

**AGREEMENT BETWEEN
HARTNELL COMMUNITY COLLEGE DISTRICT
AND
HARTNELL COLLEGE FACULTY ASSOCIATION/CCA/CTA/NEA
FOR
2019-2022**

**RATIFIED BY H.C.F.A./C.T.A./N.E.A.: February 3, 2020
RATIFIED BY THE BOARD OF TRUSTEES: February 4, 2020**

TABLE OF CONTENTS

Article	Page
1. Sole Agreement	1-1
2. Recognition	2-1
3. Association Rights	3-1
4. Organizational Security	4-1
5. Wages	5-1
<i>Salary Schedule 2019-2020</i>	5-1
<i>Salary Schedule 2020-2021</i>	5-2
<i>Salary Schedule 2021-2022</i>	5-3
<i>Salary Schedule Definitions and Criteria</i>	5-3
<i>Miscellaneous Salaries, Regular/Contract Faculty</i>	5-5
<i>Workyear/Pay</i>	5-5
<i>Summer Session and Overload (not in contract)</i>	5-7
<i>Special Project Assignments</i>	5-7
<i>Additional Evaluations</i>	5-8
6. Health and Welfare Benefits	6-1
<i>General</i>	6-1
<i>District Contribution</i>	6-1
<i>Duration of Benefits</i>	6-2
<i>Retirement Health Insurance Benefits</i>	6-2
<i>Expiration Upon Termination or Resignation</i>	6-3
<i>Effective Date for New Employees</i>	6-3
<i>Fringe Benefits Upon Death of Faculty</i>	6-3
<i>Termination After the End of an Academic Year</i>	6-4
7. Leaves for Full-Time Faculty	7-1
<i>Sick Leave</i>	7-1
<i>Deduction of Sick Leave</i>	7-1
<i>Paid Personal Necessity Leave</i>	7-2
<i>Paid Leave for Business of Compelling Personal Importance</i>	7-2
<i>Paid Personal Use Leave</i>	7-3
<i>Paid Bereavement Leave</i>	7-3
<i>Paid Leave for Attendance at Professional Conf., Workshops & Conventions</i>	7-3
<i>Paid Leave for Individual Convenience</i>	7-4
<i>Paid Judicial Leave</i>	7-4
<i>Industrial Accident/Illness Leave</i>	7-4
<i>Pregnancy and Child-Related Leaves</i>	7-5
<i>Unpaid Leave for Serious and Continuing Personal Problem</i>	7-6
<i>Unpaid Leave for Professional Development</i>	7-7

	<i>Requirements for Benefits Continuation</i>	7-7
	<i>Sabbatical Leave</i>	7-7
8.	<u>Working Conditions for Full-Time Faculty</u>	8-1
9.	<u>Work Load</u>	9-1
10.	<u>Reduction to Part-time Employment Status</u>	10-1
11.	<u>College Calendar</u>	11-1
	<i>Flex Activities</i>	11-1
12.	<u>Class Size</u>	12-1
	<i>Minimum Class Size</i>	12-1
	<i>Maximum Class Size</i>	12-1
13.	<u>Evaluation of Regular (Tenured) Academic Personnel</u>	13-1
	<i>Purpose</i>	13-1
	<i>Frequency</i>	13-1
	<i>Assessment Criteria</i>	13-1
	<i>Evaluation Team</i>	13-1
	<i>Components of the Evaluation</i>	13-2
	<i>Work Site Observations</i>	13-2
	<i>Student Appraisals</i>	13-3
	<i>Evaluatee's Goals and Reports</i>	13-3
	<i>Evaluation Summary</i>	13-3
	<i>Procedures, Timelines, Conferences</i>	13-4
	<i>Performance Improvement For A Needs Improvement Or An Unsatisfactory</i>	
	<i>Evaluation Rating</i>	13-6
	<i>Grievance Procedures</i>	13-6
	<i>Miscellaneous Provisions</i>	13-6
14.	<u>Evaluation of Probationary Faculty/Tenure Review</u>	14-1
	<i>Purpose</i>	14-1
	<i>Frequency</i>	14-1
	<i>Assessment Criteria</i>	14-2
	<i>Core Duties</i>	14-2
	<i>Professional Competence</i>	14-2
	<i>Professional Conduct</i>	14-2
	<i>Professional Growth</i>	14-3
	<i>College-Related Activities</i>	14-3
	<i>Professional Goals</i>	14-4
	<i>Evaluation Team</i>	14-4
	<i>Components of the Comprehensive Evaluation</i>	14-5
	<i>Student Appraisals</i>	14-5
	<i>Reports by Evaluatee</i>	14-5
	<i>Worksite Observations</i>	14-6

<i>Evaluator's Assessments</i>	14-8
<i>Conferences</i>	14-8
<i>Pre-evaluation Conference</i>	14-8
<i>Conference(s) with peer</i>	14-8
<i>Conference(s) with the administrator</i>	14-8
<i>Evaluation Team Conference</i>	14-8
<i>Post Evaluation Conference</i>	14-9
<i>Remediation Plan</i>	14-9
<i>Tenure Recommendation</i>	14-10
<i>Grievance Procedures</i>	14-11
<i>Miscellaneous</i>	14-11
15. Grievance Procedure	15-1
<i>Purpose</i>	15-1
<i>Definition</i>	15-1
<i>Time Limits</i>	15-1
<i>Other Provisions</i>	15-2
<i>Informal Oral Discussion</i>	15-2
<i>Formal Levels</i>	15-2
<i>Level F.1</i>	15-2
<i>Level F.2</i>	15-3
<i>Level F.3</i>	15-3
<i>Level F.4</i>	15-4
16. Discipline	16-1
<i>Expectations</i>	16-1
<i>Grounds for Discipline</i>	16-1
<i>Actions Short of Suspension or Dismissal</i>	16-1
<i>Prerequisites for Imposition of Penalties</i>	16-2
<i>Decision Regarding Penalties</i>	16-3
<i>Allowable Penalties</i>	16-3
<i>Procedures</i>	16-3
<i>Postponing Imposition of Penalties</i>	16-4
17. Maintenance of Operations	17-1
18. District Rights	18-1
19. Savings Clause	19-1
20. Faculty Service Areas (FSA's)	20-1
<i>Procedure for Applying for Additional FSA's</i>	20-2
21. Part-time Faculty	21-1
<i>Wages</i>	21-1
<i>Evaluations</i>	21-3
<i>Leaves</i>	21-4

<i>Working Conditions</i>	21-6
<i>Grading</i>	21-9
<i>Copyright</i>	21-9
<i>Assignment of Part-Time Faculty</i>	21-9
<i>Reemployment Preference</i>	21-10
22. Distance Education	22-1
<i>Distance Education Course Definitions</i>	22-1
<i>General Provisions</i>	22-1
<i>Distance Education Standards</i>	22-1
<i>Faculty Preparation and Professional Development</i>	22-2
<i>DE Faculty Expectations</i>	22-2
<i>Copyright</i>	22-3
23. Correctional Facility/Inmate Education Programs	23-1
24. Term of Agreement	24-1
Appendix A Notice of Decision of the Public Employment Relations Board	A-1
Appendix B Statement of Grievance Form	B-1
Appendix C Evaluation Materials	
Reports	
Faculty Professional Growth Report	C-1
College Related Activities Report	C-5
Work Distance Education (move to article 22).....	C-6
Self-Appraisal and Goals Report	C-7
Worksite Observations	
WSO – Adaptive PE	C-10
WSO – Athletic Trainer	C-12
WSO – Coaching	C-14
WSO – Counseling	C-16
WSO – Instructional Specialist	C-18
WSO – Librarian	C-20
WSO – Teaching	C-22
Student Appraisals	
SAF – Athletic Trainer	C-24
SAF – Coach	C-25
SAF – Counseling	C-26
SAF – Librarian (orientation)	C-27
SAF – Librarian (reference)	C-28
SAF – Teaching	C-29
SAF – Teaching (online)	C-30
Appendix D Education Code Section 87610.1 b-d	D-1
Appendix E Application for Additional Faculty Service Area	E-1

Appendix F [Availability for summer teaching](#) F-1
Appendix G [Availability Form for Academic Year, Part-time Faculty](#) G-1
Appendix H [Part-time Faculty Request for Reemployment Preference](#)..... H-1

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 representative

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, PERB Decision No. 81, as amended by Unit Modification Order on January 23, 2019, which NOTICE and Order are attached hereto as Exhibit "A."

ARTICLE 3. ASSOCIATION RIGHTS

- A. 1. The District shall set aside adequate bulletin board space for Association bulletins. All Association bulletins shall be signed and dated by an officer of the Association. 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 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.

3. The Association may access the District e-mail system for union business during non-work hours, under the reasonable regulations contemplated by state law, including:
- a. The Association and its members acknowledge that e-mail communications over the District's server are not confidential.
 - b. The Association agrees to clearly indicate on each such communication that it is a union communication and not a communication on behalf of the college or the District.
 - c. This use is limited to only official business of the union, and does not cover union-favored vendors or any political messages not related to the official business of the Association.
 - d. The Association agrees that it and all of its representatives will be bound by the District's Computer, Electronic Communication, and Network Use Policy and Procedures (BP/AP 3720).
- 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 five (5) faculty members may be designated by the Association at the outset of negotiations to be released as needed from those classes or counseling schedules which conflict with scheduled bargaining sessions. Such release time must be scheduled with the superintendent/president/designee at least ten (10) 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, work site, email 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, work site, email address, 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 as requested by the Association.
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 for association business 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. 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.
- I. 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.
- J. 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.
- K. 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

Note: Education Code Sections 87833 has been amended following the U.S. Supreme Court decision Janus V. AFSCME and SB 866.

- A. Per Education Code section 87833, the District will honor the terms of an employee's written authorization for payroll deductions as represented by the union. The District agrees to deduct regular monthly dues for eligible members of the Association. Such amount shall not be changed for the period of the contract, except as authorized in writing by the California Teachers Association on behalf of the Association. The California Teachers Association shall provide notification to the District regarding members who have authorized payroll deduction of Association dues and the amount to be deducted.
- B. Any requests from bargaining unit members regarding union membership will be directed to the Association President.
- C. The Association agrees to furnish any information needed by the District to fulfill the provisions of the Article.
- D. The District will notify the Association of new faculty orientations.
- E. If procedures in this article are challenged by a unit member, the Association agrees to hold the District harmless and to pay all reasonable legal fees and costs incurred in defending the District against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 5. WAGES

A. SALARY SCHEDULE

Based on a 175-day academic year (176 days for first year faculty), the below are the full-time and part-time faculty salary schedules for 2019-20, 2020-21, and 2021-22. This 175-day academic year shall apply under the current 35-week calendar and under the approved compressed 32-week calendar, upon implementation in 2019-2020, during the term of this contract. It is understood that, under a 32-week calendar, faculty shall fulfill the 175-day work year by providing instruction and/or direct student services during two 16-week semesters, and engage in Flex Day activities, as set forth in Article 11 (“College Calendar”). It is further understood that under the 32-week calendar, students receive the same number of hours of instructions as under the previous 35- week calendar.

Effective July 1, 2019 a 5% increase will be applied to the current full time (FT) salary schedule. Effective July 1, 2020, a 2% increase will be applied to the 2019-2020 FT salary schedule. Effective July 1, 2021 a 1% increase will be applied to the 2020-2021 FT salary schedule. Not-in-contract rates will be increased by 3% in each of the three contract years.

Tables to follow created by Business Office.

2019-2020 Salary Schedule

175 days per academic year

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	55451	58772	62093	65414	68734
2	58372	61,692	65,014	68,335	71,656
3	61293	64,613	67,934	71,255	74,576
4	64213	67,534	70,855	74,176	77,497
5	67134	70,455	73,775	77,096	80,417
6	70054	73,375	76,696	80,017	83,339
7	72975	76,296	79,617	82,937	86,259
8	75895	79,216	82,538	85,859	89,180
9	78816	82,137	85,458	88,780	92,100
10	81736	85,057	88,380	91,701	95,021
11	84658	87,978	91,300	94,621	97,941
12	87578	90,899	94,221	97,542	100,863
13	90500	93,820	97,141	100,462	103,783
14	93420	96,741	100,062	103,383	106,704
15	96341	99,662	102,982	106,303	109,624
16	96341	99,662	105,904	109,224	112,545
17	96341	99,662	108,824	112,144	115,465
18	96341	99,662	108,824	115,066	118,386
19	96341	99,662	108,824	115,066	118,386
20	98749	102,153	108,824	115,066	118,386
NIC (Not in contrt)	Lecture Rate \$77.25	Lab/non-credit rate	\$68.68		

2019-2020 Salary Schedules by Position

HCFA 185 Counselors and Head Coaches						HCFA 195 Hd Librarian, Hd Coach of 2 sports, Nurses					
Step	A	B	C	D	E	Step	A	B	C	D	E
	2019-20	2019-20	2019-20	2019-20	2019-20		2019-20	2019-20	2019-20	2019-20	2019-20
1	58619	62130	65641	69152	72662	1	61787	65489	69189	72890	76589
2	61707	65217	68729	72240	75751	2	65042	68742	72444	76145	79845
3	64796	68305	71816	75327	78838	3	68297	71997	75698	79399	83099
4	67883	71393	74904	78415	81926	4	71551	75252	78953	82654	86354
5	70971	74481	77991	81502	85012	5	74806	78507	82207	85907	89608
6	74057	77568	81079	84590	88100	6	78060	81760	85462	89162	92863
7	77145	80656	84167	87677	91187	7	81315	85015	88717	92416	96117
8	80232	83743	87255	90765	94275	8	84569	88269	91972	95671	99372
9	83320	86831	90342	93853	97362	9	87824	91524	95226	98926	102625
10	86407	89918	93430	96941	100450	10	91077	94778	98481	102181	105880
11	89496	93006	96517	100027	103537	11	94334	98033	101733	105435	109134
12	92583	96093	99605	103115	106626	12	97587	101287	104988	108690	112390
13	95671	99181	102692	106202	109713	13	100842	104542	108242	111944	115644
14	98758	102269	105780	109290	112802	14	104096	107797	111497	115199	118899
15	101846	105357	108866	112377	115889	15	107351	111052	114751	118452	122153
16	101846	105357	111955	115465	118977	16	107351	111052	118007	121707	125408
17	101846	105357	115042	118552	122064	17	107351	111052	121261	124961	128662
18	101846	105357	115042	121641	125151	18	107351	111052	121261	128216	131916
19	101846	105357	115042	121641	125151	19	107351	111052	121261	128216	131916
20	104392	107990	115042	121641	125151	20	110035	113828	121261	128216	131916

HCFA 199 Athletic Trainer

Step	A	B	C	D	E
	2019-20	2019-20	2019-20	2019-20	2019-20
1	63056	66831	70608	74385	78161
2	66377	70153	73931	77706	81483
3	69699	73474	77251	81027	84804
4	73019	76796	80573	84349	88125
5	76341	80117	83893	87670	91446
6	79661	83438	87214	90991	94768
7	82983	86759	90536	94312	98088
8	86304	90081	93858	97633	101410
9	89625	93402	97179	100955	104730
10	92946	96723	100500	104277	108052
11	96268	100044	103821	107598	111372
12	99589	103364	107142	110919	114696
13	102911	106686	110463	114240	118016
14	106232	110009	113784	117561	121338
15	109553	113330	117105	120881	124658
16	109553	113330	120428	124203	127980
17	109553	113330	123749	127524	131300
18	109553	113330	123749	130846	134622
19	109553	113330	123749	130846	134622
20	112292	116163	123749	130846	134622

2020-2021 Salary Schedule

175 days per academic year

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	56,560	59,947	63,335	66,722	70,109
2	59,539	62,926	66,314	69,702	73,089
3	62,519	65,905	69,293	72,680	76,068
4	65,497	68,885	72,272	75,660	79,047
5	68,477	71,864	75,251	78,638	82,025
6	71,455	74,843	78,230	81,617	85,006
7	74,435	77,822	81,209	84,596	87,984
8	77,413	80,800	84,189	87,576	90,964
9	80,392	83,780	87,167	90,556	93,942
10	83,371	86,758	90,148	93,535	96,921
11	86,351	89,738	93,126	96,513	99,900
12	89,330	92,717	96,105	99,493	102,880
13	92,310	95,696	99,084	102,471	105,859
14	95,288	98,676	102,063	105,451	108,838
15	98,268	101,655	105,042	108,429	111,816
16	98,268	101,655	108,022	111,408	114,796
17	98,268	101,655	111,000	114,387	117,774
18	98,268	101,655	111,000	117,367	120,754
19	98,268	101,655	111,000	117,367	120,754
20	100,724	104,196	111,000	117,367	120,754

NIC (Not in contrt)	Lecture Rate \$79.57	Lab/non- credit rate	\$70.74
------------------------	-------------------------	-------------------------	---------

2019-2020 Salary Schedules by Position

HCFA 185 Counselors and Head Coaches						HCFA 195 Hd Librarian, Hd Coach of 2 sports, Nurses					
Step	A	B	C	D	E	Step	A	B	C	D	E
	2019-20	2019-20	2019-20	2019-20	2019-20		2019-20	2019-20	2019-20	2019-20	2019-20
1	58619	62130	65641	69152	72662	1	61787	65489	69189	72890	76589
2	61707	65217	68729	72240	75751	2	65042	68742	72444	76145	79845
3	64796	68305	71816	75327	78838	3	68297	71997	75698	79399	83099
4	67883	71393	74904	78415	81926	4	71551	75252	78953	82654	86354
5	70971	74481	77991	81502	85012	5	74806	78507	82207	85907	89608
6	74057	77568	81079	84590	88100	6	78060	81760	85462	89162	92863
7	77145	80656	84167	87677	91187	7	81315	85015	88717	92416	96117
8	80232	83743	87255	90765	94275	8	84569	88269	91972	95671	99372
9	83320	86831	90342	93853	97362	9	87824	91524	95226	98926	102625
10	86407	89918	93430	96941	100450	10	91077	94778	98481	102181	105880
11	89496	93006	96517	100027	103537	11	94334	98033	101733	105435	109134
12	92583	96093	99605	103115	106626	12	97587	101287	104988	108690	112390
13	95671	99181	102692	106202	109713	13	100842	104542	108242	111944	115644
14	98758	102269	105780	109290	112802	14	104096	107797	111497	115199	118899
15	101846	105357	108866	112377	115889	15	107351	111052	114751	118452	122153
16	101846	105357	111955	115465	118977	16	107351	111052	118007	121707	125408
17	101846	105357	115042	118552	122064	17	107351	111052	121261	124961	128662
18	101846	105357	115042	121641	125151	18	107351	111052	121261	128216	131916
19	101846	105357	115042	121641	125151	19	107351	111052	121261	128216	131916
20	104392	107990	115042	121641	125151	20	110035	113828	121261	128216	131916

