

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.

**Board of Trustees  
El Camino Community College District  
Agenda, Tuesday, February 17, 2004  
4:00 p.m.**

- I. Roll Call, Pledge of Allegiance to the Flag**
- II. Approval of Minutes of the Regular Board Meeting of January 20, 2004**
- III. Presentations – (none)**
- IV. Public Hearing – (none)**
- V. Consent Agenda – Recommendation of Superintendent/President, Discussion and Adoption**
  - A. Public Comment
  - B. Academic Affairs
    - See Academic Affairs Agenda, Page 1*
    - Student and Community Advancement
      - See Student & Community Advancement Agenda, Pages 1-9*
    - Administrative Services
      - See Administrative Services Agenda, Pages 1-21*
      - See Measure "E" Bond Fund Agenda, Pages 1-14*
      - See Human Resources Agenda, Pages 1-13*
      - ECCE Contract Posted with Electronic Agenda*
  - C. Superintendent/President
    - See Superintendent/President Agenda Page 1*
- VI. Committee of the Whole**
  - A. Public Comment
  - B. Establish Office of General Counsel
- VII. Public Agenda Request**
  - A. Public Comment
  - B. Resolution in Support of the Education Bond Measure (Proposition 55)
  - C. Resolution in Support of the Budget Accountability Act (Proposition 56)
  - D. Resolution in Support of the Economic Recovery Bond Act (Proposition 57)
  - E. Resolution in Support of the California Balanced Budget Act (Proposition 58)

## **VIII. Public Comment on Non-Agenda Items**

### **IX. Oral Reports**

- A. Board of Trustees Report
- B. President's Report
- C. Academic Senate Report

### **X. Closed Session**

- A. Complaints or Charges Against Employees, Brown Act Section 54957
  - 1. Complaints or Charges Against Employees – 2 cases
- B. Labor Relations, Brown Act Section 54957.8
  - 1. American Federation of Teachers,  
Local 1388

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**Agenda for the El Camino Community College District Board of Trustees  
from  
Academic Affairs  
Nadine Ishitani Hata, Ph.D., Vice President**

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**Page No.**

- A. International Education/Study Abroad Program – Summer 2004 ..... 1
- B. Travel – Cultural Exchange..... 1

**A. INTERNATIONAL EDUCATION/STUDY ABROAD PROGRAM – SUMMER 2004**

It is recommended that the Board approve an amendment in dates of the Italian Institute as follows:

From: June 10, 2004 – July 9, 2004  
To: June 12, 2004 – July 11, 2004

(Note: Originally Board approved on November 17, 2003.)

**B. TRAVEL – CULTURAL EXCHANGE**

It is recommended that the Board approve travel for Dr. Kathy Townsend and Dean Ron Way to visit Izumisano Sennan (IS) Nursing College in Osaka, Japan. This cultural exchange program, which involved the Nursing and Emergency Medical Technician (EMT) programs, was very successful and benefited faculty and students from both institutions. Approximately forty students from Japan visited the El Camino College (ECC) campus and participated in classes, field experiences at hospitals and ambulance ride-alongs in September and October 2003. Other activities included live broadcasts of a surgery from Japan to ECC, EMT classes from ECC to Japan, and interviews with nurses and paramedics to Japan. A similar exchange is under development for a new group of students, and Dr. Townsend and Dean Way have been invited to participate in the inauguration of this new class of students. Tentative travel dates are April 3, 2004 through April 10, 2004. The trip will be completely funded by the IS Nursing College.

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**Agenda for the El Camino Community College District Board of Trustees**  
**From**  
**Student and Community Advancement**  
**Patricia F. Caldwell, Ph.D., Vice President**

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B. Community Education Class – Spring 2004.....	2
C. Resolution – Child Development Center.....	2, 3
D. Board Policy 5015 – Residence Determination – First Reading.....	2, 4
E. Board Policy 5052 – Open Enrollment – First Reading.....	2, 5-6
F. Temporary Casuals Employment.....	2, 7-9

**A. FIELD TRIPS**

It is recommended that the Board approve the following student field trips for the El Camino College Language Academy, Career Center and Project Success. The purposes of the trips are to provide cultural enrichment, career orientation/exploration and university experience for students of El Camino College. Additional supervisory staff that maybe needed: Sara Vasquez, Lori Mukogawa, Ken Key, Ken Gaines, Elaine Moore, Stephanie Rodriguez, Bill Cooper, Terry Spearman, Lisa Raufman, Victoria Martinez, Carole Bush, Griselda Castro, Lori Losorelli, and Cheryl Beverly.

March 4, 2004 – Destyn LaPorte – Getty Museum, Los Angeles, California. Estimated students 32. Depart 11:30am; return 5:00pm. Transportation by bus.

March 5, 2004 – Sue Oda-Omori – California State University at Fullerton, Fullerton, California. Estimated students 15. Depart 7:00am; return 5:00pm. Transportation by van

March 5, 2004 – E. Elaine Moore – Loyola Marymount University, Los Angeles, California. Estimated students 35. Depart 9:00am; return 12:30pm. Transportation by bus.

March 11, 2004 – Sue Oda-Omori – Otis Arts College, Los Angeles, California. Estimated students 14. Depart 8:00am; return 5:00pm. Transportation by van.

March 19, 2004 – Sue Oda-Omori – California Arts College, Valencia, California. Estimated students 14. Depart 8:00am; return 5:00pm. Transportation by van.

March 26, 2004 – Sue Oda-Omori – Laguna College of Art, Laguna Beach, California. Estimated students 14. Depart 8:00am; return 5:00pm. Transportation by van.

March 26, 2004 – E. Elaine Moore – California State University at Dominguez Hills, Carson, California. Estimated students 35. Depart 9:00am; return 12:30pm. Transportation by bus.

April 16, 2004 – Sue Oda-Omori – University of California at Los Angeles, Los Angeles, California. Estimated students 14. Depart 8:00am; return 5:00pm. Transportation by van.

**B. COMMUNITY EDUCATION – SPRING 2004**

It is recommended that the Board approve the following instructors as substitutes to be hired on an as-needed basis for Community Education Conversational Spanish classes. Instructors to be paid as follows: 50% of the revenue collected for student enrollments after a 30% overhead fee is deducted from the gross amount of enrollment fees collected:

Jerry de los Rios, Gregory James Schwartz, Nelly Rodriguez  
Celina Rivas, Carolina Perez, Maria Elsa Gonzalez

**C. RESOLUTION – CHILD DEVELOPMENT CENTER**

It is recommended that the Board approve the Resolution as shown on page 3, which comes from the California State Department of Education for the purpose of purchasing instructional materials and supplies for the Child Development Program. Funds will be spent no later than June 30, 2004 (as required by the contract), and will not exceed \$624. During fiscal year 2003/2004, the District will be required to sign various documents regarding this contract. This Resolution entitles appropriate District personnel to initiate and authorized required transactions.

**D. BOARD POLICY 5015 – RESIDENCE DETERMINATION – First Reading**

It is recommended that the Board approve Board Policy 5015 – Residence Determination for First Reading as shown on page 4.

**E. BOARD POLICY 5052 – OPEN ENROLLMENT – First Reading**

It is recommended that the Board approve Board Policy 5052 – Open Enrollment for First Reading as shown on page 5-6.

**F. TEMPORARY CASUALS EMPLOYMENT**

It is recommended that the Board authorize employment of the following temporary Casual employees, subject to funding, as shown on pages 6-8.

**RESOLUTION – CHILD DEVELOPMENT CENTER**

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Students shall be classified at the time of each application for admission or registration as a resident or nonresident student.

A resident is any person who has been a bona fide resident of California for at least one year on the residence determination date. The residence determination date shall be the day immediately preceding the first day of a semester, or winter or summer session, for which the student applies to attend.

Residence classification shall be made for each student at the time application for admission is accepted or registration occurs and whenever a student has not been in attendance for more than one semester. A student previously classified as a nonresident may be reclassified as of any residence determination date.

The residency of students 18 years of age or older is determined as described above. The residency of the student under age 18 is determined by the legal residence of the parents or legal guardian as defined by law unless the student is married or emancipated.

Undocumented persons who have met all the provisions of AB540 and all other relevant laws and regulations and the policies and procedures of El Camino College shall be admitted as though they were California residents for the purpose of paying fees. Undocumented persons meeting the qualifications of AB540 will receive no other financial benefits unless allowed by law.

The District shall require students to provide documentation to the District to establish their qualification under AB 540.

The Superintendent / President or designee shall establish procedures to assure that residence determinations are made in accordance with Education Code and Title 5 regulations.

Reference: Education Code Sections 68040, 76140

Title 5, section 54000, et seq.

El Camino College  
Policy

Adopted:

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**February 17, 2004**

**Student & Community Advancement – Page 4**

All courses, course sections, and classes of the District shall be open for enrollment to any person who has been regularly admitted to the college. Enrollment may be subject to any priority system established. Enrollment may be limited to students meeting properly validated prerequisites and co-requisites, or due to other practical considerations such as exemptions set out in statute or regulation.

The Superintendent/President shall assure that this policy is published in the catalog(s) and schedule(s) of classes.

El Camino College  
Policy  
Adopted:  
Replaces Board Policy 6127

This page left intentionally blank, old Board policy 6127 not available electronically.

1. Ruben Avila—Bookstore Aide II, \$6.75 per hour, 7:30 a.m. to 4:30 p.m. (varies), Monday through Friday (varies), effective January 20, 2004 through June 30, 2004, Bookstore, Administrative Services Area, to perform merchandise receiving, stocking shelves and sales floor assistance. Funding by Bookstore Funds.
2. Marsha Bernard—Program Assistant II, \$9.00 per hour, 7:30 a.m. to 4:30 p.m. (varies), Monday through Friday (varies), effective January 20, 2004 through June 30, 2004, Bookstore, Administrative Services Area, to perform data entry, shipping & receiving merchandise, stocking shelves and sales floor assistance. Funding by Bookstore Funds.
3. Myisha Blackman-Interpreter V, \$25.75 per hour, 7:00am-10:00pm (varies), Sunday-Saturday (varies), effective February 17, 2004 through June 30, 2004, Special Resources Center, Health Sciences & Athletics, Academic Affairs Area, to provide accommodations for students with disabilities in accordance with Title 5, DSPS Regulations, Section 56026. Funded by District and DSPS funds.
4. Irene E. Cowley--Professional II (Instructor), \$33.00 per hour. No more than four hours per week for six weeks: Tuesday 7:00 p.m. to 9:00 p.m. and Thursdays 7:00 p.m. to 9:00 p.m., effective February 24, 2004 through June 30, 2004, ECLA/Workforce Education, Community Advancement, Student and Community Advancement Area, to teach TOEFL preparation Evening Class through Community Education. Funded by ECLA Income Account.
5. Brian Diamond—Sign Language Interpreter III, \$21.75 per hour, 7:00 a.m. - 10:00 p.m. (varies), Sunday through Saturday (varies), effective February 17, 2004 through June 30, 2004, Special Resource Center, Health Sciences & Athletics, Academic Affairs Area, to provide accommodations for students with disabilities in accordance with Title 5, DSPS Regulations, Section 56026. Funding by Special Resource Center and DSPS funds.
6. Christopher Haanpaa – Police Cadet I, \$8.00 per hour, 8:00am – 12 noon, Monday and Wednesday, Campus Police, Administrative Services Area, to provide Police Cadet services. Funded by Fund 12 Parking Funds.
7. Bret Hartung—Teacher’s Assistant IV (Art Gallery Installer), \$11.50 per hour, 10:00 a.m. to 5:30 p.m. (varies), Monday through Friday (varies), effective February 18, 2004 through June 30, 2004, Art Gallery, Fine Arts, Academic Affairs Area to setup and take down art exhibits at the Art gallery. Funding by District funds.
8. Linda Inouye—Program Assistant II, ~~\$8.00~~ \$9.00 per hour, 7:30 a.m. to 4:00 p.m. (varies), Monday through Friday (varies), effective January 21, 2004 through June 30, 2004, Bookstore, Administrative Services Area, to assist customers in Art & Drafting area during rush periods. Funded by Bookstore Funds. (Previously Board approved January 20, 2004).

9. Melissa Juarez—Program Assistant I, \$8.00 per hour, 7:00 a.m. to 10:00 p.m. (varies), Sunday through Saturday (varies), February 18, 2004 through June 30, 2004, Special Resource Center, Health Sciences & Athletics, Academic Affairs Area, to provide accommodations for students with disabilities in accordance with Title 5, DSPS Regulations, Section 56026. Funding by Special Resource Center and DSPS funds.
10. Maria Ramirez-- Program Assistant I, \$8.00 per hour, 7:00 a.m. to 10:00 p.m. (varies), Sunday through Saturday (varies), February 18, 2004 through June 30, 2004, Special Resource Center, Health Sciences & Athletics, Academic Affairs Area, to provide accommodations for students with disabilities in accordance with Title 5, DSPS Regulations, Section 56026. Funded by Special Resource Center and DSPS funds.
11. Valerie Rodrigues—Assistant House Manager, \$8.50 per hour, 6:00 a.m. to 12:00 a.m. (varies), Monday through Sunday (varies), February 20, 2004 through June 30, 2004, Center For The Arts, Fine Arts, Academic Affairs Area, to assist the House Manager in preparing facility for events and providing customer service for each event including ushering, ticket taking, etc. Funding by District and Fund 12.
12. Rich Segal-- Program Assistant II, \$9.00 per hour, 7:30 a.m. to 4:30 p.m. (varies), Monday through Friday (varies), effective January 20, 2004 through June 30, 2004, Bookstore, Administrative Services Area, as Bookstore Cashier and sales floor assistant. Funded by Bookstore Funds.
13. Kazuko Tatsumi-- Program Assistant II, ~~\$8.00~~ \$9.00 per hour, 7:30 a.m. to 4:00 p.m. (varies), Monday through Friday (varies), effective January 21, 2004 through June 30, 2004, Bookstore, Administrative Services Area, as Bookstore Cashier and sales floor assistant. Funded by Bookstore Funds. (Previously Board approved January 20, 2004)
14. Lynette Vickers—Sign Language Interpreter V, \$25.75 per hour, 7:00 a.m. - 10:00 p.m. (varies), Sunday through Saturday (varies), effective February 17, 2004 through June 30, 2004, Special Resource Center, Health Sciences & Athletics, Academic Affairs Area, to provide accommodations for students with disabilities in accordance with Title 5, DSPS Regulations, Section 56026. Funded by District and DSPS funds.
15. Jean Welsome--Paraprofessional, \$13.00 per hour, 7:00 a.m. to 9:00 p.m. (varies), Monday through Friday (varies), effective February 18, 2004 through June 30, 2004, Community Education, Community Advancement, Student and Community Advancement Area, to proofread and edit Community Education brochure drafts, press releases and promotional material. Funded by Community Education Income.

16. Amy Westbrook—Program Assistant I, \$8.00 per hour, 7:30 a.m. to 4:00 p.m. (varies), Monday through Friday (varies), effective February 20, 2004 through June 30, 2004, Bookstore, Administrative Services Area, cashiering and sales floor assistance. Funded by Bookstore Funds.
17. Lisa Yaguchi--Paraprofessional, \$15.00 per hour, 7:30 a.m. to 4:30 p.m. (varies), Monday through Friday (varies), effective February 18, 2004 through June 30, 2004, Career Placement Services, Community Advancement, to assist with the casual and student employment paperwork and to provide coverage for the front counter. Funding source is Account 11-52120-00-647000-6417.

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

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E. New Board Policy – First Read .....	3
F. Declaration of Surplus Property .....	5
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**A. AB 2910 - QUARTERLY FISCAL STATUS REPORTS**

It is recommended that the Board of Trustees receive the following Quarterly Financial Status Report for the quarter ending December 31, 2003.

AB 2910, Chapter 1486, Statutes of 1986, requires that California community college districts report quarterly on their financial condition.

Starting with the quarter ending September 30, 1987, and quarterly thereafter, districts are required to prepare a Quarterly Financial Status Report, certified for accuracy by the district chief executive officer and chief business officer, and present this report to the governing board. The report is to be reviewed by the District governing board at a regularly scheduled meeting and entered into the minutes of the meeting. Within five working days following the governing board meeting, the fiscal year status report and a copy of a report of the district's financial condition are to be submitted to the Chancellor's Office and the County Superintendent of Schools. The quarterly reports will be reviewed and districts will be notified if further action is necessary.

The report for December 31, 2003, is shown on the following Quarterly Financial Status Report.

**FISCAL YEAR 2003-04  
Quarter Ended (Q2) December 31,  
2003**

<u>General Fund</u>	<u>2003-04 Budget</u>	<u>Year-to-Date Actuals</u>	<u>Percentage</u>
<b>INCOME</b>			
Federal	\$ 3,300,201	\$ 268,015	8.12%
State	48,785,298	22,193,885	45.49%
Local	40,256,910	15,171,475	37.69%
Interfund Transfers	<u>350,000</u>	<u>0</u>	0%
Total Income	\$92,692,409	\$37,633,375	
<b>APPROPRIATIONS</b>			
Academic Salaries		\$15,854,115	41.46%
	\$38,238,321		
Classified Salaries	25,268,012	10,503,128	41.57%
Staff Benefits	15,308,115	7,602,528	49.66%
Supplies/Books	2,469,477	757,148	30.66%
Other Operating Expenses	10,401,833	4,675,945	44.95%
Capital Outlay	647,060	157,065	24.27%
Other Outgo	<u>705,500</u>	<u>246,042</u>	34.87%
Total Appropriations	\$93,038,318	\$43,598,712	



**B. CONTRACTS/PERSONAL SERVICE AGREEMENTS 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 agreements with the following contractors and that the Vice President - Administrative Services, or his designee, be authorized to execute the necessary documents.

**Department of Justice/Bureau of Prisons** – The Workplace Learning Resource Center (WpLRC) through contract with the state will provide vocational training to the inmate population at Victorville Federal Correction Institution in the areas of Business Mathematics, Machine Tool Technology, Metal Trades, Blueprint Reading, AutoCAD 10, and Advanced AutoCad. Dates of service: January 26, 2004 through September 30, 2004. Projected Income \$55,975; projected expenses \$39,183; projected net \$16,792. Account 12-55130-00-701000-6465. Requisition Number 29695.

**Northridge, California State University, (The University Corporation) – The El Camino Community College District’s Small Business Development Center, (SBDC) will deliver one-on-one consulting and technical assistance, referral and information dissemination, and provide business conferences and workshops to small business owners and prospective owners for the purpose of job creation and retention. Contract period January 1, 2003 through December 31, 2003. Projected income \$206,321; projected expenses \$206,321. Account #12-55130-00-709900-6422. Blanket Purchase Order (BPO) #67982.**

**C. BID AWARD - BID 2003-21/CENTRIFUGAL WATER CHILLERS**

It is recommended that the following contractor be awarded the agreement for centrifugal water chillers in accordance with the specifications, terms, and conditions of the above named project.

<u>P.O. #</u>	<u>Vendor</u>	<u>Bid Amount</u>
TBD	U.S. Air Conditioning Distributors, Inc. [5]	\$169,562.00 base bid amount, plus sales tax

Up to 3 (three) centrifugal water chillers will be ordered over a 5 (five) year period. The purchase of 2 (two) of the chillers will take place upon Board approval. Delivery of the two units is to be arranged. All bidders submitted a price modifier in their proposals to account for any price increases that occur during the next 5 (five) years.

Other Bidders: DMG Corporation, \$178,538.00 [did not respond to AA Status Code Form]; Trane Division of American Standard, \$186,432.00 [4].

“No Bid” Responses: None

Non-Responses: None

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Affirmative Action Status Codes: [1] Minority owned/Disadvantaged Business; [2] Women-owned business; [3] Small business enterprise [4]; Other [5]; None of the above; [8] Disabled Veteran enterprise

**D. CONTRACT AMENDMENT**

Parker & Covert – Provide legal representation/specific services as required by the District  
Date: 07/01/03 – 06/30/04. Cost ~~\$100,000~~ **\$200,000**. BPO #67584, account number 11-55713-679900-8102. Previously Board Approved July 21, 2003.

**E. NEW BOARD POLICY – FIRST READ**

It is recommended that the Board accept the following new Board policy for first read:

2716            Political Activity

This policy is shown below.

## **Board Policy 2716**

## **Political Activity**

Members of the Board shall not use District funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or any candidate, including any candidate for election to the governing board.

Reference:

Education Code Sections 7054; 7056; Government Code 8314

El Camino College  
Adopted:

February 17, 2004

Administrative Services – 4

**F. DECLARATION OF SURPLUS PROPERTY**

It is recommended that the Board of Trustees approve the appropriate disposition of the following property. Education Code Sections 81450 through 81460 and Board Policy 6550 provide the method and manner of disposal of personal property no longer required or suitable for District use.

**EL CAMINO COLLEGE SURPLUS LIST**

**Date: January 20, 2004**

**Inventoried by: Ora Bryant**

<b>ECC #</b>	<b>Qty.</b>	<b>Description</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Serial #</b>	<b>Cond</b>
28349	1	PC	Mac	7600/132	N/A	4
28348	1	Monitor	Mac	7600/132	N/A	5
28350	1	Printer	Mac	7600/132	N/A	5
29801	1	Scanner	Mac	7600/132	N/A	5
30225	1	PC	Mac	7600/132	0019601	4
30204	1	PC	Tag Ram	P-2	0019630	4
30203	1	PC	Tag Ram	P-2	0019627	4
30224	1	PC	Tag Ram	P-2	0019606	4
30205	1	PC	Tag Ram	P-2	0019607	4
30211	1	PC	Tag Ram	P-2	0019614	4
30197	1	PC	Tag Ram	P-2	0019597	4
30230	1	PC	Tag Ram	P-2	0019625	4
30207	1	PC	Tag Ram	P-2	0019598	4
30198	1	PC	Tag Ram	P-2	0019636	4
30221	1	PC	Tag Ram	P-2	0019609	4
30200	1	PC	Tag Ram	P-2	0019628	4
30228	1	PC	Tag Ram	P-2	0019621	4
30206	1	PC	Tag Ram	P-2	0019593	4
30217	1	PC	Tag Ram	P-2	0019617	4
30209	1	PC	Tag Ram	P-2	0019610	4
30208	1	PC	Tag Ram	P-2	0019631	4
30227	1	PC	Tag Ram	P-2	0019608	4
30214	1	PC	Tag Ram	P-2	0019631	4
30201	1	PC	Tag Ram	P-2	0019596	4
30196	1	PC	Tag Ram	P-2	0019622	4
30169	1	PC	Tag Ram	P-2	0019611	4
30191	1	PC	Tag Ram	P-2	0019626	4
30223	1	PC	Tag Ram	P-2	0019623	4
30212	1	PC	Tag Ram	P-2	0019632	4
30195	1	PC	Tag Ram	P-2	0019602	4
30220	1	PC	Tag Ram	P-2	0019635	4

30194	1	PC	Tag Ram	P-2	0019615	4
30219	1	PC	Tag Ram	P-2	0019613	4
30170	1	PC	Tag Ram	P- 2	0019629	4
30192	1	PC	Tag Ram	P- 2	0019595	4
30215	1	PC	Tag Ram	P- 2	0019618	4
30222	1	PC	Tag Ram	P- 2	0019603	4
30210	1	PC	Tag Ram	P- 2	0019599	4
30226	1	PC	Tag Ram	P- 2	N/A	4
26767	1	PC	Ocean	P- 2	90E0705	4
N/A	1	PC	Ocean	P 1	N/A	4
27647	1	PC	Infinity	P 1	X034883	4
26771	1	PC	Ocean	P 1	90E723	4
26764	1	PC	Ocean	P 1	90E726	4
28837	1	PC	New Tech	P 1	9713	4
27649	1	PC	Infinity	P 1	X034880	4
N/A	1	PC	Dell	P 1	N/A	4
29289	1	PC	Micron	P 1	0018	4
29320	1	PC	Dell	P 200	D3HT0	4
28301	1	PC	Dell	P 166	71K2T	4
30558	1	PC	MIS	P 2	2391	4
28305	1	PC	Dell	P 133	71K2X	4
29285	1	PC	Micron	P 200	0012	4
03869	1	PC	Aopen	P 1	N/A	4
28800	1	PC	New	P 1	2497	4
6432	1	PC	Tag Ram	P 1	0019467	4
29290	1	PC	Micron	P 200	006	4
3447	1	Printer Laser	HP	LJ 2	3447	4
28681	1	Printer Ink Jet	HP	870	2127	4
29821	1	Printer Ink Jet	HP	890	G0BR	4
28915	1	Printer Ink Jet	HP	820	C0HY	4
29830	1	Printer Ink Jet	HP	895	G0XQ	4
30147	1	Printer Ink Jet	HP	890	N/A	4
28118	1	Power Supply	Tripp Lite	1400	N/A	4
N/A	169	Tables	N/A	N/A	N/A	4
N/A	136	Chairs	N/A	N/A	N/A	5
N/A	507	Tablet Chairs	N/A	N/A	N/A	5

N/A	30	Wooden table	N/A	N/A	N/A	5
28587	1	CPU	Dell	GXI	984DM	4
6268	1	CPU	Dell	GXI	974CY	4
28495	1	CPU	Dell	GXI	90B65	4
0157	1	CPU	MIS	P 2	2397	4
2380	1	CPU	GST	P 1	N/A	4
0563	1	CPU	Dell	P 2	8YFDE	4
28559	1	CPU	Ocean	P 1	101054	4
2699	1	CPU	Tag Ram	P 1	19080	4
28494	1	CPU	Dell	Opti Plex	90B5B	4
1551	1	CPU	Dell	N/A	97624	4
29293	1	CPU	Micron	P 1	001594	4
2125	1	CPU	Infinity	P 1	N/A	4
6927	1	CPU	Tag Ram	P 1	92965	4
3138	1	CPU	Tag Ram	P 1	18998	4
3157	1	CPU	Tag Ram	P 1	188974	4
29291	1	CPU	Micron	P 1	00003	4
29295	1	CPU	Micron	P 1	0015	4
28535	1	CPU	Ocean	P 1	5059	4
29281	1	CPU	Micron	P 1	5059	4
29288	1	CPU	Micron	P 1	0009	4
28117	1	CPU	Triplite	P 1	0002	4
N/A	1	CPU	Triplite	BC 400	N/A	4
26291	1	Oscope	Teletronxx	2235A	B011351	5
27119	1	Panel	Sharp	QA50	17814	5
17084	1	Oscope	Teletronxx	T927	15461	5
14387	1	Oscope	Teletronxx	T927	N/A	5
15461	1	Oscope	Teletronxx	T927	N/A	5
16822	1	Transcriber	Sanyo		AV 2316	5
16876	1	Transcriber	Sanyo		AV 2302	5
16877	1	Transcriber	Sanyo		AV 2301	5
16879	1	Transcriber	Sanyo		AV 2303	5
16880	1	Transcriber	Sanyo	N/A	AV 2304	5
16881	1	Transcriber	Sanyo	N/A	AV 2305	5
16883	1	Transcriber	Sanyo	N/A	AV 2306	5
17888	1	Transcriber	Sanyo	N/A	AV 2300	5
17890	1	Transcriber	Sanyo	N/A	AV 2299	5
17891	1	Transcriber	Sanyo	N/A	AV 2322	5
17893	1	Transcriber	Sanyo	N/A	AV 2323	5
17894	1	Transcriber	Sanyo	N/A	AV 2321	5
17895	1	Transcriber	Sanyo	N/A	AV 2314	5
17896	1	Transcriber	Sanyo	N/A	AV 2315	5

17897	1	Transcriber	Sanyo	N/A	AV 2309	5
17899	1	Transcriber	Sanyo	N/A	AV 2320	5
17900	1	Transcriber	Sanyo	N/A	AV 2313	5
17901	1	Transcriber	Sanyo	N/A	AV 2311	5
17902	1	Transcriber	Sanyo	N/A	AV 2311	5
17903	1	Transcriber	Sanyo	N/A	AV 2308	5
17904	1	Transcriber	Sanyo	N/A	AV 2355	5
17906	1	Transcriber	Sanyo	N/A	AV 2354	5
17908	1	Transcriber	Sanyo	N/A	AV 2310	5
17909	1	Transcriber	Sanyo	N/A	AV 2319	5
17910	1	Transcriber	Sanyo	N/A	AV 2357	5
17911	1	Transcriber	Sanyo	N/A	AV 2318	5
17913	1	Transcriber	Sanyo	N/A	AV 2355	5
18408	1	Typewriter	IBM	N/A	4516088	5
17397	1	Typewriter	IBM	N/A	N/A	5
28657	1	CPU	Dell	GXI	9745R	5
5587	1	French Horn	King	1159	395298	5
2121	1	French Horn	King	1159	356498K2	5
5627	1	Baritone Horn	Olds	Ambassador	418934	5
6085	1	Baritone Horn	Olds	Ambassador	464502	5
8886	1	Trombone	Conn	5626	N16714	5
8887	1	Trombone	Conn	5626	N16744	5
N/A	1	Timpani	Leedy	N/A	27511	5
N/A	1	Timpani	Leedy	N/A	27516	5
6415	1	Vibraphone	Musser	45	3896	4
23894	1	CD player	N/A	Yamaha	M5588888	5
000169	1	O' Scope	Tektronix	2215A	B017511	5
000164	1	O' Scope	Tektronix	2215A	B017637	5
000183	1	O' Scope	Tektronix	2215A	B032672	5
000173	1	O' Scope	Tektronix	2215A	B016945	5
30175	1	CPU	N/A	N/A	N/A	5
30476	1	PC	Mis	P 2	782078	5
1916	1	PCU	Tag Ram	P 2	19301	4
2647	1	PCU	Tag Ram	P 2	18979	4
2543	1	PCU	Tag Ram	P 2	19022	4

