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ABSTRACT

The collective bargaining agreement between the Rancho Santiago Community College District Board of Trustees and the Faculty Association for the Rancho Santiago Community College District is presented. This contract, covering faculty at Rancho Santiago Community College and its off-campus centers, applies to the period from July 1, 1989 through June 30, 1991. Its provisions deal with the following topics: bargaining agent recognition; duration of agreement; administrative rules and regulations and non-grievability of agreement; separability and savings clause; leaves of absence including bereavement leave, judicial leave, personal necessity leave, professional conference leave and leaves for inservice training, industrial accident or illness leave, sick leave, extended sick leave, quarantine leave, excused absence with pay, personal leave without pay, personal absence without pay, general leave policies, sabbatical leave, retraining leave, and banking leave; health and welfare benefits, including retiree coverage; instructional hours, duties and work load (including multiple site assignments, flexible calendar, and summer programs); salaries and travel allowances; evaluation policies and procedures (including method of evaluation, classroom visits, self-evaluation, disagreements on evaluations, split assignments, and work experience); and grievance procedures, including time limits and procedural steps. Appendixes provide the 1989-90 and 1990-91 instructional calendars; salary schedules; a review of board policies; and a sample statement of grievance form. (PAA)

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ED 338813

AGREEMENT BETWEEN

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

AND THE

FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

FOR THE

FISCAL YEARS 1989 - 1991

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**A R T I C L E 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 of 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 recognizes 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 Exhibit 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 representatives 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

Except as otherwise indicated, the provisions of this Agreement and its subsequent amendments shall become effective on July 1, 1989, and remain in effect until June 30, 1991. The Association agrees to submit its initial proposal for a successor agreement not later than February 1, 1991. The District agrees to present its initial proposal not later than March 1, 1991. The Association and the District agree to begin negotiations during the first week of April, 1991.

John L. Smith  
For the Association  
9/5/89  
Date

Dean R. Strong  
For the District  
9/5/89  
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, 1991, except by mutual agreement between the Association and District: (See Appendix G, "List of Board Policies").
- B. New Board policies which impact policies referenced in 2.1.1 A. shall not be initiated by District through June 30, 1991, 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 1989-91 in respect to those policies as referenced in 2.1.1 A., shall not be changed by District through June 30, 1991, except by mutual agreement between the Association and the District.
- B. New District Administrative Rules and Regulations in respect to those policies as referenced in 2.1.1 A., shall not be implemented by the District through June 30, 1991, without prior consent of the Association.
- C. District procedures in respect to those matters specifically within the scope of representation as referenced above shall not be changed by the District through June 30, 1991, 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 certificated employees 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 the mother, father, grandmother, grandfather, or grandchild of the member or the member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative living in the immediate household of the member.

#### 4.2 BEREAVEMENT LEAVE

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, five (5) regularly assigned working days if out-of-state travel is required or exceeds one (1) way, four hundred (400) land miles, one (1) way from Santa Ana, 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 as soon as possible 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 be granted a maximum six (6) days' leave of absence in any school year without loss of pay, in cases of personal necessity. Such leaves shall be deducted from the employee's accumulated sick leave. An Employee Absence Card must be filed.

4.4.2 Personal necessity leave specifically does not include any recreational use nor any use related to present or prospective employment. Necessity leave must meet one of the following qualifications, 1) or 2):

- 1) (2 days maximum) Leave request is on matters of compelling personal importance 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.
- 2) Leave request is caused by serious illness or death of a member of the immediate family; or paternity for the birth or adoption of a child, or to take action to protect his/her domicile occasioned by a natural event; an accident involving his/her person or property, or, the person or property of a member of his/her immediate family; or appearance in court as a litigant or a witness under official order except as a witness adverse to the District or as a litigant in an action adverse to the District.

4.4.3 Personal Necessity Leave must be requested at least five (5) days in advance and approved by the appropriate administrator, who also reserves the right to verify such request by any appropriate means. The requirement for five days notification and approval shall not be mandatory in the case of death or serious illness of a member of the employee's immediate family, or an accident involving his/her person or property, or the person or property of a member of the employee's immediate family.

#### 4.5 PROFESSIONAL CONFERENCE LEAVE/IN-SERVICE TRAINING

Upon filing a conference request form, the Chancellor/President or his 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 Industrial Accident or Illness Leave - An industrial accident or illness is defined as one where the employee becomes ill or is injured while he/she is serving the District, and the accident or illness is reported to the District Self-Insurance Plan in

accordance with District regulations, and, the District Self-Insurance Plan accepts responsibility for the treatment of the employee.

- 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 compensating 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. This entitlement shall be credited at the commencement of employment or 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 ten (10) days' leave of absence for illness or injury as the number of months he/she is employed bears to ten (10).

- 4.7.3 Faculty members employed less than full-time shall be entitled for a fiscal year of service, to that proportion of ten (10) days' 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 shall earn leave of absence for illness or injury at the rate of one hour 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 employer 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. 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 Where a faculty member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of ten (10) days' leave as the number of months in the fiscal year he/she was employed bears to ten (10).
- 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 contract and regular 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 In the event of a catastrophic illness, participating contract and regular 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 at fifty percent (50%) of his/her daily rate. A faculty member becomes a participant by contributing sick leave to the bank. (See personnel office for procedures.)
- 4.8.3 A faculty member may be required to present a doctor's statement stating the nature of the illness or injury to qualify for these benefits.
- 4.8.4 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.

#### 4.9 QUARANTINE LEAVE

Contract and regular 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 contract/regular 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 of 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 contract or regular 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 appropriate division dean and appropriate vice chancellor and submitted to the Personnel 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 Personnel Director and shall be recommended by the respective Vice Chancellor and shall require the approval, for up to five (5) days by the Chancellor/President, and for six (6) or more days by the Board of Trustees. The personnel 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.

4.13.2 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 regular 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 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; that, on return to regular duty, he/she shall submit a report on the results of the leave as a record of faculty growth and for retention in the College files (Ed. Code 87767).

**4.14.2 Sabbatical Leave: Service Eligibility**

An applicant for sabbatical must have rendered service in a position requiring certification qualifications in the Rancho Santiago Community College District for 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. However, any such absence shall not be included as service except as stated in Section 87760, Education Code.

**4.14.3 Sabbatical Leave: Length of Leave and Compensation**

For the purpose of sabbatical leave, all certificated 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. 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.

**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 certificated 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/President or his/her designate by March 1 for the following school year in conformance with the District approved application form. 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 Bond**

The employee must furnish a suitable bond indemnifying the Board against loss in the event that the employee fails to render the required one year of service following a semester leave or two years of service following a two-semester leave. A school year's leave split over more than four semesters under 4.14.3 shall be treated as a semester leave for purposes of rendering required service. The bond shall be exonerated in the event the failure of the employee to return and render the required service is caused by death or disability of the employee.

The Board in its discretion may waive the furnishing of the bond and pay the employee in the same manner as though a bond is furnished if the Board finds and by resolution declares that the interests of the District will be protected by written agreement from the employee to return to the service of the District and render at least one year of service following a semester leave or two years of service following a two-semester leave therein following his/her return from the leave.

#### 4.14.7 Report on Sabbatical Leave

Each employee returning from sabbatical leave must file with the sabbatical leave committee chairman 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 chairman 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 wholly or in part a leave of absence without pay and require said employee and/or bonding company to make financial restitution, in whole or 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. An employee taking a sabbatical leave solely or partially for academic study shall, within (30) days after commencement of the semester following such leave, provide the college 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 (1) order the employee back to a regular district assignment or (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 six (6) 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/President, 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 a certificated employee 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 Vice Chancellor. 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 vice chancellor. 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 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 units 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 LHE Banking program. Full-time faculty may request to be allowed to work beyond contract for the purpose of participating in the LHE Banking program. "LHE Banking" will be an option available to faculty at Rancho Santiago College in lieu of payment. When a full-time faculty member works beyond his/her regular contract, he/she can choose either to bank the extra LHE or to be paid for them at the current part-time salary rate. Banked LHE may be utilized to release the faculty member from a portion of his/her contractual obligation. If a replacement is necessary,

the assignment must be one that is replaceable by part-time staff. The maximum duration of a full-time release will be one semester. There are no restrictions on the use of the released time; it may be used for professional or personal reasons. The accumulated banked hours and the resulting time off have no affect on fringe benefits. The time on leave will not count toward sabbatical eligibility. 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. (See Personnel Office for procedures.)

