



AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CHILD DEVELOPMENT CENTER  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS  
CHAPTER 888

EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2021

Reviewed and approved by both parties on September 10, 2019.

<b>TABLE OF CONTENTS</b>
--------------------------

	<u>PAGE</u>
ARTICLE 1	RECOGNITION..... 4
ARTICLE 2	EVALUATION..... 5
ARTICLE 3	LEAVES..... 8
3.1	Bereavement..... 8
3.2	Jury Duty..... 8
3.3	Personal Necessity..... 8
3.4	Excused Absence..... 9
3.5	Industrial Accident or Illness..... 9
3.6	Sick Leave..... 10
3.7	Extended Sick Leave..... 12
3.8	Quarantine Leave..... 12
3.9	Military Leave ..... 12
3.10	Unpaid Leave..... 12
3.11	Family Medical Leave ..... 12
3.12	Break in Service..... 12
3.13	Catastrophic Leave..... 13
ARTICLE 4	NON-DISCRIMINATION..... 14
ARTICLE 5	GRIEVANCE PROCEDURES..... 15
ARTICLE 6	ASSOCIATION RIGHTS..... 20
ARTICLE 7	SUPPORT OF AGREEMENT..... 23
ARTICLE 8	WAGES AND HOURS..... 24
ARTICLE 9	TRANSFERS..... 27
ARTICLE 10	PROBATIONARY AND PERMANENT STATUS..... 28
ARTICLE 11	HEALTH AND WELFARE..... 29
ARTICLE 12	MILEAGE AND CONFERENCE REIMBURSEMENT..... 31
ARTICLE 13	MAINTENANCE OF BENEFITS..... 32
ARTICLE 14	HEALTH AND SAFETY..... 33
ARTICLE 15	EFFECTS OF LAYOFF..... 34
ARTICLE 16	PROGRESSIVE DISCIPLINE..... 37
ARTICLE 17	MAINTENANCE OF OPERATIONS..... 40

	<u>PAGE</u>
ARTICLE 18 MANAGEMENT RIGHTS.....	41
ARTICLE 19 JOB OPENINGS.....	42
ARTICLE 20 WAIVER OF BARGAINING.....	43
ARTICLE 21 PROFESSIONAL RESPONSIBILITY AND WORKLOAD.....	44
ARTICLE 22 SENIORITY.....	45
ARTICLE 23 DURATION OF AGREEMENT.....	46

**APPENDICES**

A Unit Recognition.....	47
B Statement of Grievance.....	48
C Salary Schedule Annual Rate.....	50
D Salary Schedule Hourly Rate.....	51
E Evaluation Form and Procedures.....	52
F Disciplinary Action.....	62

## **ARTICLE 1**

### **RECOGNITION**

- 1.1 The Governing Board of the Rancho Santiago Community College District, hereinafter referred to as the "Board" or "District", recognizes the California School Employees Association Chapter hereinafter referred to as the "Association", as the sole and exclusive representative of those enumerated in the Stipulated Agreement, executed and attached hereto as Appendix "A".

## ARTICLE 2

### EVALUATION

#### 2.1 PURPOSE OF EVALUATION - Child Development Center Teachers/Master Teachers

The purpose of evaluation is two-fold. First, the objectives of evaluation for both tenured and non-tenured Teachers/Master Teachers are to acknowledge good performance, to strengthen satisfactory performance, and to help Teachers/Master Teachers improve performance through specific recommendations. Secondly, evaluation provides a process through which the college assesses the potential contributions of a new contract Teacher/Master Teacher in preparation for a tenure recommendation.

#### 2.2 DEFINITIONS

2.2.1 Under this agreement, Contract Teachers/Master Teachers are those who have not yet been granted tenure, but are hired to work at least 75%. These Teachers/Master Teachers are employed in one of three categories:

Contract I      Employment during the first academic year.

Contract II      Employment during the second academic year.

Contract III      Employment during the third and fourth academic year.

2.2.2 Regular      Employment with tenure status

2.2.3 Substitute      Employee filling a position of a contract or regular unit member who is absent from service.

#### 2.3 PROCESS

The appropriate site director or designee is primarily responsible for overseeing the evaluation process on behalf of the Board. The site director evaluates the contract Teacher/Master Teacher each year of the tenure process. For a regular Teacher/Master Teacher, the site director will conduct observations in the primary area of responsibility and subsequent consultation.

#### 2.4 EVALUATION OF CONTRACT (NON-TENURED TEACHERS/MASTER TEACHERS)

2.4.1 Contract Teachers/Master Teachers are expected to go through a four-year tenure process. At the end of the fourth year, a decision to grant or not grant tenure must be made.

2.4.2 The appropriate site director will conduct observations during each year of contract status. Evaluation must include observation of performance in the area of primary responsibility, as specified in the job description. Observation should be included when applicable. Additional observations may be conducted as the evaluators deem necessary.

- 2.4.3 For each criterion marked as “needs improvement” or “unsatisfactory,” specific examples and suggestions for improvement must be made by the evaluator. Prior to submission dates as listed in 2.7.2, a conference is held between the contract Teacher/Master Teacher and the evaluator to discuss the evaluation. At the conclusion of the conference, a contract Teacher/Master Teacher must sign the evaluation. The signature does not necessarily indicate agreement with the report, and a contract Teacher/Master Teacher may submit a written response within ten (10) days.
- 2.4.4 Contract III (third and fourth years) evaluation leads to the tenure decision. Tenure should be recommended if the contract Teacher/Master Teacher has performed his/her duties at or above levels that were previously established as minimum expectations. Denial of tenure should be recommended if:
- a. The contract Teacher/Master Teacher has failed to meet expectations that were defined in the Contract I and/or Contract II Tenure Evaluation reports.
  - b. The contract Teacher/Master Teacher has exhibited a failure to maintain standards identified as having been met in the Contract I and/or Contract II Tenure Evaluation Reports.
  - c. The contract Teacher/Master Teacher has acted in ways which amount to cause for dismissal for tenured Teacher/Master Teacher members (see Appendix - Education Code section 87667).
- 2.4.5 The grievance procedure may be used if a Contract I or Contract II Teacher/Master Teacher member feels that the District, in a decision not to offer a second or third year contract, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of the contract Teacher/Master Teacher member.
- 2.4.6 The grievance procedure may be used if a Contract III Teacher/Master Teacher member feels that the district, in a decision denying tenure, acted unreasonably or violated, misinterpreted, or misapplied any of its policies and procedure concerning the evaluation of the contract Teacher/Master Teacher member.

## 2.5 EVALUATION OF REGULAR (TENURED) TEACHERS/MASTER TEACHERS

Tenured or regular Teachers/Master Teachers will be evaluated in the area of their primary responsibility every three years. According to the terms of the evaluation timetable (2.7), the site director will conduct observations and consultations.

- 2.5.1 Prior to submission dates as listed in 2.7.3, the evaluator will consult with the Teacher/Master Teacher. The Teacher/Master Teacher must sign each report. The signature does not necessarily indicate agreement with the report. Any written response will be included in the personnel file.
- 2.5.2 For each criterion marked as “needs improvement” or “unsatisfactory” specific examples and suggestions for improvement must be made by the evaluator.

2.5.3 The site director will send the evaluations to the Executive Director of Child Development Services, who will forward them to the Human Resources office to be included in the Teacher/Master Teacher's personnel file.

## 2.6 ADDITIONAL EVALUATIONS

2.6.1 Additional evaluations of Teachers/Master Teachers may be made at the request of the site director/designee or the evaluatee.

2.6.2 If an additional evaluation is requested, the site director will consult with the Executive Director of Child Development Services.

## 2.7 EVALUATION TIMETABLE

2.7.1 The dates and timelines for the various procedures described in this section are recommendations. Unless there are extenuating circumstances, most procedures may normally be completed before the recommended deadlines.

### 2.7.2 Contract Teachers/Master Teachers

#### 2.7.2.1 Submission

The evaluation(s) and recommendation(s) for Contract I will be submitted to the Executive Director of Child Development Services by November 15 and February 15 of the first year.

Evaluations for Contract II, III must be submitted by February 15 in each subsequent year. Recommendations will be sent to the Chancellor in time for the first Board meeting in March.

2.7.2.2 For the purpose of this article, a unit member must serve 75% of a school year in order for that year to count as a year of service toward tenure.

2.7.2.3 Unit members hired during the 1998/99 school year shall be considered to be employed in Contract I status.

Unit members hired during the 1997/98 school year shall be considered to be employed in Contract II status, assuming the service requirement in Section 2.7.2.2 has been met.

All unit members who completed at least one year of service prior to the 1997/98 school year shall be tenured.

## **ARTICLE 3**

### **LEAVES**

#### **3.1 Bereavement Leave**

- 3.1.1 Unit members shall be granted, without loss of salary or other benefits, a leave of absence of five (5) working days due to the death of the unit member's spouse, parent, or child.
- 3.1.2 Unit members shall be granted, without loss of salary or other benefits, a leave of absence not to exceed three (3) working days or five (5) working days if two hundred (200) miles' travel in one direction is required, upon the death of any member of the unit member's immediate family except as noted in 3.1.1.
- 3.1.3 "Members of the immediate family", as used in this section, means the blood, step and foster relatives limited to the parent, grandparent, grandchild, spouse, child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, mother-in-law, father-in-law, or any relative living in the immediate household of the unit member.

