



AGREEMENT BETWEEN

**THE RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

AND

**THE FACULTY ASSOCIATION
OF RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

Effective July 1, 2017 through June 30, 2019

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ARTICLE 1
IMPLEMENTATION OF COLLECTIVE BARGAINING

1.1 AGREEMENT (Preamble)

The following Agreement between the District and the Association is recorded in written form to meet the requirements of Government Code 3540, et. Seq. and, more specifically, wages, hours or employment, and other terms and conditions of employment as defined therein in exchange for services.

1.2 RECOGNITION

1.2.1 Exclusive Representative

The Governing Board of the Rancho Santiago Community College District, hereinafter referred to as the “District,” hereby recognized the Faculty Association of Rancho Santiago Community College District, hereinafter referred to as the “Association,” as the sole and exclusive representative of those enumerated in the Stipulated Agreement. (See Appendix A, Stipulated Unit Recognition Agreement).

1.2.2 Negotiations Restrictions

- A. The District agrees not to negotiate with any other organization in matters upon which the Association is the exclusive representative, and, agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.
- B. The Association recognizes the Board of Trustees as the duly elected representative of the people for the Rancho Santiago Community College District and agrees to negotiate only with the representative officially designated by the Board to act on behalf of the District. The Association further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator, or other person or persons not officially designated by the Board of Trustees as the representative of the District.

1.3 DURATION

The provisions of this Agreement and its subsequent amendments shall become effective on July 1, 2015~~7~~, and remain in effect until June 30, 2017~~9~~. The Association agrees to submit its initial proposal for reopeners or the successor agreement no earlier than September 1 of each year, and the District agrees to present its initial proposal not later than thirty (30) calendar days following the submission of the Association’s proposal.

For the Association / Date

For the District / Date

ARTICLE 2
EFFECT OF AGREEMENT

2.1 EFFECT OF AGREEMENT

- 2.1.1 A. The following District Board policies, as they specifically relate to the association, shall not be changed through June 30, 2015~~7~~, except by mutual agreement between the Association and District: (See Appendix B, “List of Board Policies”).
- B. New Board policies which impact policies referenced in 2.1.1 A, shall not be initiated by the District through June 30, 2015~~7~~, except by mutual agreement between the Association and the District.

2.1.2 Administrative Rules and Regulations

- A. Written District Administrative Rules and Regulations in effect during 2013/14 with respect to those policies as referenced in 2.1.1.A., shall not be changed by the District through June 30, 2015~~7~~, except by mutual agreement between the Association and the District.
- B. New District Administrative Rules and Regulations with respect to those policies as referenced in 2.1.1.A., shall not be implemented by the District through June 30, 2015~~7~~, without prior consent of the Association.
- C. District procedures with respect to those matters specifically within the scope of representation as referenced above shall not be changed by the District, through June 30, 2015~~7~~, without prior consultation with the Association.

2.1.3 Other Provisions

- A. The District and the Association agree that in the event a concern arises between the parties, a conference session may be initiated by either party for the purpose of clarification. With respect to policies, rules and regulations, and procedures referred to above the Association and District may use past practices in an attempt to explain or clarify the provisions of the Agreement. This consultation does not preclude the utilization of the grievance procedure if applicable.
- B. The parties agree that the specific provisions contained in this Agreement shall prevail over Board policy, Administrative Rules and Regulations, and District practices and procedures to the extent permitted by State law.
- C. The Association recognizes and agrees that the District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in case of a Board declared emergency. An emergency is considered an Act of God or a natural disaster. Where an emergency is declared, the District shall immediately notify and consult with the Association. The Association agrees it will abide by such emergency decisions of the Board during the declared emergency.

- D. Nothing contained herein shall in any way be construed or interpreted to impose any limitation of any kind upon the District in regard to budgets, contracts or employment, or any other matters relating to employees covered under this contract in regard to compliance with the California Education Code.
- E. It is understood and agreed that the District is limited only by the expressed terms of this Agreement.

2.2 NON-GRIEVABILITY

Section 2.1, Effect of Agreement, is not subject to the grievance procedure. Board policies and administrative rules and regulations referenced herein are subject to the grievance procedure to the extent that such policies, rules and regulations are governed by other sections of this Agreement.

ARTICLE 3
SEPARABILITY AND SAVINGS

3.1 SEPARABILITY AND SAVINGS

If any article, section, subsection, sentence, or phrase of this Agreement or any application of this Agreement to any unit member or members is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such article, section, subsection, sentence, or phrase shall be inoperative, but all other articles, sections, subsections, sentences, or phrases shall not be affected thereby and shall continue in full force and effect.

ARTICLE 4 LEAVES

4.1 DEFINITIONS

Immediate Family – A member of the immediate family as used herein means blood, step and foster relations limited to a parent, grandparent, grandchild, spouse, domestic partner, child, stepchild, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law or father-in-law of the employee or his/her spouse or domestic partner.

4.2 BEREAVEMENT LEAVE

Faculty members shall be granted, without loss of salary or other benefits, five (5) days of absence due to the death of the employee's spouse, parent, domestic partner, child, stepchild and the children of the domestic partner of the employee.

Except as noted above, faculty members, upon notification to their supervisor, may be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) regularly assigned working days, or five (5) regularly assigned working days if out-of-state travel is required or exceeds two hundred (200) land miles one (1) way from the District, upon the death of any member of the member's immediate family.

4.3 JUDICIAL LEAVE

4.3.1 When called for jury duty or as a witness in the manner provided by law, except when called as a witness adverse to the District or as a party in an action against the District, faculty members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty or act as a witness during the employee's regularly assigned working hours.

4.3.2 Request for jury duty or witness leave should be made by presenting in advance the official court summons to the faculty member's immediate supervisor and to the District payroll office through regular administrative channels.

4.3.3 Reimbursement to the District of any monies earned as a juror, or witness, except mileage, shall be made by the member.

4.3.4 A faculty member called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.

4.3.5 Employees are required to return to work during any day in which jury services are not required.

4.3.6 The District may require verification of jury duty or witness time prior to, or subsequent to, providing compensation.

4.4 PERSONAL NECESSITY LEAVE

- 4.4.1 A faculty member may use a maximum of six (6) days leave of absence in any school year without loss of pay for personal necessity. Such leaves shall be deducted from the employee's accumulated sick leave. An Employee Absence Card must be filed.

Personal necessity leave can be used for matters of compelling personal importance or family business which cannot be accomplished other than during the employee's regular assigned working hours, or deferred to a more convenient date or time to accommodate the regular work schedule.

- 4.4.2 Personal necessity leave may not be used for vacation or recreational use, outside employment (present or prospective), or appearance in court as a witness or litigant in an action adverse to the District.
- 4.4.3 The faculty member will notify the appropriate administrator in advance of the need for personal necessity leave. Requests may be subject to verification.
- 4.4.4 In addition to Personal Necessity Leave, faculty members shall be allowed to use up to six (6) days of sick leave per year to attend to the illness of employee's spouse, parent, domestic partner, child, stepchild and domestic partner of the employee.

4.5 PROFESSIONAL CONFERENCE LEAVE/IN-SERVICE TRAINING

Upon filing a conference request form, the Chancellor or his/her designee may grant to a faculty member leave with pay (unless otherwise stipulated prior to attendance) for professional conference or in-service training which will improve District operations or the ability of the faculty member to more effectively perform his/her duties.

4.6 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

- 4.6.1 An industrial accident or illness is defined as one that arises out of the course and scope of the faculty member's employment with the District. The accident or illness must be reported to the District in accordance with District regulations.
- 4.6.2 Faculty members employed by the District under contract shall receive sixty (60) days' leave with pay in any one (1) fiscal year for an industrial accident or illness.
- 4.6.3 Industrial accident or illness leave shall commence on the first (1st) day of absence. Allowable leave shall not be accumulated from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining for the same illness or injury at the end of the fiscal year in which the injury or illness occurred.

- 4.6.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.
- 4.6.5 The industrial accident or illness leave of absence shall be used in lieu of entitlement acquired under Section 87786 of the State Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving worker's compensation, he shall be entitled to use only so much of his accumulated or available sick leave, accumulated compensation time, vacation, or other available leave, which, when added to the worker's compensation award, to provide for a full day's wage or salary.

4.7 SICK LEAVE

- 4.7.1 Faculty members employed on a full-time basis shall be entitled to one (1) day's leave of absence for illness or injury with full pay for each month of service under contract: ten (10) days for 175 day contracts; eleven (11) days for 192 day contracts; and twelve (12) days for 225 day contracts. This entitlement shall be credited at the commencement of employment and thereafter at the start of each succeeding fiscal year (July 1) to full-time employees. Fractional assignment shall receive proportionate leave entitlement.
- 4.7.2 Faculty members employed on a full-time basis for less than a full fiscal year are entitled to that proportion of the total days for leave of absence for illness or injury as the number of months he/she is employed.
- 4.7.3 Faculty members employed less than full-time (for a fiscal year of service) shall be entitled to that proportion of the total days for leave of absence for illness or injury as the number of hours they are employed per week bears to a full-time assignment. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 4.7.4 Part-time faculty members employed on an LHE basis and full-time faculty working beyond contract assignments shall earn leave of absence for illness or injury at the rate of one hour (1) per semester for each LHE per semester.
- 4.7.5 Pay for any day of such absence shall be the same as the pay which would have been received had the employee been on a paid status during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year.
- 4.7.6 If the faculty member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

- 4.7.7 All sick leave absence shall be reported on the Employee Absence Card to the immediate supervisor. The District reserves the right to require medical verification for illness for any absence.
- 4.7.8 Faculty members must be in active employment or on paid leave to earn or use sick leave. Faculty members on extended illness leave are eligible to earn or use sick leave. Sick leave may be applied only on those days when the faculty member is required to report for duty but cannot do so because of illness or injury. Faculty members who become ill or are injured but are not required to report, such as those on leave or vacation, may not use sick leave credits.
- 4.7.9 When a faculty member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be equal to the annual entitlement times the number of months employed divided by the number of months in his/her annual contract.
- 4.7.10 Sick leave entitlement shall be reduced by one (1) day for each month an employee is on personal leave without pay. Entitlement shall be granted for all other leaves.
- 4.7.11 Faculty members employed during summer session shall earn leave of absence for illness or injury at the rate of one hour per summer for each LHE assigned to teach. The summer sick leave is separate from sick leave accumulated during the academic year. It can only be used for summer absences and is not accumulative for purposes of retirement credit.

4.8 EXTENDED SICK LEAVE

4.8.1 A tenured or tenure track faculty member whose sick leave, including current and accrued, has been exhausted and that total of such sick leave used in a given fiscal year is less than one hundred (100) work days, shall be compensated at fifty percent (50%) of his/her daily rate for the balance of one hundred (100) days.

4.8.2 A part-time faculty member who has started a fall or spring semester assignment and whose sick leave, including current and accrued, has been exhausted, shall be compensated at fifty percent (50%) of his/her current semester assignment pay for the remaining period of the absence or the end of the current semester assignment, whichever comes first.

4.8.2.3 In the event of a catastrophic illness, participating tenured or tenure track faculty members who have exhausted all regular and extended sick leave may utilize a maximum of 100 days from the CATASTROPHIC ILLNESS BANK. The compensation shall be fifty percent (50%) of his/her daily rate. A faculty member becomes a participant by contributing sick leave to the bank. (See Human Resources Office for procedures.) In cases of severe financial hardship, the District, by mutual agreement of the Chancellor and the FARSCCD President, may provide the benefits in this section concurrently with the benefits of 4.8.1.

4.8.2.4 A faculty member may be required to present a doctor's statement stating the need for extended absence ~~nature of the illness or injury~~ to qualify for extended sick leave or catastrophic illness leave ~~these~~ benefits.

4.8.3.5 Prior to returning to work, a faculty member shall be required to present a doctor's statement stating ~~the nature of the illness or injury and~~ the date the employee is able to return to work.

4.8.4.6 In consultation with and with approval by the Association, a unit member may be required by the Chancellor/College President to be examined by a District approved physician or psychologist to determine fitness for return to duty.

4.9 QUARANTINE LEAVE

Full-time faculty members shall receive salaries in full for a period not to exceed thirty (30) days when quarantined by city or county health officers because of another's illness. Such quarantine must be verified by a physician or health officer.