HCFA 199 Athletic Trainer

Step	A	B	C	D	E
	2019-20	2019-20	2019-20	2019-20	2019-20
1	63056	66831	70608	74385	78161
2	66377	70153	73931	77706	81483
3	69699	73474	77251	81027	84804
4	73019	76796	80573	84349	88125
5	76341	80117	83893	87670	91446
6	79661	83438	87214	90991	94768
7	82983	86759	90536	94312	98088
8	86304	90081	93858	97633	101410
9	89625	93402	97179	100955	104730
10	92946	96723	100500	104277	108052
11	96268	100044	103821	107598	111372
12	99589	103364	107142	110919	114696
13	102911	106686	110463	114240	118016
14	106232	110009	113784	117561	121338
15	109553	113330	117105	120881	124658
16	109553	113330	120428	124203	127980
17	109553	113330	123749	127524	131300
18	109553	113330	123749	130846	134622
19	109553	113330	123749	130846	134622
20	112292	116163	123749	130846	134622

2021-2022 Salary Schedule
175 days per academic year

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	57,126	60,546	63,968	67,389	70,810
2	60,134	63,555	66,977	70,399	73,820
3	63,144	66,564	69,986	73,407	76,829
4	66,152	69,574	72,995	76,417	79,837
5	69,162	72,583	76,004	79,424	82,845
6	72,170	75,591	79,012	82,433	85,856
7	75,179	78,600	82,021	85,442	88,864
8	78,187	81,608	85,031	88,452	91,874
9	81,196	84,618	88,039	91,462	94,881
10	84,205	87,626	91,049	94,470	97,890
11	87,215	90,635	94,057	97,478	100,899
12	90,223	93,644	97,066	100,488	103,909
13	93,233	96,653	100,075	103,496	106,918
14	96,241	99,663	103,084	106,506	109,926
15	99,251	102,672	106,092	109,513	112,934
16	99,251	102,672	109,102	112,522	115,944
17	99,251	102,672	112,110	115,531	118,952
18	99,251	102,672	112,110	118,541	121,962
19	99,251	102,672	112,110	118,541	121,962
20	101,731	105,238	112,110	118,541	121,962

NIC (Not in contrt)	Lecture Rate \$81.96	Lab/non-credit rate \$72.86
---------------------	-------------------------	--------------------------------

2021-2022 Salary Schedules By Position

HCFA 185 Counselors and Head Coaches						HCFA 195 Hd Librarian, Hd Coach of 2 sports, Nurses					
Step	A	B	C	D	E	Step	A	B	C	D	E
	2021-22	2021-22	2021-22	2021-22	2021-22		2021-22	2021-22	2021-22	2021-22	2021-22
1	60389	64007	67624	71240	74856	1	63653	67467	71279	75091	78902
2	63570	67186	70805	74422	78039	2	67006	70818	74632	78445	82256
3	66753	70368	73985	77602	81219	3	70360	74171	77984	81797	85609
4	69933	73549	77166	80783	84401	4	73712	77525	81337	85150	88962
5	73114	76731	80347	83963	87579	5	77065	80878	84690	88501	92314
6	76293	79910	83528	87145	90761	6	80417	84229	88043	91854	95667
7	79475	83092	86709	90325	93941	7	83770	87582	91396	95207	99019
8	82655	86272	89890	93506	97123	8	87123	90934	94749	98560	102373
9	85836	89454	93070	96687	100302	9	90476	94288	98102	101914	105725
10	89016	92633	96252	99869	103484	10	93828	97641	101456	105267	109078
11	92199	95815	99431	103048	106664	11	97183	100994	104806	108619	112430
12	95379	98995	102613	106229	109847	12	100534	104346	108159	111973	115784
13	98560	102177	105793	109409	113026	13	103888	107699	111511	115325	119137
14	101740	105357	108975	112591	116209	14	107240	111053	114864	118678	122490
15	104922	108539	112153	115771	119389	15	110593	114406	118216	122029	125842
16	104922	108539	115336	118952	122571	16	110593	114406	121571	125382	129195
17	104922	108539	118516	122132	125750	17	110593	114406	124923	128735	132547
18	104922	108539	118516	125315	128931	18	110593	114406	124923	132088	135900
19	104922	108539	118516	125315	128931	19	110593	114406	124923	132088	135900
20	107545	111252	118516	125315	128931	20	113358	117266	124923	132088	135900

HCFA 199 Athletic Trainer

Step	A	B	C	D	E
	2021-22	2021-22	2021-22	2021-22	2021-22
1	64960	68850	72740	76632	80521
2	68382	72272	76164	80053	83944
3	71804	75692	79584	83474	87365
4	75224	79115	83006	86896	90787
5	78647	82536	86427	90317	94208
6	82067	85958	89848	93739	97630
7	85489	89379	93270	97160	101051
8	88910	92802	96692	100582	104472
9	92332	96223	100114	104004	107893
10	95753	99644	103535	107427	111315
11	99175	103065	106956	110848	114735
12	102597	106485	110378	114268	118160
13	106019	109908	113799	117690	121580
14	109441	113331	117221	121111	125003
15	112861	116753	120641	124532	128423
16	112861	116753	124065	127954	131845
17	112861	116753	127486	131375	135265
18	112861	116753	127486	134798	138687
19	112861	116753	127486	134798	138687
20	115683	119671	127486	134798	138687

B. SALARY SCHEDULE DEFINITIONS AND CRITERIA

1. Educational degrees and credits:

- 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 in 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 colleges or universities that are accredited by regional or national accrediting agencies recognized by the Secretary of Education of the U.S. Department of Education as reliable authorities concerning the quality of education or training offered by the institution of higher education.

Consistent with section 53406 of title 5 of the California Code of Regulations, the transcripts of foreign degrees may be used to establish minimum qualifications and movement on the salary schedule only if their equivalency is established by translation/evaluation by a member agency of NACES, the National Association of Credential Evaluation Services.

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 a Master's Degree.
- c. Column C: Faculty who hold a Master's Degree plus thirty units, or BA/BS Degree plus sixty units with Master's Degree.
- d. Column D: Faculty who hold a Master's Degree plus sixty units or BA/BS plus ninety units with Master's 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, as defined in section B.1.b., above, that verify units/credits and
- b. Approved, verified, 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. In cases where a faculty member has work experience that is directly related to his or her teaching assignment, that experience may be credited as if it is teaching experience. 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. During evaluation years, a faculty member shall not receive an annual increment if he or she receives an unsatisfactory evaluation.
7. Changes in salary columns shall be made only at the beginning of each semester. For changes effective in the Fall semester, the faculty member must file a notice of intention to change columns in the superintendent/president's office by June 1 of that year, and must file with the Human Resources office, before the first Fall pay period, original transcripts showing additional credits earned justifying the move. For changes effective in the Spring semester, the faculty member must file a notice of intention to change columns in the superintendent/president's office by November 1 of the preceding year, and must file with the Human Resources Office, before the first Spring pay period, original transcripts showing additional credits earned justifying the move. Late filings of notice or transcripts will delay the column change as follows: where the submission of the required paperwork occurs no later than the 10th day of any month, column movement shall occur in the pay period that the documentation was provided, if the faculty member is scheduled to receive a pay check in that pay period, otherwise the first pay period for that member after submitting the documentation. If the required paperwork is received later than the 10th day of the month, column movement shall occur in the first pay period for that faculty member, following submission of the required paperwork. 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 approved, regionally accredited four (4) year colleges or universities.

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. Counselors shall work an additional 10 days per year. The additional ten (10) days shall be paid at 1/175 of the contract salary per day and shall be reported to STRS as part of the regular work year required for Counselors. These additional days will be used to provide service during registration, summer session, and intersession, or to engage in professional development of all counseling staff as assigned by the District. 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 cannot 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. For the fall 2019 semester, Nursing instructors shall work the prorated amount of a 181-day academic year calendar. Beginning with the Spring 2020 semester, nursing instructors shall work an additional twenty (20) days above the regular 175-day academic year, with the number of days prorated for the Spring 2020 semester. Thereafter, beginning with the Fall 2020 semester, nursing instructors shall work twenty (20) days above the regular 175-day academic year. The additional days shall be paid at 1/175 of the contract per day and will be reported to STRS as part of the regular work year required for nursing instructors. The days are to compensate for time put in while on call and time put in during school holidays and other time beyond the normal work day and year.
- d. Head athletic coaches who are full time faculty shall work an additional 10 days per year for each sport in which they work in that capacity. The additional days shall be paid at 1/175 of the contract salary per day and shall be reported to STRS as part of the regular work year required for head athletic coaches. These additional days are to compensate for administrative and coordinating duties pertaining to the competitive season that are outside the normal work period. A head coaching assignment for a sport that has combined men's and women's teams shall be considered only one head coaching assignment.

- e. The athletic trainer shall work 24 additional days each year, reflective of the year-round commitment needed to support athletic competition. The additional days shall be paid at 1/175 of the contract salary per day and shall be reported STRS as part of the regular work year required for athletic trainers. These additional days may include work during July. If any additional days are required they shall be paid at the NIC lab rate of pay, and scheduled by mutual agreement.
- f. The head librarian shall work 20 additional days each year for time put in to prepare the library, collections, and library classes for the academic year. These days shall be scheduled during the summer and or winter break as needed. The additional days shall be paid at 1/175th of the contract salary per day and shall be reported to STRS as part of the regular work year required for the head librarian.
- g. Stipends for part-time head coaches, assistant, and positional coaches shall be paid in equal monthly installments over the course of the season. Stipend amounts are as follows:
 - 1. Part-time head coach: \$8,000 per sport
 - 2. Assistant coach: \$7,000 per sport
 - 3. Positional coach: \$4,000 per sport

If two coaches will be splitting the stipend, the head coach or athletic director will inform them of this fact at the time of hire.

2. Summer Session and Overload.

- a. Hartnell College full-time instructors – annual. Full-time instructors will be paid at the appropriate flat rate as listed in the salary chart, above.
- 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 the salary chart, above.
- c. Cooperative work experience education supervision work will be considered a three lecture hour-per-student-supervised-per-semester assignment, for NIC pay purposes.
- 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. Special Project Assignments: 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.

- a. A special project assignment is any mutually agreed upon non-instructional assignment that requires a faculty employee to perform duties other than those that

make up his or her normal teaching, counseling, library, or any other assignment for which the unit member was hired. Faculty may propose creation of a special assignment to provide academic coaching to the applicable Dean. Such requests shall be handled in the same manner as other non-instructional special assignments under this section. It is understood that “academic coach” as used here, differs from club advisors, in that academic coaches participate in local, regional, and/or state regularly scheduled competitive events.

- b. Compensation may take the form of payment or reassigned time, and will take into account the volume of work required, the complexity of the assignment, and whether a grant that funds the work already has set a pay rate for the work. Payment may be structured as a flat stipend or an ongoing payment for the duration of the work. The rate of pay for performing a service shall normally be estimated at no less than the hourly NIC lab rate of pay.

The time required to carry out the assignment, the hourly or stipend amount of pay, and whether reassigned time is available for the assignment shall be determined before the assignment is made.

- c. Special project assignment opportunities that last a semester or longer will be posted on the Human Resources website for a reasonable period of time, at least two weeks, noting the duties, qualifications required, time commitment, deliverables, and compensation to be paid. The announcement will note whether the assignment is eligible for reassigned time.
- d. The selection criteria for special assignments and selection process shall be transparent.
- e. Part-time faculty are eligible to apply for special project assignments, unless otherwise noted in the position announcement.

- 4. Additional Evaluations: Tenured faculty who perform more than three evaluations per year, and part-time faculty who have reemployment preference, shall be compensated for performing these additional evaluations at the rate of \$100 for each evaluation for a part-time faculty or tenured faculty, and \$300 for the evaluation commitment for each probationary faculty that they evaluate. If the peer evaluator completes three evaluations for probationary faculty in the Fall semester and subsequently completes at least one faculty evaluation for part-time or tenured faculty in the Spring, the third probationary evaluation will count as the additional evaluation to be compensated at \$300, and the fourth evaluation of will not be compensated.

ARTICLE 6. HEALTH AND WELFARE BENEFITS

A. GENERAL

1. Full-time employees are eligible for a district contribution toward health and welfare benefits.
2. Health and welfare insurance during the term of this agreement shall be offered through the Joint Powers Authority called Municipalities, Colleges, and Schools Insurance Group (MCSIG, formerly Monterey County Schools Insurance Group).

Insurance providers may be changed during the term of this agreement only upon mutual consent of the District and the Association.

3. In all cases, this contract shall be interpreted so as to comply with California law, federal law, and MCSIG rules and bylaws.

B. DISTRICT CONTRIBUTION

1. The Base Plan includes:
 - a. Medical: MCSIG PPO \$25 (an 80/20 plan)
 - b. Dental: Delta Dental, medium with orthodontia
 - c. Vision: Vision Service Plan (VSP) Plan B

The Base Plan also shall include accidental death and long-term disability coverage for the employee only.

2. These medical, dental, and vision benefits shall be offered in three tiers: employee only, employee plus one, and family.
3. Base Plan premiums for each full-time employee shall be fully paid by the District. Each employee may also elect to have insurance coverage provided for his or her eligible dependents. The District shall contribute 95% of the Base Plan premium amount for qualified dependents. The employee shall pay the remaining 5% of the cost of covering his or her dependents, which shall be paid through payroll deduction.
4. Covered employees may choose any plan offered by MCSIG to which he or she is eligible, according to the rules set by MCSIG. If the total premium of the employee's chosen plan exceeds that of the District Base Plan contribution, the excess cost shall be borne by the employee and made through payroll deduction.
5. If the total premium of the employee's chosen plan is less than that of the District Base Plan contribution, the District shall contribute the difference, up to a monthly amount of \$200, to the employee's HRA account. ("Monthly amounts" are based on a 12-month year of coverage, and not the number of pay cycles the employee elects).
6. The contribution to the HRA account will begin on January 1 of each year.

7. An employee may opt out of MCSIG coverage by following the strict “opt-out” rules and procedures of MCSIG. Opting out of coverage is subject to the \$200 per month limitation on District contribution, described above.

C. 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. Full-time 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.
3. Full-time unit members who go on unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, any full-time unit member on a Board-approved unpaid leave of absence may remain covered by the District’s medical, dental, and vision insurance programs provided that he or 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.
4. If a unit member goes on a partial unpaid leave of absence, then the District contributions to health and welfare benefits will be reduced by the same percentage, and the employee’s responsibility to pay insurance premiums will match the percentage of the unpaid leave.

D. RETIREMENT HEALTH INSURANCE BENEFITS

1. Faculty who qualify for and retire from the state retirement system and who have at least ten (10) years of full-time service with the District are eligible to retire from the District.

Retirees are eligible to participate in the District medical, dental, and vision benefit plans to the same extent that they participated in those plans when they were active employees, as provided in this article, and according to MCSIG rules.

2. Early Retirees: In addition, retirees with a minimum of ten (10) continuous years of full-time service with the District, who have retired from a qualified California state retirement system (STRS or PERS), and who have fully retired from the District, shall qualify for the following benefit:
 - a. A District contribution equal in amount to that received by active employees as set forth in Section B above;
 - b. One (1) year of district contributions for each two (2) full years of continuous full-time district service;
 - c. The district contribution shall cease after 84 continuous months (7 years) or at the time the retiree becomes eligible for federal Medicare benefits, whichever is sooner.

- d. The total District contribution for any retiree shall not exceed that provided to active employees in this group.
 - e. Retirees may not receive a District contribution into an HRA if, e.g., he or she chooses a lower cost plan than the District's base plan.
 - f. For purposes of defining "continuous," leaves of absence and sabbaticals shall not constitute a break in service.
3. 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.
4. Dependents of retirees: Dependents of retirees may continue on the retirees' health insurance plans according to MCSIG rules.
- a. Retirees' dependents who are or become Medicare-eligible must sign up for Medicare according to Medicare's eligibility rules, and may not continue on MCSIG medical insurance. They may continue to be on dental and vision plans to the same extent as they did before retirement.
 - b. After the death of the early retiree, surviving dependents may continue on MCSIG insurance plans for 90 days, as described in paragraph H., below.
 - c. After the death of a self-pay retiree, surviving dependents who were covered on such plans may continue coverage on a self-pay basis.

E. EXPIRATION UPON TERMINATION OR RESIGNATION

The benefits provided in this article for full-time or contract faculty shall remain in effect through the last month of employment. Except in cases of retirement, as described above, in no case shall coverage at a cost to the District continue beyond the employee's date of termination or resignation.

F. EFFECTIVE DATE FOR NEW EMPLOYEES

Health and welfare benefits for new employees shall become effective on the first day of the first full month following the first day of work.

G. 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, above, to the faculty member's covered dependents, for ninety (90) days following the death, plus the remaining portion of that month in which the ninety (90) days expires.

H. TERMINATION AFTER THE END OF AN ACADEMIC YEAR

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.

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. (see Education Code section 87765)
2. 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. (see Education Code section 87781)

Credit for the current year's sick leave shall be awarded at the beginning of the school year. Credit for leave of absence need not be accrued prior to taking leave by the employee, and such leave may be taken any time during the academic year. If the employee does not take the full amount of leave allowed in any school year under this section, the amount not taken shall accumulate, without limit, from year to year.

