

**AGREEMENT BETWEEN  
HARTNELL COMMUNITY COLLEGE DISTRICT  
AND  
HARTNELL COLLEGE FACULTY ASSOCIATION/CCA/CTA/NEA  
FOR  
2022-2025**

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## ARTICLE 1. SOLE AGREEMENT

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 even though in negotiations the matters were proposed and later withdrawn;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

## ARTICLE 2. RECOGNITION

The District reaffirms its recognition of the Association as the exclusive representative of those employees in the bargaining unit enumerated in the DESCRIPTION OF UNIT of the NOTICE OF DECISION OF THE PUBLIC EMPLOYMENT RELATIONS BOARD, 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 unit member 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 their designee, whenever the Association wishes to schedule any District facility.
  
- D. 1. The president of the Association shall be granted 20% release time during their term of office at no loss of salary or other benefits for meeting and negotiating. The Association shall be granted an additional 20% release time that may be allocated to HCFA officers by HCFA each academic year. HCFA shall notify the Vice President of Human Resources by September 15<sup>th</sup> of each year regarding the name of the HCFA officers who are allocated release time under this paragraph.
  
- 2. In addition, up to five (5) unit 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.
  - a. Bargaining Sessions are defined as meetings attended by both parties (HCFA and District teams). Bargaining sessions pertain to meetings involving negotiations.
  
  - b. During academic years when negotiations are taking place, the District shall allow the Association bargaining team to schedule a substitute for up to 16 class sessions (total) per semester for the negotiation related work including, but not limited to, research, proposal writing, creating and organizing presentations and negotiation team meetings. The Association shall allocate this substitute time among the bargaining team as needed.
  
- E. 1. The District shall provide the Association with the contact information of unit members as a list of the following information with each field in its own column. The District shall provide all bargaining unit members information within five (5) days of March 15<sup>th</sup> and October 31<sup>st</sup> of each academic year. The information to be provided is:
  - a. First Name
  
  - b. Last Name
  
  - c. Job Title
  
  - d. Department
  
  - e. Work Telephone Number
  
  - f. Home Mailing Address (Including Apt #)
  
  - g. Home Telephone Number (if available)

- h. Personal Cell Phone Number (if available)
  - i. Personal Email Address (if available)
  - j. Hire Date
- 2. The home address, home phone number, personal cell phone number and personal email address shall not be provided if the unit member requests that this information not be disclosed. 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 their 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 they 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 their designee shall be informed of the time and place of the lottery. They 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. The District shall annually furnish the Association President with a seniority list of 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), below are the full-time and part-time faculty salary schedules for 2022-23, and 2023-24. 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”).

1. Effective July 1, 2022, the 2022-2023 HCFA salary schedules shall reflect a 6.25% increase from the 2021-2022 HCFA salary schedules.
2. Effective July 1, 2023, the new 2022-2023 HCFA salary schedules shall be increased by 4.2% and shall be restructured as shown in Table A.
3. Effective July 1, 2024, the restructured salary schedule attached as Exhibit A shall be increased by 1% or the State "funded" COLA less 1%, whichever is greater.

**2022/2023**

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	60,696	64,330	67,966	71,601	75,236
2	63,892	67,527	71,163	74,799	78,434
3	67,091	70,724	74,360	77,995	81,631
4	70,287	73,922	77,557	81,193	84,827
5	73,485	77,119	80,754	84,388	88,023
6	76,681	80,315	83,950	87,585	91,222
7	79,878	83,513	87,147	90,782	94,418
8	83,074	86,709	90,345	93,980	97,616
9	86,271	89,907	93,541	97,178	100,811
10	89,468	93,103	96,740	100,374	104,008
11	92,666	96,300	99,936	103,570	107,205
12	95,862	99,497	103,133	106,769	110,403
13	99,060	102,694	106,330	109,965	113,600
14	102,256	105,892	109,527	113,163	116,796
15	105,454	109,089	112,723	116,358	119,992
16	105,454	109,089	115,921	119,555	123,191
17	105,454	109,089	119,117	122,752	126,387
18	105,454	109,089	119,117	125,950	129,585
19	105,454	109,089	119,117	125,950	129,585
20	108,089	111,815	119,117	125,950	129,585

Not-in-contract (NIC) /Overload rates (Inc 3%)	
Lecture	\$84.42
Lab/Cou/Library/non-credit	\$75.05

