

ARTICLE 6

EVALUATION PROCEDURES

~~AND EXHIBIT D-EVALUATION FORM~~

6.1 Aim of Evaluation

Evaluation is a tool by which the District assesses the performance of the unit members. There are two major aims of evaluation. The first is the improvement of interaction with students.. 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~~ Prior to conducting an evaluation, ~~site directors~~ evaluators will be given training in discipline content areas, CEFA contractual procedures, and methodologies of evaluation.

CEFA will have an opportunity to review the training no less than thirty calendar days prior to the initial training, or at any time the District modifies the training.

Evaluators will complete this training prior to performing their first evaluation and then once every three years.

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

47 are to be evaluated will be notified of the names of persons who will evaluate each
48 term.
49

50 6.4 Review of Course Objectives, Content, and Methods to Be Applied to Evaluation 51

52 6.4.1 Unit Members working in the classroom, via remote synchronous methods, or
53 working online asynchronously: The appropriate site administrator or designee
54 shall:
55

56 (a) Provide the unit member an approved current course outline for each
57 assigned course, within one (1) week of the time the assignment is made
58 unless the unit member has previously received such an outline.
59

60 (b) If so requested review these course-related materials with unit member prior
61 to classroom visit.
62

63 (c) Each unit member shall provide for the appropriate administrator a copy of
64 the course overview. The course overview will be distributed to students
65 when appropriate. The course overview will include (1) topical course
66 content, (2) major objectives and assignments, evaluation methods, and
67 bibliography, as appropriate.
68

69 6.4.2 Unit members working as Counselors and Coordinators:
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71 (a) The evaluation will focus on their primary responsibilities.
72

73 6.5 Frequency of Evaluation 74

75 6.5.1 Unit members shall be evaluated by the appropriate administrator or designee the
76 first semester or term of employment. Subsequent evaluations shall be made once
77 during the second year of employment, and every three (3) years thereafter. For
78 members working in the classroom, via remote synchronous methods, or working
79 online asynchronously, the evaluation shall be on the negotiated form found in
80 Exhibit D. For members working as counselors, the evaluation form shall be on
81 the negotiated form found in Exhibit F. It shall be signed by the appropriate
82 administrator and shall be transmitted to the appropriate Vice President and then to
83 Human Resources for placement in the personnel file.
84

85 6.6 Worksite or Remote Synchronous Visits 86

87 6.6.1 The evaluator shall visit the worksite or remote synchronous meeting during the
88 time period established for evaluation. The evaluator may consult with the unit
89 member concerning time periods to avoid scheduling visits during activities, such
90 as testing, field trips, films, or guest lecturers. If the evaluator visits the unit
91 member's worksite or remote synchronous meeting during a test, field trip, film or
92 guest lecture, the evaluation shall be rescheduled.

93
94 6.6.2 Such visits shall be no less than thirty (30) minutes or exceed one (1) hour unless
95 extended by mutual agreement.

96
97 6.6.2.3 Evaluation forms shall be completed at or after each visit. Any criterion marked
98 “~~needs improvement~~” “does not meet expectations” shall cite examples, and, where
99 possible, make suggestions for improvement.

100
101 6.7 Asynchronous Course Evaluation

102 6.7.1 The unit member will meet either virtually or in person with the evaluator for no
103 less than thirty (30) minutes and no more than one (1) hour to review the course
104 materials in the learning management system. This meeting may be used to fulfill
105 flex obligations.

106 6.7.2 Evaluation forms shall be completed after this meeting. Any criterion marked “does
107 not meet expectations” shall cite examples, and where possible, make suggestions
108 for improvement.

109
110 6.8 Additional Evaluations

111
112 6.8.1 Additional evaluations may be made at written request of the unit member or
113 appropriate administrator.

114 (renumber at close of negotiations)

115 6.8 Unfavorable Evaluations

116
117 6.8.1 Within twenty (20) working days of receipt of an unfavorable (predominately
118 “~~needs improvement~~” “does not meet expectations”) evaluation, the unit member
119 may request, in writing, a conference between the evaluator and the unit member
120 with a CEFA representative present if requested by the unit member. Such
121 conference shall be held within five (5) working days when time permits, but in no
122 case, more than fifteen (15) working days.