3. 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 ratio of the absence to the daily assignment. Any total above 1/4 shall be counted at the next 1/4.
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. (see Education Code sections 87780 and 87786)
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. The District shall provide to full-time faculty a balance of their accumulated sick leave on their pay stubs, showing the status of sick leave as of the date stated on the paystubs.
8. Appeals to correct previous accumulated sick leave, used sick leave, and the balance of sick leave will only be accepted if the appeal is filed about a dispute that is a year or less old. The District will respond to an appeal as quickly as practical.
9. 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 PERSONAL NECESSITY LEAVE (See Education Code section 87784)

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 or domestic partner of the employee, and the spouse, domestic partner, 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 LEAVE FOR BUSINESS OF COMPELLING PERSONAL IMPORTANCE (See Education Code section 87781.5)

1. Each unit member, at the discretion of the superintendent/president, may be granted six (6) days of 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 C and D, together with any personal necessity leave under paragraph B shall not exceed six (6) days in any academic year.

D. PAID PERSONAL USE LEAVE

1. Each employee in the bargaining unit, at his/her discretion, may utilize up to ~~two (2)~~ three (3) days of 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 or two days at a time. The days cannot be used to extend a vacation.

E. PAID BEREAVEMENT LEAVE (See Education Code 87788)

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/domestic partner of the employee, and the spouse/domestic partner, 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.

F. PAID LEAVE FOR ATTENDANCE AT PROFESSIONAL CONFERENCE, WORKSHOPS, 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, workshops, and conventions. If out-of-state travel is required to attend, approval of the superintendent/president is required.

G. 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.

H. PAID JUDICIAL LEAVE

1. 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.
2. 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.

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. 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.

J. PREGNANCY AND CHILD-RELATED LEAVES

1. Pregnancy Disability Leave

- a. 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.

- b. 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.
 - c. Paragraph 1.a. 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.
2. Family and Medical Leave--Employees may take Family and Medical Leave in accordance with the federal Family and Medical Leave Act.
3. California Family Rights Act and Parental Leave --Employees may take family leave in accordance with the California Family Rights Act.
- a. Pursuant to Ed. Code section 87780.1, as amended by AB 2393, employees who have exhausted all available sick leave, and who continue to be absent from work on account of parental leave pursuant to section 12945.2 of the Government Code, may use differential pay for the remaining part of the 12-workweek period of parental leave that is not covered by available sick leave.
 - b. For this provision, “parental leave” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.”
 - c. The employee is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.
4. In accordance with Ed Code section 87784.5, an employee may take up to 30 days of leave in a school year, less any days of leave authorized pursuant to sections A or B, in either of the following circumstances:
- a. A biological parent may use this leave within the first year of his or her infant’s birth.
 - b. A nonbiological parent may use leave pursuant to this section within the first year of legally adopting a child.
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

K. 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.

L. 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.

M. REQUIREMENTS FOR BENEFITS CONTINUATION

If the advance payment in J.5., K, and L 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.

N. 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 and the faculty member's assignment, should improve professional competence, and should 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. An independent study, which may include workshops, seminars, etc., that will greatly enhance the applicant's performance of his or her 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 Academic Affairs 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 academic affairs through the appropriate dean/immediate supervisor a notice of intention to apply for Sabbatical Leave according to the timelines in Section 7.N.5.
 - a. Only full-time tenured faculty who have served the District for at least six consecutive years are eligible for sabbatical leave.
 - b. After receiving a sabbatical leave, faculty are ineligible for a leave for the next five years.
2. The application for Sabbatical Leave shall be submitted in writing to the vice president for academic affairs through the appropriate dean/immediate supervisor according to the timelines in Section 5 below.
3. The vice president for academic affairs shall convene the Sabbatical Leave Committee to review the applications within the established timelines in 7.N.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 leave
 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 academic affairs 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 academic affairs and immediate supervisor.
 3. By February 15 of the academic year preceding the time when the leave is to begin, any alternate plan must be filed with the vice president for academic affairs and immediate supervisor.
 4. By March 15 of the academic year preceding the time when the leave is to begin, applications shall be approved or disapproved by the discipline dean or director and the Sabbatical Leave Committee and forwarded to the superintendent/president.

5. Once the decisions have been made, the superintendent/president will communicate to applicants whether the sabbatical leave request was granted or not and a brief reason therefor.
- 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 academic affairs and immediate supervisor. Should a new professional growth opportunity occur after the deadlines, and the faculty member has the support of the discipline dean or director, an emergency meeting of the Sabbatical Leave Committee shall be called to vote upon acceptance of the sabbatical and forward to the superintendent/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 academic affairs 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 academic affairs 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 academic affairs or designee, one dean, one presidential designee and the Academic Senate President or designee and three 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.N.1, 7.N.2, and 7.N.3. If an application does not meet the requirements of any of those sections, it will not be approved. Approved applications for sabbatical leave shall be considered in terms of their impact upon the total instructional program of the college, the impact of the sabbatical on the particular discipline or division in question, 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.

The Sabbatical Leave Committee will rank applications according to the following criteria:

Points	Criterion	Description
40	Growth to applicant	Potential of the plan to result in growth to the applicant in their primary areas of responsibility: a. direct responsibilities (15 points) b. intellectual/academic development (15 points) c. service to the community (10 points)
30	Benefit to others served	Potential of the plan to result in great benefits to: a. students (15 points) b. colleagues, department, college (15 points)
10	Innovation	Degree to which the plan shows innovation and creative approaches to issues or concerns addressed in the plan
10	Merit	Assess the applicant's accomplishments since date of hire or date of last sabbatical in terms of campus leadership activities, intellectual leadership, and community activities related to education or scholarship.
10	Longevity	Years of service/relative seniority.

7. Compensation

Compensation for a full load academic staff member shall be sixty percent (60%) of the individual's annual salary for a full year sabbatical or one hundred percent (100%) for a one-semester leave.

During the sabbatical leave, faculty will retain the same level of District health and welfare benefits, including District contributions.

8. Regulations

- a. Regular full-time faculty may apply for sabbatical leave after six consecutive years of service to the District.
- b. Funding for sabbatical leave will be allocated as part of the annual budget planning process, pending availability of one-time non-operating funds from the previous year.
- 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 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 to 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 District against loss in the event that the employee fails to render the agreed upon period of service in the employ of the District 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 authorize the District to 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 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 District 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 academic affairs 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.

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.
- B. All full-time faculty shall be provided with properly maintained office space that includes, at a minimum, a desk, drawers, a desk chair, shelving, computer, telephone, and a locking door. Office space may be individual or shared. Office space shall be maintained in accordance with applicable safety rules and regulations.
- C. 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.
- D. Each faculty member shall be provided one parking permit that allows the faculty member to park in designated staff parking areas. If designated parking areas are full, the faculty member may park in student parking areas.
- E. The participation of faculty members in, or attendance at, a college-sponsored, non-class-related event shall be voluntary, except when covered by sections F or G of this article. For purposes of this article, counseling and librarianship are considered “class” activities.
- F. Faculty members’ attendance at commencement is mandatory absent illness or emergency and subject to the leaves provisions of Article 7. 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.
- G. Faculty Meetings:

Any mandatory faculty/staff meetings called by the Board or the administration shall be scheduled Monday through Friday, between the hours of 8 AM and 5 PM, during part of the normal academic year as specified in Article 11. A faculty member shall have at least two (2) days’ advance notification of such meeting. No faculty meeting shall run more than four (4) hours in length. Faculty meetings are meetings called by college management for a specific purpose, including, but not limited to, area meetings and town hall meetings if designated as mandatory; they do not include governance committee or council meetings. Unless the faculty member has received permission in advance to be absent, attendance will be mandatory for any meeting called during a normal work week, under this section, that does not conflict with another assigned Hartnell class or activity. Those with classes or approved leaves scheduled at the same time as the meeting are not required to obtain permission for missing the meeting.

- H. Management retains the right of assignment for all faculty. No later than the end of the fourth week of full time classes in a given semester, suggested work schedules or course assignments for the following semester should be solicited from the certificated faculty by the appropriate dean or director (where “director” means any appropriate administrator). 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.
- I. 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 Academic Affairs or vice president for Student Affairs 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 at least four (4) weeks in advance of the beginning of a semester.
- J. 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 7:00 a.m. and 10:30 p.m. (except that physical education classes may start earlier), except as otherwise agreed. Two (2) night assignments may be made by the appropriate dean or director, which may be a single section that is scheduled to meet on two nights, or two separate sections that each meet for one night weekly. In the event that more than two (2) night assignments are proposed, consent of the faculty member is necessary before an assignment can be made. A night assignment is one that extends beyond 6 p.m.
- K. With the limited exception of assignments at correctional facilities (as noted in Article 23), assignment to any District worksite shall be at the District’s discretion. A faculty member who objects to such an assignment may discuss specific objection to assignment with the appropriate dean who will attempt to reach a satisfactory resolution.

For purposes of this section on assignments, “District worksite” includes any campus, education center, school, community center or other facility in which the District holds classes or provides academic or student services.

A faculty member assigned to travel between one District worksite and to another District worksite shall be paid, to and from such assignments, 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 travel time spent by faculty to and from any assignment shall be counted as part of the total time commitment of the member to the District. For assignments completed on the same calendar day, travel between District worksites within the city of Salinas shall be paid on a one-way basis, e.g., for an assignment at the Main Campus followed by an assignment at the Alisal Campus, mileage shall be paid between those two sites, but additional mileage shall only be paid if the instructor has an additional assignment at another site on the same day. Mileage shall be paid only when an instructor actually completes any individual leg of the trip.

There must be a minimum of 2 hours between the end of one assignment and the beginning of another assignment whenever travel between locations of more than 27 miles one way is required.

A faculty member may be assigned to teach at one site, travel to another site to teach, and return to the first site for another teaching assignment if the travel between the two sites is less than or equal to 27 miles each way. If the travel distance between the two sites is greater than 27 miles each way, such assignments require the consent of the member.

- L. A faculty member may not be assigned to work more than three (3) days per week at a site other than the Main or Alisal campus except by consent of the faculty member. The District will attempt to limit the regular assignments of full-time faculty members to fewer than three worksites per semester. Without the consent of the faculty member, there shall be no more than nine (9) hours from the start of the first assignment and the end of the last assignment on days that require more than 27 miles of travel, one-way.

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	
Salinas to Castroville = 14 miles	

- M. If a class or section of a class taught by a full-time 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 faculty member, alternate work assignment(s) equivalent to the amount of work canceled. Any assignment made under this section must conform to all other sections of this Agreement regarding assignment away from the Main or Alisal campus.

- N. 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 three (3) 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.
- O. In the absence of the consent of a faculty member, 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.
- P. 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 or if any such night assignment includes travel from a site more than 27 miles away, one-way, without the member's consent.

Q. Required Reports and Grading

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.

Every faculty member shall determine grades based upon their professional judgment and in accordance with the District's adopted grading policies, in compliance with Title 5 of the California Code of Regulations, sections 55020 et seq., and the California Education Code, sections 76224 and 76232.

R. Office Hours

1. All faculty members shall be responsible to hold between three (3) and five (5) 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.H above. A minimum guideline for an acceptable schedule of office hours is one office hour for every lecture class taught.
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.

S. Travel Authorization

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

T. Instructional Recording

The District shall not record audio or video in any class session without the consent of the instructor.

It is not the intent of the District to utilize any recording to displace an employee from his/her employment position.

- U. The normal work day for faculty shall be no more than eight (8) hours performed over nine (9) hours per day occurring between 6:00 a.m. and 10:30 p.m., Monday through Friday. Classes will not be scheduled between 8:00 a.m. and 5:00 p.m. on Saturday, and between 1:00 p.m. and 5:00 p.m. on Sunday, without the consent of the member.
- V. Full-time faculty members are expected to provide fulltime effort in completing their professional duties. It is the faculty member's responsibility to ensure that any additional employment, including self-employment, does not adversely affect the performance of his or her duties to the district.
- W A full-time faculty member shall be considered to have completed his or her teaching duties when, over the course of two (2) full academic semesters, he or she shall have completed teaching twice the number of units in his or her semester load. Specifically, the fulfillment of the contract shall be measured by the time spent in teaching, not in an arbitrary number of days spent on site.
- X. The District and the Association agree to follow all copyright laws in the use of educational materials. A faculty member's intellectual property remains his or her own and may not be used without permission.

ARTICLE 9. WORK LOAD

A. A full load regular instructional assignment shall be 15 equated units per semester.

Units shall be equated as follows:

One lecture hour equals one equated unit.

One laboratory hour equals two-thirds equated units. "Laboratory hour" includes both hours worked teaching classes designated as lab and hours working with students in the learning labs, e.g., computer lab.

One coaching or P.E. lab hour equals two-thirds equated units.

The "instructional specialist" position is an instructional faculty position in which the full-time laboratory assignment is 22.5 laboratory hours per week in an 18-week calendar (or 15 equated units). The full-time assignment may be any combination of laboratory and classroom hours for 15 equated units.

B. In the off-season, the head coaches shall receive 2.0 equated units of load for promotion, recruiting, and placement of the athletes and the sport. Sports with combined men's and women's teams shall be treated as one team for the purposes of promotion and recruiting. For basketball, which spans two semesters, the off-season load factor will be coordinated with the Director of Athletics.

C. The District recognizes that due to the external oversight and licensing requirements unique to the nursing program, beginning in Spring 2020, Nursing faculty shall receive 1.0 equated units of load per semester for clinical work.

D. Counselor work load shall be thirty-five (35) hours per week. Of this time, thirty (30) hours shall consist of direct student contact, including, but not limited to, face-to-face counseling appointments, drop-in/express counseling appointments, up to two hours that the counselor may designate and block out as follow-up time, and other counseling duties as assigned. The remaining five (5) hours per week shall be devoted to preparation time, professional development, and other service to the college.

Upon implementation of the 16-week semester, counselor workweek will be thirty-eight (38) hours—subject to the approval by the State Chancellor. Unless and until this approval is obtained, the workweek for counselors shall remain at the previously-negotiated 40 hours per week.

The District agrees to join HCFA in an expedited request to the State Chancellor for review and approval of this revision to the District's already approved compressed calendar.

Assuming approval of a thirty-eight (38) hour week, hours will be designated as follows:

1. 30.5 hours direct counseling services to students which may include all of the following, as established in the semester schedule

- a. In-office academic counseling appointments;
- b. Scheduled on-line counseling appointments with counselors trained to deliver on-line academic counseling; and or
- c. Drop-in/express academic counseling appointments.

2. 7.5 unassigned hours. All professional activities other than those described as part of “direct counseling services” shall occur during unassigned time, including, but not limited to: preparation time, follow-up student services, professional development and other college service.

In the event that a 38-hour week is not approved by the Chancellor, assigned and unassigned time will be designated in the same manner as negotiated for the 38-hour week, with 31.5 hours as assigned time, and 8.5 hours as unassigned time.

Counselors who also teach a class within load, in a given semester, shall have their direct contact hours reduced by 1) the number of units per class they are teaching, plus 2) the number of hours equal to the number of units taught, plus 3) one class office hour per class taught.

The class office hour shall be posted on the counselor’s schedule to ensure access for students.

- D. Librarian work load shall be thirty-five (35) hours per week. Of this time, thirty (30) hours shall consist of direct student contact, including, but not limited to, student support and library duties as assigned. The remaining five (5) hours per week shall be spent in preparation, professional development, and other service to the college.

Upon implementation of the 16-week semester, librarian work load will be thirty-eight 38-hours per week, subject to approval by the State Chancellor. Unless and until this approval is obtained, the workweek for librarians shall remain at the previously negotiated 40 hours/week. Of this time, thirty-three (33) hours shall consist of direct student contract, including, but not limited to, student support and library duties as assigned. The remaining five (5) hours per week shall be spent in preparation, professional development, and other service to the college.

The District agrees to join HCFA in an expedited request to the State Chancellor for review and approval this revision to the District’s already-approved compressed calendar.

If a 38-hour week is not approved the direct contact hours obligation will be 34 hours and unassigned time 6 hours.

Librarians who also teach a class within load, in a given semester, shall have their direct contact hours reduced by 1) the number of units per class they are teaching, plus 2) the number of hours equal to the number of units taught, plus 3) one class office hour per class taught.

The class office hour shall be posted on the librarian’s schedule to ensure access for students.

- E. It may be necessary on occasion to increase workloads beyond the full instructional load in order to staff classes. In such cases, the District will first ask for volunteers among full-time faculty to take extra classes. If the assignments cannot be filled by volunteers, the District may then assign one extra class upon consultation with the affected faculty member(s). In that case, the faculty member will be paid at the NIC rate during the semester worked.
- F. It may be necessary on occasion to decrease a faculty member's workload in a given semester. In such cases, the workload will be decreased by no more than one class assignment per semester. A balancing assignment shall be made within a two-year period, by mutual agreement, in fall or spring semester.
- G. By mutual agreement, and in cases where the program is scheduled so that required classes are taught in the summer, the District and individual faculty member may balance the workload over summer, spring, and/or fall of an academic year.
- H. Non-credit assignments are voluntary, and do not normally count toward a faculty member's workload except by mutual agreement to make a faculty member's workload assignment. When non-credit assignments are made to a full-time faculty member, each hour of non-credit instruction shall be worth two-thirds equated unit of credit towards workload.

