

**AGREEMENT  
BETWEEN  
HARTNELL COMMUNITY COLLEGE DISTRICT  
AND  
HARTNELL COLLEGE FACULTY ASSOCIATION/CTA/NEA  
FOR  
2005-08**

**RATIFIED BY H.C.F.A./C.T.A./N.E.A.: October 24, 2006  
RATIFIED BY THE BOARD of TRUSTEES: October 26, 2006**

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ARTICLE 1. SOLE AGREEMENT

- A. The Articles, and the provisions thereof, contained hereafter constitute the full, complete and sole agreement (hereinafter referred to as “Agreement”) between and for the Board of Trustees of the Hartnell Community College District (hereinafter referred to as “District”) and the Hartnell College Faculty Association/CTA/NEA (hereinafter referred to as “Association”).
- B. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- C. During the term of this Agreement, the District and the Association expressly waive and relinquish the right to meet and negotiate on any matter:
  - 1. whether or not specifically referred to or covered in this Agreement;
  - 2. even though not within the knowledge or contemplation of either party at the time of meeting and negotiating;
  - 3. even though in negotiations the matters were proposed and later withdrawn;
  - 4. except that the Association agrees to meet and discuss forthwith upon request of the District, the effects of partial, or full, self insurance on Article 6 of this Agreement;
  - 5. except that the District and the Association agree to meet and discuss in a collaborative process, any potential change in the College calendar (see Article 10).
- D. Such waiver set forth in Section C above, does not preclude consultation between the parties on matters set forth in Government Code Section 3543.2 as a matter upon which the exclusive representative has the right to consult.
- E. During the term of this Agreement, the District agrees not to negotiate with any other employee organization on matters upon which the Association is the exclusive representative and which is in its scope of representation, nor will the District negotiate privately or individually with employees of the bargaining unit or any person not officially designated by the Association as its representative.
- F. The Association agrees to negotiate only with the District Governing Board’s duly authorized representatives and agrees that neither the Association, its members, nor its agents will attempt to negotiate or consult privately or individually with the District’s Governing Board, any individual District Governing Board Member, or any person or persons who have not been formally designated by the District’s Governing Board as its duly authorized representatives.

ARTICLE 2. RECOGNITION

The District reaffirms its recognition of the Association as the exclusive representative of those employees in the bargaining unit enumerated in the DESCRIPTION OF UNIT of the NOTICE OF DECISION OF THE PUBLIC EMPLOYMENT RELATIONS BOARD, which NOTICE is attached hereto as Exhibit "A".

### ARTICLE 3. ASSOCIATION RIGHTS AND RESTRAINTS

- A. 1. The District shall set aside adequate bulletin board space for Association bulletins in each building which houses a faculty member and in all faculty lounges and dining areas. All Association bulletins shall be signed and dated by an officer of the Association and shall be removed from the bulletin board no later than ten (10) days after such date of signing. The Association shall have the right to use the District mail distribution services and the faculty mailboxes for Association correspondence on matters within the scope of representation as set forth in Government Code Section 3543.2. All Association correspondence shall be signed and dated by an officer of the Association.
2. The Association agrees to indemnify, defend, and hold the District harmless against any claims made of any nature whatsoever, and against any claim or suit instituted against the District arising from the content, distribution, or posting, of such correspondence or bulletins and that the following disclaimer shall be prominently printed on all correspondence or bulletins unless the President of the Association and the District Superintendent-President have agreed in advance that such disclaimer need not be printed on a particular bulletin or correspondence.

The District neither agrees nor disagrees with the above. The posting/distribution of this material by the Hartnell College Faculty Association (CTA/NEA) is an exercise of the Association's Government Code Section 3543.1(b) rights.

- B. The District shall provide meeting facilities for the Association, pursuant to the Civic Center Act, provided space is not otherwise in use at any time which does not conflict with regularly scheduled District activities and at any time which does not conflict with, or impair, the performance of the duties of any District employee. Further, the District agrees that there shall be no cost for the use of such facilities unless extra set-up or custodial charges are incurred by the District, in which case the Association shall reimburse the District for such cost immediately upon receipt of billing from the District.
- C. Advance request for use of any District facility shall be made in accordance with the established District procedure to the District Superintendent-President or his/her designee, whenever the Association wishes to schedule any District facility.
- D. 1. The President of the Association shall be granted 20% release time during his/her term of office at no loss of salary or other benefits for meeting and negotiating. Co-presidents shall share the 20% release time equally.
2. In addition, up to three (3) additional faculty members may be designated by the Association at the outset of negotiations to be released as needed from those classes which conflict with scheduled bargaining sessions. Such release time must be scheduled with the Superintendent-President/designee at least two (2) working days in advance

unless otherwise agreed to. Should a substitution be necessary, the Association will give as much advance notice as possible.

- E. 1. The District shall provide the Association with the names, college location address, and college telephone numbers of certificated employees represented by the Association at intervals not to exceed once per fiscal year upon the Association's written request therefore. The names, college location addresses, and college telephone numbers of additional newly hired certificated employees represented by the Association shall be furnished to the Association at the close of each calendar month during the Academic Year.
  2. The District shall also provide the Association with a copy of available documents which are specifically identified by the Association and may be needed for negotiations, processing grievances, or discharging its role as exclusive representative.
  3. The request for the above information shall be directed to the Superintendent-President. Only the Association President or his/her designee, as so stated in writing to the Superintendent-President, may request any of the above information.
  4. The Association shall reimburse the District for the cost of duplication of the above-described materials at the same rate as instructional materials. It shall reimburse the District for labor time in gathering and preparation of the documents for duplication at the hourly compensation rate of the employee(s) gathering and preparing the documents. An itemized billing shall be presented to the Association for payment.
- F. The Association shall furnish, at least once per fiscal year upon District written request and update as appropriate, a list of all officials and duly authorized representatives of the Association. The list shall indicate the names and the titles of such officials and duly authorized representatives. The District is not obligated to recognize Association officials or duly authorized representatives unless his/her name is included on such list.
- G. The Association shall have the use of District duplicating services and shall pay a reasonable fee for such use. The fee shall be set by the District Superintendent-President and shall represent the cost to the District of labor, materials, and maintenance of such District duplicating machinery. The Association shall pay the fee immediately upon receipt of billing from the District. District requirements shall at all times have priority over that of the Association.
- H. Employees in classifications represented by the Association shall not use any District equipment/machinery for activities not directly related to classroom instruction.
- I. The Association, its officials, or employees in classifications represented by the Association, shall not cause any long distance telephone or any other type of telephone charges to be billed to the District.

- J. The District will provide one fully executed copy of the collective bargaining agreement to the Association President when it is completed and available to the District.
- K. The seniority date of contract and regular certificated employees is defined in the law currently for persons employed after June 30, 1947, as the date upon which he/she first rendered paid service in a probationary (contract) position. Any dispute in a layoff matter over the determination of any seniority date must be resolved in the appeal procedure set forth in Sections 87740 and 87743 of the Education Code and shall not be subject to the contract grievance procedure. Unit members with the same seniority date shall have their order of employment determined by lot. The HCFA President or his/her designee shall be informed of the time and place of the lottery. He/she shall have the right to attend but may choose not to attend. Once the lottery determines a unit member's order of employment in relation to other unit members actually participating in that lottery, that seniority relationship shall remain in effect with respect to those participants. Any dispute in a layoff matter over the determination of order of employment of unit members as set forth in Sections 87740 and 87743 and shall not be subject to the contract grievance procedure.
- L. Upon request, the District shall annually furnish the Association President with a seniority list of bargaining unit members. The list shall be furnished by December 15 of the academic year.

ARTICLE 4. ORGANIZATIONAL SECURITY

- A. The District agrees to deduct regular monthly dues for eligible members of the Association in the amount stated by the member on the respective payroll deduction assignment form. Such amount shall not be changed for the period of this contract, except as authorized in writing by the member of the Association with such authorization being filed with the District or by a majority vote of the Association membership to alter its dues structure. If such alteration of the dues structure is made, the President of the Association shall notify the District in writing. In the unlikely event that a fee is assessed to the District by the County Office of Education for the processing of said fees, this cost would be passed on to the Association.

ARTICLE 5. WAGES

A.1 SALARY SCHEDULE **2005-2006** as below. (effective August 12, 2005)

*This reflects a 3% increase over the 2004-05 salary schedule.*

Step	Column A	Column B	Column C	Column D	Column E
	<i>Less than Master's degree</i>	<i>Master's or Equivalent</i>	<i>Master's +30 or Bachelor's +60 with Master's</i>	<i>Master's +60 or Bachelor's +90 with Master's</i>	<i>Doctorate</i>
1	\$37,141	\$44,977	\$47,518	\$50,135	\$52,655
2	\$39,149	\$47,224	\$49,769	\$52,384	\$54,910
3	\$41,168	\$49,476	\$52,021	\$54,628	\$57,146
4	\$43,183	\$51,716	\$54,271	\$56,874	\$59,389
5	\$45,196	\$53,958	\$56,514	\$59,122	\$61,644
6	\$47,209	\$56,212	\$58,759	\$61,367	\$63,891
7	\$49,220	\$58,456	\$61,008	\$63,609	\$66,130
8	\$51,234	\$60,696	\$63,256	\$65,856	\$68,377
9	\$53,246	\$62,945	\$65,493	\$68,107	\$70,621
10	\$55,256	\$65,190	\$67,749	\$70,355	\$72,879
11	\$57,282	\$67,440	\$69,988	\$72,605	\$75,115
12	\$59,449	\$69,681	\$72,231	\$74,844	\$77,358
13	<i>\$59,449</i>	\$71,849	\$74,482	\$77,083	\$79,612
14	\$59,449	\$71,849	\$76,647	\$79,340	\$81,856
15	<i>\$59,449</i>	<i>\$71,849</i>	<i>\$76,647</i>	\$81,508	\$84,025
20	\$61,464	\$73,865	\$78,664	\$83,525	\$86,040

Not-in-contract (NIC) / Overload rates:	
Lecture	\$58.51
Laboratory	\$53.82
Counseling/Library	\$53.82

Part-time (adjunct) rates:	
Lecture	\$52.78
Laboratory	\$43.77
Counseling/Library	\$43.77

A.2 SALARY SCHEDULE **2006-2007** as attached. (effective August 18, 2006)

*This reflects a 5.0% increase over the 2005-06 salary schedule, the addition of steps and adjustments to Step 20.*

Step	Column A	Column B	Column C	Column D	Column E
	Less than Master's degree	Master's or Equivalent	Master's +30 or Bachelor's +60 with Master's	Master's +60 or Bachelor's +90 with Master's	Doctorate
1	\$38,998	\$47,226	\$49,894	\$52,642	\$55,287
2	\$41,107	\$49,585	\$52,257	\$55,003	\$57,656
3	\$43,227	\$51,950	\$54,622	\$57,359	\$60,004
4	\$45,342	\$54,301	\$56,985	\$59,717	\$62,359
5	\$47,456	\$56,656	\$59,340	\$62,078	\$64,726
6	\$49,569	\$59,022	\$61,697	\$64,435	\$67,085
7	\$51,681	\$61,378	\$64,059	\$66,790	\$69,437
8	\$53,796	\$63,731	\$66,419	\$69,149	\$71,796
9	\$55,908	\$66,093	\$68,767	\$71,512	\$74,152
10	\$58,019	\$68,450	\$71,137	\$73,872	\$76,522
11	\$60,146	\$70,812	\$73,487	\$76,235	\$78,871
12	\$62,421	\$73,165	\$75,843	\$78,587	\$81,226
13	<i>\$62,421</i>	\$75,442	\$78,206	\$80,937	\$83,593
14	\$62,421	\$76,442	\$80,479	\$83,307	\$85,949
15	\$63,421	\$77,442	<i>\$80,479</i>	\$85,583	\$88,227
16			\$81,479	\$86,583	\$89,227
17			\$82,479	\$87,583	\$90,227
18			\$83,479	\$88,583	\$91,227
19			<i>\$83,479</i>	<i>\$88,583</i>	<i>\$91,227</i>
20	\$64,421	\$78,442	\$84,479	\$89,583	\$92,227

Not-in-contract (NIC) / Overload rates:	
Lecture	\$61.43
Laboratory	\$56.51
Counseling/Library	\$56.51

Part-Time (adjunct) rates	ADJUNCT I <i>0 - 30 units taught at Hartnell</i>	ADJUNCT II <i>30+ units taught at Hartnell</i>
Lecture	\$55.42	\$57.64
Laboratory	\$45.96	\$47.80
Counseling/Library	\$45.96	\$47.80

A 3 SALARY SCHEDULE 2007-2008

The District proposes to increase salaries by the state funded COLA not specifically designated for other purposes such as supplies or part-time salaries.

B. Salary Schedule Definitions and Criteria

1. a) The schedule is defined in terms of semester units. All units completed after the BA/BS degree must be upper division or graduate units in appropriate major or minor fields or Education courses. "Extension" classes will also be accepted if they are accepted by the accredited parent institution as upper division or graduate units. All other courses used for advancement on the salary schedule must have the prior approval of the Superintendent-President.
- b) All college credits and degrees must be supported and verified by official transcripts from regionally accredited colleges and universities.
2. Columns shall be defined as:
  - a) Column A: Faculty not qualified for Columns B, C, D, or E.
  - b) Column B: Faculty who hold Masters Degree.
  - c) Column C: Faculty who hold Masters Degree plus thirty units, or BA/BS Degree plus sixty units with Masters Degree.
  - d) Column D: Faculty who hold Masters Degree plus sixty units or BA/BS plus ninety units with Masters Degree.
  - e) Column E: Faculty who hold earned doctorate.
3. An incoming faculty member will be placed on the salary schedule according to:
  - a) Official transcripts from accredited colleges and universities which verify units/credits and
  - b) Approved prior employment experience.

The faculty member will be given credit for a maximum of five (5) years of appropriate teaching experience or appropriate trade experience for those who hold vocational credentials. The Governing Board reserves the right to approve the placement of faculty on a higher step upon the recommendation of the Superintendent/President. All prior experience used for salary placement shall show inclusive dates of such experience and must be verified by the former employers.

4. To place an incoming teacher on the salary schedule military service may be credited in lieu of teaching experience on the basis of two (2) years, or major fraction thereof, of military service for one (1) year of teaching experience. Credit for military service may be used as a part of the credit allowed for teaching experience, but not to exceed five (5) years.

5. Instructors in the Registered Nursing Program are required to have at least two (2) years of hospital nursing experience in addition to the experience which is required as a part of their training program before employment by the District. Such work experience must include at least one (1) year's continuous experience in the practice of professional nursing.
6. Annual increments (step increases) shall be dependent upon a satisfactory measure of professional growth.
7. No change in salary classification attained through Summer Session attendance shall be granted unless such notice of intention to change salary classifications has been filed in the Superintendent/President's Office by June 1 of that year. Change in column status on the salary schedule is effected only through the accumulation of credits earned at an approved four (4) year college or university.
8. After reaching the final step in Columns C, D, and E, each instructor may submit to his/her Dean, Superintendent-President and Governing Board for approval, a four (4) year plan for professional growth. A progress report shall be made by the instructor and evaluated by the other parties at the end of two (2) years. A final report shall be submitted for evaluation at the end of four (4) years. Satisfactory completion of the cycle entitles the instructor to a special increment of four hundred dollars (\$400).

