? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Are you on approved medical or disability leave? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (If YES, you must submit formal written request through the Exceptions Committee) | | |
| 4. If you are a Part-Time Instructor, have you worked 3 or more years? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

REIMBURSEMENT REQUESTED:

- Enrollment Fee \$ _____
- Health Fee \$ _____
- Student Body Fee \$ _____
- Books (Total from other side) \$ _____
- TOTAL REQUESTED \$ _____

Signature: _____ Date _____

IN ORDER TO BE REIMBURSED, YOU MUST ATTACH THE FOLLOWING:

1. ENROLLMENT AND PAYMENT PRINTOUT
2. A COPY OF GRADE REPORT
3. ORIGINAL BOOK RECEIPTS (for required books)

RETURN COMPLETED FORM WITH ATTACHMENTS TO HUMAN RESOURCES OFFICE

FOR ACCOUNTING USE ONLY

XI. CLASSIFICATION	ACCOUNT NUMBER	REFUND AMOUNT
<input type="checkbox"/> CLASSIFIED	11-55250-0067500-8500	\$ _____
<input type="checkbox"/> CLASSIFIED – BOOKS	11-55232-0067500-8500	\$ _____
<input type="checkbox"/> ECCPOA	11-55251-0067500-8500	\$ _____
<input type="checkbox"/> CONFIDENTIAL	11-55252-0067500-8500	\$ _____
<input type="checkbox"/> MANAGEMENT	11-55253-0067500-8500	\$ _____
<input type="checkbox"/> FACULTY	11-55254-0067500-8500	\$ _____
\$ _____		
<input type="checkbox"/> FACULTY – BOOKS	12-54220-006750-6350	\$ _____

Approved by Director/Human Resources _____

Approved by Director/Purchasing & Business Services _____

BOOK REIMBURSEMENT

Course _____	Section # _____								
Title of Book _____									
Author (Last Name) _____ Cost \$ _____									
Course _____	Section # _____								
Title of Book _____									
Author (Last Name) _____ Cost \$ _____									
Course _____	Section # _____								
Title of Book _____									
Author (Last Name) _____ Cost \$ _____									
Course _____	Section # _____								
Title of Book _____									
Author (Last Name) _____ Cost \$ _____									
<p><i>(Please attach original receipts)</i></p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: right;">Sub-Total Amount for Books</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="text-align: right;">Less 10% Bookstore Discount</td> <td style="text-align: right;">- \$ _____</td> </tr> <tr> <td style="text-align: right;">Sales Tax</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="text-align: right;">TOTAL DUE FOR BOOKS</td> <td style="text-align: right;">\$ _____</td> </tr> </table>		Sub-Total Amount for Books	\$ _____	Less 10% Bookstore Discount	- \$ _____	Sales Tax	\$ _____	TOTAL DUE FOR BOOKS	\$ _____
Sub-Total Amount for Books	\$ _____								
Less 10% Bookstore Discount	- \$ _____								
Sales Tax	\$ _____								
TOTAL DUE FOR BOOKS	\$ _____								

Account #: _____

Approved by: _____
 Director of Human Resources

Approved by: _____
 Director of Purchasing & Business Services

APPENDIX D

**El Camino Community College District
Police Officers Association
Release Time Authorization Form**

To: _____
Chief of Police/Designee

Date: _____

Subject: **Release Time – With or Without Pay**

For: _____
Officer’s Name

Release time is authorized for the following activities with or without pay:

Authorized POA Signature **Date**

Please check one of the following activities with or without pay:

- Attend Monthly ECCPOA meetings.***
- Attend Grievance Procedure Meeting (w/pay)**
- Attend Board of Trustees’ Meeting (Designee of POA w/pay)**
- Release time with pay for two (2) ECCPOA designated Unit Employees on ECCPOA’s negotiating committee shall be granted for the purpose of meeting and negotiating in accordance with Government Code Section 3543.1**
- Release time with pay for one (1) ECCPOA designated Unit Employee to attend Annual Conference w/pay up to three days or twenty-four (24) hours.**
- Other (Please Specify)_____**

*** Supervisor may authorize an employee to attend meetings or perform duties with pay provided the supervisor schedules make-up time within thirty (30) days.**