123
124 6.8.2 If a unit member received an unfavorable evaluation (“~~needs improvement~~” “does
125 not meet expectations”) supportive assistance and specific recommendations will
126 be provided including but not limited to meeting with administrator, textbook
127 recommendations, and staff development.

128
129 6.9 Student Evaluation of Instructors and Counselors

130
131 6.9.1 (a) For members working in the classroom, via remote synchronous methods, or
132 working online asynchronously, the appropriate administrator or a designee will
133 conduct the student evaluations using the negotiated form found in Exhibit E. For
134 members working as counselors, the appropriate administrator or designee will
135 conduct the student evaluation using the negotiated form found in Exhibit F.

136
137 (b) Student narrative comments on the official form or card are typed to
138 preserve anonymity, and then given to the unit member. Identical responses

139 may be tabulated and not retyped. No additional copies are made.

140
141 (c) Student evaluations ~~should~~ will be retained by the division until the end of
142 the semester in which the evaluation is given.

143
144 6.9.2 Student evaluations of unit members of ABE/ESL, Older Adult and Special
145 Education classes shall be administered at the unit member's or district's option.
146 Students enrolled in open-entry/open-exit classes fewer than three (3) weeks will
147 not participate in the student evaluation; the evaluator and unit member shall
148 determine which students are not to complete the evaluation form.

149
150 6.10 Self-Evaluation – All unit members are encouraged to use the evaluation forms or other
151 methods of self-evaluation.

152
153 6.11 Receipt of Written Evaluation & Conference with Evaluator

154
155 6.11.1 Two copies of the written evaluations for unit members shall be signed by the
156 evaluator and transmitted to the unit member in a sealed envelope or via email
157 within two (2) weeks of the observation. Unit members shall sign one copy of the
158 evaluation and return it to the evaluator within (2) two (2) weeks of receipt. The
159 signature only denotes receipt of the document, not agreement with the contents.
160 Either the evaluator or the unit member may request a conference.

161
162 6.11.2 Student contact time shall not be interrupted for delivery of the written evaluation
163 unless expressly permitted by the unit member.

164
165 6.12 Assistance in Performance Improvement

166
167 6.12.1 The administrator or unit member may request special assistance from designated
168 instructional resource staff.

169
170 6.12.2 The administrator, on request, shall make reasonable efforts to provide unit member
171 assistance.

172
173 6.12.3 After the performance improvement is completed, the unit member may request a
174 reevaluation.

175
176 6.13 Disagreement on Evaluation

177
178 6.13.1 The unit member shall have the right:

179
180 (a) Within twenty-five (25) working days of the receipt of the written
181 evaluation to file a written response with the appropriate Vice President,
182 which shall be transmitted to Human Resources for placement in the
183 personnel file.

184

(b) To file a grievance if due process of these procedures is allegedly violated.

TENTATIVE AGREEMENT BETWEEN RSCCD AND CEFA
April 28, 2021



**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:	% Score from Criteria Sheet: _____ Check one: <input type="checkbox"/> Meets Expectations <input type="checkbox"/> *Does Not Meet Expectations
II. Methods and Techniques of Instruction/Responsiveness to Students:	% Score from Criteria Sheet: _____ Check one: <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 to be scored by the evaluator and recorded on the observation report.

Currency and Depth of Knowledge 100 pts total

- Material presented relates to course and class outlines 1-25pts
- Material presented requires students to generalize, compare, contrast, analyze or synthesize 1-25pts
- Material is presented at a level promoting student understanding 1-25pts
- Identifies questions appropriate to the course or current discussion 1-25pts

Methods and Techniques of Instruction/Responsiveness to Students 130 pts total

- Engaged students so they remain for entire class/laboratory session 1-10 pts
- Employs educational materials such as visual, auditory, tactile and handouts, etc. 1-10 pts
- Educational materials used are level and content appropriate 1-10 pts
- Instructor interacts with the class 1-10 pts
- Instructor talks to the class using level-appropriate vocabulary 1-10 pts
- Nonverbal communication supports instruction 1-10 pts
- Instructor maintains students' attention (such as use of humor, appropriate voice levels, and appropriate eye contact.) 1-10 pts
- Students are addressed by name 1-10 pts
- Questions are used to engage students 1-10 pts
- Promotes student camaraderie 1-10 pts
- Instructor adjusts instruction in response to student reaction 1-10 pts
- Handled students coming late/leaving early appropriately 1-10 pts
- Sufficient time is given for responses to and from students 1-10 pts

TENTATIVE AGREEMENT BETWEEN RSCCD AND CEFA

April 28, 2021

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 office equipment, such as typewriters and computers, printers, photocopiers, etc. ~~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 the links to the electronic postings of all official Board minutes and each Board agenda “packet”, excluding all confidential information or materials as defined by law. Such links 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 or a link to said directory if it is only furnished electronically.

