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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;

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 is attached hereto as Exhibit “A.”

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

ARTICLE 5. WAGES

$ 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").

Effective July 1, 2022, the 2022-2023 HCFA salary schedules shall reflect a 6.25% increase from the 2021-2022 HCFA salary schedules.

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 AEHORZ.

Effective July 1, 2024, the restructured salary schedule VKRZQ as DEOH 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					

B. SALARY SCHEDULE DEFINITIONS AND CRITERIA

1. Educational degrees and credits:

   a. The schedule is defined in terms of semester units. All units completed after the BA/BS degree must be upper division or graduate units in appropriate major or minor fields or in education courses. "Extension" classes will also be accepted if they are accepted by the accredited parent institution as upper division or graduate units. All other courses used for advancement on the salary schedule must have the prior approval of the superintendent/president.

   b. All college credits and degrees must be supported and verified by official transcripts from colleges or universities that are accredited by regional or national accrediting agencies recognized by the Secretary of Education of the U.S. Department of Education as reliable authorities concerning the quality of education or training offered by the institution of higher education.

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

2. Columns shall be defined as:

   a. Column A: Faculty not qualified for Columns B, C, D, or E.

   b. Column B: Faculty who hold a Master's Degree.

   c. Column C: Faculty who hold a Master's Degree plus thirty units, or BA/BS Degree plus sixty units with Master's Degree.

   d. Column D: Faculty who hold a Master's Degree plus sixty units or BA/BS plus ninety units with Master's Degree.

   e. Column E: Faculty who hold earned doctorate.

3. An incoming faculty member will be placed on the salary schedule according to:

   a. Official transcripts from accredited colleges and universities, as defined in section B.1.b., above, that verify units/credits and

   b. Approved, verified, prior employment experience.

   The faculty member will be given credit for a maximum of five (5) years of appropriate teaching experience or appropriate trade experience for those who hold vocational credentials. In cases where a faculty member has work experience that is directly related to his or her teaching assignment, that experience may be credited as if it is teaching experience. The Governing Board reserves the right to approve the placement of faculty on a

higher step upon the recommendation of the superintendent/president. All prior experience used for salary placement shall show inclusive dates of such experience and must be verified by the former employers.

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

5. Instructors in the Registered Nursing Program are required to have at least two (2) years of hospital nursing experience in addition to the experience which is required as a part of their training program before employment by the District. Such work experience must include at least one (1) year's continuous experience in the practice of professional nursing.

6. During evaluation years, a faculty member shall not receive an annual increment if he or she receives an unsatisfactory evaluation.

7. Changes in salary columns shall be made only at the beginning of each semester. For changes effective in the Fall semester, the faculty member must file a notice of intention to change columns in the superintendent/president's office by June 1 of that year, and must file with the Human Resources office, before the first Fall pay period, original transcripts showing additional credits earned justifying the move. For changes effective in the Spring semester, the faculty member must file a notice of intention to change columns in the superintendent/president's office by November 1 of the preceding year, and must file with the Human Resources Office, before the first Spring pay period, original transcripts showing additional credits earned justifying the move. Late filings of notice or transcripts will delay the column change as follows: where the submission of the required paperwork occurs no later than the 10th day of any month, column movement shall occur in the pay period that the documentation was provided, if the faculty member is scheduled to receive a pay check in that pay period, otherwise the first pay period for that member after submitting the documentation. If the required paperwork is received later than the 10th day of the month, column movement shall occur in the first pay period for that faculty member, following submission of the required paperwork. No change in salary classification attained through summer session attendance shall be granted unless such notice of intention to change salary classifications has been filed in the superintendent/president's office by June 1 of that year. Change in column status on the salary schedule is effected only through the accumulation of

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 $1/175^{th}$ 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 prelsxperiencriesc

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 insurapaid l creemrssce mid11.73 0 Td(-)Tj0.33HTJ-4 (ai)-6 fc

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.

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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

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 in the bargaile

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(o t)-2 (hi)-2 (s)-1 (s)-1 (a.8t)-2 (h a)TJ13.89 0 Td( )Tj0.002 T

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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 objecti 0 Td[L)23 (is)1 (t th)2 (e)u (nt)-2 (/ld[L(c)6 3 (is)1 is)1 is)8(me)6 (n)2 Dst t
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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

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.