**2023/2024**

175 days per academic year

Table A

Prev Steps	New Steps	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		63,245	67,032	70,821	74,608	78,396
2		66,575	70,363	74,152	77,941	81,728
3	1	69,909	73,694	77,483	81,271	85,060
4	2	73,239	77,027	80,814	84,603	88,390
5	3	76,571	80,358	84,146	87,932	91,720
6	4	79,902	83,688	87,476	91,264	95,053
7	5	83,233	87,021	90,807	94,595	98,384
8	6	86,563	90,351	94,139	97,927	101,716
9	7	89,894	93,683	97,470	101,259	105,045
10	8	93,226	97,013	100,803	104,590	108,376
11	9	96,558	100,345	104,133	107,920	111,708
12	10	99,888	103,676	107,465	111,253	115,040
13	11	103,221	107,007	110,796	114,584	118,371
14	12	106,551	110,339	114,127	117,916	121,701
15	13	109,883	113,671	117,457	121,245	125,032
16	14	113,212	117,115	120,790	124,576	128,365
17	15	116,643	120,664	124,120	127,908	131,695
18	16	120,177	124,320	127,881	131,240	135,028
19	17	123,818	128,087	131,756	135,217	139,119
20	18	127,570	131,968	135,748	139,314	143,334
	19	131,436	135,967	139,861	143,535	147,677

Not-in-contract (NIC) / Overload rates (Inc. 3%)	
Lecture	\$86.95
Lab/Cou/Library/non-credit	\$77.30

## 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 10<sup>th</sup> 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 10<sup>th</sup> 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, consistent with applicable law and regulations. 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 service in excess of the regular full-time work year. 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 15 days per year for one sport, and 22 days for two sports. The additional days shall be paid at 1/175 of the contract salary per day and shall be reported to STRS as service in excess of the regular full-time work year. 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 service in excess of the regular full-time work year. 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. Librarians shall work 10 additional days each year to provide flexible support to the year-round operation of the library. The additional days shall be paid at 1/175<sup>th</sup> of the contract salary per day and shall be reported to STRS or PERS as part of the regular work year, consistent with applicable law and regulations.

- 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

*\*Excludes head coaches assigned additional days beyond 175 days*

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.

Non-traditional season stipends shall be paid for activities required during the non-traditional or off-season such as administrative and coordinating duties, recruiting, game/meet/match coaching. The work period shall be defined as the non-traditional season intercollegiate course and/or related courses as specified by the California Community College Athletic Association (3C2A). Stipend amounts are as follows:

1. Part-time head coach: \$7,000 per sport\*
2. Assistant coach: \$4,500 per sport
3. Positional coach: \$2,000 per sport

*\*Excludes head coaches assigned additional days beyond 175 days*

Stipends shall be paid in equal monthly installments over the course of the non-traditional season.

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, they 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 UNIT MEMBERS

### 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 unit members. (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. Unit members must account for each day of the academic year. If a unit 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 their 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, they shall receive 50 percent of their 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 unit member employed five (5) days a week or to the proportion of ten (10) days of absence to which such unit member 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 unit member'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 unit members 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 unit member's patterns of absence indicates an abuse of sick leave, the unit member may be required to produce verification of illness certified by the unit member'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 their immediate family.
  - b. Accident involving their person or property, or the person or property of a member of their immediate family.
3. For any reason other than those in 2, above, the unit member must obtain advance permission to take such leave from the superintendent/president or their designee.
4. Personal necessity leave shall not be in excess of six (6) days in any academic year.
5. Any unit member using personal necessity leave for reasons stated in 2, above, shall attempt to provide their dean/immediate supervisor with as much notice as possible of the intent to take such leave. Upon returning from said leave, the unit member shall present a written statement to their 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, shall be defined the same as the definition under the section for Bereavement leave in this Article.

**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 unit member'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 their discretion, may utilize up to ~~two (2)~~ four (4) days of Paid Personal Use Leave during the academic year. The unit member 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 unit member's accumulated sick leave.
4. Said leave shall only be taken one or two days at a time. The days cannot be used on the days scheduled for mandatory flex days (e.g. student success conference), commencement or to extend a vacation or holiday weekend.