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-five (175) days for returning full-time faculty and one-hundred-seventy-six (176) days for new full-time faculty.
 - 1. One of the one-hundred seventy-six (176) days will be an orientation day for new full-time faculty, which may occur over two half-days.
 - 2. One of the hundred-seventy-five (175) days will be an opening day for all full-time faculty, called Convocation.
 - 3. The District shall be responsible for planning the orientation day and Convocation day activities.
- B. The fall and spring semesters will each consist of 16 weeks of instruction, beginning as soon as practical after final approval by the Chancellor's Office.
- C. It is understood that a change in the academic calendar is a negotiable issue. The only calendar items to be negotiated are the start and end days of the fall and spring terms, the placement of holidays (where the state provides some flexibility in scheduling), spring break, and flex days.
- D. Graduation is part of the academic calendar.
- E. Cesar Chavez Day shall be a holiday.
- F. Flex Activities
 - 1. Full-time faculty shall be responsible for completion of thirty (30) hours of flex activity in a given academic year.
 - 2. Convocation accounts for six hours of flex activity
 - 3. Two of the remaining 174 days shall be flex days with activities in lieu of regular classroom instruction or student and/or library services. These activities shall be developed jointly by the area administration and the Professional Development and Flex Committee, and shall be scheduled for the two non-holiday week days preceding the Spring semester.
 - a. One of the flex days shall be designated for activities for all full-time faculty, and may also include activities for the whole institution.
 - b. A second flex day will be designated for activities for all full-time faculty or for activities specific to particular instructional areas, student services and library services; all activities to be held on the same day.
 - c. Flex day activities will be designed to improve the college's staff, student, counseling, library, and instructional programs.
 - 4. Part-time faculty are encouraged to participate in flex days, and are eligible for compensation to the extent described in Article 21.D.8.

5. The remaining flex activities will be developed by individual faculty members for their professional growth. Documentation of flex activity is due two weeks before the end of spring semester, and includes completed flex activities as well as activities scheduled to be completed by June 30 of the same year.
6. With the written approval of the responsible 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, provided that the activities are performed July 1 or later.
7. In accordance with the requirements of Title 5, flex activities may be from among, but not limited to, 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
8. 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 that would maximize educational opportunities for its students, it may be necessary to maintain some classes that 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.

Prior to cancelling a class that is the final or advanced class in a sequence, the District will examine the impact to program completion numbers, and student options for degree obtainment. Regardless, the District may maintain or cancel a small class at its discretion.

2. In an effort to increase weekly student contact hours (WSCH), a multi-section class may be canceled if it has fewer than twenty-one (21) students enrolled, and a single-section class may be canceled if it has fewer than fifteen (15) enrolled.

B. MAXIMUM CLASS SIZE

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

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

1. 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.
2. The evaluation process shall be sensitive to issues of diversity. All parties to the evaluation process shall adhere to the District's policy on integrity and ethics.

B. FREQUENCY

1. Regular faculty shall be evaluated at least once every six (6) semesters in compliance with Education Code Section 87663.
2. More frequent evaluations may be conducted when the purpose of the evaluation process will be furthered.
3. If a faculty member receives an unsatisfactory evaluation, then an improvement plan will be created by the evaluation team, and following completion of the plan, an additional evaluation will be scheduled.

C. ASSESSMENT CRITERIA

1. Faculty members shall be assessed according to the core duties, and standards of professional competence, professional conduct, professional growth, and college-related service outlined in Article 14, section C, for probationary faculty, although a higher level of each may be expected of experienced, tenured faculty.

D. EVALUATION TEAM

1. The evaluation team shall consist of the faculty member's direct supervisor and a tenured faculty peer.
 - a. The evaluatee shall select a peer faculty member, normally from the same or a closely related discipline, to perform the peer evaluation.
 - b. Faculty members may not choose each other as peer evaluators during the same evaluation period, provided this does not conflict with the need for disciplinary expertise in the evaluator or diversity in the evaluation team.

- c. In order to benefit from varied perspectives, faculty should choose different peer evaluators during each evaluation period, unless the former peer is assisting the faculty member in achievement toward a particular goal, and consistency would be important in measuring that growth.
 - d. The vice president of academic affairs or student affairs, as appropriate, may choose an administrator other than the direct supervisor to serve on an evaluation team for a faculty member, when such a choice furthers the purposes of evaluation under this article.
 - e. When a faculty member has a documented grievance or complaint against his or her direct supervisor, he or she may request to be evaluated by an administrator in a closely related field; such a request will be handled by the appropriate vice president, whose decision shall be final.
2. Each faculty member may be required to perform up to 2 peer evaluations in any one semester on other faculty members and a up to 3 peer-evaluations in any one academic year. Nothing in this section shall preclude a faculty member from agreeing to perform more evaluations.

E. COMPONENTS OF THE EVALUATION

1. Work Site Observations

- a. The direct supervisor and the peer evaluator shall observe the work performance of the evaluatee on at least one occasion each. The class meetings to be observed shall be decided during the pre-evaluation conference by consensus among the members of the evaluation team, including the evaluatee. Each observation shall be summarized on a work site observation form. The work site observation form is attached as an exhibit. Different forms than those found in the appendix may be used if all members of the evaluation team and the appropriate vice president agree in advance to their use, upon a finding that the alternate forms allow assessment of the criteria included in this article. In such a case, a copy of the alternate forms will be filed with the appropriate vice president before they are used in a worksite evaluation.
- b. Work site observations shall follow the rules outlined in Article 14, section E.3., including the duration of each observation, and special considerations for observation of non-traditional or distance education courses.
- c. If the faculty member's teaching load includes different modalities, e.g., lecture and lab, face-to-face and distance education, worksite observations should include all modalities taught in, even if that requires more than the minimum number of observations. The different modalities currently include lecture, distance-education, hybrid, and laboratory courses. Neither "hybrid" courses nor lecture/lab courses will be considered a different modality that triggers an additional evaluation unless the component modalities are totally unrepresented in the rest of the faculty member's teaching load.

2. Student Appraisals

- a. Every student present in every class that the evaluatee teaches shall be requested to submit written evaluations and comments utilizing the student appraisal form, either in paper or online format.
- b. The rules of administration of student appraisals in Article 14 shall be used for student appraisals under this article, including the provisions for student appraisals for non-instructional faculty. See Article 14, section E. 1.

3. Evaluatee's Goals and Reports

- a. Professional Growth Report--The evaluatee shall submit a written report chronicling professional development and growth activities since the last evaluation. This report can substitute, in an evaluation year, for the annual professional growth report (complying with article 5.B.6). This report covers the years between evaluations. The report should include course work, publications, conferences, workshops, curriculum and instruction development, and any non-traditional professional growth activities engaged in. A sample professional growth report is attached as an exhibit.
- b. College-Related Activities Report--The evaluatee shall submit a written report covering the years between evaluations, with supporting attachments as appropriate. The report should include all college-related committees, recruitment, retention, education liaison, special activities, and presentations that are related to the advancement of Hartnell College. A sample college-related activities report is attached as an exhibit.
- c. Self-Appraisal and Professional Goals Report—The evaluatee will identify one to three goals related to teaching, other academic matters, or student success, and will identify strategies and timelines for achieving those goals.
 - (1) A written statement of the evaluatee's effectiveness in the classroom and/or counseling, librarian, or instructional specialist activities and in the profession, including an assessment of performance of core duties, professional competence, and professional conduct.
 - (2) Assessment of progress toward the Professional Goals.
- d. An electronic copy of course materials, including syllabi, course outlines, sample quizzes, and tests, course websites, and any other instruction materials developed and used by the evaluatee that reflect changes, growth, or pedagogical experiments.

4. Evaluation Summary

The direct supervisor shall be responsible for preparing the evaluation summary.

Prior to the post-evaluation conference, the administrator and the peer evaluator shall meet to determine if they 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 all of the evaluation materials and their differences so as to decide how and what to tell the evaluatee. Barring egregious circumstances, no rating of "unsatisfactory" shall be given without the agreement of both evaluators.

The evaluation summary shall address the evaluation criteria found in article 13.C, and assess all components of the evaluation. When the team is examining the development and assessment of course and program-level SLOs, it will not use student performance as a substitute for teacher performance. The evaluation shall rate the faculty member "satisfactory," "needs improvement," or "unsatisfactory," and shall give a full and specific explanation of any "unsatisfactory" rating. For faculty rated "needs improvement" or "unsatisfactory," suggestions for improvement must be listed in this document, and a plan for improvement must be developed in accordance with section G, below.

F. PROCEDURES, TIMELINES, CONFERENCES

1. Tenured faculty members will be evaluated every third year of employment in tenured status.
 - a. Notification: The District will notify, in writing, any instructor who is to be evaluated during the upcoming academic year. This notice shall be given, in writing, prior to September 30 of the evaluation year.
 - b. Peer selection: The evaluatee shall select a tenured faculty member, normally from the same or a closely related discipline, to perform the peer evaluation, and shall advise his or her supervisor of this selection by October 1 of the evaluation year.
2. Pre-evaluation conference: The direct supervisor will convene a pre-evaluation conference for the instructor, the peer evaluator, and the supervisor prior to the evaluation process beginning.
 - a. This conference shall be held by October 15 of the evaluation year.
 - b. The purpose of the conference will be to discuss the standards and procedures upon which the evaluation will be based, to coordinate the peer evaluation and worksite observations, and the timelines for the completion and submission of all reports and other documents.
 - c. At the pre-evaluation conference, the evaluation team will review these procedures and all forms that will be used. A copy of these procedures and forms are available online.

3. The specific evaluation timetable for any particular faculty member shall be determined by the direct supervisor and the faculty member, including a timeline for when the faculty member will turn in required and permissive reports. All deadlines chosen must give team members sufficient time to respond and consider preceding components of the evaluation.
 - a. Where the worksite observations are to be conducted in the fall, team members will use these guidelines:
 - (1) evaluatee goals and reports –submit by November 1
 - (2) worksite observations – conducted by November 15
 - (3) evaluation summary and post-evaluation conference – by December 15
 - b. Where the worksite observations are to be conducted in the spring, team members will use these guidelines:
 - (1) evaluatee goals and reports –submit by March 1
 - (2) worksite observations – conducted by March 15
 - (3) evaluation summary and post-evaluation conference – by April 15
4. Evaluation Team Conference:

To prepare for the post-evaluation conference for the evaluation team to meet to review all of the material submitted for the evaluation by the evaluatee, the student appraisals, and their work site observations. See E.4 above.
5. Post-evaluation conference:
 - a. The supervisor shall call a post-evaluation conference for the evaluation team to discuss all components of the evaluation, including the evaluation summary. The evaluation summary report can be discussed and amended.
 - b. The evaluatee shall have ten days, except non-teaching days within the academic year, to submit written comments regarding the evaluation or remediation. Any such written comments shall be attached to the evaluation report and retained in the employee's personnel file.
6. If any of the deadlines are not strictly met by the parties, the evaluation may nevertheless take place, but all subsequent deadlines shall be extended accordingly so as to give all parties sufficient time to complete the process.
7. 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.

8. Summary of Team Members' Responsibilities

- a. The direct supervisor shall be responsible for: (1) calling the pre-evaluation conference; (2) coordinating the evaluation schedule; (3) performing work site observation(s); (4) administering student appraisals; (5) evaluating all materials submitted; (6) preparing the supervisor evaluation report; (7) conducting the evaluation team conference; and (8) conducting the post-evaluation conference.
- b. The evaluatee is responsible for: (1) selecting a peer evaluator; (2) attending pre-evaluation conference and participating in creating an evaluation schedule; (3) providing required instructional materials and reports; (4) identification of one to three goals; and (5) participating in the post-evaluation conference.
- c. The peer evaluator shall be responsible for: (1) meeting and discussing evaluation objectives; (2) performing work site observation(s) and reports; (3) participating in the evaluation team conference; and (4) participating in the post-evaluation conference.
- d. Performance improvement plans, if applicable, require participation from all parties.

G. PERFORMANCE IMPROVEMENT FOR A NEEDS IMPROVEMENT OR AN UNSATISFACTORY EVALUATION RATING

1. The evaluation team, in consultation with the evaluatee, shall prepare a performance improvement plan in the areas which the evaluation identifies as needing improvement. The plan shall be developed in the evaluation year, and implemented the following year, with completion by December 15 of the year following the evaluation.
2. In the event that the evaluatee and/or the peer evaluator decline to participate in the development of the performance improvement plan, the supervisor shall develop the plan in time to be put into effect during the fall of the following academic year. The evaluatee may choose to 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.

H. GRIEVANCE PROCEDURES

1. Education Code Section 87610.1 defines grievable issues.
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.

I. MISCELLANEOUS 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. 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.
3. "Day" as used herein means any day that the District administrative office is open.

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 probationary faculty members 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. All parties to the evaluation process shall adhere to the District's policy on integrity and ethics.

B. FREQUENCY

1. In order to achieve the goals and purposes of the probationary evaluation process, probationary faculty shall undergo a comprehensive evaluation during the fall semester of each of the four years of the probationary period, according to the schedule and processes set forth below.
2. Probationary faculty will undergo additional observations during the spring semester of the probationary period if any of the following occur:
 - a. The probationary faculty member requests to be observed during the spring semester.
 - b. At least two members of the evaluation team request worksite observations to occur in the spring.
 - c. A remediation plan is in place for the probationary faculty member.
 - d. The probationary faculty member's duties are significantly different during the spring and fall such that a complete picture of the faculty member's performance cannot be adequately assessed without including the spring (e.g., the coach of a spring sport).
3. Spring observations also may be conducted if necessary to complete the requisite number of worksite observations. These must be conducted early enough to allow the Tenure Review Committee to complete its work. (e.g., late hires, employee leaves).
4. Requests for additional spring worksite observations under paragraph 2 of this section shall be made before April 15, in sufficient time for those observations to be scheduled and occur.
5. Student evaluations will be required when additional worksite observations are performed.

C. ASSESSMENT CRITERIA

1. CORE DUTIES: The tenure review process should assess the probationary faculty member's performance on the following core duties:

- a. Classroom teaching (On-site and On-line), including meeting with classes as scheduled, preparation of course materials that are consistent with approved curriculum, instruction that uses effective teaching methods and modalities, currency in field, the provision of feedback to students on assignments and class participation, and timely evaluation of student progress;
- b. Student advising and assistance, including the maintenance of office hours, availability to students outside the classroom, and other appropriate activities that promote student success, such as outreach and student recruitment;
- c. Accurate and timely record-keeping and submission of reports, including grade reports, attendance records, course syllabi, and recommendations and orders for textbooks and other instructional materials;
- d. Collegial collaboration in meetings and activities, which may include assisting in program and curriculum review and development, articulation activities, and, as appropriate, faculty recruitment and hiring activities and peer evaluation activities (with the understanding that peer evaluation activities are not required of probationary faculty members);
- e. Collegial collaboration in college-wide activities, in support of accreditation activities, and activities that support continuous improvement and institutional planning and effectiveness;
- f. Development and assessment of student learning and program level outcomes, including utilizing the results of those outcomes assessments to make improvement in teaching and learning, per the Accrediting Commission for Community and Junior Colleges, Standard II.

2. PROFESSIONAL COMPETENCE

Worksite observations are conducted to assess the professional competence of faculty members in all instructional and non-instructional settings. Those competencies are listed in the worksite observation evaluation forms (see appendices, section C) for those settings, e.g., Instructor (face-to-face and online), Counselor, Librarian, Instructional Specialist, Coach and Athletic Trainer.

3. PROFESSIONAL CONDUCT

Hartnell College faculty are responsible to set a professional tone in the classroom and on campus that exemplifies the highest standards of the profession and encourages student learning and success.

The comprehensive evaluation process will therefore also assess at least these areas of Professional Conduct:

- a. Demonstrates a willingness to assist students with their academic growth and/or educational and career planning.
- b. Meets obligations resulting from state mandates and District policies, rules, and regulations in a timely manner.
- c. Acknowledges and defends free inquiry in the exchange of ideas and criticism.
- d. Works cooperatively and professionally with others.
- e. Shows consideration for constructive feedback and suggestions.
- f. Evidences a willingness to investigate new ideas, methods, and techniques.
- g. Avails himself or herself of opportunities for professional growth.
- h. Demonstrates personal integrity and ethics of the profession.

4. PROFESSIONAL GROWTH

The comprehensive evaluation also will provide an opportunity for evaluatee to demonstrate his or her commitment to growing professionally, to improving teaching, to increasing proficiency in the discipline, and to being better prepared to support students and enhance their success. Examples of the activities that constitute professional growth are listed on the professional growth report form (see appendices, section C.)

5. COLLEGE-RELATED ACTIVITIES

The comprehensive evaluation also will assess the faculty member's service to the college, the District, and its students outside of assigned instructional duties.

Examples include, but are not limited to:

- a. Service on department and college committees.
- b. Service on Academic Senate committees.
- c. Service on participatory governance councils and committees.
- d. Participation in recruiting and outreach activities.
- e. Participation on articulation committees.
- f. Coordination, advisement, and supervision of Hartnell student organizations or student activities.

g. Participation in community service or community projects that positively reflect on the District.

h. Participation in organized student success efforts.

6. PROFESSIONAL GOALS

The comprehensive evaluation also will include an opportunity for the evaluatee to develop and assess one to three professional goals each evaluation cycle that will enhance the probationary faculty member's ability to serve students and the campus-wide community.

D. EVALUATION TEAM

1. Evaluation of all probationary faculty members will be done by an evaluation team created specifically for that employee. Each evaluation team shall consist of the evaluatee, an appropriate administrator (usually the direct supervisor, dean in the area or appropriate administrator), and one tenured faculty peer(s) approved by the Academic Senate. Upon request by the probationary faculty member, a second tenured peer evaluator will be allowed.
2. If there is only one peer, it should be from the discipline of the evaluatee or a closely related discipline. The other may be selected from any discipline. The evaluatee will select his or her peer(s) and notify the Academic Senate for its approval. If the evaluatee requests assistance to select a peer(s), then the Academic Senate may provide guidance.
3. The vice president of each area will determine the administrative member of the evaluation team.
4. Evaluation team members shall participate in training on the evaluation process before serving on the evaluation team. This training will be provided by the District in cooperation with the Academic Senate.
5. The evaluation team shall be named before the end of the preceding semester, where possible.
6. Whenever possible, the evaluation teams shall be the same during the entire probationary period.
7. Changing team members:
 - (a) For good cause, the evaluatee may elect to change peer evaluators.

- (b) For good cause, the evaluatee, peer evaluator(s) or the administrator may ask the appropriate vice president for a change in the evaluation team. All changes in the evaluation team require the approval of the vice president. If the vice president agrees, the appropriate parties will name substitutes (the vice president is responsible for naming the substitute administrator, and the Academic Senate is responsible for appointing substitute peer evaluator(s)).