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

47 appropriate salary schedule, date of hire, home address, work, home, and personal cell
48 phone numbers, and any personal email addresses on file with the District. This
49 information will be provided regardless of whether the newly hired employee was
50 previously employed by the District. In addition, the District will provide an electronic
51 roster in editable format to the Association of this same information for all unit members
52 on the last working day of September, January and May.

53 54 9.6 Release Time

55
56 9.6.1 Negotiations – A maximum of five (5) authorized unit members of the CEFA
57 Collective Bargaining Committee shall be released from their regularly assigned
58 duties, with pay, only when negotiating meetings are scheduled with Board
59 representatives during regular working hours of the unit members involved.

60
61 For negotiations meetings that are scheduled outside of the negotiation team
62 member's regularly scheduled assignment duties, the team member will be paid at
63 their current hourly non-instructional rate for all time scheduled by the parties.

64 65 9.6.2 Grievance Processing

66
67 9.6.2.1 CEFA shall furnish annually to the Vice Chancellor, Human Resources, and
68 update as required, a list of all officials and representatives authorized to act
69 on CEFA's behalf. The list shall show name, title, campus location, and
70 nearest campus phone contact.

71
72 9.6.2.2 An authorized CEFA official or representative appearing on a current
73 furnished list shall be released from his/her regular assigned duties, with
74 pay, only when grievance processing meetings are scheduled with
75 management during the official or representative(s) regular working hours.

76
77 9.6.3 District Affairs -- In addition to the current release time for the processing of
78 grievances and for negotiations, the Association shall have ~~thirty~~ thirty additional
79 released hours per contract year paid by the District to the Association President
80 and/or President's designees for participation in official District/CEFA business.
81 These hours will be paid when CEFA/District business (including grievances and
82 negotiations) is conducted outside of the CEFA representatives' regular teaching
83 /working hours. Additional hours will be provided by the District for CEFA
84 participation in hiring committees. The pay is at the unit member's current hourly
85 non-instructional rate.

86
87 9.6.4 Association business – in addition to articles 9.6.1, 9.6.2, 9.6.3, the district shall
88 pay the reassign time at the current non-instructional rate for CEFA officers to
89 complete CEFA business on a monthly basis to be reimbursed by CEFA at the end
90 of each semester. The district shall pay all payroll costs. Said reassign time shall
91 not count as part of the individual's teaching load.

93 9.7 Reprisals – District shall not take or permit any reprisals against unit members or
94 representatives while engaged in legal association activities.

95
96 9.8 Calendar – District reserves the right to establish the days of instruction in consultation
97 with CEFA for years subsequent to this Agreement. In the event this calendar is modified
98 after consultation with CEFA and adoption by the Board of Trustees, unit members who
99 have planned and paid for events will be granted paid leave by the District for said event.
100 Unit members must provide paperwork showing the event was paid for prior to the
101 announcement of the change to the calendar.

102
103 9.9 Consultation – The parties agree that continuing communications involving employer-
104 employee relations, specifically including administration of the contract in force, may be
105 facilitated by consultation meetings.

106
107 Either party may request a consultation meeting where it believes a resolution of a problem
108 or problems may be feasible.

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

113
114 Neither party shall have more than three (3) representatives at any such meeting unless
115 mutually agreed to prior to the meeting. It is agreed that these meetings are not designed
116 to, not intended to, bypass or substitute in any way for the Grievance Procedure and shall
117 not constitute any invitation to renegotiate any provisions of the Agreement.

118
119 All unit members shall be provided written copies of any changes approved as a result of
120 these meetings.

121
122 9.10 9 Unit Member Orientations and Onboarding: (Note, moved unchanged from below)

123
124 The District will provide to the Association at least ten (10) calendar days advance notice
125 of the Fall Faculty Assembly (and a similar Spring meeting if held) and CEFA designated
126 leadership will be given an opportunity to speak to CEFA unit members during said
127 meeting(s).