#### **3.2 Jury Duty**

- 3.2.1 When regularly called for jury duty or as a witness in the manner provided by law, unit members shall be granted a leave of absence without loss of pay for the time the unit employee is required to perform jury duty or act as a witness during the unit member's regularly assigned working hours.
- 3.2.2 Request for jury duty or witness leave should be made by presenting as soon as possible the official court summons to the unit member's immediate supervisor and to the District payroll office through administrative channels.
- 3.2.3 Reimbursement to the District of any monies earned as a juror, or witness, except mileage, shall be made by the unit member.
- 3.2.4 A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he be discriminated against in any way for not seeking such exemption.
- 3.2.5 Unit members are required to return to work during any day in which jury services are not required.

#### **3.3 Personal Necessity Leave**

- 3.3.1 A unit member may be granted a maximum seven (7) 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 Request must be filed.



- 3.3.2 Personal necessity leave specifically does not include any recreational use nor any use related to present or prospective employment. Leave must meet one of the following qualifications:
- 3.3.2.1 Personal necessity leave request on matters of compelling personal importance 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.
  - 3.3.2.2 Personal necessity leave request due to serious illness or death of a member of the immediate family; an accident involving his/her person or property, or of a member of his/her immediate family; or appearance in court as a litigant or a witness under official order except as a witness adverse to the District or as a litigant in an action adverse to the District.
- 3.3.3 Personal necessity leave must be requested at least five (5) work days in advance and approved by the supervisor, who also reserves the right to verify such request by an appropriate means. The requirement for five (5) work days notification and approval shall not be mandatory if the nature of the personal necessity precludes advance notice or permission or in the case of death or serious illness of a member of the unit member's immediate family, or an accident involving his/her person or property, or the person property of a member of the unit member's immediate family.

#### 3.4 Excused Absence, With or Without Pay

Upon application, the Chancellor or his designee, may grant to a regular monthly unit member leave with pay (unless otherwise stipulated prior to attendance) for educational conference or in-service training which, in the sole discretion of management, will improve District operations or the ability of the unit member to more effectively perform their duties.

#### 3.5 Industrial Accident or Illness Leave

- 3.5.1 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's Self-Insurance Program accepts the responsibility for the treatment of the unit member.
- 3.5.2 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 at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
- 3.5.3 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 one day. Industrial accident leave will be reduced by one (1) day for each day of

unauthorized absence regardless of a compensation award made under Worker's Compensation.

- 3.5.4 The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Section 88191 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 Worker's Compensation, he/she shall be entitled to use only so much of this accumulated or available sick leave, accumulated compensation time, vacation, or other available leave, which, when added to the Worker's Compensation award, provide for a full day's wage or salary.
- 3.5.5 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensation, time off, or, other available leave provided by law, or the action of the Board, the unit member shall endorse to the District wage loss benefit checks received under the Worker's Compensation laws of this state. The District, in turn, shall issue the unit member appropriate warrants for 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.
- 3.5.6 When all available leaves of absence, paid or unpaid, have been exhausted and if the unit member is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/her shall be listed in accordance with appropriate seniority regulations. A unit member who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. The Board shall require certification by the attending physician that the unit member is medically able to return and perform the duties of his position.
- 3.5.7 A unit member receiving benefits provided in this section shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

### 3.6 Sick Leave

- 3.6.1 Unit members employed five (5) days a week shall be entitled to 12 days leave of absence for illness or injury with full pay for a fiscal year of service. This entitlement shall be credited at the commencement of employment or at the start of each succeeding fiscal year, September 1, to full-time unit members. Fractional assignments shall receive proportionate leave entitlement.
- 3.6.2 Unit members employed five (5) days a week for less than a full fiscal year are entitled to that portion of 12 days leave of absence for illness or injury as the number of months he/she is employed bears to 12.

- 3.6.3 Unit members employed less than five (5) days per week shall be entitled for a fiscal year of service, to that proportion of 12 days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.
- 3.6.4 Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served 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. New unit members of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this policy, until the first (1st) day of the calendar month after completion of six (6) complete months of active service with the District.
- 3.6.5 If the unit member does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 3.6.6 Sick leave may be used for visits to medical doctors, osteopathic doctors, registered nurses, physician assistants, dentists, optometrists, chiropractors, and psychologists. Such leave shall be reasonably scheduled so as to interfere as little as possible with the operations of the District and shall be of reasonable duration.
- 3.6.7 All sick leave absence or use shall be reported in writing to the Chancellor/President or designee. Medical verification shall be required for any illness which extends five (5) or more work days. District reserves the right, in its sole discretion, to require medical verification of illness for any absence when abuse of sick leave is suspected, or excessive over a period of time.
- 3.6.8 Disabilities caused or contributed to by pregnancy, miscarriage, abortion or childbirth, and recovery therefrom, are, for all job-related purposes, temporary disabilities and shall be treated as a condition of illness.
- 3.6.9 Unit members must be in active employment or on paid leave to earn or use sick leave. Unit members on extended illness leave are eligible to earn or use sick leave. Sick leave may be applied only on those days when the unit member is required to report for duty but cannot do so because of illness or injury. Unit members who become ill or injured but are not required to report, such as those on leave or vacation, may use sick leave credits without a return to active service, provided the unit member furnishes adequate notice, relevant supporting information, and/or verification of illness or injury forming the basis for such interruption or termination.
- 3.6.10 Where a unit member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be that proportion of 12 days leave as the number of months in the fiscal year he/she was employed bears 12.
- 3.6.11 Sick leave shall not be earned when a unit member is on leave without pay. Sick leave shall be earned for all paid leaves.

3.6.12 Unit members utilizing their sick leave shall be required to make one (1) phone call to their immediate supervisor and leave a message if the supervisor is unavailable at the time of the phone call.

### 3.7 Extended Sick Leave

3.7.1 A unit member whose sick leave, including both current and accrued, has been exhausted, and, where the total of such sick leave used in a given fiscal year is less than one hundred (100) working days, shall for an extended illness be compensated at, fifty percent (50%) of his/her regular daily rate of pay for the balance of one hundred (100) days.

3.7.2 A unit member shall be required to present a doctor's statement stating the nature of the illness or injury and the date the unit member is able to return to full time service to qualify for this extended leave benefit.

### 3.8 Quarantine Leave

Unit members shall receive salaries in full for a period not to exceed thirty (30) days when quarantined by city or county health officer.

### 3.9 Military Leave

Military leave shall be granted in accordance with current law.

### 3.10 Unpaid Leave

Unit members may apply for unpaid leave at any time. The Board may grant such leave provided the unit member's services are not needed or required by the District for the period of leave time desired, as determined solely by the District.

### 3.11 Family Medical Leave

Unit members shall be entitled to family medical leave as set forth in federal and state law.

### 3.12 Break in Service

Periods of paid leaves of absence, shall not be considered to be a break in service of the employee. Unpaid leaves of absence shall not count toward completion of 75% of a year of service for tenure purposes.

3.13 In the event of a catastrophic illness, a participating unit member who has exhausted all regular and extended sick leave may utilize a maximum of 100 days from the CATASTROPHIC ILLNESS BANK.

3.13.1 The compensation shall be at fifty percent (50%) of his/her daily rate.

3.13.2 A unit member becomes eligible for Catastrophic Leave by contributing a minimum of 8 hours of sick leave to the bank. All transfers of eligible leave credit shall be irrevocable.

- 3.13.3 In cases of severe financial hardship, the District, by mutual agreement of the Chancellor and the CSEA 888 President, may provide the benefits in this section concurrently with the benefits of 3.7.1.
  - 3.13.4 No unit member shall be approved for catastrophic leave unless that unit member has provided an acceptable medical certificate from a physician supporting the continued absence and setting forth that the unit member is, and will continue to be, unable to perform the unit member's duties due to a catastrophic illness, as defined below.
  - 3.13.5 A catastrophic illness and/or injury is an acute or prolonged illness or injury that is considered life-threatening or with the threat of serious residual disability which results in the unit member's inability to work.
- 3.14 Examples of a catastrophic illness or injury include, but are not limited to:
- 3.14.1 Serious, debilitating illness, impairment, or physical/mental condition that involves treatment in connection with an overnight stay in a hospital, hospice, or residential medical facility.
  - 3.14.2 High intensity/high frequency of treatment encounters necessary for a chronic or long-term condition that is so serious that, if not treated, would likely result in an extended period of incapacity or death.
  - 3.14.3 Terminal illness.
- 3.15 Exclusions
- 3.15.1 Elective surgery does not qualify as a catastrophic illness or injury. If complications arise resulting in a serious health condition, the situation may qualify as a catastrophic illness or injury.
  - 3.15.2 Most leave associated with pregnancy is not covered by Catastrophic Leave. If complications arise resulting in a serious health condition as described above, Catastrophic Leave would apply.
  - 3.15.3 This Program does not cover time off due to a job-incurred injury/illness covered by Workers' Compensation benefits.
  - 3.15.4 A unit member must not have a written record of disciplinary action for leave abuse or misuse of leave within the past twelve (12) months.

## **ARTICLE 4**

### **NON-DISCRIMINATION**

- 4.1 The Board and Association agree to comply with all pertinent provisions of Title VII and Title IX of the United States 1964 Civil Rights Act, as amended in 1972.