2631	1	PCU	Tag Ram	P 2	18980	4
3251	1	PCU	Tag Ram	P 2	19012	4
3256	1	PCU	Tag Ram	P 2	19027	4
3245	1	PCU	Tag Ram	P 2	19024	4
2636	1	PCU	Tag Ram	P 2	19038	4
2637	1	PCU	Tag Ram	P 2	19031	4
3259	1	PCU	Tag Ram	P 2	18985	4
2629	1	PCU	Tag Ram	P 2	18989	4
3252	1	PCU	Tag Ram	P 2	19013	4
2645	1	PCU	Tag Ram	P 2	19040	4
2635	1	PCU	Tag Ram	P 2	18976	4
2633	1	PCU	Tag Ram	P 2	18972	4
2647	1	PCU	Tag Ram	P 2	18988	4
2634	1	PCU	Tag Ram	P 2	18982	4
2640	1	PCU	Tag Ram	P 2	19056	4
2628	1	PCU	Tag Ram	P 2	18984	4
2627	1	PCU	Tag Ram	P 2	18993	4
3282	1	PCU	Tag Ram	P 2	19011	4
28965	1	PCU	Apple	Mac	XB730VEA6 W	4
26292	1	Printer	HP	HP II	002885	4
27577	1	Printer	HP	HP II	5448	4
23099	1	Printer	HP	HP II	00469	4
27045	1	Printer	HP	HP II	3043JE7539	4
2646	1	P C	Tag Ram	P 2	19063	4
1915	1	P C	Tag Ram	P 2	19314	4
N/A	1	P C	Tag Ram	P 2	19312	4
1905	1	P C	Tag Ram	P 2	19321	4
1906	1	P C	Tag Ram	P 2	19349	4
1908	1	P C	Tag Ram	P 2	19326	4
N/A	1	P C	Tag Ram	P 2	19450	4
N/A	1	P C	Tag Ram	P 2	19293	4
N/A	1	P C	Tag Ram	P 2	19298	4
1909	1	P C	Tag Ram	P 2	19318	4
1911	1	P C	Tag Ram	P 2	19310	4
1913	1	P C	Tag Ram	P 2	19300	4
1912	1	P C	Tag Ram	P 2	19323	4
2638	1	P C	Tag Ram	P 2	19014	4
3246	1	P C	Tag Ram	P 2	19055	4
2649	1	P C	Tag Ram	P 2	18992	4
1916	1	P C	Tag Ram	P 2	19301	4
30476	1	P C	Tag Ram	P 2	7852078	4
29171	1	P C	Tag Ram	P 2	CDDYL	4
00661	1	P C	Tag Ram	P 2	21454	4



3						
006659	1	P C	Tag Ram	P 2	19411	4
28586	1	P C	Tag Ram	P 2	97KP9	4
28746	1	P C	Tag Ram	P 2	973Q2	4
28896	1	P C	Dell	P 1		4
30745	1	P C	Dell	P 1		4
30743	1	P C	Dell	P 1		4
30330	1	P C	Dell	P 1		4
30863	1	Printer	HP	610CL	MX57140G1	4
N/A	1	Note Book	Austin	4PN486C	0040951057	4
29764	1	Printer	H P	660C	SG50T1B06 F	4
28490	1	Scanner	HP	N/A	SG68T21	5
28681	1	Printer	HP	C4555A	U573Q1212 7	5
28349	1	P C	Mac	N/A	N/A	4
28348	1	Monitor	Mac	N/A	N/A	4
28350	1	Printer	Mac	N/A	N/A	5
29801	1	Scanner	Mac	N/A	N/A	5
N/A	1	CPU	Sun Tech	N/A	N/A	5
28934	1	Laptop	Toshiba	PA1230U- S6C	01763516	4
30030	1	Monitor	Phillips	N/A	12533876	4
30027	1	Printer	Epson	N/A	ASD0034600	4
30029	1	Monitor	Phillips	N/A	12533869	4
002339	1	P C	Apple	N/A	XB8481400L4	4
26953	1	Monitor	Apple	N/A	M105157TDT0	4
8032	1	Typewriter	IBM	1960S	N/A	4
23781	1	Typewriter	Apple	Writer II	CAB3026FXM6000	5
6760	1	Illuminator	Hubbard	N/A	N/A	5
002334	1	Scanner	Mirage	Mirage II	H5R00IA000756	5
29775	1	Monitor	Apple	POWER pc	S05440HD5RV	5
28675	1	Monitor	Apple	POWER pc	TY716AG89PS	5
28677	1	Monitor	Apple	POWER pc	TY7169TD9PS	5
27948	1	Monitor	Apple	N/A	SG33109JDD21	4
27947	1	Monitor	Apple	N/A	SG32916021	4
006446	1	CPU	IBM	Riscs System	MS7006262605186	5

00644 3	1	CPU	IBM	Riscs System	MS70062605455	5
00644 4	1	CPU	IBM	Riscs System	MS70062605807	5
00644 2	1	CPU	IBM	7043	MS70062604987	5
00643 9	1	CPU	IBM	Riscs System	AN07043140	5
00646 2	1	CPU	IBM	Riscs System	MS70062605009	5
00646 1	1	CPU	IBM	Riscs System	MS70062605523	5
27379	1	Printer	Apple	N/A	B6251261121	5
1175	1	Recorder	Sony	N/A	N/A	5
00316 5	1	Typewriter	IBM	674X	6746110748230	5
25289	1	Speedcote	Daige	N/A	N/A	5
30245	1	CPU	Dell	XPS- D300	N/A	5
00060 6	1	CPU	Dell	XPS- D233	N/A	5
00617	1	CPU	Dell	XPS- D233	N/A	5
00635 4	1	CPU	Dell	XPS- D266	N/A	5
00626 2	1	CPU	Dell	XPS- D266	N/A	5
00118 6	1	CPU	Dell	XPS- D300	N/A	5
00636 3	1	CPU	Dell	XPS- D266	N/A	5
00050 4	1	CPU	Dell	XPS- D266	N/A	5
00219 4	1	CPU	Dell	XPS- D233	N/A	5
00636 1	1	CPU	Dell	XPS- D266	N/A	5
00062 2	1	CPU	Dell	XPS- D233	N/A	5
00057 1	1	CPU	Dell	XPS- D300	N/A	5
00229 5	1	CPU	Dell	XPS- D233	N/A	5
00367	1	P C	A-OPEN	N/A	N/A	5

0						
3847	1	Lamp	N/A	N/A	N/A	4
6925	1	Lamp	Splinder	N/A	N/A	4
11763	1	Counter	Fluke	1900A	3217	4
3997	1	Generator	Cenco	N/A	N/A	4
20581	1	Generator	V 18	WA504B	1330186	4
14954	1	Generator	V 18	WA504B	7360	4
14955	1	Generator	V 18	WA504B	7364	4
20582	1	Generator	V 18	WA504B	1289201	4
158	1	O'Scope	Teletranxx	T9277	N/A	4
003689	1	Printer	BOCA	51728	Mini Plus 21	4
003687	1	Printer	BOCA	51727	Mini Plus 21	4
003686	1	Printer	BOCA	51732	Mini Plus 21	4
003685	1	Printer	BOCA	51730	Mini Plus 21	4
003688	1	Printer	BOCA	51731	Mini Plus 21	4
3997	1	Scale	Cenco	N/A	N/A	4
9648	1	Scale	Sartorius	N/A	N/A	4
9649	1	Scale	Santonus	1106	71203	4
3560	1	Pendulum	Welch	N/A	N/A	4
3557	1	Pendulum	Welch	N/A	N/A	4
3562	1	Pendulum	Welch	N/A	N/A	4
3561	1	Pendulum	Welch	N/A	N/A	4
3558	1	Pendulum	Welch	N/A	N/A	4
27625	1	Computer	Digital Design	N/A	1005EL4	4
27624	1	Computer	Digital Design	N/A	1005EL6	4
27626	1	Computer	Digital Design	N/A	1005EL8	4
168	1	Oscilloscope	Teletmix	2213	N/A	4
179	1	Oscilloscope	Teletmix	2213	N/A	4
170	1	Oscilloscope	Teletmix	2213	N/A	4
182	1	Oscilloscope	Teletmix	2213	N/A	4
171	1	Oscilloscope	Teletmix	2213	N/A	4
2612	1	Computer	Tag Ram	N/A	19037	4
2623	1	Computer	Tag Ram	N/A	19007	4
2611	1	Computer	Tag Ram	N/A	19026	4
2613	1	Computer	Tag Ram	N/A	19050	4
3263	1	Computer	Tag Ram	N/A	19008	4
2618	1	Computer	Systems	N/A	19032	4
28886	1	Computer	New Tech	N/A	4795	4

29305	1	Computer	New Tech	N/A	2547	4
29154	1	Computer	Powerhouse	N/A	N/A	4
29623	1	Computer	Aler	N/A	N/A	4
1576	1	Computer	Micron	N/A	N/A	4
28311	1	Computer	New Tech	N/A	N/A	4
28598	1	Computer	Dell	N/A	N/A	4
28384	1	Computer	Dell	N/A	N/A	4
29915	1	Computer	New Tech	N/A	N/A	4
28633	1	Computer	Dell	N/A	N/A	4
29728	1	Scanner	Micro Trek	N/A	N/A	4
003012	1	Computer	Tag Ram	0019243	N/A	4
000403	1	Computer	Dell	973NW	N/A	4
29880	1	Computer	Gateway	E1000N	0010133938	4
28865	1	Computer	New Tech	N/A	00876930625974	4
29358	1	Computer	Gateway	N/A	0009338874	4
29375	1	Computer	Gateway	E3000N	0009338874	4
29366	1	Computer	Gateway	FP5200	0009338870	4
28851	1	Computer	New Tech	N/A	8768206249729	4
001883	1	Computer	Dell	XL590	5F3PP	4
29622	1	Computer	Acer	MMX	N/A	4
30628	1	Computer	MIS	PII	N/A	4
29953	1	Computer	Dell	XPSD266	EJL9P	4
001918	1	Computer	Tagram	N/A	19327	4
1923	1	Computer	Tagram	N/A	19303	4
1922	1	Computer	Tagram	N/A	19899	4
1919	1	Computer	Tagram	N/A	19292	4
1929	1	Computer	Tagram	N/A	19306	4
1902	1	Computer	Tagram	N/A	19304	4
1921	1	Computer	Tagram	N/A	19313	4
1924	1	Computer	Tagram	N/A	19308	4
1920	1	Computer	Tagram	N/A	19328	4
1917	1	Computer	Tagram	N/A	19319	4
N/A	1	Computer	Tagram	N/A	19311	4
3011	1	Computer	Tagram	N/A	19256	4
3029	1	Computer	Tagram	N/A	19273	4
3016	1	Computer	Tagram	N/A	19249	4
3015	1	Computer	Tagram	N/A	19242	4
3046	1	Computer	Tagram	N/A	19363	4
3017	1	Computer	Tagram	N/A	19263	4
3019	1	Computer	Tagram	N/A	19259	4
2608	1	Computer	Tagram	N/A	19006	4
2625	1	Computer	Tagram	N/A	18995	4
2621	1	Computer	Tagram	N/A	18996	4
2622	1	Computer	Tagram	N/A	18999	4

2605	1	Computer	Tagram	N/A	19017	4
2615	1	Computer	Tagram	N/A	19050	4
2619	1	Computer	Tagram	N/A	19000	4
2570	1	Computer	Tagram	N/A	19067	4
2620	1	Computer	Tagram	N/A	19004	4
2616	1	Computer	Tagram	N/A	19049	4
2624	1	Computer	Tagram	N/A	18991	4
2604	1	Computer	Tagram	N/A	19028	4
2610	1	Computer	Tagram	N/A	18973	4
2006	1	Computer	Tagram	N/A	18997	4
2617	1	Computer	Tagram	N/A	19041	4
2559	1	Computer	Tagram	N/A	19097	4
2561	1	Computer	Tagram	N/A	19101	4
2609	1	Computer	Tagram	N/A	18978	4
001926	1	Computer	Tagram	N/A	0019302	4
002630	1	Computer	Tagram	N/A	0019044	4
002558	1	Computer	Tagram	N/A	0019099	4
003040	1	Computer	Tagram	N/A	0019262	4
003057	1	Computer	Tagram	N/A	0019253	4
003054	1	Computer	Tagram	N/A	0019315	4
001910	1	Computer	Tagram	N/A	0019297	4
001914	1	Computer	Tagram	N/A	0019093	4
003255	1	Computer	Tagram	N/A	0019108	4
002560	1	Computer	Tagram	N/A	0019295	4
001928	1	Computer	Tagram	N/A	0019279	4
007059	1	Computer	Tagram	N/A	19252	4
003025	1	Computer	Tagram	N/A	19246	4
003041	1	Computer	Tagram	N/A	19305	4
001925	1	Computer	Tagram	N/A	19271	4
003053	1	Computer	Tagram	N/A	19284	4
003058	1	Computer	Tagram	N/A	18994	4
003247	1	Computer	Tagram	N/A	19241	4
003013	1	Computer	Tagram	N/A	19276	4
003039	1	Computer	Tagram	N/A	19040	4
2607	1	Computer	Tagram	N/A	0019269	4
3019	1	Computer	Tagram	N/A	19243	4
3010	1	Computer	Tagram	N/A	19232	4
2535	1	Printer	Apple	Laser Printer	BG328001120	4
29107	1	Computer	Apple	6216CD	XB413HEM258	4
29783	1	Computer	Apple	6100	XB8250EJC4	4
29794	1	Computer	Apple	G3	XB82511REY4	4
29766	1	Computer	Apple	G3	XB8250T5CY4	4
29781	1	Computer	Apple	G3	XB82507HCY4	4

29767	1	Computer	Apple	N/A	XB825OPRCU4	4
29782	1	Computer	Apple	N/A	XB825046044	4
29739	1	Computer	Apple	7100	XBFC54105J44H	4
29771	1	Computer	Apple	G3	XB82510KEY4	4
29796	1	Computer	Apple	N/A	XB8250XACY4	4
29787	1	Computer	Apple	N/A	XB8250XMET4	4
29769	1	Computer	Apple	N/A	XB825QZCY4	4
29785	1	Computer	Apple	N/A	XB8250KKCY4	4
29792	1	Computer	Apple	N/A	XB8250E1CY4	4
29762	1	Computer	Apple	N/A	XB8250T4CY4	4
29776	1	Computer	Apple	N/A	XB82514YJC44	4
29789	1	Computer	Apple	N/A	XB825141CCY4	4
29762	1	Computer	Apple	N/A	XB8250T4CY4	4
29776	1	Computer	Apple	N/A	XB82514YJC44	4
29789	1	Computer	Apple	N/A	XB825141CCY4	4
29780	1	Computer	Apple	N/A	XB82504YPCY4	4
29763	1	Computer	Apple	N/A	XB8250TTCY4	4
29790	1	Computer	Apple	N/A	XB82514QCY4	4
2588	1	Computer	Apple	N/A	FC541ZEU3FX	4
29781	1	Computer	Apple	N/A	XB825047CY4	4
29786	1	Computer	Apple	N/A	XB8251MJC44	4
29784	1	Computer	Apple	N/A	XB825117CY4	4
29791	1	Computer	Apple	N/A	XB8250TNCY4	4
28595	1	CPU	Dell	Optiplex	97KQN	4
28583		CPU	New Tech	Optiplex	97KVL	4
28741		CPU	Sys-tech	Pentium	475538	4
29207		CPU	Sys-tech	Pentium	521468	4
29219		CPU	Sys-tech	Pentium	S21473	4
29199		CPU	Dell	Pentium	S21459	4
000767		CPU	Dell	XPSM200S	8D88W	4
29626	1	CPU	Dell	XPS M200	EGYBS	4
2958	1	CPU	Dell	XPS D233	EGYCW	4
29954	1	CPU	Dell	XPS D266	EJLB6	4
29428	1	CPU	Dell	XPS D266	DYC74F	4
29411	1	CPU	Dell	XPSM233S	DRR9K	4
29585	1	CPU	Dell	XPSD233	EGYC8	4
29637	1	CPU	Dell	P166V	9839Y	4
28828	1	CPU	New Tech	Pentium	479419	4
28826	1	CPU	Micron	Pentium	479438	4
29287	1	CPU	Micron	Pentium	1110227000	4
29283	1	CPU	Dell	Pentium	111022700	4
29951	1	CPU	Dell	XPS D266	EJL9Q	4
003927	1	CPU	Dell	Optiplex	C7547C7	4
30250	1	CPU	New Tech	Optiplex	URYF2	4

29616	1	CPU	New Tech	Pentium	067498062995 3	4
004095	1	CPU	New Tech	Pentium	492470	4
003876	1	CPU	New Tech	Pentium	9414637	4

\* **Condition:**      **1 = EXCELLENT (in working order)**    **2 = GOOD (needs repairs)**  
                           **3 = FAIR (needs minor repairs)**                **4 = POOR (no longer serviceable)**  
                           **5 = OBSOLETE (old and out-dated)**

G.    PURCHASE ORDERS

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

Run Date  
2/2/2004

**El Camino Community College District  
BOARD OF TRUSTEES PURCHASE ORDER LISTING**

**Meeting Date: 2-17-2004**

*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 be approved and that payment be authorized upon delivery and acceptance of the items ordered.*

P.O. Number	Vendor Name	Site Name	Description	P.O. Cost
P0061457	American Express Travel	Fiscal Services	Transportation/ Mileage	\$119.20
P0061458	Sheraton Grand Sacramento	Presidents Office	Conferences Mgmt	\$305.52
P0061459	Accutek Media Services	Specialty Beverage	Non-Instructional Supplies	\$522.13
P0061460	Sitehosting	CITD Program Income	Multi Media Advertising	\$1,319.40
P0061461	FCI Management Consulting	Ed & Community Devel	Conferences Mgmt	\$640.47
P0061462	Time Clock Sales and Service	VP-SCA	Repairs Noninstructional	\$125.13
P0061463	Civic Travel	Presidents Office	Conferences Mgmt	\$230.00
P0061464	American Industrial Supply, Inc.	Electric Shop	Non-Instructional Supplies	\$316.18
P0061465	Westhost, Inc.	El Camino Language A	Multi Media Advertising	\$28.85
P0061466	Enablemart	TRIO	New Computer Equipmnt-Ins	\$171.04
P0061467	Delphin Computer Supply	TRIO	New Computer Equipmnt-Ins	\$451.40
P0061468	Infogrip Inc.	TRIO	New Computer Equipmnt-Ins	\$339.75
P0061469	Genesis Computer Systems, Inc	VATEA I&T	Instructional Supplies	\$12,750.77
P0061470	Fullers Office Equipment	Health,Safety and Ri	Repairs Noninstructional	\$99.00
P0061471	CASBO	Fiscal Services	Conferences Mgmt	\$10.00
P0061472	ADT Security Services	Information Technolo	Maintenance Contracts	\$2,415.00
P0061473	Boise Cascade	Warehouse	Inventories, Stores, Prep	\$1,225.39
P0061474	AllHeart.Com	Parking-Student Perm	Non-Instructional Supplie	\$190.03
P0061475	Life Assist Inc.	Parking-Student Perm	Non-Instructional Supplies	\$93.02
P0061476	Pepperball Technologies, Inc.	Parking-Student Perm	New Equipment - Noninstru	\$115.17
P0061477	Xpedx Paper & Graphics	Copy Center	Non-Instructional Supplies	\$225.85
P0061478	Mass Press	Information Technolo	Non-Instructional Supplies	\$33.56
P0061479	Robin Follman	Ctr for Arts Promoti	Center For The Arts Misc.	\$230.04
P0061480	Orange County Sheriff's Dept.	Parking-Student Perm	In-Service Training	\$43.00
P0061481	South Bay Ford	Campus Police Depart	Repairs Noninstructional	\$455.37
P0061482	Xerox Corporation	Copy Center	Instructional Supplies	\$5,092.09
P0061483	Computerland of Silicon Valley	Information Technolo	Computer Software Account	\$3,496.07
P0061484	Dell Marketing L. P.	Title V Activity II	New Equipment - Noninstru	\$2,076.72
P0061485	American Express Travel	Information Technolo	Transportation/ Mileage	\$164.35
P0061486	Orthopedic Institute	Health, Safety	HOSPITAL & MEDICAL PAYMEN	\$660.00
P0061487	Xerox Corporation	Testing Center	Maintenance Contracts	\$492.00
P0061488	Kimberly Deshazo	Fine Arts	Non-Instructional Supplies	\$3.95
P0061489	Jw Pepper of Los Angeles	Music	Instructional Supplies	\$273.33
P0061490	Konica Minolta Business Solutions	Division Office Fine	Non-Instructional Supplies	\$51.14
P0061491	Row-Loff	Music	Instructional Supplies	\$179.20

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Administrative Services – 15



P0061492	Marshall Music	Music	Instructional Supplies	\$92.60
P0061493	Marshall Music	Music	Instructional Supplies	\$593.21
P0061494	Mac World Subscription Dept.	Art Department	Non-Instructional Supplies	\$34.97
P0061495	WCB Audio	Natural Sci	New Equipment – Instruc.	\$715.00
P0061496	DvCreators.net	Film Rental	Instructional Supplies	\$90.55
P0061497	Vantage Lighting	Audio/Visual	Instructional Supplies	\$207.37
P0061498	Gaylord Brothers, Inc.	Division Office Inst	Instructional Supplies	\$51.43
P0061499	Proquest	Division Office Inst	Publications Periodicals	\$15,180.21
P0061500	Proquest	Division Office Inst	Publications Periodicals	\$2,877.00
P0061501	Phyllis S. Fowler	Fine Arts	Non-Instructional Supplies	\$200.00
P0061502	Leslie W. Back	Fine Arts	Non-Instructional Supplies	\$23.48
P0061503	Engineered Packaging Solutions	Copy Center	Repairs - Instructional	\$1,161.22
P0061504	Engineered Packaging Solutions	Copy Center	Repairs - Instructional	\$300.00
P0061505	Kathleen Lanker	RITC 10/1/03 - 9/30/	Contract Services	\$150.00
P0061506	Samuel French, Inc.	Fine Arts	Non-Instructional Supplies	\$375.00
P0061507	Ardena L. Brooks	Fine Arts	Non-Instructional Supplies	\$130.00
P0061508	Southland Lumber	Ctr for Arts Adm Pub	Non-Instructional Supplies	\$118.53
P0061509	1099 Pro., Inc.	Fiscal Services	Contract Services	\$1,125.00
P0061510	Pacific Coachways	Counseling Office	Non-Instructional Supplies	\$300.00
P0061511	Museum of Tolerance	Counseling Office	Non-Instructional Supplies	\$245.00
P0061512	Kemba A. Shannon	Ctr for Arts Instr/A	Contract Services	\$600.00
P0061513	S & B Food Services Catering Serv	CalWORKs	Non-Instructional Supplies	\$92.12
P0061514	Westside SBDC	CITD Program Income	Conferences Mgmt	\$126.80
P0061515	Tomark Sports, Inc.	Facilities/Planning	Repairs Noninstructional	\$7,605.14
P0061516	American Express Travel	SBDC CITD	Transportation/ Mileage	\$284.35
P0061519	Twa Comm.Com Ocean View	Telecommunications	Non-Instructional Supplies	\$156.10
P0061520	PC Mall	Technical Services	Repairs Parts And Supplies	\$2,843.97
P0061521	Southland Lumber	Fine Arts	Non-Instructional Supplies	\$867.66
P0061522	Boyce Forest Products	Fine Arts	Non-Instructional Supplies	\$669.50
P0061523	Rose Brand	Fine Arts	Non-Instructional Supplies	\$485.06
P0061524	Advantage CDC	SBDC C02-0040 1/03	Conferences Mgmt	\$750.00
P0061525	Businessweek	SBDC C02-0040 1/03	Other Books	\$39.97
P0061526	Smack Sportswear	Health Sciences	Non-Instructional Supplies	\$1,169.10
P0061527	Industrial High Voltage	Facilities/Planning	Repairs Noninstructional	\$76,835.00
P0061528	Quartz Sports	Health Sciences	Non-Instructional Supplies	\$2,201.81
P0061529	Fortune	Presidents Office	Publications/ Periodicals	\$59.95
P0061530	A-1 Doctor Tint	Glass Replacement Ca	Repairs Noninstructional	\$1,466.00
P0061532	Council for Resource Develop	Resource Developm./G	Dues And Memberships	\$150.00
P0061533	Dena VanDevender	ATE-Articulation Par	Instructional Supplies	\$300.00
P0061534	Red Apple Morley, Llc	CDC Donations	Non-Instructional Supplies	\$1,383.87
P0061535	Sun Mountain	Health Sciences and	Non-Instructional Supplies	\$699.50
P0061536	GSTE Systems Design	TRIO	New Computer Equipmnt-Ins	\$38.97
P0061537	Paradise Awards	Physical Education	Instructional Supplies	\$42.22
P0061538	International Executive Houskeep	Operations	Non-Instructional Supplies	\$40.00

P0061539	Dawn C. Huntoon	Fine Arts	Non-Instructional Supplies	\$500.00
P0061540	Joyce Cantrell	Fine Arts	Non-Instructional Supplies	\$300.00
P0061541	Charles F. Turner	Fine Arts	Non-Instructional Supplies	\$500.00
P0061542	William J. Georges	Fine Arts	Non-Instructional Supplies	\$500.00
P0061543	Wilma Mickler-Sears	Fine Arts	Non-Instructional Supplies	\$1,000.00
P0061544	Stuart Cooper	Information Technolo	Non-Instructional Supplies	\$733.94
P0061545	New Horizons Computer Learning Ce	Title V Activity II	Conferences Mgmt	\$552.00
P0061546	West-Star Construction	Grounds	Site Improvements	\$3,716.80
P0061547	Samuel French, Inc.	Fine Arts	Non-Instructional Supplies	\$62.13
P0061548	Nuworld Business System	Title V CSUDH (Carry	New Equipment – Instruc.	\$1,045.27
P0061549	Postal Priviledge	Title V CSUDH (Carry	Postage	\$502.20
P0061550	Intelecom	Instructional Televi	Other Services And Expense	\$2,200.00
P0061551	Arch Wireless	Telecommunications	Other Services And Expense	\$15.17
P0061552	American Express Travel	Human Resources	Other Services And Expense	\$119.00
P0061553	Thompson West	Human Resources	Publications/ Periodicals	\$29.23
P0061554	Alpha Systems	Facilities/Planning/	Other Services And Expense	\$549.13
P0061555	Xpedx Paper & Graphics	Student Affairs	Non-Instructional Supplies	\$402.69
P0061556	Premium Promotionals	Faculty & Staff Dive	Non-Instructional Supplies	\$504.65
P0061557	Self Insurance Plans	Purchasing and Busin	Excess Insurance Liabilit	\$4,355.40
P0061558	IACP	Parking-Student Perm	Dues And Memberships	\$150.00
P0061559	Crucial Technology	Telecommunications	Non-Instructional Supplies	\$2,026.31
P0061560	Boise Cascade	Warehouse	Inventories, Stores, Prep	\$2,814.50
P0061561	Collins & Aikman	Health, Safety	New Equipment – Noninstruc.	\$2,456.11
P0061562	Western Graphix	Parking-Student Perm	Non-Instructional Supplies	\$101.00
P0061563	FBI LEEDA	Parking-Student Perm	Dues And Memberships	\$35.00
P0061564	Zarc International	Parking-Student Perm	Non-Instructional Supplies	\$578.19
P0061565	Keenan & Associates	Purchasing and Busin	Student Accident Ins	\$400.86
P0061566	Transfer Center Directors Assoc.	Counseling Office	Dues And Memberships	\$50.00
P0061567	Keenan & Associates	Purchasing and Busin	Excess Property	\$2,666.28
P0061568	American Express Travel	Specialty Beverage	Transportation/ Mileage	\$201.70
P0061569	South Bay Ford	Campus Police Depart	Repairs Noninstructional	\$164.69
P0061570	National League for Nursing Accre	Nursing	Dues And Memberships	\$1,560.00
P0061571	Torrance Unified School District	ATE-Articulation Par	Contract Services	\$119.37
P0061572	Computerland of Silicon Valley	CA Virtual Comm Coll	Software	\$157.64
P0061573	Boise Cascade	Human Resources	New Equipment – Noninstruc.	\$1,483.27
P0061574	American Express Travel	Information Technolo	Transportation/ Mileage	\$120.20
P0061575	ACCCA	Public Information	Conferences Mgmt	\$75.00
P0061576	Capitol Enquiry	Public Information	Non-Instructional Supplies	\$18.24
P0061577	American Express Travel	Public Information	Conferences Mgmt	\$357.00
P0061578	Matson Printing	Title V CSUDH	Reproduction – Noninstruc.	\$1,000.00
P0061579	Pitney Bowes Inc.	Title V CSUDH	Postage	\$74.96
P0061581	Teacher Certification Publication	Title V CSUDH	Instructional Supplies	\$62.79
P0061583	American Express Travel	NIS Partnership Grant	Travel And Conference Exp	\$1,147.50
P0061585	Blackboard Campuswide, Inc.	Student Affairs	Non-Instructional Supplies	\$3,722.25

P0061586	Dell Computer Corp Educational	Telecommunications	Non-Instructional Supplies	\$1,333.00
P0061587	Dell Computer Corp Educational	Telecommunications	Maintenance Contracts	\$1,333.00
P0061588	Oracle Corporation Oracle Service	CIS	Dues And Memberships	\$500.00
P0061589	Life-Assist Inc.	Fire Academy/Emergen	Instructional Supplies	\$595.06
P0061590	Mass Press	I&T Div Ofc	Non-Instructional Supplies	\$55.21
P0061591	EDM Supplies, Inc.	Machine Tool Technol	Instructional Supplies	\$975.13
P0061592	Mcmaster-Carr Supply Company	Electronics	Instructional Supplies	\$31.83
P0061593	Wassco	Electronics	Instructional Supplies	\$115.54
P0061594	Carter Products	Construction Technol	Repairs Parts And Supplies	\$439.34
P0061595	Scantron Corporation	Administrative Of Ju	Maintenance Contracts	\$413.00
P0061596	U.S. Armor Corp.	Parking-Student Perm	New Equipment - Noninstru	\$560.24
P0061597	Fullers Office Equipment	Health, Safety	Repairs Noninstructional	\$99.00
P0061598	Magic's Auto Body & Paint	Campus Police Depart	Repairs Noninstructional	\$2,916.36
P0061599	New Readers Press	El Camino Language	Publications/ Periodicals	\$705.60
P0061600	National Women's History Project	Faculty & Staff Dive	Non-Instructional Supplies	\$67.13
P0061601	Mass Press	El Camino Language	Printing	\$33.56
P0061602	Paper Direct	El Camino Language	Non-Instructional Supplies	\$261.85
P0061603	NCATC	CACT COCCC	Dues And Memberships	\$600.00
P0061604	Dell Computer Corp Educational	Telecommunications	Maintenance Contracts	\$198.00
P0061605	Dell Computer Corp Educational	Telecommunications	Non-Instructional Supplies	\$249.70
P0061606	Dell Computer Corp.	Telecommunications	Non-Instructional Supplies	\$1,044.29
P0061607	Sage Publications, Inc.	Community Advancement	Publications/ Periodicals	\$90.00
P0061608	Wolfram Research	PFE MAXIMIZING MATH	License Fee/Site Licenses	\$4,025.00
P0061609	Website ASP Inc.	TTIP Tech Human Resc	Non-Instructional Supplies	\$10,304.00
P0061610	Daily Breeze, the	SBDC COCCC	Other Services And Expense	\$349.50
P0061611	Xpedx Paper & Graphics	Copy Center	Non-Instructional Supplies	\$859.83
P0061612	A-1 Coast Rentals	Plumbing Shop	Other Services And Expense	\$500.00
P0061613	South Bay Heating & Air Condition	Replace Air Handlers	Site Improvements	\$3,377.00
P0061614	Otto Bindery	Copy Center	Printing	\$1,461.38
P0061615	Community College League of Calif	Human Resources	Dues And Memberships	\$4,000.00
P0061616	ACCCA	Fiscal Services	Conferences Mgmt	\$25.00
P0061617	Berkshire Choral Festival	Music	Instructional Supplies	\$32.48
P0061618	Garcia-Bently Construction	Grounds	Repairs Noninstructional	\$11,700.00
P0061619	Pearson Education	Admissions/Records	Non-Instructional Supplies	\$2,124.41
P0061620	Golf Apparel Brand	Health Sciences and	Non-Instructional Supplies	\$379.96
P0061621	Ewing Irrigation Products	Grounds	Non-Instructional Supplies	\$1,231.45
P0061622	Assist Design	Counseling Office	Non-Instructional Supplies	\$481.71
P0061623	Humanscale	Health, Safety	New Equipment – Noninstruc.	\$722.01
P0061625	American Express Travel	Univ- Silesia,Cieszy	Travel And Conference Exp	\$907.07
P0061626	Judy Kasabian	ATE-Articulation Par	Instructional Supplies	\$178.89
P0061627	Michelle A. Jardin	ATE-Articulation Par	Conferences - Student	\$36.27
P0061628	Allison A. Ho	ATE-Articulation Par	Conferences - Student	\$38.75
P0061629	Toni L. Newman	Child Development Ce	Conferences Other	\$57.00
P0061630	Assist Design	Counseling Office	Non-Instructional Supplies	\$238.50