128
129 CEFA will also have an opportunity to hold FLEX workshops every semester for unit
130 members.

131
132 The District will include the CEFA membership application form and member benefits
133 pamphlet in any employee orientation or onboarding packet of District materials provided
134 to any newly hired unit members. CEFA shall provide the copies of the CEFA membership
135 materials to the District for distribution.

136
137 The District will collect the membership application form and notify the Association
138 President or Designee that the form(s) is available for pick-up.

139
140 **New ARTICLE 10: UNIT MEMBERS RIGHTS**
141

142 10.1 ~~9.10~~ Faculty Unit Handbooks – District will furnish each unit member (either
143 electronically or in printed form) a Faculty Unit handbook if produced. Sufficient copies
144 of the Faculty Unit handbook shall be supplied to CEFA for CEFA representatives’ usage.
145

146 10.2 ~~9.11~~ Copies of Agreement – The District shall provide each newly hired unit member
147 with a hard copy of this agreement without charge,. The CEFA President will receive 20
148 hard copies of this agreement whenever it is modified. Each unit member shall also be
149 provided access to an electronic copy of any written changes agreed to by the parties during
150 the life of this Agreement. The district shall be responsible for uploading a current
151 electronic copy to the District website whenever the agreement is modified and Board
152 approved within 30 calendar days of said approval. .
153

154 10.3 ~~9.12~~ Job Openings – When full-time, tenure track position openings occur, notices shall
155 be distributed to CEFA and all unit members via email and shall be posted on appropriate
156 bulletin boards. Openings shall be announced for a minimum of ten (10) days before the
157 deadline date for contract positions, and whenever possible, shall be announced for a
158 minimum of ten (10) days before the deadline date for other positions.
159

160 Any unit member who possesses the necessary minimum qualifications may apply and be
161 given consideration for such position. Unit members who are not selected for a full-
162 time/tenure track opening may request information from the district Human Resources
163 Department regarding the recruitment process and criteria used for the selection of
164 candidates.
165

166 10.4 ~~9.13~~ Assignments
167

168 Scheduled Assignments will be given thirty (30) days in advance of the first day of
169 instruction. When an assignment is changed, the unit member shall be informed as soon
170 as possible and reasons for the change may be requested in writing. When a new
171 assignment is created outside of the normal scheduling process or becomes available, unit
172 members will be notified as soon as possible.
173

174 New or vacated Coordinator positions shall be distributed via email to unit members and
175 shall be posted for a minimum of five (5) days before the deadline date to apply.
176

177 10.5 ~~9.14~~ Complaints – Unless other investigation procedures are prescribed by applicable
178 code or regulation, the following procedures shall be used to address complaints by and
179 against unit members.
180

181 Whenever a unit member has a complaint about another unit member, student, community
182 member or colleague, the unit member shall present the complaint either verbally or in
183 written form to the supervising administrator. If the unit member does not receive a

184 response to the complaint within ten (10) working days, the unit member may forward the
185 complaint to the appropriate vice president.

186
187 Whenever complaints about a unit member are made to the district's administration and/or
188 Governing Board by students, community members, colleagues, administration or special
189 funding agencies, the unit member shall be informed within ten (10) working days.

190
191 If any individual or group, as cited above wishes to file a complaint against a unit member,
192 the unit member is entitled to the following due process:

- 193
194 1. The signed written complaint shall be delivered to the unit member(s) about whom
195 the complaint is regarding by the administrator who receives the complaint within
196 ten (10) working days of receipt. In the event that a complaint is oral, a summary
197 of the complaint will be written by the responsible administrator, and shall be
198 delivered to the unit member(s) about whom the complaint is regarding.
- 199
200 2. The unit member shall have the right to meet with and discuss the complaint with
201 the responsible administrator, and may request the meeting include the
202 complainant(s) and/or witnesses.
- 203
204 3. The unit member shall have the right to present evidence in his or her own behalf.
- 205
206 4. The unit member shall have the right to be represented by CEFA.
- 207
208 5. No negative employment decision will be made by the district on the basis of a
209 complaint unless the above process has been followed.

