

## **AGREEMENT BETWEEN**

# THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

### AND

# THE FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Effective July 1, 2019 through June 30, 2022

#### TABLE OF CONTENTS

<u>ARTICLE</u>	DESCRIPTION	<u>PAGE</u>
ARTICLE 1	IMPLEMENTATION OF COLLECTIVE BARGAINING	4
1.1	Agreement	4
1.2	Recognition	4
1.3	Duration	4
1.4	Unit Member Orientations and Onboarding	5
ARTICLE 2	EFFECT OF AGREEMENT	6
2.1	Effect of Agreement	6
2.2	Non-Grievability	7
ARTICLE 3	SEPARABILITY AND SAVINGS	8
3.1	Separability and Savings	
ARTICLE 4	LEAVES	9
4.1	Definitions	9
4.2	Bereavement Leave	9
4.3	Judicial Leave	9
4.4	Personal Necessity Leave	10
4.5	Professional Conference Leave/In-Service Training	10
4.6	Industrial Accident or Illness Leave	10
4.7	Sick Leave	11
4.8	Extended Sick Leave	12
4.9	Quarantine Leave	13
4.10	Excused Absence With Pay	13
4.11	Personal Leave Without Pay	13
4.12	Personal Absence Without Pay	13
4.13	General Leave Policies	13
4.14	Sabbatical Leave	14
4.15	Retraining Leave	17
4.16	Banking Leave	18
4.17	Association Leave	20
4.18	Association Released Time	20
4.19	Parental Bonding Leave	21
ARTICLE 5	HEALTH AND WELFARE BENEFITS	22
5.1	Eligibility	22
5.2	Benefits	22
5.3	District Joint Benefits Committee	23
5.4	Retiree Coverage	23
5.5	Social Security Alternative	24
ARTICLE 6	INSTRUCTIONAL HOURS, DUTIES AND WORKLOAD	25
6.1	Workload	25
6.2	Non-Contract Faculty Employment Preference Rights	29
6.3	Other Faculty Duties – Credit and Non-Credit	31
6.4	Multiple Site Assignments	32
6.5	Flexible Calendar	33
6.6	Summer Program	34
6.7	Parking	35

#### ARTICLE DESCRIPTION

<b>ARTICLE 7</b>	SALARIES	36
7.1	Salary Schedules – Contract Year	36
7.2	Salary Schedules – Summer School	42
7.3	Beyond Contract and Part-Time Assignments for College Credit	
	Instructors	43
7.4	Other Placement	43
7.5	Travel Allowance	43
7.6	Repayment of Overpayment	44
ARTICLE 8	EVALUATION	45
8.1	Purpose of Evaluation	45
8.2	Definitions	45
8.3	Evaluation Components	45
8.4	Self-Evaluation – Portfolio	46
8.5	Student Evaluation	46
8.6	Classroom/Worksite Observations	46
8.7	Colleague Surveys	48
8.8.	Summary Evaluation	48
8.9	Institutional Tenure Review	49
8.10	Grievance During the Tenure Process	50
8.11	Purpose of Evaluation – College Credit	50
8.12	Definitions	50
8.13	Evaluation of Non-Contract Faculty	51
8.14	Evaluation of Instructors – Temporary Faculty	51
8.15	Evaluation of Tenured Teaching Faculty (Associate Professors and Professors)	52
8.16	Evaluation of Tenured, Non-Teaching Faculty, Coordinators,	
	Counselors, Librarians, and Health Service Staff	53
8.17	Additional Evaluations	54
8.18	Evaluation Timetable	54
ARTICLE 9	GRIEVANCE PROCEDURES	57
9.1	Definitions	57
9.2	Time Limits	57
9.3	Other Provisions	58
9.4	Procedural Steps	59
ARTICLE 10	FACULTY SERVICE AREAS	62
10.1	Faculty Services Areas	62
10.2	Procedure to Follow for FSA Designation	62
10.3	Disputes	62
10.4	Changes to Faculty Service Areas	63
ARTICLE 11	TRANSFER	64
11.1	Definitions	64
11.2	Requests for Voluntary Transfers	64
11.3	Administrative Transfer	65

mileage reimbursement for the travel between the sites. This includes council work, department meetings and Academic Senate meetings.