4.10 EXCUSED ABSENCE WITH PAY

Administrators are authorized to excuse a full time faculty member for an occasional absence up to a maximum of four (4) hours per semester for a change in assignment, or, for personal business of such a nature that it requires the presence for the member during his/her working day, and, such absence(s) is determined, in the sole discretion of management, in the best interests of the District. Hours are not cumulative from semester to semester.

4.11 PERSONAL LEAVE WITHOUT PAY

Any full time faculty member is eligible to apply for a personal leave. Leaves may be granted for advanced professional training, travel, and maternity. No leave will be for less than one (1) semester, nor for more than one (1) year. Except in cases of emergency, the application for personal leave must be approved by the supervising administrator and submitted to the Human Resources Office for clearance at least ten (10) weeks prior to the start of the semester involved.

4.12 PERSONAL ABSENCE WITHOUT PAY

A request for personal absence without pay shall be filed through channels with the ~~Executive~~ Vice Chancellor of Human Resources and shall be recommended by the respective College President and shall require the approval, for up to five (5) days by the Chancellor, and for six (6) or more days by the Board of Trustees. The leave must conform to the criteria for Personal Necessity Leave (see Section 4.4.2). The Human Resources Office shall notify the requester of the action taken upon request. Request must be received in ample time for all necessary action to be taken. An employee absence card must be filed.

4.13 GENERAL LEAVE POLICIES

4.13.1 Periods of leaves of absence, paid or unpaid, shall not be considered a break in service of the employee.

- 4.13.2 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the District shall reduce the gross salary warrant due the employee by the same amount as the amount of any worker's compensation check received by the faculty member. The District shall issue the employee appropriate warrants for any payment of wages or salary due over and above the worker's compensation benefit check and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 4.13.3 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been medically released for return to duty and who fails to accept an appropriate assignment to duty shall be dismissed. The District shall require certification by the attending physician that the employee is medically able to return to and perform the duties of his/her position.

4.14 SABBATICAL LEAVE

4.14.1 Purpose of Sabbatical Leave

Sabbatical leaves may be awarded to qualified tenured members of the faculty for intellectual refreshment, normally to be obtained by study, research, travel, work experience, or other creative activity as delineated below:

A. Academic Study Leave

An academic study leave is one during which the faculty member pursues a program of a minimum of eight (8) units each semester or the equivalent (432 hours) in an accredited institution of higher education.

B. Independent Research Leave

An independent research leave is one which must be related to the present or prospective service. The program must be at least equivalent in effort and content to the required units as pursued above. A complete plan for such study must be approved and filed with the original application for leave.

C. Travel Leave

A travel leave is one during which the employee shall remain in travel status three and one-half (3½) months for each semester of leave granted.

D. Professional Growth

A professional growth leave is one granted for any structured experience which would cause professional growth in the employee's specialty or techniques of teaching.

E. Combination of Above

Types of sabbatical leaves may be combined. One (1) calendar month of travel is considered as equivalent to two (2) semester units when in combination. The sabbatical leave of absence shall have the ultimate objective of enhancing a faculty member's service to the Rancho Santiago Community College District and increasing its distinction. The sabbatical leave of absence is not an earned right, but is a privilege which may be granted by the Board of Trustees. It is expected, therefore, that applications shall be accompanied by a statement of a program which the applicant proposes to follow while on leave, and that, on return to regular duty, he/she shall submit a report on the result of the leave as a record of faculty growth and for retention in the District files.

4.14.2 Sabbatical Leave: Service Eligibility

Full-time faculty with satisfactory performance may request sabbatical leave. The full-time service as a faculty member in the Rancho Santiago Community College District must be at least six (6) consecutive years immediately preceding the sabbatical leave. A leave of absence, except a sabbatical leave, does not count as a break in continuity of service for purposes of sabbatical leave consideration.

4.14.3 Sabbatical Leave: Length of Leave and Compensation

For the purpose of sabbatical leave, all 175 day employees shall be considered ten (10) month employees, eligible for a semester leave (5 calendar months) or a maximum of a school year leave (10 calendar months) at eighty percent (80%) contract salary. All 192 day employees shall be considered eleven (11) month employees, eligible for a semester leave (5 ½ calendar months) or a maximum of a school year leave (11 months) at eighty percent (80%) contract salary. All 225 day employees shall be considered twelve (12) month employees, eligible for a semester leave (6 calendar months) or a maximum of a school year leave (12 calendar months) at eighty percent (80%) contract salary. The school year leave may be taken in two separate terms provided that the leave of absence for both of the separate terms be commenced and completed within a three-year period. Any period of service intervening between the two separate terms shall comprise a part of the service required for a subsequent leave. An employee may choose to apply banked leave while on sabbatical to be eligible for one hundred percent (100%) contract salary. (See Section 4.16 for banked leave provisions.)

4.14.4 Sabbatical Leave: Number of Leaves

The maximum number of sabbatical leaves granted in any one (1) year may be up to four percent (4%) of the full-time academic employees. Exceptions shall be at the discretion of the District.

4.14.5 Sabbatical Leave: Application for Leave

Application for a sabbatical leave must be filed with the Chancellor or his/her designate by December 15 for the following school year in conformance with the District approved application form. If there are remaining vacancies in the present academic year for a spring semester sabbatical leave, the employee may file application with the Chancellor or his/her designate by September 1. These spring sabbatical leaves of absence are to be within the 4% allowable. The Sabbatical leave Committee will screen applications and make suitable recommendations to the Chancellor. Should any application be denied for lack of a suitable plan, the applicant will be given an opportunity to improve his/her plan and resubmit the application within a period of two (2) weeks from the date of notification that the plan is not acceptable.

4.14.6 Sabbatical Leave Agreement

As a condition of obtaining a sabbatical leave, the employee must execute a written agreement specifying the terms and conditions of the sabbatical leave including the employee's return to service for at least one year following a semester leave or two (2) years following a two (2) semester leave. The agreement shall stipulate that the employee shall repay the District for all salary and fringe benefits received during the sabbatical if the post-sabbatical service is not met.

4.14.7 Report on Sabbatical Leave

Each employee returning from sabbatical leave must file with the sabbatical leave committee chair a written report on the District approved form no later than thirty (30) days after commencement of the semester following such leave. The purpose of the report to the committee is to demonstrate compliance with the approved sabbatical leave proposal and contract. The chair of the sabbatical leave committee shall then submit the report to the sabbatical leave committee for its consideration, and within a thirty (30) day period the committee shall by a majority vote indicate approval or disapproval. Reports, accompanied by committee recommendations, shall be presented to the Board of Trustees at a subsequent meeting. Employees are expected to be present to supplement the written report. If action by the Board of Trustees does not indicate full compliance with the established terms and purposes of the approved sabbatical leave proposal, the Board may deem such leave to have been in whole or in part a leave of absence without pay and require said employee and company to make financial restitution, in whole or in part, to the District within ten (10) months. In no event shall the employee be assessed more than the amount of pay received during the sabbatical period excluding pay for banked leave used during the time period. An employee taking a sabbatical leave solely or partially for academic study shall, within thirty (30) days after commencement of the semester following such leave, provide the District with an official transcript of work. If, in the course of the sabbatical leave, the committee determines that the employee is not carrying out the leave proposal in good faith, the employee will be contacted and granted ten (10) days to respond to the evidence. If the committee deems the response unsatisfactory, it shall recommend to the Board of Trustees termination of the sabbatical leave. The Board may immediately terminate the sabbatical leave and one (1) order the employee back to a regular

district assignment or two (2) designate the remainder of the sabbatical leave a leave of absence without pay.

4.14.8 Return to Service After Sabbatical leave

At the expiration of the leave of absence of the employee, he/she shall, unless otherwise agreed, be reinstated in the position held by him/her or in an equivalent position to that held at the time of the granting of the leave of absence.

4.14.9 Salary Increase for Sabbatical Leave

Sabbatical leave shall count toward retirement and be considered as regular service to the District for purposes of advancement on the salary schedule. Employees on sabbatical leave shall be permitted to accept full-time positions for pay only when such position provides an opportunity to upgrade knowledge or abilities in a manner not immediately available otherwise. The District shall adjust compensation for sabbatical leave downward such that the total compensation shall not exceed the amount the employee could earn on campus with a full teaching load, plus eight (8) hours' overload. This does not apply to scholarships, fellowships, and other such grants.

4.14.10 Sabbatical Leave: Method of Payment

The compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were teaching in the District.

4.14.11 Accident or Illness during Sabbatical Leave

Interruption of the program caused by serious illness or accident during a sabbatical leave, evidence of which is satisfactory to the District, shall not prejudice an employee regarding the fulfillment of the conditions on which leave was granted nor affect the amount of compensation to be paid such employee under the terms of such sabbatical leave. However, the Chancellor, or his/her designate, must be notified within thirty (30) days of such accident or illness.

4.15 RETRAINING LEAVE

4.15.1 Purpose of Leave

The purpose of the retraining leave is to provide tenured faculty the opportunity to prepare for a change in discipline. The need for such retraining will be determined by the District and may involve formal coursework, research, work experience, or other related activity approved by the District.

4.15.2 Length of Leave and Compensation

The length of the retraining leave will be determined by the specific approved retraining plan. Employees released from all or part of their normal assignment for the purpose of retraining shall earn pay and benefits as though they were working

their normal assignment. The compensation shall be paid the employee while on leave in the same manner as if the employee were teaching in the District.

4.15.3 Application for Leave

Requests for retraining may be initiated by the faculty member or the District. If a need for retraining exists, the appropriate administrator, in consultation with the faculty member, will prepare a proposed retraining plan. The appropriate administrator will submit a recommended plan for consideration to the College President or his/her designee. Retraining plans are subject to the approval of the Chancellor and the Board of Trustees.

4.15.4 Verification of Completion

Each employee on an approved retraining plan must submit a verification of completion to the appropriate administrator. The verification of completion is subject to the approval of the appropriate College President or his/her designee. The verification may include, as appropriate, transcripts, verification of work experience, research reports, etc. to demonstrate compliance with the approved retraining plan. If the verification does not indicate full compliance with the approved plan, the leave may be deemed to have been wholly or in part a leave without pay requiring the employee to make financial restitution in whole or in part to the District within ten (10) months. In no event shall the employee be assessed more than the amount of pay received during the retraining leave period.

4.15.5 Return to Service

At the expiration of the retraining leave the employee shall be required to render service to the District for a period of time that is twice the length of time of the leave.

4.15.6 Salary Increase

Retraining leave shall count toward retirement and be considered as a regular service to the District for purposes of advancement on the salary schedule. Approved unit for courses of study during the leave may be applied toward salary advancement per the established regulations governing salary changes.

4.16 BANKING LEAVE

Full-time contract faculty may request a leave of absence based on participation in the Banking Leave program. Full-time faculty may request to be allowed to work beyond contract for the purpose of participating in the Banking Leave program. Banking will be an option available to full-time faculty of the district in lieu of payment. When a full-time faculty member works beyond his/her regular contract or in a summer/intersession assignment, he/she can choose either to bank the extra LHE/hours or to be paid for them at the current part-time salary rate. Continuing education faculty may be granted Banking leave on the basis of teaching hours per week. Banked LHE/hours may be utilized to release the faculty member from a portion of his/her contractual obligation and may be used for professional or personal reasons. If a replacement is necessary, the assignment

must be one that is replaceable by part-time staff. A faculty member may not accumulate more than thirty-six (36) LHE/hours of banking leave. The maximum duration of a full-time release will be one semester, unless the faculty member has a medical condition or family situation that requires a leave of greater than one semester, or the faculty member submits written notice to the district that he/she will retire at the end of the banking leave in which case a leave of two consecutive semesters may be granted. A one semester banking leave shall consist of fifteen (15) LHE at contract pay, plus up to six (6) LHE at beyond contract pay. The accumulated banked LHE/hours and the resulting time off have no effect on fringe benefits. Banking leave shall count toward retirement and be considered as regular service to the District for purposes of advancement on the salary schedule. There is no expressed or implied guarantee that extra pay classes are available for "banking" in any given semester.

Only upon the retirement, resignation, or death of a faculty member, shall the cash value of any unused banking leave be paid to the faculty member or his/her estate. Any such payment shall be at the part-time/beyond contract rate in effect on the date of retirement, resignation, or death.

