TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CCA/CTA/NEA
June 16, 2025

ARTICLE 1
RECOGNITION, NEGOTIATIONS, DURATION, AND ONBOARDING

1.1 **AGREEMENT** (Preamble)

The following Agreement between the District and the Association is recorded in written form to meet the requirements of Government Code 3540, et. Seq. and, more specifically, wages, hours or employment, and other terms and conditions of employment as defined therein in exchange for services.

1.2 **RECOGNITION**

1.2.1 Exclusive Representative

The Governing Board of the Rancho Santiago Community College District, hereinafter referred to as the "District," hereby recognized the Faculty Association of Rancho Santiago Community College District, hereinafter referred to as the "Association," as the sole and exclusive representative of those enumerated in the Stipulated Agreement. (See Appendix A, Stipulated Unit Recognition Agreement).

1.2.2 Negotiations Restrictions

A. The District agrees not to negotiate with any other organization in matters upon which the Association is the exclusive representative, and, agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations.

B. The Association recognizes the Board of Trustees as the duly elected representative of the people for the Rancho Santiago Community College District and agrees to negotiate only with the representative officially designated by the Board to act on behalf of the District. The Association further agrees that neither it nor any of its members or agents will attempt to negotiate privately or individually with the Board, any Board member, administrator, or other person or persons not officially designated by the Board of Trustees as the representative of the District.

1.3 **DURATION**

The provisions of this Agreement and its subsequent amendments shall become effective on July 1, 202~~2~~**5**, and remain in effect until and through June 30, 202~~5~~**8**.

For the life of the agreement, each party may reopen one article, excluding Article 7. The parties may open on additional articles upon mutual agreement.

The Association agrees to submit its initial proposal for the successor agreement no earlier than September 1 of last year of this contract, and the District agrees to present its initial proposal not later than thirty (30) calendar days following the submission of the Association's proposal.

1.4 **Unit Member Orientations and Onboarding**

1.4.1 The District will provide to the Association at least ten (10) calendars days advance notice of the New Faculty Orientation. FARSCCD designated leadership will be given an opportunity to speak for a minimum of 20 minutes at the Orientation.

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

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

FARSCCD	District
_____	_____
Kelvin Leeds, Lead Negotiator FARSCCD	Kristin Olson Vice Chancellor, Human Resources

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May 29, 2025

ARTICLE 4 LEAVES

~~**DEFINITIONS**~~

~~**For purposes of this article, "immediate family" includes:**~~

- ~~**The unit member's spouse or Domestic Partner,**~~
- ~~**The following relations by blood, adoption, step, or foster for both the unit member and their spouse or Domestic Partner:**~~
  - ~~**child/children,**~~
  - ~~**parents,**~~
  - ~~**siblings,**~~
  - ~~**grandparent(s)**~~
  - ~~**grandchildren**~~

- ~~**Any person living in the immediate household of the employee, excluding strictly landlord/tenant relationships.**~~
- ~~**Additionally, unit members may designate one person per twelve (12) month period who is not listed above as an immediate family member upon the need to take a leave.**~~

~~**Immediate Family - A member of the immediate family as used herein means blood, step and foster relations limited to a parent, grandparent, grandchild, spouse, domestic partner, child, stepchild, sibling, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother- in-law or father-in-law of the employee or his/her spouse or domestic partner.**~~

4.1 BEREAVEMENT LEAVE

For purposes of this article, "immediate family" includes:

- **The unit member's spouse or Domestic Partner,**
- **The following relations by blood, adoption, step, or foster for both the unit member and their spouse or Domestic Partner:**
  - **child/children,**
  - **parents,**
  - **siblings,**
  - **grandparent(s)**
  - **grandchildren**
- **Any person living in the immediate household of the employee, excluding strictly landlord/tenant relationships.**
- **Additionally, unit members may designate one person per twelve (12) month period who is not listed above as an immediate family member upon the need to**

take a leave.

~~**Faculty**~~ Unit members shall be granted, without loss of salary or other benefits, five (5) days of absence due to the death of the employee's spouse, parent, domestic partner, child, stepchild, and the children of the domestic partner of the employee.

- Except as noted above, unit members, upon notification to their supervisor, may be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) ~~**five (5)**~~ regularly assigned working days **for all other members of their immediate family**.

- **Should a unit member require additional bereavement leave beyond the three (3) days, unit members may use accumulated personal necessity leave. In the event the unit member does not have accumulated personal necessity leave, they may take up to two additional days of unpaid leave for purposes of bereavement.**

- If out of state travel is required or travel exceeds two hundred (200) land miles one way from the District, faculty members will be granted, **without loss of salary or benefits,** five (5) regularly assigned working days.

- **Bereavement leave necessitated by the passing of an individual not included in the definition of immediate family may be withdrawn from the unit member's accumulated personal necessity leave. In the event the unit member does not have accumulated personal necessity leave, they may take unpaid leave for purposes of bereavement.**

- **Bereavement leave must be taken within ~~three~~ six (6) months of the date of death; leave taken after that timeframe will not qualify as bereavement leave.**

To qualify for bereavement leave, unit members must follow departmental timekeeping procedures as soon as possible and no later than the first day upon return to duty. If abuse of bereavement leave is reasonably suspected, the District may request documentation of the need to take the leave.

Unit members must notify their supervisor as soon as possible of the need to take bereavement leave. Notification should occur before the leave commences, unless the situation prevents prior notification.

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4.2 **JUDICIAL LEAVE**

4.2.1 ~~**When called for jury duty or as a witness in the manner provided by law, except when called as a witness adverse to the District or acting as a party in an action against the District, faculty members shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty or act as a witness during the employee's regularly assigned working hours.**~~ **Judicial Leave shall be granted when a unit member is summoned in the manner provided by law for jury duty, to serve as a witness in court (except when acting as a witness adverse to the District or litigating party in an action against the District), or to respond to an official order from another governmental jurisdiction.**

4.2.2 Requests for ~~**jury duty or witness**~~ **judicial** leave should be made by presenting in advance the official court summons to the ~~**faculty**~~ **unit** member's immediate supervisor ~~**and to the District payroll office through regular administrative channels**~~. **The Dean or supervising administrator is responsible for arranging any necessary work coverage or substitute class instruction arrangements for unit members absent on judicial leave.**

4.2.3 ~~**Reimbursement to the District of any monies earned as a juror, or witness, except mileage, shall be made by the member.**~~ **Judicial leaves granted under these provisions shall be without loss of salary or benefits. The unit member shall be required to transfer to the District any monies received from the court as jury duty pay or earned for serving as a witness with the exception of travel expenses such as mileage reimbursement or per diem reimbursement which shall be retained by the unit member.**

4.2.4 A ~~**faculty**~~ **unit** member called for jury duty shall not be encouraged in any way to seek **postponement or** exemption from such duty nor shall ~~**he/she**~~ **they** be discriminated against in any way for not seeking such **postponement or** exemption. **The unit member shall be entitled to paid leave necessary to fulfill their jury duty assignment.**

4.2.5 ~~**Employees**~~ **Unit members** are required to return to work during any day in which jury services **or their court presence** are not required. **If released early from jury service or court proceedings after a partial day of service, a unit**

member shall be excused from work for the remainder of the day if the actual time of jury service or court proceedings, including reasonable allowance for travel or commute time, equals or exceeds fifty percent (50%) of the unit member's regularly scheduled work hours for that day.

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

4.3 PERSONAL NECESSITY LEAVE

4.3.1 A ~~**faculty**~~ **unit** member may use a maximum of six (6) days leave of absence in any school year without loss of pay for personal necessity. Such leaves shall be deducted from the ~~**employee's**~~ **unit member's** accumulated sick leave. An Employee Absence Card must be filed.

Personal necessity leave can be used for matters of compelling personal importance, **including as a witness in an action adverse to the District**, 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.

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

4.3.3 The ~~**faculty**~~ **unit** member will notify the appropriate administrator in advance of the need for personal necessity leave. Requests may be subject to verification.

4.3.4 In addition to Personal Necessity Leave, ~~**faculty**~~ **unit** members shall be allowed to use up to six (6) days of sick leave per year to attend to the illness of employee's spouse, parent, domestic partner, child, **and/or** stepchild ~~**and domestic partner of the employee**~~.

4.4 PROFESSIONAL CONFERENCE LEAVE/IN-SERVICE TRAINING

Upon filing a conference request form, the Chancellor or his/her designee may grant to a ~~**faculty**~~ **unit** member leave with pay (unless otherwise stipulated prior to attendance)

for professional conference or in-service training which will improve District operations or the ability of the ~~**faculty**~~ **unit** member to more effectively perform his/her duties.

4.5 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

4.5.1 An industrial accident or illness is defined as one that arises out of the course and scope of the ~~**faculty**~~ **unit** member's employment with the District. The accident or illness must be reported to the District in accordance with District regulations.

4.5.2 ~~**faculty**~~ U**nit** members employed by the District under contract shall receive sixty (60) days' leave with pay in any one (1) fiscal year for an industrial accident or illness.

4.5.3 Industrial accident or illness leave shall commence on the first (1^{st}) day of absence. Allowable leave shall not be accumulated from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the ~~**employee**~~ **unit member** shall be entitled to only that amount remaining for the same illness or injury at the end of the fiscal year in which the injury or illness occurred.

4.5.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the worker's compensation laws of this state, exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under worker's compensation.

4.5.5 The industrial accident or illness leave of absence shall be used in lieu of entitlement acquired under Section 87786 of the State Education Code. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if ~~**an employee**~~ **a unit member** is receiving worker's compensation, ~~**he**~~ **they** shall be entitled to use only so much of ~~**his**~~ **their** accumulated or available sick leave, accumulated compensation time, vacation, or other available leave, which, when added to the worker's compensation award, to provide for a full day's wage or salary.

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4.6 SICK LEAVE

4.6.1 ~~**Faculty**~~ **Unit** members employed on a full-time basis shall be entitled to ~~**one (1)**~~ **twelve (12) days** ~~day's~~ leave of absence for illness or injury with full pay **annually.** ~~**for each month of service under contract: ten (10) days for 175 day contracts; eleven (11) days for 192 day contracts; and twelve (12) days for 225 day all contracts.**~~ This entitlement shall be credited at the commencement of employment and thereafter at the start of each succeeding fiscal year (July 1) to full-time employees. Fractional assignments shall receive proportionate leave entitlement.

4.6.2 ~~**Faculty**~~ **Unit** members employed on a full-time basis for less than a full fiscal year are entitled to that proportion of the total days for leave of absence for illness or injury as the number of months ~~**he/she is**~~ **they are** employed.

4.6.3 ~~**Faculty**~~ **Unit** members employed less than full-time (for a fiscal year of service) shall be entitled to that proportion of the total days for leave of absence for illness or injury as the number of hours they are employed per week bears to a full-time assignment. When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

4.6.4 Part-time ~~**faculty**~~ **unit** members employed on an LHE basis ~~**and full-time faculty working beyond contract assignments**~~ shall earn leave of absence for illness or injury at the rate of one hour (1) per ~~**semester**~~ **academic term (e.g. fall, spring, intersession, and summer)** for each LHE **worked in the** ~~**per semester**~~ **academic term**.

4.6.5 Pay for any day of such absence shall be the same as the pay which would have been received had the ~~**employee**~~ **unit member** been on a paid status 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.

4.6.6 If the ~~**faculty**~~ **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.

4.6.7 All sick leave absence shall be reported ~~on~~ **using** the Employee Absence ~~Card~~ **System** ~~to the immediate supervisor~~. **Unit members are responsible for reviewing and signing their own absence reports.** The District reserves the right to require medical verification for illness **or injury** for any absence **in excess of five (5) working days if abuse of leave is reasonably suspected.**

4.6.8 **Any sick leave taken must be covered by basic sick leave, regardless of when it was taken. Once basic sick leave is exhausted, then excess sick leave (e.g. previously accumulated overload and summer sick leave), if any available, will be used before using extended sick leave.**

4.6.9 ~~faculty~~ **Unit** members must be in active employment or on paid leave to earn or use sick leave. ~~faculty~~ **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 ~~faculty~~ **unit** member is required to report for duty but cannot do so because of illness or injury. ~~faculty~~ **Unit** members who become ill or are injured but are not required to report, such as those on leave or vacation, may not use sick leave credits.

4.6.10 When a ~~faculty~~ **unit** member is separated prior to rendering a complete fiscal year of service, the sick leave entitlement for the partial year shall be equal to the annual entitlement times the number of months employed divided by the number of months in ~~his/her~~ **their** annual contract.

4.6.11 Sick leave entitlement shall be reduced by one (1) day for each month ~~an employee~~ **a unit member** is on personal leave without pay. Entitlement shall be granted for all other leaves.

4.6.12 Absence Leave Reporting

~~**4.7.12.1 Unit members are responsible for reviewing and signing their own absence reports.**~~

4.7.12.1 Absence reporting for part-time unit members will be hour for hour.

4.7.12.2 A full-time unit members workweek is to average 40 hours. A unit member work week in terms of absences will be viewed as 40 hours.

A. The maximum number of hours within a calendar day that can be

deducted is eight (8) hours.

B. **Partial day absences, meaning the unit member was absent for a portion of the day, will be counted as absent in increments of 30 minutes.**

C. **Absences for unit members who miss class "on-ground" but teach class "on line," on that same day, will be calculated as a partial day absence only for the "on-ground" portion.**

D. **Full-week absences - the unit member has not reported to work any day in the full week will be considered absent for five duty days (calculated at the rate of 40 hours).**

E. **Absence hours for overload/summer/intersession assignments will be reported in 30-minute increments.**

F. **The chart below will be used to calculate full-time unit member absence hours:**

Full Duty Days Missed	If Absent for a Portion of the Day. Partial Day absences will be calculated and deducted in 30-minute Increments.		
This chart does not apply to incidental late arrivals. All full day absences will be deducted at the rate of 8 hours. All full week absences will be deducted as 5 days (a deduction of 40 hours).	1 minute to 30 mins	report	30 minutes
	31 mins to 1 hour	report	1 hour
	1 hr 1 min to 1 hr 30 mins	report	1 hour 30 mins
	1 hr 31 mins to 2 hrs	report	2 hours
	2hrs 1 min to 2 hrs 30 mins	report	2 hrs 30 mins
	2hrs 31 mins to 3 hrs	report	3 hours
	3hrs 1 min to 3 hrs 30 mins	report	3 hrs 30 mins
	3hrs 31 mins to 4 hrs	report	4 hours
	4hrs 1 min to 4 hrs 30 mins	report	4 hrs 30 mins
	4hrs 31 mins to 5 hrs	report	5 hours
	5hrs 1 min to 5 hrs 30 mins	report	5 hrs 30 mins
	5hrs 31 mins to 6 hrs +	report	6 hours
	6hrs 1 mins to 6 hrs 30 mins	report	6 hrs 30 mins
	6hrs 31 mins to 7 hrs	report	7 hours
	7hrs 1 mins to 7 hrs 30 mins	report	7 hrs 30 mins

	7hrs 31 mins to 8 hrs +	report	8 hours

~~4.7.12~~ ~~**Faculty members employed during summer session shall earn leave of absence for illness or injury at the rate of one hour per summer for each LHE assigned to teach. The summer sick leave is separate from sick leave accumulated during the academic year. It can only be used for summer absences and is accumulative for purposes of retirement credit.**~~

4.7 **EXTENDED SICK LEAVE**

4.7.1 A ~~**tenured or tenure track faculty**~~ **unit** member whose sick leave, including current, **excess,** and accrued, has been exhausted and that total of such sick leave used in a given fiscal year is less than one hundred (100) workdays, shall be compensated at fifty percent (50%) of ~~**his/her**~~ **their** daily rate for the balance of one hundred (100) days.

4.7.2 A part-time ~~**faculty**~~ **unit** member who has started **or has been offered and confirmed** a fall or spring semester assignment and whose sick leave, including current and accrued, has been exhausted, shall be compensated at fifty percent (50%) of ~~**his/her**~~ **their** current semester assignment pay for the remaining period of the absence or the end of the current semester assignment, whichever comes first.

4.7.3 In the event of a catastrophic illness, participating ~~**tenured or tenure track faculty**~~ **unit** members who have exhausted all regular and extended sick leave may utilize a maximum of 100 days from the CATASTROPHIC ILLNESS BANK. The compensation shall be fifty percent (50%) of ~~**his/her**~~ **their** daily rate. A ~~**faculty**~~ **unit** member becomes a participant by contributing sick leave to the bank. (See Human Resources Office for procedures.) In cases of severe financial hardship, the District, by mutual agreement of the Chancellor and the FARSCCD President, may provide the benefits in this section concurrently with the benefits of 4.8.1.

4.7.4 Definition of Catastrophic Illness or Injury

For purposes of this contract, "catastrophic illness or injury" is defined as a serious, debilitating physical or mental illness or injury, as certified by a licensed physician, that:

1. incapacitates the unit member so that the unit member is not able to report to work and prohibits the unit member from working a regular schedule for an extended period of time of not less than four (4) weeks; and

2. causes the Unit Member to exhaust all of the Unit Member's available regular sick leave, extended sick leave, and any other paid leave time.

Catastrophic illness or injury may include, for reference, but not be limited to, incapacitating diseases such as cancer or hospice, severe accidents, major surgery, and treatment for life threatening illnesses.

Because leave donations are strictly voluntary, award of catastrophic illness leave is subject to the availability of donated leave hours and is guaranteed to participating unit members unless the hours available in the catastrophic illness bank have been exhausted.

4.7.5 A ~~**faculty**~~ **unit** member may be required to present a doctor's statement stating the need for extended absence to qualify for extended sick leave or catastrophic illness leave benefits.

4.7.6 Prior to returning to work, a ~~**faculty**~~ **unit** member shall be required to present a doctor's statement stating the date the employee is able to return to work.

4.7.7 In consultation with ~~**and with approval by**~~ the Association, a unit member may be required by the Chancellor/College President to be examined by a District approved physician or psychologist to determine fitness for return to duty.

4.8 **QUARANTINE LEAVE**

Full-time ~~**faculty**~~ **unit** members shall receive salaries in full for a period not to exceed ~~**thirty (30)**~~ **fourteen (14) calendar** days when quarantined by city or county health officers because of another's illness. Such quarantine must be verified by a physician or health officer.

Any additional quarantine period, or recommendation from a physician or health officer, beyond the fourteen (14) calendar days, shall require the unit member to use their accrued leaves.

The District requires unit members to provide a return-to-work certification or attendance at a fit-for-duty examination after quarantine from a public health official or health care provider.

4.9 **EXCUSED ABSENCE WITH PAY**

Administrators are authorized to excuse a full-time ~~**faculty**~~ **unit** member for an occasional absence up to a maximum of four (4) hours per semester for a change in assignment, or, for personal business of such a nature that it requires the presence for the member during ~~**his/her**~~ **their** working day, and, such absence(s) is determined, in the sole discretion of management, in the best interests of the District. Hours are not cumulative from semester to semester.

4.10 **PERSONAL LEAVE WITHOUT PAY**

Any full-time ~~**faculty**~~ **unit** member is eligible to apply for a personal leave. Leaves may be granted for advanced professional training, travel, and maternity. No leave will be for less than one (1) semester, nor for more than one (1) year. Except in cases of emergency, the application for personal leave must be approved by the supervising administrator and submitted to the Human Resources Office for clearance at least ten (10) weeks prior to the start of the semester involved.

4.11 **PERSONAL ABSENCE WITHOUT PAY**

A request for personal absence without pay shall be filed through channels with the Vice Chancellor of Human Resources and shall be recommended by the respective College President and shall require the approval, for up to five (5) days by the Chancellor, and for six (6) or more days by the Board of Trustees. The leave must conform to the criteria for Personal Necessity Leave (see Section 4.3). The Human Resources Office shall notify the requester of the action taken upon request. Requests must be received in ample time for all necessary action to be taken. An employee absence card must be filed.

4.12 **GENERAL LEAVE POLICIES**

4.12.1 Periods of leaves of absence, paid or unpaid, shall not be considered a break in service of the **unit member** ~~**employee**~~.

4.12.2 During all paid leaves of absence, whether industrial accident leave as provided in this section, sick leave, vacation, compensated time off, or other available leave provided by law, or the action of the Board, the District shall reduce the gross salary warrant due the employee by the same amount as the amount of any worker's compensation check received by the faculty member. The District shall issue the employee appropriate warrants for any payment of wages or salary due over and above the worker's compensation benefit check and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this section.

4.12.3 When all available leaves of absence, paid or unpaid, have been exhausted and if the ~~**employee**~~ **unit member** is not medically able to assume the duties of ~~**his/her**~~ **their** position, ~~**he/she**~~ **they** 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**~~ **they** shall be employed in a vacant position in the class of ~~**his/her**~~ **their** previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case ~~**he/she**~~ **they** shall be listed in accordance with appropriate seniority regulations. ~~**An employee**~~ **A unit member** who has been medically released for return to duty and who fails to accept an appropriate assignment to duty shall be dismissed. The District shall require certification by the attending physician that the ~~**employee**~~ **unit member** is medically able to return to and perform the duties of ~~**his/her**~~ **their** position.

4.13 SABBATICAL LEAVE

4.13.1 Purpose of Sabbatical Leave

Sabbatical leaves may be awarded to qualified tenured members of the faculty for intellectual refreshment, normally to be obtained by study, research, travel, work experience, or other creative activity as delineated below:

A. Academic Study Leave

An academic study leave is one during which the ~~**faculty**~~ **unit** member pursues a program of a minimum of eight (8) units each semester or the equivalent (432 hours) in an accredited institution of higher education.

B. Independent Research Leave

An independent research leave is one which must be related to the present or prospective service. The program must be at least equivalent in effort and content to the required units as pursued above. A complete plan for such study must be approved and filed with the original application for leave.

C. Travel Leave

A travel leave is one during which the ~~**employee**~~ **unit member** shall remain in travel status three and one-half (3½) months for each semester of leave granted.

D. Professional Growth

A professional growth leave is one granted for any structured experience which would cause professional growth in the ~~**employee's**~~ **unit member's** specialty or techniques of teaching.

E. Combination of Above

Types of sabbatical leaves may be combined. One (1) calendar month of travel is considered as equivalent to two (2) semester units when in combination. The sabbatical leave of absence shall have the ultimate objective of enhancing a ~~**faculty**~~ **unit** member's service to the Rancho Santiago Community College District and increasing its distinction. The sabbatical leave of absence is not an earned right, but is a privilege which may be granted by the Board of Trustees. It is expected, therefore, that applications shall be accompanied by a statement of a program which the applicant proposes to follow while on leave, and that, on return to regular duty, ~~**he/she**~~ **they** shall submit a report on the result of the leave as a record of faculty growth and for retention in the District files.

4.13.2 Sabbatical Leave: Service Eligibility

Full-time ~~**faculty**~~ **unit members** with satisfactory performance may request sabbatical leave. The full-time service as a ~~**faculty**~~ **unit** member in the Rancho Santiago Community College District must be at least six (6) consecutive years immediately preceding the sabbatical leave. A leave of absence, except a

sabbatical leave, does not count as a break in continuity of service for purposes of sabbatical leave consideration.

4.13.3 Sabbatical Leave: Length of Leave and Compensation

For the purpose of sabbatical leave, all 175 day employees shall be considered ten (10) month employees, eligible for a semester leave (5 calendar months) or a maximum of a school year leave (10 calendar months) at eighty percent (80%) contract salary. All 192 day employees shall be considered eleven (11) month employees, eligible for a semester leave (5 ½ calendar months) or a maximum of a school year leave (11 months) at eighty percent (80%) contract salary. All 225 day employees shall be considered twelve (12) month employees, eligible for a semester leave (6 calendar months) or a maximum of a school year leave (12 calendar months) at eighty percent (80%) contract salary. The school year leave may be taken in two separate terms provided that the leave of absence for both of the separate terms be commenced and completed within a three-year period. Any period of service intervening between the two separate terms shall comprise a part of the service required for a subsequent leave. An employee may choose to apply banked leave while on sabbatical to be eligible for one hundred percent (100%) contract salary. (See Section 4.15 for banked leave provisions.)

4.13.4 Sabbatical Leave: Number of Leaves

The maximum number of sabbatical leaves granted in any one (1) year may be up to four percent (4%) of the full-time academic ~~**employees**~~ **unit members**. Exceptions shall be at the discretion of the District.

4.13.5 Sabbatical Leave: Application for Leave

Application for a sabbatical leave must be filed with the Chancellor or ~~**his/her**~~ **their** designate by December 15 for the following school year in conformance with the District approved application form. If there are remaining vacancies in the present academic year for a spring semester sabbatical leave, the employees may file application with the Chancellor or ~~**his/her**~~ **their** designate by September 1. These spring sabbatical leaves of absence are to be within the 4% allowable. The Sabbatical leave Committee will screen applications and make suitable recommendations to the Chancellor. Should any application be denied for lack of a suitable plan, the applicant will be given an opportunity to improve

~~his/her~~ **their** plan and resubmit the application within a period of two (2) weeks from the date of notification that the plan is not acceptable.

4.13.6 Sabbatical Leave Agreement

As a condition of obtaining a sabbatical leave, the ~~employees~~ **unit member** must execute a written agreement specifying the terms and conditions of the sabbatical leave including the ~~employees~~ **unit member's** return to service for at least one year following a semester leave or two (2) years following a two (2) semester leave. The agreement shall stipulate that the ~~employees~~ **unit member** shall repay the District for all salary and fringe benefits received during the sabbatical if the post-sabbatical service is not met.

4.13.7 Report on Sabbatical Leave

Each ~~employees~~ **unit member** returning from sabbatical leave must file with the sabbatical leave committee chair a written report on the District approved form no later than thirty (30) days after commencement of the semester following such leave. The purpose of the report to the committee is to demonstrate compliance with the approved sabbatical leave proposal and contract. The chair of the sabbatical leave committee shall then submit the report to the sabbatical leave committee for its consideration, and within a thirty (30) day period the committee shall by a majority vote indicate approval or disapproval. Reports, accompanied by committee recommendations, shall be presented to the Board of Trustees at a subsequent meeting. ~~employees~~ **Unit members** are expected to be present to supplement the written report. If action by the Board of Trustees does not indicate full compliance with the established terms and purposes of the approved sabbatical leave proposal, the Board may deem such leave to have been in whole or in part a leave of absence without pay and require said ~~employees~~ **unit member** and company to make financial restitution, in whole or in part, to the District within ten (10) months. In no event shall the ~~employees~~ **unit members** be assessed more than the amount of pay received during the sabbatical period excluding pay for banked leave used during the time period. An ~~employees~~ **unit member** taking a sabbatical leave solely or partially for academic study shall, within thirty (30) days after commencement of the semester following such leave, provide the District with an official transcript of work. If, in the course of the sabbatical leave, the committee determines that the ~~employees~~ **unit member** is not carrying out the leave proposal in good faith, the ~~employees~~ **unit member** will be contacted and granted ten (10) days to respond to the evidence. If the committee deems the response unsatisfactory, it shall recommend to the Board of Trustees termination of the sabbatical leave. The Board may immediately terminate the sabbatical leave and one (1) order the ~~employees~~ **unit member** back to a

regular district assignment or two (2) designate the remainder of the sabbatical leave a leave of absence without pay.

4.13.8 Return to Service After Sabbatical Leave

At the expiration of the leave of absence of the ~~**employees**~~ **unit member**, ~~**he/she**~~ **they** shall, unless otherwise agreed, be reinstated in the position held by ~~**him/her**~~ **them** or in an equivalent position to that held at the time of the granting of the leave of absence.

4.13.9 Salary Increase for Sabbatical Leave

Sabbatical leave shall count toward retirement and be considered as regular service to the District for purposes of advancement on the salary schedule. ~~**employees**~~ **Unit members** on sabbatical leave shall be permitted to accept full-time positions for pay only when such position provides an opportunity to upgrade knowledge or abilities in a manner not immediately available otherwise. The District shall adjust compensation for sabbatical leave downward such that the total compensation shall not exceed the amount the employee could earn on campus with a full teaching load, plus eight (8) hours' overload. This does not apply to scholarships, fellowships, and other such grants.

4.13.10 Sabbatical Leave: Method of Payment

The compensation shall be paid **to** the ~~**employees**~~ **unit member** while on the leave of absence in the same manner as if the ~~**employees**~~ **unit member** were teaching in the District.

4.13.11 Accident or Illness during Sabbatical Leave

Interruption of the program caused by serious illness or accident during a sabbatical leave, evidence of which is satisfactory to the District, shall not prejudice ~~**a employees**~~ **unit members** regarding the fulfillment of the conditions on which leave was granted nor affect the amount of compensation to be paid to such ~~**employees**~~ **unit members** under the terms of such sabbatical leave. However, the Chancellor, or ~~**his/her**~~ **their** designate, must be notified within thirty (30) days of such accident or illness.