## ARTICLE 5

### GRIEVANCE PROCEDURE

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

#### 5.1 Definitions:

- A. Grievance - A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.
  - A.1 "Grievant", as defined in this Agreement, shall be brought only through this procedure.
  - A.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 the separate processes determined by present existing policies.
- B. Grievant - Any unit member of the bargaining unit covered by the terms of this Agreement.
- C. Day - a "day" (for purposes of this "Grievance" Article) is any day on which the central administrative office of the District is regularly open for business.
- D. 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.

#### 5.2 Time Limits

- A. Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure.
- B. District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- C. Time is of the essence in all processing of grievances.
- D. Time or procedural steps may be waived at any step by mutual agreement.

#### 5.3 Other Provisions

- A. The grievant may be represented by unit member representative at Level I, and by an Association representative at all subsequent levels.
- B. Grievance Processing - Limits -
  - B.1 Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this Grievance Procedure.

- B.2 Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Grievance Procedure.
- B.3 Any grievance or alleged grievance which occurred or is alleged to have occurred and which the employee knew or should have known more than twenty (20) days prior to notification at Level I with the immediate supervisor shall not be processed by the District.

5.4 Procedural Steps:

Level I--Oral (Site Supervisor/Director)

- A. Within twenty (20) days of the time a unit member knew or should have known of the occurrence of an alleged grievance, the unit member shall orally discuss with the immediate supervisor/manager, or designee, the alleged grievance.
- B. If a satisfactory resolution is not reached within two (2) days of the oral discussion, the grievant shall present, within three (3) days thereafter, on the "Statement of Grievance Form," attached hereto and incorporated herein by reference as Appendix "B," the grievance in writing to the next higher supervisor/manager, or designee, as applicable.

Level II--Written Executive Director of Child Development Services

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

Level III—Assistant Vice Chancellor

- A. In the event the grievant is not satisfied with the decision at Level II, the decision may be appealed on the appropriate form to the next higher manager, or designee, within five (5) days.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered and reason of the appeal.
- C. The next higher manager, or designee, shall communicate the decision to the grievant in writing within ten (10) days of receiving the appeal.
- D. Either the grievant or the next higher manager, or designee, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.



Level IV—Vice Chancellor, Human Resources

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

Level V—Chancellor

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

Level VI--Optional Fact-Finding Panel

- A. In the event the grievant is not satisfied with the decision at Level V, he may, but only with the concurrence and participation of Association, within five (5) days, give written notice to the Chancellor requesting a "Fact-finding Panel" be formed.
- B. The grievant may, with or without concurrence of Association, appeal the Chancellor's decision direct to Level VII--Board of Trustees, by-passing this level is optional on any grievance.
- C. Where the grievant and Association demand a Fact-finding Panel, it shall be formed to consider the grievance and to provide an advisory recommendation to both the District and Association as to the resolution of the dispute. The procedure shall be as follows:
  - 1. Within five (5) days after receipt of the written request, District and Association shall each select one (1) person to serve as its member of the panel.
  - 2. Within two (2) days thereafter, the selected panel members shall meet to determine a mutually-agreeable third (3rd) panel member who shall be neutral and impartial and shall serve as chairperson of the panel.

3. In the event that a mutually-agreeable chairperson cannot be agreed upon, within three (3) days, the panelist shall be selected from a list of five (5) certified panelists supplied by the Public Employment Relations Board, the California State Conciliation Service, or other sources as the panelists mutually agree upon.
4. Panel chairperson expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other who are not regular District employees.

Regular District employees shall not suffer loss of compensation for time spent during regular duty hours as a grievant, representative or witness at a hearing held pursuant to this Procedure; however, no more than four (4) employees may participate in any one (1) grievance during working hours whether grievants, representatives or witnesses, unless otherwise approved in advance by the District.

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

#### Level VII--Board of Trustees

##### A. Where a Fact-finding Panel Was Appointed

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

B. Without Optional Fact-finding

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

## ARTICLE 6

### ASSOCIATION RIGHTS

6.1 The District agrees not to negotiate with any other organization in matters upon which CSEA is the exclusive representative and agrees not to negotiate with any unit member individually during the duration of this Agreement on matters subject to negotiations. There shall be no reprisal or retaliation against any Bargaining Unit member for the exercise of any rights granted to them under the provision of this agreement.

#### 6.2 Distribution and Posting of Materials

Association may distribute organizational literature at the Centers, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts unit members while performing their duties. All such literature shall be signed by the individual authorized to distribute the materials.

Posting of organizational recruiting notices, posters, and similar materials will be permitted only on designated bulletin boards at the Centers.

#### 6.3 Unit Member Organizational Contact Procedures

6.3.1 Association shall provide the Vice Chancellor of Human Resources the name(s) of a recognized unit member from each Center authorized to discuss organizational matters with District employees.

6.3.2 Association representatives may engage in recruiting activities at the Centers provided they do not interfere with unit members during hours of duty assignments.

#### 6.4 Use of Facilities

Advance request for use of District facilities must be made in accordance with established District procedure whenever an employee organization wishes to schedule use of District facility to conduct organizational meetings.

#### 6.5 Release Time

##### 6.5.1 Negotiations

6.5.1.1 One (1) unit member of the Association Collective Bargaining Committee per site shall be released from their regular work duties, with pay, when negotiating meetings are scheduled with District representatives during regular working hours of the unit members involved.

##### 6.5.2 Grievance Processing

6.5.2.1 A steward or other CSEA representative may accompany a CAL-OSHA representative conducting an onsite walk around safety inspection of any area,

department, division, or other subdivision for which the Job Steward has responsibilities as a Job Steward.

6.5.2.2 Association shall furnish annually, and update as required, a list of all officials and representatives authorized to act on Association behalf. The list shall show name, title, campus location, and nearest campus phone contact.

6.5.2.3 An authorized Association official or representative appearing on a current furnished list shall be released from their regular work duties, with pay, when grievance resolution meetings are scheduled during the official or representative regular working hours.

### 6.6.3 Chapter Release Time

6.6.3.1 The CSEA chapter president or designee shall be given up to five (5) hours release time per week.

6.6.3.2 The District shall grant the CSEA's authorized delegates up to five (5) days paid leave for the purpose of attending CSEA's annual conference.

6.6.3.3 In the event any CSEA member is elected or appointed to a CSEA statewide office or committee, the District agrees to negotiate appropriate release time for that individual.

6.6 Board minutes and fiscal reports approved by action of the Governing Board shall be available for Association review; copies of such items shall be furnished on request where required.

### 6.7 Contract Printing/Distribution

The District shall maintain this contract online and available to the unit members of the bargaining unit. Additionally, an electronic editable copy shall be provided to CSEA after any succeeding agreement is completed upon request.

### 6.8 Association Rights

6.8.1 The District shall provide one (1) copy of all appropriate District-to-Association communication.

1. The Association President
2. Association representative at each of the Child Development Centers.

6.8.2 The Chapter President or designees shall be given ten (10) minutes after the District's in-service to address unit members regarding New Employee Orientation and update.

### 6.9 Bargaining Unit Lists and Relevant Data

The District agrees to furnish twice a year, upon request, a complete hire date roster of all unit members, indicating unit member class title, unit member location and employment date of the

unit member within the District and present class, grade and step. The District shall maintain online all Board minutes, policies and administrative regulations relating to Child Development Center CSEA bargaining unit 888 personnel and fiscal reports approved by the Governing Board.

#### 6.10 Job Stewards

The District recognizes the need and affirms the right of CSEA to designate Job Stewards from among unit members in the unit. It is agreed that the purpose of appointing such representatives is to promote an effective relationship between the District and unit members by helping to settle problems at the lowest level of supervision.

6.10.1 CSEA reserves the right to designate the number and method of selection of Job Stewards. One steward shall be designated by CSEA as Grievance Chairperson. CSEA shall provide the District with an up-to-date list of the names of the Job Stewards.

6.10.2 Job Stewards may schedule up to 4 hours each week to discuss possible grievances with unit employees or CSEA or to represent unit employees relative to the rights afforded under this Agreement.

6.11 CSEA shall have the right to assign a representative to any hiring committee that pertains to the Child Development Program.

## ARTICLE 7

### **SUPPORT OF AGREEMENT**

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

## ARTICLE 8

### WAGES AND HOURS

#### 8.1 Salary

8.1.1 The salary schedule for 2018/2019 shall be increased by 2.71% on schedule retroactive to July 1, 2018.

8.1.2 The district shall increase the salary base by \$1700 for 2018/2019.

#### 8.2 Calendar

8.2.1 The instructional calendar shall consist of 212 days.

8.2.2 Individual site calendars will be developed reflecting site and/or program needs.

8.2.3 Unit members may request a reduction in the number of contract days they are assigned and if approved, shall have their salary adjusted proportionately.

8.2.4 Any days worked in addition to the contract days specified in 8.2.1 shall be compensated on an hourly basis.

8.2.5 The District will notify CSEA whenever there are changes to the instructional calendar that would impact the operation of the individual centers and require changes in the work days for unit members. Any changes or adjustments shall require negotiations prior to implementation.

#### 8.3 Hours

Individual Master Teacher/Teacher assignments will be determined by employee request, subject to site supervisor/director approval.