No later than October 1 of each year, the District shall provide each faculty member with a statement of the faculty member's banking leave balance as of the prior June 30. If the faculty member believes that his/her banking leave balance is in error, he/she must notify the ~~Executive~~ Vice Chancellor of Human Resources of the error no later than October 31. The failure of a faculty member to notify the District of an error by the October 31 deadline shall constitute that faculty member's acknowledgment that his/her banking leave balance is accurate and shall render any future claims of inaccuracy null and void.

The following are procedures to follow to apply for banking leave:

1. The faculty member must complete a banking application form (available in Human Resources) and submit it to the supervising administrator prior to banking LHE/hours. The faculty member must apply to bank the extra LHE/hours prior to commencing work on the extra assignment. The faculty member's decision to bank or receive pay for the extra LHE/hours shall be irrevocable after work on the extra assignment has commenced.
2. A faculty member applying for Banking Leave must submit a written request to the appropriate administrator during the time the schedule is being prepared for the semester in which leave is requested. After consultation with the appropriate administrator, approval for a leave will be granted if the leave will not adversely impact the program.
3. If an applicant's full-semester leave is denied, the applicant may appeal the decision to the appropriate College President. If the leave is denied by the appropriate College President, the applicant may revise the application to use banking leave on a partial basis, or may reapply for full-semester leave during another semester.

4.17 ASSOCIATION LEAVE

The Association shall be provided a maximum aggregate of ten (10) days leave of absence without loss of pay in any school year for matters related to the Association's function as a bargaining agent. Days not used shall not be cumulative from year to year. The Association shall pay for any substitutes assigned due to the use of this leave. The cost for such substitutes shall be paid by the Association within thirty (30) days of receipt of a District invoice. Association leave must be requested at least five (5) days in advance, approved by the appropriate administrator, and approved by the ~~Executive~~ Vice Chancellor of Human Resources as to availability of leave time. The use of Association leave shall be accounted for in the same manner as the use of sick leave for a day or portion of a day.

4.18 ASSOCIATION RELEASED TIME

A. Release time each year will be available to the Association, provided for as follows:

1. The District shall provide 70 LHE of released time each year to the Association for on-going Association responsibilities. The Association shall determine the allocation of the release time between the academic sessions (fall, spring and summer).
2. The Association may purchase additional released time at the beyond contract LHE rate. The additional released time must conform with the limitations defined in 6.1.6.
3. The Association may purchase additional released time during the summer at the part-time LHE rate. The additional released time must conform with the limitation defined in 6.1.6.
4. Any purchased released time shall be paid by the Association within thirty (30) days of the receipt of the district invoice.
5. The President of the Association shall contact the ~~Executive~~ Vice Chancellor of Human Resources thirty (30) days prior to the first day of instruction for any term during which released time is used in order to initiate the use of released time referred to in Section 1,2,3, and 4 above.

B. The Association acknowledges that the released time specified in A1 and A3 above shall include the activities of the Association's negotiating team. Negotiations will not be scheduled during an Association team member's class period or scheduled work hours.

C. This shall constitute "reasonable periods of release time" within the meaning of Government code section 3543.1(c).

4.19 PARENTAL BONDING LEAVE

Pursuant to Education Code 87780.1, unit members may take up to a maximum of 12 weeks of leave for an absence occasioned by the birth, or the placement of a child in connection with adoption or foster care, as provided by the California Family Rights Act (CFRA) codified in Government Code Section 12945.2.

Unit members must use all sick leave for the purposes of parental leave. Unit members taking this leave must have had scheduled assignments during the previous 12 months (excluding Summer and Winter Intersessions) prior to the start of the leave.

A Full-time unit member whose sick leave, including current and accrued, has been exhausted, shall be compensated at the extended absence rate for the remaining period of the parental leave during which the unit member is assigned to work.

A Part-time unit member who has started an assignment in the fall or spring semester or during winter or summer intersession and whose sick leave, including current and accrued, has been exhausted, shall be compensated at the extended absence rate for the remaining period of the parental leave or the end of the current semester/intersession assignment, whichever comes first.

Parental Leave must be taken within 12 months after the birth/placement of the child and during a period that the unit member has an active scheduled assignment.

ARTICLE 5
HEALTH AND WELFARE BENEFITS

5.1 ELIGIBILITY

Employees serving under a contract of 50% or more of a full-time equivalent are eligible for benefits as described below.

Full-time employees who voluntarily reduce their load assignments below 100% will retain their eligibility for the same benefits as a full-time employee.

5.2 BENEFITS

5.2.1 Medical/Dental Insurance

For calendar year ~~2017~~2018, the portion of the medical/dental insurance premium paid by the District shall be limited to a maximum contribution of ~~\$27,568.92~~ \$27,887.04 per member per year (“District Maximum Contribution”). Thereafter, the District Maximum Contribution shall be automatically increased by an amount not to exceed 6% in each succeeding year. If the annual premium renewal rates represent an aggregate increase of more than 6%, the District and FARSCCD agree to immediately reopen negotiations on this article.

Based on the 2017 rates, the District has approximately \$1.3 million in protective capacity available to address future increases over 6% and to stabilize rates in medical/dental insurance premiums up to the District Maximum Contribution.

5.2.2 Life Insurance

Effective October 1, 1989, the District will provide life insurance of at least \$50,000 for each eligible employee.

5.2.3 Other Contributions

Effective January 1, 2017, the District will contribute up to \$1,750 per year to eligible employees serving under a contract of 75% or more. A contribution of up to \$1,750 per year will be prorated for those eligible employees serving under a contract of 50% up to 75% based on the percentage equivalent to the employee’s contract percentage. The employee can assign this contribution or any part of it toward dependent or employee medical/dental coverage, or other approved deductions consistent with IRS regulations.

5.2.4 Dependent Medical/Dental Coverage

Premium contributions not covered under Section 5.2.3 shall be made through authorized payroll deductions.

Dependent shall include an employee’s spouse, domestic partner, child, stepchild and the children of the domestic partner of the employee.

5.2.5 Medically Disabled Staff – Continuation of Benefits

Employees who have exhausted all paid sick leave and who are unable to return to service due to verified medical disability may continue the benefits described under section 5.2 for up to twelve (12) months under the following conditions:

- A. The employee must be under a district-approved leave of absence following exhaustion of all paid sick leave;
- B. If required by the District, employee must accept examination by a district-approved physician;
- C. The portion of the premium paid by the District will not exceed the amount paid by the District for an active employee of the unit.

The continuation of benefits described herein is not renewable for the same condition or illness occurring within a one-year time frame.

5.3 DISTRICT JOINT BENEFITS COMMITTEE:

FARSCCD shall have two (2) representatives on the Joint Benefits Committee. FARSCCD's participation in the Committee shall not relieve the District of its obligation to immediately open negotiations as specified in Article 5.2.1.

5.3.4 RETIREE COVERAGE

For the purposes of this section, retirement is defined as a faculty member's termination from full-time District employment which is concurrent with his/her retirement under STRS and/or PERS.

5.3.4.1 District Contributions

Retired unit employees and eligible dependents shall receive district-paid benefits in accordance with the current medical/dental plans (see Section 5.2.1) based upon the following eligibility criteria:

For employees whose first paid date of contract service is prior to May 31, 1986, who have fifteen (15) years of service, the District will pay its portion of the insurance premium for life.

For employees whose first paid date of contract service is on or after May 31, 1986, who subsequently qualify for the foregoing fifteen (15) year retiree service benefit, the District will pay its portion of the insurance premium until the retiree reaches age 70, after which such retirees may continue coverage at their own expense.

Employees retiring on or after July 1, 1975, with less than fifteen (15) but with ten (10) or more years of service to the District may participate in medical/dental benefits by paying their own premiums.

5.3-1.4.2 Range of Coverage

Eligible retirees will receive the same medical coverage as current employees until reaching age 65 at which time coverage will be provided under a supplementary policy.

5.3-2.4.3 Surviving Dependents

Surviving dependents may continue coverage at their own expense.

5.3 Social Security Alternative

Effective July 1, 1997, all part-time faculty who are not members of the State Teacher's Retirement System (STRS) shall be enrolled in the Public Agency Retirement System (PARS) in lieu of social security. The part-time faculty member shall contribute 6.2% of his/her earnings to this plan and the District shall contribute an amount equal to 1.3% of the faculty member's earnings to this plan. All administrative costs associated with this plan shall be paid from the 1.3% District contribution. If the administrative costs associated with this plan exceed the amount contributed by the District, the District shall pay those additional costs.

ARTICLE 6
INSTRUCTIONAL HOURS, DUTIES AND WORK LOAD

6.1 WORKLOAD

6.1.1 Work Year

A. Credit Instructors

The standard contract year is one hundred seventy-five (175) days of service designated by the Instructional Calendar (see Appendix C).

B. Coordinators, Librarians and Contract Education Instructors and Other Categories not considered Traditional Instruction Faculty

The standard contract year is one hundred seventy-five (175) days of service as designated by the instructional calendar (Appendix C) or a July 1 – June 30 calendar year as mutually agreed between employee and supervisor. Days assigned beyond the 175 days of instruction will be assigned in accordance with the defined work week for coordinators, librarians, and Contract Education instructors.

C. Non-credit Full-Time Instructors

The standard contract year for continuing education full-time instructors is one hundred seventy-five (175) days of service, as designated by the annual continuing education (CE) calendar (Appendix D).

D. College Counselors, Health Services Faculty, and Distance Education Coordinator

The standard contract year is one hundred ninety-two (192) days of service within the period beginning the last work day of July and concluding no later than the second week of the summer session for credit counselors, and no later than the first week of the summer session for non-credit counselors. All counselors assigned to the credit instructional program shall work the two weeks of registration prior to the start of classes each semester. Counselors assigned to the non-credit instructional program shall work the one week prior to the start of classes each semester. The remaining work weeks shall be based upon programmatic need.

Yearly assignment schedules for each counselor will be finalized by June 1.

E. Public Safety and Institutional Effectiveness /Assessment Coordinators

The standard contract year is two hundred twenty five (225) days of service within the calendar year, July 1 – June 30 as mutually agreed upon between the employee and the supervisor.

F. STRS Full-time Equivalent Definitions

In accordance with the requirements of Education Code Sections 22138.5 (5) and 22138.5 (6), a full time equivalent annual assignment is defined as follows:

College Credit Instructors	525 hours (15 hrs. x 35 wks.)
Non-Credit (Adult Education) Instructors	875 hours (25 hrs. x 35 wks.)
Librarians	1120 hours (35 hrs. x 32 wks.)
Counselors and Health Services Faculty	1365 hours (35 hrs. x 39 wks.)

6.1.2 Scheduled Assignment

For all faculty (teaching and non-instructional) an assignment scheduled for fewer than four (4) days is subject to approval by the supervising administrator and the appropriate College President. All instructional faculty shall fulfill professional duties that include teaching, preparation, maintenance of office hours, and other duties. Instructional faculty shall not be required to schedule office hours on days in which they are not assigned a class.

6.1.3 Work Week

A. College Credit Instructors

The standard work week is to average forty (40) hours. The standard instructional work week shall consist of fifteen (15) LHE of classroom assignments, fifteen (15) hours of preparation, five (5) office hours, and five (5) hours of institutional service.

B. Non Credit Instructors

The standard work week is to average forty (40) hours. All full-time non-credit teaching faculty shall be assigned twenty-five (25) teaching hours per week. No less than five (5) of those teaching hours shall be released for program facilitation activities. Five (5) office hours shall be posted and maintained in accordance with the needs and convenience of students and the community.

C. Counselors

The standard work week for counselors shall average forty (40) hours, with thirty-five (35) hours assigned, including twenty-five (25) hours of direct student contact. The twenty-five (25) hours of student contact is defined as any counseling activity in which counseling service is provided to a student or students, including instruction, workshops, individual or group counseling. The remaining ten (10) hours can be used for official college assignments, such as coursework preparation, counseling preparation, institutional meetings, and other departmental activities (see Appendix M for instructional assignments). Any assignments over and above thirty-five (35) hours per week shall be

considered beyond contract assignments until one hundred ninety-two (192) days of service are completed.

The counseling administrator by mutual agreement with the counselor may modify the work week schedule.

D. Coordinators, Contract Education Instructors, Health Services Faculty, Librarians, Special Services Faculty, and Other Categories not considered Traditional Instructional Faculty

The standard work week for contract education instructors, librarians, coordinators special services faculty, and other categories not considered traditional instructional faculty is to average forty (40) hours with thirty-five (35) hours assigned. For classroom assignments which are taught as part of contract, ample preparation time consistent with district policy will be provided.