E. COMPONENTS OF THE COMPREHENSIVE EVALUATION

1. STUDENT APPRAISALS

- a. 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, either in paper or in the approved online format within the course shell of the course management system. If distributed in paper, 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.
- c. For counselors, evaluation forms, either in written or electronic form, will be sent to all students who have met with the counselor during the evaluation period of at least two weeks' duration and until a minimum of 20 students' surveys are obtained. For any classes taught by the counselor during the probationary year, paragraphs a. and b. above additionally apply.
- d. For librarians, the provisions of paragraphs a. and b. will be used for any teaching assignment. In addition, all students who received reference or other services from a librarian during a period of at least two weeks, to be selected by the evaluation team, will be given the opportunity to supply feedback using the Librarian Form (see appendices, section C.)

If the librarian has not provided reference services, the evaluatee, the immediate supervisor, and the peer(s) shall each select five library users for a total of at least 20 who come in contact with the evaluatee to be interviewed by the immediate supervisor and at least one of the peer(s).

- e. Student appraisals for the fall shall be completed by November 15, and for the spring by May 1, so that they can be collated and become part of the evaluation materials. Late appraisals will be accepted only if their lateness does not deprive the evaluation team of the opportunity to consider them in the evaluation.

2. REPORTS BY EVALUATEE

On or before October 15, the evaluatee shall submit to the evaluation team members the following materials. In the second and third and fourth years, the evaluatee may include teaching materials and reports generated after the prior year's evaluation submissions. (e.g., from the previous semester)

- a. Copies of instructional materials, including course syllabi for all courses taught, samples of study guides and other instructional materials created by the evaluatee, and samples of quizzes and examinations. For non-instructional faculty, the evaluatee shall supply materials that he or she generated that are used in the performance of his or her duties. These materials will be submitted in electronic format.
- b. Professional Growth Report (Exhibit 14.C.4 and appendices, section C.) (not required in the first year).
- c. College-Related Activities Report (See 14.C.5 and appendices, section C.) (not required in the first year).
- d. Self-Appraisal and Professional Goals Report
 1. The evaluatee will identify one to three goals related to teaching, other academic matters, or student success, and will identify strategies and timelines for achieving those goals. (see appendices, section C.)
 2. In years 2, 3, and 4, the evaluatee will address evaluation team recommendations and Tenure Review Committee recommendations from prior years, along with their own assessment of prior year's goals.
 3. A written statement of the evaluatee's effectiveness with students in the classroom or other assigned setting, and in the profession, including an assessment of performance of core duties, professional competence and professional conduct.

3. WORK SITE OBSERVATIONS

- a. All evaluatees, whether instructional or non-instructional faculty, will be observed a minimum of five (5) times, if the team includes one peer evaluator, and a minimum of six (6) times if the team includes two (2) peer evaluators. Each evaluator shall observe at least two (2) times. When there is only one peer evaluator, he or she will normally be the one to do three observations, to achieve the minimum total of five (5) observations. If more than the minimum number of observations are requested, the evaluation team will first discuss the purpose of the additional observation(s).

- b. When feasible, each observation should be for an entire instructional period, or at least for 50 minutes.
- c. Each evaluator shall complete, for each class meeting observed, the appropriate work site observation form, found in the appendices hereto. Different forms than those found in the appendix may be used if all members of the evaluation team and the appropriate vice president agree in advance to their use, upon a finding that the alternate forms allow assessment of the criteria included in this article, including the related appendices. In such a case, a copy of the alternate forms will be filed with the appropriate vice president before they are used in a worksite evaluation.
- d. The class meetings to be observed shall be decided during the pre-evaluation conference by consensus among the members of the evaluation team, including the evaluatee. Determination of which class meetings/counseling sessions will be observed should take into consideration the best opportunities to allow a full picture of the faculty member's talents and breadth of instructional methods and activities. If consensus cannot be reached, then the appropriate vice-president shall make the determination, which shall be final.
- e. If the evaluatee is in a non-instructional position, e.g., counselor or librarian, the evaluation team members shall review relevant materials and observe the performance of non-teaching duties that include significant time with students while performing academic functions. Each observation shall be at least one hour in length (two half-hour sessions or a single one-hour session). If the evaluatee does have a classroom teaching assignment, that class or those classes should be observed.
- f. For self-paced labs and academic support services, observations shall be made during times when the faculty member is performing academic functions working with students.
- g. For faculty teaching distance education courses, a worksite observation shall consist of one (1) learning unit of a course, which should be roughly equivalent to the material that would be covered in one (1) week of class. Evaluators will be given access to all materials posted by the instructor and discussion thread posts by both the instructor and students for that learning unit and have access to some documents outside of the unit including: a syllabus, lesson plan, class policies, required class activities, exam questions, and any current announcements posted for the course. Just as with face-to-face classes, students may be told that a faculty worksite observation is being conducted. The unit to be evaluated will be agreed upon by the evaluators and evaluatee prior to the evaluation taking place. The evaluator will have access to the course management system as a guest during the one-week period referenced above.

- h. For faculty teaching face-to-face courses evaluators will be given all materials including: a syllabus, lesson plan, class policies, required class activities, exam questions, and any current announcements concerning the course. Students may be told that a faculty worksite observation is being conducted. The classes to be evaluated will be agreed upon by the evaluators and evaluate prior to the evaluation taking place
- i. Worksite observations shall be completed by November 15 in the fall. Failure to complete observations by this deadline shall not preclude the administrator from scheduling late observations in order to get a more complete picture of the work performance of the evaluatee, prior to the post-evaluation conference.
- j. Additional work site observations may be made by the evaluators in the spring, according to the criteria in section B.2, above.

4. EVALUATOR'S ASSESSMENTS

The evaluators shall contribute to the Summary Evaluation Report prepared by the supervisor, as outlined in paragraph F.4.b., below.

F. CONFERENCES

1. Pre-evaluation conference

Prior to the beginning of the tenure review evaluations, preferably within the first three weeks of the semester, for each year of the tenure process, the evaluatee, the administrator and peer(s) 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. Beginning in the second year, this conference also will consider the results of the previous year's evaluations so that areas of growth and improvement can be recognized.

2. Conference(s) with peer(s)

The peer who is in the same or similar discipline 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. Additional conferences with either or both peers are encouraged.

3. 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.

4. Evaluation Team Conference

Prior to the post-evaluation conference, the administrator and the peer evaluators shall meet to determine if all 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 evaluators will discuss all of the evaluation materials and their differences so as to decide how and what to tell the evaluatee.

- a. 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."
- b. Summary Evaluation Report

The summary evaluation report will be prepared by the supervisor representing all members of the team and will contain an overall performance rating. In the first, second, and fourth year, the report also will contain a recommendation for renewal or nonrenewal. The report shall consider the worksite observations, student appraisals, evaluators' reports, evaluatee reports and materials, and other information concerning the performance of core duties, professional competence, professional conduct, professional growth, or college-related service activities of the evaluatee. When the team is examining the development and assessment of course and program-level SLOs, it will not use student performance as a substitute for teacher performance.

If the administrator and peer(s) disagree, each member of the evaluation team may include a separate statement addressing the area(s) of disagreement.

5. Post-Evaluation Conference

Prior to December 10, the administrator and peer evaluators 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, evaluators' reports, and summary evaluation report.

G. REMEDIATION PLAN

1. During the first, second, or third year, if the administrator and/or peer(s) evaluate the employee as "needs improvement," a draft plan consisting of measurable and achievable objectives will be jointly developed by all parties at the post-evaluation conference or within 10 days thereof. A clear outline and procedure for the remediation process should be explained to the employee who needs remediation. The procedure should list the necessary steps that the employee must follow (e.g., visiting x number of instructors' classrooms, turning in a progress report, etc.), and a timeline for doing so.
2. Remediation plans developed under this section may require additional worksite evaluations to take place during the spring semester. The remediation plan should be in final form before the third week of the spring semester, and should be designed so that its objectives can be met before the end of the spring semester.

3. For good cause, deadlines set in the remediation plan can be extended by mutual written agreement between the evaluatee and his or her supervisor, and with notice to the peer evaluators. Good cause exists when, for instance, a good faith effort to accomplish the goals and objectives is being made.
4. If, during any year of review, the employee is rated as “unsatisfactory,” the evaluation team may postpone the creation of a Remediation Plan until after the Board of Trustees acts on contract renewal recommendations.
5. If an employee is given a remediation plan during the fourth year, the remediation process should be fully complete before December 1 of the next academic year.
6. Remediation plans and the results of the work done in remediation will become part of the employee’s evaluation file, which will be considered during the deliberations of the Tenure Review Committee and during the next evaluation cycle.

H. TENURE RECOMMENDATION

1. There shall be one college Tenure Review Committee to review the recommendations of evaluation teams and to review any existing remediation plans in existence for the evaluatee. This committee will consist of the vice president of academic affairs or designee, the vice president of student affairs or designee, the president of the Academic Senate or designee, and the vice president of the Academic Senate or designee.
2. The Tenure Review Committee shall review the recommendations of the evaluators at the end of the first and second years to make the decision to recommend (Ed. Code section 87608 and 87608.5):
 - a. Entering into the next contract.
 - b. Not entering into a contract for the following academic year.
 - c. In exceptional cases, the Tenure Review Committee may recommend that tenure be granted at the end of the second or third year.
3. The Tenure Review Committee shall review the recommendations of the evaluators at the end of the fourth year to make the decision to recommend (Ed. Code section 87609):
 - 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. If members of the Tenure Review Committee are not in agreement on the recommendation to be made under H.2. or H.3. above, then the recommendations of all members may be submitted to the superintendent/president.

5. The Tenure Review Committee may recommend that a remediation plan be developed by the evaluation team. The remediation plan must be implemented and completed by the next evaluation cycle.
6. The Tenure Review Committee will forward to the superintendent/president its recommendation(s) for action.
7. The superintendent/president shall forward to the Governing Board the Tenure Review Committee report, all the evaluation materials, and his or her own recommendations. If the recommendation does not support tenure, the evaluatee shall be notified.
8. Prior to March 15 of the last or only year covered by the employment contract, and consistent with the requirements of the Education Code section 87610, the District shall give the evaluatee written notice of the Board's decision regarding renewal or nonrenewal, and the reasons therefor. The formal written notice required by the Education Code and this section does not preclude a District administrator from personally communicating with an evaluatee regarding the Board's decision to grant tenure and/or otherwise recognizing this significant milestone.

I. GRIEVANCE PROCEDURES

1. Education Code Section 87610.1 b-d defines grievable issues.
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)

J. 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 or her personnel file on days on which the Human Resources 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 faculty member's file, or accompany the faculty member in his or 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 for 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

A. EXPECTATIONS

All employees will uphold the highest level of academic and professional integrity and ethics. Faculty members, both contract or regular, are subject, in the event of just cause, to discipline, the imposition of penalties, or dismissal on grounds set forth in the California Education Code and in this article.

B. GROUNDS FOR DISCIPLINE

Contract and regular employees may be disciplined or dismissed for one or more of the following causes, as per Ed Code 87732:

- a. Immoral or unprofessional conduct.
- b. Dishonesty.
- c. Unsatisfactory performance.
- d. Evident unfitness for service.
- e. Physical or mental condition that makes him or her unfit to instruct or associate with students.
- f. Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the Governing Board of the community college district employing him or her.
- g. Conviction of a felony or of any crime involving moral turpitude.
- h. Conduct specified in Section 1028 of the Government Code.

C. ACTIONS SHORT OF SUSPENSION OR DISMISSAL

A faculty member may be disciplined for grounds identified above. In handling disciplinary matters it is intended that progressive steps be utilized so as to achieve a correction of behavior. These steps are sequential, but the severity of the infraction may warrant skipping the previous step or steps, at the sole discretion of the manager. All progressive discipline steps involve a meeting between the faculty member and the supervisor or other appropriate administrator.

The progressive steps are:

- a. Verbal warning
 - i. Given by the employee's supervisor or second level manager. This should be appropriately documented by both parties, but no record of this step will be recorded in the employee's personnel file.
 - ii. This warning will not be deemed a penalty under this section or under the relevant provisions of the Ed Code.
- b. Written warnings(s)

- i. Given by the employee's supervisor or second level manager. No record of this step will be recorded in the employee's personnel file unless a subsequent letter of reprimand is issued.
 - ii. The letter should include reasons for the warning, a statement that the employee already has been given a verbal warning, or that the infraction is sufficiently serious so as to warrant a written warning, and a statement about correcting the deficiencies and possible consequences for failure to correct the problem. A copy of any written warning shall be provided to the faculty member.
 - iii. This writing will not be deemed a penalty under this section or under the relevant provisions of the Ed Code.
- c. Written reprimand
- i. Given by the employee's supervisor or second level manager.
 - ii. This letter will be kept in the employee's personnel file, and the employee has the right to respond to the letter, in writing, within 10 days of its receipt and to have that response attached to the letter of reprimand in the personnel file.
 - iii. The written reprimand should include reasons for the reprimand, a statement that the employee already has been given a written warning, or that the infraction is sufficiently serious so as to warrant a written reprimand. It should also include an improvement plan, complete with suggested actions and a timeline for their completion, and possible consequences for failure to correct the problem. A copy of any written reprimand shall be provided to the faculty member.
 - iv. Upon completion of the improvement plan, the supervisor and employee will meet to review the improvements and whether further corrective action need to be taken.
 - v. The results of this meeting and the improvement plan process will be memorialized in writing and attached to the original letter of reprimand.
 - vi. The letter of reprimand may include a statement that the actions cited therein will trigger an additional evaluation of the employee in accordance with the evaluation procedures of articles 13 and 14 herein.
 - vii. This letter will not be deemed a penalty under this section or under Ed Code.

D. PREREQUISITES FOR IMPOSITION OF PENALTIES (See Ed Code 87660-87683)

Unless the penalty is immediate suspension under Ed. Code section 87736, before imposing penalties including dismissal, the District must satisfy the following requirements:

- a. The employee was evaluated in accordance with this contract's standards and procedures.
- b. The district Governing Board received all statements of evaluation that considered the events for which dismissal or penalties may be imposed.
- c. The district Governing Board received recommendations of the superintendent/president.
- d. The district Governing Board considered the statements of evaluation and the recommendations in a lawful meeting of the board.

E. DECISION REGARDING PENALTIES

The Governing Board, on the recommendation of the superintendent/president, shall determine whether a contract or regular employee is to be dismissed or penalized, and, if penalized, the nature of those penalties. The Governing Board shall determine whether this decision shall be imposed immediately or postponed in accordance with paragraph H below, as per Section 87672 of the Ed Code.

F. ALLOWABLE PENALTIES

In accordance with Ed Code sections 87667 and 87668, the Governing Board may impose one of the following penalties:

- a. Suspension for up to one year.
- b. Suspension for up to one year and a reduction or loss of compensation during the period of suspension.
- c. Dismissal.

G. PROCEDURES

The District shall follow all procedures required by the Ed Code in imposing any disciplinary penalties under this section. (Ed Code 87672-87683).

- a. Notification by board
 - i. If the Governing Board decides to dismiss or penalize a contract or regular employee, it shall deliver a signed and verified written statement to the employee setting forth the complete and precise decision of the Governing Board and the reasons therefor.
 - ii. The written statement shall be delivered by serving it personally on the employee or by mailing it by United States registered mail to the employee at his or her address last known to the District.

b. Employee response to notification

- i. If the employee objects to the decision of the Governing Board, or the reasons therefor, on any ground, the employee shall notify, in writing, the Governing Board and the superintendent/president of his or her objection within 30 days of the date of the service of the notice.
- ii. The employee may demand a hearing on the objection or may waive his or her right to a hearing.

c. District response to hearing demand

Within 30 days of the receipt by the District Governing Board of the employee's demand for a hearing, the employee and the Governing Board shall agree upon an arbitrator to hear the matter by using the strike-out method of choosing an arbitrator. A written confirmation of this agreement shall be entered into the records of the Governing Board, signed by the employee and the superintendent/president. Upon entry of such confirmation, the arbitrator shall assume complete and sole jurisdiction over the matter.

- d. The hearing and subsequent procedures, including arbitration, shall be in accordance with Ed Code 87675-87683.

H. POSTPONING IMPOSITION OF PENALTIES (Ed Code 87672)

The Governing Board may postpone the operative date of a decision to dismiss or impose penalties for a period not to exceed one year, subject to the employee's satisfying his or her legal responsibilities as determined by statute and rules and regulations of the district. At the end of this period of probation, the decision shall be made operative or permanently set aside by the Governing Board.

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. WAGES

Part-time faculty will be paid for credit and non-credit instruction according to the following schedule and rules:

Effective July 1, 2019 Step six will be added to the part time (PT) salary schedule at a 4% increase above step 5, across all columns; and

Effective July 1, 2019 a 4% increase will be applied to the PT salary schedule; and

Effective July 1, 2020 a 3.6% increase will be applied to the PT salary schedule; and

Effective July 1, 2021 a 3.6% increase will be applied to the PT salary schedule.

