

**Agreement Between the  
Kern Community College District  
and the  
Kern Community College District  
Community College Association/  
California Teachers Association/  
National Education Association**



**July 1, 2023 through June 30, 2026**  
**Three-year Agreement**

## Table of Contents

<u>Signature Page</u> .....	6
<b><u>Article One - Agreement, Recognition, and Rights</u></b> .....	7
A. <u>Agreement</u> .....	7
B. <u>Recognition</u> .....	7
C. <u>Rights</u> .....	8
<b><u>Article Two - Negotiations</u></b> .....	11
A. <u>Beginning Negotiations</u> .....	11
B. <u>Opening Negotiations</u> .....	11
<b><u>Article Three - Intellectual Property Rights</u></b> .....	12
A. <u>Purpose</u> .....	12
B. <u>Definitions</u> .....	12
C. <u>Policy</u> .....	12
D. <u>Dispute Resolution</u> .....	13
<b><u>Article Four - Professional Expectations</u></b> .....	14
A. <u>Academic Freedom</u> .....	14
B. <u>Personal Freedom</u> .....	14
C. <u>The Faculty Member Shall</u> .....	14
D. <u>District Rights</u> .....	16
E. <u>Department, Division, or Program Area Rights</u> .....	16
F. <u>Discrimination</u> .....	17
G. <u>Non-College Employment</u> .....	17
<b><u>Article Five - Faculty Area Chairs and Faculty Directors</u></b> .....	19
A. <u>Selection of Chair</u> .....	19
B. <u>Removal of Chair</u> .....	19
C. <u>Vacancy</u> .....	20
D. <u>Core Duties and Responsibilities of KCCD Faculty Chairs</u> .....	20
E. <u>Evaluation of Faculty Chairs</u> .....	22
F. <u>Compensation for Faculty Chairs</u> .....	23
G. <u>Non-Compensated Faculty Chairs</u> .....	25
H. <u>Faculty Director Definition</u> .....	25
I. <u>Core Duties and Responsibilities</u> .....	25
<u>Appendix</u> .....	28
<b><u>Article Six – Evaluation and Tenure of Full-Time Faculty</u></b> .....	32
A. <u>Purpose</u> .....	32
B. <u>Requirements</u> .....	32
C. <u>Process</u> .....	33
D. <u>Types</u> .....	38
E. <u>Faculty Categories</u> .....	39
F. <u>Mode A</u> .....	39
G. <u>Mode B</u> .....	41
G3. <u>Mode B Remediation</u> .....	42

Article 6 (continued)

H.	<a href="#">Mode C</a> .....	43
I.	<a href="#">Mode R</a> .....	44
J.	<a href="#">Faculty Director Evaluations</a> .....	44
K.	<a href="#">Online Faculty Evaluations</a> .....	44
	<a href="#">Appendix</a> .....	45

**[Article Seven - Evaluation, Security, and Seniority of Adjunct Faculty](#).....** 48

A.	<a href="#">Purpose</a> .....	48
B.	<a href="#">Requirements</a> .....	48
C.	<a href="#">Process</a> .....	49
D.	<a href="#">Special Adjunct Evaluation</a> .....	52
E.	<a href="#">Mode R</a> .....	52
F.	<a href="#">Online Faculty Evaluations</a> .....	53
G.	<a href="#">Adjunct Priority Rehire List</a> .....	53
G2.	<a href="#">Adjunct Priority Rehire List Criteria</a> .....	53
G3.	<a href="#">Maximum Full-time Overload</a> .....	55
	<a href="#">Appendix</a> .....	56

**[Article Eight - Faculty Assignment](#).....** 57

A.	<a href="#">Right of Assignment</a> .....	57
B.	<a href="#">Lecture Hour Equivalent</a> .....	57
C.	<a href="#">Faculty Assignment Adjustments</a> .....	58
D.	<a href="#">Load Adjustments</a> .....	59
E.	<a href="#">Work Experience</a> .....	60
F.	<a href="#">Class Size</a> .....	60
G.	<a href="#">Faculty Day/Evening Assignment</a> .....	60
H.	<a href="#">Workload Determination</a> .....	60
I.	<a href="#">Maximum Semester Workloads</a> .....	60
J.	<a href="#">Courses Assigned As Overloads</a> .....	61
K.	<a href="#">Number of Academic Preparations</a> .....	61
L.	<a href="#">Overloads and Underloads</a> .....	61
M.	<a href="#">Retaining Tenured Status</a> .....	61
N.	<a href="#">Days and Hours of Work</a> .....	61
O.	<a href="#">Optional Reduced Workload Program</a> .....	63
P.	<a href="#">Assigned Curriculum Development</a> .....	64
Q.	<a href="#">Inmate Education Program</a> .....	64

**[Article Nine - Staff Site Assignments/Transfer](#).....** 68

A.	<a href="#">Assignments</a> .....	68
B.	<a href="#">Transfer</a> .....	68

**[Article Ten - Reduction in Force](#) .....** 70

A.	<a href="#">Faculty Service Area and Competency Standards</a> .....	70
B.	<a href="#">Effects of Layoffs</a> .....	70
	<a href="#">Appendix</a> .....	72

---

<b>Article Eleven - Compensation and Benefits</b> .....	76
A. <u>Faculty Compensation</u> .....	76
B. <u>Faculty Contracts</u> .....	78
C. <u>Class Placement on the Basic Faculty Salary Schedule</u> .....	78
D. <u>Initial Placement for New Faculty</u> .....	79
E. <u>Administrative Retreat Rights—Salary</u> .....	79
F. <u>Pre-Approval and Approval Criteria for Salary Progression</u> .....	79
G. <u>Eligibility for Step Advancement</u> .....	81
H. <u>Adjunct Faculty Compensation</u> .....	81
H2. <u>Adjuncts’ Salary and Benefits a Priority in Next Contract</u> .....	81
I. <u>Full-time Faculty Overload Compensation</u> .....	81
J. <u>Hourly Substitute Pay</u> .....	81
K. <u>Compensation for Special Services</u> .....	82
L. <u>Breaks in Faculty Service</u> .....	83
M. <u>Compensation Dependent Upon Categorical Funding</u> .....	83
N. <u>Salary Deductions for Absence from Duty</u> .....	83
O. <u>STRS Contributions</u> .....	83
P. <u>Health and Welfare Benefits</u> .....	83
P5. <u>District Payment of Premiums</u> .....	84
Q. <u>Health and Dental Plans for Retirees</u> .....	85
Q10. <u>SISC Pool and Base Plan for Retirees Over 65</u> .....	90
R. <u>Retirement and Early Notice Compensation</u> .....	91
<u>Appendix</u> .....	92
<b>Article Twelve - Absences and Leaves</b> .....	103
A. <u>Employee Absence Records</u> .....	103
B. <u>Leave of Absence/Sick Leave</u> .....	103
B3. <u>Catastrophic Leave</u> .....	104
B7. <u>Kin Care</u> .....	108
C. <u>Personal Necessity Leave</u> .....	108
D. <u>Bereavement Leave</u> .....	109
E. <u>Emergency Leave</u> .....	110
F. <u>Family Medical Leave Act</u> .....	110
G. <u>California Family Rights Act</u> .....	110
H. <u>California Disability Pregnancy Leave</u> .....	110
I. <u>Parental Leave</u> .....	111
J. <u>Child Rearing Leave</u> .....	111
K. <u>Family Care Leave</u> .....	112
L. <u>Military Leave</u> .....	113
M. <u>Jury Leave</u> .....	113
N. <u>Job-Related Accident or Illness</u> .....	113
O. <u>Long-Term Leave Without Pay</u> .....	114
P. <u>Exchange Teacher Leave</u> .....	114
Q. <u>Sabbatical Leaves</u> .....	114
R. <u>Short-Term Leaves</u> .....	118
S. <u>Conditions for Leaves of Absence</u> .....	119
T. <u>Exhaustion of All Leave</u> .....	119
<u>Appendix</u> .....	121

<b><u>Article Thirteen - Load Banking</u></b> .....	123
A. <u>Load Deposits</u> .....	123
B. <u>Load Withdrawals</u> .....	123
<b><u>Article Fourteen - Personnel Files and Complaints</u></b> .....	125
A. <u>Personnel File Contents and Inspection</u> .....	125
B. <u>Complaints Against Faculty</u> .....	126
C. <u>Dispute Resolution Process</u> .....	126
D. <u>Progressive Corrective Action</u> .....	129
<b><u>Article Fifteen - Work Environment</u></b> .....	132
A. <u>Safety</u> .....	132
B. <u>Environment Conducive to Professional Activity</u> .....	132
C. <u>Student Conduct Problems</u> .....	132
<b><u>Article Sixteen - Grievance</u></b> .....	134
A. <u>Purpose</u> .....	134
B. <u>Definitions</u> .....	134
C. <u>Conditions of Grievance Processing</u> .....	134
D. <u>Grievance Resolution Process</u> .....	135
<b><u>Addenda Table of Contents</u></b> .....	139
<u>Addendum 1, Minimum Qualifications for Faculty and Administrators</u> .....	140
<u>Addendum 2, Minority Student Mentoring Program General Guidelines</u> .....	141
<u>Addendum 3, Mileage Payments to Faculty</u> .....	142
<u>Addendum 4, Faculty Forms List</u> .....	143

**Agreement Between The Kern Community College District (KCCD) and the Kern  
Community College District Community College Association/California Teachers  
Association/ National Education Association (KCCD/CCA/CTA/NEA)  
July 1, 2023 through June 30, 2026**

For the KCCD:

For KCCD CCA/CTA/NEA

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Ibrahim Ali  
Vice Chancellor, Human Resources

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Matt Crow  
CCA President and Negotiator  
Cerro Coso Community College Professor

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Gina Duran  
Interim Director, Human Resources

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Robert Boyles  
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Jeff Keele  
CCA Negotiator  
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Primavera Monarrez  
Vice President, Student Services  
Porterville College

Ratified by the Exclusive Representative  
on: October 19, 2023

Adopted by the Board of Trustees  
on: October 19, 2023

Effective: July 1, 2023

## ARTICLE ONE - AGREEMENT, RECOGNITION, AND RIGHTS

### A. Agreement

1. The Articles and provisions contained herein constitute a bilateral and binding agreement (hereinafter referred to as *Agreement*), by and between the KERN COMMUNITY COLLEGE DISTRICT (hereinafter referred to as *District, Employer, or Board*) and the KERN COMMUNITY COLLEGE DISTRICT, COMMUNITY COLLEGE ASSOCIATION/ CALIFORNIA TEACHERS ASSOCIATION /NATIONAL EDUCATION ASSOCIATION (hereinafter referred to as the *Association* or *Exclusive Representative*), an employee organization and pertaining to bargaining unit members (hereinafter referred to as *Employees*).
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code (hereinafter referred to as the *Act*). This Agreement specifically supersedes all prior written agreements entered into between the parties whether those arrangements are contained in (1) a *Memorandum of Agreement*, (2) provisions of the Kern Community College District Board Policy Manual, or (3) provisions of any campus policy manual or handbook.
  - a. To the extent that any provision of this Agreement conflicts with any provision of the Board Policy Manual or a campus policy manual or handbook, the applicable manual or handbook provision shall not be applied to any bargaining unit member.
  - b. Any modification of or amendment to this Agreement must be made by and between the parties hereto in writing and executed by each party hereto.
  - c. If any provision of this Agreement is or shall be at any time contrary to law, such provision shall be inoperative. All other provisions shall remain in effect.
  - d. The District and Exclusive Representative agree to meet and confer during the course of this contract on items of mutual interest, including but not limited to discussions about productivity, efficiency, and effectiveness of College instructional programs and services. Any recommendation coming from these meetings is subject to negotiations.
3. This Agreement is a 3-year contract ending June 30, 2026.

### B. Recognition

1. The District recognizes the Association as exclusive representative for faculty set forth in the May 4, 1979, Public Employment Relations Board Certification of Representation, and the April 4, 2007 Unit Modification Order (Case No. LA-UM-767-E) as follows:
  - a. UNIT shall **INCLUDE**:
    - 1) All full-time faculty of the Kern Community College District who hold contracts based on the Basic Faculty Salary Schedule.

Article 1 AGREEMENT, RECOGNITION, AND RIGHTS (continued)

- 2) All part-time academic employees meeting minimum qualifications as certified by the State Academic Senate, Board of Governors of the State of California, and local academic senates.
  - 3) All part-time librarians, counselors, and athletic directors.
- b. UNIT shall **EXCLUDE**:
- 1) All management, supervisory and confidential employees as defined by the Education Employees Relations Act (EERA).
  - 2) Professional academy program instructors (i.e. police, sheriff, fire).
  - 3) Part-time instructors teaching only noncredit classes.
  - 4) Walk-on coaches.
  - 5) Stipend coaches.
  - 6) Management and classified employees serving as part-time academic employees.
2. Before making any change in job duties which may affect unit membership, the District and the Association shall confer regarding the potential movement of a faculty position either from the faculty collective bargaining unit or into the faculty collective bargaining unit.
  3. Any dispute between the Association and the District as to whether any new or revised position is to be included within or excluded from the Bargaining Unit will be submitted to the exclusive jurisdiction of the Public Employment Relations Board (PERB) for its decision and final determination.

**C. Rights**

1. Facilities for the Exclusive Representative group will be provided as permitted by Government Code Section 3543.1(b) to include use of College mailboxes, bulletin boards, meeting rooms, and office space. Telephone service and, to the extent available, duplicating service will be provided at the expense of the Exclusive Representative.

Facilities, equipment and personnel costs beyond normal College operations shall be charged the Association at actual District cost.

2. The Association shall be provided with materials and data that are available to the public. When materials are requested that are not readily available in the form requested, the Association shall pay for all staff time and supplies necessary to produce the materials, providing such materials can be produced subject to the time limitations of staff and work priorities.



Article 1 AGREEMENT, RECOGNITION, AND RIGHTS (continued)

3. Upon request, the Board of Trustees will furnish the Exclusive Representative a copy of District, County and State reports that are a matter of public records as defined in Government Code Section 6250, et. seq.
4. The District shall provide the Association with electronic access to the Board Policies and Procedures Manual and shall provide notification of any changes, additions, alterations, or deletions to the document.
5. Association communications must be dated and bear the Association identification as the distributor. All Board communications must be dated and bear the signature of the Chancellor or President of the Board.
6. Prior to the ratification election, the District will make electronic copies of the contract proposal with cross out language available on the KCCD website, and hard copies available upon request. Upon request, the District will distribute printed copies of the ratified contract to faculty members.
7. The Association President or his/her designee will be guaranteed a place on the agenda at each regular Board meeting.
8. **Released Time:** Members of the Association shall be released from their regular work duties, with pay, if negotiations or grievance meetings with management are scheduled during their working hours. The total released time shall be two and one half (2.5) full-time equivalents (FTE) of a full-time load paid as non-instructional time [forty-hour (40-hour) base].
  - a. Negotiations will be scheduled in an effort to reduce the negative impact upon students. Association Representatives' teaching schedules will be adjusted accordingly. Released time shall include one (1) hour caucus time prior to each negotiating session and travel time for representatives.
  - b. The Association may utilize the released time provided by this section in granting adjunct faculty members compensation to participate in the collective bargaining process. However, it is understood and approved by the District and Association that such compensation is for "professional ancillary duties" and shall not be used for purposes of calculating eligibility for contract or regular status under Education Code Section 87482.5, or its successors (employment for not more than 67 percent of the weekly hours considered a full-time assignment).
  - c. Released time for the President of the Exclusive Representative shall include travel to and attendance at Board meetings or other scheduled governance meetings.
9. Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

Article 1 AGREEMENT, RECOGNITION, AND RIGHTS (continued)

10. The Board and the Association recognize the right of all employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organizations or the Association's activities.
  
11. **Payroll Deductions**
  - a. The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized, in writing, by the employee on the appropriate form, subject to the following conditions:
    - 1) The District shall not be obligated to put into effect any new or changed deduction unless the change is in the District Payroll Office prior to the tenth (10th) of the month.
    - 2) Association members who have voluntarily authorized dues deductions shall continue to have dues deducted until discontinued with a ninety day (90-day) written notice to the Association and the District.
    - 3) Dues shall be deducted from each monthly warrant received.
  - b. The District, at no cost to the Faculty Member, shall permit payroll deductions for those annuities, charities, banks, and credit unions approved by the Board.
  
12. **Calendar:** Although the Association has the right to negotiate calendar under the Act, it delegates that right and authority for the terms of the contract to the Senates of each College to settle calendar separately for each member College after consulting with the Association.
  
13. The Administration and the Association will actively encourage faculty to attend pre-term meetings and participate in commencement as planned by the Administration, the Association and the Academic Senate. Also, the Association will work with the Academic Senates to plan and to participate in these activities. See District website for [Academic Calendars](#).

## **ARTICLE TWO - NEGOTIATIONS**

- A. Negotiations will begin no later than the beginning of October.
- B. At any time during the term of this agreement the Association and District may open negotiations on any Article by mutual agreement.
- C. During the term of this agreement the Association and the District shall reopen negotiation regarding the following items:
  - 1. The parties agree to continue evaluation of chair duties and reassigned time beginning in the 2023-24 academic year. Any agreements negotiated will be codified in an MOU lasting the duration of the contract.
  - 2. The parties agree to explore and develop a compensation formula for Overload/Summer Comp/PT Adjunct Compensation to be negotiated in the Successor Agreement.
  - 3. The parties agree to negotiate an adjustment of the Health and Welfare CPI-W period to be consistent districtwide.
  - 4. The parties agree to negotiate mileage and portal to portal exclusive to faculty in the Inmate Education Program. Any agreement would become an MOU to sunset in conjunction with the contract end date.

## ARTICLE THREE - INTELLECTUAL PROPERTY RIGHTS

### A. Purpose

The District and the Association have a mutual interest in establishing an environment that fosters and encourages the creativity of faculty members. The purpose of this Article is to establish ownership of the creative products of faculty members when District resources are used.

### B. Definitions

1. “Works” means any material that is eligible for copyright protection including but not limited to books, articles, dramatic and musical compositions, poetry, instructional materials (e.g. syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g. scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography.
2. “District Support” includes the use of district funds, personnel, facilities, equipment, materials, or technology. District Support may be either Nominal or Substantial, or a combination thereof.
  - a. “Nominal District Resources” include those which are customarily available or provided in the course of the faculty member's usual appointment or assignment, such as but not limited to support services provided by other employees, standard indirect costs, the use of computers, photocopy machines, office supplies, the use of an assigned office and telephone, and software, multi-media equipment, and performance capture equipment available for use by any faculty member. A budget which is customarily provided for the faculty member's usual appointment or assignment shall be considered a Nominal District Resource.
  - b. “Substantial District Resources” shall be direct costs to the District and include the provision of a budget over and above any budget customarily provided for the faculty member's usual appointment or assignment. The assignment by the District of other employees to provide secretarial, technical or creative services specifically for the creation of the Work shall be considered Substantial District Resources. The use of exceptionally expensive District equipment or facilities (e.g., professional recording and filming studios, and professional television cameras) are Substantial District Resources.

### C. Policy

1. Copyrights to Works created by a faculty member using Nominal District Resources will be owned by the faculty member, even if those Works are created in connection with courses taught, or other duties performed as a faculty member, while employed by the District unless a separate **Intellectual Property Rights Agreement Form** is signed between the District and faculty member (see District’s portal, “Employee Forms”).

### Article 3 INTELLECTUAL PROPERTY RIGHTS (continued)

2. Copyrights to Works created by a faculty member using Substantial District Resources shall be the property of the District unless a separate **Intellectual Property Rights Agreement Form** is signed between the District and faculty member (see District's portal, "Employee Forms").
3. Copyrights and patents developed from projects undertaken by a faculty member at the request of the District using Substantial District Resources, including reassigned time of the faculty member, shall belong to the District and/or faculty member together with all royalties or profits, as provided in the **Intellectual Property Rights Agreement Form** to be concluded before the project is begun (see District's portal, "Employee Forms").
4. The District may transmit or record for transmission any classroom instruction, lecture, or other instructional or performance event produced by a faculty member as part of a distance learning program. The District, however, may not sell or re-transmit in future semesters any such recording except under the terms of the **Intellectual Property Rights Agreement Form** between the District and faculty member (see District's portal, "Employee Forms").

#### **D. Dispute Resolution**

Disputes between a faculty member and the District concerning this Article shall be resolved pursuant to the grievance procedures contained in Article 16, except that an arbitrator who is expert in copyright law shall be chosen by the parties, or, if the parties are unable to agree on an arbitrator, chosen in accordance with the commercial arbitration rules of the American Arbitration Association.

## **ARTICLE FOUR - PROFESSIONAL EXPECTATIONS**

(All sections of this article apply to all faculty, unless otherwise noted.)

**A. Academic Freedom:** The District, the Colleges and unit members will adhere to the following in regard to academic freedom:

1. Education in a democracy depends upon earnest and unceasing pursuit of truth and upon free and unrestricted communication of truth.
2. Faculty members shall be free to exercise academic freedom, including freedom of investigation, freedom of discussion in the classroom, freedom to select texts and other instructional materials, freedom of assignment of instructional exercises, and freedom of evaluation of student efforts.
3. Faculty members acknowledge that in the exercise of academic freedom they have a responsibility to be accurate and comprehensive in making reports, to be fair-minded in making interpretations and judgments, to respect the freedoms of other persons, to exclude irrelevant matters from classroom discussions and instructional exercises, and to make appropriate distinctions between statements of fact made as faculty subject matter specialists and opinions made as private citizens.
4. The District recognizes the fundamental right of the faculty member to be free from any censorship or restraint which might interfere with the faculty member's obligation to pursue truth and maintain his/her intellectual integrity in the performance of his/her teaching functions.

**B. Personal Freedom**

1. The personal life of a faculty member is not an appropriate concern of the District for the purposes of evaluation or disciplinary action unless it prevents the faculty member from performing his/her assigned duties or it calls for discipline under the provisions of the Education Code.
2. A faculty member shall be entitled to the full rights of citizenship and no religious or political activities, or lack thereof, of any unit member shall be used for purposes of disciplinary action.

**C. The Faculty Member Shall:**

1. Provide instructional and/or non-instructional services specified by the faculty member's contract and/or staff assignment sheet.
2. Maintain currency in subject matter and/or service area.
3. Instruct courses in a manner consistent with curriculum committee approved course outlines. Provide non-instructional services in a manner consistent with approved position description.

#### Article 4 PROFESSIONAL EXPECTATIONS (continued)

4. Provide current course orientation materials to each student on the first day of class, and discuss orally the course content. These materials will minimally include the following: approximate dates of outside activities; an approximate weekly assignment plan; an approximate examination schedule; grading criteria; contact information; availability of accommodations and policies for students with disabilities; and general rules that will affect student grades (such as, drop/add deadlines, withdrawal deadlines, tardiness, student class participation).

A copy of the orientation materials shall be provided to the supervising administrator upon request.

5. Secure written permission to print copyrighted material in faculty handouts or syllabi.
6. Provide instructional or non-instructional activities with due regard to the level and purpose of the course or service area.
7. Use media aids, the library, and other resources as appropriate to enhance student learning.
8. As appropriate, utilize alternative instructional delivery approaches to enhance student access.
9. Not, except in the case of emergency, leave a class, program, or activity unattended. An appropriately qualified KCCD academic employee must always be responsible and present.
10. Provide for supervision of students throughout assigned activities, events or field trips.
11. Not combine, cancel, or change meeting times or places of classes or activities without permission of the College President or designee.
12. Reasonably assist in the maintenance of facilities and equipment.
13. Report all absences in accordance with College practices and processes.
14. File an injury report with the College President or designee if a personal or student injury occurs while on duty.
15. Provide and maintain a current mailing address, e-mail address, and telephone number with Human Resources.
16. Communicate with others in a professional manner.
17. Participate in the college community. Adjunct faculty are encouraged but not required to participate. Participation includes the following, as appropriate:

## Article 4 PROFESSIONAL EXPECTATIONS (continued)

- a. College, divisional, or departmental meetings. (Attendance is mandatory for all full-time faculty.)
  - b. Serve on committees and/or participate in other faculty governance activities.
  - c. Participate in retention and institutional research activities and recruiting/articulation with schools and colleges.
  - d. Participate with chair and educational administrator to develop and implement a plan to improve retention if class size at the end of a semester is unreasonably low as a pattern.
  - e. Participate in promotional activities, job placement activities, student follow-up activities and advisory committees.
  - f. Develop or participate in the development of curriculum, services, and/or activities. Review curriculum and/or services periodically, revising as necessary.
18. Not conduct personal business which interferes with contract responsibilities nor use District or College personnel, facilities, or equipment for personal business.
19. Adhere to College and District policies and procedures and to College practices as communicated by the educational administrator or designee.

### **D. District Rights:**

1. Except as limited specifically by the express terms of this Agreement, or in adopted Board Policy of the Board of Trustees, the District retains all of the rights and authority conferred upon it by the laws of the State of California to direct, manage, and control the affairs of the District.

### **E. Department, Division, or Program Area Rights:** (See Article Five for the faculty chair selection, compensation, and evaluation.)

The faculty of each department, division, or program area may develop rules, regulations, and procedures for divisional (departmental or program area) operation, which are not in conflict with the law, Board policy, and this Agreement in the following areas. The educational administrator, working collaboratively with the department members, will review the rules, regulations, and procedures biennially.

1. Summer assignments
2. Conference travel
3. Faculty appointments to committees
4. Faculty evaluation
5. Safety procedures
6. Textbook selection
7. Courses to which faculty are assigned and counselor and librarian assignments
8. Multiple Site Assignments



#### Article 4 PROFESSIONAL EXPECTATIONS (continued)

9. Specific courses to be offered
10. Development of course proposals and course revisions
11. Priority setting for divisional (departmental, program area) planning
12. Selection of faculty participants in division, department, program area review(s)

**F. Discrimination:** The Kern Community College District will not discriminate in its employment relationship with members of the unit on the basis of race, disability, medical condition, marital status, gender, sexual orientation, age, religious creed, color, national origin, or ancestry.

1. The provisions of **Article 4.F** are not subject to **Article Sixteen**, the grievance procedure. Complaints of alleged violations of this Article may be processed through Board of Trustees Policy (**Section Eleven--General Personnel Administration**) or other procedures provided by statute.
2. Complaints of alleged violations of **Article 4.F** may be processed with the assistance of the Association.

**G. Non-College Employment:**

1. The Governing Board recognizes that District employees may receive compensation for outside activities as long as these activities are not incompatible with the employee's duties or to the duties, functions, or responsibilities of the District. A faculty member may request prior approval for non-college employment if the faculty member is uncertain if an activity is incompatible.
2. Outside paid activities are incompatible with employment if they require time periods that interfere with the proper, efficient discharge of the employee's duties; if they entail compensation from an outside source for activities which are part of the employee's regular duties; or if they involve using for private gain the District's name, time, facilities, equipment, or supplies.
  - a. The Governing Board recognizes that adjunct faculty may have primary employment responsibilities elsewhere that could interfere with the KCCD assignment. Such primary employment should not significantly nor repeatedly interfere with the assignment.
  - b. It is the responsibility of the adjunct faculty member to advise the faculty chair or educational administrator of such conflicts (prior to the conflict, if possible) that could interfere with the proper, efficient discharge of their assignment.
3. Upon determining that an employee's outside job is incompatible with District employment, the educational administrator shall so inform the employee. An employee who continues to pursue an incompatible activity may be subject to disciplinary action.

Article 4 PROFESSIONAL EXPECTATIONS (continued)

4. An employee shall not approve any request for payment of District funds for any purpose on behalf of other staff if the employee benefits financially from the approval or if the supervisor benefits financially.

## ARTICLE FIVE - FACULTY AREA CHAIRS AND FACULTY DIRECTORS

### Faculty Area Chairs

#### A. Selection of Chair

1. Chair terms are two (2) years.
2. When the term of a Chair is due to expire the Academic Senate will conduct an election to select a nominee by the end of the Fall semester within the area to select the nominee(s) for the position as follows:
  - a. The Senate will send a list of responsibilities and compensation of Chairs to all full-time members of the area together with a request for nominations of tenured faculty within the area. The Association will consider exceptions to the tenure requirement on a case-by-case basis.
  - b. An election will be held and the names and tally of the top two vote-getters will be sent to the President.
  - c. The College President or designee shall interview the candidate(s) receiving the highest number of votes and make the final selection or reopen the process. All candidates being interviewed for a specific chair position shall be interviewed by the same administrator.
3. When the position of Chair becomes vacant between elections the Academic Senate will conduct an election to select the nominee(s) within the area, following the procedures as outlined in 2.a., 2.b., and 2.c. above to fulfill the term.

#### B. Removal of Chair

1. **Initiated by the Area:** At any time during the Chair's term, one-third of the full-time members of the area may petition the Academic Senate for a vote to recall the Chair. If at least two-thirds (2/3) of those full-time members voting in the recall election vote to recall, the College President will declare the position vacant and a Chair will be selected in accordance with procedures set forth in **Article 5.A.2**. In the interim, the College President may appoint an educational administrator to fulfill the chair's duties for a period not to exceed forty-five calendar days, unless extended by the Association. Following such actions the Chair shall be reassigned, in accordance with **Article Eight** of this agreement.
2. **Initiated by the College President:** The College President may remove a Chair after convening a special meeting in order to consult with members of the area before taking final action. In such an event, the College President shall provide notice to the person and area at least ten days prior to such removal. The Chair shall be provided reasons in writing for such actions. Following such actions the Chair shall be reassigned, in accordance with **Article Eight** of this agreement. After such removal, the area shall hold a new election. In the interim, the College President may appoint an educational

## Article 5 FACULTY AREA CHAIRS AND FACULTY DIRECTORS (continued)

administrator to fulfill the faculty chair's duties for a period not to exceed forty-five calendar days, unless the Association approves an extension.

### C. Vacancy

1. When a Chair is vacated, the individual vacating that position relinquishes responsibilities and compensation related to that position. The vacancy will be filled in accordance with this **Article, 5.A.2.**
2. In the interim, the College President may appoint an educational administrator to fulfill the faculty Chair's duties for a period not to exceed forty-five calendar days, unless the Association approves an extension in consultation with the President or designee.