4.14 RETRAINING LEAVE

4.14.1 Purpose of Leave

The purpose of the retraining leave is to provide tenured faculty the opportunity to prepare for a change in discipline. The need for such retraining will be determined by the District and may involve formal coursework, research, work experience, or other related activity approved by the District.

4.14.2 Length of Leave and Compensation

The length of the retraining leave will be determined by the specific approved retraining plan. ~~**employees**~~ **Unit members** released from all or part of their normal assignment for the purpose of retraining shall earn pay and benefits as though they were working their normal assignment. The compensation shall be paid to the ~~**employees**~~ **unit members** while on leave in the same manner as if the ~~**employees**~~ **unit members** were teaching in the District.

4.14.3 Application for Leave

Requests for retraining may be initiated by the ~~**faculty**~~ **unit** member or the District. If a need for retraining exists, the appropriate administrator, in consultation with the ~~**faculty**~~ **unit** member, will prepare a proposed retraining plan. The appropriate administrator will submit a recommended plan for consideration to the College President or ~~**his/her**~~ **their** designee. Retraining plans are subject to the approval of the Chancellor and the Board of Trustees.

4.14.4 Verification of Completion

Each ~~**employees**~~ **unit members** on an approved retraining plan must submit a verification of completion to the appropriate administrator. The verification of completion is subject to the approval of the appropriate College President or ~~**his/her**~~ **their** designee. The verification may include, as appropriate, transcripts, verification of work experience, research reports, etc. to demonstrate compliance with the approved retraining plan. If the verification does not indicate full compliance with the approved plan, the leave may be deemed to have been wholly or in part a leave without pay requiring the ~~**employees**~~ **unit members** to make financial restitution in whole or in part to the District within ten (10) months. In no event shall the ~~**employees**~~ **unit members** be assessed more than the amount of pay received during the retraining leave period.

4.14.5 Return to Service

At the expiration of the retraining leave the ~~**employees**~~ **unit member** shall be required to render service to the District for a period of time that is twice the length of time of the leave.

4.14.6 Salary Increase

Retraining leave shall count toward retirement and be considered as a regular service to the District for purposes of advancement on the salary schedule. Approved unit for courses of study during the leave may be applied toward salary advancement per the established regulations governing salary changes.

4.15. BANKING LEAVE PROGRAM

~~**Full-time contract faculty may request a leave of absence based on participation in the Banking Leave program. Full-time faculty may request to be allowed to work beyond contract for the purpose of participating in the Banking Leave program. Banking will be an option available to full-time faculty of the district in lieu of payment. When a full-time faculty member works beyond his/her regular contract or in a summer/intersession assignment, he/she can choose either to bank the extra LHE/hours or to be paid for them at the current part-time salary rate. Continuing education faculty may be granted Banking leave on the basis of teaching hours per week. Banked LHE/hours may be utilized to release the faculty member from a portion of his/her contractual obligation and may be used for professional or personal reasons. If a replacement is necessary, the assignment must be one that is replaceable by part-time staff. A faculty member may not accumulate more than thirty-six (36) LHE/hours of banking leave. The maximum duration of a full- time release will be one semester, unless the faculty member has a medical condition or family situation that requires a leave of greater than one semester, or the faculty member submits written notice to the district that he/she will retire at the end of the banking leave in which case a leave of two consecutive semesters may be granted. A one semester banking leave shall consist of fifteen (15) LHE at contract pay, plus up to six (6) LHE at beyond contract pay. The accumulated banked LHE/hours and the resulting time off have no effect on fringe benefits. Banking leave shall count toward retirement and be considered as regular service to the District for purposes of advancement on the salary schedule. There is no expressed or implied guarantee that extra pay classes are available for "banking" in any given semester.**~~

~~**Only upon the retirement, resignation, or death of a faculty member, shall the cash value of any unused banking leave be paid to the faculty member or his/her estate. Any such payment shall be at the part-time/beyond contract rate in effect on the date of retirement, resignation, or death.**~~

~~**No later than October 1 of each year, the District shall provide each faculty member with a statement of the faculty member's banking leave balance as of the prior June 30. If the faculty member believes that his/her banking leave balance is in error, he/she must notify the Vice Chancellor of Human Resources of the error no later than October 31. The failure of a faculty member to notify the District of an error by the October 31 deadline shall constitute that faculty member's acknowledgment that his/her banking leave balance is accurate and shall render any future claims of inaccuracy null and void.**~~

~~**The following are procedures to follow to apply for banking leave:**~~

~~**1. The faculty member must complete a banking application form (available in Human Resources) and submit it to the supervising administrator prior to banking LHE/hours. The faculty member must apply to bank the extra LHE/hours prior to commencing work on the extra assignment. The faculty member's decision to bank or receive pay for the extra LHE/hours shall be irrevocable after work on the extra assignment has commenced.**~~

~~**2. A faculty member applying for Banking Leave must submit a written request to the appropriate administrator during the time the schedule is being prepared for the semester in which leave is requested. After consultation with the appropriate administrator, approval for a leave will be granted if the leave will not adversely impact the program.**~~

~~**3. If an applicant's full-semester leave is denied, the applicant may appeal the decision to the appropriate College President. If the leave is denied by the appropriate College President, the applicant may revise the application to use banking leave on a partial basis, or may reapply for full-semester leave during**~~

4.15.1 General Provisions

a. **When a full-time unit member works beyond their regular contract or in a summer/intersession assignment, they can choose either to bank the extra LHE/hours or to be paid for them at the appropriate current beyond contract (Schedule B) or summer/intersession (Schedule A) salary rate.**

Continuing Education faculty may be granted banked leave on the basis of teaching hours per week.

b. Banked leave will be an option available to the full-time unit members of the district in lieu of payment.

c. A unit member may not accumulate more than thirty-six (36) LHE/hours of banked leave.

d. Full-time contract unit members may request a leave of absence using available banked leave. A one semester of banked leave shall consist of fifteen (15) LHE at contract pay, plus up to six (6) LHE at beyond contract pay.

e. Banked LHE/hours may be utilized to allow the unit member to fulfill a portion of their contractual obligation and may be used for professional or personal reasons.

f. The accumulated banked LHE/hours and the resulting time off have no effect on fringe benefits.

4.15.2 Banked Leave Program Guidelines

a. A faculty member cannot bank overload assignments during the same semester as when they are using banked leave, unless either of the two following scenarios apply:

(i) When a class is added or unfilled during the semester and there is no other way to fulfil the assignment.

(ii) When the payment of the work is required as being paid at the beyond contract rate such as by a grant or by contract.

b. The maximum duration of a full-time release will be one semester, unless the unit member has a medical condition or family situation that requires a leave of greater than one semester, or the unit member submits written notice to the district that they will retire at the end of the banked leave in which case a leave of two consecutive semesters may be granted.

c. Banked leave shall count toward retirement and be considered as regular service to the District for purposes of advancement on the salary schedule.

d. **There is no expressed or implied guarantee that beyond contract classes are available for "banked" in any given semester.**

e. **Only upon the retirement, resignation from the District, acceptance of a regular non-interim/acting non-unit position within the District, or death of a faculty member, shall the cash value of any unused banked leave be paid to the unit member or their estate. Any such payment shall be at the beyond contract rate in effect on the date of retirement, resignation, or death.**

f. **A unit member may use banked leave as load in conjunction with a sabbatical leave that is compensated at less than one hundred (100%) percent of the Unit Member's regular contract salary. The compensation for the load banked leave shall not, when added to the compensation for the sabbatical leave, cause the Unit Member's compensation to exceed one hundred forty (140%) percent of the Unit Member's regular contract salary.**

4.15.3 Banked Leave Program Verification Procedures

a. **Unless a self-service option exists, no later than October 1 of each year, the District shall provide each unit member with a statement of the unit member's banked leave balance as of the prior June 30.**

b. **If the unit member believes that their banked leave balance is in error, they must notify the Vice Chancellor of Human Resources of the error no later than October 31.**

c. **The failure of a unit member to notify the District of an error by the October 31 deadline shall constitute that unit member's acknowledgment that their banked leave balance is accurate and shall render any future claims of inaccuracy null and void.**

4.15.4 Banked Leave Program Procedures

a. **The unit member must complete and follow the process within the Banked Leave Application Form (available in Human Resources) and submit it to the supervising administrator prior to banked LHE/hours. The unit member must apply to bank the extra LHE/hours by end of day Tuesday**

prior to commencing work on the extra assignment, unless extenuating circumstances exist. The unit member's decision to bank or receive pay for the extra LHE/hours shall be irrevocable after work on the extra assignment has commenced.

b. A unit member who elects to use banked leave must submit their initial written request to their supervising administrator no later than the Friday of the 9th week of the preceding semester with final confirmation by the Friday of the 14th week of the preceding semester. After consultation with the supervising administrator, and approval by the respective Vice President or designee, the leave will be granted if the leave will not adversely impact the program. A Vice President can authorize the use of banked leave outside of these timelines in unique circumstances.

c. If an applicant's full-semester leave is denied, the applicant may appeal the decision to the College President for final decision.

d. While the full-time unit member is on one or two full semester banked leave, unless an exception is granted by the Vice Chancellor, Human Resources, or designee, they will not be eligible to:

i. contract extension days
ii. work overload;
iii. contract for extra assignments in the District;
iv. work on a stipend or reassigned time;
v. work on any hourly assignments.

4.16 **ASSOCIATION LEAVE**

The Association shall be provided a maximum aggregate of ten (10) days leave of absence without loss of pay in any school year for matters related to the Association's function as a bargaining agent. Days not used shall not be cumulative from year to year. The Association shall pay for any substitutes assigned due to the use of this leave. The cost for such substitutes shall be paid by the Association within thirty (30) days of receipt of a District invoice. Association leave must be requested at least five (5) days in advance, approved by the appropriate administrator, and approved by the Vice Chancellor of Human Resources as to availability of leave time. The use of Association leave shall be accounted for in the same manner as the use of sick leave for a day or portion of a day.

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CCA/CTA/NEA

May 29, 2025

4.17 ~~**ASSOCIATION RELEASED TIME**~~ **Moved to Article 6**

~~**A. Release time each year will be available to the Association, provided for as follows:**~~

~~**1. The District shall provide 70 LHE of released time each year to the Association for on-going Association responsibilities. The Association shall determine the allocation of the release time between the academic sessions (fall, spring and summer).**~~

~~**2. The Association may purchase additional released time at the beyond contract LHE rate. The additional released time must conform with the limitations defined in 6.1.6.**~~

~~**3. The Association may purchase additional released time during the summer at the part-time LHE rate. The additional released time must conform with the limitation defined in 6.1.6.**~~

~~**4. Any purchased released time shall be paid by the Association within thirty (30) days of the receipt of the district invoice.**~~

~~**5. The President of the Association shall contact the Vice Chancellor of Human Resources thirty (30) days prior to the first day of instruction for any term during which released time is used in order to initiate the use of released time referred to in Section 1,2,3, and 4 above.**~~

~~**B. The Association acknowledges that the released time specified in Al and A3 above shall include the activities of the Association's negotiating team. Negotiations will not be scheduled during an Association team member's class period or scheduled work hours.**~~

~~**C. This shall constitute "reasonable periods of release time" within the meaning of Government code section 3543.l(c).**~~

4.17 **PARENTAL BONDING LEAVE**

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CCA/CTA/NEA

May 29, 2025

~~**Pursuant to Education Code 87780.1,**~~ ~~**unit**~~ **Unit** members may take up to a maximum of 12 weeks of leave for ~~**an**~~ **the** absence occasioned by the birth or the placement of a child in connection with adoption or foster care, as provided by the California Family Rights Act (CFRA) codified in Government Code Section 12945.2.

Unit members must use all paid **accrued** sick leave for the purposes of parental leave. Unit members taking this leave must have had scheduled assignments during the previous 12 months (excluding Summer and Winter Intersessions) prior to the start of the leave.

A Full-time unit member whose sick leave, including current, **excess** and accrued, has been exhausted, shall be compensated at the extended absence rate for the remaining period of the parental leave during which the unit member is assigned to work.

A Part-time unit member who has started an assignment **or is scheduled for an assignment**, in the fall or spring semester or during winter or summer intersession and whose sick leave, including current and accrued, has been exhausted, shall be compensated at the extended absence rate for the remaining period of the parental leave or the end of the current semester/intersession assignment, whichever comes first.

Parental Leave must be taken within 12 months after the birth or placement of the child and during a period that the unit member has an active scheduled assignment.

If AB65 is signed into law the District, will immediately apply the law as mandated and open negotiations to modify this section.

4.18 The Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)

4.18.1 FMLA and CFRA are federal and state leave laws that allow unit members to take unpaid, job-protected leave as follows:

Twelve (12) workweeks of leave in a fiscal year for:

- **A serious health condition that makes the employee unable to perform the essential functions of his or her job.**
- **To care for a grandparent, grandchild, sibling, or designated person (see Article 4.1) of the unit member and the spouse or domestic partner and the following relations of the unit member, spouse or domestic partner:**
    - **Parent**

- **Child regardless of age**

- **The birth of a child and to care for the newborn child within one year of birth.**
- **The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.**
- **Participate in a qualifying event because of a family member's military deployment to a foreign country.**

Unit members experiencing the birth or adoption or foster care of a child may utilize the additional benefit outlined in 4.17 Parental Leave.

Twenty-six (26) weeks of leave during the fiscal year to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

4.18.2 Unit members may designate one person per twelve (12) month period who is not listed as an immediate family member for CFRA leave use only. This is limited to one person per twelve (12) month period.

4.18.3 Unit members are allowed to use accrued or excess sick leave, if available, during the periods of FMLA or CFRA leaves.

4.18.4 If unit member is absent for reason that qualifies as FMLA and/or CFRA, employer must designate the leave as FMLA/CFRA.

FARSCCD

_____
Kelvin Leeds, Lead Negotiator
FARSCCD

District

_____
Kristin Olson
Vice Chancellor, Human Resources

TENTATIVE AGREEMENT

BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

AND

FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CCA/CTA/NEA

June 3, 2025

ARTICLE 5
HEALTH AND WELFARE BENEFITS

5.1 ELIGIBILITY

Unit members serving under a contract of 50% or more of a full-time equivalent are eligible for benefits as described below.

Full-time unit members who voluntarily reduce their load assignments below 100% will retain their eligibility for the same benefits as a full-time employee.

5.2 BENEFITS

5.2.1 Medical/Dental Insurance

For calendar year **2025,** the portion of the medical/dental insurance premium paid by the District shall be limited to a maximum contribution of **$41,213.88*** per member per year ("District Maximum Contribution"). Thereafter, the District Maximum Contribution shall be automatically increased by an amount not to exceed 6% in each succeeding year. The new annual maximum contribution will be memorialized by the parties in a side letter to be attached to this collective bargaining agreement. If the annual premium renewal rates represent an aggregate increase of more than 6%, the District and FARSCCD agree to immediately reopen negotiations on this article.

Based on the 2017 rates, the District has approximately $1.3 million in protective capacity available to address future increases over 6% and to stabilize rates in medical/dental insurance premiums up to the District Maximum Contribution.

~~***This maximum contribution includes the temporary increase of $5,468.28 provided in 2020 until end of 2022.**~~

5.2.2 Life Insurance

~~**Effective January 1, 2023, the**~~ **The** District will provide life insurance equal to the base salary for each eligible full-time unit member.

5.2.3 Other Contributions

~~**Effective January 1, 2023, the**~~ **The** District will contribute up to $1,750 per year to full- time unit members serving under a contract of 75% or more. A contribution of up to $1,750 per year will be prorated for those full-time unit members serving under a contract of 50% up to 75% based on the percentage equivalent to the full-time unit members contract percentage. The full-time unit member can assign this contribution or any part of it toward dependent or full-time unit member medical/dental coverage, or other approved deductions consistent with IRS regulations.

5.2.4 Dependent Medical/Dental Coverage

Premium contributions not covered under Section 5.2.3 shall be made through authorized payroll deductions.

Dependent shall include full-time unit member's spouse, domestic partner, child, stepchild, foster child, **(foster children may only be covered if allowed by the medical plan rules),** and the children of the domestic partner of the full-time unit member.

5.2.5 Medically Disabled **Full-Time Unit Members** ~~**Staff**~~ – Continuation of Benefits

Full-time unit members who have exhausted all paid sick leave and who are unable to return to service due to verified medical disability may continue the benefits described under section 5.2 for up to twelve (12) months under the following conditions:

A. The full-time member must be under a district-approved leave of absence following exhaustion of all paid sick leave;

B. If required by the District, full-time unit member must accept examination by a district-approved physician;

C. The portion of the premium paid by the District will not exceed the amount paid by the District for an active unit member.

The continuation of benefits described herein is not renewable for

the same condition or illness occurring within a one-year time frame.

5.2.6 Full-Time Unit Member Opt-Out Due To Double Coverage

All eligible full-time unit members are required to have health coverage through either a District-paid health plan or a plan provided through a spouse or domestic partner who does not work for the District.

A unit member that is eligible for a District-paid health plan and is covered by another health plan through a spouse or domestic partner may voluntarily opt out of the District-paid health plan during the District's annual benefits open enrollment period.

By opting out of District-paid health coverage, the unit member will be eligible to receive an incentive stipend in the amount of $500 for each full calendar year in which they are eligible for District-paid health coverage but opted out of coverage. The incentive stipend amount will not change if the eligible unit member is out on an approved leave that qualifies to receive full medical benefits.

To participate in this option, the unit member must provide the District with proof of active health coverage from the other health plan on an annual basis during the District's benefits open enrollment period. If a unit member is receiving this incentive stipend and loses health coverage through their spouse or domestic partner, then they will be required to enroll into one of the District's health plans with coverage beginning on the first working day of the subsequent month after the loss of coverage and the incentive stipend will end in the month of the termination of unit member coverage under the other health plan. To be eligible to enroll into a District health plan outside of the District's annual benefits open enrollment period, the unit member must provide proof of coverage termination from the other health carrier within 30 days of termination.

5.3 DISTRICT JOINT BENEFITS COMMITTEE

FARSCCD shall have two (2) representatives on the Joint Benefits Committee. There will be a minimum of one meeting per year of the Joint Benefits Committee. **FARSCCD's participation in the Committee shall not relieve the District of its obligation to immediately open negotiations as specified in Article 5.2.1.**

The Joint Benefits Committee is an advisory committee that reviews the benefit offerings, cost benefit for employees, and cost containment. FARSCCD members on the Joint Benefits Committee will communicate updates relating to benefits to its membership and will make recommendations to its membership based on information shared during Joint Benefits Committee meetings.

5.4 RETIREE COVERAGE

For the purposes of this section, retirement is defined as a full-time unit member's termination from full-time District employment which is concurrent with his/her retirement under STRS and/or PERS.

5.4.1 District Contributions

Retired full-time unit members and eligible dependents shall receive district-paid benefits in accordance with the current medical/dental plans based upon the following eligibility criteria:

For full-time unit members whose first paid date of continuous full-time service contract service is prior to May 31, 1986, who have fifteen (15) years of service, the District will pay for the benefits described in 5.4.2 for life.

For full-time unit members whose first paid date of continuous full-time service 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 for the benefits described in 5.4.2 until the retiree reaches age 70, after which such retirees may continue coverage at their own expense.

Full-time unit members retiring on or after July 1, 1975, with less than

fifteen (15) but with ten (10) or more years of continuous full-time service to the District may participate in medical/dental benefits by paying their own premiums.

5.4.2 Retiree Benefits

Eligible retirees and their eligible dependents will receive the same medical coverage with the same District contribution as current full-time unit members until reaching age 65.

Retired eligible full-time unit members and their eligible dependents age 65 and older will enroll in Medicare Part A, Part B, and Part D when eligible. The District will provide at no cost to eligible retirees a Group Medicare **Supplemental** insurance plan that is designed to be comparable to the level provided to active unit members.

The District will pay for the Group Medicare Supplement insurance plan for unit members who are vested with a minimum of 15 years of service within the district until reaching the age of 70.

The District agrees to perform an actuarial study and full cost analysis of current retiree benefit costs to cost out the proposal of extending medical and dental benefits for those with 25 years' service to age 75 by January 1, 2026, or as soon thereafter. If an extension is needed, the District will keep FARSCCD informed of the extensions. The parties will meet and negotiate no later March 1, 2026.

5.5 **Surviving Dependents**

~~**Surviving dependents may continue coverage at their own expense.**~~

For two (2) months from the date of an active unit member or retiree's death, the District will continue to pay the District's portion of the premiums for the medical and dental insurance in force for the unit member's surviving spouse or domestic partner and eligible dependents at the time of the unit member's death. At the conclusion of this benefit period, the surviving spouse or domestic partner and eligible dependents of the deceased unit member shall be provided the opportunity to continue health benefits under the District sponsored medical, dental, and vision

plans at the individual's own expense and at the premium levels prescribed by insurance companies and governmental regulations as a member of the District's benefits program provided that they were covered eligible dependents at the time of the unit member's death.

5.6 SOCIAL SECURITY ALTERNATIVE

~~**Effective July 1, 2025, July 1, 1997, all part-time unit members who are not members of the State Teacher's Retirement System shall be enrolled in the Public Agency Retirement System (PARS) in lieu of social security.**~~ **Upon hire, part-time unit members will be provided with the option of enrolling in PARS or CalSTRS.**

For PARS: **t**he part-time unit member shall contribute 6.2% of ~~his/her~~ **their** earnings to this plan and the District shall contribute an amount equal to 1.3% of the unit member's earnings to this plan. All administrative costs associated with this plan shall be paid from the 1.3% District contribution. If the administrative costs associated with this plan exceed the amount contributed by the District, the District shall pay those additional costs.

For CalSTRS: the part-time unit member shall contribute the percentage determined by CalSTRS of their earnings to this plan, and the District shall contribute the percentage determined by CalSTRS for the employer based on the unit members' earnings.

Effective July 1, 2025, and annually thereafter each September, all unit members who are not members of the State Teacher's Retirement System Defined Benefit program (STRS-DB) shall be given the option in writing by the District to be enrolled in the CalSTRS Defined Benefit (STRS-DB), in lieu of PARS.

5.7 PART-TIME UNIT MEMBER HEALTH INSURANCE **REIMBURSEMENT PROGRAM**

~~**Part-time health and welfare will be reopener for 2022-2023 if the State Budget Act of 2022 includes an increase to the state reimbursement for part-time health benefits.**~~

The purpose of the program is to encourage and support securing medical insurance coverage. As such, the parameters of this program provide an opportunity for individual part-time faculty members to receive reimbursement toward the cost of securing a comprehensive medical plan. To receive reimbursement for the plan a unit member is on must be demonstrated to be a comprehensive medical plan. Reimbursement will be provided on a semester basis for the purpose of purchasing medical insurance by unit members.

Unit members are eligible for reimbursement if enrolled on their own plan or as a dependent on a family member's plan. Unit members are not eligible for the reimbursement program if the faculty member is enrolled in another employer's group medical plan as an employee.

Part-time faculty members with the District whose teaching/work assignment equals or exceeds 40 percent of the cumulative equivalent of a minimum full-time teaching/work assignment (as defined by Ed. Code Section 87861) are eligible to receive reimbursement for a portion of the cost of medial health insurance for the part-time unit members, and eligible dependents, when the unit member works, as follows:

1. **At least 40% or more of a full-time contract in either the Fall or the Spring semester. If a unit member has no load in a semester, they are not eligible for reimbursement for that semester.**
2. **40% cumulatively over the course of both fall and spring semesters. To qualify for cumulative 40%, a unit member must work more than zero percent load in both fall and spring semesters.**

Program parameters:

1. **There are two periods of reimbursement:**
    a. **Fall semester, covering periods from June 1st through November 30th, and**
    b. **Spring semester, covering periods from December 1st through May 31st**
2. **Reimbursement amounts are as follows; employees will receive actual amounts paid up to the semester maximum.**
    a. **Employee monthly cost** **Reimbursement amount**
        i. **$1 - 500** **up to 2,950**

ii.	$501-900	up to 5,450
iii.	$901+	up to 5,950
iv.	$Medicare	up to 2,750

3. The total amount of money available for reimbursement distribution shall not exceed $215,000 per semester, for distribution to qualified unit members, totaling $430,000 per year. Once all eligible employees and amounts have been determined, if the total amount is greater than $215,000 per semester, the allocation amounts will be redistributed proportionately, so the total amount per semester equals but does not exceed $215,000 per semester.

4. Reimbursement shall be applied toward a qualified voluntary comprehensive health insurance program, of the unit member's individual arrangement and choice, under the parameters that:
    a. The unit member provides official documentation of current enrollment and monthly premium cost, which provides proof of premiums paid and proof of comprehensive medical coverage for the reimbursement period that shows the specifics of the medical coverage, and the unit member confirms that all documents submitted are accurate and true.
    b. Eligibility is reviewed each fall and spring semester
    c. Each semester he faculty member must submit the following documentation no later than:
        i. November 15th, for fall semester
        ii. May 15th, for spring semester

5. If coverage terminates the unit member must notify the District within 10 days of the termination, which may proportionally impact the amount of reimbursement available to that unit member.

The reimbursement program is predicated on funding allocations provided by the State of California. The reimbursement program will discontinue if the State of California discontinues funding the Part-time Faculty Health Insurance Program (Education Code sections 87860 through 87868).

TENTATIVE AGREEMENT

BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

AND

FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CCA/CTA/NEA

June 3, 2025

The District recognizes the importance of health insurance and will develop a marketing plan to meaningfully advertise the reimbursement program every two weeks to unit members, at the start of each semester, to encourage awareness and participation. Additionally, the District, in collaboration with FARSCCD will hold two town halls in the fall and spring semesters to discuss the reimbursement program and encourage participation. The District, in collaboration with FARSCCD will develop and submit an anonymous survey to unit members in 2025-2026 to determine interest in a health insurance program to review the data with FARSCCD in 2026-2027, to assess for feasibility of implementation.

FARSCCD	District
_____	_____
Kelvin Leeds, Lead Negotiator FARSCCD	Kristin Olson Vice Chancellor, Human Resources

ARTICLE 6
INSTRUCTIONAL HOURS, DUTIES AND WORKLOAD

6.1 WORKLOAD

6.1.1 Work Year

A. Full-time Unit Members Working in the Credit Program

The standard contract year is one hundred seventy-five (175) days of service designated by the Instructional Calendar (see Appendix C).

B. **Full-time Unit Members Working as** Coordinators, Librarians **DSPS Learning Disability Specialists** ~~**and Contract Education Instructors**~~ and Other Categories not considered Traditional Instructional Unit Members

The standard contract year is one hundred seventy-five (175) days of service as designated by the instructional calendar (Appendix C) or a July 1 - June 30 calendar year as mutually agreed between the unit member and supervisor. Days assigned beyond the 175 days of instruction will be assigned in accordance with the defined work week for coordinators, librarians, **DSPS Learning Disability Specialist** and **other** ~~**Contract Education**~~ unit members **not considered traditional** instructors.

Upon mutual agreement between the unit member and their direct supervisor DSPS Learning Disability Specialists may be designated LHE during summer and intersession paid at the same rate as Librarians/Counselors/Nursing (.85 LHE) instruction rate per the FARSCCD PERMANENT CREDIT SUMMER SALARY SCHEDULE A.

C. Unit Members Working in the Non-Credit Program

The standard contract year for full-time unit members working in the non-credit program is one hundred seventy-five (175) days of service, as designated by the annual Non-Credit Instructional calendar (Appendix D).

D. College Counselors, **Counselor Coordinators** Health Services Faculty, and Distance Education Coordinator

The standard contract year is one hundred ninety-two (192) days of service

within the period beginning the last work day of July and concluding no later than the second week of the summer session for full-time credit counseling unit members, and no later than the first week of the summer session for non-credit counselors. All counseling unit members assigned to the credit instructional program shall work the two weeks of registration prior to the start of classes each semester. Counseling unit members assigned to the non-credit instructional program shall work the one week prior to the start of classes each semester. The remaining work weeks shall be based upon programmatic need.

The Health Services Faculty are Clinical Psychologists, Nurses, and other unit members providing health services to students or assigned to the student health center, only if hired as faculty and designated as faculty upon hire.

Yearly assignment schedules for each counselor will be finalized by June 1.

E. Public Safety **Coordinator**

The standard contract year is two hundred twenty-five (225) days of service within the calendar year, July 1 - June 30 as mutually agreed upon between the employee and the supervisor.

