



AGREEMENT BETWEEN

**THE RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

AND

**THE CONTINUING EDUCATION
FACULTY ASSOCIATION**

FOR

JULY 1, 2018 through JUNE 30, 2020

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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.

ARTICLE 1

AGREEMENT

This Agreement is between the Rancho Santiago Community College District (hereinafter referred to as “District” and the Rancho Santiago Community College District Continuing Education Faculty Association, CCA/CTA/NEA (hereinafter referred to as “CEFA”). The Association is an affiliate of the California Teachers Association and the National Education Association.

Reference to “the parties” shall include both the District and the Association.

ARTICLE 2

RECOGNITION

District recognizes CEFA as the sole and exclusive representation of those employees of the bargaining unit enumerated in the Stipulated Agreement, dated August 17, 1977, (amended July 18, 1994) between District and CEFA as follows:

This agreement is between Rancho Santiago Community College District hereinafter referred to as “District” and, the Continuing Education Faculty Association, in affiliation with the Community College Association (CCA), California Teacher’s Association (CTA), and National Education Association (NEA), hereinafter referred to as “CEFA”;

It is agreed by and between District and CEFA that the District recognizes CEFA as the sole and exclusive bargaining representative of the following unit:

Including:

All part-time hourly academic employees assigned to the Continuing Education Division.

Excluding:

All

1. Academic employees, full-time and part-time credit and full-time continuing education
2. All Academic employees paid on the Administrative Salary Schedule
3. All day-to-day substitutes

ARTICLE 3

NEGOTIATIONS

During the term of this agreement, the parties agree to negotiate only with designated representatives. Neither shall attempt to negotiate privately or individually with the other party or individuals who are not the designated representatives.

ARTICLE 4

SEPARABILITY AND SAVINGS

If any article, section, subsection, sentence or phrase of the 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.

The parties agree, provided there remains more than sixty (60) calendar days prior to contract expiration, that within ten (10) calendar days any such invalid article, section, subsection, sentence or phrase may be re-opened for negotiation upon request of either party.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.1 CEFA recognizes and agrees that the exercise of the expressed and implied legal powers, rights, duties and responsibilities, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers and the use of judgment and discretion in connection therewith, shall be limited by the specific and expressed terms of this Agreement.
- 5.2 CEFA recognizes and agrees that the District powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage its operation; direct, select, decrease, and increase the workforce, including but not limited to hiring, demotion, suspension, layoff, or discharge; to maintain discipline and efficiency of employees, to prescribe rules to that effect, to establish and change standards, to determine the qualifications of employees; the right to make all plans and decisions on matters involving its operations; to determine solely the extent to which the facilities of any department thereof shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the scheduling of operations, the means and processes of operations, the materials to be used, and the right to introduce new, or improved, methods and facilities, and to change or alter any existing methods and facilities; to regulate quality and quantity of services, and to otherwise take any actions desired to run the entire operation efficiently.
- 5.3 CEFA 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 emergency. An emergency is considered an act of God, a natural disaster, man-made disaster or mandates imposed by other government agencies, or other interruption of the District program beyond its control. Where an emergency is declared, District shall immediately notify and consult with CEFA. CEFA agrees it will abide by such emergency decisions of the Board during the declared emergency.
- 5.4 District agrees that in regard to a declared emergency and decisions made therein within the scope of representation, that CEFA shall have the right to subject such declaration and decisions to the provisions of the Grievance Procedure, Article 8.

ARTICLE 6

EVALUATION PROCEDURES **AND EXHIBIT D EVALUATION FORM**

6.1 Aim of Evaluation

There are two major aims of evaluation. The first is the improvement of performance. Secondly, evaluation provides a process through which the college assesses the potential contribution of a new unit member. Results of official evaluation shall be held in strict confidence by all personnel involved.

6.2 Responsibilities for Evaluation

6.2.1 Unit members shall be evaluated for their performance taking into consideration the physical environment under which they are functioning within a specific assignment.

6.2.2 Upon initial employment, and prior to conducting an evaluation, site directors will be given training in discipline content areas, procedures, and methodologies of evaluation.

6.3 Informing Unit Members of Evaluation

6.3.1 The District shall notify each unit member who is scheduled to be evaluated during the semester in which the evaluation will take place. The observation shall be conducted within four (4) weeks from the date each unit member received notice of the evaluation. The unit member will have an opportunity to inform the evaluator of any dates within the four (4) week window that would not be conducive to observation of the unit members' skills. Any evaluation which is not completed will be carried over to the subsequent term. Unit members who were scheduled to be evaluated whose evaluations were not completed shall be notified in writing indicating the reason that the evaluation was not completed within the time frame above.

6.3.2 Formal evaluation shall be done by the unit member's site administrator or designee. Unit members shall not evaluate other unit members. Unit members who are to be evaluated will be notified of the names of persons who will evaluate each term.

6.4 Review of Course Objectives, Content, and Methods to Be Applied to Evaluation

6.4.1 Unit Members working in the classroom: The appropriate site administrator or designee shall:

- (a) Provide the unit member an approved current course outline for each assigned course, within one (1) week of the time the assignment is made unless the unit member has previously received such an outline.

- (b) If so requested review these course-related materials with unit member prior to classroom visit.
- (c) Each unit member shall provide for the appropriate administrator a copy of the course overview. The course overview will be distributed to students when appropriate. The course overview will include (1) topical course content, (2) major objectives and assignments, evaluation methods, and bibliography, as appropriate.

6.4.2 Unit members working as Counselors and Coordinators:

- (a) The evaluation will focus on their primary responsibilities.

6.5 Frequency of Evaluation

- 6.5.1 Unit members shall be evaluated by the appropriate administrator or designee the first semester or term of employment. Subsequent evaluations shall be made once during the second year of employment, and every three (3) years thereafter. The evaluation shall be on the negotiated form found in Appendix D. It shall be signed by the appropriate administrator and shall be transmitted to the appropriate Vice President and then to Human Resources for placement in the personnel file.

6.6 Worksite Visits

- 6.6.1 The evaluator shall visit the worksite during the time period established for evaluation. The evaluator may consult with the unit member concerning time periods to avoid scheduling visits during activities, such as testing, field trips, films, or guest lecturers. If the evaluator visits the unit member's worksite during a test, field trip, film or guest lecture, the evaluation shall be rescheduled.
- 6.6.2 Such visits shall be no less than thirty (30) minutes or exceed one (1) hour unless extended by mutual agreement.
- 6.6.2 Evaluation forms shall be completed at or after each visit. Any criterion marked "needs improvement" shall cite examples, and, where possible, make suggestions for improvement.

6.7 Additional Evaluations

- 6.7.1 Additional evaluations may be made at written request of the unit member or appropriate administrator.

6.8 Unfavorable Evaluations

- 6.8.1 Within twenty (20) working days of receipt of an unfavorable (predominately "needs improvement") evaluation, the unit member may request, in writing, a conference between the evaluator and the unit member with a CEFA representative present if requested by the unit member. Such conference shall be held within five (5) working days when time permits, but in no case, more than fifteen (15) working days.

- 6.8.2 If a unit member received an unfavorable evaluation (“needs improvement”) supportive assistance and specific recommendation will be provided including but not limited to meeting with administrator, textbook recommendations, and staff development.

6.9 Student Evaluation of Instructors and Counselors

- 6.9.1 (a) The appropriate administrator or a designee will conduct the student evaluations using the negotiated form found in Appendix E.

(b) Student narrative comments on the official form or card are typed to preserve anonymity, and then given to the unit member. Identical response may be tabulated and not retyped. No additional copies are made.

(c) Student evaluation cards should be retained by the division until the end of the semester in which the evaluation is given.

- 6.9.2 Student evaluations of unit members of ABE/ESL, Older Adult and Special Education classes shall be administered at the unit member’s or district’s option. Students enrolled in open-entry/open-exit classes fewer than three (3) weeks will not participate in the student evaluation; the evaluator and unit member shall determine which students are not to complete the evaluation form.