PART-TIME FACULTY PAY SCHEDULE effective 2019-20					
STEP	Column A	Column B	Column C	Column D	Column E
	<i>Less than Master's degree</i>	<i>Master's degree 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- lecture	58.78	61.88	64.36	66.93	69.61
1- lab/cou/lib	49.96	52.59	54.70	56.89	59.17
2- lecture	61.15	64.36	66.93	69.61	72.39
2- lab/cou/lib	51.48	54.70	56.89	59.17	61.53
3- lecture	63.59	66.93	69.61	72.39	75.29
3- lab/cou/lib	54.05	56.89	59.17	61.53	63.99
4- lecture	66.13	69.61	72.39	75.29	78.30
4- lab/cou/lib	56.21	59.17	61.53	63.99	66.55
5- lecture	68.78	72.39	75.29	78.30	81.43
5- lab/cou/lib	58.46	61.53	63.99	66.55	69.21
6- lecture	71.53	75.29	78.30	81.43	84.69
6- lab/cou/lib	60.80	63.99	66.55	69.21	71.98

PART-TIME FACULTY PAY SCHEDULE effective 2020-21

STEP	Column A	Column B	Column C	Column D	Column E
	<i>Less than Master's degree</i>	<i>Master's degree 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- lecture	60.90	64.11	66.68	69.34	72.12
1- lab/cou/lib	51.76	54.48	56.67	58.94	61.30
2- lecture	63.35	66.68	69.34	72.12	75.00
2- lab/cou/lib	53.33	56.67	58.94	61.30	63.75
3- lecture	65.88	69.34	72.12	75.00	78.00
3- lab/cou/lib	56.00	58.94	61.30	63.75	66.29
4- lecture	68.51	72.12	75.00	78.00	81.12
4- lab/cou/lib	58.23	61.30	63.75	66.29	68.95
5- lecture	71.26	75.00	78.00	81.12	84.36
5- lab/cou/lib	60.56	63.75	66.29	68.95	71.70
6- lecture	74.11	78.00	81.12	84.36	87.74
6- lab/cou/lib	62.99	66.29	68.95	71.70	74.57

PART-TIME FACULTY PAY SCHEDULE effective 2021-22

STEP	Column A	Column B	Column C	Column D	Column E
	<i>Less than Master's degree</i>	<i>Master's degree 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- lecture	63.09	66.67	69.35	72.11	75.00
1- lab/cou/lib	53.83	56.66	58.94	61.30	63.75
2- lecture	65.88	69.35	72.11	75.00	78.00
2- lab/cou/lib	55.46	58.94	61.30	63.75	66.30
3- lecture	68.52	72.11	75.00	78.00	81.12
3- lab/cou/lib	58.24	61.30	63.75	66.30	68.94
4- lecture	71.25	75.00	78.00	81.12	84.36
4- lab/cou/lib	60.56	63.75	66.30	68.94	71.71
5- lecture	74.11	78.00	81.12	84.36	87.73
5- lab/cou/lib	62.98	66.30	68.94	71.71	74.57
6- lecture	77.07	81.12	84.36	87.73	91.25
6- lab/cou/lib	65.51	68.94	71.71	74.57	77.55

1. Definitions:

- 1 The rules for column placement and movement are the same as the rules that exist for full-time faculty.
- 2 A “STEP” on this scale is four semesters – including fall, spring, or summer, counting a maximum of two semesters per academic year – completed at Hartnell College during which the instructor worked at least a 10% faculty load. All newly hired part-time faculty begin at Step 1, regardless of their experience teaching at other institutions.
- 3 Once instructors have earned placement on a particular step, they will not lose step placement unless they experience a break in service at Hartnell that lasts three years or longer.
- 4 Retired faculty returning to teach as part-time faculty will be placed on the salary schedule based on their semesters of teaching experience at Hartnell College, and will not be considered “newly hired.” Retired full-time academic employees are not subject to the “break in service” rule of paragraph C., above.

2. Implementation schedule:

- a. During the 2019-20 academic year. Step 6 will be opened to all faculty whose longevity teaching at Hartnell has earned them that step. Once any step has been opened, it will remain open.

3. Movement on the pay scale

- a. Faculty may move columns, upon proper verification, only in the first term of their employment in any academic year, provided that they supply verified official transcripts prior to the first pay period of that semester.
- b. All adjunct faculty will be responsible for ensuring that the District Human Resources Office has all original transcripts necessary to make a proper column placement.
- c. The District will notify adjunct faculty of their column placement when it offers them contracts. If the faculty member believes the column placement is in error, he or she must notify the Human Resources Office of this belief, along with the supporting reasons, within a month of being notified of the column placement.
- d. The pay schedule for part-time faculty will include a 4% increase in 2019-2020, a 3.6% increase in 2020-21 and a 3.6% increase in 2021-2022. New pay schedules become effective at the beginning of the Fall Semester of each year.

4. Parity:

The parity goal shall be based on Column B, Step 1 of the full-time faculty salary schedule.

5. STRS Credit:

For the purpose of providing creditable service reporting to the State Teachers Retirement System (STRS) as defined in Education Code Section 22138.5, the Full-Time Equivalent (FTE) for part-time faculty must be identified in this collective bargaining agreement. The FTE is the time that a member of STRS who is employed part-time would be required to work in one school year if employed full time in that position.

The following are the District's minimum service standards for a year of service credit:

1,225 hours per school year for non-teaching counselors and librarians.

525 hours per school year for instructors with all lecture teaching assignments.

787.5 hours per school year for instructors with all lab teaching assignments.

875 hours per school year for instructors teaching adult education classes.

If the District and the HCFA subsequently provide an office hour program that is mandatory for part-time instructors, and an instructor receives compensation for office hours pursuant to Article 10 (commencing with Section 87880) of Chapter 3 of Part 51 of Division 7 of Title 3, the minimum standard shall be increased appropriately by the number of office hours required annually for the class of employees.

B. EVALUATIONS

1. To assure the highest quality educational programs and services, part-time faculty will be observed and evaluated during the first year of teaching at Hartnell College and at least once every six semesters thereafter. Part-time faculty may be observed and evaluated any semester that they are employed, but not less than once in a six-semester period. Part-time faculty shall be evaluated using the criteria of Professional Competence and Professional Conduct identical to those described in the probationary faculty evaluation process. (article 14.C1.a-b)

The District will attempt to provide, during the first month of each semester, a schedule of part-time faculty to be evaluated in that semester, but will provide at least a 5-day notice of a worksite observation. The notice will include a copy of the blank observation form to be used during the worksite observation and a copy of this section of article 21.

2. The evaluation of instructional part-time faculty shall be conducted using the following procedure and forms:

- a. **Work Site Observations:** Faculty will be observed by a tenured faculty peer in the same or a related discipline and/or dean during the first year of teaching and at least every sixth semester thereafter. The evaluatee may select a peer evaluator, or may request that the dean or director make the assignment. In cases where there are no tenured faculty peer(s) in an appropriate discipline, the peer may be a part-time faculty member with reemployment preference. The worksite observation forms used for faculty will be the same as the instruments used for evaluating probationary faculty. (See Article 14). Observations used for evaluation purposes will not be conducted during the first or last weeks of class, except in the case of a course of length four weeks or less. The District will attempt to do observations in every course that the instructor teaches, and if the instructor teaches in different modalities, will, make observations in each modality taught.
- b. **Student Appraisals:**
 1. The student appraisal forms used for part-time faculty will be identical to the instruments used for evaluating probationary faculty.
 2. For instructional faculty, administration of the student appraisal forms shall be conducted in a manner identical to that used for probationary faculty (article 14.E.1.a-b) except that student appraisals will be conducted on the part-time faculty evaluation timeline (during the first semester and every sixth semester thereafter). Student appraisals will not be required absent the other components of evaluation.
- c. **Reports and Sample Materials:**

Every semester that the part-time faculty member will be evaluated, that faculty member will submit, in addition to course syllabi for each course, sample course materials generated by the faculty member, including samples of handouts, tests, and other teaching materials, for each course taught.

 3. Upon completion of the evaluation components (observations, student appraisals and course materials for instructional faculty and interviews for counselors and librarians), the peer evaluator and/or dean or appropriate area administrator shall prepare a final evaluation report based on all components of the evaluation. The peer evaluator and/or dean or appropriate area administrator will meet with the part-time faculty member being evaluated within a week of the completion of the final evaluation report, or as soon as is practical, to discuss the report and any plans for improvement.
 4. 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 does not guarantee continued employment with the college.
 5. Upon 24 hours' notice, a faculty member may examine his/her personnel file at times the Human Resources Office is open, and may obtain copies of any material placed in the file as a result of the evaluation procedure.

C. LEAVES

1. SICK LEAVE:

- a. Part-time faculty members shall be entitled to one hour of sick leave for each hour of work per week during each semester of employment during the regular school year. For example: a part-time instructor is assigned to ten hours of work each week during fall semester. The semester allotment of sick leave is ten (10) hours. In spring semester, the part-time faculty member is assigned to twelve (12) hours of work during the spring semester. The spring semester allotment of sick leave is twelve (12) hours.
- b. Credit for sick leave need not be accrued prior to taking such leave by the faculty member and such leave may be taken at any time during the school year. Each semester's allotment of sick leave days shall be credited at the beginning of the semester.
- c. Unused sick leave shall be accumulated from year to year. Sick leave balances will be noted on each employee's pay statement.
- d. A faculty member who obtains employment in another District shall be entitled to transfer unused accumulated sick leave. The Board shall not adopt a policy, oral or written, requiring any unit member being employed by the District to waive any part or all of accumulated sick leave which he or she may be entitled to transfer, in compliance with Education Code section 87783.

2. PAID PERSONAL NECESSITY LEAVE (See Education Code section 87784)

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 half the amount of sick leave earned in that semester.
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 or domestic partner of the employee, and the spouse, domestic partner, 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.

3. PAID LEAVE FOR BUSINESS OF COMPELLING PERSONAL IMPORTANCE

1. Each unit member, at the discretion of the superintendent/president, may be granted three (3) days' paid leave during the academic year for business of compelling personal importance. For purposes of the Leaves section of this article, a "day" is an actual calendar day, and the instructor's pay will be based solely on the classes scheduled but missed on that day.
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 this section together with any personal necessity leave under the previous paragraph shall not exceed (3) days in any academic year.

4. PAID BEREAVEMENT LEAVE (Education Code 87788)

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 pay of such employee nor shall such leave be deducted from sick leave. "Member of the immediate family," as used in this section, is defined in Section C.2.6., above.

D. WORKING CONDITIONS

1. For purposes of this article, "faculty" means part-time hourly faculty.
2. Faculty members' participation in, or attendance at, college sponsored non-class related events shall be voluntary.
 - a. For purposes of this article, counseling and librarianship are considered "class" activity.
 - b. Online trainings and workshops that are deemed mandatory (because they are required by law or regulatory agencies) for all faculty, including part-time faculty, are not "voluntary," and must be completed.
 - c. Faculty shall not be required to attend commencement.

- d. Part time faculty that teach in the Spring, are invited to attend graduation, if they desire. Academic regalia is required for faculty who participate in commencement. Part-time faculty who wish to participate, must notify the District on month in advance, and the District shall make a reasonable attempt to provide that regalia at no cost to the faculty member.
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. In the event that an assigned course is canceled less than one (1) week in advance of a given regular semester, the part-time faculty member will receive one-week's pay for all canceled classes that were originally scheduled the first week, unless he or she is reassigned a course (or courses) of comparable value. This provision shall in no way restrict the ability of the college to offer course sections as needed.
4. 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.
5. Part-time faculty members shall be provided one parking permit that allows the faculty member to park in designated staff parking areas. If designated staff parking areas are full, the faculty member may park in student parking areas.
6. 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.
7. Professional Development, department meetings, and flex activities:
 - a. Department meetings, scheduled flex day activities, and mandatory trainings:

Part-time faculty are invited to participate in scheduled flex day activities, including Convocation, the two-day Student Success Conference, and any successors of those flex days. Part-time faculty will be compensated for attending those activities, as well as department or division meetings, department or division trainings, new faculty orientations or in-service trainings, and all mandatory compliance trainings, at the pay rate that is announced in the invitation to those events or trainings.
 - b. Other flex and professional development opportunities

Additionally, part-time faculty members who are working at least 20% of a full-time load may be compensated for up to four (4) hours of professional development each semester, according to the same criteria as flex-approved activities for full-time faculty and shall be documented in the same way. Compensation shall be at the part-time faculty member's normal lab rate of pay. Upon completion of the activity and the submission of required proof, the faculty member shall submit a time sheet for the activity. Hours completed above this limit will not be compensated.

8. Office hours: Opportunities for Student Consultation and Reinforcement (OSCAR)
 - a. Part-time faculty may participate in OSCAR, the part-time faculty office hours program, which makes office hours predictably available to students in credit courses. Participation by faculty teaching credit courses is on a voluntary, opt-in basis, requiring part-time faculty to:
 - i. Submit the OSCAR opt-in form by the stated deadline, indicating their desire to participate.
 - ii. Announce their OSCAR availability hours and location on their class syllabus, and announce that time to students.
 - iii. Be present at the announced time and place—which may be online—for the entire specified period.
 - iv. Submit timesheets for OSCAR hours at the normal timesheet deadlines.
 - v. Complete any requested surveys asking about their OSCAR experience, the results of which will be used to improve the program to increase student success.
 - b. OSCAR will be available, on a weekly basis, for credit instruction delivered by part-time faculty according to assigned load. Part-time faculty teaching:
 - i. 0 to 29% instructional load will be compensated for 30 minutes per week.
 - ii. 30 to 49% instructional load will be compensated for 60 minutes per week.
 - iii. 50% or greater instructional load will be compensated for 90 minutes per week.
 - c. OSCAR will be compensated at the rate of \$40 per hour.
 - d. The District will publish a list of physical sites that are available for instructors who perform their OSCAR with face-to-face (F2F) meetings. This list, along with the reservation method for each room, is on the Faculty Resource webpage in a link called Meeting Rooms, [Hartnell Meeting Rooms](http://www.hartnell.edu/meeting-rooms) <http://www.hartnell.edu/meeting-rooms> . These sites might include:
 - i. Study rooms in the library (reserved on a daily basis).
 - ii. Conference rooms in various departments.
 - iii. Space in the tutoring center or the Panther Learning Lab.
 - iv. On the Alisal Campus, and available conference room space.
 - v. On the King City campus, open areas and rooms.
 - e. For instructors who perform their OSCAR with online meetings, the part-time faculty member will hold their virtual OSCAR through their Canvas class shells.
9. Non-credit courses do not carry load value, and will not count toward the 67% load limitation. A faculty member who declines to take a non-credit class that is offered to him or her will not lose reemployment preference that already has been earned (see paragraph H.6., below).

10. 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.
11. If a part-time faculty member is assigned to teach a course or to provide library, counseling, or other non-instructional work hours at different campuses, centers, or worksites on the same day, the assignments must be scheduled with sufficient time to travel between worksites, or at least one (1) hour, whichever is greater. Part-time faculty members are entitled to the same mileage reimbursement for travel between worksites as that specified for full-time faculty members in Article 8. Section K.
12. The District shall provide classroom access to part-time faculty members so that classes can begin and end on time.

E. GRADING

Every faculty member shall determine grades based upon their professional judgment and in accordance with the District's adopted grading policies, in compliance with Title 5 of the California Code of Regulations, sections 55020 et seq., and the California Education Code, sections 76224 and 76232.

F. COPYRIGHT

The District and the Association agree to follow all copyright laws in the use of educational materials.

G. ASSIGNMENT OF PART-TIME FACULTY

1. Right of assignment: The District maintains the right of assignment for all faculty assignments, both part- and full-time.
2. Factors to consider in making assignment: For the purposes of this article, the assignment of part-time faculty shall take into consideration at least the following criteria:
 - a. Subject matter expertise of faculty
 - b. Satisfactory evaluations of faculty
 - c. Skills, abilities, or certifications possessed by faculty related to courses offered in a specific discipline
 - d. Workload history of faculty at Hartnell
 - e. Availability of faculty to teach (see G.5, below)
 - f. Recency of teaching or other relevant experience for assignment
 - g. Whether faculty member has reemployment preference
3. Fairness: Assignment of part-time faculty shall not be conducted in a manner that is arbitrary, capricious, or discriminatory.

4. Resolving concerns regarding assignments: Part-time faculty member concerns regarding assignment shall be brought to the area dean or immediate supervisor. If the concerns are not resolved at this level, the issue shall be brought to the attention of the appropriate vice-president, whose decision shall be final.
5. Availability: Part-time faculty shall indicate their availability to teach, as well as the classes that they prefer to teach, by completing availability forms that will be circulated at the appropriate times. The forms must be submitted by the specified deadlines for consideration (See Appendix F.)

H. REEMPLOYMENT PREFERENCE

1. Reemployment Preference; Faculty members who have reached certain thresholds of satisfactory service may apply for reemployment preference.
2. Minimum Standards: The minimum standards for reemployment preference, pursuant to Section 87482.3 (B), include:
 - a. “The length of time part-time, temporary faculty have served at the community college or district.”
 - b. “The number of courses part-time, temporary faculty have taught at the community college or district.”
 - c. The evaluations of temporary faculty as delineated in 21.B.
 - d. “The availability, willingness, and expertise of part-time, temporary faculty to teach specific classes or take on specific assignments that are necessary for student instruction or services.”
3. Hartnell Reemployment Preference Standards: Hartnell’s standards for reemployment preference:
 - a. At least six semesters of service (including summer) to the District as a part-time faculty member.
 - b. At least 10 courses taught at Hartnell. For counselors and librarians, the equivalent total number of hours is 1,225. Each section taught counts as a course taught.
 - c. At least two satisfactory evaluations (in two separate academic years) on file that include peer evaluations and student evaluations.
4. Applying for Reemployment Preference: Faculty members may apply for reemployment preference in an academic discipline if they satisfy the criteria in paragraph 3, above, by submitting an application to their dean, which application must be verified by the Human Resources Office. The Human Resources Office will publish a list of part-time faculty members with reemployment preference each semester, including the disciplines in which they have preference (See Appendix G.)

5. Effect of Reemployment Preference:

- a. Faculty certified with reemployment preference in an academic discipline will be offered an assignment in that discipline before a part-time faculty member without reemployment preference, provided that he or she is qualified for the assignment, using the criteria in paragraph G.2. above.
- b. The District will attempt to maintain a comparable assignment from semester-to-semester, as long as the factors in paragraphs G.2 and H.3. support that practice.
- c. All faculty, including those with reemployment preference, must indicate their availability to teach each semester, including summer semester.
- d. For purposes of this article, librarianship and counseling are considered academic disciplines.