210
211 10.6 ~~9.15~~ Faculty Meetings – Any faculty meeting for unit members shall be scheduled,
212 whenever possible, when minimal number of classes are in session, shall not exceed one-
213 half (1/2) hour if held during one-hour lunch periods, and shall be announced in advance.
214 Management may authorize classes to be dismissed up to one-half (1/2) hour early for the
215 purpose of mandatory faculty meetings.

216
217 Unit members attending meetings during their non-scheduled work hours shall be
218 compensated at the non-teaching hourly rate for such attendance.

219
220 10.7 ~~9.16~~ Professional Conferences – Unit members may be given released time to attend
221 professional conferences when it is deemed by the district that such attendance would be
222 mutually advantageous to the District and the member.

223
224 10.8 ~~9.17~~ Representation – CEFA upon request of a unit member, shall have the right to
225 represent that member in any meeting with any supervisor or the Board of Trustees if the
226 unit member has reasonable cause to believe that the subject of the meeting may be
227 disciplinary in nature.

228

229 10.9 9.18 Advisement of Assignment Expectations – When a unit member is offered an
230 assignment at an outside agency (such as a community based organization or special
231 funding agency) he/she shall be advised of District expectations and special requirements
232 agreed upon by the District and the agency.
233

234 ~~9.19—Unit Member Orientations and Onboarding: (Moved unchanged to article 9)~~
235

236 ~~The District will provide to the Association at least ten (10) calendar days advance notice~~
237 ~~of the Fall Faculty Assembly (and a similar Spring meeting if held) and CEFA designated~~
238 ~~leadership will be given an opportunity to speak to CEFA unit members during said~~
239 ~~meeting(s).~~
240

241 ~~CEFA will also have an opportunity to hold FLEX workshops every semester for unit~~
242 ~~members.~~
243

244 ~~The District will include the CEFA membership application form and member benefits~~
245 ~~pamphlet in any employee orientation or onboarding packet of District materials provided~~
246 ~~to any newly hired unit members. CEFA shall provide the copies of the CEFA membership~~
247 ~~materials to the District for distribution.~~
248

249 ~~The District will collect the membership application form and notify the Association~~
250 ~~President or Designee that the form(s) is available for pick-up.~~
251

TENTATIVE AGREEMENT BETWEEN RSCCD AND CEFA
April 28, 2021

ARTICLE 11

WAGES AND HOURS

11.1 Salaries

~~Effective on the first day of the 2019 Fall Semester, a 3.26% adjustment (State-Funded COLA will be granted to the salary schedules in Section 11.1.~~

Effective on the first day of the 2021 Fall Semester, all salary schedules will be increased by 4.77%.

For 2022-23 and 2023-24, this article is an automatic reopener.

~~This restructure 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	-	\$51.89	-	-	\$53.19	-	-	\$54.53	-
4	-	\$53.19	-	-	\$54.53	-	-	\$55.89	-
5	-	\$54.53	-	-	\$55.89	-	-	\$57.29	-
6	-	\$55.89	-	-	\$57.29	-	-	\$58.72	-

Non-credit counselor's 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	-	\$44.10	-	-	\$45.21	-	-	\$46.34	-
4	-	\$45.21	-	-	\$46.34	-	-	\$47.50	-
5	-	\$46.34	-	-	\$47.50	-	-	\$48.70	-
6	-	\$47.50	-	-	\$48.70	-	-	\$49.91	-

NON-INSTRUCTION	Column I			Column II			Column III		
STEP	LESS THAN MASTER'S			MASTER'S			MASTER'S + 30		
1	-	-	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-	-	-
3	-	\$25.95	-	-	\$26.60	-	-	\$27.26	-
4	-	\$26.60	-	-	\$27.26	-	-	\$27.95	-
5	-	\$27.26	-	-	\$27.95	-	-	\$28.65	-
6	-	\$27.95	-	-	\$28.65	-	-	\$29.36	-

COORDINATION OR CURRICULUM DEVELOPMENT STEP	Column I	Column II
	LESS THAN MASTER'S	MASTER'S OR GREATER
4	- - - \$42.20 - - -	- - - \$43.26 - - -

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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

Classroom teaching assignments may be scheduled up to an average of sixteen point seventy-five (16.75) hours per week (a total of 586.25 hours in the Fall and Spring terms). This is equivalent to 20 LHE for the Fall and Spring terms within the District. Opportunities to work more than the 16.75 hour average will be offered to all unit members through the assignment procedures in Article 12.2. Instructional assignments outside of the Fall and Spring terms are not included in this calculation. 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.