- 6.10 Self-Evaluation – All unit members are encouraged to use the evaluation forms or other methods of self-evaluation.

6.11 Receipt of Written Evaluation & Conference with Evaluator

- 6.11.1 Two copies of the written evaluations for unit members shall be signed by the evaluator and transmitted to the unit member in a sealed envelope or via email within two (2) weeks of the observation. Unit members shall sign one copy of the evaluation and return it to the evaluator within (2) two (2) weeks of receipt. The signature only denotes receipt of the document, not agreement with the contents. Either the evaluator or the unit member may request a conference.

- 6.11.2 Student contact time shall not be interrupted for delivery of the written evaluation unless expressly permitted by the unit member.

6.12 Assistance in Performance Improvement

- 6.12.1 The administrator or unit member may request special assistance from designated instructional resource staff.

- 6.12.2 The administrator, on request, shall make reasonable efforts to provide unit member assistance.

- 6.12.3 After the performance improvement is completed, the unit member may request a reevaluation.

6.13 Disagreement on Evaluation

6.13.1 The unit member shall have the right:

- (a) Within twenty-five (25) working days of the receipt of the written evaluation to file a written response with the appropriate Vice President, which shall be transmitted to Human Resources for placement in the personnel file.
- (b) To file a grievance if due process of these procedures is allegedly violated.

[*See also attached Exhibit D as part of TA]

ARTICLE 7

LEAVES

7.1 Bereavement Leave

7.1.1 Unit members 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 exceed one (1) way, two hundred (200) land miles, calculated from the Rancho Santiago Community College District, per occurrence on account of death of any member of the member's immediate family.

7.1.2 "Immediate family" will be interpreted to mean blood, adopted, step, foster relations limited to the mother, father, grandmother, grandfather, or grandchild of the unit member, or the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of the unit member, or any person living in the immediate household of the unit member, excluding strictly landlord/tenant relationships.

7.2 Judicial Leave

7.2.1 When called for jury duty or subpoenaed as a witness in the manner provided by law, or as a litigant on behalf of the District, members shall be granted a leave of absence without loss of pay for the time the unit member is required to perform jury duty or act as a witness during the unit member's regularly assigned working hours.

7.2.2 Request for jury duty or witness leave shall be made by presenting as soon as possible the official court summons to the member's immediate supervisor and to the district payroll office through regular administrative channels.

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

7.2.4 A 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.

7.2.5 Unit members are required to return to work during any day in which jury services are not required.

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

7.3 Personal Necessity Leave

7.3.1 A unit 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 unit member's accumulated sick leave. An Employee Absence Card must be filed.

7.3.2 Whenever possible, personal necessity leave should be requested at least five (5) business days in advance and approved by the appropriate administrator.

7.3.3 Personal necessity leave may not be used for any recreational use or any use related to present or prospective employment, or appearance in court as a witness or litigant in an action adverse to the District. Personal necessity leave must be used for matters which cannot be accomplished other than during the unit member's regular working hours, or, deferred to a more convenient date or time to accommodate the regular work schedule.

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

7.4 Educational Conference Leave/In-Service Training/Professional Growth

7.4.1 Upon application, the Chancellor or designee may grant to unit members leave with pay for educational conferences, in-service training, or professional growth which will improve district operations or the ability of the unit member to more effectively perform his/her duties. In determining which requests for conference leave will be granted, the district will consider the following:

- a. Applicability of the conference to the unit member's assignment.
- b. Value of the conference to the district
- c. Time and date of receipt of the request for each conference.

7.5 Association Leave

7.5.1 Association officers or their designee shall be entitled to five (5) days of unpaid leave to utilize for local, state, or national conferences or conducting other business pertinent to association affairs. These representatives shall be excused from assigned duties upon at least two (2) days' advance notification to the District by the association president.

7.6 Industrial Accident or Illness Leave

7.6.1 All unit members shall receive sixty (60) days' leave with pay in any one fiscal year for an industrial accident or illness. An industrial accident or illness is defined as one where the unit member becomes ill or is injured while he/she is serving the District, and, the accident or illness is reported to the District's Self-Insurance Program in accordance with District regulations, and, the District Self-Insurance Program accepts responsibility for the treatment of the unit member.

7.6.2 Industrial accident or illness leave will commence on the first (1st) day of absence. Allowable leave shall not be accumulative 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 unit member 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.

- 7.6.3 Payment for wages lost on any day shall not, when added to an award granted the unit member 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.
- 7.6.4 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 a unit member is receiving workers' compensation, he/she shall be entitled to use only so much of his/her accumulated or available sick leave, accumulated compensation time, vacation, or other available leave, which, when added to the workers' compensation award, will provide for a full day's wage or salary.
- 7.6.5 Periods of leave of absence, paid or unpaid, shall not be considered a break in service of the unit member.
- 7.6.6 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, or other available leave provided by law, or the action of the Board, the District, upon endorsement to the District of wage loss benefit checks received under workers' compensation laws of this state, shall issue the unit member appropriate warrants for any payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.
- 7.6.7 The District shall require certification by the attending physician that the unit member is medically able to return to and perform the duties of his/her position.

7.7 Sick Leave

- 7.7.1 Unit members shall accrue one hour of sick leave for every 17 hours of paid service throughout the entire fiscal year.
- 7.7.2 Pay for each hour of such absence shall be the same as the pay which would have been received had the unit member been in paid status during the day. Credit for leave of absence need not be accrued prior to taking such leave by the unit member, and such leave of absence may be taken at any time during the year.
- 7.7.3 If the member does not take the full amount of leave accrued in any year under this section, the amount not taken shall be accumulated from year to year.
- 7.7.4 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 an absence extending beyond five (5) days.

7.7.5 Members must be in active employment to earn or use sick leave. Sick leave may be used only on those days when the member is required to report for duty but cannot do so because of illness or injury. A member who becomes ill or is injured on a flex day or the first day of class/assignment may utilize sick leave if he/she is able to immediately return to work and assume the assignment. Members who have an assignment, but due to illness or injury are unable to successfully begin the assignment, are not eligible for sick leave.

7.8 State Disability Insurance

7.8.1 Effective fall 2005, CEFA unit members shall participate in the State Disability Insurance Program. The district shall make required payroll deductions on behalf of all CEFA unit members.

7.9 Quarantine Leave

7.9.1 All unit members shall receive payment for scheduled teaching/counseling assignments 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.

7.10 Excused Absence With Pay

7.10.1 Administrators are authorized to excuse a unit member for an occasional absence up to a maximum of four (4) hours annually 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.

7.11 Excused Absence Without Pay

7.11.1 When an hourly unit member declines a semester instructional assignment due to a maternity, paternity or adoption situation, the name of that unit member and the subject areas taught will be sent to all sites. The following semester, the unit member will be considered prior to recommending the appointment of any new unit members at a given site.

7.12 Family Leave

7.12.1 Unit members may be eligible for additional leave benefits as defined in the California Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993.

Additional information and request forms are available in the District's Office of Human Resources.

7.13 Personal Absence

7.13.1 A request for personal absence without pay for less than a semester shall be submitted to the appropriate site administrator.

7.14 Catastrophic Leave

7.14.1 In the event of a catastrophic illness or injury, participating unit members who have exhausted all sick leave may request a donation of additional leave from the Catastrophic Leave Bank. All requests shall be subject to mutual approval by the District and CEFA.

7.14.2 Any application for Catastrophic Leave benefits must include medical verification that the unit member is unable to return to work and the duration of the unit member's disability.

7.14.3 The amount of Catastrophic Leave hours awarded to a unit member cannot exceed the unit member's current number of assigned hours per week multiplied by the number of weeks remaining in the current semester. No Catastrophic Leave benefits can be provided for a semester in which the unit member is unable to begin an assignment. Compensation for all Catastrophic Leave hours shall be fifty-percent (50%) of the unit member's hourly rate.