8.3.1 The Director/Site Supervisor of each Center will be responsible for assigning work schedules and duties including lunch and rest periods with consideration for the needs of the children and the individual needs of the unit member. Lunch breaks will occur either an hour before or after the midpoint of a unit member's shift.

8.3.2 Unit members with a caseload of 6-10 children will have 3.5 hours per week of time without children for planning and assessment activities. Unit members with a caseload of 11-30 children will have 5 hours per week without children for planning and assessment activities, while unit members with a caseload of 31-50 children will have 7.5 hours per week without children for planning and assessment activities. If circumstances prevent a unit member from receiving this allotted time, management will make every effort to provide an alternative time to complete planning and assessment activities. If the workweek is reduced due to District holidays, this time will be prorated accordingly for all unit members.



#### 8.4 Stipends

- 8.4.1 A unit member hired as a Site Supervisor shall receive a stipend of \$500 per month for twelve (12) months.
- 8.4.2 A unit member assigned as an Assistant Director shall receive a stipend of three hundred dollars (\$300) per month for twelve (12) months.

#### 8.5 Provisions Governing the Salary Schedule

##### 8.5.1 Initial Placement

- A. At the time of initial employment, salary placement shall be determined on the basis of the available information. Unit members are responsible to see that a complete set of transcripts, credentials and degrees are on file in the Human Resources Office no later than 45 days after the date of employment. The final determination regarding placement for the year shall be based upon the transcripts and degrees on file.
- B. Associate, Bachelor, and Master's Degree in any field are acceptable for placement on the salary schedule.

##### 8.5.2 Appointment and Step Advancement

- A. New unit members will be appointed to the first step of the position to which appointment is made. Step advancement will occur on the first contract day following completion of the required year or years of service in the same position. For purposes of step advancement, a year of service will be credited if the unit member serves at least 75% of the number of days in the instructional year.
- B. Step advancement for all bargaining unit members shall resume effective July 1, 2012. Effective the next pay period after ratification of tentative agreements reached at the conclusion of 2013/2014 reopener negotiations, all eligible bargaining unit members shall be moved one additional step. An eligible bargaining unit member shall be all bargaining unit members who worked for the District before July 1, 2012 and who have not reached Step 12 on the Salary Schedule.

Example: A bargaining unit member who was on Step 2 when the step advancement froze in 2009 and moved to Step 3 on July 1, 2012 is due to move to Step 4 through regular step advancement and shall move one additional step, to Step 5, pursuant to this article.

##### 8.5.3 Change in Position

- A. Any unit member who is promoted from teacher to master teacher shall receive the nearest higher salary, which affords at least five percent (5%) additional compensation, as of the date upon which the appointment becomes effective. Such unit member shall be granted a step increase in accordance with the provisions for step advancement as stated in Section 8.5.2 above.

#### 8.5.4 Change of Classification

- A. Degrees earned after initial employment as a result of college level study may be used for transferring from one class to another across the salary schedule. Such credit must be from a college or university that has not only legal and regional accreditation standing but also transfer privileges of graduate or undergraduate work to other colleges and universities of accredited standing.
- B. The degree, which must be in a field related to the unit member's assignment, shall be recognized for salary credit when official transcripts from the institution granting the degree are on file in Human Resources.
- C. Changes of salary classification shall be effective the first day of the semester following receipt of verification in accordance with the provisions of this section.
- D. Changes in classification shall resume as of July 1, 2012. Any Classification change requests that were submitted prior to June 30, 2012 shall be effective as of the first day of the Fall 2012 semester

#### 8.6 Work Schedules

- 8.6.1 District shall provide unit member with a seven (7) calendar day notice before altering their regular assigned work hours or days. By mutual agreement, notice can be less than seven (7) days.

CSEA reserves the right to meet and confer over any work schedule change of a unit member employee prior to implementation

## **ARTICLE 9**

### **TRANSFERS**

#### 9.1 **Definition**

9.1.1 A "transfer" is a movement from one Center to another.

#### 9.2 **Voluntary Transfers**

By June 30<sup>th</sup> of each year, a unit member interested in transferring to another site for the following program year shall submit a transfer request to the Executive Director of Child Development Services to be considered for the upcoming program year. If no request(s) are on file or if the request(s) does not meet the position requirements, the District will be free to proceed at their discretion with implementing Article 9.3 or posting the vacancy externally.

9.2.1 A unit member may only transfer from one site to another one time during the academic year.

#### 9.3 **Involuntary Transfers**

9.3.1 Unit members may be transferred to fulfill District needs or requirements because of vacancies, surplus of staff, lack of work, lack of funds, or administrative requirements, beginning with the least senior unit member who meets the position requirements.

9.3.1.1 When a unit member is transferred due to administrative requirements, the District must articulate the specific administrative requirements in writing.

9.3.2 Except in case of emergency, no transfer shall be made without five (5) work days notice to the unit member. CSEA reserves the right to meet and confer with the District over any involuntary transfer prior to implementation

9.3.3 Unit members shall have the right to meet with the Executive Director, Child Development Services before the unit member begins any new assignments. The unit member shall have the right to union representation during the meeting.

9.3.4 All temporary transfers shall be identified with a specific start and end date.

## **ARTICLE 10**

### **PROBATIONARY AND PERMANENT STATUS**

- 10.1 New unit members shall serve a probationary period of four years. During said period, the work performance and efficiency of the unit member shall be appraised in accordance with the provisions of Article 2 of this Agreement.
- 10.2. A tenured teacher who is promoted to a higher classification in the bargaining unit shall retain permanent status in the previous classification and shall serve a one year probationary period in the new classification.
- 10.3 A probationary teacher who is promoted to a higher classification in the bargaining unit shall maintain any years of service earned toward the acquisition of tenure.

## ARTICLE 11

### HEALTH AND WELFARE

11.1 Health - District shall maintain, in participation with regular members and eligible dependents, a health insurance program.

11.2 Dental - District shall maintain, in participation with regular members and eligible dependents, a dental insurance program.

11.3 General

11.3.1 All insurance programs are subject to carrier requirements for eligibility enrollment and processing of claims.

11.3.2 Insurance programs listed herein shall continue during leaves with pay.

11.3.3 Insurance programs listed herein shall not continue during leaves without pay, except, unit members at their option may, by paying full District and employee premium amounts, continue the health and dental programs.

11.4 Regular Part-Time Unit Members

Unit members who serve under this contract between sixty percent\* (60%) and ninety-nine percent (99%) of a full-time equivalent are eligible for benefits prorated at the same ratio as their assignment bears full-time service as described in 11.5.

\*(Example: For use in part day programs such as Twilight session.)

11.5 Insurance Premiums

The portion of the premium paid by the District will be referred to as the District's actual cost. The base figure for each succeeding year will be the District's actual cost for the immediate preceding year. As of July 1, 2019, the maximum District contribution, is \$19,320. If the annual premium renewal rates represent an increase of more than 6%, the District and CSEA agree to immediately open negotiations on this article.

For 2018/2019 the District shall contribute for each level of medical/dental coverage, the amount presented below. All additional premium costs in excess of the Total District Contribution shall be paid by the employee through payroll deduction.

11.6 Additional Benefits

The District will decrease its contribution from \$3200 to \$1500 per year per eligible full-time contract unit member to be utilized toward dependent coverage, or other approved deductions consistent with IRS regulations, effective July 1, 2018.

11.7 Life Insurance

Effective July 1, 1989, unit members serving under a contract of 50% or more of a full-time equivalent will be provided life insurance coverage of at least \$50,000.

11.8 Retiree Coverage

11.8.1 For all unit members retiring on or after July 1, 1990, with 15 or more years of service to the District, the District will pay toward retiree's insurance premium the base figure in Section 11.5 for the 1999/2000 school year. The portion of the premium paid by the District will be referred to as the District's actual cost.

11.8.2 For all unit members retiring on or after July 1, 1992, with less than 15 years of full time service, but with ten years or more of full time service, may participate in medical/dental benefits by paying their own premiums.

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

## ARTICLE 12

### MILEAGE AND CONFERENCE REIMBURSEMENT

- 12.1 District shall reimburse unit members for mileage on personal automobiles when used on authorized District business at the Board approved rate per mile. Expenses incurred through attendance at approved conferences shall be reimbursed subject to budget constraints.

## ARTICLE 13

### MAINTENANCE OF BENEFITS

- 13.1 Nothing contained in this agreement shall be interpreted as to imply or permit the invocation of past practice, or tradition, or accumulation of any unit member rights or privileges other than those expressly stated herein. Parties agree that past practices, standards, obligations and commitments of the Board to its employees relating to this contract are rejected mutually as a condition of entering into this Agreement, except as they are expressly stated herein.



## ARTICLE 14

### HEALTH AND SAFETY

- 14.1 District agrees to comply with OSHA general industry standards as applied to conditions of employment. 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 their immediate supervisor. The immediate supervisor shall forward written reports from unit members regarding unsafe conditions to the District Safety Coordinator. The District Safety Coordinator shall respond to the unit member via the immediate supervisor 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 in writing. No unit member shall be discriminated against as a result of reporting any condition believed to be a safety violation.
- 14.2 The District will provide (1) one annual First Aid/CPR training at no cost to employees. This training will be scheduled during a nonstudent day on the instructional calendar as determined by the district.

## ARTICLE 15

### EFFECTS OF LAYOFF

#### 15.1 DEFINITION OF THE PROCESS

Unit members shall be subject to layoff for lack of work or lack of funds.