### D. Core Duties and Responsibilities of KCCD Faculty Chairs

#### 1. Leadership

- a. Serve as primary communicator/spokesperson for the area of responsibility.
- b. Conduct regularly scheduled meetings, at least twice a semester and special meetings as necessary, for the area of responsibility to ensure communication, discussion, and consensual decision-making.
- c. Ensure area representation at appropriate college committees as defined by the established campus participatory governance procedures.
- d. Encourage area faculty and classified staff participation in college governance.
- e. Maintain cooperative and productive working relationships within the areas and with campus support services and other instructional areas.
- f. In collaboration with area faculty, identify student needs and recommend strategies for meeting identified needs.
- g. Support and represent equitably the disciplines and sub-disciplines within the area of responsibility.
- h. Faculty chairs will not be reassigned 100% from their service areas. They will continue to teach, counsel, or serve as a librarian, as appropriate.
- i. Facilitate open and shared communication and collaboration among faculty, staff, and program areas.

Article 5 FACULTY AREA CHAIRS AND FACULTY DIRECTORS (continued)

- j. Develop, in collaboration with area faculty, rules, regulations, and procedures for the operation of the area in accordance with the terms of the contract and Board policy.
- k. Encourage area participation in grant, special project, and categorical activities, where appropriate.

2. **Curriculum and Programs**

- a. Encourage and support curriculum development and innovation.
- b. Coordinate the preparation and review of new course outlines and catalog information.
- c. Implement the curriculum review/renewal process.
- d. Implement and participate in the program review process.
- e. Develop area schedule of courses and staff assignments with early input from all area faculty and early collaboration with administration to identify and meet student needs. Collaboration should include the consideration of such elements as the long-term schedule, program pathways, demonstrated enrollment trends, and community and industry needs. Collaborate in addressing any schedule adjustments made after the schedule is submitted.
- f. Participate in the articulation of area curricula with transfer institutions, high schools, and employers including Tech Prep agreements.
- g. Participate in the development of the Educational Master Plan in collaboration with the faculty within the area of responsibility and the Administration.
- h. Monitor student enrollments and program effectiveness. Recommend and implement appropriate measures as needed.

3. **Personnel**

- a. Participate in recruiting and selection processes of area full and part-time faculty and classified personnel.
- b. Coordinate department or division orientation of new area faculty and classified staff.
- c. Participate in faculty evaluations in accordance with this contract.
- d. Coordinate the evaluation of adjunct faculty.

Article 5 FACULTY AREA CHAIRS AND FACULTY DIRECTORS (continued)

- e. Participate in the evaluation of the supervising administrator.
- f. Participate in the evaluation of classified personnel as appropriate.
- g. Participate in the resolution of conflicts between faculty, staff, and students in the areas as described in Board Policy.

4. **Fiscal**

- a. Collaboratively develop annual area budget and expenditure recommendations with input encouraged from all area faculty members.
- b. Manage area budget.
- c. Advocate for the area in the development of the college budget.

5. **Administrative**

- a. Work with the Public Information Officer or other appropriate entity to develop publications to promote instructional and student services programs.
- b. Ensure, where applicable, that advisory committees are formed, convened, and have appropriate community and faculty representation.
- c. Monitor operations and physical resources. Recommend and implement appropriate measures as needed.
- d. Oversee inventory and equipment lists as appropriate.
- e. Meet regularly prescribed timelines for faculty chair duties.

**E. Evaluation of Faculty Chairs**

- 1. Faculty chairs will be evaluated on the duties listed in this article by faculty (full-time and part-time) and staff in the area and the educational administrator.
- 2. This process shall be completed during the Spring semester of the first year of each Chair term.
- 3. **Faculty chair evaluation form** is found on District's portal under "Employee Forms" tab.
- 4. The results of the evaluation shall be shared with the Faculty chair.
- 5. Faculty chair evaluation results shall be maintained in the official District personnel file, but shall not be part of the Mode A, B, or C faculty evaluation process.

Article 5 FACULTY AREA CHAIRS AND FACULTY DIRECTORS (continued)

**F. Compensation for Faculty Chairs:** The following compensation formula for faculty chairs will take effect in the 2017-18 academic year:

**1. Formula for faculty chair reassigned time and extra days**

- a. Faculty chair reassigned time is assigned every August 1, based upon the total teaching faculty FTEF in the Chair's area, including full-time equivalent adjunct faculty, excluding overload.
- b. Chair assignment will be compensated from August to July. Extra duty days will be scheduled between August 1 and July 31. Chairs who fail to complete the 185-day contract will receive a proportional year of retirement service credit. Article 5 FACULTY AREA CHAIRS AND FACULTY DIRECTORS (continued)
- c. All regular teaching assignments shall be part of the regular workload.
- d. To the extent possible, reassigned time will be moved to overload. Any extra pay a chair receives for overload will remain the same regardless of how a chair's assignment is loaded. (See example below.)

A department chair has 60% (0.6 FTE) reassigned time and is teaching three classes that are 3 units each. The department chair's teaching assignment will be made as part of load (POL) and loaded first. The department chair's reassigned time will be loaded afterwards.

Assignment	Base	Load Hrs	POL Hrs	XP Hrs	POL FTE	XP FTE	XP Comp
Class #1	15	3	3	0	0.2	0	\$0
Class #2	15	3	3	0	0.2	0	\$0
Class #3	15	3	3	0	0.2	0	\$0
Dept. Chair	40	24	16	8*	0.4	0.2	\$3,150
*8 hours at 40-hour base would translate to 3 hours LHE (8 x 0.375) which would yield the same extra pay as 3 hours at a 15-hour base (Article 11 – Appendix E)							

- e. The chair formula shall discontinue the minimum reassigned time for Porterville College and Cerro Coso Community College. This will be replaced with all chairs at Porterville, Cerro Coso, and Bakersfield colleges receiving .1 reassigned time as part of the formula calculation.
- f. Counseling and Library chairs will each have .1 reassigned time. If both chairs are in the same division/department, the division/department chair will receive a total of .2 reassigned time for librarians and counselors. Counseling and Library chairs will receive 10 extra days above those assigned to regular faculty counselors and librarians.

**Article 5 FACULTY AREA CHAIRS AND FACULTY DIRECTORS (continued)**

- g. Professional experts shall be included in the calculation of reassigned time for faculty chairs for Allied Health/Nursing division/departments on an 18-hour base. Whenever direct supervision of professional experts is added to a chair’s duties, the impact on chair-reassigned time shall be negotiated.
- h. Cerro Coso chairs will be paid the portal-to-portal rate as stated in the current collective bargaining agreement for hours spent driving for chair-related duties at any campus, center, or other teaching site more than fifteen (15) miles from his or her regular teaching location. See Article 11, Appendix D, Other Non-Contract Services.) Chairs should submit the required travel and mileage forms on a monthly basis.
- i. Reassigned time will be recalculated before March 1 each year adding the previous calendar year’s spring, summer, and fall FTEF and dividing by two (2). For any department or division undergoing reorganization, reassigned time will be calculated within a reasonable time after the reorganization has been approved by the college process including Administration, the Academic Senate and the Association. (See the table below for an example.)
- j. The following table is used for reassigned time distribution:

**2017 - 2018 Academic Year and  
 Subsequent Academic Years**

<b>REASSIGNED TIME</b>	
<b>FTEF</b>	<b>Reassigned FTE</b>
up to 3	0.2
>3 to 10	0.3
>10 to 13	0.4
>13 to 17	0.5
>17 to 22	0.6
>22 to 28	0.7
>28	0.8

<b>FTEF Determination</b>			
<b>Spring</b>	<b>Summer</b>	<b>Fall</b>	<b>Full Year</b>
10.3256	1.4370	9.8984	<b>10.8305</b>



Article 5 FACULTY AREA CHAIRS AND FACULTY DIRECTORS (continued)

k. Extra Days

- 1) Each faculty chair is assigned a base of ten (10) extra days and paid on the one-hundred-eighty-five-day (185-day) faculty schedule including one (1) day for each summer FTEF, which is paid on the per diem rate. [For instance, in the example above, the faculty member would receive ten (10) base days + one (1) day for the summer FTEF, totaling eleven (11) days.]
  - 2) Extra duty days beyond the one-hundred-eighty-five-day (185-day) base will be paid at the per diem rate, which is calculated at the one-hundred-seventy-five-day (175-day) annual salary divided by one hundred seventy-five (175). These days will be assigned annually based upon the employee's contract. The schedule of extra duty days beyond the one hundred seventy-five (175) contract days shall be determined by the supervising educational administrator in consultation with the faculty chair.
  - 3) Extra days will be calendared in consultation with the educational administrator.
  - 4) Chair training will be incorporated into the base days.
2. See **Appendix** for chair reassigned time and extra days for the 2017-18 academic year. This will be updated annually, according to **Article 5.F.1.** Article 5 FACULTY AREA CHAIRS AND FACULTY DIRECTORS (continued)
3. The **Appendix** will include the area chair's reassigned time and days, and this data will be updated yearly.

**G. Non-Compensated Faculty Chairs**

1. Areas that have faculty chairs that do not receive reassigned time or extra duty days are not listed.
2. The Senates may establish and run elections for non-compensated participatory chairs for those areas not represented by a compensated chair.

**H. Faculty Director Definition**

Faculty directors are faculty hired or assigned to direct specific programs or activities, they are not elected. Faculty directors have very different job assignments with differing levels of responsibility and lists of duties. Faculty directors are often assigned extra days or reassigned time to enable them to fulfill their duties; these extra days are paid at the per diem rate.

**I. Core Duties and Responsibilities**

Directors may be responsible for only some of the following duties depending upon their area of responsibility. The director and educational administrator shall meet to determine which of the following duties are appropriate to the assigned program and expectations.

## Article 5 FACULTY AREA CHAIRS AND FACULTY DIRECTORS (continued)

### 1. **Leadership**

- a. Serve as primary communicator/spokesperson for the area of responsibility.
- b. Encourage area faculty and staff participation in college governance.
- c. Maintain cooperative and productive working relationships within the campus and community.
- d. In collaboration with area faculty and community partnerships, identify student and area needs, and recommend strategies for meeting identified needs.
- e. Develop, in collaboration with area faculty and staff, rules, regulations, and procedures for the operation of the area in accordance with the terms of the contract, Board policy, and external regulatory agencies.
- f. Encourage area participation in grant, special project, and categorical activities, where appropriate.
- g. Conducts meetings for the area of responsibility as appropriate.

### 2. **Curriculum and Programs**

- a. Encourage and support curriculum development and innovation.
- b. Coordinate the preparation and review of new course outlines and catalog information.
- c. Implement the curriculum review/renewal process.
- d. Implement and participate in the program review process.
- e. Develop area schedule of courses and staff assignments to meet student needs, with input from all area faculty.
- f. Participate in the articulation of area curricula with transfer institutions, high schools, and employers including Tech Prep agreements.
- g. Participate in the development of the Educational Master Plan in collaboration with the faculty and staff within the area of responsibility and the Administration.
- h. Monitor student enrollments and program effectiveness. Recommend and implement appropriate measures as needed.

Article 5 FACULTY AREA CHAIRS AND FACULTY DIRECTORS (continued)

3. **Personnel**

- a. Participate in recruiting and selection processes of area full and part-time faculty and staff.
- b. Coordinate department or division orientation of new area faculty and staff.
- c. Participate in faculty evaluations in accordance with this contract.
- d. Coordinate the evaluation of adjunct faculty.
- e. Participate in the evaluation of the supervising administrator.
- f. Participate in the evaluation of staff as appropriate.
- g. Participate in the resolution of conflicts between faculty, staff, and students in the areas where there are no department/division chairs, as described in Board Policy.

4. **Fiscal**

- a. Collaboratively develop annual area budget and expenditure recommendations with input encouraged from all area faculty members.
- b. Manage area budget.
- c. Advocate for the area in the development of the college budget.
- d. Advocate for funding from external agencies, where appropriate.

5. **Administrative**

- a. Work with the Public Information Officer or other appropriate entity to develop publications to promote instructional and student services programs.
- b. Ensure, where applicable, that advisory committees are formed, convened, and have appropriate community and college representation.
- c. Monitor operations and physical resources. Recommend and implement appropriate measures as needed.
- d. Oversee inventory and equipment lists as appropriate.
- e. Meet regularly prescribed timelines for faculty director duties.
- f. Meet prescribed timelines for reports to external agencies.

## **Article Five Appendix Table of Contents**

[Faculty Chair Reassigned Time and Extra Days](#).....29

## Faculty Chair Reassigned Time and Extra Days

The following chart reflects FTEF based on the 2016-17 calendar year. Updated FTEF charts for subsequent years of this agreement will be linked to Appendix by March 1 on the KCCD website. Faculty chair assignment shall be a minimum of one hundred eighty-five (185) days.

Total Reassigned time and days = 19.3.

Kern Community College District						
Faculty Chair Reassign Time and Extra Days						
Bakersfield College						
2023-24						
Department	FTEF				Reassigned Time (based on FTEF)	Extra Duty Days
	Spring 2022	Summer 2022	Fall 2022	Annualized FTEF		
Agriculture	15.0	5.5	16.3	18.4	0.6	16
Applied Science Technology	12.5	2.4	15.6	15.3	0.5	12
Art	15.3	5.4	20.0	20.4	0.6	15
Behavioral Science	35.5	21.0	47.1	51.8	0.8	31
Biology	15.3	6.0	20.1	20.7	0.6	16
Business Management/Info Tec	9.6	8.0	12.3	15.0	0.5	18
Communication	20.6	11.2	30.1	31.0	0.8	21
Counseling	0.0	0.0	0.0	0.0	0.1	10
Education	12.0	8.3	10.9	15.6	0.5	18
Engineering	9.3	1.9	11.6	11.4	0.4	12
English	30.9	11.2	49.1	45.6	0.8	21
EMLS	2.7	0.8	6.0	4.8	0.3	11
FACE	13.4	3.8	14.1	15.7	0.5	14
Foreign Language with ASL	12.0	4.5	13.1	14.8	0.5	15
Health & Physical Ed	18.8	7.5	20.6	23.5	0.7	18
Industrial Tech.	13.9	1.3	13.6	14.4	0.5	11
Library	0.0	0.0	0.0	0.0	0.1	10
Mathematics	27.3	9.1	27.0	31.7	0.8	19
Nursing	18.6	2.6	23.7	50.0	*	13
Performing Arts	14.9	4.4	19.2	19.3	0.6	14
Philosophy	10.2	6.3	11.4	14.0	0.5	16
Physical Science	20.9	3.5	22.2	23.3	0.7	14
Public Safety Training Programs	19.4	4.9	19.5	21.9	0.6	15
Rad Tech	3.0	1.1	3.3	3.7	0.4	11
Social Science	25.3	19.0	29.7	37.0	0.8	29
<b>Total</b>	<b>376.4</b>	<b>149.7</b>	<b>456.5</b>	<b>518.9</b>	<b>14</b>	<b>400</b>

\*Includes additional 27.5575 FTE for professional expert hours in final annualized FTEF

- a. Counseling and Library chairs will each have .1 reassigned time. If both chairs are in the same division/department, the division/department chair will receive a total of .2 reassigned time for librarians and counselors. Counseling and Library chairs will receive 10 extra days above those assigned to regular faculty counselors and librarians.
- b. Professional experts shall be included in the calculation of reassigned time for faculty chairs for Allied Health/Nursing division/departments on an 18-hour base. Whenever direct supervision of professional experts is added to a chair's duties, the impact on chair-reassigned time shall be negotiated.

Article 5 - Appendix (continued)

Kern Community College District							
Faculty Chair Reassign Time and Extra Days							
Cerro Coso Community College							
2023-24							
Department	FTEF				Reassigned Time (Based on FTEF)	Extra Duty Days	
	Spring 2022	Summer 2022	Fall 2022	Annualized FTEF			
Allied Health	7.9	1.4	15.2	12.4	*	0.4	11
Business	8.5	2.9	7.5	9.5		0.3	13
Child Development	4.9	2.4	5.7	6.5		0.3	12
Counseling	0.0	0.0	0.0	0.0		0.1	10
English and Foreign Language	15.5	5.7	15.4	18.3		0.6	16
Industrial Arts	2.5	0.3	3.2	3.0		0.3	10
Information Technology	8.5	2.7	8.4	9.8		0.3	13
Kinesiology and Health Science	4.9	2.0	5.7	6.3		0.3	12
Library	0.0	0.0	0.0	0.0		0.1	10
Mathematics	7.1	2.4	8.9	9.2		0.3	12
Public Services	3.6	1.4	5.4	5.2		0.3	11
Science	10.3	1.6	8.9	10.4		0.4	12
Social Science	15.9	7.2	14.5	18.8		0.6	17
Visual & Performing Arts	7.0	2.4	6.9	8.2		0.3	12
<b>Total</b>	<b>96.6</b>	<b>32.4</b>	<b>105.7</b>	<b>117.5</b>		<b>4.6</b>	<b>171</b>

\*Includes additional .197222 FTE for professional expert hours in final annualized FTEF

- a. Counseling and Library chairs will each have .1 reassigned time. If both chairs are in the same division/department, the division/department chair will receive a total of .2 reassigned time for librarians and counselors. Counseling and Library chairs will receive 10 extra days above those assigned to regular faculty counselors and librarians.
- b. Professional experts shall be included in the calculation of reassigned time for faculty chairs for Allied Health/Nursing division/departments on an 18-hour base. Whenever direct supervision of professional experts is added to a chair's duties, the impact on chair-reassigned time shall be negotiated.
- c. Cerro Coso chairs will be paid the portal-to-portal rate as stated in the current collective bargaining agreement for hours spent driving for chair-related duties at any campus, center, or other teaching site more than fifteen (15) miles from his or her regular teaching location (For example, this rate is eight dollars (\$8) per hour in the 2014-17 CBA. (See Article 11, Appendix D, Other Non-Contract Services.) Chairs should submit the required travel and mileage forms on a monthly basis.

Kern Community College District						
Faculty Chair Reassign Time and Extra Days						
Porterville College						
2023-24						
Department	FTEF				Reassigned Time (based on FTEF)	Extra Duty Days
	Spring 2022	Summer 2022	Fall 2022	Annualized FTEF		
Career and Technical Education	16.1	3.8	16.5	18.2	0.6	14
Fine and Applied Arts	10.2	2.4	10.8	11.7	0.4	12
Health Careers	13.1	1.0	11.0	14.3 *	0.5	11
Kinesiology	5.2	1.2	6.8	6.6	0.3	11
Language Arts	16.3	3.7	18.2	19.1	0.6	14
Library	0.0	0.0	0.0	0.0	0.1	10
Mathematics	10.1	1.5	10.7	11.2	0.4	12
Natural Science	11.0	1.4	11.6	12.0	0.4	11
Social Science	15.2	4.4	15.6	17.6	0.6	14
Student Learning Services	0.0	0.0	0.0	0.0	0.1	10
<b>Total</b>	<b>97.2</b>	<b>19.4</b>	<b>101.2</b>	<b>110.7</b>	<b>4.0</b>	<b>119</b>
*Includes additional 1.777 FTE for professional expert hours in final annualized FTEF						

- a. Counseling and Library chairs will each have .1 reassigned time. If both chairs are in the same division/department, the division/department chair will receive a total of .2 reassigned time for librarians and counselors. Counseling and Library chairs will receive 10 extra days above those assigned to regular faculty counselors and librarians.
- b. Professional experts shall be included in the calculation of reassigned time for faculty chairs for Allied Health/Nursing division/departments on an 18-hour base. Whenever direct supervision of professional experts is added to a chair’s duties, the impact on chair-reassigned time shall be negotiated.

## ARTICLE SIX - EVALUATION AND TENURE OF FULL-TIME FACULTY

### A. Purpose

Quality faculty are essential to the academic excellence of an institution. Therefore, it is a mutual expectation of faculty and administration that regular and on-going feedback be provided to faculty regarding job performance.

To ensure that quality teaching and support services remain the core ingredients in undergraduate education, the faculty evaluation process:

1. Focuses on professional growth, recognition, and improvement by identifying and providing instructional resources for support of individual faculty goals and growth.
2. Promotes faculty service (e.g. community, committee, professional activities).
3. Facilitates the accomplishment of individual faculty objectives linked to departmental, program, and institutional missions and goals.
4. Assesses the performance of the full scope of all assigned duties according to the job assignment and relevant professional standards.
5. Provides the basis for retention and tenure decisions.

### B. Requirements

1. **Uniform and Consistent**: There shall be a uniform and consistent evaluation policy for all faculty as specified in the procedures and forms within this agreement. Committee members shall be tenured to ensure consistency and uniformity in how faculty are evaluated. Where there are not sufficient department/program area members to serve on a committee, faculty from other disciplines may serve as committee members. This requirement for tenured committee members may be waived upon mutual agreement between CCA and KCCD.
2. **Truthful and Accurate**: Evaluation information shall be truthful and shall not include unsubstantiated information including rumors, gossip, or anonymous information of any kind. Information shall not be obtained through the use of sources such as electronic media, listening or recording devices without the written permission of the faculty member.
3. **Limited to Contractual Duties**: Faculty will be evaluated only on contractual duties. Faculty chair evaluations are addressed separately in **Article 5** and are unrelated to tenure and retention decisions.
4. **Based on Performance not Technology**: A distinction shall be made between faculty performance and technological failure. Malfunctions of instructional equipment shall not adversely affect the evaluation.
5. **Timely**: All participants are cognizant of the importance of immediate formative feedback and are committed to providing feedback rapidly and completing the process in a timely manner.



## Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

6. **Content is not Grievable:** The content of evaluations collected in a manner consistent with this Article shall not be grievable.
7. **Allows for Faculty Response:** Faculty evaluatees shall have two opportunities to respond in writing during the evaluation process. At the Evaluation Summary Meeting, faculty members will sign a statement that acknowledges evaluation findings have been presented to them and they have 10 working days to respond to the committee's findings. After receiving an electronic copy of the fully executed evaluation, the faculty member shall have 10 working days to respond to any additional administrative comments on the faculty evaluation coversheet.

### C. Process

1. **Criteria:** Because faculty assignments are diverse, evaluation criteria appropriate to the assignment shall be used as specified in the procedures and forms within this Agreement.

These criteria include:

- a. Discipline Knowledge
  - b. Creation and Facilitation of the Learning Environment
  - c. Individual Professional Responsibility
  - d. Participation in Institutional Activities
  - e. Effective Teaching Methods
2. **Components:** The purpose of the multiple components listed below is to get data from a variety of perspectives for diverse faculty assignments. Every effort should be made to integrate the data in its entirety in contrast to overemphasizing any individual component.
    - a. Evaluation Packet: developed during Mode A year 1 through training and mentoring, and required for subsequent years of evaluation. The purpose of the Evaluation Packet is to:
      - Demonstrate an on-going commitment to professional growth and development.
      - Provide an opportunity to give voice to a teaching and/or service philosophy for Mode A faculty (this is optional for Mode B faculty).
      - Provide a list of three goals and three achievements of the faculty member. The goals and achievements shall be measurable and achievable. The achievements shall document campus, community, and professional contributions since the faculty member's last evaluation.
      - Afford the committee a context in which to view scheduled observations.
      - Act as the faculty member's presentation aid for the Pre-Observation Meeting.

The evaluation committee reviews the Evaluation Packet during the Pre-Observation Meeting.

**Evaluation Packet Preparation:** The Evaluation Packet is an aid to facilitate the evaluatee's up to 20-minute presentation in the Pre-Observation Meeting. The items included may help to showcase the faculty member's progress and achievements since the last evaluation.

## Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

### **Mode A year 1- Required in the Evaluation Packet:**

- A list of three measurable and achievable goals for professional growth that shall be achieved before the next evaluation (see bullets for examples of professional accomplishments under Mode A years 2, 3, and 4 below):
- Teaching and/or service philosophy.
- Syllabi for courses taught in the current semester.

### **Following receipt of tenure, faculty on Mode B shall receive:**

- A Mode B Brief Evaluation, unless
- A Mode B comprehensive evaluation is requested by the faculty member, or the Mode B brief results in the rating “needs to improve.”

If the faculty member receives a “needs to improve” rating, he or she moves to a Mode B Comprehensive Evaluation the following semester.

### **Mode A years 2, 3, 4 and Mode B Brief and Comprehensive – Required in the Evaluation Packet:**

- A list of three goals and three achievements of the faculty member. The goals and achievements shall be measurable and achievable. The achievements shall document campus, community, and professional contributions since the faculty member’s last evaluation (see bullets for examples of professional accomplishments below):
    - In-class teaching/counseling/support service.
    - Curriculum review/development (e.g., development of courses, programs and/or instructional processes).
    - Educational research activity.
    - Community work (e.g., speeches to community groups, formal assessment of community needs).
    - Articulation with feeder schools and four-year institutions.
    - Recruitment of new student populations.
    - On-campus committee work.
    - Leadership responsibilities (e.g., service area coordinator, division/department chair, supervisor of aides).
    - Significant community and professional service (e.g., school board member, journal editor, officer of professional society).
    - Participation in job placement, on-campus activities and professional service.
    - Other.
  - Teaching and/or service philosophy (this is optional for Mode B faculty).
  - Syllabi for courses taught in the current semester.
- b. Pre-Observation Meeting: Participatory meeting to clarify the evaluation process, review the faculty Evaluation Packet to provide a context for the evaluation process, answer questions, establish parameters (such as observations), determine who shall complete the Faculty Service Survey (if evaluatee has reassigned time or otherwise wishes to use this evaluation tool) and provide feedback from the committee about the materials presented. The evaluatee’s presentation of his/her Evaluation Packet shall take up to 20 minutes.

Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

- c. **Peer and Administrative Materials Review and Classroom Observations:** Announced and scheduled observations by committee members of faculty work and interaction with students. For Mode A evaluations, observations should be made of all faculty instructional, counseling, and library assignments.

For Mode A evaluations, the educational administrator, the faculty chair, one (1) department/program area member chosen by the department, and one (1) department/program area member chosen by the evaluatee will each choose assignments for observation. To the extent practicable, observations should be made of all faculty instructional, counseling, and library assignments. Observations shall be distributed across different assignments, different courses, different delivery modes, and different sections for the semester. Timely feedback should be provided to the evaluatee prior to the Evaluation summary meeting. Student evaluations shall be completed for all assignments. (Forms appropriate to assignment; see Checklist in Article 6 Appendix.) For faculty members with more than one college assignment see 6.F.3.

For Mode B Comprehensive Evaluations, the educational administrator, the faculty chair, and one (1) department/program area member chosen by the evaluatee will each choose assignments for observation in consultation with the evaluatee. To the extent practicable, observations shall be distributed across different assignments, different courses, different delivery modes, and different sections for the semester. Timely feedback should be provided to the evaluatee prior to the Evaluation Summary meeting. Student evaluations shall be completed for all assignments. (Forms appropriate to assignment; see **Checklist** in Article 6 Appendix.)

For Mode B Brief Evaluations, student evaluations shall be completed for all assignments. (Forms appropriate to assignment; see Checklist in Article 6 Appendix.) For faculty members with more than one college assignment see 6.G.2.

- d. **Student Evaluations:** A faculty chair or designee shall distribute student evaluations. (Forms appropriate to assignment; see **Checklist** in Article 6 Appendix.)
- e. **Administrative Assessment Review:** Evaluative review by Educational Administrator. (See Form Q/FT on District's portal, "Employee Forms" tab.)
- f. **Faculty Service Survey:** Assesses the evaluatee's contribution to the KCCD community from the unique perspective of peers outside the discipline area or in the community, concerning faculty service. (See Form P/FT on District's portal, "Employee Forms" tab; all faculty with reassigned time duties, others optional.)
- g. **Evaluation Team Meeting:** Meeting to develop the Evaluation Team Summary. Committee develops the Evaluation Team Summary based upon data from the evaluation process and makes recommendation. Summary may include a minority report. (Forms appropriate to assignment; see Checklist in Article 6 Appendix.)

Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

- h. Evaluation Summary Meeting: Meeting to present the Evaluation Team Summary to the evaluatee, recognize faculty strengths, suggest areas for improvement and development, and inform the evaluatee of the committee recommendation. Committee members and evaluatee sign form A/FT no later than the end of the term of evaluation.
  - i. President Review (Vice Presidents may also review the packet or be delegated as the president's reviewer): This is a final campus administrative review of the evaluation packet with a recommendation concerning employment status including:
    - Mode A years 1 through 4 or Mode B with commendations, recommendation to rehire or make improvements, or
    - Mode A years 1, 2, and 4 not to rehire.
  - j. Chancellor Review or designee: Final district administrative review of the evaluation packet and recommendation concerning employment status including:
    - Mode A years 1 through 4 or Mode B with commendations, recommendation to rehire or make improvements, or
    - Mode A years 1, 2, and 4 not to rehire.
  - k. Board Approval: Board of Trustees review and finalize the decision concerning the faculty member including final decision to rehire with commendations, or suggestions for improvement, or decision not to rehire.
3. **Ratings:**
- a. **Satisfactory:** In the case of an evaluation report of "satisfactory," the employee shall be retained and the evaluation is concluded.
  - b. **Needs to Improve:**
    - 1) In the case of a Mode A evaluation report of "needs to improve," the recommendation for reappointment shall be given with specific recommendations for improvement and shall include a plan for remediation of any deficiencies. The plan shall include a timeline for remediation, observation, and re-evaluation. The District shall provide assistance to remediate any deficiencies enumerated by the evaluation team.
    - 2) In the event of a "needs to improve" evaluation rating during the Mode B Brief Evaluation process, the faculty member moves to a Mode B Comprehensive Evaluation the following semester. In the event of a "needs to improve" on the Mode B Comprehensive, the faculty member moves to a Mode B Remediation for items that may be corrected before the beginning of the next semester (i.e., including but not limited to updating syllabi, SLOs, or course materials). Mode C may be more appropriate for remediation involving classroom or service observation and student evaluation.
  - c. **Unsatisfactory:** In the case of an evaluation report of "unsatisfactory," the Mode A employee in years one (1), two (2), or four (4) is terminated. In the event of an unsatisfactory evaluation during Mode A, year 3, a remediation plan shall be given with

Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

specific recommendations for remediation of any deficiencies. The plan shall include a timeline for remediation, observation, and re-evaluation. The District shall provide assistance to remediate any deficiencies enumerated by the evaluation team. In the event of an unsatisfactory evaluation during the Mode B process, the College president may implement a Mode C evaluation.

**4. Participants:**

- a. **The Evaluation Committee:** The goal of the Evaluation Committee is to identify and validate strengths, to identify areas needing improvement, and to suggest areas for growth. The committee should limit itself to the agreed-upon expectations for conditions of improvement and parameters that the faculty member and department have identified.