#### 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 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 Director of Personnel Services 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

The Association may purchase up to 15 LHE per semester at the part-time rate, and, with the approval of the Chancellor/President, may purchase additional time as needed for the purpose of providing released time for Association business. Any replacement costs shall be paid by the Association within 30 days of receipt of a District invoice.



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

The portion of the premium paid by the District will be referred to as the District's actual cost. The base figure for each succeeding year will be the District's actual cost for the immediate preceding year plus an amount not to exceed 10%. For 1989/90, the base figure is \$3,756.72.

### 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

The District will contribute up to \$1,250 per year to eligible employees serving under a contract of 80% or more. A contribution of up to \$1,250 per year will be prorated for those eligible employees serving under a contract of 50% to 79% based on the percentage equivalent to the employee's contract percentage. The employee can assign this contribution toward dependent or employee medical/dental coverage, a tax deferred annuity, a deferred compensation plan, and/or a district-approved IRA plan.

### 5.2.4 Dependent Medical/Dental Coverage

The Coverage for dependents is available through authorized payroll deductions (see Section 5.3.3). The percent of increase in total cost for dependents may not exceed the percent of increase in total insurance premium costs.

### 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 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 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 RETIREE COVERAGE

### 5.3.1 District Contributions

For all contract employees retiring on or after July 1, 1974 with fifteen (15) or more years of service to the District (service prior to July 1, 1971 in the Santa Ana Unified School District included) the District will pay toward the retiree's insurance premium for fiscal year 1985-86 the base figure of \$3,090 plus an amount not to exceed 10% of the base figure for a total of \$3,399. The portion of the premium paid by the District will be referred to as the District's actual cost. The base figure for each succeeding year will be the District's actual cost for the immediate preceding year plus an amount not to exceed 10%. For 1989/90, the base figure is \$3,756.72.

For employees whose first paid date of contract services 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 15 but with 10 or more years of service to the District may participate in medical/dental benefits by paying their own premiums.

5.3.2 Range of Coverage

Eligible retirees covered under Principal Mutual will receive the same medical coverage as current employees until reaching age 65 at which time coverage will be provided under a supplementary policy. (See R65 coverage Plan, Principal Mutual Insurance Plan Booklet.)

5.3.3 Surviving Dependents

Surviving dependents may continue coverage at their own expense.

ARTICLE 6

INSTRUCTIONAL HOURS, DUTIES AND WORK LOAD

## 6.1 WORKLOAD

### 6.1.1 Work Year

#### Contract Staff - Instructors

The standard contract year is 177 days of service (175 days of instruction and 2 duty days) designated by the Instructional Calendar (see Appendix A and B).

#### Contract Staff - College Counselors, Coordinators, Librarians, and Health Services

The standard contract year is 177 days of service as designated by the instructional calendar (Appendix A) 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 counselors, coordinators, librarians, and Health Services Contract staff.

### 6.1.2 Work Week

#### Instructors

The standard work week is to average 40 hours. All contract instructors are expected to be on campus or on official college assignments a minimum of 30 hours per week.

### Counselors, Coordinators

The standard work week for counselors and coordinators is to average forty (40) hours with 35 hours assigned and five hours "on site". For classroom assignments which are taught as part of contract, ample preparation time consistent with district policy will be provided.

### Librarians, Health Services

For Librarians, the standard work week is to average forty (40) hours with 35 hours assigned time and five hours "on site".

For Health Services Staff, 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.

#### 6.1.3 Daily Assignment

A daily scheduled assignment is required. Exception to a daily scheduled assignment may be secured by faculty upon recommendation and consent of the Dean and appropriate Vice Chancellor.

The required time on campus for employees with split assignments (teaching and other duties) shall be computed on the basis of 75% for that portion of their assignment which is classroom teaching.

#### 6.1.4 Teaching Load

Normal teaching load for full-time faculty shall be 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 0.7 or less ratio with lecture hours, depending on such factors as a student load, complexity of teaching assignment, and the number of course preparations. With the consent of the instructor, variations in the normal teaching load may occur to provide for research and innovation.

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

All foreign language classes meeting for five hours per week will be considered 25% of a full contract load. In other words, four such classes will be considered as equivalent to 15 teaching units during any semester.

Any assignment for less than 15 teaching units during the fall semester will be considered less than a full contract load.

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

#### 6.1.5 Beyond Contract

A beyond contract assignment for college instructors will be limited to 6.0 LHE per semester, and assignments for part-time instructors will be limited to two classes or 8 hours per week, unless exceptions are authorized by the Chancellor/President.

Regular full-time college instructors employed beyond contract to teach continuing education classes shall be paid at the same hourly rate as continuing education hourly instructors.

Office hours approximating one hour per week for a four LHE assignment will be maintained.

Each assigned teaching unit in excess of 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 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.

#### 6.1.6 Extended Contract

Non-teaching assignments requiring work beyond the 177 days in the standard contract for instructors, counselors, coordinators, librarians, and health services staff shall be compensated for at the daily rate of 1/200 of the individual annual rate. The annual contract salary including extension may not exceed basic schedule amount plus 20% except as authorized by the Chancellor/President.

#### 6.1.7 Duty Days

All college contract instructors will be assigned four (4) hours per day for all assigned duty days worked beyond the approved instructional calendar of 175 days.



6.1.8 Office Hours - (Fu'-time faculty)

Five (5) office hours shall be posted and maintained in the faculty members' office in accordance with the needs and convenience of the students and community members.

6.2 OTHER DUTIES

6.2.1 Council Assignments, Meetings, Etc.

Participation in council or committee assignments, course development, staff meetings, conferences and office hours is a part of the contractual responsibility. A normal extracurricular load is also a part of the contractual responsibility of all contract instructors.

6.2.2 Released Time and Stipends for Extra Service Assignments

The Vice Chancellor 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/President.

Released time for large group instruction classes is given for a minimum enrollment of 100, at the close of late registration, in the amount equal to the LHE credit for the class. If the enrollment falls between 80-99, released time is given to 0.5 of the LHE credit for the class.

During the semester that a new course is offered for the first time, the Vice Chancellor-Academic Affairs may authorize an adjustment of the teaching load by an amount not to exceed fifty (50) percent of the normal lecture hour equivalent.

Credit shall be given for student activities only when they involve regular, consistent, and unusual amounts of time; i.e. band, play productions, athletics, etc. It should be assumed that committee activities and club sponsorship fall within the normal functions of an instructor's responsibility.

6.3 MULTIPLE SITE ASSIGNMENTS

6.3.1 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.

### 6.3.2 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.

## 6.4 FLEXIBLE CALENDAR

### 6.4.1 Instructional Faculty - Contract/Non-Contract

The Instructional Calendar includes 175 days of instruction. A total of 18 days are designated as possible staff development days for instructors (see Appendix A & B). Instructors are required to submit a written plan to the appropriate administrator designating 13 days that may be utilized as staff development days. Procedures and timelines for plan submission will be prepared in consultation with faculty and distributed by the district.

The appropriate administrator shall review and sign each staff development plan, if 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 days, appeal the decision in writing to the appropriate Vice Chancellor.

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 Vice Chancellor will approve the plan if it is in accordance with Title V regulations, district policies, and district needs. The decision of the Vice Chancellor 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 30 hour scheduled commitment per week. Plans for non-contract instructors shall constitute 1.5 hours 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.

6.4.2 Counselors, Coordinators, Librarians, Health Service Staff, Special Services Staff, and Other Categories not Considered as Traditional Instructional Staff.

The above staff may submit a staff development plan that may include up to 13 days. 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 days, appeal the decision in writing to the appropriate Vice Chancellor. The decision of the Vice Chancellor 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 staff shall constitute contractual obligations as follows:

Counselors, Special Service Staff, Coordinators, Librarians - a 35 hour scheduled weekly commitment.