For Health Service faculty, the standard work week is to average forty (40) hours on campus.

Nursing instructors are not considered Health Services staff within the meaning of this section.

E. Part-time Credit Faculty

The maximum assignment for part-time faculty shall be limited to 67% of the hours per week considered a full-time assignment for faculty having comparable duties, except for assignments exempted from this limitation by statute. For classroom instructors, 67% of a comparable full-time assignment shall consist of no more than ten (10) LHE per semester of classroom assignments, and ten (10) hours of preparation, per semester.

The maximum workload for part-time counselors, contract education instructors, librarians, coordinators, special services faculty, Health Services faculty and other categories not considered traditional instructional faculty shall average 23 hours per week during the fall/spring semesters.

Any work performed by part-time faculty during the summer and intersession is exempt from the 67% load limitation.

6.1.4 Teaching Load – Credit Instructors

Normal teaching load for full-time credit faculty shall be thirty (30) teaching units per school year. Classes are normally equated in terms of one teaching unit (LHE) equaling one lecture hour. Laboratory units will be assigned on a 0.90 ratio of a lecture hour, effective January 1, 2015. With the consent of the instructor, variations in the normal teaching load may occur to provide for research and innovation. 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.)

No contract will be issued for less than nine (9) LHE per semester. Regular college instructors employed on a partial basis shall be paid on a pro-rata rate.

Although the normal teaching load is fifteen (15) LHE per semester, faculty may have, with mutual agreement between the supervising administrator and the faculty member, more or less than fifteen (15) LHE per semester as long as thirty (30) LHE is obtained for the contract year. To qualify for a full teaching load, any faculty member with an assignment for fewer than fifteen (15) LHE during the fall semester may satisfy his or her contractual obligation by any of the following ways:

1. Carry a load in the spring semester which will, when combined with the fall load, equal thirty (30) LHE
2. Use banked LHE
3. Agree to a reduced contract.

For assignments in work experience and independent studies the load credits may be adjusted on the basis of student contact hours.

Instructors assigned to teach the following compositions courses, English 061, English 101, English 102, English 103, EMLS 109, EMLS 110, and EMLS 112, ACE 102, ACE 116, Legal Assistant 246, Legal Assistant 248, [Spanish 213](#) and qualifying composition courses meeting the same standard, shall receive an additional 0.5 LHE per section, paid at the part-time/beyond contract rate.

6.1.5 Teaching Load – Non-Credit Instructors

Contract instructional loads may be annualized. Overloads may be assigned another semester or quarter to offset underloads for any one semester on an hour-for-hour basis.

6.1.6 Beyond Contract

Full-time faculty with satisfactory performance will have first consideration for beyond contract, intersession, and summer school assignments within the college department of their primary assignment.

After full-time faculty in a department have been given the initial opportunity to accept or not accept such assignments, the remaining class sections will be assigned as follows:

When beyond contract, intersession or summer assignments are not available in departments of their primary assignment, full-time faculty with satisfactory performance (who have FSA's that qualify them to teach in other departments), will receive consideration for those other assignments, after full-time faculty assigned to those departments and prior to part-time faculty. This section only applies to assignments at the college to which the full-time faculty member is currently assigned. This applies to assignments offered in categorically funded programs

unless the program has specific qualifications or training included in the funding requirements.

After full-time faculty have had their first consideration opportunity for class assignments, part-time faculty will receive their opportunity for regular semester, intersession and summer school assignments. After a part-time faculty member has been offered and accepted such an assignment, that assignment cannot be rescinded and given to a full-time faculty member unless that assignment is required for the full-time faculty member to receive a full contract load.

A beyond contract assignment for college instructors will be limited to ten (10.0) LHE per semester. Exceptions may be granted by the appropriate College President or his/her designee. Office hours approximating one (1) hour per week for a four (4) LHE assignment will be maintained.

Each assigned teaching unit in excess of fifteen (15) in the fall semester will be compensated at the approved beyond contract rate. When extra pay has been received for the fall semester, and the spring semester assigned load is less than fifteen (15) LHE, the fall beyond contract assignment may be used to complete the spring semester assigned load. In this case, repayment of the fall extra pay amount will be made through salary deduction. Each assigned LHE in excess of thirty (30) in the academic year will be compensated at the approved beyond contract rate.

6.1.7 Extended Contract

Non-teaching assignments requiring work beyond the 175 days in the standard contract for instructors, coordinators, librarians, staff shall be compensated for at the daily rate of 1/200 of the individual annual rate. Non-teaching assignments requiring work beyond the 192 days in the standard contract for counselors and health services faculty shall be compensated for at the daily rate of 1/220 of the individual annual rate. Non-teaching assignments requiring work beyond the 225 days for Public Safety Coordinator is 1/257 of the individual annual rate.

6.1.8 Office Hours – (Full-time Teaching faculty)

Five (5) office hours per week shall be posted and maintained in the faculty members' offices in accordance with the needs and convenience of the students and community members. Faculty who teach online courses or are on approved leave shall have their office hours reduced by the ratio of 1 hour per 3 LHE of online courses taught.

6.2 NON-CONTRACT FACULTY EMPLOYMENT PREFERENCE RIGHTS

Non-contract faculty who have been employed for eight (8) semesters or more, and have been assigned at least one class for at least three semesters which occurred in the most recent two (2) years, and whose two most recent evaluations indicate a rating of "meets expectations" in all categories shall be granted employment preference rights. Any non-contract faculty with employment preference rights shall have priority of assignment based on the priority lists established in Article 6.2.1, for one (1) class in their discipline, within the college and department in which the employment preference rights were earned. This

priority of assignment shall be honored during fall and spring semesters only. This class will be assigned from those that the instructor has taught during the four (4) years or more time period and/or that the department chair and division dean mutually agree that the instructor is qualified to teach. The class assignment shall be made within the time period the non-contract faculty member has designated as preferable if appropriate classes are scheduled in that time period and are available for non-contract assignment. The non-contract faculty with employment preference rights shall be assigned a class in order of priority that the instructor is available to teach the class.

6.2.1 Priority Lists: Reemployment preference priority rights will be based upon all courses the instructor has previously taught at their college within their department during the four (4) years or more period and/or those that the department chair and division dean mutually agree that the instructor is qualified to teach. Divisions shall establish priority lists of faculty by discipline. The lists shall be ordered by initial date of hire into their college within their department, then if a tie, by the number of sections previously taught at their college within their department, and then if a tie, by lottery.

6.2.2 Suspension of Employment Preference Right: this employment preference right is suspended when a non-contract faculty member receives an evaluation performance rating of “does not meet expectations” in any category or has a break in service wherein the non-contract faculty member has not taught in Fall or Spring semesters for two (2) years or more. The employment preference right is reinstated when the non-contract faculty member receives two (2) consecutive “meets expectations” evaluations for all methods of evaluation. These evaluations will occur the next two (2) semesters that the instructor actually teaches and will include classroom visitations and student evaluations.

6.2.3 Contingent Status of Re-employment: In all cases, non-contract faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes. No non-contract faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that non-contract temporary faculty member.

6.3 OTHER FACULTY DUTIES – CREDIT AND NON-CREDIT

6.3.1 Council Assignments, Meetings

Participation in council or committee assignments, course development, meetings, conferences, office hours and other college/district activities is a part of the contractual responsibility.

6.3.2 Commencement

Full-time faculty members shall participate in the commencement ceremony for the college or continuing education school to which they are primarily assigned.

6.3.3 Release Time, Compensation and Stipends for Extra Service Assignments

The District shall compute, according to established criteria, the annual released time and stipend recommendations for extra service assignments. Such stipends and released time shall be subject to the approval of the Board of Trustees upon the recommendation of the Chancellor. The Association will be informed of changes in the released time allotment in a timely manner.

Additional responsibilities for faculty shall be compensated on a ratio of 1 LHE for every 36 hours of required work.

6.3.4 Large Group Instruction

Extra pay and instructional aide hours will be allocated in accordance with the chart listed below. Sections for LGI qualification must be pre-approved. Enrollment limits will be pre-determined at the beginning of the registration period. Limit and LGI qualification changes require administrative approval.

Qualification counts for the Bonus LHE and weekly instructional aide hours are determined on the final date of late registration. Head count may be required and/or substituted for the computer count. For eight (8) week classes, instructional aide hours will be provided to LGI classes at 1.5 times the rates in the table below. Aide hours for terms of other lengths may be prorated within this framework.

	LHE bonus factor per 3 LHE Class	IA Hours Weekly per 3 LHE class	Additional Weekly Office Hours per 3 LHE class
60 to 69	0	5	0.50
70 to 79	0.75	5	0.50
80 to 89	1.50	7	1.00
90 to 99	2.25	7	1.00
100 to 119	3.00	9	1.50
120 to 139	3.75	11	1.50
140 to 159	4.50	13	2.00
160 & above	5.25	15	2.00

6.3.5 Department/Chair Duties, Released Time/and Compensation

The duties and responsibilities common to all department chair assignments are presented in Appendix K-1. The released time for instructional department chair assignments shall be determined through negotiated formula and presented in Appendix K-2. Other department chair assignments, e.g. Counseling, Library, etc. are presented in Appendix K-3. A department chair may have up to five (5.0) LHE of release time as part of the chair's contract load. The value of any department chair assignment in excess of five (5.0) LHE shall be paid at the Part-time Beyond Contract rate.

6.3.6 Academic Senate Released Time

Effective July 1, 2017, ~~t~~The District will provide thirty-two (30~~2~~) LHE/semester for the Santa Ana College Academic Senate which includes compensation for the faculty chair of the Curriculum Council and thirty-two (30~~2~~) LHE/semester for the Santiago Canyon College Academic Senate. The Senates will provide the District individual allocations in a timely manner during the planning schedule for each term, Fall and Spring. This section of the agreement shall not be subject to the reopener provisions in Article 1.3.

6.4 MULTIPLE SITE ASSIGNMENTS

6.4.1 Assignments

The District will attempt not to assign a faculty member to more than one instructional site during day hours of instruction. Faculty members will be consulted prior to such assignments being confirmed.

6.4.2 Mileage

If a faculty member's contractual assignment or responsibility requires work on a scheduled basis at more than one site in a day, the employee shall be eligible for 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 ½ 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 1 1/2 LHE per week will be allowed for all instructors, up to a maximum of twelve (12) LHE for the summer and six (6) LHE for the intersession program. This is a weekly assigned maximum, not an average or aggregate of total weeks taught during a summer session.~~

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.

Schedule B

Part-time credit faculty will be paid at the LHE part-time rates in effect as of June 1 for lecture and laboratory. Part-time assignments in library, health services and counseling shall be paid at 0.85 of the LHE rate shown.

Schedule C

All college non-credit, full-time employees who are on contract during the preceding academic year and are continuing on contract for the ensuing academic year shall be paid on the basis of 1/640 of the appropriate step among the first five (5) steps of the basic salary schedule in effect as of June 1 for each hour of class taught during the summer. Full-time instructors assigned to teach the Learning Disabilities Laboratory course shall be paid at 0.85 of the appropriate rate on this schedule. A summer session assignment shall not exceed a total of one hundred seventy (170) hours.

6.7 PARKING

Effective July 1, 2017, tThe parking fee rate will be \$50 per year for all full-time unit members. Full-time fFaculty with less than a full academic year assignment will pay a prorated amount. The parking fee for adjunct faculty will be \$20 per semester.

ARTICLE 7 SALARIES

7.1 SALARY SCHEDULES – CONTRACT YEAR

7.1.1 The parties District agrees to the institutional goal to maintain not less than ninth (9th) place in the relative rank of the tenth active step on Class VI. Relevant salary schedules in effect on March 1 of each year will be reviewed by March 31 of each year ~~by March 1 of each year~~ to determine relative rank. Basic Aid districts shall be excluded from the ranking determination. Any additional compensation required to maintain relative rank will be paid on scheduled effective on the subsequent July 1 after negotiations are complete. ~~The amount of the on-schedule payment shall be figured by determining the percent increase needed to maintain relative rank at the tenth active step on Class VI and applying that same percent to each class and step.~~ The percentage adjustment required to maintain not less than ninth (9th) place shall be figured by determining the percent increase needed to maintain relative rank at the tenth active step on Class VI and applying that same percent to each class and step.