62 For purposes of calculating service credit in the State Teachers Retirement System
63 (CalSTRS) and in accordance with the requirements of Education Code Sections 22138.5,
64 a full time equivalent annual assignment is defined as follows:
65

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

67 Counselors 1365 hours (35 hrs. x 39 wks)
68

69 11.4 Ancillary Activities:
70

71 Per Education Code 87482.5 c (1) unit members may be assigned ancillary activities, such
72 as but not limited to governance, staff development, grant writing, staff meetings, and
73 advising student organizations and that all hours worked in ancillary activities shall not be
74 used for purposes of calculating eligibility for contract or regular status. Ancillary
75 activities are not counted in the calculation of hourly assignment limits. These hours are
76 paid at the non-instructional rate.
77

78 Additional Assignments: The District shall determine in advance the number of hours a
79 voluntary assignment is worth. Unit members shall be paid their own hourly non-
80 instructional rate for the number of hours the district has pre-determined the assignment is
81 worth upon completion of the assignment. Assignments include, but are not limited to,
82 supplemental grading outside of regular teaching assignment, club advisors, curriculum
83 development, etc.
84

85 11.5 Flex for Teaching Unit Members:
86

87 All flex days shall be fixed and noted on the non-credit instructional calendar and
88 compensation for those flex days shall be paid in the next following pay period after those
89 days occur.
90

91 Unit members will be eligible for compensation for flex activities each semester. The
92 amount of eligible flex activity will be expressed in "hours" based upon the unit member's
93 teaching assignment on the designated flex days. Maximum flex hour obligation each
94 semester will be calculated by the unit member's teaching load on the designated flex days
95 multiplied by 1.5. Therefore, a 12-hour load on the designated flex days would equal a
96 maximum of 18 hours (12 hours x 1.5) of flex time obligation for the semester.
97

98
99 Unit members who are unable to complete their semester flex obligation during the
100 designated flex week may complete additional flex activities during the semester and
101 receive compensation for those activities. Any additional flex activities must be completed
102 and reported to the member's immediate supervisor by the first day of the last month of the
103 semester. Compensation for those additional flex activities will be paid in the next pay
104 period.
105

106 Separate accounting for flex activities will be made each semester, based upon the unit
107 member's assignment in that semester. Each semester will be treated as a discrete period
108 for flex activities. Flex hours cannot be shifted from one semester to the other.
109

110 Unit members assigned to certain programs (such as Inmate Education and asynchronous
111 education) may not be required to complete flex activities. These unit members shall be
112 notified by their administrator if they are exempt from flex activities. If these unit members
113 choose to participate in Flex activities (including department meetings), they will be
114 permitted to attend and be paid for six hours without prior authorization. Hours beyond six
115 require prior authorization from their administrator ~~are authorized to attend flex activities~~
116 ~~by the District outside of their regularly scheduled assignment, they~~ They will be
117 compensated at their non-instructional rate.

118
119 Counselors and Coordinators who are authorized to attend flex activities by the District
120 outside of their regularly scheduled assignment will be compensated at their hourly rate.

121 122 11.6 Canceled Classes

123
124 When a class is held in a non-District facility, the Dean will notify the unit member in
125 writing that the facility is subject to closure and could result in the class being canceled on
126 occasion. When a unit member has not been notified of a class cancellation and shows up,
127 the District will pay the unit member for one hour or will attempt to reschedule the class.

128 129 11.7 Effective July 1, 2000, unit members shall be eligible to enroll in the District's IRS Section 130 125 Flexible Benefit Plan for Health Care Expense Reimbursement and Dependent Day 131 Care Expenses.

132 133 11.8 Inmate Education Program:

134
135 11.8.1 Unit members will be compensated at the non-instructional rate if they are kept in
136 the jail facility during a lock down. This time is an ancillary activity. Unit members
137 will submit to the District a time card with the actual hours the unit member was in
138 lock down.

139
140 11.8.2 Inmate Education Programs often have more prescriptive rules and regulations than
141 the District due to the population served. If a unit member is removed from their
142 assignment at an inmate education program for reasons that are not also a violation
143 of District rules and regulations, the unit member will be eligible for future
144 assignments in the regular non-credit programs.