Health Service Staff - a 40 hour scheduled weekly commitment.

6.4.3 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.

6.5 SUMMER PROGRAM - (See Section 7.2 Summer School Salary Schedules)

6.5.1 Schedule A

All certificated employees who were employed on contract during the preceding academic year and are continuing on contract for the ensuing academic year shall be paid on the basis of 1/40 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. Hours for laboratory, librarian, health service nursing, and counseling will be computed as equivalent to .7 of a lecture hour and require 26 hours of service per LHE.

A maximum assignment of 1 1/4 LHE per week will be allowed for all instructors. Office hours approximating three hours per week for a 1 1/4 LHE weekly assignment will be maintained.

## Schedule B

Part-time certificated employees 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 service nursing and counseling shall be paid on an hourly basis at the laboratory rate.

ARTICLE 7

SALARIES

## 7.1 SALARY SCHEDULES - CONTRACT YEAR

- 7.1.1 A. The salary schedule for 1989-90 effective July 1, 1989, is as shown in Appendix C.

In addition, the district will provide a one-time off-schedule bonus of \$700 to contract employees who work at least 75% of the 1989/90 school year. Contract employees on less than 100% contract for one or both semesters of 1989/90 will receive a prorated amount based on the proportion their assignment bears to a full-time assignment.

- B. The salary schedule for 1990-91 effective July 1, 1990, is as shown in Appendix D.

- C. In addition, the district agrees to maintain not less than ninth (9th) in the relative rank of Class VI, Step 14. Relevant salary schedules and fringe benefit data will be reviewed as of March 1 of each year to determine relative rank. In either year, any additional compensation required to maintain relative rank will be paid retroactively on schedule. The amount of the on schedule payment shall be figured by determining the percent increase needed to maintain relative rank at Class VI, Step 14, and applying that same percent to each class and step.

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

- Class I (a) Bachelor's Degree  
(b) Vocational 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) Vocational Placement - Community College Credential 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 the degree.  
(b) Bachelor's Degree plus 49 approved semester units including a Master's Degree.  
(c) Vocational Placement - Community College Credential 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) Vocational Placement - Community College Credential 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) Vocational Placement - Community College Credential 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) Vocational Placement - Community College Credential plus one of the following:
    - (1) Master's Degree plus 15 approved semester units, plus nine years approved work experience credit. 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 - Academic



All certificated 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. No changes in class placement shall be made after December 31st 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 six (6) years credit on a year-for-year basis for full-time teaching experience. 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 assignment.

#### B. Vocational

The intent of the provision for vocational placement is to recognize the value of work experience as an alternative to course work for instructors of occupational subjects. The amount of experience to be credited must be certified by the Dean of Occupational Education as meeting requirements of the State Plan for Vocational Education, and as being directly related to the teaching assignment. Only one determination of the amount of work experience credit for placement will be allowed.

Only instructors holding Credentials in designated community college vocational subjects as defined in the State Plan for Vocational Education are eligible for vocational placement.

In order to be eligible for salary placement under vocational placement, an employee must be employed one-half ( $\frac{1}{2}$ ) or more time in vocational education classes as defined in the State Plan for Vocational Education. The instructor will revert to academic placement if the requirement of one-half ( $\frac{1}{2}$ ) or more time in vocational teaching is not met.



No work experience occurring more than 15 years prior to the date of first contract employment will be allowed for credit. Instructors may also be required to pass a performance test administered by the Division Dean prior to vocational placement.

Effective 1986/87, the following provisions will be applicable to all vocationally placed faculty. Full-time work experience occurring within the last 15 years may be substituted for full-time teaching experience. The amount of experience to be credited must be certified by the Dean of Occupational Education as meeting requirements of the State Plan for Vocational Education, and as being directly related to the teaching assignment. Vocational placement shall be made at the highest class possible. 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 shall be considered for step placement only under the following considerations: (1) The service was in the Armed Forces of the United States, (2) The service was actual interruption of teaching duty (entry into business or profession other than teaching before military service or after severance will prevent the possibility of crediting the service as an educational experience); and (3) If the service was not spent in an educational institution of higher learning, the effect of which would be preparation for a teaching credential.

The above regulations pertain to the new employee only. Employees on military leave are subject to Code regulations governing such leaves.

D. Rehire Policy

Employees returning to the college after an absence of not more than 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 from a college or university that has not only legal and regional accreditation standing but also transfer privileges of graduate or undergraduate work to other colleges or universities of accredited standing.

Except for Rancho Santiago College staff development courses, a unit of work for credit on this salary schedule earned after July 1, 1973 shall be approved by the appropriate Dean and Vice Chancellor prior to enrollment in the course. Such units will be determined to be directly related to the improvement of the instructional programs. Forms for permission to enroll may be obtained in the personnel office. Supporting transcripts for placement beyond Class I must be submitted within 45 days to the effective date of the contract.

**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 11, below)

**C. Regulations**

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

1. The Notice of Intent to Change Salary Class or Request for Vocational Placement shall be filed with the Personnel Office by June 15.
2. When an employee fails to qualify for reclassification, it will be necessary to refile a Notice of Intent the following year.
3. 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.
4. Except for Rancho Santiago College staff development courses, units for change of salary class completed after July 1, 1973 shall be approved by the appropriate Dean and Vice Chancellor prior to enrollment in the course. No more than nine lower division semester units may be used for each change of class. Of the nine units, no more than five may be for lower division courses other than Rancho Santiago College staff development courses. The nine unit maximum for lower

division courses may be waived (1) for vocational program(s) in which upper division coursework is not available; (2) in approved retraining programs; or (3) when credit equivalency for work experience is applied. The waiver requires prior approval by the Dean and Vice Chancellor. The amount of credit for correspondence courses, 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 appropriate Dean.

5. Permission to Enroll forms and all transcripts showing evidence of work taken toward change of salary class must be on file with the personnel office not later than October 15 of the year in which the change of salary class is to take place.
6. No more than eight (8) creditable units per semester, or a total of fifteen (15) creditable units per academic year, may be applied for a change of salary class. Units earned in summer session are excluded from this limitation. (See item 9).
7. 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 personnel office.
8. Changes of salary class shall be presented to the Board of Trustees not later than the second meeting in December.
9. The total number of creditable units having prior approval, earned during the summer session that may be applied toward a change in salary class, may not exceed the maximum number of units permitted by the university or college attended. If several institutions are attended, the highest maximum number of units allowed by any one institution may be allowed for salary change.
10. A grade of C, or better, must be earned in all course work submitted for salary advancement.
11. Credit equivalency for work experience may be obtained on the basis of equating 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.

### 7.1.5 Professional Growth

The following must be submitted to the Personnel Office by the dates indicated:

- A. By June 15 - Application for professional growth step.
- B. By October 15 - Permission to Enroll forms, transcripts and verification of work experience forms.

Course work and work experience must be completed by September 15 of the year in which the step change will occur.

Professional growth steps may be awarded to faculty members. Eligibility for the steps will be based on the following:

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

Step B - Member is eligible three years after placement on Step A.

Step C - Member is eligible three years after placement on Step B.

In addition, the faculty member must submit to the Personnel office evidence of having met the following requirements since placement on the employee's current step:

1. Five (5) approved semester units, or equivalent. All units must have prior administrative approval. Some examples of activities eligible for credit equivalency include: (a) work experience related to member's discipline; (b) conferences related to member's discipline; (c) industry-based training; (d) foreign or domestic travel which enhances teaching.

In addition to prior approval, the plan(s) for unit equivalency require(s) verification of completion by the division/department administrator. Units and activities for credit equivalency must be undertaken on the member's own time and expense. Fifty four (54) hours of work experience, training or conferences is equivalent to one (1) unit.

2. A continuing contribution to the total college or district program. Applicable contribution may include activities such as research and publication, Speaker's Bureau, participation in Academic Senate and FARSCCD, active participation in professional organizations, participation in College outreach (articulation, public relations) or work with the various advisory committees.