F. STRS Full-time Equivalent Definitions for Part-Time Unit Members

In accordance with the requirements of Education Code Sections 22138.5 (5) and 22138.5 (6), a full time equivalent annual assignment unit member is defined as follows:

Credit Instructional Program	525 hours (15 hrs. x 35 wks.)
Non-Credit (Adult Education) Instructional Program	875 hours (25 hrs. x 35 wks.)
Librarians	1120 hours (35 hrs. x 32 wks.)
Counseling and Health Services Unit Members	1365 hours (35 hrs. x 39 wks.)

6.1.2 Scheduled Assignment

For all unit members (teaching and non-instructional) an assignment scheduled for fewer than four (4) days is subject to approval by the supervising administrator and the appropriate College President. All instructional unit members shall fulfill professional duties that include teaching, preparation, maintenance of **student** office hours, institutional service (e.g. membership and participation on college governance committee(s), participation in accreditation teams, and student activities

support), professional development and other duties. Instructional unit members shall not be required to schedule office hours on days in which they are not assigned a class. **Instructional unit members are required to schedule student office hours to best meet the needs of students.**

The supervising administrator retains the right to determine course offerings based on student needs and in support of student success in collaboration with the Department Chair. Course assignments must be approved and assigned by the supervising administrator. Full-time unit members may be assigned a fully online schedule. Full-time unit members may be assigned to perform a portion of their contract workload at their campus worksite in consultation with the unit member. Every effort will be made to meet unit member's preference for assignments. Full-time non-instructional unit members may have an assigned schedule for fewer than four (4) days in-person subject to approval by the supervising administrator.

6.1.3 Work Week

A. Full-time Unit Members Working in the Credit Program

The standard work week is to average forty (40) hours. The standard instructional work week shall consist of fifteen (15) LHE of classroom assignments, fifteen (15) hours of preparation, five (5) **student** office hours, and five (5) hours of institutional service.

Instructional unit members shall not be required to schedule **student** office hours on days in which they are not assigned a class.

B. **Full time** Unit Members Working in the Non-Credit Programs

The standard work week is to average forty (40) hours. All full-time non-credit instructional unit members shall be assigned twenty-five (25) teaching hours per week. No less than five (5) of those teaching hours shall be released for program facilitation activities. Five (5) **student** office hours shall be posted and maintained in accordance with the needs of students. Instructional unit members shall not be required to schedule **student** office hours on days in which they are not assigned a class.

C. **Full time** Counseling Unit Members (including EOPS and DSPS Counselors)

The standard work week for **full time** counseling unit members shall average forty (40) hours, of which thirty (30) are assigned student contact hours.

Thirty (30) **of these** student contact hours will include any academic, career,

and personal counseling, related student interfacing activities, and any other projects assigned by college administration. The remaining ten (10) hours will ~~**be allocated as follows**~~**:** **consist of** counseling preparation, documentation, research, counseling-related campus support, and institutional service.

~~**Any teaching, program facilitation, and coordination will only be done as overload.**~~ Assignments of counseling hours, teaching schedules, and modality shall be determined in coordination between the unit members and supervising administrator based on District needs. At the discretion of the supervising administrator, remote assignments can be done off-site. **A maximum of three (3) LHE can be assigned for teaching or coordination in load.**

~~**The maximum assignment for part-time unit members shall be limited to 67% of the hours per week considered a full-time assignment for unit members having comparable duties, except for assignments exempted from this limitation by statute. For classroom instructors, 67% of a comparable full-time assignment shall consist of no more than ten (10) LHE per semester of classroom assignments, and ten (10) hours of preparation, per semester.**~~

~~**The maximum workload for part-time counselors, contract education instructors, librarians, coordinators, special services faculty, Health Services faculty and other categories not considered traditional instructional faculty shall average 23 hours per week year-round.**~~ *Language already contained in former E, new F*

D. Counseling Coordinators

The standard work week for counseling coordinators is to average forty (40) hours with thirty-five (35) hours assigned to meet the needs of coordination as determined by the supervising administrator and in consultation with the department chair and unit member.

A maximum of three (3) LHE can be assigned for teaching in load.

E. Coordinators, Health Services Faculty, Librarians, Special Services **Unit Members** ~~**Faculty**~~ (**e.g.,** DSPS Learning **Disability** Specialists), and Other Categories not considered Traditional Instructional Faculty

The standard workweek for ~~**contract education instructors**~~, librarians, coordinators, special services faculty, and other categories not considered traditional instructional faculty is to average forty (40) hours with thirty-five

(35) **scheduled** hours ~~assigned.~~ **Unit members may have the opportunity to work remotely based on the needs of the department and in consultation with the department chair and with supervising administrator approval.** For classroom assignments which are taught as part of contract, ample preparation time consistent with district policy will be provided.

For Health Services ~~**faculty**~~ **unit members** the standard work week is to average forty (40) hours ~~**on campus,**~~ **with thirty-five (35) hours to meet the needs of the department or service area and five (5) hours of institutional service. Unit members may have the opportunity to work remotely one day per week based on the needs of the department in consultation with the department chair and with supervising administrator approval.**

Psychologists who serve in a clinical role will average 22.5 hours per week of clinic operations for in-person direct service appointments (face-to-face contact with clients including: intake, individual/group counseling, and crisis intervention, classroom presentations, and face-to-face clinical supervision, etc.). The remaining hours will be allocated for documentation and non-direct service activities.

DSPS Learning Specialists will be scheduled for a maximum of 30 hours of direct student contact, 5 hours administrative tasks and 5 hours Institutional Service.

Nursing instructors are not considered Health Services staff within the meaning of this section.

F. Part-time Unit Members Working in the Credit Program

The maximum assignment for part-time unit members shall be limited to 67% of the hours per week considered a full-time assignment for unit members having comparable duties, except for assignments exempted from this limitation by statute. For classroom instructors, 67% of a comparable full-time assignment shall consist of no more than ten (10) LHE per semester of classroom assignments, and ten (10) hours of preparation, per semester.

The maximum workload for part-time counseling unit members, ~~**contract education unit members**~~, librarians, coordinators, special services unit members, Health Services unit members and other categories not considered traditional instructional unit members shall average 23 hours per week year-round. **Part-time psychologists who serve in a clinical role are not to exceed 75% of their time in attended direct service appointments (face-to-face contact with clients including: intake, individual/group counseling, and**

crisis intervention and face-to-face clinical supervision) on a continuing basis.

6.1.4 Teaching Load - Unit Members in the Credit Instructional Program

Normal teaching load for full-time unit members shall be thirty (30) teaching units per school year. Classes are normally equated in terms of one teaching unit (LHE) equaling one lecture hour. Laboratory units will be assigned on a 0.90 ratio of a lecture hour, ~~**effective January 1, 2015.**~~ With the consent of the instructor, variations in the normal teaching load may occur to provide for research and innovation. ~~**Effective July 1, 2017, tThe lab rate is will be increased to 1.0 LHE for extensive preparation courses (anthropology, geography, nursing and hard sciences) using proposed criteria. (See Appendix N). Any reassigned LHE (such as coordination, chair, laboratory, non-instructional and student center hours) may be used to meet the annual thirty (30) unit teaching requirement. Unit members can use up to 3 LHE per semester to make contract load in student centers.**~~

Exceptions to the normal teaching load

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

The lab rate **is** ~~**will be increased to**~~ 1.0 LHE for extensive preparation courses (anthropology, geology, nursing, and hard sciences) using proposed criteria **and process established by the Curriculum and Instruction Councils at Santa Ana College and Santiago Canyon College and approved by the District Curriculum and Instruction Council. Courses recommended for addition or deletion in this category will be presented to FARSCCD for negotiations with the District. (See Appendix N).**

High feedback writing intensive composition courses shall receive an additional 0.5 LHE per section paid at the part-time or beyond contract rate. A process to add or delete high feedback writing intensive composition courses will be established by the Curriculum and Instruction Councils at Santa Ana College and Santiago Canyon College and approved by the District Curriculum and Instruction Council. High feedback writing intensive composition courses confirmed for addition or deletion will be presented to FARSCCD for negotiations with the District. The following are currently approved **high feedback, writing intensive** compositions courses: ~~**HSENG 083/HSENG 084(LRN 084)/HSENG 086 English 061, English 099, English ENGL 101/(ENGL C1000), English**~~ **ENGL** 102, ~~**English ENGL103/ (ENGL C1001)**~~, EMLS 109, EMLS 110, and EMLS 112, ACE ~~**102**~~106, ACE 116, ~~**Paralegal Assistant**~~ PARA 246, ~~**Paralegal**~~

~~**Assistant**~~ PARA 248, ~~**Spanish**~~ SPAN 213, ~~**Spanish and**~~ SPAN 212~~**, and qualifying composition courses meeting the same standard, shall receive an additional 0.5 LHE per section, paid at the part- time/beyond contract rate.**~~

The list of courses identified in Appendix N and High Feedback, Writing Intensive Composition Classes will be an automatic reopener in February of each year of the term of this Agreement if changes are recommended by District Curriculum and Instruction Council. Changes to Appendix N and Composition Classes will be implemented for the Fall semester immediately following the negotiations.

Any reassigned LHE (such as coordination, chair, laboratory, non-instructional and student center hours) may be used to meet the annual thirty (30) unit teaching requirement. Unit members can use up to 3 LHE per semester to make contract load in student centers.

~~**Unit members cannot be required to work overload.**~~

Load Balancing for Full-Time Unit Members

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

Although the normal teaching load is fifteen (15) LHE per semester, unit members may have, with mutual agreement between the supervising administrator and the unit member, more or less than fifteen (15) LHE per semester as long as thirty (30) LHE is obtained for the contract year. To qualify for a full teaching load, any unit member with an assignment for fewer than fifteen (15) LHE during the fall semester may satisfy the unit member's contractual obligation by any of the following ways, **at the unit member's option and mutually agreed upon with the supervising administrator:**

1. **Reassign classes assigned as overload or to a part-time unit member.**

2. Carry a load in the spring semester which will, when combined with the fall load, equal thirty (30) LHE. No ~~**contract**~~ **full-time unit member** will be ~~**issued**~~ **scheduled** for less than nine (9) LHE per semester. ~~**Regular**~~ Full-time ~~**college**~~ unit members employed on a partial basis shall be paid on a pro-rata rate.

3. Use banked LHE, **if available.**

4. Agree to a reduced contract.

5. **Only as a last available option, if no other options are possible, work with the**

supervising administrator to identify reassigned time activities to fulfill the required thirty (30) LHE per year, in spring semester only.

6.1.5 Teaching Load - Unit Members in the Non-Credit Instructional Program

~~**Contract**~~ **Full time** unit members loads may be annualized. ~~**Overloads**~~ **Annualized load** may be ~~**assigned scheduled**~~ **assigned during** another semester or term to offset underloads for any one semester on an hour-for- hour basis.

6.1.6 Beyond Contract/Overload

Full-time unit members with satisfactory performance on their most recent evaluation will have first consideration for beyond contract, intersession, and summer school assignments within the college department of their primary assignment. Satisfactory performance is defined as having received a rating of "meets expectations" **i**n all categories in the most recent evaluation. Additional evaluations can be requested in accordance with Article 8.17 (Additional Evaluations).

Unit members cannot be required to work overload.

After full-time unit members, with satisfactory performance in a department have been given the initial opportunity to accept or not accept beyond contract/overload assignments, the remaining class sections will be assigned as follows:

When beyond contract, intersession or summer assignments are not available in departments of their primary assignment, full-time unit members with satisfactory performance (who have FSA's that qualify them to teach in other departments), will receive consideration for those other assignments, after full-time unit members assigned to those departments and prior to part-time unit members. This section only applies to assignments at the college to which the full-time unit member is currently assigned. This applies to assignments offered in categorically funded programs unless the program has specific qualifications or training included in the funding requirements.

After full-time unit members have had their first consideration opportunity for class assignments, part-time unit members will receive their opportunity for regular semester, intersession and summer school assignments. After a part-time unit member has been offered and accepted such an assignment, that assignment cannot be rescinded and given to a full-time unit member unless that assignment is required for the full-time unit member to receive a full contract load.

A beyond contract assignment for full-time unit members will be limited to ten

(10.0) LHE per semester. Exceptions may be granted by the appropriate College President or his/her designee. Student office hours approximating one (1) hour per week for a ~~**four (4)**~~ **three (3)** LHE assignment will be maintained.

Each assigned teaching unit in excess of fifteen (15) in the fall semester will be compensated at the approved beyond contract rate. When extra pay has been received for the fall semester, and the spring semester assigned load is less than fifteen (15) LHE, the fall beyond contract assignment may be used to complete the spring semester assigned load. In this case, repayment of the fall extra pay amount will be made through salary deduction. Each assigned LHE in excess of thirty (30) in the academic year will be compensated at the approved beyond contract rate.

Full-time unit members shall be paid equal to the number of hours of the first scheduled class meeting when a class is cancelled less than one week before the first day of instruction.

Full-time unit members will be paid for the completed class meetings when a course being taught as overload is cancelled after the start date of the course.

6.1.7 Extended Contract

Non-teaching assignments requiring work beyond the 175 days in the standard contract for instructors, coordinators, librarians, staff shall be compensated for at the daily rate of 1/200 of the individual annual rate. Non-teaching assignments requiring work beyond the 192 days in the standard contract for counselors and health services faculty shall be compensated for at the daily rate of 1/220 of the individual annual rate. Non-teaching assignments requiring work beyond the 225 days for Public Safety Coordinator is 1/257 of the individual annual rate.

6.1.8 **Student** Office Hours

Full-time Instructional Unit Members

Five (5) **student** office hours per week shall be posted **in a location easily accessible to students** and maintained in accordance with the needs and convenience of the students and community members. **Unit members will schedule online or on campus student office hours in alignment with the modality of their scheduled classes. (e.g. if teaching two on campus classes, then two on campus student office hours will be scheduled).** Unit members who ~~**teach any distance education course or**~~ are on approved leave shall have their student office hours reduced by the ratio of 1 hour per 3 LHE of ~~**online courses taught**~~ **approved leave.** Unit members who teach any distance education **may** ~~**shall**~~ have their office hours reduced by the ratio of 1 hour per 3 LHE of online courses taught, **with the understanding that the unit members are sufficiently available**

for students and are equivalently interacting with students to support student success. Scheduled student office hours will be held every week of the fall and spring semester that the unit member is assigned to teach.

Part-time Instructional Unit Members

The District agrees to study the feasibility of office hours for part-time instructional unit members during fall semester 2025, for review with a workgroup in spring 2026, consisting of two administrators and two FARSCCD representatives for consideration of implementing a pilot program.

6.2 **PART-TIME UNIT MEMBER EMPLOYMENT PREFERENCE RIGHTS**

Preference rights, will be used for scheduling part-time unit members. ~~**beginning Fall 2021.**~~

~~**Teaching Faculty**~~: **Instructional** Part-time Unit Member:
Preference Rights for instructional part-time unit members shall be granted by the following criteria:

- Have been employed for eight (8) academic (fall or spring) semesters or more, and
- have been assigned at least one (1) class in three (3) of the last four (4) semesters, and,
- have received a rating of "meets expectations" in all categories in the two most recent evaluations.

Any part-time unit member with employment preference rights shall have priority of assignment based on the priority lists established in Article 6.2.1, for one (1) teaching assignment in their discipline, within the college and department in which the employment preference rights were earned. **If additional teaching assignments are available, part-time unit members who have not yet achieved preference rights may then be offered a teaching assignment.** This priority of the teaching assignment shall be honored during fall and spring semesters only. If available, this teaching assignment will be assigned from those that the instructor has taught during the eight (8) academic (fall or spring) semesters or more time period and/or that the department chair and division dean mutually agree that the instructor is qualified to teach. The teaching assignment will be scheduled to meet the needs of students as determined by the appropriate supervisor. The ~~**non-contract**~~ **part-time** unit members with employment preference rights shall be assigned a teaching assignment in order of priority provided that the instructor is available to teach the class.

Non-Instructional ~~**Faculty:**~~ Part-time Unit Member

Preference Rights for non-instructional **part-time** unit members shall be granted by the

following criteria:

Have been employed for eight (8) academic (fall or spring) semesters or more, and
Have been assigned an average of at least six hours per week, which occurred in the most recent 4 semesters, and,
Have received a rating of "meets expectations" in all categories in the two most recent evaluations.

Any part-time unit member with ~~**employment**~~ preference rights shall have priority of non-instructional assignment based on the priority lists established in Article 6.2.1, for six hours per week, within the college and department in which the ~~**employment**~~ preference rights were earned. This priority of non-instructional assignment shall be honored during fall and spring semesters only. If available, these hours will be assigned in areas from those that the unit member has worked during the eight **(8)** semesters or more time period and/or that the department chair and division dean mutually agree that the unit member is qualified to perform. The non-instructional assignment shall be made within a time period the part-time unit member has designated as preferable if work is available and if it meets student needs, during that time frame as determined by the appropriate administrator. The part- time unit member with ~~**employment**~~ preference rights shall be assigned work hours in order of priority provided that the unit member is available to work.

6.2.1 Priority Lists: ~~**Reemployment**~~ **P**reference ~~**priority**~~ rights will be based upon all courses/work areas the unit member has previously taught/worked at their college within their discipline during the eight (8) academic semesters or more period and/or those that the department chair and division dean mutually agree that the instructor is qualified to teach/work. The District shall establish **up-to-date** priority lists ~~**of unit member by discipline.**~~ The lists shall be ordered by **discipline and** initial date of hire into their college within their discipline, then if a tie, by the number of sections previously taught/average number of hours per week at their college within their discipline, and then if a tie, by lottery.

6.2.2 Suspension ~~**of Employment**~~ **and Reinstatement of Preference Rights**: ~~**This employment**~~**:**

6.2.2.1 Part-time unit members preference right**s are** ~~**is**~~ suspended when a part-time unit member receives an evaluation performance rating of "does not meet expectations" in any category or has a break in service wherein the part-time unit member has not taught/worked in Fall or Spring semesters for two (2) years/four (4) semesters or more. **A minimum assignment of 2 hours per week in a tutoring/learning center does not constitute a break in service.**

6.2.2.2 The ~~**employment**~~ preference right is reinstated when the part-time unit member receives two (2) consecutive "meets expectations" evaluations for all methods of evaluation. These evaluations will occur the next two (2) semesters that the unit member actually teaches/works and will include visitations and student

evaluations.

6.2.3 Contingent Status of ~~**Re-employment**~~ **Part-time Unit Members:** In all cases, part-time unit member assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes. No part-time unit member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that ~~**non-contract temporary**~~ **part-time unit** faculty member.

6.2.4 Part-time unit members working in the Criminal Justice Academy and the Fire Academy will not earn **re-employment** preference rights.

6.2.5 Part-Time Unit Member Teaching Assignment Cancellation

Part-time unit members shall be paid equal to the number of hours of the first scheduled class meeting when a class is cancelled or re-assigned to a full-time faculty member less than one week before the first day of instruction.

Part-time unit members will be paid for the completed class meetings when a course is cancelled after the start date of the course.

6.2.5 Part-Time Unit Member Service In Shared Governance Committees

The Academic Senate Presidents shall identify up to five (5) part-time unit members per college who will be paid a stipend of $250 per semester to serve on selected College or District participatory governance committees.

6.3 OTHER FULL-TIME UNIT MEMBER DUTIES

6.3.1 Institutional Service

Institutional service is work done by full-time unit members for the betterment of the college and district. It includes, but is not limited to membership and participation on college governance committee(s), department meetings, curriculum development, ~~**hiring**~~ **screening** committees, outreach, participation m accreditation teams, and student activities support.

Participation in council or committee assignments, course development, meetings, conferences, office hours and other college/district activities is a part of the contractual responsibility.

Unit members serving on participatory governance committees that have scheduled meetings during off contract periods will be paid at Schedule B, the

hourly non-teaching rate, unless already compensated through reassigned time.

6.3.2 Commencement

Full-time unit members who are **on contract** shall participate in the commencement ceremony for the college or continuing education school to which they are primarily assigned **unless the unit member is fulfilling other assigned duties, and the unit member has notified their supervising administrator of their non-attendance.**

Full-time noncredit unit members who are off contract and are approved by their supervising administrator to participate in commencement shall be compensated for the hours of required attendance at the non-instructional rate on the beyond contract salary schedule.

6.3.3 Release Time, Compensation and Stipends for Extra Service Assignments

The District shall compute, according to established criteria, the annual released time and stipend recommendations for extra service assignments. Such stipends and released time shall be subject **to** consultation with FARSCCD and to the approval of the Board of Trustees upon the recommendation of the Chancellor. The Association will be consulted **on** ~~**of**~~ changes in the released time allotment in a timely manner.

~~**Appendix O is a current list of release times.**~~

A process for selecting unit members who will receive release time to serve as Faculty Facilitators will be established in consultation with the Academic Senates at Santa Ana College and Santiago Canyon College, FARSCCD and the District. Unit members selected to serve in these roles will receive the agreed upon release time compensation or stipend.

Additional responsibilities for unit members shall be compensated on a ratio of 1 LHE for every 36 hours of required work.

6.3.4 Large Group Instruction (LGI)

Extra pay and instructional aide (IA) hours will be allocated in accordance with the chart listed below. Sections for LGI qualification must be pre-approved. Enrollment limits will be pre-determined at the beginning of the registration period. Limit and LGI qualification changes require administrative approval.

Qualification counts for the Bonus LHE and weekly instructional aide hours are determined on the final date of late registration. Head count may be required and/or substituted for the computer count. For eight (8) week classes, instructional aide hours will be provided to LGI classes at 1.5 times the rates in the table below. Aide

hours for terms of other lengths may be prorated within this framework.

	LHE bonus factor per 3 LHE Class	**TA** Hours Weekly per 3 LHE class	Additional Weekly Office Hours per 3 LHE class
60 to 69	0	5	0.50
70 to 79	0.75	5	0.50
80 to 89	1.50	7	1.00
90 to 99	2.25	7	1.00
100 to 119	3.00	9	1.50
120 to 139	3.75	11	1.50
140 to 159	4.50	13	2.00
160 & above	5.25	15	2.00

6.3.5 Department and Department Chairs

6.3.5.1 Department Modifications

The College Administration in consultation with the Academic Senates of Santa Ana College and Santiago Canyon College will create a process to review and approve creation, deletion or modifications of new departments. The Academic Senates of Santa Ana College and Santiago Canyon College may create and/or modify curriculum associated with department modification. The District will review the effects of department modifications with FARSCCD.

Department/Chair Duties, Released Time/and Compensation

The duties and responsibilities common to all department chair assignments are presented in Appendix K-1. The released time for instructional department chair assignments shall be determined through negotiated formula and presented in Appendix K-2. Other department chair assignments, e.g. Counseling, Library, non-credit non-instructional, etc. are presented in Appendix K-3. Appendix K-4 contains the negotiated details of the chair assignment calculations. A department chair may have up to five (5.0) LHE of release time as part of the chair's contract load. The value of any department chair assignment in excess of five (5.0) LHE shall be paid at the Part-time **or** Beyond Contract rate. Using the credit calculation, a calculator will be created to determine the department chair compensation for non- credit instructional department chairs.

If department chair work is determined as needed by the supervising administrator, during off contract periods, during summer and winter intersession, a stipend will be provided for summer work in the amount of $1,500.00 and in the amount of $750.00 for winter intersession. The stipend will allow for the equivalent of three hours of work per week, with work and

hours allocated appropriately and when needed for completion of the assigned work. If a department chair is not available, the department chair may recommend an alternative to the supervising administrator for approval. By mutual agreement with the supervising administrator, the work may be completely remote.

~~**Department chairs that are required by their supervisor to work between the Spring and fall semesters will be compensated at the non-teaching rate on Schedule A for the actual hours they work**~~.

6.3.6 Academic Senate Released Time

~~**Effective July 1, 2017,**~~ the District will provide ~~thirty-two (32)~~ **thirty-seven (37)** LHE/semester for the Santa Ana College Academic Senate which includes compensation for the faculty chair of the Curriculum Council and ~~thirty-two (32)~~ **thirty-seven (37)** LHE/semester for the Santiago Canyon College Academic Senate. **To compensate Academic Senate Leadership for the carrying out of necessary duties while off contract, the District will provide an additional six (6) LHE for the Santa Ana College Academic Senate and an additional six (6) LHE for the Santiago Canyon College Academic Senate.**

The Senates will provide the District individual allocations in a timely manner during the planning schedule for each term ~~**Fall and Spring**~~**.** This section of the agreement shall not be subject to the reopener provisions in Article 1.3.

6.3.7 ASSOCIATION RELEASED TIME – ***(moved from 4.18 and modified)***

Release time each year will be available to the Association, provided for as follows:

1. **The District shall provide 70 LHE of released time each year to the Association for on-going Association responsibilities. The Association shall determine the allocation of the release time between the academic sessions (fall, intersession, spring and summer).**

2. **The Association may purchase additional released time at the beyond contract LHE rate. The additional released time must conform with the limitations defined in 6.1.6.**

3. **The Association may purchase additional released time during the summer at the part-time LHE rate. The additional released time must conform with the limitation defined in 6.1.6.**

4. **Any purchased released time shall be paid by the Association within thirty (30) days of the receipt of the district invoice.**

5. **The President of the Association shall contact the Vice Chancellor of Human Resources thirty (30) days prior to the first day of instruction for any term during which released time is used in order to initiate the use of released time referred to in Section 1,2,3, and 4 above.**

6. **The Association acknowledges that the released time specified in A1 and A3 above shall include the activities of the Association's negotiating team.**

7. **This shall constitute "reasonable periods of release time" within the meaning of Government code section 3543.1(c).**

6.4 MULTIPLE SITE ASSIGNMENTS

6.4.1 Assignments

The District will attempt not to assign a unit member to more than one instructional site during day hours of instruction. Unit members will be consulted prior to such assignments being confirmed.

6.4.2 Mileage

If a unit member's contractual assignment or responsibility requires work on a scheduled basis at more than one site in a day, the employee shall be eligible for mileage reimbursement for the travel between the sites. This includes **Board of Trustee meetings**, council work, department meetings, **conducting faculty observations/evaluations at off-site campuses/locations** and Academic Senate meetings. Mileage shall be calculated for the distance to the traveled site from the employees' normal site of employment, excluding any distance from the unit member's residence to the regular place of employment.

6.5 FLEXIBLE CALENDAR

6.5.1 Instructional Unit Members

Each full-time unit member shall complete twelve (12) hours of appropriate professional development (Title 5) individual activities each fiscal year to be tracked by the District electronic system. **Full-time unit members teaching more than fifteen (15) LHE shall complete additional flex hours equal to the amount of LHE they are assigned.**

Full-time unit members shall also participate **in** and receive ~~**in**~~ flex credit **for** four (4) common days (6 hours each day) each fiscal year, which will be designated as

common days for district, college, division, or departmental activities. Full-time instructors will be required to be on campus on these common designated days. Department activities have priority on one of the two common days each semester. Any changes in procedures or timelines for plan submission will be prepared in consultation with the Association and distributed by the District.

The appropriate administrator shall review and approve each unit member's flex activities as submitted on the electronic system plan to ensure that each unit member is in accordance with Title 5 regulations and district policies. If the activities are not approved by the appropriate administrator, a unit member may, within twenty (20) days, appeal the decision in writing to the appropriate College President or his/her designee.

Notwithstanding the right of the District not to release instructors from teaching or other assigned responsibilities if it is deemed in the best interest of the District, the College President or his/her designee will approve the professional development activities if it is in accordance with Title 5 regulations, district policies, and district needs. The decision of the College President or his/her designee is final.

The approved professional development activities are legally binding.

Professional development activities submitted by contract unit members shall constitute contractual obligations as outlined in the unit contract. ~~**Specifically, instructors shall have a thirty (30) hour scheduled commitment per week.**~~ Failure to submit the professional development activities on time, or failure to complete part or all the professional development activities, will result in a proportionate reduction in compensation. A ~~**pro-rated**~~ **prorated** number of staff development days will be computed for unit members on reduced contract, partial contract, and sabbatical leave assignment.

Part-time Instructional Unit Members

Part-time instructional unit members shall complete flex hours equal to the amount of LHE they are assigned. For part-time instructional unit members, staff development activities will be scheduled and organized in conjunction with administration and attendance at such activities is a required contractual obligation.

6.5.2 Counselors, Coordinators, Librarians, Health Service Staff, Special Services Faculty, and Other Categories not considered a Traditional Instructional Faculty.