During the evaluation cycle, the Educational Administrator and the Evaluation Committee members shall make scheduled and announced visits to classes or work areas for observation purposes. The Evaluation Committee will meet with the faculty member in the Pre-Observation and Post-Observation Meetings and sign the final evaluation report. Every effort will be made for evaluation meetings to be scheduled with due consideration of faculty assignments.

In the event that a committee member misses a meeting, that committee member will meet with both the Educational Administrator and the evaluation committee chair, within five working days, to fulfill committee obligations.

Any committee member(s) may submit a minority statement to the Evaluation Package prior to the report being finalized and signed. A minority statement is a separate written statement presented by member(s) of a committee who disagree with the majority. All comments and recommendations will be tied to components relevant to the faculty member's job description. Personal criticisms, challenges to academic freedom, and identification of goals outside of these parameters are not appropriate.

- 1) The faculty chair will serve on area evaluations and facilitate the Pre-Observation and the Summary Evaluation Meetings. In the event that a faculty chair cannot serve, an area does not have a chair, or the faculty chair is the evaluatee, the Educational Administrator will meet with the faculty in the area to select a suitable substitute.
- 2) Faculty Evaluators will participate in all components of the evaluation as peer experts:
  - Attend all committee meetings.
  - Review the Evaluation Packet and other materials.
  - Make arrangements for an observation date.
  - Complete the observation and observation form appropriate to assignment.
  - Complete Form B/FT as appropriate.
  - Give the evaluatee timely feedback upon completion of the observation (prior to the post-observation meeting).
  - Submit minority statement if applicable.
  - Sign the final report confirming the majority opinion.

Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

3) The Educational Administrator:

- Provides direction to evaluatee on expectations and suitability of initial paperwork.
- Provides direction to evaluatee on expectations and initial process.
- Determines the timeline following contract specifications.
- Coordinates the paperwork inherent in the process.
- Coordinates the scheduling of the pre-observation meeting, evaluation team meeting and evaluation summary meeting.
- Completes an observation and observation form appropriate to the assignment.
- Gives the evaluatee timely feedback upon completion of the observation (prior to the Post-Observation Meeting).
- Completes administrative assessment Form Q/FT.
- Coordinates the evaluation team as it jointly completes the Evaluation Team Summary (attached to form A/FT), based upon the majority opinion of the group.
- Types summary report.
- After consultation with the evaluation committee, makes a recommendation on continued employment of the faculty member to the President or designee.

b. **Evaluee** shall:

- Select one (1) tenured faculty member for the evaluation team for a Mode A (years 2, 3, and 4) or Mode B Comprehensive evaluation.
- Prepare Evaluation Packet.
- Provide his or her Educational Administrator with the following prior to the Pre-Observation Meeting:
  - A list of three goals and three achievements of the faculty member. The goals and achievements shall be measurable and achievable. The achievements shall document campus, community, and professional contributions since the faculty member's last evaluation.
  - Teaching and/or service philosophy (this is optional for Mode B faculty).
  - Syllabi for courses taught in the current semester
- Provide course materials for evaluation.
- Arrange observations for all assignments to be evaluated.
- When appropriate, send out faculty service survey to individuals the evaluatee chooses, with instructions to return the form to the Educational Administrator for inclusion in the evaluation package.
- Sign a statement that acknowledges the evaluation committee's findings have been presented at the Evaluation Summary Meeting and the evaluatee has 10 working days to respond to the committee's findings.
- After receiving an electronic copy of the fully executed evaluation, the evaluatee shall have 10 working days to respond to any additional administrative comments on the faculty evaluation coversheet.

**D. Types**

1. **Comprehensive Evaluations** involve a representative committee and a range of evaluation

Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

instruments and components, as indicated in Article 6.C.2 and the **Checklist** in Article 6 Appendix.

2. **Brief Evaluations**, for Mode B faculty only, include a smaller committee with a narrower range of evaluation instruments. Components to be used are the Evaluation Packet Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

and Student Evaluations. Forms to be used are indicated in the Checklist in Article 6 Appendix. The committee meets with the faculty member, conducts student evaluations in every student contact assignment, and completes the Evaluation Team Summary. The Educational Administrator completes an administrative assessment report. A faculty member who wishes to focus his or her brief evaluation on a particular project may indicate this in the self-evaluation portion of his or her evaluation. A faculty member may elect to replace a brief Mode B evaluation with a comprehensive Mode B evaluation.

**E. Faculty Categories**

1. **Non-tenured faculty** shall be evaluated in accordance with the Mode A evaluation process annually for the first four years. When a contract faculty member has not served seventy-five percent (75%) or more of the annual load in the first year of employment, or fifty percent (50%) or more of the annual load in the second year of employment, the faculty member's evaluation shall be extended.
2. **Tenured faculty** shall be evaluated in accordance with the Mode B Brief evaluation process every three (3) years unless the faculty member requests a Mode B Comprehensive Evaluation. Tenured faculty whose Mode B Brief results in a "needs to improve" evaluation will move to a Mode B Comprehensive Evaluation the following semester. In the event of a "needs to improve" on the Mode B Comprehensive, the faculty member moves to a Mode B Remediation for items that may be corrected before the beginning of the next semester (i.e., including but not limited to updating syllabi, SLOs, or course materials). Mode C is more appropriate for remediation involving classroom or service observation and student evaluation.
3. **Contingent on Funding faculty** shall be evaluated in accordance with the Mode A evaluation process for the first four (4) years and then every third year thereafter following the process outlined above for tenured faculty.
4. **Temporary faculty** shall be evaluated in accordance with the Mode A evaluation process.

**F. Mode A:** Comprehensive evaluations for pre-tenure faculty in the first four (4) probationary contract years.

1. The **purpose** of the probationary period is to give the faculty member who is a candidate for reappointment or tenure the opportunity to demonstrate to the Board of Trustees that he or she meets the standards established by a thorough process of evaluation.
2. Evaluations are conducted in the fall semester for the **first four (4) years** of employment to determine the granting of tenure in accordance with Education Code Sections §87605-87611 and 87663.

Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

- In years 1, 2, and 4, a decision will be made either to retain or not retain the faculty member.
  - For disciplines with state licensing board requirements, additional evaluations may be conducted as required by the licensing board.
3. The **Committee** consists of tenured faculty members only and includes the faculty chair, except under extenuating circumstances, as the chair of the committee, one (1) department/program area member chosen by the department, one (1) department/program area member chosen by the evaluatee, and the Educational Administrator. Committee members shall disclose potential conflicts of interest and recuse themselves from serving on the committee if they cannot be fair and impartial. Where there are not sufficient department/ program area members to serve on a committee, related disciplines may be used to furnish committee members. Where appropriate, an evaluator from outside the College may be included by the responsible Educational Administrator to increase the size of the committee to five (5).
  4. Split assignment: When a faculty member is teaching at two different colleges, either the faculty member chosen by the department or the faculty member chosen by the evaluatee must be from the corresponding college (non-home college). The corresponding college Administrator shall have the opportunity to provide information to the home college Administrator for Form Q and will be identified as a contributor.

**Process and Suggested Timelines: Mode A Evaluations**

Activity A 1, 2, 3, 4	Suggested Timeline
Pre-Observation Meeting	Weeks 3-5 Fall term
Observations	Weeks 5-11 Fall term
Student Evaluations	Weeks 7-10 Fall term
Report compiled	Week 12 to end of Fall term
Preliminary Tenure decision for Year 4	December 15
Evaluation Summary	Week 13 to the end of the Fall term.
Complete file submitted to Vice President/President	February 1
Complete materials submitted to Chancellor	February 15
Materials submitted to Board of Trustees for action	On or before March 15, the College President shall make the final recommendation regarding appointment to the Chancellor and the Board of Trustees. A decision to retain results in a one-year contract after year 1 and a two-year contract after year 2. A decision to retain in year 4 results in tenure. A decision not to retain results in termination.

5. The **decision to grant tenure** will be based upon the cumulative evaluations of the probationary years. In the fourth (4<sup>th</sup>) year if the decision is to retain the faculty member, tenure will be granted, the faculty member will be notified by the Vice President or President, and the faculty member will be publicly recognized the following semester.
  - a. **Preliminary** tenure decisions: By December 15 of the fourth (4<sup>th</sup>) year, a preliminary tenure recommendation shall be made by the evaluation committee that either (a) tenure be granted or (b) the faculty member not be retained.



## Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

The December 15 preliminary tenure recommendation during the fourth (4th) year will be based upon the annual evaluations one (1), two (2), three (3), and four (4). The preliminary tenure recommendation shall be prepared by the responsible Educational Administrator in consultation with the evaluation review committee. The preliminary recommendation shall be sent to the College Vice President and President for review. The College President shall make the final recommendation regarding tenure to the Chancellor and Board of Trustees by February 1.

- b. **Contested** tenure decisions: Allegations that the 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. All rights, including hearing rights, shall be pursuant to the Education Code.

### G. **Mode B:**

Regular tenured faculty shall be evaluated using the Mode B process every three (3) years.

The process includes review of previous evaluation information. The evaluation shall be scheduled in the Spring term. Subsequent evaluations shall be Mode B Brief Evaluations unless the faculty member requests a Mode B Comprehensive Evaluation. A less-than-satisfactory Mode B Brief evaluation shall be followed the next semester by a Mode B Comprehensive Evaluation. In this situation, the next Mode B evaluation will be in two and one half (2-1/2) years.

For disciplines with state licensing board requirements, additional evaluations may be conducted as required by the licensing board.

1. **The Comprehensive Mode B Evaluation Committee** consists of tenured faculty members only and includes the faculty chair, except under extenuating circumstances, as the chair of the committee, one (1) department/program area member chosen by the evaluatee, and the Educational Administrator. Committee members shall disclose potential conflicts of interest and recuse themselves from serving on the committee if they cannot be fair and impartial. Where there are not sufficient department/program area members to serve on a committee, related disciplines may be used to furnish committee members. Where appropriate, an evaluator from outside the College may be included by the responsible Educational Administrator to increase the size of the committee to four (4).
2. **The Brief Mode B Evaluation Committee** consists of the faculty chair and an Educational Administrator.  
Split assignment: The Corresponding college Administrator shall have the opportunity to provide information to the home college Administrator for Form Q and will be identified as a contributor.

Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

**Process and Suggested Timelines: Mode B Brief Evaluations**

Activity A 1, 2, 3, 4	Suggested Timeline
Pre-Observation Meeting	Weeks 3-5 of Spring term
Student Evaluations	Weeks 5-9 of Spring term
Report compiled	Weeks 9-11 of Spring term
Complete file submitted to Vice President/President	By week 12 of the Spring term
Complete materials submitted to Chancellor	On or before May 15
Materials submitted to Board of Trustees for action	On or before the June Board meeting, the College President shall make the final recommendation to Board of Trustees. A “needs to improve” evaluation shall result in a Mode B Comprehensive Evaluation the following semester. An unsatisfactory rating may result in a Mode C evaluation.

**Process and Suggested Timelines: Mode B Comprehensive Evaluations**

Activity	Suggested Timeline
Pre-Observation Meeting	Weeks 3-5 of Spring term
Observations	Weeks 5-11 of Spring term
Student Evaluations	Weeks 7-9 of Spring term
Report compiled	Weeks 9 – 12 of Spring term
Evaluation Summary	Prior to week 12 of Spring term
Complete file submitted to Vice President/President	Prior to week 14 of Spring term
Complete materials submitted to Chancellor	On or before May 15
Materials submitted to Board of Trustees for action	On or before the June Board meeting, the College President shall make the final recommendation to Board of Trustees. In the event of a “needs to improve” on the Mode B Comprehensive, the faculty member moves to

**Process and Suggested Timelines: Mode B Comprehensive Evaluations**

Activity	Suggested Timeline
Materials submitted to Board of Trustees for action	a Mode B Remediation Evaluation for items that may be corrected before the beginning of the next semester (i.e., including but not limited to updating syllabi, SLOs, or course materials). For remediation involving classroom or service observation and student evaluations, a Mode C may be more appropriate. An unsatisfactory rating may result in a Mode C evaluation.

- 3. Mode B Remediation:** In the event of a “needs to improve” rating on the Mode B Comprehensive, the faculty member moves to a Mode B Remediation Evaluation for items that may be corrected before the beginning of the next semester (i.e., including but not limited to updating syllabi, SLOs, or course materials).

Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

**Process and Suggested Timelines: Mode B Remediation Plan:**

<b>Mode B Remediation</b>	<b>Suggested Timeline</b>
Evaluation Summary recommends Mode B Remediation	Prior to week 12 of Spring term
Faculty and Association representative meets with Educational Administrator and agree upon remediation plan	On or before May 15
Faculty completes remediation plan and meets with Educational Administrator and Association representative. If remediation plan is successful, Educational Administrator recommends “needs to improve” be changed to “satisfactory.” If remediation plan is unsuccessful, Educational Administrator recommends Mode C Evaluation.	On or before Aug. 1
Educational Administrator submits a remediation memorandum to Vice President/President	On or before Aug. 10
If Vice President/President approves the memorandum, a “satisfactory” rating shall be attached to the Mode B Remediation plan to reflect the faculty member’s successful remediation. If the faculty member’s remediation is	On or before Aug. 20



unsatisfactory, the Vice President/President shall change the “needs to improve” rating to “unsatisfactory” and commence the Mode C Evaluation process.	
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- H. Mode C:** A Mode C evaluation may be called by the College President in the event of a needs to improve or an unsatisfactory evaluation rating during the Comprehensive Mode B process, or if in the College President’s judgment circumstances warrant evaluation other than the normal cycle. At that time the College President shall enumerate and describe the reasons for the Mode C in writing to the faculty member. The College President shall provide notice to the Association President that a Mode C has been declared. This shall supersede a Mode B evaluation.
1. **Committee:** Within two (2) weeks of the receipt of the notification letter by the evaluatee, a committee composed of tenured faculty members shall be appointed. The faculty members on the committee shall include the faculty chair, one (1) member chosen by the evaluatee in consultation with the Association President or designee, one faculty member chosen by the faculty chair, and one (1) Educational Administrator appointed by the College President or designee. In the event that a faculty chair cannot serve, an area does not have a chair, or the faculty chair is undergoing a Mode B evaluation, the Educational Administrator will meet with the faculty in the area to select a suitable substitute. Committee members shall disclose potential conflicts of interest and recuse themselves from serving on the committee if they cannot be fair and impartial. In the event that the Mode C is declared near the end of the term, the committee members will be appointed the first two (2) weeks of the next semester. It is recommended that faculty committee members be experienced in teaching, college service and leadership. See District’s portal, “Employee Forms” tab for forms **S-1/FT** and **S-2/FT**.
  2. The faculty member and the committee shall consult to develop a **remediation plan** to address the enumerated deficiencies. The plan shall:
    - a. include a timeline for remediating deficiencies.
    - b. delineate the process and the measures for determining performance improvements.
    - c. be submitted and approved by the appropriate Vice President.
  3. The remediation plan shall be implemented, and the District shall provide assistance to remediate deficiencies enumerated by the Mode C evaluation committee. At the conclusion of the established timeline, the committee and the administrator shall meet with the evaluatee to review the summary form. It is recommended that an Association representative be present at this meeting.
  4. **Evaluation tools** used to determine satisfactory progress may include but not be limited to:
    - Student Evaluation--at the suggestion of either the committee or the evaluatee, a standardized student evaluation or specialized student evaluation focusing on areas of deficiency.
    - Performance Observation--at the discretion of the Educational Administrator or at the election of the evaluatee, observations of performance by the evaluation committee.

## Article 6 EVALUATION AND TENURE OF FULL-TIME FACULTY (continued)

- Other Elements--at the election of the evaluatee or the committee, other evaluation elements appropriate to teaching or non-teaching assignments with focus on deficiencies.

5. Mode C evaluations may lead to progressive discipline or termination. However, the services of the faculty members during their term or continuing appointment may be terminated only with Cause according to Education Code Sections 87666 et seq.

**I. Mode R Evaluations:** Mode R Evaluations shall be only for those faculty members whose evaluation cycle falls during the year of their retirement and who have submitted their retirement notifications to Human Resources no later than January 15<sup>th</sup> of the evaluation year. The Mode R Evaluation consists of a short self-evaluation form that discusses three faculty accomplishments since the last evaluation, and how to support teaching or service in the discipline in the future. Mode R does not include professional goals. Mode R also includes student evaluations but no classroom observations. The Mode R committee shall be the faculty member's chair and an Educational Administrator, and the process and timelines shall follow that of Mode B Brief Evaluations.

### **J. Faculty Director Evaluations**

1. Faculty Directors will be evaluated on the duties listed in Article 5 by faculty and staff in the area and the educational administrator.
2. This process shall be completed for faculty members with a director's assignment of 20% or more.
3. The director evaluation process will be completed as part of the Mode A or Mode B regular evaluation cycle.
4. Evaluation form O/FT will be used.
5. The evaluatee and educational administrator should determine the questions on the evaluation form that are appropriate to the assigned program.

### **K. Online Faculty Evaluations**

1. Observations of faculty teaching online classes shall be conducted at a scheduled time. CCA and the District agree to work with College Instructional Technology so online evaluators will be limited to a set time to observe the class site, just as evaluators of face-to-face classes are limited to a set time. The time for evaluators to observe an online class shall not exceed that of an evaluator observing a face-to-face class.

## **Article Six Appendix Table of Contents**

[Checklist of Full-time Faculty Evaluation Guidelines and Forms](#).....46

## Checklist of Full-time Faculty Evaluation Guidelines and Forms

Faculty evaluation teams will use the following two (2) required forms:

- Form A/FT: Coversheet for the Faculty Evaluation Process
- Form Q/FT: Administrative Assessment Review

Below is a checklist of the additional forms that shall be included in the Mode A and Mode B Comprehensive evaluation according to faculty assignment. Mode B Brief adds only the Student Evaluation Forms to the forms above.

### Instructional Faculty Comprehensive Evaluation

- PGA/FT: Professional Goals and Accomplishments
- B/FT: Materials Review and Classroom Instruction Observation
- E/FT: Student Evaluation for Instructional Faculty

### Instructional Faculty Brief Evaluation

- PGA/FT: Professional Goals and Accomplishments
- E/FT: Student Evaluation for Instructional Faculty

### Instructional Faculty Open Lab

- PGA/FT: Professional Goals and Accomplishments
- B/FT: Materials Review and Classroom Instruction Observation
- G/FT: Materials Review and Open Lab Activity Observation
- H/FT: Student Evaluation for Open Lab Faculty

### Instructional Faculty Online

- PGA/FT: Professional Goals and Accomplishments
- C/FT: Materials Review and Online Instruction Observation
- F/FT: Student Evaluation for Online Instructional Faculty

### Non-Instructional Faculty with Student Contact Hours

- L/FT: Student Evaluation for Non-Instructional Faculty
- I/FT: Student Consent Form for Observation of Faculty/Student Interaction
- J/FT: Observation for Counseling/Non-Instructional Faculty

### Non-Instructional Faculty without Student Contact Hours

- P/FT: Faculty Service Surveys that reflect the full range for faculty service

### Library Faculty/Non-Instructional

- M/FT: Observation form for Library Faculty
- N/FT: Student Evaluation for Library Faculty

### Counseling/Non-Instructional Faculty

- J/FT: Observation for Counseling/Non-

### Instructional Faculty

- I/FT: Student Consent Form for Observation of Faculty/Student Interaction
- K/FT: Student Evaluation for Counseling Faculty

### Faculty with Reassigned Time (not related to Faculty union released time)

- P/FT: Faculty Service Surveys that reflect the full range of reassigned service

### Faculty with Reassigned Time for Director Responsibilities

- O/FT: Faculty Director Evaluation

### Remediation

- R-1/FT: Mode A Remediation Plan
- R-2/FT: Mode A Remediation Plan Report
- S-1/FT: Mode C Remediation Plan
- S-2/FT: Mode C Remediation Plan Report

### Instructional / Non-Instructional Faculty who have Submitted Notice of Retirement

- Mode R/FT/ADJ: Faculty Self-Evaluation
- E/FT: Student Evaluation for Instructional Faculty

### Examples of Faculty with Multiple Assignments

#### Library Faculty/Instructional

- PGA/FT: Professional Goals and Accomplishments
- B/FT: Materials Review and Classroom Instruction Observation
- E/FT: Student Evaluation for Instructional Faculty
- M/FT: Observation form for Library Faculty
- N/FT: Student Evaluation for Library Faculty

#### Counseling Faculty/Instructional

- PGA/FT: Professional Goals and Accomplishments
- B/FT: Materials Review and Classroom Instruction Observation
- E/FT: Student Evaluation for Instructional Faculty
- I/FT: Student Consent Form for Observation of Faculty/Student Interaction

Article 6 – Appendix (continued)

- J/FT: Observation for Counseling/Non-



Instructional Faculty

- K/FT: Student Evaluation for Counseling Faculty

## ARTICLE SEVEN - EVALUATION, SECURITY, AND SENIORITY OF ADJUNCT FACULTY

### A. Purpose

Quality faculty are essential to the academic excellence of an institution. Therefore, it is a mutual expectation of faculty and administration that regular and on-going feedback be provided to faculty regarding job performance.

To ensure that quality teaching and support services remain the core ingredients in undergraduate education, the adjunct faculty evaluation process assesses the performance of the full scope of all assigned duties according to the job assignment and relevant professional standards. The evaluation process identifies and validates strengths, identifies areas needing improvement, and suggests areas for growth. The process also provides a basis for retention decisions.

### B. Requirements

1. **Uniform and Consistent:** There shall be a uniform and consistent evaluation policy for all adjunct faculty as specified in the procedures and forms within this Agreement.
2. **Truthful and Accurate:** Evaluation information shall be truthful and shall not include unsubstantiated information, including rumors, gossip, or anonymous information of any kind. Information shall not be obtained through the use of sources such as electronic media, listening or recording devices without the written permission of the adjunct faculty member.
3. **Limited to Contractual Duties:** Adjunct faculty will be evaluated only on contractual duties.
4. **Based on Performance not Technology:** A distinction shall be made between adjunct faculty performance and technological failure. Malfunctions of instructional equipment shall not adversely affect the evaluation.
5. **Timely:** All participants are cognizant of the importance of immediate formative feedback and are committed to providing feedback rapidly and completing the process in a timely manner.
6. **Content is not Grievable:** The content of evaluations collected in a manner consistent with this Article shall not be grievable.
7. **Allows for Faculty Response:** Faculty evaluatees shall have two opportunities to respond in writing during the evaluation process. At the Evaluation Summary Meeting, faculty members shall sign a statement that acknowledges evaluation findings have been presented to them and they have 10 working days to respond to the committee's findings. After receiving an electronic copy of the fully executed evaluation, the faculty

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Article 7 EVALUATION, SECURITY, AND SENIORITY OF ADJUNCT FACULTY (continued)

member shall have 10 working days to respond to any additional administrative comments on the faculty evaluation coversheet.

**C. Process**

1. **Criteria:** Because adjunct faculty assignments are diverse, evaluation criteria appropriate to the assignment shall be used as specified in the procedures and forms within this Agreement.

These criteria include:

- a. Discipline Knowledge
- b. Creation and Facilitation of the Learning Environment
- c. Individual Professional Responsibility
- d. Effective Teaching Methods

2. **Timelines:**

Adjuncts shall be evaluated their first semester at a college. Upon receiving a satisfactory rating on the first evaluation, an adjunct shall be evaluated in the third year and every three years thereafter. The adjunct evaluation form shall note ADJ-1 for first semester evaluations and ADJ-3 for all subsequent evaluations.

Student evaluations shall occur in every section taught by an adjunct faculty member. During the first semester evaluation, peer observations shall occur in every section. In the third year and subsequent evaluations, peer observations will occur in one section, mutually agreed upon by the adjunct faculty member and the faculty chair/designee. The evaluation shall optimally occur between weeks 5-8 in semester length courses. In courses that run less than a full semester, the evaluation shall occur approximately 35% of the way through the course.

Upon completion of the evaluation, the evaluator will make a recommendation, based on the ratings in Article 7.C.4, either to retain or not retain the faculty member within the adjunct hiring pool.

In the case of an observation rating of “unsatisfactory,” the adjunct faculty member, who may consult CCA, will be observed again by a tenured faculty member chosen by the evaluatee, and the educational administrator. Where there are not sufficient department/program area members to conduct the observations, the evaluatee may choose a tenured faculty member from a related discipline. The evaluation will be completed by the end of the semester.

For disciplines with state licensing board requirements, additional evaluations may be conducted as required by the licensing board.

A decision regarding retention within the hiring pool will be made after the committee evaluation.

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Article 7 EVALUATION, SECURITY, AND SENIORITY OF ADJUNCT FACULTY (continued)

3. **Components:** The purpose of the multiple components listed below is to get data from a variety of perspectives for diverse faculty assignments. Every effort should be made to integrate the data in its entirety in contrast to overemphasizing any individual component.
  - a. **Peer and Administrative Materials Review and Classroom Observations:** Announced and scheduled observations by committee members of adjunct faculty work and interaction with students. For ADJ-1, observation should be made of all instructional, counseling and library assignments. For ADJ-3, the faculty chair or designee shall observe one assignment, mutually agreed upon with the evaluatee. (Forms appropriate to adjunct assignment; see **Checklist** in Article 7 Appendix.)
  - b. **Student Evaluations:** Evaluative reviews by students about interactions with the evaluatee conducting various duties, such as teaching, counseling, library, and other support services. (Forms appropriate to assignment; see **Checklist** in Article 7 Appendix)
  - c. **Administrative Assessment Review:** Evaluative review by Educational Administrator. (See Form Q/ADJ on District's portal, "Employee Forms" tab.)
  - d. **Faculty Service Survey:** Assesses the evaluatee's contribution to the KCCD community from the unique perspective of peers outside the discipline area or in the community, concerning faculty service. (See Form P/ADJ on District's portal, "Employee Forms" tab; all adjunct faculty with non-instructional duties that have no student contact hours, other optional.)
  - e. **Evaluation Summary:** Chair/designee or committee, as appropriate, develops the Evaluation Summary based upon data from the evaluation process and the elements of the evaluation packet. The narrative summary should include an assessment of the syllabi, observations and student surveys. The committee's recommendation may include a minority report.
  - f. **Evaluation Summary Meeting:** Meeting to clarify the Evaluation Summary, recognize faculty strengths, suggest areas for improvement and development, and inform the evaluatee of the committee recommendation. Committee members and evaluatee sign form A/ADJ no later than the end of the term of evaluation.
  
4. **Ratings**
  - a. **Satisfactory:** In the case of a re-evaluation report of "satisfactory," the employee will be retained within the hiring pool.
  - b. **Needs to Improve:** In the case of an evaluation report of "needs to improve," any recommendation for reappointment shall be given with specific recommendations for improvement. This rating will result in a follow-up evaluation the following semester
  - c. **Unsatisfactory:** In the case of an evaluation report of "unsatisfactory," the adjunct

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Article 7 EVALUATION, SECURITY, AND SENIORITY OF ADJUNCT FACULTY (continued)

faculty member will not be eligible for rehire.

**5. Participants**

**a. The Evaluation Committee**

- 1) Faculty Chair will complete the following or designate another tenured faculty member to do so:
  - Make arrangements for observation dates.
  - Complete the observations and observation forms appropriate to assignment.
  - Give the evaluatee timely feedback upon completion of the observation.
  - Arrange for additional observations as required by Article 7.C.2.
  - Develop Evaluation Summary (except in the event of an unsatisfactory observation) and make a recommendation based upon data from the evaluation process. Summary may include a minority report.
  - Sign the final report.
- 2) Educational Administrator shall:
  - Complete administrative assessment form Q/ADJ.
    - In the event of an unsatisfactory observation or a special evaluation, complete the observations and observation forms appropriate to the assignment.
    - Coordinate the evaluation committee as it jointly completes the Evaluation Summary, based upon the majority opinion of the group.-
    - Types summary report.
    - Sign the final report.
- 3) Tenured faculty member chosen by chair/designee (in the event the adjunct faculty member has multiple assignments to be observed, and at the discretion of the chair/designee) shall:
  - Make arrangements for observation dates.
  - Complete the observations and observation forms appropriate to assignment.
  - Give the evaluatee timely feedback upon completion of the observation.
  - Sign the final report.
- 4) Tenured faculty member chosen by evaluatee in the event of an unsatisfactory observation or special evaluation) shall:
  - Make arrangements for observation dates.
  - Complete the observations and observation forms appropriate to assignment.
  - Give the evaluatee timely feedback upon completion of the observation.
  - Sign the final report.

**b. Evaluatee shall:**

- Provide his/her Faculty Chair with the following prior to the observations:

Article 7 EVALUATION, SECURITY, AND SENIORITY OF ADJUNCT FACULTY (continued)

- Syllabi, including grading procedures, for courses taught in the current semester.
- Provide course materials for evaluation.
- When appropriate, send out faculty service survey to individuals the evaluatee chooses, with instructions to return the form to the Educational Administrator.
- Sign a statement that acknowledges the evaluation committee's findings have been presented at the Evaluation Summary Meeting and the evaluatee has 10 working days to respond to the committee's findings.
- After receiving an electronic copy of the fully executed evaluation, the evaluatee shall have 10 working days to respond to any additional administrative comments on the faculty evaluation coversheet.

**D. Special Adjunct Evaluation:** If in the College President's judgment circumstances warrant evaluation other than the normal cycle, he or she may declare a Special Evaluation. At that time the College President shall enumerate and describe the reasons for the Special Evaluation in writing to the faculty member. The College President shall provide notice to the Association President that a Special Evaluation has been declared.

1. Committee: Within two (2) weeks of the receipt of the notification letter by the evaluatee, a committee composed of one (1) educational administrator appointed by the College President or designee and two (2) tenured faculty members shall be appointed.

The faculty members on the committee shall include the faculty chair or designee and one (1) member chosen by the evaluatee in consultation with the Association President or designee. In the event that the Special Evaluation is declared near the end of the term, the committee members will be appointed the first two (2) weeks of the next semester.

2. Evaluation tools used to determine satisfactory progress may include but not be limited to:
  - Student Evaluation--at the suggestion of either the committee or the evaluatee, a standardized student evaluation or specialized student evaluation focusing on areas of deficiency.
  - Performance Observation--at the discretion of the Educational Administrator or at the election of the evaluatee, observations of performance by the evaluation committee.
  - Other Elements--at the election of the evaluatee or the committee, other evaluation elements appropriate to teaching or non-teaching assignments with focus on deficiencies.
3. Upon completion of this evaluation, the evaluation committee will make a recommendation, based on the ratings in Article 7.C.4., either to retain or not retain the faculty member within the adjunct hiring pool.