#### 15.2 Seniority Procedures

15.2.1 Seniority shall be based upon original hire date as a Teacher or Master Teacher.

15.2.2 Seniority List: Unit members shall be ranked by hire date seniority. The district shall conduct a lottery to determine the seniority of any unit members with the same original hire date. This list will be used for determining:

Layoff in the proper sequence.

The exercise of displacement rights to retain employment.

15.2.3 Displacement Rights: Unit members who are to be laid off, may exercise bumping rights in their class (Teacher or Master Teacher) The unit member\_bumped shall be the one with the least seniority. A Master Teacher may bump a less senior Teacher, however a Teacher may not bump a less senior Master Teacher.

15.2.4 A unit member\_accepting a position in a lower classification in lieu of layoff, shall be placed on a step in the service of the previous classification which is nearest to, but not higher than the monthly salary he/she would have earned in the former classification.

#### 15.3 NOTIFICATION OF UNIT MEMBERS

15.3.1 Unit members\_affected by layoff shall be given written notice sixty (60) days prior to the effective date of layoff and shall be informed of their displacement rights (bumping), if any, and re-employment rights.

15.3.2 Specially Funded Programs: When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and unit members will be subject to layoff due to lack of funds; the unit members\_to be laid off shall be given written notice on or before May 29, informing them of their layoff and displacement rights. If the termination date of any specially funded program is other than June 30, such notice shall be given not less than 30 days prior to the effective date of layoff.

15.3.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board without the notice required by paragraphs 15.3.1 and 15.3.2 above.

15.4 Rights of Unit Members Laid off for Lack of Work or Funds

15.4.1 Re-employment Rights: Unit members laid off are eligible for re-employment for a period of 39 months.

15.4.1.1 A unit member on a re-employment list may decline three offers of re-employment in his/her former class. After his/her third refusal, the unit member's name will be removed from the re-employment list.

15.4.1.2 Removal of Name from Re-employment List

a. A unit member's name may be removed from the re-employment list for the class from which they have been laid off if they fail to respond to a written notice of employment within twenty (20) calendar days of notification.

b. The District may take an action to remove a unit member's name from the re-employment list permanently for the following reasons:

Conviction of a crime which would be sufficient to support dismissal of a unit member.

Making false statements on an application form

15.4.2 Displacement Rights: A unit member may exercise bumping rights pursuant to guidelines set forth in 15.2.3 of these guidelines.

15.4.3 Benefit Rights: If a unit member is re-employed by the District within 39 months after the date of previous termination, his/her accumulated sick leave allowance and service credit for longevity pay shall be reinstated.

15.4.4 Substitute Employment: Unit members laid off shall be placed on the substitute list for all-in for substitute employment in any class within the District in which they have served and/or have displayed that they meet the minimum qualifications. Such unit members shall be afforded such work on a rotational basis in accordance with seniority.

15.4.5 Effects of Layoff on Remaining Unit Members: Unit members remaining in employment shall not be required to work additional hours or required to perform overtime as a result of layoffs.

15.4.6 Unit members who have exhausted (or waived displacement rights) may request to be interviewed for vacancies for lateral or lower classifications for which they meet minimum qualifications. These unit members shall be interviewed prior to other unit members or outside applicants, providing the unit member requests an interview prior to the closing date of the posting.

15.4.7 The District shall continue to pay health insurance benefits received immediately prior to layoff at the current rate for all unit members laid off for one month following the date the District's obligation to maintain said benefits would otherwise cease.

15.4.8 Unit members subject to layoff may receive up to three days paid release time to

search for alternative employment. Such time must have the prior approval of the immediate supervisor.

15.5 COMPREHENSIVE EFFECTS OF LAYOFF

Article 15 constitutes a comprehensive layoff article. CSEA and the District agree that in the event of a layoff during the term of this Agreement, the provisions of Article 15 constitutes any and all rights or benefits to which a unit member subjected to this article is entitled and that CSEA waives any right it has or may have to demand to bargain over the effects of layoff. The District will meet with CSEA thirty (30) days prior to the layoff taking effect to discuss the order of layoff and transfer or reassignment of unit members in the affected classifications.

## ARTICLE 16

### PROGRESSIVE DISCIPLINE

#### Progressive Discipline

- 16.1 Progressive discipline is a strategy for taking positive steps in order to stimulate the improvement of unit member performance. Progressive discipline enables supervisors to assist unit members to meet performance standards and adhere to established rules, procedures and expectations of acceptable job behavior. Progressive discipline should be administered in an objective, consistent, reasonable, and confidential manner.
- 16.2 CSEA and the District agree that progressive discipline will be applied except in cases of gross misconduct. Acts of gross misconduct are intentional, wanton, willful, deliberate, reckless, or in deliberate indifference to the District's interest. Insubordination is the willful or intentional disregard of the lawful and reasonable instructions of the employer or the refusal to obey an order which a manager/supervisor/designated lead is entitled to give and have obeyed. Acts of gross misconduct and/or insubordination may result in the pursuit of immediate disciplinary action.
- 16.3 The rule of thumb regarding the use of progressive discipline is the employee should:
- a. Be informed of performance standards and job behavior expected on the job;
  - b. Be given feedback on any problems of job performance or behavior.
  - c. Be given no less than one verbal warning that is documented and maintained by the supervisor or may be given a Letter of Direction in conjunction with the initial verbal warning if the offence is not illegal, or does not rise to the level of gross misconduct.
  - d. Neither preceding action will result in documentation being placed in the unit member's personnel file.
  - e. Should a regularly scheduled evaluation be due within 90 days of the act which would have resulted in implementation of progressive discipline, Article 8 may be utilized in lieu of the section above

A Letter of Direction shall include specific recommendations and time periods for improvement, and if appropriate, provisions for assisting the unit member in implementing any recommendations made. Failure to comply with the Letter of Direction may result in written reprimand and/or disciplinary action.

- 16.4 Unit members shall have the right to CSEA chapter representation and/or a Labor Relations Representative present during any verbal counseling, disciplinary meeting, hearing or appeal conducted by the District administration. Both the unit member and CSEA chapter representative(s) shall have the right to reasonable travel time to and from the verbal counseling meeting, disciplinary meeting, hearing or appeal.

#### Disciplinary Action Procedures

- 16.5 The causes for disciplinary action are enumerated in Administrative Regulation 4319.

- 16.6 Disciplinary action may include suspension with or without pay, demotion or termination. No disciplinary action shall be taken against any permanent unit member for any cause which arose prior to the date in which the unit member became permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of a Notice of Disciplinary Action, unless such cause was concealed or not known to the District. Bargaining unit members with permanent status shall be subject to discipline only for just cause, pursuant to this article. The District retains the right to terminate initial-entry probationary unit members without cause.
- 16.7 If the District proposes that a unit member receive discipline, the following due process procedure shall be followed:
- 16.7.1 The unit member shall be notified in writing of the intent to discipline. The notice shall in ordinary and concise language outline the specific acts and/or omissions upon which the disciplinary action is based; the rule or regulation, policy, practice or law which the employee has violated; the level of discipline to be imposed; any materials upon which the action is based; and the length of time in which the unit member will have to respond either orally or in writing to the due process (Skelly) notice. This notice shall also include a "Request for Skelly Meeting" form.
- 16.7.2 The unit member shall have the opportunity to respond to the notice orally (Skelly meeting) or in writing within ten (10) calendar days. This meeting shall be held before a Cabinet-level administrator who is not a party to the proposed disciplinary action, either as the supervisor initiating the proposed disciplinary action or as a direct witness to the proposed charges. In the alternative, the permanent unit member may elect to respond in writing to the notice of recommended disciplinary action to the designated administrator. The Skelly officer shall have the authority to uphold, reduce, or dismiss the discipline and/or charges brought forth by the District.
- 16.7.3 If disciplinary action is proposed after the due process (Skelly) meeting, the unit member shall be notified in writing of the specific acts and/or omissions upon which the disciplinary action is based; the rule or regulation, policy practice or law which the employee violated; the level of discipline to be imposed; any materials upon which the action is based; and the length of time in which the employee will have to appeal the disciplinary action.
- 16.7.4 If the unit member chooses to appeal the disciplinary action, he/she must file a "Request for Evidentiary Hearing" with the Human Resources Office within ten (10) calendar days of the date of service of the written notice specified in 16.7.3. Service of notice shall be by mail to the unit member's address of record on file in the Human Resources Department unless the district elects to serve the notice by personal delivery in lieu of mail delivery. This form shall be included with the written notification specified in Article 16.7.3. The hearing will be conducted in accordance with Administrative Regulation 4319. Hearings may be heard by the Board of Trustees, or a designated hearing officer agreeable to both the District and CSEA.
- 16.7.5 After the permanent unit member has had an opportunity to respond to the notice of recommended disciplinary action, but has not requested a hearing or has failed to request a hearing in the prescribed time period, the recommendation of disciplinary action shall be submitted to the Board of Trustees. The unit member shall have the

right to address the Board of Trustees regarding the proposed disciplinary action pursuant to the provisions of the Government Code.