P0061631	Pacific Coachways	Counseling Office	Non-Instructional Supplies	\$320.00
P0061632	ACCCA	Staff Development	Conferences Mgmt	\$75.00
P0061633	S & B Food Services Catering Serv	Counseling Office	Non-Instructional Supplies	\$168.04
P0061634	American Express Travel	Information Technolo	Transportation/ Mileage	\$112.20
P0061635	Venue Sports	Health Sciences	Non-Instructional Supplies	\$644.99
P0061636	HI Corporation	Resp Therapy	Non-Instructional Supplies	\$1,824.02
P0061637	American Express Travel	Admissions/Records	Conferences Mgmt	\$192.20
P0061638	Image Solutions	Admissions/Records	Non-Instructional Supplies	\$9,319.16
P0061639	Brodhead-Garrett Company	Fine Arts	New Equipment – Instruc.	\$1,947.58
P0061640	Resource Directory	Title V Activity II	Non-Instructional Supplies	\$178.15
P0061641	Coast Kites	Fine Arts	New Equipment – Instruc.	\$1,901.90
P0061643	Klopfenstein Art Equipment	Fine Arts	New Equipment – Instruc.	\$10,313.73
P0061644	Full Compass	Fine Arts	New Equipment – Instruc.	\$1,604.14
P0061645	Jolene S. Combs	Humanities	Non-Instructional Supplies	\$897.31
P0061646	B & H Photo-Video	Fine Arts	New Equipment – Instruc.	\$1,334.19
P0061647	Abolins	Fine Arts	New Equipment – Instruc.	\$1,487.87
P0061648	Gov Connection	Fine Arts	New Equipment – Instruc.	\$1,525.25
P0061649	Hitt Marking Devices	Community Advancement	Non-Instructional Supplies	\$103.82
P0061650	South Bay Heating & Air Condition	Ed & Community Devel	Maintenance Contracts	\$679.23
P0061651	Pacific Coachways	Counseling Office	Non-Instructional Supplies	\$320.00
P0061652	American Express Travel	VATEA Supplementary	Conferences Mgmt	\$357.60
P0061653	Mark Whitlock	Staff Diversity	Contract Services	\$400.00
P0061654	Hitt Marking Devices	Admissions/Records	Non-Instructional Supplies	\$45.42
P0061657	Bozena Morton	Resource Developm./G	Non-Instructional Supplies	\$55.00
P0061658	Ecolab Center	Radiologic Tech Dona	Non-Instructional Supplies	\$2,002.39
P0061659	ASP	Parking-Student Perm	Non-Instructional Supplies	\$273.99
P0061660	S & B Food Services Catering Serv	Faculty & Staff Dive	Non-Instructional Supplies	\$42.95
P0061661	Board of Regents University	Campus Police Depart	In-Service Training	\$250.00
P0061662	American Express Travel	Campus Police Depart	Conferences Mgmt	\$354.40
P0061664	Great Scott Tree Service	Grounds	Other Services And Expense	\$14,194.00
P0061665	Thomas Paton & Assoc.	VATEA Medial / TV	Software	\$4,349.59
P0061666	Copware	Parking-Student Perm	Publications/ Periodicals	\$102.95
P0061667	California Court Clerks Assoc.	Parking-Student Perm	Non-Instructional Supplies	\$28.00
P0061668	South Bay Ford	Campus Police Depart	Repairs Noninstructional	\$366.23
P0061669	ACCCA	Public Information	Conferences Mgmt	\$275.00
P0061670	American Express Travel	Public Information	Conferences Mgmt	\$119.20
P0061671	California Community College Leag	Public Information	Conferences Mgmt	\$285.00
P0061673	CAEYC Conference	Careers in Child Car	Conferences Faculty	\$72.00
P0061674	Collins & Aikman	Replace / Repair Flo	Repairs Noninstructional	\$3,042.17
P0061675	Collegiate Cap & Gown Company	Student Affairs	Non-Instructional Supplies	\$992.04
P0061676	S & B Food Services Catering Serv	Health Sciences and	Non-Instructional Supplies	\$2,141.19
P0061677	Cris & Sons T.V. & Appliicance	Ctr for Arts Product	Repairs Parts And Supplies	\$81.10
P0061678	West Group Payment Center	Human Resources	Publications/ Periodicals	\$44.38
P0061679	Aardvark Clay and Supplies	Art Department	Repairs Parts And Supplies	\$128.88

P0061680	PC Magazine	Electronics	Publications Periodicals	\$59.97
P0061681	California Cleaning System	Automotive Collision	Repairs - Instructional	\$140.00
P0061682	Cerritos College Phi Rho Pi	Speech Communication	Conferences Other	\$780.00
P0061683	Delphin Computer Supply	CIS	Instructional Supplies	\$681.98
P0061684	San Pedro City Ballet	Artes de El Camino	Contract Services	\$10,583.59
P0061685	Intuit, Inc.	Telecommunications	Maintenance Contracts	\$3,630.00
P0061686	Max International	Telecommunications	Non-Instructional Supplies	\$945.10
P0061687	Smack Sportswear	Health Sciences	Fundraising	\$467.64
P0061688	Quartz Sports	Health Sciences	Fundraising	\$4,812.80
P0061689	International E-Z Up, Inc.	Health Sciences	Fundraising	\$863.77
P0061691	David Otta Productions	Health Sciences	Fundraising	\$2,717.50
P0061692	S & B Food Services Catering Serv	Health Sciences	Fundraising	\$1,678.71
P0061693	California Pro Sports	Health Sciences	Fundraising	\$1,394.41
P0061694	Monkey Butt	Health Sciences	Fundraising	\$189.98
P0061695	NCS	Information Technolo	Non-Instructional Supplies	\$1,200.00
P0061698	Delphin Computer Supply	Career Center	Non-Instructional Supplies	\$163.46
P0061700	Icon Blue	Counseling Office	Non-Instructional Supplies	\$632.14
P0061702	John E. Phillips Plumbing Inc.	Ed & Community Devel	Repairs Noninstructional	\$75.00
P0061703	Westhost, Inc.	El Camino Language	Multi Media Advertising	\$26.85
P0061704	NAEYC (Nat. Assoc. for the Educat	CCAccessMeansParent	Contract Services	\$450.00

**Total :**

**231**

**\$349,044.46**

B0067816	National Roofing Con	Replace Roof MCS Bui	Contract Services	\$2,800.00
B0067957	Graciela B. Seco	Title V Activity II	PSA Contract Services	\$400.00
B0067969	ECCD Petty Cash	Artes de El Camino	Non-Instructional Supplies	\$3,000.00
B0067970	Maria Atkinson	Cact CA Employee Tra	PSA Contract Services	\$10,000.00
B0067971	L.A. County Office	Film Rental	Instructional Supplies	\$450.00
B0067972	EBSCO Subscription	Division Office Inst	Publications Periodicals	\$800.00
B0067973	Torrance Memorial	EOPS CARE	Contract Services	\$500.00
B0067974	California Schools	Dental Self Ins	Contract Services	\$200,604.16
B0067975	ECCD Petty Cash	Foster Care Education	Instructional Supplies	\$700.00
B0067976	Car Sound Exhaust	Cact CA Employee Tra	Contract Services	\$1.00
B0067978	E.C.C. Public Inform	Early Steps to Emanc	Reproduction Instructional	\$300.00
B0067979	S & B Food Services	model approaches to	Other Services And Expense	\$50.00
B0067980	West-Star Construc.	Repl Water Mains	Contract Services	\$300,000.00
B0067981	Van Lingen Body Shop	Ref & Lane Tech	Other Services And Expense	\$500.00
B0067983	South Bay Workforce	SBDC COCCC	Contract Services	\$1.00
B0067984	Gable House Bowl	Physical Education	Contract Services	\$1.00
B0067985	Boe Services, Llc	Specialty Beverage	Conferences Mgmt	\$1,500.00
B0067986	EBSCO SUBSCRIPTION	Division Office Inst	Publications Periodicals	\$28,269.00
B0067987	Elena Taborda-Reigad	Title V Management	PSA Contract Services	\$2,500.00
B0067989	San Diego County Rid	RITC 10/1/03 - 9/30	Contract Services	\$500.00
B0067991	Central California	RITC 10/1/03 - 9/30	Contract Services	\$250.00
B0067992	Southwest Center	RITC 10/1/03 - 9/30	Contract Services	\$500.00

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B0067993	Solano County Selpa	RITC 10/1/03 - 9/30	Contract Services	\$600.00
B0067994	University of Arizon	RITC 10/1/03 - 9/30	Contract Services	\$3,068.00
B0067995	Sutter County Superi	RITC 10/1/03 - 9/30	Contract Services	\$1,350.00
B0068000	Institute of Reading	Contract Education	Contract Services	\$1.00
<b>Total :</b>		<b>26</b>		<b>\$558,645.16</b>
<b>Total POs and BPOs :</b>		<b>257</b>	<b>TOTAL :</b>	<b>\$907,689.62</b>

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

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**I. INFORMATION**

**A. EQUIPMENT/TECHNOLOGY EXPENDITURES** – The following table reports the status of equipment purchase orders issued as of January 31, 2004, compared with the approvals reported at the August 18, 2003, meeting.

<b><u>Instructional Equipment</u></b>	<b><u>Budget</u></b>	<b><u>Expended</u></b>	<b><u>Balance</u></b>
Behavioral & Social Science (0601)	61,038	11,288	49,750
Business (0602)	505,750	66,402	439,348
Fine Arts (0603)	379,300	128,100	251,200
Health Science & Athletics (0605)	178,553	125,138	53,415
Humanities (0606)	207,251	123,356	83,895
Industry & Technology (0607)	494,133	250,027	244,106
Learning Resources (0609)	490,484	18,381	472,103
Mathematical Sciences (0610)	242,547	153,337	89,210
Natural Sciences (0611)	545,757	64,794	480,963
Nursing (0612)	108,000	116,250	(8,250)
<b>Total Instructional Equipment</b>	<b>3,212,813</b>	<b>1,057,073</b>	<b>2,155,740</b>
<b><u>Technology</u></b>			
Information Technology Services (0608)	514,652	434,532	80,120
<b>Total Technology</b>	<b>514,652</b>	<b>434,532</b>	<b>80,120</b>
<b><u>Other Equipment</u></b>			
Admissions & Records (0613)	146,855	60,299	86,556
Counseling (0613)	3,109	640	2,469
CalWorks (0613)	3,150	460	2,690
EOP&S (0613)	2,825	313	2,512
Facilities Planning & Services (0603)	186,030	112,602	73,428
Health Center (0613)	18,700	8,728	9,972
Financial Aid (0613)	1,600	1,816	(216)
Assessment & Testing (0613)	850	0	850
Inglewood Center (0613)	5,500	0	5,500
<b>Total Other Equipment</b>	<b>368,619</b>	<b>184,858</b>	<b>183,761</b>
<b>Grand Total</b>	<b>4,096,084</b>	<b>1,676,463</b>	<b>2,419,621</b>



## B. PRELIMINARY PROJECTS BUDGETS

The Facilities Needs Report prepared May, 2002, established preliminary budgets for the renovation or replacement of the buildings reported in the categories identified in the following listing. The needs report was the basis for determining the amount of bond funding required to complete the facilities upgrade/modernization program. The preliminary budgets will be revised as needed, when project scopes and timelines are further defined. 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 January 31, 2004.

<b>GENERAL OBLIGATION BOND FUND CATEGORIES AND PROJECTS</b>			
	<b>BUDGET</b>	<b>EXPENDED</b>	<b>BALANCE</b>
<b><u>Additional Classrooms and Modernization (ACM)</u></b>			
Acquisitions (0201)	5,000,000	706,023	4,293,977
Architectural Barrier Removal Phase 2 (0202)	1,529,000		1,529,000
Athletic Education and Fitness Complex (0203)	15,718,000		15,718,000
Bookstore/Cafeteria Conversion to Administration (0204)	10,700,000		10,700,000
Business Building Replacement (0205)	10,700,000		10,700,000
Central Plant (0206)	14,274,000		14,274,000
Child Development Center Phase 2 (0207)	2,525,000		2,525,000
Crenshaw Blvd. Frontage Enhancement (0208)	1,100,000		1,100,000
Fire Academy Structure (0209)	791,375		791,375
Fire Program Facility (0210)	123,000		123,000
Health Occupations and Wellness Center (0211)	12,200,000		12,200,000
Humanities Complex Replacement (0212)	20,500,000		20,500,000
Learning Resource Center Addition (0213)	7,100,000		7,100,000
Manhattan Beach Blvd. Parking Structure (0214)	10,400,000		10,400,000
Remodeling Phase One (0215)	17,461,625	249,133	17,212,492
Remodeling Phase Two (0216)	8,715,875		8,715,875
Remodeling Phase Three (0217)	20,000,000		20,000,000
Reproduction and Publishing Center (0218)	668,000		668,000
Science Complex Renovation (0219)	3,986,000	2,709,334	1,276,666
Student Services and Activities Renovation (0220)	20,300,000		20,300,000
Temporary Space and Relocation Costs (0221)	2,000,000	45,750	1,954,250
Vocational Building and Manhattan Beach Blvd. Entry (0222)	11,500,000		11,500,000
Master Planning (to be spread in March) (0223)		1,412,844	(1,412,884)
Reserve for Contingencies (0299)	7,339,027		7,339,027
<b>Total Additional Classrooms and Modernization</b>	<b>204,630,902</b>	<b>5,123,084</b>	<b>199,507,818</b>
<b><u>Campus Site Improvements: Accessibility, Safety/Security (CSI)</u></b>			
Asphalt Resurfacing - All Lots (0301)	400,000	11,854	388,146
Emergency Generators and Distribution (0302)	1,400,000		1,400,000
Emergency Power to Security Lighting (0303)	175,000		175,000
Entrance - Redondo Beach Blvd. to Lot H (0304)	400,000		400,000
Fencing Replacement and Additions (0305)	375,000		375,000
Landscaping and Irrigation System Replacements (0306)	2,540,000		2,540,000

Lighting - Redondo Beach Blvd. (0307)	230,000		230,000
Lighting - Upgrade/Replace All Lots (0308)	2,500,000		2,500,000
Lot F Parking Structure Improvements (0309)	1,632,000		1,632,000
Lot H Parking Structure (0310)	10,400,000		10,400,000
Paving Replacement - All Walks and Driveways (0311)	2,187,000		2,187,000
Pedestrian Walks at Manhattan Beach Blvd. and Lot E (0312)	81,600		81,600
Security Video (0313)	180,000		180,000
Voice/Data/Signal Site Duct Bank (0314)	1,200,000		1,200,000
Reserve for Contingencies (0399)	4,734,548		4,734,548
<b>Total Campus Site Improvements: Accessibility, Safety/Security</b>	<b>28,435,148</b>	<b>11,854</b>	<b>28,423,294</b>
<b>Energy Efficiency Improvements (EEI)</b>			
Energy Efficiency Improvements Phase One (0401)	9,184,855		9,184,855
Energy Efficiency Improvements Phase Two (0402)	4,496,995		4,496,995
Reserve for Contingencies (0499)	3,137,248		3,137,248
<b>Total Energy Efficiency Improvements</b>	<b>16,819,098</b>	<b>0</b>	<b>16,819,098</b>
<b>Health and Safety Improvements (HSI)</b>			
Administration (0501)	3,736,372		3,736,372
Art & Behavioral Sciences (0502)	5,046,800		5,046,800
Art North Wing (0503)	1,119,716		1,119,716
Auxiliary Warehouse (0504)	105,042		105,042
Campus Theatre (0505)	1,814,262		1,814,262
Chilled Water System (0506)	3,574,600		3,574,600
Communications (0507)	1,359,812		1,359,812
Construction Technology (0508)	1,140,822		1,140,822
Domestic Water System (0509)	2,488,800		2,488,800
Facilities and Receiving (0510)	1,046,150	36,284	1,009,866
Fire Alarm (0511)	286,700		286,700
Firelines (0512)	3,580,700		3,580,700
Hazardous Materials Abatement (0513)	2,400,000	43,358	2,356,642
Heating Water System (0514)	1,252,330		1,252,330
Library (0515)	2,326,540		2,326,540
Marsee Auditorium (0516)	5,225,992		5,225,992
Math & Computer Sciences (0517)	4,330,512		4,330,512
Music (0518)	2,832,840		2,832,840
Natural Gas System (0519)	341,600		341,600
North Gymnasium (0520)	2,145,126	203,637	1,941,489
Physical Education and Men's Shower (0521)	2,462,936		2,462,936
Planetarium (0522)	285,480		285,480
Pool and Health Center (0523)	2,018,573		2,018,573
Primary Electrical Distribution System (0524)	18,934,400	15,000	18,919,400
Reimbursements (0525)	1,800,000	1,456,353	343,647
Security Systems (0526)	1,363,350		1,363,350
Sewer System (0527)	1,964,200		1,964,200
Social Sciences (0528)	1,807,918		1,807,918
South Gymnasium (0529)	733,586		733,586
Storm Drain System (0530)	481,656		481,656
Technical Arts (0531)	1,891,976		1,891,976
Women's Shower and Locker (0532)	2,918,484		2,918,484
Reserve for Contingencies (0599)	1,190,001		1,190,001
<b>Total Health and Safety Improvements</b>	<b>84,007,276</b>	<b>1,754,632</b>	<b>82,252,644</b>

<b>Information Technology and Equipment (ITE)</b>			
Behavioral and Social Sciences (0601)	579,077	11,288	567,789
Business (0602)	1,123,650	66,402	1,057,248
Facilities Planning and Services (0603)	1,818,724	112,602	1,706,122
Fine Arts (0604)	2,805,096	128,100	2,676,996
Health Sciences and Athletics (0605)	1,203,993	125,138	1,078,855
Humanities (0606)	607,033	123,356	483,677
Industry and Technology (0607)	1,771,641	250,027	1,521,614
Information Technology (0608)	14,557,510	434,532	14,122,978
Learning Resources (0609)	4,665,775	18,381	4,647,394
Math (0610)	688,661	153,337	535,324
Natural Sciences (0611)	3,002,285	64,794	2,937,491
Nursing (0612)	252,651	116,250	136,401
Student and Community Advancement (0613)	567,500	72,256	495,244
Phase II, III, IV Purchases (0697)	17,025,000		17,025,000
Installation Contingency (0698)	4,464,194		4,464,194
Reserve for Contingencies (0699)	3,541,949		3,541,949
<b>Total Information Technology and Equipment</b>	<b>58,674,739</b>	<b>1,676,463</b>	<b>56,998,276</b>
<b>Physical Education Facilities Improvements (PEFI)</b>			
Baseball Field (0701)	1,091,800		1,091,800
North Field (0702)	481,600		481,600
Sand Volleyball Courts (0703)	12,300		12,300
Reserve for Contingencies (0799)	363,601		363,601
<b>Total Physical Education Facilities Improvements</b>	<b>1,949,301</b>	<b>0</b>	<b>1,949,301</b>
	<u>\$394,516,464</u>	<u>\$8,566,033</u>	<u>\$385,950,431</u>

### **C. FACILITIES MASTER PLAN INITIAL PROJECTS TIMELINE**

1. Science Complex Renovation
  - a. Construction Ph 1 April 03 – Mar 04
  - b. Construction Ph 2 July 04 – Dec 04
  
2. Electrical Substation
  - a. Design April 04- Sept 05
  - b. DSA Review Oct 05 – Mar 06
  - c. Bidding April 06 – June 06
  - d. Construction July 06 – Mar 07
  
3. Lot H Parking Structure
  - a. Programming April 04 – June 04
  - b. Design July 04 - Dec 04
  - c. DSA Review Jan 05 – June 05
  - d. Bidding July 05 – Sept 05
  - e. Construction Oct 05 – June 06

4. Humanities Complex Replacement
  - a. Programming Mar 04 – Aug 04
  - b. Design Sept 04- Mar 05
  - c. DSA Review April 05 – Sept 05
  - d. Bidding Oct 05 – Dec 05
  - e. Construction Jan 06 – Sept 07
5. Student Services and Activities Center Replacement
  - a. Programming April 06 – Sept 06
  - b. Design Oct 06 – Mar 07
  - c. DSA Review April 07 – Sept 07
  - d. Bidding Oct 07 – Dec 07
  - e. Construction Jan 08 – June 09
6. Bookstore/Cafeteria Renovation
  - a. Programming Jan 08 – June 08
  - b. Design July 08 – Dec 08
  - c. DSA Review Jan 09 – June 09
  - d. Bidding July 09 – Sept 09
  - e. Construction Oct 09 – Sept 10
7. Athletic and Fitness Complex
  - a. Programming Jan 06 – Mar 06
  - b. Design April 06 – Dec 06
  - c. DSA Review Jan 07 – June 07
  - d. Bidding July 07 – Sept 07
  - e. Construction Oct 07 – Mar 09
8. Health Occupations and Wellness Center
  - a. Programming July 07 – Sept 07
  - b. Design Oct 07 – June 08
  - c. DSA Review July 08 – Dec 08
  - d. Bidding Jan 09 – Mar 09
  - e. Construction April 09 – Sept 10

**D. CITIZENS' BOND OVERSIGHT COMMITTEE**

The next meeting of the Citizens' Bond Oversight Committee is scheduled for March 3, 2004, at 8 a.m.

**E. FACILITIES MASTER PLAN FUNDING**

It was reported at the June 24, 2002, Board meeting that the estimated total cost of the Facilities Master Plan was \$460,016,464 and that revenues from the State and other sources was estimated at approximately \$65,500,000. The deficit of \$394,516,464 was funded from passage of the bond. The table below reports the status of the receipt of revenues from all sources as of 1/31/04.

<u>Source</u>	<u>Total Income Budget</u>	<u>Income Received @ 1/31/04</u>	<u>Uncollecte d Income @ 2/1/04</u>
State Capital Construction Program	\$ 33,900,000	\$ 0	\$ 33,900,000
State Scheduled Maintenance Program	15,600,000	0	15,600,000
State Hazardous Materials Abatement Program	2,200,000	0	2,200,000
State Equipment & Library Material Program	9,100,000	287,741	8,812,259
Redevelopment Funds	1,300,000	0	1,300,000
Campus Center Fees	2,000,000	0	2,000,000
Parking Fees	700,000	0	700,000
Bookstore / Food Services	700,000	0	700,000
Local Bond Funds	394,516,464	63,700,00	330,816,46
Interest on Bond Funds	<u>0</u>	0	4
		<u>702,000</u>	<u>(702,000)</u>
Total	\$ 460,016,464	\$ 64,689,74 1	\$ 395,326,72 3

## APPROVAL

### **A. FACILITIES MASTER PLAN PROJECTS BUDGETS**

It is recommended that the Board of Trustees approve the budget changes listed in the following table and endnotes which support the modified Facilities Master Plan shown in the map included with this report. The revised project budgets are based on more thorough cost analysis after the completion of campus-wide programming meetings with representatives of each division.

The increase of \$33,276,213 for the projects included in the Health and Safety Improvements category is funded from monies previously in Remodeling Phase I project in the Additional Classrooms and Modernization category (\$11,547,718); from the Energy Efficiency Improvements category (\$13,785,445); Phase I, II, and IV Purchases in the Information Technology and Equipment category (\$3,992,881); Site Improvements (\$3,707,917); and Physical Education Facilities Improvements (\$242,252).

<b>PROJECT BUDGET CHANGES</b>			
	<b>ORIGINAL BUDGET</b>	<b>BUDGET CHANGES</b>	<b>REVISED BUDGET</b>
<b><u>Additional Classrooms and Modernization (ACM)</u></b>			
Acquisitions (0201)	5,000,000	0	5,000,000
Architectural Barrier Removal Phase 2 (0202)	1,529,000	0	1,529,000
Athletic Education and Fitness Complex (0203)	15,718,000	0	15,718,000
Bookstore/Cafeteria Conversion to Administration (0204)	10,700,000	<sup>1</sup> {4,615,104}	6,084,896
Business Building Replacement (0205)	10,700,000	<sup>2</sup> 226,189	10,926,189
Central Plant (0206)	14,274,000	<sup>3</sup> {3,416,000}	10,858,000
Child Development Center Phase 2 (0207)	2,525,000	0	2,525,000
Crenshaw Blvd. Frontage Enhancement (0208)	1,100,000	0	1,100,000
Fire Academy Structure (0209)	791,375	0	791,375
Fire Program Facility (0210)	123,000	0	123,000
Health Occupations and Wellness Center (0211)	12,200,000	<sup>4</sup> {127,449}	12,072,551
Humanities Complex Replacement (0212)	20,500,000	<sup>5</sup> 2,620,064	23,120,064
Learning Resource Center Addition (0213)	7,100,000	0	7,100,000
Manhattan Beach Blvd. Parking Structure and Entrance (0214)	10,400,000	<sup>6</sup> {1,983,768}	8,416,232
Remodeling Phase One (0215)	17,461,625	<sup>7</sup> {17,461,625}	0
Remodeling Phase Two (0216)	20,000,000	<sup>8</sup> {19,842,375}	157,625
Remodeling Phase Three (0217)	8,715,875	0	8,715,875
Reproduction and Publishing Center (0218)	668,000	<sup>9</sup> {668,000}	0
Science Complex Renovation (0219)	3,986,000	<sup>10</sup> 2,735,738	6,721,738
Signage and Wayfinding	0	<sup>11</sup> 2,600,000	2,600,000
Student Services and Activities Replacement (0220)	20,300,000	<sup>12</sup> 11,148,118	31,448,118
Temporary Space and Relocation Costs (0221)	2,000,000	0	2,000,000
Vocational Education Complex (0222)	11,500,000	<sup>13</sup> 10,849,821	22,349,821
Reserve for Contingencies (0299)	7,339,027	<sup>14</sup> 6,386,673	13,725,700
<b>Total Additional Classrooms and Modernization</b>	<b>204,630,902</b>	<b>{11,547,718}</b>	<b>193,083,184</b>
<b><u>Campus Site Improvements: Accessibility, Safety/Security (CSI)</u></b>			
Asphalt Resurfacing - All Lots (0301)	400,000	0	400,000

Emergency Generators and Distribution (0302)	1,400,000	<sup>15</sup> 865,000	2,265,000
Emergency Power to Security Lighting (0303)	175,000	0	175,000
Entrance - Redondo Beach Blvd. to Lot H (0304)	400,000	0	400,000
Fencing Replacement and Additions (0305)	375,000	0	375,000
Landscaping and Irrigation System Replacements (0306)	2,540,000	0	2,540,000
Lighting - Redondo Beach Blvd. (0307)	230,000	<sup>16</sup> {230,000}	0
Lighting - Upgrade/Replace All Lots (0308)	2,500,000	<sup>17</sup> {60,000}	2,440,000
Lot F Parking Structure Improvements (0309)	1,632,000	0	1,632,000
Lot H Parking Structure (0310)	10,400,000	<sup>18</sup> {2,051,334}	8,348,666
Paving Replacement - All Walks and Driveways (0311)	2,187,000	0	2,187,000
Pedestrian Walks at Manhattan Beach Blvd. and Lot E (0312)	81,600	0	81,600
Security Video (0313)	180,000	0	180,000
Voice/Data/Signal Site Duct Bank (0314)	1,200,000	<sup>19</sup> 745,181	1,945,181
Reserve for Contingencies (0399)	4,734,548	<sup>20</sup> {2,976,764}	1,757,784
<b>Total Campus Site Improvements: Accessibility, Safety/Security</b>	<b>28,435,148</b>	<b>{3,707,917}</b>	<b>24,727,231</b>
<b>Energy Efficiency Improvements (EEI)</b>			
Energy Efficiency Improvements Phase One (0401)	9,184,855	<sup>21</sup> {9,184,855}	0
Energy Efficiency Improvements Phase Two (0402)	4,496,995	<sup>22</sup> {1,678,995}	2,818,000
Reserve for Contingencies (0499)	3,137,248	<sup>23</sup> {2,921,595}	215,653
<b>Total Energy Efficiency Improvements</b>	<b>16,819,098</b>	<b>{13,785,445}</b>	<b>3,033,653</b>
<b>Health and Safety Improvements (HSI)</b>			
Administration (0501)	3,736,372	<sup>24</sup> 631,360	4,367,732
Art & Behavioral Sciences (0502)	5,046,800	<sup>25</sup> 7,200,336	12,247,136
Art North Wing (0503)	1,119,716	<sup>26</sup> {1,119,716}	0
Auxiliary Warehouse (0504)	105,042	0	105,042
Campus Theatre (0505)	1,814,262	<sup>27</sup> {1,814,262}	0
Chilled Water System (0506)	3,574,600	<sup>28</sup> {3,574,600}	0
Communications (0507)	1,359,812	<sup>29</sup> 5,263,542	6,623,354
Construction Technology (0508)	1,140,822	<sup>30</sup> {196,852}	943,970
Domestic Water System (0509)	2,488,800	0	2,488,800
Facilities and Receiving (0510)	1,046,150	<sup>31</sup> 939,266	1,985,416
Fire Alarm (0511)	286,700	<sup>32</sup> 494,100	780,800
Firelines (0512)	3,580,700	<sup>33</sup> {1,743,197}	1,837,503
Hazardous Materials Abatement (0513)	2,400,000	<sup>34</sup> {2,200,000}	200,000
Heating Water System (0514)	1,252,330	<sup>35</sup> {1,252,330}	0
Library (0515)	2,326,540	<sup>36</sup> 5,549,969	7,876,509
Marsee Auditorium (0516)	5,225,992	<sup>37</sup> 1,444,851	6,670,843
Math & Computer Sciences (0517)	4,330,512	<sup>38</sup> 6,431,131	10,761,643
Music (0518)	2,832,840	<sup>39</sup> 6,064,006	8,896,846
Natural Gas System (0519)	341,600	<sup>40</sup> 146,400	488,000
North Gymnasium (0520)	2,145,126	<sup>41</sup> 1,103,867	3,248,993
Physical Education and Men's Shower (0521)	2,462,936	<sup>42</sup> 1,433,935	3,896,871
Planetarium (0522)	285,480	<sup>43</sup> 273,985	559,465
Pool and Health Center (0523)	2,018,573	<sup>44</sup> 6,255,019	8,273,592
Primary Electrical Distribution System (0524)	18,934,400	<sup>45</sup> {5,474,400}	13,460,000
Reimbursements (0525)	1,800,000	<sup>46</sup> {343,647}	1,456,353
Security Systems (0526)	1,363,350	<sup>47</sup> {49,686}	1,313,664
Sewer System (0527)	1,964,200	0	1,964,200
Social Sciences (0528)	1,807,918	<sup>48</sup> 5,607,602	7,415,520
South Gymnasium (0529)	733,586	<sup>49</sup> {733,586}	0

Storm Drain System (0530)	481,656	<sup>50</sup> 602,253	1,083,909
Technical Arts (0531)	1,891,976	<sup>51</sup> {1,891,976}	0
Women's Shower and Locker (0532)	2,918,484	<sup>52</sup> {2,918,484}	0
Reserve for Contingencies (0599)	1,190,001	<sup>53</sup> 7,147,327	8,337,328
<b>Total Health and Safety Improvements</b>	<b>84,007,276</b>	<b>33,276,213</b>	<b>117,283,489</b>
<b>Information Technology and Equipment (ITE)</b>			
Behavioral and Social Sciences (0601)	579,077	0	569,077
Business (0602)	1,123,650	0	1,123,650
Facilities Planning and Services (0603)	1,818,724	0	1,818,724
Fine Arts (0604)	2,805,096	0	2,805,096
Health Sciences and Athletics (0605)	1,203,993	0	1,203,993
Humanities (0606)	607,033	0	607,033
Industry and Technology (0607)	1,771,641	0	1,771,641
Information Technology (0608)	14,557,510	0	14,557,510
Learning Resources (0609)	4,665,775	0	4,665,775
Math (0610)	688,661	0	688,661
Natural Sciences (0611)	3,002,285	0	3,002,285
Nursing (0612)	252,651	0	252,651
Student and Community Advancement (0613)	567,500	0	567,500
Phase II, III, IV Purchases (0697)	17,025,000	<sup>54</sup> {4,338,100}	12,686,900
Installation Contingency (0698)	4,464,194	0	4,464,194
Reserve for Contingencies (0699)	3,541,949	<sup>55</sup> 345,219	3,887,168
<b>Total Information Technology and Equipment</b>	<b>58,674,739</b>	<b>{3,992,881}</b>	<b>54,681,858</b>
<b>Physical Education Facilities Improvements (PEFI)</b>			
Baseball Field (0701)	1,091,800	0	1,091,800
North Field (0702)	481,600	0	481,600
Sand Volleyball Courts (0703)	12,300	0	12,300
Reserve for Contingencies (0799)	363,601	<sup>56</sup> {242,252}	121,349
<b>Total Physical Education Facilities Improvements</b>	<b>1,949,301</b>	<b>(242,252)</b>	<b>1,707,049</b>
	<b>\$394,516,464</b>	<b>0</b>	<b>\$394,516,464</b>

Additional Classrooms and Modernization (ACM)

1. Decreased due to reduction in project scope. Only the upper floor will now be converted to office use. The Bookstore will continue to occupy the ground floor.
2. Increased due to revised cost estimate.
3. Decreased due to the selection of a new location within the new Student Services building which will lower structure and piping distribution costs.
4. Decreased due to revised cost estimate.
5. Increased due to building size increase and the inclusion of mall landscaping.
6. Changed due to reduction in number of parking spaces from 650 to 402 and inclusion of Manhattan Beach Blvd. Entrance.
7. Now included within specific project budgets.
8. Now included within specific project budgets.
9. Now included in Student Services and Activities Replacement budget.
10. Increased due to revised construction costs and future remodeling in Natural Sciences basement as reflected in Final Budget adopted 9/8/03 (p. 79).
11. Previously included in Remodeling Phase One budget.