6. Losing Reemployment Preference: A faculty member will lose reemployment preference if either of the following occur:

- a. After accepting an assignment, the faculty member then rejects or fails to finish the assignment, and does not have a compelling reason for doing so, such as a verifiable illness or other extenuating circumstance. However, a faculty member who performs service only each fall, or each spring, or in the summer, will not be deemed to have rejected an assignment in the other semesters in which he or she does not normally work.
- b. He or she fails to adhere to District policies and procedures, violates or refuses to obey laws, regulations, or published practices of the District.

7. Unavailability of Assignments: In the event that there are more part-time instructors with reemployment preference than there are available assignments, the tiebreaker shall be as follows:

- a. The number of semesters the instructor has taught at Hartnell
- b. Number of times the instructor has taught the course to be assigned
- c. If there is still a tie, the class shall be assigned by the drawing of lots.

8. “No bumping”: From time to time, an assignment may be canceled, for instance, due to low enrollment. The part-time faculty member whose class was canceled, even if that faculty member had reemployment preference, will not be offered the class of a part-time instructor who already was offered and accepted an assignment in the same discipline. Such a cancellation shall not change the reemployment preference status of the affected faculty member.

9. Temporary employment: Pursuant to section 87482.3(d) of the Education Code, “In all cases, part-time faculty assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no part-time faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that part-time faculty member.

10. This section, agreed to between the parties before July 1, 2017, implements section 87482.3(b) of the Education Code.

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. A DE course may require that a limited number of meetings meet face-to-face, e.g., 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 as a combination of face-to-face and online.

B. GENERAL PROVISIONS

1. Online courses must be delivered using the college's Learning Management System/Course Management System LMS/CMS unless the course cannot be adequately supported by the LMS/CMS.
2. If the course cannot be adequately supported by the LMS/CMS, the reasons and the link to the alternate delivery system must be on file in the Office of Academic Affairs, signed by the DE Coordinator and administrator supervising online education, verifying that the course cannot be supported by the LMS/CMS. This verification must be renewed each year.
3. In order to preserve password protection and student authentication, all DE courses must be accessed by logging into the college's LMS/CMS, including those approved to be delivered on a different platform.
4. When the college announces that some functions of the classroom management or instruction –DE, hybrid, and face-to-face – are required to be carried out via the LMS/CMS, it will ensure that training opportunities are available to support all faculty in this endeavor.

C. DISTANCE EDUCATION STANDARDS

1. The same standards of course quality and evaluation shall be applied to DE, including any parts of a hybrid course conducted through DE, as are applied to traditional classroom courses.
2. Class sizes for DE online courses shall mirror class sizes for face-to-face classes.

3. Faculty members teaching DE must ensure that any portion of a course conducted through DE includes regular effective contact between the instructor and students, as is required by section 55204 of Title 5 of the California Code of Regulations. The instructor is responsible to initiate this contact and may employ a variety of means to do so.
4. All DE must comply with the Americans with Disabilities Act, section 508 of the Rehabilitation Act of 1973, section 11135 of the California Government Code, Title IV, Financial Aid, and all local and state Curriculum Committee guidelines (e.g., CCCCCO, Distance Education Guidelines, articles 55205, 55207).

D. FACULTY PREPARATION AND PROFESSIONAL DEVELOPMENT

1. Online teacher training: 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. This prior education or experience will be documented by the faculty member, presented to their dean or director, and placed in the employee's personnel file.
 - c. If faculty share a hybrid course, a faculty member who teaches only the face to face portion of the course is not obligated to complete the online teacher training.
2. LMS/CMS orientation: Faculty wishing to teach DE courses must complete an orientation to the course management software (CMS) before or during online course development.
3. Professional Development: An instructor teaching online must provide, at least once every three years, evidence of current knowledge and use of tools, strategies, and best practices in online teaching. This evidence may include, but is not limited to:
 - a. Syllabi and course platforms that reveal the use of current methodologies and tools; or
 - b. Flex activities that include at least 6 hours of relevant professional development about online teaching; or
 - c. Worksite observations in conjunction with scheduled evaluations that show the use of current methodologies and tools; or
 - d. Attendance at online conferences or other conferences related to online instruction; or
 - e. Participation in industry seminars, training, or internships pertaining to online instruction methodology, platforms, and tools.

E. DE FACULTY EXPECTATIONS

1. The professional obligations of faculty outlined in articles 8, 13, and 14, apply to faculty whether they teach DE, face-to-face courses, or both.
2. DE courses will count as part of the full-time faculty member's regular load. It is understood that the District retains the right of assignment for DE courses, just as for face-to-face courses, including the right to limit the percentage of DE load that a faculty member is assigned.
3. The portion of a faculty member's workload that is distance education may not exceed forty percent (40%) of the instructor's workload during the first two semesters that he or she teaches online.
4. For DE courses that employ online interactivity, virtual office hours may be held in proportion to the faculty member's distance education load.
5. The same standards of quality for faculty evaluation will be applied to DE as are applied to face-to-face instruction.

F. COPYRIGHT

1. The District and the Association agree to follow all copyright laws in the use of educational materials. A faculty member's intellectual property remains his or her own and may not be used without permission.

ARTICLE 23. CORRECTIONAL FACILITY/INMATE EDUCATION PROGRAMS

A. ASSIGNMENT

1. The District retains the right of assignment for faculty, but will not mandate, as a full-time faculty member's work load, an assignment at an inmate education program housed at a California Department of Corrections facility, except in cases where the faculty member was hired specifically to provide instruction or academic or student services in a correctional facility or inmate education program.
2. Instructional assignments to correctional facilities can be part of a faculty member's normal work load or, in the case of full-time faculty, as not-in-contract (NIC) assignments.
3. Non-instructional assignments to correctional facilities (e.g., counseling hours, library assistance) can be part of a faculty member's normal work load or, in the case of full-time faculty, as not-in-contract (NIC) assignments. Under normal circumstances, such assignments will not require the non-instructional faculty member to be at a correctional facility for longer than their standard work day.

B. WORKING CONDITIONS

1. Faculty assigned to work at a correctional facility will be paid by special project agreement for the time spent to take the training required in order for them to receive the necessary security clearance, provided that they accept an assignment to work at a correctional facility within the next year
2. Faculty providing instructional or other academic or student services at a correctional facility are required to comply with established laws, regulations, dress codes, and rules governing those facilities, including those set forth by the Department of Corrections. This may include fingerprinting, background checks, and limitations on the types of materials that can be brought into the prisons. If those rules require additional testing or clearances, the expense of that testing and those clearances will be paid by the District.
3. Only evaluations conducted by Hartnell personnel, pursuant to the processes contained in this agreement, will be used by the District to fulfill its requirement of conducting performance evaluations of employees, except that the District may assign any appropriate administrator with security clearance to do the supervisor's worksite observation, and the faculty member, with the approval of the Academic Senate, may select any faculty member with clearance to do the peer evaluation. Evaluations of the faculty member completed or conducted by prison staff are for the use of that specific facility and will not be used for regular District evaluations of the faculty's performance.

4. Prison officials have the right to terminate a faculty member's service at any time during a teaching or non-teaching assignment if the faculty member is found to be in violation of prison rules and regulations, or if services are not being provided in a manner appropriate to the incarcerated student population. Only in such cases where the cause for termination of services also violates District policies and procedures could such assignment termination be grounds for District employee discipline procedures. The faculty member will be paid only for services that were provided prior to the termination.

In the case of a full-time faculty member whose termination from the prison assignment results in a load deficit for the faculty member, the District may, at its discretion, make a substitute assignment so that the faculty member can make their full-time load, may borrow from any NIC assignment the faculty member was then teaching or performing, or may make a balancing assignment within the next year.

5. Measures such as personal alarm devices, video monitoring, or correctional facility staff in the classroom or facility shall be provided as deemed necessary by the correctional facility or the District. All required safety and instructional materials for faculty assigned to correctional facilities shall be provided by the college or the correctional facilities. If training in the use of safety devices is required, it shall be provided to the faculty member before the start of his or her assignment.
6. Faculty assigned to teach at correctional facilities will be provided with class rosters. Administrative and clerical support shall be provided as needed.
7. Part-time and full-time faculty interested in assignments at correctional facilities will have the opportunity to shadow an experienced faculty member during their teaching assignment at correctional facilities and record up to two hours of that time as flex time.

C. COMPENSATION

1. Procedures required at correctional facilities take additional time beyond the normal arrival/departure time for typical teaching duties. Therefore, for each class meeting, part-time faculty members will be compensated for an additional one half hour at their current hourly lab rate, and full-time faculty members who are serving on an NIC basis will be compensated for an additional one-half hour at the NIC lab rate.
2. In the unlikely event of a lockdown or other situation requiring the teaching or academic or student services faculty to remain at the prison facility beyond the time allotted to the class session or assignment, the faculty member will be compensated by the District for the additional time at the current lab rate. If the faculty member arrives at the facility and the class meeting is canceled without prior notice from the facility or college, he or she will be compensated for the full class period. If additional instruction minutes must be rescheduled to meet the minimum course requirement, the faculty shall be compensated for those additional hours.

If the faculty member was given advance notice that the prison was on lockdown and that their class would be canceled, he or she will not be compensated for any time associated with that class. But, if the class is rescheduled at a later time, the faculty member will be compensated for that substitute class time. "Advance notice" means a call or text message sent to the cell phone on file with the District's Human Resources Office and the instructor's dean or director, at least an hour before the class was to start.

3. Full- and part-time faculty who are assigned to teach at a non-correctional facility site and a correctional facility site on the same day, and who incur extra mileage as a result of working at the correctional facility, shall be reimbursed for the additional mileage, based on the current IRS mileage rate. The faculty member will keep any documentation required by the IRS, which will be turned in at the end of each month for mileage compensation.

ARTICLE 24. TERM OF AGREEMENT

1. The term of this new agreement shall be from July 1, 2019 through June 30, 2022.
2. There shall be no reopeners during the term of this contract unless the parties mutually agree to open an article(s). However, the parties agreed to reopen as follows:
 - a. The Parties may open negotiations on faculty chairs, as a pilot program, on September 1st 2020 when the college redesign enters the implementation stage or after such time as the College Redesign work gets to the point where a clear idea of what the move to meta-majors would mean to the clustering or grouping of disciplines, and that the creation of faculty chairs in a pilot program would help the college achieve its strategic goals in alignment with the state's Vision for Success.
 - b. The Parties may reopen Article 9 with respect to equated lab units, at the request of HCFA, on or after January 1, 2021.
 - c. The District will participate in a study group, in collaboration with HCFA and the Academic Senate to examine data regarding class size and student success. The Parties may reopen Article 12 with respect to class size in or after January 2021 to consider the results and recommendations coming out of this review process

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, 2022.

**HARTNELL COMMUNITY COLLEGE
DISTRICT***

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

By: 
Patricia Hsieh
Superintendent/President

Date: 3/25/20

By: 
Christine Svendsen
HCFA President

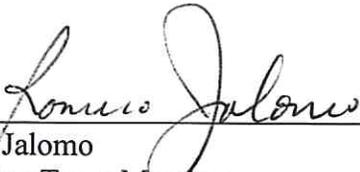
Date: March 17, 2020

By: 
Laura Schulkind
Chief Negotiator

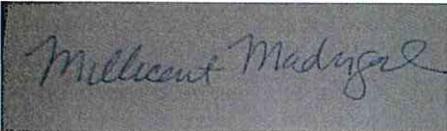
Date: March 23, 2020

By: 
Nancy Schur Beymer
Chief Negotiator

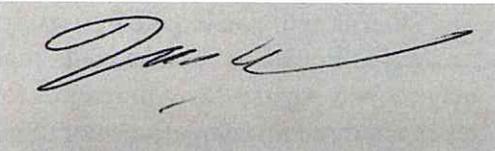
Date: March 17, 2020

By: 
Romero Jalomo
Bargaining Team Member
Date: 3/25/20

By: 
Bargaining Team Member

By: 
Millicent Madrigal
Bargaining Team Member
Date: March 18, 2020

By: 
Mark Weber
Bargaining Team Member
Date: March 18, 2020

By: 
Marnie Glazier
Bargaining Team Member
Date: March 18, 2020

By: 
Susan Midori-Jones
CTA Representative
Date: March 18, 2020

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

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
411 Central Avenue
Salinas, CA 93901

EMPLOYEE ORGANIZATION Hartnell College Faculty Association,
CTA/NEA 411 Central 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.

APPENDIX B

STATEMENT OF GRIEVANCE

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.

Name:

Semester & Year:

Probationary Year (1st, 2nd, 3rd, 4th):

FACULTY PROFESSIONAL GROWTH REPORT

COURSE WORK

- Please describe courses you have taken during the evaluation period and comment on how they have been of professional value to you.
- If no coursework was completed, please indicate with N/A.
- If you need to add extra rows, click in the last cell (lower right) and press the TAB key.

Course Name	Comments
1.	
2.	
3.	
4.	

CONFERENCES/WORKSHOPS

- Please describe and briefly comment on the professional value of any conferences and/or workshops you have attended since your last evaluation. Do not include required activities such as mandatory trainings, convocation, or flex days (Student Success Conference).
- If no conferences or workshops were attended, please indicate with N/A.
- If you need to add extra rows, click in the last cell (lower right) and press the TAB key.

Conference or Workshop Name	Describe the professional value and learning that took place and how this activity has benefited the college?	Date Attended
1.		
2.		
3.		
4.		

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.) You may also include work that was done regarding student learning outcome activities such as changes made based on assessment results/course action plans, mapping activities, revising SLOs, etc.
- If no curriculum work and/or instructional activities were completed, please indicate with N/A.
- If you need to add extra rows, click in the last cell (lower right) and press the TAB key.

Curriculum/Instructional Activity	Comments

PROFESSIONAL PUBLICATIONS or OTHER ORIGINAL WORKS

Please list the title of any textbook, workbook or manual which you have completed writing during this academic year, and submit a copy with your report (copy will be returned). You may submit your work into the Evidence Folder, which is on your USB drive.

- 1.
- 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. You may submit your work into the Evidence Folder, which is on your USB drive.

- 1.
- 2.

Please list other Original Works such as gallery display, original composition, or theatrical performance. You may submit your work into the Evidence Folder, which is on your USB drive.

- 1.
- 2.

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.

Name:

Semester & Year:

Probationary Year (1st, 2nd, 3rd, 4th):

COLLEGE RELATED ACTIVITIES REPORT

Summarize your college related activities for the past year. Please provide evidence to substantiate the activities. Evidence could be in the form of a link to a webpage showing minutes or committee membership. If this is not available, you may upload your evidence to the Evidence Folder, which is on your USB drive.

Examples include, but are not limited to:

- Service on department and college committees.
- Service on Academic Senate committees.
- Service on participatory governance councils and committees.
- Participation in recruitment and outreach activities.
- Participation on articulation committees.
- Coordination, advisement, and supervision of Hartnell student organizations or student activities.
- Participation in community service or community projects that positively reflect on the District.
- Participation in organized student success efforts.

Activity Name	Time Frame/Duration	Brief Description or Comments
Example: Member of Outcomes and Assessment Committee	2018 - 2019 academic year	I served on the committee last year as a representative of the CTE division. https://www.hartnell.edu/governance/committees/outcomes/committee-membership-1.html

APPENDIX C

DISTANCE EDUCATION

For the distance education evaluation process, the worksite observation for a course will be conducted according to the following procedure.

The evaluator will evaluate one learning unit of the course, which should be roughly equivalent to the material that would be covered in no more than one week of class. Access would include all materials posted by the instructor and discussion thread posts by both the instructor and students for that learning unit. Access will also include access to documents that apply to the entire course and are outside the unit, including: syllabus, class policies, required class activities, exams, and any current announcements posted for the course. The same worksite observations forms will be used for all teaching evaluations, and all references to “class” or “class activities” in those forms will mean the virtual classroom in the DE context.

3. Please select **1 - 3 goals** to be accomplished prior to the next evaluation period.
 (1st year probationary faculty, establish goal(s) in year one and evaluate the second year)

Goal #1	Response
What is your goal for the upcoming year?	
What are strategies that you will use to achieve your goal?	
Please describe, if applicable, timelines as they apply to your goal.	
What is the expected date of completion?	
Is this goal a carryover from a previous year?	

Goal #2	Response
What is your goal for the upcoming year?	
What are strategies that you will use to achieve your goal?	
Please describe, if applicable, timelines as they apply to your goal.	
What is the expected date of completion?	
Is this goal a carryover from a previous year?	

Goal #3	Response
What is your goal for the upcoming year?	
What are strategies that you will use to achieve your goal?	
Please describe, if applicable, timelines as they apply to your goal.	
What is the expected date of completion?	
Is this goal a carryover from a previous year?	

Worksite Observations Evaluation Form: Adaptive PE

Employee:		Evaluator:	
Course and Section #:		Semester and Year:	
Observation Date:		# of students in attendance:	
Class Start/End Time:			
Observation Start/End Time:			

1. The adaptive PE instructor demonstrates knowledge of the subject while working with students.

Excellent	Satisfactory	Needs Improvement	Unsatisfactory
-----------	--------------	-------------------	----------------

Provide Examples:

2. The organization of the adaptive PE classroom indicates adequate planning

Excellent	Satisfactory	Needs Improvement	Unsatisfactory
-----------	--------------	-------------------	----------------

Provide Examples:

3. The adaptive PE instructor monitors the status of the students present.

Excellent	Satisfactory	Needs Improvement	Unsatisfactory
-----------	--------------	-------------------	----------------

Provide Examples:

4. The adaptive PE instructor communicates with and informs students in regards to services needed.

Excellent	Satisfactory	Needs Improvement	Unsatisfactory
-----------	--------------	-------------------	----------------

Provide Examples:

5. The adaptive PE instructor demonstrated expertise in regards to the students' condition by presenting concepts clearly.