Date:_____ **Time (Approx.) From**_____ **To:**_____

Location:_____

Chief or Police/Designee **Date**

Human Resources Administrator **Date**

APPENDIX E

COMPUTATION OF “ADJUSTED COLA” AND COLA PLUS GROWTH FORMULA POLICE OFFICERS ASSOCIATION

	<u>ADJUSTED COLA</u>	<u>COMPUTATION IN DECEMBER 2005 FOR JAN. 1, 2006</u>
1)	<u>Statewide COLA:</u> Final Budget – President’s Transmittal Letter to Board of Trustees	4.23%
2)	<u>Increased Costs of Benefits:</u> Calculate costs of fringe benefit increases (medical, dental, vision and life) District-wide	\$796,924
3)	<u>COLA Applied to Previous Year’s Costs:</u> COLA x Previous Year benefit costs (4.23% X \$6,905,863)	\$292,118
4)	<u>Increased Cost Minus COLA :</u> Subtract: Benefit increase paid for by COLA (#3 above) from Benefit cost increases (#2 above) (796,924 – 292,118)	\$504,806
6)	<u>Percentage of Compensation:</u> Increased cost minus COLA from #4 divided by cost of 1% increase (504,806/735,301)	.687%
6)	<u>Adjusted COLA:</u> Adjusted COLA = Statewide COLA (line 1) minus the benefits increase not paid for by COLA (line 5) (4.23 – 0.687)	3.543%
7)	<u>ECC 2004/2005 growth</u> <i>Subtract 03/04 Funded Credit FTES of 18,414.39 (Exhibit E: 10/12/04) from 04/05 Funded Credit FTES 19,305.31 (using Exhibit C: 10/6/05 simulated recal funded credit) Divide the difference by 18,414.39</i>	4.838%
8)	<u>Adjusted COLA (line 6) + Growth (line 7)</u> (3.543 + 4.838)	8.381%

APPENDIX F

**EL CAMINO COMMUNITY COLLEGE DISTRICT
POLICE OFFICERS ASSOCIATION
SALARY SCHEDULE**

Effective January 1, 2006

Police Officers:

	<u>Step A</u> <u>Step E</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	
Monthly:	4234	4451	4682	4930	5185
Hourly:	24.43	25.68	27.01	28.44	29.91

Trainee Step:

Monthly: 3814

Agenda for the El Camino Community College District Board of Trustees
From
The Office of the President and Board of Trustees
Thomas M. Fallo, Superintendent/President

- | | |
|--|--------|
| A. 2004-2005 Board of Trustee Goals and Evaluation | Page 1 |
| B. 2005-2006 Board of Trustee Goals and Evaluation | Page 4 |
| C. Travel | Page 5 |

EL CAMINO COLLEGE

Agenda for the El Camino Community College District Board of Trustees Meeting

A. 2004-2005 Board of Trustee Goals and Evaluation

Each year the Board of Trustees establishes goals and evaluates its performance on the previous year's goals. The Board of Trustees' remarks are publicly presented and members of the Board may discuss, amend or delete the recommended goals for the forthcoming year.

- I. New Trustee Orientation
 - A. Consider assigning or referring a mentor.
 - B. Help new Trustee strengthen links to external community.
 - C. Encourage new Trustee to seek Trustee educational opportunities.
 - D. Encourage CEO availability to new Trustee.

- II. Effect implementation of the November 5, 2002 Measure E successful bond election.
 - A. Update College Facilities Master Plan.
 - B. Implement construction program.
 - C. Monitor and approve construction program.

- III. Participate in community activities and events and bring observations to the Board for policy issues.
 - A. Attend events in the community.
 - B. Speak to community groups.
 - C. Make Board presentations.
 - D. Bring copies of community events and activities to other Board members.

- IV. Participate in the operation of the College at Board Meetings.
 - A. Speak freely and openly on policy issues.
 - B. Solicit opinions of fellow Board members.
 - C. Present ideas during discussion section of Board Meetings.

- V. Continue a Trustee education program.
 - A. Attend a conference on Trustee responsibilities.
 - B. Submit materials from various sources to fellow Trustees.
 - C. Read Trustee education materials send by various organizations.

**EL CAMINO COLLEGE BOARD OF TRUSTEES
SELF-EVALUATION QUESTIONNAIRE 2004-2005**

<u>Individual Trustees' appraisal of all members' activities.</u>	Strongly Agree	Agree	Disagree	Strongly Disagree	No Response
Priorities and Planning 1. Most of the issues occupying the Board's time and attention are directly related to the mission and goals of the institution.	LH	NJ, MC, PG	MC, BB		
2. All members of the Board have a clear understanding of the vision of the college.	LH	NJ, MC, PG			BB
3. All members of the Board can articulate the vision of the college to the diverse constituencies of the district.	LH	NJ, MC, PG			BB
Board and Chief Executive Officer Relations 1. The Board and CEO maintain optimum communications.	LH	NJ, MC, BB			PG
2. The roles of the CEO and the Board are clearly defined.	LH	NJ, MC, BB	PG		
3. Trustees keep the CEO well informed of contacts with the community.	BB	LH			NJ, MC, PG
4. Trustees keep the CEO well informed of contacts with college employees.	LH				NJ, MC, PG, BB
Board and College Relations 1. Trustees are knowledgeable about the college's history.	BB	LH, NJ, MC, PG			
2. Trustees are well versed concerning the college's strengths and weaknesses.	LH	NJ, PG, BB			MC
3. Trustees are knowledgeable about the mission of the college.	LH, PG	NJ, MC, BB			
4. The Board is sensitive to the concerns of students.	LH, BB	NJ	MC		PG
5. The Board is sensitive to the concerns of employees.	LH	NJ, BB	MC		PG
6. The Board supports the college by attending various events.	LH, NJ	BB	MC, PG		
Board and Community Relations 1. Trustees are well informed concerning the needs of the community.	LH	NJ, MC, BB			PG
2. Trustees fairly and assertively represent the communities they serve.	LH	NJ, MC, BB			PG
3. Trustees use their community ties to promote a positive image of the college	LH, NJ, BB	MC			PG
Board Agendas 1. The Board Agendas always focus on policy issues.	LH		MC, BB		NJ, PG
2. The Board Agendas always allow sufficient time and attention for discussion of legislative and state policy issues.	LH	NJ, MC, BB			PG
3. The Board Agendas are organized logically which facilitates efficient use of time.	LH, NJ, BB	MC, PG			