The appropriate administrator shall review and approve professional development hours that are in accordance with district policies. If the proposed plan is not approved, the full-time unit member may within twenty (20) days, appeal the decision in writing to the appropriate College President or his/her designee. The

decision of the College President or his/her designee is final. The district reserves the right not to release staff if it is deemed in the best interest of the district.

The approved plan is a legally binding contract. Failure to complete part or all required professional hours will result in a proportionate reduction in compensation. Development plans submitted by faculty for flex days shall constitute contractual obligations.

6.5.3 Continuance of the Flexible Calendar

The Board of Trustees retains the right to determine, after consultation with faculty and staff, whether to continue the flexible calendar format for subsequent academic years.

6.6 SUMMER SESSION **& INTERSESSION ~~PROGRAM~~** ~~WORKLOAD~~ - (See Section 7.2 Summer School Salary Schedule)

~~Salary Schedules –~~ Moved to Article 7

~~6.6.1 Schedule A~~

~~All academic college unit members in the credit program who were employed on contract during the preceding academic year shall be paid on the basis of 1/40 of the appropriate step among the first five (5) steps of the basic salary schedule in effect as of June 1 for each lecture hour equivalent taught during the period following the end of the Spring term. Compensation for health services faculty, counselors, librarians, and laboratory assignments will be computed at 0.85 of a lecture hour. Effective July 1, 2017, the lab rate will be increased to 1.0 LHE for extensive preparation courses (anthropology, geography, nursing and hard sciences) using proposed criteria. (See Appendix N.)~~

Unit members may be assigned a maximum **~~assignment of 1 ½ LHE per week will be allowed for all credit unit members during the summer and intersession programs. This is a weekly assignment maximum, not an average or aggregate of total weeks taught during a summer session. This results in up to~~** of twelve (12) LHE for the summer and six (6) LHE for the intersession terms upon mutual agreement. **~~program.~~**

Full time counselors will be paid summer rate (Salary Schedule A) only when they have completed 192 days and only if they are **~~working~~ scheduled to work** once the summer session begins.

A maximum assignment of ~~**twenty-seven (27)**~~ **forty (40)** hours per week will be allowed for all counselors. Combined counseling and instructional assignments shall be subject to the ~~**twenty-seven (27)**~~ **forty (40)** hour limit. Assignments during the summer session shall be 100% student contact unless modified by mutual agreement with the appropriate administrator.

A maximum schedule of forty (40) hours per week will be allowed for Health Services unit members, librarians and other non-instructional unit members, as mutually agreed upon by the supervising administrator and unit member.

A summer session assignment for noncredit unit members shall not exceed a total of two hundred and forty (240) hours, as mutually agreed upon by the supervising administrator and unit member.

~~**Schedule B**~~

~~**Part-time unit members in the credit program will be paid at the LHE part-time rates in effect as of June 1 for lecture and laboratory. Part-time assignments in library, health services and counseling shall be paid at 0.85 of the LHE rate shown.**~~

~~**Schedule C**~~

~~**All full-time unit members in the non-credit program, who are on contract during the preceding academic year and are continuing on contract for the ensuing academic year shall be paid on the basis of 1/640 of the appropriate step among the first five (5) steps of the basic salary schedule in effect as of June 1 for each hour of class taught during the summer. Full-time unit members assigned to teach the Learning Disabilities Laboratory course shall be paid at 0.85 of the appropriate rate on this schedule. A summer session assignment shall not exceed a total of one hundred seventy (170) hours.**~~

6.7 PARKING

Effective July 1, 2017, the parking fee rate will be $50 per year for all full-time unit members. Full-time unit members with less than a full academic year assignment will pay a prorated amount. The parking fee for part-time unit members will be $20 per semester. Part-time unit members can purchase $20 for each semester (fall and spring) and $10 for the summer semester.

6.8 COACHING ASSIGNMENTS

6.8.1 Head Coaches

Head Coaching Load: During **the** in-season **semester**, a Head Coach will receive 9 LHE for the in-season **athletic** class associated with their intercollegiate sport. In addition to the 2.70 LHE associated with ~~**each**~~ **an off-season** intercollegiate athletic class, a Head Coach will receive 6.30 LHE of additional reassigned time for coaching **duties performed** during the off-season semester. The combination of LHE associated with the intercollegiate athletic class and additional reassigned time shall not exceed a total of 9 LHE in the off-season **semester**.

~~**If a unit member is the Head Coach of more than one intercollegiate sport and those sports compete in different semesters, the Head Coach will not receive additional reassigned time and will only receive any LHE associated with an off-season intercollegiate athletic class in the off-season semester for each sport.**~~

The Head Coach of an **intercollegiate** athletic team will receive an annual head coaching stipend of $12,500 ~~**used to perform the various**~~ **for the** duties **required of head coaches during the season of sport**, such as **team competitions, travel, and** recruitment~~**, required of coaches**~~.

If a unit member is the Head Coach of more than one intercollegiate sport and those sports compete in different semesters, **then** the Head Coach will ~~**not receive additional reassigned time and will only receive any LHE associated with an off-season intercollegiate athletic class in the off-season semester for each sport**~~ **receive an additional head coaching stipend of $12,500**. No Head Coach shall be awarded more than ~~**one**~~ **two** head coaching stipend**s** per academic year. **No additional LHE shall be received by the Head Coach for the extra head coaching assignment. Unit member acceptance of an additional head coaching assignment shall only occur by mutual agreement between the unit member and the college administration.**

6.8.2 Assistant Coaches

Assistant Coaching Load: The supervising administrator in consultation with the Head Coach shall determine if an athletic team requires Assistant Coaches and the number of assistant coaching positions needed. Each assistant coaching position will receive ~~5~~ **6.50** LHE during the semester that the sport competes in-season, ~~1~~ **2** LHE during the semester that the sport is off-season, and 1 LHE during the summer or intersession **term directly preceding the semester that the sport competes in-season. Assistant coaching positions for the sport of basketball will include 1 LHE assigned during the intersession term. Assistant coaching positions are considered to be non-instructional positions receiving reassigned LHE compensated at the non-teaching unit member rate (36 work hours per LHE).** ~~**Assistant coaching LHE will be paid at 0.50 of the lecture hour rate.**~~

At the discretion of the Head Coach, the position of Assistant Coach may be split

between ~~two~~ **multiple** individuals with each individual compensated ~~**at fifty percent (50%)**~~ **a designated portion** of the position's assigned LHE.

All LHE assignments for assistant coaching positions shall be clearly communicated prior to starting the assistant coaching assignment.

6.8.3 Athletics Coach Rehire Rights

Part-time unit members' assignments to coach an intercollegiate sport, related to intercollegiate sport sections, and/or specifically connected to intercollegiate coaching duties cannot be used to establish priority for rehire eligibility for future teaching or athletic coaching assignments.

6.9 Coaching Academic (Non-Athletic) Teams (e.g., Forensics, Model United Nations)

6.9.1 In addition to the LHE associated with each non-athletic team's class, an Academic (Non-Athletic) Coach will receive 2.0 LHE of additional reassigned time per semester for coaching. Non-athletic coaches shall receive a minimum stipend of at least $3,000.00 per semester, upon review and approval by the area vice president. Considerations in deciding upon the stipend amount will include the number of students involved, length of the competitive season, and number of competitive events while in-season.

6.10 Instruction in Languages other than English

6.10.1 Unit members not typically required by minimum qualifications for their assignment to provide instruction in a language other than English shall not be required to teach a course in a language other than English.

6.10.2 Unit members who accept an assignment to teach a course not typically taught in a language other than English (e.g. Modern Language courses) shall receive a $500 stipend for teaching the course in a language other than English.

6.10.3 Observation of courses taught in languages other than English shall be conducted by a discipline expert (or discipline expert in a related field) who speaks that language fluently.

6.11 Reduced Workload Program

6.11.1 The District permits full-time unit members who are at least age 55 to participate

in the Reduced Workload Program in accordance with RSCCD Board Policy 7348 and applicable laws including California Education Code Sections 22713, 87483, and California Government Code Section 20900. Full-time unit members who meet the requirements of this article and all applicable Education and Government Codes may reduce their contract from full-time to a percentage of contract load equal to or greater than 50% while continuing to earn state retirement system service credit as if the unit member had been employed on a full-time basis.

6.11.2 Participation in the Reduced Workload Program is limited to a maximum of five (5) years and shall not extend beyond the end of the academic year during which the unit member reaches their 70th birthday. Retirement is mandatory at the end of the unit member's participation in the Reduced Workload Program.

6.11.3 Eligibility requirements for participation in the Reduced Workload Program include:

1. **The unit member must be fifty-five (55) years of age or older prior to participation in the Reduced Workload Program.**
2. **The unit member must have been employed full-time in a position requiring membership in an appropriate California state retirement system for at least ten (10) years prior to participation in the Reduced Workload Program.**
3. **The unit member must have been employed full-time in a faculty position within the District for a minimum of 5 years immediately preceding the reduction in workload without a break in service. For purposes of this section, sabbatical and other approved leaves of absence will not constitute a break in service. However, time spent on sabbatical or other approved leaves of absence will not be used in computing the five (5) year and ten (10) year full-time service requirements.**

6.11.4 The unit member shall receive a salary that is the pro rata share of the salary they would have received had they remained in full-time employment and shall retain all other rights and benefits as if they had remained in full-time employment. When the unit member works less than a 100% full-time contract assignment, the amount of accumulated sick leave will vary in direct proportion to the percent of full-time employment.

6.11.5 A unit member whose contract has been reduced under this article shall contribute to the appropriate retirement system by payroll deduction the amount they

would have contributed had they continued employment on a full-time contract basis. The District shall contribute to the appropriate retirement system the amount required by law.

6.11.6 The full-time unit member must submit the intent to participate in the Reduced Workload Program, to Human Resources no later than February 1 of the academic year immediately preceding the year the Reduced Workload program commences and specify the duration from one (1) to five (5) years of the requested Reduction in Workload as well as the requested percentage of full-time load that the unit member wishes to be assigned over the duration of the agreement. The District in conjunction with CalSTRS shall certify the unit member's eligibility for participation in the Program.

6.11.7 Reduced Workload agreements take effect at the beginning of the district's academic year.

6.11.8 A unit member may withdraw their Reduced Workload application at any time up until the signed completion of the contract document.

6.11.9 A Reduced Workload Agreement can be revoked only by mutual consent of the unit member and the District.

6.11.10 The duration length and/or the full-time percentage of assigned load identified within the original Reduced Workload Agreement may be changed only by mutual agreement between the unit member and the District. A unit member whose workload has been reduced under this article may request to change the duration or the percentage of reduction in contract by submitting a written notice to the College President or designee and shall take effect at the beginning of the next academic year

6.11.11 Nothing in this article shall prohibit a unit member from requesting a reduction in contract workload outside of the provisions of this article or prohibit the District from granting such a request.

6.12 Incentive for Early Notice Of Retirement Or Resignation

Any full-time unit member who notifies the District of their intent to retire or voluntarily resign at the end of the current academic year by September 1 will receive a $500 early notification bonus. Payment will be made with the first available payroll following the unit member's retirement or resignation date.

6.13 Dual Enrollment

As long as the Dual Enrollment program continues, the District and Association agree to the following provisions:

6.13.1 General Provisions

1. **Unit members will not be required to adjust their class content, programs, assignments, presentations, etc., to accommodate subjects and/or topics that any K-12 sites and/or its administration deems inappropriate for its students to ensure that the unit members' classes are taught as they would be as if the classes were being taught at Santa Ana College or Santiago Canyon College. The District will reference Article 12 of this contract, regarding Academic Freedom for unit members.**

2. **Unit members will not be required to do anything above and beyond teaching in the classroom and/or what they would normally do in and/or for a class that meets at Santa Ana College or Santiago Canyon College. This includes requiring unit-members to attend and/or participate in extracurricular activities, assemblies, etc.**

3. **The current Learning Management System (LMS) adopted by RSCCD will be the required web-based learning management system for all online and in-person instruction that all unit members will use and which will be required of all K-12 sites participating in the Dual Enrollment program with Santa Ana College or Santiago Canyon College. Faculty members should maintain their LMS gradebooks regularly to ensure students have access to the most current information.**

4. **Unit members are required to provide grades only to students and the Admissions and Records office of Santa Ana College or Santiago Canyon College. Unit members are not required to provide progress reports and grades to the K-12 sites; their administrators, employees, and/or staff; parents of students; etc.**

6.13.2 Full-time unit members:

1. **Unit members will not be required to accept any dual enrollment assignments at any K-12 sites to make their contract load.**

2. **Dual Enrollment Instructional assignments can be taught as either part of a full-time unit member's load or as overload.**

3. **To accommodate K-12 site students, teaching full-time unit members will hold at least one-half hour of their five required student office hours online outside of school**

hours.

4. **Non-instructional unit members, including but not limited to counselors, who provide services at the K-12 sites will have the option to do so as part of their agreed upon, scheduled load with the option of additional hours to be completed outside of load.**

6.13.3 Part-time unit members and K-12 Site Instructors:

1. **The hiring of part-time unit members from any K-12 sites will follow the same processes established for all part-time unit members.**

2. **K-12 site instructors who are teaching RSCCD classes on a K-12 site during their K-12 district's assignment must sign an instructional service agreement ("ISA") with RSCCD.**

   a. **A K-12 site teacher teaching a college course under an ISA shall remain an employee of the K-12 site and will not become a District unit member by virtue of that assignment.**

   b. **Salary and benefits for the K-12 site instructor teaching under an ISA are the responsibility of the employing K-12 district.**

   c. **The District shall maintain academic oversight of the course: the K-12 site instructor will follow the approved Course Outline of Record, assessments, and grading policies of the College.**

   d. **The K-12 site instructor shall receive a college orientation and necessary professional development before and during the assignment.**

6.13.4 Scheduling

1. **The academic calendar negotiated between FARSCCD and the District will supersede any K-12 school site's academic calendar, unless an exception is requested by the instructor of record.**

2. **The established departmental course scheduling procedures, including the selection of classes, will apply. If there is more than one unit member within a teaching discipline or counseling area who is qualified to provide services at a Dual Enrollment site, then the scheduling of classes will be based upon seniority.**

a. **Full-time unit members who qualify to provide services at the Dual Enrollment sites and wish to do so will have priority over part-time unit members for schedules.**

b. **The part-time unit member priority list will be considered when assigning Dual Enrollment services to part-time unit members.**

3. **In cases where a dual enrollment course is structured as a continuous offering across two academic terms, the District may, at its discretion, designate the course as a single cross-term section for part-time faculty. When approved in advance, and provided that the instructional assignment in each term does not exceed the statutory 67% load limit, the total instructional hours for the course may be used to calculate and assign a proportionate load across the academic year. This provision is intended solely for part-time unit members and shall not be construed as an entitlement or precedent. Full-time unit members' load for cross-term courses shall continue to be governed by existing workload provisions, including contract extension days when instruction occurs outside of the negotiated academic calendar.**

6.13.5 Training and Regulations

1. **Unit members who provide services at the K-12 site will be required to complete mandated reporter training and will be compensated at the hourly non-teaching rate for that training. The District will provide a process by which to submit the documentation for the training payment.**

2. **Any trainings, orientations, workshops, or meetings required of unit members to prepare to teach at, or during the course of teaching an assignment at a K-12 site, by either the District or any of the K-12 sites will be compensated at the current hourly non-teaching rate for the actual number of hours that the meeting takes place, rounded to the nearest quarter hour, or for one hour, whichever is greater. The District will provide a process by which to approve, document and submit professional development hours for the extra duty payment.**

3. **Unit members who provide services at the K-12 sites are required to comply with established laws, regulations, and rules provided to them governing K-12 sites.**

4. **Unit members who provide services at the high schools will abide by District policies regarding disclosure of academic information in observance of FERPA and other applicable state and federal laws.**

5. **K-12 site instructors who have signed an ISA shall receive a college orientation and necessary professional development before and during the assignment.**

6.13.6 Travel and Mileage

1. **Unit members who are required to travel between Santa Ana College or Santiago Canyon College and any of the K-12 sites for meetings, workshops, reviews, class meetings, etc., will be compensated based on the current IRS mileage rate times the designated mileage between Santa Ana College or Santiago Canyon College and the K-12 sites per trip.**

    a. **If the unit member is required to return to Santa Ana College or Santiago Canyon College or the District office after their class at the K-12 site to teach another class or perform other required District duties, the unit member is entitled to mileage compensation for the round trip or double the mileage above.**

    b. **A unit member who travels only between their home and a K-12 site will not be entitled to compensation for their mileage.**

2. **If a unit member is assigned work hours on the same day at different work sites, the assignments must be scheduled with a passing period that is at least equal to twice the average travel time, or one (1) hour, whichever is greater. Unit members are entitled to reimbursement for travel expenses for mileage between sites on the same day.**

3. **The unit member will keep a trip log with dates and mileage, supported by documentation, which will be turned in at the end of each month for mileage compensation.**

4. **The District will provide a process by which to submit the documentation for the mileage reimbursement. The District will reference section 6.4.2 of this contract, which outlines the process by which to submit the documentation for the mileage reimbursement.**

6.13.7 Evaluations:

1. **Formal and/or informal student feedback provided to K-12 site administration, districts, and/or staff will not be used for regular District evaluations of the unit member's performance, which is outlined in Article 8 of this contract.**

2. **K-12 site instructors who have signed and ISA will be treated as part-time unit**

members: subject to class observations and student evaluations per Article 8 (Evaluation).

If during the course of the Dual Enrollment program any issue arises impacting the working conditions of unit members under this agreement, not expressly covered in this Article, the District agrees to notify the Association in order to negotiate the issue.

6.14 Inmate Education

As long as the Inmate Education Program continues, the District and FARSCCD agree to the following provisions:

6.14.1 General Provisions

Unless as part of a job announcement or a designated reassignment as accepted by the unit member:

1. **Unit members will not be required to accept any inmate education assignments at jails and/or prisons of the California Department of Corrections and Rehabilitation ("CDCR sites") to make their contract load.**
2. **Inmate education assignments can be taught as either part of a full-time unit member's load or as overload.**
3. **Non-instructional unit members, including but not limited to counselors, who provide services at CDCR sites will have the option to do so as part of their agreed upon, scheduled load with the option of additional hours to be completed outside of load.**

6.14.2 Scheduling

1. **The established departmental course scheduling procedures, including the selection of classes, will apply.**
2. **If there is more than one unit member within a teaching discipline or counseling area who is qualified to provide services at CDCR sites, then the scheduling of classes will be based upon seniority.**
3. **Full-time unit members who qualify to provide services at CDCR sites and wish to do so will have priority over part-time unit members for schedules. Additionally, the part-time unit member priority list will be considered when assigning inmate education services to part-time unit members.**
4. **Unit members will receive a one-time stipend of $500 at the course conclusion for each new course they teach in this new environment to compensate them for the additional time spent adapting pedagogy and delivery modality to meet**

the needs of this student population. The one-time stipend amount will be reviewed at the end of the first contract year.

6.14.3 Training and Regulations

1. **Unit members who provide services at CDCR sites will be required to complete mandated reporter training as needed and will be compensated at the hourly non-teaching rate for that training.**
2. **Prior to beginning their assignments, all unit members who have chosen to provide services at CDCR sites will be required to participate in any training, orientations, workshops, or meetings as needed and upon supervisor approval, to prepare to teach at, or during the course of teaching an assignment at CDCR sites, by either the District or any of the CDCR sites. Those training, orientations, workshops, or meetings will be compensated at the current hourly non-teaching rate for the actual number of hours that the meeting takes place, rounded to the nearest quarter hour, or for one hour, whichever is greater.**
3. **Unit members who provide services are required to comply with established laws, regulations, and rules governing the CDCR sites. This includes criminal records search, background checks, and limitations on the types of materials that they may bring into the CDCR sites.**
4. **Additionally, unit members will not be required to adjust their class content, programs, assignments, presentations, etc., to accommodate subjects and/or topics that the CDCR and/or CDCR site administrators deem inappropriate for its inmates. However, while maintaining academic freedom, the unit member may agree to adjust their course content if the unit member deems appropriate.**
5. **CDCR requests for course modifications will be directed to the unit member's RSCCD supervising administrator.**
6. **Unit members who provide services at CDCR sites will abide by District policies regarding disclosure of academic information in observance of FERPA and other applicable state and federal laws.**
7. **Unit members are required to provide grades only to students and the Admissions and Records office of Santa Ana College or Santiago Canyon College. Unit members are not required to provide progress reports and grades to CDCR sites; their administrators, employees, and/or staff; family of students; etc.**
8. **The District will provide a process by which to submit the documentation for the training payment and by which to approve, document and submit professional development hours for the extra duty payment.**

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CCA/CTA/NEA
June 6, 2025
Article 6

6.14.4 Travel and Mileage

1. **Unit members who are required to travel between Santa Ana College or Santiago Canyon College and any CDCR sites for meetings, workshops, reviews, class meetings, etc., will be compensated based on the current IRS mileage rate times the designated mileage between Santa Ana College or Santiago Canyon College and CDCR sites per trip. If the unit member is required to return to Santa Ana College or Santiago Canyon College or the District office after their class at CDCR sites to teach another class or perform other required District duties, the unit member is entitled to mileage compensation for the round trip or double the mileage above. A unit member who travels only between their home and CDCR sites will not be entitled to compensation for their mileage. The unit member will keep a trip log with dates and mileage, supported by documentation, which will be turned in at the end of each month for mileage compensation.**
2. **If a unit member is assigned work hours on the same day at different work sites, the assignments must be scheduled with a passing period that is at least equal to twice the average travel time, or one (1) hour, whichever is greater. Unit members are entitled to reimbursement for travel expenses for mileage between sites on the same day.**
3. **Procedures required at CDCR sites may take additional time beyond the normal arrival time and departure time for typical teaching duties. Therefore, if applicable the unit member will be compensated daily in an amount equal to one half hour at the current hourly non-teaching rate regardless of the actual time taken per day. The unit member will keep track of their extra time during the semester and submit documentation to the District at the end of each month for an extra duty payment.**
4. **In the unlikely event of a lockdown or other similar situation requiring the teaching unit member to remain at CDCR sites beyond the time allotted to the class session, the unit member will be compensated by the District for the additional time at the current hourly non-teaching rate.**
5. **Unit members who provide services at CDCR sites other than instructional services and who are required to stay at the prisons and/or jails for a period of time that would increase their total work day to greater than seven or eight hours (depending on the classification of the unit member), shall be compensated for that extra time at the current hourly non-instructional rate.**
6. **The unit member shall keep track of any such extra time and mileage during the semester and submit the documentation to the District at the end of each month for an extra duty payment and mileage reimbursement.**

7. **The District will provide a process by which to submit the documentation for the milage reimbursement. The District will reference section 6.4.2 of this contract, which outlines the process by which to submit the documentation for the milage**
8. **The District will provide a process by which to submit the documentation for the extra duty payment reimbursement.**

6.14.5 Evaluations:

1. **Formal and/or informal student feedback provided to CDCR sites administration and/or staff will not be used for regular District evaluations of the unit member's performance, which is outlined in Article 8 of this contract.**
2. **CDCR officials reserve the right to terminate a unit member's service at CDCR sites at any time during a teaching or non-teaching assignment if the unit member is found to be in violation of CDCR sites' rules and regulations. Only in such cases where the cause for termination of services also violates District policies and procedures could such assignment termination be grounds for District employee discipline procedures. The unit member will be paid only for services that were provided prior to the termination.**

If during the course of the Inmate Education Program any issue arises impacting the working conditions of unit members under this agreement, not expressly covered in this Article, the District agrees to notify FARSCCD to negotiate the issue.

FARSCCD

_____
Kelvin Leeds, Lead Negotiator
FARSCCD

District

_____
Kristin Olson
Vice Chancellor, Human Resources

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CCA/CTA/NEA
June 6, 2025

ARTICLE 7
SALARIES

7.1 SALARY SCHEDULES – CONTRACT YEAR

7.1.1 The parties agree to the institutional goal to maintain not less than ninth (9^{th}) place in the relative rank of the tenth active step on Class VI **of the 175 day salary schedule for full-time unit members**. Relevant salary schedules in effect on March 1, 202**~~5~~8** will be reviewed by March 31, 202**~~5~~8** to determine relative rank. Basic Aid districts shall be excluded from the ranking determination. Any additional compensation required to maintain relative rank will be negotiated for the successor agreement. The percentage adjustment required to maintain not less than ninth (9^{th}) place shall be figured by determining the percent increase needed to maintain relative rank at the tenth active step on Class VI and applying that same percent to each class and step.

~~**The parties have entered into a Memorandum of Understanding (MOU) forming a Joint Task Force on salaries. The MOU is incorporated herein by reference.**~~

A. **2025-2026 Salary:** The 2024-2025 FARSCCD unit member salary schedules will be increased by 8% effective the first day of the unit member's respective work year for 2025-2026 as defined in Article 6.1.1 – Work Year.

2026-2027 Salary: The 2025-2026 FARSCCD unit member salary schedules will be increased by 3.2% effective the first day of the unit member's respective work year for 2026-2027 as defined in Article 6.1.1 – Work Year.

2027-2028 Salary: The 2026-2027 FARSCCD unit member salary schedules will be increased by 3.2% effective the first day of the unit member's respective work year for 2027-2028 as defined in Article 6.1.1 – Work Year.

A new schedule D, for Part-Time unit members, will be developed using the current schedule B. This salary schedule will be increased by 5% to all steps and columns (Column I, II, III, IV; Step 3, 4, 5) on the 2024–2025 unit member salary schedule, for the first day of the unit member's respective work year for 2025-2026. The salary

increases proposed for 2025/26, 2026/27 and 2027/28, will be applied to Schedule D.

For purposes of implementing the salary increases, part-time unit members will be deemed to have the same work year as their respective full-time counterparts.

B. The salary schedule for full-time unit members on one hundred seventy-five (175) day contract is shown in Appendix E. The salary schedule for counselors and Health Services full-time unit members on 192-day contracts is shown in Appendix F. The salary schedule for Public Safety and Institutional Effectiveness & Assessment Coordinators on 225-day contracts is shown in Appendix G.

C **Short-term Temporary Substitute** is a temporary emergency appointment, per Education Code Section 87480, for no more than 20 working days to prevent the stoppage of district business where no persons are **immediately** ~~**immediate**~~ available for contract classification. Unit members so appointed are deemed temporary employees, who are employed to serve from day to day. Service by a unit member in such a temporary appointment does not count toward achieving status as a regular district employee. Such temporary substitutes shall be paid off of the Beyond Contract/Part-time Hourly Salary Schedule B.

D **A Long-term Substitute** is a temporary unit member employed for a complete semester or a year in excess of 20 days and 67% more of a full-time load, per Education Code 87481, because a unit member has been granted leave for a semester or year, or is experiencing long-term illness. The number of persons so employed must be limited to the specific need identified, as determined by the number of unit member(s) out on leave. Long-term substitutes are required to perform all of the duties of full-time unit members. As such, they shall be paid per the appropriate step and column of the Full-time Salary Schedule.

E. **A Long-term Temporary** is a temporary faculty member employed for a complete school year, per Education Code 87482, where there is an organizational need for additional faculty during a particular semester. Long- term temporary employees are required to perform all of the duties of full-time unit members. As such, they shall be paid

per the appropriate step and column of the Full-time Salary Schedule

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

Class I (a) Bachelor's Degree
(b) CTE Placement – Community College Credential

Class II (a) Master's Degree
(b) Bachelor's Degree plus 45 approved semester units earned after award of the degree
(c) CTE Placement – Appropriate Minimum Qualifications plus one of the following:

(1) A.A. Degree or 65 approved semester units, plus six years approved work experience credit
(2) Bachelor's Degree plus three years approved work experience credit

Class III (a) Master's Degree plus 15 approved semester units earned after award of degree
(b) Bachelor's Degree plus 49 approved semester units including a Master's Degree
(c) CTE Placement – Appropriate Minimum Qualifications plus one of the following:
(1) A.A. Degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit.
(2) Bachelor's Degree plus six years approved work experience credit
(3) Completion of 15 approved semester units after initial placement on Class II

Class IV (a) Master's Degree plus 30 approved semester units earned after award of the degree
(b) Bachelor's Degree plus 64 approved semester units including a Master's Degree
(c) CTE Placement – Appropriate Minimum Qualifications plus one of the following:
(1) Bachelor's Degree plus nine years approved work experience credit
(2) Completion of 15 approved semester units after initial placement on Class III

Class V (a) Master's Degree plus 45 approved semester units earned after award of the degree.
(b) Bachelor's Degree plus 79 approved semester units including a Master's Degree
(c) CTE Placement – appropriate Minimum Qualifications plus one of the following:
(1) Bachelor's Degree plus 45 approved semester units, plus nine years approved work experience credit.
(2) Master's Degree plus nine years approved work experience credit.
(3) Completion of 15 approved semester units after initial placement on Class IV

Class VI (a) Master's Degree plus 60 approved semester units earned after award of the degree.
(b) Bachelor's Degree plus 94 approved semester units including a Master's Degree
(c) CTE Placement – Appropriate Minimum Qualifications plus one of the following:
(1) Master's Degree plus 15 approved semester units, plus nine years approved work experience credit

(2) Completion of 15 approved semester units or nine years of approved work experience credit after placement on Class V.