**E. Mode R Evaluations:** Mode R Evaluations shall only be for those faculty members whose evaluation cycle falls during the year of their retirement and who have submitted their retirement notifications to Human Resources no later than January 15<sup>th</sup> of the evaluation year. The Mode R Evaluation consists of a short self-evaluation form that discusses three faculty accomplishments

since the last evaluation and how to support teaching or service in the discipline in the future. Mode R does not include professional goals. Mode R also includes student evaluations but no classroom observations. The Mode R committee shall be the faculty member's chair and an Educational Administrator, and the process and timelines shall follow that of Mode B Brief Evaluations.

**F. Online Faculty Evaluations**

1. Observations of faculty teaching online classes shall be conducted at a scheduled time. CCA and the District agree to work with College Instructional Technology so online evaluators shall be limited to a set time to observe the class site, just as evaluators of face-to-face classes are limited to a set time. The time for evaluators to observe an online class shall not exceed that of an evaluator observing a face-to-face class.

**G. Adjunct Priority Rehire List**

**1. Applicability:**

This section shall apply to part-time faculty assigned to teach instructional classes or perform non-instructional academic assignments for not more than 67 percent (67%) of the hours per week which are considered a full-time assignment for regular employees having comparable duties pursuant to Education Code section 87482.5.

This section supersedes all previous language related to adjunct seniority contained in the MOU dated May 2, 2018, and any seniority number received under that MOU.

This section does not apply to any person excluded from the bargaining unit as noted in Article 1B1b.

This section also does not apply to any person compensated to provide instructional hours if such instructional hours are not provided as part of load, for example, dual enrollment instructors employed by the high school district, or a person providing tutoring assistance in a lab or resource center setting.

**2. Assignment and Retention:**

Each division/department chair, in consultation with, and approval by, applicable educational administrator, shall establish an adjunct priority rehire list based on adjunct faculty date of hire, which is deemed the date that the adjunct faculty member first rendered paid service at the college in a department or division as an adjunct faculty member. Temporary and full-time assignments do not count toward service considered for adjunct priority rehire list. Human Resources will provide a list notating hire date and Faculty Service Area for adjunct faculty.

Adjunct priority rehire list will be established based on the following criteria:

- a. Length of service with the College
- b. Based on evaluation
- c. Does not transfer across colleges
- d. Summer appointments are excluded
- e. Adjunct faculty members expertise for the assignment

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Article 7 EVALUATION, SECURITY, AND SENIORITY OF ADJUNCT FACULTY (continued)

Adjunct faculty shall be placed on the priority rehire list after successfully completing four (4) semesters of adjunct faculty work, and receiving a “satisfactory” evaluation.

Adjunct faculty can decline their full assignment for 2 consecutive semesters before being removed from the adjunct priority rehire list. Failure to respond to an offer of assignment will be considered a declination of that assignment. Should adjunct faculty decline an assignment, the District is not obligated to offer another during that semester. An adjunct faculty member who declines only a portion of the offered assignment, but accepts at least one offered assignment, will not be considered to have declined the assignment.

An adjunct faculty member will be removed from the priority rehire list for any of the following reasons:

- a. Declining a full offered assignment for the 3<sup>rd</sup> consecutive semester.
- b. Advising the department/division in writing of their intent to resign from part-time employment with the District.
- c. Receiving an “Unsatisfactory” evaluation.
- d. Termination for cause

Adjunct faculty who have not had an assignment with the District, whether by declining their full offered assignment or the unavailability of assignments, for four (4) consecutive semesters will be removed from the priority rehire list and will be separated from employment with the District. Adjunct faculty who apply to be rehired after they have been separated will be processed as a new employee.

Retired faculty members who return to teach adjunct shall start over as adjunct faculty in terms of priority rehire and evaluation. They will be placed on the priority rehire list after successfully completing four (4) semesters.

If adequate class sections are available, the department/division chair, in consultation with the appropriate educational administrator, shall strive to assign an adjunct faculty member the same load as assigned during the previous two (2) semesters, excluding summer.

Factors considered when making assignments will be:

- i. Past experience in assignment
- ii. Expertise in area of instruction/service
- iii. Previous performance evaluations in assignment

Additional units taught beyond a maximum adjunct faculty load (.067) do not count toward historical load. Temporary and Full-time assignments do not count toward historical load.

The District reserves the right of assignment. Nothing in this provision provides unit members with rights to specific classes or assignments.

Each semester, at the discretion of the department/division chair, one (1) course section OR eight (8) hours/week in a non-teaching area, may be excluded from the assignment of adjunct faculty on the priority rehire list for the express purpose of hiring new adjunct faculty who have not previously held an assignment with the district.



Article 7 EVALUATION, SECURITY, AND SENIORITY OF ADJUNCT FACULTY (continued)

**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.

## Checklist of Adjunct Faculty Evaluation Guidelines and Forms

Adjunct faculty evaluation teams will use the following two (2) required forms:

- Form A/ADJ Adjunct Faculty Evaluation Coversheet Form
- Q/ADJ: Administrative Assessment Review

Below is a checklist of the additional forms that shall be included according to the adjunct faculty assignment.

### Instructional Faculty

- B/ADJ: Materials Review and Classroom Instruction Observation
- E/ADJ: Student Evaluation for Instructional Faculty

### Instructional Faculty - Open Lab

- G/ADJ: Materials Review and Open Lab Activity Observation
- H/ADJ: Student Evaluation for Open Lab Faculty

### Instructional Faculty - Clinical

- B2/ADJ: Observation for Clinical Instruction
- E2/ADJ: Student Evaluation for Clinical Faculty

### Instructional Faculty - Online

- C/ADJ: Materials Review and Online instruction Observation
- F/ADJ: Student Evaluation for Online Instructional Faculty

### Non-Instructional Faculty with Student Contact Hours

- L/ADJ: Student Evaluation for Non-Instructional Faculty
- J/ADJ: Observation for Counseling/ Non-Instructional Faculty
- I/ADJ: Student Consent Form for Observation of Faculty/Student Interaction
- K/ADJ: Student Evaluation for Counseling Faculty

### Non-Instructional Faculty without Student Contact Hours

- P/ADJ: Faculty Service Surveys that reflect the full range for faculty service

### Library Faculty/Non-Instructional

- M/ADJ: Observation form for Library Faculty
- N/ADJ: Student Evaluation for Library Faculty

### Counseling/Non-Instructional Faculty

- I/ADJ: Student Consent Form for Observation of Faculty/Student Interaction
- J/ADJ: Observation for Counseling/Non-Instructional Activity
- K/ADJ: Student Evaluation for Counseling Faculty

### Faculty with Director Responsibilities

- O/ADJ: Faculty Director Evaluation

### Remediation

- R-1/ADJ: Special Evaluation Plan
- R-2/ADJ: Special Evaluation Plan Report

### Instructional/Non-Instructional Faculty who have Submitted Notice of Retirement

- Mode R/FT/ADJ: Faculty Self-Evaluation
- RE/FT: Student Evaluation for Instructional Faculty

### Examples of Faculty with Multiple Assignments Library Faculty/Instructional

- B/ADJ: Materials Review and Classroom Instruction Observation
- E/ADJ: Student Evaluation for Instructional Faculty
- M/ADJ: Observation form for Library Faculty
- N/ADJ: Student Evaluation for Library Faculty

### Counseling Faculty/Instructional

- B/ADJ: Materials Review and Classroom Instruction Observation
- E/ADJ: Student Evaluation for Instructional Faculty
- J/ADJ: Observation for Counseling/Non-Instructional Faculty
- K/ADJ: Student Evaluation for Counseling Faculty
- I/ADJ: Student Consent Form for Observation of Faculty/Student Interaction

## ARTICLE EIGHT - FACULTY ASSIGNMENT

- A. The College President and/or designee** shall determine the assignment for each faculty member to meet students' needs. The right of assignment shall not supersede any other protection guaranteed under this agreement.
- B. The annual lecture hour equivalent (LHE) load** for faculty shall be thirty (30). A semester LHE shall be fifteen (15).

To determine load add the decimal equivalent for each load type. A full semester load equals one.

15 Base	18 Base	20 Base
.5/15 = .033	.5/18 = .028	.5/20 = .025
1.0/15 = .067	1.0/18 = .056	1.0/20 = .050
1.5/15 = .100	1.5/18 = .083	1.5/20 = .075
2.0/15 = .133	2.0/18 = .111	2.0/20 = .100
2.5/15 = .167	2.5/18 = .139	2.5/20 = .125
3.0/15 = .200	3.0/18 = .167	3.0/20 = .150
3.5/15 = .233	4.0/18 = .222	4.0/20 = .200
4.0/15 = .267	5.0/18 = .278	5.0/20 = .250
4.5/15 = .300	6.0/18 = .333	6.0/20 = .300
5.0/15 = .333	7.0/18 = .389	7.0/20 = .350
6.0/15 = .400	8.0/18 = .444	8.0/20 = .400
7.0/15 = .467	9.0/18 = .500	9.0/20 = .450
8.0/15 = .533	10.0/18 = .556	10.0/20 = .500
9.0/15 = .600		
10.0/15 = .667		
11.0/15 = .733		
12.0/15 = .800		
13.0/15 = .867		
14.0/15 = .933		
15.0/15 = 1.000		
25 Base	30 Base	40 Base
.5/25 = .020	1.0/30 = .033	.5/40 = .013
1.0/25 = .040	2.0/30 = .067	1.0/40 = .025
1.5/25 = .060	3.0/30 = .100	1.5/40 = .038
2.0/25 = .080	4.0/30 = .133	2.0/40 = .050
2.5/25 = .100	5.0/30 = .167	2.5/40 = .063
3.0/25 = .120	6.0/30 = .200	3.0/40 = .075
3.5/25 = .140	7.0/30 = .233	4.0/40 = .100
4.0/25 = .160	8.0/30 = .267	5.0/40 = .125
4.5/25 = .180	9.0/30 = .300	6.0/40 = .150
5.0/25 = .200	10.0/30 = .333	7.0/40 = .175
6.0/25 = .240		8.0/40 = .200
7.0/25 = .280		9.0/40 = .225
8.0/25 = .320		10.0/40 = .250
9.0/25 = .360		
10.0/25 = .400		

Article 8 FACULTY ASSIGNMENT (continued)

The types of assignment and weekly faculty contact hours follow:

Types of Assignment	Semester Weekly Faculty Contact Hours
A. Lecture, Lecture/Discussion, Laboratory, Noncredit Career Development and College Preparation (CDCP)	15
B. LVN/RN/Psychiatric Technician Clinic	15
C. Physical Education Activity	20
D. Noncredit not CDCP	25
E. Open Lab/Lab Supervision/Radiologic Technologist Clinic	30
F. Student Learning Support (e.g., Learning Disabilities Specialist, Counselors, Librarians, and Assistive Technology Specialists). Under a compressed calendar (16 weeks), the 30 hours becomes 33 hours per week.	30
G. Faculty Support/Administrative Duties (e.g., Chairs, Directors, Institutional Researchers, and Instructional Technology Specialists). Under a compressed calendar (16 weeks), the 40 hours becomes 43.75 hours per week.	40

**C. Faculty assignment adjustments** shall be made with mutual agreement between the educational administrator and the faculty member.

1. A faculty member shall not be required to teach overload.
2. For the purposes of calculating load, a full-time faculty SEMESTER load equals 1.0. However, loads falling between .97 and 1.03 (inclusive) will not need adjustment in that semester or any subsequent semester. For the purposes of calculating load, a full-time faculty ANNUAL load equals 2.0. However, loads falling between 1.94 and 2.05 (inclusive) for an academic year will not need adjustment.
  - a. A semester load in excess of 1.03 may be adjusted by a load reduction in any of the subsequent two (2) semesters or by compensation at the overload rate at the discretion of the faculty member. If compensation is the chosen option, then overload pay will be calculated for any load above 1.0.

Article 8 FACULTY ASSIGNMENT (continued)

**D. Load Adjustments:**

1. **Large Class Size and Combined Lectures**

- a. Sections scheduled to accommodate large size classes shall be loaded as follows:
    - Minimum of sixty-five (65) (85 Instructional televised courses) students = 1.5 times normal load credit
    - Minimum of eighty-five (85) (110 Instructional televised courses) students = 2.0 times normal load credit
  - b. For any large size class, combined lectures, or online class, the maximum number of students shall not exceed 100 without mutual agreement between the faculty member and the educational administrator. If the class size exceeds 105 students, then 2.5 times normal load shall be paid. For each increment of 20 students over 105, the pay shall increase by 0.5 times normal load.
  - c. No more than double credit will be allowed, unless approved by the College President.
  - d. Only one oversized class will be allowed, unless approved by the College President.
  - e. Changes made in class size after scheduling is complete must be approved by the College President or designee.
  - f. When the lecture portion of two or more classes requiring both lecture and lab are combined into one lecture session, one-half (1/2) hour of additional lecture load will be given.
    - Either the large class size policy or the lecture combination policy will apply, whichever yields the greatest load credit.
  - g. For the purpose of load adjustment, the class size, as referenced in **Article 8.D.1**, shall be computed at the twenty percent (20%) date of the class, or in the case of a positive attendance class at the midpoint.
  - h. By mutual agreement between the educational administrator and faculty member, a reader or instructional assistant may be provided in-lieu of additional load credit.
2. One additional hour of load credit will be granted for the courses referenced below, provided readers are not used: English composition courses C-ID, 100, 105, and 110.

## Article 8 FACULTY ASSIGNMENT (continued)

3. Designated coordinators of self-paced classes in an open-entry/open-exit environment shall receive an assignment of twenty percent (20%) of load for coordination duties. These duties may be performed at a time and location that are mutually agreed upon between the faculty member and the academic administrator.

**E. Work Experience** coordination shall be loaded in accordance with the District Work Experience Plan.

**F. Maximum and minimum class sizes** will be determined by the College President or designee after consultation with faculty chairs.

Class size decisions at each campus shall be made in a fair and consistent manner based on pedagogical and enrollment management considerations.

**G. The College President and/or designee may schedule faculty weekday and/or evening assignments as part of a semester load.**

1. By written mutual agreement between the College President and/or designee and the faculty member, weekend assignments may be made. An assignment of twenty percent (20%) of load on Saturday shall be considered one work day.
2. No more than two (2) evenings or one evening and one weekend will be assigned unless requested by the faculty member or as necessary to complete a faculty member's load after exploring alternatives with the faculty member.
3. The time span for part-of-load from the beginning of instruction to the end of instruction shall be limited to eight (8) hours per day. If the College President determines it to be necessary to exceed the eight-hour (8-hour) time span, the College President shall meet with the faculty member to explain the reasons for the assignment and to explore alternatives.
4. No faculty member will perform duties at more than one college site on the same day without mutual agreement between the faculty and the administration, except when necessary to make a full load.

**H. Workload determination** shall be made by the College President and/or designee during the first two weeks of each semester.

**I. Maximum Semester Workloads**

1. 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. Exceptions on a semester-by-semester basis to the above maximum overload amount may be made by written mutual agreement between the faculty member and the College

Article 8 FACULTY ASSIGNMENT (continued)

President or designee if no adjunct faculty members are available to teach the additional classes that are offered.

- J. Courses remaining without instructors after full-time loads have been assigned shall be first made available to qualified full-time faculty members within their primary discipline on an overload basis.** Primary discipline is defined as the academic discipline or disciplines in which the faculty member was initially employed with the district. When full-time faculty schedules have been completed, the remaining unassigned classes shall be made available to part time faculty. After the class schedule is made available to students, classes may be reassigned to full-time faculty ONLY in cases where the class is needed to complete a full-time load. No classes will be reassigned from part-time to full-time faculty after the second week of a semester-length class, or the 13% date of a less-than-semester-length class.

Faculty members may request overload in disciplines outside their primary discipline(s) subject to administrative approval.

CCA has the right to negotiate the effects of a departmental/divisional reorganization on faculty assignment.

- K. The number of academic preparations** should not exceed three per semester except in the following situations:

- Upon instructor request
- To provide for a full teaching load after other alternatives have been exhausted

- L. In the event of overloads or underloads,** work assignment adjustments shall be made during the current or subsequent academic year unless the employee has elected to bank load according to **Article 13.A.** of this agreement. With mutual agreement between the College President and/or designee and the faculty member, assignment adjustments may be made in intersession or summer session. Load adjustments not completed within a two-year (2-year) period and not being banked shall be completed in the subsequent intersession or summer session. A faculty member shall not be required to take an overload assignment unless the supervising educational administrator determines that such assignment is necessary to remedy a prior underload assignment.

- M. A tenured employee when assigned from a faculty position to an administrative position,** or assigned any special or other type of work, or given special classification or designation, shall retain his/her status as a tenured faculty member.

**N. Days and Hours of Work Are:**

1. The basic faculty assignment in the Kern Community College District is a 43.75-hour contract week based on a 16-week academic semester and (175-day) academic year. In the case of alternative calendars, the contract week hours shall be adjusted based on the one thousand four hundred (1,400) hours per academic year. One hundred seventy-five (175) days shall be defined as that period between the first instructional day of the fall semester and the last instructional day of the fall semester **plus** the period between the first instructional day of the spring semester and the last instructional day of the spring semester.

Article 8 FACULTY ASSIGNMENT (continued)

Proposed full-time faculty assignments that vary from the definition of one hundred seventy-five (175) days as indicated above, must still equal one thousand four hundred (1,400) hours and must be mutually agreed to by the faculty member, the Association, and the College President or designee.

2. **Faculty with no reassigned time (including student learning support faculty)**

- a. Seventy-five percent (75%) of the faculty member's workweek hours shall be spent in a combination of student contact and preparation. The remaining twenty-five percent (25%) of workweek hours shall be spent in professional activities, [e.g., office hours, professional development, and meetings (departmental, campus, etc.)].
- b. The number of office hours scheduled for the convenience of students shall be proportional to instructional load. A maximum of five (5) office hours per week shall be scheduled and posted for instructional faculty or preparation time for student service faculty. These hours may be held in the faculty member's office, online, and/or at appropriate District locations. These hours shall reflect the range of delivery modes of the faculty assignment.
- c. The District shall require all full-time faculty Counselors and Librarians to serve a minimum of a 185-day contract year. The District agrees to report the 185-day contractual obligation to CalSTRS as base compensation as it is a requirement for receiving full 1.0 Full-Time Equivalent service credit for retirement purposes.
- d. If no summer school occurs, Librarians will serve a minimum of a 175-day contract. If this happens, the District agrees to report the 175-day contractual obligation to CalSTRS as base compensation as it is a requirement for receiving full 1.0 Full-Time Equivalent service credit for retirement purposes.
- e. The 185-day contract provision referenced in Section 2.c. and 2.d. shall be subject to negotiations during the course of the contract if either the District or CCA requests this pursuant to Article One, Section 2.d. Any recommendation coming from these meetings is subject to negotiations.

3. **Faculty with partial reassigned time**

Seventy-five percent (75%) of the faculty member's non-reassigned workweek hours shall be spent in a combination of student contact and preparation. The remaining twenty-five (25%) of the non-reassigned workweek hours shall be spent in professional activities, [e.g. office hours, professional development, and meetings (departmental, campus, etc.)]. Weekly office hours shall be calculated at teaching part of load times five (5) (rounded to the nearest quarter-hour) and shall be posted and scheduled for the convenience of students. These hours may be held in the faculty member's office, online, and/or at appropriate District locations. These hours shall reflect the range of delivery modes of the faculty assignment. The faculty member's reassigned time shall be spent in administrative/professional development/governance duties.

4. **Faculty with full reassigned time**

One hundred percent (100%) of the faculty member's workweek hours shall be spent in



## Article 8 FACULTY ASSIGNMENT (continued)

administrative/professional development/governance duties.

5. It is the intent of this section that instructors be available to participate in Department meetings and other committee work as their assignments permit.
6. The scheduling of extra days of service above the basic faculty assignment must be mutually agreed upon by the faculty member and the College President or designee.
7. Pre-approved compensatory time on an hour-for-hour basis shall be provided for assigned hours in excess of the approved campus workweek for non-teaching assignments. The compensatory hours should be taken within forty-five (45) calendar days, or as soon as possible.

**O. Optional Reduced Workload Program:** A bargaining unit member may have a reduction in workload from full-time to part-time contractual duties prior to retirement and receive the same service credit toward retirement as would have been received had the employee continued on a full-time basis. See District's portal, "Employee Forms" tab for the Optional Reduced Workload Agreement form.

1. The employee must have reached the age of fifty-five (55) years by the start of the semester in which work reduction begins.
2. The employee must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were in the Kern Community College District. (See Education Code Section 87483)
3. The option of reduced workload shall be initiated by a written request from the employee to the President of the College. Such request requires the approval of the College President, the Chancellor, and the Board of Trustees.
4. The employee is limited to a period of not more than ten (10) years in such part-time status. During this reduced workload period, the option may be revoked or altered only by the mutual consent of the employee and the District.
5. The employee shall be paid a part-time salary prorated on the basis of the full-time salary for the position in which he/she serves. The employee shall retain special benefits provided for by Board policy in the same manner as a full-time employee.
6. The minimum assignment shall be half-time. Half-time employment shall be the equivalent of one-half (1/2) the number of days of service required by the employee's contract of employment during his/her last full-time contract. Unpaid status, other than the contracted amount, during a given year may result in State Teachers' Retirement System (STRS) service credit loss.
7. The District and the employee shall each contribute to the State Teachers' Retirement System the amount that would have been contributed if the employee had continued on a full-time basis. The employee's right to have retirement benefits based on full-time

## Article 8 FACULTY ASSIGNMENT (continued)

employment is contingent on such contributions.

8. The assignment shall comply with the requirements for the percentage of part-time service requested by the applicant; however, in the event that the applicant's request cannot be accommodated because it creates unusual or difficult staffing problems, the application can be denied or an alternate assignment can be made and/or the employee may reapply for the program for subsequent years with a plan that fulfills District needs.
  9. All regular duties required of full-time employees in similar assignments shall be performed during the dates the employee is on duty. This includes attendance at District-called meetings, faculty meetings, departmental meetings, and other regularly scheduled College activities. The employee is eligible to serve voluntarily on any committee and retains other privileges of full-time employees.
  10. Duty hours of non-teaching employees shall be arranged in a manner which will most effectively carry out the assignment given the employee.
  11. An employee on a reduced contract will be expected to make all necessary classroom preparations and satisfy office and conference hours beyond the assigned teaching load.
  12. An employee electing to participate in the program is entitled to use the hours of sick leave accumulated while working full-time and shall accumulate, on a pro-rata basis, days of sick leave earned while in the reduced workload program.
  13. Employees on optional reduced workload program status are not eligible for sabbatical leaves.
- P. Assigned Curriculum Development:** Faculty assigned to develop curriculum shall be compensated by reassigned time, load banking, or overload pay, as determined by the faculty member. Compensation shall be one-half (0.5) lecture hour equivalent (LHE) per unit. (e.g., 3-unit class = 1.5 LHE)
1. Full-time faculty shall be given preference for any curriculum writing assignments.
  2. This assignment shall be on a voluntary basis.
  3. The District's "Curriculum Development Agreement" form (See District's portal, "Employee Forms" tab) must be completed and signed by both parties.
- Q. Inmate Education Program:** KCCD shall strive to become a leader for inmate education in the state through its commitment to faculty and students. As part of this commitment, no KCCD faculty member will be involuntarily assigned to teach or to provide non-instructional services in a prison or correctional facility. CCA and KCCD agree to work together to seek faculty volunteers internally first to teach or to provide non-instructional services for the Inmate Education Program before advertising externally for new faculty hires to teach or to provide non-instructional services for the Inmate Education Program. To encourage faculty to consider volunteering to teach or to provide non-instructional services

## Article 8 FACULTY ASSIGNMENT (continued)

for prison courses, the following process shall be followed:

1. **Internal recruitment and training of KCCD faculty for inmate education courses:**

KCCD and CCA will educate KCCD faculty internally about the Inmate Education Program. KCCD will recruit internally first for faculty volunteers to teach or to provide non-instructional services for the program. KCCD shall pay faculty for three types of training and/or orientation:

- a. **Initial prison tour/ orientation:** All KCCD faculty members who volunteer to teach or to provide non-instructional services in a prison or correctional facility shall agree to follow the rules, regulations, and conditions of the facility including a prison-mandated clearance check.
  - i. All KCCD faculty who undergo a prison-mandated clearance check and who tour a prison or correctional facility to learn about correctional safety issues, meet with the prison's school instructors and staff, and see where the courses will be held shall be paid \$120 minimum for up to four hours, and \$30 per hour for any additional hours, at the non-contract professional services rate, per Article 11, Appendix D.
  - ii. Faculty who tour a prison or correctional facility will receive mileage reimbursement equal to a distance between the primary College site and prison facility. District owned vehicles shall be scheduled for use, if available, as an alternative to mileage reimbursement.
  - iii. KCCD faculty members who complete a clearance check and tour the facility, but who later are not approved by the prison or correctional facility, will receive the mileage reimbursement and \$120 stipend for the prison tour.
- b. **District training:** All KCCD faculty who volunteer to teach or to provide non-instructional services in prison shall be paid a minimum of \$240 for up to eight hours at the non-contract professional services rate, per Article 11, Appendix D, for faculty to receive training on prison health and safety issues from a District-employed trainer prior to a faculty member starting any assignment at the prison or correctional facility. If the trainer is a faculty member, the trainer shall be paid \$240 minimum for up to eight hours to provide this training at the non-contract professional services rate, per Article 11, Appendix D.
- c. **Prison-mandated training:** Faculty shall be paid at the non-contract professional services rate, per Article 11, Appendix D, or \$30 per hour, for any additional training required by the prison.
  - i. Faculty who receive any additional prison-mandated training will receive mileage reimbursement equal to a distance between the primary College site and prison facility. District owned vehicles shall be scheduled for use, if available, as an alternative to mileage reimbursement.

Article 8 FACULTY ASSIGNMENT (continued)

2. **Inmate education course stipend and working conditions:** In addition to compensating faculty for part-of load or extra pay, KCCD shall provide an inmate education stipend of \$200 per unit for faculty to teach inmate education courses.
  - a. The per-unit inmate education stipend shall not be counted as part-of-load for adjunct instructors.
  - b. All KCCD faculty members who volunteer and are selected to teach or to provide non-instructional services in a prison or correctional facility will receive mileage reimbursement for traveling to and from their College site to the prison facility. District owned vehicles shall be used, if available, as an alternative to mileage reimbursement.
  - c. All KCCD faculty members shall teach in or provide non-instructional services in rooms designed for classroom instruction that the prison or correctional facility provides for its own adult school instructors.
  - d. All required safety and instructional materials for KCCD faculty shall be provided by the college.
  - e. All KCCD faculty who need to revise instructional materials to adapt a course for instruction within a prison or correctional facility shall complete the district's "Curriculum Development Agreement" form (see District's portal, "Employee Forms" tab) for approval for this compensation prior to revising any course materials. If approved, faculty will be compensated by reassigned time, load banking, or overload pay, as determined by the faculty member. Compensation shall be one-half (0.5) lecture hour equivalent (LHE) per unit; for example, a 3-unit class would equal 1.5 LHE, per Article 8, Section P.
  
3. **Ongoing support of KCCD faculty who volunteer to instruct or provide non-instructional services in prison or correctional facilities:** KCCD shall conduct ongoing assessment of the effectiveness of the Inmate Education Program through the following:
  - a. Listening to faculty feedback.
  - b. Following the faculty evaluation process per Article 6 and Article 7 to ensure that the rigor of the courses is comparable to other college courses despite limitations of technology or other operational issues.
  - c. Assessing support given to faculty, including support for counselors and librarians.
  - d. Training educational administrators and HR managers on inmate education issues and the challenges faculty may face.
  - e. Providing professional development for faculty with inmate education assignments.
  - f. Providing resources for faculty to communicate and share ideas.

Article 8 FACULTY ASSIGNMENT (continued)

- g. Providing an annual CCA/KCCD report on the Inmate Education Program.
4. **External recruitment of KCCD faculty for Inmate Education Program courses with an opt-out process:** If not enough KCCD faculty volunteers can be found internally, positions shall be advertised externally for new faculty hires to teach or to provide non-instructional services for inmate education courses with the provision faculty shall have the option to reconsider the assignment.
- a. Any time after four (4) semesters, a faculty member hired into the Inmate Education Program may opt out for one (1) semester by notifying their faculty chair, dean, and college human resources office. Notification must take place by the end of the first week of the spring semester to be effective for a fall semester; or by the end of the first week of the fall semester to be effective for a spring semester. The parties agree to negotiate an alternate assignment for that faculty member if necessary.
  - b. No retaliation shall occur against a faculty member who opts out of an inmate assignment (this includes faculty scheduling and evaluations).
  - c. The District shall advertise inmate education positions with transparency by stating the position requires teaching in a prison or correctional facility and including a prison orientation video as a part of the advertisement and recruitment process.
  - d. The District shall notify CCA when inmate education positions are advertised or posted online.
  - e. The District shall notify CCA when the District or college expands to an additional prison or correctional facility.
  - f. All KCCD faculty are covered by the terms and conditions of the collective bargaining agreement, including those who teach in the Inmate Education Program. The District and CCA agree that any reduction in force in the Inmate Education Program shall be negotiated per Article 10, Reduction in Force.

