

Memorandum of Understanding  
By and Between  
KERN COMMUNITY COLLEGE DISTRICT  
and the  
KERN COMMUNITY COLLEGE DISTRICT COMMUNITY COLLEGE  
ASSOCIATION/CTA/NEA

The Kern Community College District (“District”) and the Kern Community College District Community College Association/CTA/NEA (“CCA”) hereby agree to the following MOU for Article Seven, Section G., Adjunct Faculty Security and Seniority.

This MOU specifically supersedes language on Adjunct Faculty Security and Seniority found on page 52 in the 2017-2020 collective bargaining agreement between the District and CCA (see ~~strike out~~ language in proposed contract language below). This MOU shall take effect August 20, 2018 and continue through June 30, 2020. Absent mutual agreement between CCA and the District to negotiate changes to the language in this MOU, this MOU shall become a part of Article Seven, Evaluation, Security, and Seniority of Adjunct Faculty, in the 2020-2023 collective bargaining agreement as Section G., Adjunct Faculty Security and Seniority (Section G. follows ~~strikeout~~ language from pages 52-53 below).

**G. ~~Adjunct Faculty Security and Seniority~~**

**~~1. Process for Establishing Seniority Lists~~**

~~CCA and the District mutually agree to form a work group comprised of CCA, administrators, DO IT, schedulers, and HR. HR is responsible for convening the work group.~~

~~The purpose of the work group is to make recommendation on most efficient and accurate way to generate seniority list data from Banner prior to October 15, 2017. The District and CCA mutually agree to meet and negotiate implementation of the seniority list by December 1, 2017.~~

~~Seniority shall be based on cumulative teaching or service semesters from spring 2012. To ensure data integrity, data used to compile the seniority list shall be based on Banner data from spring 2012 to present. If the data integrity cannot be assured dating back to 2012, the CCA and District mutually agree to meet and negotiate an alternative method of calculating seniority.~~

**~~1. Seniority List Criteria: CCA and the District mutually agree to the following criteria for establishing adjunct seniority:~~**

- ~~1. Adjunct assignments are based on evaluations.~~
- ~~2. The adjunct seniority list shall be implemented in spring 2019.~~
- ~~3. Adjunct seniority does not transfer across colleges. Adjunct may have different seniority at each college.~~
- ~~4. Seniority means adjuncts shall be offered preference/priority in assignment of load subject to evaluations and availability of work. Adjuncts shall be removed from the seniority list if they refuse an offer of teaching or service assignment in two consecutive semesters or if they receive an unsatisfactory evaluation. Exceptions may be made on a case by case basis.~~
- ~~5. Summer appointments are excluded from seniority list calculations.~~
- ~~6. Adjuncts shall provide their schedule or availability for teaching or service assignments to their department/division chairs upon request. After scheduling full time faculty~~



~~assignments, chairs shall complete a preliminary master schedule and shall offer preference/priority in assignment of load to adjunct faculty based on seniority.~~

- ~~7. Adjuncts shall complete the Seniority List Request form noting their intent to return no later than July 1 for retention on the seniority list for the spring of the following academic year. The form shall be submitted to HR and copied to dean. Adjuncts shall return the form by July 1 or their preference/priority in assignment of load shall not be guaranteed.~~

### **~~3. Maximum Full-Time Overload~~**

- ~~— Full-time faculty members' semester workloads shall not exceed 0.67 above a full load if adjunct faculty members are available to teach additional classes that are offered.~~

## **G. Adjunct Faculty Security and Seniority**

### **1. Process for Establishing Seniority Lists**

CCA and the District mutually agree to form a work group comprised of CCA, administrators, DO IT, schedulers, and HR. HR is responsible for convening the work group.

The purpose of the work group is to make recommendations on the most efficient and accurate way to generate seniority list data from Banner prior to October 15, 2017. The District and CCA mutually agree to meet and negotiate implementation of the seniority list by December 1, 2017.

Seniority shall be based on cumulative teaching or service semesters from spring 2012. To ensure data integrity, data used to compile the seniority list shall be based on Banner data from spring 2012 to present. If the data integrity cannot be assured dating back to 2012, the CCA and District mutually agree to meet and negotiate an alternative method of calculating seniority.