A continuing contribution to the total College or District program should not include: (a) those assignments considered a part of faculty member's regular contractual obligation to the District (e.g., participation in various college standing committees); (b) those projects for which the faculty member received extra pay or released time; (c) those projects, activities, or classes, completed during "flex" time.

## 7.2 SALARY SCHEDULES - SUMMER SCHOOL

### 7.2.1 Schedule A

- A. Schedule A applies to certificated employees who were under contract the contract year preceding summer school and are continuing on contract in the contract year following summer school.
- B. The Summer Salary Schedules effective Summer, 1990, and Summer, 1991, are as shown in Appendix E and F.
- C. Placement on Summer Salary Schedule A is according to Class and Step placement as of the Spring semester immediately preceding summer school.
- D. The dollar amounts shown are per LHE.

### 7.2.2 Schedule B

- A. Summer Salary Schedule B applies to all non-contract certificated employees.
- B. The rates effective Summer, 1990 are as shown below:  
\$540.00 per Lecture Hour Equivalent (LHE)  
One (1) hour for Laboratory = .7 Lecture Hour  
Hourly assignments in library, health services nursing, and counseling shall be paid at the laboratory rate.  
One (1) hour for Other Non-teaching = .5 Lecture Hour  
\$30.00 per Lecture Hour  
\$21.00 per Laboratory, Librarian, Health Services Nursing, or Counseling Hour  
\$15.00 per Other Non-teaching Hour
- C. The rates effective Summer, 1991, will be adjusted by 5.5% or the State COLA, whichever is greater.

### 7.3 BEYOND CONTRACT AND PART-TIME ASSIGNMENTS

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. The rate for fall, 1989/90, shall be \$540 per LHE and for 1990/90 shall increase by 5.5% or COLA. Laboratory hours shall be computed as equivalent to .7 of a lecture hour and other non-teaching assignments shall be computed as equivalent to .5 of a lecture hour. The LHE rate shall also apply to all part-time instructors teaching college credit classes.

Extra pay and part-time assignments in library, health service nursing, and counseling shall be paid on an hourly basis at the laboratory rate.

### 7.4 OTHER PLACEMENT

#### Certificated Personnel

Certificated 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  $\frac{1}{2}$  the substitute lecture rate.

### 7.5 TRAVEL ALLOWANCE

All schedules include travel allowance, except for specific cases, as provided for in the Policy re: Authorizations 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.

ARTICLE 8

EVALUATION



## 8.1 AIM OF EVALUATION

The major aim of evaluation is the improvement of performance. Therefore, each policy and each procedure shall be conducted with this aim paramount. All results of official evaluation procedures, including data, discussions, and recommendations made by evaluators, shall be held in strict confidence by all district personnel involved in evaluating instructors or handling evaluation materials or records. The evaluation procedures apply to all classes taught by certificated staff for the RSCCD. Other provisions apply to all certificated staff as appropriate.

## 8.2 DEFINITIONS

The following terms are included in this manual for the purpose of interpreting evaluation policies and procedures only.

Contract - an employee who is employed on the basis of contract. Contract I means the employee is serving a first year as a contract employee. Contract II means the employee is serving under a second consecutive contract. Both contract I and contract II employees are considered to be probationary employees. (Ed. Code Sections 87601, 87602, 87605, and 87608)

Regular - an employee who has been employed by the district for the third consecutive year. A regular employee is a permanent employee. (Ed. Code Sections 87608, 87609, and 87602)

Noncontract - an employee serving on an hourly basis and having no written contract issued by the Board of Trustees.

A. Noncontract "A" - employee with a schedule of 17 clock hours or less per week.

B. Noncontract "B" - employee with a schedule of 18 clock hours or more per week.

Substitute - an employee employed to fill a position of a regularly employed person absent from service. (Ed. Code Section 87478)

Temporary - an employee, other than a substitute employee, employed for a specific assignment of not less than one semester or longer than a complete school year. (Ed. Code Section 87482)



### 8.3 RESPONSIBILITIES FOR EVALUATION

#### 8.3.1 Shared Responsibility for Effective Instruction

Since effective instruction is a responsibility shared by administrators, students and instructors, instructors shall be evaluated for their performance, taking into consideration the conditions under which the instructor is functioning in a specific assignment.

#### 8.3.2 Responsibility for Formal Evaluation

The evaluator shall be the appropriate administrator as well as others specified in the approved policies and procedures. The appropriate vice-chancellor may assign another administrator as a second evaluator.

### 8.4 METHOD OF EVALUATION

#### 8.4.1 Informing Staff Members of Evaluation Policies

The Vice Chancellor-Academic Affairs or a representative shall transmit a copy of the evaluation policies, procedures, and forms, approved by the Board of Trustees, to:

- A. Each new contract staff member, during the preschool orientation, on the first year of employment.
- B. Each regular staff member and each currently employed contract staff member, who is re-employed for the next academic year, not later than the first week of instruction.
- C. Each noncontract staff member not later than the first week of instruction.

### 8.5 REVIEW OF COURSE OBJECTIVES, CONTENT AND METHODS

8.5.1 The appropriate administrator shall give to the instructor an approved course outline or syllabus for each course the instructor is assigned to teach within one week of the time the assignment is made, unless the instructor has taught the same course in the college and has previously received such a course outline, or unless there are extenuating circumstances.

8.5.2 The appropriate administrator shall request a copy of a course outline for each course the instructor is assigned to teach, modified as appropriate. Such outlines must meet the following criteria:

- A. The objectives and content of the course are consistent with the catalog description.

- B. Major topics, concepts, or skills and the approximate time for each are clearly specified.
- C. Methods in conducting the course are indicated.
- D. Methods and frequency of evaluating students in the course are stated.

8.5.3 The appropriate administrator shall request from the instructor a bibliography for each course the instructor is assigned to teach, if appropriate.

8.5.4 The appropriate administrator shall review these course related materials with contract, regular, and noncontract "B" instructors prior to classroom visits.

8.5.5 The appropriate administrator shall request a copy of the course overview which the instructor has prepared for distribution to students. The course overview will include (a) topical course content, (b) major objectives and assignments, and (c) grading methods.

## 8.6 FREQUENCY OF EVALUATION

8.6.1 Contract and noncontract "B" staff shall be evaluated at least twice during the first semester of employment and at least once during the second and third semesters of employment.

8.6.2 Regular instructors shall be evaluated at least once every two years of employment. (See also 8.8.1) The biennial evaluation shall always include the classroom visit, according to the policies, procedures and forms in this manual (see also 8.6.5 and 8.7.3.). If course outline revisions are substituted for classroom visitations, one visitation must be made at least once every four years, (see also 8.9).

8.6.3 Noncontract "A" staff shall be evaluated by the appropriate administrator or a volunteer specialist from within the division the first semester or term of employment, at least once during the second year of employment, and biennially thereafter. Such evaluations shall be completed not later than three weeks prior to the end of the term. The evaluation shall be on the approved district form for noncontract "A" instructors. It shall be signed by the appropriate administrator and shall be transmitted to the Personnel Office by the appropriate Vice Chancellor.

8.6.4 Noncontract "B" staff shall be evaluated according to appropriate policies and procedures for contract staff their first two academic years and according to appropriate policies and procedures for regular staff thereafter.

**8.6.5 Additional Evaluations (All certificated staff)**

- A. If the evaluation is not favorable and time permits, a second evaluation will be made by another evaluator the same semester or term.
- B. Additional evaluations may be made at the request of the appropriate administrator, students, or the instructor.

**8.7 CLASSROOM VISITS**

- 8.7.1 The evaluator shall visit the classroom during the time period established for evaluation. The evaluator may consult with the instructor concerning time periods to avoid scheduling visits during activities such as testing, field trips, films, guest lecturers.
- 8.7.2 Visits shall be for not less than thirty (30) minutes of a class period.
- 8.7.3 Visits other than those delineated in the procedures for evaluation may be made by any administrative officer of the district.
- 8.7.4 Evaluators shall complete an evaluation form at or after each visit. For each criterion marked "needs improvement," the evaluator shall cite specific examples and make suggestions for improvement.
- 8.7.5 The instructor may respond in writing to comments and suggestions made on the evaluation form.