Class VII (a) Doctorate Degree

7.1.3 Initial Placement

A. Class Placement

All unit members at the time of issuance of their first contract shall be placed in a class and step according to professional training and experience as established by the provisions of the schedule. All units taken after earned degrees must be related to the staff assignment to be approved. Supporting transcripts for placement beyond Class I must be submitted within forty-five (45) days after the effective date of the contract. No changes in class placement shall be made after December 31 of **the** unit member's first contract year except through the provisions for vocational placement and/or change of classification.

This provision includes new unit members hired as administrators. When an administrator returns to teaching, counseling, or other non-administrative assignment, the academic placement at the time of first employment will determine placement on the basic schedule. Similarly, all vocational instructors will be assigned initial academic placement to which they will revert from vocational placement if they change assignments.

A unit employee entering contract status for the first time may be granted a maximum of eight (8) years credit:

1) On a year-for-year basis for full-time teaching or other academic employment. Credit shall not be given for a year's experience unless the unit member has served 75% or more of the school days of that year on a full-time teaching or other academic assignment.

2) On a basis of one (1) year for each twenty-four (24) lecture units or equivalent of part-time assignments. The number of years credit cannot exceed the number of years that the unit member has served in part-time assignments. For Continuing Education unit members an accumulated 504 hours of instruction, which will equal one semester of experience credit (as verified by Human Resources).

3) On a basis of one (1) year for each two (2) years of full-time employment (non-academic) in an activity directly related to the assigned faculty service area.

4) Step placement credit required in 1), 2), and 3) above cannot be earned simultaneously.

B. Career Technical Educations (CTE)

The intent of CTE placement is to recognize the value of work experience as an alternative to **coursework** ~~**course work**~~ for unit members of career technical education subjects. The work experience must be directly related to the teaching assignment.

Only unit members meeting the Minimum Qualifications in designated community college CTE subjects and assigned at least 50% to CTE programs as defined in the State Plan for Career

Technical Education are eligible for CTE placement.

Full-time work experience occurring within the last sixteen (16) years may be substituted for full-time teaching experience. Creditable years not used for class placement will be applied toward step placement on a one for one basis up to the maximum entry step allowable. Teaching experience shall not be combined with work experience.

C. Military Credit

Military service in the Armed Forces of the United States which is directly related to the teaching assignment may be applied toward placement.

D. Rehire Policy

Unit members returning to the college after an absence of not more than thirty-nine (39) months shall be placed on the schedule at the next highest step than that on which they served their last full year.

7.1.4 Change of Classification

A. This section applies to full-time and part-time unit members.

B. Creditable Units

Credit accumulated after initial employment as a result of college level study may be used for transferring from one class to another across the salary schedule. Such credit must be for no fewer than nine (9) upper division or graduate level semester units and no more than six (6) lower division semester units except as stipulated in C.2. All units must be from a college or university that has regional accreditation. Lower division units taken by instructors in disciplines in which they normally teach must be taken at colleges or universities other than Rancho Santiago Community College District. Units must be directly related to the improvement of the instructional programs.

C. Work Experience

Credit equivalency for work experience may be earned by instructors through approved employment, subject to administrative approval. The appropriate Department chair, where one is designated, will

make initial review and approval prior to administrative review and approval. (See REGULATIONS, Item 7, below).

D. Regulations

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

1. All work taken for change of salary class or vocational placement shall be completed by September 15 of the year in which the change becomes effective.

2. No more than six (6) lower division semester units may be used for each change of class including Rancho Santiago District Staff Development course units. The six (6) unit maximum for lower division course units may be waived (1) for vocational, computer applications, or foreign language programs in which upper division course work is not available or appropriate; (2) in approved retraining programs; or (3) when credit equivalency for work experience is applied. The waiver requires prior approval by the supervising administrator and the College President. The amount of credit for correspondence course, seminars, or any other course work of less duration than a regular semester, quarter, or summer session will be subject to the recommendation of the supervising administrator.

3. All transcripts showing evidence of work taken toward change of salary class must be on file with the Human Resources Office not later than October 15 of the year in which the change of salary class is to take place.

Unit members will receive confirmation of receipt and completion of necessary documentation for column advancement by November 30th, or sooner when possible.

4. When an earned doctorate is involved, the degree shall be recognized for salary credit when the institution granting the degree certifies that all requirements were met prior to October 15 of the year in which the change of salary class is to take place, and such certification is on file in the Human Resources Office.

5. Changes of salary class shall be presented to the Board of Trustees not later than the second meeting in December.

6. A grade of C, or better, must be earned in all course work submitted for salary advancement.

7. Credit equivalency for work experience may be obtained on the basis of equating fifty-four (54) hours of approved employment to one (1) semester unit of course credit. Such work experience credit must be combined with at least five (5) semester units of course credit to advance to a higher class.

E. Non-course Professional Work and Activity

Non-course professional work and activity, as defined below, may be used for advancement to Class II, III, IV, V, or VI on the current salary schedule, but may not be used for advancement to Class VII (Doctorate). Applications seeking credit for non-course professional work and activity is to be made within the time lines described in Section 7.1.4.C above. Non-course work shall apply for class advancement only and not for initial placement at time of hiring. In the areas to follow, all items are to be documented by the applicant on the District approved forms. Applications for credit are to be approved by the appropriate College President or designee. These units apply only to full-time credit or non-credit tenured faculty. A unit member may accumulate a lifetime maximum of thirty (30) units for all research and creative activity and professional activities.

Applications for approval of non-course professional activity units will be returned to the Human Resources Office, which will forward the applications to the District Review Committee. The review committee comprised of one representative from the Association, one representative from the Academic Senate, and one representative from the administration shall review all applications and determine the number of units to be awarded for each activity.

1. Research and Creative Activity
   a. An original article in the unit member's present job description or field of teaching that is published in a professional journal may earn 0.5 to1.5 units, depending upon the scope. The journal must have an editorial board that reviews and selects articles for publications.

   b. An original published document or major revision of an original published document (e.g., textbook, workbook, or manual) for classroom use may earn one (1) to five (5)

units, depending upon scope. This option does not apply to regular classroom materials such as course syllabi, outlines, and handouts.

c. A book or text in the unit member's present field may earn one (1) to five (5) units depending upon scope. Self-published books shall not be considered except where they have been in evident use and benefit to the students in the classroom.

d. An original score and/or published lyrics may earn 0.5 to three (3) units depending upon scope. Such music should be of evident use in the classroom and must be copyrighted.

e. Other products of research or creative activity which show evidence of professional growth on the part of the faculty member may earn from 0.5 to three (3) units depending upon scope.

2. Professional Activities

a. The presentation of a scholarly paper or other original professional material relevant to the faculty member's present field of employment at a conference, workshop, seminar or gallery showing, which shows evident research and is not merely extemporaneous in nature, may earn 0.5 to one (1) units depending upon scope.

b. Holding a position of leadership on the association's Executive Board or the Academic Senate or being chair or co-chair of District councils or committees for three (3) or more consecutive years may earn one (1) to three (3) units for each year.

7.1.5 Longevity Steps

Longevity steps will be awarded to eligible District unit members. Eligibility for the steps will be based on the following:

Step A – Member is eligible after three (3) years on Class VI or Class VII at the Maximum step 16.

Step B – Member is eligible three (3) years after placement on Step A.

Step C – Member is eligible three (3) years after placement on Step B.

7.2 BEYOND CONTRACT ~~AND PART-TIME~~ ASSIGNMENTS FOR COLLEGE CREDIT INSTRUCTORS

Extra pay assignment beyond the regular contract load during the fall and spring semesters shall be paid at the established lecture hour equivalent (LHE) or fraction thereof; as shown on Salary Schedule "B". Initial placement for the unit members is at step one (1), with advancements occurring every two (2) semesters of ~~part-time/~~beyond contract work.

~~**Lecture Hours Equivalent (LHE) = 18 times the hourly rate except for counselors and librarians.**~~

~~**Non-teaching assignments shall be compensated at 0.5 times the hourly rate for LHE except for counselor and librarians.**~~

Laboratory hours shall be compensated at 0.90 of a lecture hour. ~~**Effective July 1, 2017,**~~ **T**he lab rate will be increased to 1.0 LHE for extensive preparation courses (anthropology, geography, nursing~~, and~~ hard sciences, ~~etc.~~) using proposed criteria **and process**. (See Appendix N.)

~~**The rates shown on Salary Schedule "B" shall also apply to all part-time unit members teaching college credit classes.**~~

Extra pay and part-time assignments in health services, **DSPS**, counseling, and library shall be paid on an hourly basis at 0.85 of the LHE rate.

~~**7.2.1 Full-Time Unit Members**~~

~~**Extra pay assignments beyond the regular contract load during the fall and spring semesters, summer and intersession shall be paid at the established lecture hour equivalent (LHE) or fraction thereof; as shown on Salary Schedule "A".**~~

~~**Placement on Schedule A is according to Class and Step placement for either the 175, 192 or 225 Day Permanent Annual Salary Schedule. Advancement in Salary Schedule A shall align with advancement with annual contract advancement for full-time unit members.**~~

~~**Full-time counselors will be paid overload, or summer or intersession LHE rate (Salary Schedule A) only when they have completed 192 days and only**~~

~~**if they are working once the summer or intersession begins.**~~
~~**The rates shown on Salary Schedule" B" shall also apply to all part-time unit members teaching college credit classes.**~~

7.3 SALARY SCHEDULES –

~~SALARY SCHEDULES – **SUMMER SCHOOL**~~

7.3.1 Schedule A - **Intersession & Summer**

A. Schedule A **is for summer and** ~~winter~~ **intersession work and** applies to ~~**academic**~~ full-time unit ~~**faculty**~~ members who were under contract the academic year preceding summer school.

B. Placement on Summer Salary Schedule A is according to Class and Step placement as of the Spring semester immediately preceding summer school.

C. Courses:
1. **Lecture Hours Equivalent (LHE) = 18 times the hourly rate except for counselors and librarians.**
2. **One (1) hour for Extensive Preparation - Laboratory – 1.0 Lecture Hour;**
3. **One (1) hour for Laboratory = 0.90 Lecture Hour;**
4. **High feedback, writing intensive compositions courses shall receive an additional 0.5 LHE per section.**

7.3.2 Schedule B – Beyond Contract

~~**A. Summer**~~ Salary Schedule B **applies to:**
A. Beyond contract work for full-time unit members during fall and spring semesters, and ~~**applies to all non-contract college credit unit members.**~~

B. Courses:
1. **Lecture Hours Equivalent (LHE) = 18 times the hourly rate except for counselors and librarians.**
2. **One (1) hour for Extensive Preparation - Laboratory – 1.0 Lecture Hour;**
3. **One (1) hour for Laboratory = 0.90 Lecture Hour;**
4. **High feedback, writing intensive compositions courses shall**

receive an additional 0.5 LHE per section.

Hourly assignments in health services, **DSPS,** library, and counseling shall be paid at the rate of 0.85 of a Lecture Hour.

7.3.3 Schedule C – Continuing Education - Summer

All continuing education full-time unit members employed for summer session to teach shall be paid according to Salary Schedule C.

7.3.4 Schedule D - Part-Time Unit Members

Effective Fall 2025, part-time unit members will be placed on Salary Schedule D utilizing the criteria in 7.1.3. Initial placement for the unit members is at step one (1), with advancements occurring every two (2) semesters of work.

Schedule D applies to work during the regular year, summer and winter intercession and includes time for class preparation.

For the transition in Fall 2025, current unit members will be placed on the same column/step as they had previously occupied on Schedule B.

Part-time unit members will be afforded the opportunity for class change as outlined in 7.1.4.

~~**Schedule A – Credit Overload, Part-time & Summer/Intersession**~~

~~**A. Schedule A applies to academic unit faculty members who were under contract the academic year preceding summer school.**~~
~~**B. Placement on Summer Salary Schedule A is according to Class and Step placement as of the Spring semester immediately preceding summer school.**~~

~~**7.3.2 Schedule B – Non-Credit Summer Salary Schedule**~~

~~**A. Summer Salary Schedule B applies to all non-contract college credit unit members.**~~

~~**Lecture Hours Equivalent (LHE) = 18 times the hourly rate except for counselors and librarians.**~~

~~**One (1) hour for Extensive Preparation Courses – 1.0 Lecture Hour; see Section 7.3.**~~

~~**One (1) hour for Laboratory = 0.90 Lecture Hour; see Section 7.3.**~~

~~**Hourly assignments in health services library, and counseling shall be paid at the rate of 0.85 of a Lecture Hour.**~~

~~**ii. Schedule C**~~

~~**A. All continuing education full-time unit members employed for summer session to teach shall be paid according to the Rate Schedule C.**~~

7.4 **~~BEYOND CONTRACT AND PART-TIME ASSIGNMENTS FOR COLLEGE CREDIT INSTRUCTORS –~~** ***moved to 7.2***

~~**Extra pay assignments beyond the regular contract load during the fall and spring semesters shall be paid at the established lecture hour equivalent (LHE) or fraction thereof; as shown on Salary Schedule "B". Initial placement for unit members is at step one (1), with advancements occurring every two (2) semesters of part-time/beyond contract work.**~~

~~**Laboratory hours shall be compensated at 0.90 of a lecture hour. Effective July 1, 2017, The lab rate will be increased to 1.0 LHE for extensive preparation courses (anthropology, geography, nursing, and hard sciences, etc.) using proposed criteria and process. (See Appendix N.)**~~

~~**The rates shown on Salary Schedule" B" shall also apply to all part-time unit members teaching college credit classes.**~~

~~**Extra pay and part-time assignments in health services, counseling, and library shall be paid on an hourly basis at 0.85 of the LHE rate.**~~

7.5 **DISTANCE EDUCATION TRAINING – COMPENSATION**

Unit members who are employed by RSCCD and are required to complete future Online Teaching Certification (SAC) or The Online Teaching Certification (SCC) or @ONE Online Teaching and Design Certification [herein referred to as

Certifications] after April 1, 2024, in order to teach Distance Education will be able are eligible to receive be receive compensated ion in one of the following ways:

A. **Unit members will be able to apply some or all hours accrued during Certifications towards meeting their professional development (i.e., Flex) requirement. However, hours accrued in excess of a unit member's professional development requirement will not carry over to the next fiscal year, and/or towards column advancement and will be also paid a stipend of $3000 OR**
B. **Unit members who complete future Certifications may receive 2.5 CEUs which may be used toward column advancement.**
C. **The total amount of stipends paid in an academic year cannot exceed $102,000 at Santa Ana College, unless additional funds are authorized by the College President.**
D. **The total amount of stipends paid in an academic year cannot exceed $51,000 at Santiago Canyon College, unless additional funds are authorized by the College President.**

7.6 OTHER PLACEMENT

Academic Personnel

Unit members employed in non-teaching positions which are fully funded through federal or state special project funds may also be issued extended contracts under the provisions of this section.

Contract 1 and Contract 2 College Unit Members

Contract 1 and Contract 2 College unit members employed on a partial contract basis shall be paid according to the number of lecture hour equivalents divided by 36.

Substitutes and Special Lecturers

Substitutes shall be paid at an hourly rate equivalent to the established lecture and laboratory rate. The hourly rate for other non-teaching substitutes shall be 0.5 the substitute lecture rate.

7.7 TRAVEL ALLOWANCE

All schedules include travel allowance, except for specific cases, as provided for in the Policy re: Authorization for Mileage Reimbursement adopted by the Board

of Trustees and currently in effect. Wherever travel allowances are approved, the rate paid for mileage shall be at the maximum rate allowed by the IRS.

7.8 REPAYMENT OF OVERPAYMENT

In the event of an overpayment to a unit member, the District agrees to make every effort to work out an acceptable repayment plan with the affected unit members. Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental check issued, within five (5) days after discovery of the error or the unit member provides notice to the payroll department, whichever occurs first.

FARSCCD	District
_____	_____
Kelvin Leeds, Lead Negotiator FARSCCD	Kristin Olson Vice Chancellor, Human Resources

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CCA/CTA/NEA
June 6, 2025

8.1 PURPOSE OF EVALUATION

A. The excellence of the institution depends on the quality of its unit members. Unit member evaluation is a method of addressing performance. Meaningful evaluations can enhance unit member performance and promote excellence by providing positive reinforcement, constructive advice, and specific recommendations for improvement and professional growth. The evaluation process will follow the suggested evaluation plan, timetable, and Evaluation Appendices.

B. During the semester in preparation for participation, an evaluation team training shall be scheduled for all evaluators, and attendance is mandatory every three (3) years. The purpose of the training is to give the evaluators the skills and knowledge necessary to provide the unit member being evaluated with positive reinforcement, constructive advice, and specific recommendations for improvement or professional growth during the evaluation cycle. Training is developed and provided by Academic Senate, FARSCCD, and the District.

8.2 DEFINITIONS

8.2.1 Unit member definitions

A. **Tenured Unit Member: Employment with tenure status. (Associate and full Professor)**
B. **Probationary Unit Member: Employee who has not been granted tenure but has been hired to work full-time. Probationary unit members are employed in one of three categories:**
    i. **Contract I - Employment during the first academic year.**
    ii. **Contract II - Employment during the second academic year.**
    iii. **Contract III - Employment during the third and fourth academic year.**
C. **Temporary Unit Member: Employee, other than as a substitute, hired for a specific assignment of not less than one semester nor longer than a complete school year or hired as a unit member in a program conducted under contract in a categorically funded project. Will be evaluated using the process for Probationary unit members.**
D. **Non-Contract Unit Member (a.k.a. Part-time/Adjunct): Employee serving on an hourly basis with no contract with the Board.**

E. **Substitute Unit Member: Employee filling a position of a regular employed person absent from service.**

8.2.2 Faculty will be assigned the following titles:

A. **Instructor: Non-contract (Part-Time/Adjunct) and substitute unit member.**
B. **Assistant Professor: Permanent tenure-track (Contract I, II, III unit member from hire date to approval of tenure), Temporary (non-tenure track) unit member, and/or Categorical and specially funded unit members.**
C. **Associate Professor: Upon district approval of tenure status.**
D. **Professor: Upon completion of five (5) years tenured service at RSCCD.**

8.2.3 Evaluation Teams

A. Probationary Tenure Review Committee (PTRC) – The PTRC will be comprised of two (2) tenured unit members (assigned by the department chair, or if necessary, in consultation with the Academic Senate President), one of whom will be identified a co-chair and the supervising administrator (committee co-chair).

B. Tenured Review Committee (TRC) – The TRC will be comprised of the supervising administrator and a tenured colleague from the unit member's department/discipline/division, chosen by the department chairperson or by the Academic Senate President in the absence of a department chairperson. If the department chairperson is the evaluee, the Academic Senate President will select the peer. An additional tenured unit member may be added to the TRC at the request of the unit member being evaluated.

C. Non-Contract (Part-time, Adjunct) Review Team (NCRT) – The NCRT will be comprised of the department chair or full-time unit member designee, and the supervising administrator.

8.3 EVALUATION COMPONENTS/DOCUMENTS

A. **The following documents will be utilized to complete the unit member evaluations. The district approved documents utilized in the evaluation process will be dependent on the unit member's hiring status (non-contract, probationary, tenured, etc.) within the district.**

B. **With the exception of student evaluation and colleague evaluation surveys, no anonymous oral or written material shall be used in the formal evaluation**

process in any form; nor shall such materials be referenced in any evaluation record.

C. Additional evaluations of unit members may be made at the request of the supervising administrator or the unit member. If an additional evaluation is requested, the supervising administrator will consult with the department chair involved. The activities for the additional evaluations may include, but not be limited to, classroom or online visitation(s), peer review processes, and student reviews.

D. The supervising administrator, under direction of the appropriate vice-president, is responsible for overseeing the evaluation process on behalf of the Board. The supervising administrator will oversee the collection of all evaluation materials and will prepare the annual evaluation report, which will include a recommendation regarding the continued employment of the faculty member.

E. The unit member being evaluated is expected to sign all documents. The signature does not necessarily indicate agreement with the report.

F. Instructional, Worksite and Distance Education observation forms include the following evaluation delineations:

- **a. Outstanding – unit member demonstrates teaching/student support services that equal or exceed(s) current best practices in multiple areas.**
- **b. Meets Expectations – unit member demonstrates teaching/student support services that reflect(s) best practices**
- **c. Needs Improvement – unit member demonstrates teaching/student support services that does not reflect(s) best practices and requires improvement**
- **d. Unsatisfactory – unit member demonstrates teaching/student support services that is well below best practices and requires significant improvement**

8.3.1 SELF-EVALUATION: PORTFOLIO

The full-time unit member will compile a self-evaluation portfolio which will include a written self-evaluation indicating the unit member's perceived strengths and/or areas for improvement.

The Portfolio should include examples of:

- **Class materials (sample syllabi, assignments, etc.) when applicable.**

- **Campus involvement and institutional service.**
- **Examples of actions have you taken to improve understanding of Diversity, Equity, Inclusion, and Accessibility (DEIA) to enhance the educational experience for students.**
- **Professional development.**
- **Worksite presentation materials, promotional materials, etc.**
- **Other departmental, discipline, community, or industry related contributions.**

8.3.2 STUDENT REVIEWS

Student reviews allow students with an opportunity to provide feedback related to unit member performance in the classroom or at their worksite whether online or in-person. The student may provide both scores and narrative feedback.

A. **Each semester, the supervising administrator will ensure student reviews are initiated for all of the unit member's classes/worksites. This may be done more frequently at the discretion of the administrator, the department chair/designee, or by request of the unit member.**
B. **The unit member will bring student reviews to the class being evaluated. A student will be identified to proctor the evaluations while the unit member leaves the classroom.**
C. **For Instructional unit members, student reviews will be completed the approved district form no later than the halfway point of the course (e.g. by the eighth [8th] week of sixteen [16] week course, the fourth [4th] week of an eight [8]-week course, etc.).**
D. **For Counselors/Health Services/DSPS unit members, student reviews will be completed using the approved district form given to a random sample of students selected from appointments and walk-ins between the third (3) and eighth (8) week of each semester.**
E. **For Librarian unit members, student reviews will be completed using the approved district form for the four weeks between the eighth (8th) and thirteenth (13th) weeks of the semester.**
F. **Student narrative comments will be typed, unless completed electronically, to preserve anonymity and will be included in the evaluation record. Identical responses may be tabulated and not retyped.**
G. **For Online Instruction, the Student Online Course Evaluation Survey Form will be utilized.**
H. **When reviewing student reviews, the total number of students participating in the evaluation process will not be a basis of unit member performance.**

8.3.3 INSTRUCTIONAL/WORKSITE OBSERVATION REPORT

Unit member peers and/or the dean/supervising administrator observe unit member performance in the instructional/worksite and provide constructive feedback related to unit member performance whether online or in-person.

A. The criteria for instructional/worksite observations may include but may not be limited to the following (See the appendix for the evaluation form to be used). The unit member:

1. **Is well prepared to teach.**
2. **Provides organized and effective delivery of instruction.**
3. **Is courteous and engaged.**
4. **Encourages student participation.**
5. **Provides instruction consistent with the Course Outline of Record.**
6. **Makes effective use of teaching aids and materials, including visual, audio and various modalities.**
7. **Observes appropriate safety protocols, as applicable.**
8. **Demonstrates respect for students in general, creating a learning environment that is conducive to learning, setting an atmosphere of trust and sensitivity.**
9. **Conveys professionalism and civility**

B. Observation timeframe:

1. **For in-person classes, observations are typically conducted for 45 to 90 minutes, depending on the length of the class session.**
2. **For online classes, access is provided to the evaluator over a seven (7) day period.**
3. **For non-instructional faculty worksites, observations are typically conducted for 45 to 90 minutes.**

C. For Online and Hybrid classes, the Distance Education Classroom Observation and Evaluation form will be utilized.

D. For counselors, librarians, and other non-instructional unit members, evaluations must include observation of unit member performance in the area of primary responsibility as specified in her/his/their job description; a classroom observation should be included when applicable.

8.3.4 COLLEAGUE CONSULTATION MEMO

Unit member colleagues who will consult as part of Option 2 or Option 3 for a tenured unit member will utilize this form to provide constructive feedback related to unit member performance.

A. **Issues related to the faculty member's normal assignment will be included in the memo so that pertinent information may be included in the Summary Evaluation (e.g., counseling strategies, textbooks, course overviews, handouts, exams, teaching techniques, daily assignments, classroom assessment techniques, etc.)**

8.3.5 COLLEAGUE SURVEYS

Colleague Surveys allows faculty, classified professionals, administrators and professional colleagues outside of the district with an opportunity to provide feedback related to unit member's professional performance. The colleagues provide both scores and narrative feedback.

A. **For Probationary faculty, the supervising administrator will conduct an evaluation survey of all full-time unit members of the probationary unit member's department, plus other appropriate unit members and staff who work with the unit member as suggested by the PTRC, peer evaluators, or the unit member. The format and procedure approved by the District will be used. Anonymity of narrative comments will be preserved and will be included in the evaluation record.**
B. **Colleague surveys will be conducted and scored by the District in a uniform and consistent manner for all unit members. The average scores will exclude "not-applicable" and "I don't know" answers from the denominator.**

8.3.6 SUMMARY EVALUATION

The Summary Evaluation allows members of the PTRC or the TRC an opportunity to take a holistic look at the performance of the unit member and provide a summarized overview of all evaluation materials and unit member portfolio including employment recommendation when appropriate.

A. **A meeting of either the PTRC or the TRC will be called to review the results of all evaluation activities.**
B. **Based on the PTRC meeting, the Supervising Administrator will prepare this form, which summarizes the results of all evaluation activities and PTRC observations.**
C. **This document will include the administrative summary and recommendation.**
D. **The peer evaluators will have an opportunity to review and sign this form for accuracy prior to submission to the probationary faculty member.**
E. **The report will include, but is not limited to, the following criteria:**
    1. **Competency in and delivery of subject matter**
    2. **Professionalism and civility – respect of colleagues, staff, and students**

3. **Contribution to the institution and/or participation in faculty/college governance, service on college committees, projects and/or supervising student organizations**
4. **Actions taken to address understanding of Diversity, Equity, Inclusion, and Accessibility (DEIA)**
5. **Professional development**
6. **Community/industry/discipline engagement and activities**
7. **Meets workplace responsibilities**

F. Recommendations:

1. **For Probationary unit members, the Summary Evaluation must conclude with one of the following recommendations:**
   - i. **Renewal of employment contract (performance improvement plan if appropriate)**
   - ii. **Non-renewal of contract (Not recommended for rehire)**
   - iii. **Granting of Tenure**
2. **For Tenured unit members, the Summary Evaluation may conclude with the following recommendation:**
   - i. **Special Evaluation Recommended (faculty performance improvement plan [FPIP] should be included)**

8.3.7 Faculty Performance Improvement Plan (FPIP)

A Faculty Performance Improvement Plan may be created to enhance unit member performance and to promote excellence by providing positive reinforcement, constructive advice, and specific recommendations for improvement and professional growth.

A. For any performance area in which the unit member' s performance is marked as "Needs improvement" or "Unsatisfactory," an FPIP will be developed to address these deficiencies with clear areas of improvement, objectives and timelines.

B. The Supervising Administrator will prepare this form with input from all members of the PTRC, TRC or NCRT.

C. The faculty co-chair of the PTRC, TRC or NCRT will have an opportunity to review and sign this form for accuracy prior to submission to the unit member.

D. The supervising administrator may rely on members of the PTRC, TRC or NCRT to monitor unit member progress toward completion of the FPIP as needed.