#### E. PAID BEREAVEMENT LEAVE (See Education Code 87788)

Each unit member 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 unit member's immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from sick leave. The leave shall be taken within one (1) year of the death. "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, mother-in-law, father-in-law, 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 unit member.

Bereavement Leave shall also include stillbirth and miscarriage. For the purpose of this bereavement leave section the Centers for Disease Control and Prevention's (CDC's) definition of miscarriage and stillbirth still apply.

F. PAID LEAVE FOR ATTENDANCE AT PROFESSIONAL CONFERENCE, WORKSHOPS, AND CONVENTIONS

Each bargaining unit member, 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 they are 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 unit 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 unit 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 member regularly called for jury duty (not including the grand jury). The unit member shall endorse all fees received on account of serving as a juror over to the District. Any such employee shall notify their supervisor immediately upon being informed that their presence is required for jury service. Mileage fees shall not be given to the District.

I. 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, they shall be paid such portion of the salary due them 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, they 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 them 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 unit member and the unit member'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-Unit members may take Family and Medical Leave in accordance with the federal Family and Medical Leave Act.
3. California Family Rights Act and Parental Leave -Unit members 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 unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member.”
  - c. The unit member 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, a unit member 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 their 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 unit 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 unit 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. Unit members 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 unit member that they have 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 unit members 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 vision and the unit 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 their 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 unit 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 unit members who have served the District for at least six consecutive years are eligible for sabbatical leave.
    - b. After receiving a sabbatical leave, unit members are ineligible for a subsequent Sabbatical 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:

<b>Points</b>	<b>Criterion</b>	<b>Description</b>
40	Growth to applicant	Potential of the plan to result in growth to the applicant in their primary areas of responsibility: <ol style="list-style-type: none"> <li>a. direct responsibilities (15 points)</li> <li>b. intellectual/academic development (15 points)</li> <li>c. service to the community (10 points)</li> </ol>

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 unit 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, the unit member will retain the same level of District health and welfare benefits, including District contributions.

8. Regulations

- a. Regular full-time unit members 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, health insurance and STRS/CalPERS, consistent with applicable law and regulations.
- e. Service requirement/bond:
  - 1. Every unit member, 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 their return from the leave. That period shall be at least twice the period of the leave.
  - 2. The compensation shall be paid to the unit member while on the leave of absence in the same manner as if the unit member were teaching in the District, upon the

furnishing by the unit member of a suitable bond indemnifying the District against loss in the event that the unit member fails to render the agreed upon period of service in the employ of the District following the return of the unit member 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 unit member to return from the leave, the Board in its discretion may waive the furnishing of the bond and authorize the District to pay the unit member 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 unit member 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 unit member 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 unit member.
  5. The bond shall be exonerated in the event the failure of the unit member to return and render the agreed upon period of service is caused by the death or physical or mental disability of the unit member.
- f. If the unit member 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 unit member furnished an indemnity bond, upon default, the proceeds of the bond shall be divided between the unit member 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 unit member taking leave.
- h. Not later than 60 days after returning to active service in the District, the unit 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 unit 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 unit 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, they 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.
- Y. Hybrid Work Schedules for Non-Instructional Faculty (Counselors, Librarians, Instructional Specialists)

#### Section 1: Definition

- A. Hybrid work is a flexible work schedule arrangement pre-approved by the employee's Area Dean or Director in which some of the work is performed at a location other than the regularly assigned work location on campus.
- B. On-campus is defined as work performed at the Hartnell College campus or center: Main Campus/Salinas, Alisal Campus, Salinas, King City Education Center, Soledad Education Center, and Castroville Education Center. Some assignments may include additional, regular work sites located off-campus. These are not considered hybrid or remote work sites for the purposes of this article.

#### Section 2: Hybrid Schedules

- A. All non-instructional faculty (Counselors, Librarians, Instructional Specialists) shall be assigned to work locations on campus.
- B. Remote work is work accomplished at a site other than the non-instructional faculty member's assigned work location on campus. Remote work shall be identified as a pre-approved hybrid schedule for the non-instructional faculty member. Remote work is voluntary and therefore, there shall be no reimbursement of expenses related to remote work.