#### C. Miscellaneous Salaries, Regular/Contract Faculty

1. Workyear/Pay
  - a. Regular (permanent) and contract (probationary) faculty shall be paid only for those days beyond the instructional year calendar they are required to work. Payments shall be made at the rate of one over the number of instructional days/times the employee's annual salary for each day worked.
  - b. Effective July 1, 2007, Counselors shall work a 186 day work year., The additional ten (10) days shall be paid at 1/176 of the contract salary per day and shall be subject to the STRS Defined Benefit Plan. These additional days will be used to provide service during registration, summer session and intersession. The exact dates of service will be determined by mutual agreement of the individual Counselor and his/her immediate supervisor. In the event dates required by the District for Counselor services can not be filled by mutual agreement with the individual Counselor, the District reserves the right to assign Counselors within each department area (i.e., Matriculation, EOPS, DSPS, etc.) to specific days and times, with right of first refusal offered on a rotating seniority basis.
  - c. Nursing instructors shall work a 182 day calendar. The additional days shall be paid at 1/176 of the contract per day and will be applied to STRS. The days are to compensate for time put in while on call and time put in during school holidays and days outside the normal 176.

2. Summer Session and Overload (not in contract).
  - a. Hartnell College full-time instructors – annual. Full-time instructors will be paid at the appropriate flat rate as listed in Article 5, Sections A.1, A.2 and A.3:
  - b. Counselors and librarians shall be paid for extra hourly (overload/not in contract) counseling and library duties (other than those specified in the annual contract) at the appropriate flat rate as listed in Article 5, Sections A.1, A.2 and A.3: :
  - c. Cooperative work experience education supervision work will be considered a three-hour-per-student-supervised-per-semester assignment paid at the part-time faculty lecture rate/overload defined in Paragraph D below.
  - d. Supervision of students in performance-related activities such as Athletics and Music shall be paid at the prevailing rate for overload teaching. However, there shall be no payment made for performance, or any other activities for which FTES is not generated.
3. Notwithstanding any other provisions of this contract, faculty members (both full-time and part-time) may be employed in a special projects contract providing for compensation as mutually agreed to between the Superintendent/President and the faculty member.

#### D. Salaries for Part-Time Faculty

1. The part-time hourly faculty rates listed on the Salary Schedules includes the \$3.99 per hour 2001 Budget Act Appropriation for Part-time Faculty Compensation.
2. Any additional 2001 Budget Act Appropriation for Part-time Faculty Compensation (above the current \$3.99 per hour) will be added to the rates listed on the Salary Schedules.
3. The 2001 Budget Act Appropriation for Part-time Faculty Compensation provides that the state may provide funds to make part-time faculty compensation more comparable to full-time faculty compensation for similar work. As required by law, the District and HCFA must define a parity goal through the collective bargaining process.
4. Any increase in compensation to move towards parity shall be contingent on eligibility for (and funding for) Budget Act Appropriation for Part-Time Faculty Compensation or equivalent legislation. The District shall not assume any obligation to reach goals of comparable pay without parity funds. The District will not make parity payments to part-time faculty members which exceed the amounts received from the State of California for parity allocations. As long as the Part-Time Allocation is available to the district, funds from this source shall be used to enhance part-time faculty compensation..

5. The parity goal shall be based on Column B, Step 1 of the full-time credit instructors' salary schedule.
  - a. The parity lecture goal shall then be determined by multiplying the dollar amount of B-1 by .70 then dividing by 525 (15 hours of lecture per week x 35 weeks).  
 $((B-1 \times .7) / 525)$ .
  - b. The parity laboratory goal shall be 85% of the lecture rate defined in 5. D. 5. a.
  - c. The parity goal for counselors, librarians, and instructional specialists shall be 83% of the lecture rate defined in 5. D. 5. a.

## ARTICLE 6. HEALTH AND WELFARE BENEFITS

### A. General

1. All insurance programs are subject to carrier requirements for eligibility enrollment and processing of claims. The carrier, Monterey County Schools Insurance Group (MCSIG) recognizes domestic partners as eligible “dependents” for the purposes of two-party family coverage.
2. Hartnell Community College is a member of the Monterey County Joint Powers Agreement (JPA) to provide the insurance coverages listed in Article 6.B.

### B. Medical/Dental/Vision

1. The monthly cap for the existing specific medical, dental and vision monthly insurance premiums, covers the following MCSIG JPA benefits:
  - a. Medical: MCSIG preferred provider Option I
  - b. Dental: Delta Dental preferred provider option (with incentive) plan 7014-2198.
  - c. Vision: Vision Service Plan (VSP) preferred provider option Plan B.
2. Effective July 1, 2005, the maximum district contribution (cap) shall be \$1,100 per month per qualified employee.
3. Effective July 1, 2006, the maximum district contribution (cap) shall be \$1,200 per month per qualified employee.
4. Effective July 1, 2007, the maximum district contribution (cap) shall be \$1,300 per month per qualified employee.

### C. Other Coverages

The District shall continue to pay, for the duration of this Agreement only, the dollar amount of contribution paid on the effective date of this Agreement to provide full-time or contract eligible employees included in this unit, the following coverage:

2. Decreasing Term Life Insurance With Accidental Death Provisions  
Fortis Benefits: Policy #6207133
3. Long-Term Disability  
UNUM Life Insurance Company: Policy #370905
4. Business Travel/Accident Insurance  
Hartford Life Insurance Company of North America:  
Policy #ETB106242

#### D. Duration of Benefits

1. Eligible unit members who terminate their employment prior to the close of the academic year shall receive coverage up to and including the last day of the month in which the person is employed.
2. Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits and retirement credit, as if they were not on leave, as appropriate to the leave of absence and as required by Law and this Agreement. Those unit members who go on unpaid leave of absence during any pay period shall receive their health welfare benefits for the balance of that pay period. Thereafter, they must comply with paragraph J hereunder.

#### E. Retired Employees

Medical/Dental Benefits - Retired Employees - During the term of this Agreement only, for the employee(s) in this unit who retire subsequent to the initial date of this Agreement, the District will provide medical and dental coverage to the extent provided for bargaining unit members, if the retiree meets the following conditions:

1. Retiree must have a minimum of ten (10) years full-time service with this District.
2. Retiree will receive one (1) year's benefits for each two (2) years with the District not to exceed seven (7) years' benefits.
3. Employee must be minimum age fifty-eight (58) at retirement.
4. If retiree is under age fifty-eight (58) and has the minimum fourteen (14) years service, the retiree must pay full premiums from date of retirement until age fifty-eight (58). From age fifty-eight (58) to sixty-five (65), coverage will be provided to the same extent as is provided to bargaining unit members, provided the retiree continues to pay his/her portion of the premium. After the age of 65 years, the retiree may continue in the District sponsored group medical/dental/vision program with the prepaid costs borne by the retiree.
5. All retirees must advise the District within thirty (30) days of their retirement of their desire to exercise this benefit. The Superintendent-President or designee may at his/her sole discretion, provide for extension of the thirty (30) days period. Failure to so notify and pay premiums monthly in advance to the District will result in a loss of said benefits.
6. Salary Retirement Options: Whenever the District agrees to a retirement incentive for a specific faculty member, any other full-time faculty member who retires subsequent to that agreement and prior to the end of the academic year (i.e., the last day of the school calendar) will also be eligible for that retirement benefit if the faculty member meets both of the following criteria:
  - a. Is between the ages of 60 and 70;

- b. Has rendered a minimum of 10 consecutive years of full time service to the District (for purpose of defining “consecutive,” leaves of absence and sabbaticals shall not constitute a break in service).

F. Expiration Upon Termination or Resignation

The benefits provided in this Article for full-time or contract faculty shall remain in effect, without interim interruption, during the term of this Agreement only, provided however that in no case shall coverage at cost to the District continue beyond the employee’s date of termination or resignation.

G. Effective Date for New Employees

Health and welfare benefits for new employees will become effective September 1 of each year, except in those situations where a certificated employee is hired at a time other than the beginning of the academic year (in which case health and welfare benefits will become effective on the first day of the month following employment).

H. Fringe Benefits Upon Death of Faculty

Upon the death of a faculty member, the District shall provide continuation of the benefits specified in Section B of Article 6. Such coverage shall continue following the death of said faculty for ninety days following the death plus the remaining portion of that month in which the ninety days expires.

- I. If an eligible unit member works a full academic year and his/her employment terminates after the end of the academic year, he/she shall receive coverage under the District’s health and welfare insurance plans through the end of the month of August after the end of the academic year worked. If the former employee is employed elsewhere during this period and receives health benefits and welfare benefits under that employer’s plan, the District coverage for the former employee shall cease.
- J. Any unit member on a Board-approved unpaid leave of absence may remain covered by the District’s medical, dental, and vision insurance programs provided he/she makes arrangements satisfactory to the District’s Business Office to prepay the monthly cost of such benefits. Failure to comply with these prepayment arrangements shall result in forfeiture of any such benefit for the remainder of the leave of absence.

## ARTICLE 7. LEAVES FOR FULL TIME FACULTY

### A. Sick Leave

1. The District and Association agree to comply with the provisions of the Education Code relative to the earning and use of sick leave for full-time faculty.
2. Deduction of Sick Leave.
  - a. Faculty members must account for each day of the academic year. If a faculty member misses all assignments, regardless of their duration, a full day shall be charged to sick leave.
  - b. Absences of less than a full day, because of illness or injury, shall be deducted in 1/4 day increments based on the ration of the absence to the daily assignment. Any total above 1/4 shall be counted at the next 1/4.
3. Contract and regular bargaining unit members employed five (5) days per week shall be entitled to ten (10) days leave of absence for illness or injury, exclusive of all days they are not required to render service to the District, with full pay for an academic year of service. Persons employed for less than five (5) school days shall be entitled to that proportion of ten (10) days leave of absence for illness or injury as the time worked bears to full time. Credit for the current year's sick leave by the employee, and such leave may be taken any time during the academic year. Sick leave entitlement under this section shall be accumulative, without limit, from year to year.
4. When a contract or regular bargaining unit member is absent from his/her duties on account of illness or accident for a period of five (5) months or less in the academic year, whether or not the absence arises out of or in the course of the employment of the employee, he or she shall receive 50 percent of his or her regular salary during the period of the absence.
5. The provisions of Paragraph 4, above, relating to compensation shall not apply to the first ten (10) days of absence on account of illness or accident of any such employee employed five (5) days a week or to the proportion of ten (10) days of absence to which such employee employed less than full-time is entitled, hereunder, on account of illness or accident. The five (5) month period stipulated above begins upon termination of the employee's current annual ten (10) days. Accrued leave is part of the five (5) month period, in accordance with State and Federal law.
6. Any contract or regular unit member who was an academic employee of another community college district for at least one academic year immediately prior to being employed by Hartnell Community College District shall be entitled to have transferred to Hartnell unused accumulated sick leave equal to 10 days per year worked.

7. By September 30th, the District shall provide to full-time faculty a photocopy of their sick leave record card maintained by the District, showing the status of sick leave as of the preceding June 30th.
8. Appeals to correct all previous accumulated sick leave, used sick leave, and the balance of sick leave will only be accepted if the appeal is filed prior to October 30th of the year in which the statement was issued. The District will respond to an appeal as quickly as possible.
9. Part-time instructors are allowed one hour of sick leave per hour of teaching per week which is not cumulative semester to semester.
10. Upon the second three day absence, or when the District has reason to believe an employee's patterns of absence indicates an abuse of sick leave, the employee may be required to produce verification of illness certified by the employee's physician.

B. Paid Bereavement Leave

Each employee in this bargaining unit is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of the death of any member of the employee's immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from sick leave. "Member of the immediate family," as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, step-father, step-mother, son, son-in-law, daughter, daughter-in-law, step-child, brother, step-brother, sister or step-sister of the employee, or any relative living in the immediate household of such employee.

C. Paid Personal Necessity Leave

1. Sick leave may be used by any unit member, at the employee's election, in cases of personal necessity.
2. A unit member shall not be required to secure advance permission for leave taken for any of the following reasons:
  - a. Death or serious illness of a member of his/her immediate family.
  - b. Accident involving his person or property, or the person or property of a member of his/her immediate family.
3. For any reason other than those in 2, above, the employee must obtain advance permission to take such leave from the Superintendent/President or his/her designee.
4. Personal necessity leave shall not be in excess of six (6) days in any academic year.
5. Any employee using personal necessity leave for reasons stated in 2, above, shall attempt to provide his/her Dean/immediate supervisor with as much notice as possible of the

intent to take such leave. Upon returning from said leave, the employee shall present a written statement to his/her Dean/immediate supervisor stating the specific circumstances which justified the taking of such leave.

6. "Member of the immediate family," as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, step-father, step-mother, son, son-in-law, daughter, daughter-in-law, step-child, brother, step-brother, sister or step-sister of the employee, or any relative living in the immediate household of such employee.

D. Paid Leave for Business of Compelling Personal Importance

1. Each unit member, at the discretion of the Superintendent/President, may be granted six (6) days paid leave during the academic year for business of compelling personal importance.
2. Such paid leave requests must:
  - a. be submitted as far in advance as possible, and
  - b. indicate in writing the exact reason/cause of the personal problem which necessitates a paid leave.
3. Such paid leave shall be deducted from the employee's accumulated sick leave.
4. Leave taken pursuant to paragraphs D and N, together with any personal necessity leave under paragraph C shall not exceed six (6) days in any academic year.

E. Paid Leave for Attendance at Professional Conference, Work Shops, and Conventions

Each employee in the bargaining unit, at the sole discretion of the Superintendent/President, may be granted paid leave during an academic year to attend professional conference, work shops, and conventions. If out-of-state travel is required to attend, approval of the Superintendent/President is required.

F. Paid Leave for Individual Convenience

1. An employee in the bargaining unit, at the discretion of the Superintendent/President, may be granted a leave of absence for urgent personal or business need.
2. Such leave shall be limited to no more than ten (10) school days without loss of pay or charge against personal sick leave. Additional leave may be granted with or without pay on prior approval of the Governing Board.
3. Leave described herein may be allowed only after the personal necessity leave and leave for business of compelling personal importance have been exhausted.

G. Sabbatical Leave

1. Purpose

The District may grant sabbatical leave which will benefit the college and the students of the District. The sabbatical leave provides release from regular duties to enable faculty to engage in studies, projects, or other beneficial activities which support the goals of the college district and the students specifically. Paramount in determining the value of the sabbatical leave application must be the projected benefit to the college in general and to the students in particular.

2. Criteria

The proposed plan must significantly relate to the college mission, the faculty member's assignment and should improve professional competence and benefit students.

3. Activities

a. Sabbatical leaves may be granted for the following activities:

1. Retraining in a new discipline when programs/disciplines are reduced or eliminated.
2. A course of study leading to an advanced degree or certificate.
3. Courses or activities designed to bring the applicant abreast of advancement in the applicant's field, or courses which will lead into new, though still related, fields of study.
4. An investigation of methods of instruction in the applicant's field at other institutions.
5. Any independent study which may include workshops, seminars, etc. to benefit the applicant's assignment.
6. Program development.
7. Work experience in business, industry, government, or schools maintained by business or industry to obtain experience related to the applicant's field or teaching.
8. A program may be designed to meet multiple objectives such as study, research, creative or special project, work experience, and/or new program development.

b. For all of the above (1-8) the applicant shall submit specific objectives and demonstrate the relationship to the applicant's institutional assignment.