7.14.4 Unit members must donate in order to use the Catastrophic Leave bank. Unit members may donate a minimum of one (1) hour and a maximum of ten (10) hours of sick leave per year. Upon separation from the district, unit members shall be allowed to donate unused sick leave to the bank. Unit Members shall be given the opportunity to contribute upon employment, and thereafter in May and November of each year. (See Human Resources for procedures). Nothing shall preclude CEFA from soliciting leave donations from unit members at any time during the college year if hours in the bank are insufficient to meet current requests.

7.14.5 Prior to returning to work, a unit member shall be required to present a doctor's statement stating the date the unit member is able to return to work.

7.15 Pursuant to Education Code 87784.5 a unit member may take up to 30 days of accrued paid leave in a fiscal year, less any days of personal necessity leave (authorized pursuant to Sections 87781.5 and 87784), in either of the following circumstances: (1) a biological parent may use leave pursuant to this section within the first year of his or infant's birth; or (2) A nonbiological parent may use leave pursuant to this section within the first year of legally adopting a child. Leave days authorized under this provision may be taken from an employee's existing sick leave and shall run concurrently with leaves authorized under the FMLA/CFRA. Nothing in this article implies that the District is obligated to offer the unit member an assignment for the semester following the use of this leave in order to continue the usage of this leave.

7.16 Parental Leave

- 7.16.1 Pursuant to Education code 87780.1, unit members may take up to a maximum of 12 weeks of leave for an absence occasioned by the birth or the placement of a child in connection with adoption or foster care, as provided by the California Family Rights Act (CFRA) codified in Government code Section 12945.2.
 - 7.16.2 Unit members must use all paid sick leave for the purposes of parental leave. Unit members taking this leave must have had scheduled assignments for the previous 12 months (excluding Summer and Winter Intersessions) prior to the start of the leave.
 - 7.16.3 A unit member who has started a fall or spring semester or summer or winter intersession assignment and whose sick leave, including current and accrued, has been exhausted, shall be compensated at fifty percent (50%) of his/her current semester assignment pay for the remaining period of the parental leave or the end of the current semester/intersession assignment, whichever comes first.
 - 7.16.4 Parental Leave must be taken within 12 months after the birth/placement of the child and during a period that the unit member has an active scheduled assignment.
- 7.17 Extended Absence Leave: Pursuant to Education Code 87786, a unit member who has started a fall or spring semester or summer or winter intersession assignment and whose sick leave, including current and accrued, has been exhausted, shall be compensated at fifty percent (50%) of his/her current semester assignment pay for the remaining period of the absence or the end of the current semester assignment, whichever comes first.

ARTICLE 8

GRIEVANCE PROCEDURE

8.0 Aim – The aim of this procedure is to secure, at the lowest possible administrative level, solutions to violations of the contract which may arise and affect the welfare or working conditions of unit members.

8.1 Definitions

8.1.1 Grievance – A formal written allegation by a unit member of the association of a violation resulting from a misinterpretation or misapplication of a specific article, section, or provision of this Agreement.

8.1.1.1 “Grievance”, as defined in this Agreement, shall be brought only through this procedure.

8.1.1.2 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 separate processes.

8.1.2 Grievant

- A. Any member of the bargaining unit covered by the terms of this Agreement;
- B. Any former unit member or members filing within thirty (30) days of when the unit member(s) knew or should have known of the occurrence of an alleged grievance.
- C. The Association.
- D. An officer of the Association authorized by an individual or group of unit member(s) to file the grievance on his/her/their behalf. The grievance must include the names of unit members on whose behalf the grievance is filed.

8.1.3 Day – A “day” (for the purposes of this “Grievance” article) is any instructional work day during the RSCCD Non-Credit Instructional Calendar, excluding Saturdays and Sundays.

8.1.4 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.

8.2 Time Limits

The grievant, association or district may request that

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

8.2.2 Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of the Grievance Procedure.

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

8.2.4 Time is of the essence in all processing of grievances.

8.3 Other Provisions

8.3.1 CEFA Grievance Rights - CEFA shall have the right to grieve as an organization.

8.3.1.1 Member Legal Rights - Nothing contained herein shall deny to any member his/her legal rights under state or federal constitutions and laws. 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.

8.3.2 The District shall not agree to a resolution of the grievance until CEFA has received a copy of the grievance and the proposed resolution and has been given ten (10) days to file a response. The grievant may be represented by an Association designated advisor(s) at all levels of the grievance procedure.

8.3.3 Grievance Processing – Limits

8.3.3.1 Any grievance which arose prior to the effective date of this Agreement shall be processed under the Agreement in effect at the time that the grievance was filed.

8.3.3.2 Any grievance which occurred or is alleged to have occurred and which the unit member knew or should have known more than thirty (30) days prior to notification at Level One with the immediate supervisors shall not be processed by the District.

8.4 Procedural Steps

Nothing contained herein shall be construed as limiting the right of any unit member having a complaint or alleged grievance to discuss the matter orally with the appropriate member of the administration, and to have the grievance adjusted, provided that the adjustment is not inconsistent with the terms of this Agreement.

Level One: Written

No later than thirty (30) days after a unit member knew or should have known of the occurrence of an alleged grievance, the grievant shall reduce the allegation to writing, with the remedy sought, on the District's Statement of Grievance Form (Exhibit "B" attached) and the grievant shall file a completed copy of the Statement of Grievance Form with his/her immediate supervisor. Within ten (10) days after such written grievance is filed, the grievant and the immediate supervisor shall meet to resolve the grievance. The

supervisor shall provide a written decision to the grievant within ten (10) days of the meeting or within twenty (20) days after receipt of the grievance. When the grievant is informed of the decision, the supervisor shall provide written notice to the President of the Association that a decision has been reached.

If the parties agree that the alleged violation was committed by an administrator other than the immediate supervisor, the grievance shall commence at the next appropriate level.

Level Two: Vice President

If the grievance has not been resolved at Level One, the grievant may appeal on the Grievance Form to the Vice President within ten (10) days of the written decision at Level One. The appeal shall include an exact copy of the grievance and remedy sought which was submitted at Level One. Within ten (10) days after such appeal is filed, the grievant and the appropriate administrator shall meet to resolve the grievance. The Vice President shall provide a written decision to the grievant within ten (10) days of the meeting or within ten (10) days after receipt of the appeal.

Level Three: Chancellor or Designee

If the grievance has not been resolved at Level Two, the grievant may appeal on the Grievance Form to the Chancellor or his/her designee, within ten (10) days of the written decision at Level Two. The appeal shall include an exact copy of the grievance and remedy sought which was submitted at Level One. Within ten (10) days after such appeal is filed, the grievant and the Chancellor or designee shall meet to resolve the grievance. The Chancellor shall provide a written decision to the grievant within ten (10) days of the meeting or within ten (10) days after receipt of the appeal.

Optional Mediation

Within ten (10) days after receipt of the decision at Level Three, the Association may give written notification to the Chancellor or his/her designee requesting optional mediation between the parties. The Association will initiate contact between the parties and the State Mediation and Conciliation Service to request a mediator within ten (10) days of its' District notification.

Level Four: Arbitration

In the event the grievant is not satisfied with the decision at Level Three she/he may, but only with the concurrence and participation of CEFA, within ten (10) days, give written notice to the Chancellor requesting arbitration.

- A. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to the American Arbitration Association/California Conciliation Service. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- B. The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning, and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commissions of an act prohibited by law or which violates the terms of this Agreement.
 - C. The decision of the arbitrator will be submitted to the Association and the Chancellor, and will be final and binding upon the parties.
 - D. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any procedure to appeal any hearing will be borne equally by the District and the Association. All costs, except for released time for the grievant(s), will be borne by the party incurring them.
- 8.5 No Reprisals: No reprisals will be taken by the Chancellor, member of administration or Board member against any aggrieved party, party in interest, member of the Association or participant in the grievance procedure by reason of such participation.