- C. A “Hybrid Schedule” is defined as a pre-approved work schedule that provides for remote work not to exceed forty percent (40%) of the assigned work week, scheduled as a full day or days.
- D. Except when working remote consistent with an accommodation plan developed pursuant to the interactive process required by the Americans with Disabilities Act, non-instructional faculty scheduled to work the week prior to the start of the Fall and Spring semesters, shall provide in-person/on campus services. During the first week of classes each semester, all non-instructional faculty shall provide in-person/on campus services. Other than the ten (10) days for each semester described herein, department leadership and the non-instructional faculty member shall collaborate to determine the days/times to work on-site and days/times to work remotely to ensure adequate coverage on campus to meet student and staff needs. Assignments to work a hybrid schedule shall be based on non-instructional faculty seniority. Hybrid schedules shall be approved by the department manager. Denied requests for a hybrid schedule may be appealed to the Vice President of Human Resources and HCFA.

Section 3: Requests to work remote due to illness or injury.

- A. When an illness or injury of an employee prevents that employee from reporting to their worksite, and if a medical professional determines that work can still be performed safely, they may request hybrid or full remote work as an alternate to using leave throughout the interactive process required by the Americans with Disabilities Act.

Section 4: Revoking Hybrid Schedules

- A. The hybrid/remote schedule resides within the sole discretion of the department Area Dean or Director and the hybrid arrangement may be revoked at any time on an individual basis. Such revocation shall not be made in an arbitrary, discriminatory, or capricious way. However, if the schedule arrangement is revoked, the College/department shall give the employee ten (10) working days’ notice in writing. After this period, the employee shall return to their original work location and/or schedule.
- B. Any Unit members whose hybrid schedules have been revoked shall have the opportunity for reinstatement of their hybrid schedule after two (2) semesters have elapsed.

## 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, head coaches who are full-time faculty shall receive 3.0 equated units of load for promotion, recruiting, and placement of the athletes and the sport. Promotion may include social media content creation and monitoring. Recruiting shall be defined as activities such as campus or home visits, video/phone call or text messaging, travel to and from and attendance at high school sporting events. Placement may include university or college recruiter visits, video/phone call or text messaging, and on campus scholarship signing events. Sports with combined men's and women's teams shall be treated as one team for the purposes of promotion, recruiting and placement. This currently includes M/W Cross Country, M/W Swim and Dive, and M/W Track and Field. 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 workload shall be thirty-eight (38) hours per week.

The thirty-eight (38) hour week shall 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.
  - d. and other counseling duties as assigned.

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.

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.

- E. Librarian work load shall align with the 175-day academic year, plus 10 additional days, offering flexibility for the 10 additional days, to establish workdays in collaboration with the Dean. A typical workday shall encompass direct student engagement, including, though not restricted to, student support and assigned library responsibilities, as well as preparation, participation in professional development activities and the provision of other essential services to the college.

Librarian work load shall be thirty-eight 38-hours per week. Of this time, thirty-three (33) 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.

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 unit members and one-hundred-seventy-six (176) days for new full-time unit members.
  - 1. One of the one-hundred seventy-six (176) days will be an orientation day for new full-time unit members, 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 unit members, 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. Juneteenth shall be a holiday.
- G. Flex Activities
  - 1. Full-time unit members 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 unit members, and may also include activities for the whole institution.
    - b. A second flex day will be designated for activities for all full-time unit members 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 unit members 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 unit 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 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 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. There 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 evaluates 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 evaluatee 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, they may appeal within ten (10) days after receiving the supervisor's written decision on the appropriate form to the vice president for instruction or the vice president of student services, or his/her designee, depending upon which dean his/her immediate supervisor reports to.
- F.2.b. The appeal shall include a copy of the original grievance, a written copy of the decision rendered by his/her immediate supervisor/designee, and a clear, concise statement of the reason(s) for the appeal.
- F.2.c. The appropriate immediate supervisor/designee shall communicate his/her decision to the grievant, in writing, within ten (10) days of receiving the appeal. If the appropriate immediate supervisor/designee does not respond within the time limits, the grievant may appeal to the next level.
- F.2.d. Within the time limits, either the grievant or the appropriate immediate supervisor/designee may request a personal conference with the other party.