4. The Application Procedures

a. The application shall:

1. Describe the activity proposed;
2. List the specific objectives of the project/activity and relate them to the general purpose of a sabbatical leave.
3. Describe the kind of report which shall be filed in the Office of Instruction upon completion of the sabbatical leave, in order to allow the Sabbatical Leave Committee and the Superintendent/President to evaluate the success of the leave. Copies of the report shall be on file in the library.

b. Procedures

1. Eligible faculty members shall submit to the Vice President for Instruction through the appropriate Dean/Immediate Supervisor a notice of intention to apply for Sabbatical Leave according to the timelines in Section 7.G.5.
2. The application for Sabbatical Leave shall be submitted in writing to the Vice President for Instruction through the appropriate Dean/Immediate Supervisor according to the timelines in Section 5 below.
3. The Vice President for Instruction shall convene the Sabbatical Leave Committee to review the applications within the established timelines in 7.G.5.
4. No deviations from the stated purposes and objectives of the application can be made once the application is approved. However, if (through no fault of the applicant) the approved plan cannot be followed, the applicant for a full year or fall sabbatical may submit an alternative plan. Such application must be approved by the Sabbatical Leave Committee prior to April 15. The applicant for a spring sabbatical may submit an alternative plan, in the same manner, prior to November 2. The Committee shall then review and submit, with recommendations, the alternative plan to the Superintendent/President for approval or disapproval and submission to the Governing Board.

5. Timelines

a. For a full year or fall semester leaves

1. By October 1 of the academic year preceding the time when the leave is to begin, notice of intention to apply for leave must be filed with the Vice President for Instruction and Immediate Supervisor.
2. By December 1 of the academic year preceding the time when the leave is to begin, application for leave must be filed with the Vice President for Instruction and Immediate Supervisor.
3. By April 2 of the academic year preceding the time when the leave is to begin, any alternate plan must be filed with the Vice President for Instruction and Immediate Supervisor.

4. By April 15 of the academic year preceding the time when the leave is to begin, applications shall be approved or disapproved by the Discipline and the Sabbatical Leave Committee and forwarded to the Superintendent/President.
- b. For spring semester leaves
1. By May 1, of the academic year before the leave is to begin, notice of intention to apply for leave must be filed with the Vice President for Instruction and Immediate Supervisor. Should a new professional growth opportunity occur after the deadlines, and the faculty member has the support of the discipline, an emergency meeting of the Sabbatical Leave Committee shall be called to vote upon acceptance of the sabbatical and forward to the President their recommendation.
  2. By September 15 of the semester before the leave is to begin, application for leave must be filed with the Vice President for Instruction and Immediate Supervisor.
  3. By November 2 of the semester before the leave is to begin, any alternate plan must be filed with the Vice President for Instruction and Immediate Supervisor.
  4. By November 15 of the semester before the leave is to begin, applications shall be reviewed and submitted to the Superintendent/President by the Sabbatical Leave Committee with recommendations for approval or disapproval.
6. Sabbatical Leave Committee

The Sabbatical Leave Committee shall consist of the Vice President for Instruction, one dean, one Presidential designee and four faculty members appointed by the Academic Senate. At the first committee meeting, the chair shall be elected by the committee.

The Sabbatical Leave Committee shall determine whether or not the application(s) fulfill the requirements of Article 7.G.1, 7.G.2, and 7.G.3. Approved applications for sabbatical leave shall be considered in terms of their impact upon the total instructional program of the college and shall be recommended to the Superintendent/President for approval, or disapproval, and submission to the Governing Board.

Prior to submission to the Superintendent/President of all applications, the Sabbatical Leave Committee may review and make suggestions to the applicant(s) regarding the substance and form of the application(s). The final recommendations by the Sabbatical Leave Committee to the Superintendent/President, however, shall not be made until all applications have been received and reviewed in compliance with the sabbatical timelines.

All approved applications shall be ranked according to the following criteria:

- a. Applicants who have not had a sabbatical leave from Hartnell College shall be given first consideration. Applicants who have not had a sabbatical leave from Hartnell College shall be ranked on the basis of length of full-time service at Hartnell College.
- b. Applicants who have had a sabbatical leave shall be given second consideration. Ranking of applicants who have a previous sabbatical shall be based upon the length of full-time service at Hartnell College since the last sabbatical leave.
- c. In the event that applicants have an equal length of full-time service at Hartnell College, then a lottery shall be used to determine ranking.

7. Compensation

Compensation for a full-time load academic staff member shall be seventy percent (70%) of the individual's annual salary for a full year sabbatical or ninety percent (90%) for a one-semester leave. An academic staff member who is granted a sabbatical leave and who, at the time of application for receipt of the leave, is serving less than a full load, shall be compensated on the basis of the ratio that the staff member's load at the time bears to a full-time load.

8. Regulations

- a. An academic member of the staff will be eligible for sabbatical leave after six consecutive years of service to the District.
- b. There will be a control on the number of sabbaticals granted during any one period, so that the instructional program of the college or a subject field will not be adversely affected.
- c. Any sabbatical approved will be subject to the employment of a satisfactory replacement.
- d. Time spent on sabbatical leave shall count as normal service in computing placement on the salary schedule.
- e. Service requirement/bond:
  1. Every employee, as a condition to being granted a sabbatical leave, shall agree in writing to render a period of service in the employ of the Governing Board of the District following his/her return from the leave. That period shall be at least twice the period of the leave.
  2. The compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were teaching in the District, upon the furnishing by the employee of a suitable bond indemnifying the Board of the District against loss in the event that the employee fails to render the agreed upon period of service in the employ of the Board following the return of the employee from the leave of absence. The period of service or the repayment of the bond may be

reduced or excused by the Board in case of mutually voluntary termination of employment.

3. If the Board finds and by resolution declares that the interests of the District will be protected by the written agreement of the employee to return from the leave, the Board in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished.
  4. In absence of a bond or board resolution, compensation granted by the Board to the employee on leave for less than one year may be paid during the first year of service rendered in the employ of the Board following the return of the employee from the leave of absence or, in the event that the leave is for a period of one year, such compensation may be paid in two equal annual installments during the first two years of service following the return of the employee.
  5. The bond shall be exonerated in the event the failure of the employee to return and render the agreed upon period of service is caused by the death or physical or mental disability of the employee.
- f. If the employee does not serve for the entire period of service agreed upon, the amount of compensation paid for the leave of absence shall be reduced by an amount which bears the same proportion to the total amount of time agreed upon. If the employee furnished an indemnity bond, upon default, the proceeds of the bond shall be divided between the employee and the District in the same proportions as the actual amount of time served bears to the amount of time agreed upon. (Education Code Sections 87770 and 87771.)
  - g. Upon approval of a sabbatical leave by the Governing Board, a contract of agreement shall be completed, giving all essential details including the effective beginning and terminating dates, requirement to serve the District at least twice the period of the leave subsequent to a sabbatical leave, salary and method of payment, method of reimbursement should the agreement be broken and other pertinent matters. This contract shall be signed by the Superintendent/President of the College and by the faculty member taking leave.
  - h. Not later than 60 days after returning to active service in the District, the faculty member who has taken sabbatical leave will file with the Vice President for Instruction a written report giving evidence that the program agreed upon has been satisfactorily carried out. The Sabbatical Leave Committee will forward the written report together with its evaluation of the report to the Superintendent/President for distribution to the Governing Board.
  - i. In case the program, as agreed upon in the sabbatical leave contract with the District, is interrupted by serious accident or illness during such leave, and the accident or illness is properly verified by a qualified physician, such interruption shall not constitute a violation of the contract or prejudice the faculty member against receiving the rights and benefits provided for under the terms of the sabbatical leave

policy. However, this provision is based on the fact that such interruption does not extend over a period of time that would cause the purposes of the sabbatical leave to be abandoned. In such latter case, the sabbatical leave would be terminated and a sick leave would be substituted by mutual agreement. In all cases of serious accident or illness of a faculty member on sabbatical leave, the Superintendent/President shall be promptly notified by registered or certified letter after its occurrence and the medical diagnosis. If a sabbatical leave is terminated due to extended illness or serious accident, the sabbatical leave salary shall also be terminated.

#### H. Paid Judicial Leave

6. Sick leave may be used by a bargaining unit member, at the employee's election, if he/she is under subpoena to appear as either a defendant or witness. The leave shall be granted upon presentation of the subpoena to the Superintendent/President. Any faculty member subpoenaed for any matter pertaining to Hartnell College will be granted paid judicial leave without loss of any sick leave. It is expected that the faculty member shall give the District as much prior notice as possible, i.e., forthwith after receipt of the subpoena.
7. The District shall grant leave of absence with pay to any bargaining unit employee regularly called for jury duty (not including the grand jury). The employee shall endorse all fees he/she receives on account of serving as a juror over to the District. Any such employee shall notify his/her supervisor immediately upon being informed that his/her presence is required for jury service. Mileage fees shall not be given to the District.

#### I. Paid and Unpaid Child-Related Leaves

1. The governing board shall provide for leave of absence from duty for any certificated employee of the district who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of leave of absence, including the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician, with written certification from the physician at the beginning of the leave to verify the requirement of absence, including any illness or other disability as a cause.
2. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under health or temporary disability insurance or sick leave plan available in connection with insurance or sick leave plan available in connection with employment by any school district. The District may require verification of the disability from a physician.
3. Paragraph 1 shall be construed as requiring the governing board to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability.

4. An employee is allowed up to one day of paid leave of absence when his/her child is born or arrives. Such time off may be taken in half-day increments and used during birth and/or at the time the child is brought home.

5. Unpaid Leave for Child Rearing:

The District shall grant to a faculty member, upon request, an unpaid leave for child-rearing purposes for a period not to exceed one (1) year following the birth or adoption of a child. A faculty member on such leave shall be able to receive health, dental, and life insurance benefits, provided that the faculty member pays the full month's premium(s) monthly in advance.

J. Unpaid Leave for Serious and Continuing Personal Problem

A faculty member, at the discretion of the Board, may be granted an unpaid leave of absence not to exceed one (1) academic year in case of serious and continuing personal problems. Such request must be submitted as soon as possible, which normally will be done one (1) month prior to the effective date of initiation of the unpaid leave of absence. Faculty on such leave shall be able to receive health, dental, and life insurance benefits, provided that the faculty member pays the full month's premium(s) monthly in advance.

K. Unpaid Leave for Professional Development

A faculty member may, at the discretion of the Board, be granted an unpaid leave of absence not to exceed two (2) years for professional development. Such request for an unpaid leave of absence for professional development must be submitted at least six (6) calendar weeks prior to the effective date of initiation of the unpaid leave. Faculty on such leave shall be able to receive health and life insurance benefits, provided that the faculty member pays the full month's premium(s) monthly in advance.

L. If the advance payment in I, J, and K above is not received by the District by a reasonable deadline, the District must give by Certified Mail notification to the faculty member that he/she has 15 days from date of receipt to pay before the insurance is canceled. If this has to be done more than twice during any leave period, benefits will be canceled.

M. Industrial Accident/Illness Leave

Members shall receive leave with pay for industrial accidents or illnesses for which the member is awarded workers' compensation, subject to the following provisions:

1. Allowable leave shall be for not more than 75 days during which the College is required to be in session or when the member would otherwise have been performing work for the District in any one fiscal year for the same accident;
2. Allowable leave shall not be accumulated from year to year;
3. Industrial accident or illness leave shall commence on the first day of absence;

4. When a member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to any temporary disability indemnity under the Labor Code, will result in a payment of not more than his/her full salary. The phrase "full salary" shall be computed so that it shall not be less than the members "average weekly earnings" under Section 4453 of the Labor Code. The maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be applicable.
5. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave remaining for the same illness or injury.
7. Upon termination of the industrial accident or illness leave, the member shall be entitled to the sick leave and benefits provided in Education Code Sections 87781, and 87786, and for the purposes of each of these sections, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
8. During any paid leave of absence, the member shall endorse to the District, the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue appropriate salary warrants for payment of the member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the member for periods covered by such salary warrants.
9. Any member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the state of California unless the Governing Board authorizes travel outside the state.
10. Upon formal written petition of the employee, the Board reserves the right, in its discretion base on each individual case and facts presented, to grant the member an extension of leave of absence for industrial accident or illness leave.

#### N. Paid Personal Use Leave

1. Each employee in the bargaining unit, at his/her discretion, may utilize up to two (2) days Paid Personal Use Leave during the academic year. The employee is not required to disclose the reason for use of this leave.
2. The unit member shall give 48 hours advance notice for use of this leave.

3. Such Paid Personal Use Leave shall be deducted from the employee's accumulated sick leave.
4. Said leave shall only be taken one day at a time. Neither day can be used to extend a vacation nor can the days be taken consecutively nor with any other leave.

## ARTICLE 8. WORKING CONDITIONS FOR FULL-TIME FACULTY

- A. For purposes of this article, “faculty member” means full-time regular (permanent) or contract (probationary) faculty and regular or contract faculty employed on less than a full-load assignment.
- B. Faculty utilization of services such as secretarial, clerical, laboratory assistant technician, duplication, reader, computer terminal, and multi-media services shall be in accordance with procedures established at the discretion of the District.
- C. Each faculty member shall be provided documentation to permit parking in currently designated staff parking areas. If designated parking areas are full, the faculty member may park in student parking areas.
- D. The participation of faculty members in, or attendance at, a college-sponsored, non-class related event shall be voluntary. For purposes of this Article, counseling and librarianship are considered “class” activities.
- E. Faculty members attendance at commencement is mandatory absent exigent circumstances. Academic attire is required for a faculty member who participates in commencement. Such academic attire shall be furnished by the District at no cost to the faculty member. The District shall attempt to insure that proper academic attire is furnished.

### F. Faculty Meetings:

Any mandatory faculty/staff meetings called by the Board or the administration, shall be scheduled during part of the normal academic year as specified in Article 10. A faculty member shall have at least two (2) days advance notification of such meeting. No faculty meeting shall run more than two (2) hours in length. Faculty meetings are meetings called by college management for a specific purpose, including area meetings; they do not include governance committee meetings.

- G. Early in a given semester, suggested work schedules are course assignments for the following semester will be solicited from the certificated faculty by the appropriate Dean or Director. The suggested work schedules and course assignments will be analyzed by the appropriate Dean or Director in respect to District and student needs. Based on such analysis, the appropriate Dean or Director shall develop the tentative work schedules and class assignments for review by faculty. After consultation with an individual faculty member if such consultation is requested by the faculty member, the Dean or Director may amend the tentative work schedules and class assignments to result in the final work schedules and class assignments.
- H. 1. A work schedule or class assignment dispute that involves more than one faculty member and which cannot be resolved to the mutual satisfaction of both parties shall be resolved by the Vice President for Instruction or Vice President for Student Services as appropriate. The decision of the Vice President shall be a final and binding decision. In the absence of a request for consultation by an individual faculty member or a dispute that requires final

resolution by the Vice President, the tentative work schedules and class assignments made by the appropriate Dean shall be the final work schedules and class assignments.

2. The District shall, in the absence of a request for consultation or need for final resolution of a dispute by the Vice President make a best effort to promulgate the final work schedules and class assignments four (4) weeks in advance of the beginning of a semester.
  - I. In order to make a full-time load for a faculty member, the appropriate Dean or Director may assign a faculty member to a work schedule and class assignments between 8:00 a.m. and 10:30 p.m. with the exception of a single section in physical education, except as otherwise agreed. Two night assignments may be made by the appropriate Dean or Director. In the event that more than two night assignments are proposed, consent of the faculty member is necessary before an assignment can be made. A faculty member may elect to teach less than a full-time load at the appropriate rate of pay rather than be assigned to night classes.
  - J. Assignment to any District worksite shall be at the District's discretion. If a faculty member objects to such an assignment he/she may discuss specific objection to assignment with the appropriate Dean who will attempt to reach a satisfactory resolution. A faculty member assigned outside the locus of primary assignment\* to another District worksite shall be paid, to and from the locus of assignment and the Salinas city limits, the maximum mileage rate authorized by the Internal Revenue Service without attribution to income. The faculty member shall be required to provide his/her own transportation to carry out the District's assignment. The faculty member shall be paid for one hour at the approved hourly lab rate for travel to an assignment outside of the city limits of primary assignment provided the travel is more than 24 miles one way.