145 146 11.9 Pay by Lecture Hour Equivalent (LHE)

147
148 Unit members who perform work as: classroom teachers; counselors; hourly coordinators
149 will be paid by Lecture Hour Equivalent ("LHE") and will not be required to submit time
150 cards. Unit Member Work Load will be up to 20 LHE total for Fall and Spring Semesters.
151 This is 67% of full-time faculty LHE, which is 30 LHE total for Fall and Spring Semesters.
152 Winter and Summer are excluded from this 20 LHE total.

153
154
155 The LHE formula is based on the number of hours a full-time faculty member doing the
156 same assignment must work to achieve a full workload, divided by the standard number of
157 hours for a credit full-time faculty member. The standard number of hours for full-time

158 credit faculty is 15. The standard number of hours for full-time non-credit classroom
159 teachers is 25. The standard number of hours for full-time coordinators is 40. The standard
160 number of hours for full-time counselors is 35 hours.

161
162 To calculate the equivalent hours to LHE the following formula is used: Maximum hours
163 available (maximum hours per week X 35 weeks (contract limit)) which is divided by the
164 maximum annual LHE (20 LHE) to obtain the hours per one (1) LHE. Therefore, the LHE
165 pay rate will be:

166
167 Instructors: 30 hours equals one (1) LHE
168 Coordinators: 47 hours equals one (1) LHE
169 Counselors: 42 hours equals one (1) LHE

170
171 Total Hours Divided by 30 = Teaching LHE
172 Total Hours Divided by 47 = Coordinator LHE
173 Total Hours Divided by 42 = Counselor LHE

174
175 LHE Multiplied by 30 = Teaching Hours
176 LHE Multiplied by 47 = Coordinator Hours
177 LHE Multiplied by 42 = Counselor Hours

178
179 Example Calculation: Tom Smith is assigned 10 hours per week as a Coordinator and 3
180 hours per week as a Continuing Education Instructor for the Fall semester (15 weeks).
181 Calculating his Hours to LHE is as follows:

182
183 Coordinator 10 hours per week (x 15 weeks) divided by 47 Factor = 3.19 LHE
184 C.E. Instructor 3 hours per week (x 15 weeks) divided by 30 Factor = 1.50 LHE
185 **Total LHE = 4.69 LHE**

187 188 11.13 Retirement Savings Accounts

189 Unit members are permitted to contribute to a 403B on a pre-tax basis via payroll
190 deduction.

TENTATIVE AGREEMENT BETWEEN RSCCD AND CEFA
April 28, 2021

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 grand parented 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 the average hours of the past two terms of employment based upon the previous semester. Unit members with employment preference will be scheduled for up to fifteen (15) instructional hours per week in their discipline, within the college and department in which the employment preference rights were earned.

47 This priority of assignment shall be honored for all eligible (per 12.2.a) CEFA unit
48 members during fall and spring semesters only.

49
50 The class(es) will be assigned from those that the unit member has taught during the
51 previous four (4) years and/or that the department chair and supervising administrator
52 mutually agree that the instructor is qualified to teach, with consultation with the unit
53 member. The renaming of a class by the District or State does not change the qualifications
54 necessary for the unit member to teach the newly renamed class.

55
56 The class assignment shall be made within the time period the CEFA unit member has
57 designated as preferable if appropriate classes are scheduled in that time period and are
58 available for CEFA assignment. The CEFA faculty with employment preference rights
59 shall be assigned before CEFA faculty without preference rights and before new faculty
60 are hired provided that the instructor with preference rights is available to teach the class.

61
62 Any CEFA unit member with employment preference rights for counseling assignments
63 shall have priority of assignment to maintain current hours of employment based upon the
64 previous semester up to sixteen (16 hours per week, within the college and department in
65 which the employment preference rights were earned.

66
67
68 Section 3 Additional Assignments:

69
70 After the initial scheduling process in Section 2 has been completed, whenever additional
71 assignments become available, the site (CEC or OEC) shall notify all unit members via
72 email of the assignment. The notification shall specify the class/assignment, location, days
73 and hours. The notification shall specify a deadline for the receipt of responses, which
74 shall be no less than two business days after the release of the notification. CEFA unit
75 members with preference rights who have expressed an interest in the assignment shall be
76 given preference over other unit members and non-employees. Members without
77 preference rights shall be given preference over non-employees. These preferences shall
78 be limited to the criteria identified in section 2 for establishing preference rights.