## ARTICLE NINE - STAFF SITE ASSIGNMENTS/TRANSFER

- A. Assignments** of faculty may be made to any of the Colleges, sites, centers, or divisions/departments of the District based on qualifications and position need.
1. The College President shall determine the assignments within College sites or centers under his/her control.
  2. When the President determines to assign an employee to a full or partial load at a site under the President's control which is more than forty (40) miles from the current worksite, the President or designee shall meet with the affected employee to explain the necessity of the reassignment, the anticipated duration, and to explore alternatives. Upon request, reasons for reassignment shall be in writing. No faculty member will perform duties at more than one college site in successive semesters without mutual agreement between the faculty member and the administration, except when necessary to make a full load or to satisfy student needs for program completion.
  3. When the Chancellor or designee, with the agreement of the College Presidents, determines to assign an employee to a load of fifty percent (50%) or less to campus sites or centers not within the control of that employee's current College President, the Chancellor or designee shall meet with the affected employee to explain the necessity of the assignment, the anticipated duration, and to explore alternatives. Upon request, reasons for reassignment shall be in writing.
- B. Transfer** means the movement of a bargaining unit member from one College service area to another College service area based on the needs of the District.
1. A tenured faculty member is eligible for a voluntary transfer if he/she submits a written Transfer Request to the District Human Resources Office. In order to be considered for the position prior to consideration of external applicants, a faculty member must submit a transfer request no later than fourteen (14) calendar days after the opportunity for transfer is announced by the District Human Resources Office. The Transfer Request is valid for one calendar year.
    - a. Faculty who meet the minimum qualifications for the position and who submit a transfer request in accordance with the timelines specified above shall be interviewed by the College President and the position screening committee prior to interviewing external applicants.
    - b. Faculty who submit a transfer request later than fourteen (14) calendar days after the opportunity for transfer is announced by the District Human Resources Office but prior to the application deadline and who meet the minimum qualifications for the position will be considered with the external applicants.
    - c. If the tenured faculty member is not selected to fill the position, external applicants will be considered. The tenured faculty member may apply again with the external pool for further consideration in accordance with **Article 9.B.1.b.**

Article 9 STAFF SITE ASSIGNMENTS/TRANSFER (continued)

- d. By mutual agreement, College Presidents may consider a non-tenured faculty member as long as a written transfer request is submitted within one week of the position announcement.

## ARTICLE TEN - REDUCTION IN FORCE

### A. Faculty Service Area and Competency Standards

1. All faculty will be assigned to the single Faculty Service Area for faculty positions as defined in Education Code Section 87001. Faculty includes all those employees of a community college district who are not designated as supervisory or management and for whom minimum qualifications for hire have been specified in the regulation of the Board of Governors. These include, but are not limited to, instructors, librarians, counselors, health service professionals, extended opportunity programs and service professionals and individuals employed to perform a service that before July 1, 1990 required non-supervisory and non-management certification qualifications.
2. Whenever the Board of Trustees determines that reduction in faculty is necessary, such reduction shall be in accordance with Section 87743, et. seq., of the Education Code including seniority definitions in Education Code Section 87413, et. seq.
3. No employee shall be terminated while a less senior employee is retained to render a service which the more senior employee shall be considered competent to render.
4. **Competency Standards are as follows:**
  - a. All faculty who meet minimum qualifications as adopted by the Board of Governors or equivalency requirements of the District will be considered competent in the discipline(s). Minimum qualifications by equivalency are to be in disciplines adopted by the Board of Governors and shall be applicable District-wide. (There will be no minimum qualifications by equivalency for courses or sub-disciplines.) See **Addenda One (1) (a-b)** for the current lists of disciplines.
  - b. All faculty who possess valid California Community College Credential(s) shall be deemed to meet minimum qualifications for all areas both authorized by the credential(s) and approved by the Board of Trustees including majors and minors.
  - c. By February 15, faculty must apply and present evidence to the District for addition of new disciplines for which the faculty member meets the minimum qualifications/competency standards.

### B. Effects of Layoff

1. It is the intention of the parties to this Agreement that all provisions of law with respect to seniority and reduction in force shall apply under this contract.
2. The District agrees that at least sixty (60) days prior to a proposed layoff of any faculty member it will notify the Exclusive Representative in writing of the proposed layoff, and, if requested in writing by the Exclusive Representative, enter into negotiations regarding the effects on Bargaining Unit Members.
3. If requested in writing by the Association within ten (10) working days, the District will enter into negotiations regarding the effects on bargaining unit members. Such negotiations are not to be considered as one (1) of the contract reopeners in the current contract.



Article 10 REDUCTION IN FORCE (continued)

4. In addition to all rights given to terminated faculty members under the Education Code, faculty members on faculty reduction leave shall be given priority as substitute teachers and for new part-time positions for which they are qualified. They also shall be continued in the medical and dental insurance group for a period of eighteen (18) months upon advance payment of the monthly premium each month by the faculty member.
5. The District shall notify all faculty members on lay-off status of any vacant positions within the District. No new faculty appointments shall be made while there are faculty members on layoff status who are qualified for the position and who are available for reinstatement.
6. Faculty on the thirty-nine-month (39-month) re-employment list being re-employed at less than their pre-layoff load shall be paid prorated based on the normal progression on the faculty salary schedule.

The District contribution for benefits will be prorated based on the annual contract load. The faculty may elect to pay the difference in order to receive full benefits or the member may elect not to receive fringe benefits.

## **Article 10 Appendix Table of Contents**

[Memorandum of Understanding](#) .....73

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by the KERN COMMUNITY COLLEGE DISTRICT ("District") and KERN COMMUNITY COLLEGE COMMUNITY COLLEGE ASSOCIATION/NEA ("Association"). The parties have entered into this MOU to reflect the agreements that have arisen out of the District's obligation to negotiate the effects of its decision to issue layoff and displacement notices to certain bargaining unit employees.

Now, therefore, the District's and the Association's representatives agree as follows:

1. The layoffs and related displacements shall be implemented pursuant to the relevant provisions of Education Code, Government Code, the 2002-2005 Faculty Collective Bargaining Agreement ("Agreement"), and the terms agreed to herein.
2. Any employee whose services have been terminated as a result of the reduction in force shall have the preferred right to reappointment for the period of 39 months from the date of the termination.
3. If during the life of this MOU there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this MOU, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this MOU shall not invalidate any remaining portions, which shall continue in full force and effect.
4. NOTIFICATION AND INFORMATION SHARING
  - a. The parties agree that all notices related to the faculty layoff shall be served in a timely and appropriate manner as required by the Education Code. The District shall provide to the Association a list of faculty who receive notice of layoff, displacement, or reduction of service. (See Exhibits 1 and 1-A) The District will provide copies of Exhibits 1 and 1-A to be attached.
  - b. The District shall provide a bi-monthly report to the Association regarding the then-current status of each employee named on exhibits 1 and 1-A. The District further agrees that it shall provide the Association a quarterly report regarding the FTES projections, FTFO, and 50% law compliance, commencing October 1, 2003.

Article 10 - Appendix (continued)

- c. The District shall notify simultaneously the Association and faculty members who are on the 39-month re-employment list of vacant assignments or positions within appropriate discipline(s). Faculty shall be noticed by first class and registered mail to the employee's last recorded address.
  - d. The District shall provide the Association access to data about assignments or employment beyond regular full-time employee work.
  - e. The District shall report student waiting list totals at each census date to the Board of Trustees while faculty remain on the 39-month re-employment list.
  - f. The District Student Services Committee will develop a system by the end of Fall 2003 to quantify the time wait for a student to obtain counseling services at all three campuses. Once available, this data will be reported monthly to the Board of Trustees.
5. RE-EMPLOYMENT PROCESS AND PROCEDURES. For the purpose of Section 5, minimum qualifications must be held by the faculty and recognized by the district at the time of lay-off, according to Article 9A4c of the agreement.
- a. The District shall adhere to the Education Code regarding re-employment rights of all faculty members who have been placed on the 39-month re-employment list. Re-employment rights shall be based upon the seniority and the minimum qualifications held by the faculty member.
  - b. Each faculty member who is on the 39-month re-employment list shall be offered an available assignment in any discipline(s) for which he or she meets minimum qualifications up to the faculty member's pre-layoff assigned load. If a full-time faculty load in a discipline is available at one college, it shall be offered to the most senior affected employee meeting the minimum qualification on the 39-month list.
  - c. The right to reappointment may be waived by the employee, without prejudice, for not more than one college year, unless the board extends this right, but such a waiver shall not deprive the employee of his or her right to subsequent offers of reappointment.
  - d. A faculty member who is re-employed at his or her pre-layoff assigned load shall be compensated on the same basis as prior to the layoff or by the terms of the Agreement, whichever is the greater.

Article 10 - Appendix (continued)

6. REASSIGNMENT

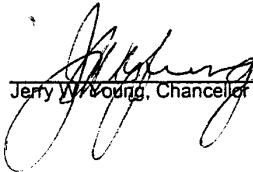
A faculty member who has been reassigned as a result of a RIF within the District is eligible for a long-term professional leave of absence without compensation for a period of up to one (1) year. Employees granted this leave shall follow the normal progression on the salary schedule as if they were on active teaching duty. The period of such absence, however, shall not be included when computing total years of service to the District.

7. The reopener discussions as listed in Article 1D of the Agreement will be amended to include sections of Article 9B of the Agreement dealing with rate of pay for faculty on the 39-month re-employment list being re-employed at less than their pre-layoff load.

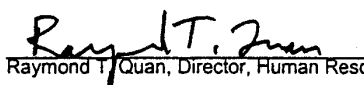
RECOMMENDATION FOR RATIFICATION

For the District:

For the Exclusive Representative:

  
Jerry Young, Chancellor  
Date 6/17/03

  
Patrick Fulks, Chief Negotiator  
KCCD CCA/NEA  
Date 6/17/03

  
Raymond T. Quan, Director, Human Resources  
Date 6-17-03

  
Katherine R. Pluta, President  
Date 6/17/03

## ARTICLE ELEVEN - COMPENSATION AND BENEFITS

### A. Faculty Compensation

1. The ongoing goal of the Kern Community College District (KCCD) and the Association is to provide a salary that is competitive with the agreed upon college comparable districts (see section 2 below).
2. Salary Schedule Increases
  - a) The full-time faculty schedule will be increased by the across-the-board percentage increase given by the ten (10) comparable districts for the applicable fiscal year as described below:
    1. Comparable Districts: Antelope Valley, Riverside, San Bernardino, San Joaquin Delta, Santa Clarita, College of the Sequoias, State Center, West Hills, West Kern, and Yosemite.
    2. For purposes of this agreement “across-the-board percentage increase” shall be determined by the following process on April 15 of each applicable year (adjustment to be applied on July 1 of the next fiscal year):
      - a) Step 1: All comparable districts highest non-doctorate salary will be obtained from All Faculty Association Website through Santa Rosa Junior College ([http://www.santarosa.edu/afa/statewide\\_study.shtml](http://www.santarosa.edu/afa/statewide_study.shtml)) for the current fiscal year.
      - b) Step 2: All ten (10) districts then will be ranked from one to ten with one being the highest maximum non-doctorate salary and ten being the lowest maximum non doctorate salary.
      - c) Step 3: If KCCD’s highest non-doctorate salary is greater than or equal to the fourth ranked salary of the comparable districts, no changes to the faculty salary structure will be made. If KCCD’s highest non doctorate salary is less than the fourth ranked salary of the comparable districts, then any positive increase will result in an across the board percent increase and will be applied to all cells on the faculty salary schedule using the following formula below:

**Formula:**

$$\% \text{ change} = \left( \frac{\text{Fourth Ranked Salary} - \text{KCCD Salary}}{\text{KCCD Salary}} \right) \times 100$$

= -----

Article 11 COMPENSATION AND BENEFITS (continued)

Rank	District	Salary
1	Santa Clarita	\$125,112
2	West Hills	\$123,338
3	Sequoias	\$120,518
4	Riverside	\$115,192
5	San Joaquin Delta	\$114,482
6	West Kern	\$113,597
7	State Center	\$112,043
8	San Bernardino	\$107,081
9	Antelope Valley	\$106,043
10	Yosemite	\$103,694
	<b>KCCD</b>	<b>\$112,933</b>

$$\% \text{ change} = \left( \frac{115,192 - 112,933}{112,933} \right) \times 100 = 2\%$$

3. The Basic Faculty Salary shall be that which is adopted by the Board of Trustees. Faculty whose contracted salary appears on the Basic Faculty Salary Schedule shall carry academic rank according to their positions on the current schedule. The Board of Trustees retains the right to adjust annual salaries of individual staff members. See **Article Eleven, Appendixes A & B** (175 and 185 day schedules) at the end of this Article for the Basic Faculty Salary Schedule.
4. Faculty serving on a ten-month (10-month) college calendar may opt to have their annual salary paid in either ten (10) or twelve (12) monthly installments. They shall receive their first payment the last working day in August and their last payment on the last working day in each consecutive month in the option.
5. All those contracts in excess of ten (10) months shall have their salary paid in twelve (12) monthly installments and shall receive their first payment the last working day in August and their last payment on the last working day of July.
6. Overload and other non-contract services shall be paid in four (4) equal monthly payments. For full-time faculty, these payments will start the last day of September for the Fall term, and the last day of February for the Spring term. For adjunct faculty, payments will begin the 15<sup>th</sup> day of September for the Fall term and the 15<sup>th</sup> day of February for the Spring term.
7. In the event of an error in compensation, a correction warrant will be issued no later than five (5) working days from notifying the District of the error.
8. Full-time employees shall be compensated according to the assigned number of contract days of service (175, 185, 195, 205, 215). Typical faculty contracts are one hundred seventy-five (175) days. Employees whose days of service are different from one hundred seventy-five (175) will be compensated at the per diem rate. The per diem rate is the one-hundred seventy-five-day (175-day) annual salary divided by one hundred seventy-five

Article 11 COMPENSATION AND BENEFITS (continued)

(175). For assignments other than faculty chairs, the number of days in excess of one hundred, seventy-five (175) on the faculty contract may be changed at the discretion of the College President for the subsequent year. [For one (1) semester assignment, see Education Code Section 87815.]

**B. Faculty Contracts**

1. The Chancellor, as Secretary to the Board of Trustees, signs and issues contracts to those staff members elected by the Board. See **District portal, “Employee Forms” tab** for the **Contract Adjustments for Faculty** form and **Article Eleven, Appendix C** for the procedure for amendments to faculty contracts.
2. Contracts for new faculty members must be signed and returned within a reasonable time.
3. Employment contracts for contract employees must be returned forty-five (45) days after the date of issue (Education Code Section 87410). Contracts for regular employees must be returned forty-five (45) days after they are issued (Education Code Section 87411).

**C. Class Placement on the Basic Faculty Salary Schedule Follows:**

Class I	a) Bachelor's Degree, and/or b) Appropriate full-time credential (Life)
Class II	a) Master's Degree, or b) Bachelor's Degree plus forty-five approved semester units, or c) Appropriate full-time credential (Life) plus forty-five approved semester units d) For Vocational Teachers**** (1) Bachelor's Degree plus two years experience in the teaching field (2) Associate Degree plus six years experience in the teaching field
Class III	a) Master's Degree with sixty approved semester units beyond the Bachelor's Degree, or b) Bachelor's Degree plus seventy-five approved semester units, or c) Appropriate full-time credential (Life) plus seventy-five approved semester units d) For Vocational Teachers****, completion of thirty approved semester units after hire and placement on Class II
Class IV	a) Master's Degree plus forty-four approved semester units, or b) Master's Degree with ninety approved semester units beyond the Bachelor's Degree (Effective July 1, 1999) c) Appropriate full-time credential (Life) plus ninety approved semester units including a Master's Degree d) For Vocational Teachers****, completion of sixty approved semester units after hire and placement on Class II including a Master's Degree
Class V	a) Earned Doctorate, earned LLB or JD.



## Article 11 COMPENSATION AND BENEFITS (continued)

\*\*\*\*As designated by the Board of Governors of the California Community Colleges, those disciplines in which the Master's Degree is not generally expected or available.

1. Initial class placement shall be subject to **Articles 11.F.5 through 11.F.7.**

### **D. Initial Placement for all new faculty hires shall be Step 1.**

### **E. Administrative Retreat Rights--Salary**

Upon entering the District, educational administrators shall meet the minimum qualifications for one (1) or more existing disciplines within the District. As with new faculty members, placement on the salary schedule will be determined in accordance with **Article 11.C and 11.D.**

Each subsequent year of administrative service in the District will count towards step progression on the faculty salary schedule for placement on the faculty salary schedule upon retreat to faculty status.

**F. Pre-Approval and Approval Criteria for Salary Progression:** Faculty shall discuss courses/activities with the appropriate educational administrator and must submit a pre-approval for coursework for salary progression on the District form entitled “**Request for Pre-approval of Credit for Salary Advancement**” found on the District’s portal under “Employee Forms” tab. Submitted forms are reviewed by the appropriate educational administrator and college president or designee for approval. Completed coursework, seminars, and workshops for salary progression should be submitted on the District form titled “**Request for Approval of Credit for Salary Advancement**” found on the District’s portal under “Employee Forms” tab accompanied by the appropriate documentation. Credits for salary advancement shall meet the following criteria:

1. Non-repeat graduate or upper division courses related to a staff member’s professional assignment are acceptable.
2. Graduate and upper division courses taken to fulfill credential or additional degree requirements are acceptable.
3. Seminars, workshops, or clinics relating to professional assignment granting a certificate of completion are acceptable. A maximum of eight (8) semester units during the College year are accepted with unit value equated as follows:
  - Twenty (20) accumulated workshop hours equals one (1) unit.
  - Forty (40) accumulated workshop hours equals two (2) units.
4. A lower division course related to professional assignment will be approved with substantial justification that it is of greater value to the staff member and to the College than an upper division or graduate course. Such credit will be limited to six (6) semester units of lower division work in a calendar year, September to September. The unit limit may be waived by the College President or designee.

Article 11 COMPENSATION AND BENEFITS (continued)

5. Approved courses must be taken at colleges and universities accredited by a regional accrediting agency as recognized by the U.S. Department of Education, or through the equivalent, as determined by a formal credential evaluation agency.
6. A grade of credit in the credit/non-credit mode or a grade of “C” or better in baccalaureate level courses must be attained.
7. A grade of “B” or better or Pass (P) must be attained in graduate level courses.
8. A maximum of twelve (12) semester or eighteen (18) quarter units will be granted for work taken during the regular College year. Units earned in addition to the maximum may not be stored and retroactively applied to salary progression. The unit limit may be waived by the College President or designee. All course work approved as part of a sabbatical leave will count toward salary progression.
9. All approved course work, taken during the summer or during a leave of absence may be applied toward salary progression. The lower division limit applies in summer and for leaves of absence.
10. Documentation of completed courses must be attached to the “**Request for Approval of Credit for Salary Advancement**” form located on the District’s portal under the “Employee Forms” tab and filed in the District Office by November 1. No contract changes to a new salary class will be made for the current year after the last Board meeting in November. Applicable course work must be completed prior to the start of the fall semester unless prior approval is obtained from the Chancellor or designee.
11. Employment in one's vocational or professional field during the summer, by special arrangements during the College year, during a leave of absence, or during a sabbatical shall count toward salary advancement with each forty (40) hours of work being equated to one (1) semester unit. No more than six (6) semester units may be accumulated in summer session and a maximum of eighteen (18) semester units may be accumulated in this manner to move from one (1) class to the next (II to III to IV).

In the proposal for participation, the faculty member must submit a statement of specific objectives that are to be accomplished during the work experience which will enhance competence in the faculty member's assignment. To receive credit for the experience, the faculty member must submit a report to the supervising dean at the conclusion of the work describing the work experience and the relation to objectives specified in the application.

12. In those areas where a license is required or is commonly recognized by the industry or profession as a standard of competency, College units for salary advancement may be awarded. A District Committee will evaluate the level of difficulty and the time required to prepare for achieving that license and determine the number of units to be awarded. Units may also be awarded when periodic renewal or retesting is required and/or when required by changes in technology or in the law.

Article 11 COMPENSATION AND BENEFITS (continued)

13. A faculty member who serves as a mentor to one (1) Kern Community College District student from an underrepresented group for two (2) years and fulfills all the mentoring requirements shall be given three (3) units of credit for salary advancement purposes or five hundred dollars (\$500). Provisions of mentoring shall be approved by the College President/designee and submitted to the District Personnel Office for recording. After mentoring is completed, the mentor whose mentee becomes a faculty member in the Kern Community College District shall receive a one thousand dollars (\$1,000) bonus. See **Addendum 2** for guidelines.
- G. **Eligibility for Step Advancement:** In order to be eligible for step advancement, the staff member must work one-half (1/2) of the scheduled school year, with a contract of eighty percent (80%) or more.
- H. **Adjunct Faculty Compensation**
1. Adjunct faculty hourly shall be compensated on a lecture hour equivalent basis in accordance to **Article Eleven - Appendix D**.
  2. **To attract and retain excellent adjunct faculty, the District and CCA agree to negotiate a structured salary scale for adjunct instructors as a priority in the next collective bargaining agreement. The District and CCA also agree to explore possible options for offering affordable health benefits to part-time instructors.**
  3. Course orientation materials shall include information about how students may contact adjuncts. Student contact can be met through a variety of ways.
- I. **Full-Time Faculty Overload Compensation**  
Faculty teaching overload shall be paid as cited in **Article Eleven, Appendix D**.
- J. **Hourly Substitute Pay**
1. Substitutes, whether regular or contract, shall be paid an hourly rate as cited in **Article Eleven, Appendix D** at the end of this Article.
  2. When a substitute (not for part of load), whether regular or contract, takes full responsibility for a class for more than two (2) consecutive weeks, the Basic Faculty Salary Schedule for Overload, and Other Non-Contract services shall be applied retroactively, upon recommendation of the College President and the Chancellor with approval by the Board of Trustees.

Article 11 COMPENSATION AND BENEFITS (continued)

3. When a regular or contract staff member substitutes in intersessions/summer for more than one (1) full week, the Basic Faculty Salary Schedule for Overload, and Other Non-Contract Services shall be applied retroactively upon recommendation of the College President and Chancellor with approval by the Board of Trustees.

**K. Compensation for Special Services** is recommended by the College President and Chancellor, and is approved by the Board of Trustees. See **Addendum Three** for the reimbursement guidelines on mileage payments to faculty.

1. Remuneration for specified positions beyond the normal instructor load will be computed from the Extra Services Pay Schedule. See **Article Eleven, Appendix E** at the end of this Article for the extra services pay schedule for regular and contract staff.
2. Remuneration for Faculty Chairs **Article Five F**.
3. Payment for professional services such as evening or hourly counseling, field trips, test administration, curriculum development, and coordinating evening lecture series and proctoring shall be paid as cited in **Article Eleven, Appendix D** at the end of this Article.
4. Field trips are paid according to **Article Eleven, Appendix D**. For a staff member to receive a maximum of four (4) hours per day compensation for field trips, the field trip must be an integral part of the course and not an in lieu assignment for regular class meetings. Exceptions to the four-hour (4-hour) limitation may be made in accordance with the policy developed at the specific College.
5. When a contract or regular faculty member is assigned to teach a regular class as part of load at any other campus, center, or other teaching site more than fifteen (15) miles from his or her regular teaching location, that employee shall be compensated at a rate cited in **Article Eleven, Appendix D** at the end of this Article. Teaching as used in this section refers to direct instruction and excludes work experience and field trips.
6. **Special Assignment Compensation**--For special assignments in addition to regular responsibilities faculty members may receive compensation in addition to their regular salaries. Compensation for individual assignments will be determined through consultation between administration and the faculty members. Depending on the nature of the special assignment the compensation could be a one-time payment or be paid monthly for extended or long-term assignments.
  - a. Compensation for special assignments shall be given in a fair and consistent manner. Once the work or product has been clearly agreed upon the “**Special Assignment Compensation Agreement**” form on District’s portal under “Employee Forms” tab will be completed, copied in triplicate, and copies maintained by the faculty member, Vice President of Instruction at each College, Human Resources, and Associate Chancellor, Educational Services. Kinds of compensation and criteria for compensation will be articulated.
  - b. Compensation shall be included as a note on staff assignment sheets.

## Article 11 COMPENSATION AND BENEFITS (continued)

- c. All compensation shall be compiled in an annual report by the Associate Chancellor, Educational Services, or Chancellor's designee provided to negotiating teams for an annual committee review. This report is intended to include extra duty days, overload assignments and stipend projects or services.
  - d. This policy and the annual extra services compensation list will be evaluated for necessary modifications during Spring negotiations 2006. This information will be used to evaluate the special compensation process.
7. Faculty shall be remunerated for contract education classes as follows:
- Up to fifty percent (50%) of the total amount of fees collected as determined by the College President or designee.
  - On a contract basis as determined by the College President or designee.
- L. Breaks in Faculty Service**
1. If an instructor is re-employed, the placement on the Basic Faculty Salary Schedule shall be at the same position as when the resignation took place, regardless of how long of a break in service.
  2. Staff members returning to the District after serving in the military shall be placed on the salary schedule at the place they would have reached had they remained in the service of the District during the time spent on military duty. However, military service will not be included in computing six (6) consecutive years for sabbatical purpose or in computing total years of service to the District.
- M. Compensation Dependent Upon Categorical Funding**
1. For employees in positions funded categorically, the length of employment is contingent upon funding.
- N. Salary Deductions for Absence from Duty**
1. Deductions for unexcused absence shall amount to the employee's full salary for the time absent on a pro-rata basis. The number of service days as determined by the Board of Trustees shall establish the basis.
  2. Faculty shall have the substitute rate of pay deducted for absence for any other cause not specified in these regulations if such absence is approved, in advance, by the Chancellor or designee.
- O. The State Teachers' Retirement System (STRS) provides the retirement plan for members of the faculty service. Both the District and the employee contribute to the system as mandated by law.**
- P. Health and Welfare Benefits**
1. For eligible full-time employees and their eligible dependents, including domestic partners, the District will provide health and welfare benefits cited below. (See **Article Eleven, Appendix F** for the regulations for the domestic partner coverage.)

## Article 11 COMPENSATION AND BENEFITS (continued)

- a. Health plans administered by the Self-Insured Schools of California (SISC). Premiums will be based on the annual SISC recommendation of premiums.
  - b. Delta Dental Plans administered by SISC or United Healthcare Insurance.
  - c. Term life insurance plan of \$50,000 for the unit member only.
  - d. Long-term disability plan (LTD). A unit member will be eligible for a long-term disability plan after serving the District under contract for three (3) years.
  - e. Employee assistance program administered by SISC that includes counseling in a variety of areas including but not limited to grief and loss, addiction and recovery, elder and child care, tobacco cessation, and family health.
2. The following plans are available to the employee at his/her expense.
    - a. An Internal Revenue Code (IRC) Section 125 Flex Benefits Plan.
    - b. A vision service plan administered by SISC.
  3. There will be no change in carrier, plan design or benefits without notice to the Association and a reasonable opportunity to negotiate (if so requested).
  4. Contract and Regular Instructors' Eligibility for Benefits Shall be Determined as Follows: (see subsection 5 below for details regarding the District's maximum contribution to the full benefit package).
    - a. Unit members on continuous contract service prior to July 1, 1988, shall be eligible for the full benefit package.
    - b. Unit members whose contract service started with the District between July 1, 1988, and August 18, 1991, shall have the District's contribution to health and welfare benefits paid if they maintain an annual load in excess of sixty-seven percent (67%).
      - 1) Unit members who have an annual load at or below sixty-seven percent (67%) shall not have the contribution to health and welfare benefits paid. However, they may participate in a minimum essential coverage plan.
    - c. For unit members hired after August 18, 1991, whose annual load is less than one hundred percent (100%), the District contribution for benefits will be a proration of the annual contract load. The employee may elect to pay the difference in proration in order to receive full benefits or the member may elect not to receive the fringe benefits.

### 5. District Payment of Premiums

- a. **Effective October 1, 2017, the District's maximum medical contribution to a base medical plan in the SISC Kern pool shall be \$1,302/month.** Dental, LTD and basic

Article 11 COMPENSATION AND BENEFITS (continued)

life insurance premiums shall be paid by the District. Unit members who choose a plan that costs less than the monthly District medical contribution shall be paid the difference by the District on a monthly basis. (From the MOU)

b. Effective July 1, 2023 through June 30, 2026, the District's maximum contribution rate shall be increased by the higher of the percentage increase to the CPI-W (U.S. Cities average for the prior 12 months July to July) or percentage increase to the funded state COLA. The increases shall be applied based on the SISC plan years.

1) Pursuant to Article 2, Section A, the parties agree to begin negotiations no later than the beginning of October 2019.

6. No in-lieu payments or contributions to programs other than those which the District provides in this Article shall be made by the District for any employee who elects not to subscribe to the benefits provided by this Article.

7. Employees on District-approved unpaid leaves of absence shall have the option to continue District health and welfare coverage(s) for the period of the leaves upon reimbursement to the District for as long as the practice is allowed by the health and welfare benefit provider(s). Failure to make timely payment for two (2) successive months shall cause the right to continuous coverage to cease.

8. Eligible employees shall have their health and welfare benefits commence on the first day of the month following the first day of employment.

9. Employees who terminate prior to the close of the College year shall be covered by the District's insurance programs to the end of the month in which the termination takes place.

10. KCCD agrees to increase the maximum lifetime health benefits cap to \$5,000,000 or such higher amount as the law may require.

11. Pre-existing condition limitation – Employees and/or dependents who enroll when first eligible will not have any limitations for pre-existing conditions.

**Q. Health and Dental Plans for Retirees (See Article Eleven, Appendix G at the end of this Article for the matrix on health and dental benefits for retirees.)**

1. Employees Who Retired Under STRS Between January 3, 1974, and June 30, 1983

a. Benefits to Age Sixty-five (65)

1) The District Will Provide Health and Dental Plans for the Employee and Eligible Dependent(s) Under the Following Condition:

The employee must have worked for the District for five (5) years immediately preceding retirement.

Article 11 COMPENSATION AND BENEFITS (continued)

- 2) The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

b. Benefits at Age Sixty-five (65) and Beyond

- 1) The District Will Provide a Health Plan for the Employee and Eligible Dependent(s) Under the Following Conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.
- At age sixty-five (65) all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A;
- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

- 2) The surviving eligible dependent(s) may continue the health plan at his/her expense.

2. Employees Who Retired Under STRS Between July 1, 1983, and June 30, 1988

a. Benefits to Age Sixty-five (65)

- 1) The District Will Provide Health and Dental Plans for the Employee and Eligible Dependent(s) Under the Following Conditions:

- The employee must have worked for the District five (5) years immediately preceding retirement.
- The District monthly contribution for the health and dental plans shall not exceed that for an active employee.

- 2) The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

b. Benefits at Age Sixty-five (65) and Beyond

- 1) The District Will Provide a Health Plan for the Employee and Eligible Dependent(s) Under the Following Conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.
- The District monthly contribution for the health plan shall not exceed that for an active employee.