Excellent	Satisfactory	Needs Improvement	Unsatisfactory
-----------	--------------	-------------------	----------------

Provide Examples:

6. The adaptive PE instructor is sensitive to the needs of students.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

7. The adaptive PE instructor is responsive to the students' questions and feedback.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

8. The adaptive PE instructor is sensitive to the diverse learning styles.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

9. The adaptive PE instructor takes steps to ensure that the student can participate safely. safely.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

10. The adaptive PE instructor provides a dignified environment and respects the individuality of each student.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

General comments for overall observation:

Worksite Observations Evaluation Form: Athletic Trainer

Employee:		Evaluator:	
Course and Section #:		Semester and Year:	
Observation Date:		# of students in attendance:	
Scheduled Start/End Time:			
Observation Start/End Time:			

1. The athletic training room or field set up was ready for student athletes.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

2. The organization of the athletic training room or field set up indicates adequate planning.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

3. The athletic trainer monitors the status of the student athletes present.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

4. The athletic trainer communicates with and informs the student athletes in regards to services needed.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

5. The athletic trainer demonstrates expertise in regards to the injuries sustained by the student

athletes by presenting concepts clearly.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

6. The athletic trainer is sensitive to the needs of the student athletes.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

7. The athletic trainer is responsive to student athlete questions and feedback.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

8. The athletic trainer communicates with coaches when necessary.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

9. The athletic trainer takes steps to ensure that the student athlete can participate or return to participation safely.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

10. The student athletes are treated in a professional manner.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

General comments for overall observation:

Worksite Observations Evaluation Form: Coaching

Employee:		Evaluator:	
Course and Section #:		Semester and Year:	
Observation Date:		# of students in attendance:	
Scheduled Start/End Time:			
Observation Start/End Time:			

1. Practice started on time.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

2. Practice activities demonstrate planning and organization.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

3. Coach monitors students activities and adjusts instruction to meet practice objectives.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

4. Verbal and physical coaching strengthened the practice activities.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

5. Athletes are engaged and participating in activities.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

6. The coach demonstrates expertise in the sport as evidenced by presenting concepts clearly.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

7. The coach is responsive to student questions and feedback.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

8. The coach's presentation of material conveys enthusiasm, clarity and sound pedagogy.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

9. Multiple coaching modalities are utilized to meet the diversity of student needs.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

10. The athletes are treated in a professional manner.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

General comments for overall observation:

Worksite Observations Evaluation Form: Counseling

Employee:		Evaluator:	
Counseling Section #		Semester and Year:	
Date:			

1. Counseling sessions address objectives outlined in the student’s informed educational plan.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

2. Counseling activities (e.g. career assessments, referral to services, and development of an educational plan) are appropriate to students’ needs.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

3. Counselor monitors student understanding and adjusts discussion to meet student needs.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

4. Demonstrates clear communication, including effective listening, as well as patience, responsiveness, and respect for the student.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

5. Counselor engages the student in active participation and dialog.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

6. The Counselor demonstrates expertise in the content area as evidenced by appropriate resource materials, transfer guide sheets, etc.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

7. The Counselor is responsive to student questions and provides feedback.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

8. The Counselor's presentation of the material demonstrates effective preparation and planning.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

9. Multiple counseling modalities are utilized to meet student needs.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

10. Counselor demonstrates professionalism in counseling session.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

General comments for overall observation:

Worksite Observations Evaluation Form: Instructional Specialist

Employee:		Evaluator:	
Course and Section #:		Semester and Year:	
Observation Date:		# of students in attendance:	
Scheduled Start/End Time:			
Observation Start/End Time:			

1. Demonstrates knowledge of subject area while working with students.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

2. Assists student with supplemental support to address specific instructional needs.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

3. Demonstrates knowledge of learning resources available to students and ability to match those resources to particular student needs.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

4. Demonstrates clear communication, including effective listening, as well as patience, responsiveness, and respect for the student.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

5. Provides an environment in which the dignity and individuality of students are respected, and is sensitive to diverse learning styles.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

6. The Specialist is responsive to student questions and provides feedback.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

7. Multiple instructional modalities are utilized to meet student needs.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

8. The Specialist's presentation of the material demonstrates effective preparation and planning.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

General comments for overall observation:

Worksite Observations Evaluation Form: Librarian

Employee:			Evaluator:	
Semester and Year:			# of students in attendance/served:	
Observation Date:				
Scheduled Start/End Time:				
Observation Start/End Time:				

1. Uses effective methods of teaching information competency while working with students.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

2. Demonstrates the ability to conduct successful reference interviews.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

3. Demonstrates knowledge of the library's resources and services, and other instructional support resources and services available to students.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

4. Demonstrates knowledge of college's curriculum while working with students, and assists faculty in the integration of library resources into specific curricular areas.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

5. Demonstrates best practices and effective performance in the area of responsibility, e.g., technical services, technology, reference, acquisitions, or instruction.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

6. Uses effective oral and written communication skills, including effective listening.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

7. Demonstrates sensitivity to the role of cultural factors in education and learning.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

8. Demonstrates effective organization skills through time management in working with students.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

General comments for overall observation:

Worksite Observations Evaluation Form: Teaching

Employee:		Evaluator:	
Course and Section #:		Semester and Year:	
Observation Date:		# of students in attendance:	
Class Start/End Time:			
Observation Start/End Time:			

1. The instructor demonstrates knowledge of the subject matter and currency in the field.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

2. Class activities demonstrate effective preparation and planning for instruction, including laboratories, clinics, etc.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

3. Content covered in class appropriately addresses course curriculum.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

4. Instructor uses appropriate teaching materials and methods that challenge students to grow.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

5. The instructor provides an environment conducive to student learning.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

6. Instructor uses teaching techniques that challenge and engage students in the class activity (lecture, discussion, lab, or other activity).

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

7. The instructor communicates effectively, explaining key concepts and giving directions clearly, addressing all levels of students in the classroom.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

8. The instructor is responsive to students' questions and provides feedback, using class discussion to strengthen the learning environment.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

9. Presentation conveys clarity, respect for differing viewpoints, and sound pedagogy.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

10. The instructor provides an environment in which the dignity and individuality of students are respected, using teaching techniques that are sensitive to the diverse learning styles and educational and cultural background of students.

Excellent		Satisfactory		Needs Improvement		Unsatisfactory	
-----------	--	--------------	--	-------------------	--	----------------	--

Provide Examples:

General comments for overall observation:

Student Appraisal Form

Athletic Trainer Evaluation

This survey gives you an opportunity to evaluate your instructor and class. The survey is anonymous and will allow you to express your views of this course and the way it is being taught. This appraisal will not be used for disciplinary or discharge procedures. Indicate the option closest to your view according to your level of agreement. Use the appropriate box on the Scantron Form provided.

SECTION I

ITEMS 1 - 11

Do not mark on this sheet; use Scantron Form provided.

- A - Agree
- B - Somewhat Agree
- C - Neutral
- D - Somewhat Disagree
- E - Disagree

1. I felt the athletic trainer was sensitive to my particular needs.
2. Information provided by the athletic trainer was useful and relevant.
3. The athletic trainer developed a treatment plan for my injury that I can follow.
4. I would recommend the athletic trainer to my teammates that are injured.
5. The athletic trainer referred me to proper off-campus care for my injury.
6. The athletic trainer was knowledgeable about how my particular injury would affect me in my sport.
7. The athletic trainer worked with my sport coach to coordinate my return to participation.
8. The athletic trainer insured that I could return to my sport safely.

Please comment on the following questions (use the back of the Scantron Form):

9. What do you like about the athletic trainer?
10. What could the athletic trainer do to improve his/her job performance?
11. If you could make any changes in the athletic training room at this college, what would it be and why?

Please complete the following statements (use the back of the Scantron Form):

12. I have met with this athletic trainer _____ times.
13. I have attended Hartnell College _____ semesters.

Thank you for your time and assistance. If you have other comments, please use the back of the Scantron Form. Please be as specific as possible in your comments.

Student Appraisal Form

Coach Evaluation

This survey gives you an opportunity to evaluate your instructor and class. The survey is anonymous and will allow you to express your views of this course and the way it is being taught. This appraisal will not be used for disciplinary or discharge procedures. Indicate the option closest to your view according to your level of agreement. Use the appropriate box on the Scantron Form provided.

SECTION I

ITEMS 1 - 12

Do not mark on this sheet; use Scantron Form provided.

- A - Agree
- B - Somewhat Agree
- C - Neutral
- D - Somewhat Disagree
- E - Disagree

1. The coach presents objectives clearly.
2. Information provided by the coach was useful and relevant.
3. The coach is prepared for practices and games.
4. The coach is concerned about my academic progress.
5. The coach is knowledgeable about the sport.
6. Practices are well organized and time is used efficiently.
7. The coach was concerned about my health while practicing and competing.
8. Practices start on time.
9. The coach provides constructive feedback.
10. The coach is available to meet with me outside of practice.
11. The coach motivates me to improve at my sport.
12. I would recommend the coach to other athletes.

Please comment on the following questions (use the back of the Scantron Form):

13. What could the coach do to improve his/her job performance?

Thank you for your time and assistance. If you have other comments, please use the back of the form. Please be as specific as possible in your comments.

Student Appraisal Form

Counselor Evaluation

Counselor: _____

Date: _____

Type of counseling: ___ In-person ___ On-line

For items 1-6, please place a check in the box under the statement that best indicates your level of agreement.

Counseling Goals and Outcomes	N/A	Agree	Somewhat Agree	Neither Agree nor Disagree	Somewhat Disagree	Disagree
1. This counselor assisted me in resolving my questions						
2. This counselor helped me to be more effective in my educational planning						
3. Meeting with this counselor is an important step in obtaining information on educational and career goals						
4. I would recommend this counselor without hesitation						
5. If I needed help in the future, I would schedule an appointment with this counselor						
6. Overall, my appointment with this counselor was very helpful in obtaining the information I needed						

Counseling Services I have received (please check all that apply):

- | | | |
|--|---|--|
| <input type="checkbox"/> Career Counseling | <input type="checkbox"/> Transfer Information | <input type="checkbox"/> Other College transcripts |
| <input type="checkbox"/> Educational Plan | <input type="checkbox"/> Financial Aid Appeal | <input type="checkbox"/> Referrals |
| <input type="checkbox"/> Personal Counseling | <input type="checkbox"/> Recommendation Letters | <input type="checkbox"/> Other _____ |

Additional comments:

Student Appraisal Form

Library Orientation or Library Instruction Evaluation

Librarian: _____ **Date:** _____

This questionnaire gives you an opportunity to anonymously express your views. This appraisal is to evaluate the librarian and class only and will not be used for disciplinary or discharge procedures. Indicate the response closest to your view.

1. The librarian presented the objectives of this class clearly.

Strongly Agree Agree Undecided Disagree Strongly Disagree

2. The librarian was prepared and organized for the class.

Strongly Agree Agree Undecided Disagree Strongly Disagree

3. The librarian summarized or emphasized key points.

Strongly Agree Agree Undecided Disagree Strongly Disagree

4. The librarian demonstrated a thorough knowledge of the subject matter.

Strongly Agree Agree Undecided Disagree Strongly Disagree

5. The content of the presentation was adequate and appropriate.

Strongly Agree Agree Undecided Disagree Strongly Disagree

6. I learned about new resources, ways to search, or sources to find information.

Strongly Agree Agree Undecided Disagree Strongly Disagree

7. The information the librarian introduced will help me find academic sources for my research paper or project.

Strongly Agree Agree Undecided Disagree Strongly Disagree

Student Appraisal Form

Instructor Evaluation

This survey gives you an opportunity to evaluate your instructor and class. The survey is anonymous and will allow you to express your views of this course and the way it is being taught. This appraisal will not be used for disciplinary or discharge procedures. Indicate the option closest to your view according to your level of agreement. Use the appropriate box on the Scantron Form provided.

SECTION I

ITEMS 1 - 19

Do not mark on this sheet; use Scantron Form provided.

- A - Agree
- B - Somewhat Agree
- C - Neutral
- D - Somewhat Disagree
- E - Disagree

1. The instructor has presented the objectives of this course clearly.
2. The instructor is accomplishing the course objectives.
3. The instructor made it clear how I am to be graded in the class.
4. The instructor is prepared and organized for each class.
5. The instructor summarizes or emphasizes major points in lectures or discussions.
6. The instructor starts the class and releases the class on time.
7. The instructor is using class time effectively.
8. The instructor is available for consultations with me.
9. The instructor demonstrates knowledge of the subject matter.
10. The instructor seems genuinely concerned with my progress and is helpful.
11. The instructor stimulates my interest in the subject matter.
12. The instructor has increased my awareness of opportunities in this subject area.
13. The examinations measure the important points of the course.
14. The instructor hands back exams and papers in a reasonable amount of time.
15. The instructor provides constructive feedback on papers or exams.
16. The instructor raises questions or problems for discussion.
17. In this class I feel free to ask questions or express opinions relative to the subject.
18. The instructor is open to the presentation of other viewpoints.
19. I would recommend this instructor to another student.

SECTION II

Please provide additional comments about the course or instructor on the Scantron Form provided.

Student Appraisal Form

Instructor (Distance Education) Evaluation

This survey gives you an opportunity to evaluate your instructor and class. The survey is anonymous and will allow you to express your views of this course and the way it is being taught. This appraisal will not be used for disciplinary or discharge procedures. Indicate the option closest to your view according to your level of agreement.

SECTION I

ITEMS 1 - 19

Do not mark on this sheet; use Scantron Form provided.

- A - Agree
- B - Somewhat Agree
- C - Neutral
- D - Somewhat Disagree
- E - Disagree

1. The instructor has presented the objectives of this course clearly.
2. The instructor is accomplishing the course objectives.
3. The instructor made it clear how I am to be graded in the class.
4. The instructor is prepared and organized for each lesson.
5. The instructor summarizes or emphasizes major points in lectures or discussions.
6. The instructor responds to students' questions in a timely manner.
7. The instructor uses online interactions to foster class discussion.
8. The instructor is available for consultations with me.
9. The instructor demonstrates knowledge of the subject matter.
10. The instructor seems genuinely concerned with my progress and is helpful.
11. The instructor stimulates my interest in the subject matter.
12. The instructor has increased my awareness of opportunities in this subject area.
13. The examinations measure the important points of the course.
14. The instructor returns exams and papers in a reasonable amount of time.
15. The instructor provides constructive feedback on papers or exams.
16. The instructor raises questions or problems for discussion.
17. In this class I feel free to ask questions or express opinions relative to the subject.
18. The instructor is open to the presentation of other viewpoints.
19. I would recommend this instructor to another student.

SECTION II

Please provide additional comments about the course or instructor.

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.

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.

SUMMER SCHEDULE AVAILABILITY REQUEST FORM (ALL FACULTY)

Last name:	First name:
Discipline:	Name of Dean/Supervisor:
Telephone:	Email:

Directions: For each day of the week, indicate the times you are available to teach. Please submit to your dean/supervisor electronically by this due date:

NO LATER than December 1 (year prior)

SAMPLE	Classes are scheduled from 7:00 am until 10:00 pm
1	<i>Available time blocks, e.g., 7:00 am- 2:00 pm; 6:00 pm-10:00 pm</i>
2	<i>Open (Available any time)</i>
3	<i>N/A (not available any time)</i>
4	<i>Available for online</i>

MON	
TUES	
WED	
THUR	
FRI	
SAT	

Please also indicate, in order of preference, the classes that you wish to teach, Use course numbers, e.g., CHM-22, and indicate your preference for face-to-face, hybrid, or fully online.

1. _____ 2. _____ 3. _____

What is the MAXIMUM number of units you wish to be scheduled? _____

****All full and part-time faculty members must complete this form to be considered for summer assignment****

NAME: _____ **FACULTY I.D.#** _____

DATE: _____

Part-time faculty

ACADEMIC YEAR SCHEDULE AVAILABILITY REQUEST FORM

Last name:	First name:
Discipline:	Name of Dean/Director:
Telephone:	Email:

Semester: ___ Fall ___ Spring _____ (YEAR)

Directions: For each day of the week, indicate the times you are available to teach, as well as your preference for which course(s) to teach. Please submit by email to your dean/supervisor, by these due dates:

- ❖ For a fall assignment: NO LATER than November 1 (year prior)
- ❖ For a spring assignment: NO LATER than May 1 (year prior)

I. Times available to teach. For each day, please provide the following information:

SAMPLE	Classes are scheduled from 7:00 am until 10:00 pm
1	<i>Available time blocks, e.g. 7:00 am- 2:00 pm; 6:00 pm-10:00 pm</i>
2	<i>Open (Available any time)</i>
3	<i>N/A (not available any time)</i>
4	<i>Available for online</i>

MON	
TUES	
WED	
THUR	
FRI	
SAT	

II. Preferred classes to teach: Indicate, in order of preference, the class(es) that you prefer to teach. Please use course numbers, e.g., CHM-22. Please also specify face-to-face, fully online, or hybrid.

1. _____ 2. _____ 3. _____

A part-time faculty member can be scheduled up to 67% of a full-time load (10 equated units). IF AVAILABLE, do you want to be scheduled for the maximum number of units? ___ YES ___ NO

If “no,” what is the MAXIMUM number of units you wish to be scheduled? _____

All part-time faculty members must complete this form to be considered for employment.

NAME: _____ **FACULTY I.D.#** _____

DATE: _____

PART-TIME FACULTY REQUEST FOR REEMPLOYMENT PREFERENCE

Last name:	First name:
Discipline:	Name of Dean/Supervisor:
Telephone:	Email:

I hereby request to be on the District's reemployment preference eligibility list.

In support thereof, I certify that: (Initial in this column) HR review

1. I have taught at Hartnell for at least 6 semesters. _____
 Date of first hire: _____

2. I have taught at least 10 sections at Hartnell. _____
 (for librarians and counselors, at least 1,225 non-instructional hours)

3. I have received at least two satisfactory (or better) performance evaluations in two separate years that include peer evaluations and student evaluations. _____

Signature _____

Date _____

PLEASE SUBMIT THIS COMPLETED FORM to your dean. The dean will forward to the Human Resources Office for verification and inclusion on the Reemployment Preference list. The form will be filed in your personnel file.

For HR OFFICE use only:

Received _____ Entered into Colleague _____

Verified _____ Approved for publication _____

Subsequent action: Lost preference? Date: _____

Reason _____