	Strongly Agree	Agree	Disagree	Strongly Disagree	No Response
Board Organization and Dynamics					
1. Definitions of the roles of the Board chair and other officers are clearly understood by the Trustees.	LH	NJ, MC, PG, BB			
2. The roles of the Board officers are conscientiously implemented.	LH	BB			NJ, MC PG
3. All public meetings of the Board are conducted in compliance with the Brown Act.	LH, NJ, MC, BB	PG			
Board Decision-Making Processes					
1. Trustees demonstrate respect for the opinions of others at Board meetings.	LH, NJ, BB	MC, PG			
2. Board meetings are structured to assure that all relevant information is considered before making a decision.	LH, NJ, BB	MC, PG			
3. Board members are provided with adequate information needed to fully understand the issues.	LH, NJ, BB	MC, PG			
Trustee Development and Education					
1. Board members (including the Student Trustee) receive a thorough orientation to their roles and responsibilities.	LH	NJ, MC, BB			PG
2. Board members have a thorough understanding of the district's mission and goals.	LH	NJ, MC, PG			BB
3. Board members are well informed and knowledgeable about legislative issues that may impact the college.	LH	MC, BB			NJ, PG
4. Board members are well informed and knowledgeable about state policy issues that may impact the college	LH	MC, BB			NJ, PG,
5. Information about important issues is readily shared among Board members.	LH, NJ	MC, PG BB			
Board Goals					
1. The Board prepares an annual set of written goals and objectives.	LH	BB	NJ		MC PG
2. The annual objectives of the Board are measurable	LH		NJ		MC PG, BB
3. The Board has a set of clearly defined performance standards.	LH	NJ	MC		PG, BB
4. The Board's goals and objectives are clearly communicated to the college community.	LH	NJ, MC, BB			PG
Board Evaluation					
1. The Board systematically identifies and reports its accomplishments.	LH	PG			NJ, MC BB
2. The Board provides ample opportunity for college employees and citizens of the community to evaluate its performance.	LH	NJ, BB	PG	MC	
3. The Board takes appropriate measures to assure that its self-evaluation is objective, impartial and constructive.	LH	NJ, PG, BB	MC,		

B. 2005-2006 Board of Trustee Goals and Evaluation

Each year the Board of Trustees establishes goals and evaluates its performance on the previous year's goals. The Board of Trustees' remarks are publicly presented and members of the Board may discuss, amend or delete the recommended goals for the forthcoming year.

- I. New Trustees Orientation
 - A. Consider assigning or referring a mentor.
 - B. Help new Trustees strengthen links to external community.
 - C. Encourage new Trustees to seek Trustee educational opportunities.
 - D. Encourage CEO availability to new Trustees.

- II. Effect implementation of the November 5, 2002 Measure E bond election.
 - A. Continue updating College Facilities Master Plan.
 - B. Implement construction program.
 - C. Monitor and approve construction program.

- III. Participate in community activities and events and bring observations to the Board for policy issues.
 - A. Attend events in the community.
 - B. Speak to community groups.
 - C. Make Board presentations.
 - D. Bring copies of community events and activities to other Board members.

- IV. Participate in the operation of the College at Board Meetings.
 - A. Speak freely and openly on policy issues.
 - B. Solicit opinions of fellow Board members.
 - C. Present ideas during discussion section of Board Meetings.

- V. Continue a Trustee education program.
 - A. Attend a conference on Trustee responsibilities.
 - B. Submit materials from various sources to fellow Trustees.
 - C. Read Trustee education materials send by various organizations.

C. Travel

It is recommended that the Board approve the following travel:

Community College League of California – 2006 Effective Trustee Workshop
Trustee Mary E. Combs, Trustee Ray Gen, Trustee Maureen O'Donnell, and
Student Trustee Philip Gomez, January 27-29, 2006, Sacramento, California, with transportation and necessary
expenses paid.