There must be a minimum of 2 hours between the end of one assignment and the beginning of another assignment whenever travel of more than 24 miles is required.

On any given day that an assignment is given, no faculty member can be required to travel between two sites involving more than 24 miles of travel, one-way, unless agreed to by the faculty member.

On any given day a faculty member may be assigned to travel from one site to another and return to the original site.

A faculty member shall not be assigned outside the locus of primary assignment more than three days a week.

Without the consent of the faculty member, there shall be no more than 10 hours from the start of the first assignment and the end of the last assignment on days that require more than 24 miles of travel, one-way.

\*Primary assignment is defined as the site for which the faculty member was originally hired.

For the purposes of clarity, the distances between local cities are defined below:

Salinas to King City = 48 miles

King City to Greenfield = 8 miles

Salinas to Greenfield = 40 miles

King City to Soledad = 21 miles

Salinas to Soledad = 27 miles

King City to Gonzales = 30 miles

Salinas to Gonzales = 18 miles

- K. If a class or section of a class taught by a faculty member is canceled before the end of the first two (2) weeks of instruction in a semester because of insufficient enrollment, assignment to another class shall be made, or the District may develop, in consultation with the the faculty member, alternate work assignment(s) equivalent to the amount of work canceled.
- L. In the absence of the consent of a faculty member, a work schedule/class assignment of consecutive lecture discussion classes shall be limited to a maximum of two (2) class periods. In the absence of the consent of a faculty member, a work schedule/class assignment of consecutive laboratory or lecture laboratory classes shall be limited to a maximum of five (5) hours.
- M. The work schedule/class assignment for a faculty member shall be limited to a maximum of three (3) different disciplines/areas which require a different preparation for each course which is in a different discipline/area during a semester.
- N. Without the faculty member's consent, no faculty member shall be given a regular assignment before 9:00 a.m. if the faculty member has a regular assignment beyond 9:00 p.m. the night before.

O. Required Reports

In the event any faculty member does not submit any legally required report needed by the District, such faculty member may not receive any salary warrant, either regular or miscellaneous, until the legally required report is received by the District.

P. Office Hours

1. All faculty members shall be responsible to hold pre-scheduled office hours that are mutually agreeable to the Dean and the instructor at the time that the instructor submits his/her suggested work schedules and course assignments, pursuant to Section 8.A.7, above. A minimum guideline for an acceptable schedule of office hours is one office hour for every lecture class taught, to result in a maximum of five (5) office hours and a minimum of three (3) office hours per week.
2. During the final examination period, faculty members are required to maintain the same number of scheduled office hours as during the semester. The specific timing of the hours shall be established by mutual consent of the faculty member and his/her Dean. If

a faculty member has two or more final examinations on any one day, he/she shall not be required to have an office hour on that day but shall reschedule that office hour to another day. The specific timing of that rescheduled office hour shall also be established by mutual consent of the faculty member and his/her Dean.

Q. Travel Authorization

Faculty travel during non-school time (e.g., summer, winter recess or spring recess) will only be approved or ratified, when in the judgment of the Superintendent/President the benefit to the District is direct and significant.

R. Videotape Instruction

1. The District shall provide advance notification to an instructor of videotaping of his/her class.
2. A videotape of a class may be used by the college only within the semester in which the videotape is made for the convenience of the instructor's students.
3. It is not the intent of the District to utilize videotape to displace an employee from his/her employment position.

ARTICLE 9. WORK LOAD

A. A full load regular teaching assignment in the respective discipline/area shall be as follows:

1. Animal Health Technology, Mathematics and Science

Units shall be equated as follows:

One lecture hour equals one equated unit,  
One laboratory hour equals two-thirds equated unit,  
One discussion hour equals one equated unit.

Animal Health Technology	15 equated units/semester
Astronomy	..... 15 equated units/semester
Biology	15 equated units/semester
Chemistry	15 equated units/semester
Geology	15 equated units/semester
Hazardous Materials Tech.	15 equated units/semester
Mathematics	15 equated units/semester
Meteorology	15 equated units/semester
Oceanography	15 equated units/semester
Physics	15 equated units/semester
Water Technology	15 equated units/semester

2. Occupational Education and Agriculture

Units shall be equated as follows:

One lecture hour equals one equated unit,  
One laboratory hour equals two-thirds equated unit.

Accounting	15 equated units/semester
Administration of Justice	15 equated units/semester
Agriculture Mechanics	17 equated units/semester
Apprenticeship	17 equated units/semester
Automotive Technology	17 equated units/semester
Auto Collision Repair	17 equated units/semester
Bank Operations	15 equated units/semester
Business Office Technology	15 equated units/semester
Computer Information Science	15 equated units/semester
Conference & Court Reporting	15 equated units/semester
Construction Technology	17 equated units/semester
Drafting Technology	17 equated units/semester
Electronics Technology	17 equated units/semester
Engineering	15 equated units/semester
Fire Science	15 equated units/semester
Food Services	17 equated units/semester

General Business	15 equated units/semester
Industrial Technology	17 equated units/semester
Machine Technology	17 equated units/semester
Manufacturing Technology	17 equated units/semester
Mechanical Technology	17 equated units/semester
Mill/Cabinet Technology	17 equated units/semester
Radio/TV Broadcasting	15 equated units/semester
Real Estate	15 equated units/semester
Welding Technology	17 equated units/semester

### 3. Humanities and Social Science

- All Social Science teaching loads will be based on equated units per semester.
- All Fine Arts, Music, and Theatre Arts teaching loads will be based on hours per week.
- All Humanities (English, Literature, Journalism, Reading, and Foreign Languages) teaching loads will be based on equated units per semester.

One lecture hour equals one equated unit;  
 One laboratory hour equals two-thirds equated unit.

Anthropology	15 equated units/semester
Chinese	15 equated units/semester
Economics	15 equated units/semester
English	15 equated units/semester
English as a Second Language	15 equated units/semester
Ethnic Studies	15 equated units/semester
Fine Arts	20 hours/week
French	15 equated units/semester
Geography	15 equated units/semester
German	15 equated units/semester
Graphics	20 hours/week
History	15 equated units/semester
Instrumental Music	20 hours/week
Interdisciplinary Studies	15 equated units/semester
Italian	15 equated units/semester
Japanese	15 equated units/semester
Journalism	15 equated units/semester
Literature	15 equated units/semester
Music	20 hours/week
Philosophy	15 equated units/semester
Photography	20 hours/week
Filipino	15 equated units/semester
Political Science	15 equated units/semester
Psychology	15 equated units/semester
Reading	15 equated units/semester
Social Science	15 equated units/semester

Sociology	15 equated units/semester
Spanish	15 equated units/semester
Speech	15 equated units/semester
Stagecraft	20 hours/week
Theatre Arts/Drama	20 hours/week
Visual Arts	20 hours/week
Vocal Music	20 hours/week

4. Health Education, Physical Education, and Recreation (H.P.E.R.)

A full load teaching assignment (per semester) in the H.P.E.R. area is:

- a. Health Education - 15 lecture hours/week
- b. Recreation - - 15 lecture hours
- c. Physical Education - 22 hours/week

- 1. Full-time **instructors** may be assigned to coaching duties for a maximum of 40% of teaching assignment.
- 2. Coaching hours will be equated as follows:  
1 coaching hour = 2/3 hour

Listed below are the maximum days allowed for the Athletic Trainer and Coaches' stipend rates for each sport.

Athletic Trainer – 22 days per year  
Athletic Trainer part-time assistants – 75 hours per semester

Listed below is a breakdown of each sport and coach stipends (effective July 1, 2007).

Team	Head Coach Stipend	Assistant Coach Stipend (one each sport)	Positional Coach Stipend
Baseball	\$4,500	\$3,500	1 @ \$2,500
Basketball (Men)	\$4,500	\$3,500	
Basketball (Women)	\$4,500	\$3,500	
Cross Country	\$4,500	\$3,500	
Football	\$4,500	\$3,500	4 @ \$2,500
Soccer (Men)	\$4,500	\$3,500	1 @ \$2,500
Soccer (Women)	\$4,500	\$3,500	1 @ \$2,500
Softball	\$4,500	\$3,500	1 @ \$2,500
Track and Field	\$4,500	\$3,500	4 @ \$2,500
Volleyball	\$4,500	\$3,500	

5. Counselor Work Load

*See Side Letter of Agreement dated January 31, 2008 for new language.*

- ~~a. Non-teaching Assignment: Counselor office hours exclusive of any classroom teaching shall be thirty-five (35) hours per week.~~
- ~~b. Teaching Assignment: Counselor office hours shall be less than thirty-five (35) by a factor of 2 hours for each hour of classroom teaching for each in-contract teaching assignment.~~

6. Applied Health and Family Studies

For all of the following disciplines, teaching assignments shall be expressed as:

Child Development	17 equated units/semester
Early Childhood Education	17 equated units/semester
Emergency Medical Technology	17 equated units/semester
Family and Consumer Studies	17 equated units/semester
Instructional Aide	18 minimum, 20 maximum hours
Health Services	17 equated units/semester
Human Services	17 equated units/semester
Geriatric Nursing	15 equated units/semester
Medical/Surgical Nursing	15 equated units/semester
Obstetrical Nursing	15 equated units/semester
Pediatric Nursing	15 equated units/semester
Psychiatric Nursing	15 equated units/semester
Registered Nursing	15 equated units/semester
Vocational Nursing	15 equated units/semester

7. Library

*See Side Letter of Agreement dated January 31, 2008 for new language.*

- ~~a. Non-teaching Assignment: Librarians' hours exclusive of any classroom teaching shall be thirty-five (35) hours per week.~~
- ~~b. Teaching Assignment: Librarians' hours shall be less than thirty-five (35) hours by a factor of 2 hours for each hour of classroom teaching for each in-contract teaching assignment.~~

8. Instructional Specialists

- a. Instructional specialists are those assigned to the following 35-hour-per-week positions:
  - Adaptive Physical Education Specialists
  - Physical Fitness Specialists (for Fitness/Aerobics Center and Fitness Assessment programs)

Learning Skills Specialists (for the Learning labs)

- B. The above work load assignments may, at the discretion of the District, be increased or decreased by no more than one class assignment per semester. In such cases, a balancing assignment shall be made within a two (2) year period.
- C. A balancing assignment shall be made only during a Spring or Fall semester and shall not be made for a Summer session.
- D. By mutual agreement between the District and an individual faculty member, Summer session courses(s) may be approved to balance a work load in a preceding or subsequent academic year.

## ARTICLE 10. REDUCTION TO PART-TIME EMPLOYMENT STATUS

An employee in the bargaining unit may, at the discretion of the Governing Board, be released upon the employee's request from up to fifty (50) percent of a regular load, pursuant to Section 87483, provided that:

1. The request for released time must be submitted before March 1 in the previous academic year before the released time is taken. If the request is for the Spring Semester only, it must be submitted before October 15 in the previous Fall Semester.
2. The employee must have reached the age of fifty-five (55) prior to a reduction in work load.
3. The employee must have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
4. The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.
5. The employee shall be paid a salary which is the pro rata share of the salary the employee would be earning had the employee not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which the employee makes the payments that would be required if the employee remained in full-time employment.
6. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the employee's final year of service in a full-time position.
7. An employee on such leave shall be able to receive health, dental, and life insurance benefits, provided that the employee pays the appropriate premium(s).

## ARTICLE 11. COLLEGE CALENDAR

- A. The academic year shall consist of one-hundred-seventy-six (176) days for returning full-time faculty and one-hundred-seventy-seven (177) days for new full-time faculty. One of the days will be an orientation day for new full-time faculty. One of the days will be an opening day for all full-time faculty. The administration shall be responsible for orientation day and opening day activities. Orientation day, opening day and flex days shall not exceed 6 hours of activities each.
- B. It is understood that a change in the academic calendar is a negotiable issue.
- C. Flex Days
1. Effective with the 2007-08 academic year, five of the remaining 175 days shall be flex days with activities in lieu of regular classroom instruction or student and/or library services. Flex day activities will be designed to improve the college's staff, student, counseling, library and instructional programs.
  2. One of the flex days shall be designated for activities for the whole institution developed jointly by the administration and Staff Development Committee.
  3. A second flex day will be designated for activities within each of the four instructional areas, student services and library services; all activities to be held on the same day. The activities shall be developed jointly by the area faculty and the administrator in charge of each of the instructional areas and services.
  4. One of the flex days will be used to observe Cesar Chavez Day as a non-instructional day during which activities appropriate to the observance of the day will be held. Such activities shall be developed jointly by the administration and Staff Development Committee.
  5. The remaining two flex day will be developed by individual faculty members for their professional growth. With the written approval of the applicable Dean or Administrator by May 31 of the calendar year in which they will be undertaken, these flex activities may be undertaken during the summer prior to the full academic year in which they will be counted..
  6. Flex day activities will be among the following:
    - a. course instruction and evaluation
    - b. staff development, in-service training and instructional improvement
    - c. program and course curriculum or learning resource development and evaluation
    - d. student personnel services
    - e. learning resource services
    - f. related activities, such as student advising, guidance, orientation, matriculation services, and student, faculty and staff diversity

- g. departmental or division meetings, conferences and workshops, and institutional research
7. The activities will be carried out by means of the following modes of delivery:
- a. in-service training
  - b. workshops
  - c. conferences
  - d. seminars
  - e. individual or small group planned projects
  - f. institutionally planned activities
  - g. course work

## ARTICLE 12. CLASS SIZE

### A. MINIMUM CLASS SIZE

1. As the college wishes to offer a comprehensive educational program which would maximize educational opportunities for its students, it may be necessary to maintain some classes which have low enrollments.

A small class may be justified (for example):

- a. if it is a final or advanced class in a sequence,
- b. if it is required to complete a major,
- c. if the class is one for which only limited facilities are available,
- d. if the class must be kept small to meet mandated requirements,
- e. if the nature of the class requires close supervision for the safety of the students,
- f. if the student is unable to take the class at a neighboring community or state college,
- g. if the class is new and experimental in nature,
- h. if the class registration relies upon placement testing,
- i. if the class is offered in order to achieve the best teacher utilization and to balance teacher loads.

However, the above factors do not preclude the District from maintaining or canceling a small class.

2. In the effort to increase weekly student contact hours (WSCH), a multi-section class may be canceled if it has less than twenty-one (21) students enrolled on the Friday immediately preceding the first day of instruction or the third class meeting of a summer session. Day and evening sections are separated for consideration as multiple sections. Sections with enrollment less than five (5) on the Friday four (4) weeks before classes begin, may be cancelled at that time.
3. In the effort to increase weekly student contact hours (WSCH), a single-section class may be canceled if it has less than fifteen (15) students enrolled on the Friday immediately preceding the first day of instruction or the third class meeting of a summer session. Day and evening sections are separated for consideration as multiple sections. Sections with enrollment less than five (5) on the Friday four (4) weeks before classes begin, may be cancelled at that time.
4. In the event of an emergency, as declared by the Board of Trustees, the time lines in 12.A.2 and 12.A.3 may be suspended to rapidly reduce expenditures. An emergency is defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action by the District.
5. The District agrees to inform the HCFA President or designee immediately or within 24 hours of the time the District becomes aware of the circumstances that may cause the emergency condition.