ARTICLE 9

ASSOCIATION RIGHTS

- 9.1 Equipment Usage – CEFA shall pay for its own supplies whenever using District office equipment. CEFA shall have free usage of typewriters and computer equipment when such are not otherwise in use.
- 9.2 Communications – CEFA is authorized to utilize such bulletin board space as is available at each District-owned site and to provide at its own expense CEFA bulletin boards of a reasonable size, number, and location. Communications placed on District bulletin boards by CEFA shall bear CEFA identification, be dated, and be subject to space and time usage and removal. CEFA shall have, without charge, reasonable use of intra-District mail system and email system, and may place CEFA-authorized communications in mailboxes. CEFA will be provided a designated telephone number which will be listed in current publications and a dedicated space at CEC and OEC. Each unit member shall be provided a mailbox.
- 9.3 Facilities Usage – Upon advance request, and with approval dependent on other District requirements, CEFA shall be granted usage of building facilities. Such usage shall be without cost unless special or additional costs are incurred by the District as a result of such usage.
- 9.4 Association Business – CEFA shall provide the names and official position of CEFA representatives authorized to discuss organizational matters with District employees.

Representatives not employed by the District shall, upon arriving at District locations, notify the administrator in charge and indicate the approximate length of their visit.

Representatives may engage in organizational activities provided they do not interfere with students or other unit members during hours of duty assignments.

Unit members may be contacted only during off-duty periods unless otherwise approved by the site administrator.

- 9.5 Board Minutes/Public Information – District shall furnish CEFA with one (1) copy of all official Board minutes and one (1) copy of each Board agenda “packet”, excluding all confidential information or materials as defined by law. Such “packets” shall be furnished at the same time as sent to the Board.

District shall furnish CEFA once each fiscal year, a copy of the District staff directory, if such is published.

Unit Member Rosters: Within thirty (30) calendar days of hire the District will provide to the Association the following information about a newly hired unit member: the unit member’s name, job title, assignment, work location, step/column placement on the appropriate salary schedule, date of hire, home address, work, home, and personal cell phone numbers, and any personal email addresses on file with the District. This information will be provided regardless of whether the newly hired employee was

previously employed by the District. In addition, the District will provide an electronic roster in editable format to the Association of this same information for all unit members on the last working day of September, January and May.

9.6 Release Time

9.6.1 Negotiations – A maximum of five (5) authorized unit members of the CEFA Collective Bargaining Committee shall be released from their regularly assigned duties, with pay, only when negotiating meetings are scheduled with Board representatives during regular working hours of the unit members involved.

9.6.2 Grievance Processing

9.6.2.1 CEFA shall furnish annually to the Director of Personnel, and update as required, a list of all officials and representatives authorized to act on CEFA's behalf. The list shall show name, title, campus location, and nearest campus phone contact.

9.6.2.2 An authorized CEFA official or representative appearing on a current furnished list shall be released from his/her regular assigned duties, with pay, only when grievance processing meetings are scheduled with management during the official or representative(s) regular working hours.

9.6.3 District Affairs -- In addition to the current release time for the processing of grievances and for negotiations, the Association shall have thirty additional released hours per contract year paid by the District to the Association President and/or President's designees for participation in official District/CEFA business. These hours will be paid when CEFA/District business (including grievances and negotiations) is conducted outside of the CEFA representatives' regular teaching /working hours.

9.6.4 Association business – in addition to articles 9.6.1, 9.6.2, 9.6.3, the district shall pay the reassign time at the current non-instructional rate for CEFA officers to complete CEFA business on a monthly basis to be reimbursed by CEFA at the end of each semester. The district shall pay all payroll costs. Said reassign time shall not count as part of the individual's teaching load.

9.7 Reprisals – District shall not take or permit any reprisals against unit members or representatives while engaged in legal association activities.

9.8 Calendar – District reserves the right to establish the days of instruction in consultation with CEFA for years subsequent to this Agreement.

9.9 Consultation – The parties agree that continuing communications involving employer-employee relations, specifically including administration of the contract in force, may be facilitated by consultation meetings.

Either party may request a consultation meeting where it believes a resolution of a problem or problems may be feasible.

The party requesting such a meeting shall, in writing, submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved, and, the date, place, and time requested. The receiving party shall, within five (5) workdays, notify the requesting party of agreement or nonagreement to the meeting.

Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. It is agreed that these meetings are not designed to, not intended to, bypass or substitute in any way for the Grievance Procedure and shall not constitute any invitation to renegotiate any provisions of the Agreement.

All unit members shall be provided written copies of any changes approved as a result of these meetings.

- 9.10 Unit Handbooks – District will furnish each unit member (either electronically or in printed form) a unit handbook. Sufficient copies of the unit handbook shall be supplied to CEFA for CEFA representatives' usage.
- 9.11 Copies of Agreement – The District shall print or duplicate and provide without charge, a copy of the Agreement to all unit members. Each unit member shall also be provided without charge a copy of any written changes agreed to by the parties during the life of this Agreement. The district shall be responsible for distribution of the contract. The District shall provide each newly hired unit member with a copy of this agreement.
- 9.12 Job Openings – When full-time, tenure track position openings occur, notices shall be distributed to CEFA and all unit members' via email and shall be posted on appropriate bulletin boards. Openings shall be announced for a minimum of ten (10) days before the deadline date for contract positions, and whenever possible, shall be announced for a minimum of ten (10) days before the deadline date for other positions.

Any unit member who possesses the necessary minimum qualifications may apply and be given consideration for such position. Unit members who are not selected for a full-time/tenure track opening may request information from the district Human Resources Department regarding the recruitment process and criteria used for the selection of candidates.

9.13 Assignments

Scheduled Assignments will be given thirty (30) days in advance of the first day of instruction. When an assignment is changed, the unit member shall be informed as soon as possible and reasons for the change may be requested in writing. When a new assignment is created outside of the normal scheduling process or becomes available, unit members will be notified as soon as possible.

New or vacated Coordinator positions shall be distributed via email to unit members and shall be posted for a minimum of five (5) days before the deadline date to apply.

- 9.14 Complaints – Unless other investigation procedures are prescribed by applicable code or regulation, the following procedures shall be used to address complaints by and against unit members.

Whenever a unit member has a complaint about another unit member, student, community member or colleague, the unit member shall present the complaint either verbally or in written form to the supervising administrator. If the unit member does not receive a response to the complaint within ten (10) working days, the unit member may forward the complaint to the appropriate vice president.

Whenever complaints about a unit member are made to the district's administration and/or Governing Board by students, community members, colleagues, administration or special funding agencies, the unit member shall be informed in a timely manner.

If any individual or group, as cited above wishes to file a complaint against a unit member, the unit member is entitled to the following due process:

1. The signed written complaint shall be delivered to the unit member(s) about whom the complaint is regarding. In the event that a complaint is oral, a summary of the complaint will be written by the responsible administrator, and shall be delivered to the unit member(s) about whom the complaint is regarding.
2. The unit member shall have the right to meet with and discuss the complaint with the responsible administrator, and may request the meeting include the complainant(s) and/or witnesses.
3. The unit member shall have the right to present evidence in his or her own behalf.
4. The unit member shall have the right to be represented by CEFA.
5. No negative employment decision will be made by the district on the basis of a complaint unless the above process has been followed.

- 9.15 Faculty Meetings – Any faculty meeting for unit members shall be scheduled, whenever possible, when minimal number of classes are in session, shall not exceed one-half (1/2) hour if held during one-hour lunch periods, and shall be announced in advance. Management may authorize classes to be dismissed up to one-half (1/2) hour early for the purpose of mandatory faculty meetings.

Unit members attending meetings during their non-scheduled work hours shall be compensated at the non-teaching hourly rate for such attendance.