E. **The FPIP will be signed by the unit member, faculty co-chair and supervising administrator.**
F. **If the PTRC's recommendation is to terminate employment/not rehire a probationary unit member, a FPIP will not be completed.**
G. **Upon completion of the FPIP, the PTRC, TRC, or NCRT will meet to discuss the progress of the unit member. The district approved FPIP form will be completed and signed by the team.**
H. **The supervising administrator will meet with the unit member to review the completed FPIP.**
I. **The unit member will sign the completed FPIP form in acknowledgement of receipt of the form.**

8.3.8 Institutional Tenure Review Form (ITR)

At the Institutional Tenure Review level, the parties (FARSCCD, Academic Senate President and the appropriate Vice President[s]) agree to meet collectively to review the evaluation process for the probationary unit member. At the conclusion of this meeting, the parties will sign the ITR form. Each member of the ITR has the following responsibilities based on their role:

- **FARSCCD — ensures that the Article 8 (Evaluation) processes and the CBA have been followed.**
- **Academic Senate — ensures that policies and procedures of the Academic Senate in regards to academic freedom (BP/AR 4030), curriculum and evaluation (as outlined in BP/AR 2410) have been followed.**
- **Appropriate Vice President — ensures that Board policies, Administrative Regulations, Title 5 and the CBA have been followed.**

The completed ITR form will be included in the unit members tenure-track evaluation portfolio and forwarded to the Appropriate College President for review.

The ITR form will not be part of the permanent personnel file but will be maintained and managed in a confidential file in Human Resources.

8.4 EVALUATION OF PROBATIONARY UNIT MEMBERS

8.4.1 PROCEDURES & TIMELINE

Probationary unit members are expected to go through a four-year tenure process, not four one-year processes. At the end of the fourth year, a

decision to grant or not grant tenure will be made based on the entire four-year evaluation process, which includes all evaluation materials. In exceptional cases, tenure may be recommended in fewer than four years.

When probationary unit members have assignments in more than one department/worksite, the unit members should have observations for all departments/worksites (e.g. Counseling/Coordinating/Instruction).

The supervising administrator, under direction of the appropriate vice-president, is responsible for overseeing the evaluation process on behalf of the Board. The supervising administrator will oversee the collection of all evaluation materials and will submit all completed and signed probationary tenure review materials, which will include a recommendation regarding the continued employment of the faculty member.

A. UNIT MEMBERS: INSTRUCTIONAL ASSIGNMENTS

1. **The Probationary Tenure Review Committee (PTRC) members will be determined. (Between weeks 1-2 of the semester)**
2. **The PTRC will meet to review the Probationary Tenure Review timelines, and process. At this meeting, the colleague survey distribution list will be determined and a calendar for future meetings will be developed. (Week 3)**
3. **The Dean/Supervising Administrator will notify the unit member of the evaluation process and timeline including the membership of the PTRC. The unit member will provide a list of colleagues to be added to the colleague survey distribution list. (Between weeks 3-4 of the semester)**
4. **Each member of the PTRC will schedule an instructional observation. (Between weeks 5 - 12 of the semester)**
5. **Colleague surveys will be distributed to the agreed upon colleague survey distribution list. (Between weeks 8-11 of the semester)**
6. **Student Reviews are generated and distributed per guidelines in 8.3.2. Timelines are dependent on course scheduling modality and must be completed by the midway point of each course [e.g. by the eighth (8th) week of sixteen (16) week course, the fourth (4th) week of an eight (8) week course, etc.].**
7. **The Probationary Unit member will submit their Self Evaluation-Portfolio to the dean/supervising administrator. (Week 12)**
8. **Colleague Surveys and Student Reviews are completed, and data is compiled for the PTRC to review. (Week 13)**
9. **Each member of the PTRC will independently prepare a signed written instructional observation report on the approved Evaluation form. The**

observation reports will be collected by the supervising administrator and shared with the PTRC members in the collaborative development of the summary evaluation. (By week 14)

10. **The PTRC meets to discuss the evaluation materials and compose and sign summary evaluation report and create and sign a Performance Improvement Plan (PIP), if necessary. (Between weeks 14-15)**
11. **Prior to submission of the Summary Evaluation Report/Recommendation to the appropriate vice-president, the supervising administrator will meet with the unit member to review the evaluation documents (student review results and comments, colleague survey results and comments, instructional observation reports and PTRC's summary evaluation report/recommendation, and a performance improvement plan if necessary). (Between weeks 15-16)**
12. **Within three (3) working days of this meeting, the District will provide a copy of all of the evaluation documents to the unit member.**
13. **Probationary unit members may respond within fifteen (15) working days.**
14. **If the probationary unit member disagrees with the summary evaluation, the unit member shall have fifteen (15) working days from the summary evaluation meeting to submit a written response. This response shall be attached to the summary evaluation report and be sent to the appropriate vice-president for review. The response will be included in the employee's personnel file.**
15. **The Dean/supervising Administrator will make available the unit member's portfolio and tenure review materials from the current and previous years (as applicable) to the appropriate Vice-President. (Before the district closes for winter break)**
16. **The FARSCCD and Academic Senate representatives (1 representative each) will be provided with up to five (5) business days to review all evaluation documents prior to meeting with the appropriate Vice-President. The Dean/supervising administrator will make available the evaluation documents. (By the third (3rd) week of January).**
17. **The appropriate vice-president(s) will meet with representatives of FARSCCD and the Academic Senate to review the summary evaluation report, recommendations and will complete the Institutional Tenure Review Form. (By the fourth (4th) week of January)**
18. **The vice-president(s) will forward the summary reports and recommendation to the college president who will then forward the recommendation to Human Resources. (By February 15th)**
19. **The Board will take action on all tenure review recommendations by March 15th.**
20. **If warranted, an additional evaluation may be recommended or**

requested for the subsequent spring semester in accordance with the provisions of Section 8.3.C

B. UNIT MEMBERS: NON- INSTRUCTIONAL ASSIGMENTS
(Counselors, Coordinators, Librarians, Health Services, Special Services Unit Members (e.g. DSPS Learning Specialists)

1. **The Probationary Tenure Review Committee (PTRC) members will be determined. (Between weeks 1-2 of the semester)**
2. **The PTRC will meet to review the Probationary Tenure Review timelines, and process. At this meeting, the colleague survey distribution list will be determined and a calendar for future meetings will be developed. (Week 3)**
3. **The Dean/Supervising Administrator will notify the unit member of the evaluation process and timeline including the membership of the PTRC. The unit member will provide a list of colleagues to be added to the colleague survey distribution list. (Between weeks 3-4 of the semester)**
4. **Each member of the PTRC will schedule a worksite observation. The observation of their performance should be conducted in the area of primary responsibility as specified in their job description. (Between weeks 5 -12 of the semester)**
   Classroom observations should be included when applicable (see timeline for instructional unit members).
5. **Colleague surveys will be distributed to the agreed upon colleague survey distribution list. The peer review process for a coordinator will include faculty working in areas served by the coordinator. The coordinator may add one regular faculty member for the peer evaluation process.**
   (Between weeks 8-11 of the semester)
6. **Per 8.3.2 guidelines, student reviews are generated and distributed for unit member with direct student contact using a form distributed to a random sample of 25-to-100 students selected from appointments and walk-ins both in person and chat/online interactions for up to a four (4) week period. (Between weeks 3-9 of the semester).**

Student reviews of librarians will be conducted using the approved form distributed to a random sample of 25-100 students selected from appointments and walk-ins both in person and chat/online interactions for up to a four (4) week period. (Between weeks 8-13 of the semester)

Student reviews for non-instructional unit members who also teach, will

be collected utilizing the approved instructional observation form and timeline.

7. **The Probationary Unit member will submit their Self Evaluation-Portfolio to the dean/supervising administrator. (Week 12)**
8. **Colleague Surveys and Student Reviews are completed and data is compiled for the PTRC to review. (Week 13)**
9. **Each member of the PTRC will independently prepare a signed written instructional/worksite observation report on the approved Evaluation form. The observation reports will be collected by the supervising administrator and shared with the PTRC members in the collaborative development of the summary evaluation. (By week 14)**
10. **The PTRC meets to discuss the evaluation materials and compose and sign summary evaluation report and create and sign a Faculty Performance Improvement Plan (FPIP), if necessary. (Between weeks 14-15)**
11. **Prior to submission of the Summary Evaluation Report/Recommendation to the appropriate vice-president, the administrator will meet with the unit member to review the evaluation documents (student review results and comments, colleague survey results and comments, worksite/instructional observation reports and PTRC's summary evaluation report/recommendation, and a performance improvement plan if necessary). (Between weeks 15-16)**
12. **Within three (3) working days of this meeting, the District will provide a copy of all of the evaluation documents to the unit member.**
13. **Probationary unit members may respond within fifteen (15) working days.**
14. **If the probationary unit member disagrees with the summary evaluation, the unit member shall have fifteen (15) working days from the summary evaluation meeting to submit a written response. This response shall be attached to the summary evaluation report and be sent to the appropriate vice-president for review. The response will be included in the employee's personnel file.**
15. **The Dean/supervising Administrator will make available the unit member's portfolio and tenure review materials from the current and previous years (as applicable) to the appropriate Vice-President. (Before the district closes for winter break) The Dean/supervising administrator will make available the evaluation documents.**
16. **The FARSCCD and Academic Senate representatives (1 representative each) will be provided with up to five (5) business days to review all evaluation documents prior to meeting with the appropriate Vice-President. (By the third (3rd) week of January)**
17. **The appropriate vice-president(s) will meet with representatives of FARSCCD and the Academic Senate to review the summary**

evaluation report, recommendations and will complete the Institutional Tenure Review Form. (By the fourth (4th) week of January)

18. **The vice-president(s) will forward the summary reports and recommendation to the college president who will then forward the recommendation to Human Resources. (By February 15th)**
19. **The Board will take action on all tenure review recommendations by March 15th.**
20. **If warranted, an additional evaluation may be recommended or requested for the subsequent spring semester in accordance with the provisions of Section 8.3.C**

8.4.2 REQUIRED DISTRICT FORMS

The forms listed below as described in 8.3 will be utilized to complete the evaluation process for probationary unit members.

A. UNIT MEMBERS: INSTRUCTIONAL ASSIGNMENTS

1. **Self-Evaluation Portfolio**
2. **Student Reviews**
3. **Instructional Observations**
    i. **In Person Classroom Observation and Evaluation form**
    ii. **Online Classroom Observation and Evaluation form**
4. **Colleague Surveys**
5. **Summary Evaluation**
6. **Faculty Performance Improvement Plan (if necessary)**
7. **Institutional Tenure Review Form**

B. UNIT MEMBERS: NON-INSTRUCTIONAL ASSIGNMENTS

1. **Self-Evaluation Portfolio**
2. **Student Reviews**
    i. **Counselor/Health Services/Coordinator form**
    ii. **Librarian form**
3. **Worksite Observation**
4. **Instructional Observations – where applicable**
    i. **In Person Classroom Observation and Evaluation form**
    ii. **Online Classroom Observation and Evaluation form**
5. **Colleague Surveys**
6. **Summary Evaluation**
7. **Faculty Performance Improvement Plan (if necessary)**

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CCA/CTA/NEA
June 6, 2025

8. **Institutional Tenure Review Form**

8.5 EVALUATION OF TENURED UNIT MEMBERS: INSTRUCTIONAL and NON-INSTRUCTIONAL ASSIGNMENTS

Tenured unit members are evaluated at least once every three years in the area of their primary responsibility. The supervising administrator or designee will conduct an observation and consultation. Student reviews will be collected in all classes assigned to the faculty member for inclusion in the portfolio.

8.5.1 PROCEDURES & TIMELINE

By the twelfth (12th) week of the semester preceding the year of the tenured faculty member's evaluation, they will select from of the following options for the peer review process and report to the supervising administrator.

The supervising administrator, under direction of the appropriate vice-president, is responsible for overseeing the evaluation process on behalf of the Board. The supervising administrator will participate in classroom evaluations, oversee the collection of all evaluation materials, and will submit all completed and signed materials in the summary evaluation.

OPTION 1: A colleague from their department/discipline/division, chosen by the department chairperson, or by the Academic Senate President designee in the absence of a department chairperson will conduct a classroom visitation and subsequent consultation. If the department chairperson is the evaluee, the Academic Senate President or designee will select the peer. If the evaluee teaches an online class, the evaluation process shall include one (1) peer evaluator with experience teaching online courses or trained in online evaluation.

OPTION 2: A colleague from their department/discipline/division, chosen by the department chairperson, or by the Academic Senate President designee in the absence of a department chairperson will meet to discuss issues related to the faculty member's normal assignment and, as appropriate, include the results of student reviews, with a focus on potential areas for improvement. If the evaluee teaches an online class, the evaluation process shall include one (1) peer evaluator with experience teaching online courses or trained in online evaluation.

OPTION 3: A colleague will be involved in a process combining Options 1 and 2 above. If the evaluee teaches an online class, the evaluation process shall include one (1) peer evaluator with experience teaching online courses.

The faculty member has the option of adding one additional peer reviewer. Both peers will then consult with the faculty member to determine the number and timing of classroom observations, if applicable, or other evaluation elements and subsequent peer consultations.

8.5.2 UNIT MEMBERS: INSTRUCTIONAL ASSIGNMENTS

1. **The Tenured Review Committee (TRC) members, to include the supervising manager and at least one other faculty member, will be determined. (Between weeks 1-2 of the semester)**
2. **The TRC will meet to review the Tenured Review timelines, and process. At this meeting, the colleague survey distribution list will be determined and a calendar for future meetings will be developed. (Week 3)**
3. **The Dean/Supervising Administrator will notify the unit member of the evaluation process and timeline. The unit member will provide a list of colleagues to be added to the colleague survey distribution list. (Between weeks 3-4)**
4. **Each member of the TRC will schedule an instructional observation. If Option 2 is selected, a meeting between the faculty and colleague reviewer will be scheduled. (Between weeks 4 -12)**
5. **Student reviews are generated and distributed. Timelines are dependent on course scheduling modality and must be completed by the midway point of each course [e.g. by the eighth (8th) week of sixteen (16) week course, the fourth (4th) week of an eight (8) week course, etc.].**
6. **The Tenured Unit member will submit their Self Evaluation-Portfolio to the dean/supervising administrator. (Week 12)**
7. **Student Reviews are completed and data is compiled for the TRC to review. (Week 13)**
8. **Each member of the TRC will independently prepare a signed written instructional/worksite observation report on the approved Evaluation form, or if Option 2 or 3 is chosen, the colleague will complete and submit the Colleague Consultation Memo that may include constructive criticism to the supervising administrator. (By week 14)**
9. **The TRC meets to discuss the evaluation materials. The supervising administrator will complete the Summary Evaluation Form and create a Faculty Performance Improvement Plan (FPIP) if necessary. (Between**

weeks 14-15)

10. **Prior to submission of the Summary Evaluation Report to the appropriate vice-president, the administrator will meet with the unit member to review the evaluation documents (student evaluation results and comments, Colleague Consultation Memo, Instructional Observation Reports, Summary Evaluation Report, and a FPIP if necessary). (Between weeks 15-16)**
11. **Within three (3) working days of this meeting, the District will provide a copy of all of the evaluation documents to the unit member.**
12. **If the unit member disagrees with the summary evaluation, the unit member shall have fifteen (15) working days from the consultation meeting with the dean to submit a written response. This response shall be attached to the Summary Evaluation Report and be sent to the appropriate vice-president for review. The response will be included in the employee's personnel file.**
13. **The Dean/supervising administrator will send the unit member's summary evaluation materials (as applicable) to the appropriate Vice-President prior to the end of the semester.**
14. **The vice-president(s) will forward the reports and recommendations to the college president who will then forward their final decision to Human Resources.**
15. **If warranted, an additional evaluation may be recommended or requested for the subsequent semester in accordance with the provisions of Section 8.8**

8.5.3 UNIT MEMBERS: NON-INSTRUCTIONAL ASSIGNMENTS

1. **The Tenured Review Committee (TRC) members, to include the supervising manager and at least one other faculty member, will be determined. (Between weeks 1-2 of the semester)**
2. **The TRC will meet to review the Tenured Review timelines and process. At this meeting a calendar for future meetings will be developed. (Week 3)**
3. **The Dean/Supervising Administrator will notify the unit member of the evaluation process and timeline. (Between weeks 3-4 of the semester)**
4. **Each member of the TRC will schedule a worksite observation of the unit member's primary duty. This may include counseling sessions, workshop presentations, or other duties. (*NOTE: Observations need to adhere to all applicable privacy laws.)* (Between weeks 5 -12 of the semester)**
5. **Student Reviews will be collected, when appropriate, from all students interacting with the unit member for a period of three (3) weeks and completed by week 11 of the semester.**
6. **The tenured unit member will submit their Self Evaluation-Portfolio to the**

dean/supervising administrator. (By Week 12)

7. **Student Reviews are completed, and data is compiled for the TRC to review. (By Week 13)**
8. **Each member of the TRC will independently prepare a signed written observation report on the approved evaluation form to the supervising administrator. (By week 14)**
9. **The TRC meets to discuss the evaluation materials. The supervising administrator will complete the Summary Evaluation Form and create a Faculty Performance Improvement Plan (FPIP) if necessary. (Between weeks 14-15)**
10. **Prior to submission of the Summary Evaluation Report to the appropriate vice president, the supervising administrator will meet with the unit member to review the evaluation documents (student evaluation results and comments, worksite/instructional observation reports, Colleague Consultation Memo and Summary Evaluation Report and a FPIP if necessary). (Between weeks 15-16)**
11. **Within three (3) working days of this meeting, the District will provide a copy of all of the evaluation documents to the unit member.**
12. **If the unit member disagrees with the summary evaluation, the unit member shall have fifteen (15) working days from the summary evaluation meeting to submit a written response. This response shall be attached to the Summary Evaluation Report and be sent to the appropriate vice president for review. The response will be included in the employee's personnel file.**
13. **The Dean/supervising administrator will send the unit member's summary evaluation materials (as applicable) to the appropriate Vice-President prior to the end of the semester.**
14. **The vice-president(s) will forward their recommendations to the college president who will then forward their final decision to Human Resources.**
15. **If warranted, an additional evaluation may be recommended or requested for the subsequent spring semester in accordance with the provisions of Section 8.8**

8.5.4 REQUIRED DISTRICT FORMS

The forms listed below as described in 8.3 will be utilized to complete the evaluation process for tenured unit members.

A. UNIT MEMBERS: INSTRUCTIONAL ASSIGNMENTS

1. **Self-Evaluation Portfolio**
2. **Student Reviews**
3. **Instructional Observations, as applicable**
    - i. **In Person Classroom Observation and Evaluation form**

ii. **Distance Education Classroom Observation and Evaluation form**

4. **Colleague Consultation Memo with plans for continued improvement (if Option 2 or 3 was selected)**
5. **Summary Evaluation Report**
6. **Faculty Performance Improvement Plan (if necessary)**

B. UNIT MEMBERS: NONINSTRUCTIONAL ASSIGNMENTS

1. **Self-Evaluation Portfolio**
2. **Student Reviews**
3. **Worksite Observation**
4. **Instructional Observation, if applicable**
   i. **In Person Classroom Observation and Evaluation form**
   ii. **Distance Education Classroom Observation and Evaluation form**
5. **Colleague Consultation Memo with plans for continued improvement (if Option 2 or 3 was selected)**
6. **Summary Evaluation Report**
7. **Faculty Performance Improvement Plan (if necessary)**

8.6 EVALUATION OF TEMPORARY UNIT MEMBERS

Temporary unit members shall be evaluated during each non-consecutive year of temporary status utilizing the procedures for Probationary Unit Members under Contract I status. See 8.4 for procedures, timelines, and required forms.

Should temporary unit members be hired into probationary status, their evaluations and recommendations shall be utilized to place them at the corresponding Contract status. (e.g. after one (1) year of temporary status, the unit member will begin in Contract II)

8.7 EVALUATION OF NON-CONTRACT/PART-TIME UNIT MEMBERS

8.7.1 Non-contract unit member shall be evaluated during the first two (2) semesters of employment and at least once (1) every third semester thereafter. If a non-contract unit member is assigned a class at a second college in the District within this cycle, that college shall have the right to

evaluate the non-contract unit member in the first semester at that college. The evaluation at the second college shall reset the cycle.

8.7.2 Non-contract unit member shall be evaluated by the supervising administrator or department chair or a subject matter specialist from the discipline designated by the supervising administrator. If the evaluee teaches an online class, the evaluation process will include one (1) evaluator with experience teaching online courses, preferably in the content area.

8.7.3 Nothing in section 8.7 will be construed to imply that full-time faculty members teaching beyond contract loads within their department shall undergo additional evaluations solely because of this section.

8.7.4 PROCEDURES & TIMELINE

A. NON-CONTRACT: UNIT MEMBERS: INSTRUCTIONAL ASSIGNMENTS

1. **The supervising administrator will notify all non-contract unit members due for evaluation in a given semester by the end of the third (3rd) week of the semester or within one (1) week of being hired when hired mid-semester.**
2. **A member of the Non-Contract Review Team (NCRT) will schedule an instructional observation. (Between weeks 5 -12 of the semester)**
3. **Student Reviews are generated and distributed per 8.3.2 guidelines. Timelines are dependent on course scheduling modality and must be completed by the midway point of each course [e.g. by the eighth (8th) week of sixteen (16) week course, the fourth (4th) week of an eight (8) week course, etc.].**
4. **Student reviews (data and comments) will be compiled and sent to the NCRT for review. (Between weeks 6-13 of the semester depending on the course timeline, see 2. above)**
5. **The observation form will be submitted to the dean/supervising administrator and division office. (Between weeks 6 – 14 of the semester)**
6. **Should the observation contain a "does not meet" expectations, the NCRT will meet to discuss the evaluation materials and create and sign a Faculty Performance Improvement Plan (FPIP) if necessary. (Between weeks 14-15 of the semester)**
   a. **A meeting will be scheduled with the unit member and the NCRT to discuss the FPIP. (Between weeks 15-16 of the semester)**

b. **Unit members will have fifteen (15) working days to respond to the evaluation.**
c. **Should the unit member not fulfill the FPIP, this is considered as an unsatisfactory evaluation.**

7. **If all areas of the evaluation meet expectations, the observation form and student reviews will be forwarded to the unit member. (Between weeks 15 – 17 of the semester).**
8. **The division office will submit the evaluation data in order to update the unit member's preference rights and the Priority List. (Within three [3] weeks of the end of the semester)**
9. **The evaluation will be submitted to the vice chancellor of human resources. (Within three [3] weeks of the end of the semester)**
10. **If warranted, an additional evaluation may be recommended or requested for the subsequent spring semester in accordance with the provisions of Section 8.3.C**

B. NON-CONTRACT UNIT MEMBERS: NON- INSTRUCTIONAL ASSIGNMENTS (Counselors, Coordinators, Librarians, Health Services, Special Services Unit Members (e.g. DSPS Learning Specialists)

1. **The supervising administrator will notify all non-contract unit members due for evaluation in a given semester by the end of the third (3rd) week of the semester.**
2. **A member of the Non-Contract Review Team (NCRT) will schedule a worksite observation. The observation of their performance should be conducted in the area of primary assignment. (Between weeks 5 -12 of the semester)**
3. **Classroom observations should be included when applicable (see timeline for instructional unit members).**
4. **Per 8.3.2 guidelines, student reviews are generated and distributed for unit member with direct student contact using a form distributed to a random sample of 25-100 students selected from appointments and walk-ins both in person and chat/online interactions for up to a four (4) week period. (Between weeks 3-9 of the semester).**

   Per 8.3.2 guidelines, student reviews of librarians will be conducted using the approved form distributed to a random sample of 25-100 students selected from appointments and walk-ins both in person and chat/online interactions for up to a four (4) week period. (Between weeks 8-13 of the semester)

Student reviews for non-instructional unit members who also teach, will be collected utilizing the approved form and timeline.

5. **Student reviews (data and comments) will be compiled and sent to the NCRT for review. (Between weeks 6-13 of the semester depending on the course timeline, see 2. above)**
6. **The worksite observation form will be submitted to the dean/supervising administrator and division office. (Between weeks 6 – 14 of the semester)**
7. **Should the observation contain a "needs improvement," the NCRT will meet to discuss the evaluation materials and create and sign a Faculty Performance Improvement Plan (FPIP). (Between weeks 14-15 of the semester)**
   a. **A meeting will be scheduled with the unit member and the NCRT to discuss the FPIP. (Between weeks 15-16 of the semester)**
   b. **Unit members will have 10 working days to respond to the evaluation.**
   c. **Should the unit member not fulfill the FPIP, this is considered as an unsatisfactory evaluation.**
8. **If all areas of the evaluation meet expectations, the observation form and student reviews will be forwarded to the unit member. (Between weeks 15 – 17 of the semester).**
9. **The division office will submit the evaluation data in order to update the unit member's preference rights and the Priority List. (Within three [3] weeks of the end of the semester)**
10. **The evaluation will be submitted to the vice chancellor of human resources. (Within three [3] weeks of the end of the semester)**
11. **If warranted, an additional evaluation may be recommended or requested for the subsequent spring semester in accordance with the provisions of Section 8.3.C**

8.7.2 REQUIRED DISTRICT FORMS

The forms listed below as described in 8.3 will be utilized to complete the evaluation process for non-contract unit members.

A. UNIT MEMBERS: INSTRUCTIONAL ASSIGNMENTS
1. **Instructional Observations**
   i. **In Person Classroom Observation and Evaluation form**
   ii. **Online Classroom Observation and Evaluation form**
2. **Student Reviews**
3. **Faculty Performance Improvement Plan (if necessary)**

B. UNIT MEMBERS: NON-INSTRUCTIONAL ASSIGNMENTS

1. **Worksite Observation**
2. **Instructional Observations – where applicable**
    i. **In Person Classroom Observation and Evaluation form**
    ii. **Online Classroom Observation and Evaluation form**
3. **Student Reviews**
    i. **Counselor/Health Services/Coordinator form**
    ii. **Librarian form**
4. **Faculty Performance Improvement Plan (if necessary)**

8.8 ADDITIONAL EVALUATIONS

8.8.1 Additional evaluations of unit members may be made at the request of the supervising administrator, students, or the unit member.

8.8.2 If an additional evaluation is requested, the supervising administrator will consult with the department chair involved. The activities for the additional evaluations may include, but are not limited to, classroom/worksite or online visitation(s), peer review processes, and student reviews.

8.9 GRIEVANCE OF THE EVALUATION PROCESS

Only the process, and not the content, of the evaluation shall be subject to the full grievance arbitration process. A contract unit member who has not been recommended for tenure may use the grievance procedures to determine whether a decision to not grant tenure was unreasonable (for Contract III employees) or that the district violated, misinterpreted, or misapplied (for Contract I, II, and III employees) any of its policies and procedures concerning the evaluation of the employee.

The grievance procedures may not be used to appeal any Board decision if such decision is a result of a State or Federal Regulatory commission or Agency, or State or Federal Law.

8.9.1 PROBATIONARY UNIT MEMBER

The grievance procedure may be used if a Contract I or Contract II faculty member believes that the district, in a decision not to offer a second or third contract, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of the contract faculty member.

The grievance procedure may be used if a Contract III faculty member believes that the district, in a decision denying tenure, made a negative

decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of the contract faculty member.

Pursuant to the provisions of Education Code Section 87610.1, FARSCCD "shall have no duty of fair representation with respect to taking any of these grievances to arbitration, and the employee shall be entitled to pursue a matter to arbitration with or without the representation by the exclusive representative."

8.9.2 TENURED, TEMPORARY, AND NON-CONTRACT UNIT MEMBER

If a tenured unit member believes the district violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation, a grievance may be filed in writing, within 20 days of the Summary Evaluation Report Meeting with the administrator, according to the process outlined in Article 9.

FARSCCD	District
_____	_____
Kelvin Leeds, Lead Negotiator FARSCCD	Kristin Olson Vice Chancellor, Human Resources

TENTATIVE AGREEMENT

BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

AND

FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CCA/CTA/NEA

May 29, 2025

ARTICLE 12
UNIT MEMBER RIGHTS

INVESTIGATIONS, DUE PROCESS, AND DISCIPLINE

12.1 Right to Association Representation

12.1.1 Unit members will receive prior notice of any meetings with District Administration, or an agent of the District, that is related to complaints, investigations, and/or discipline procedures. Unit members will have an opportunity to secure an Association representative prior to any such meeting, without undue delay. District administration will make every effort to remind unit members of their right to have Association representation.

12.1.2 If the unit member does not initially have Association representation present at a meeting as permitted above, the unit member may, during the meeting, request that Association representation be present. Should the unit member request that Association representation be present during the meeting, the meeting will pause until an Association representative can be present. An Association representative will be made available to the unit member without undue delay.

12.1.3 In accordance with the Educational Employment Relations Act, unit members have a right to have Association representation upon request at meetings regarding employment relations not listed above. District Administration may meet with unit members without representation present regarding non-disciplinary discussions with employees about performance issues, work instruction, guidance, expectations, standards, or evaluations and for regular routine meetings with a unit member. Unit members may have representation present at such meetings.