**B. MAXIMUM CLASS SIZE**

1. The Superintendent/President, or designee, shall continue to exercise discretion in the determination of class size resulting in enrollment restriction. The following are class size maximum by area:

Counseling	
Lecture	39
Orientation	50
Early Childhood Education,	55 or
Instructional Aide	number of stations plus three
English	
Composition	31
Literature	39
ESOL	
Lecture	31
Lab	number of stations plus three
Fine Arts	
Activity & studio classes	number of stations plus three
Lecture	45
Music Practicum	100
Foreign Language	31
Learning Skills	
English	31
Math	40
Library	
Self-paced	100
Lecture/Lab	28
Math	39
Occupational Education	
Lecture/Lab	number of stations plus three
Lecture only	45
Lab only	number of stations plus three
Nursing (Clinical)	Meet state requirements
Vocational Education	
Lecture only	32
Physical Education	number of stations plus four
Science	
Lecture with Lab	81 or number of lab stations

Lecture only	55
Social Science	53
Speech	31

2. The restriction set forth in Article 12.B.1, above, shall not preclude an individual instructor from accepting a larger number of students.
- C. The Superintendent/President or designee shall continue to exercise discretion in determining, no later than the end of the second week of a fall or spring semester or no later than the fifth (5th) day of a summer session, the transferring of students to a class with fewer students or the creation of additional class sections resulting in classes having no more students than the number of desks/seats/stations/space that the classroom can reasonably accommodate without impairing the learning environment or student safety.

## ARTICLE 13. EVALUATION OF REGULAR (TENURED) ACADEMIC PERSONNEL

### A. PURPOSE

The basic reasons for evaluation are to (1) improve the educational programs of the District; (2) recognize outstanding performance; (3) improve satisfactory performance and further the growth of employees who are performing satisfactorily; (4) identify weak performance and assist employees in achieving required improvement; and (5) document unsatisfactory performance.

Evaluation, as provided in this Article, is an on-going process. However, it is understood that potential problems should be identified and discussed as they arise, in order to further the purposes of this Article.

### B. GENERAL PROVISIONS

1. Upon 24 hours notice, a faculty member may examine his/her personnel file on days on which the Human Resources and Equal Employment Opportunity Office is open and may obtain copies of any material placed in the file as a result of the evaluation procedure. Upon written permission of the faculty member, an Association representative may review the teacher's file, or accompany the teacher in his/her review of the file.
2. Alleged violations in the procedures set forth in this Article shall be subject to the grievance procedure set forth in Article 16. However, the contents of an evaluation shall not be subject to the grievance procedure.
3. Regular academic faculty shall be evaluated at least once every six (6) regular semesters in compliance with Education Code Section 87663.
4. Definition: "Day" as used herein means any day that the District administrative office is open.

### C. EVALUATION CRITERIA

1. Professional Competence
  - a. Demonstrates knowledge and currency in field of expertise.
  - b. Demonstrates effective preparation and planning.
  - c. Knows and uses appropriate methods and techniques to achieve goals and objectives in the areas of service.
  - d. Gives clear assignments and directions and provides clear and appropriate advice and counsel.
  - e. Provides an environment in which the dignity and individuality of the student are respected.

- f. Expresses ideas clearly and accurately both orally and in writing.
- g. Maintains appropriate reports and records.
- h. Completes and submits an annual Professional Growth report.

## 2. Professional Conduct

- a. Is willing to help the student with his/her academic growth and/or educational and career planning.
- b. Meets obligations resulting from state mandates or district policies in a timely manner.
- c. Works cooperatively and professionally with others.
- d. Considers constructive suggestions.
- e. Is willing to investigate new ideas, methods and techniques.
- f. Avails himself/herself of opportunities for professional growth.
- g. Participates in professional activities such as committee participation, development of new curricula, cooperation with local high schools and community groups, articulation with colleges and universities.
- h. Participates with advisory committees, when appropriate, and program evaluation.

## D. PROCEDURES

1. The evaluation shall be coordinated by the faculty member's direct supervisor. The direct supervisor shall conduct work site observations and complete the supervisor's evaluation report.
2. The evaluatee shall select a peer faculty member, from the same or a closely related discipline to perform the Peer Evaluation.
  - a. Each faculty member may be required to perform up to 2 peer evaluations per semester on other faculty members.
  - b. A faculty member may decline to evaluate one faculty member per semester, if selected as the peer evaluator. The requirement of up to 3 evaluations per year may still be required of that faculty member.
3. Notification of intent to evaluate
  - a. Prior to September 30th, the District must notify, in writing, any instructor who is to be evaluated during the upcoming academic year.

- b. A pre-evaluation conference between the instructor, the peer evaluator and the District supervisor shall be held prior to the evaluation process beginning.

#### 4. Pre-evaluation Conference

- a. Prior to the pre-evaluation conference being held, a copy of this procedure shall be sent to the evaluatee, including all forms.
- b. The purpose of the conference shall be to discuss the standards and procedures upon which the evaluation will be based and coordinate the peer evaluation.

#### 5. Direct Supervisor, Peer Evaluator and Evaluatee Responsibilities

- a. The direct supervisor shall be responsible for: (1) performing work site observation(s); (2) providing the student appraisal forms; (3) preparing the supervisor evaluation report; and (4) coordinating the peer evaluation.
- b. The evaluatee is responsible for: (1) providing instructional materials, such as class outlines, study guides, examinations, syllabi, course objectives; (2) a professional growth report, a report of college-related activities, and a self-appraisal may be included as part of the evaluation process (forms attached); and (3) selecting the peer evaluator from the same or a closely related discipline.
- c. The peer evaluator shall be responsible for: (1) meeting and discussing evaluation objectives; (2) performing work site observation(s); and (3) preparing the peer work site observation report(s).

#### 6. Components of the Evaluation

##### a. Work Site Observations

The direct supervisor and the peer evaluator shall observe the work performance of the evaluatee on at least one occasion. The evaluators shall give advance notice of his/her primary observation. Each observation shall be summarized on a work site observation form. The work site observation form is attached as an exhibit.

##### b. Student Appraisals

1. Every student present in at least two of the evaluatee's classes shall be requested by the instructor to submit written evaluations and comments utilizing the student appraisal form. If the evaluatee wishes to have student appraisals from additional classes, he/she may have those students complete the student appraisal form. The instructor shall designate a student to administer and return the student appraisal to the direct supervisor for collation and summarization. The student appraisal form is attached as an exhibit.
2. In classes in which the students need help in understanding the form, the evaluation team will select a person able to provide assistance. In such cases, the

team may appoint the evaluatee to assist the person selected to administer the evaluations, but someone other than the evaluatee will collect the forms and deliver them to the appropriate administrator.

3. For counselors, the evaluatee and the peer shall each select five (5) students for a total of ten (10) to be interviewed by the Vice President for Student Services and the peer.
4. For librarians, the provisions of paragraph b will be used for any teaching assignment. In addition, the evaluatee and the peer shall each select five (5) library users for a total of ten (10) who come in contact with the evaluatee to be interviewed by the immediate supervisor and peer.

c. Professional Growth Report

The evaluatee may submit a written report, which can substitute for the professional growth report (complying with Article 5.B.6) in an evaluation year. This report covers the years between evaluations. The report should include the following:

1. Course work, publications, conferences, workshops, curriculum and instruction development, and any non-traditional professional growth activities. The professional growth report is attached as an exhibit.

d. College-related Activities

The evaluatee may submit a written report which covers the years between evaluations, with supporting attachments as appropriate. The report should include the following:

1. All college-related committees, recruitment, retention, education liaison, special activities, and presentations that are related to the advancement of Hartnell College. The college-related activities report is attached as an exhibit.

e. Self-Appraisal

The evaluatee's written report must include all of the following:

1. A copy of the course materials, and/or counseling materials, which reflect changes, growth, or pedagogical experiments.
2. A written statement of the evaluatee's effectiveness in the classroom and/or counseling activities and in the profession.

f. Peer Evaluation

The purpose of Peer Review evaluations is to serve to improve instructional skills and/or counseling skills and not to form the basis for any employment dismissal. The peer evaluator shall use the forms from Appendix C and complete the work site

observation form using the criteria identified in 13.C.1 & 2. The peer evaluator shall follow the procedures in 13.D, except no overall performance rating shall be given.

g. Evaluation Summary

The direct supervisor shall be responsible for preparing the evaluation summary. The evaluation summary shall address the evaluation criteria found in Article 13.C, using materials supplied in Article 13.D.5.b. The evaluator shall give a full and specific explanation of any “unsatisfactory” rating. Suggestions must be listed in this document.

7. Evaluation

- a. The direct supervisor shall be responsible for the preparation of an evaluation report. The report shall include: a compilation of the student appraisal form’s questions; a copy of the written student comments from the student appraisal forms; the work site observation forms; and the evaluation summary.
- b. The supervisor evaluation report shall contain an overall performance rating of (1) satisfactory performance of duties, or (2) unsatisfactory performance of duties. In the case of an unsatisfactory rating, the supervisor shall list the specific unsatisfactory area(s).
- c. The peer evaluation report shall consist of the work site observation form. A copy of the completed peer evaluation report shall be given to the evaluatee and to the Dean and included with the other material associated with the evaluation.

8. Post-Evaluation Conference

At the post-evaluation conference, the evaluation report can be discussed and amended. The evaluatee shall have ten days, except non-teaching days within the academic year, to submit written comments regarding the evaluation or place a statement in the file regarding remediation. Any such comments shall be attached to the report and retained in the employee’s personnel file.

9. Time Lines

- a. Any faculty member who is to be evaluated during the current academic year shall be notified in writing by September 15th that he/she is to be evaluated.
- b. The evaluatee shall select the peer evaluator and notify his/her direct supervisor in writing of the choice by October 1st.
- c. The pre-evaluation conference shall be held prior to October 15th of the evaluation year.
- d. The specific evaluation timetable for any particular faculty member shall be determined by the direct supervisor and the faculty member.

- e. A copy of both evaluation reports shall be given to the evaluatee prior to April 1.
- f. No evaluation shall extend beyond the academic year in which it was started without the mutual written consent of the evaluatee and the direct supervisor.
- g. The evaluatee has ten days from receipt of the evaluation report to make a written response to the report and have it included in his/her personnel file.

#### E. REMEDIATION OF AN UNSATISFACTORY EVALUATION RATING

The evaluation team, in consultation with the evaluatee, shall prepare a remediation plan in the areas in which the evaluation identifies as needing improvement. The remediation plan shall be developed in the evaluation year, and implemented the following years, with completion by December 15.

1. The evaluatee may choose three avenues of response:
  - a. Write, and have attached to the evaluation reports, a rebuttal to those specific area(s) identified by the supervisor as being unsatisfactory and place it in the evaluatee's personnel file.
  - b. Place a statement of remediation in his/her personnel file with a time line and specific activities to be accomplished. At the completion of the remediation plan, a statement of completion shall be added to the evaluatee's personnel file.
  - c. File a statement of remediation. Present that remediation plan to the supervising Dean and request instructional support. The plan, and those documents verifying the completion of the plan, will be added to the evaluatee's personnel file.

## ARTICLE 14. EVALUATION OF PROBATIONARY FACULTY/TENURE REVIEW

### A. PURPOSE

1. The principal purposes of the probationary faculty evaluation process are (1) to improve the educational programs of the District, (2) to recognize and acknowledge good performance, (3) to assure compliance with the District policies and procedures, (4) to enhance satisfactory performance and help employees further their own growth, (5) to identify weak performance and assist employees in achieving needed improvement, (6) to document unsatisfactory performance and (7) to assist the Governing Board in determining continued employment by the District.
2. The evaluation process shall be sensitive to issues of diversity and affirmative action.

### B. FREQUENCY

Probationary faculty shall be evaluated at least once during each year of probation. More frequent evaluations shall be within the discretion of the District.

### C. CRITERIA

1. During the pre-evaluation conference, the following areas of evaluation shall be addressed. These areas shall subsequently be evaluated:
  - a. Professional Competence
    1. Demonstrates knowledge of field in performance of service.
    2. Demonstrates effective preparation and planning for instruction, including laboratories, clinics, etc.
    3. Knows and uses appropriate materials and methods to achieve goals and objectives of the areas of service.
    4. Gives clear assignments and directions and/or provides clear and appropriate advice and counsel.
    5. Provides an environment in which the dignity and individuality of students are respected.
    6. Expresses ideas clearly and accurately both orally and in writing.
    7. Measures student performance, including the preparation, administration, grading and evaluation of tests, papers, and the reporting of grades.
    8. At the beginning of the semester presents students with clear course objectives and attendance and grading policies.

9. Maintains appropriate reports and records and submits them in a timely manner.
- b. Professional Conduct
    1. Is willing to help students with their academic growth and/or educational and career planning.
    2. Meets obligations resulting from state mandates or District policies, rules and regulations in a timely manner.
    3. Teaches the subject matter described in the college catalog and course outlines.
    4. Works cooperatively and professionally with others.
    5. Considers constructive suggestions.
    6. Is willing to investigate new ideas, methods, and techniques.
    7. Avails himself/herself of opportunities for professional growth.
  2. During the pre-evaluation conference, other specific areas of evaluation may be identified. The following items are examples of areas which may be evaluated:
    - a. Professional Competence
      1. Updates materials and develops or participates in the development of new curriculum.
      2. Returns exams and papers to students within a reasonable period of time.
      3. Objectively presents multiple viewpoints of issues.
    - b. Professional Growth
      1. Research in the field to enhance teaching or to maintain proficiency and growth in one's field of professional specialization.
      2. Research in the field which may lead to publication.
      3. Practice and performance in fine and performing arts, vocational education, athletics, etc.
      4. Editing professional journals or serving as a referee of manuscripts that have been submitted to a journal.
      5. Reviewing texts in one's field of specialization for publishers.
      6. Holding membership or an office in professional associations related to education or one's field of specialization.

7. Attending and participating in meetings, conferences, and conventions of professional associations related to education or one's field of specialization.
  8. Writing proposals or grants.
  9. Acting as a consultant in education or one's field of specialization.
- c. Professional Activities. (Faculty shall not be required to serve during the first year of probation.)
1. Service on department and college committees.
  2. Service on academic senate committees.
  3. Participation in recruitment activities.
  4. Participation on intersegmental articulation committees.
  5. Coordination, advisement, and supervision of student organizations or student activities relevant to the District.
  6. Participation in community service or community projects relevant to the District.

#### D. EVALUATION TEAM COMPOSITION

1. The evaluation team shall consist of the evaluatee, an administrator and a peer selected by the Academic Senate. The peer shall be a faculty member qualified in the FSA of the evaluatee or in a reasonably related FSA.
  - a. For instructional faculty, the administrator is the area Dean.
  - b. For librarians, the administrator is the Director, Library/Instructional Services.
  - c. For student services faculty, the administrator is the Vice President for Student Services.
2. The evaluation team shall be named before the end of the preceding semester, where possible.
3. Whenever possible, the peer shall be the same during the entire probationary period.
4. For good cause, the evaluatee, peer evaluator, or the administrator may ask the appropriate Vice President for a change in peer evaluator. If the Vice President agrees, the Academic Senate shall appoint another peer evaluator. The decision of the Vice President whether to grant the request is final and binding.