16.7.6. The permanent unit member shall be provided written notification of the Board's decision.

16.7.7 This article is not subject to the grievance procedure.

## ARTICLE 17

### MAINTENANCE OF OPERATIONS

- 17.1 It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance and that there should be no interference with such operations.
- 17.2 Association agrees that neither Association nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, at the request of the Association, a strike against the District, or the concerted failure to report for duty, or willful absence from his/her duties of employment. The District agrees that it shall not cause or engage in a lockout.
- 17.3 Nothing contained in this Agreement shall be construed to restrict or limit the District in its right to seek and obtain such judicial relief as it may be entitled to have under law for any violation of this or any other Article; and to take such action as it deems necessary to discipline and/or discharge any employee for violation of this Article.
- 17.4 Unit members shall not be entitled to any wages or benefits whatsoever, including but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from his/her duties of employment.



## ARTICLE 18

### MANAGEMENT RIGHTS

- 18.1 The Association recognizes and agrees that the exercise of the express and implied legal powers, rights, duties and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and, the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- 18.2 The Association recognizes and agrees that the District's 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.
- 18.3 The Association recognizes and agrees that the District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency. An emergency is considered an Act of God, a natural disaster, or other dire interruption of the District program. Where an emergency is declared, District shall immediately notify and consult with the Association. The Association agrees it will abide by such emergency decisions of the Board during the declared emergency.
- 18.4 District agrees that in regard to a declared emergency and decisions made therein within the scope of representation, that the Association shall have the right to subject such declaration and decisions to the provisions of the Grievance Procedure, Article 5.
- 18.5 Physical Examination

A unit member may be required by the Chancellor to be examined by a District-approved physician at any time at District expense.

## **ARTICLE 19**

### **JOB OPENINGS**

- 19.1 Unit members shall be given consideration for open positions when their training and ability demonstrate that they are qualified. Released time will be granted for the interview if the applicant is a full-time unit member. When job openings occur, unit members will be notified through district email with the subject heading listed as “Job Opportunity Listing” for a minimum of five (5) work days before the deadline.
- 19.2 A permanent unit member who acquires probationary status as a result of job opening change shall retain permanent status in his/her former position until completion of the probationary period in the new position. In the event that the probationary period in the new position is not successful, the unit member shall revert to his former position with all the previous rights and privileges.
- 19.3 Unit applicants shall be furnished notification of the time and date of scheduled interviews prior to such interviews.

## ARTICLE 20

### WAIVER OF BARGAINING

- 20.1 This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 20.2 During the term of this Agreement, the Board and the Association expressly waive and relinquish the right to bargain collectively on any matter:
- 20.2.1 Whether or not specifically referred to or covered in this Agreement;
  - 20.2.2 Even though not within the knowledge or contemplation of either party at the time of negotiations;
  - 20.2.3 Even though during negotiations the matters were proposed and later withdrawn;
  - 20.2.4 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.
- 20.3 Such waiver does not preclude bargaining collectively for subsequent, new collective bargaining agreements during the term of this Agreement.
- 20.4 In the event of a major change in funding which would result in program reduction to the Child Development Centers, the District will offer to consult with the Association before Board approval of reductions.

## ARTICLE 21

### **ASSIGNED PROFESSIONAL RESPONSIBILITY EVENTS AND WORKLOAD**

#### 21.1 Assigned Professional Responsibility Events

21.1.1 The Association and the District agree to meet on or before the end of March of each year in order to negotiate events that members work outside of the traditional work day for the following contract year. Members will be assigned two (2) events from the list of events negotiated. Members will be required to work up to 4 hours for each of these two events and will be paid at Beyond Contract Rate.

21.1.2 Members who cannot work their selected event(s) will be required to work an additional event(s) from a list of events provided to unit member.

#### 21.2 Workload

21.2.1 Unit Members with a caseload of 6-10 children will have 3.5 hours per week of time without children for planning and assessment activities. Members with a caseload of 11-30 children will have 5 hours per week without children for planning and assessment activities, while members with a caseload of 31-50 children will have 7.5 hours per week without children for planning and assessment activities. If circumstances prevent a unit member from receiving this allotted time, management will make every effort to provide an alternative time to complete planning and assessment activities. If the workweek is reduced due to District holidays, this time, will be prorated accordingly for all members.

## **ARTICLE 22**

### **SENIORITY**

#### 22.1 **Seniority**

22.1.1 District Seniority shall mean the length of service from the first date of paid service within the bargaining unit.

22.1.2 Length of Service shall mean all hours in a paid probationary or permanent status, excluding overtime.

22.1.3 Position Seniority shall mean the length of service from the first date of paid service within the position included within the recognized bargaining unit.

## ARTICLE 23

### DURATION OF AGREEMENT

Except as otherwise indicated in 23.1 below, the provisions of this Agreement and its subsequent amendments shall be in effect from July 1, 2018 until June 30, 2021. The Association agrees to submit its initial proposal for a successor agreement or reopener no later than March 1 of each year. The District agrees to present its initial proposal no later than 30 days following the public hearing for the association's proposal. The Association and the District agree to begin negotiations following the public hearing of the District's proposal.

23.1 The Association and the District agree to the following limited reopener for 2019-20 and 2020-2021:

1. Wages, Article 8 - 8.1.1, Salary
2. Health and Welfare, Article 11
3. No more than two articles to be specified by the Association.
4. No more than two articles to be specified by the District.

Signed on May 1, 2019.

STIPULATED  
UNIT RECOGNITION AGREEMENT  
"CHILD DEVELOPMENT TEACHERS UNIT"

This Agreement is between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT hereinafter referred to as "DISTRICT" and the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, hereinafter referred to as "ASSOCIATION".

It is hereby agreed between DISTRICT and ASSOCIATION that:

1. Pursuant to the Rodda Act (SB160) and rules and regulations of the Public Employment Relations Board, the Board of Trustees of DISTRICT recognizes ASSOCIATION as the sole and exclusive bargaining representative for a certificated unit of employees designated as the "CHILD DEVELOPMENT TEACHERS UNIT".
2. The CHILD DEVELOPMENT TEACHERS UNIT shall:
  - A. INCLUDE  
All certificated employees assigned to duties at the Rancho Santiago Community College District Child Development Centers.
  - B. EXCLUDE
    1. All day-to-day substitutes;
    2. All other certificated employees lawfully designated as management, supervisory, or confidential.

DATED: July 24, 2016

DISTRICT:

ASSOCIATION:

Signature on File

Signature on File

\_\_\_\_\_

\_\_\_\_\_

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
STATEMENT OF GRIEVANCE FORM

---

EMPLOYEE NAME	UNIT	DEPARTMENT
---------------	------	------------

---

Date of Alleged Grievance	Date of Informal Discussion - Level I	Date of Oral Response
---------------------------	---------------------------------------	-----------------------

---

Date of Filing of this Statement	Specific Articles and Sections Alleged to Been Violated
----------------------------------	---

---

Employee's Statement of Alleged Violation and Grievance - What is the Factual Contention, what has occurred? Provide full facts necessary to support your position.

---

State full relief, remedy, action you believe is required to resolve this alleged grievance.

---

---

LEVEL II

Next Higher Supervisor/Manager or Designee Response to Alleged Grievance:

Date of Receipt:

Date of Response:  
Grievance Resolved:

Grievance Denied:

---

LEVEL III

Administrator/Management or Designee Response to Alleged Grievance:

Date of Receipt:

Date of Response:  
Grievance Resolved:

Grievance Denied:

---



---

LEVEL IV

Executive Vice Chancellor, Human Resources  
& Educational Services, or Designee Response  
to Alleged Grievance:

Date of Receipt:

Date of Response:  
Grievance Resolved:

Grievance Denied:

---

LEVEL V

Chancellor or Designee Response  
to Alleged Grievance:

Date of Receipt:

Date of Response:  
Grievance Resolved:

Grievance Denied:

---

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

DATE OF EMPLOYEE NOTICE:

---

LEVEL VI

Fact Finding Panel Response to Alleged Grievance:

Date of Receipt:

Date of Response:

---

LEVEL VIIA

Board of Trustees with Optional Fact-Finding Panel  
Recommendation: The Final and Binding Decision of the  
Decision of the Board is:

Date of Receipt:

Date of Board Meeting:

Date of Decision:

---

LEVEL VIIB

Board of Trustees Without Fact-Finding Panel  
Recommendation: The Final and Binding Decision of the Board is:

Date of Receipt:

Date of Decision:

---

NOTES:

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

**Rancho Santiago Community College District**  
**2018/2019 REVISED PERMANENT**  
**ANNUAL SALARY SCHEDULE**  
**CHILD DEVELOPMENT CENTER TEACHERS**  
**CSEA CHAPTER 888**  
**Effective July 1, 2018**

**TEACHER**

STEP	ASSOCIATE			
	TEACHER	PERMIT	AA	BA
1	\$26,761.38	\$34,456.95	\$36,094.49	\$37,811.85
2	\$27,545.88	\$35,307.74	\$36,943.08	\$38,660.43
3	\$28,330.40	\$36,158.56	\$37,795.00	\$39,512.37
4	\$29,112.64	\$37,010.50	\$38,644.69	\$40,362.06
5	\$29,898.29	\$37,859.06	\$39,494.39	\$41,212.87
6	\$30,682.78	\$38,711.00	\$40,346.32	\$42,063.68
7	\$31,465.01	\$39,561.81	\$41,196.02	\$42,914.50
8	\$32,250.65	\$40,411.51	\$42,047.94	\$43,765.32
9	\$33,032.90	\$41,262.33	\$42,896.52	\$44,615.02
10	\$33,817.41	\$42,112.02	\$43,747.33	\$45,465.83
11	\$34,599.66	\$42,963.96	\$44,600.40	\$46,316.63
12	\$35,385.29	\$43,813.65	\$45,450.09	\$47,165.20

**MASTER  
TEACHER**

STEP	AA	BA	MA
1	\$41,492.72	\$43,479.83	\$45,568.09
2	\$42,380.63	\$44,367.75	\$46,452.62
3	\$43,267.40	\$45,255.66	\$47,340.53
4	\$44,154.20	\$46,142.44	\$48,288.44
5	\$45,043.21	\$47,030.33	\$49,117.46
6	\$45,931.12	\$47,918.23	\$50,004.24
7	\$46,817.91	\$48,805.01	\$50,892.16
8	\$47,704.69	\$49,690.68	\$51,780.06
9	\$48,592.59	\$50,580.83	\$52,666.84
10	\$49,479.38	\$51,468.75	\$53,554.74
11	\$50,369.54	\$52,355.52	\$54,442.65
12	\$51,258.57	\$53,243.42	\$55,328.32

The annual rate will be paid in 12 equal monthly payments. A \$300/month stipend will be paid to the employee who serves in the capacity of Assistant Director. A \$500/month stipend will be paid to the employee who serves in the capacity of Site Supervisor.