The parties have entered into a Memorandum of Understanding (MOU) forming a Joint Task Force on the 9th Place Ranking. The MOU is incorporated herein by reference.

~~For 2013-14, provide one step movement on the full-time salary schedules to all unit members who are entitled to step movement, retroactive to July 1, 2013.~~

~~Provide step restoration by placing all eligible faculty at the step placement they would have reached if there had been no freeze of step movement in 2009-10 and 2010-11.~~

A. 2017/18 Salary: The interim 2016/17 faculty salary schedules will be increased by 3.546% retroactive to the first day of the unit member's respective work year for 2017/18 as defined in Article 6.1.1- Work Year. For purposes of implementing the salary increases, part-time unit members will be deemed to have the same work year as their respective full-time counterparts.

B. 2018/19 Salary: The 2017/18 faculty salary schedules will be increased by 1.894% effective the first day of the unit member's respective work year for 2018/19 as defined in Article 6.1.1 – Work Year. For purposes of implementing the salary increases, part-time unit members will be deemed to have the same work year as their respective full-time counterparts. These schedules will be the basis for future salary negotiations and are included as Appendices E-J.

B.C. The salary schedule for faculty on one hundred seventy-five (175) day contract is shown in Appendix E. The salary schedule for counselors and Health Services faculty on 192 day contracts is shown in Appendix F. The salary schedule for Public Safety and Institutional Effectiveness & Assessment Coordinators on 225 day contracts is shown in Appendix G.

- C. ~~The dollar value of each Longevity Step (A, B, and C) for columns VI and VII on the full-time salary schedules shall be increased by 50%, effective July 1, 2013.~~
- D. ~~Add one step the Part-time/Beyond Contract Salary Schedule. The hourly rate for the additional step will be 5% higher than the previous step.~~
- E. ~~The District shall add an MA+30 column to the Part-time/Beyond Contract salary schedule, effective 1/1/15. Full-time faculty currently placed on Class IV–VII of the full-time salary schedules will automatically be placed on the MA+30 column. Part-time faculty who possess at least 30 semester units beyond the Master’s Degree will be placed on MA+30 column effective on the first day of the semester following the submission of official transcripts to the District documenting the coursework.~~

7.1.2 Class Placement Requirements for Initial Placement and/or Class Changes

- Class I
 - (a) Bachelor’s Degree
 - (b) CTE Placement – Community College Credential

- Class II
 - (a) Master’s Degree
 - (b) Bachelor’s Degree plus 45 approved semester units earned after award of the degree
 - (c) CTE Placement – Appropriate Minimum Qualifications plus one of the following:
 - (1) A.A. Degree or 65 approved semester units, plus six years approved work experience credit
 - (2) Bachelor’s Degree plus three years approved work experience credit

- Class III
 - (a) Master’s Degree plus 15 approved semester units earned after award of degree
 - (b) Bachelor’s Degree plus 49 approved semester units including a Master’s Degree
 - (c) CTE Placement – Appropriate Minimum Qualifications plus one of the following:
 - (1) A.A. Degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit.
 - (2) Bachelor’s Degree plus six years approved work experience credit
 - (3) Completion of 15 approved semester units after initial placement on Class II

- Class IV
 - (a) Master’s Degree plus 30 approved semester units earned after award of the degree
 - (b) Bachelor’s Degree plus 64 approved semester units including a Master’s Degree
 - (c) CTE Placement – Appropriate Minimum Qualifications plus one of the following:

- (1) Bachelor's Degree plus nine years approved work experience credit
- (2) Completion of 15 approved semester units after initial placement on Class III

- Class V
- (a) Master's Degree plus 45 approved semester units earned after award of the degree.
 - (b) Bachelor's Degree plus 79 approved semester units including a Master's Degree
 - (c) CTE Placement – appropriate Minimum Qualifications plus one of the following:
 - (1) Bachelor's Degree plus 45 approved semester units, plus nine years approved work experience credit.
 - (2) Master's Degree plus nine years approved work experience credit.
 - (3) Completion of 15 approved semester units after initial placement on Class IV

- Class VI
- (a) Master's Degree plus 60 approved semester units earned after award of the degree.
 - (b) Bachelor's Degree plus 94 approved semester units including a Master's Degree
 - (c) CTE Placement – Appropriate Minimum Qualifications plus one of the following:
 - (1) Master's Degree plus 15 approved semester units, plus nine years approved work experience credit
 - (2) Completion of 15 approved semester units or nine years of approved work experience credit after placement on Class V.

Class VII (a) Doctorate Degree

7.1.3 Initial Placement

A. Class Placement

All academic employees at the time of issuance of their first contract shall be placed in a class and step according to professional training and experience as established by the provisions of the schedule. All units taken after earned degrees must be related to the staff assignment to be approved. Supporting transcripts for placement beyond Class I must be submitted within forty-five (45) days after the effective date of the contract. No changes in class placement shall be made after December 31 of the employee's first contract year except through the provisions for vocational placement and/or change of classification.

This provision includes new employees hired as administrators. When an administrator returns to teaching, counseling, or other non-administrative assignment, the academic placement at the time of first employment will determine placement on the basic schedule. Similarly, all vocational instructors will be assigned initial academic placement to which they will revert from vocational placement if they change assignments.

An employee entering contract status for the first time may be granted a maximum of eight (8) years credit:

- 1) On a year-for-year basis for full-time teaching or other academic employment. Credit shall not be given for a year's experience unless the employee has served 75% or more of the school days of that year on a full-time teaching or other academic assignment.
- 2) On a basis of one (1) year for each twenty-four (24) lecture units or equivalent of part-time assignments. The number of years credit cannot exceed the number of years that the employee has served in part-time assignments. For Continuing Education instructors an accumulated 504 hours of instruction, which will equal one semester of experience credit (as verified by Human Resources).
- 3) On a basis of one (1) year for each two (2) years of full-time employment (non-academic) in an activity directly related to the assigned faculty service area.
- 4) Step placement credit required in 1), 2), and 3) above cannot be earned simultaneously.

B. Career Technical Educations (CTE)

The intent of CTE placement is to recognize the value of work experience as an alternative to course work for instructors of career technical education subjects. The work experience must be directly related to the teaching assignment.

Only instructors meeting the Minimum Qualifications in designated community college CTE subjects and assigned at least 50% to CTE programs as defined in the State Plan for Career Technical Education are eligible for CTE placement.

Full-time work experience occurring within the last sixteen (16) years may be substituted for full-time teaching experience. Creditable years not used for class placement will be applied toward step placement on a one for one basis up to the maximum entry step allowable. Teaching experience shall not be combined with work experience.

C. Military Credit

Military service in the Armed Forces of the United States which is directly related to the teaching assignment may be applied toward placement.

D. Rehire Policy

Employees returning to the college after an absence of not more than thirty nine (39) months shall be placed on the schedule at the next highest step than that on which they served their last full year.

7.1.4 Change of Classification

A. Creditable Units

Credit accumulated after initial employment as a result of college level study may be used for transferring from one class to another across the salary schedule. Such credit must be for no fewer than nine (9) upper division or graduate level semester units and no more than six (6) lower division semester units except as stipulated in C.2. All units must be from a college or university that has regional accreditation. Lower division units taken by instructors in disciplines in which they normally teach must be taken at colleges or universities other than Rancho Santiago Community College District. Units must be directly related to the improvement of the instructional programs.

B. Work Experience

Credit equivalency for work experience may be earned by instructors through approved employment, subject to administrative approval. The appropriate Department chair, where one is designated, will make initial review and approval prior to administrative review and approval. (See REGULATIONS, Item 7, below).

C. Regulations

Method and regulations governing such changes of salary class are as follows:

1. All work taken for change of salary class or vocational placement shall be completed by September 15 of the year in which the change becomes effective.
2. No more than six (6) lower division semester units may be used for each change of class including Rancho Santiago District Staff Development course units. The six (6) unit maximum for lower division course units may be waived (1) for vocational, computer applications, or foreign language programs in which upper division course work is not available or appropriate; (2) in approved retraining programs; or (3) when credit equivalency for work experience is applied. The waiver requires prior approval by the supervising administrator and the College President. The amount of credit for correspondence course, seminars, or any other course work of less duration than a regular semester, quarter, or summer session will be subject to the recommendation of the supervising administrator.
3. All transcripts showing evidence of work taken toward change of salary class must be on file with the Human Resources Office not later than October 15 of the year in which the change of salary class is to take place.

4. When an earned doctorate is involved, the degree shall be recognized for salary credit when the institution granting the degree certifies that all requirements were met prior to October 15 of the year in which the change of salary class is to take place, and such certification is on file in the Human Resources Office.
5. Changes of salary class shall be presented to the Board of Trustees not later than the second meeting in December.
6. A grade of C, or better, must be earned in all course work submitted for salary advancement.
7. Credit equivalency for work experience may be obtained on the basis of equating fifty four (54) hours of approved employment to one (1) semester unit of course credit. Such work experience credit must be combined with at least five (5) semester units of course credit to advance to a higher class.

D. Non-course Professional Work and Activity

Non-course professional work and activity, as defined below, may be used for advancement to Class II, III, IV, V, or VI on the current salary schedule, but may not be used for advancement to Class VII (Doctorate). Applications seeking credit for non-course professional work and activity is to be made within the time lines described in Section 7.1.4.C above. Non-course work shall apply for class advancement only and not for initial placement at time of hiring. In the areas to follow, all items are to be documented by the applicant on the District approved forms. Applications for credit are to be approved by the appropriate College President or designee. These units apply only to full-time credit or non-credit tenured faculty. A faculty member may accumulate a lifetime maximum of thirty (30) units for all research and creative activity and professional activities.

Applications for approval of non-course professional activity units will be returned to the Human Resources Office, which will forward the applications to the District Review Committee. The review committee comprised of one representative from the Association, one representative from the Academic Senate, and one representative from the administration shall review all applications and determine the number of units to be awarded for each activity.

1. Research and Creative Activity

- a. An original article in the faculty member's present job description or field of teaching that is published in a professional journal may earn 0.5 to 1.5 units, depending upon the scope. The journal must have an editorial board that reviews and selects articles for publications.

- b. An original published document or major revision of an original published document (e.g., textbook, workbook, or manual) for classroom use may earn one (1) to five (5) units, depending upon scope. This option does not apply to regular classroom materials such as course syllabi, outlines, and handouts.
- c. A book or text in the faculty member's present field may earn one (1) to five (5) units depending upon scope. Self-published books shall not be considered except where they have been in evident use and benefit to the students in the classroom.
- d. An original score and/or published lyrics may earn 0.5 to three (3) units depending upon scope. Such music should be of evident use in the classroom and must be copyrighted.
- e. Other products of research or creative activity which show evidence of professional growth on the part of the faculty member may earn from 0.5 to three (3) units depending upon scope.

2. Professional Activities

- a. The presentation of a scholarly paper or other original professional material relevant to the faculty member's present field of employment at a conference, workshop, seminar or gallery showing, which shows evident research and is not merely extemporaneous in nature, may earn 0.5 to one (1) units depending upon scope.
- b. Holding a position of leadership on the association's Executive Board or the Academic Senate or being chair or co-chair of District councils or committees for three (3) or more consecutive years may earn one (1) to three (3) units for each year.

7.1.5 Longevity Steps

Longevity steps will be awarded to eligible District faculty members. Eligibility for the steps will be based on the following:

Step A- Member is eligible after three (3) years on Class VI or Class VII at the maximum step 16.

Step B – Member is eligible three (3) years after placement on Step A.

Step C – Member is eligible three (3) years after placement on Step B.

7.2 SALARY SCHEDULES – SUMMER SCHOOL

7.2.1 Schedule A

- A. Schedule A applies to academic credit faculty members who were under contract the academic year preceding summer school.

- B. Placement on Summer Salary Schedule A is according to Class and Step placement as of the Spring semester immediately preceding summer school.

7.2.2 Schedule B

- A. Summer Salary Schedule B applies to all non-contract college credit academic employees.

~~The rates effective Summer 2013 are based on Schedule B:~~

Lecture Hours Equivalent (LHE) = 18 times the hourly rate except for counselors and librarians.

One (1) hour for Extensive Preparation Courses – 1.0 Lecture Hour; see Section 7.3.