Article 11 COMPENSATION AND BENEFITS (continued)

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
  - At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.
- 2) A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.
3. Employees of the District as of June 30, 1988, Who are Eligible to Retire But Will Retire at a Later Date
- a. Eligible to retire means the employee could have received a retirement benefit through STRS as of June 30, 1988, but did not choose to do so.
- b. Benefits to Age Sixty-five (65).
- 1) The District Will Provide Health and Dental Plans for the Employee and Eligible Dependent(s) Under the Following Conditions:
- The employee must have worked for the District five (5) years immediately preceding retirement.
  - The District monthly contribution for the health and dental plans shall not exceed that for an active employee.
- 2) The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.
- c. Benefits at Age Sixty-five (65) and Beyond
- 1) The District Will Provide a Health Plan for the Employee and Eligible Dependent(s) Under the Following Conditions:
- The employee must have worked for the District ten (10) years immediately preceding retirement.
  - The District monthly contribution for the health plan shall not exceed that for an active employee.
  - Employees who retire after July 1, 1998, must be eligible for Medicare Part A or purchase Medicare Part A as a condition of continuing with the District health plan.
  - At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.

Article 11 COMPENSATION AND BENEFITS (continued)

- At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.
  - Medicare must provide primary coverage.
- 2) A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.
4. Employees of the District as of June 30, 1988, who are not eligible to retire as of that date
- a. Benefits to Age Sixty-five (65)
- 1) The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:
- The employee must have worked for the District ten (10) years immediately preceding retirement.
  - The District monthly contribution for the health and dental plans shall not exceed that for an active employee.
- 2) The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.
- b. Benefits at Age Sixty-five (65) and Beyond
- 1) The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:
- The employee must have worked for the District fifteen (15) years immediately preceding retirement.
  - The District monthly contribution for the health plan shall not exceed that for an active employee.
  - Employees who retire after July 1, 1998, must be eligible for Medicare Part A or purchase Medicare Part A as a condition of continuing with the District health plan.
  - At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
  - At age sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.
  - Medicare must provide primary coverage.

Article 11 COMPENSATION AND BENEFITS (continued)

- 2) A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.
5. Employees of the District Hired on July 1, 1988, or Thereafter
- a. Benefits to Age Sixty-five (65)
    - 1) The District Will Provide Health and Dental Plans for the Employee, Spouse, and To the Extent Required by Law, Eligible Dependents, Under the Following Conditions:
      - The employee must have worked for the District fifteen (15) years immediately preceding retirement.
      - The District monthly contribution shall not exceed the amount paid by the District on the employee's behalf during the last full fiscal year of service.
      - Retirees who wish to maintain coverage shall pay on a monthly basis the difference between the amount of the District contribution and the actual costs of the benefits.
    - 2) A surviving spouse, and to the extent required by law, an eligible dependent, of a retiree may continue the health and dental plans at his/her expense.
  - b. Benefits at Age Sixty-five and Beyond
    - 1) An Employee May Continue the Health Plan at His/Her Expense Under the Following Conditions:
      - At age sixty-five (65), all retirees [and their spouses, if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
      - At age sixty-five (65), all retirees [and their spouses, if dependent coverage is taken] must apply for and purchase Medicare Part B.
      - Medicare must provide primary coverage.
6. Eligibility for benefits following retirement and unpaid leave of absence immediately preceding retirement specified in **Articles 11.Q.3.b(1), 11.Q.3.c(1), 11.Q.4.a(1), 11.Q.4.b(1), and 11.Q.5.a(1)** shall be administered as follows:
- a. The years listed under these sections must be paid status, but not necessarily continuous paid status.
  - b. If the unpaid leave which is applied for and approved is for the period immediately preceding retirement, the amount of leave allowed shall be limited to years of paid service with the District in the following fashion:

Article 11 COMPENSATION AND BENEFITS (continued)

- 5-9 years: six (6) months
  - 10-14 years: one (1) year
  - 15-19 years: one (1) year and six (6) months
  - 20 or more years: two (2) years
- c. Paid leave counts as regular paid service.
7. Health Coverage at the Employee's (or Spouse's) Expense
- a. The ability to continue and/or acquire any coverage under this section is conditioned upon the health and welfare benefit provider's allowance of the practice, current legislative provisions and Medicare policies.
  - b. When an employee, spouse or other eligible dependent is required to contribute to the health and/or dental plans, failure to make timely payments for two (2) consecutive months shall cause the right to continue coverage under this provision to cease.
8. The Health and Dental Plans for Retirees Shall be the Same as That for Active Employees for Those Retiring After June 30, 1983.
9. Faculty members retiring under PERS will have the same benefits as if they had retired under STRS.
10. **The SISC Pool (See Addendum 9, MOU Article 11, Health Benefits Aug. 15, 2016.)**
- a. **The base plan for retirees over 65 shall be Plan 90-G. (MOU 5)**
  - b. It is the retiree's responsibility to select a plan other than the 90G base plan. Failure to select a plan shall result in a default selection of the 90G base plan. (MOU 6 & 7)
  - c. Faculty members who retired before July 1, 1983 shall continue to receive fully paid health benefits from the District. These retirees shall continue on the 100-A Plan. (MOU 8)
  - d. Retired faculty members over 65 shall be offered 3-tiered plan options if they continue district health benefits. Retired faculty under 65 shall remain on the same composite rate plans as active faculty. (MOU 13)
  - e. Retired faculty shall have the choice to opt out of the district health plan. If they choose to do this, they may re-enroll during the next open enrollment period. (MOU 14)
  - f. Retired faculty who fail to make payments for premium differences between the District's contribution referenced in Article 11, Section P. 5. and his/her SISC plan election can be dropped from the health care plan after 60 days of nonpayment. District Human Resources officials may decide not to drop a retiree if extenuating circumstances occur; HR officials will review this on a case-by-case basis. (MOU 16)

Article 11 COMPENSATION AND BENEFITS (continued)

**R. Retirement and Early Notice Compensation:**

1. Early notification of retirement enhances the colleges' ability to plan. Therefore, an employee who submits to the College President by October 1 a letter of resignation for purposes of retirement to be effective at the end of the following spring or fall term shall be compensated two thousand dollars (\$2,000.00) at the time of retirement.
2. Those employees providing early notice of retirement effective for the end of the fall semester must also submit, between July 1 and August 31 of the year they will retire, a second letter confirming their intent to do so, in order to receive the compensation.

## **Article Eleven Appendix Table of Contents**

<a href="#"><u>Appendix A, KCCD Basic Faculty Salary Schedule effective July 1, 2023</u></a> .....	93
<a href="#"><u>Appendix B, KCCD Basic 175-Day and 185-Day Faculty Salary Schedule effective July 1, 2023</u></a> .....	94
<a href="#"><u>Appendix C, Amendments to Faculty Contracts</u></a> .....	95
<a href="#"><u>Appendix D, Summer School Session, Overload, and Other</u></a> .....	96
<a href="#"><u>Appendix E, Extra Pay Schedule, effective July 2008</u></a> .....	98
<a href="#"><u>Appendix F, Regulations for Domestic Partner Coverage</u></a> .....	99
<a href="#"><u>Appendix G, Health &amp; Dental Plans for Retirees</u></a> .....	102

**KERN COMMUNITY COLLEGE DISTRICT  
BASIC FACULTY SALARY SCHEDULE  
Effective July 1, 2014**

STEP REQUIREMENTS

**Initial Placement for all new faculty hires shall be Step 1.**

In order to be eligible for step advancement, the staff member must work one-half (1/2) of the scheduled school year, with a contract of eighty percent (80%) or more.

CLASS REQUIREMENTS

- Class I Bachelor's Degree, and/or appropriate full-time credential
  
- Class II Master's Degree, or Bachelor's Degree plus forty-five (45) approved semester units,\* or Appropriate full-time credential (LIFE) plus forty-five (45) approved semester units,\* or For Vocational Teachers\*\*\*, (a) Bachelor's Degree plus two (2) years of experience in the teaching field; or (b) Associate Degree plus six (6) years of experience in the teaching field
  
- Class III Master's Degree with Sixty (60) approved semester units\* beyond the Bachelor's Degree, or Bachelor's Degree plus seventy-five (75) approved semester units,\* or Appropriate full-time credential (LIFE) plus seventy-five (75) approved semester units,\* or For Vocational Teachers\*\*\*, completion of thirty (30) approved semester units after hire and placement on Class II
  
- Class IV Master's Degree plus forty-four (44) approved semester units, or Master's Degree with ninety (90) approved semester units beyond the Bachelor's Degree (Effective July 1, 1999) Appropriate full-time credential (LIFE) plus ninety (90) approved semester units including a Master's Degree For Vocational Teachers\*\*\*, completion of sixty (60) approved semester units after hire and placement on Class II including a Master's Degree
  
- Class V Earned Doctorate, earned LLB or JD

\*Only those collegiate semester units may be counted which were taken subsequent to the awarding of the Bachelor's Degree or the Life Credential. All course work for salary progression requires prior administrative approval.

\*\*Only those collegiate semester units may be counted which were taken subsequent to the awarding of the Master's Degree. All course work for salary progression requires prior administrative approval.

\*\*\*As designated by the Board of Governor's of the California Community Colleges, those disciplines in which the Master's Degree is not generally expected or available

**Kern Community College District**  
 Basic Faculty Salary Schedule  
 Effective July 1, 2023  
 6.56% increase  
 175 Days

Step	Class 1	Class 2	Class 3	Class 4	Class 5
1	\$ 80,028.45	\$ 85,716.71	\$ 91,717.23	\$ 98,138.51	\$ 105,006.82
2	\$ 82,029.16	\$ 87,859.62	\$ 94,010.17	\$ 100,591.97	\$ 107,631.99
3	\$ 84,079.89	\$ 90,056.11	\$ 96,360.42	\$ 103,106.78	\$ 110,322.79
4	\$ 86,181.88	\$ 92,307.51	\$ 98,769.43	\$ 105,684.44	\$ 113,080.87
5	\$ 88,336.44	\$ 94,615.20	\$ 101,238.66	\$ 108,326.55	\$ 115,907.88
6	\$ 90,544.85	\$ 96,980.58	\$ 103,769.63	\$ 111,034.72	\$ 118,805.58
7	\$ 92,808.48	\$ 99,405.10	\$ 106,363.87	\$ 113,810.59	\$ 121,775.72
8	\$ 95,128.70	\$ 101,890.23	\$ 109,022.96	\$ 116,655.86	\$ 124,820.11
9	\$ 97,506.92	\$ 104,437.48	\$ 111,748.54	\$ 119,572.26	\$ 127,940.61
10	\$ 99,944.59	\$ 107,048.42	\$ 114,542.25	\$ 122,561.56	\$ 131,139.13
11	\$ 102,443.21	\$ 109,724.62	\$ 117,405.80	\$ 125,625.61	\$ 134,417.60
12	\$ 105,004.28	\$ 112,467.74	\$ 120,340.96	\$ 128,766.25	\$ 137,778.04
13	\$ 107,629.39	\$ 115,279.44	\$ 123,349.48	\$ 131,985.41	\$ 141,222.49
14	\$ 110,320.13	\$ 118,161.43	\$ 126,433.21	\$ 135,285.04	\$ 144,753.06
15	\$ 113,078.13	\$ 121,115.47	\$ 129,594.04	\$ 138,667.17	\$ 148,371.89

Assistant Professor  
 Associate Professor  
 Professor

**Kern Community College District**  
 Basic Faculty Salary Schedule  
 Effective July 1, 2023  
 6.56% increase

185 Days

Step	Class 1	Class 2	Class 3	Class 4	Class 5
1	\$ 84,601.50	\$ 90,614.81	\$ 96,958.21	\$ 103,746.42	\$ 111,007.21
2	\$ 86,716.54	\$ 92,880.17	\$ 99,382.18	\$ 106,340.08	\$ 113,782.39
3	\$ 88,884.46	\$ 95,202.17	\$ 101,866.73	\$ 108,998.60	\$ 116,626.95
4	\$ 91,106.56	\$ 97,582.22	\$ 104,413.40	\$ 111,723.55	\$ 119,542.63
5	\$ 93,384.24	\$ 100,021.78	\$ 107,023.73	\$ 114,516.64	\$ 122,531.19
6	\$ 95,718.84	\$ 102,522.33	\$ 109,699.32	\$ 117,379.56	\$ 125,594.47
7	\$ 98,111.82	\$ 105,085.39	\$ 112,441.81	\$ 120,314.05	\$ 128,734.33
8	\$ 100,564.63	\$ 107,712.53	\$ 115,252.84	\$ 123,321.91	\$ 131,952.69
9	\$ 103,078.74	\$ 110,405.34	\$ 118,134.17	\$ 126,404.96	\$ 135,251.50
10	\$ 105,655.71	\$ 113,165.47	\$ 121,087.52	\$ 129,565.08	\$ 138,632.79
11	\$ 108,297.11	\$ 115,994.60	\$ 124,114.70	\$ 132,804.22	\$ 142,098.61
12	\$ 111,004.52	\$ 118,894.47	\$ 127,217.59	\$ 136,124.32	\$ 145,651.07
13	\$ 113,779.64	\$ 121,866.84	\$ 130,398.02	\$ 139,527.43	\$ 149,292.35
14	\$ 116,624.14	\$ 124,913.51	\$ 133,657.96	\$ 143,015.61	\$ 153,024.66
15	\$ 119,539.74	\$ 128,036.35	\$ 136,999.41	\$ 146,591.01	\$ 156,850.28

Assistant Professor  
 Associate Professor  
 Professor



## Amendments to Faculty Contracts

### Employee Status Report Procedure

When a change in the originally-issued contract occurs as the result of a change in assignment (i.e., resignation, termination, increase or decrease in assignment, addition or deletion of extra service, name change), a **Request for Board Action, Contract Adjustment for Faculty** form is submitted by the College President's office to the Chancellor.

After the Chancellor approves the **Request for Board Action** for an amended contract, a Personnel Report is prepared. A revised contract or other appropriate report will be sent to the faculty member.

The staff member's District Personnel records are revised to reflect this action.

Approved by the Chancellor's Cabinet  
September 13, 1979

Revised November 19, 1998

**KERN COMMUNITY COLLEGE DISTRICT  
 BASIC FACULTY SALARY SCHEDULE  
 SUMMER SESSION, OVERLOAD, AND OTHER NON-  
 CONTRACT SERVICES**

The adjunct faculty rate shall be set at \$65/LHE for year 1 (2023-2024), \$66/LHE for year 2 (2024-2025), and \$67/LHE for year 3 (2025-2026).

The overload rate for full time faculty shall be set at \$63/LHE for year 1 (2023-2024), \$64/LHE for year 2 (2024-2025), and \$65/LHE for year 3 (2025-2026).  
 Course compensation shall be calculated using the following table:

ADJUNCT FACULTY RATE			
LHE on a Semester Basis	Course Compensation Academic Year 2023-2024 \$65.00	Course Compensation Academic Year 2024-2025 \$66.00	Course Compensation Academic Year 2025-2026 \$67.00
0.5	\$568.75	\$577.50	\$586.25
1	\$1,137.50	\$1,155.00	\$1,172.50
2	\$2,275.00	\$2,310.00	\$2,345.00
3	\$3,412.50	\$3,465.00	\$3,517.50
4	\$4,550.00	\$4,620.00	\$4,690.00
5	\$5,687.50	\$5,775.00	\$5,862.50
6	\$6,825.00	\$6,930.00	\$7,035.00

FACULTY OVERLOAD RATE			
LHE on a Semester Basis	Course Compensation Academic Year 2023-2024 \$63.00	Course Compensation Academic Year 2024-2025 \$64.00	Course Compensation Academic Year 2025-2026 \$65.00
0.5	\$551.25	\$560.00	\$568.75
1	\$1,102.50	\$1,120.00	\$1,137.50
2	\$2,205.00	\$2,240.00	\$2,275.00
3	\$3,307.50	\$3,360.00	\$3,412.50
4	\$4,410.00	\$4,480.00	\$4,550.00
5	\$5,512.50	\$5,600.00	\$5,687.50
6	\$6,615.00	\$6,720.00	\$6,825.00

\*Another way of calculating LHE rate is as follows:

15 base assignment:	1.000 x hourly rate*	includes CDCP assignments
18 base assignment:	0.833 x hourly rate	
20 base assignment:	0.750 x hourly rate	
25 base assignment:	0.6 x hourly rate	
30 base classes:	0.500 x hourly rate	
40 base assignment:	0.375 x hourly rate	

The foregoing provision does not apply to Counselors and Librarians who remain at \$60/hr. for adjunct and overload.

## Article 11 - Appendix D (continued)

### Other Non-Contract Services

- The substitute rate shall be thirty dollars (\$30) per hour.
- The proctoring rate shall be eighteen dollars (\$18) per hour
- Hours spent driving to teach a class which is part of load at any other campus, center, or other teaching site more than fifteen (15) miles from his or her regular teaching location, shall be paid at fifteen dollars and fifty cents (\$15.50) per hour driving time from the regular location to the assigned teaching site. . Vice Chancellor of Human Resources, or designee, shall adjust this rate each July 1<sup>st</sup> following California Minimum Wage Increase.
- The hourly rate for field trips, test administration, curriculum development, and coordinating evening lecture series or any other non-contract professional services not enumerated above shall be thirty dollars (\$30) per hour.

## Extra Pay Schedule for Faculty Effective July 2014

Assigned Position	Factor based upon Class I, Step 2 of the Basic Faculty Salary Schedule
<ul style="list-style-type: none"> <li>• Student Newspaper Advisor</li> <li>• Forensics Coach</li> <li>• Director of Athletics</li> <li>• Director of Women’s and co-educational athletics</li> </ul>	.0606
<ul style="list-style-type: none"> <li>• Director of Co-curricular activities with full responsibility (e.g. choral music, instrumental music, and plays)</li> </ul>	.0563
Assigned Position	Reassigned
Planetarium Director	.2 reassigned
Radiologic Technology Director	.4 reassigned + 11 days
Assigned Position	Compensation
Athletic Head Coaches with one (1) seasonal sport	195-day schedule (equivalent to 20 extra days)
Athletic Adjunct Head Coaches with (1) seasonal sport	20 extra days based on Class 1, Step 2 of the Basic Faculty Salary Schedule
Athletic Head Coaches with two (2) different season sports	215-Day Schedule (equivalent to 40 extra days)
Assistant Coaches	\$4,000 stipend
<b>Procedures</b> <ol style="list-style-type: none"> <li>(1) Proposed (new) extra services positions shall be submitted to the Chancellor and Exclusive Representative for agreement prior to requesting approval by the Board of Trustees.</li> <li>(2) Stipends will be authorized for assigned, not voluntary assumption, of responsibilities.</li> <li>(3) The listing of a position does not require that it be filled.</li> <li>(4) When a staff member does not fulfill the duties of the position as defined, the College President or designee may authorize a stipend based on a lower factor.</li> <li>(5) When any of the above positions are assigned to full-time faculty, stipends will be a part of the annual contract unless waived by the Chancellor or designee.</li> <li>(6) Stipends will not be authorized when the faculty member is receiving payment for the same services through another means.</li> <li>(7) In cases where two (2) or more faculty share the responsibilities, the stipend will be proportionally shared (e.g. sharing forensics coaching duties).</li> </ol>	

## **Regulations for Domestic Partner Coverage Under Health Plans**

In order to qualify for domestic partner coverage an active employee/faculty member must satisfy the following eligibility requirements:

- I. File with District Human Resources an Affidavit of Domestic Partnership signed by both partners and notarized. Note that the form imposes additional requirements.
  - A. The employee and his/her domestic partner agree to sign and file with District Human Resources a notarized affidavit form provided by the Kern Community College District (KCCD) as evidence of the domestic partnership.
  - B. If the employee resides in a jurisdiction which permits registration of domestic partners, the employee must also show proof of this registration in order to qualify his/her domestic partner for health benefits; otherwise, the partners must register with the State of California as a family and show proof of such registration.
- II. Application for domestic partner coverage must include all of the above plans in which the employee is presently enrolled; that is, the employee may not choose to enroll the domestic partner under only the dental but not medical and vision, etc.
- III. The employee and his/her domestic partner:
  - A. Must share the same regular and permanent residence for at least twelve (12) consecutive months immediately preceding the application for coverage with KCCD. Proof of residing together may include any one (1) of the following:
    1. Driver's license showing the same address; or
    2. Mortgage documents, deeds, or leases showing both names on the document
  - B. Are financially interdependent and have proven such interdependency by providing documentation of one of the following:
    1. Common ownership of a motor vehicle
    2. A joint bank account
    3. A joint credit card
    4. Joint wills
    5. Joint utility bills
    6. Durable power of attorney for health care
    7. Joint safety deposit box

Article 11 - Appendix F (continued)

- C. Are engaged in an exclusive, committed relationship for mutual support and benefit to the same extent as married persons are committed to one another and intend to stay together indefinitely
  - D. Are jointly responsible to each other for “basic living expense.” Which shall mean the cost of food, shelter, medical care, clothing, and any other expenses supporting daily living (the monetary contribution made by each person toward the expenses need not be in equal shares)
  - E. Are over eighteen (18) years of age
  - F. Are not currently married to other persons
  - G. Are not blood relatives any closer than would prohibit legal marriage in the state of residence
  - H. Are mentally competent to consent to contract
  - I. Have not signed a domestic partner affidavit or declaration with another person or persons within the last twelve (12) months prior to designating each other as domestic partners
- IV. A dependent child of a domestic partner is eligible for coverage only if the child meets one (1) of the following:
- A. The child becomes a legally adopted child of the employee
  - B. The employee retains legal guardianship of such child
  - C. The domestic partner is the natural or adoptive parent or legal guardian of the child and the employee shows proof that such child is not otherwise eligible for health benefits. (Health benefits means health insurance coverage under an employer-sponsored plan or other health insurance coverage partially or fully paid by a party other than the employee or domestic partner.)
- V. Application for coverage
- A. Employees who meet the twelve-month (12-month) requirement in III.A above and all other requirements herein on the original effective date of these Regulations will have thirty-one (31) calendar days to make application for domestic partner coverage. If application is not made within this time, the employee will have to wait for the next open enrollment period to apply for coverage.
  - B. Employees currently employed on the original effective date of these regulations who acquire a domestic partnership in the future which meets all other requirements of these regulations must wait until the relationship has continued for twelve (12) months before applying for coverage, and will have thirty-one (31) calendar days from that date to make

## Article 11 - Appendix F (continued)

the application. If application is not made within thirty-one (31) calendar days from the date that the relationship has lasted the twelve (12) months, then the employee must wait until the next open enrollment period to apply.

- C. New employees hired after the original effective date of these regulations who meet the twelve-month (12-month) definition and all other requirements on their date of eligibility [the date of hire, or the date the relationship has lasted for twelve (12) months, whichever is later] will have thirty-one (31) days from the date of eligibility to make application for domestic partner coverage. If application is not made within this time, the employee will have to wait for the next open enrollment period to apply for coverage.
- D. New employees who acquire a domestic partner after the original effective date of these regulations must comply with the provisions of Appendix G.V.B above.
- E. In all of the late enrollment situations described in A through D above, the employee will not be required to wait until the next open enrollment period if the employee can demonstrate that the late application is due to loss of coverage for the domestic partner in a different benefit plan.

### VI. Change in Domestic Partnership

- A. The employee must notify the District Human Resources in writing within thirty-one (31) calendar days of any change in the status of a domestic partner relationship.
- B. In the event the facts attested to in the Declaration of Domestic Partnership no longer hold true due to termination of the relationship, change of circumstances, death of the domestic partner, marriage to the domestic partner or any other cause, the employee must file a Declaration of Termination of Domestic Partnership with District Human Resources for adjustment in coverage.
- C. After a termination of an existing domestic partner's coverage, a subsequent affidavit of a new domestic partner cannot be filed until twelve (12) months after written notification of termination has been filed.

**Kern Community College District  
 Health and Dental Plans for Retirees**  
 (See Article 11.Q for details)

<b>Groups</b>	<b>Prior to Age 65 Health and Dental Plans</b>	<b>Age 65 and Beyond Health Plan Only</b>
<u>Group I</u>  Retired Between January 3, 1974 and June 30, 1983	<u>Five (5) years of service required</u>  If the employee retired between January 3, 1974 and June 30, 1983, the health and dental plans will be fully paid by the District.	<u>Ten (10) years of service required</u>  If the employee retired between January 3, 1974 and June 30, 1983, the health plan will be fully paid by the District.
<u>Group II</u>  Retired Between July 1, 1983 and June 30, 1988	<u>Five (5) years of service required</u>  If the employee retired between July 1, 1983 and June 30, 1988, the District will contribute toward the plans the same amounts as for active employees.	<u>Ten (10) years of service required</u>  If the employee retired between July 1, 1983 and June 30, 1988, the District will contribute toward the health plan the same amount as for active employees.
<u>Group III</u>  Employees Eligible for Retirement as of June 30, 1988, but who will retire at a later date	<u>Five (5) years of service required</u>  The District will contribute toward the plans the same amounts as for active employees.	<u>Ten (10) years of service required</u>  The District will contribute toward the health plan the same amount as for active employees.
<u>Group IV</u>  Employees not Eligible for Retirement as of June 30, 1988	<u>Ten (10) years of service required</u>  The District will contribute toward the plans the same amounts as for active employees.	<u>Fifteen (15) years of service required</u>  The District will contribute toward the health plan the same amount as for active employees.
<u>Group V</u>  Employees Hired on or After July 1, 1988	<u>Fifteen (15) years of service required</u>  The District's contribution for these plans will not exceed the amount paid on the employee's behalf during the last fiscal year of employment.	<u>No District-paid benefits</u>  The employee may elect health benefits at his/her expense if allowed by the provider.

Approved by the Board of Trustees--July 18, 1991



## ARTICLE TWELVE - ABSENCES AND LEAVES

**A. Records of employee absences** are to be maintained by the District Payroll Office.

**B. Leave of Absence/Sick Leave**

1. Sick leave shall be granted when an employee is kept from the performance of duties by illness, injury, or quarantine. See Academic Absence Report or Adjunct Faculty Report or Academic Extra-Pay Absence Report on the District's portal under "Employee Forms" tab.
2. Every full-time faculty member shall be entitled to ten (10) days' leave of absence for illness or injury or quarantine per year. Each day is defined as a contract day performed during the academic year. Unless a faculty member is scheduled to teach on a Saturday, a contract day is a day that occurs Monday through Friday within the academic year. Sick leave is earned at the rate of 8.75 hours, or 8 hours and 45 minutes, the number of hours for a contract day, under the 16-week academic semester. A day shall be granted for each additional twenty (20) days of assignment under contract or the major portion thereof.
  - a. Employees working less than full-time shall earn days proportional to their assignment.
  - b. Unit members will earn sick leave for teaching extra-pay, extended day, continuing education and summer session classes to be used only for those classes. Faculty teaching for extra pay (continuing education, extended day, summer session) shall earn and accrue sick leave to be used **only** for extra-pay classes. It shall be earned at the following rate: one hour of sick leave for each sixteen through eighteen (16-18) hours taught. Sick leave shall be credited upon the completion of a course, but may be used during the course taught.
  - c. Faculty unused sick leave shall be accumulated. The accumulated sick leave and/or the current year's sick leave shall become available annually on the first day of service in the college year.
  - d. It is the faculty member's professional responsibility to report absences accurately and promptly. Faculty members are required to complete and submit an Academic Absence Report within three contract days of returning to work. If a faculty member fails to submit an Academic Absence Report, the educational administrator shall submit the form and provide the faculty member with a copy of the form to ensure its accuracy.
  - e. If a faculty member misses an entire contract day, including professional responsibilities, a full day of sick leave, 8.75 hours or 8 hours and 45 minutes, shall be charged, regardless of the number of hours of the assignment and the nature of the assignment (see Section f. below). If a faculty member misses an entire contract week, a contract week, 43.75 hours, shall be charged, regardless of the number of hours of the assignment and the nature of the assignment.
  - f. If a faculty member misses part of the day's assignment including professional responsibilities, sick leave shall be charged for the hours and minutes missed of that day's assignment. Absences for professional activities, classes, and services performed on Friday shall be reported on an hour and minute basis.

Article 12 ABSENCES AND LEAVES (continued)

- g. Sick leave is not earned for per diem days worked. Contract faculty in specially funded programs may use regular sick leave for per diem days missed because of illness.

**3. Catastrophic Leave**

- a. The parties agree to the establishment of a Full-Time Faculty Catastrophic Leave Bank and a Part-Time Faculty Catastrophic Leave Bank for eligible members to use in case of catastrophic illness or injury.

- b. Definitions:

- 1. “Catastrophic Illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off of work for an extended period of time to care for that family member and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off (Ed. Code §87045).
- 2. “Sick Leave Donation” is defined as the number of sick leave hours that are given by a donating faculty member to another faculty member who is experiencing a catastrophic illness.
- 3. “Accrued sick leave” means sick leave earned in the current year plus sick leave accumulated from prior years.
- 4. “Catastrophic Leave Committee” means the group designated to administer the catastrophic leave bank. The Committee shall consist of two members: one (1) faculty member appointed by CCA, and one (1) District Human Resources representative appointed by the District. Each team will also have an appointed alternate in the even one person on either team is unavailable.

- c. Establishing and Maintaining the Banks:

- 1. The Full-Time Catastrophic Leave Bank shall be comprised of eligible tenured and probationary full-time faculty members who enroll in and donate sick leave hours to the bank. The Full-Time Catastrophic Leave Bank shall be capped at 4,375 hours (equivalent to 500 days).
- 2. The Part-Time Catastrophic Leave Bank shall be comprised of eligible adjunct faculty members who enroll in and donate sick leave hours to the bank. The Part-Time Catastrophic Leave Bank shall be capped at 3,000 hours.
  - a. The initial pools shall be established by a general call for donations during open enrollment in Fall 2018.
  - b. Bank donations shall go into the banks and not directly to any individual.