### **2. Seniority List Criteria: CCA and the District mutually agree to the following criteria for establishing adjunct seniority:**

- Adjunct assignments are based on evaluations.
- The adjunct seniority list shall be implemented in spring fall 2019.
- Adjunct seniority does not transfer across colleges. Adjunct may have different seniority at each college.
- Seniority means adjuncts shall be offered preference/priority in assignment of load subject to evaluations and availability of work. Adjuncts shall be removed from the seniority list if they refuse an offer of teaching or service assignment in more than two consecutive semesters or if they receive an unsatisfactory evaluation. Exceptions may be made on a case-by-case basis.
- Summer appointments are excluded from seniority list calculations.
- Adjuncts shall provide their schedule or availability for teaching or service assignments to their department/division chairs upon request. After scheduling full-time faculty assignments, chairs shall complete a preliminary master schedule and shall offer preference/priority in assignment of load to adjunct faculty based on seniority.
- ~~Adjuncts shall complete the Seniority List Request form noting their intent to return no later than July 1 for retention on the seniority list for the spring of the following academic year. The form shall be submitted to HR and copied to dean. Adjuncts shall return the form by July 1 or their preference/priority in assignment of load shall not be guaranteed.~~



### **3. Maximum Full-Time Overload**

Full-time faculty members' semester workloads shall not exceed 0.67 above a full load if adjunct faculty members are available to teach additional classes that are offered.

### **H. Scheduling Adjunct Faculty:**


1. The process for scheduling adjunct faculty will only apply to fall and spring semesters, and the process shall follow the Seniority List Criteria outlined above in section G.1. and G.2. The process also will follow the maximum full-time overload limits to ensure full-time faculty members' semester workloads shall not exceed 0.67 above a full load if adjunct faculty members are available to teach additional classes that are offered.
2. An adjunct faculty member shall be offered a minimum load that is based on the historical load of actual classes taught during the last two active semesters of assignment, excluding summer. Historical load is the total number of units taught per semester in the last two active semesters. Chairs shall assign classes based on an adjunct faculty's seniority, an adjunct faculty's historical load of actual classes taught, and an adjunct faculty's requested teaching schedule or availability. The adjunct faculty member may choose to teach less than the offered minimum load. Per Article 8, Section A, the College President or designee shall determine the assignment for each faculty member to meet students' needs.
3. Non-instructional or service-based faculty shall be offered assignments based on the same criteria as instructional faculty (see item 2 above).
4. If the historical load cannot be met due to lack of course offerings or assignments, every attempt will be made to assign classes or assignments that are as close to the historical load offered as possible.
5. Additional units taught beyond a maximum adjunct faculty load (0.67) do not count toward historical load.
6. Dual enrollment classes taught by high school instructors do not count toward historical load.
7. Human Resources shall ensure the Adjunct Intent to Return Form is available by September 1<sup>st</sup> of each year. Human Resources shall notify adjunct faculty of the need to fill out the form and return it to their college faculty chairs by October 1<sup>st</sup>. Faculty chairs and deans shall encourage adjunct faculty to complete and submit this form.
8. Human Resources shall provide faculty chairs the seniority list of adjunct faculty by college, discipline, and seniority number for the upcoming school year by July 31<sup>st</sup>.
9. Faculty chairs shall notify adjunct faculty on the seniority list of their fall and spring schedule upon schedule approval by educational administrators.
10. Adjunct faculty shall provide their schedule or availability for teaching or service assignments to their faculty chairs upon request. After full-time faculty are scheduled, adjunct faculty will be offered assignments.
11. Adjunct faculty do not lose seniority if classes are unavailable. They retain the same seniority ranking.
12. If adjunct faculty members receive a "needs improvement" rating on their evaluations, their status on the adjunct seniority list remains unchanged. If adjunct faculty members receive an "unsatisfactory" rating on their evaluations, the adjunct faculty members will be removed from the adjunct seniority list.
13. Adjunct faculty who have identified a potential error on the initial Adjunct Seniority List may petition Human Resources by June 30, 2019 to request a review of their placement or absence on the list based on the criteria specified in the MOU.

- I. Adjunct faculty will have no guarantee of seniority during their first two semesters of work. They will be added to the adjunct seniority list based on their date of hire as an adjunct faculty after successfully completing the first-semester adjunct faculty evaluation process.

**J. Retired faculty members who return to teach adjunct** start over as adjunct faculty in terms of seniority and evaluations. They will have no guarantee of seniority during their first two semesters of work.

Dated: May 2, 2018

FOR THE DISTRICT:

  
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Tonya Davis  
Vice Chancellor, Human Resources  
KCCD

FOR CCA:

  
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Tom Greenwood  
President and Chief Negotiator  
KCCD CCA