



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

EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2015

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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 employee 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 Members may be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, five (5) working days if out-of-state travel is required, or exceeds one way four-hundred (400) land miles calculated from the teacher's worksite, per occurrence on account of, at the time of, death of any member of the member's immediate family.
- 3.1.2 "Members of the immediate family", as used in this section, means the blood, step and foster relatives limited to the mother, father, grandmother, grandfather, or grandchild of the member or of the member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative living in the immediate household of the member.

3.2 Jury Duty

- 3.2.1 When regularly called for jury duty or as a witness in the manner provided by law, members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty or act as a witness during the employee's regularly assigned working hours.
- 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 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 member.
- 3.2.4 A 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 Employees 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 employee's accumulated sick leave. An Employee Absence Card must be filed.
- 3.3.2 Personal necessity leave can be used for matters of compelling personal importance or family business which cannot be accomplished other than during the employee's

regular assigned working hours or deferred to a more convenient date or time to accommodate the regular work schedule.

- 3.3.3 Personal necessity leave may not be used for vacation or recreational use, outside employment (present or prospective), or appearance in court as a witness or litigant in an action adverse to the District.

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 member to more effectively perform their duties.

3.5 Industrial Accident or Illness Leave

- 3.5.1 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 employee becomes ill or is injured while he 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 employee.
- 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 employee 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 employee 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 an employee is receiving Worker's Compensation, he 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 employee 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 employee 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 employee is not medically able to assume the duties of his position, he 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 shall be employed in a vacant position in the class of his 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 shall be listed in accordance with appropriate seniority regulations. An employee who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed. The Board shall require certification by the attending physician that the employee is medically able to return and perform the duties of his position.
- 3.5.7 An employee 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 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 employees. Fractional assignments shall receive proportionate leave entitlement.
- 3.6.2 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 is employed bears to 12.
- 3.6.3 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 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 employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. New employees 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 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, dentists, optometrists, oculists, chiropodists, chiropractors, psychiatrists and Christian Science practitioners. 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 Members must be in active employment or on paid leave to earn or use sick leave. Members on extended illness leave are eligible to earn or use sick leave. Sick leave may be applied only on those days when the member is required to report for duty but cannot do so because of illness or injury. 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 employee 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 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 was employed bears 12.
- 3.6.11 Sick leave shall not be earned when an employee is on leave without pay. Sick leave shall be earned for all paid leaves.

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 employee 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

Members may apply for unpaid leave at any time. The Board may grant such leave provided the employee'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

Employees 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 employee shall be approved for catastrophic leave unless that employee has provided an acceptable medical certificate from a physician supporting the continued absence and setting forth that the employee is, and will continue to be, unable to perform the employee'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 employee'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 An employee 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 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 an employee knew or should have known of the occurrence of an alleged grievance, the employee shall orally discuss with the immediate supervisor/manager, or designee, the alleged grievance.
- B. If a satisfactory resolution is not reached within two (2) days of the oral discussion, the grievant shall present, 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 employee 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—Executive Vice Chancellor, Human Resources & Educational Services

- 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 Executive 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 Executive Vice Chancellor, or designee, shall communicate the decision in writing to the grievant within ten (10) days.
- D. Either the grievant or Executive 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 Distribution 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 employees while performing their duties. All such literature shall be signed by the individual authorized to distribute the materials.

6.2 Posting of Materials

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

6.3 Employee Organizational Contact Procedures

6.3.1 Association shall provide the Vice Chancellor of Human Resources the name(s) of a recognized employee 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 employees 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) 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 employee 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 employees 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

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.

6.9 Employee Lists and Relevant Data

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

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 District shall increase the salary/wage amounts as shown in Appendices “C” and “D” by 2.053% effective July 1, 2012.