**8.8 STUDENT EVALUATION OF INSTRUCTORS**

- 8.8.1 The appropriate administrator or a designate will conduct the student evaluation in all classes of contract and noncontract "B" staff and regular instructors when the individual is scheduled for evaluation or more frequently at the discretion of the administrator or by request of the instructor. Student evaluations of noncontract "A" staff will be conducted during the first semester evaluation of the person and at least annually thereafter. The form and procedure approved by the district shall be used. The appropriate administrator attaches the second copy of the computer printout to the evaluation form when the latter is required.
- 8.8.2 Student narrative comments on the official form or card are typed to preserve anonymity and then given to the instructor. No additional copies are made.

- 8.8.3 Student evaluation cards should be retained by the division until end of the semester in which the evaluation is given. The cards should then be destroyed.
- 8.8.4 For classes that are 18 hours or less, the approved optional evaluation form may be used in place of the standard evaluation card.
- 8.8.5 The Optional Evaluation Form is to be administered in the last class meeting by the instructor. The instructor has five working days in which to read the evaluations and deliver them to the appropriate administrator.
- 8.8.6 Optional Student Evaluation Forms should be retained by the Division until the end of the semester in which the evaluation is given. The forms should then be destroyed.

#### 8.9 COURSE OUTLINE REVISION - REGULAR INSTRUCTORS ONLY

As an alternative to classroom visitation of the regular instructor, the appropriate administrator may, after discussion with the regular instructor, select as a substitute, the instructor's revision of the outline of one course taught. Such revision will include unit objectives and a demonstration of the achievement of objectives reported in a manner approved by the immediate supervisor. Both the revised outline and the report of achievement shall be the subject of a conference with the immediate supervisor.

#### 8.10 SELF-EVALUATION

Instructors are encouraged to use the evaluation form for themselves and use any other methods of self-evaluation they choose.

#### 8.11 EVALUATION CONFERENCES

##### 8.11.1 Contract, regular, and noncontract "B"

- A. The evaluator shall schedule a conference to be held with the instructor within five (5) working days after a visit and shall give the instructor a copy of the evaluation form at that conference.
- B. The evaluator shall give to the instructor written suggestions for improvement in the areas marked "needs improvement" on the evaluation form.
- C. After the evaluation conference, the instructor may respond in writing within five (5) days to comments and suggestions made on the evaluation form. The written response shall be attached to and become a part of the total evaluation. Such a written response must be submitted within five (5) days to become a part of the official evaluation.

8.11.2 Noncontract "A"

The noncontract "A" staff member or the evaluator may request a conference. The conference shall take place within five (5) working days after the request is received.

8.12 REPOSITORY OF RECORDS OF EVALUATION

The copy of the evaluation record shall be deposited in the Personnel File of the staff member. The original shall be retained by the person evaluated. OTHER COPIES SHALL NOT BE MADE BY THE DISTRICT.

8.13 ASSISTANCE IN IMPROVING PERFORMANCE

8.13.1 The division dean shall make every reasonable effort to provide assistance for the instructor by carefully checking the factors relating to teaching effectiveness to be sure that an optimal environment for effective teaching exists for each instructor.

8.13.2 The division dean may recommend special assistance from the Instructional Services Office.

8.13.3 If deemed appropriate, the division dean may also recommend a second evaluator. The Vice Chancellor-Academic Affairs will designate the second evaluator.

8.14 INSTRUCTOR'S RESPONSIBILITIES RELATED TO IMPROVEMENT

The instructor shall make every reasonable effort to improve in the criteria indicated as "needs improvement."

8.15 DISAGREEMENTS ON EVALUATIONS

The approved district grievance process is utilized in the event of disagreements concerning evaluation.

8.16 EVALUATION OF OTHER STAFF RESPONSIBILITIES

8.16.1 Counselor Evaluation

A. Responsibility

1. The evaluation of counseling and related classes is the ultimate responsibility of the Dean of Counseling under the Vice Chancellor-Student Affairs and Community Services. Such evaluation is to be done on the approved forms.

2. What is said of the Vice Chancellor-Academic Affairs in the above policies applies to the Vice Chancellor-Student Affairs and Community Services and what is said of the division dean applies to the Dean of Counseling.
3. Counselors assigned to classes in one of the instructional divisions will be evaluated in those classes by the division deans or by volunteer specialists from within the division during the first two consecutive semesters of their employment and biennially thereafter. Such evaluation shall be completed by the 15th week of the semester. The evaluation shall be signed by the division dean and shall be transmitted to the Personnel Office by the Vice Chancellor-Academic Affairs.
4. The evaluation of instruction in noncounseling classes shall follow procedures established in policies for contract or regular instructors.
5. Counselors assigned to off-campus locations shall be evaluated by the site administrator and the Dean of Counseling. The latter two shall prepare a joint evaluation report.

B. Calendar

1. The time sequence for evaluation of counselors is the same as for instructors.
2. Evaluation of guidance classes by the designated administrators may begin the fourth clock hour of instruction or later.

C. Student Evaluation

Student evaluations are of two kinds: guidance classroom instruction and counseling services. Instructors of guidance classes will be evaluated in the same manner as other classroom instructors. Evaluation of short courses will take place during the last class meeting. All other guidance classes will be evaluated during the last two weeks of the course.

Counseling services will be evaluated using form mailed to a random sample of 100 students selected from appointments and walk-ins between the third and ninth week of each semester.



## 8.16.2 Librarians

### A. Responsibility

The evaluation of librarians is the responsibility of the Director of Library Services under the Dean of Instructional Services. Such evaluation is to be done on the approved forms. Librarians assigned to classes in one of the instructional divisions will be evaluated in those classes by the division dean and/or a volunteer specialist from within the division during the first two consecutive semesters of the Librarian's employment and biennially thereafter. Such evaluations shall be completed by the 15th week of the semester. The evaluation shall be completed on the approved district form for noncontract instructors. It shall be signed by the division dean and shall be transmitted to the Personnel Office by the Vice Chancellor-Academic Affairs.

### B. Calendar

The time sequence for evaluation of librarians is the same as for regular, contract, or noncontract "B" instructors, as applicable.

### C. Student Evaluation of Reference Librarians

Student evaluation of reference librarians shall be conducted at the reference desk on the approved form for one week between the 10th and 15th weeks of each semester.

## 8.16.3 Coordinators

### A. Responsibility

The evaluation of coordinators is the responsibility of the appropriate administrator who directly supervises the coordinator. Such evaluation is to be done on the approved forms relative to teaching, counseling, or other appropriate assignments. It shall be signed by the appropriate administrator and shall be transmitted to the Personnel Office by the appropriate Vice Chancellor.

### B. Calendar

The time sequence for evaluation of coordinators is the same as for regular, contract, or non-contract "B" instructors as applicable.

#### **8.16.4 Health Services Staff**

##### **A. Responsibility**

The evaluation of Health Services staff is the responsibility of the Dean-Student Development Services. Such evaluation is to be done on the approved forms. It shall be transmitted to the Personnel Office by the Vice Chancellor, Student Affairs and Community Services.

##### **B. Calendar**

The time sequence for evaluation of Health Services Staff is the same as for regular, contract, or non-contract "B" instructors, as applicable.

#### **8.17 SPLIT ASSIGNMENTS**

Certificated staff members carrying split assignments under contract to the district shall be evaluated under contract evaluation procedures for the major assignment and under noncontract evaluation procedures for the minor assignment unless otherwise stated in these procedures.

#### **8.18 WORK EXPERIENCE**

The appropriate dean shall transmit evaluations of work experience classes to the primary supervisor of the staff member. The work experience evaluation will be made a part of the full evaluation.



## RECOMMENDED EVALUATION TIMETABLE 1989-1990

The dates and timelines for the various procedures described in this manual are recommendations. Unless there are extenuating circumstances, most procedures may normally be completed before the recommended deadlines. The timetable for the special evaluator may be found in the evaluation procedures.