**Rancho Santiago Community College District**  
**2018/2019 REVISED PERMANENT**  
**HOURLY SALARY SCHEDULE**  
**CHILD DEVELOPMENT CENTER TEACHERS**  
**CSEA CHAPTER 888**  
 Effective July 1, 2018

**TEACHER**

STEP	ASSOCIATE			
	TEACHER	PERMIT	AA	BA
1	\$15.11	\$19.76	\$20.75	\$21.78
2	\$15.58	\$20.26	\$21.25	\$22.29
3	\$16.05	\$20.78	\$21.77	\$22.80
4	\$16.52	\$21.30	\$22.29	\$23.32
5	\$17.01	\$21.80	\$22.79	\$23.84
6	\$17.48	\$22.32	\$23.31	\$24.34
7	\$17.95	\$22.84	\$23.83	\$24.86
8	\$18.42	\$23.34	\$24.33	\$25.38
9	\$18.89	\$23.86	\$24.85	\$25.88
10	\$19.37	\$24.38	\$25.37	\$26.40
11	\$19.84	\$24.90	\$25.88	\$26.92
12	\$20.31	\$25.40	\$26.39	\$27.42

**MASTER  
TEACHER**

STEP	AA	BA	MA
	1	\$24.01	\$25.20
2	\$24.54	\$25.74	\$27.00
3	\$25.07	\$26.28	\$27.54
4	\$25.61	\$26.81	\$28.06
5	\$26.14	\$27.35	\$28.60
6	\$26.68	\$27.88	\$29.14
7	\$27.22	\$28.41	\$29.68
8	\$27.75	\$28.95	\$30.21
9	\$28.29	\$29.49	\$30.75
10	\$28.83	\$30.03	\$31.29
11	\$29.36	\$30.56	\$31.82
12	\$29.90	\$31.10	\$32.36



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Handbook for the Evaluation of Master Teachers/Teachers and  
Tenure Review Master Teachers/Teacher

**PROLOGUE**

This handbook is a product of the collective bargaining agreement between the California School Employees Association (CSEA) and the Board of Trustees. It is intended as a tool for implementing portions of Article 2, Evaluation of the Contract. All master teachers/teachers and Site Directors conducting evaluations will use the guidelines, timelines, and procedures defined in this handbook.

**PHILOSOPHY AND PURPOSE OF EVALUATION**

The philosophy underlying the evaluation of master teachers/teachers at the Child Development Centers of Rancho Santiago Community College District (RSCCD) is reflected in the mission statement of the college district and in the overriding concern among all members of the college community for the quality of academic programs and student services. Just as the mission of the college district is rooted in humanistic motives, the philosophy underlying master teacher/teacher evaluation embraces the humanistic principles of individual worth, dignity, responsibility, and fairness, as well as the individual's capacity for self-realization in a nurturing, collegial environment.

Emanating from this philosophy, the purposes of evaluation are twofold. First, evaluation is a process for improving the performance of all master teachers/teachers, reflecting the college district's commitment to quality. Secondly, evaluation is a process for the collaborative assessment of the performance and potential of a new master teacher/teacher in preparation for tenure recommendation. Evaluation is to be a fair and unbiased process that provides opportunities for improving and sharing skills and talents. The handbook presents the procedures, guidelines, and timelines for conducting evaluations of master teachers/teachers.

The evaluation of non-tenured master teachers/teachers aims at ensuring the highest quality of teaching and professionalism by providing for a regular meaningful assessment of master teacher's/teacher's performance in a variety of roles. Teaching and the promotion of learning are at the heart of all educational activities. The recommendation for tenure status is ultimately more important than the recommendation to hire, since once the Board of Trustees approves the recommendation for tenure, the master teachers/teachers become a permanent member of the college community. These guidelines, procedures, and activities defined for tenure review represent the best efforts of master teachers/teachers and Site Directors and administrators to create

a complete, fair, and objective process. Neither the creators of, nor the process, itself, are perfect. Decision-making is always difficult, especially when the decision may lead to the dismissal of an employee. What is necessary is a thoughtful report of a master teacher's/teacher's primary responsibility, which is carefully documented and includes both that which is well done and specific comments about areas in need of improvement.

#### **DEFINITION OF A PEER REVIEWER**

All tenured and contract master teachers/teachers will be assigned a peer reviewer by their Site Director with the approval of the Executive Director of Child Development Services. A new master teacher/teacher who is going through the tenure review process may ask to have an additional master teacher/teacher assigned to their review process to serve in the role of mentor. Tenured master teachers/teachers also have the option of requesting the addition of a second master teacher/teacher as an evaluator, if desired.

#### **DEFINITION OF A PORTFOLIO**

A portfolio is a personal file designed by the master teacher/teacher to show his/her work as an Early Childhood Educator. The file may contain any achievements or work that the master teacher/teacher would find appropriate.

The portfolio may include but is not limited to: a sample lesson plan and monthly objectives, documentation of professional growth (classes taken, workshops attended, and certificates earned), statement of personal growth (reflections on your experiences over the semester), reference letters by parents and staff, and membership in any professional organizations. A copy of the Peer Review may only be placed in the portfolio with the approval of the master teacher/teacher being reviewed.

### **SELF-EVALUATION**

Significant benefits of the evaluation process are derived from periodic self-evaluation. In preparation for each evaluation and/or tenure review cycle, a self-evaluation report will be completed and is due by November 15. This self-evaluation is given to the Site Director, who in turn will place the self-evaluation in the employee's portfolio for use by the Site Director and the Peer Reviewer. A copy will be sent to the Executive Director of Child Development Services and the Assistant Vice Chancellor, Educational Services for signature. Self-evaluations are completed each year for every staff member.

### **EVALUATION OF MASTER TEACHERS/TEACHERS FOR TENURE**

#### **Contract One Evaluation**

During a master teacher's/teacher's first year, the Peer Reviewer and the Site Director (designated by the Chancellor to oversee the process for the Board of Trustees) will observe and evaluate the new master teacher/teacher.

All Contact I master teachers/teachers will be evaluated by November 15 and again by February 15. At the conclusion of each evaluation, the master teachers/teachers must sign the report. The

signature does not necessarily indicate agreement with the report, and the master teacher/teacher may submit a written response within ten (10) working days. Both the evaluation and the response will be included in the master teacher's/teacher's tenure report.

The Peer Reviewer and the Teacher will meet at the conclusion of the observation to discuss the observation results and the portfolio.

### **Contracts Two and Three Evaluations**

During a master teacher's/teacher's second through fourth years, the Peer Reviewer and the Site Director (designated by the Chancellor to oversee the process for the Board of Trustees) will observe and evaluate the master teacher/teacher.

All Contract II, III and IIIB master teachers/teachers will be evaluated by February 1. At the conclusion of each evaluation, the master teachers/teachers must sign the report. The signature does not necessarily indicate agreement with the report, and the master teacher/teacher may submit a written response within ten (10) working days. Both the evaluation and the response will be included in the master teacher's/teacher's evaluation report.

Along with general considerations, the evaluators will identify changes and development since the Contract I evaluation, noting in particular the master teacher's/teacher's willingness to work on any areas recommended for improvement and tangible success in accomplishing that improvement since the last evaluation. During this time, the evaluation process should be viewed as an opportunity to note a candidate's progress toward tenure.

The master teacher/teacher will update his/her portfolio each year. This includes a new self-evaluation each year. The self-evaluation should comment on any suggestions for improvements made in previous evaluations. In addition, the self-evaluation should briefly identify strengths and areas for improvement to which the individual would like to pay particular attention during the evaluation process.

### **GUIDELINES FOR GRANTING TENURE**

The decision to grant tenure is an affirmative act, based on fair, reasonable, and professional evaluation of the master teacher/teacher. The decision to award tenure should normally be based on four years of evaluation of the employee.

### **EVALUATION OF TENURED MASTER TEACHER/TEACHER**

The self-evaluation will be done annually and is due November 15.