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7. Compensation l(n02 Tc -0.00(a)6.)3 (oTd(0 Td[(o)-3bb/MCID (r a)1 (fu(c5a[-1.18 Td[8 Td[ec5a[-1.1v0.002 w)3 (e)4 (l)4

   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 beneref5 (2n2 (it(r)-1 .a2.ih0 Td( )Tj0.002 Tc -0.00(a)6.)3 (e)4 (b .)3 (a)4 (i2(a) 0d(c5a[)Tj0.00

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 4 (bond m)-2 (a)4 (y)30 4 (y)30 6 (o)-4 (P-58.03 3

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

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

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

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.

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.

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 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 semestere(on)]TJ-0.(of)3 (t)- nm3 (tR(t)-2 (he)4 (or)3 (i2 (ne)4 EMC /LBodi)-2 (5Myf

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, anddDC EMC c 0 Tw 1(d)2 (DC EMC c 0 Tw 1(d)2 (DC EMC c 0 Tw 1(u7o4pCT 4[s)

ARTICLE 12. CLASS SIZE

A. MINIMUM CLASS SIZE

1. As the college wishes to offer a comprehensive educational program that would

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	

ARTICLE 13. EVALUATION OF REGULAR (TENURED) ACADEMIC PERSONNEL

A. PURPOSE

1. The bed [1 (he)4O002 TweA,c [1 rCCCuheeA, 1heCoCCmA,prCed [1 d [1duc [1heeA, he prCC002 Tw c

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 tion E. 1. wu

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.

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

H

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

alternate forms allow assessment of the criteria included in this article, including the related appendices. In such a case, a copy of the alternate forms will be filed with the appropriate vice president before they are used in a worksite evaluation.

d. The class meetings to be observed shall be decided during the pre-evaluation conference by consensus among the members of the evaluation team, including the evaluatee. Determination of which class meetings/counseling sessions will be observed should take into consideration the best opportunities to allow a full picture of the faculty member's talents and breadth of instructional methods and activities. If consensus cannot be reached, then the appropriate vice-president shall make the determination, which shall be final.

e. If the evaluatee is in a non-instructional position, e.g., counselor or librarian, the evaluation team members shall review relevant materials and observe the performance of non-teaching duties that include significant time with students while performing academic functions. Each observation shall be at least one hour in length (two half-hour sessions or a single one-hour session). If the evaluatee does have a classroom teaching assignment, that class or those classes should be observed.

f. For self-paced labs and academic support services, observations shall be made during times when the faculty member is performing academic functions working with students.

g. For faculty teaching distance education courses, a worksite observation shall consist of one (1) learning unit of a course, which should be roughly equivalent to the material that would be covered in one (1) week of class. Evaluators will be given access to all materials posted by the instructor and discussion thread posts by both the instructor and students for that learning unit and have access to some documents outside of the unit including: a syllabus, lesson plan, class policies, required class activities, exam questions, and any current announcements posted for the course. Just as with face-to-face classes, students may be told that a faculty worksite observation is being conducted. The unit to be evaluated will be agreed upon by the evaluators and evaluatee prior to the evaluation taking place. The evaluator will have access to the course management system as a guest during the one-week period referenced above.

h. For faculty teaching face-to-face courses evaluators will be given all materials including: a syllabus, lesson plan, class policies, required class activities, exam questions, and any current announcements concerning the course. Students may be told that a faculty worksite observation is being conducted. The classes to be evaluated will be agreed upon by the evaluators and evaluate prior to the evaluation taking place.

i. Worksite observations shall be completed by November 15 in the fall. Failure to complete observations by this deadline shall not preclude the administrator from scheduling late observations in order to get a more complete picture of the work performance of the evaluatee, prior to the post-evaluation conference.

j. Additional work site observations may be made by the evaluators in the spring, according to the criteria in section B.2, above.

4. EVALUATOR'S ASSESSMENTS

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

F. CONFERENCES

1. Pre-evaluation conference

Prior to the beginning of the tenure review evaluations, preferably within the first three weeks of the semester, for each year of the tenure process, the evaluatee, the administrator and peer(s) will meet and review the evaluation criteria and procedures and develop an evaluation plan which includes the evaluation time line, classes to be observed and the criteria for professional growth and professional activities. Beginning in the second year, this conference also will consider the results of the previous year's evaluations so that areas of growth and improvement can be recognized.

2. Conference(s) with peer(s)

The peer who is in the same or similar discipline and the evaluatee will meet at least twice a semester to discuss areas such as: teaching techniques, instructional materials, worksite observations, professional relationships, and routine requirements of the job. Additional conferences with either or both peers are encouraged.