#### 6.5 FLEXIBLE CALENDAR

#### 6.5.1 Instructional Faculty - Contract/Non-Contract

Each instructor shall submit a written plan to the appropriate administrator designating two (2) staff development days, of six (6) hours each, for appropriate individual or group activities plus four (4) days each fiscal year, which will be designated as common days for college, division, or departmental activities. Full-time instructors will be required to be on campus on these common designated days. Department activities have priority on one of the two common days each semester. Any changes in procedures or timelines for plan submission will be prepared in consultation with the Association and distributed by the District.

The appropriate administrator shall review and sign each staff development plan to insure that each plan is in accordance with Title V regulations and district policies. If the proposed plan is not approved by the appropriate administrator, a faculty member may, within ten (10) days, appeal the decision in writing to the appropriate College President or his/her designee.

Notwithstanding the right of the District not to release instructors from teaching or other assigned responsibilities if it is deemed in the best interest of the District, the College President or his/her designee will approve the plan if it is in accordance with Title V regulations, district policies, and district needs. The decision of the College President or his/her designee is final.

The approved plan is a legally binding contract. Failure to submit a plan on time, or failure to complete part or all of the plan, will result in a proportionate reduction in compensation.

Development plans submitted by contract instructors shall constitute contractual obligations as outlined in the unit contract. Specifically, instructors shall have a thirty (30) hour scheduled commitment per week. Plans for non-contract instructors shall constitute 1.5 times the weekly contact hours. For non-contract instructors, staff development activities will be scheduled and organized by the administration and attendance at such activities is a required contractual obligation. A pro-rated number of staff development days will be computed for instructors on reduced contract, partial contract, and sabbatical leave assignment.

6.5.2 Counselors, Coordinators, Librarians, Health Service Staff, Special Services Faculty, and Other Categories not considered a Traditional Instructional Faculty.

The above staff may submit a staff development plan that may include up to the number of days available for instructional faculty. The days are flexible within the instructional calendar year.

Following consultation with staff, the district shall distribute policies and procedures for implementing the appropriate plan(s).

The appropriate administrator shall review and sign plans that are in accordance with district policies. If the proposed plan is not approved, the staff member may within ten (10) days, appeal the decision in writing to the appropriate College President or his/her designee. The decision of the College President or his/her designee is final. The district reserves the right not to release staff if it is deemed in the best interest of the district.

The approved plan is a legally binding contract. Failure to complete part or all of the plan will result in a proportionate reduction in compensation. Development plans submitted by faculty for flex days shall constitute contractual obligations.

#### 6.5.3 Continuance of the Flexible Calendar

The Board of Trustees retains the right to determine, after consultation with faculty and staff, whether to continue the flexible calendar format for subsequent academic years.

6.6 SUMMER PROGRAM – (See Section 7.2 Summer School Salary Schedule)

#### Salary Schedules

#### 6.6.1 Schedule A

All academic college credit employees who were employed on contract during the preceding academic year shall be paid on the basis of 1/40 of the appropriate step among the first five (5) steps of the basic salary schedule in effect as of June 1 for each lecture hour equivalent taught during the period following the end of the Spring term. Compensation for health services faculty, counselors, librarians, and laboratory assignments will be computed at 0.85 of a lecture hour. Effective July 1, 2017, the lab rate will be increased to 1.0 LHE for extensive preparation courses (anthropology, geography, nursing and hard sciences) using proposed criteria. (See Appendix N.)

A maximum assignment of  $1\frac{1}{2}$  LHE per week will be allowed for all instructors during the summer and intersession programs. This is a weekly assignment maximum, not an average or aggregate of total weeks taught during a summer session. This results in up to a maximum of twelve (12) LHE for the summer and six (6) LHE for the intersession program.

A maximum assignment of twenty-seven (27) hours per week will be allowed for all counselors. Combined counseling and instructional assignments shall be subject to the twenty-seven (27) hour limit. Assignments during the summer session shall be 100% student contact unless modified by mutual agreement with the appropriate administrator.