Article 12 ABSENCES AND LEAVES (continued)

- c. New eligible employees and continuing eligible employees who wish to join the bank during open enrollment or during a call to donate may do so even if the cap has been reached.
3. The Catastrophic Leave Committee will review the number of days/hours in the banks to determine if further donations from members are required to replenish the banks. If a bank requires more leave donations, the Committee will announce this need and current members will be required to donate another sick day or in the case of adjunct faculty, one (1) hour, by the end of the open enrollment period to enroll or maintain membership. Those who decline to donate would be opting out of the Catastrophic Leave Bank.
4. Sick leave donations to the Catastrophic Leave Banks are irrevocable.
- d. Eligibility and Participation:
  1. The faculty member requesting use of the leave is a participant of the bank.
  2. The faculty member must submit a written request that includes a physician's verification of catastrophic illness or injury.
  3. No more than one head of household may utilize catastrophic leave at the same time. The Committee may make exceptions to this on a case-by-case basis.
  4. Tenured and probationary faculty with more than five (5) days of accumulated sick leave are eligible and may participate in the Full-Time Faculty Catastrophic Leave Bank. The full-time faculty member must have exhausted all available paid leave, including accrued sick leave and banked load when available and applicable, to be eligible to access Catastrophic Leave. A full-time faculty member shall not withdraw more than forty (40) days (8.75 hours per day) from the Full-Time Faculty Catastrophic Leave Bank within a 12-month period.
  5. Adjunct faculty members with more than ten (10) hours of accumulated sick leave are eligible and may participate in the Part-Time Faculty Catastrophic Leave Bank. An adjunct faculty member must have exhausted all available paid leave, including accrued sick leave, to be eligible to access Catastrophic Leave. An adjunct faculty member shall not withdraw more than eighty (80) hours from the Part-Time Faculty Catastrophic Leave Bank within a 12-month period.
  6. Faculty who elect to join the bank may do so only during open enrollment periods or during a call for donations to the bank, and they must wait thirty (30) calendar days after joining the bank before becoming eligible to withdraw from it.
  7. Faculty who participate in the bank do so on a strictly voluntary basis.

Article 12 ABSENCES AND LEAVES (continued)

e. Process for Requesting Donations:

1. Only participants in the bank are eligible for withdrawals.
2. The number of sick bank days/hours needed by the employee shall be specified in the initial request.
3. A full-time faculty member may make an initial request of not more than twenty (20) days or 175 hours. A full-time faculty member may request another twenty (20) days by filing an additional request with the Committee. The maximum number of days allowed for a single injury/illness shall not exceed forty (40) days or 350 hours.
4. An adjunct faculty member may make an initial request of no more than four (4) times the number of hours that the adjunct faculty member teachers per week. An adjunct faculty member may repeat this request one time by filing an additional request with the Committee. The maximum amount of time allowed for a single injury/illness shall not exceed eight (8) times the number of hours that the adjunct faculty member teaches per week.
5. Catastrophic leave for adjunct faculty is only available for the current semester when the catastrophic illness occurs.
6. Any donated days/hours unused by the employee shall be returned to the Catastrophic Leave Bank.
7. If the faculty member is personally unable to apply for catastrophic leave, an immediate family member or faculty member's agent may make the request for the applicant.
8. All donated leave shall run concurrently with the full-time faculty member's 100-day differential pay (Article 12, Appendix A) with the intent to minimize payroll deductions by restoring to the extent possible, the faculty member's salary. Adjunct faculty members are not eligible for the 100-day differential pay.
9. Adjunct faculty members are eligible to receive his/her leave for the remainder of one (1) academic semester. The leave shall not exceed the academic semester.
10. Adjunct faculty members shall use donated leave as paid hours.
11. Donated leave shall be charged on an hour-for-hour basis. No distinction shall be made as to differing pay rates of the donor and the recipient.
12. Donated leave for full-time faculty members shall not exceed the 100-day differential pay.

Article 12 ABSENCES AND LEAVES (continued)

f. Process for Making Donations:

1. The District shall establish an open enrollment period each year from Sept. 1-30 for faculty to participate in the Catastrophic Leave Banks. Once a faculty member becomes a participant in a bank, he/she shall not be required to re-enroll each year unless a call for donations is required.
2. A full-time faculty member shall become a member by donating at least one (1) day, or 8.75 hours, of his/her accumulated sick leave. Overload sick leave may not be donated by a full-time faculty member. A full-time faculty member may contribute any number of days as long as he or she has (5) days, or 43.75 hours, of sick leave remaining. Full-time faculty shall donate leave in one-day increments (no less than 8.75 hours).
3. An adjunct member shall become a member by donating at least eight (8) hours of his/her accumulated sick leave. An adjunct faculty member may contribute any number of hours as long as he/she has ten (10) hours of sick leave remaining. Adjunct faculty shall donate leave in hour increments thereafter.
4. Upon retirement from the District, a faculty member may donate a portion or all of remaining sick leave to his or her Catastrophic Leave Bank; however, such donations should be made only after the faculty member has consulted with a retirement advisor about the impact of donations on pensions.
5. Any faculty member who donates or withdraws sick leave shall sign an agreement stating the faculty member agrees to hold the District, CCA, and the Committee harmless for any and all claims and liabilities arising out of such deposit and/or its subsequent use. This section satisfied and supersedes any obligation of the District under California Education Code section 87045.

g. Catastrophic Leave Committee's Role and Responsibilities:

1. The Committee shall keep all donations and requests for sick leave days confidential.
2. The Committee shall be responsible for receiving leave requests; verifying validity of requests; approving the full or less than full amount requested or denying requests; communicating its decision to affected employees; and soliciting donations of sick leave days.
3. Committee decisions are not reviewable through the grievance/arbitration provisions of this Agreement.
4. Upon request, the District payroll Office shall provide the Committee with a statement detailing the number of days/hours withdrawn from each bank during the past year and the number of days/hours available in each bank.

## Article 12 ABSENCES AND LEAVES (continued)

5. If there are insufficient days/hours in a bank, the Committee may be unable to approve a catastrophic leave request. Neither the District, CCA, nor the Committee shall be legally responsible if there are insufficient days in the bank to accommodate a catastrophic leave request.
6. If a Catastrophic Leave Bank is terminated for any reason, the days/hours remaining in the bank shall be equally distributed to the then-current members enrolled in the bank. In the event of a natural disaster or catastrophic event having a widespread impact on the faculty and/or the District, the Committee shall retain the right to suspend the provisions of this Article, and it will provide notice to the District and to CCA.
4. After a faculty member has used five (5) days of paid sick leave in any contract year the District may require that an absence due to illness or injury or quarantine be verified by a written statement by a licensed physician indicating the reasons for and length of disability.
5. A person absent from duty as a result of an industrial accident or illness shall be paid that portion of salary which, when added to temporary disability indemnity, will result in payment to the employee of not more than full salary.
6. After accumulated sick leave, industrial accident and illness leave, and other available leave to which the employee may be entitled has been exhausted, the employee is entitled to additional leave benefits when absent from duties because of illness or accident, whether the absence arises out of or in the course of employment of the employee.
  - a. The additional leave benefit will be paid under the provision of Education Code Section 87786 and will be provided for one hundred (100) days. (See Article 12, Appendix B at the end of this Article.) The amount of sick leave pay should be the regular daily salary of the employee less the daily substitute rate, but not less than one-half (1/2) of the regular daily salary.

### 7. **Kin Care**

Earned sick leave to a maximum of five (5) days each contract year may be used for (1) the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee, (2) the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member, and (3) an employee who is a victim of domestic violence, sexual assault, or stalking.

### C. **Personal Necessity Leave**

1. Earned sick leave to a maximum of six (6) days each contract year may be used by the employee for personal activities of a compelling nature that cannot be conducted outside of normal work assignment hours. The employee, when possible, will give advanced notice to his/her supervisor so arrangements for coverage of his/her assignment can be made. Personal leave is taken at the election of the employee and not subject to administrative approval.

## Article 12 ABSENCES AND LEAVES (continued)

2. Personal business of a compelling nature that cannot be conducted outside of normal work assignment hours does not include activities that result in payment to the employee for services, or recreation activities.
3. Some examples of personal necessity leave include:
  - a. Serious illness of an immediate family member.
  - b. An accident involving the faculty member's person or property, or the person or property of a member of the faculty member's immediate family (as defined in Article 12, D, 1) of such an emergency nature that the immediate presence of the faculty member is required during a work day.
  - c. Appearance in court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
  - d. Religious holidays, rites or ceremonies of the faculty member's faith.
  - e. Car trouble or severe weather conditions that result in impassable travel conditions.
  - f. Birth of a child of the faculty member who is either a father or grandparent of the child.
  - g. The adoption of a child making it necessary for the faculty member to be absent during scheduled work hours.
  - h. Death of an employee's immediate family when additional leave is required beyond that provided both in Education Code Section 88194 and as a right by the governing board.
4. Personal necessity leave shall not be for personal convenience, the extension of a holiday, a vacation for recreational activities, or matters that can be handled outside scheduled work hours.
5. College or District approved activities using the District Absence/Travel Request/Reimbursement Claim form do not require use of personal necessity leave.
6. Nothing in this policy shall limit the right of the District to address abuse of leave or excessive use of leave situations in accordance with the provisions of this Agreement.

### **D. Bereavement Leave**

1. Each faculty member may be granted a maximum of three (3) days, or five (5) days if out-of-state travel is required, with pay for bereavement, funeral arrangement, and/or funeral attendance in the event of the death of a member of the immediate family. Members of the immediate family include mother, mother-in-law, father, father-in-law spouse, son, daughter, brother, sister, grandparents of the employee or spouse, son-in-law, or daughter-in-law of the employee, or any relative to whom, by reason of personal association, the employee is very close.
2. Time off without pay may be granted for attendance at the funeral of a distant relative or close friend.

## Article 12 ABSENCES AND LEAVES (continued)

### **E. Emergency Leave**

1. Emergency leave is a privilege granted by the Board of Trustees, and its use is limited to severe illness. Employees must expect to provide adequate proof of necessity for emergency leave. The President may grant employees emergency leave after personal necessity leave has been exhausted.
2. For absence due to severe illness or death in the employee's family, no deduction in pay will be made up to a maximum of six (6) days per contract year. Additional time for reasons of travel may be allowed upon the recommendation of the College President.
3. Family is understood to mean, in addition to immediate relatives (mother, father, wife, husband, son, daughter, brother, sister), any other relative living in the home of the employee or any other relative to whom, by reason of personal association, the employee is very close.

**F Family Medical Leave Act.** An employee is entitled to an unpaid leave that provides up to twelve (12) weeks in a twelve (12) month period for a qualifying illness or injury (or 26 weeks with a qualifying illness or injury incurred during active duty military service). Unless prohibited by statute, FMLA leave runs concurrently with leave under the California Family Rights Act ("CFRA") described in **Paragraph 8** below. Benefit levels provided by applicable provisions of the statute.

**G. California Family Rights Act.** An employee is entitled to an unpaid leave that provides up to twelve (12) weeks in a twelve (12) month period for a qualifying illness or injury. Unless prohibited by the statute, CFRA leave runs concurrently with FMLA leave.

Benefit levels to qualifying employees are provided by applicable provisions in the statute. (Government Code §112945.2)

### **H. California Disability Pregnancy Leave**

1. Each female employee shall be entitled to a maximum of four (4) months (calculated as 17 1/3 weeks) disability leave of absence for the period of time she is required to be absent by reason of physical incapacity due to pregnancy, childbirth, or conditions related thereto. This leave is available only to employees who are on current working status. The employee shall be entitled to use her accumulated sick leave and disability benefits allowable under appropriate sections of this agreement on the same basis provided for any other illness, injury, or disability.
2. The period of disability, including the date upon which the leave shall begin, shall be determined by the employee and her physician.
3. A written statement from the employee's physician as to the beginning date of such disability shall be filed with the Chancellor through the College President's office. This date shall be based on the employee's ability to render service in her current assignment.



## Article 12 ABSENCES AND LEAVES (continued)

4. The date of the employee's return to service shall be based on her physician's analysis and written statement of the employee's physical ability to render service and that she is no longer required to remain off duty due to her physical disability.

### I. Parental Leave

1. A faculty member may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks. Parental leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
2. When an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the employee shall be compensated at fifty percent (50%) of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave.
3. The 12-workweek period for parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave. The employee shall not be provided more than one 12-workweek period of parental leave during any 12-month period.
4. Parental leave taken pursuant to this section will run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period. This section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the governing board of the District.
5. An employee is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave pursuant to this section.

### J. Child Rearing Leave

1. At the request of the faculty member, a reduction in load for an unpaid child rearing leave may be granted to a maximum of twelve (12) months upon approval of the College President, and the Board of Trustees. A workload of at least fifty percent (50%) for the length of the academic year will ensure that advancement on the faculty salary schedule, tenure progression, and scheduled evaluations will occur. (Refer to **Article 11.N.4** regarding eligibility for benefits.)
2. If mutually agreed by the employee and the College President, with approval of the Chancellor, an additional time of up to a maximum of twelve (12) months may be Granted by the Board of Trustees.

## Article 12 ABSENCES AND LEAVES (continued)

3. Upon return from a child rearing leave, the employee shall be reinstated to the same assignment held at the time the leave was granted or an assignment as near as possible within the District's work requirement.

### **K. Family Care Leave**

1. All employees who have completed one (1) year of continuous service for the District shall be entitled to a maximum of six (6) months of unpaid Family Care Leave in a twenty-four (24) month period as provided by law. Family Care Leave is available for the following reasons:
  - Care of the child of the employee following the birth of that child
  - The placement of a child with the employee for adoption or foster/adoption program
  - Serious illness of the child of the employee
  - Care for a parent or spouse who has a serious health condition
  - A serious health condition that makes the employee unable to perform the functions of his/her position
2. The total time provided in Family Care Leave shall include the time provided in Emergency Leave, Disability Pregnancy Leave, Child Rearing Leave and Child Adoption Leave.
3. If the need for Family Care Leave is foreseeable, the employee shall provide the District with reasonable advance notice of the need for the leave.
4. If the need is foreseeable due to planned medical treatment, the employee shall make a reasonable effort to schedule the treatment to avoid disruption of work schedule.
5. Employees shall be entitled to use sick leave accrued annually to attend to the illness of a child, parent, spouse, or domestic partner. This benefit does not accrue from year to year.
6. The following time constraints shall apply to Family Care Leave.
  - a. Except for special circumstances approved by the Board of Trustees, the leave must be taken in a consecutive time block rather than intermittent.
  - b. If the employee begins the leave five (5) weeks or less before the end of the semester, the employee will delay his/her return until the beginning of the next semester.
7. The Family Care Leave does not constitute a break in service for seniority, longevity, tenure, or salary progression.
8. During the time of the leave, the District will continue to provide health and welfare benefits at the same contribution rate as when the employee is in active status.
9. The District is entitled to recover the cost of health and welfare benefits if the employee does not return from leave.
10. Sick leave shall not be earned during the period of unpaid Family Care Leave.

## Article 12 ABSENCES AND LEAVES (continued)

### **11. Parental and Family Leave**

The District shall comply with all current state and federal laws regarding parental and family leave.

### **L. Military Leave**

1. Employees are eligible for leaves of absence to serve with the Armed Forces. Such leaves will be granted in compliance with the provisions of Sections 359.02 through 395.4 of the Military and Veterans Code. Additional leave beyond the specified legal minimum may be granted for such personnel in any case where it would be to the advantage of both the District and the employee to grant such a leave.
2. Employees shall provide copies of their military orders to substantiate their request for military leave.

### **M. Jury Leave**

1. Absence without loss of pay shall be granted to faculty to perform jury duty, to appear as a witness in court other than as a litigant, and to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee.
2. Compensation received by an employee as a member of a jury or witness shall be remitted to the Kern Community College District. Absences for jury duty are to be reported and noted as such.

### **N. Job-Related Accident or Illness**

1. Job-related accident or illness (industrial accident and industrial illness) is defined as any injury or illness arising out of and in the course of employment.
2. A maximum of sixty (60) days paid leave is available for the same accident or illness during one (1) contract period.
3. The industrial accident or illness leave shall not be accumulated from year to year.
4. When an industrial accident or illness leave overlaps into a new contract period, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
5. Industrial accident or illness leave shall commence on the first (1st) day of absence.
6. When an industrial accident or illness absence occurs, the employee shall be paid a salary which when added to the Worker's Compensation benefit amount will yield full salary, but no more than full salary.
7. During a paid leave of absence, should the worker's compensation insurance carrier pay industrial accident or illness benefits directly to the employee, the employee shall endorse to the District all benefits checks received from the carrier for industrial accident or illness. The District, in turn, shall issue the employee's appropriate salary warrants and shall deduct

Article 12 ABSENCES AND LEAVES (continued)

normal retirement and other authorized contributions.

8. Upon termination of the industrial accident or illness leave the employee shall be entitled to the benefits of such other leave as may be provided by law or regulations.
9. This leave shall not be considered to be a break in service of the employee.

**O. Long-Term Leave Without Pay**

1. Each applicant for a long-term professional leave of absence without pay must have served in a full-time capacity within the District not less than four (4) consecutive years immediately preceding the beginning of the leave period. Leaves following the first (1st) leave shall be based on four (4) additional years of full-time service. Exceptions to this Section may be granted by the Chancellor and the Board of Trustees.
2. Applications for leave must be filed with the Chancellor at least sixty (60) days prior to the beginning of the leave period. Leave may be granted for periods of up to one (1) year. A leave will be granted only when a satisfactory substitute is available.
3. Employees granted a long-term leave without pay for approved training will follow the normal progression on the salary schedule as if they were on active teaching duty. The period of such absence, however, shall not be included in computing six (6) consecutive years of service for sabbatical purposes or in computing total years of service to the District.
4. Exceptions to the four-year (4-year) requirement may be made for a leave involving a specific educational program which is clearly an opportunity for professional growth and a benefit to the college instructional program. Such an educational program shall be developed cooperatively by the college administration, the instructor, faculty chairperson, and the Chancellor.

**P. Exchange Teacher Leave**

1. A leave to accept a position as an exchange instructor or as a Fulbright Scholar without exchange may be granted on recommendation of the Chancellor. Teacher exchanges may be with other institutions in California or other state or foreign institutions. The Chancellor shall also approve the instructor in exchange. Such leave shall not be considered a break in service to the District.

**Q. Sabbatical Leaves**

1. Sabbatical leaves may be granted to employees for the purpose of improving competence in their professional assignment. Applications for sabbatical leaves must be filed with the Chancellor or designee prior to February 1 of the preceding academic year of the sabbatical. See **Article Twelve, Appendix C** at the end of this Article for the guidelines for approving sabbatical leaves. The **sabbatical application** must be first approved by the College President or designee before the priority process begins. The sabbatical leave decision is not grievable.

Article 12 ABSENCES AND LEAVES (continued)

2. Applicants for a sabbatical leave must have served in a faculty assignment with the District not less than six (6) consecutive years preceding the beginning of the leave period. Subsequent leaves following the first (1st) leave shall be based on six (6) additional consecutive years of faculty service prior to the leave.
  - a. Unpaid leaves of absence shall not constitute a break in the continuity of service required for sabbatical leave eligibility. However, unpaid leave time shall not count as a period of service.
  - b. Paid leaves of absence qualify as service to the District.
3. Sabbatical leaves shall be granted in the following categories:
  - a. Retraining Requested by the District--The purpose of retraining leave is to provide an academic employee the opportunity to prepare for reassignment to a different discipline, as defined by the California Community Colleges Board of Governors. Retraining may involve formal course work, research, work experience, or other activity approved by the District.
  - b. College/University Study--A sabbatical leave may be granted to engage in a full load of upper division undergraduate study, or graduate work that improves faculty competency in his/her professional assignment, or in a program approved by the College President or designee. Lower division course work may be taken on approval by the College President or designee.
  - c. Retraining Requested by the Employee--The definition of retraining in **Article 12.O.3.a** shall be applicable.
  - d. Research--Research must focus on either enhancing the academic discipline of the faculty member, or improvement of instructional delivery, or institutional development. This research shall be documented in the sabbatical report. Faculty shall engage in a research program equivalent in time and intensity to that of a full-time study program. Research, whether at an accredited institution, or an outside agency, or independently done, must be approved by the College President or designee.
  - e. Occupational Experience--A sabbatical leave may be granted to engage in renewal of occupational skills or to establish occupational experience in an area approved by the College President or designee. The experience shall approximate a full-time position.
    - 1) Along with the proposal, applicants under this section shall provide a letter from the proposed employer that describes the employment being offered, guarantees it for the period of the sabbatical, and indicates the amount of wages expected to be paid during the employment.
    - 2) A copy of the W-2 form covering the employment, or a statement of earnings from the employer must accompany the sabbatical leave report or be provided by January 31 following the sabbatical.

Article 12 ABSENCES AND LEAVES (continued)

- f. Travel/Study--A sabbatical leave may be granted for travel/study that will improve the competence of the staff member in his/her professional assignment.
    - 1) A schedule on a weekly basis including dates, places, activities, and a narrative of the benefits to be derived must be submitted with the application.
    - 2) A report, documenting the benefits derived from the study or research that will occur as a result of the travel plan, shall be submitted as part of the sabbatical report.
  - g. Creative/Technical--Where the sabbatical proposal includes the preparation of material that requires technical or creative skills (photography, computer software, art, writing, etc.), a brief statement of the experience level of the applicant must be provided as part of the proposal. Where technical equipment is to be used, a brief statement as to the type of equipment and its source must be provided as part of the proposal.
- 4. Significant changes in approved sabbatical proposals must be filed in advance in writing and be approved by the Chancellor or designee. Significant changes would include, but not be limited to:
    - a. Changes in a travel itinerary that substitute for and/or eliminate more than two (2) weeks of time in the proposal;
    - b. Any changes in the focus of the proposal that would substitute for the activities and goals that were authorized;
    - c. The inclusion of two (2) or more weeks of non-job-related activities other than those incidental to the proposal;
    - d. Substituting institutions of attendance;
    - e. Substituting courses that were not on or parallel to those on the original list; and
    - f. Changes required by illness and/or accident to the employee or his/her immediate family must be accomplished in a reasonable time.
  - 5. Failure to complete an approved sabbatical project, including the required report, shall result in reduction of or reimbursement of sabbatical compensation as determined by the College President or designee.
  - 6. A sabbatical leave may be rescinded by the employee no later than sixty (60) calendar days prior to the leave, but not after a temporary replacement has been hired.
  - 7. The right of Board approved alternates to replace an employee who has rescinded his/her previously granted sabbatical option shall cease forty-five (45) days prior to the start of the sabbatical leave. Alternates will be notified of the option.

Article 12 ABSENCES AND LEAVES (continued)

8. A sabbatical leave may be granted for the following periods of time:
- One (1) semester
  - Academic year (two (2) semesters)
  - Split academic year

A sabbatical leave may be taken in separate semesters rather than for a continuous academic year, provided that the leave for both semesters be completed within a three-year (3-year) period. Any period of service by the individual intervening between the two (2) separate semesters of the leave shall comprise a part of the service required for a subsequent leave.

9. An eligible employee will be compensated on the average fraction of full load carried during the last six (6) years used to establish sabbatical eligibility. The average fraction will be multiplied times the sabbatical percent of compensation times salary in order to determine the salary paid during the time of sabbatical leave. Compensation percentages shall be as follows:
- a. Retraining shall be compensated at one hundred percent (100%) for one (1) year or semester, as appropriate.
  - b. College and university study, retraining requested by an employee, occupational experience, travel/study, research, creative/technical shall be compensated as follows:
    - One (1) semester--ninety percent (90%)
    - Academic year--sixty percent (60%)
    - Split academic year--sixty percent (60%) per semester
  - c. If creative/technical sabbatical leaves include the development of textbooks, computer programs, etc. with commercial value, the distribution of property rights must be included in a written agreement between the faculty member and the District and included in the sabbatical leave proposal.
10. The total compensation that an employee on leave receives from both the District and from non-District sabbatical related employment during the period of the leave shall not exceed the amount of the contract salary he/she would receive if he/she had continued on active duty in the District. This regulation does not include research or study grants or fellowships from nationally recognized foundations. The Board of Trustees must approve any salary adjustments with respect to grants and fellowships.
11. Compensation shall be paid in the same manner as if the unit member were on regular duty with the District.
12. No later than sixty (60) calendar days before the beginning date of the sabbatical leave, the unit member will provide a suitable bond guaranteeing that he/she will return to the District to render a period of service which is equal to twice the period of the leave. Failure to provide the bond in timely fashion may be considered cause for the rescinding of the sabbatical leave.

Article 12 ABSENCES AND LEAVES (continued)

13. Employees who have been granted leave will follow the normal progression on the salary schedule in the same way as if they were on active duty, and the leave period shall be included in computing years of service to the District.
14. Each employee returning from leave shall file a complete and written report which is satisfactory to the College President within ninety (90) calendar days from the date of return to duty. This report shall be submitted to the College President or designee and shall be included in the official personnel file.
  - a. The report shall contain the documentation noted in **Articles 12.O.3** through **12.O.3.g**, an appraisal of the professional value of the activities, and an appraisal of the manner in which the knowledge and experience may be applied for the benefit of the College and its students.
  - b. The report shall constitute a maximum of five percent (5%) of the sabbatical activity.
  - c. Presentation of the sabbatical report to the Board of Trustees and/or faculty may be required.
15. The granting of a leave shall be subject to the procurement of a substitute or some other adjustment in assignment approved by the Chancellor or designee.
16. The maximum number of faculty permitted to be on sabbatical leave shall not exceed seventeen (17) per year.
17. Sabbatical leaves shall be prioritized at each campus following College procedures.
18. At the expiration of leave, the employee shall be reinstated to a faculty position and shall be assigned upon return according to the procedures for assignment. Faculty who are granted leaves for retraining to fill specific staffing needs may be reassigned. The College President or designee shall notify the faculty member of reassignment as early as possible.
19. The governing Board of the District shall be free from any liability for the payment of any compensation of, or on behalf of, damages in case of death or injury or illness of an employee while on sabbatical leave.
20. The Board of Trustees, at its sole discretion, shall have the right to waive any provision of this Agreement regarding sabbatical leaves providing that (1) such action does not work to the detriment of the employee who receives the waiver, and (2) it is in the District's best interest to make the exception.
21. The Education Code and Title 5 shall govern sabbatical leaves.

**R. Short-Term Leaves**

1. Employees may be authorized to attend conferences, participate in state conferences and participate in state and national professional organizations related to their subject matter fields when there is clearly an opportunity for professional growth and/or for benefit to the College program.



Article 12 ABSENCES AND LEAVES (continued)

2. Permission to attend such meetings or conferences may be granted on written request submitted to the Chancellor well in advance of the event. The Chancellor may refer the matter to the Board of Trustees for decision.
3. If the Chancellor or the Board approves the request, a school car may be used for transportation to conferences and/or other pertinent and necessary expenses may be reimbursed.
4. If an employee has advanced authorization to attend a conference or related meeting during days of instruction, a substitute will be provided by the District if needed. No salary deduction will be made.
5. If an employee is requested or directed to attend a conference by the Chancellor or Board of Trustees, all pertinent and necessary expenses will be paid.
6. Ordinarily, employees are not to be excused from duty to attend conferences and meetings of non-school organizations. Exceptions may be made by the Chancellor for those who hold responsible national, state, regional or local offices in groups of a civic or non-political nature. If the employee is granted advance authorization to be absent, a salary deduction shall be made equal to the pay of a substitute.

**S. Conditions for Leaves of Absence**

1. Employees shall file a signed statement with the College President or designee for each absence from duty.

**T. Exhaustion of all Leave**

1. All permanent faculty members who have exhausted all other leave rights, both paid and unpaid, and who are unable to return to work due to injury or illness, may be granted up to six (6) months of additional unpaid leave upon approval by, and at the discretion of, the Board. At the Board's discretion, this leave may be extended for up to two additional six-month periods or lesser leave periods that it may provide but not to exceed a total of eighteen (18) months.
2. If granted, this extended leave will not constitute a break in service for seniority or longevity.
3. During the time of leave, the District will continue to provide health and welfare benefits at the same contribution rate as an active employee.
4. The District is entitled to recover the cost of health and welfare benefits if the employee does not return from leave.
5. No sick leave shall be earned during any period of this leave.
6. An Employee, upon ability to resume duties of a position within the class to which he or she were assigned, may do so at any time during the leave of absence granted under this section

Article 12 ABSENCES AND LEAVES (continued)

and time lost shall not be considered a break in service. The employee shall be restored to a position within the class to which he or she was assigned and, if at all possible, to his or her position with all the rights, benefits and burdens of a tenured faculty member.

7. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the thirty-nine-month (39-month) period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with seniority regulations.

## **Article Twelve Appendix Table of Contents**

<a href="#"><u>Appendix A, Counting 100 Days at Differential Pay</u></a> .....	121
<a href="#"><u>Appendix B, Sabbatical Leaves</u></a> .....	122



Kern Community College District Human Resources Operational Guideline

## Counting 100 Days at Differential Pay

### Rules

1. Only working days, not calendar days, count towards the one-hundred-day (100-day).
2. Each day, no matter how many hours are worked, equals one (1) day.
3. Holidays do not count toward the one hundred (100) days.
4. Vacation and Sick Leave do not accrue during the one hundred (100) days.
5. Employees receive the same health benefits during the one hundred (100) days.
6. This one hundred (100) days is intended for long-term illness or injury. Any absence must be verified by a written statement from a licensed physician/practitioner.
7. The employee must have a current physician/practitioner's written statement on file at all times, and a written release to return to work.
8. When the one hundred (100) days differential pay crosses fiscal years (July 1), the employee receives his/her annual allocation of sick leave days to use effective July 1. Subsequently, a new one hundred (100) days of differential pay commences.
9. Full-benefited employees are eligible for the District's long-term disability insurance after being disabled for ninety (90) days. When on the one hundred (100) days at one-half (1/2) pay, the insurance will pay the difference between one-half (1/2) pay and two-thirds (2/3) of pay up to a maximum of two thousand dollars (\$2,000.00) per month. Once the one hundred (100) days is exhausted, the insurance will pay at maximum plan amount.
10. When one hundred (100) days are exhausted, the employee is placed on a Thirty-Nine-Month (39-month) Rehire List.
11. When the doctor determines the employee is no longer sick/injured/disabled (non-work related), he/she is no longer eligible for the one hundred (100) days at one-half (1/2) pay.

## **Sabbatical Leaves**

Sabbatical leave applications shall be forwarded to the Chancellor's Office from the Colleges. Applications for sabbatical leave are then verified by the Office of Personnel Services for eligibility. A listing of sabbatical leave applicants and alternates shall be presented to the Board of Trustees for approval in February.

Notices of approval and bond information shall be sent to the sabbatical leave applicants. Bonds for full semester or academic year sabbaticals must be received by August 30 for ten-month (10-month) contract staff and June 30 for twelve-month (12-month) contract employees. Bonds for spring semester sabbaticals must be received by January 30.

Approved by the Chancellor's Cabinet  
September 13, 1979

Revised July 12, 19

## ARTICLE THIRTEEN - LOAD BANKING

Faculty members may bank load in lieu of overload pay. Faculty members are guaranteed the right to withdraw banked load either through cash payout, partial load reduction, or an approved banked-load leave of absence.