#### Level F.3

- F.3.a. In the event the grievant is not satisfied with the decision rendered in Level II, they 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 MEDIATION

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 mediation of the dispute. If such request is made, the appointment of a mediator shall be made through the California State Mediation and Conciliation Service. The mediator shall meet promptly with all interested parties and attempt to resolve the grievance. The mediator may choose to issue a written statement in conjunction with their attempts to resolve the grievance. In any event, the mediator will have no power to add to, subtract from, or modify the terms of this agreement, or the written policies, rules or regulations, and procedures of the District. The mediator's findings, recommendations, and conclusions are advisory only. If the grievant is not satisfied with the resolution proposed by the mediator, or if the District does not accept the resolution proposed by the mediator, the grievant may request that the Association submit the grievance to arbitration.

#### Level F.5 ARBITRATION

- F.5a. If the grievant and the Association are (or the Association as the grievant is) not satisfied with the decision rendered pursuant to Level IV, 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.5b. Upon receipt of the written request, the superintendent/president shall request the California State Mediation and Conciliation Service 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 arbitrator; or if the parties are unable to mutually agree on an arbitrator, they shall alternately strike a name until only one (1) remains. The order of the striking shall be determined by lot.

- F.5c. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, will be borne equally by the District and 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.5d. 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.5e. The arbitrator shall conduct a hearing and submit his/her findings and decisions in writing to the Board, the grievant, and the Association. The arbitrator shall decide all issues of arbitrability prior to hearing either parties’ case on the merits of the grievance.
- F.5f. 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 a 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, 2022, the current HCFA 2021-2022 hourly rate schedules shall be increased by 6.25%.

Effective July 1, 2023, the new 2022-2023 HCFA hourly rate schedules shall be increased by 4.2%.

Effective July 1, 2024, the new 2023-2024 hourly rate schedule shall be increased by 1% or the State "funded" COLA less 1%, whichever is greater.

**PART-TIME FACULTY PAY SCHEDULE 2022-2023 Inc. 6.25%**

STEP	Column A <i>Less than Master's degree</i>	Column B <i>Master's degree or equivalent</i>	Column C <i>Master's + 30 or Bachelor's + 60 with Master's</i>	Column D <i>Master's + 60 or Bachelor's + 90 with Master's</i>	Column E <i>Doctorate</i>
1- lecture	67.03	70.84	73.68	76.62	79.69
1- lab/cou/lib	57.19	60.20	62.62	65.13	67.73
2- lecture	70.00	73.68	76.62	79.69	82.88
2- lab/cou/lib	58.93	62.62	65.13	67.73	70.44
3- lecture	72.80	76.62	79.69	82.88	86.19
3- lab/cou/lib	61.88	65.13	67.73	70.44	73.25
4- lecture	75.70	79.69	82.88	86.19	89.63
4- lab/cou/lib	64.35	67.73	70.44	73.25	76.19
5- lecture	78.74	82.88	86.19	89.63	93.21
5- lab/cou/lib	66.92	70.44	73.25	76.19	79.23
6- lecture	81.89	86.19	89.63	93.21	96.95
6- lab/cou/lib	69.60	73.25	76.19	79.23	82.40

**PART-TIME FACULTY PAY SCHEDULE 2023-2024 Inc. 4.2%**

<b>STEP</b>	<b>Column A</b>	<b>Column B</b>	<b>Column C</b>	<b>Column D</b>	<b>Column E</b>
	<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	69.85	73.81	76.78	79.83	83.03
1- lab/cou/lib	59.60	62.73	65.25	67.87	70.58
2- lecture	72.94	76.78	79.83	83.03	86.36
2- lab/cou/lib	61.40	65.25	67.87	70.58	73.40
3- lecture	75.86	79.83	83.03	86.36	89.81
3- lab/cou/lib	64.48	67.87	70.58	73.40	76.33
4- lecture	78.88	83.03	86.36	89.81	93.40
4- lab/cou/lib	67.05	70.58	73.40	76.33	79.39
5- lecture	82.05	86.36	89.81	93.40	97.13
5- lab/cou/lib	69.73	73.40	76.33	79.39	82.56
6- lecture	85.33	89.81	93.40	97.13	101.03
6- lab/cou/lib	72.53	76.33	79.39	82.56	85.86

1. Definitions:

- a. The rules for column placement and movement are the same as the rules that exist for full-time faculty.
- b. 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.
- c. 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.
- d. Former full-time tenured faculty, who left the College in good standing and are 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.”