12. Increased due to decision to replace buildings rather than renovate and inclusion of Central Plant structure.
13. Increased due to decision to replace both the Shops and Technical Arts buildings and consolidate into one complex.
14. Adjusted for change in total category amount.

Campus Site Improvements: Accessibility, Safety/Security (CSI)

15. Increased due to revised design and cost estimate.
16. Now included in Lighting – Upgrade/Replace all Lots
17. Decreased due to revised cost estimate.
18. Decreased due to reduction in number of parking spaces from 750 to 603.
19. Increased due to revised cost estimate.
20. Adjusted for change in total category amount.

Energy Efficient Improvements (EEI)

21. Now included within specific project budgets.
22. Now included within specific project budgets.
23. Adjusted for change in total category amount.

Health and Safety Improvements (HSI)

24. Increased to include structural strengthening, remodeling needs and energy efficiency improvements.
25. Increased to include Art North Wing project, structural strengthening, remodeling needs and energy efficiency improvements.
26. Now included in Art and Behavioral Sciences budget.
27. Now included in Music budget.
28. Now included in Central Plant budget.
29. Increased to include structural strengthening, remodeling needs and energy efficiency improvements.
30. Decrease due to revised cost estimate.
31. Increased to include structural strengthening, remodeling needs and energy efficiency improvements.
32. Increased due to design changes and revised cost estimate.
33. Decreased due to revised cost estimate.
34. Now included within specific project budgets.
35. Now included in Central Plant budget.
36. Increased to include structural strengthening, remodeling needs and energy efficiency improvements.
37. Increased to include structural strengthening, remodeling needs and energy efficiency improvements.
38. Increased to include structural strengthening, remodeling needs and energy efficiency improvements.
39. Increased to include Campus Theatre, structural strengthening, remodeling needs and energy efficiency improvements.
40. Increased due to revised design and cost estimate.
41. Increased to include structural strengthening, remodeling needs and energy efficiency improvements.
42. Increased to include structural strengthening, remodeling needs and energy efficiency improvements.
43. Increased to include structural strengthening, remodeling needs and energy efficiency improvements.
44. Increased to include South Gymnasium, Women’s Shower and Locker, structural strengthening, remodeling needs and energy efficiency improvements.
45. Decreased due to revised cost estimate.
46. Decreased to actual amount reimbursed.
47. Decreased due to revised cost estimate.
48. Increased to include structural strengthening, remodeling needs and energy efficiency improvements.

- <sup>49</sup> Now included in Pool and Health Center budget.  
<sup>50</sup> Increased due to revised cost estimate.  
<sup>51</sup> Now included in Vocation Education Complex budget.  
<sup>52</sup> Now included in Pool and Health Center budget.  
<sup>53</sup> Adjusted for change in total category amount.

#### Information Technology and Equipment (ITE)

- <sup>54</sup> Now included in specific project budgets.  
<sup>55</sup> Adjusted for change in total category amount.

#### Physical Education Facilities Improvements (PEFI)

- <sup>56</sup> Adjusted for change in total contingency amount.

### **B. CONTRACT AMENDMENT**

**Degenkolb Engineers** – Provide engineering services to perform an Initial Assessment Study of ~~twenty-five~~ **twenty-six** (26) buildings located on the El Camino College campus. Study to include (1) Building by building evaluation to identify structural deficiencies and limitations, (2) Building grading system, (3) Site plan with building information, and (4) Recommended analysis to mitigate any identified structural deficiencies. Dates of Service: 7/1/03 through ~~12/31/03~~. **3/31/04**. Cost: ~~\$52,000~~; Reimbursable Expenses \$4,750. Total Cost **\$57,250**. Blanket Purchase Order number - BPO #69008. Originally Board Approved on July 21, 2003. Account number 42-56211-01-710000-0223.

Initial Assessment Study to include the following:

- Building by building evaluation based upon the American Society of Civil Engineers (ASCE) document 31 in conjunction with California Building Code, CCR Title 24,
- Building Grading system,
- Site plan with building information,
- Recommended analysis to mitigate any identified structural deficiencies.
- **Add: Business building structural review.**

### **III. RATIFICATION**

#### **A. 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.

Run Date  
2/2/2004

## El Camino Community College District Measure "E" Purchase Order Listing

Meeting Date: 2-17-2004

*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 be approved and that payment be authorized upon delivery and acceptance of the items ordered.*

P.O. Number	Vendor Name	Site Name	Description	P.O. Cost
P0069109	Quality Business Machines	Student &Community	New Equipment – Noninstruc.	\$692.53
P0069111	Crenshaw Lumber	Industry & Technology	New Equipment – Noninstruc.	\$1,359.85
P0069112	Discoprint	Industry & Technology	New Equipment – Noninstruc.	\$543.30
P0069114	Innovative Medical Marketing	Health Sciences	New Equipment – Noninstruc.	\$414.26
P0069115	Advanced Pacific Tank Mfg.	Hazardous Materials	Group I Equipment	\$5,193.84
P0069116	HSM	Student & Community	New Equipment – Noninstruc.	\$1,110.44
P0069118	Scott Piamonte AV	Industry & Technology	New Equipment – Noninstruc.	\$2,101.28
P0069119	Tritronicsinc	Industry & Technology	New Equipment – Noninstruc.	\$43.94
P0069120	CCS Presentation Systems, Inc.	Industry & Technology	New Equipment – Noninstruc.	\$219.60
P0069122	Time Clock Sales and Service	Student & Community	New Equipment – Noninstruc.	\$706.87
P0069125	Praxair	Industry & Technology	New Equipment – Noninstruc.	\$25,167.14
P0069133	Delphin Computer Supply	Student & Community	New Equipment – Noninstruc.	\$494.16
P0069134	Delphin Computer Supply	Student & Community	New Equipment – Noninstruc.	\$146.14
<b>Total :</b>		<b>13</b>		<b>\$38,193.35</b>
B0069110	Psomas	Master Planning	Professional Services-Bon	\$39,500.00
B0069114	Willdan	Entrance-Redondo Bch	Professional Services-Bon	\$5,500.00
<b>Total :</b>		<b>2</b>		<b>\$45,000.00</b>
<b>Total POs and BPOs :</b>		<b>15</b>	<b>TOTAL :</b>	<b>\$83,193.35</b>

**B. CHANGE ORDERS**

None

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2004 Facilities Master Plan Map not available electronically

**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 and temporary classified service employees as shown in items 1-13, 1-13 and 1.

### **Certificated Personnel:**

1. Pre-Retirement – Ms. Carolyn Brown, full-time instructor of piano, to work a reduced load of 55% in Fall and 57% in Spring, for five years beginning Fall 2004 through Spring 2009, in accordance with the Agreement, Article XVIII, Section 2(c).
2. Amend Leave of Absence (100%) – Mr. Jason R. Suarez, full-time instructor of History, effective February 11 (instead of February 17) through June 13, 2004.
3. Amend Leave of Absence (50%) – Ms. Cheryl Kroll, full-time instructor of English, to continue working 50% Teacher Education Program Counselor (TEP), and take 50% personal leave of absence, effective January 17 (instead of February 17) through June 13, 2004.
4. Amend Special Assignment – Ms. Josephine Moore, part-time instructor of Medical Terminology to be paid \$50.00 an hour, to teach community education classes for 284 hours (instead of 234 hours) not to exceed \$14,200 (instead of \$11,700), effective June 1, 2003 through June 30, 2004, in accordance with the Agreement, Article X, Section 9(m).
5. Special Assignment – Mr. Jeffrey Lenham, full-time instructor of Education Development, to implement VTEA supported activities, to be paid \$25.05 an hour, not to exceed \$3,478 or 138.842 hours, effective February 17 through June 30, 2004, in accordance with the Agreement, Article X, Section 14(a).
6. Special Assignment – The following part-time temporary Applied Music Duty Instructors to be paid \$25.05 an hour, effective February 17 through June 13, 2004, in accordance with the Agreement Article X, Section 9(m).

<u>Instructor</u>	<u>Not to exceed</u>
Margot Martin	8 hours
Susan Helfter	5 hours
Jeanette Wrate	9 hours

7. Special Assignment – Ms. Kathy Rosales, part-time instructor of Nursing, to conduct not-for-credit classes in Nursing for The L.A. County/Mt. Sac. Nursing contract, to be paid \$50.09 an hour, not to exceed 60 hours or \$3,006, effective January 29 through June 30, 2004, in accordance with the Agreement, Article X, Section 9(m).

8. Special Assignment – Ms. Kathleen DuRoss, part-time instructor of Nursing, to conduct not-for-credit classes in Nursing for the L.A. County/Mt. Sac. Nursing contract, to be paid \$50.09 an hour, not to exceed 100 hours or \$5,009, effective January 29 through June 30, 2004, in accordance with the Agreement, Article X, Section 9(m).
9. Special Assignment – Ms. Linda Leon, full-time instructor of Nursing, to coordinate nursing program through Workplace Learning Resource Center, to be paid \$50.09 an hour, not to exceed 122 hours or \$6,000, effective February 18 through June 30, 2004, in accordance with the Agreement, Article X, Section 14(a).
10. Stipend Assignment – Mr. William Georges, full-time instructor of Technical Theater, to design lights and sound for play #3 “Brighton Beach Memoirs”, to be paid \$1,500 for light design and \$500 for sound design, effective February 9 through April 10, 2004, in accordance with the Agreement, Article X, Section 14(c).
11. Employment – The following part-time instructors of Nursing, to teach for-credit classes in Nursing as part of the LA County/Mt. Sac. Nursing contract, to be paid \$62.287 an hour for Lecture and \$47.746 for lab, effective February 17 through June 30, 2004.

Cynthia Ashby  
 Nina Collins  
 Arlene Mitchell-Harris

12. Employment - Ms. Fumi Tamura, part-time instructor of Nursing, to teach for-credit classes in Nursing as part of the LA County/Mt. Sac. Nursing contract, to be paid \$62.287 an hour for Lecture, effective February 17 through June 30, 2004.

13. Employment – The following part-time/temporary instructors to be hired as needed for the 2004 Spring semester.

**Behavioral & Social Sciences**

Darla Fjeld  
 Austin Gordon  
 Roberto Lacarra  
 Olga Lazin  
 Katherine Santarosa

**Humanities**

Ronald Brutti  
 Yolanda Cuesta  
 Michiko Hirata  
 Kim Runkle  
 Stephanie Williams - Sommerauer

**Community Advancement (Nursing Program)**

Cynthia Ashby  
 Nina Collins  
 Arlene Mitchell-Harris

**Industry and Technology**

John Bechtel  
 Michael Smith

**Natural Sciences**

**Natalia Lev**

**Library**

Gabriella Lopez  
 February 17, 2003

## Health Sciences & Athletics

Lisa Correa  
Monique Eriksen  
Patrician McGinley

### **Classified Personnel:**

1. Retirement – Ms. Janet Clarke, Director of Purchasing and Business Services Division, Administrative Services Area, effective June 30, 2004, and that a plaque be presented to her for years of service to the District since 1984.
2. Resignation – Mr. Tahir Aziz, User Support Technician, Range 37, Step A, Information Technology Services Division, Administrative Services Area, effective February 6, 2004, plus accrued vacation.
3. Resignation – Mr. Robert Carpenter, Clerk Range 17, Step C, Admissions & Records/Enrollment Services Division, Student and Community Advancement Area, effective December 31, 2003, plus accrued vacation.
4. Resignation – Ms. Fang Yu Liu, Computer Lab Specialist I, Range 34, Step E, Learning Resources, Academic Affairs Area, effective February 10, 2004, plus accrued vacation.
5. Termination – Ms. LaTonjya Greene-Anderson, 49.5% Clerical Assistant, Range 20, Step E, Student and Counseling Services Division, Student and Community Advancement Area, effective August 1, 2003, and that she be placed on the 39-month reemployment list.
- ~~6. Termination – Ms. Olivia Veit, Dietetic Technician, Range 17, Step E, Child Development Center/Enrollment Services Division, Student and Community Advancement Area, effective January 29, 2004, and that she be placed on the 39-month reemployment list.~~
7. Personal Leave of Absence 4.15% - Ms. Kathleen Collins, 83.33% Secretary, Humanities Division, Academic Affairs Area, effective February 17 through June 13, 2004.
8. Disability Leave of Absence - Ms. Gayla Gifford, Senior Clerical Assistant, Range 24, Step E, Special Resources Center/Health Sciences & Athletics Division, Academic Affairs Area, effective October 7, 2003 through April 7, 2004.
9. Disability Leave of Absence - Ms. Robin Johnson, Telecommunications Technician, Range 37, Step E, Information Technology Services Division, Administrative Services Area, effective October 2, 2003 through April 2, 2004.

\* Item number 6 pulled and no substitutions were made.

February 17, 2003

Human Resources – Administrative Services 3



10. Personal Leave Of Absence 25% - Mr. Albert Romero, Library Media Technician II, Range 26, Step E, Learning Resources, Academic Affairs Area, effective February 17 through June 13, 2004.
11. Personal Leave of Absence 10% - Ms. Ruth Sanchez, Assistant to Vice President, Range 12, Step E, (Confidential Salary Schedule), Administrative Services Area, effective February 17 through June 13, 2004.
12. Amend Change of Assignment – Ms. Myrna Mendoza, Secretary, Range 25, Step E, from 100% to 85% (instead of 80%), Counseling and Student Services Division, Student and Community Advancement Area, effective January 21 through June 30, 2004.
13. Change of Assignment – Mr. Brian Krause, from 48.8% to 50% Program Coordinator, Range 36, Step B, Special Resource Center/Health Sciences and Athletics Division, Academic Affairs Area, in accordance with Article 5, Section 1(b), effective March 1, 2004.

**Temporary Classified Service Employee:**

1. Ms. Kathy Nguyen - Student Services Technician, Range 28, Step A, Financial Aid/Enrollment Services Division Student and Community Advancement Area, to work approximately twenty-one hours per week, effective February 18 through June 30, 2004.
- 

**B. 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:

Cal State Dominguez Hills Spring '04 Semester: Perspectives in Human Studies–Labor & Ethnicity - June Curtis. Feb. 28– Apr 24, 2004. \$100.00.

**C. AMENDED CHILD DEVELOPMENT CENTER SALARY SCHEDULE**

It is recommended that the Board of Trustees amend the Child Development Salary Schedule to reflect the increase in the monthly stipend from \$200 instead of \$204 as shown on page 8.

**D. APPROVAL BY BOARD OF TRUSTEES: PART-TIME FACULTY SALARY PROPOSAL**

It is recommended that the Board of Trustees approve for Part-Time Faculty a 2.12% on-scale salary increase, effective January 1, 2004, as shown on page 9.

**E. APPROVAL BY BOARD OF TRUSTEES: EL CAMINO CLASSIFIED EMPLOYEES, LOCAL 6142, CFT,AFT, AFL-CIO SALARY SETTLEMENT PUBLIC NOTIFICATION AND DISCLOSURE OF COSTS**

In accordance with AB1200 and Government Code 3547.5, El Camino Community College District is required to publicly disclose the provisions of the El Camino College Employees (ECCE), Local 6142, and any new agreement, before they are finally approved by the Board of Trustees. This is known as the ECCE Notification component of the Statewide Criteria and Standards.” This ensures that the public is aware of the costs associated with a collective bargaining agreement before it becomes binding on the District.

The information provided in the attachments follows the public disclosure format by the State Superintendent of Public Instruction and must be reviewed by the Board of Trustees prior to approval of the provisions in the Agreement Between the District and El Camino College Employees, Local 6142.

It is recommended that the Board ratify the Agreement between the El Camino Classified Employees, Local 6142, AFT, CFT, AFL-CIO and the El Camino Community College District; effective January 1, 2004, as shown in the attachment. The total salary schedule changes effective January 1, 2004 at 2.60% are shown on pages 11-13.

The El Camino College Employees, Local 6142 Salary Settlement Notification Component of the Statewide Criteria and Standards” includes the following information:

- 1) A copy of the proposed contract language and salary agreement in its entirety between the District and El Camino College Employees, Local 6142.
- 2) The summary costs of the agreements.
- 3) The summary of the costs for benefits.

I. Summary of Agreement (Major provisions that affect compensation)

A. COMPENSATION:

Effective January 1, 2004, a 2.60% on-scale increase shall be provided to classified employees. The cost of the salary of the 2.60% increase is \$187,500 (1/2 year amount) or \$375,000 annually.

B. BENEFITS:

No change in health & welfare provisions; added cost of \$34,000 (annual) for OASDI, PERS, STRS and other required District contributions.

**F. APPROVAL BY BOARD OF TRUSTEES: EL CAMINO COLLEGE EMPLOYEES ASSOCIATION, CHAPTER 6142, CFT, AFT, AFL-CIO CONTRACT RATIFICATION**

Upon review of the El Camino College Employees, Local 6142 Salary Settlement Notification Component of the Statewide Criteria and Standards” as previously submitted, it is recommended that  
[February 17, 2003](#) [Human Resources – Administrative Services 5](#)

the Board of Trustees approve the amendments to the Agreement between El Camino College Employees, Local 6142 and the El Camino Community College District, and the amended Salary Agreement, effective January 1, 2004, as shown in the attachment.

#### **G. APPROVAL AND RATIFICATION BY BOARD OF TRUSTEES: EL CAMINO COLLEGE DISTRICT AND THE EL CAMINO POLICE OFFICERS ASSOCIATION CONTRACT REOPENER**

It is recommended that the Board approve and ratify the proposed agreed changes to the Agreement between the El Camino Community College District and the El Camino College Police Officers Association. These changes are the result of discussion during the reopener negotiations. The articles to be ratified are:

Article 6 – Compensation, Section 12(b) and 12(d), Language clarifying the Attendance Incentive Program procedures.

Article 6 – Compensation, Section 10, The use of personal vehicle for Police Officers.

Article 11 – Vacations, Section 5(a), Tentative approval or denial of vacation requests by the Chief of Police.

Article 12 – Holidays, Section 3(b), Observance of Independence Day on the actual weekend day instead of a Friday or Monday.

Article 22 – Agreement Conditions and Duration, Section 5, Corrects year to reopen negotiations.

#### **H. REVIEW BY BOARD OF TRUSTEES: PUBLIC NOTIFICATION & DISCLOSURE OF COSTS FOR SALARY PROPOSAL FOR POLICE OFFICERS ASSOCIATION**

In accordance with AB1200 and Government Code 3547.5, El Camino community College District is required to publicly disclose the provisions of the POA Agreement, or any new agreement before they are finally approved by the Board of Trustees. This is known as the “Police Officers Association Salary Settlement Notification Component of the statewide Criteria and Standards.”

#### **I. APPROVAL BY THE BOARD OF TRUSTEES: POLICE OFFICERS ASSOCIATION PROPOSAL**

It is recommended that the Board of Trustees approve for Police Officers a 2.60% on-scale salary increase effective January 1, 2004. The total salary schedule change, effective January 1, 2004, is 2.60% as shown on pages 10.

##### **I. Summary of Agreement (Major provisions that affect compensation)**

##### **A. COMPENSATION:**

Effective January 1, 2004, a 2.60% on-scale increase shall be provided to classified employees. The cost of the salary of the 2.60% increase is \$3,750 (1/2 year amount) or \$7,500 annually.

**B. BENEFITS:**

No change in health & welfare provisions; added cost of \$750 (annual) for OASDI, PERS, STRS and other required District contributions.

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**J. 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, Worker's Compensation coverage is being provided for the following persons:

Nikki Barber  
Takeshi Higaki

Orlando Medina  
Madeline Morandini

Anita O'Dell

**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**ANNUAL AND HOURLY SALARY SCHEDULE FOR**  
**CHILD DEVELOPMENT CENTER TEACHERS**

**Effective January 1, 2004**

<u>CLASS</u>	<u>EDUC.</u>	<u>STEPS</u>				
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
1.	No Degree	24,879 <b>11.961</b>	25,619 <b>12.317</b>	26,388 <b>12.686</b>	27,169 <b>13.062</b>	27,991 <b>13.457</b>
2.	AA	29,720 <b>14.289</b>	30,599 <b>14.711</b>	31,532 <b>15.160</b>	32,465 <b>15.608</b>	33,452 <b>16.083</b>
3.	BA	34,561 <b>16.616</b>	35,604 <b>17.117</b>	36,674 <b>17.632</b>	37,772 <b>18.160</b>	38,896 <b>18.700</b>
4.	BA+24	39,432 <b>18.958</b>	40,610 <b>19.524</b>	41,872 <b>20.131</b>	43,119 <b>20.730</b>	44,423 <b>21.357</b>

The Lead Child Development Center Teacher will be paid \$204 a month stipend in addition to the appropriate salary on the Child Development Center Teacher Monthly Salary Schedule.

Board Approved: January 20, 2004  
Board Amended: February 17, 2004

**February 17, 2003**

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**PART-TIME FACULTY SALARY SCHEDULE**  
**Effective January 1, 2004**

<u>LECTURE (68%)</u> Step	<u>Class I – BA</u>		<u>Class II – MA</u>	
	Stipend	Hourly	Stipend	Hourly
1	1058	58.776	1121	62.287
2	1104	61.325	1167	64.835
3	1150	63.875	1213	67.380
4	1195	66.415	1259	69.929
5	1241	68.962	1304	72.468
6	1287	71.507	1350	75.022

<u>LAB (69.5%)</u> Step	<u>Class I – BA</u>		<u>Class II – MA</u>	
	Stipend	Hourly	Stipend	Hourly
1	811	45.054	859	47.746
2	846	47.008	895	49.699
3	881	48.963	930	51.650
4	916	50.910	965	53.604
5	952	52.862	1000	55.550
6	987	54.813	1035	57.507

<u>ACTIVITY (73%)</u> Step	<u>Class I – BA</u>		<u>Class II – MA</u>	
	Stipend	Hourly	Stipend	Hourly
1	774	43.021	821	45.591
2	808	44.887	854	47.456
3	842	46.753	888	49.319
4	875	48.612	921	51.185
5	909	50.477	955	53.043
6	942	52.340	988	54.912

<u>NON-INSTRUCTIONAL</u> Step	<u>Class I – BA</u>	<u>Class II – MA (75%)</u>
	Hourly	Hourly
1	34.728	36.803
2	36.234	38.309
3	37.741	39.813
4	39.242	41.318
5	40.747	42.818
6	42.251	44.327

Board approved: February 17, 2004

February 17, 2003

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

**Effective January 1, 2004**

**Police Officers:**

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Monthly:	3772	3964	4171	4391	4619
Hourly:	<b>21.759</b>	<b>22.872</b>	<b>24.062</b>	<b>25.334</b>	<b>26.648</b>

**Trainee Step:**

Monthly:	<b>3397</b>
Hourly	<b>19.599</b>

Board Approved: February 17, 2004

February 17, 2003

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## Classified Salary Schedule Effective January 1, 2004

Range	<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>
1	1591	1673	1751	1829	1917	9.18
2	1630	1707	1807	1875	1960	9.40
3	1673	1751	1829	1917	2009	9.65
4	1707	1807	1875	1960	2057	9.85
5	1751	1829	1917	2009	2104	10.10
6	1807	1875	1960	2057	2161	10.43
7	1829	1917	2009	2104	2212	10.55
8	1875	1960	2057	2161	2272	10.82
9	1917	2009	2104	2212	2318	11.06
10	1960	2057	2161	2272	2375	11.31
11	2009	2104	2212	2318	2433	11.59
12	2057	2161	2272	2375	2490	11.87
13	2104	2212	2318	2433	2557	12.14
14	2161	2272	2375	2490	2614	12.47
15	2212	2318	2433	2557	2682	12.76
16	2272	2375	2490	2614	2744	13.11
17	2318	2433	2557	2682	2811	13.37
18	2375	2490	2614	2744	2881	13.70
19	2433	2557	2682	2811	2952	14.04

February 17, 2003

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## Classified Salary Schedule Effective January 1, 2004

Range	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	Step A Hourly Equivalent
20	2490	2614	2744	2881	3031	14.37
21	2557	2682	2811	2952	3099	14.75
22	2614	2744	2881	3031	3179	15.08
23	2682	2811	2952	3099	3257	15.47
24	2744	2881	3031	3179	3344	15.83
25	2811	2952	3099	3255	3427	16.22
26	2881	3031	3179	3344	3519	16.62
27	2952	3099	3255	3427	3596	17.03
28	3031	3179	3344	3519	3687	17.49
29	3099	3255	3427	3596	3783	17.88
30	3179	3344	3519	3687	3880	18.34
31	3255	3427	3596	3783	3977	18.78
32	3344	3519	3687	3880	4086	19.29
33	3427	3596	3783	3977	4188	19.77
34	3519	3687	3880	4086	4297	20.30
35	3596	3783	3977	4188	4403	20.75
36	3687	3880	4086	4297	4517	21.27
37	3783	3977	4188	4403	4633	21.83
38	3880	4086	4297	4517	4753	22.38
39	3977	4188	4403	4633	4879	22.94

February 17, 2003

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### Classified Salary Schedule Effective January 1, 2004

Range	<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>
40	4086	4297	4517	4753	5009	23.57
41	4188	4403	4633	4879	5134	24.16
42	4297	4517	4753	5009	5271	24.79
43	4403	4633	4879	5134	5406	25.40
44	4517	4753	5009	5271	5548	26.06
45	4633	4879	5134	5406	5687	26.73
46	4753	5009	5271	5548	5843	27.42
47	4879	5134	5406	5687	5986	28.15
48	5009	5271	5548	5843	6149	28.90
49	5134	5406	5687	5986	6297	29.62
50	5271	5548	5843	6149	6472	30.41
51	5406	5687	5986	6297	6638	31.19
52	5548	5843	6149	6472	6816	32.01
53	5687	5986	6297	6638	6985	32.81

\* Longevity Increments

Add \$ 75 per month to step after 20 years of service

Add \$150 per month to step after 25 years of service

Board Approved: February 17, 2004

February 17, 2003

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**AGREEMENT**

**BETWEEN**

**EL CAMINO COMMUNITY COLLEGE DISTRICT**

**EL CAMINO CLASSIFIED EMPLOYEES**

**LOCAL 6142, CFT, AFT, AFL-CIO**

**EFFECTIVE**

**JANUARY 1, 2004**

**THROUGH**

**DECEMBER 31, 2006**

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## **AGREEMENT**

THIS AGREEMENT made and entered into this the 24th day of November 2003, by and between EL CAMINO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “District” or “College”, and EL CAMINO CLASSIFIED EMPLOYEES, LOCAL 6142, CFT, AFT, AFL-CIO hereinafter referred to as “ECCE”.

### **ARTICLE 1**

#### **Recognition**

Pursuant to the certification of the Public Employment Relations Board of the State of California, dated March 2, 2001, in Case No. LA-DP-335 the District recognizes ECCE as the exclusive representative of all Regular and Restricted Classified Employees, hereinafter referred to as “Employees,” as listed in Appendix “A,” excluding those designated as supervisory, confidential, and management employees: campus police officers: and all other employees of the District not designated as members of the classified service. If the District intends to create any classified series or classification(s), it shall notify ECCE prior to implementation, describing the classification(s) to be created, and number of positions in the bargaining unit or excluded therefrom. ECCE may request a meeting to discuss the matter, with such meeting to be held prior to any District action being taken. Any disputed case shall be submitted to PERB.