All tenured master teachers/teachers will be evaluated every three years. These evaluations include a peer and administrative evaluation. The peer and administrative evaluations are due June 1<sup>st</sup>. The Peer Reviewer and the Teacher will meet at the conclusion of the observation to discuss the observation results and the portfolio.

The administrative evaluation includes regular observations by the Site Director. The evaluator will use the appropriate form to complete an evaluation report, based on the observations and the portfolio. At the conclusion of administrative evaluation, the master teachers/teachers must sign the report. The signature does not necessarily indicate agreement with the report, and the master teacher/teacher may submit a written response within ten (10) working days. Both the evaluation and the response will be included in the master teacher's/teacher's evaluation report.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
 Child Development Center Teacher  
**Supervisor's Performance Appraisal**

Name:	Position:
Appraisal Period From:	To:

Tenured  Contract I  Contract II  Contract IIIa  Contract IIIb

• **EFFECTIVENESS AS MEMBER OF STAFF**

	OUTSTANDING*	COMPETENT	NEEDS IMPROVEMENT*
Demonstrates respect for other staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Works successfully with others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gets work done efficiently	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communicates well with others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrates dependability (includes punctuality, attendance, reliability)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assumes responsibility and takes initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Observes confidentiality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Respectful of needs of parents and children	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

• **EFFECTIVENESS AS TEACHER OF YOUNG CHILDREN**

	OUTSTANDING*	COMPETENT	NEEDS IMPROVEMENT*
Demonstrates respect/positive attitude toward children	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Open to exploration of new ideas, methods, strategies and techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demonstrates dependability through punctuality, attendance, following through on commitments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alert to total group under his/her supervision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responds appropriately to each child	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Observes and records child behavior objectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Creates a rich appropriate learning environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains control while supporting self-discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Evaluates children and program effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Implements curriculum which reflects knowledge of how children develop and learn	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Implements curriculum which reflects the philosophy of the center/interest and abilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Implements curriculum which reflects the individual needs, abilities of the children	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Implements curriculum which reflects creative use of activities & learning materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

• **EFFECTIVENESS AS A MASTER TEACHER**

	OUTSTANDING*	COMPETENT	NEEDS IMPROVEMENT*
Able to verbalize philosophy & goals of the program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervises team, including student teachers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facilitates the planning of developmentally appropriate activities by team	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Facilitates cooperation among team members	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Models and articulates a developmental philosophy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains written curriculum records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communicates effectively with parents, including parent conferences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keeps aware of current issues in the field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* **Comments Required**



I have read this appraisal of my performance and discussed it with my Supervisor. I understand that I have the right to respond in writing within ten (10) calendar days of this discussion to the supervisor.

**If additional space for comments is required, attach sheet to the evaluation form.**

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATUS SUMMARY** \_\_\_\_\_  
\_\_\_\_\_

**EFFECTIVENESS AS MEMBER OF STAFF** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EFFECTIVENESS AS TEACHER OF YOUNG CHILDREN:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EFFECTIVENESS AS A HEAD TEACHER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<p><b>Recommendation (check only one)</b></p> <p><input type="checkbox"/> Contract II   <input type="checkbox"/> Contract IIIa   <input type="checkbox"/> Contract IIIb   <input type="checkbox"/> Tenure</p> <p><input type="checkbox"/> Not recommended for Rehire</p>
--

**SIGNATURE SECTION:**

Signature: \_\_\_\_\_ / \_\_\_\_\_  
*Development Center Teacher* / *Date*

Prepared by: \_\_\_\_\_ / \_\_\_\_\_  
*Site Director* / *Date*

Acknowledged: \_\_\_\_\_ / \_\_\_\_\_  
*Executive Director, Child Development Services* / *Date*

Signature: \_\_\_\_\_ / \_\_\_\_\_  
*Vice Chancellor, Educational Services* / *Date*

Revised: 3/4/09jmr

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
California School Employees Association  
**Self Evaluation**

Child Development Center Master Teacher/Teacher

Name:	Position:
Appraisal Period From:	To:

Tenured  Contract I  Contract II  Contract IIIa  Contract IIIb

**Level of Proficiency**

1 = Demonstrates consistently

2 = Usually demonstrates

3 = Needs improvement

4 = Not observable

***INTERPERSONAL SKILLS***

- Functions effectively and respectfully within a multi-cultural environment, promoting positive behavior among children and adults.

SELF	
	Speaks with a voice that is gentle, quiet, calm and firm, sending messages that are direct and clear.
	Listens carefully and respectfully to children and staff.
	Acts relaxed and comfortable, yet alert to the total situation.

***TEACHING STYLES AND STRATEGIES***

- Shows knowledge and understanding of children's abilities and needs and how a developmental program can promote the growth and development of the children it serves.

SELF	
	Shows enjoyment and enthusiasm with children and expresses a genuine interest and concern for them. Is willing to learn from children and follow their lead.
	Relates positively to each child's personality and developmental level. Is aware of differing moods of children and can adjust expectation accordingly.
	Sets consistent, realistic limits and focuses on the behaviors, not the child.

***ENVIRONMENT***

- Provides a balanced, stimulating, and developmentally appropriate environment for children of varying needs.

SELF	
	Creates an environment both indoors and outdoors where children are comfortable enough to explore and initiate play.
	Facilitates social interactions among children.
	Questions and explores with children so that all learn through discovery.

***RELATIONSHIP TO OTHERS***

- Acknowledges and reinforces the strengths and achievements of others.

SELF	
	Promotes teamwork.
	Willing to listen to suggestions and other's ideas and is responsive to changes.
	Shares leadership when necessary, leads when necessary, steps aside when necessary.

***RELATIONSHIP TO PARENTS***

- Demonstrates professionalism with respect and sensitivity to each family's needs, cultural backgrounds.

SELF	
	Able to articulate the school's philosophy and goals.
	Approachable and accessible each day to communicate positively to families about their children.
	Does not discuss child's behavior to other families or in front of the child.

**PROFESSIONAL RESPONSIBILITIES**

- Uses initiative and creativity in fulfilling requirement of position within the scope of their responsibility.

SELF	
	Plans and implements a balanced program providing for the affective, social, physical, and cognitive growth of the children.
	Continues professional growth through workshops, in-services, classes, conferences, etc., in order to make informed decisions.
	Arrives to work on time and is dependable and regular in attendance.

**MASTER TEACHER RESPONSIBILITIES**

SELF	
	Provides leadership and supervision in a style which is respectful, helpful, and beneficial.
	Conducts parent conferences in a timely manner to discuss child's behaviors, strengths, weaknesses, insights, and works in a partnership with parents to set goals.
	Makes observations and maintains up-to-date portfolios and assessments.
	Demonstrates consistently appropriate child/adult interactions to serve as an exemplary model for teacher, student aides, and observers.
	Ability to articulate the interaction between program philosophy and theory to students, parents, and other team members.

**If additional space for comments is required, attach sheet to the evaluation form.**

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SIGNATURE SECTION:**

Signature: \_\_\_\_\_ / \_\_\_\_\_  
*Child Development Center Teacher* / *Date*

Acknowledged: \_\_\_\_\_ / \_\_\_\_\_  
*Supervisor* / *Date*

Acknowledged: \_\_\_\_\_ / \_\_\_\_\_  
*Executive Director, Child Development Services* / *Date*

Acknowledged: \_\_\_\_\_ / \_\_\_\_\_  
*Vice Chancellor, Educational Services* / *Date*

Revised: 3/4/09jmr

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
California School Employees Association  
**PEER REVIEW**  
Child Development Center Master Teacher/Teacher

Name:	Position:
Appraisal Period From:	To:

Tenured  Contract I  Contract II  Contract IIIa  Contract IIIb

---

**INTERPERSONAL SKILLS**

- Functions effectively and respectfully within a multi-cultural environment, promoting positive behavior among children and adults.
- Speaks with a voice that is gentle, quiet, calm and firm, sending messages that are direct and clear.
- Listens carefully and respectfully to children and staff.
- Acts relaxed and comfortable yet alert to the total situation.

**TEACHING STYLES AND STRATEGIES**

- Shows knowledge and understanding of children’s abilities and needs and how a developmental program can promote the growth and development of the children it serves.
- Shows enjoyment and enthusiasm with children and expresses a genuine interest and concern for them. Is willing to learn from children and follow their lead.
- Relates positively to each child’s personality and development level; is aware of differing moods of children and can adjust expectation accordingly.
- Sets consistent, realistic limits and focuses on the behaviors, not the child.

**ENVIRONMENT**

- Provides a balanced, stimulating, and developmentally appropriate environment for children of varying needs.
- Creates an environment both indoors and outdoors where children are comfortable enough to explore and initiate play.
- Facilitates social interactions among children.
- Questions and explores with children so that all learn through discovery.



DISCIPLINARY ACTION

- 87667 A contract or regular employee may be dismissed or penalized for one or more of the grounds set forth in Section 87732.
- 87732 No regular employee shall be dismissed except for one or more of the following causes:
- a. Immoral or unprofessional conduct
  - b. Dishonesty
  - c. Incompetency
  - d. Evident unfitness for service
  - e. Physical or mental condition that makes him or her unfit to instruct or associate with students.
  - f. Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing him or her.
  - g. Conviction of a felony or of any crime involving moral turpitude.
  - h. Conduct specified in Section 1028 of the Government Code.