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, mother-in-law, father, father-in-law, 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 unit member 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 unit member's immediate family. No deduction shall be made from the pay of such employee nor shall such leave be deducted from sick leave. The leave shall be taken within one (1) year of the death. "Member of the immediate family," as used in this section, is defined in Section C.2.6., above.

Bereavement Leave shall also include stillbirth and miscarriage. For the purpose of this bereavement leave section the Centers for Disease Control and Prevention's (CDC's) definition of miscarriage and stillbirth shall apply.

#### 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 and non-credit courses. Participation by faculty teaching credit and non-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 and non-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, <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, and this list will be shared with all part-time faculty and the HCFA President through an e-mail communication each semester. (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. They fail to adhere to District policies and procedures, violate or refuse to obey laws, regulations, or published practices of the District, or receive an unsatisfactory evaluation.
  - c. The District shall notify the faculty member in writing that they have lost their reemployment preferences and shall include the reasons why such removal from the reemployment preference list was taken. This notice shall be provided to the faculty member during the semester in which the decision was made.
7. **Regaining Reemployment Preference:** If faculty loses reemployment preference for any reason described in paragraph 6, they may reapply for reemployment preference after working two semesters with satisfactory evaluations. They will be placed on the list according to the date of their reapplication.
8. **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.
9. **“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.
10. **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.”
11. This section, agreed to between the parties before July 1, 2017, implements section 87482.3(b) of the Education Code.

## I. HEALTH BENEFITS

1. At the commencement of the Spring 2024 Semester, part-time faculty members shall be eligible for the same District-sponsored health insurance coverage provided to full-time faculty when meeting one of the following eligibility criteria as set forth under California Education Code 87860-87868. Initial eligibility shall be based upon the Fall 2023 load, and thereafter shall be determined based upon the completed load for the prior semester or academic year:



- a. Has an assignment as a part-time faculty member with the District equal to or greater than forty percent (40%) of a full-time assignment.
- b. To be eligible, the part-time faculty member must not be receiving health insurance coverage from another employer either directly, as a spouse, a domestic partner, or as a dependent in accordance with California Education Code Section 87864;
- c. To employee may elect to choose insurance for one party, two party or family coverage. To be included in plan coverage, dependents of part-time faculty members participating in the District-sponsored healthcare program shall not be receiving benefits from another source simultaneously. Employees will be expected to sign a document with Human Resources verifying they are not receiving benefits from another source.

2. Open Enrollment Periods:

- a. The District will offer the same medical plans currently available to full-time faculty to qualifying part-time faculty.
- b. Once an employee is eligible to participate in the program, they have thirty days to enroll, or must wait for the next enrollment period.
- c. At the beginning of each semester, the District shall notify qualifying part-time faculty members of their ability to receive employer sponsored health insurance from the District.
- d. An eligible employee who chooses not to participate in the program must wait until the next open enrollment period to join the program.

3. Multi-District Part-Time Faculty: Has an assignment as a part-time faculty member with the District and one or more other California community college districts where the total assignment is equal or greater than 40% of a full-time assignment:

- a. A qualifying multi-district part-time faculty member must provide timely documentation as requested by the District demonstrating they meet the eligibility requirements.
- b. Upon receipt of evidence of multi-district part-time faculty member's medical premium payment(s), the District shall issue a reimbursement equal to its share of this premium payment. The District's share shall be determined by dividing the total health insurance premium paid by the multi-district part-time faculty member by the total number of California community college districts in which the multidistrict part-time faculty member currently holds an active assignment. The District's share shall not exceed that which it would have paid if the multi-district part-time faculty member had purchased the District's most commonly subscribed plan for the selected number of dependents divided by the total number of California community college districts in which the multidistrict part-time faculty member currently holds an active assignment.

4. The District shall be responsible for seeking reimbursement from the California Community College Chancellor's Office (or as otherwise set by law or regulation) for part-time faculty healthcare benefits costs in a timely manner.
5. Cost Neutrality and Program Suspension: This proposal was made by HCFA and accepted by the District solely on the basis that it will be "cost neutral" to the District. It is the intent of this agreement that the full cost of all health insurance premiums paid by the District for part-time faculty will be reimbursed by the State under the incentive program set forth in Education Code Sections 87860-87868. If, at any time, the health insurance premiums paid by the District are not fully reimbursed (100%) for the fiscal year in which the health insurance premiums were paid, this program shall be suspended, without any negotiations regarding the decisions or the "effects" of the suspension.
  - a. If this program is suspended, part-time faculty participating in a District sponsored health plan at the time of suspension shall continue their coverage at the District's expense through the end of the then current semester.
  - b. If this program is suspended, HCFA shall have the right to reopen negotiations on health & welfare benefits under this article. If HCFA wishes to open negotiations it shall provide the District with written notice to the Vice President of Human Resources and the parties shall commence negotiations within ten (10) work days of the written notice. A demand to reopen negotiations under this article shall not impact the District's right to suspend the program as stated above.
6. Reopener: Both parties agree to meet to discuss the financial implications of the part-time health benefits program at least once every three years.