12.1.2 Rights of A Unit Member as a Respondent in an Investigation

12.1.2.1 If a complaint is filed under a Board Policy or Administrative Regulation, the rights of a unit member shall be governed by that policy or procedure.

12.1.2.2 For complaints that are not filed under a Board Policy or Administrative Regulation, the following protocols shall apply.

12.1.2.2.1 The District will investigate the complaint as needed to determine what happened and what course of action is needed in response.

12.1.2.2.2 Within 14 calendar days of receiving the complaint, the District will notify the Respondent that they are the subject of a complaint that may lead to an investigation interview.

12.1.2.2.3 If requested by the complainant or respondent, and both parties agree, the supervising administrator shall arrange and mediate an informal meeting between the parties in an effort to resolve the concern informally.

12.1.2.2.4 Whether an anonymous complaint requires investigation will be at the sole discretion of the District. If an anonymous complaint is investigated by the District, the District shall provide written explanation for the file.

12.1.2.2.5 Before conducting an investigative interview with the respondent, the District shall inform the respondent of their right to have a representative present during the interview and of the allegation(s) made against them, in reasonable detail, so they have time to prepare for the interview.

The respondent will be provided with a list of topics that questions will be derived from, no less than twenty-four (24) hours prior to the interview. The Association acknowledges the right of the investigator to ask additional follow-up questions.

12.1.2.2.6 After the investigation is concluded, the respondent will be informed of the outcome. If the District decides to move forward with a written reprimand or discipline for which the respondent would have the right to a hearing (i.e., suspension or dismissal), the District shall provide a copy of the written investigation report to the unit member. The unit member may respond in writing to the investigation report within fourteen (14) calendar days of receipt of the report before any judgement or recommendation for disciplinary action is initiated. The unit member's written response to the investigation report shall be permanently attached to the investigation report.

12.1.3 Pre-Disciplinary Corrective Actions for Full-time Tenured Unit Members

12.1.3.1 When concerns arise about a full-time tenured unit member's performance of assigned duties and responsibilities, the District and the Association shall be committed to resolving such concerns at the earliest opportunity. The District will make reasonable efforts to remediate issues and assist the unit member in correcting performance concerns before resorting to disciplinary action. (i.e., suspension with or without pay or termination under the Education Code).

12.1.3.2 Pre-disciplinary intervention may include informal meetings, verbal guidance, counseling, verbal or written warnings, reasonable trainings, professional development activities, off-cycle evaluation, and/or other collegial communication between the unit member and the supervising administrator.

12.1.3.3 The following actions will be applied except where the serious nature of the offense may require the District to directly impose a written reprimand.

12.1.3.3.1 Verbal Warning, the documentation of which will not be placed in the unit member's personnel file.

12.1.3.3.2 Written Warning, the documentation of which will not be placed in the unit member's personnel file.

12.1.3.3.3 Written Reprimand
Written reprimands may serve as the initial corrective action when proportionate to the concern being addressed or follow the issuance of warnings. The unit member will sign the reprimand to acknowledge receipt, and a copy may be placed in the unit member's personnel file. The unit member has a right to respond in writing to the written reprimand and have the response permanently attached to the written reprimand within their personnel file. If the unit member is able to materially demonstrate to the District that the complaint or allegation for which a written reprimand was issued is untrue, all records of the reprimand shall be permanently removed from the unit member's personnel file.

12.1.3.4 Alleged violations of the process in this section may be grieved. The substance of any corrective actions taken under this section shall not be subject to the grievance process. Instead, the unit member may prepare a response and have it attached to the documentation of the corrective action.

12.2 ACADEMIC FREEDOM

In alignment with RSCCD Board Policy 4030, the District and the Association are committed to free and open inquiry in all matters in the class setting; protections of academic freedom include but are not limited to the following:

1. **Class Discussion: Unit members are entitled to academic freedom in class discussions of their course subject matter and may examine or endorse unpopular or controversial ideas or viewpoints that are relevant to the official course outline of record and student learning.**

2. **Instructional Materials: Academic freedom includes the right of unit members to select textbooks and create and use instructional materials that are thought-provoking, contain controversial or unpopular ideas, or that**

challenge prevailing social attitudes or beliefs so long as they are relevant to the courses they teach and align with the courses outline of record.

3. **Instructional Methodology: Unit members have the authority to explore, select, and modify different teaching styles and methods of instruction and determine which methods are best for delivering instruction to students.**

4. **Grading: The unit member is solely responsible for the student grades that they assign for their courses. No unit member may be directed to change a student grade except in certain narrow circumstances authorized by Education Code Section 76224(a), "When grades are given for any course of instruction taught in a community college, the grade given to each student shall be the grade determined by the instructor of the course and the determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetency, shall be final."**

5. **Scholarly Work: Unit members have the freedom to publish, present, and/or participate in professional scholarships to the extent permitted by law, provided these activities do not interfere with the performance of their regular District assigned duties.**

6. **Intramural Comments: Unit members have the right to utilize normal channels of District communication free of censorship or disciplinary action in the collegial expression or discussion of their opinions and viewpoints on matters of college and District policy including through District email; during department, college, and/or District meetings; and while participating in the governance structure of their college and/or the District.**

7. **Extramural Comments: The District shall respect the right of unit members in their public lives to exercise freedom of speech, freedom of assembly, freedom of association, freedom of union activity, and freedom to express expert opinions in a public forum provided it is clear that the unit member is not speaking or acting on behalf of the District. Further, as scholars and institutional officers, unit members should consider that the public may judge their profession and their institution by their utterances. Hence unit members should make a reasonable effort to be accurate and show respect for the opinions and beliefs of others.**

Academic freedom is to be practiced within the parameters of applicable federal and state policies and laws and local policy and regulations. Unit members have a responsibility to engage in teaching and learning that honors and respects the rights of others to hold divergent viewpoints; avoid harassment or discriminatory treatment of students; and to avoid engaging in speech that may reasonably be expected to lead to interference with teaching or learning or to physical injury to individuals. A unit member's exercising of their right of academic freedom as delineated within this article shall not be subject to any disciplinary or other action adversely affecting the unit member's employment status with the District. Nothing in this article prevents the District from taking disciplinary action against a unit member for unlawful conduct.

12.3 INTELLECTUAL PROPERTY RIGHTS

12.3.1 The District acknowledges the ownership rights of unit members to all instructional materials that they have created in support of or related to their performance of course instruction (including both classroom and distance education) and other faculty duties while employed by the District and/or in connection with their employment. This ownership right of unit members applies to works in all media forms including but not limited to instructional materials (e.g., syllabi, lectures, illustrations, student exercises, web-based activities, textbooks, study materials, course management tools, and quizzes and tests), books, articles, dramatic and musical compositions, poetry, fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography created by the unit member. This right may be inapplicable in and not extend to situations where faculty members are paid by the District, a grant or otherwise, to develop a product, content, or curriculum for common use.

12.3.2 To protect intellectual property rights, the District agrees that course syllabi and the course instructional materials developed or created by a unit member within the District's learning management system (e.g., Canvas, Blackboard, Google Classroom, or any future learning management platform) shall not be sold, reused, nor distributed to other faculty by the District without the express prior written consent of the unit member.

12.3.3 The District encourages unit members to innovate and pursue development of materials and/or inventions. If the unit member enters into written agreement with the District that the materials and/or inventions developed will be "work for hire" in exchange for access and/or use of District resources in the development process, then that written agreement shall determine the terms and mutually agreed upon dissemination and share of royalties granted to the unit member and the District from the marketing of those materials and/or inventions specified within the agreement. The Association shall be notified of and approve of any such agreements. The District and the Association shall make every effort to develop uniform intellectual property rights contracts for unit members. Materials and/or inventions developed while the unit member is on a sabbatical leave shall not be considered "work for hire."

12.4 PERSONNEL FILES

12.4.1 There shall be only one (1) official District personnel file maintained for each unit member within the District. All documents concerning a unit member and included within the District personnel file shall be securely maintained by the District Human Resources Department. Personnel files shall be maintained in confidence and shall be available for inspection only to appropriate administrators or other designated employees or agents of the District when necessary, in the proper administration of the District's affairs or the supervision of the unit member. All applicable Federal and California state laws governing the rights to privacy and confidentiality will be followed by the District in regard to the maintenance and release of information contained within District personnel files. Copies of personnel records may be released without the express prior written consent of the unit member if legally required. If the District is required to release copies of personnel file documents in response to a Public Records Act request or for other legal process requests where prior notice was not given by the requesting party, the District will provide written notice to the unit member within ten (10) working days of receipt of the request.

12.4.2 In accordance with RSCCD Board Policy 7005, information regarding the medical condition or medical history of any employee shall be maintained in a separate confidential medical file. Access to employee medical files shall be

restricted to only those people who have a legal right or authorization to inspect confidential medical records.

12.4.3 Unit members shall have the right to review their own District personnel files provided such review is conducted at a time when the unit member is not scheduled to render services to the District. A unit member may, upon clear written authorization signed and dated by the unit member, designate a representative to review the material within their District personnel file. Review of District personnel files shall be by appointment and shall take place in the presence of and be supervised by authorized representatives of the District Human Resources Department. A unit member may request one (1) copy of the materials in their District personnel file per academic year at no cost to the unit member. Nothing in this procedure shall entitle a unit member to review ratings, reports, or records that (a) were obtained prior to the employment of the unit member, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination or interview.

12.4.4 Documents may not be removed from or entered into District personnel files without the authorization of the Vice Chancellor of Human Resources. Any item to be placed in a unit member's District personnel file shall be clearly identified as to its source or originator and its date of receipt by the District Human Resources Department. Unverified communications will not be placed in the unit member's District personnel file nor in any other file maintained in the District. Student grievance documentation shall not be placed in the concerned unit member's District personnel file unless attached to some form of written disciplinary action that is placed in the file.

12.4.5 Unit members shall have the right to submit materials for placement into their District personnel files that they reasonably determine to be relevant to their assigned duties, professional responsibilities, District employment requirements, or that may have bearing on their position as a unit member. In the case of bulky items such as manuscripts or books, only a reference shall be placed in the District personnel file. All reasonable requests by the unit member for placement of relevant material into their personnel file shall be accommodated. Materials not added to the personnel file shall be returned to the unit member within ten (10) working days along with a written explanation stating the specific reason why the unit member's request was denied.

12.4.6 Derogatory materials or information shall not be entered into the unit member's District personnel file unless and until the unit member is provided with notice and the opportunity to review and comment on that information. The unit member shall be notified during normal business hours, provided with a complete hardcopy of the derogatory material at the time of notification, and shall be released from duty for the purpose of reviewing those materials without salary reduction. Unit members shall be notified of their right to respond in writing to any such derogatory material. The unit member's written response shall be permanently attached to the derogatory material and placed in their District personnel file. Any false or erroneous derogatory materials can be removed from the unit member's file upon mutual agreement with the Vice Chancellor of Human Resources and the unit member.

12.5 PRIVACY

12.5.1 Documents and files stored upon a unit member's assigned District-owned office computer and messages stored within a unit member's District-owned electronic mail and voicemail accounts may not be deleted without the express prior written consent of the unit member, unless the materials are found to be of an illegal or illicit nature, or unless the information is purged or deleted though the normal course of business in connection with storage retention procedures.

12.5.2 Information obtained from campus surveillance equipment will not be used to initiate an investigation except in cases of alleged criminal activity or alleged misconduct. Information obtained from campus surveillance equipment will not be used in the normal course of the evaluation process.

12.6 PROTECTION OF THE UNIT MEMBER AT WORK

12.6.1 The District agrees to comply with applicable federal, state, and local laws and regulations affecting unit member safety in providing and maintaining safe facilities, working conditions, and equipment. Safe working conditions include, but are not limited to, properly maintained equipment and facilities with adequate lighting, ventilation, security, and cleaning/sanitation.

12.6.2 The District shall take reasonable and prompt corrective action to eradicate all known cases of toxins, carcinogens, and hazards within District facilities as mandated by law. To the extent that certain toxic or hazardous materials are necessary to the operation of the colleges and/or to conduct certain instructional programs, the District is responsible for ensuring that all necessary hazardous or toxic materials will be stored with all necessary precautions to control access and minimize risk to District personnel in accordance with applicable federal, state, and local requirements.

12.6.3 If the District Chancellor or College President, or their designee, orders an immediate evacuation of three (3) days or fewer of the campus or any part of the campus in response to an emergency, unit members shall not suffer a loss of pay or deductions from accumulated sick leave during the period of such evacuation, and shall remain available for immediate return to work after the situation is resolved and a clearance is issued. In the case of extended emergency situations in excess of three (3) days duration, the District, in consultation with the Association, will establish safety protocols related to the return to work.

12.6.4 In the course of performing their normally assigned work, unit members shall be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which represent health or safety hazards and shall report any such identified conditions in a timely manner to the Dean or other site administrator. In a situation of real or apparently hazardous teaching location, a unit member shall make reasonable effort to change the class teaching location. If a change of class location is not possible, the unit member shall cancel the class meeting without loss of pay. Advance notice of class cancellation due to hazardous or unsafe teaching location should be provided to the Dean or supervising administrator if reasonably possible. For this provision, a "real or apparently hazardous teaching location" shall mean a condition that any reasonable person would conclude to be a physical danger that could potentially affect the health or safety of the unit member and/or the students. In an emergency circumstance that endangers the immediate safety of the unit member and/or others, unit members have the authority to take reasonable emergency action(s) to secure their immediate safety and the immediate safety of others. Should such emergency action be taken, the unit member shall report the condition(s) and any mitigating actions taken to the Dean or supervising

administrator and/or district safety department as soon as possible. The District shall not discipline or retaliate against a unit member for the reporting of unsafe or unhealthy working conditions and/or taking reasonable emergency actions.

12.6.5 Unit members shall report all accidents involving injuries observed and/or incurred as soon as possible to their immediate supervisor on forms provided by the District. In the case of injury to a unit member that requires medical attention, such a report shall be submitted to the District within one (1) work day of knowledge of the incident giving rise to the injury.

12.6.6 The District shall take all necessary and immediate action to contain or mitigate all reported work-related incidents of violence or threats of bodily harm towards unit members.

1. **If an incident or threat is witnessed or received directly by a unit member, then the unit member shall immediately report it to both the Dean or supervising administrator and the District safety department.**
2. **If a District management employee or District safety department employee is informed through appropriate documentation or a credible source that there are circumstances which may pose a threat to the health or safety of any unit member(s), then the District shall immediately notify the impacted unit member(s) regarding the threat and inform them of the actions being taken to assure their safety. Where a serious credible threat is against the District as a whole, the District will warn all potentially affected individuals.**
3. **The District shall conduct a timely investigation of all alleged work-related threats and/or incidents of violence towards unit members and contain or mitigate as necessary. During the period of investigation and mitigation, if the affected unit member(s) feel endangered, they may request that the District make a reasonable effort to ensure a safe work environment by doing such things as changing class locations, providing on-site security, reassigning or removing a threatening student, or other appropriate remedy relative to the nature of the perceived threat.**
4. **The District shall provide assistance to any unit member who has been established to be a legitimate victim of an attack/assault or a threat of bodily harm or injury by any student or other community**

member while such unit member is acting within the scope and course of their District employment. This assistance shall include paid release time, if needed, to attend any related legal proceeding initiated or supported by the unit member where there is prior notice to and approval by the District Vice Chancellor of Human Resources or designee.

12.6.7 The District will indemnify and defend a unit member against any civil claim or action arising out of a direct act or omission within the unit member's scope and course of District employment, subject to any District rights under Government Code section 825-825.6 and 995-996.6.

The District will provide a defense to unit members against third-party civil claims only when all of the following conditions are met:

1.The alleged act or omission occurred within the course and scope of the unit member's employment with the District;
2. The act or omission is determined by the District, in its sole discretion, to have been unintentional;
3. The defense is permitted and covered under the District's applicable insurance policies; and
4. The unit member cooperates fully with the District and its designated legal counsel in the defense of the claim.

Nothing in this provision shall obligate the District to provide a defense where doing so would be inconsistent with District policy, the determination of its insurance carrier, or applicable law. The District retains sole discretion to determine whether a claim falls within the course and scope of employment and whether a defense will be provided under this section.

Criminal Matters
The District shall have no obligation to provide legal representation or defense to a unit member in any criminal investigation, proceeding, or prosecution, regardless of whether the conduct at issue occurred during the course and scope of employment. However, if the criminal charges are

dismissed with prejudice or result in a full acquittal, and the District determines that the conduct was within the course and scope of employment and unintentional, the District may, in its sole discretion, reimburse the unit member for reasonable legal fees incurred, subject to applicable policy limits and insurance coverage.

12.7 PROFESSOR EMERITUS STATUS

12.7.1 Eligibility for Professor Emeritus Status

A. **Unit members who retire in good standing and have served at least fifteen years as full-time faculty within the District are eligible for Professor Emeritus status.**
B. **Exceptions to the fifteen-year service requirement may be granted in exceptional circumstances by unanimous decision of the Academic Senate Executive Board at the unit member's most recent RSCCD home college, and subject to final approval by the College President.**
C. **The title of Professor Emeritus may be granted posthumously.**
D. **Unit members who are granted Professor Emeritus status will receive a formal letter detailing the award. They must communicate their acceptance of the status in writing within 30 days of receiving the letter.**

12.7.2 Maintenance of Professor Emeritus Status

A. **Professor Emeritus status carries no duties to the college or district and provides no stipend or remuneration. Individuals awarded Professor Emeritus status are not considered employees of the district.**
B. **Once granted, Professor Emeritus status remains in effect indefinitely unless revoked by a unanimous decision of the Academic Senate Executive Board at the unit member's most recent RSCCD home college, or by sole discretion of the College President if circumstances warrant removal.**
C. **Emeritus status may only be revoked due to documented cases of moral turpitude or criminal conviction. In cases of moral turpitude, the individual will be notified of the allegations and given the**

opportunity to respond before any decision to revoke their status is made.

12.7.3 Recognitions and Privileges of Professor Emeritus Status

The following recognitions and privileges shall be granted to unit members awarded Professor Emeritus status:

- **A. Use of the title "Professor Emeritus".**
- **B. Listing in the college webpage at the unit member's most recent RSCCD home college.**
- **C. Invitation to attend college commencement ceremonies.**
- **D. Official College Identification Card: Issuance of a card designating Professor Emeritus status which grants:**
  1. **Discounted admission to RSCCD athletics home events.**
  2. **Lifetime physical library borrowing privileges at both district colleges.**
  3. **Discounted admission to student performing arts events at both district colleges.**
- **E. Access to fitness facilities at both district colleges during hours designated for staff and individuals with emeritus status.**
- **F. Lifetime access to a district email account, with an emeritus designation, unless restricted by the Vice Chancellor of Human Resources due to extenuating circumstances such as existing or anticipated litigation, disciplinary matters, or criminal conviction.**

FARSCCD	District
_____	_____
Kelvin Leeds, Lead Negotiator FARSCCD	Kristin Olson Vice Chancellor, Human Resources

TENTATIVE AGREEMENT

BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

AND

FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CCA/CTA/NEA

May 29, 2025

Article 13

Management Rights

The District retains all of its powers and authority to direct, manage, and control to the full extent permitted by law. All of the rights, powers, and/or authority which the District lawfully exercised prior to the execution of this Agreement shall be retained and remain in full force and effect, except as to those rights, powers and authority that are modified, abridged, and/or waived by this Agreement.

FARSCCD	District
_____	_____
Kelvin Leeds, Lead Negotiator FARSCCD	Kristin Olson Vice Chancellor, Human Resources

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CCA/CTA/NEA
June 6, 2025

APPENDIX K-1

Rancho Santiago Community College District
Duties & Responsibilities:
Department Chairs

The following document serves as the job description for the position of Department Chair.

DEFINITION OF A DEPARTMENT CHAIR:
A ~~faculty~~ **unit** member who coordinates departmental activities under the direction of the division dean or appropriate administrator. Provides academic leadership to the department. Facilitates communication between the departmental ~~faculty~~ **unit members**/staff and the division dean or appropriate administrator. Meets regularly with department ~~faculty~~ **unit members**. Attends regularly scheduled meetings as called by the appropriate administrator.

SELECTION: Elected by ~~faculty~~ **unit members** as determined by the department **through a pre-determined and publicized election timeline, process, and term.**

E**LIGIBILITY: Full-time unit members are eligible to be department chairs. When there are no full-time unit members assigned to the department, part-time unit members are eligible to be department chair and will be determined using the selection process established by the department.**

RESPONSIBILITIES OF A DEPARTMENT CHAIR:

The duties of the Department Chair are listed below.

Coordination of Department activities

1. **Schedules**, organizes**, and ~~conducts~~ chairs** monthly departmental meetings; **coordinates the preparation of the meeting agenda and minutes.**

2. **Meets with and provides support to ~~faculty~~ new unit members and part-time ~~faculty~~ unit members**, including meeting with part-time faculty during flex week.

3. Facilitates the development and review of department plans.

4. Attends **and represents the department at** Division meetings and communicates information to department ~~faculty~~ **unit members**.

B. Curriculum Planning

1. Keeps abreast of changes in career opportunities, job requirements, related

interdisciplinary career developments, and demand for workers with training in discipline areas. Shares this information with colleagues and the Counseling Department. Keeps abreast of curricular development in other institutions. Acts as a leader in developing departmental offerings in occupational, transfer and general education curricula with appropriate department representatives in other discipline areas.

2. Assists in coordinating curricular offerings with other college departments and other colleges, universities and high schools.

3. Reviews, jointly with department ~~faculty~~ **unit members**, current course outlines and prepares revisions or recommends new courses or programs to the area curriculum committee. Selects, jointly with department ~~faculty~~ **unit members**, textbooks and recommends their adoption.

4. Represents the department, as needed, by serving on curriculum committees and submits pre- requisites and co-requisites for courses to college Curriculum and Instruction Council.

5. Conducts, jointly with department ~~faculty~~ **unit members**, program review and quadrennial review activities.

6. Facilitates, jointly with department ~~faculty~~ **unit members**, the development, revision and assessment of Student Learning Outcomes consistent with State requirements

C. Schedule

1. Recommends, after consulting with ~~faculty~~ **unit members**, each semester's master schedule, enrollment limits and room assignments to the division dean or appropriate administrator.

2. Consults with discipline experts and recommends the assignment of ~~adjunct faculty~~ **part-time unit members.**

D. Budget

1. Analyzes department budget needs with faculty **unit members** and staff and recommends budget requests to the division dean or appropriate administrator.

2. Informs department of resources available for approved budget items.

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CCA/CTA/NEA
June 6, 2025

E. Personnel

~~1.~~ Works with representative department members and recommends the hiring of ~~adjunct faculty~~ **part-time unit members**~~.~~

2. Works with representative department **unit members** and recommends equivalencies of potential ~~faculty~~ **unit members**.

3. Works with program facilitators and appropriate ~~faculty~~ **unit members** in recommending classified instructional support personnel for the department. May assist with the evaluation of and directs the work of classified personnel assigned to the department as appropriate.

4. Works with representative department **unit** members in submitting requests for additional full time **unit members** to the division dean or appropriate administrator. May represent the department in establishing hiring priorities.

5. Provides, jointly with division dean or appropriate administrators, for peer review of adjunct ~~faculty~~ **unit members**.

6. Selects peer evaluators for full-time **unit members** in the department.

F. Facilities, Equipment and Materials

1. Submits, jointly with department ~~faculty~~ **unit members**, orders for textbooks or instructional resources as appropriate.

G. Other Responsibilities

1. Fields student complaints and refers complaints to the division dean or appropriate administrator when necessary.

2. **Facilitates the assessment of student learning outcomes.**

3. **Lead department in establishing and reviewing chair terms and election process/timeline.**

H. Compensation **Information**

1. Department chair LHE for duties and responsibilities in this document shall be based on the negotiated formula **with the minimum LHE assigned to any department being 3.0 LHE.**

~~2. **Department Chair LHE can be assigned as part of the contractual load of 15 for full-time unit members.**~~

3. **Department chair LHE assigned as overload shall be compensated on the basis of thirty-six (36) hours per LHE at the non-teaching rate.**

~~4. Additional responsibilities shall be compensated on the basis of 1 LHE for 36 hours of required work.~~

I. Department Chair LHE Formula

1. **For stacked classes: The primary section is counted as 1 and the secondary sections are counted as 1/2 of primary section.**

2. **FTEF and head count numbers will be averaged to yield the generated LHE for that criterion.**

3. **Non-resident students must be included in the FTES.**

4. **The Chair LHE allocation formula will be reviewed calculated on a 2-year cycle, using the data from the year two years preceding the change. (e.g., Fall 2025 and Spring 2026 data will determine Fall 2027 to Spring 2029 LHE allocations)**

   ~~a. Fall 15 2023and Spring 16 2024 data will determine Fall 17 2025 to Spring 19 2027 LHE allocation.~~
   ~~b. Fall 17 2025 and Spring 18 2026 date will determine Fall 19 2027 to Spring 21 2028 LHE allocation.~~
   ~~c. If the formula is revised, a new normalization factor will be generated using the data for the department with the highest amount of chair LHE in the District, as derived using the old normalization factor.~~

FARSCCD

_____
Kelvin Leeds, Lead Negotiator
FARSCCD

District

_____
Kristin Olson
Vice Chancellor, Human Resources

TENTATIVE AGREEMENT

BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

AND

FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

CCA/CTA/NEA

June 3, 2025

APPENDIX K-3

~~**MEMORANDUM OF UNDERSTANDING**~~
~~**BETWEEN**~~
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ~~**(The District) AND**~~
~~**THE FACULTY ASSOCIATION OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (FARSCCD)**~~

DEPARTMENT CHAIR X-FACTOR ~~**AND FORMULA LHE IMPLEMENTATION**~~
Appendix K-3

~~**DATE: July 1, 2017**~~

The District and FARSCCD agree that the following process will be used to determine Department Chair X-factor ~~**and the LHE formula**~~ as included below:

1. X-factor represents the work that is done beyond the listed standard Chair duties. It is contractual and is based on the ratio of 1 LHE for every 36 hours of required work (Section 6.3.3 and Appendix K-1, section G.1).

2. X-factor LHE is determined by consultation between the ~~faculty~~ **unit member** and the ~~**department**~~ **Division** dean. ~~Faculty~~ **Unit members** must request and deans must approve any additional work.

3. ~~**The current X-factor LHE amounts are the basis for future X-factor allocation.**~~ X-factor LHE **can be granted for chair work beyond regular scope, such as an increase in volume, complexity, and/or special projects**. ~~**will increase when chair assignments require additional work hours and decrease when chair assignments require fewer hours.**~~

4. **X-factor LHE can be assigned to the department chair, co-chair or other** ~~**faculty**~~ **unit member** ~~**in the department as agreed upon by the department chair and**~~ **by the Division Dean, and in consultation with the department chair; the individual assigned the work will be responsible for completing the agreed upon work.**

~~4. **For stacked classes: The primary section is counted as 1 and the secondary sections are counted as 1/2 of primary section.**~~

~~5. **FTEF and head count numbers will be averaged to yield the generated LHE for that criterion.**~~

~~6. **Non-resident students must be included in the FTES.**~~

TENTATIVE AGREEMENT

BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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~~7. **The Chair LHE allocation formula will be reviewed on a 2-year cycle.**~~

~~**Fall 15 2023and Spring 16 2024 data will determine Fall 17 2025 to Spring 19 2027 LHE allocation.**~~

~~**Fall 17 2025 and Spring 18 2026 date will determine Fall 19 2027 to Spring 21 2028 LHE**~~

~~**allocation.**~~

~~**If the formula is revised, a new normalization factor will be generated using the data for the department with the highest amount of chair LHE in the District, as derived using the old normalization factor.**~~

~~**Except as expressly stated in the MOU, the parties do not intend and do not agree to effect any other change to the current CBA, any other MOUs, or the District's policies and procedures. This MOU supersedes any previous agreements or determinations regarding Department Chair X-factor and Formula LHE Implementation.**~~

~~**Kristen Guzman** **Date** **Judyanne Chitlik** **Date**~~
~~**Chief Negotiator for FARSCCD** **Vice Chancellor of Human Resources**~~

FARSCCD

_____
Kelvin Leeds, Lead Negotiator
FARSCCD

District

_____
Kristin Olson
Vice Chancellor, Human Resources

TENTATIVE AGREEMENT

BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

AND

FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

CCA/CTA/NEA

June 3, 2025

Appendix K-4
Rancho Santiago Community College District

Santa Ana College

Non-Instructional Department Chair Assignments	LHE/Semester
Library	3
Student Services (DSPS)	3
Counseling	6

Non-Credit Non-Instructional Department Chair Assignments	LHE/Semester
Counseling	6

Santiago Canyon College

Non-Instructional Department Chair Assignments	LHE/Semester
Disabled Students Programs & Services	~~**1.5**~~ **3**
Library	3
Counseling	6

Non-Credit Non-Instructional Department Chair Assignments	LHE/Semester
Counseling	6

TENTATIVE AGREEMENT

BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

AND

FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

CCA/CTA/NEA

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FARSCCD	District
_____	_____
Kelvin Leeds, Lead Negotiator FARSCCD	Kristin Olson Vice Chancellor, Human Resources

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CCA/CTA/NEA
June 6, 2025

RANCHO SANTIAGO
Community College District

Contract
(Probationary)
Tenure Review Packet

This packet is designed to assist you in completing the process of unit member evaluations per Article 8 of the FARSCCD contract.