### CONTRACT and NONCONTRACT B INSTRUCTORS (First Semester of contract employment only)

	FALL	SPRING
Distribution of evaluation packet	prior to Aug. 28	prior to Jan. 29
Course outlines and student overview to appropriate administrator	prior to Sept. 11	prior to Feb. 12
First classroom visitation	Sept. 5 - Oct. 9	prior to Mar. 1
First evaluation conference	Sept. 5 - Oct. 16	prior to Mar. 1
First evaluation to VPAA	prior to Nov. 3	prior to Mar. 1
Student evaluation	Oct. 16 - Oct. 30	prior to Mar. 1
Second visitation and conference	Oct. 16 - Dec. 4	prior to Apr. 16
Second evaluation to VPAA	prior to Dec. 15	prior to Apr. 27

### CONTRACT and NONCONTRACT B INSTRUCTORS (Applicable for second or third semester of contract employment only)

Distribution of evaluation packet	prior to Aug. 28	prior to Jan. 29
Course outlines and student overview to appropriate administrator	prior to Sept. 11	prior to Feb. 12
Classroom visitation	Sept. 5 - Oct. 9	prior to Mar. 1
Evaluation conference	Sept. 5 - Oct. 16	prior to Mar. 1
Student evaluation	Oct. 16 - Oct. 30	prior to Mar. 1
Evaluations to VPAA	prior to Dec. 15	prior to Mar. 1

### REGULAR and NONCONTRACT B INSTRUCTORS (See sections 8.6.2 and 8.6.4, semester optional)

Distribution of evaluation packet	prior to Aug. 18	prior to Jan. 19
Course outlines and student overview to appropriate administrator	prior to Sept. 11	prior to Feb. 12
Classroom visitation	Sept. 5 - Oct. 9	Feb. 5 - Mar. 17
Evaluation conference	Sept. 5 - Oct. 16	Feb. 5 - Mar. 24
Student evaluation	Oct. 16 - Oct. 30	Mar. 19 - Mar. 31
Evaluations to VPAA	prior to Dec. 15	prior to May 15

### NONCONTRACT A INSTRUCTORS (Required once first semester; once second year, semester optional; biennial thereafter)

Distribution of evaluation packet	prior to Aug. 28	prior to Jan. 29
Course outlines and student overview to appropriate administrator	prior to Sept. 11	prior to Feb. 12
Classroom visitation	prior to Nov. 22	prior to May 2
Student evaluation	prior to Nov. 22	prior to May 2
Evaluation to instructor	prior to Nov. 29	prior to May 9
Evaluations to VPAA	prior to Nov. 29	prior to May 9

## RECOMMENDED EVALUATION TIMETABLE 1990-1991

The dates and timelines for the various procedures described in this manual are recommendations. Unless there are extenuating circumstances, most procedures may normally be completed before the recommended deadlines. The timetable for the special evaluator may be found in the evaluation procedures.

CONTRACT and NONCONTRACT B INSTRUCTORS  
(First Semester of contract employment only)

FALL

SPRING

ARTICLE 9  
GRIEVANCE PROCEDURES

**PURPOSE:** To provide an orderly procedure for reviewing and resolving grievances promptly.

## 9.1 DEFINITIONS

**Day** - A "day" (for 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 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 processes determined by present existing policies.

**Grievant** - Any member of the bargaining unit covered by the terms of this Agreement.

**Immediate Supervisor** - The immediate supervisor is the first (1st) District-designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.

## 9.2 TIME LIMITS

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 is of the essence in all processing of grievances.

9.2.4 Time or procedural steps may be waived at any step by mutual agreement.

## 9.3 OTHER PROVISIONS

### 9.3.1 Member Legal Rights

Nothing contained herein shall deny to any member his/her legal rights under state or federal constitutions and laws. No probationary member may use this Grievance Procedure in any way to appeal discharge. 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

The grievant may be represented by unit member representative at Level I, and by an Association representative at all subsequent levels.

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. 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 Level I with the immediate supervisor shall not be processed by the District.

9.4 PROCEDURAL STEPS

9.4.1 Level I - Oral

- A. Within twenty (20) days of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall orally discuss with the immediate supervisor/manager, or designee, the alleged grievance.
- B. If a satisfactory resolution is not reached within two (2) days of the oral discussion, the grievant shall present the grievance in writing, within three (3) days, on the "Statement of Grievance Form", (Exhibit "B"), to the immediate supervisor/manager, or designee, as applicable.

9.4.2 Level I - Written

- A. The immediate supervisor/manager, or designee, as applicable, shall communicate the decision to the employee in writing within five (5) days from receipt of the written grievance.
- B. The immediate supervisor/manager, or designee, as applicable, or the grievant, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

9.4.3 Level II - Administrator-Management

- A. In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate form to the next higher manager, or designee, within five (5) days.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and, reason for the appeal.
- C. The next higher manager, or designee, shall communicate the decision to the grievant in writing within seven (7) days of receiving the appeal.
- D. Either the grievant or the next higher manager, or designee, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

9.4.4 Level III - Director-Vice Chancellor

- A. If the grievant is not satisfied with the decision at Level II, he/she may appeal the decision in writing within five (5) days to the next higher manager, or designee.
- B. The appeal shall include a copy of the original grievance and appeals with decisions rendered, and, reasons for the appeal.
- C. The next higher manager, or designee, shall communicate the decision in writing to the grievant within ten (10) days.
- D. Either the grievant or next higher manager, or designee, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

9.4.5 Level IV - Chancellor/President

- A. In the event the grievant is not satisfied with the decision at Level III, the decision may be appealed on the appropriate approved form to the Chancellor/President, or designee, within five (5) days.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decisions rendered, and, reasons for appeal.
- C. The Chancellor/President, or designee, shall communicate the decision to the grievant in writing within fifteen (15) days of receiving the appeal.

9.4.6 Level V- Optional Fact-finding Panel

- A. In the event the grievant is not satisfied with the decision at Level IV, he may, but only with the concurrence and participation of the Association, within five (5) days, give written notice to the Chancellor/President requesting a "Fact-finding Panel" be formed.
- B. The grievant has the option with or without concurrence of the Association to appeal the Chancellor/President's decision directly to "Level VI - Board of Trustees", by-passing Level III.
- C. Where the grievant and the Association demand a "Fact-finding Panel", it shall be formed to consider the grievance and to provide an advisory recommendation to both the District and Association as to the resolution of the dispute. The procedure shall be as follows:
  1. Within five (5) days after receipt of the written request, the District and the Association shall each select one (1) person to serve as its member of the panel.
  2. Within two (2) days thereafter, the selected panel members shall meet to determine a mutually-agreeable third (3rd) panel member who shall be neutral and impartial and shall serve as chairperson of the panel.
  3. In the event that a mutually-agreeable chairperson cannot be agreed upon, within three (3) days, the panelist shall be selected from a list of five (5) certified panelists supplied by the Public Employment Relations Board, the California State Conciliation Service, or, other sources as the panelists mutually agree upon.
  4. Panel chairperson expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other who are not regular District employees. Regular District employees shall not suffer loss of compensation for time spent during regular duty hours as a grievant, representative or witness at a hearing held pursuant to this Procedure; however, no more than four (4) employees may participate in any one (1) grievance during working hours whether grievants, representatives, or witnesses, unless otherwise approved in advance by the District.



5. The panel shall, within ten (10) days after its appointment, meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, or, take such other steps as the chairperson deems appropriate to develop a recommendation to resolve the grievance.
6. The panel shall, within twenty (20) days after its appointment, recommend in writing their proposed decision regarding the grievance in question to Association and the Board of the District. Such recommendation is advisory only to each party.
7. In any event, the "Fact-finding Panel" shall have no power to recommend to:
  - (a) Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement;
  - (b) Establish, alter, modify or change the salary structure.

9.4.7 Level VI - Board of Trustees

A. Where a Fact-finding Panel Was Appointed

1. The Board shall consider the "Fact-finding Panel" recommendations, in public session or executive session in accordance with the grievant's request, at its next regular meeting after receipt, providing a minimum of ten (10) days elapse from receipt until the Board meeting.
2. The Board may implement the "Fact-finding Panel" recommendations; may decide not to implement in any way; may meet with the grievant and representatives to discuss other alternatives solely at the option of the Board; or, may take other action at its sole discretion.
3. The Board shall, within fifteen (15) calendar days thereafter, submit its decision on the grievance in writing.