8.2 Calendar

- 8.2.1 The instructional calendar shall consist of 207 days.
- 8.2.2 Individual site calendars will be developed reflecting site and/or program needs.
- 8.2.3 Individual Master Teacher/Teacher assignments will be determined by employee request, subject to site supervisor/director approval. Unit employees 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

The members and the District recognize the need to conform to the schedules of the individual Centers in opening and closing time for the maintenance of health and safety of the children in attendance.

- 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 employee.

8.4 Stipends

- 8.4.1 An employee hired as a Site Supervisor shall receive a stipend of \$500 per month for twelve (12) months.
- 8.4.2 An employee 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. Employees 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 Masters Degree in any field are acceptable for placement on the salary schedule.

8.5.2 Appointment and Step Advancement

- A. New employees 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 employee serves at least 75% of the number of days in the instructional year.
- B. Step advancement for all unit members shall resume effective July 1, 2012.

8.5.3 Change in Position

- A. Any employee 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 employee 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 employee'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.

ARTICLE 9

TRANSFERS/SENIORITY

9.1 Definition

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

9.2 District agrees it shall seek voluntary transfers prior to requiring an involuntary transfer.

9.3 Open Positions

9.3.1 Open positions will be posted in all centers for ten (10) calendar days.

9.3.2 Temporary openings which occur as a result of granting semester- or year-long leaves of absence, will be posted for ten (10) calendar days. In the case of a temporary master teacher opening, other master teachers will have first opportunity to apply. If no master teacher requests to be considered for the temporary assignment, the position will be opened to teachers. Interviews will be conducted for all applicants.

9.4 Voluntary Transfer

9.4.1 Transfer opportunities, vacancies within the bargaining unit, shall be posted for a period of five (5) calendar days prior to any permanent filling of the vacancy. The notice shall state the site of the vacancy, number of hours regularly assigned and job position.

9.4.2 Requests from unit members seeking transfers shall be considered by the selecting administrator.

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

9.4.4 All requests for transfer must be received at least five (5) days prior to the position closing date.

9.5 Involuntary Transfers

9.5.1 Employees may be transferred to fulfill District needs or requirements because of vacancies, surplus of staff, lack of work, lack of funds, or administrative requirements.

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

9.6 Seniority

9.6.1 District Seniority shall mean the length of service from the last continuous date of hire with the District.

- 9.6.2 Length of Service shall mean all hours in a paid probationary or permanent status, excluding overtime, commencing or continuing after July 1, 1971.
- 9.6.3 Position Seniority shall mean the length of service within the position included within the recognized unit.
- 9.6.4 Pre-July 1, 1971 Employees - unit members employed prior to July 1, 1971, shall, for purposes of determining total length of service, be credited from the last continuous date of hire with the District, or its direct predecessor, for all paid status prior to July 1, 1971.

ARTICLE 10

PROBATIONARY AND PERMANENT STATUS

- 10.1 New employees shall serve a probationary period of four years. During said period, the work performance and efficiency of the employee 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, 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 Employees

Employees who serve under this contract between fifty percent (50%) 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.

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. For 2007/2008, the base figure is \$12,523.00.

For 2009/2010 the District shall contribute for each level of medical/dental coverage, the amount contributed in 2008/2009, as presented below. All additional premium costs in excess of the Total District Contribution shall be paid by the employee through payroll deduction.

	RSCCD Contribution	Cash Benefit	Total District Contribution
HMO Employee Only	\$ 4,854	\$2,100	\$ 6,954
HMO Employee + 1	\$10,138	\$2,100	\$12,238
HMO Employee + 2	\$12,523	\$2,100	\$14,623
PPO Employee Only	\$ 8,424	\$2,100	\$10,524
PPO Employee + 1	\$12,523	\$2,100	\$14,623
PPO Employee + 2	\$12,523	\$2,100	\$14,623

11.6 Additional Benefits

The District will increase its contribution from \$2,100 to \$2,200 per year per eligible full-time contract employee to be utilized toward dependent coverage, or other approved deductions consistent with IRS regulations, effective July 1, 2012.