#### E. COMPONENTS OF THE EVALUATION

1. Student Appraisals

- a. At least once each year, students from each of the evaluatee's classes shall be given the opportunity to participate in the evaluation by submitting written evaluations and comments utilizing the student appraisal form. The evaluation team will select a person other than the evaluatee to administer the evaluations and return the forms to the appropriate administrator, who will have the material collated and summarized.
  - b. In classes in which the students need help in understanding the form, the evaluation team will select a person able to provide assistance. In such cases, the team may appoint the evaluatee to assist the person selected to administer the evaluations, but someone other than the evaluatee will collect the forms and deliver them to the appropriate administrator.
  - c. For counselors, the evaluatee, the Director of Counseling, Matriculation and Transfer Studies and the peer shall each select three students for a total of nine to be interviewed by the Director of Counseling, Matriculation and Transfer Studies and the peer.
  - d. For librarians, the provisions of paragraph E.1.a. will be used for any teaching assignment. In addition, the evaluatee, the immediate supervisor and the peer shall each select three library users for a total of nine who come in contact with the evaluatee to be interviewed by the immediate supervisor and peer.
  - e. Student appraisals shall be completed by November 15.
2. Reports by Evaluatee

On or before October 15, the evaluatee shall submit to the evaluation team members:

- a. Copies of instructional materials, including samples of course syllabi, study guides and examinations for all his/her classes; or for nonteaching faculty, materials used in the performance of their duties.
- b. Professional Growth Report (Exhibit C.1).
- c. College Related Activities Report (Exhibit C.3).

3. Work Site Observation

- a. Where the immediate supervisor is the dean, the dean and the peer shall each observe at least three (3) of the evaluatee's classes, so that each class is observed.
- b. Where the immediate supervisor is not a dean, the dean shall make at least one work site observation and the immediate supervisor at least two, so that each class is observed.
- c. The evaluator shall complete the work site observation form, attached as Exhibits C.2a. & C.2b.

- d. The classes to be observed shall be decided during the pre-evaluation conference by consensus among the dean, peer and evaluatee. If consensus cannot be reached, then the appropriate Vice-President shall make the determination.
- e. If the evaluatee is in a nonteaching position, e.g., counselor or librarian, the evaluation team members shall review relevant materials and observe the performance of non-teaching duties.
- f. Work site observation shall be completed by November 15.
- g. An additional work site observation may be made by the administrator prior to March 1.

#### 4. Review of Evaluatee's Reports and Materials

The administrator and peer shall review work site observations, student appraisals and the evaluatee's instructional materials and reports including, for non-teaching faculty, the materials used in the performance of their duties.

#### 5. Conferences

##### a. Pre-evaluation conference

Prior to the beginning of the tenure review evaluations, for each year of the tenure process, the evaluatee, the administrator and peer will meet and review the evaluation criteria and procedures and develop an evaluation plan which includes the evaluation time line, classes to be observed and the criteria for professional growth and professional activities.

##### b. Conference(s) with peer

The peer and the evaluatee will meet at least twice a semester to discuss areas such as: teaching techniques, instructional materials, worksite observations, professional relationships and routine requirements of the job.

##### c. Conference(s) with the administrator

The Administrator and the evaluatee shall meet at least once a semester to discuss areas such as: teaching techniques, instructional materials, the worksite observations, district policies, and routine requirements of the job.

- d. Prior to December 1, the administrator and the peer evaluator shall meet to determine if both agree on a rating and on the evaluatee's general strengths and areas needing improvement. In the event there is disagreement, the administrator and the peer evaluator will discuss their differences so as to decide how and what to tell the candidate.

1. The evaluation shall contain an overall rating at the end of the first, second and third year of satisfactory, needs improvement or unsatisfactory. At the end of the fourth year, the rating shall be satisfactory or unsatisfactory.

2. Summary Evaluation Report

The summary evaluation report will contain an overall performance rating and, in the first, second and fourth year, a recommendation for renewal or nonrenewal. The report shall consider the worksite observations, student appraisals, evaluatee reports and other information concerning the professional competence or professional conduct of the evaluatee. If the administrator and peer disagree each may include a separate statement addressing the area(s) of disagreement.

- e. Post-Evaluation Conference

1. Prior to December 10, the administrator and peer evaluator will meet with the evaluatee in the post-evaluation conference and inform the evaluatee of their evaluation and provide the evaluatee with a copy of the worksite observations, student appraisals and summary evaluation report.
2. If the administrator and peer evaluate the evaluatee as “Needs Improvement,” a remediation plan will be jointly developed within 10 working days.

## F. TENURE RECOMMENDATION

1. There shall be one College Tenure Review Committee to review the recommendations of the supervisor and peer. This committee will consist of the Vice President for Instruction or designee, the Vice President for Student Services or designee, the President of the Academic Senate or designee and the Vice President of the Academic Senate or designee.
2. The College Tenure Review committee shall review the recommendations of the evaluators at the end of the first and second year to make the decision to recommend:
  - a. Entering into the next contract.
  - b. Not entering into a contract for the following academic year.
  - c. In exceptional cases, the College Tenure Review Committee may recommend that tenure be granted at the end of the second year.
3. The College Tenure Review committee shall review the recommendations of the evaluators at the end of the fourth year to make the decision to recommend:
  - a. Employing the probationary employee as a tenured employee for all subsequent academic years.
  - b. Not entering into a contract for the following academic year.

4. In the case that the administrator and peer evaluator disagree on a rating and/or the basic observations, both will be asked to address the College Tenure Review committee and that committee will make the final recommendation.
5. If members of the College Tenure Review Committee are not in agreement on the recommendation to be made under F.2. or F.3. above, two or more recommendations may be submitted to the Superintendent/President.
6. The College Tenure Review committee may suggest that a remediation plan be developed by the administrator/peer/evaluatee.
7. The College Tenure Review committee will forward to the Superintendent/President its recommendation(s) for action.
8. The Superintendent/President shall forward to the Governing Board the College Tenure Review committee report along with his/her own recommendation.
9. Prior to March 15, the District and/or the chair of the College Tenure Review committee shall contact the evaluatee and inform him/her of his/her status.

#### G. GRIEVANCE PROCEDURES

1. Education Code Section 87610.1 b-d defines grievable issues. Attached as Exhibit D.
2. A faculty member who is notified of nonrenewal or denial of tenure may appeal by filing a grievance. The faculty member may pursue the matter to arbitration with or without representation by the exclusive representative. If the representative does not initiate arbitration, the faculty member shall file with the College President adequate and reasonable security to pay the faculty member's share of the arbitration.
3. A final decision reached following a grievance or hearing conducted pursuant to subdivision (b) of Section 87610.1 shall be subject to judicial review pursuant to section 1094.5 of the Code of Civil Procedure. (Education Code Section 87611)

#### H. MISCELLANEOUS

1. Refusal of the evaluatee to participate in any element of the evaluation shall release the District, other members of the evaluation team and members of the Tenure Review Committee, from the obligation to complete that part of the evaluation, and may result in termination of the individual's employment contract.
2. Nonsubstantive procedural errors shall not constitute cause for invalidating the evaluation unless the errors are prejudicial errors.
3. All evaluation materials become part of the evaluatee's personnel file. The evaluatee shall have ten (10) days except non-teaching days within the academic year, to submit written comments regarding the evaluation. Any such comments shall be attached to the report and retained in the employee's personnel file.

4. Upon 24 hours notice, a faculty member may examine his/her personnel file on days on which the Personnel and Affirmative Action Services Office is open and may obtain copies of any material placed in the file as a result of the evaluation procedure. Upon written permission of the faculty member, an Association representative may review the teacher's file, or accompany the teacher in his/her review of the file.
5. The District recognizes the right of the evaluatee to participate in Faculty Association activities. These activities will not be a part of the evaluation process.

## ARTICLE 15. GRIEVANCE PROCEDURE

### A. Purpose

To provide an orderly procedure for reviewing and resolving grievance promptly and at the lowest possible management level.

### B. Definition

1. A grievance is defined as formal written allegation by a grievant that the grievant has been adversely affected by violation of a specific article, section, or provision of this Agreement.
  - a. A grievance as defined in this Agreement shall be brought only by this procedure.
  - b. Not included in this definition of grievance is a complain which may, or should as interpreted by the District, be appealed or redressed through some other complaint, appellant, or redress process.
  - c. The Association and the District agree that neither party intends to permit the broadest permissible interpretation of the arbitration clause to reflect public policy as set forth in private industry sector cases which favor a broad scope of arbitration.
2. The term grievant means an employee in the unit or the Association which represents the employee.
3. A “day” (for the purposes of this grievance policy) is any day on which the Business Office of the District is open for business for a normal span of hours.
4. The “immediate supervisor” is the first level manager having immediate jurisdiction over the grievant; the immediate supervisor cannot be eligible to be, or be, represented by the Association.

### C. Time Limits

1. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to the further application of the grievance procedure for the alleged violation of this Agreement.
2. Any grievance or alleged grievance occurring during the period between termination date of this Agreement and the effective date of a successor agreement shall not be processed. Any grievance or alleged grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred more than ten (10) days prior to an informal or oral discussion with the immediate supervisor shall not be processed by the District.

3. Extension or contraction of any limit, by mutual written agreement between the grievant and the appropriate manager at each respective level, is permissible.

#### D. Other Provisions

1. Employee's legal rights: nothing contained herein shall deny to any employee his/her rights under state or federal constitutional laws. No tenured employee shall use the grievance procedure to dispute any action of the District which complies with state law unless said law is permissibly modified by a specific term of the agreement and a grievance concerns the alleged violation of a specific term of this agreement. No employee shall use the grievance procedure to appeal any decision of the District if such decision is applicable to, or be interpretation of the District is compatible with, a state or federal regulatory commission or agency.
2. An employee has the right to present grievances to the District and have such grievances adjusted without intervention of the exclusive representative as long as the adjustment does not constitute a violation of this agreement, and provided further that the District shall provide a copy of the grievance and the proposed resolution to the Association, and the Association has been permitted five (5) days to file a response prior to the District's final decision.
3. No reprisal of any kind will be taken by the Board or the College Administration against any employee because of his/her participation in the grievance process.

#### E. Informal Oral Discussion

Within ten days of the time an act or omission allegedly constituting a violation of this Agreement occurred, the employee shall orally discuss with his/her immediate supervisor the alleged grievance. Such discussion shall occur during non-teaching hours. Within ten days after the oral discussion, the immediate supervisor shall give to the grievant his/her oral response to the alleged grievance.

#### F. Formal Levels

##### Level F.1

- F.1.a Within ten (10) days of the oral response, if the alleged grievance is not resolved, it shall be stated in writing by the grievant on the "statement of grievance" form as provided by the District, (and attached hereto as Exhibit "B"), signed by the grievant, and presented to his/her immediate supervisor, or designee.
- F.1.b The statement of grievance form must be complete, including but not limited to the employee's full names of any witnesses, the date of the occurrence, the date of the informal oral discussion, the date of the informal oral response, a statement describing the supervisor's informal response and the identification by specific paragraph reference (letter or number) of all provisions or sections of the Agreement alleged to have been violated. The

statement of grievance form shall state the contention of the employee with respect to such provisions and shall indicate the specific relief, action or remedy requested.

- F.1.c. A requested relief, action, or remedy which is contrary to, or which involves the granting of a right or a privilege which is not specifically granted by a specific provision of this Agreement invalidates the alleged grievance.
- F.1.d. The immediate supervisor/designee shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the alleged grievance. If the immediate supervisor/designee does not respond within the time limits, the grievant may appeal to the next level.
- F.1.e. Within the above time limits, either the grievant or the immediate supervisor/designee may request a personal conference with the other party.

Level F.2

- F.2.a. In the event the grievant is not satisfied with the decision rendered in Level I, he/she may appeal within ten (10) days after receiving the supervisor's written decision on the appropriate form to the Vice President for Instruction or the Vice President of Student Services, or his/her designee, depending upon which dean his/her immediate supervisor reports to.
- F.2.b. The appeal shall include a copy of the original grievance, a written copy of the decision rendered by his/her immediate supervisor/designee, and a clear, concise statement of the reason(s) for the appeal.
- F.2.c. The appropriate immediate supervisor/designee shall communicate his/her decision to the grievant, in writing, within ten (10) days of receiving the appeal. If the appropriate immediate supervisor/designee does not respond within the time limits, the grievant may appeal to the next level.
- F.2.d. Within the time limits, either the grievant or the appropriate immediate supervisor/designee may request a personal conference with the other party.

Level F.3

- F.3.a. In the event the grievant is not satisfied with the decision rendered in Level II, he/she may appeal within ten (10) days after receiving the supervisor's written decision on the appropriate form to the District Superintendent/President, or his/her designee.
- F.3.b. The appeal shall include copies of the original grievance, the decision of the immediate supervisor/designee, the appeal, the decision of the appropriate Dean/designee, and a clear, concise statement of the reasons for the appeal. The

same, or similar, reasons for appeal to the decisions of the immediate supervisor/designee and the appropriate Dean shall terminate the appeal process.

- F.3.c. The District Superintendent-President/designee shall communicate his/her decision in writing to the grievant within ten (10) days after receiving the grievant's appeal. Either the grievant or the District Superintendent-President/designee may request a personal conference within the above time limits.
- F.3.d. If the District Superintendent-President/designee does not respond within the above time limits, the grievance shall be deemed to be resolved in favor of the grievant if the grievant has, within ten (10) days of the exhausted time limit, mailed to the District Superintendent/President an Order implementing the exact wording of the grievant's last requested relief, action, or remedy. Upon receipt, the District Superintendent/President shall sign such implementing Order forthwith.

#### Level F.4

- F.4.a. If the grievant and the Association are (or the Association as the grievant is) not satisfied with the decision rendered pursuant to Level III, they may submit in writing within ten (10) days after receiving the Superintendent-President's/designee's decision, a request to the Superintendent-President/designee for arbitration of the dispute.
- F.4.b. Upon receipt of the written request, the Superintendent-President shall request the American Arbitration Association to supply a panel of five (5) names. A copy of this request shall be sent to the grievant and the Association. Within ten (10) days of the receipt of the panel of five (5) names, the Superintendent-President/designee, the grievant and Association shall either mutually agree upon an arbitration or notify the American Arbitration Association to select an arbitrator in accordance with its rules.
- F.4.c. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be paid by the District if the arbitrator decides against the District, or by the Association if the arbitrator decides against the Association. If the arbitrator renders a decision which is not clear as to whether the decision is in favor of the District or in favor of the Association, such a decision will be deemed a modified decision. In the case of a modified decision, the arbitrator shall determine pro rata costs to be paid by the District and by the Association. Any expenses incurred by either party in addition to the fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be paid by the party incurring such expenses.
- F.4.d. The rules of the American Arbitration Association shall govern the arbitration process. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit his/her decision solely to the

application and interpretation of the specifically stated provisions of the Agreement. Without limiting the intent and meaning of the above, the arbitration process shall be limited to issues of “rights” and shall not include issues of “interests.”

- F.4.e. The arbitrator shall conduct a hearing and submit his/her findings and decisions in writing to the Board, the grievant, and the Association.
- F.4.f. The decision of the arbitrator shall be final and binding on the District, the grievant, and the Association.

## ARTICLE 16. DISCIPLINE LESS THAN DISMISSAL

### A. Forms of Discipline

Forms of discipline under this article may include a letter of reprimand or suspension with or without pay.

- B. Suspensions will require official Board action and may only be imposed for just cause. Education Code Sections 87735 to 87737 are not covered by this article.