3. Conference(s) with the administrator

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

4. Evaluation Team Conference

Prior to the post-evaluation conference, the administrator and the peer evaluators shall meet to determine if all agree on a rating and on the evaluatee's general strengths and areas needing improvement. In the event there is disagreement, the administrator and the peer evaluators will discuss all of the evaluation materials and their differences so as to decide how and what to tell the evaluatee.

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

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.

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

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

names. A copy of this request shall be sent to 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

i. Given by the employee's supervisor or second level manager. No record of this step

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

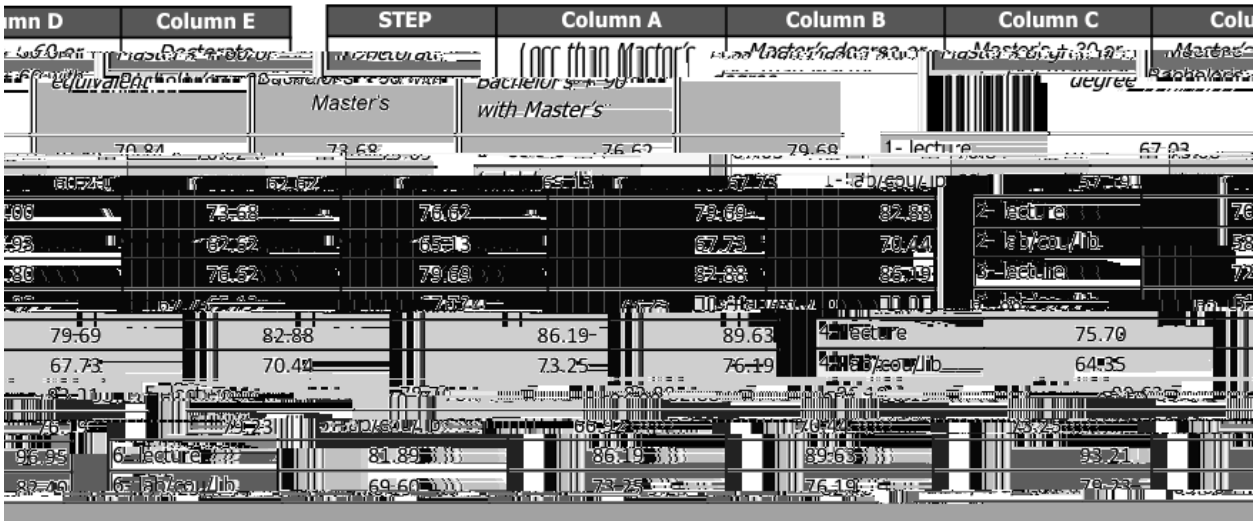
A. WAGES

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.



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

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-

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. Re(M)-2 (EN)1 (T P)-5 (R)-4 (EF)5 (ER)-4 (EN)0.9 (C)-(bi)-2 (a)4AEFER21(nt)-2 (s)-1 (i;Tc 0.)o.-aculty

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

a. Has an assignment as a part-time faculty member with the District equal to or greater than

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

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 prol D1ybrTw [(L)19 ing E E E Eor te(n-

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.

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.

ARTICLE 24.