- 9.16 Professional Conferences – Unit members may be given released time to attend professional conferences when it is deemed by the district that such attendance would be mutually advantageous to the District and the member.
- 9.17 Representation – CEFA upon request of a unit member, shall have the right to represent that member in any meeting with any supervisor or the Board of Trustees if the unit member has reasonable cause to believe that the subject of the meeting may be disciplinary in nature.

9.18 Advisement of Assignment Expectations – When a unit member is offered an assignment at an outside agency (such as a community based organization or special funding agency) he/she shall be advised of District expectations and special requirements agreed upon by the District and the agency.

9.19 Unit Member Orientations and Onboarding;

The District will provide to the Association at least ten (10) calendar days advance notice of the Fall Faculty Assembly (and a similar Spring meeting if held) and CEFA designated leadership will be given an opportunity to speak to CEFA unit members during said meeting(s).

CEFA will also have an opportunity to hold FLEX workshops every semester for unit members.

The District will include the CEFA membership application form and member benefits pamphlet in any employee orientation or onboarding packet of district materials provided to any newly hired unit members. CEFA shall provide the copies of the CEFA membership materials to the District for distribution.

The District will collect the membership application form and notify the Association President or Designee that the form(s) is available for pick-up.

ARTICLE 10

DUES DEDUCTION

- A. CEFA shall provide the District with a list certified by an authorized CEFA representative identifying all dues paying members from whose salary or wages the dues deduction is to be made and notify the District within 10 days of any change to the certified list.
- B. The District shall deduct dues from the wages of all CEFA dues-paying unit members identified on the most recent certified list of dues paying unit members received from CEFA.
- C. CEFA shall completely indemnify and hold the District and its officers, employees and agents harmless from any and all claims, proceedings, demands or suits, liability, or other action taken or not taken by or on behalf of the District arising from provisions contained in this Article, and to reimburse the District for its cost in defending against such claims, proceedings or liability.

ARTICLE 11

WAGES AND HOURS

11.1 Salaries

Effective on the first day of the 2018 Fall Semester, a 3.21% adjustment (State-Funded COLA 2.71% plus 0.5%) will be granted to the salary schedules in Section 11.1. The additional 0.5% over COLA is in recognition of the District's goal to provide competitive wages.

New schedules will be inserted upon completion of negotiations.

| INSTRUCTION | Column I | | | Column II | | | Column III | | |
|--|--------------------|---------|--|---------------------|---------|--|---------------|---------|--|
| STEP | LESS THAN MASTER'S | | | MASTER'S | | | MASTER'S + 30 | | |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | \$50.25 | | | \$51.51 | | | \$52.81 | |
| 4 | | \$51.51 | | | \$52.81 | | | \$54.12 | |
| 5 | | \$52.81 | | | \$54.12 | | | \$55.48 | |
| 6 | | \$54.12 | | | \$55.48 | | | \$56.86 | |
| | | | | | | | | | |
| Non-credit counselors salary paid by the district during 2008-2009 shall continue at that same rate until the schedule below increases to the 2008-2009 rate of pay. If any of the non-credit counselors leave the unit and return at a later date, their rate of pay will continue at what is was as of 2008-2009, or the schedule below, whichever is greater. | | | | | | | | | |
| | | | | | | | | | |
| COUNSELING | Column I | | | Column II | | | Column III | | |
| STEP | LESS THAN MASTER'S | | | MASTER'S | | | MASTER'S + 30 | | |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | \$42.71 | | | \$43.78 | | | \$44.88 | |
| 4 | | \$43.78 | | | \$44.88 | | | \$46.00 | |
| 5 | | \$44.88 | | | \$46.00 | | | \$47.16 | |
| 6 | | \$46.00 | | | \$47.16 | | | \$48.34 | |
| | | | | | | | | | |
| | | | | | | | | | |
| NON-INSTRUCTION | Column I | | | Column II | | | Column III | | |
| STEP | LESS THAN MASTER'S | | | MASTER'S | | | MASTER'S + 30 | | |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | \$25.13 | | | \$25.76 | | | \$26.40 | |
| 4 | | \$25.76 | | | \$26.40 | | | \$27.07 | |
| 5 | | \$26.40 | | | \$27.07 | | | \$27.74 | |
| 6 | | \$27.07 | | | \$27.74 | | | \$28.44 | |
| | | | | | | | | | |
| | | | | | | | | | |
| COORDINATION OR CURRICULUM DEVELOPMENT | Column I | | | Column II | | | | | |
| STEP | LESS THAN MASTER'S | | | MASTER'S OR GREATER | | | | | |
| 1 | | \$40.87 | | | | | \$41.89 | | |
| | | | | | | | | | |
| | | | | | | | | | |
| See Article 11.2 Placement on Salary Schedules | | | | | | | | | |

11.2 Placement on Salary Schedules

New unit members shall be placed on the first step of the appropriate class.

Advancement to the next step shall occur upon completion of three (3) semesters of service. A semester of service means that a unit member teaches at least 75% of the semester length.

Time worked as a substitute, summer school unit member, site administrator or in the credit program shall not count toward step placement.

Unit members who possess at least 30 semester units beyond the Master's Degree will be placed on MA+30 column effective on the first day of the semester following the submission of official transcripts to the District documenting the coursework.

11.3 Unit Member Work Load

Effective January 1, 2009, hourly unit members with classroom teaching assignments may be scheduled up to sixteen point seventy-five (16.75) hours per week within the District. For purposes of compliance with the Affordable Care Act (ACA) each hour of classroom instruction shall include 0.5 hours for preparation and grading.

Hourly counselors may be scheduled up to twenty-three point forty-five (23.45) hours per week within the District.

Hourly coordinators may be scheduled up to twenty-six point eighty (26.8) hours per week within the District.

A unit member with any combination of the above assignments shall have a weekly limit proportional to the type of assignment held, and in no case shall a weekly assignment exceed sixty-seven percent of a full time assignment.

To calculate a combined limit, the calculation must begin with the assignment with the lowest weekly hourly limit (first teaching assignment, then counseling, then coordination.) For example: (12 hours teaching=48% of a full time assignment) + (7.6 hours coordination = 19% of a fulltime assignment) = 67% of a full time assignment.

For purposes of calculating service credit in the State Teachers Retirement System (CalSTRS) and in accordance with the requirements of Education Code Sections 22138.5, a full time equivalent annual assignment is defined as follows:

Non-Credit (Adult Education) Instructors 875 hours (25 hrs. x 35 wks)
Counselors 1365 hours (35 hrs. x 39 wks)

11.4 Ancillary Activities:

Per Education Code 87482.5 c (1) unit members may be assigned ancillary activities, such as but not limited to governance, staff development, grant writing, staff meetings, and advising student organizations and that all hours worked in ancillary activities shall not be used for purposes of calculating eligibility for contract or regular status. Ancillary

activities are not counted in the calculation of hourly assignment limits. These hours are paid at the non-instructional rate.

Additional Assignments: The District shall determine in advance the number of hours a voluntary assignment is worth. Unit members shall be paid their own hourly non-instructional rate for the number of hours the district has pre-determined the assignment is worth upon completion of the assignment. Assignments include, but are not limited to, supplemental grading outside of regular teaching assignment, club advisors, curriculum development, etc.

11.5 Flex for Teaching Unit Members:

All flex days shall be fixed and noted on the non-credit instructional calendar and compensation for those flex days shall be paid in the next following pay period after those days occur.

Unit members will be eligible for compensation for flex activities each semester. The amount of eligible flex activity will be expressed in “hours” based upon the unit member’s teaching assignment on the designated flex days. Maximum flex hour obligation each semester will be calculated by the unit member’s teaching load on the designated flex days multiplied by 1.5. Therefore, a 12 hour load on the designated flex days would equal a maximum of 18 hours (12 hours x 1.5) of flex time obligation for the semester.

Unit members who are unable to complete their semester flex obligation during the designated flex week may complete additional flex activities during the semester and receive compensation for those activities. Any additional flex activities must be completed and reported to the member’s immediate supervisor by the first day of the last month of the semester. Compensation for those additional flex activities will be paid in the next pay period.