## J. ACADEMIC FREEDOM

Part-time faculty shall have the same rights to Academic Freedom as full-time faculty under Article 24 of this Agreement.

## 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., CCCCO, 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. ACADEMIC FREEDOM

### **Academic Freedom**

Consistent with Board Policy 4030, the Hartnell Community College District is committed to an academic environment that embraces the principles of academic freedom and freedom of expression. It recognizes that academic freedom provides a foundation for intellectual stimulation and development, and academic success in the teaching environment.

The District also recognizes that academic freedom is fundamental to the protection of faculty and students' rights.

### **Academic Freedom and Protection**

Academic freedom encompasses the freedom to study, teach and express ideas, including unpopular or controversial ones, without censorship, political restraint or retribution. Academic freedom allows for the free exchange of ideas in the conscientious pursuit of truth.

Protecting academic freedom is the responsibility of the college community. In a climate of openness and mutual respect, the college protects and encourages the exchange of ideas which are presented in the spirit of free and open dialogue in accordance with the constitutional protections of free speech.

### **Textbooks**

Although academic employees have the obligation to ensure that their classroom material meets the valid educational objectives of the course as stated in the approved Course Outline of Record, they are entitled to freedom in the classroom in presenting subjects they teach and shall be free to select and use textbooks and materials that they deem appropriate to meet the stated learning outcomes for the course. Academic employees are entitled to full freedom in their use of books, online sources, and internet sites and in the publication of the results of any research that may result from the use of these resources.

Academic Freedom does not prevent the District from enforcing standards of professionalism, policies prohibiting discrimination or harassment, or other standards of conduct applicable to District employees.

## ARTICLE 25. TERM OF AGREEMENT

1. The term of this new agreement shall be from July 1, 2022 through June 30, 2025.
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 will continue negotiations on equated lab units after the subcommittee returns its recommendations.
  - b. The Parties agree to sunshine their initial proposals for a successor agreement no later than the first regular Board meeting in October 2024. 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, 2025.

**HARTNELL COMMUNITY COLLEGE  
DISTRICT\***

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

By: \_\_\_\_\_  
Michael Gutierrez  
Superintendent/President

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

By: \_\_\_\_\_  
Nancy Schur Beymer  
HCFA President

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

By: \_\_\_\_\_  
Dianna L. Rose  
Chief Negotiator

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

By: \_\_\_\_\_  
Ashley Gabriel  
Chief Negotiator

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

By: \_\_\_\_\_  
Joy Cowden  
Bargaining Team Member

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

By: \_\_\_\_\_  
Aron Szamos  
Bargaining Team Member

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

By: \_\_\_\_\_  
Carla Johnson  
Bargaining Team Member

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

By: \_\_\_\_\_  
Lawrence Adams  
Bargaining Team Member

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

By: \_\_\_\_\_  
Christopher Zepeda  
Bargaining Team Member

By: \_\_\_\_\_  
Josh Kobb  
CTA Representative

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

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

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



HARTNELL COMMUNITY COLLEGE  
DISTRICT,

Employer,

and

HARTNELL COLLEGE FACULTY  
ASSOCIATION CTA/NEA,

Exclusive Representative.

Case No. SF-UM-817-E

UNIT MODIFICATION ORDER

TITLE OF UNIT: Certificated Unit

Pursuant to authority vested in the undersigned by the Public Employment Relations Board, the following modification of the above-referenced unit is approved:

The position of faculty DEPARTMENT CHAIR is ADDED to the unit.

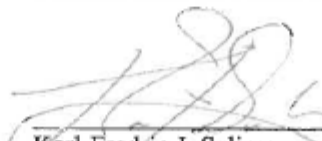
This Unit Modification Order shall not be considered to be a certification for the purpose of computing time limits pursuant to PERB Regulation 32754.