79
80 Section 4 Suspension of Employment Preference Right:

81
82 a. This employment preference right is suspended when a CEFA unit member:

- 83
84 1. receives an evaluation performance rating of “does not meet expectations”
85 in any category; or
86
87 2. has a break in service wherein the CEFA unit member has not taught or
88 received a counseling assignment in Fall or Spring semester for two (2)
89 years or more, or
90
91 3. has resigned or retired from the District. In the event the District decides to
92 rehire a former unit member within two years of separation, the unit member

93 will have their reemployment preference reinstated. The decision to rehire
94 a former unit member is at the sole discretion of the District; or

- 95
96 4. repeatedly fails to comply with the Unit Member Responsibilities listed in
97 Article 16 after notice of such failure and an opportunity to improve has
98 been provided to the unit member.
99

100 The employment preference right is reinstated when the CEFA unit member
101 receives two (2) consecutive “meets expectations” or “exceeds expectations”
102 rankings for all of the four categories of evaluation. These evaluations will occur
103 the next two (2) semesters that the unit member actually works.
104

- 105 b. A unit member who is dismissed based upon the grounds enumerated in Education
106 Code 87732 shall forfeit all employment preference rights.
107

108 Section 5 Workload/Schedule Reduction:
109

110 If, prior to initial schedule development, reductions of class offerings are required, unit
111 members with employment preference rights shall be offered assignments in accordance
112 with the process outlined in Section 2. If reduction of class offerings are required after the
113 initial schedule development process outlined in Section 2, unit members with preference
114 rights affected by the reductions shall not have bumping rights over unit members without
115 preference rights.
116

- 117 12.3 Full-Time Vacancies – Full-time vacancies which occur shall be posted for ten (10)
118 working days at all Continuing Education administrative areas to afford all unit members
119 the opportunity to apply for them.
120

- 121 12.4 Notice of Assignment – Scheduled Assignments will be given thirty (30) calendar days in
122 advance of the first day of instruction. When an assignment is changed, the unit member
123 shall be informed as soon as possible and reasons for the change may be requested in
124 writing.
125

- 126 12.5 Contingent Status of Reemployment:
127

128 In all cases, CEFA unit member assignments shall be temporary in nature, contingent on
129 enrollment and funding, and subject to program changes. No CEFA unit member shall
130 have reasonable assurance of continued employment at any point, irrespective of the status,
131 length of service, or reemployment preference of that CEFA temporary unit member.
132

- 133 12.6 Requests for Reassignment – Prior to June 1, (for Fall Term), November 1, (for Spring
134 Term and May 1, (for Summer Term), a unit member may request a change in work site.
135 Unit members who wish to apply for a change in work site shall submit a written request
136 to the appropriate Vice President specifying the worksite and assignment desired. The
137 Vice President shall acknowledge the request in writing. Requests will be retained and

138
139
140
141

considered by the receiving administrator for the current academic year. Unit members who have requested reassignment shall be notified of open assignments.

TENTATIVE AGREEMENT BETWEEN RSCCD AND CEFA

April 28, 2021

ARTICLE 18

DURATION

This Agreement between the Board and CEFA shall become effective July 1, ~~2021~~ 2018, and remain in effect until June 30, ~~2024~~ 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.


Midterm Reopeners: For fiscal years 2022-2023 and 2023-2024 the District and CEFA agree to meet and negotiate Article 11: Wages and a maximum of two additional articles selected by each party.

District agrees to present the initial bargaining proposals of each party for midterm reopeners and for the successor contract at a Board of Trustees meeting on or before February 1 2022, 2023 and 2024, 2010.

For the District

For CEFA


Alistair Winter (May 3, 2021 15:56 PDT)
Alistair Winter
Assistant Vice Chancellor, Human Resources


Evelyn Elmore
CEFA President









Final TAs combined

Final Audit Report

2021-05-03

Created:	2021-05-03
By:	Alistair Winter (winter_alistair@rscdd.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAVKdwAIKSADyYLcKLFVYcYwsVnmdMb2yg

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