Section 8.4 addresses contract *(probationary)* unit member evaluation procedures.

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CCA/CTA/NEA
June 6, 2025

Contract *(Probationary)* Evaluation/Tenure Review Process

Checklist of materials to be forwarded to College Vice-Presidents:

1. Self-Evaluation

2. Student Reviews: Numerical Data and Student Comments

3. Instructional/Worksite Observation Forms by:

    a. Supervising Administrator

    b. Two Tenured Faculty Peers

4. Colleague Surveys: Numerical Data and typed Written Comments

5. Summary Evaluation Report

6. Administrative Recommendation

7. Faculty Performance Improvement Plan *(if necessary)*

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CCA/CTA/NEA
June 6, 2025

CONTRACT *(PROBATIONARY)* TENURE REVIEW ACTIVITY CHECKLIST

1. **Notification to unit member of Evaluation and Timeline**
   Yes _____ No _____ Date: _____

2. **Initial Meeting with Peer Evaluators**
   Yes _____ No _____ Date: _____

3. **Notification to unit member of Classroom/Worksite Observation**
   Yes _____ No _____ Date: _____

4. **Receipt of Instructional/Worksite Evaluation by Peers**
   Yes _____ No _____ Date: _____

5. **Completion of Instructional/Worksite Evaluation by immediate supervisor**
   Yes _____ No _____ Date: _____

6. **Completion of Student Reviews**
   Yes _____ No _____ Date: _____

7. **Completion of Colleague Surveys**
   Yes _____ No _____ Date: _____

8. **Receipt of Self-Evaluation from Unit Member**
   Yes _____ No _____ Date: _____

9. **Meeting with Peer Evaluators to review all evaluation materials**
   Yes _____ No _____ Date: _____

10. **Finalization of Summary Evaluation Report (includes FPIP – if applicable)**
    Yes _____ No _____ Date: _____

11. **Meeting with unit member to review all evaluation materials**
    Yes _____ No _____ Date: _____

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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Instructional/Worksite Observation Criteria

Depending on the unit member role there are 2 forms to select from included in this packet:

1. Unit Member: Instructional Assignments
    a. Use the instructional observation report for on campus classes.
    b. Use the Distance Education Evaluation for online/hybrid classes.
2. Unit Member: Non-Instructional Assignments (counselors, coordinators, librarians, health services and DSPS faculty)
    a. Use the worksite observation report

Per Article 8.3.3, The following criteria are provided to assist the evaluator in the preparation of the observation report. Effective performance may include, but is not limited to, the following:

Currency and Depth of Knowledge

- Provides instruction consistent with the Course Outline of Record (COR).
- Creates an environment conducive to discussion, analysis, and critical thinking.

Methods and Techniques of Instruction/Responsiveness to Students and/or Professionalism and Civility

- Provides organized and effective delivery of instruction.
- Remains courteous to and approachable by students.
- Stimulates student participation.
- Engages with students and encourages all to respect the opinions of others.
- Shows enthusiasm for the subject matter.
- Uses effective motivation to create desire in students to learn the subject/skill(s).
- Employs a variety of instructional materials.
- Makes effective use of teaching aids and materials, including visual, audio and various modalities.
- Demonstrates respect for students in general, creating a learning environment that is conducive to learning, setting an atmosphere of trust and sensitivity.
- Evidence of understanding of Diversity, Equity, Inclusion, and Accessibility (DEIA) that enhances the educational experience for students.

Organization Skills

- Plans for and is well prepared to teach.
- Observes appropriate safety protocols.
- Manages student conduct to avoid disruption.
- Arrives on time and holds class for the assigned time.
- Provides sufficient time for responses to and from students.
- Utilizes group/individual activities that contribute to learning.

Relevance of Laboratory to Class Objectives: Safety of Students and Aides

- Maintains a safe learning environment.
- Aligns student laboratory assignments to the Course Outline of Record.

TENTATIVE AGREEMENT
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Contract *(Probationary)* Unit Member
Self-Evaluation Report

Name: _____ Employee ID # _____
(Unit member's name – please print)
Discipline: _____ Dept: _____ Site: _____

Current Probationary Status *(Check one)*: **Contract I ____ Contract II ____ Contract III A ____ B ____**

The Self-Evaluation should address perceived strengths and areas for improvement. This document shall be included in the self-evaluation portfolio along with class materials (sample syllabi, assignments, etc.) and other pertinent documents (publications, awards, verification of staff development activities, etc.).
The Self-Evaluation Report should describe your experience with:

- Student learning outcomes.
- Campus involvement and institutional service.
- Examples of actions have you taken to improve understanding of Diversity, Equity, Inclusion, and Accessibility (DEIA) to enhance the educational experience for students.
- Professional development.
- Other departmental, discipline, or industry related contributions.

(*Additional pages can be attached as needed)
(** Required)

Signature: _____ Date: _____
(include this signed document in the portfolio)

TENTATIVE AGREEMENT
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Contract *(Probationary)* Unit Member Instructional Observation Report

Name: _____ Employee ID #: _____
(Unit member's name – please print)

Class: _____ Date: _____
(Include class number & title) *(Date of observation)*

Probationary Status *(Check one)*: Contract I ____ Contract II ____ Contract III A ____ B ____

I. Currency and Depth of Knowledge:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
II. Methods and Techniques of Instruction/Responsiveness to Students and/or Professionalism and Civility:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
III. Organizational Skills:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
IV. Relevance of Laboratory to Class Objectives/Safety of Students and Aides (if applicable)	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*

**Does not meet Expectations: Comments regarding performance that does not meet expectations should include specific citations of weakness. Specific recommendations for improvement should be included in the FPIP.*

Strengths Observed(Narrative Required):

Suggestions for Improvement (Narrative Required):

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

Signature: _____

Unit Member *(please print)*: _____ Date: _____

Signature: _____

Note: *Per Article 8.3.E, my signature indicates that I have read this report but does not necessarily indicate that I agree with it. Per Article 8.4.A.14, I understand that I must respond in writing within 15 working days in order for the response to become part of the official evaluation.*

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Contract *(Probationary)* Unit Member
Worksite Observation Report

Name: _____ Employee ID #: _____
(Unit member's name – please print)

Worksite: _____ Date: _____
(Date of observation)

Probationary Status *(Check one)*: Contract I ____ Contract II ____ Contract III A ____ B ____

I. Currency and Depth of Knowledge:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory* Does not meet expectations*
II. Methods of Student Support Practices /Responsiveness to Students:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory* Does not meet expectations*
III. Organizational Skills:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory* Does not meet expectations*
IV. Professionalism and Civility:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory* Does not meet expectations*

**Comments regarding performance that does not meet expectations should include specific citations of weakness. Specific recommendations for improvement should be included in the FPIP.*

Strengths Observed(Narrative Required):

Suggestions for Improvement (Narrative Required):

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

Signature: _____

Unit Member *(please print)*: _____ Date: _____

Signature: _____

Note: *Per Article 8.3.E, my signature indicates that I have read this report but does not necessarily indicate that I agree with it. Per Article 8.4.B.14 I understand that I must respond in writing within 15 working days in order for the response to become part of the official evaluation.*

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Contract *(Probationary)* Unit Member
Summary Evaluation Report

Per Article 8.4.1.B.10 the Probationary Tenure Review Committee (PTRC) will meet to review all of the evaluation materials and will make their recommendation. Based on the PTRC meeting, the Supervising Administrator will prepare this form, which summarizes the results of all evaluation activities and PTRC observations. This document will include the administrative summary and recommendation. The peer evaluators will have an opportunity to review and sign this form for accuracy prior to submission to the probationary faculty member.

Name: _____ Employee ID # _____
(Unit member's name – please print)
Discipline: _____ Dept: _____ Site: _____

Current Probationary Status *(Check one)*: Contract I ____ Contract II ____ Contract III A ____ B ____

I. Classroom/Worksite Performance *(attached Classroom/Worksite Observations)* e.g., instructional faculty, program coordinator, counselor, librarian, coach:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
II. Respect for students and colleagues:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
III. Professional growth, responsibilities, and administrative summary:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*

**Comments regarding performance that does not meet expectations should include specific citations of weakness. Specific recommendations for improvement should be included in the FPIP.*

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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Recommendation (*Please check only one):*

For Contract II _____ Recommend for Contract III _____ Tenure _____ Not Recommended for Rehire

For Contract III A _____ Tenure (if applicable)

For Contract III B _____ Tenure _____ Not Recommended for Rehire

Administrator *(please print)*: _____ Date: _____

Signature: _____

Peer Evaluator *(please print)*: _____ Date: _____

Signature: _____

Peer Evaluator *(please print)*: _____ Date: _____

Signature: _____

Unit Member *(please print)*: _____ Date: _____

Signature: _____

Note: *Per Article 8 .3.E, my signature indicates that I have read this report but does not necessarily indicate that I agree with it. Per Article 8.4.1.A.14 & 8.4.1.B.14, I understand that I must respond in writing within 15 working days in order for the response to become part of the official evaluation.*

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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Administrative Recommendation Contract *(Probationary)* Unit Member *(Confidential)*

Name: _____ Date: _____
Unit member's name – please print) *(Of Institutional Tenure Review)*

Employee ID #: _____

FARSCCD Member (please print): _____ Date: _____

Signature: _____

Academic Senate Member *(please print)*: _____ Date: _____

Signature: _____

Vice President's Recommendation

Recommendation (*Please check only one)*

Contract II ____ Contract III _____ Tenure ____

Not Recommended for Rehire ____

Vice President *(please print)*: _____ Date: _____

Signature: _____

College President's Recommendation

(Must be submitted to Human Resources by February 15th)

Recommendation (*Please check only one)*

Contract II ____ Contract III _____ Tenure ____

Not Recommended for Rehire ____

College President *(please print)*: _____ Date: _____

Signature: _____

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CCA/CTA/NEA
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FARSCCD	District
_____	_____
Kelvin Leeds, Lead Negotiator FARSCCD	Kristin Olson Vice Chancellor, Human Resources

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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RANCHO SANTIAGO
Community College District

Tenured Unit Member Evaluation Packet

(Includes Non-Teaching Unit Member, Coordinators, Counselors, Librarians, and Health Service Staff)

This packet is designed to assist you in completing the process of unit member evaluations per FARSCCD contract, Article 8. Section 8.5 and thereafter primarily address the evaluation of tenured unit members.

Classroom/Worksite Observation Criteria

Depending on the unit member role, there are 3 forms to select from included in this packet:

1. Unit Member: Instructional Assignments
    a. Use the instructional observation report for on campus classes.
    b. Use the DE Evaluation for online/hybrid classes.
2. Unit Member: Non-Instructional Assignments (counselors, coordinators, librarians, health services and DSPS unit members)
    a. Use the worksite observation report
3. Colleague Consultation Memo
    a. Use the colleague consultation memo if Option 2 or Option 3 are selected

Per Article 8.3.3, The following criteria are provided to assist the evaluator in the preparation of the observation report. Effective performance may include, but is not limited to, the following:

Currency and Depth of Knowledge

- Provides instruction consistent with the Course Outline of Record.
- Creates an environment conducive to discussion, analysis, and critical thinking.

Methods and Techniques of Instruction/Responsiveness to Students

- Provides organized and effective delivery of instruction.
- Remains courteous to and approachable by students.
- Stimulates student participation.
- Engages with students and encourages all to respect the opinions of others.
- Shows enthusiasm for the subject matter.
- Uses effective motivation to create desire in students to learn the subject/skill(s).
- Employs a variety of instructional materials.
- Makes effective use of teaching aids and materials, including visual, audio and various modalities.
- Demonstrates respect for students in general, creating a learning environment that is conducive to learning, setting up an atmosphere of trust and sensitivity.
- Evidence of understanding of Diversity, Equity, Inclusion, and Accessibility (DEIA) that enhances the educational experience for students.

Organization Skills

- Plans for and is well prepared to teach.
- Observes appropriate safety protocols.
- Manages student conduct to avoid disruption.
- Arrives on time and holds class for the assigned time.
- Provides sufficient time for responses to and from students.
- Utilizes group/individual activities that contribute to learning.

Relevance of Laboratory to Class Objectives: Safety of Students and Aides

- Maintains a safe learning environment.
- Aligns student laboratory assignments to the Course Outline of Record.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Tenured Unit Member Self-Evaluation Report

Name: _____ Employee ID# _____

(Unit member's name – please print)

Discipline: _____ Dept: _____ Site: _____

The Self-Evaluation should address perceived strengths and areas for improvement. This document shall be included in the self-evaluation portfolio along with class materials (sample syllabi, assignments, etc.) and other pertinent documents (publications, awards, verification of staff development activities, etc.).

The Self-Evaluation Report should describe your experience with:

- Student learning outcomes.
- Campus involvement and institutional service.
- Examples of actions have you taken to improve understanding of Diversity, Equity, Inclusion, and Accessibility (DEIA) to enhance the educational experience for students.
- Professional development.
- Other departmental, discipline or industry related contributions.

(*Additional pages can be attached as needed)

Signature: _____ **Date**: _____

Note: *Article 8 Section 8.5.2.F of FARSCCD contract requires that the Self-Evaluation Report be completed the 12th week of the semester.*

Original – Return to Supervising Administrator

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Tenured Unit Member Instructional Observation Report

Unit Member's Name: _____ Date: _____
(please print) *(Date of observation)*

Unit Member's Employee ID #: _____ Site: _____

Class: _____
(include class number & title)

I. Currency and Depth of Knowledge:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
II. Methods and Techniques of Instruction/Responsiveness to Students and/or Professionalism and Civility:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
III. Organizational Skills:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
IV. Relevance of Laboratory to Class Objectives/Safety of Students and Aides (if applicable)	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*

**Does not meet Expectations: Comments regarding performance that does not meet expectations should include specific citations of weakness. Specific recommendations for improvement should be included in the FPIP.*

Strengths Observed(Narrative Required):

Suggestions for Improvement (Narrative Required):

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

Signature: _____

Unit member (*please print)*: _____ Date: _____

Signature: _____

Note: *Per Article 8.3.E, my signature indicates that I have read this report but does not necessarily indicate that I agree with it. Per Article 8.5.2.L understand that I must respond in writing within 15 working days in order for the response to become part of the official evaluation.*

Original – Unit member Copy – Supervisor *(Submit to Human Resources)*

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Tenured Unit Member Worksite Observation Report

Unit Member's Name: _____ Date: _____
(please print) *(Date of observation)*

Unit Member's Employee ID #: _____ Site: _____

Worksite: _____
(include class number & title)

I. Currency and Depth of Knowledge:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
II. Methods of Student Support Practices /Responsiveness to Students:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
III. Organizational Skills:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
IV. Professionalism and Civility	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*

**Comments regarding performance that does not meet expectations should include specific citations of weakness. Specific recommendations for improvement should be included in the FPIP.*

Strengths Observed(Narrative Required):

Suggestions for Improvement (Narrative Required):

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

Signature: _____

Unit Member *(please print)*: _____ Date: _____

Signature: _____

Note: *Per Article 8.3.E, my signature indicates that I have read this report but does not necessarily indicate that I agree with it. Per Article 8.5.3.L understand that I must respond in writing within 15 working days in order for the response to become part of the official evaluation.*

Original – Unit member Copy – Supervisor *(Submit to Human Resources)*

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Colleague Consultation Memo

Name: _____ Employee ID# _____

(Unit member's name – please print)

Discipline: _____ Dept: _____ Site: _____

The Colleague Consultation Memo should address perceived strengths and areas for improvement. This document should address areas relevant to the unit member's primary area of responsibility including but not limited to counseling strategies, textbooks, course overviews, handouts, exams, teaching techniques, daily assignments, classroom assessment techniques, etc.

Unit Member's Colleague *(please print)*: _____ Date: _____

Signature: _____

Unit Member *(please print)*: _____ Date: _____

Signature: _____

Note: *Per Article 8.3.E, my signature indicates that I have read this report but does not necessarily indicate that I agree with it. Per Article 8.5.3.2 & 8.5.3.L understand that I must respond in writing within 15 working days in order for the response to become part of the official evaluation.*

Original – Return to Supervising Administrator

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Tenured Unit Member

Summary Evaluation Report

Per Article 8.8.1, the Supervising Administrator will meet with the unit member peer evaluators to review all of the evaluation materials. At this meeting, the peer evaluators will make their recommendations to the administrator. The supervising administrator will prepare this form, which summarizes the results of all evaluation activities. The peer evaluators will have an opportunity to review this form for accuracy and signature prior to submission to the evaluee.

Name: _____ Employee ID# _____

(Unit member's name – please print)

Discipline: _____ Dept: _____ Site: _____

I. Classroom/Worksite Performance (attached Classroom/Worksite Observations) e.g., instructional unit member, program coordinator, counselor, librarian, coach:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
II. Respect for students and colleagues:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
III. Professional growth and responsibilities, and administrative summary:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*

**Comments regarding performance that does not meet expectations should include specific citations of weakness. Specific recommendations for improvement should be included in the FPIP.*

Recommendation *(Check if applicable)* Special Evaluation Recommended ____

Administrator *(please print)*: _____ Date: _____

Signature: _____

Colleague *(please print)*: _____ Date: _____

Signature: _____

Unit Member *(please print)*: _____ Date: _____

Signature: _____

Note: Per *Article 8.3.E, my signature indicates that I have read this report but does not necessarily indicate that I agree with it. I understand that I must respond in writing within 15 working days in order for the response to become part of the official evaluation.*

FARSCCD	District
_____	_____
Kelvin Leeds, Lead Negotiator FARSCCD	Kristin Olson Vice Chancellor, Human Resources

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FACULTY ASSOCIATION OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CCA/CTA/NEA
June 6, 2025

Distance Education Unit Member Evaluation Packet

This packet is designed to assist you in completing the process of unit member evaluations per FARSCCD contract, Article 8.

TENTATIVE AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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June 6, 2025

Distance Education Unit Member Evaluation Criteria

A. Title 5, Section 55202 - The same standards of course quality shall be applied to any portion of a course conducted through distance education as are applied to in-person classes.

B. Title 5, Section 55204 - In addition to the requirements of section 55002 and any locally established requirements applicable to all courses, district governing boards shall ensure that: Any portion of a course conducted through distance education includes regular and substantive interaction between the instructor(s) and students, (and among students, if described in the course outline of record or distance education addendum), either synchronously or asynchronously, through group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, voice mail, e-mail, or other activities.

C. "Substantive interaction" means engaging students in teaching, learning, and assessment, consistent with the content under discussion, and also includes at least two of the following:
    1. Providing direct instruction;
    2. Assessing or providing feedback on a student's coursework;
    3. Providing information or responding to questions about the content of a course or competency;
    4. Facilitating a group discussion regarding the content of a course or competency; or
    5. Other instructional activities approved by the institution's or program's accrediting agency.

D. Regular interaction between a student and instructor(s) is ensured by, prior to the student's completion of a course or competency:

    1. Providing the opportunity for substantive interactions with the student on a predictable and scheduled basis commensurate with the length of time and the amount of content in the course or competency; and
    2. Monitoring the student's academic engagement and success and ensuring that an instructor is responsible for promptly and proactively engaging in substantive interaction with the student when needed on the basis of such monitoring, or upon request by the student.

E. Regular and substantive interaction is an academic and professional matter pursuant to sections 53200 et seq.

F. For purposes of calculating instructional time in the context of asynchronous distance education, a week of instructional time is any week in which:

    1. The institution makes available the instructional materials, other resources, and instructor support necessary for academic engagement and completion of course objectives; and
    2. The institution expects enrolled students to perform educational activities demonstrating academic engagement during the week.

G. Recognizing that a student-centered pedagogy increases student achievement and improves learning outcomes, a well- established policy of regular and substantive interaction (RSI) will be derived from the example methods from each of the three categories listed below, as applicable. The following are meant to assist the reviewer and are not a comprehensive list of RSI, nor do all of these examples need to be present to meet expectation.

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Faculty Guided Interaction:

- Faculty-Initiated Announcements.
- Course is designed to ease students into the online environment utilizing instructor made videos, tutorials, and/or a well-developed course information module.
- Design summative and formative assessments that reflect the course outline of record and departmental guidelines.
- Create student engagement opportunities that promote interaction among all course participants.
- Participate regularly in discussion activities and/or provide individual feedback.
- Monitor activity to ensure that students participate and are engaged in course content.
- Provide a specific forum for unstructured student to student interaction.

Frequency of Interaction:

- Declare response time for student questions and/or assignment feedback.
- Maintain an active presence throughout the course.
- Give regular and substantive feedback throughout the course.
- Provided clear expectations to students regarding the frequency and quality of their interactions.
- Specify course policy in the syllabus regarding frequency and timeliness of all contact initiated by the instructor.
- Explain course policy regarding student-initiated contact.
- Clarify important dates, such as assignment and assessment deadlines.

Tools for Effective Contact:

- Course announcements.
- Personalized feedback via speed grader, or discussion boards.
- Discussion Boards (e.g., question and answer forums).
- Collaborative projects (blogs, discussion Boards, peer review, etc.).
- Instructor-created modules/units.
- Lectures and Videos (both instructor created and/or curated).
- Podcasts and webinars (both instructors created or curated).
- Zoom sessions and breakout rooms.
- Virtual office hours.
- Canvas Inbox.
- Pronto, Canvas Chat, etc.
- And other methods, not listed here, as deemed appropriate by the instructor.

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Unit Member Observation Report for Online Classes

Unit Member's Name: _____ Date: _____
(Please print) *(Date of observation)*

Unit Member's Employee ID #: _____ Semester: _____

Class/Assignment: _____

I. Demonstrates professional knowledge and prepares effective, current, and accessible course materials:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
II. Applies appropriate instructional design methods and RSI practices:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
III. Communicates effectively and provides regular, timely feedback:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
IV. Regular and Substantive Interaction (RSI) Checklist (check all that apply) ☐ Instructor-initiated contact is frequent and predictable ☐ Substantive feedback is timely and ongoing ☐ Discussion forums are monitored and guided by the instructor ☐ Virtual office hours or synchronous sessions are offered, or robust asynchronous interactions are evident ☐ Multimodal content delivery is present (e.g., video lectures, screencasts, narrated slides)	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
IV. Professional Responsibilities (for non-contract unit members):	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*

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**Does not meet Expectations: Comments regarding performance that does not meet expectations should include specific citations of weakness. Specific recommendations for improvement should be included in the FPIP.*

Strengths Observed(Narrative Required):

Suggestions for Improvement (Narrative Required):

Evaluator *(print name)*: _____ Date: _____

Signature: _____

Unit Member *(print name)*: _____ Date: _____

Signature: _____

Administrator (print name): _____ Date: _____

Signature: _____

Note: *Per Article 8.3.E, my signature indicates that I have read this report but does not necessarily indicate that I agree with it. Per Article 8.4.1.A.14 I understand that I must respond in writing within 15 working days in order for the response to become part of the official evaluation.*

FARSCCD	District
Kelvin Leeds, Lead Negotiator FARSCCD	Kristin Olson Vice Chancellor, Human Resources

TENTATIVE AGREEMENT
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June 6, 2025

Non-contract *(Part-time)* Unit Member Evaluation Packet

This packet is designed to assist you in completing the process of unit member evaluations per FARSCCD contract, Article 8 - Section 8.7 which primarily address *non-contract* (part-time*)* unit member evaluation procedures.

Non-contract Unit Members (Part-time) Evaluation
Instructional/Worksite Observation Criteria

Depending on the unit member role there are 2 forms to select from included in this packet:

1. Unit member : Instructional Assignments
    a. Use the classroom observation report for on campus classes.
    b. Use the DE Evaluation for online/hybrid classes.
2. Unit member : Non-Instructional Assignments (counselors, coordinators, librarians, health services and DSPS unit member)
    a. Use the worksite observation report

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

Currency and Depth of Knowledge

- Provides instruction consistent with the Course Outline of Record.
- Creates an environment conducive to discussion, analysis, and critical thinking

Methods and Techniques of Instruction/Responsiveness to Students

- Provides organized and effective delivery of instruction.
- Remains courteous and approachable by students.
- Stimulates student participation.
- Engages with students and encourages all to respect the opinions of others.
- Shows enthusiasm for the subject matter.
- Uses effective motivation to create desire in students to learn the subject/skill(s).
- Employs a variety of instructional materials.
- Makes effective use of teaching aids and materials, including visual, audio and various modalities.
- Demonstrates respect for students in general, creating a learning environment that is conducive to learning, setting up an atmosphere of trust and sensitivity.
- Evidence of understanding of Diversity, Equity, Inclusion, and Accessibility (DEIA) that enhances the educational experience for students.

Organization Skills

- Plans for and is well prepared to teach.
- Observes appropriate safety protocols.
- Manages student conduct to avoid disruption.
- Arrives on time and holds class for the assigned time.
- Provides sufficient time for responses to and from students.
- Utilizes group/individual activities that contribute to learning.

Relevance of Laboratory to Class Objectives: Safety of Students and Aides

- Maintains a safe learning environment.
- Aligns student laboratory assignments to the Course Outline of Record.

Professional Responsibilities/Professionalism and Civility – to be completed by the administrative supervisor

- Submits required materials (course syllabi, rosters, grades) in a timely manner
- Assesses effectiveness of student learning
- Participates in flex and other professional responsibilities as required
- Treats colleagues and students with respect and complies with the district civility code.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Non-contract Unit member (*Part-time)* Evaluation
Instructional Observation Report

Name: _____ Date: _____
(Please print unit member's name) (Date of observation)

Unit Member's Employee ID #: _____ Site: _____

Class: _____
(Include class number & title)

I. Currency and Depth of Knowledge:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
II. Methods and Techniques of Instruction/Responsiveness to Students:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
III. Organizational Skills:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
IV. Relevance of Laboratory to Class Objectives/Safety of Students and Aides:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
V. Professional Responsibilities and/or Professionalism and Civility: (to be completed by the administrative supervisor)	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*

** Does not meet Expectations: Comments regarding performance that does not meet expectations should include specific citations of weakness. Specific recommendations for improvement should be included in the FPIP.*

Strengths Observed(Narrative Required):

Suggestions for Improvement (Narrative Required):

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

Signature: _____

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

Signature: _____

Unit Member *(please print)*: _____ Date: _____

Signature: _____

Note: *Per Article 8.3.E, my signature indicates that I have read this report but does not necessarily indicate that I agree with it. I understand that I must respond in writing within 15 working days in order for the response to become part of the official evaluation.*

Original – Return to Supervising Administrator *(Submit to Human Resources Department)*

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Non-contract Unit member (*Part-time)* Evaluation
Worksite Observation Report

Name: _____ Date: _____
(Please print unit member's name) (Date of observation)

Unit Member's Employee ID #: _____ Site: _____

Worksite: _____

I. Currency and Depth of Knowledge:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
II. Methods of Student Support Practices /Responsiveness to Students:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
III. Organizational Skills:	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
IV. Professionalism and Civility	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*
V. Professional Responsibilities: (to be completed by the administrative supervisor)	*Check one:* ____ Outstanding ____ Meets expectations ____ Needs Improvement* ____ Unsatisfactory*

** Does not meet Expectations: Comments regarding performance that does not meet expectations should include specific citations of weakness. Specific recommendations for improvement should be included in the FPIP.*

Strengths Observed(Narrative Required):

Suggestions for Improvement (Narrative Required):

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

Signature: _____

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

Signature: _____

Unit Member *(please print)*: _____ Date: _____

Signature: _____

Note: *Per Article 8.3.E, my signature indicates that I have read this report but does not necessarily indicate that I agree with it. I understand that I must respond in writing within 15 working days in order for the response to become part of the official evaluation.*

Original – Return to Supervising Administrator *(Submit to Human Resources Department)*

FARSCCD

_____
Kelvin Leeds, Lead Negotiator
FARSCCD

District

_____
Kristin Olson
Vice Chancellor, Human Resources