Issuance of this Order shall not be interpreted to mean that the Board would find this unit, as modified, to be an appropriate unit in a disputed case.

Signed at Oakland, California

On January 23, 2019

On behalf of  
PUBLIC EMPLOYMENT RELATIONS BOARD

  
Karl-Fredric J. Seligman  
Regional Attorney

COPY

**STATEMENT OF GRIEVANCE**

APPENDIX B

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

\*\*\*\*\*

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\*\*\*\*\*

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\*\*\*\*\*

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\*\*\*\*\*

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

\_\_\_\_\_

\_\_\_\_\_

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

\*\*\*\*\*

NOTES:

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

## FACULTY PROFESSIONAL GROWTH REPORT

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

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

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

### COURSE WORK

Please describe the courses you have taken and comment on their value to you professionally.

### CONFERENCE/WORKSHOPS

Please describe and briefly comment on the professional value of any activities since your last evaluation.

### 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.)

### PROFESSIONAL PUBLICATIONS or OTHER ORIGINAL WORKS

- (1) Please list the title of any textbook, workbook or manual which you have completed writing during this academic year, and submit with your report a copy of same which will be returned.
- (2) Please list and attach any articles you have written for professional publication or grant proposals which you have submitted for acquisition of outside funding during this academic year.
- (3) Other Original Works such as gallery display, original composition or theatrical performance.

### 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.

### COLLEGE RELATED ACTIVITIES REPORT

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

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

Summarize your college related activities. Please provide evidence to substantiate the activities.

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 recruitment 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.
2. Participation in organized student success efforts.



## 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.

SELF-APPRAISAL GUIDELINES

1. Please summarize your professional accomplishments over the past year.
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
2. Please select 1 - 3 goals to be accomplished prior to the next evaluation period. (1<sup>st</sup> year probationary faculty, establish goal(s) in year one and evaluate the second year)
  
  
  
  
  
  
  
  
  
  
  
  
  
  
  
3. Please evaluate and summarize your goals that were created from your previous evaluation. Were they completed?

EDUCATION CODE SECTION 87610.1

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

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

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

- c) Any grievance brought pursuant to the provisions of subdivision (b) may be filed by an employee on his or her behalf, or by the exclusive bargaining representative on behalf of an employee or a group of employees in accordance with Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code. The exclusive representative shall have no duty of fair representation with respect to taking any of these grievances to arbitration, and the employee shall be entitled to pursue a matter to arbitration with or without the representation by the exclusive representative. However, if a case proceeds to arbitration with representation by the exclusive representative, the resulting decision shall not be considered a precedent for purposes of interpreting tenure procedures and policies, or the collective bargaining agreement, but instead shall affect only the result in that particular case. When arbitrations are not initiated by the exclusive representative, the district shall require the employee submitting the grievance to file with the arbitrator or another appropriate party designated in the collective bargaining agreement, adequate security to pay the employee's share of the cost of arbitration.
- d) The arbitrator shall be without power to grant tenure, except for failure to give notice on or before March 15 pursuant to subdivision (b) of Section 87610. The arbitrator may issue an appropriate make-whole remedy, which may include, but need not be limited to, back pay and benefits, reemployment in a probationary position, and reconsideration. Procedures for reconsideration of decisions not to grant tenure shall be agreed to by the Governing Board and the exclusive representative of faculty pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.

- e) Any employees who are primarily engaged in faculty or other bargaining unit duties, who perform "supervisory" or "management" duties incidental to their performance of primary professional duties shall not be deemed supervisory or managerial employees as those terms are defined in Section 3540.1 of the Government Code, because of those duties. These duties include, but are not limited to, serving on hiring, selection, promotion, evaluation, budget development, and affirmative action committees, and making effective recommendations in connection with these activities. These employees whose duties are substantially similar to those of their fellow bargaining unit members shall not be considered supervisory or management employees.

Added Stats 1988 ch 973 § 46.

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

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



HARTNELL COLLEGE

**HUMAN RESOURCES AND  
EQUAL EMPLOYMENT OPPORTUNITY**

**APPLICATION FOR ADDITIONAL FACULTY SERVICE AREA**

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

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

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

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

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

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

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

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

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

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