## ARTICLE 17. MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance. Therefore, the Association agrees that from 12:01 a.m. of the first work day immediately following the legal ratification of this Agreement by the District through and inclusive of the meet and negotiate process to conclude a successor agreement to this Agreement, neither the Association, any person acting in its behalf, nor any employee in a classification represented by the Association, shall cause, authorize, engage in, encourage, or sanction: a work stoppage, slow-down, picketing against the District, failure to report for duty, or failure to perform the full and faithful performance of the duties of employment. Neither the Association or any person acting in its behalf shall comply with the request of another labor organization or bargaining unit to engage in such activity in an attempt induce a change in wages, hours of employment, or other terms and conditions of employment.
- B. The District agrees it shall not, during the term of this Agreement, lock-out any employee in the bargaining unit.
- C. An employee shall not be entitled to any wages or District-paid benefits whatsoever if the District determines, to its satisfaction, that the employee is, or has, engaged in any activity prohibited by section "A" of this Article or the District may take other action which it deems appropriate.
- D. If the District determines, to its satisfaction, that section "A" of this Article has been violated by the Association, the District may take remedial action which it deems appropriate.
- E. The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this Agreement and to make every effort toward inducing all employees to fully and faithfully perform their duties. In the event of any activity prohibited by section "A" hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Agreement.

## ARTICLE 18. DISTRICT RIGHTS

- A. The Association recognizes and agrees that the rights of District management derive from the Constitution of the State of California and the Education Code and not from this agreement. All matters not specifically enumerated in this Agreement as rights of the exclusive representative are reserved to the public school employer.

It is further understood that there are no provisions in this Agreement that shall be deemed to limit or curtail the Governing Board or its representatives in any way in the exercise of its power and authorities.

- B. The Association recognizes and agrees that the exercise of the express and implied power, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and, the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- C. The Association recognizes and agrees that the District's powers, rights, authority, duties, and responsibilities include, but are not limited to, the exclusive right, after consultation if required by SB 160 or Title 5 or if deemed appropriate by the Board: to establish its educational policies, goals, and objectives; to ensure the rights and educational opportunities of students; to manage its work force, to direct, select, maintain, determine the work force; to maintain disciplines and efficiency of employees; to evaluate in accordance with negotiated procedures; to determine the qualifications of employees; to determine the extent to which the facilities of the District shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the means of operations, the materials to be used, and the right to introduce new or improved methods and facilities, and to change or alter facilities; to regulate quality and quantity of services and to otherwise take actions necessary to run the entire operation efficiently.
- D. The Association recognizes and agrees that the District retains its rights to suspend this Agreement in case of emergency. The determination of an emergency is solely within the discretion of the District and is expressly excluded from the provision of the Grievance Procedure. Where an emergency is declared, District shall immediately notify the Association. The Association agrees it will abide by such emergency decisions of the Board during the time of the declared emergency. The District and the Association agree to meet and negotiate the effects, if any, as soon as practicable thereafter. For purposes of this Article, "emergency" is defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action by the District..
- E. The specific provisions contained in this Agreement shall prevail over District policies, practices, and procedures; however, in the absence of a specific statement of supersession on a specific provision, District policies, practices, and procedures shall continue to be a discretionary right of the District.

## ARTICLE 19. SAVINGS CLAUSE

If any article or section of this Agreement or an addendum thereto should be held to be invalid by operation of law or by a court of competent jurisdiction, or if compliance or enforcement of any article or section should be restrained, law or order by any governmental authority other than the Board, such article or provision shall be immediately suspended and be of no force and effect. Invalidation of part or portion of this Agreement shall not invalidate any remaining portions and those remaining portions shall remain in full force and effect unless those remaining portions were contingent upon the operations of the invalidated section. Moreover, the parties shall meet within a reasonable period of time to renegotiate any provision or provisions affected by such invalidation.

## ARTICLE 20. FACULTY SERVICE AREAS (FSA)

A. The competency criteria of the District to qualify for an FSA shall be defined in this Article.

1. All full-time faculty, counselors, coaches and librarians shall be assigned at least one FSA at the time of their hire. Any unit member may apply for additional FSA's as per Article 20.C.
2. The FSA will only be needed in the unlikely event of a reduction in force and is not necessary to instruct, coach, counsel or perform librarian duties.
3. The competency criteria of the District to qualify for a FSA are defined below. In addition to the Minimum Qualifications (M.Q.) each faculty member must have met the competency and recency criteria within the FSA. The M.Q.'s are defined by an agreement between the District and the Academic Senate. Any one of the following shall determine the competency of a person for an FSA:

a. Teaching Experience

The person must have satisfactorily taught in an accredited institution of higher learning the equivalent of at least 3 three-unit semester-long courses which either generated FTES or were credit courses appearing in the college catalogue. Short courses (i.e., weekend, two week, or month long courses) shall not meet this requirement. Neither will special project courses or independent study courses meet this requirement. The courses must have been courses in the particular service area and have been taught within 10 years prior to determination of competency.

b. Counselor/Librarian/Coach

The person must have satisfactorily served full-time as a certificated counselor, coach or librarian for at least one full semester at an accredited institution of higher learning within the past 10 years as defined in a. above.

c. Academic Preparation

The person must possess an earned Master or doctoral degree or an approved equivalent defined as 24 units; 12 upper division and 12 graduate units in the discipline in the faculty service area. In disciplines in which a Master Degree is not generally expected or available, either of the following shall qualify:

1. Possession of a Bachelor's Degree from an accredited institution, or equivalent foreign degree, in a discipline reasonable related to the faculty member's assignment, plus two years of professional experience, plus appropriate certification to practice or licensure or its equivalent, if available.
2. Possession of an Associate Degree from an accredited institution in a discipline reasonable related to the faculty member's assignment, plus six years of

professional experience, plus appropriate certification to practice or licensure or its equivalent, if available.

B. The following shall be the Faculty Service Areas for the District:

Coaching	Counseling
Librarianship	Teaching

C. Procedure for applying for additional FSA's.

1. Any request for an additional FSA shall be made on a form developed by the District. The Association shall approve the form prior to its use. A copy is attached as Exhibit E.
2. The form must be completed prior to February 1st to be considered for approval by March 1st of any given academic year.
3. The District shall notify the unit member making the request no later than 30 days after the date of submission of the request as to whether the additional FSA has been granted. If the request is denied, a full written explanation for the denial shall be provided to the unit member.
4. The unit member has the right to grieve the denial of any additional FSA as per Article 16.

## ARTICLE 21. PART-TIME FACULTY

### A. Working Conditions

1. For purposes of this article, “faculty” means part-time hourly faculty.
2. Faculty members’ participation in, or attendance at, all college sponsored non-class related events shall be voluntary. For purposes of this article, counseling and librarianship are considered “class” activity.
3. The District shall make a best effort to notify faculty four (4) weeks in advance of a given regular semester or Summer session, exclusive of short courses, of their tentative course assignment(s) and class meeting time(s) for the ensuing regular semester or Summer session. At the same time, the instructors shall be informed of the minimum enrollment and/or other circumstances that will result in the cancellation of the class assignment. This provision shall in no way restrict the ability of the college to offer course sections as needed.
4. Faculty shall not be required to attend commencement.
5. In the event any faculty member (both full-time and part-time) does not submit any legally required report needed by the District, such faculty member may not receive any salary warrant, either regular or miscellaneous, until the legally required report is received by the District.
6. Part-time faculty members shall be provided parking cards to be used in currently designated parking areas.
7. Part-time faculty shall be extended an invitation to participate in Flex Day activities. Participation shall not be mandatory but on a voluntary basis only.
8. The District recognizes the special contributions part-time faculty make to the success of the College. Part-time faculty members shall have equal opportunity to apply and are encouraged to apply for full-time positions that become available. While not a guarantee of either an interview or full-time appointment, current or prior employment with the District shall be considered in the selection process.

### B. Evaluation of Temporary and Hourly Academic Personnel

1. Temporary and hourly faculty shall be evaluated at least once during the first year of employment and thereafter at least once every six regular semesters.
2. It is understood that in accordance with provisions of the Education Code, employment of temporary and hourly employees is at the will of the District. A satisfactory evaluation by itself does not guarantee continued employment with the college.

3. The District and the Faculty Association, jointly with the Academic Senate, will put together a committee to develop a peer review process for part-time faculty as required by Education Code Section 87663.
4. The primary items for consideration and evaluation of temporary and hourly certificated staff are:
  - a. Expertise in the subject matter/area of assignment.
  - b. Techniques of instruction/counseling/librarianship.
  - c. Acceptance of responsibility.
  - d. Effectiveness of oral and written communication.
  - e. Timeliness of submission of reports.
  - f. Ability to work cooperatively and professionally with others.
5. Upon 24 hours notice, a faculty member may examine his/her personnel file at times the Personnel and Affirmative Action Services Office is open and may obtain copies of any material placed in the file as a result of the evaluation procedure.
6. Educational administrative personnel may observe temporary and hourly employees during the performance of their duties. Such observation shall be with the full knowledge of the faculty member being observed, but need not be preceded by advance notice of such observation.

## ARTICLE 22. DISTANCE EDUCATION

### A. DISTANCE EDUCATION COURSE DEFINITIONS

1. Distance Education (DE) at Hartnell means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology.
2. A DE course is defined as a course in which the required number of instructional hours based on the number of units is conducted online (with the exception of a beginning orientation meeting).
3. A hybrid course is defined as a course in which any of the required number of instructional hours based on the number of units is met face to face as well as online.
4. The same standards of course quality and course/faculty evaluation shall be applied to DE as are applied to traditional classroom courses. In addition, all DE must comply with the Americans with Disabilities Act and all Curriculum Committee guidelines (CCC, Articles 55205, 55207).

### B. FACULTY PREPARATION AND COURSE DEVELOPMENT

1. Faculty wishing to deliver DE courses online must complete an orientation to the course management software (CMS) before or during online course development. Online courses must be delivered using the College's CMS unless prior approval is obtained by the Vice President for Instruction or designee. In addition, to teach online, faculty must have satisfied one of the following:
  - a. Completion of formal coursework in the teaching and delivery of online education prior to teaching an online course.
  - b. Prior online teaching experience.
2. Faculty wishing to deliver DE courses must complete an orientation appropriate to the mode of delivery before or during course development.
3. Faculty who do not meet the requirements of either B.1.a or B.1.b above may deliver a course online while receiving concurrent training with approval from the Vice President for Instruction or designee.
4. Within the first three (3) years of the pilot program, the Association and the District will develop a DE evaluation process.
5. Recognizing that the District is exploring new modes of content delivery by adopting DE classes, a five (5) year pilot program, beginning September 1, 2005 and ending May 31, 2010 will be implemented. The purpose of the pilot program is to evaluate the pedagogical, financial, technical and institutional effects of DE at the College. A 2005-2010 DE Pilot Review Committee (DEPR Committee) consisting of three (3) members of the faculty who are teaching DE classes, two (2) Deans who have at least two (2) faculty members teaching DE classes, the Director of Campus Learning Resource Center and Distance/On-Line Learning, and the Vice President of Instruction (serving as Chair) shall

met at least once per semester to evaluate the DE Program. The DEPR Committee is charged with oversight of all areas of DE and making recommendations regarding DE to the President/Superintendent.

6. Upon completion of the pilot program, the DEPR Committee shall make final recommendations to the College regarding the DE Program, including recommendations as to on-going payment of stipends to faculty members. Final disposition of the matter of stipends and working conditions as DE is a negotiable issue.
7. The DEPR Committee shall study and make recommendations on the subject of on-line office hours in lieu of on campus office hours and its effect on required days of attendance.

C. COMPENSATION FOR DISTANCE EDUCATION ONLINE COURSE DEVELOPMENT:

1. During the pilot program, the sum of \$20,000 per year shall be budgeted for payment of stipends to faculty members under Section C.3. of this Article. The DEPR Committee shall make determinations regarding the award and payments of stipends under Section C.3. of this article.
2. Compensation for development of a DE online course shall only occur when the faculty member, the discipline, and the division Dean have all agreed that there is a need for development of the course. If the faculty member chooses to be compensated, the faculty member will be subject to an ownership claim by the District as described in section F, below.
3. The faculty member shall receive a \$1200 one-time stipend for creation of a DE online course and materials (pro-rated for courses of other than three units of credit) as long as a course cartridge or publisher's materials do not comprise more than 25 percent of the course. For the subsequent creation of DE online courses by the same faculty member, a one-time stipend of \$900 per course will be paid under the same above-referenced conditions. Beginning January 1, 2007, the \$1200 stipend and the \$900 subsequent stipend will undergo a percentage increase equal to the percentage change in the salary ranges each year. The above-referenced stipends will be paid upon completion of the course and material development, and course approval by the Curriculum Committee. There will be a cap of \$20,000 total district expense per fiscal year for all DE course creation activities during the pilot program period defined above.

D. PRESENTATION CONSIDERATIONS FOR DISTANCE EDUCATION (DE) ONLINE COURSE DEVELOPMENT:

1. Enrollment in DE online courses shall be limited to thirty-five (35) students during the first semester of delivery. In second and subsequent semesters of delivery, the maximum class size for classes offered as distance learning shall not exceed forty (40) students per section, unless agreed by the faculty member and dean. In the event that both parties agree, a maximum student overload for a section of a DE course is fifteen (15) students over cap, and shall apply only to second and subsequent semesters of delivery.

## E. DISTANCE EDUCATION ONLINE COURSE SCHEDULING AND PRESENTATION

1. DE online courses will count as part of the Instructor's regular load. The portion of a faculty member's workload that is distance education may not exceed forty percent (40%) of the faculty member's contract workload during the first two semesters of DE instruction. Thereafter, DE workload shall not exceed sixty percent (60%) of a load, unless by special permission of the Dean and Vice-President for Instruction.
2. In DE online courses that employ online interactivity, virtual office hours may be held in proportion to the instructor's distance education load. All office hours during the 'add period' of each semester will be held face-to-face.

## F. COPYRIGHT OWNERSHIP

1. If the faculty member chooses to be compensated for development of a DE online course pursuant to section C, the District and the faculty member shall share the rights to the DE online course. Shared rights means that the faculty member shall have the right of first refusal to teach the course at Hartnell College while employed as a full-time faculty member. Shared rights also means that the District shall have the right to offer/revise the course using the materials developed by the full-time faculty member once the instructor is no longer a full-time faculty member, or if the full-time faculty member has chosen not to teach the DE online course.
2. If the faculty member chooses not to be compensated for development of a DE online course pursuant to section C, the faculty member may claim full rights to any material created outside of the faculty member's employment with the District. Full rights means that the faculty member shall have the right to teach the course at Hartnell College while employed as a full-time faculty member. Full rights also means that the District shall not have the right to use the DE online course materials once the instructor is no longer a full-time faculty member, and shall not have the right to limit the full-time faculty member to teaching the course only at Hartnell College. The faculty member shall only retain the full rights to the material if the creation and development of the course was done without the use of the District's equipment, supplies, human resources, or during the faculty member's contract hours. Creation and development of a DE online course while using the District's equipment, human resources, supplies or during the faculty member's contract hours will result in a claim for shared rights as discussed in section F.1.
3. Responsibility for official registration of copyright will lie with the owner of the copyright. In those cases where there is shared right of ownership, the District will be responsible for filing for registration of copyright for both parties.

ARTICLE 23. TERM OF AGREEMENT

The term of this new agreement shall expire June 30, 2008. The entire contract is subject to renegotiation for the 2008-2009 contract year. The provisions of this Agreement are not vested in/to any employee or the Association, and the Articles of this Agreement shall be in full force and effect from 12:01 a.m. of the first work day immediately following the legal ratification of this Agreement by the District Board of Trustees through and including June 30, 2008.