One (1) hour for Laboratory = 0.90 Lecture Hour; see Section 7.3.

Hourly assignments in health services library, and counseling shall be paid at the rate of 0.85 of a Lecture Hour.

7.2.3 Schedule C

- A. All continuing education full-time faculty members employed for summer session to teach shall be paid according to the Rate Schedule C.

7.3 BEYOND CONTRACT AND PART-TIME ASSIGNMENTS FOR COLLEGE CREDIT INSTRUCTORS

Extra pay assignments beyond the regular contract load during the fall and spring semesters shall be paid at the established lecture hour equivalent (LHE) or fraction thereof; as shown on Salary Schedule “B”. Initial placement for faculty is at step one (1), with advancements occurring every two (2) semesters of part-time/beyond contract work.

Laboratory hours shall be compensated at 0.90 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.)

The rates shown on Salary Schedule” B” shall also apply to all part-time instructors teaching college credit classes.

Extra pay and part-time assignments in health services, counseling, and library shall be paid on an hourly basis at 0.85 of the LHE rate.

7.4 OTHER PLACEMENT

Academic Personnel

Academic personnel employed in non-teaching positions which are fully funded through federal or state special project funds may also be issued extended contracts under the provisions of this section.

Contract 1 and Contract 2 College Instructors

Contract 1 and Contract 2 College Instructors employed on a partial contract basis shall be paid according to the number of lecture hour equivalents divided by 36.

Substitutes and Special Lecturers

Substitutes shall be paid at an hourly rate equivalent to the established lecture and laboratory rate. The hourly rate for other non-teaching substitutes shall be 0.5 the substitute lecture rate.

7.5 TRAVEL ALLOWANCE

All schedules include travel allowance, except for specific cases, as provided for in the Policy re: Authorization for Mileage Reimbursement adopted by the Board of Trustees and currently in effect. Wherever travel allowances are approved, the rate paid for mileage shall be at the maximum rate allowed by the IRS.

7.6 REPAYMENT OF OVERPAYMENT

In the event of an overpayment to a unit member, the District agrees to make every effort to work out an acceptable repayment plan with the affected employee. If the overpayment is for an amount more than \$100, and the employee and District are unable to agree on a repayment plan, the District agrees not to withhold more than ten percent (10%) of the amount owed from each paycheck (excluding summer pay) until such overpayment is repaid. Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued, within five (5) days after discovery of the error or the unit member provides notice to the payroll department, whichever occurs first.

ARTICLE 8 EVALUATION

EVALUATION OF CONTRACT I, II, or III FACULTY

8.1 PURPOSE OF EVALUATION:

The purpose of evaluation for non-tenured faculty is to provide a process through which the college assesses the potential contributions of a new contract faculty member in preparation for a tenure recommendation.

8.2 DEFINITIONS

8.2.1 Under this agreement, probationary faculty are those faculty members who have not yet been granted tenure but are hired to work full time. These faculty members are employed in one of three categories:

Contract I Employment during the first academic year.

Contract II Employment during the second academic year.

Contract III Employment during the third and fourth academic year.

8.2.2 Probationary faculty will be assigned the title of Assistant Professor.

8.3 EVALUATION COMPONENTS:

8.3.1 Contract faculty are expected to go through a four year tenure process. At the end of the fourth year, a decision to grant or not grant tenure must be made. In exceptional cases, tenure may be recommended in fewer than four years.

8.3.2 The supervising administrator, under direction of the appropriate vice-president, is responsible for overseeing the evaluation process on behalf of the Board. The supervising administrator will oversee the collection of all evaluation materials and will prepare the annual evaluation report, which will include a recommendation regarding the continued employment of the faculty member.

8.3.3 The evaluation record will include the following components:

1. A Self Evaluation: Strengths and Areas for Improvement
2. Student Evaluation Surveys: Numerical Data and Typed Written Comments
3. Classroom observations by the supervising administrator and two tenured faculty peers (selected by the department chair, or, if necessary, in consultation with the academic senate)
4. Colleague surveys (which must include all members of the department, plus other appropriate faculty, administrators and/or staff recommended by the peer evaluators and selected by the administrator): Numerical Data and Typed Written Comments
5. Administrative Summary Evaluation Report/Administrative Recommendation (by the supervising administrator)

6. A Performance Improvement Plan if necessary (see 8.8.5)
7. Additional evaluations if necessary (see 8.17)

8.4 SELF-EVALUATION - PORTFOLIO

- 8.4.1 The probationary faculty member will compile a self-evaluation portfolio to be kept in the supervising administrator's office which will include a written self-evaluation indicating her/his perceived strengths and/or areas for improvement, appropriate class materials (syllabi, sample assignments, etc.), and other pertinent documents (copies of publications, verification of staff development completion, awards, etc.)

8.5 STUDENT EVALUATIONS

- 8.5.1 Each fall semester, the ~~appropriate~~ supervising administrator will conduct student evaluations in all of the faculty member's classes. This may be done more frequently at the discretion of the administrator, the peer evaluators, or by request of the probationary faculty member. ~~The format and procedure approved by the District shall be used.~~
- 8.5.2 For instructors, student evaluations will be completed by the seventh (7) week of the semester or by the third (3) week of the late-start 8-week classes. Counselors will be evaluated using a form given to a random sample of students selected from appointments and walk-ins between the third (3) and eighth (8) week of each semester. Student evaluation of reference librarians shall be conducted for one week between the fourth (4) and eighth (8) weeks of the semester.
- 8.5.3 Student narrative comments will be typed to preserve anonymity and will be included in the evaluation record. Identical responses may be tabulated and not retyped.
- 8.5.4 For Online Instruction, the Student Online Course Evaluation Survey Form will be utilized.

8.6 CLASSROOM/WORKSITE OBSERVATIONS

- 8.6.1 The supervising administrator and two tenured faculty peer evaluators from the department or related discipline will conduct classroom observations each fall. The peers will be selected by the department chair, or if necessary, in consultation with the academic senate. If an adequate number of tenured faculty are not available in the department to serve as peer evaluators, other tenured faculty may be selected in consultation with the academic senate. If the evaluatee teaches an online class, the peer evaluation team shall include at least one (1) peer evaluator with experience teaching online courses.
- 8.6.2 The supervising administrator will notify the faculty member that classroom visitations or appropriate observations will be conducted between the sixth (6) and the twelfth (12) weeks of the semester, inclusive. The faculty member will inform the observers if, during the announced period, there will be dates for exams, field trips or other scheduled events, which will preclude an observation of the interaction between the faculty and her/his students. Whenever possible, probationary faculty members whose teaching is done in more than one department should be observed in all

disciplines.

8.6.3 For counselors, librarians and other non-instructional faculty, evaluation must include observation of their performance in the area of primary responsibility, as specified in their job description; classroom observation should be included when applicable.

8.6.4 Additional observations may be conducted, as the evaluators deem necessary. For online course, faculty are to be informed when a visitation, regardless of the purpose of the visit.

8.6.5 The criteria for classroom observations may include but not be limited to the following (See the appendix for the evaluation form to be used). The faculty member:

1. Plans for and is continually well prepared to teach.
2. Provides organized and effective delivery of instruction.
3. Is courteous to and approachable by students.
4. Is able to relate with students and command their respect.
5. Stimulates student participation.
6. Provides instruction consistent with the stated and approved goals and objectives for the class.
7. Shows enthusiasm for the subject matter.
8. Uses effective motivation to create desire in students to learn the subject/skill(s).
9. Makes effective use of teaching aids and materials.
10. Observes appropriate safety protocols.
11. Effectively manages student conduct to avoid disruption and maintains respect for the opinions of others.

8.6.6 The administrator and each peer evaluator will independently prepare a signed written classroom observation report on the approved District form. The observation reports will be collected by the administrator and utilized in the development of the summary evaluation report.

8.6.6.1 For ~~Distance Education~~ Online-classes, the ~~Distance Education~~ Online Classroom Observation and Evaluation form will be utilized and submitted to the supervisor to the supervising administrator.

8.7 COLLEAGUE SURVEYS

8.7.1 The supervising administrator will conduct an evaluation survey of all full-time members of the probationary faculty member's department, plus other appropriate faculty and staff who work with the faculty member as suggested by the peer evaluators. The format and procedure approved by the District will be used. Narrative comments will be typed to preserve anonymity and will be included in the evaluation record by the administrator.

8.8 SUMMARY EVALUATION

8.8.1 The supervising administrator will meet with the faculty peer evaluators to review all of the evaluation materials. At this meeting, the peer evaluators will make their recommendations to the administrator. The supervising administrator will prepare a

narrative report, using the approved District form, which summarizes the results of all evaluation activities. The report will include, but not be limited to, the following criteria:

1. Competency
2. Work Attitudes
3. Initiative
4. Attitude toward students
5. Attitude toward staff
6. Participation in faculty/college governance, service on college committees, projects and/or supervising student organizations
7. Professional growth:
 - a. Course work taken
 - b. Conferences attended
 - c. Professional achievements
 - d. Participation in staff development functions
 - e. Visitations to other educational institutions or appropriate businesses, agencies or organizations
 - f. Other efforts to improve individual effectiveness

8.8.2 In the first and second years of employment, the report must conclude with one of the following recommendations:

1. Renewal of employment contract including recommendations for continued growth;
2. Non-renewal of contract (termination of employment);
3. Granting of Tenure.

8.8.3 No employment recommendation will be made in the third year of employment.

8.8.4 In the fourth year of employment, the report must conclude with one of the following recommendations:

1. Granting of Tenure
2. Denial of Tenure (termination of employment)

8.8.5 Unless the administrator's recommendation is to terminate employment, the evaluation report will include specific suggestions for improvement for any performance area in which the faculty member does not meet expectations. The administrator will develop a performance improvement plan to address these deficiencies. Development and monitoring of the performance improvement plan may include participation of the peer evaluators.

8.8.6 Prior to submission of the Administrative Summary Evaluation Report/Recommendation to the appropriate vice-president, the administrator will meet with the faculty member to review the evaluation record (student evaluation results and comments, colleague survey results and comments, classroom/worksite observation reports and supervising administrator's summary evaluation report/recommendation, and a performance improvement plan if necessary). Within three (3) working days of this meeting, the District will provide a copy of all of the

documents in the evaluation record (See section 8.3.3) to the probationary faculty member. If the probationary faculty member disagrees with the summary evaluation, he/she shall have fifteen (15) ~~ten (10)~~ working days from the summary evaluation meeting to submit a written response. This response shall be attached to the evaluation report and be sent to the appropriate vice-president for review. The response will be included in the employee's personnel file.

- 8.8.7 With the exception of student evaluation and colleague evaluation surveys, no anonymous oral or written material shall be used in the formal evaluation process in any form; nor shall such materials be referenced in any evaluation record.

8.9 INSTITUTIONAL TENURE REVIEW

- 8.9.1 The appropriate vice-president(s) will meet with representatives of FARSCCD and the college Academic Senate (1 representative each) to review the evaluation report and recommendations prior to submission to the college president. FARSCCD and Senate representatives will be provided with up to five (5) business days to review all evaluation documents prior to the meeting. The vice-president(s) will review the reports with the college president who will then forward the recommendation to Human Resources.

- 8.9.2 The supervising administrator must complete all evaluation(s) and recommendation(s) by the end of the fall semester. The college presidents will forward their recommendations to Human Resources by February 15. The Board will take action on all tenure review recommendations by March 15.

- 8.9.3 If warranted, an additional evaluation may be recommended or requested for the subsequent spring semester in accordance with the provisions of Section 8.17. The results of this additional evaluation will be considered in the subsequent fall semester and shall not alter the current recommendation in 8.9.2.

8.10 GRIEVANCE DURING THE TENURE PROCESS

- 8.10.1 The grievance procedure may be used if a Contract I or Contract II faculty member believes ~~feels~~ that the district, in a decision not to offer a second or third contract, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of the contract faculty member.

- 8.10.2 The grievance procedure may be used if a Contract III faculty member believes ~~feels~~ that the district, in a decision denying tenure, made a negative decision that to a reasonable person was unreasonable, ~~acted unreasonably~~ or violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of the contract faculty member.

- 8.10.3 Pursuant to the provisions of Education Code Section 87610.1, FARSCCD_“shall have no duty of fair representation with respect to taking any of these grievances to arbitration, and the employee shall be entitled to pursue a matter to arbitration with or without the representation by the exclusive representative.”