## ARTICLE 2

### Definitions

**“Anniversary Date.”** The original date of hire in the employee’s present classification.

**“Calendar Day.”** Any day of the month or year (Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday).

**“Calendar Year.”** January 1 through December 31.

**“Classification.”** Any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in a classification.

**“Classification Specification.”** Specifications which fix the prescribed duties to be performed in positions of the classified service.

**“College.”** The El Camino Community College District.

**“Day of Work.”** Any day an employee works.

**“Dean, Director or Manager.”** The person occupying that position or that Dean, Director or Manager’s specified designee.

**“Demotion.”** 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, and may occur as a result of District initiated action or as a result of agreement between the Employee and the District.

**“Differential.”** A salary allowance in addition to the basic rate or schedule based upon hours of employment.

**“Displacement Right.”** The right of a classified employee, under certain conditions as specified in Article 18, Layoff, to displace an employee with less seniority in a classification.

ARTICLE 2

**“District.”** The El Camino Community College District.

**“ECCE.”** El Camino Classified Employees, Local 6142, CFT, AFT, AFL-CIO.

**“Employee.”** An employee hired to fill a position within the classifications represented by ECCE. (listed on Appendix “A”)

**“Fiscal Year.”** July 1 through June 30.

**“Fiscal Year (Current).”** July 1 - June 30 of the present fiscal year.

**“Fiscal Year (Previous).”** The year immediately preceding the current fiscal year.

**“Harassment.”** Repeated malicious annoyance, tormenting, teasing, pestering, or belittling in order to intentionally disrupt an employee’s work environment.

**“Hazardous Duty.”** Any work assignment which has been so designated by the Director of Risk Management.

**“Local” or “Union.”** El Camino Classified Employees, Local 6142, CFT, AFT, AFL-CIO.

**“Mediation.”** A process which attempts to resolve disputes based upon the mutual interest of the parties.

**“Minimum Qualifications.”** Qualifications mandated for the position and which must be possessed by an employee before the employee can be considered for employment in a specific classification.

**“Off-Site.”** Any location not within the El Camino College campus boundaries.

**“Out-of-Class.”** Performing duties which are not fixed and prescribed for the job for any period of time which exceeds 5 working days within a 30 calendar day period.

**“Permanent Employee.”** A regular employee who successfully completes an initial probationary period.

**“Probationary Employee.”** A regular employee who will become permanent upon completion of the prescribed probationary period of one (1) year.

**“Promotion.”** 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.

**“Reclassification.”** An upgrade of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.

**“Reemployment.”** The return to duty of an employee who has been laid off or whose employment had been previously terminated.

**“Regular Employee.”** Any employee, whether permanent, probationary, full-time, or part-time, who is not a restricted, substitute, short-term (hourly, non-certificated temporary, casual or temporary) or student employee.

**“Short-Term Employee.”** A person who is employed to perform a service for the District, upon the completion of which the service required or similar services will not be extended or needed on a continuing basis. (Short-term employees include: hourly, non-certificated, temporaries, casual and temporary employees.)

**“Substitute Employee.”** Any person employed to replace any classified employee who is temporarily absent from duty.

**“Sexual Harassment.”** An illegal practice by which an employee or individual is approached by another individual with an unwanted sexual advance which conditions an employment benefit upon an

exchange of sexual favors. Sexual harassment also includes unwanted lewd or derogatory sexual references which intimidate or greatly offend an individual in the workplace. See “Prohibition of Sexual and Other Harassment” in Board Policy 3430.

**“Work Day.”** Any day the District offices are open for business to the public.



## 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. The District shall provide adequate notice and consult with ECCE before implementation of policies and/or practices which have an impact on the terms and/or conditions of employment for classified employees in the bargaining unit. 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 (1) all decisions and conditions relating to all sources of District income, (2) all investment policies and practices, and (3) 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 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, and the right to contract out work, subject to the requirements of the Education Code and as provided in Article 20, Section 8 of this Agreement;

(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 procedure for such positions, duties to be performed, and direction of employees covered by this Agreement, and the utilization of personnel not covered by this Agreement;

(f) The right to determine and implement affirmative action and equal employment policies and programs;

(g) The right to determine the assignment of employees to work schedules, locations, facilities, offices, equipment, functions, and activities;

(h) The right to determine standards of performance for all employees pursuant to the procedures to be used for evaluation of employees as provided by Article 10, and the right to determine whether any employee adequately meets such standards, subject to the Grievance Procedure as provided by Article 25;

(i) The right to suspend or dismiss employees or to otherwise take disciplinary action against a employee subject to the requirements of Article 23;

(j) The right to lay off employees and thereby reduce the number and hours of employees and terminate or partially terminate the services of employees subject to the requirements of Article 18;

(k) The right to determine the school calendar, with the exception of 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;

### ARTICLE 3

(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 ECCE

#### Section 1. Dues Deduction.

The District will deduct from the pay of employees covered by this Agreement the dues of those employees who are members of ECCE upon receiving the employee's voluntary and written authorization for the District to make such deduction. Such authorization shall not be revocable for the duration of this agreement. The District will pay over to ECCE the amount so withheld, which amount shall be reported to and paid to ECCE on a monthly basis. ECCE will give the District at least forty-five (45) calendar days advance notice of any change in the amount of the monthly dues. No dues authorization deduction will be effected until it has been received by the District Payroll Office by the tenth of each month for that pay period. ECCE agrees to reimburse the District for any dues withheld and paid to ECCE by mistake. If the District fails to deduct the dues of an Employee who has executed a valid authorization for such deduction, the District will make the correction at the next payroll period if notified by ECCE within ample time to make the correction. No such payroll adjustment shall exceed three (3) months dues.

#### Section 2. Access to Work Areas.

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

ARTICLE 4

Section 3. Access to Bulletin Boards.

ECCE 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 ECCE shall be on designated employee bulletin boards only.
- (b) Items posted by ECCE shall contain the name of ECCE and shall be signed and dated by an official of ECCE.
- (c) A copy of posted information shall be filed with the Human Resources Office by ECCE.

Section 4. Use of Facilities for Meetings.

ECCE 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 ECCE.

Section 5. Distribution of Information.

ECCE shall have the right to distribute information to employees on campus and off-site 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 inter-campus system shall bear the name of ECCE and the date. A copy of any general memoranda mailed to all employees shall be filed with the Human Resources Office by ECCE.

ARTICLE 4

(b) Usage shall be restricted to distribution of information which is noncommercial and which is not in violation of Article 20, Section 4, 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 ECCE.

(d) Distribution between District operating locations and employee mailboxes 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.

Except as provided in Section 8 of this Article, ECCE shall not have the right to use District equipment or supplies to conduct ECCE business, except ECCE officers may, with permission of the appropriate Dean, Director or Manager, have limited use of office equipment provided ECCE provides its own paper supplies.

Section 7. Documents.

Upon written request of ECCE the District shall provide ECCE with copies, within fifteen (15) work days, of any documents that are a matter of public record provided that these materials are not confidential. ECCE 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 appropriate area vice president.

Section 8. Office Space and Telephone Service.

(a) The District will provide ECCE leased office space and on-campus telephone service, electronic mail and internet privileges in accordance with the District's E-Mail, Internet and Network Policy, "Board Policy6160", for the purpose of conducting the Local's business. The leased rate shall not exceed the prevailing rate in the immediate area and will be negotiated for the term of this contract. Such office space shall not be used for political or any other purpose or business not related to the Local's

business. Telephone equipment and long distance telephone calls will be the responsibility of ECCE. The District shall list the location and telephone number of ECCE in the campus telephone directory.

(b) The District will make warehoused unused/undesignated equipment, which may include but is not limited to, a typewriter, computer, printer, filing cabinets, and furniture available to ECCE for this office.

Section 9. Use of District Personnel During Workday.

(a) With prior approval of the employee's supervisor reasonable time off without pay may be granted to employees to attend monthly ECCE Local meetings.

(b) With prior approval of the employee's supervisor, reasonable time off without pay may be granted to ECCE officers or representatives to perform other duties for ECCE. For approval, employees must complete the District's Release Time Authorization Form which must also bear the signature of an elected member of the ECCE Executive Board.

(c) The ECCE President shall be granted forty (40) hours of paid release time per calendar year for the purposes of attending to union business. Time on union business shall be spent at El Camino College and shall not be used for any purposes prohibited by California Education Code 7054.

(d) Reasonable released time with pay shall be granted to an employee officially designated to represent ECCE to attend public meetings of the Board of Trustees.

(d) (e) Annual Conference, Convention and Related Events

The District will grant designated ECCE representatives leave with pay for a combined total of twenty-five (25) work days or two-hundred (200) work hours per calendar year for the purpose of attending ECCE's annual conference, convention or related events such as training opportunities or professional development. The requests for leave of absence for ECCE representatives shall be submitted by ECCE to the Human Resources Office on the District-provided Release Time Authorization Form with

as much advance notice as possible. ECCE and/or the employee in question will submit a copy of said request to the employee's immediate supervisor. ECCE and the District may, upon mutual agreement, apply any remaining release time for this purpose to the following year due to extenuating or unforeseen circumstances.

Section 10. Copies of the Agreement.

The District will reproduce this Agreement and distribute a copy to each employee and will distribute a copy to each newly hired employee at the time of employment. The District shall provide each newly hired bargaining unit employee an ECCE information packet. ECCE shall provide the District with said packet.

Section 11. Board Minutes and Agenda.

The District will furnish ECCE 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.

ARTICLE 4



Section 12. Personnel Roster.

The District shall provide ECCE each December with a complete list or lists of all employees, including names, classifications and division location. Home addresses and phone numbers will also be provided, except for those employees who request exclusion. The list will be updated in April.

Section 13. Calendar Committee.

During the fall semester each year the District shall establish a Calendar Committee. ECCE shall be entitled to appoint two voting members as its representatives on the committee.

Section 14. Other Committees.

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.

Section 15. Policy Book.

The District shall provide ECCE with a complete Board of Trustees policy book and shall provide electronic updates of any additions, deletions or amendments as soon after their adoption as possible.

Section 16. Release Time Procedures

(a) Release time will be scheduled with the respective supervisor or manager to not interfere with the business operations of the division.

(b) Prior to contractual released time with or without pay as specified in Sections 9 and 14 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 ECCE will complete and submit a classified employee Release Time Authorization Form to the Human Resources Office and forward a copy to the immediate supervisor of the employee. The Human Resources Office will review the form(s) for appropriate activities and will meet with ECCE representatives on a regular basis to review any

concerns, discrepancies or adjustments that may be required. A copy of the Classified Unit Employee Release Time Authorization Form is attached as Appendix H.

(c) The Human Resources Office will periodically provide ECCE with the amount of release time used by the Union on a quarterly basis. Section 17. Representative (Service) Fees.

It is the purpose of this section to implement the provisions of Senate Bill 1960, which amended the Educational Employment Relations Act regarding fair share representation (service) fees paid to the exclusive representative. The initiation of payroll deductions is expressly subject to the Local providing the required notice to the District and employees per subparagraph (a), and applicable regulations of the Public Employment Relations Board. Employees who are members of the Local pay their dues per the provisions of Section 1 of this Article.

(a) Upon thirty (30) days written notification from the Local to the District and to the affected employee specifying the amount of the employee's service fee, the District will deduct monthly service fees in the amount specified by the Local from the employee's salary.

(b) The District shall cause payroll deductions to be made in accordance with the District's procedures and the Local's dues and service fees schedule, or payments to a designated charitable fund in lieu of service in case of an employee's bona fide religious objection.

(c) Employees, in lieu of payroll deductions, may pay dues or service fees directly to the local or, in the case of a bona fide religious objection, with proof of payment to a designated charitable fund.

ARTICLE 4

(d) The Local may specify a change in the amount of the dues or service fees provided an authorized ECCE officer submits a written notice to the District for such an adjustment.

(e) The District shall, without charge, transmit to the Local the sums deducted under this section, except that the District shall transmit to a designated charitable fund sums deducted in lieu of service fees in the case of an employee's bona fide religious objection.

(f) Any employee who has a bona fide religious objection, as defined in Government Code section 3546.3, to the payment of service fees in support of an "employee organization," as defined in Government Code section 3540.1(d), shall not be required to join, maintain membership in, or pay dues or service fees to Local 6142. However, such employee shall be required, in lieu of Union service fees, to pay sums equal to such service fee to any one of the following three designated, non-religious, non-labor, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the United States Internal Revenue Code:

(1) El Camino College Foundation

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(g) The Federation and the Local agree to defend and hold harmless the District, its officers, employee and agents with respect to any claims or actions arising out of dues deduction, or processing dues or representation (service) fees.

ARTICLE

## ARTICLE 5

### Hours of Service

#### Section 1. Work Week.

(a) **The standard work week for a full-time Employee shall be 40 hours of scheduled duty per week of not more than five (5) consecutive work days.**

(b) The District may establish a work week of less than forty (40) hours, but no less than twenty (20) hours, in which case the 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) The standard work week for an Employee for the summer session, as designated by the District, of eight (8) consecutive weeks shall consist of thirty-two (32) hours of scheduled duty per week on not more than four (4) consecutive work days. The Employee will be compensated for each such week on the basis of forty (40) hours worked during such week. Such sixty-four (64) hours is the equivalent of three and two-tenths percent (3.2%) on the salary schedule.

(1) In order to accommodate District Center for the Arts programs and events, employees and their immediate supervisor may, upon mutual agreement, reschedule the eight (8) Fridays off to another time in August or September that does not interfere with scheduled programs or events during the same month.

(d) In order to equalize the eight (8) Fridays during the summer months that 12 month employees received in lieu of a 3.2% salary increase in accordance with Article 5, Section 1 (c), any employee working less than a full time 12 month schedule will work a 39 hour work week during

their regular 10 month work schedule, compensated for forty (40) hours, to be used at the beginning or end of the work day and mutually agreed upon by the employee and the supervisor.

(e) In order to equalize the eight (8) Fridays during the summer months that 12 month employees received in lieu of a 3.2% salary increase in accordance with Article 5, Section 1 (c), all permanent part-time employees scheduled to work a 20 hour week will work 16 hours during the week, for the 8 weeks in the summer, no matter what their regular schedule is and will be paid compensation for 20 hours.

(f) Any permanent part-time employee scheduled to work less than a 19.5 hour week will have a pro-rated schedule accordingly.

(g) In order to equalize the eight (8) Fridays during the summer months that on-site Employees receive in lieu of a 3.2% salary increase, Employees assigned to an off-site location(s) and who are required to work some or all of the Fridays that the on-site Employees are off during the summer, and in accordance with Article 5, Section 1, and sub-sections (c), (d), and (e), will receive equivalent days worked to be used at the employees discretion throughout the year. The Employee is required to provide a written request for use of the equivalent eight (8) days. If during the year, the employee is unable to use these days due to the denial by the immediate supervisor, or appropriate Dean, Director, or Manager, the employee shall be compensated at the regular overtime rate of pay for the pay period requested.

(h) The District may close down operations during the Winter Recess. See Article 14, Section 1(a).

Section 2. Work Day.

(a) The standard work day for a full-time Employee shall be eight (8) hours of scheduled duty per day.

(b) The District may establish a work day of less than eight hours pursuant to Section 1(b) of this Article.

(c) The District may establish work days of more than eight (8) hours per day for employees in the Classifications and/or positions listed in Appendix 'E', where support of the educational program requires fluctuation in daily working hours, provided that the total hours regularly assigned do not exceed forty (40) hours per week. Employees in the Classifications and/or positions listed in Appendix 'E' shall be given a fixed schedule for each calendar month at least one week in advance of the month. As conditions warrant, the District and ECCE may agree to add or delete Classifications and/or positions on the list.

Section 3. Work Schedules.

(a) Upon initial employment and any subsequent change of Classification, each Employee shall be furnished by the District with a notice which shall specify the employee's duty hours and days of work, assignment or work location, Classification Specification, where applicable, and salary data.

(b) The District may extend the regularly assigned work day or work week of an Employee on an overtime basis when such extension is 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.

(c) An Employee may request a change in working hours. The immediate supervisor will give reasonable consideration to the request. If denied, the Employee may appeal to the immediate

supervisor's Dean, Director, or Manager for further consideration. If denied, a written statement as to the reason for the denial will be provided to the employee.

Section 4. Meal Periods and Rest Periods.

(a) Specified times for meal periods and break periods pursuant to the provisions of this Section shall be established by the District.

(b) Duty free meal periods shall be granted, normally during the middle of the work day, without compensation, and may be either thirty (30), forty-five (45), or sixty (60) minutes in duration as specified by the division Dean, Director or Manager, for employees assigned to work five (5) consecutive duty hours or more.

(c) Rest periods shall be granted, normally during the middle of each duty period of four (4) consecutive work hours during a work day, not to exceed twenty (20) minutes including any traveling time. Rest periods shall be a part of the regular work day and shall be compensated at the employee's regular rate of pay.

(d) Meal periods and rest periods may not be accumulated and shall be taken during the period of each work day and duty period as specified; however, if an employee is required to miss a regularly scheduled meal period or rest period, the meal period or rest period may be taken at a different time convenient to the employee and his/her supervisor.

(e) For employees of the Campus Police Division while serving during swing and graveyard shift assignments, who are required by the District to be on call at their on-campus duty station during meal periods, such periods shall be with pay or their hours of compensable duty shall be adjusted accordingly.

ARTICLE 5

Section 5. Adjustment Time.

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

Section 6.     Voting Time Off.

**Pursuant to the requirements of the Election Code for all statewide and local elections, the District shall provide 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 Employee shall request such time off from the Human Resources Office.**



## ARTICLE 6

### Compensation

#### Section 1. Salary Schedules: Step Placement and Advancement.

- (a) Appendix B is reserved for the Classified Salary Schedule effective January 1, 2004.

Effective January 1, 2004, the District adjust the 2003 classified salary schedule by the ‘Adjusted Cost of Living Adjustment’ (COLA) as described in Appendix I 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 FTES 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. The salary computation formula set forth in Appendix I shall not result in a reduction to the pending classified calendar year salary schedule, should this formula equate to a negative percentage.

- (b) Appendix C is reserved for the Classified Salary Schedule effective January 1, 2005.

Effective January 1, 2005, the District will adjust Appendix B by the Adjusted COLA as described in Appendix I.

- (c) Appendix D is reserved for the Classified Salary Schedule effective January 1, 2006.

Effective January 1, 2006, the District will adjust Appendix C by the adjusted COLA as described in Appendix I.

(d) An employee shall be employed at Step A of the appropriate salary range in accordance with the Classified Salary Schedule in effect as of the employee’s date of employment unless the District specifies a step other than Step A.

(e) From date of employment, change in Classification arising from an approved promotion to another Classification in a higher pay range, step increases shall be granted to be effective on the first day

of the month following completion of six months of active service in such position: thereafter, step increases shall be granted on the first day of the month following completion of 18, 30, and 42 months of active Service in the position.

(f) An employee who receives a change in Classification to a different position title in a higher salary range as the result of a promotion shall be placed on that step of his/her new salary range which would yield closest to a 5.5% monthly salary increase.

(g) Placement of a higher salary range as a result of reclassification or reallocation shall be range to range, step to step.

(h) The timing of an employee's step increment increase shall not be changed by a reclassification or reallocation.

## Section 2. Overtime.

(a) Overtime work must be authorized by the employee's Dean, Director or Manager.

(b) All authorized work in excess of forty (40) hours in a work week or eight (8) hours in a work day, regardless if the hours worked are before or after the employee's regular work day (except as provided in subsection (c) of this Section or as provided in Article 21, Section 2) shall be compensated at one and one-half times the 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 employee and the Dean, Director or Manager. If an employee is required to commence work before his/her regular work day, the employee's regular work day shall not be shortened except by mutual agreement between the employee and the Dean, Director or Manager. 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.

(c) Employees for whom the District has established work days in excess of eight hours per day as provided in Article 5, Section 2(c) are excluded from eligibility for overtime hours worked in excess of eight hours in any work day so long as the required hours to be worked in excess of 40 hours in a work week are compensated at time and one half. When there is a deviation from the work schedule as provided by Article 5, Section 2(c), employees shall be compensated at the overtime rate except the following classifications and/or positions listed in Appendix E, whose hours may deviate on a day to day basis.

(d) Employees who are scheduled to work more than eight hours per day in less than a five day work week for a total of 40 hours are exempt from daily overtime. Overtime shall begin after 40 hours of work per week. The employee may request an alternative work schedule to accommodate special needs. The alternative work week options consist of a 4/40 plan (4 - 10 hour days) or a 9/80 plan (80 hours in 9 days with the work week beginning at noon of the selected day off). The District and the employee must agree to the alternate full-time work schedule which may include work days in excess of eight hours per day. Such mutual agreement will provide that the employee will not receive the compensation as provided in Section 8(b)(4) and will provide that the employee will not be paid daily overtime for scheduled daily hours in excess of eight hours per day. However, employees on an alternate work schedule, who work over 40 hours during their scheduled work week, shall be given compensatory time or overtime pay compensated at the overtime rate. The use of the compensatory time shall be agreed upon by the Supervisor and employee and included in the agreed upon flexible work schedule. The

District may terminate an employee's alternate full-time work schedule after two calendar days notice to the employee.

(e) An employee having a regular work day of four hours or more of duty during a work week shall be compensated for any work required to be performed on the sixth or seventh consecutive day following the commencement of the employee's work week at a rate equal to one and one-half times the employee's regular rate of pay. An employee having a regular work day of less than four hours of duty during a work week shall be compensated for any work required to be performed on the seventh day following the commencement of the employee's specified work week at a rate equal to one and one-half times of that employee's regular rate of pay.

(f) The District shall distribute and rotate overtime work as equally as practicable among qualified employees in the various work units. The appropriate Deans, Directors and Managers will maintain alphabetical lists of employees in the various work units and will record overtime worked. If overtime is offered and the employee requests to be excused, the offered overtime will be recorded as refused and the employee will be placed at the end of the rotation list..

### Section 3. Call-in Guaranteed Pay.

(a) An employee who is required by the District to perform special duties outside of the employee's regular work day or work week on an scheduled overtime basis shall be guaranteed a minimum of three hours pay at one and one-half times that employee's regular hourly rate providing such duties involve time which is not an extension of the regular work day. An employee required to report to work due to an emergency, shall be guaranteed a minimum of four hours pay at one and

one-half times that employee's regular hourly rate providing such duties involve time which is not an extension of the regular work day.

(b) Employees in certain maintenance and operations classifications may volunteer to carry and respond to a cell phone or pager in order to provide coverage for emergencies. Employees accepting this assignment will receive a monthly stipend of \$50 for each month of participation in this special assignment.

Section 4. Hazardous Duty Pay.

The Director of Risk Management will notify the Dean, Director, or Manager, ECCE and the Safety Committee of the determination of a 'high risk' work assignment which qualifies an employee for Hazardous Duty pay. An employee assigned to a designated high risk work assignment shall be compensated at one and one-half times that employee's regular hourly rate of pay.

Section 5. Work out of Classification.

An employee may be required by his or her supervisor or manager to perform duties inconsistent with those assigned to that employee's classification. When such employee is assigned the duties of a classification in a higher range for a period of more than five (5) work days within a 30 day calendar period, the employee's salary shall be adjusted as provided in Section 1(f) of this Article for the entire period the employee is required to work out of classification.

Section 6. Pay Period.

An employee compensated on a monthly basis shall be paid twice per month payable on the 10th and the 25th of the month. Employees compensated on an hourly basis shall be paid once a month payable on the 10th of the month. If the normal pay date falls on a Saturday, Sunday or holidays, the paychecks shall be issued on the preceding workday.

Section 7. Payroll Deductions.

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 as are 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 8. Shift Pay Differential.

(a) An employee who is assigned and works two or more days in any work week to a schedule defined herein, shall receive shift pay differential. Full-time employees shall receive for such week one-quarter of the monthly shift pay differential. 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 employees shall receive shift pay differential on an hourly basis if they are assigned and work the necessary two or more days on a schedule defined herein for each hour worked in such week.

(b) One of the following shift differentials, whichever is the greater, shall be paid for work assignments as follows:

(1) Swing Shift - A work day assignment which ends after 8:30 p.m. shall be compensated on the basis of \$65.00 per month.

(2) Night Shift - A work day assignment which begins at 10 p.m. or later but before 4 am shall be compensated on the basis of \$95.00 per month.

(3) Split Shift - A work day assignment which includes two work periods broken by at least two duty-free hours shall be compensated on the basis of \$80.00 per month.

(4) Irregular Shift - Employees assigned to classifications and/or positions listed in Section 2 (c) of this Article shall be compensated on the basis of \$55.00 per month.

(c) Employees who receive a swing shift or night shift differential premium, shall suffer no reduction in premium when temporarily assigned 20 working days or less to another shift with a lesser premium or no premium. Custodians regularly assigned to the swing or night shift shall continue to receive the higher shift differential when temporarily assigned to another shift.

Section 9. Mileage.

An employee who has successfully completed the District's Safe Driver program and is authorized by a Dean, Director or Manager 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 Internal Revenue Service (IRS).

Section 10. Anniversary Increments.

For the term of this Agreement, an employee who completes 20 years of service with the District will be paid an anniversary increment of \$75.00 per month in addition to his/her step rate for his/her salary range. Upon reaching 25 years of service, the employee's anniversary increment will be increased to \$150.00. The anniversary increment will be on a prorate basis for an employee scheduled to work less than full time.

Section 11. Classification Schedule and List.

The District's schedule of Classifications by Series and Salary Range is set forth in Appendix A.

Section 12. 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, regular classified 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 year. The 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 refers to an employee who may gain permanent status as defined in Section 4 of this Article.

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, any person employed in such position shall be a Regular Classified Employee and shall enjoy all of the rights, burdens and benefits accorded other employees under the terms of this Agreement.

#### Section 2. Probationary Status.

On the date of beginning employment 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 (a) compensation payable under Article 11, Section 4(c); and (b) any period of unpaid leave of more than eleven (11) work days in a calendar month. An employee who has not completed his/her probationary period and who voluntarily leaves the service of the District and who is subsequently reemployed as a Regular Classified Employee may be required to serve successfully a new probationary period of twelve (12) calendar months of active service beginning on the date of reemployment in such position. Employees may petition the Human Resources Office for consideration of previous District probationary service credit to count towards the probationary service credit within a new, yet similar classification.

#### 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. Short-Term Employees.

(a) Short-term employee is a person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.

(b) Short-term (non-certificated temporary, casual, hourly, or temporary) 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 short-term employee exceeds this, he/she shall be classified as a Regular Classified Employee.

(c) Short-term employees shall not be employed for more than one hundred ninety-five (195) working days between July 1 and June 30 of any given year unless and until new limitations as specified in the California Education Code become law and take effect.

Section 5. Substitute Employees.

(a) Substitute employees may be hired for more than 195 working days in any given fiscal year when the substitute is replacing an employee absent from duty due to illness or injury.

(b) When the District is engaged in a procedure to hire a permanent employee to fill a vacancy, the District may fill the vacancy through the employment, for not more than 60 work days, of one or more substitute employees. At the end of the 60 work days, if the District is actively recruiting, the District may continue to use a substitute until the position is filled. If, however, the District is not actively recruiting by the end of the 60 days, it may no longer continue to use the substitute to fill the position.

## ARTICLE 8

### Transfers and Job Vacancies

#### Section 1. Transfers.

(a) A transfer is defined as a change of work location and/or supervision either at the same salary range or voluntarily at a lower salary range.

(b) A voluntary change that would result in an increase or decrease in the workday (part time to or from full time) and/or work year (less than twelve (12) month employee to or from twelve (12) month employee) shall be considered a transfer.

(c) The District may transfer employees on a temporary basis.

(d) The District may transfer employees on a permanent basis, provided that prior to any permanent transfer, notice shall be given to the employee(s) and a conference shall be held between the Dean, Director or Manager and the employee(s) in order to discuss the necessities for the transfer.

(e) Any employee may request a transfer at any time. Such request shall be made in writing to the Human Resources Office and shall be kept on file for six (6) months. Requests on file shall be referred to the appropriate Dean, Director or Manager for review and consideration prior to posting a vacancy.

(f) The District will avail itself of transfer opportunities in lieu of laying off an individual.

#### Section 2. Posting of Notice.

(a) Notice of all job vacancies within the unit shall be posted on designated bulletin boards.

(b) The job vacancy notice shall remain posted for a period of ten (10) full working days, during which time employees within the unit may file for the vacancy.

(c) The District shall forward a copy of all job vacancies to the designated ECCE representative at the time of distribution.

#### Section 3. Notice Contents.

The job vacancy notice shall include: The job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned division, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing an application for the vacancy.

Section 4.     Filing.

Any employee may file for the vacancy by completing a District application form in the Human Resources Office within the filing period. The completed District application form shall remain on active file for a minimum of six (6) months in the Human Resources Office. An employee on leave of absence shall have the right to have another person file for the vacancy on his/her behalf.

Section 5.     Consideration of Applicants.

All employees who apply for a vacant position shall have their application forwarded directly to the respective hiring committee for determination of qualifications. The hiring committee shall determine which employees will be granted an interview. All screening committees for vacancies in classifications covered by their Agreement shall include at least one employee who will be appointed by ECCE within five (5) work days of notification from the committee chair.

## ARTICLE 9

### **Classifications**

#### Section 1. Classification Specifications.

The District will establish and maintain written Classification Specifications for all bargaining unit positions. The District shall provide ECCE with copies and shall make them available to employees as needed.

#### Section 2. Placement in Classification.

Each Employee will be placed in the appropriate Classification as set forth in Appendix A.

#### Section 3. New Classifications or Changes to Existing Classifications.

The District may establish new classifications or change existing classifications as needed. The District will prepare a classification specification for any new or modified classification and will submit the description to ECCE. The parties will meet promptly to negotiate the appropriate salary range for the classification or any reallocations of classification specification currently in effect. If the parties fail to reach agreement, the District may implement the new or modified classification, subject to the grievance procedure.

#### Section 4. Classification Review Process.

(a) The Human Resources Office will be responsible for reviewing classifications for currency.

(b) Positions reviewed and found to have duties performed outside of the established classification will be modified to maintain compliance with the designated classification duties and requirements. Employees found by the Human Resources Office to be “working out of classification” at a higher classification level for more than 5 working days within a 30 day calendar period will have those duties removed and the employees shall be compensated “work out of class” pay for up to 12 months. Employees will receive a status notification in writing with justifications for the District’s decision.

(c) A classified employee whose classification was reviewed by the Human Resources Office may appeal the decision by filing an appeal to the Vice President within 15 working days from the status notification date from the Human Resources Office. The Vice President has 15 working days to grant the appeal or deny it. If the Vice President determines within the 15 working days that critical information was missed or criteria was not applied in the original review, the appeal will be returned to Human Resources for further consideration. The Human Resources Office will review the matter and respond to the employee directly.