B. Without Optional Fact-finding

1. In the event the grievant is not satisfied with the decision at Level IV (Chancellor/President), the decision may be appealed to the Board of Trustees within five (5) days.

2. In order to be processed or considered, this appeal shall include copies of the original grievance and all appeals, written copies of all decisions rendered, a statement of the reason for an appeal, and the specific remedy sought.
3. The board shall, at its sole option:
  - (a) Set for its next regular meeting after receipt, providing a minimum of seven (7) working days elapse from receipt until the Board meeting, a hearing on the grievance by the Board itself. Such hearing shall be either public or in executive session in accordance with the grievant's request. The Board shall, within fifteen (15) days thereafter, submit its decision on the grievance in writing. Such decision shall be final and binding on all parties;
  - OR,  
Set within seven (7) days from receipt, a hearing to be conducted by a Board designee(s), to hear the grievance on the Board's behalf.
  - (b) At the next regular meeting of the Board after completion of the hearing by the designee(s), provided seven (7) work days elapse from completion of the hearing, the Board shall consider the recommendations of its appointed designee(s).
  - (c) The Board may implement the designee(s), recommendation; decide not to implement in any way; decide to meet with the grievant and representatives to discuss other alternatives solely at the option of the Board; or, take other action at its sole discretion.
  - (d) The Board shall, within ten (10) calendar days thereafter submit its decision on the grievance in writing. Such decision shall be final and binding.

# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT COLLEGE CREDIT CLASSES INSTRUCTIONAL CALENDAR 1989-1990

1989

**JUNE**

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1990

**JANUARY**

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24	25	26	27	28	29	30
31						

**JUNE**

S	M	T	W	T	F	S
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**JULY**

S	M	T	W	T	F	S
						1
						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## SUMMER SESSION 1989

June 5 Early session begins  
 June 19 Late session begins  
 July 4 Independence Day holiday

## FALL SEMESTER 1989







August 7 - 18 Registration  
 August 14 - 17 Faculty projects  
 August 18 Faculty duty day  
 August 21 Instruction begins  
 September 2 Last date to drop with enrollment fee refund  
 September 4 Labor Day holiday  
 September 22 Last date to file for CR/NCR  
 November 9 Last date to drop semester length classes with 'W'  
 November 10 - 11 Veterans' Day - holiday  
 November 23 - 25 Thanksgiving - holiday  
 December 9 Instruction ends  
 December 11 - 16 Fall final examinations

## SPRING SEMESTER 1990

January 9 - 19 Registration  
 January 2 - 18 Faculty projects  
 January 15 King's Birthday - holiday  
 January 19 Faculty duty day  
 January 22 Instruction begins  
 February 2 Last date to drop with enrollment fee refund  
 February 9 - 10 Lincoln's Birthday - holiday  
 February 19 Washington's Birthday - holiday  
 February 23 Last date to file for CR/NCR  
 April 9 - 14 Spring recess  
 April 20 Last date to drop semester length classes with 'W'  
 May 15 Instruction ends  
 May 16 - 23 Spring final examinations  
 May 23 Commencement  
 May 24 - 25 Faculty projects

## TENTATIVE SUMMER SESSION 1990

June 4 First session begins  
 June 18 Second session begins  
 July 4 Independence Day - holiday

-  Instruction begins
-  Instruction ends
-  Final examinations
-  Holiday
-  Faculty projects
-  Faculty duty day

(See Continuing Education Division section for the Continuing Education Instructional calendar)

1990/91 INSTRUCTIONAL CALENDAR

1

54

67

APPENDIX C

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
 INTERIM SALARY SCHEDULE - COLLEGE CREDIT  
 Effective July 1, 1989

	Class I BA	Class II MA	Class III MA+15	Class IV MA+30	Class V MA+45	Class VI MA+60	Class VII Doctorate
1	25,934	28,064	29,591	30,877	32,284	33,689	35,157
2	27,249	29,379	30,784	32,191	33,598	35,005	36,472
3	28,567	30,693	32,101	33,508	34,914	36,321	37,788
4	29,882	32,010	33,418	34,824	36,231	37,636	39,105
5	31,197	33,327	34,733	36,141	37,544	38,952	40,419
6	32,513	34,641	36,049	37,455	38,860	40,268	41,735
7	33,828	35,958	37,367	38,773	40,179	41,586	43,051
8	35,144	37,272	38,681	40,086	41,494	42,901	44,366
9	36,462	38,590	39,998	41,403	42,811	44,217	45,683
10	37,777	39,908	41,314	42,717	44,127	45,532	46,997
11	39,094	41,222	42,627	44,037	45,442	46,848	48,315
12		42,539	43,945	45,351	46,756	48,164	49,631
13		43,855	45,259	46,667	48,075	49,482	50,947
14				47,984	49,390	50,799	52,264
*A						51,951	53,423
*B						53,092	54,561
*C						54,231	55,702

\*Professional Growth Steps (See Provisions)

Maximum Entry is Step 7

Class Placement Requirements for Initial Placement and/or Class Changes.  
 Also See Provisions BP4142.1

- Class I
- (a) Bachelor's Degree
  - (b) Vocational 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) Vocational Placement - Community College Credential 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 Master's Degree.
  - (c) Vocational Placement - Community College Credential 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 Master's Degree.
  - (c) Vocational Placement - Community College Credential plus 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 Master's degree.
  - (c) Vocational Placement - Community College Credential 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 Master's Degree.
  - (c) Vocational Placement - Community College Credential plus 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.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
INTERIM SALARY SCHEDULE - COLLEGE CREDIT  
Effective July 1, 1990

Class I BA	Class II MA	Class III MA+15	Class IV MA+30	Class V MA+45	Class VI MA+60	Class VII Doctorate
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1                   The 1990/91 schedule will be determined by adjusting  
2  
3                   the 1989/90 schedule by 5.5% or the state COLA,  
4  
5                   whichever is greater.  
6  
7  
8  
9  
10  
11  
12  
13  
14  
\*A  
\*B  
\*C

\*Professional Growth Steps (See Provisions)

Maximum Entry is Step 7

Class Placement Requirements for Initial Placement and/or Class Changes.  
Also See Provisions BP4142.1

- Class I           (a) Bachelor's Degree  
                  (b) Vocational 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) Vocational Placement - Community College Credential 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 Master's Degree.
  - (c) Vocational Placement - Community College Credential 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 Master's Degree.
  - (c) Vocational Placement - Community College Credential plus 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 Master's degree.
  - (c) Vocational Placement - Community College Credential 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 Master's Degree.
  - (c) Vocational Placement - Community College Credential plus 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.

APPENDIX E

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
 INTERIM 1990 SUMMER SCHOOL SALARY SCHEDULES  
 COLLEGE CREDIT

SCHEDULE A

	Class I BA	Class II MA	Class III MA+15	Class IV MA+30	Class V MA+45	Class VI MA+60	Class VII Doctorate
1	648.35	701.60	739.78	771.93	807.10	842.23	878.93
2	681.23	734.48	769.60	804.78	839.95	875.13	911.80
3	714.18	767.23	802.53	837.70	872.85	908.03	944.70
4	747.05	800.25	835.45	870.60	905.78	940.90	977.63
5	779.93	833.18	868.33	903.53	938.60	973.80	1010.48

Placement according to Class and Step as of Spring, 1989.  
 Dollar amount per LHE.

SCHEDULE B

\$540.00 per Lecture Hour Equivalent (LHE).

1 Hour for Laboratory = .7 Lecture Hour.

1 Hour for Other Non-teaching = .5 Lecture Hour.

\$30.00 per Lecture Hour.

\$21.00 per Laboratory Hour.

\$15.00 per Hour - other Non-teaching.

Schedule A - applies to instructors who were under contract in 1989/90 and are continuing on contract in 1989/90.