8.11 PURPOSE OF EVALUATION – COLLEGE CREDIT

The purpose of evaluation is two- fold. First the objectives of evaluation for both tenured and non-tenured faculty are to acknowledge good performance, to strengthen satisfactory performance, and to help faculty improve performance through specific recommendations.

8.12 DEFINITIONS

- 8.12.1 Regular Employment with tenure status. (Associate and full Professor)
- 8.12.2 Non-Contract Employee serving on an hourly basis with no contract with the Board
- 8.12.3 Substitute Employee filling a position of a regular employed person absent from service.
- 8.12.4 Temporary Employee, other than as a substitute, hired for a specific assignment of not less than one semester nor longer than a complete school year, or are hired as a faculty in a program conducted under contract in a categorically funded project.
- 8.12.5 Faculty will be assigned the following titles:

Instructor: Part-time, non-contract, and substitute faculty

Assistant Professor: Permanent tenure-track, Contract I, II, III faculty from hire date to approval of tenure. Temporary, non-tenure track, faculty specially funded.

Associate Professor: Upon district approval of tenure status.

Professor: Upon completion of five (5) years tenured service at RSCCD.

8.13 EVALUATION OF NON-CONTRACT FACULTY

- 8.13.1 Non-contract faculty shall be evaluated during the first two (2) semesters of employment and at least once (1) every third ~~and (3)-year~~ semester thereafter. If a part-time faculty member is assigned a class at a second college in the District within this cycle, that college shall have the right to evaluate the part-time faculty member in the first semester at that college. The evaluation at the second college shall reset the cycle.
- 8.13.2 Non-contract faculty shall be evaluated by the ~~appropriate~~ supervising administrator or Department Chair ~~designated unit member from within the division~~ or a subject matter specialist from the discipline designated by the appropriate supervising administrator ~~program~~. If the evaluatee teaches an online class, the evaluation process will include one (1) evaluator with experience teaching online courses, preferably in the content area.

8.13.2.1 For Online classes the Online Classroom Observation and Evaluation Form will be utilized and submitted to the supervising administrator.

8.13.3 Student evaluations will be included as part of the evaluation process.

8.13.4 Nothing in section 8.13 will be construed to imply that full-time faculty members teaching beyond contract loads within their department shall undergo additional evaluations solely because of this section.

8.14 EVALUATION OF INSTRUCTORS – TEMPORARY FACULTY

Temporary faculty shall be evaluated during each year of temporary status utilizing the procedures for Contract I faculty.

8.15 EVALUATION OF TENURED TEACHING FACULTY (ASSOCIATE PROFESSORS AND PROFESSORS)

Tenured faculty will be evaluated in the area of their primary responsibility at least once every three years. According to the terms of the evaluation timetable (8.18), the supervising administrator or designee will conduct an observation and consultation.

8.15.1 By the tenth (10) week of the semester preceding the year of the tenured faculty member's evaluation, she/he will select one of the following options for the peer review process:

Option 1: A colleague from his/her department/discipline/division, selected from the scheduled rotation chosen by the department chairperson, or by the division curriculum committee chair in the absence of a department chairperson will conduct a classroom visitation and subsequent consultation. If the department chairperson is the evaluatee, the division curriculum committee chair will select the peer. If the evaluatee teaches an ~~distance education~~ online class, the evaluation process shall include one (1) peer evaluator with experience teaching ~~distance education~~ online courses.

Option 2: or colleague from his/her department/discipline/division will meet to discuss issues related to the faculty member's normal assignment (e.g., counseling strategies, textbooks, course overviews, handouts, exams, teaching techniques, daily assignments, classroom assessment techniques, etc.). If the evaluatee teaches a ~~distance education~~ online class, the evaluation process shall include one (1) peer evaluator with experience teaching ~~distance education~~ online courses.

Option 3: or colleague will be involved in a process combining options 1 and 2 above. If the evaluatee teaches a ~~distance education~~ online class, the evaluation process shall include one (1) peer evaluator with experience teaching ~~distance education~~ online courses.

- 8.15.2 The faculty member has the option of adding one additional peer reviewer. Both peers will then consult with the faculty member to determine the number and timing of classroom observations or other evaluation elements and subsequent peer consultations.
- 8.15.3 Visitation of online classes will be conducted by the supervising administrator and a peer evaluator with experience teaching ~~distance education~~ online classes.
- 8.15.3.1 For ~~Distance Education~~ Online classes, the ~~Distance Education~~ Online Observation and Evaluation Form will be utilized and submitted to the supervising administrator.
- 8.15.3.4 The faculty member will complete a self-evaluation by the first week in October. This evaluation is to be included in the faculty portfolio for both the supervising administrator and the peer(s).
- 8.15.4.5 In the case of classroom instruction, student evaluations will be collected by the supervising administrator or designee for inclusion in the portfolio.
- 8.15.5.6 Whenever there is more than one (1) evaluator, the peers must meet and reach consensus (agreement) about the review within ten (10) days of the completion of the peer review options. If agreement is not reached, another opinion may be attached to the report.
- 8.15.6.1 For ~~Distance Education~~ Online instruction, the Student Online Course Evaluation Form will be utilized and submitted to the supervising administrator.
- 8.15.6.7 Within ten (10) days of the completion of the peer review report or the dean's evaluation, the peer(s) or the dean, respectively, will consult with the faculty member (see 8.18.3.4 below). The faculty member must sign each report. The signature does not necessarily indicate agreement with the report. The faculty member has ten (10) days to respond in writing to the formal peer report or the dean's evaluation. The written response will be included in the member's personnel file.
- 8.15.7.8 For each criterion marked as "Does not meet expectations," specific examples and suggestions for improvement must be made by the evaluator.
- 8.15.8.9 The peer(s) and the supervising administrator will send the evaluations to the appropriate president, who will forward them to the Human Resources Office to be included in the faculty member's personnel file.
- 8.15.9.10 After a regular faculty member's evaluation(s) indicate that he/she satisfactorily meets the requirements of his/her assignment, the employee may request that evaluations older than the two most current copies be sealed in the member's file. No duplicate copies shall be maintained elsewhere.

8.16 EVALUATION OF TENURED, NON-TEACHING FACULTY, COORDINATORS, COUNSELORS, LIBRARIANS AND HEALTH SERVICE STAFF.

8.16.1 Regular faculty members with non-teaching assignments will be evaluated using the same procedure as that used for instructors. The evaluation will focus on their primary responsibilities, as well as classroom instruction, if appropriate.

The peer review process for a coordinator will include faculty working in areas served by the coordinator. The coordinator may add one regular faculty member for the peer evaluation process.

8.16.2 The portfolio items will reflect the primary responsibility of the evaluatee. Student evaluations will be required as appropriate; as well as self-evaluations which will be required for all faculty.

8.16.3 In the case of student evaluations:

Counseling services will be evaluated using a form distributed to a random sample of 100 students selected from appointments and walk-ins between the third and ninth week of the semester. In addition, classroom student evaluations will be collected when appropriate. Student evaluation of reference librarians will be conducted at the reference desk on the approved form for one week between the 10th and 15th weeks of the semester.

8.16.4 For each criteria marked as “Does not meet expectations,” specific examples and suggestions for improvement must be made.

8.16.5 The peer(s) and Designated Administrator will conduct separate evaluations. Within ten (10) days of the evaluation, a conference will be held and the evaluatee will sign and be able to respond to each evaluation statement. The signature does not necessarily indicate agreement with the report.

8.16.6 If a tenured faculty member disagrees with his/her evaluation, he/she has ten (10) days to respond in writing to the formal peer report or the designated administrator’s evaluation. The written response will be included in the member’s personnel file.

8.17 ADDITIONAL EVALUATIONS

8.17.1 Additional evaluations of faculty may be made at the request of the supervising ~~appropriate~~ administrator, students, or the faculty member.

8.17.2 If an additional evaluation is requested, the supervising administrator will consult with the department chair involved. The activities for the additional evaluations may include, but not be limited to, classroom or online visitation(s), peer review processes, and student evaluations.

8.18 EVALUATION TIMETABLE

8.18.1 The date and timelines for the various procedures described in this section are recommendations. Changes in the timeline appropriate to 8-week classes will be made by the supervising administrator. Unless there are extenuating circumstances, most procedures may normally be completed before the recommended deadlines.

8.18.2 Non-contract Faculty

8.18.2.1 Notification

By the end of the third week of each semester, the supervising administrator will notify all non-contract faculty due for evaluation that semester.

8.18.2.2 Student Evaluations:

Student evaluations will be completed during the ninth (9th) or tenth (10th) week of the semester.

8.18.2.3 Visitation

The classroom visitation will be completed by the end of the fourteenth week of the semester.

8.18.2.4 Submission

The evaluation will be submitted to the appropriate vice chancellor within three weeks after the semester is completed.

8.18.3 Associate Professors and Professors (Tenured Faculty)

8.18.3.1 Notification

By the end of the fourth (4th) week of each semester, the supervising administrator will notify all tenured faculty due for evaluation the following semester. By the end of the tenth (10th) week of the semester prior to evaluation, the faculty member will notify the supervising administrator if he/she requests an alternative to a classroom visitation by the peer(s).

8.18.3.2 Student Evaluations

For Instructors, student evaluations will be completed during the ninth (9th) or tenth (10th) week of the semester.

For counseling services, a student evaluation form will be distributed to a random sample of 100 students selected from appointments and walk-ins between the third and ninth week of each semester. Student evaluation of reference librarians shall be conducted at the reference

desk on the approved form for one week between the tenth and fifteenth weeks of each semester.

8.18.3.3 Visitations

The classroom visitations, or other observations, will be conducted between the fourth (4th) and the fourteenth (14th) weeks of the semester (inclusive).

8.18.3.4 Conference

The observation(s) and evaluation conferences with the peer(s) and/or the appropriate supervising administrator will be completed within ten (10) days of an observation. Option 2 peer evaluations must be completed by the end of the semester.

8.18.3.5 Submission

The evaluation(s) and suggestion(s) for improvement will be submitted to the appropriate supervising administrator and then to the Human Resources Office within three (3) weeks after the semester is completed.

ARTICLE 9 GRIEVANCE PROCEDURES

PURPOSE: To provide an orderly procedure for reviewing and resolving grievances promptly at the lowest administrative level.

9.1 DEFINITIONS

Day - A “day” (for the purposes of this “Grievance” Article) is any day on which the central administrative office of the District is regularly open for business.

Grievance - A formal written allegation by a grievant that the grievant has been adversely affected by a violation, misinterpretation, or misapplication of a specific article, section, or provision of this Agreement. “Grievance”, as defined in this Agreement, shall be brought only through this procedure. Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations, or administrative regulations and procedures not contained within this Agreement, must be undertaken under the separate process determined by present existing policies.

Grievant - A grievant is:

- a. A faculty member who, at the time of filing, is a member of the bargaining unit;
- b. A probationary faculty member who was a member of the bargaining unit during the preceding semester and who has not been recommended for tenure (see 9.3.1);
- c. An officer of the association who has been authorized to file the grievance on behalf of the association by its executive board; or
- d. An officer of the association who has been authorized by an individual faculty member to file the grievance on behalf of the employee.

~~Appropriate Supervising Administrator~~ – The appropriate supervising administrator is the ~~first (1st) District designated administrator not within the same bargaining unit who allegedly violated, misinterpreted, or misapplied this Agreement.~~ has immediate jurisdiction over the grievant.

File a Grievance - To deliver either personally, via email, or by certified mail, return receipt requested, to the office of the appropriate administrator ~~immediate supervisor or the appropriate manager~~ within the time limits as provided.

9.2 **TIME LIMITS:** It is expected that all parties will work to meet the established time lines.

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

9.2.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

9.2.3 Time or procedural steps may be waived at any step by mutual agreement in writing.

9.3 OTHER PROVISIONS

9.3.1 Member Legal Rights

- a. Nothing contained in this Grievance Procedure, Levels I-IV, shall deny to any member his/her legal rights under state or federal constitutions and laws.
- b. A probationary member who has not been recommended for tenure may use the grievance procedures to determine whether a decision to not grant tenure was unreasonable (for Contract III employees) or that the district violated, misinterpreted, or misapplied (for Contract I, II, and III employees) any of its policies and procedures concerning the evaluation of the employee.
- c. No member shall use this grievance procedure to appeal any Board decision if such decision is a result of a State or Federal Regulatory commission or Agency, or State or Federal Law Decision.