(d) If the Vice President denies the appeal, the employee will be notified and no further action will be taken. The decision of the Vice President is final and is not subject to the grievance process.

The District agrees to pay for a mutually agreed upon consulting firm by July 2006 to conduct a classification review of all classifications that are within the classified bargaining unit. The parties may mutually agree to withdraw outdated classifications from the study. The results and recommendations of that study shall be provided to the District and ECCE. The results and recommendations shall become a subject for negotiations between the District and ECCE for the subsequent collective bargaining agreement beginning January 2007.

## ARTICLE 10

### 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 and shall not be used as a sole basis for discipline. 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 according to the provisions of this Article. If an employee has a change of immediate supervisor within ninety (90) days of his/her anniversary month, such employee will be evaluated by the employee's prior immediate supervisor. The results of the evaluation shall be recorded on the appropriate form which shall be completed by the evaluator who shall state the basis for the ratings and comment, where appropriate, as to areas in which performance needs to be improved and/or areas of strength. The evaluation procedure shall include a meeting called by the evaluator with the employee to discuss the employee's performance. Evaluations shall be placed in the employee's personnel file. Evaluations that are more than 5 years old shall not be used by the District or on behalf of the employee in any disciplinary action.

(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 investigates 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 evaluator fails to provide information pursuant to (c) above then that item shall be stricken from the form.

(e) The original copy of the evaluation shall be filed in the individual'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. A copy of any and all evaluations shall be provided to the employee whether the employee has signed them or not.

Section 2. Schedule of Evaluations.

Each probationary employee and restricted employee shall be evaluated at least twice during the employee's probationary period. Each permanent and continuing restricted employee shall be evaluated at least once annually during their anniversary month. The District may make additional performance evaluations for employees at any time.

Section 3. Evaluation Categories.

Evaluation of the competence of unit members (see Classified Employee Performance Evaluation Form - - Appendix J) shall include, but shall not be limited to, consideration of:

1. Quality of Work
2. Quantity of Work
3. Judgment
4. Working Relations
5. Initiative
6. Dependability and Reliability
7. Attendance and Punctuality
8. Safety
9. Communication Skills

The completed Performance Evaluation Form shall include descriptions of "Needs Improvement" and/or "Unsatisfactory" performance in the space provided under the "Comments" portion of the Performance Evaluation Form or as an attachment. In the event a permanent employee receives a needs improvement or unsatisfactory rating in any category on the Performance Evaluation Form, the employee shall receive written recommendations for improvement. An evaluation conference shall be held with the employee for the purpose of assisting in correcting the deficiencies noted on the evaluation. The employee shall have the right to have a union representative present at the time of this evaluation conference. A record of such conference shall be prepared by the evaluator which shall include written



recommendations for improvement. This conference summary shall be placed in the employee's personnel file and a copy submitted to the employee. The District may evaluate the employee after two months from the date of the initial evaluation conference to note improvement or lack of improvement in the category(ies) of deficient performance.Section 4. Acknowledgment of Outstanding Work.

A supervisor who believes that an employee's work performance has been exceptional may complete the District's form entitled "Acknowledgment of Outstanding Work Performance," (see Appendix K). 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 11

### Paid Leaves

#### Section 1. General Conditions.

##### (a) Application for Leave of Absence.

An employee who has cause to request a paid leave of absence shall make written application for such leave by completing a District "Request of Leave" form and submitting the form to the employee's Dean, Director or Manager as far in advance as possible. For (a) bereavement; (b) personal necessity (1), (3), (4) and (5); or (c) disability leave, the employee shall inform his/her Dean, Director or Manager of the absence as soon as possible and the 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) necessitating the employee's absence, and the estimated duration of the absence. Approval of the leave shall be in writing signed by the Dean, Director or Manager of the employee's division. If denied, the employee will be provided with a statement in writing giving the reason(s) for such denial.

##### (b) Supporting Evidence.

The District may require an 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 the subpoena, or a notice of jury service.

##### (c) Paid Leave of Absence Defined.

A paid leave of absence shall mean salary continuance for the employee's normal assignment on the day of the paid absence, with full credit for all District benefits to which the employee is entitled, including service credit. An employee regularly employed in 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.

##### (d) Leave Status.

ARTICLE 11

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

(e) Employees on paid sick leave (Section 4) shall call in daily to supervisors or managers during regularly scheduled work hours unless the employee is physically unable to do so. (f) Failure to Return from Leave of Absence.

An 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/her control, to return to duty in which event the employee must report the circumstances in writing to the District as soon as he/she is able to do so.

(g) The employee will provide at least one (1) day's advance notice of intended return any time the employee has been out on sick leave or industrial accident/injury leave for five (5) or more consecutive work days. The District may require an employee who has been out on sick leave or industrial accident/injury leave for five (5) or more consecutive work days to provide a doctor's release in order to return to work. An employee not providing proper notice or the required release will not be permitted to return to work. It is the employee's responsibility to notify the District regarding the status of their continued leave.

Section 2. Bereavement Leave.

(a) An 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 in 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, an 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 employee or of the spouse of the employee, and the 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.

(d) In addition, the following groups are considered “immediate family”: stepparent, stepchild, 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) An 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 employee’s absence from duty, which cannot be attended to outside of duty hours, and which shall be limited to one of the following reasons:

(1) An accident involving the employee’s person, property, or the person or property of an 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 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 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 employee.

(5) The death of a member of the employee's immediate family (as defined in Section 2 (c) of this Article) when additional leave is required beyond that provided in Section 2 of this Article.

(6) Up to 2 personal necessity days may be used for religious observance.

(7) Other reasons submitted in writing and approved in advance by the Dean, Director or Manager.

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 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. An 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/she is employed bears to twelve (12). An 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 worked bears to the number of hours a full-time (40-hour) work schedule.

(2) A newly hired employee shall be entitled to use only that portion of sick leave award which has been accrued for each month of service actually rendered and may not take full sick

leave for the fiscal year until the first day of the calendar month after the employee 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 an employee may accrue. The full amount of unused annual sick leave shall be accumulated from year to year.

(4) An employee may use sick leave at any time during the year; however, an 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 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 cancelled 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.

(7) The District may specify that a doctor's note is needed if the employee is absent for 3 or more consecutive days.

(c) Difference Pay.

Each 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. Employees receiving difference pay (1/2 pay) may also voluntarily request the use of other accrued time (i.e. vacation or comp-time) to supplement differential pay.

Section 5. Industrial Accident or Illness Leaves.

(a) An 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) An employee who receives a temporary disability payment for such accident or illness under Workers' Compensation shall remit such payment for any period of time while on any paid disability leave to the District. Such obligation shall be limited to the amount payable by the District for such period.

(c) An 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 for each industrial accident or illness. Such leave shall be granted prior to the award of other paid District disability leave benefits for which the employee is eligible.

(d) Upon exhausting benefits provided under this subsection, an employee who continues to be disabled shall be entitled to other paid leave benefits as shown below, provided that all such leave benefits paid shall not, when combined with any temporary disability award under Workers' Compensation, exceed 100% of the employee's regular salary. All paid leave benefits shall be paid in full day increments.

Beginning on Date of Disability.

60 Days Industrial Accident or Illness Leave

- 100 Days
1. Awarded Sick Leave for Current Year
  2. Accumulated Sick Leave for Prior Year(s)
  3. Difference Pay

(1) After exhausting the paid leave benefits described above, the employee will be given the option to use any accrued vacation and/or compensatory time.

(2) Upon use of the 100 days as referenced herein, the employee will use the balance of any accumulated sick leave from prior year(s).

(e) After exhausting all leave provisions described above, the employee shall be eligible for temporary disability payments directly from the District's insurance carrier. *In addition, when all available leaves of absences, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, the employee shall be placed on a reemployment list for a period of 39 months.*

(f) An 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 Workers' 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 signed over, by the amount of pay for the employee's regular assignment.

(h) An 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 and emotional well-being, and in compliance with the American's



with Disabilities Act. The District may provide employees with restricted work activities following industrial accident or illness leave. During restricted work activity assignments, the employee may be subject to medical examinations at District expense when the examination is performed by the District-designated physician, for purposes of determining whether to continue the restricted work activities or whether to return the employee to full duty. Restricted work activity assignments may be modified or terminated by the District at any time.

Section 6. Extended Disability Leave.

If the employee is still disabled at the conclusion of all available paid disability leave(s) and is unable to return to work, Article 12, Section 2, Extended Disability Leave, shall apply. Section

7. Catastrophic Illness/Injury Leave Plan.

(a) In accordance with the provisions of AB2007, the Catastrophic Illness/Injury Leave Plan is available to eligible 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.

(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 off work creates a financial hardship for the employee because he/she has exhausted all sick leave and other paid time off.

(c) The terms and conditions of this plan are included in Appendix "F".

(d) The Catastrophic Illness/Injury Plan is not grievable.

(e) This plan was jointly developed as an institutional program by the employee bargaining units, confidential employees, and management. Changes to this institutional plan cannot be made without the agreement of all constituent groups.

Section 8. 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 the employee's position, before the employee returns to duty after expiration of a disability leave. Such statement shall be submitted by the employee to the Dean, Director or Manager. 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 the duties assigned to the position proportionate to the number of hours worked. The District shall comply with the provisions of the Americans with Disabilities Act as it applies to employees returning from disability leave.

Section 9. Quarantine Leave.

An employee shall receive full salary during the period of quarantine by duly constituted governmental authority.

Section 10. Jury Duty Leave.

(a) An employee, upon submission of the Certification of Jury Duty, 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 an employee at any time when two percent (2%) or more of the total number of employees of the District are on paid jury duty leave.

(c) The 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 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.

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(e) An employee who is assigned to an evening or night work schedule who serves on jury duty shall be reassigned during each day of such service to a day work schedule.

Section 11. Military Duty Leave.

An 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, the National Guard, or the Naval Militia shall, 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.

Section 12. Attendance Incentive Program.

(a) Purpose

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

(b) Annual Recognition

Upon approved application submitted in letter form to the Human Resources Office, 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, comp-time, 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.

(c) This 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) .

(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 3 months of completing twelve consecutive months of perfect attendance.

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 employees may apply for additional leave.

(b) 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.

(c) General guidelines regarding the provisions of both the federal and state Family Care Leave acts are included in Appendix G.

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, 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 employee's accrued sick leave account.

(c) This section does not extend the maximum period of leave to which an employee is entitled under the Federal Family and Medical Leave Act or the California Family Rights Act, and 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 (Personal Necessity Leave) of this Article.

ARTICLE 11

## ARTICLE 12

### Unpaid Leaves

#### Section 1. General Conditions.

##### (a) Application for Leave of Absence.

An 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 employee's Dean, Director or Manager as far in advance as possible. The application for leave shall state the leave category requested, the reason(s) necessitating the employee's absence, and the period of time for which the leave is requested. The disposition of such request will be provided to the employee in writing by an appropriate official of the District. If leave is denied, the employee may submit a request to the appropriate Vice President 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. An 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, with the exception of participation in the Classified Professional Development Leave Program.

##### (c) Continuation of Benefits.

An employee who is granted an unpaid leave of absence of eleven (11) or fewer work days in a month (22 days), shall have his/her current medical, 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. An employee granted an unpaid leave of absence which exceeds eleven (11) work days in a month (22 days), 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.

An 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 possible.

Section 2. Extended Disability Leave.

(a) Conditions.

A permanent 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 11, Section 6, 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 employee's request for such unpaid leave shall be submitted to the Human Resources Office 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 employee is still disabled and unable to perform the essential 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 essential duties of the position, with or without reasonable accommodation, the employee shall notify the Human Resources Office in writing and provide a satisfactory medical release. Upon receipt of such notification and release, an administrator of the Human Resources Office shall notify the employee in writing of any vacant Regular position(s) in the classification of the employee's 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/her proper service credit, as provided in Article 18, in the event another employee in the same classification is eligible for reemployment because of having been laid off under the provisions of Article 18. 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 Human Resources Office, or to accept an appropriate assignment within ten (10) work 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 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 application, 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.

Section 5. 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 employees may apply for additional leave.

(b) 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.

(c) General guidelines regarding the provisions of both the federal and state Family Care Leave acts are included in Appendix G.

ARTICLE 12

## ARTICLE 13

### Vacations

#### Section 1. Vacation Allowance.

An Employee who is regularly employed on a full-time basis shall be entitled to a vacation allowance for each calendar month based on years of service in which the employee is in paid status for eleven (11) days or more as set forth in the following schedule. An employee regularly employed on a part-time assignment shall earn vacation in accordance with the schedule on a prorate basis. The following schedule is effective July 1, 2001:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Accrual</u> <u>(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 employee's Service Date of Employment, which is defined as the first (1<sup>st</sup>) day of the month following employment or the first (1<sup>st</sup>) 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 employee every July 1 and the monthly factor thereby derived will remain in effect until the employee's Service Date of Employment when a changed monthly factor, if applicable, will be implemented for the 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 an 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 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>Years of Service</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 employee's Service Date of Employment when a changed monthly factor, if applicable, will be implemented for the employee's next service year.

Section 3. Entitlement to Vacation.

(a) The vacation allowance shall not be vested with the employee until completion of six months of service with the District. The employee shall not be entitled to take any vacation time until the employee has completed the six months of service, except for any period of mandatory vacation scheduling.

(b) After completion of six (6) months of service, the employee may take his/her earned vacation, subject to the provisions of Section 5 of this Article.

(c) The following shall occur in the event that an employee has more than fifteen (15) days of accrued vacation in January and does not have vacation scheduled that reduces his or her accrual to thirty (30) days by June 30<sup>th</sup>.

The Dean, Director, Manager or Supervisor will, upon consultation with the employee, schedule vacation time so that accumulated vacation does not exceed 30 days as of June 30<sup>th</sup>.

If the accrued rate exceeds 30 days after June 30<sup>th</sup>, the employee will have until December 31<sup>st</sup> to use the additional days that had accrued in the prior fiscal year.

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 June 30<sup>th</sup> will be paid to the employee in January of the next calendar year.

Vacation days earned from July through December shall not be included in the thirty-day limitation from the prior fiscal year.

**(d) During the month of January of each year the Dean, Director, Manager or Supervisor will meet with employees under his/her supervision who are regularly scheduled to work less than twelve (12) months in order to work out a vacation schedule for the employee to take his/her vacation during that year. Less than 12-month employees may carry over five (5) days of vacation to the next year.**

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 and Section 6 of this Article.**

Section 5. Scheduling.

(a) An employee shall submit in advance a request for vacation to the employee's Dean, Director, Manager or Supervisor. Approval of a specific vacation request shall be subject to the staffing needs of the division. The District will designate prior to the beginning of each fiscal year

certain periods of the year during which, due to operational needs of a department or division, vacation requests may not be granted.

(b) A vacation scheduled for a given date may for good cause be rescheduled by agreement between the employee and the employee's Dean, Director, Manager or Supervisor.

Section 6. Vacation Pay Upon Termination.

Upon leaving the employment of the District, an employee shall receive lump-sum compensation for all earned and unused vacation at the employee's current rate of pay. Any vacation time taken and not earned by the date of termination of employment will be deducted from the employee's final check.

Section 7. Holidays During Vacation Period.

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

## ARTICLE 14

### Holidays

#### Section 1. Holiday Calendar.

(a) The District shall provide the paid holidays set forth below to employees. To be eligible for holiday pay, the 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 Day  
Lincoln's Day  
President's Day  
Caesar Chavez Day (if approved by the Board of Trustees and added to the  
College Calendar for any year covered by this 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. These two (2) holidays shall be designated at the time the District Calendar is initially adopted for each year. If the District's Winter Recess closure results in the loss of four (4) work days, the District shall also designate an additional one (1) special holiday during the Winter Recess. In any event the District shall provide three (3) additional holidays (originally provided in 1994, in lieu of a 1.2% salary increase) in accordance with Article 5, Section 1 (h) & Article 6, Section 1.

(b) Employees who are not normally assigned to duty during the winter recess shall be paid for the holidays provided the 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. College Holiday.

Any day declared by the President or Governor of this state as a public fast, mourning, thanksgiving or holiday, in accordance with Education Code 79020 and 1318, or any day declared a holiday by the Board of Trustees shall be a paid holiday for all employees. In the event this occurs, the District and ECCE will, at the request of either, negotiate the designated use of such holiday time.

Section 3. Holiday Pay Computation.

(a) For a full-time employee, a holiday shall be paid on the basis of an eight (8) hour work day and at the rate of pay in effect at the time of the holiday.

(b) An employee regularly employed on a part-time assignment shall be entitled to holiday pay on a prorated basis.

Section 4. Scheduling.

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.

Section 5. Pay for Holidays Worked.

(a) When an employee is required to work on a designated holiday, the employee shall be paid compensation, or given 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 all hours worked for the holiday.

(b) If a full-time employee is assigned to a work week other than Monday through Friday and a holiday falls on the employee's scheduled day off, the employee shall be provided with a substitute holiday or shall be paid compensation in the amount that employee would have been entitled had the holiday fallen within the employee's normal work schedule.

If a part-time employee works on a holiday, the employee shall be paid in accordance with Section 3 (b) for such holiday.

ARTICLE 14



## ARTICLE 15

### Insurance Benefits

#### Section 1. Medical Insurance.

The District shall contribute the minimum payment required in order to participate in the CalPERS medical plan, toward payment of the premium of a medical plan selected by the eligible permanent employee. 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 employees. The District will pay the monthly premium for each eligible employee.

#### Section 3. Optional HMO Plan.

The District will make available to 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, 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 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 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.

ARTICLE 15

(a) The District shall provide as a supplemental benefit plan for each permanent 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 8. The CalPERS system will automatically deduct the monthly insurance premium from the retiree's 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 its life insurance and accidental death and dismemberment insurance plan. The District will pay for the cost of such coverage.

Section 7. Short-Term Disability Income Insurance.

The District will make available to employees a short-term disability income insurance plan subject to the availability of such plan. The employee who elects coverage by this plan shall pay the entire cost of such coverage.

Section 8. 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 9. Voluntary Tax Sheltered Annuities.

An 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 salary.

Section 10. Eligibility.

ARTICLE 15

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 6 of this Article paid in full.

Section 11. 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 ECCE, which in the course of such consultation shall have full access to any material information concerning the cause for 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 employees as the existing programs.

Section 12. Insurance Benefits Committee.

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

ARTICLE 15

## ARTICLE 16

### Resignation and Reemployment

#### Section 1. Written Notice of Resignation.

An employee wishing to leave the service of the District in good standing shall submit to his/her Dean, Director or Manager a written letter of resignation giving at least ten (10) work days (i.e., 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 reason(s) for the resignation.

#### Section 2. Acceptance of Written Notice of Resignation.

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

#### Section 3. Reemployment Subsequent to a Voluntary Resignation.

When the District rehires an employee who was permanent at the time of his/her voluntary resignation, the employee shall be placed on the experience step of the salary schedule occupied at the time of resignation if reemployment is in the same classification the employee occupied at the time of resignation.

## ARTICLE 17

### 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's service with the District shall be considered terminated upon retirement.

#### Section 1. Retiree Medical Insurance.

(a) The District will provide medical insurance for any 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 employee's 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 as noted in Article 17, Section 1 when the retiree turns age fifty-five (55). 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.

ARTICLE 17

## ARTICLE 18

### Layoff

#### Section 1. Notice of Layoff.

Upon the decision of the District to reduce a 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 Human Resources Office.

(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 an 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 April 30. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than forty-five (45) 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 forty-five (45) days prior to the effective date of layoff, informing the employee of 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. The District will provide notification of layoff as far in advance as possible but no less than forty-five (45) calendar days.

(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) calendar day notice provision of this Section, but employees will be given as much notice as is reasonably possible.

#### Section 2. Order of Layoff.

ARTICLE 18

a) The order of layoff of regular classified employees shall be determined by length of service so that the employee who has been employed the shortest time in the affected classification, plus higher classifications, shall be laid off first.

(b) 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.

(c) Length of service means all hours in paid status in a probationary or permanent classified position, excluding any hours compensated on an overtime basis for employees hired on or after July 1, 1971. For employees in the classified service hired prior to July 1, 1971, date of employment in the regular classified service shall be used to determine length of service prior to July 1, 1971.

(d) Any employee whose position is reclassified shall maintain seniority in the former classification. However, if such former classification is abolished as a result of such reclassification, for the purpose of layoff, that employee(s) shall exercise his or her right to bump employees with less seniority in the former range providing that the employee(s) meet the minimum qualifications of the position.

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 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, in which the 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 Human Resources Office in writing of such election not later than three (3) work days after receiving the notice of layoff.

(c) A regular classified employee who has held only one Classification within a promotional series as set forth in Appendix "A" may nonetheless elect to exercise displacement rights within such series, provided that the employee has greater service in the present classification in that series than an employee in a lower classification within that series; the employee is qualified to serve in the lower classification; and the employee notifies the Human Resources Office in writing of such election not later than five (5) work days after receiving the notice of layoff.

(d) A regular classified employee displaced under subsection (b) or (c) of this Section shall be subject to layoff according to the provisions of this Article.

(e) 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 length of 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 Reductions 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 length 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 mailing address on file with the Human Resources Office.

(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 Human Resources Office shall send written notice by registered mail or telegram to the last known address of such employee or employees offering reemployment in order of service.

(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 for 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.

An employee who has attained permanent status shall be entitled to continue the insurance plans as provided in Sections 1, 2, 3, 4 and 5 of Article 15, Insurance Benefits, for a one (1) year period, subject

to the terms of the appropriate insurance policies. The 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.

The District will make every effort to provide ECCE with a seniority roster for classifications affected by layoff as soon as possible, but not less than fifty-five (55) calendar days prior to the effective date of a layoff.

Section 8. Alternative Actions.

As an alternative to layoff, the parties shall meet and confer on alternatives such as furlough and work reductions.

## ARTICLE 19

### Employee Rights

#### Section 1. Non-Discrimination.

(a) The District and ECCE agree not to discriminate against any employee on the basis of race, color, ancestry, religious creed, sex, national origin, marital status, sexual orientation, physical disability (including HIV and AIDS), mental disability, mental condition, age (over 40), status as a Vietnam-era Veteran, or family care leave.

(b) The District shall not discriminate nor retaliate against any employee for reporting improper activities of any District employee nor for reporting any safety hazard. Any complaint of such discrimination or retaliation will be investigated promptly and appropriate action will be taken. Investigation process shall be the same as referred to in Section 2(d) of this Article.

#### Section 2. Harassment.

(a) For purposes of this Section, "harassment" is defined as repeated malicious annoyance, tormenting, teasing, pestering, belittling, beleaguering or verbal threats of violence in order to intentionally disrupt an employee's work environment.

(b) To respect the rights of the parties involved, the complaint will be handled promptly and confidentially.

(c) Should a harassment complaint include the intentional misrepresentation of any information, the District may take formal disciplinary action.

(d) If any employee has a complaint that the employee is being harassed by any District employee, staff, faculty or management, the following procedure will be followed:

(1) The employee will file his or her written complaint within 30 calendar days of the alleged harassment in the office of Human Resources who shall direct the matter to the Vice President

responsible for human resources functions.

(2) Within 10 work days of receipt of the complaint in the Human Resources Office, a two member committee will be formed to investigate and/or conciliate the matter and take appropriate action. The committee will be comprised of the Vice President responsible for human resources or designee and an officer of the Local. The committee will be authorized to request the services of the State Mediation and Conciliation Services if necessary.

(e) This procedure of resolution of harassment complaints is not to be utilized as a substitute for the procedure which the District has established to handle claims of sexual or discriminatory harassment. Access to this procedure does not preclude the employee from filing a grievance pursuant to Article 25, Grievance Procedure, of this Agreement. The procedure set forth in this section is intended to redress situations that do not constitute alleged violations of this Agreement and are not of such a nature as to invoke the District's procedures related to sexual and/or discrimination harassment. An allegation of harassment may not be used as the sole basis for a grievance, but may be cited as an aggravating cause in grieving another provision of this Agreement.

Section 3. Representation Rights.

An employee who meets with a District official in connection with the employee's evaluation or a disciplinary matter, has the right to ECCE representation at such meeting if he/she makes a request for such representation.

Section 4. Personnel Files.

(a) There shall be one (1) official District personnel file for each 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 employee's employment with the District.

(b) The material in the file shall be made available for the inspection of the employee to whom the file pertains except ratings, reports or records which were (1) obtained prior to the employment of the

employee, (2) prepared by identifiable members of the screening committee involved in selection, or (3) obtained in connection with a promotional evaluation.

(c) Official District personnel files shall be available only to specifically designated persons. No other party shall have access to an employee's file, except as the result of a legal proceeding, without the written authorization of the employee. The Human Resources Office shall maintain a log of access to the employee's file by any person not assigned to the Human Resources Office or the Vice President responsible for human resources functions.

(d) An employee or designated representative of ECCE shall have the right to inspect the file except as provided in subsection (b) of this Section upon written request by the employee. The review shall be made during normal business hours and at a time when such employee is not otherwise required to render service to the District unless mutually agreeable to the employee and the employee's Dean, Director or Manager.

(e) 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.

(f) Information of a derogatory nature, except that listed under subsection (b) of this Section, shall not be entered or filed unless and until the 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/her 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 employee shall be released from duty for this purpose, if necessary, without salary reduction.

(g) When an employee requests, the District will seal, in the employee's personnel file, information related to disciplinary matters 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 employee is appropriate.

(h) The Human Resources Office maintains the only official personnel file for each employee. Departments/Divisions may keep in general files notes, annotate calendars, maintain copies of correspondence, and/or maintain copies of unacceptable work products. However, none of these may be used in a disciplinary process without prior knowledge of and receipt of copies by the employee.

If a Dean, Director, Manager or Supervisor obtains written materials or information which may lead to, or is intended for use in the disciplinary process, the employee must be given a copy of such material in a timely manner relative to the specific incident or concern. The Dean, Director, Manager or Supervisor shall not use materials or information which have not been previously provided to the employee prior to the commencement of disciplinary action.

Section 5. Medical Considerations.

If an employee has a physical disability that prevents the performance of the essential duties of that employee's classification, the District will provide reasonable accommodation to the employee consistent with the Americans with Disabilities Act or give consideration to transferring the employee to another position. The Americans with Disabilities Act prohibits discrimination against qualified employees with disabilities, and requires employers to make "reasonable accommodations" where a disabled employee could perform the "essential functions" of his or her job unless the assistance would pose an "undue hardship" on the employer.

**ARTICLE 20**  
General Provisions

Section 1. Medical Examination.

(a) If the District has reasonable cause to believe that an employee's ability to perform duties is impaired by a physical, mental or emotional condition, the Vice President responsible for human resources functions or designee shall informally discuss this concern with the employee involved and may, when appropriate, suggest that the employee seek appropriate professional assistance. Human Resources shall inform the employee of his/her right to representation in this discussion.

(b) If the employee does not or cannot show adequate improvement, over a reasonable period of time, in the performance of duties, or in matter of immediate and serious concern, the Human Resources Office may require the employee to undergo appropriate examinations by a Board Certified or Board Eligible psychiatrist, physician or clinical psychologist specializing in the area of concern selected by the District and at the expense of the District. The employee may request that the psychiatrist, physician or clinical psychologist selected by the District and the psychiatrist, physician or clinical psychologist chosen by the employee select a third such professional to conduct the examination which shall be at District expense. The employee shall be required to execute a release so that the clinical psychologist, physician or psychiatrist may make a confidential report of the findings to the Human Resources Office. In the event the report concludes that the employee is able to perform the required duties, the documentation shall be destroyed by the Vice President responsible for human resources functions or designee in the presence of the employee if the employee requests such destruction. The purpose of the evaluation by the health care professional is to determine the employee's fitness for duty. The

written results of the evaluation will be provided to the District as a confidential personnel record. The report received shall be limited to (1) conclusions regarding the determination of fitness for duty, and if appropriate, (2) a description of the functional limitations of the employee with respect to fitness for duty.

Section 2. Home Address/Telephone Number.

An employee shall be required to keep on file his/her current home address and telephone number in the office of the employee's division and in the Human Resources Office.

Section 3. Tuberculosis Examination.

(a) An x-ray of the chest or a tuberculin skin test shall be required of each employee every four (4) years (unless otherwise specified by law) and the results of such examination shall be filed with the Human Resources Office. 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 finding that the employee is suspected of having active tuberculosis, the employee shall be immediately released of all duties, granted any paid leave benefits to which the employee may be entitled under Article 11 and shall be reinstated only after conclusive evidence is presented that the employee is free of active tuberculosis.

Section 4. Political Activities.

(a) Employees shall not use District funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including but not limited to, any candidate for election to the District's Board of Trustees. This policy prohibits political activity during an employee's working hours, but shall not be construed to prohibit an employee from urging the



support or defeat of a ballot measure or candidate during non-working time. This prohibition does not pertain to the Local's office that is maintained at the College.

(b) The following activities by an employee upon property under the jurisdiction of the District are specifically prohibited:

(1) Posting of political circulars or petitions except on that portion of designated College and Union bulletin boards set aside for that purpose.

(2) Use of the College mail and e-mail systems for the distribution of political material.

(c) Violation of any of the foregoing rules may result in disciplinary action.

Section 5. Notification of Accrued Vacation and Sick Leave.

Each Dean, Director, Manager or Supervisor will make available the earned vacation and sick leave each month for the employees in his/her division. This information will be provided to the individual employee in a manner that protects the privacy rights of other employees.

Section 6. Contracting Out Work.

(a) The District, in compliance with Education Code 88003 shall employ persons for positions that are not academic positions and classify all such employees and positions. All positions as required by Education Code 88004 that are not defined by the regulations of the Board of Governors as an academic position and not specifically exempted from the classified service according to the provisions of Section 88003 or 88076 shall be classified as required by those sections and shall be part of the classified service. Such positions shall include all work required to be performed by the District on a regular and continuing basis except where certification is required.

(b) The District agrees not to contract out any work contained within a job description of an existing classification in the bargaining unit except as provided by the Education and Government Codes or when employees are not available to return on call-back assignment. The essential functions contained in a classified job description within the bargaining unit shall not be transferred to management, supervisors or confidential employees or to students or volunteers except as provided under the Education and Government Codes. While it is understood that Supervisors may perform tasks within a classification, the District agrees at no time will Supervisor or Management employees replace a classified employee or assume the major responsibilities of any classified position.

In the event the District creates a new food service operation as a part of the District's operations, ECCE retains the right to negotiate new classifications and represent those employees for the food services operations.

Section 7. Tools, Equipment and Supplies.

The District agrees to provide employees with all tools, equipment and supplies required for performance of their duties. An employee is prohibited from providing their own tools and equipment.

Section 8. Classified Employee Appreciation Week.

The District shall annually observe that the third full week in May is designated as Classified Employee Appreciation Week and shall observe that week in recognition of Classified Employees. The observances required by Education Code Section 88270 shall be a part of the regular Community College program.