Separate accounting for flex activities will be made each semester, based upon the unit member’s assignment in that semester. Each semester will be treated as a discrete period for flex activities. Flex hours cannot be shifted from one semester to the other.

Unit members assigned to certain programs (such as Inmate Education) may not be required to complete flex activities. These unit members shall be notified by their administrator if they are exempt from flex activities. If these unit members are authorized to attend flex activities by the District outside of their regularly scheduled assignment, they will be compensated at their non-instructional rate.

Counselors and Coordinators who are authorized to attend flex activities by the District outside of their regularly scheduled assignment will be compensated at their hourly rate.

11.6 Canceled Classes

When a class is held in a non-District facility, the Dean will notify the unit member in writing that the facility is subject to closure and could result in the class being canceled on occasion. When a unit member has not been notified of a class cancellation and shows up, the District will pay the unit member for one hour or will attempt to reschedule the class.

11.7 Effective July 1, 2000, unit members shall be eligible to enroll in the District's IRS Section 125 Flexible Benefit Plan for Health Care Expense Reimbursement and Dependent Day Care Expenses.

11.8 Inmate Education Program:

11.8.1 Unit members will be compensated at the non-instructional rate if they are kept in the jail facility during a lock down. This time is an ancillary activity. Unit members will submit to the District at time card with the actual hours the unit member was in lock down.

11.9 Pay by Lecture Hour Equivalent (LHE)

Unit members who perform work as: classroom teachers; counselors; hourly coordinators will be paid by Lecture Hour Equivalent ("LHE") and will not be required to submit time cards. Unit Member Work Load will be up to 20 LHE total for Fall and Spring Semesters. This is 67% of full-time faculty LHE, which is 30 LHE total for Fall and Spring Semesters. Winter and Summer are excluded from this 20 LHE total.

The LHE formula is based on the number of hours a full-time faculty member doing the same assignment must work to achieve a full workload, divided by the standard number of hours for a credit full-time faculty member. The standard number of hours for full-time credit faculty is 15. The standard number of hours for full-time non-credit classroom teachers is 25. The standard number of hours for full-time coordinators is 40. The standard number of hours for full-time counselors is 35 hours.

To calculate the equivalent hours to LHE the following formula is used: Maximum hours available (maximum hours per week X 35 weeks (contract limit) which is divided by the maximum annual LHE (20 LHE) to obtain the hours per one (1) LHE. Therefore, the LHE pay rate will be:

Instructors: 30 hours equals one (1) LHE
Coordinators: 47 hours equals one (1) LHE
Counselors: 42 hours equals one (1) LHE

Total Hours Divided by 30 = Teaching LHE
Total Hours Divided by 47 = Coordinator LHE
Total Hours Divided by 42 = Counselor LHE

LHE Multiplied by 30 = Teaching Hours
LHE Multiplied by 47 = Coordinator Hours
LHE Multiplied by 42 = Counselor Hours

Example Calculation: Tom Smith is assigned 10 hours per week as a Coordinator and 3 hours per week as a Continuing Education Instructor for the Fall semester (15 weeks). Calculating his Hours to LHE is as follows:

Coordinator 10 hours per week (x 15 weeks) divided by 47 Factor = 3.19 LHE
C.E. Instructor 3 hours per week (x 15 weeks) divided by 30 Factor = 1.50 LHE
Total LHE = 4.69 LHE

ARTICLE 12

ASSIGNMENTS

12.1 Definitions

Assignment – the course title, time, days.

Reassignment – change in either course, time, days, site or a combination thereof.

Site – the instructional facility of the unit member’s assignment.

Vacancy – any assignment that has no assigned bargaining unit member

12.2 Unit Member Employment Preference Rights

Section 1 Eligibility:

- a. All unit members in teaching or counseling assignments through Santa Ana College School of Continuing Education and/or Santiago School of Continuing Education excluding an ancillary assignments, such as facilitators, coordinators, etc.; assignments in the Inmate Education programs; and assignments in K-12 school district Bridge programs.
- b. Unit members who would be vested (per the language in Article 12 of the 2015-18 Collective Bargaining Agreement) as of the Fall semester of 2018 are grandparented in to Employment Preference Rights. This does not include any classified employees who may have had additional teaching or counseling assignments prior to July 1, 2018.
- c. Except as provided in section 1.b above, CEFA faculty who have been employed for eight (8) semesters or more, and have been assigned at least one class or counseling assignment for at least three semesters which occurred in the most recent two (2) years, and whose two most recent evaluations indicate a rating of “meets expectations” or “exceeds expectations” in all categories shall be granted employment preference rights.

Section 2 Preference Right of Assignment During Initial Schedule Development:

Any CEFA unit member with employment preference rights for teaching assignments shall have priority of assignment to maintain current hours of employment based upon the previous semester. Unit members with employment preference will be scheduled for up to twelve (12) instructional hours per week in their discipline, within the college and department in which the employment preference rights were earned.

This priority of assignment shall be honored during fall and spring semesters only.

The class(es) will be assigned from those that the unit member has taught during the previous four (4) years and/or that the department chair and supervising administrator mutually agree that the instructor is qualified to teach, with consultation with the unit member. The renaming of a class by the District or State does not change the qualifications necessary for the unit member to teach the newly renamed class.

The class assignment shall be made within the time period the CEFA unit member has designated as preferable if appropriate classes are scheduled in that time period and are available for CEFA assignment. The CEFA faculty with employment preference rights shall be assigned before CEFA faculty without preference rights and before new faculty are hired provided that the instructor with preference rights is available to teach the class.

Any CEFA unit member with employment preference rights for counseling assignments shall have priority of assignment to maintain current hours of employment based upon the previous semester up to sixteen (16 hours per week, within the college and department in which the employment preference rights were earned.

Section 3 Additional Assignments:

After the initial scheduling process in Section 2 has been completed, whenever additional assignments become available, the site (CEC or OEC) shall notify all unit members via email of the assignment. The notification shall specify the class/assignment, location, days and hours. The notification shall specify a deadline for the receipt of responses, which shall be no less than two business days after the release of the notification. CEFA unit members with preference rights who have expressed an interest in the assignment shall be given preference over other unit members and non-employees. Members without preference rights shall be given preference over non-employees. These preferences shall be limited to the criteria identified in section 2 for establishing preference rights.

Section 4 Suspension of Employment Preference Right:

- a. This employment preference right is suspended when a CEFA unit member:
 1. receives an evaluation performance rating of “does not meet expectations” in any category; or
 2. has a break in service wherein he CEFA unit member has not taught or received a counseling assignment in Fall or Spring semester for two (2) years or more, or
 3. has resigned or retired from the District. In the event the District decides to rehire a former unit member within two years of separation, the unit member will have their reemployment preference reinstated. The decision to rehire a former unit member is at the sole discretion of the District; or
 4. repeatedly fails to comply with the Unit Member Responsibilities listed in Article 16 after notice of such failure and an opportunity to improve has been provided to the unit member.

The employment preference right is reinstated when the CEFA unit member receives two (2) consecutive “meets expectations” or “exceeds expectations” rankings for all of the four categories of evaluation. These evaluations will occur the next two (2) semesters that the unit member actually works.

- b. A unit member who is dismissed based upon the grounds enumerated in Education Code 87732 shall forfeit all employment preference rights.

Section 5 Workload/Schedule Reduction:

If, prior to initial schedule development, reductions of class offerings are required, unit members with employment preference rights shall be offered assignments in accordance with the process outlined in Section 2. If reduction of class offerings are required after the initial schedule development process outlined in Section 2, unit members with preference rights affected by the reductions shall not have bumping rights over unit members without preference rights.

- 12.3 Full-Time Vacancies – Full-time vacancies which occur shall be posted for ten (10) working days at all Continuing Education administrative areas to afford all unit members the opportunity to apply for them.