11.7 Life Insurance

Effective July 1, 1989, employees 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 contract employees 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 contracted employees 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 employees whose first paid date of contract service is on or after May 31, 1986, who subsequently qualify for the foregoing fifteen (15) year retiree service benefit, the District will pay its portion of the insurance premium until the retiree reaches age 70, after which such retirees may continue coverage at their own expense.

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 employee 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, employees 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 employees regarding unsafe conditions to the District Safety Coordinator. The District Safety Coordinator shall respond to the employee 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 employee shall be discriminated against as a result of reporting any condition believed to be a safety violation.

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: Employees 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 employees who are to be laid off, may exercise bumping rights in their class (Teacher or Master Teacher) The employee 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 An employee 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 EMPLOYEES

15.3.1 Employees 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 classified employees will be subject to layoff due to lack of funds; the employees 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 classified employees, 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 Employees Laid off for Lack of Work or Funds

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

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

15.4.1.2 Removal of Name from Re-employment List

a. An employee'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 an employee'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 permanent employee.

Making false statements on an application form

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

15.4.3 Benefit Rights: If a person 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: Employees 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 employees shall be afforded such work on a rotational basis in accordance with seniority.

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

15.4.6 Employees 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 employees shall be interviewed prior to other unit employees or outside applicants, providing the employee 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 employees laid off for one month following the date the District's obligation to maintain said benefits would otherwise cease.

15.4.8 Employees 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 an employee 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 employees 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 employee performance. Progressive discipline enables supervisors to assist employees 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 employee'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 employee in implementing any recommendations made. Failure to comply with the Letter of Direction may result in written reprimand and/or disciplinary action.
- 16.4 Employees 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 employee 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 employee for any cause which

arose prior to the date in which the employee 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 employees 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 employees without cause.

16.7 If the District proposes that an employee receive discipline, the following due process procedure shall be followed:

- 16.7.1 The employee 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 employee 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 employee 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 employee 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 employee 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 employee 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 employee'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 employee 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 employee 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 employee 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 Employees 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 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 Employees 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 employee. When job openings occur, notices shall be published and shall be distributed to the California School Employees Association and to all centers and shall be posted on appropriate bulletin boards with a statement of the qualifications necessary, a description of the job, and the deadline for applying. Openings shall be announced for a minimum of ten (10) calendar days before the deadline date.
- 19.2 A permanent employee 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 employee 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.
- 19.4 Temporary openings which occur as a result of granting semester- or year-long leaves of absence will be posted.
- 19.5 In the case of a temporary master teacher opening, other master teachers will have first opportunity to apply. If no master teacher requests to be considered for the temporary assignment, the position will be opened to teachers. Interviews will be conducted for all applicants.
- 19.6 In the case of a temporary teacher opening, other teachers will have first opportunity to apply. Interviews will be conducted for all applicants.
- 19.7 Teachers must document that they meet the appropriate qualifications and/or licensure requirements in order to transfer from one site and/or position to another.

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

DURATION OF AGREEMENT

Except as otherwise indicated in 21.1 below, the provisions of this Agreement and its subsequent amendments shall be in effect from July 1, 2012, until June 30, 2015. The Association agrees to submit its initial proposal for a successor agreement or reopeners 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.

21.1 The Association and the District agree to the following limited reopener for 2013/14 and 2014/15:

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.

IN WITNESS WHEREOF, EACH OF THE PARTIES AFFIX THEIR

SIGNATURES HERETO ON THIS _____th DAY OF _____, 2013.

DISTRICT:

ASSOCIATION:

APPENDIX "A"

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 _____

DISTRICT:

ASSOCIATION:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
STATEMENT OF GRIEVANCE FORM

EMPLOYEE NAME	UNIT	DEPARTMENT
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Date of Alleged Grievance	Date of Informal Discussion - Level I	Date of Oral Response
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Date of Filing of this Statement	Specific Articles and Sections Alleged to Been Violated
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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

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.