ARTICLE 20

## ARTICLE 21

### Staff Development

#### Section 1. Development Programs.

The District shall conduct an active staff development program (courses, seminars, workshops, etc.) which may include, but is not limited to, safety procedures, stress management, time management, enhancement of current technical knowledge and skills, retraining to meet changing institutional needs, development of innovation in administrative techniques and program effectiveness, computer and technological proficiency programs, implementation of affirmative action and upward mobility, and updating of changes in applicable codes and laws. A needs assessment shall be conducted annually by Staff Development. This assessment shall include an opportunity for employees to submit their views and suggestions. An employee will be given released time for attendance at approved programs.

#### Section 2. Professional Growth.

(a) A Professional Growth Committee is hereby established to be composed of the Director of Human Resources or designee, who shall serve as chair, one additional member appointed by the District and three (3) members appointed by ECCE. The chair shall not vote; however, the chair will authorize or disapprove the final expenditures of funds. The District shall budget a minimum of Fifteen Thousand Dollars (\$15,000.00) for each fiscal year to be awarded by the Committee to employees for participation in educational programs, including college courses, conferences, seminars, etc, that relate to the employee's service or possible future service with the District. Authorized expenses shall include cost of tuition, conference or seminar fees, cost of textbooks, or other written materials and expenses and transportation or portions thereof. The decisions of the Committee on any application are final and not subject to review or grievance. An employee will be given released time for attendance at approved workshops, seminars, and similar activities when such activity conflicts with the employee's work schedule. If the employee is authorized to attend a course that meets over an extended period of time, the

employee will receive no release time for such course; however, the employee's supervisor will attempt, where feasible, to work out an alternative work schedule during the work week to enable the employee to work a full week schedule. Any schedule adjustment resulting in the employee working more than eight (8) hours in any day or days, will not result in payment of overtime compensation.

(b) ECCE may annually sponsor employee enrichment training programs or workshops. The District shall grant eight (8) hours of employee release time annually if the training activity is offered during the regular work day. No overtime shall be paid for attendance at such training programs. Attendance at such training is encouraged, but not mandatory. ECCE and the District may mutually agree to extend the number of hours as contained in this subsection.

Section 3. Training Programs for Designated Classifications.

When the District is able to project requirement(s) for designated classifications, which requirement(s) would likely not be met through the District's recruitment procedures, the District may establish a training program for the classification of skilled trades assistant(s) or technical assistant(s), as the case may be. The training program, which would not exceed one (1) year in duration, will be designated so that the selected employee could obtain sufficient skills to qualify for the position to which the training program is directed. Any such training program will include on-the-job training and may include classroom training, in which event the employee will be released from his/her other duties to attend the required classes.

(a) Upon satisfactory completion of the training program, the employee will receive a stipend of Fifty Dollars (\$50.00) per month in addition to the employee's monthly salary, which stipend will remain in effect so long as the employee remains in the Skilled Trades Assistant or Technical Assistant classification and so long as the employee submits an application for any job opening in the designated classification for which training is completed. The stipend will cease upon the employee's selection for

such opening, or if the employee is accepted for any other vacancy or does not make application for the position.

(b) Any employee who has satisfactorily completed the training program and is awarded a vacancy in the position for which he/she was trained, will be placed in probationary status in such position for a period of one (1) year. If the employee fails to progress satisfactorily in such position, he/she may be returned to the prior classification at any time during such period.

(c) The designated classifications selected for consideration for the training program are as follows:

Maintenance Series: (Skilled Trades Assistant)

1. Electrician Heating and Air Conditioning Mechanic
2. Mechanic
3. Plumber
4. Carpenter
5. Painter
6. Welder

Technical and Related Series: (Technical Assistant)

1. Sound Technician
2. Set Designer
3. Machine Tool Technician
4. Electronic Technician I and II
5. Library Media Technician IV

(d) It is understood that the District will have the discretion to determine if any training program is to be established, the skilled area involved, and the employee or employees in the

classifications of Skilled Trade Assistant or Technical Assistant that are selected for the training program.

Section 4. Educational Reimbursement Program.

(1) The Educational Reimbursement Program is a three (3) year pilot program through the duration of this contract. The offering of the Educational Reimbursement Program is based on the determination of “cap” and that this program is intended as a neutral cost to the District when the Educational Reimbursement Program is offered to assist the District in achieving cap. It will be evaluated annually during the duration of the contract, and adjusted, if necessary, taking into consideration the achievement of cap, or constraints on the District budget. Any changes to this program shall be negotiated by the District and ECCE.

(2) The District will reimburse 100% of the 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:

(3) Eligibility:

In order for a regular permanent (non-probationary) classified 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).

(4) Reimbursement:

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The District will reimburse a regular classified employee up to a maximum of 36 units per academic year, per participant, for each successfully completed (grades of A - D, or "credit") course for applicable 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 60 work days after the availability of semester grades for which reimbursement is requested

(5) Deferment of Fees: Fee deferment is available upon request through the Director of Fiscal Services for those employees who meet the deferment criteria.

(6) Employee Reimbursement for Books: Employees may request reimbursement for required books through the Classified Staff Development Program pending availability of funds, for employees only, for courses taken at El Camino College.

(7) Exceptions: An Exceptions Committee comprised of two (2) ECCE representatives and two (2) District representatives will review and make determinations regarding exceptions to this program. The Vice President responsible for human resources functions, or designee, will serve as the chair of this committee, and may vote only in the event of a tie vote. Any decision of this committee is final and not grievable.

(8) Grievances: This program is not grievable by a spouse or legal dependents of an employee.

(9) 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.

## ARTICLE 21

## ARTICLE 22

### Safety

#### Section 1. Compliance.

The District shall provide work and workplaces that are safe and healthful. The District and employees will follow applicable job safety and health laws while conducting District business. ECCE will cooperate with the District in encouraging employees to maintain a safe and healthy work environment.

#### Section 2. Safety and Health Committee.

The District's Safety and Health Committee shall include three (3) classified staff members appointed by ECCE who shall fully participate in the duties and functions of the Committee. The Safety and Health Committee shall normally meet on a monthly basis.

#### Section 3. Reporting Safety Hazards and/or Unsafe Work Conditions.

(a) Upon identification of any hazard that could result in an injury or illness to individuals, each employee is required to report the hazard to his/her immediate supervisor so that appropriate action may be taken. The supervisor, in turn, will generate an El Camino College Facilities Work Order to correct the identified hazard and the employee will be informed of such action taken.

(b) Employees who become concerned as to the safety of any work condition will promptly notify their immediate supervisor or division administrator. The immediate supervisor or division administrator will evaluate the concern and inform the employee of the result. If the immediate supervisor or division administrator is unable or unwilling to resolve the concern, the employee may ask for a clarification from the Director of Risk Management.

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**(c) The ECCE President or his/her designee shall have the right to report safety hazards or unsafe work conditions to the Director of Risk Management, or designee, and request a joint investigation of such problem.**

No employee will be disciplined or discharged for reporting any safety hazards or unsafe work conditions.

Employees who wish to remain anonymous may report unsafe conditions or safety hazards by submitting the Safety Hazard Identification Form (ECC Form # 20185) directly to the Office of Safety and Health. Upon receipt of the form, the Director of Risk Management, or designee, will attempt to investigate and request immediate action to abate the safety hazard or alleviate the unsafe condition.

Section 4. Safety/Security Apparel and Equipment.

(b) The District will provide employees with Personal Protective Equipment) when and where required to perform the job in a safe manner.

(c) When required, the District will provide identification badges with photograph to employees for the purpose of maintaining safety and security.

(d) In addition, the District will provide appropriate work apparel to designated division employees for the purpose of maintaining safety and security. District designated divisions and departments subject to this section are Facilities Planning and Services, Information Technology Services, Learning Resources Unit (Media Services), Child Development Center and Bookstore.

(1) All designated division employees shall be required to wear appropriate apparel at all times during working hours and while conducting District business. Apparel may be worn to and from work. Failure to wear designated apparel may result in disciplinary action except for extenuating circumstances.

(2) In July of each year each designated employee will be provided with an annual allowance of \$50.00 for cleaning and reasonable maintenance of all apparel. Employees hired after July will be provided a prorated sum for the months remaining in the year.

(3) Each designated division employee shall receive an initial allotment of five (5) shirts. Replacement shirts will be available at the time a used or damaged shirt is provided to the supervisor.

(4) The District shall provide employees with apparel options depending upon assignment:

Short or long sleeve wash and wear work shirt; or

Short or long sleeve polo or knit golf shirt.

(5) All shirts will be in a color approved by the Division.

(6) The District is responsible for the purchase of all apparel and such apparel shall remain District property. Mislabeled shirts shall be replaced by the employee.

(7) Shorts may be worn only when it is safe to do so. The District's Director of Risk Management shall be the final authority in the determination of appropriate apparel for certain operations assignments.

#### Section 5. Safety Training.

The District will provide employee training with regard to general safety procedures and with regard to any hazards or safety procedures specific to that employee's work assignment in order to maintain a safe and healthy work environment and in the prevention of injuries, illnesses, and accidents in the workplace.

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Section 6. Personal Security.

(a) Employees required to work other than during their normal working hours shall telephone campus police upon their arrival and departure, unless otherwise directed by the appropriate dean, director, manager or supervisor.

(b) The telephone number of the Campus Police Department will be visibly posted at all work locations.

Section 7. Video Display Terminals (VDT) and Laptop Computer Users.

Every employee actively working at a VDT or on a laptop computer shall utilize task rotation every hour in order to prevent eye strain and repetitive motion injuries. It must be understood that this is not to be interpreted as a break from job duties, but rather a change in performing job assignments.

Section 8. Emergency Closure.

(a) In the case of a District-determined emergency requiring employees to serve as Disaster Service Workers, the District may close down operations as necessary campus-wide, or in identified areas, and send employees home. Employees needed by the District to respond to emergencies will be required to report to the El Camino College Incident Commander, or other appropriate emergency response official as directed. Employees scheduled to work later in the day, excluding those on personal leave, vacation, sick leave, or any other paid leave, shall be compensated at their regular rate of pay during the emergency shut-down. California Government Code 3100 declares that public employees are Disaster Service Workers subject to such disaster service activities as may be assigned to them by their supervisors or by law. Section

3100 applies to El Camino College employees in the following cases: 1) when a local emergency has been proclaimed, 2) when a state emergency has been proclaimed, or 3) when a federal disaster declaration has been made. Employees required to work in these emergency circumstances shall be compensated at one and one-half times their hourly rate in effect at the time they are required to work.

(b) In the case of other local District emergencies, such as plumbing and electrical, employees who are required by the District to remain at work will be compensated at one and one-half times their hourly rate in effect at the time they are required to work. Designation of employees work during the closure will be based on immediate need and availability and not on any seniority or rotation basis.

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## ARTICLE 23

### Disciplinary Action

#### Section 1. General.

Permanent employees shall be subject to progressive discipline or disciplinary action for just cause. Just cause for disciplinary action includes the following:

(a) Willfully deceiving or defrauding the District or knowingly falsifying or withholding any material or information supplied to the District, including, but not limited to, information required on application forms and employment records.

(b) Appearing for work under the effects of alcohol or the use or possession of alcoholic beverages on District property, except at events where alcoholic beverages are provided by the District/ECC Foundation. "On District property" shall also include District vehicles or facilities used to conduct District business.

(c) Appearing for work under the effects of controlled substances or restricted dangerous drugs or the use or possession of controlled substances or restricted dangerous drugs on District property. This prohibition shall not apply to a prescription issued by a state licensed physician and which the employee is using according to the prescription directions.

(d) Conviction of a sex offense as defined in Education Code Section 87010.

(e) Conviction of a controlled substance offense as defined in Education Code Section 80711.

(f) Willful misuse, destruction or theft of District property, student body property or the property of an employee or student.

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- (g) Any action that causes intentional harm to District employees, students or the general public.
- (h) Collecting sick leave or industrial accident/illness leave pay while working elsewhere for pay during his/her normal scheduled work assignment with the District.
- (i) Conviction by a court of competent jurisdiction of a felony or a crime of violence or involving moral turpitude while employed by the District. A plea, verdict or finding of guilty or a conviction following a plea of nolo contendere, is deemed to be a conviction.
- (j) Absence from work of 5 consecutive working days without authorization, permission or good cause.
- (k) Ethnic, racial, religious or sexual harassment of another person.
- (l) Charging the employee by way of criminal complaint or indictment with a sex or narcotics offense as defined in the Education Code, in which event the District will suspend the employee without pay pending the outcome of the criminal court proceedings.
- (m) Engaging in a work stoppage as provided in Article 27.
- (n) Incompetence or inefficiency in the performance of the employee's job duties.
- (o) Insubordination, including, but not limited to, refusal to do assigned work.
- (p) Negligence in the performance of duty, or in the care or use of District property.
- (q) Repeated discourteous, offensive, or abusive conduct or language toward other employees, students or the public.
- (r) Unauthorized absence; excessive absences; or repeated tardiness.
- (s) Abuse of leave privileges, including, but not limited to, sick leave.

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(t) Failing to comply with reasonable District rules and regulations or provisions of the Agreement.

(u) Repeated violation or refusal to obey safety rules or regulations of the District or of any appropriate state or governmental agency.

Section 2. Progressive Discipline.

Progressive discipline is intended to correct deficient performance of the employee short of dismissal, suspension with or without pay, demotion or written reprimand. It is also intended to help employees recognize and fully accept their work responsibilities and for their supervisor to have a realistic expectation of the employees' future work performance.

Section 3. Progressive Discipline Procedures.

The following procedures will be utilized to provide progressive discipline for permanent employees prior to taking disciplinary action for the causes specified in Section 1(n) through (u) of this Article.

Step One

Within four months of the immediate supervisor's knowledge of an act or omission that may give rise to discipline (excluding the acts or omissions specified in Section 4 of this Article) the supervisor, and/or a representative from Human Resources and a Union Representative if requested by the employee shall conduct a meeting with the employee. During the meeting if the District determines that discipline is necessary the meeting shall constitute a verbal warning and no further disciplinary action shall be taken at this time. The District may provide the employee with written or oral suggestions for improvement. Nothing in Step One

prohibits supervisors from giving directions to employees with respect to their work performance and nothing in Step One prohibits the supervisor from referring to these previous directions at Step One.

#### Step Two

If the same or similar act(s) or omission(s) is/are committed within four months of the verbal conference or no improvement has been achieved, the employee shall receive a written letter of reprimand. The written letter of reprimand will advise the employee the reasons for the reprimand and will include suggestions for improvement.

#### Step Three

The written letter of reprimand will not be placed in the employee's personnel file if the act(s) or omission(s) is/are corrected. Correction for the purpose of this section shall be defined as satisfactory completion of the suggestions for improvement. Satisfactory completion of these suggestions for improvement within two years will result in the written letter being discarded.

#### Step Four

If the same or similar act(s) or omission(s) giving rise to the letter of reprimand occur within two years of the written letter of reprimand, the letter may be placed in the employee's personnel file and the District may take further disciplinary action under Section 5 of this Article. The District in lieu of further disciplinary action may issue a follow-up letter of reprimand to the employee that will be placed in the employee's personnel file. The employee may respond to the letter of reprimand within ten work days of receipt of the letter of reprimand.

#### Section 4. Non-Progressive Disciplinary Action.



It is recognized that certain acts or omissions are not compatible with the progressive discipline concept. The parties agree that the following specified acts/omissions do not require progressive discipline prior to proposing disciplinary action:

(a) Willfully deceiving or defrauding the District or knowingly falsifying or withholding any material or information supplied to the District, including, but not limited to, information required on application forms and employment records.

(b) Appearing for work under the effects of alcohol or the use or possession of alcoholic beverages on District property, except at events where alcoholic beverages are provided by the District/ECC Foundation. "On District property" shall also include District vehicles or facilities used to conduct District business.

(c) Appearing for work under the effects of controlled substances or restricted dangerous drugs or the use or possession of controlled substances or restricted dangerous drugs on District property. This prohibition shall not apply to a prescription issued by a state licensed physician and which the employee is using according to the prescription directions.

(d) Conviction of a sex offense as defined in Education Code Section 87010.

(e) Conviction of a controlled substance offense as defined in Education Code Section 87011.

(f) Willful misuse, destruction or theft of District property, student body property or the property of an employee or student.

(g) Any action that causes intentional harm or serious bodily injury to District employees, students or the general public.

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(h) Collecting sick leave or industrial accident/illness leave pay while working elsewhere for pay during his/her normal scheduled work assignment with the District.

(i) Conviction by a court of competent jurisdiction of a felony or a crime of violence or involving moral turpitude while employed the District. A plea, verdict or finding of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction.

(j) Absence from work of 5 consecutive working days without authorization, permission or good cause.

(k) Ethnic, racial, religious or sexual harassment of another person.

(l) When a criminal complaint or indictment charges an employee with a sex or narcotics offense as defined in the Education Code, in such event the District will suspend the employee without pay pending the outcome of the criminal court proceedings.

(m) Engaging in a work stoppage as provided in Article 27.

Section 5. Disciplinary Action.

(a) Disciplinary action may include dismissal, suspension with or without pay, involuntary transfer or demotion. No disciplinary action shall be taken against any permanent employee for any cause which arose prior to the date in which the employee became permanent, nor for any cause which arose more than 2 years preceding a written notice of disciplinary action, unless such cause was concealed or not known to the District.

(b) Notice of Intended Disciplinary Action

In instances pertaining to involuntary transfer, suspension with or without pay, demotion or dismissal, a permanent employee shall be given written notice of the intended disciplinary action in person or by certified mail to his/her last known recorded address on file in the Human Resources Office.

The notice shall specify the charges against the employee in sufficient specificity as to the cause for such intended action:

- (1) including actual or approximate date, time and location, if pertinent;
- (2) the disciplinary action to be proposed; and
- (3) a statement of the employee's right to file a grievance and the required time and place of filing.

Section 6. Disciplinary Grievance.

(a) A permanent employee who desires to appeal a proposed involuntary transfer, suspension with or without pay, demotion or dismissal must file a written request for a hearing with the Human Resources Office by the close of business on the tenth work day following the date of mailing or hand delivery of the notice. Such written request for hearing constitutes the filing of a grievance as provided in Article 25, Section 6, Step Two. If the employee does not have sufficient time to file the request by making it in writing, he/she may notify the Human Resources Offices of his/her request for hearing by telephone, provided he/she promptly follows up the telephone call with the written request for hearing. If the employee does not file a grievance within the designated time period, the intended disciplinary action will be final and binding upon the employee. No disciplinary action shall be implemented prior to the ruling of the Vice President responsible for Human Resources functions, or designee, at Step Two of the Grievance Procedure as provided by Article 26, Section 5, except as provided in Section 4(1) and Section 7 of this Article.

(b) Only the procedures set forth in this Article shall be subject to the grievance article of this Agreement. The subjective judgment to impose discipline and the Board of Trustee's

decision responsive to an employee's appeal shall not be subject to the grievance procedure of this Agreement.

Section 7. Emergency Disciplinary Action.

Nothing herein shall preclude the District from effectuating an immediate suspension without pay pending final disciplinary action when reasonable cause exists to believe the suspension is to protect the best interests of the District, in which event the notice of intended disciplinary action required by Section 5(a) of this Article will be mailed or hand delivered no later than three work days after the suspension. Such suspension shall be with pay if the disciplinary action is subsequently overruled.

Section 8. Probationary Employees.

An employee who has not completed the probationary period may be disciplined, including dismissal, and such employee is not entitled to file a grievance and is not otherwise entitled to a hearing. The probationary employee shall be given a written notice of disciplinary action. The notice shall state the reason or reasons giving rise to the action and the effective date thereof. Such action shall be final subject to such approval or ratification as may be required by the Board of Trustees.

Section 9. Disciplinary Settlements.

A disciplinary grievance may be settled at any time following the service of notice of discipline. The terms of the settlement shall be expressed in writing. An employee offered such a settlement shall be granted a reasonable opportunity to have the employee's Union representative review the proposed settlement in writing.

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## ARTICLE 24

### Mediation

#### Section 1. Description.

(a) Mediation is a process which attempts to resolve disputes based upon the mutual interest of the parties. The first step in resolving any disagreements or disputes is for the parties to discuss the issues.

(b) It is the purpose of this Article to provide a means whereby misunderstandings or disagreements (involving or effecting the workplace) between ECCE and the District, the District and employees, or between an employee and another employee can be resolved without the use of the formal grievance and arbitration procedures.

(c) Employees and the District representatives may be encouraged, but are not required, to use the mediation process as described in this Article. Mediation shall be available for all issues involving the work place except for formal discrimination complaints.

#### Section 2. Terms and Conditions for Mediation.

(a) Both parties of the dispute or disagreement must agree to the use of Mediation.

(b) No party shall be required to use Mediation.

(c) The parties shall make a good faith effort to resolve the issues in the grievance through the use of Mediation which will assist the parties in their efforts to achieve a mutually satisfactory resolution of the dispute. Mediators shall not issue any public statement of fact or opinion concerning the issues or positions under discussion; nor shall they reveal to any other individual or to the District or ECCE any information without the written consent of all parties involved.

(d) In no instance shall the form or matter of these discussions, including settlement statements, positions, offers, or proposals made during Mediation be revealed publicly by the parties nor referred to or introduced in any subsequent proceedings provided under this Agreement, except with the

written permission of all parties involved. Should any information be revealed that there may have been a violation of State or Federal law, the Mediation process is immediately terminated and procedures as set forth elsewhere in this Agreement would proceed accordingly.

(e) The use of Mediation shall automatically extend any timelines specified in this Agreement to the end of Mediation.

Section 3. Procedures.

(a) The party requesting Mediation shall submit a written description of the dispute on a mutually agreed upon Mediation Form provided by the District to the Human Resources Office. Within ten (10) working days, pending the agreement of both parties, the Human Resources Office shall schedule Mediation and inform the parties and ECCE of the scheduled date or rejection of Mediation.

(b) The selection of the appropriately trained mediator or mediation team shall be jointly agreed upon by the District and ECCE.

(c) The parties are allowed representation at Mediation; however, the representatives cannot participate in Mediation.

(d) If the dispute is resolved, the resolution shall be forwarded to ECCE and the District in writing on the mutually agreed upon Mediation form. Within five (5) working days of the resolution, the District and ECCE will meet and jointly review the proposed resolution. No resolution from any Mediation shall be considered precedent setting.

(e) If the dispute was not resolved by Mediation, and the dispute is non-disciplinary, the employee may file a formal grievance at Step 1 of the Grievance Process as set forth in Article 25.

(f) If the dispute was not resolved by Mediation, and the dispute is disciplinary in nature, the party(ies) shall proceed in accordance with Article 23, Disciplinary Action.

Section 4. Documentation.

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The District shall keep records of all Mediations in a Mediation file in the Human Resources Office, not in an employee's official personnel file. The Mediation file shall include the intake form, confidentiality statement, and the resolution of the Mediation. No other data shall be maintained and any notes taken during Mediation shall be destroyed. The Mediation file shall be made available to ECCE or the District upon request and with the employee's permission. A generic log will be maintained by the Human Resources Office for the purpose of general review for statistical studies only. The generic log will include the date of the Mediation, names of the participants, and status of the resolution.

## ARTICLE 24

## ARTICLE 25

### Grievance Procedure

#### Section 1. Purpose.

The purpose of this procedure is to resolve issues affecting the welfare and working conditions of employees which arise from the alleged violation, misapplication, or misinterpretation of the language in this Agreement. Accordingly, it is the purpose of this procedure to provide an orderly means by which grievances can be resolved in an expeditious, amicable, and decisive manner. The District and ECCE agree that every effort will be made to settle grievances at the lowest level possible.

#### Section 2. Definition.

A “grievance” is defined as a claim by an employee and/or ECCE that the District has violated a provision of this Agreement and that by reason of such violation the employee or ECCE has been adversely affected. It is expressly understood that the following items are specifically excluded from the Grievance Procedure.

- (a) any dispute concerning the provisions of Article 1, Recognition by an employee; 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 10, Performance Evaluation; and,
- (d) any dispute arising out of Article 27, Work Stoppage.

#### Section 3. Informal Meeting.

Before any employee or ECCE on behalf of an employee, files a written grievance pursuant to Section 5 of this Article (other than a grievance involving disciplinary action), the employee or ECCE shall first request a meeting for the purpose of discussing the complaint with the immediate Supervisor or

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appropriate Dean, Director or Manager. Upon receiving a request from an employee or ECCE under this Section, the immediate Supervisor or appropriate Dean, Director or Manager will arrange a mutually convenient meeting time (within three (3) work days) with the Grievant(s) to discuss the matter and attempt to resolve the complaint. If the immediate Supervisor or appropriate Dean, Director or Manager does not contact the employee or ECCE within three (3) working days or the informal meeting is not scheduled within ten (10) working days after the request is received, the grievance will automatically proceed to the next step.

Section 4. Grievance Mediation and Non-Grievance Mediation.

Mediation is available to employees or ECCE acting on behalf of the employee attempting to resolve issues without the use of the formal grievance process and arbitration procedures. Employees and the District representatives may be encouraged, but are not required, to use the mediation process as described in Article 24. If the employee and the District agree to utilize the mediation process, the timelines as stipulated in Section 5, of this Article, will automatically begin at the conclusion of the mediation process. The Mediation Process shall be available for all issues involving the work place except for discrimination allegations.

Section 5. Procedures Involving Non-Disciplinary Matters.

Any complaint that is not resolved by the informal procedure set forth in Section 3, and which complaint constitutes a grievance as defined in Section 2, other than a grievance involving disciplinary action, must be processed by the employee or ECCE on behalf of the employee, in accordance with the following procedure.

Step One

A formal grievance shall be filed by the employee and/or ECCE on behalf of an employee(s), in writing on a form provided by the District and submitted to the Human Resources Office. The Office of Human Resources shall within five (5) work days:

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- (a) promptly forward one (1) copy to ECCE;
- (b) direct the grievance to the Dean, Director or Manager of the employee's area of work or;
- (c) If the Dean, Director or Manager of the employee's area of work does not have the authority necessary to resolve the grievance, or in the absence of the appropriate Dean, Director or Manager, the Human Resources Office and ECCE shall jointly identify the appropriate Dean, Director or Manager for review of the grievance at Step One.

The grievance shall be submitted within fifteen (15) work days from the date the Employee discovered the facts, or by reasonable diligence should have discovered the facts, giving rise to the grievance. The grievance shall fully state 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 employee or ECCE on behalf of the employee, and shall incorporate a statement that the Grievant(s) had first attempted to discuss the matter as provided by Section 3, except for any grievance of a disciplinary action. The Dean, Director or Manager shall promptly schedule a meeting with the Grievant(s) to review and discuss the grievance. Such meeting will be scheduled to take place no later than the fifth (5th) work day from the date the written grievance is received by the Dean, Director or Manager. The Dean, Director or Manager will provide the Grievant(s) 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 at Step One, the employee or ECCE may appeal to the Vice President responsible for human resources functions with a copy of the written grievance, a copy of the written response from Step One, and a written statement by the Employee or ECCE. The appeal shall be filed with the Human Resources Office no later than the end of the fifth (5th) work day following the date of the response at Step One. The Vice President responsible for human resources functions shall schedule

a meeting to take place within five (5) work days from the date the written appeal is received by the Human Resources Office, to discuss the grievance. A written decision on the appeal of such grievance shall be rendered by the Vice President responsible for human resources functions no later than the end of the fifth (5th) work day following the date of such meeting and the rendering of such decision will terminate Step Two. ECCE may appeal any grievance which is not settled at Step Two to arbitration as provided in Article 26, Arbitration.

Section 6. Procedures for Grievance Involving Disciplinary Actions.

Grievances involving disciplinary action must be filed at Step Two of the Grievance Procedure as provided in Article 23, Disciplinary Action, Section 3, and the following special procedures for such cases shall apply:

Upon receipt of the filing of the grievance as provided by Article 23, Section 3, the Vice President responsible for Human Resources functions shall schedule a hearing of such grievance no later than ten (10) work days, excluding days the Vice President is not scheduled to be on campus. The grievant(s) and/or his/her representative will be afforded an opportunity at such hearing to defend the charges against the grievant(s). A written decision on the grievance shall be rendered by the Vice President responsible for human resources functions no later than ten (10) work days after the day of the hearing, excluding any days the Vice President is not scheduled to be on campus..

Appeal

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If the employee is not satisfied with the decision of the Vice President responsible for human resources functions from Step Two, the grievance may be appealed in accordance with either of the following mutually exclusive procedures.

(a) ECCE may appeal any disciplinary action involving suspension, demotion or dismissal to arbitration as provided in Article 26, Arbitration; or,

(b) If the disciplinary action involves suspension, demotion or dismissal, and the employee desires, he/she may appeal any such grievance to a hearing panel of three management or supervisory employees of the District who are not directly involved in administering the disciplinary action or in hearing the grievance. One hearing member shall be selected by the District, one shall be selected by ECCE, and the third member shall be mutually agreed upon. Such appeal must be made in writing within ten (10) work days from the written decision in Step Two to the Superintendent - President who will appoint the Hearing Panel and will set a date for the hearing which will be no later than fifteen (15) work days after the appeal to the Superintendent - President. The Hearing Panel will conduct a hearing and will make its decision and findings which will be submitted to the Superintendent - President for transmittal to the Board of Trustees for its final and binding decision.

Section 7. Time Limits.

If the grievance is not processed by the employee or ECCE in accordance with the time limits set forth in this Article or Article 26, Arbitration, it shall be considered settled on the basis of the last decision made. If the Vice-President responsible for human resources functions or designated Vice President fails to respond to the grievance within ten working days at any step, excluding days the Vice President is not scheduled to be on campus, the grievant(s) 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 employee or the District and ECCE.

Section 8. Representation.

(a) The employee shall be entitled to ECCE representation at all grievance meetings with the District. If the employee chooses to have other than an ECCE representative, the employee waives his/her right to ECCE representation on the issue. If the employee desires an ECCE representative, including grievances involving the above stated disciplinary actions, an ECCE officer shall inform the Dean, Director or Manager and/or the Director of Human Resources of the person selected. Release time without loss of pay for attending grievance meetings with the District will be provided for the employee.

(b) Released time with pay for ECCE designated grievance officers shall be granted for grievance processing at Section 3-6 and 11 of Article 25, Grievance Procedures. ECCE will keep on file in the Human Resources Office a current list of its designated grievance officers in accordance with the ECCE Local Constitution. ECCE will also identify on the list no more than ten (10) appointed alternate grievance officers trained to process grievances. The combined total of grievance officers and alternates on the list shall not exceed ten (10) authorized ECCE representatives at any one time.

1. When requested by the grievant, a designated grievance officer will attend the grievant's grievance meetings at any step of the grievance procedure. Released time shall be granted to one ECCE representative per grievance meeting. The amount of released time for the grievant and the ECCE representative shall be limited to the actual time spent in grievance meetings with management representatives, or in grievance hearings conducted by a Hearing Panel or Arbitrator in accordance with the contractual Grievance Procedure (Articles 25 and 26). In addition, ECCE may designate a representative for training purposes to attend actual grievance meetings. The ECCE representatives will be granted 30 minutes of released time for preparation and wrap up of the actual grievance meeting or hearing.