**HARTNELL COMMUNITY COLLEGE  
DISTRICT\***

**HARTNELL COLLEGE FACULTY  
ASSOCIATION CTA/NEA\***

By: \_\_\_\_\_  
Dr. Edward J. Valeau  
Superintendent-President

By: \_\_\_\_\_  
Christine Svendsen,  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mike Foudy  
Chief Negotiator

By: \_\_\_\_\_  
Dr. Stelvio Locci  
Chief Negotiator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. Kathleen Rose  
Bargaining Team Member

By: \_\_\_\_\_  
Peter Calvert  
Bargaining Team Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tamberly H. Petrovich  
Bargaining Team Member

By: \_\_\_\_\_  
Maria Castillo  
Bargaining Team Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*Original with signatures on file in the Human Resources Office.

EXHIBIT A

NOTICE OF DECISION  
OF THE PUBLIC EMPLOYMENT RELATIONS BOARD

CASE HARTNELL COMMUNITY COLLEGE DISTRICT  
Case No. SF-R-312  
PERB Decision No. 81

EMPLOYER Hartnell Community College District  
156 Homestead Avenue  
Salinas, CA 93901

EMPLOYEE ORGANIZATION Hartnell College Faculty Association,  
CTA/NEA 156 Homestead Avenue  
Salinas, CA 93901

DESCRIPTION OF UNIT

On the foregoing decision and the entire record in this case, the Public Employment Relations Board ORDERS that:

1. The unit appropriate for negotiating shall include all full-time regular and contract certificated employees and all part-time employees and shall exclude all department chairpersons, management, supervisor and confidential employees.
2. Department chairpersons are supervisory employees.

DIRECTION OF ELECTION

Within ten (10) workdays after the employer posts the Notice of Decision, the employee organization shall demonstrate to the regional director at least 30 percent support in the negotiating unit.

The regional director shall conduct an election at the end of the posting period if:

More than one employee organization qualifies for the ballot.

**STATEMENT OF GRIEVANCE**

EXHIBIT B

EMPLOYEE NAME: \_\_\_\_\_

COLLEGE: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

DATE OF ALLEGED GRIEVANCE: \_\_\_\_\_

DATE OF INFORMAL DISCUSSION: \_\_\_\_\_

DATE OF ORAL RESPONSE: \_\_\_\_\_

DATE OF FILING OF THIS STATEMENT: \_\_\_\_\_

SPECIFIC ARTICLES AND SECTION ALLEGED TO HAVE BEEN VIOLATED: \_\_\_\_\_

EMPLOYEE'S STATEMENT OF ALLEGED VIOLATION AND GRIEVANCE. WHAT IS THE FACTUAL CONTENTION? WHAT HAS OCCURRED? PROVIDE FULL FACTS NECESSARY TO SUPPORT YOUR POSITION AND THE NAMES OF ANY WITNESSES: \_\_\_\_\_

STATE FULL RELIEF, REMEDY, ACTION, YOU BELIEVE IS REQUIRED TO RESOLVE THIS ALLEGED GRIEVANCE: \_\_\_\_\_

\*\*\*\*\*

I. IMMEDIATE SUPERVISOR, RESPONSE TO ALLEGED GRIEVANCE: \_\_\_\_\_

DATE OF RECEIPT: \_\_\_\_\_ DATE OF RESPONSE: \_\_\_\_\_

GRIEVANCE RESOLVED: \_\_\_\_\_ GRIEVANCE DENIED: \_\_\_\_\_

\*\*\*\*\*

II. DEAN/DESIGNEE, RESPONSE TO ALLEGED GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF RECEIPT: \_\_\_\_\_ DATE OF RESPONSE: \_\_\_\_\_

GRIEVANCE RESOLVED: \_\_\_\_\_ GRIEVANCE DENIED: \_\_\_\_\_

\*\*\*\*\*

III VICE PRESIDENT/DESIGNEE, RESPONSE TO ALLEGED GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF RECEIPT: \_\_\_\_\_ DATE OF RESPONSE: \_\_\_\_\_

GRIEVANCE RESOLVED: \_\_\_\_\_ GRIEVANCE DENIED: \_\_\_\_\_

\*\*\*\*\*

IV SUPERINTENDENT-PRESIDENT/DESIGNEE, RESPONSE TO ALLEGED GRIEVANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF RECEIPT: \_\_\_\_\_ DATE OF RESPONSE: \_\_\_\_\_

GRIEVANCE RESOLVED: \_\_\_\_\_ GRIEVANCE DENIED: \_\_\_\_\_

\*\*\*\*\*

V REQUEST FOR BINDING ARBITRATION RECEIVED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

\*\*\*\*\*

NOTES:

1. Attach all responses to this form at all levels.
2. Maintain two (2) copies—one for employee, one for District.
3. Time is of the essence at every step.

## FACULTY PROFESSIONAL GROWTH REPORT

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

The following is a format to summarize your experiences within this academic year which have contributed to your growth as a faculty member.

1. COURSE WORK Please describe the courses you have taken and comment on their value to you professionally.
2. CONFERENCE/WORKSHOPS Please describe and briefly comment on the professional value of any activities since your last evaluation.
3. CURRICULUM/INSTRUCTION Please comment on any contributions you have made to the advancement of curriculum and instruction for which you have had responsibility during this academic year. (Can include the following: New Program Development, Total Program Renovation, New Major/Certificate Proposals, Major/Certificate Revisions, New Course Proposals, Course Outline Revisions, and Modification/Improvement of Teaching Methodologies.)
4. PUBLISHING (1) Please list the title of any textbook, workbook or manual which you have completed writing during this academic year, and submit with your report a copy of same which will be returned. (2) Please list and attach any articles you have written for professional publication or grant proposals which you have submitted for acquisition of outside funding during this academic year.
5. NONTRADITIONAL PROFESSIONAL GROWTH ACTIVITIES Please describe any professional growth activities outside the traditional college or academic environment in which you have been involved during the academic year. Include outside employment experience, liaison work with any outside educational or community college agency, or others.

WORK-SITE OBSERVATION

Evaluatee's Name:	Observation Date:
Class Observed:	Class Size: Enrolled-                      Attended-
Course and Ticket Number:	Method of Presentation: Lecture [ ]    Lab [ ]    Lecture/Lab [ ]
Evaluator's Name:	

Using the criteria on the back of this form, evaluate the work-site. Include in the evaluation, both the instructor's observed strong points and deficiencies.

The following are the criteria for preparing the work-site observation report:

1. Did the instructor begin and were students ready to work on time?
2. Did the instructor clearly present the class learning objectives?
3. Did the instructor give evidence of planning class activities which relate appropriately to presented learning objectives?
4. Did the instructor give evidence of monitoring student learning and adjusting instruction to meet learning objectives?
5. Did the instructor use multiple instructional techniques?
6. Did the instructor give clear directions to students?
7. Were the transitions from one topic/concept to another smoothly conducted?
8. Student-Instructor Interaction(s)
  - a. Did the instructor's questions and responses relate to the learning objectives?
  - b. To what degree was there active participation by students? (For example, responding to questions, participation in discussion, taking part in related activity, etc.)
  - c. Did the instructor's responses indicate adequate subject matter expertise?
9. Did the instructor's presentation have enthusiasm, clarity, good intonation, and projection?
10. Did the student reaction indicate understanding of the learning objectives and that the objectives were set at the right level of difficulty and complexity?
11. Did the activity effectively utilize the time allotted for the session?
12. Did the session have closure? (For example, were points summarized effectively, was there a reference made to an assignment for the next session, etc.)

## COLLEGE RELATED ACTIVITIES REPORT

Name: \_\_\_\_\_

Date: \_\_\_\_\_

The following is a format to summarize your college related activities.

1. RECRUITMENT/RETENTION ACTIVITIES Please describe any special activities in which you have been involved during this academic year that support the recruitment and retention of students to Hartnell College. These specific activities may include high school presentations to students, faculty, and parents; television or radio presentations; counseling sessions with students; involvement with student clubs or student activities; and workshops directed for students or student clubs. Indicate for each involvement your accomplishments associated with these activities.
2. EDUCATIONAL LIAISON ACTIVITIES Please describe any professional liaisons with high school faculty or community college or university faculty/staff in an effort to articulate Hartnell College programs, curriculum, or services.
3. COMMITTEE WORK Please list committees (standing or ad hoc, college or other) on which you have served during this academic year that relate to your role as a community college educator. Indicate for each the frequency and nature of your participation and major accomplishments of the committee during the year.
4. SPECIAL ACTIVITIES Please describe any special activities in which you have been involved during this academic year that support the academic or leadership development of students, fellow full-time or part-time instructors. Indicate for each the frequency and nature of your involvement and any major accomplishments associated with these activities.
5. Please describe any formal presentations you have made outside the classroom during this academic year concerning matters relating to your discipline or your role as an educator in the community college setting. (Presentation made to faculty, staff, or students outside the classroom regarding knowledge or experience gained as a result of attending a conference/workshop should be included here.)

## STUDENT APPRAISAL REPORT

This questionnaire gives you an opportunity to anonymously express your views of this course and the way it is being taught. This appraisal is to evaluate your instructor and class only and will not be used for disciplinary or discharge procedures. Indicate the response closest to your view by filling in the appropriate box on the Scantron Form provided.

**SECTION I**                      **ITEMS 1–25**                      Do not mark on this sheet; use Scantron Form provided.

NA (A) = Not Applicable or don't know	A (D) = Agree
SD (B) = Strongly disagree	SA (E) = Strongly Agree
D (C) = Disagree	

1. The instructor has presented the objectives of this course clearly.....1.
2. The instructor is accomplishing the course objectives .....2.
3. The instructor made it clear how I am to be graded in the class .....3.
4. The instructor is prepared and organized for each class.....4.
5. The instructor summarizes or emphasizes major points in lectures or discussions .....5.
6. The instructor starts the class and releases the class on time .....6.
7. The instructor is using class time effectively .....7.
8. The instructor is available for consultations with me .....8.
9. The instructor demonstrates a thorough knowledge of the subject matter .....9.
10. The instructor seems to know when I don't understand the material .....10.
11. The instructor seems genuinely concerned with my progress and is helpful .....11.
12. The instructor stimulates my interest in the subject matter .....12.
13. The instructor has increased my awareness of my potential in this subject area.....13.
14. The examinations measure the important points of the course.....14.
15. The instructor hands back exams and papers in a reasonable amount of time .....15.
16. The instructor makes helpful comments on papers or exams .....16.
17. The instructor raises challenging questions or problems for discussion .....17.
18. In this class I feel free to ask questions or express opinions relative to the subject .....18.
19. The instructor is open to the presentation of other viewpoints.....19.
20. The content of this course is adequate and appropriate.....20.
21. I would recommend this instructor to another student .....21.
22. The class is unorganized and the instructor is seldom prepared.....22.
23. I expect to receive the following grade in this course .....23.  
   A=A    B=B    C=C    D=D    E=F
24. The following is approximately how many college units I have completed .....24.  
   A=0–15    B=16–30    C=31–45    D=46–60
25. The following is an indication of my grade point average 25.  
   A=4.0    B=3.5    C=3.0    D=2.5    E=2.0

### SECTION II

Please provide additional comments about the course or instruction on the attached sheet. You might elaborate on the particular aspects you like most as well as those you like least. Also, how can the course or the way it is taught be improved?

## EVALUATION REPORT

The following is a comprehensive summary of this evaluation.

Satisfactory                       Needs Improvement                       Unsatisfactory

I have discussed this report with my supervisor and received a copy of the report.

I understand I may submit a written response to this report within ten (10) working days.

---

Evaluator's Signature/Date

---

Evaluatee's Signature/Date

## SELF-APPRAISAL GUIDELINES

1. Please comment on your effectiveness both in and outside the classroom. As part of these statements, please include those areas that you consider your strengths and areas to which you intend to give attention in the future. Include any goals that you have as an instructor at Hartnell Community College.
2. Please attach selected materials from courses commonly taught and comment on their effectiveness and use within the course.
3. Please include a statement regarding methods of measuring student achievement and grading and comment on its effectiveness.
4. As appropriate, please comment on professional goals that are not addressed in other places in the evaluation.

## EXHIBIT D

### EDUCATION CODE SECTION 87610.1

§ 87610.1 (Operation contingent) Collective bargaining on tenure evaluation procedures; Challenges to tenure and probation proceedings as grievances; Proceedings on grievances; Supervisory or management employees.

- a) In those districts where tenure evaluation procedures are collectively bargained pursuant to Section 3543 of the Government Code, the faculty's exclusive representative shall consult with the academic senate prior to engaging in collective bargaining on these procedures.
- b) Allegations that the community college district, in a decision to grant 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 probationary employees shall be classified and procedurally addressed as grievances. Allegations that the community college district in a decision to reappoint a probationary employee violated, misinterpreted or misapplied any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances. If there is no contractual grievance procedure resulting in arbitration, these allegations shall proceed to hearing in accordance with Section 87740.

Arbitration as used in this section refers to advisory arbitration, as well as final and binding arbitration.

- c) Any grievance brought pursuant to the provisions of subdivision (b) may be filed by an employee on his or her behalf, or by the exclusive bargaining representative on behalf of an employee or a group of employees in accordance with Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code. The exclusive representative 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. However, if a case proceeds to arbitration with representation by the exclusive representative, the resulting decision shall not be considered a precedent for purposes of interpreting tenure procedures and policies, or the collective bargaining agreement, but instead shall affect only the result in that particular case. When arbitrations are not initiated by the exclusive representative, the district shall require the employee submitting the grievance to file with the arbitrator or another appropriate party designated in the collective bargaining agreement, adequate security to pay the employee's share of the cost of arbitration.
- d) The arbitrator shall be without power to grant tenure, except for failure to give notice on or before March 15 pursuant to subdivision (b) of Section 87610. The arbitrator may issue an appropriate make-whole remedy, which may include, but need not be limited to, back pay and benefits, reemployment in a probationary position, and reconsideration. Procedures for reconsideration of decisions not to grant tenure shall be agreed to by the governing board and the exclusive representative of faculty pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.
- e) Any employees who are primarily engaged in faculty or other bargaining unit duties, who perform "supervisory" or "management" duties incidental to their performance of primary professional duties shall not be deemed supervisory or managerial employees as those terms are defined in Section 3540.1 of the Government Code, because of those duties. These duties include, but are not limited to, serving on hiring, selection, promotion, evaluation, budget development, and affirmative action committees, and making effective recommendations in connection with these activities. These employees whose duties are substantially similar to those of their fellow bargaining unit members shall not be considered supervisory or management employees.

Added Stats 1988 ch 973 § 46.

Editor's Notes—For legislative findings and declarations, including operation contingency, see 1988 Note following Ed C § 66701.

Editor's Notes—For amendment to 1988 uncodified enactment, see the 1989 note following Ed C § 66701.



**HARTNELL COLLEGE  
HUMAN RESOURCES AND  
EQUAL EMPLOYMENT OPPORTUNITY**

**APPLICATION FOR ADDITIONAL FACULTY SERVICE AREA**

NAME: \_\_\_\_\_

AREA: \_\_\_\_\_

FSA Requested (Please complete a separate application for each): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. Competency criteria under which you qualify (i.e. coaching, counseling, librarianship, teaching):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Written justification: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please attach any documentation (i.e. transcripts) to support your application.

Return to Human Resources on or before February 1 in order to be considered during the academic year in which the application is received.