9.3.2 Representation

At Levels I through IV ~~oral level and beyond~~, the grievant and the District representative may be accompanied by an advisor who may advise, or act for or fully represent the District representative or the grievant. A grievant may be advised by a representative of the Association or another representative of his/her choice at Levels I-III. Only the Association may move a grievance to Level IV, except for grievances regarding non-renewal of contract faculty.

9.3.3 Grievance Processing – Limits

- A. Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this grievance procedure.
- B. Any grievance which arose prior to the effective date of this agreement shall not be processed under this grievance procedure.
- C. A unit member of the Association shall initiate the Level I ~~oral level~~ of the grievance process within twenty (20) days of the occurrence of the alleged grievance, or within twenty (20) days of the date the unit member knew or should have known of the alleged grievance. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the employee knew of or should have known of more than twenty (20) days prior to notification at the oral level with the immediate supervisor shall not be processed by the District.

9.3.4 Record Keeping

Any record(s) pertaining to a formal level grievance shall be kept in a file separate from a grievant's official District personnel file.

9.4 PROCEDURAL STEPS

9.4.1 ~~Oral Level~~

~~Within twenty (20) days of the occurrence or of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall ask for a meeting to discuss the alleged grievance. At the meeting the grievant and/or his or her representative will orally discuss with the supervising administrator (or designee) the alleged grievance in an attempt to resolve the grievance at the lowest level. The immediate supervisor shall be told that the meeting is the oral level step in the grievance procedure.~~

9.4.2.1 Level I – Supervising Appropriate Administrator

- A. When twenty (20) days of the occurrence or of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall file a Level I written grievance on the "Statement of Grievance Form" (Appendix L) with the appropriate administrator violation with a copy to the Association. If a satisfactory resolution is not reached at the oral level within five (5) days of the oral discussion, the grievant shall, within five (5) additional days, file the grievance in writing with the supervising administrator (or designee) with a copy to the Association. The "Statement of Grievance Form" (Appendix L) is to be used when filing a written grievance.
- B. The supervising appropriate administrator (or designee) shall communicate the decision to the grievant in writing within five (5) days of receiving the grievance.
- C. Either the grievant or the supervising administrator (or designee) may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

9.4.3.2 Level II – College President (or designee)

- A. If the grievant is not satisfied with the decision at Level I, he/she may appeal the decision in writing within five (5) days to the College President (or designee). If the College President is the appropriate administrator to hear the Level I, or if the appropriate administrator is above the College President in the chain of command, the grievant will proceed directly to Level III.
- B. In order to be considered, the appeal shall include a copy of the original written grievance with decision rendered and reasons for the appeal.

- C. The College President (or designee) shall communicate the decision in writing to the grievant within ten (10) days.
- D. Either the grievant or College President (or designee) may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

9.4.4.3 Level III – Chancellor

- A. In the event the grievant is not satisfied with the decision at Level II, the decision may be appealed on the appropriate approved form to the Chancellor (or designee) within five (5) days. If the Chancellor was the appropriate administrator to hear the Level I, the grievant will proceed directly to Level IV.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decision(s) rendered and reasons for appeal.
- C. The Chancellor (or designee) shall communicate the decision to the grievant in writing within fifteen (15) days of receiving the appeal.

9.4.5.4 Level IV – Binding Arbitration

- A. ~~Within ten (10) days after the decision by the Chancellor (or designee) or within ten (10) days when no decision was rendered within the fifteen (15) day limit, if the grievant is not satisfied with the decision at Level III, the grievant shall make a request to the Association that the arbitration process be invoked. If a grievant is an individual faculty member, or members, a request shall then be made in writing on the appropriate form and delivered to the grievance committee of the Association or an officer of the Association. Within twenty (20) days after the decision of the Chancellor (or designee) or after no decision has been given by the Chancellor, the Association may submit the grievance to impartial~~ binding arbitration by filing a request for arbitration with the Chancellor.
- B. If arbitration is requested, the grievant and the District shall attempt to agree upon an impartial arbitrator. If no agreement can be reached, they shall request the California State Mediation and Conciliation Service (SMCS) ~~American Arbitration Association~~ to supply a list of seven names of persons experienced in hearing grievances in community college matters. Each party shall alternately strike a name until one name remains. The remaining panel member shall be impartial arbitrator. The order of striking shall be determined by toss of a coin.
- C. The reasonable and customary fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. When requested by the association, the grievant and all necessary witnesses shall be provided release time at District expense for the time during which they are needed at the hearing. All other expenses shall be borne by the party incurring them.

- D. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. The arbitrator shall establish as early a hearing date as is practical. A date for the hearing must be selected within ninety (90) days of the date of selection of the arbitrator, or either the Association or the District may request a new arbitrator.
- E. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement between the District and the Association. If the arbitrator's findings and conclusions establish that a monetary award is necessary to enforce the terms of the Agreement so as to fully remedy the wrong to the grievant, such an award shall be made.
- F. The decision of the impartial arbitrator shall be final and binding to the parties.
- G. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, the costs shall be shared by both parties.
- H. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth. Any relevant evidence may be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence may be excluded. Decisions made by the Arbitrator shall not be invalidated by any informality in the proceedings, and the Arbitrator shall not be bound by technical rules of evidence.

ARTICLE 10
FACULTY SERVICE AREAS

10.1 FACULTY SERVICE AREAS

A faculty member shall be considered both qualified and competent to serve in an FSA if:

- (a) He/she meets the minimum qualifications pursuant to Section 87356 of the Education Code to teach the subject and/or a discipline within a service area; or
- (b) He/she has been grandparented by possessing a valid California Community College credential authorizing service in a subject and/or discipline within the service area. Holders of Standard or General Secondary must meet the requirements listed in (a) above.

In areas affected by external accreditation agencies (such as nursing, pharmacy technology, legal assistant, etc.) or contract schools or agencies (such as cosmetology, court reporting, dental technician, etc.) – in addition to either (a) or (b) above – the faculty member must meet the qualification and competency requirements defined by the external agency.

10.2 PROCEDURE TO FOLLOW FOR FSA DISIGNATION

- A. Faculty members may petition the District for recognition of competence in additional FSA's by filing such a petition on or before February 15 of each academic year. The faculty member shall provide the district with all records necessary to substantiate the additional claims of competence. Such petitions will be filed with the Human Resources Office. A determination will be made if the requirement of the FSA has been met as noted in the Board of Governor's approved Disciplines List. FSA's claimed on the basis of equivalencies will go through the district equivalency process. The equivalency committee will act on the petition by March 30 of that academic year.
- B. Newly hired faculty members shall qualify for the FSA's listed on their job recruitment announcement as of the completion of the first day of performing in such assignment.
- C. The Human Resources Office shall maintain a listing of all FSA's and the faculty who qualify for them.

10.3 DISPUTES

In the event of the denial of an FSA, the faculty member may appeal such denial to the equivalency committee of the department/discipline.

If the denial is a result of action taken by an equivalency committee, an arbitration committee shall be convened to determine said qualification. The committee shall consist of five members: the department chair, a faculty member for the FSA or a related discipline appointed by the Academic Senate, and a peer chosen by the faculty member; with the president or designate of the Association and the appropriate Dean of Instruction or designate. The committee shall convene and reach a decision within thirty (30) days of the appeal. A dispute from an allegation that a faculty member has been improperly denied a FSA is grievable under Article 9.

10.4 CHANGES TO FACULTY SERVICE AREAS

Any changes, additions, or deletions to the approved Disciplines List will be negotiated upon notification to the District and the Association of such changes.

- A. In the process of adding a new course, courses, program or discipline, the curriculum committee shall determine the FSA(s) affected and, upon adoption, shall notify the Human Resources Office. In the case of a new FSA, that FSA will be sent to the Association and the Board of Trustees for approval.
- B. Upon the request from a department chair, Dean, or member of the Association Executive Board, a FSA must be reviewed before changing the definition of the FSA. A review panel consisting of representatives of the affected FSA(s), the appropriate Dean, one Association representative, and the ~~Executive~~ Vice Chancellor of Human Resources or designate (non-voting) will examine existing conditions and evaluate alternatives. If changes are to be made, they will be presented to the Board of Trustees. Approved changes become effective not earlier than February 16 or the academic year following the decision so that each year retains the same terms of reference for FSA recognition and specific FSA competency standards.
- C. Upon request of either the Board or the Association, this article may be opened for review of district policy or standards. Any changes resulting from the process must be approved by the Board of Trustees and the Association and become effective no earlier than February 16 of the academic year following the decision so that each year retains the same terms of reference for district policy and procedures.

ARTICLE 11 TRANSFER

11.1 DEFINITIONS

11.1.1 A transfer refers to any administrative or Board action that results in the movement of a full-time faculty member from the administrative jurisdiction of one college president to another.

11.1.2 A transfer may be requested by the faculty member (voluntary transfer) or initiated by the District (administrative transfer).

11.2 REQUESTS FOR VOLUNTARY TRANSFERS

11.2.1 Voluntary transfers shall be limited to tenured faculty.

11.2.2 Tenured faculty and the Association shall be notified of tenure track faculty vacancies on all sites prior to any general advertising or recruitment.

11.2.3 A faculty member may request transfer to a vacant position by submitting his/her request in writing to the Vice Chancellor of Human Resources. The request shall be acknowledged in writing, with a copy to the Association.

11.2.4 The Vice Chancellor of Human Resources shall submit the transfer request(s) to the college presidents, who will review the request(s) with the program administrators and division and/or department chair from the affected discipline area and submit a recommendation to the Chancellor. The recommendation will be based upon the following considerations:

- a. The educational and programmatic needs of the District;
- b. Minimum qualifications to perform the required services;
- c. Demonstrated competence in the subject field;
- d. Seniority;
- e. The needs of the faculty member
- f. Staff composition.

11.2.5 A faculty member, whose transfer request is denied, may apply for a vacant full-time position by submitting the required application materials and competing in the open recruitment process for the position.

11.3 ADMINISTRATIVE TRANSFER

11.3.1 An administrative transfer may be made by the Chancellor, based upon a recommendation from one or more of the college presidents and/or the Vice Chancellor of Human Resources, for one or more of the following reasons:

- a. Enrollment increase or decrease;
- b. Staffing needs;
- c. Establishment or elimination of programs;
- d. Interpersonal conflicts that negatively affect the educational program or the functioning of the campus;
- e. Nepotism;
- f. Compelling reasons of personal safety.

11.3.2 The District shall provide notice to the Association of the intent to administratively transfer a faculty member. This notice shall be provided prior to the effective date of the transfer and prior to notification of the faculty member.

11.3.3 A faculty member who is administratively transferred shall be given the reasons for the transfer and shall have the right to indicate preference from a list of current vacancies.

11.3.4 If a vacancy at the transferred member's previous work site occurs and the issues that gave rise to the administrative transfer have been resolved, the faculty member may apply for a return to his/her previous work site.

STIPULATED
UNIT RECOGNITION AGREEMENT

“COLLEGE FACULTY UNIT”

This agreement is between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT” and the FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “ASSOCIATION.”

It is hereby agreed between DISTRICT and ASSOCIATION that:

1. Pursuant to the Rhodda Act (SB160) and rules and regulations of the Public Employment Relations Board, the Board of Trustees of DISTRICT recognizes ASSOCIATION as the sole and exclusive bargaining representative for an academic unit of employees designated as the “COLLEGE FACULTY UNIT.”

2. The COLLEGE FACULTY UNIT shall

a. INCLUDE

All academic employees, full-time and part-time credit and full-time continuing education, assigned to duties in the Rancho Santiago Community College District.

b. EXCLUDE

1. All part-time hourly academic employees assigned to the Continuing Education Division,
2. All academic employees paid on the Administrative Salary Schedule,
3. All day-to-day substitutes,
4. And all other academic employees lawfully designated as management, supervisory, or confidential.

DATE: _____

DISTRICT: _____

ASSOCIATION: _____

BOARD POLICIES

7120	Recruitment and Hiring
4030	Academic Freedom
7150	Employee Evaluation
7348	Faculty Pre-Retirement (Workload Reduction)
7141	Organization's Rights of Access
7130	Compensation
4020	Program, Curriculum, and Course Development