- 12.4 Notice of Assignment – Scheduled Assignments will be given thirty (30) days in advance of the first day of instruction. When an assignment is changed, the unit member shall be informed as soon as possible and reasons for the change may be requested in writing.

- 12.5 Contingent Status of Reemployment:

In all cases, CEFA unit member assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes. No CEFA unit member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that CEFA temporary unit member.

- 12.6 Requests for Reassignment – Prior to June 1, (for Fall Term), November 1, (for Spring Term and May 1, (for Summer Term), a unit member may request a change in work site. Unit members who wish to apply for a change in work site shall submit a written request to the appropriate Vice President specifying the worksite and assignment desired. The Vice President shall acknowledge the request in writing. Requests will be retained and considered by the receiving administrator for the current academic year. Unit members who have requested reassignment shall be notified of open assignments.

ARTICLE 13

PERSONNEL FILES

13.1 Personnel Files

- 13.1.1 The official personnel file of each unit member shall be maintained at the District's central administration office. No adverse action shall be taken against a unit member based upon written material which is not contained within the official personnel file, unless otherwise required by law.
- 13.1.2 Pursuant to Education Code 87031, information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments. The review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.
- 13.1.3 A unit member shall have the right during the member's nonworking hours, but during the regular hours of the Office of Human Resources, to examine all materials (except for those obtained prior to employment or which were prepared by identifiable examination committee members or were obtained in connection with a promotional examination) contained within the official personnel file. Advance appointments for examinations may be required, and scheduled, with District representatives.
- 13.1.4 Official personnel files are considered confidential and are available for review only to those persons having a legal right or authorization to inspect.
- 13.1.5 District shall have a representative present when any official personnel file is examined.

ARTICLE 14

MILEAGE AND CONFERENCE REIMBURSEMENT

- 14.1 District shall reimburse unit members for mileage for personal automobile when used on authorized District business at the rate currently established by the IRS.
- 14.2 Unit Members who are assigned to off-site locations are expected to visit the Administrative Offices once per week and shall be reimbursed for a one-way trip, unless pre-authorized by Administration for round-trip, at the current IRS mileage rate from their off-site location to the Administrative Office.
- 14.3 Expenses incurred through attendance at approved conferences shall be reimbursed subject to budget restraints.

ARTICLE 15

HEALTH AND SAFETY

- 15.1 To ensure exposure to unsafe conditions is minimized, unit members are required to be safety conscious in their own actions and to report, in writing, any alleged unsafe conditions to the district site administrator (see Appendix A. The site administrator shall forward written reports regarding unsafe conditions to the District Safety Coordinator with copies to CEFA. The District Safety Coordinator shall respond to CEFA as to the action to be taken on the reported conditions. Where no action is to be taken, the reasons, in writing, shall be furnished for the inaction to CEFA.
- 15.2 No unit member shall be discriminated against as a result of reporting any condition believed to be a safety violation. Unit members shall not be required to work under unsafe conditions or to perform tasks, which endanger their health, safety, or well-being.
- 15.3 Any threat against a unit member shall be reported as soon as possible to the unit member by the site supervisor receiving the threat. Any unit member who receives a threat against another unit member, employee, or student, shall immediately communicate that threat to the appropriate site supervisor.
- 15.4 CEFA shall have two designated seats on any campus, site, or district-wide safety committee. Agendas and minutes of all safety committee meetings shall be distributed to the CEFA President.
- 15.5 In order to provide for a safer environment, safety report forms shall be available to unit members at a central location at Centennial Education Center and the Orange Education Center.
- 15.6 Class size maximums shall be established in accordance with all applicable safety regulations for room capacity.

ARTICLE 16

UNIT MEMBER RESPONSIBILITIES

- 16.1 Unit members shall be responsible to be present in the assigned classroom and ready to begin instruction in accordance with the class schedule.
- 16.2 Unit members are responsible to give proper notification of absences as far in advance as possible utilizing processes designated by the site administration.
- 16.3 Unit members shall be responsible for compliance with District and campus policies and procedures, to the extent not inconsistent with this Agreement, and for compliance with provisions of this Agreement.
- 16.4 Unit members shall be responsible for the timely submission of attendance records and grades and compliance with other reasonable administrative requirements as directed.
- 16.5 Unit members shall be responsible for compliance with campus exit/clearance processes, as directed, for the return of equipment, keys, parking passes and library cards and materials and other District property at the conclusion of the assignments.
- 16.6 Unit members shall maintain a current address and telephone number with the Office of Human Resources and shall provide written notice within thirty (30) days of any change.

ARTICLE 17

EFFECT OF AGREEMENT

- 17.1 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 and over State laws to the extent permitted by State law.
- 17.2 If any provisions of this Agreement are held contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law; but all other provisions will continue in full force and effect.
- 17.3 During the term of this Agreement, the District and CEFA expressly waive and relinquish the right to bargain collectively on any matter:
- A. Whether or not specifically referred to or covered in this Agreement.
 - B. Even though not within the knowledge of contemplation of either party at the time of negotiations;
 - C. Even though during negotiations the matters were proposed and later withdrawn.
- 17.4 All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control. There are no provisions in this Agreement that shall be deemed to limit or curtail the District in any way in the exercise of its rights, power, and authority which the District had prior to the date this Agreement was entered into unless and only to the extent that the provisions of this Agreement specifically curtail or limit such rights, powers, and authority.

ARTICLE 18

DURATION

This Agreement between the Board and CEFA shall become effective July 1, 2018, and remain in effect until June 30, 2020.

The agreement shall constitute the full and complete commitment between both parties and shall superseded and cancel all previous agreements, both written and oral.

For the duration of this agreement, the District and CEFA shall meet and negotiate during the 2018 – 19 year on Article 11 – Wages and Hours and each party may also reopen on one other article of its choice.

HAZARD NOTIFICATION REPORT

This form is to be used by employees to provide a safety suggestion or report an unsafe practice or condition. Forms should be routed to the District Safety Officer either directly or through the employee's supervisor. Reports will be investigated by the District Safety Office. The reporting party will be informed of any action taken. Employees are protected from reprisal or discrimination related to submitting a safety report or suggestion.

Description of Unsafe Condition or Practice:

Causes or Contributing Factors:

Employee Suggestion For Improving Safety:

Name of Supervisor _____ Supervisor Notified ____ Yes ____ No

Work Area or Station _____ Date _____

Employee Name _____
(Optional)



Exhibit B

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CONTINUING EDUCATION FACULTY ASSOCIATION
STATEMENT OF GRIEVANCE FORM**

Grievance: _____

| | |
|--|-----------------------------------|
| EMPLOYEE NAME: | DEPARTMENT: |
| 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 REQUIRED TO RESOLVE THIS ALLEGED GRIEVANCE: | |
| Date of Alleged Grievance: | Date of Filing of this Statement: |
| Date of Informal Discussion: Level 1 | Date of Oral/E-mail Response: |

| | |
|--|---|
| LEVEL ONE/Written Statement of Grievance Form must be attached and filed with immediate supervisor. | LEVEL ONE |
| IMMEDIATE SUPERVISOR DECISION ON ALLEGED GRIEVANCE: * (Decision due within 10 days of meeting or within 20 days after receipt of the grievance.) | DATE OF RECEIPT: |
| | DATE OF RESPONSE: |
| | GRIEVANCE RESOLVED: |
| | GRIEVANCE DENIED: |
| LEVEL TWO (Appeal must be submitted within 10 days of written decision at Level One) | LEVEL TWO |
| APPROPRIATE VICE PRESIDENT DECISION ON ALLEGED GRIEVANCE: (Written decision due within 10 days of meeting or within 10 days after receipt of the appeal.) | DATE OF RECEIPT: |
| | DATE OF RESPONSE: |
| | GRIEVANCE RESOLVED: |
| | GRIEVANCE DENIED: |
| LEVEL THREE (Appeal must be submitted within 10 days of written decision at Level Two) | LEVEL THREE |
| CHANCELLOR OR DESIGNEE, DECISION ON ALLEGED GRIEVANCE: (Written decision due within 10 days of meeting or within 10 days after receipt of the appeal.) | DATE OF RECEIPT: |
| | DATE OF RESPONSE: |
| | GRIEVANCE RESOLVED: |
| | GRIEVANCE DENIED: |
| LEVEL FOUR/ARBITRATION (Must be filed within 10 days with the concurrence and participation of CEFA) | LEVEL FOUR |
| DATE OF CEFA REQUEST FOR BINDING ARBITRATION: | DATE OF RECEIPT BY DISTRICT: |
| SIGNATURE OF AUTHORIZED CEFA REPRESENTATIVE: | DATE OF ARBITRATOR'S DECISION: |
| ATTACH ARBITRATOR'S DECISION. | 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. |

* Definition: Per Article: 8.1.3: A "day"...is any day on which the central administrative office of the District is regularly open for business.