### A. Load Deposits

1. Faculty electing to bank load must notify the appropriate administrator in writing of the election to bank load using the load banking form. The notification and plan shall be provided by the end of the first week of instruction of the overload class.
2. Banked load is accumulated at the assigned load base at which it was earned.
3. Starting January 1, 2005, the maximum amount of banked load a faculty member is allowed to accumulate shall be the equivalent of a 1.5 semester load. Faculty with more than 1.5 semester banked load on January 1, 2005, may retain the load they have banked prior to that date, but may not accumulate additional banked load until their banked load balance is below 1.5.

### B. Load Withdrawals

1. Cash Payout--The cash payout rate for banked load shall be at the hourly overload rate at the time of withdrawal. The process for cash payout shall be initiated upon request. Payment will be made following established payroll processes.
2. Load Reduction--By mutual agreement between the faculty member and the appropriate educational administrator, faculty may elect to use banked load to reduce load in any subsequent semester. Faculty shall receive regular pay as if they were assigned a full contract load.
  - a. Partial Load Reduction- Faculty may elect to use banked load to partially reduce load in any subsequent semester. Load reductions in excess of forty percent (40%) must be approved by the College President or designee.
  - b. Banked Load Leave of Absence
    - 1) Tenured faculty members shall be granted a one (1) semester leave of absence with pay when **ALL** of the following conditions have been met:
      - a) The faculty member has submitted a Banked-Load Leave of Absence required form (found on the District's portal under the "Employee Forms" tab) to the educational administrator before September 1 or February 1 of the semester prior to the anticipated leave in order to arrange for an approved substitute(s), as needed. At the request of the faculty member, this deadline may be waived by the College President or designee based upon extenuating circumstances.
      - b) The banked load has been verified by the educational administrator.

Article 13 LOAD BANKING (continued)

- c) The leave of absence has been approved by the College President, Chancellor, and Board of Trustees.
- 2) Faculty who submit a banked-load leave request in the semester prior to the anticipated leave will be notified of the leave decision by October 15 or March 15 of the semester before the anticipated leave. Faculty who submit a banked-load leave request at least two semesters prior to the term in which it will be taken will be notified of the leave decision as soon as possible.
3. This leave may be granted one (1) term in a five-year (5-year) period.
4. Upon approval of the College President, this leave may be taken consecutively with a one-semester sabbatical leave within the same academic year.
5. If a leave is denied, the faculty member shall be guaranteed the leave within four (4) semesters following the semester of initial request.
6. Leaves of absence shall be prioritized at each campus following College procedures. These procedures shall be developed in conjunction with Association site representatives.
7. A leave of absence may be rescinded by the employee no later than sixty (60) calendar days prior to the leave, but not after a temporary replacement has been hired. At the request of the faculty member, this deadline may be waived by the College President or designee based upon extenuating circumstances.

See District portal, “Employee Forms” for the **Load Banking form**.



## **ARTICLE FOURTEEN - PERSONNEL FILES AND COMPLAINTS**

### **A. Personnel File Contents and Inspection**

1. There shall be an official District Personnel File for each faculty member. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the faculty member's employment with the District. Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
2. Every employee shall have the right to inspect such materials upon request, except that the employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the district, including but not limited to classroom hours, student contact hours/counseling, and/or office hours. In cases where an employee works at a remote worksite, copies of employee personnel records may be sent to the employee electronically via a District approved secure method or made available for an in-person review at the District HR office.
3. Information of a derogatory nature, shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from non-classroom duty for this purpose without salary reduction.
4. The personnel file shall include, but need not be limited to, records of employment with the District and records of professional evaluation. In addition, such records as educational advancement and pertinent work experience as provided by the faculty member shall be a part of the official District file.
5. A faculty member may forward to the Personnel Office materials for inclusion in the file. All reasonable requests for inclusion of pertinent material in the faculty member's file shall be accommodated. Materials not filed shall be returned to the faculty member.
6. The personnel file shall be kept in a locked file cabinet in the District Personnel Office. The file shall be available for inspection by the faculty member upon written request. An Association representative may, with the written authorization by the faculty member, have access to the respective faculty file.
7. Any item to be placed in the file shall be clearly identified as to its source or originator and its date of origin or receipt by the District.
8. The faculty member shall have the right to copies of materials within the file. In the event of disciplinary action against the faculty member, the faculty member, upon request, shall be provided at District expense with a copy of any or all material in the file deemed necessary by the faculty member.

## Article 14 PERSONNEL FILES AND COMPLAINTS (continued)

9. Anonymous letters shall not be referenced or placed in any faculty member's personnel file.

### **B. Complaints Against Faculty**

1. Complaints involving charges of sexual harassment, crime (whether misdemeanor or felony), charges of discrimination, or matters for which procedures are provided by applicable law or elsewhere in the collective agreement are explicitly excluded from consideration under this Article. Such complaints shall be pursued under applicable laws, policies and procedures.
2. When complaints against faculty members are made by students, the complaints shall be resolved through the Student Complaint (Section Four) or under the General Personnel Administration (Section Seven) Board policies and Administrative Procedures. The complaint must be in writing and a complaint submitted through the College or District online complaint reporting system constitutes a signed, written complaint. In the case of an anonymous complaint filed via the District's online complaint reporting system, the complaint must provide sufficient details related to the identity of the parties involved and the nature of the alleged misconduct to enable the District to substantiate and investigate the allegation.
3. When complaints against faculty members are made by faculty members, the dispute resolution process listed in C. will be followed.
4. When complaints against faculty members are made by individuals other than faculty or students, the appropriate administrator shall inform the faculty member of the existence of the complaint within ten (10) working days. The faculty member shall be notified that (1) a complaint has been made and (2) he or she is entitled to representation by the bargaining unit. All such complaints shall be in writing and signed by the complainant, except as otherwise required by law. A complaint submitted through the College or District online complaint reporting system constitutes a signed, written complaint. In the case of an anonymous complaint filed via the District's online complaint reporting system, the complaint must provide sufficient facts related to the identity of the parties involved and the nature of the alleged misconduct to enable the District to substantiate and investigate the allegation.
5. All faculty have the right to CCA representation in meetings with College or District administration when they are disciplinary in nature, or when faculty reasonably believe that such meetings may lead to disciplinary action.

### **C. Dispute Resolution Process**

Before utilizing the Dispute Resolution Process outlined in this article, it is the expectation of the District and the Faculty Association that the parties attempt to resolve the matter themselves through collegial discussion and compromise.

The purpose of this Dispute Resolution Process is to remedy complaints between Faculty members at the lowest level. The types of complaints this article addresses include but are not limited to unprofessional conduct, unethical behavior, and inappropriate communication. At all times Faculty

## Article 14 PERSONNEL FILES AND COMPLAINTS (continued)

are expected to adhere to KCCD Institutional Code of Ethics in board policy and administrative procedure.

Objective: it is the objective of the District and the Faculty Association to encourage and support the prompt resolution of all complaints, misunderstandings or other difficulties which relate to disputes at the lowest possible level. Accordingly, the following Dispute Resolution Process has been established.

Documentation Status: All documentation regarding the dispute shall not be a part of the unit member's personnel file.

Timelines shall commence with the receipt of a written communication and shall be considered met if a document arrives on or before the last day of an established timeline. In Step One and Step Two of this process, extensions of timelines must be requested in writing and signed by all parties to the dispute or by the Vice Chancellor of Human Resources. The extension shall not exceed an additional thirty (30) working days.

1. Dispute Resolution Procedure: Dispute Resolution Procedure:

- a. Step One – Informal: The disputant shall complete the Dispute Resolution form (~~Appendix L~~) indicating clearly the nature of the dispute. If there is an allegation of a violation, misapplication or misinterpretation of a rule, regulation or law, the disputant shall specifically cite the rule, regulation or law alleged to be involved. Regardless of the type of dispute, the remedy sought shall be clearly identified on the form. The Dispute Resolution form shall be filed with the College Human Resources Office within thirty (30) working days of an alleged act, incident, or omission that is the subject of the dispute. The Dispute Resolution form will be reviewed and a copy shall be forwarded to the Faculty Association.

If appropriate, the College Human Resources Office will coordinate a meeting between the College Human Resources representative and a Faculty Association representative (if requested) to meet with the parties of the dispute within fifteen (15) working days and shall facilitate a discussion with the goal of resolving the dispute. When appropriate, the College Human Resources Office will refer the facilitation of the meeting to the immediate supervisor. The College Human Resources Office shall provide both parties and the Faculty Association with written documentation of the results of the informal meeting within ten (10) working days from the conclusion of the meeting. No other person shall be present.

If the dispute is not resolved at Step One, the disputant shall have ten (10) working days from the receipt of the Step One result to file a request with College Human Resources for a Step Two meeting.

- b. Step Two – Conciliation Meeting:

The College Human Resources representative shall meet with the immediate supervisor and a Faculty Association representative within ten (10) working days to clarify the issues

Article 14 PERSONNEL FILES AND COMPLAINTS (continued)

in the dispute. Both the District and the Faculty Association representatives shall be provided with copies of the original Dispute Resolution form.

Within fifteen (15) working days following this Step Two meeting, the Human Resources Office and the Faculty Association representative shall submit a proposed resolution in writing to both parties. Both parties shall have ten (10) working days to either accept or reject the proposed resolution. The decision of both parties shall be retained by the Human Resources Office and copies will be forwarded to the Faculty Association.

If warranted, at any point, this process may include mediation at the discretion of the Vice Chancellor of Human Resources.

If the dispute is not resolved at Step Two, the disputant shall have ten (10) working days from the receipt of the Step Two result to file a request with College Human Resources for a Step Three appeal.

- c. Step Three – Final Appeal Review: The Vice Chancellor of Human Resources (or designee) shall meet with the parties to hear the dispute. Each party shall be provided with copies of the original Dispute Resolution Process form, the results of the Step One informal meeting, and the proposed conciliation resolution five (5) working days prior to the appeal review meeting. Both parties may have a Faculty Association representative present.

The Vice Chancellor of Human Resources (or designee) shall determine whether to uphold, amend, or reject the conciliation recommendation or alternatively to impose a cooling off period of up to thirty (30) working days. Following any cooling off period, the Step Three process shall resume. The determination shall not conflict with the remainder of the Faculty Association Contract, Administrative Procedures, Board Policies, or applicable laws.

The appeal review shall be scheduled within ten (10) working days from the request following the conclusion of Step Two. The District shall communicate a written decision within ten (10) working days following this Step Three meeting with copies transmitted to both parties and the Faculty Association. The decision of the Vice Chancellor of Human Resources (or designee) is not subject to appeal.

An alleged violation, misapplication or misinterpretation of a provision of this Agreement which has been filed under the Grievance Procedure (Article 16) of this Agreement is not subject to the provisions of this Article.

Withdrawal of Dispute: At any time during the dispute process, the disputant may decide to withdraw the dispute by written notification to the College Human Resources Office. The College Human Resources Office shall then notify the other party and the Faculty Association that the dispute has been withdrawn.

Article 14 PERSONNEL FILES AND COMPLAINTS (continued)

**D. Progressive Corrective Action**

It is the intent of this progressive corrective action process to ensure that faculty are treated in a uniform and consistent manner.

1. Department chairs, faculty directors, faculty coordinators, or other faculty unit members who have assumed leadership functions over their divisions, departments, and work areas, remain faculty members and, as such, do not have disciplinary authority over other unit members.
2. Corrective action means actions taken outside an evaluation to improve unsatisfactory employee behavior, conduct, or performance. It may include, but is not limited to, coaching and counseling meetings, oral warnings, written reprimands, and/or a written Notice of

## Article 14 PERSONNEL FILES AND COMPLAINTS (continued)

Unprofessional Conduct or Unsatisfactory Performance. The intent of progressive corrective action is to help the faculty member improve their performance and ensure their success. While the corrective action process should generally follow the steps outlined in this section, there may be circumstances that warrant beginning corrective action at a higher step.

3. At all stages of the progressive corrective action process, faculty members have the right to CCA representation. Faculty members may also request CCA representation in cases when they reasonably believe that the meeting may lead to disciplinary action.
4. Coaching & Counseling: Coaching and counseling meetings are intended to be pre-disciplinary in nature in order to counsel the faculty member on expectations related to proper behavior, conduct, and performance. This is a first, informal step in correcting behavior.
5. Verbal Warning: In cases where coaching & counseling has been unsuccessful, or the behavior warrants beginning at this step, a supervisor will meet with the faculty member to explain to the faculty member the conduct or behavior at issue. The faculty member will be informed of what actions he or she must take to correct the behavior, and the time period in which such correction should occur. The time period should be defined by the supervisor at the time the verbal warning is given, and shall be reasonable as to allow for a true display of the faculty member's improved behavior. This conversation will be documented, but the documentation will not be placed in the employee's personnel file.
6. Letter of Reprimand: In cases where the verbal warning was unsuccessful in changing behavior, or the behavior warrants beginning at this step, a supervisor may issue a formal letter of reprimand to a faculty member setting forth the factual basis for the reprimand, the expected level of performance or behavior, and recommendations as to how to address the behavior or performance at issue. The supervisor will meet with the faculty member to review the letter and the expected behavior moving forward. The faculty member shall be afforded the opportunity respond to the letter of reprimand prior to the letter being placed in the faculty member's personnel file, and such letter shall not be placed in the personnel file for at least ten (10) business days in order to afford the faculty member the opportunity to respond. The faculty member's response will be attached to the Letter of Reprimand and included in the faculty member's personnel file.
7. Written Notice of Unprofessional Conduct or Unsatisfactory Performance: The College President or his/her designee may issue a ninety (90) day Written Notice of Unprofessional Conduct or Unsatisfactory Performance under California Education Code §87734. The written notice of the unprofessional conduct or unsatisfactory performance should specify the nature of the unprofessional conduct or unsatisfactory performance. The Written Notice will be hand delivered or sent by certified mail to the Faculty member. The President or his/her designee will meet with the faculty member to discuss the Written Notice. The faculty member shall be afforded the opportunity respond to the Written Notice prior to the letter being placed in the faculty member's personnel file, and such letter shall not be placed in the personnel file for at least ten (10) business days in order to afford the faculty member the opportunity to respond. The faculty member's response will be attached to the Written

Article 14 PERSONNEL FILES AND COMPLAINTS (continued)

Notice and included in the faculty member's personnel file.

8. Faculty dismissal and/or suspension for cause, as well as a faculty member's due process rights in such a proceeding, is governed primarily through the California Education Code, including but not limited to Education Code §§ 87732, 87734, and 87660-87683.

## **ARTICLE FIFTEEN - WORK ENVIRONMENT**

The District shall use its best efforts to provide and maintain environments, equipment, and facilities which promote the health and safety of faculty members and which are conducive to teaching and learning.

### **A. Safety**

1. The District will strive to maintain a safe working environment and take prompt corrective action to eradicate all known cases of toxins, hazards, harassment, threats, and violence to the extent mandated by law. The District shall provide for fast and reliable emergency response systems.
2. Any on-the-job condition(s), physical or social, perceived to be unsafe by a faculty member, shall be reported by the faculty member using procedures established and published for each campus.
3. A faculty member shall immediately report any assault in connection with his/her employment to an educational administrator, who shall take timely and appropriate action.
4. The District shall investigate incidences of toxins, hazards, harassment, threats, and violence. The District will take corrective action and file reports to outside authorities to the extent provided by law.
5. The District will inform faculty of known potential physical dangers to the extent required by law.
6. The District Safety Committee shall convene a task force including Association representatives within sixty (60) contract days of ratification of this Agreement to develop a Violence Prevention and Response Program. Program implementation shall begin within one (1) year of initial meeting of the task force.

### **B. Environment Conducive to Professional Activity**

Foreseeable effects on the educational environment shall be considered when planning and scheduling required maintenance, repair, and construction operations. The District will take reasonable steps to mitigate the effects of such operations upon classroom instruction and other educational services.

Faculty shall have access to instructional spaces and assigned offices. Outside of normal assignment hours, faculty shall have access to instructional spaces and assigned offices according to the process at each college campus. Access must be related to professional duties.

### **C. Student Conduct Problems**

A faculty member may suspend a student from his/her class under provisions of Education Code Section 76032.



## Article 15 WORK ENVIRONMENT (continued)

1. A faculty member may remove a student for the day of the removal and the next class meeting. This action shall be immediately reported to the College President or designee for appropriate action.
2. During the period of removal, a student shall not be returned to the class without the concurrence of the instructor of the class.

## ARTICLE SIXTEEN - GRIEVANCE

### A. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, and as rapidly as possible, equitable solutions to problems affecting the compensation or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. No reprisals of any kind shall be taken by the District or by any member or representative of the administration or the Board against any Grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure because of such participation.

### B. Definitions

1. A “Grievance” is a claim by one or more unit member(s) or the Association that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement. (Informal and formal grievances are defined in Section D of this Article.)
2. A “Grievant” is a unit member(s) specified in **Article 1.B.1** of this Agreement or the Association making the claim.
3. A “day” is any contract day which falls within the academic calendar of the respective college, not including Saturdays and flex days.
4. An “Immediate Educational Administrator” has immediate jurisdiction over the Grievant and is not within the same bargaining unit as the Grievant.

### C. Conditions of Grievance Processing

1. The Grievant may be accompanied by an Association representative at both the informal and formal levels of grievance processing.
2. Forms in the grievance process that are personally delivered shall be evidenced by a signed receipt. Forms sent to the last address available in the records of the College and deposited in the United States mail, postage prepaid, return receipt requested, shall be presumed to have been received and read.
3. The Association shall be given copies of any written responses to grievances under this Agreement.
4. The scope of the Grievance is limited to that stated on the Formal Statement of Grievance form.
5. Time Limits
  - a. The time limits specified at each level should be considered the maximum, and every

## Article 16 GRIEVANCE (continued)

- effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.
- b. If a bargaining unit member fails to comply with the established time limits at any time during the formal grievance process, that process will be terminated. However, the Grievant will have one opportunity to refile the original grievance within thirty (30) days of the missed deadline.
  - c. If the employer fails to meet the time limits in this Article at the Informal Level, Level 1, or Level 2, the grievance will proceed to the next level.
  - d. When in the event a Grievance is filed but cannot be processed through all the steps of that level by the end of the school year, and if left unresolved harms a Grievant, the time limits will be reduced so that the steps of that level may be completed prior to the end of the school year or as soon as is practicable.
6. All claims involving salary shall be limited to the specific amount of wages earned and salary corrections will be made within the statute of limitation as defined in the Education Code.
  7. Time limits for appeal provided at each level shall begin the day following receipt of the written decision by the College/District or the Grievant.
  8. All documents dealing with the processing of grievances shall not become part of the official personnel file of the employee.
  9. The District and the Association shall share equally the costs of the arbitrator's fees and expenses and the costs of proceedings as determined by the arbitrator for non-termination arbitrations.
  10. The District alone shall pay the arbitrator's fees and expenses and the costs of proceedings as determined by the arbitrator for grievances on termination (Education Code Section 87677).

### **D. Grievance Resolution Process**

#### **1. Informal Resolution of Potential Grievances**

- a. The Informal Resolution Process attempts to resolve the problem through an informal conference with the immediate Educational Administrator within sixty (60) days of the time a contract violation is alleged to have occurred and before a written Grievance is filed
- b. The Grievant or the Association must notify the immediate Educational Administrator that the meeting is an informal conference relating to a possible grievance.

## Article 16 GRIEVANCE (continued)

- c. Following the informal conference, the Grievant or the Association may request, within five (5) days, a written acknowledgement of the informal conference and resolution, where applicable.
- d. The immediate Educational Administrator will provide the written acknowledgement within five (5) days using the Informal Grievance Form in the appendix.
- e. If the immediate Educational Administrator does not comply with the request for the acknowledgement and summary of the informal conference, the Grievant or Association may immediately file a Level 1 grievance.

### 2. Formal Resolution of Grievances

#### a. Level 1

- 1) The Grievant must submit in writing the **Statement of Formal Grievance form** (found on the District's portal under "Employee Forms" tab) to the immediate Educational Administrator within ten (10) days of the receipt of the written acknowledgement of the informal conference or fifteen (15) days after the request was made. See District's portal, "Employee Forms" for the **Level 1 Grievance form**.
- 2) The written Grievance statement shall be a clear, complete, and concise statement of the circumstances creating the grievance and a citation of the specific article(s), section(s), and paragraph(s) of this Agreement that is alleged to have been violated, misinterpreted or misapplied, and shall state the Grievant's contention with respect to the article(s), as well as full name of the Grievant, the date of the alleged occurrence, and the date of the informal conference.
- 3) The statement also shall state the specific remedy sought by the Grievant.
- 4) The written Grievance shall be submitted to the immediate Educational Administrator by the Grievant.
- 5) The immediate Educational Administrator shall conduct an investigation of the Grievance and shall communicate his/her decision to the Grievant in writing within ten (10) days after receiving the Grievance. If the Grievance is not settled in favor of the Grievant, the specific reasons shall be stated.

#### b. Level 2

- 1) If the grievance is not resolved with the decision at Level 1, the Grievant may appeal the outcome to the College President or designee within ten (10) days after the decision of the immediate Educational Administrator is given.
- 2) The written appeal must include a copy of the Statement of Formal Grievance

Article 16 GRIEVANCE (continued)

form found on the District’s portal under the “Employee Forms” tab and the decision given by the immediate Educational Administrator at Level 1. It must also cite the specific reason(s) for the appeal. See **District’s portal, “Employee Forms”** for the **Level 2 Grievance form**.

- 3) Within fifteen (15) days after receiving the grievance, the College President or designee shall conduct an investigation and shall communicate his/her decision in writing to the Grievant. If the grievance is not settled in favor of the Grievant, the specific reasons shall be stated.

c. **Level 3**

- 1) If the grievance is not resolved at Level 2, the Grievant may appeal the outcome to the Chancellor within ten (10) days after the decision of the College President.
- 2) The written appeal must include copies of the original grievance and the decisions through Level 1 and Level 2 of this procedure and also cite the specific reasons for this appeal. See District’s portal, “Employee Forms” for the **Level 3 Grievance form**.
- 3) The appeal shall also state the Grievant's election to proceed at Level 3 by either (1) a meeting with the Chancellor or designee or (2) conciliation by the California State Conciliation Service. The election of one option shall exclude the other. The Chancellor or designee may elect to use a conciliator.
- 4) Where the grievance proceeds by a meeting between the Chancellor or designee and the Grievant, the meeting shall be held within ten (10) days of the filing of the appeal. The Chancellor or designee shall transmit to the Grievant within fifteen (15) days of the meeting a written decision including the reasons for the decision.
- 5) Where the Grievance proceeds by conciliation, a conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.
  - a) The conciliator shall attempt to find a mutually acceptable resolution to the Grievance.
  - b) The conciliator shall not issue any public statement of fact or opinion on the issue.
  - c) Conciliation or settlement positions of either party shall not be introduced at any other grievance level.
  - d) The Chancellor or designee shall transmit to the Grievant within fifteen

Article 16 GRIEVANCE (continued)

(15) days of the termination of the conciliation a written decision, including the reasons for the decision. If the conciliation has produced a mutually acceptable solution, that solution shall be the Chancellor's or designee's.

- e) All fees and expenses of the conciliator shall be shared equally by the District and the Association if the Association approves the conciliation in advance. Other expenses shall be borne by the party incurring them.

**d. Level 4**

- 1) If the Grievance is not resolved with the decision of the Chancellor or designee within fifteen (15) days, the Grievant may request that the Association proceed to binding arbitration. The District shall be notified of the decision to proceed to binding arbitration within fifteen (15) days of the receipt of the Chancellor or designee's decision.
- 2) The written appeal must include the original grievance and copies of the decisions through Level 3 of this procedure and cite the reason(s) for this appeal.
- 3) The Board of Trustees and the Association shall concur in the selection of the arbitrator, with the understanding that time is of the essence. If the parties are unable to agree upon an arbitrator within ten (10) days the Association shall file a Demand to Arbitrate with the American Arbitration Association (AAA). The selection of the arbitrator and arbitration hearing shall be conducted under the rules of AAA.
- 4) The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator shall be submitted to the Association and the Chancellor or designee and will be final and binding on all parties.

## **Addenda Table of Contents**

<a href="#"><u>Addendum 1, Minimum Qualifications for Faculty and Administrators</u></a> .....	140
<a href="#"><u>Addendum 2, Minority Student Mentoring Program General Guidelines</u></a> .....	141
<a href="#"><u>Addendum 3, Mileage Payments to Faculty</u></a> .....	142
<a href="#"><u>Addendum 4, Faculty Forms List</u></a> .....	143





## **Minimum Qualifications for Faculty and Administrators**

Minimum qualifications for faculty and administrators in California community colleges are established through a Discipline List that is reviewed every two years by The Academic Senate for California Community Colleges. The latest edition of the minimum qualifications can be downloaded by clicking <http://asccc.org/disciplines-list>.

## **Minority Student Mentoring Program General Guidelines**

- (1) The faculty mentor shall satisfy the following requirements and others as developed by the mentor and the student.
  - (a) The faculty mentor shall, in meetings with the student, review all of the following:
    - placement test scores and implications
    - anticipated course work by semester and/or summer session
    - financial options for college
    - outside employment and implications
    - special interest in college-related activities
    - hobbies, interests and unique skills
    - family encouragement for education
    - long-term educational goals
  - (b) The faculty mentor shall meet as appropriate with the student's academic advisor/counselor.
  - (c) The faculty mentor shall confer with the student at the mid-point of each semester regarding academic progress.
  - (d) The faculty mentor shall confer with the student at the end of each semester about academic progress and course work for the next term.
  - (e) The faculty mentor shall discuss with the student his/her educational plans.
  - (f) The faculty mentor shall be available to the student for conferences at the student's request.
  - (g) The faculty mentor, when appropriate, shall be involved with the student in college-related activities.
- (2) The faculty mentor shall review his/her mentoring assignment with the President/designee.
- (3) A faculty member may be a mentor to only one (1) student at any given time.

## MILEAGE PAYMENTS TO FACULTY

(1) Mileage will be paid at the District's established rate to:

- Contract or regular faculty whose assignment as part-of-load is at a site sufficiently removed from the regularly assigned location as to require the use of an automobile. The distance to be claimed is to be established by the College Administration after consultation with the employee.
- Contract or regular faculty whose assignment for extra-pay is at a site more than fifteen (15) miles from his/her regularly assigned location. The distance to be claimed is to be established by the College administration after consultation with the employee. (See note at bottom of page)
- Part-time hourly faculty who agree to teach a class at a site more than fifteen (15) miles from the main campus or center. The distance to be claimed is to be established by the College administration after consultation with the employee. (See note at bottom of page)

***NOTE:*** *Exceptions to this procedure will be determined by the College administration if the employee's place of residence is closer than fifteen (15) miles to the teaching site, and if, in fact, the employee is driving from his/her residence rather than from the main campus.*

Approved by the Chancellor's Cabinet  
December 9, 1986

Revised February 10, 1987  
Revised November 19, 1998

## Faculty Forms List

All forms listed below are on the District's portal, "Employee Forms"

- Faculty Evaluations
  - Checklist for Full-time Faculty Evaluation Forms
  - Faculty Chair Evaluation
  - Form A - Evaluation Cover Sheet
  - Form B - Materials Review and Classroom Instruction Observation
  - Form C - Materials Review and Online Instruction Observation
  - Form E - Student Evaluation for Instructional Faculty-html
  - Form F - Student Evaluation for On-Line Instructional Faculty
  - Form G - Materials Review and Open Lab Activity Observation
  - Form H - Student Evaluation for Open Lab Faculty-html
  - Form I - Student Consent Form
  - Form J - Observation for Counseling\_Non\_Instructional Activity
  - Form K - Student Evaluation for Counseling Faculty
  - Form L - Student Evaluation for Non-Instructional Faculty
  - Form M - Observation for Library Faculty
  - Form Mode R/FT/ADJ – Self-Evaluation for Faculty Planning to Retire
  - Form N - Student Evaluation for Library Faculty
  - Form O - Director Evaluation
  - Form P - Consent for Public Recognition
  - Form PGA – Professional Goals and Accomplishments
  - Form Q - Administrative Assessment Review
  - Form R-1 - Mode A Remediation Plan
  - Form R-2 - Mode A Remediation Plan Report
  - Form S-1 - Mode C Remediation Plan
  - Form S-2 - Mode C Remediation Plan Report
- Full-time Faculty
  - Absence Report
  - Assigned Curriculum Development
  - Bank-Load Leave Of Absence Request
  - Board Action – Contract Adjustment
  - Catastrophic Leave Donation
  - Catastrophic Leave Request
  - Faculty Request for Compensation Minority Student Mentoring Program
  - Faculty Request to participate Minority Student Mentoring Program
  - Grievance - Level 1
  - Grievance - Level 2
  - Grievance - Level 3
  - Informal Grievance Summary
  - Intellectual Property Rights Agreement
  - Optional Reduced Workload Agreement
  - Request for Approval of Credit for Salary Advancement
  - Request for Pre-approval of Credit for Salary Advancement
  - Sabbatical Retraining
  - Special Assignment Compensation Agreement Form

- Statement of Formal Grievance
- Adjunct Faculty
  - Absence Report
  - Checklist for Evaluation Guidelines and Forms
  - Form A - Evaluation Cover Sheet
  - Form B - Materials Review and Classroom Instruction Observation
  - Form B2 - Observation for Clinical Instruction
  - Form C - Materials Review and On-line Instruction Observation
  - Form E - Student Evaluation for Instructional Faculty
  - Form E2 - Student Evaluation for Clinical Instructional Faculty
  - Form F - Student Evaluation for On-Line Instructional Faculty
  - Form G - Materials Review and Open Lab Activity Observation
  - Form H - Student Evaluation for Open Lab Faculty
  - Form I - Student Consent Form
  - Form J - Observation for Counseling - Non Instructional Activity
  - Form K - Student Evaluation for Counseling Faculty
  - Form L - Student Evaluation for Non-Instructional Faculty
  - Form M - Observation for Library Faculty
  - Form Mode R/FT/ADJ – Self-Evaluation for Faculty Planning to Retire
  - Form N - Student Evaluation for Library Faculty-html
  - Form O - Director Evaluation
  - Form P - Service Survey
  - Form Q - Administrative Assessment Review
  - Form R-1 - Special Evaluation Plan
  - Form R-2 - Special Evaluation Plan Report