Schedule B - applies to all non-contract certificated employees effective Summer School, 1990. Hourly assignments in library, health services nursing, and counseling shall be paid at the laboratory rate.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
INTERIM 1991 SUMMER SCHOOL SALARY SCHEDULE  
COLLEGE CREDIT

SCHEDULE A

Class I BA	Class II MA	Class III MA+15	Class IV MA+30	Class V MA+45	Class VI MA+60	Class VII Doctorate
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1

2

The 1991 summer school salary schedule will be

3

determined by adjusting the 1990 schedule by

4

5.5% or the state COLA, whichever is greater.

5

Placement according to Class and Step as of Spring, 1989.  
Dollar amount per LHE.

SCHEDULE B

\$ per Lecture Hour Equivalent (LHE).

1 Hour for Laboratory = .7 Lecture Hour.

1 Hour for Other Non-teaching = .5 Lecture Hour.

\$ per Lecture Hour.

\$ per Laboratory Hour.

\$ per Hour - Other Non-teaching.

Schedule A - applies to instructors who were under contract in 1990/91 and are continuing on contract in 1991/92.

Schedule B - applies to all non-contract certificated employees effective Summer School, 1991. Hourly assignments in library, health services nursing, and counseling shall be paid at the laboratory rate.

APPENDIX G

BOARD POLICIES

- 3000 . . . . . District General Policy Statement - Finance & Support Services
- 3716 . . . . . Security of Property
- 4100 . . . . . General Certificated Policy Statement
- 4111.1 . . . . . Affirmative Action
- 4114.1 . . . . . Health Examination
- 4116 . . . . . Rights, Responsibilities and Duties
- 4116.21 . . . . . Academic Freedom
- 4117 . . . . . Evaluation
- 4118 . . . . . Regular Status
- 4119.2 . . . . . Resignation
- 4119.3 . . . . . Retirement (Workload Reduction)
- 4133 . . . . . Travel Expense Reimbursement
- 4135.2 . . . . . Organizations' Rights of Access
- 4135.4 . . . . . Complaints
- 4141 . . . . . Salary Guides
- 4142 . . . . . Salary Deductions
- 4142.1 . . . . . Salary Payment
- 6000 . . . . . District General Policy Statement - Instruction
- 6111 . . . . . Calendar
- 6131 . . . . . Instructional Divisions 6133 . . . . . Curriculum Design
- 6140 . . . . . Instructional Arrangements
- 6141 . . . . . Class Size
- 6150 . . . . . Instructional Services
- 6151 . . . . . Equipment, Books, and Materials
- 6151.1 . . . . . Textbooks
- 6152.1 . . . . . Library Materials/Selection
- 6160 . . . . . Evaluation of the Instructional Program

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 Rodda 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 a certificated unit of employees designated as the "COLLEGE FACULTY UNIT."
2. The COLLEGE FACULTY UNIT shall:
  - a. INCLUDE  
All certificated employees assigned to duties at Rancho Santiago Community College or its off-campus centers.
  - b. EXCLUDE
    1. All certificated employees assigned to the Continuing Education Division;
    2. All certificated employees paid on the Administrative Salary Schedule.
    3. All day-to-day substitutes;
    4. All other certificated employees lawfully designated as management, supervisory, or confidential.

DATED: 9/5/89

DISTRICT: *David R. Strang*

ASSOCIATION: *John L. Smith*



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Santa Ana, California

STATEMENT OF GRIEVANCE FORM

Number \_\_\_\_\_

EMPLOYEE NAME	UNIT	DEPARTMENT
DATE OF ALLEGED GRIEVANCE	DATE OF INFORMAL DISCUSSION LEVEL I	DATE OF ORAL RESPONSE
DATE OF FILING OF THIS STATEMENT	SPECIFIC ARTICLES AND SECTIONS ALLEGED TO HAVE BEEN VIOLATED	

EMPLOYEE'S STATEMENT OF ALLEGED VIOLATION AND GRIEVANCE. WHAT IS THE FACTUAL CONTENTION, WHAT HAS OCCURRED? PROVIDE FULL FACTS NECESSARY TO SUPPORT YOUR POSITION.

STATE FULL RELIEF, REMEDY, ACTION YOU BELIEVE IS REQUIRED TO RESOLVE THIS ALLEGED GRIEVANCE.

LEVEL I

IMMEDIATE SUPERVISOR/MANAGER OR DESIGNEE,  
RESPONSE TO ALLEGED GRIEVANCE

DATE OF RECEIPT:

DATE OF RESPONSE:

GRIEVANCE RESOLVED:

GRIEVANCE DENIED:

LEVEL II

ADMINISTRATOR/MANAGEMENT OR DESIGNEE,  
RESPONSE TO ALLEGED GRIEVANCE

DATE OF RECEIPT:

DATE OF RESPONSE:

GRIEVANCE RESOLVED:

GRIEVANCE DENIED:

**LEVEL III**

**DIRECTOR VICE PRESIDENT OR DESIGNEE RESPONSE TO ALLEGED GRIEVANCE.**

DATE OF RECEIPT:

DATE OF RESPONSE:

GRIEVANCE RESOLVED:

GRIEVANCE DENIED:

**LEVEL IV**

**SUPERINTENDENT/PRESIDENT OR DESIGNEE RESPONSE TO ALLEGED GRIEVANCE.**

DATE OF RECEIPT:

DATE OF RESPONSE:

GRIEVANCE RESOLVED:

GRIEVANCE DENIED:

**WRITTEN NOTICE OF REQUEST FOR OPTIONAL FACT FINDING PANEL MUST BE FURNISHED WITHIN FIVE (5) WORK DAYS TO THE PRESIDENT**

DATE OF EMPLOYEE NOTICE:

**LEVEL V**

**FACT FINDING PANEL RESPONSE TO ALLEGED GRIEVANCE;**

DATE OF HEARING:

DATE OF RESPONSE:

**LEVEL VIA**

**BOARD OF TRUSTEES WITH OPTIONAL FACT FINDING PANEL RECOMMENDATION: THE FINAL AND BINDING DECISION OF THE BOARD IS:**

DATE OF RECEIPT:

DATE OF BOARD MEETING:

DATE OF DECISION:

**LEVEL VIB**

**BOARD OF TRUSTEES WITHOUT FACT FINDING PANEL RECOMMENDATION: THE FINAL AND BINDING DECISION OF THE BOARD IS:**

DATE OF RECEIPT:

DATE OF BOARD MEETING:

DATE OF DECISION:

**NOTES**

1. ATTACH ALL RESPONSES TO THIS FORM AT ALL LEVELS.
2. MAINTAIN TWO (2) COPIES ONE FOR EMPLOYEE, ONE FOR DISTRICT
3. TIME IS OF THE ESSENCE AT EVERY STEP



MEMORANDUM OF UNDERSTANDING

In addition to the 1989-1991 contract, FARSCCD and the District agree on the procedural items as specified below. This Memorandum of Understanding is not subject to the grievance procedures as listed in Article 9.

Scheduled Daily Commitment:

For the duration of this two-year agreement, 1989/90 - 1990/91, the contract section 6.1.3, Daily Assignment, shall not be interpreted to require a scheduled office hour on a day in which an instructor is not assigned a class. This does not preclude the responsibility of instructors to be present for other duties as expected of a full-time faculty member.

Dependent Care Assistance Plan:

When the County provides the mechanism for employees to contribute to a Dependent Care Assistance Plan (DCAP), this option will become available for faculty under allowable deductions (see section 5.2.3).

Association Office Space:

The District will provide the Association with office space by providing one member of the executive board of the Association with a single-person office.

Retirement Information:

The District will provide updated retirement information including material on the various health plans.

Sick Leave Deduction Ratios:

The District agrees to provide the faculty with copies of the grid used to determine the number of hours of sick leave deducted in a given absence per employee.

Child Care Information:

The District agrees to provide information on the availability and use of District child care facilities.

John L. Smith  
For the Association  
9/5/89  
Date

Donald H. Hargis  
For the District  
9/5/89  
Date

ERIC Clearinghouse for  
Junior Colleges DEC 20 1991