Revised 1/08/05sas

RSCCD NON-CREDIT INSTRUCTIONAL CALENDAR 2018 - 2019

| | Sun | Mon | Tue | Wed | Thu | Fri | Sat | |
|------------------|-----|-----|-----|-----|-----|-----|-----|---|
| AUGUST | 12 | 13 | 14 | 15 | 16 | 17 | 18 | <i>Faculty Projects: August 13-17</i> |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 | Fall 2018: Instruction Begins August 20 |
| | 26 | 27 | 28 | 29 | 30 | 31 | 1 | <i>Labor Day: September 3</i> |
| SEPTEMBER | 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 | |
| OCTOBER | 30 | 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 | 1 | 2 | 3 | |
| NOVEMBER | 4 | 5 | 6 | 7 | 8 | 9 | 10 | |
| | 11 | 12 | 13 | 14 | 15 | 16 | 17 | <i>Veterans Day: November 12</i> |
| | 18 | 19 | 20 | 21 | 22 | 23 | 24 | <i>Thanksgiving Break: November 22-24</i> |
| | 25 | 26 | 27 | 28 | 29 | 30 | 1 | |
| DECEMBER | 2 | 3 | 4 | 5 | 6 | 7 | 8 | End Fall 2018 - December 14 |
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 | <i>Winter Recess: December 17 - January 1</i> |
| | 16 | 17 | 18 | 19 | 20 | 21 | 22 | |
| | 23 | 24 | 25 | 26 | 27 | 28 | 29 | |
| JANUARY | 30 | 31 | 1 | 2 | 3 | 4 | 5 | <i>Faculty Projects: Jan 2, 3, & 4</i> |
| | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Spring 2019: Instruction Begins January 7 |
| | 13 | 14 | 15 | 16 | 17 | 18 | 19 | <i>Martin Luther King Day: January 21</i> |
| | 20 | 21 | 22 | 23 | 24 | 25 | 26 | |
| | 27 | 28 | 29 | 30 | 31 | 1 | 2 | |
| FEBRUARY | 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
| | 10 | 11 | 12 | 13 | 14 | 15 | 16 | <i>Lincoln's Birthday: February 15</i> |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 | <i>President's Day: February 18</i> |
| | 24 | 25 | 26 | 27 | 28 | 1 | 2 | |
| MARCH | 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 | <i>Cesar Chavez Day Observed: March 29</i> |
| APRIL | 31 | 1 | 2 | 3 | 4 | 5 | 6 | <i>Spring Break April 1-6 (Subject to Change)</i> |
| | 7 | 8 | 9 | 10 | 11 | 12 | 13 | |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 | |
| | 28 | 29 | 30 | 1 | 2 | 3 | 4 | <i>OEC Commencement: May 16</i> |
| MAY | 5 | 6 | 7 | 8 | 9 | 10 | 11 | <i>CEC Commencement: May 17</i> |
| | 12 | 13 | 14 | 15 | 16 | 17 | 18 | End Spring 2019 - May 17 |
| | 19 | 20 | 21 | 22 | 23 | 24 | 25 | Summer Session: Instruction Begins May 20 |
| | 26 | 27 | 28 | 29 | 30 | 31 | 1 | <i>Memorial Day: May 27</i> |
| JUNE | 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 | |
| JULY | 30 | 1 | 2 | 3 | 4 | 5 | 6 | <i>Independence Day Observed: July 4</i> |
| | 7 | 8 | 9 | 10 | 11 | 12 | 13 | |
| | 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| | 21 | 22 | 23 | 24 | 25 | 26 | 27 | End Summer Session - July 27 |
| | 28 | 29 | 30 | 31 | 1 | 2 | 3 | |
| AUGUST | 4 | 5 | 6 | 7 | 8 | 9 | 10 | |

Board Approved: 02/26/2018

RSCCD noncredit programs operate on an open-entry/open-exit year-round calendar. Term dates may be adjusted throughout the academic year in response to changing district, site and student needs.



Part-time Faculty Classroom/Worksite Observation Report

Name: _____
(Please print faculty member's name)

Date: _____
(Date of observation)

Class: _____

| | |
|---|--|
| I. Currency and Depth of Knowledge: | Check one: <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> *Does Not Meet Expectations |
| II. Methods and Techniques of Instruction/Responsiveness to Students: | Check one: <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> *Does Not Meet Expectations |
| III. Organizational Skills: | Check one: <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> *Does Not Meet Expectations |
| IV. Professional Responsibilities: | Check one: <input type="checkbox"/> Exceeds Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> *Does Not Meet Expectations |

**Comments regarding performance that does not meet expectations should include specific citations of weakness and specific recommendations for improvement.*

Observer: (please print) _____ **Date:** _____ **Signature:** _____

Dean: (please print) _____ **Date:** _____ **Signature:** _____

Faculty Member: (please print) _____ **Date:** _____ **Signature:** _____

Note: Per Article 6.11.1, my signature only denotes receipt of the document, not agreement with the contents.

Original: Return to Supervising Administrator (Administrator submits evaluation to Human Resources Department)

Classroom/Worksite Observation Criteria

The following criteria are provided to assist the evaluator in the preparation of the observation report. Effective performance may include, but is not limited to the following:

Currency and Depth of Knowledge

- Material presented relates to course and class outlines
- Material presented requires students to generalize, compare, contrast, analyze or synthesize
- Material is presented at a level promoting student understanding
- Identifies questions appropriate to the course or current discussion

Methods and Techniques of Instruction/Responsiveness to Students

- Engaged students so they remain for entire class/laboratory session
- Employs visual aids/handouts
- Instructor talks to the class
- Talks to the class using understandable vocabulary and patterns of speech
- Nonverbal communication supports instruction and sustains attention
- Humor, voice levels and eye contact are used appropriately
- Divergent points of view are noted where appropriate for understanding
- Students are addressed by name
- Questions are used to engage students
- Key student contributions are summarized
- Promotes positive attitudes of students toward fellow students
- Responds positively to student nonverbal clues indicating boredom, curiosity, confusion, or frustration

Organizational Skills

- Handled students coming late/leaving early appropriately
- Instructor arrives on time and holds class for the assigned time
- Sufficient time is given for responses to and from students
- Visual aids/handouts are visible, clear, and organized
- Instructor responds to individual/group needs

Professional Responsibilities

- Responsible for being present in the assigned classroom and ready to begin instruction in accordance with the class schedule
- Responsible for the timely submission of attendance records, course syllabi, rosters, and grades and complying with other reasonable administrative requirements as directed
- Responsible for participating in the assessment of the effectiveness of student learning
- Responsible for participating in Flex obligations as required by assignment
- Responsible for reading and responding to emails in a timely manner
- Responsible for giving proper notification of absences as far in advance as possible utilizing processes designated by the site administration
- Responsible for complying with District and campus policies and procedures, to the extent not inconsistent with this Agreement, and for compliance with provisions of this Agreement