ARTICLE 25. TERM OF AGREEMENT

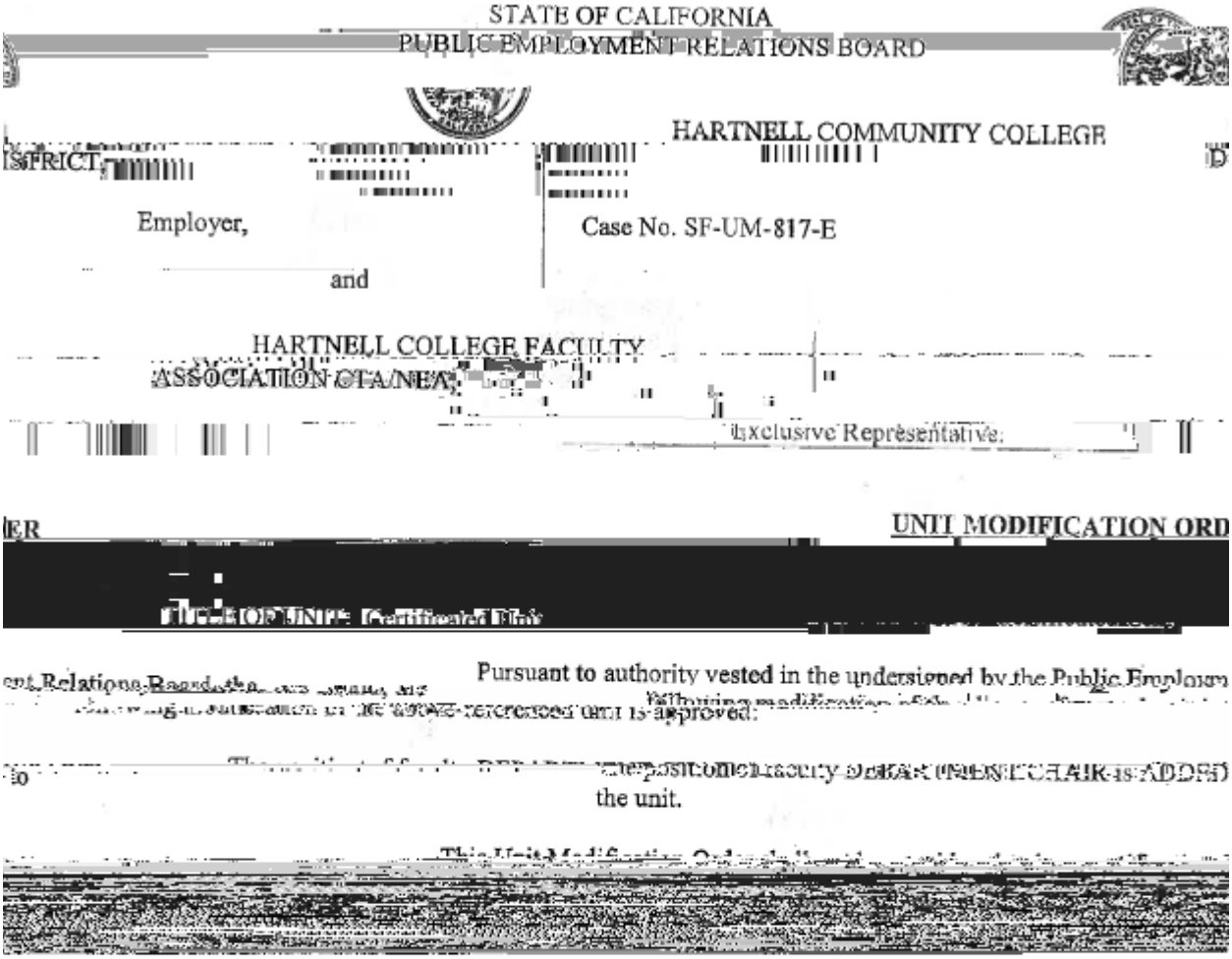
1. The term of this new agreement shall be from July 1, 2022 through June 30, 2025.

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.

APPENDIX A



STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

HARTNELL COMMUNITY COLLEGE
STRICT,

Employer,

Case No. SF-UM-817-E

and

HARTNELL COLLEGE FACULTY
ASSOCIATION CTA/NEA,

Exclusive Representative.

ER

UNIT MODIFICATION ORD

Pursuant to authority vested in the undersigned by the Public Employm

the unit.

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.

APPENDIX C

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.

APPENDIX C

DISTANCE EDUCATION

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

The evaluator will evaluate one learning unit of the course, which should be roughly equivalent to the material that would be covered in no more than one week of class. Access would include all materials posted by the instructor and discussion thread posts by both the instructor and students for that learning unit. Access will also include access to documents that apply to the entire course and are outside the unit, including: syllabus, class policies, required class activities, exams, and any current announcements posted for the course. The same worksite observations forms(t)-24 (obs5u 35 r)3o (o)-2 tt-6 (st)-2s(t)-2ed (m,t)-2 (ntEhie)6 (hie)6eC t bhi-2eiEl-2s(t)nrot-anrt-,tntEhie-

APPENDIX D

EDUCATION CODE SECTION 87610.1

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

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

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

c) Any grievance brought pursuant to the provisions of subdivision (b) may be filed by an employee on his or her behalf, or by the exclusive bargaining representative on behalf of an employee or a group of employees in accordance with Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code. The exclusive representative shall have no duty of fair representation with respect to taking any of these grievances to arbitration, and the employee shall be entitled to pursu (ove)2 (oy(s)32 (e).bN)4 (ha)4 (l)-tve no A(ny)30 (o)

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.

APPENDIX E

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):

   _____

   _____