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2. In addition, paid release time in the amount of eighty (80) hours per calendar year shall be granted to the union representatives for matters such as gathering information, interviewing witnesses, preparing presentations or meeting with management representatives regarding potential or actual grievances at the request of ECCE.

Section 9. District Representatives.

If, at any step of the grievance process, an emergency or unusual circumstance occurs which prohibits the management representative from proceeding with the grievance, the District may designate a substitute for the person designated herein. If ECCE objects to the substitute designee, the District shall develop a list of three (3) management representative options of which ECCE will choose one. An additional management participant may be present at either the Step One or Step two meetings.

Section 10. Adjournment.

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

Section 11. Grievance on ECCE Rights.

If ECCE has a grievance against the District, it shall file its grievance at Step Two with the Human Resources Office within thirty (30) calendar days from the date ECCE discovered the facts, or should have discovered the facts giving rise to the grievance. Such grievance is restricted to the rights of ECCE under the terms of this Agreement as distinguished from the rights of any employee(s). The ECCE grievance shall comply with the requirements set forth in Section 5, Step Two of this Article. The Vice President responsible for human resources functions shall process the grievance within the time limits as provided in Section 5, Step Two, of this Article.

Section 12. Witnesses.

At any step of the grievance procedure the parties shall have the right to call any witnesses that have relevant material to offer. Any employee that appears as a witness in connection with this Article shall suffer no loss of pay. No witness shall be required to appear against their will at Step One or Two of the grievance process.

Section 13. 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, ECCE representatives, and those management, supervisory, or confidential employees directly involved in the grievance procedure.

## ARTICLE 26

### Arbitration

#### Section 1. Procedure.

Grievances which are not settled pursuant to the Grievance Procedure, Article 25, and which ECCE desires to contest further, and which involve only the interpretation or application of the express terms of this Agreement, shall be submitted to arbitration as provided in this Article, but only if ECCE has given written notice to the Superintendent - President of its desire to arbitrate the Grievance within fifteen (15) work days after the termination of Step Two of the Grievance Procedure. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with the (Grievance Procedure, Article 25. Any matter excluded from the Grievance Procedure as provided by Article 25, Section 2, is not subject to arbitration. Any dispute arising out of the provisions of, or the implementation of, Article 18, Layoff, is not subject to arbitration.

#### Section 2. Selection of Arbitrators.

As soon as possible and in any event not later than ten (10) work days after the District receives written notice of ECCE's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) work days, an arbitrator shall be selected in rotation from a list of at least five (5) mutually agreed-upon arbitrators maintained by the Human Resources Office. Alternately strike names until one name remains. The party who strikes the first name shall be determined by lot.

(a) A minimum of five arbitrators will be maintained on the list. Arbitrators will be added to meet gender and diversity interests.

#### Section 3. Interpretation of Agreement

## ARTICLE 26



This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine only disputed facts upon which the application of the Agreement depends. The Arbitrator shall therefore not have authority, nor shall he/she consider it his/her function, to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. No decision rendered by the Arbitrator shall be retroactive beyond the occurrence of the event giving rise to the grievance. The Arbitrator shall have no power to render an award on any grievance relating to an occurrence before or after the term of this Agreement.

Section 4. Limitations.

The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance, and if the Arbitrator determines there has been such a violation, what the remedy shall be.

(a) The District and ECCE shall each be entitled to no more than two representatives to attend the arbitration hearing and official advocates such as professional staff or attorney.

(b) The arbitrator shall render the written opinion and award within 60 calendar days of submission of the matter to the arbitrator.

Section 5. Review of Arbitrator's Decision.

In cases involving certain disciplinary actions (dismissal, suspension and demotion), the decision of the Arbitrator shall be submitted forthwith to the Superintendent/President for prompt transmittal, as

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appropriate, to the Board of Trustees for its review of the decision on the record before the Arbitrator. The Board of Trustees shall then render its decision which shall be final and binding on all parties. In all other cases the decision of the Arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.

Section 6.     Expenses.

The fees and expenses of the arbitration, including a reporter's transcript if the parties mutually agree or the Arbitrator determines that a transcript is desirable, shall be paid equally by the parties. Either party shall bear the expense of the presentation of its own case, except that the District shall grant released time without loss of compensation to a representative of ECCE at the arbitration hearing. Hearings will be scheduled, if possible, on District premises.

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## ARTICLE 27

### Work Stoppage - Lock Out

#### Section 1. ECCE Obligation.

ECCE 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, ECCE and its officers will do everything within their power to end or avert the same.

#### Section 2. Employee Obligations.

Any 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 employee was assigned but failed to perform required service to the District and any such employee may be subject to dismissal or suspension.

#### Section 3. Lock-Out.

The District agrees it will not engage in any lock-out of employees.

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## ARTICLE 28

### 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.

#### Section 2. District and ECCE Obligations.

Neither the District nor ECCE shall be bound by any requirement which is not expressly and explicitly stated in this Agreement. However, the District and ECCE are bound by applicable state and federal laws and no Article or Section of this agreement shall supersede the law.

#### 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 either the District or ECCE may request 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 ECCE. 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. Continuing Dialog.

In recognizing that differences are inevitable in any organization, both the District and ECCE have an interest in maintaining continual dialog and openness in order to resolve these differences in the most respectful and mutually beneficial manner.

Section 6. Effective Date and Duration.

This Agreement shall become effective upon ratification by the parties and shall remain in effect until December 31, 2006. Should either party desire to amend this Agreement, it shall provide written notice and a written proposal to the other party of said desire and the nature of the amendments sought during the month of June 2006, or any subsequent year, and the other party, if it desires to amend this Agreement shall provide notice and a written proposal to the party first giving notice during the month of August 2006. Upon completion of the public notice requirements, the parties shall promptly, within 10 working days, commence the meeting and negotiating process in an effort to reach agreement.

**AGREEMENT**

The El Camino Community College Negotiating Team and the El Camino Classified Employees, Local 6142, CFT, AFT, AFL-CIO, in full settlement of initial negotiations, have agreed to the foregoing collective bargaining agreement, effective January 1, 2004.

Agreed this 24<sup>th</sup> day of November 2003.

El Camino Classified Employees

El Camino College District Negotiating Team

By \_\_\_\_\_  
Karen Curtis, Chief Negotiator

By \_\_\_\_\_  
Spencer Covert, Chief Negotiator

By \_\_\_\_\_  
Luukia Smith

By \_\_\_\_\_  
Marcia M. Wade

By \_\_\_\_\_  
Ann Ashcraft

By \_\_\_\_\_  
Allene Quarles

By \_\_\_\_\_  
Carolee Casper

By \_\_\_\_\_  
Rocky Bonura

By \_\_\_\_\_  
Jimmy Quiroz

By \_\_\_\_\_  
David L. Miller

By \_\_\_\_\_  
Charlotte Thompson

Ratified by the El Camino Classified Employees, Local 6142, CFT, AFT, AFL-CIO

on January 30, 2004

By \_\_\_\_\_  
President, ECCE, Local 6142

Adopted by the El Camino College Board of Trustees on \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Trustees

By \_\_\_\_\_  
President, El Camino College and Secretary to the Board of Trustees

**APPENDIX A  
EL CAMINO COMMUNITY COLLEGE DISTRICT**

**CLASSIFICATIONS BY SERIES AND SALARY RANGE**

<b><u>CLASSIFICATION</u></b>	<b><u>RANGE</u></b>	<b><u>CLASSIFICATION</u></b>	<b><u>RANGE</u></b>
<b><u>BOOKSTORE SERIES</u></b>			
General Merchandise Buyer.....	39		
Buyer/Textbooks .....	39		
Technical Assistant .....	29		
Textbook Buyer Assistant .....	27		
General Merchandise Buyer Asst.....	27		
Stockroom Lead .....	27		
Lead Sales Associate.....	23		
Sales Assistant.....	19		
Stock Clerk.....	22		
<b><u>COMMUNICATIONS SUPPORT SERIES</u></b>			
Civic Center Specialist.....	32		
Senior Printer.....	32		
Public Information Technician/ Photographer	29		
Printer .....	27		
Offset Operator.....	24		
Offset Assistant .....	19		
Reprographics Operator .....	17		
<b><u>INFORMATION TECHNOLOGY SERIES</u></b>			
Business Systems Analyst.....	49		
Research Analyst.....	47		
User Support Analyst .....	46		
Network Technician .....	42		
Web Developer.....	41		
Computer Systems Support Tech.....	40		
Information Systems Technical Specialist .....	37		
Telecommunications Technician .....	37		
User Support Technician.....	37		
Computer Lab Specialist II .....	36		
Computer Lab Specialist I.....	34		
Programmer Trainee.....	33		
Help Desk Consultant.....	30		
Data Entry Operator .....	18		
<b><u>FISCAL SERIES</u></b>			
Accounting Officer.....	39		

Senior Accounting Technician.....	36
Fiscal Services Analyst .....	33
Project Specialist .....	32
Lead Accounting Technician .....	32

**FISCAL SERVICES (Con't)**

Accounting Technician II.....	32
Accounting Technician .....	30
Accounting Assistant III.....	28
Accounting Assistant II.....	25
Accounting Assistant I .....	22
Assistant Accounting Clerk.....	15

**INSTRUCTIONAL SUPPORT SERIES**

Assistive Computer Technology Specialist... . . .	41
Trainer/Instructional Technology Specialist... 41	41
Operations Officer - RITC .....	39
Lead Interpreter Specialist .....	38
Electronics Technician II .....	37
Curriculum Advisor.....	36
Program Coordinator.....	36
Program Coordinator ESL Assessment.....	36
Machine Tool Technician.....	34
Staff Interpreter .....	34
Accompanist - Piano .....	32
Career Services Advisor Disabled Students....	32
Music Education Specialist .....	32
Lab Technician II .....	31
Toolroom/Instructional Equipment Technician	31
Lab Technician I.....	27
Accompanist- Percussion .....	27
Toolroom/Instructional Equipment Attendant	24
Instructional Assistant.....	23
Cosmetology Attendant.....	19

**LIBRARY MEDIA SERIES**

Graphics Specialist.....	35
Library Media Technician V.....	35
Production Specialist II.....	35
Library Media Technician IV.....	32
Multi-Media Specialist .....	32
Production Specialist I.....	32
Library Media Technician III.....	28
Library Media Technician II .....	26



Library Media Technician I .....	24
Library Media Assistant .....	22

APPENDIX A

**MAINTENANCE SERIES**

Lead Worker - Systems .....	43
Lead Worker - Services .....	41
Heating & A/C Mechanic .....	39
Electrician .....	37
Plumber .....	37
Auto & Equipment Mechanic .....	36
Cabinet Maker .....	35
Locksmith .....	35
Carpenter .....	35
Painter .....	35
Welder .....	35
Skilled Trades Assistant .....	28
Lead Stock Clerk Shipping and Receiving .....	26
Pool Maintenance Worker .....	26
Stock Clerk .....	22
Lead Custodian .....	21
Mail Clerk .....	20

**OPERATIONS SERIES**

Groundskeeper-Gardener II .....	28
Utility Worker .....	23
Groundskeeper-Gardener I .....	22
Delivery Driver .....	20
Custodian .....	18

**HEALTH SCIENCES & ATHLETICS**

Senior Athletic Trainer .....	37
Athletic Trainer .....	35
Exercise Test Technician .....	31
Athletic Specialist .....	29
Athletic Assistant .....	25
Athletic and PE Attendant .....	23
Laundry Assistant .....	12

**PERFORMING ARTS SUPPORT SERIES**

Stage Manager .....	38
Sound Technician .....	36
Promotion Specialist .....	35
Set Designer .....	33

Costume Technician .....	31
Event Specialist .....	31
Theater Technician .....	31
Promotion Assistant .....	28
Theater Assistant .....	20

**PURCHASING & BUSINESS SERIES**

Buyer .....	34
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Purchasing Assistant, Lead .....	32
Purchasing Assistant .....	25

**SECRETARIAL & CLERICAL SERIES**

Administrative Assistant II .....	31
Administrative Assistant I.....	27
Police Services Technician .....	25
Secretary.....	25
Senior Clerical Assistant .....	24
Lead PBX Operator-Receptionist .....	23
Dispatch Clerk.....	23
Clerical Assistant.....	20
PBX Operator-Receptionist .....	19
Fine Arts Program Clerk .....	17
Clerk .....	17
Assistant Admissions & Records Clerk .....	14

**STUDENT SERVICES SERIES**

Student Services Operations Officer .....	39
Operations Officer, F-1 Visa Program.....	39
Student Services Coordinator.....	38
CalWorks Case Management/Services Coord.	36
Instructional Services Advisor (DSPS).....	36
Financial Aid Advisor .....	35
Student Services Advisor .....	35
Evaluations Specialist.....	33
Student Services Specialist .....	33
CalWorks Job Development/Placement Advisor	32
Admissions & Records Evaluations Advisor..	32
Student Services Technician .....	28

**SAFETY AND HEALTH SERIES**

Safety and Health/Workers Compensation Tech	30
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**CHILD DEVELOPMENT CENTER SERIES**  
Child Development Center Specialist ..... 32  
Dietetic Technician ..... 17

APPENDIX A

**APPENDIX B**

**EL CAMINO COMMUNITY COLLEGE DISTRICT  
CLASSIFIED SALARY SCHEDULE  
Effective January 1, 2004**

<u>Range</u>	<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>
1	1591	1673	1751	1829	1917	9.18
2	1630	1707	1807	1875	1960	9.40
3	1673	1751	1829	1917	2009	9.65
4	1707	1807	1875	1960	2057	9.85
5	1751	1829	1917	2009	2104	10.10
6	1807	1875	1960	2057	2161	10.43
7	1829	1917	2009	2104	2212	10.55
8	1875	1960	2057	2161	2272	10.82
9	1917	2009	2104	2212	2318	11.06
10	1960	2057	2161	2272	2375	11.31
11	2009	2104	2212	2318	2433	11.59
12	2057	2161	2272	2375	2490	11.87
13	2104	2212	2318	2433	2557	12.14
14	2161	2272	2375	2490	2614	12.47
15	2212	2318	2433	2557	2682	12.76
16	2272	2375	2490	2614	2744	13.11

17	2318	2433	2557	2682	2811	13.37
18	2375	2490	2614	2744	2881	13.70
19	2433	2557	2682	2811	2952	14.04
20	2490	2614	2744	2881	3031	14.37
21	2557	2682	2811	2952	3099	14.75
22	2614	2744	2881	3031	3179	15.08
23	2682	2811	2952	3099	3257	15.47
24	2744	2881	3031	3179	3344	15.83
25	2811	2952	3099	3255	3427	16.22
26	2881	3031	3179	3344	3519	16.62
27	2952	3099	3255	3427	3596	17.03
28	3031	3179	3344	3519	3687	17.49
29	3099	3255	3427	3596	3783	17.88
30	3179	3344	3519	3687	3880	18.34
31	3255	3427	3596	3783	3977	18.78
32	3344	3519	3687	3880	4086	19.29
33	3427	3596	3783	3977	4188	19.77
34	3519	3687	3880	4086	4297	20.30
35	3596	3783	3977	4188	4403	20.75
36	3687	3880	4086	4297	4517	21.27

37	3783	3977	4188	4403	4633	21.83
38	3880	4086	4297	4517	4753	22.38
39	3977	4188	4403	4633	4879	22.94
40	4086	4297	4517	4753	5009	23.57
41	4188	4403	4633	4879	5134	24.16
42	4297	4517	4753	5009	5271	24.79
43	4403	4633	4879	5134	5406	25.40
44	4517	4753	5009	5271	5548	26.06
45	4633	4879	5134	5406	5687	26.73
46	4753	5009	5271	5548	5843	27.42
47	4879	5134	5406	5687	5986	28.15
48	5009	5271	5548	5843	6149	28.90
49	5134	5406	5687	5986	6297	29.62
50	5271	5548	5843	6149	6472	30.41
51	5406	5687	5986	6297	6638	31.19
52	5548	5843	6149	6472	6816	32.01
53	5687	5986	6297	6638	6985	32.81

Longevity Increments:

Add \$75 per month to step after 20 years of service

Add \$150 per month to step after 25 years of service

Board Approved: February 17, 2004

APPENDIX C

EL CAMINO COMMUNITY COLLEGE DISTRICT  
CLASSIFIED SALARY RANGE SCHEDULE

Effective January 1, 2005

<u>Range</u>	Step <u>A</u>	Step <u>B</u>	Step <u>C</u>	Step <u>D</u>	Step <u>E</u>	Step A Step <u>Equivalent</u>
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\*Longevity Increments

Add \$ 75 per month to step after 20 years of service

Add \$150 per month to step after 25 years of service

**APPENDIX D**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**CLASSIFIED SALARY RANGE SCHEDULE**  
**Effective January 1, 2006**

Range	Step A	Step B	Step C	Step D	Step E	Step A Step Equivalent
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**APPENDIX E**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**

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CLASSIFICATIONS EXEMPT FROM DAILY OVERTIME\*

**Effective January 1, 2004**

Accompanist/Piano

Accompanist/Percussion

Accounting Assistant I (Box Office)

Athletic and Physical Education Attendant

Athletic Trainer

Clerical Assistant (Testing)

Costume Technician

Electronics Technician I & II

Events Specialist

Exercise Test Technician

Instructional Assistant

Instructional Services Advisor (DSP&S)

Lab Technician I & II

Lead Accounting Technician (Box Office)

Lead Interpreter Specialist

Machine Tool Technician

Program Coordinator ESL Assessment

Senior Athletic Trainer

Set Designer

Sound Technician

Staff Interpreter

Stage Manager

Student Services Advisor

Student Services Coordinator

Student Services Specialist \*\*

Theater Assistant

Theater Technician

Tool Room/Instructional Equipment Attendant

Tool Room/Instructional Equipment Technician

VESL Support Center Specialist

\* Employees in the above classifications may be scheduled to work more than 8 hours in a day. Work in excess of 40 hours in a work week is compensated at time and one half.

\*\* Except Admissions/Records

**APPENDIX F**

**EL CAMINO COMMUNITY COLLEGE DISTRICT  
CATASTROPHIC ILLNESS/INJURY LEAVE DONATION PLAN**

Individual Solicitation or  
Leave Bank Request

## **About the Plan**

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

1. to ensure 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.
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-to-day regardless of the classification and/or salary of 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.
  1. Half day worked plus half day donated leave equals a portion of or full pay.
  2. 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 played 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 explanations to the CII Committee for approval. Insufficient information will be grounds for denial.

### 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 the Federation (1), ECCE (1), POA (1) and Management (1) and is chaired by the Director of Human Resources as a non-voting member.

**Call of 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.

**Extension:** In unusual circumstances and upon request an additional 1 year of leave donations may be considered.

**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 be donated. Donations cannot be accepted or approved without this request.

**APPENDIX G**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**FAMILY CARE AND MEDICAL LEAVE PROCEDURES**

Individual/Family

Leave Care



## **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 work weeks 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 work weeks (60 work days) 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 (up to twelve work weeks (60 work days)) will be reduced by the amount of the other leave used.

References to the amount of leave available are based upon the entitlements 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 schedule 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 of 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 a 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;
- (5) 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 and from a health care provider not regularly employed 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.

**Legal References:**

**129 USC 2601 – U.S. Family & Medical Leave Act (1993) Gov. Code Sec. 12945.2**  
**“California’s Family Rights Act” CAL-FMLA (1993)**



**APPENDIX I**  
**COMPUTATION OF “ADJUSTED COLA” AND**  
**COLA PLUS GROWTH FORMULA**  
**(ECCE)**

<u>ADJUSTED COLA</u>	<u>COMPUTATION IN</u> <u>FALL 2002 FOR JAN 1, 2004</u>
1) <u>Statewide COLA:</u> President’s Transmittal Letter – Final Budget	0.00%
2) <u>Increased Costs of Benefits:</u> Calculate costs of fringe benefit increases, using scenario II (medical, dental, vision and life) District-wide <i>i. (comparison of 11/19/03 and 11/1/02 reports)</i>	\$402,302
3) <u>COLA Applied to Previous Year’s Costs:</u> Apply the Statewide COLA to total cost of benefits from previous year (0.00% x \$6,629,409) <i>i. (11/1/02 report)</i>	\$0.00
4) <u>Increased Cost Minus COLA:</u> Subtract: Benefit increase paid for by COLA (#3 above) from benefit cost increase (#2 above) (\$402,302-0+0)	\$402,302
5) <u>Percentage of Compensation:</u> Convert the portion of the benefit increase <u>not</u> covered by Statewide COLA to a percentage of the District’s cost of 1% of the total of all ECC employees’ compensation, as published in final budget. (\$402,302/\$690,389)	0.583%
6) <u>Adjusted COLA:</u> Adjusted COLA = Statewide COLA minus the benefits increase not paid for by COLA	-0.583%
7) <u>ECC 2002-2003 growth</u> Subtract 01/02 Funded Credit FTES of 17,685.04 (Exhibit E: 9/27/02) from 02/03 funded Credit FTES 18,247.73 (Exhibit E: 10/7/03) Divide the difference by 17,685.04	3.182%
8) <u>Adjusted COLA + Funded Growth:</u> (-0.583 + 3.182)	2.60%

\*\* This salary computation formula shall not result in a reduction to the pending classified year schedule should this formula equate to a negative percentage.





**Overall Work Performance:**

Please check the employee's overall rating.

- Exceeds Expectations
- Consistently Meets Expectations
- Needs Improvement
- Unsatisfactory

**Employment Recommendation:**

It is recommended that the following action be taken with this employee (check the appropriate box)

**Probationary Employee Evaluation Period:**

- Grant Permanent Status
- Discontinue Employment
- Continue Probationary Period: 4 months \_\_\_\_\_ 8 months \_\_\_\_\_ 11 months \_\_\_\_\_

**Permanent Employee Evaluation:**

- Continue Permanent Employment
- Reevaluation in 30-90 days
- Recommend Discipline

**1. Supervisor's Comments:**

\_\_\_\_\_

\_\_\_\_\_

**2. Reviewing Administrator's Comments:**

\_\_\_\_\_

\_\_\_\_\_

**3. Employee's Comments:**

\_\_\_\_\_

\_\_\_\_\_

**Review:**

My signature below signifies that I have read and/or discussed this evaluation with my supervisor. It does not necessarily imply that I agree with the comments of the respective parties.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Personnel Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewing Administrator

\_\_\_\_\_  
Date

**APPENDIX K**  
**EL CAMINO COMMUNITY COLLEGE DISTRICT**  
**ACKNOWLEDGMENT OF OUTSTANDING WORK PERFORMANCE**

FULL NAME OF EMPLOYEE

(Last Name First) \_\_\_\_\_

TITLE \_\_\_\_\_

DIVISION/DEPARTMENT \_\_\_\_\_

The employee named above is commended for outstanding work performance for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

Below are specific examples or explanatory comments of the outstanding work performance of the employee:

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee - White  
Personnel File - Yellow  
Division - Pink

APPENDIX K

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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

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A. California Community College Trustees Board of Directors Election Page 1

A. California Community College Trustees Board of Directors Election

The Board is to appoint a representative to vote for members to serve on the California Community College Trustee Board of Directors.

Committee of the Whole

During budget deliberations the Board members expressed an interest in establishing an Office of General Counsel for the El Camino Community College District. The information presented below provides history of legal fees over the past three years.

The following charts summarize the ECC costs for legal services, based on general categories of usage:

Fiscal Year 2001-02	
Category	Amount spent
Negotiations	\$33,690
Contract Administration	78,158
Personnel Matters	4,979
Litigation	99
General	11,539
<b>TOTAL</b>	<b>\$128,465</b>

Fiscal Year 2002-03	
Category	Amount spent
Negotiations	\$42,505
Contract Administration	15,438
Personnel Matters	58,809
Litigation	88,752
General	67,123
Construction	56,789
<b>TOTAL</b>	<b>\$329,416</b>

Fiscal Year 2003-04 (through January 2004)	
Category	Amount spent
Negotiations	\$30,649
Contract Administration	2,877
Personnel Matters	26,178
Litigation	55,430
General	0
<b>TOTAL</b>	<b>\$142,694</b>

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**Agenda for the El Camino Community College District Board of Trustees**  
**Public Agenda Request**

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The ECCFT, ECCE, POA Joint Committee on Political Education recommends that the El Camino Community College District Board of Trustees approve each of the following four resolutions:

	<u>Page No.</u>
A. Resolution in Support of the Education Bond Measure (Proposition 55)	2
B. Resolution in Support of the Budget Accountability Act (Proposition 56)	3
C. Resolution in Support of the Economic Recovery Bond Act (Proposition 57)	4
D. Resolution in Support of the California Balanced Budget Act (Proposition 58)	5

## **The Kindergarten-University Public Education Facilities Bond Act of 2004**

Whereas, California's K-12 schools, community colleges, and public universities face tremendous needs in classroom construction, restoration and earthquake retrofitting; and

Whereas, more than 2.4 million students are enrolled in California's public higher education system, which includes the University of California, the California State University, and the California Community Colleges; and

Whereas, the Kindergarten-University Public Education Facilities Bond Act of 2004 will help prepare students for the workplace of the 21st century and high-skilled, high-wage jobs; and

Whereas, more than \$35 billion per year is contributed to the state's economy through California's three higher education systems, and there is a direct correlation between California's future economic and cultural prosperity and the availability of educational opportunities for its citizens through community colleges and other higher education institutions; and

Whereas, the total unmet facilities needs for the community college system have been estimated at approximately \$14.8 billion to fund needed new facilities and upgrade existing buildings to meet enrollment growth and provide students access to new technologies; and

Whereas, the Kindergarten-University Public Education Facilities Bond Act of 2004 would provide \$2.3 billion for public higher education facilities including \$920 million over the next two years for the California Community Colleges for building projects to serve the educational needs of the system's 1.75 million students; and

Whereas, California's historical policy of access to higher education for all eligible students is threatened, and

Whereas, passage of the Kindergarten-University Public Education Facilities Bond Act of 2004 would provide the El Camino Community College District with funds to build classrooms and modernize facilities to accommodate our student population; and

Whereas, the El Camino Community College District believes that every effort should be made to inform voters about the impact of passage of the Kindergarten-University Public Education Facilities Bond Act of 2004 on local residents and students and their community college(s); now

Therefore, be it resolved that the Board of Trustees of the El Camino Community College District supports the Kindergarten-University Public Education Facilities Bond Act of 2004 and encourages students and voters to become aware of the pros and cons of passage of the Kindergarten-University Public Education Facilities Bond Act of 2004 and the impact of its passage upon Community Colleges.



## **The Budget Accountability Act**

Whereas, the Budget Accountability Act on the March 2004 state ballot would require a 55 percent rather than a two-thirds vote of the Senate and Assembly to adopt a state budget; and

Whereas, the Budget Accountability Act would provide incentives for lawmakers to progress with their work, including: withholding salary and expenses from the Governor and Legislature if the budget is not passed and signed by the constitutional deadline; requiring the Legislature to remain in session and not act on other legislation until the budget is adopted, except in response to an emergency declared by the Governor; providing for a “rainy day” reserve fund of five percent to be established in good years to cushion the state from severe cuts in a bad economy; and requiring the state ballot pamphlet that goes to voters at each election to contain a brief summary of how the state spends the money it receives; and

Whereas, California is one of only three states (in addition to Rhode Island and Arkansas) in which a two-thirds majority is needed to approve a state budget; and

Whereas, the high vote threshold has been cited as the primary reason the Legislature frequently has been unable to adopt a timely budget, having missed the June 15 deadline for adopting a budget eighteen times in the last 22 years and having begun a new fiscal year without an approved budget in place nine times over the past thirteen years; and

Whereas, the El Camino Community College District Board of Trustees does not have sufficient information for adopting an appropriate budget when the Legislature has not acted by its deadline;

Therefore, the Board of Trustees of El Camino Community College District supports the Budget Accountability Act and encourages voters to become aware of the pros and cons of passage of the Budget Accountability Act and the impact of its passage upon El Camino Community College District.

**Resolution in Support of Proposition 57  
The Economic Recovery Bond Act**

**Whereas**, the Economic Recovery Bond Act (Proposition 57) on the March 2004 state ballot is a one-time bond of up to fifteen billion dollars to retire the state deficit; and

**Whereas**, state spending has exceeded revenues for three years, creating funding losses and volatility in state funding which have undermined stable, predictable and adequate funding to community colleges; and

**Whereas**, this bond measure would consolidate the deficit and allow California to restore fiscal stability without raising taxes; and

**Whereas**, California needs to set its fiscal house in order to start building for the future; and

**Whereas**, Proposition 57 will allow community colleges to continue to provide quality programs and services for students and assist them in preparing for employment or transfer to a four-year university; and

**Whereas**, Proposition 57 will keep the state solvent and prevent drastic cuts in education, health care, local government and public safety; and

**Whereas**, Proposition 57 will present the voters with the opportunity to determine whether a deficit bond should be enacted to provide fiscal stability for California's future; and

**Whereas**, this bond measure will not take effect unless voters also approve the California Balanced Budget Act (Proposition 58), which prohibits borrowing to pay deficits ever again and requires enactment of a balanced budget; and

**Whereas**, the failure of this bond could result in mid- and future-year cuts for public education including community colleges, thus placing extreme hardship upon community colleges and the students they serve as well as all other publicly-funded agencies;

**Whereas**, Proposition 57 is fully funded by dedicating one-quarter cent for the existing sales tax rate; and

**Whereas**, Proposition 57 would require no tax increase to pay the deficit bond;

**Therefore**, be it resolved, that the Trustees of the El Camino Community College District support Proposition 57 (The Economic Recovery Bond Act) and encourage voters to become aware of the implications of its passage upon El Camino Community College District.

**Resolution in Support of Proposition 58  
The California Balanced Budget Act**

**Whereas**, Proposition 58 (The Balanced Budget Act) requires the enactment of a balanced budget, addresses fiscal emergencies, and establishes a budget reserve; and

**Whereas**, Proposition 58 amends the California Constitution to require enactment of a balanced state budget, establish a state budget reserve, and place limits on future borrowing to finance state budget deficits; and

**Whereas**, the Balanced Budget Act would require the Governor and Legislature to enact a balanced budget, and require the legislature to postpone other action until a budget is adopted; and

**Whereas**, Proposition 58 would require that spending not exceed income each fiscal year, and establish a reserve of at least \$8 billion; and

**Whereas**, Proposition 58 would prohibit borrowing in the future to pay off deficits; and

**Whereas**, the balanced budget and debt limitation provisions in Proposition 58 are likely to result in more immediate actions to correct budgetary shortfalls;

**Whereas**, the provisions above would become operative only if the voters approve Proposition 57 (The Economic Recovery Bond Act) as well as Proposition 58; and

**Whereas**, if this measure fails, the result will be massive reductions to the California community college system, the students served by that system, and other public agencies;

**Therefore be it resolved:** that the Board of Trustees of El Camino Community College District supports Proposition 58 (The California Balanced Budget Act) and encourages voters to become aware of the implications of its passage upon El Camino Community College District.