

# **Section One**

## **Description/ Mission**

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and Collegial Consultation  
With Academic Senates**

**Employ the Process of Mutual Agreement**

**Policies:** None

**Procedures:** None

**Appendices:** None

**Rely Primarily Upon the Advice and Judgment**

**Policies:** None

**Procedures:** None

**Appendices:** None

# Policy

**SECTION ONE**  
**DESCRIPTION/MISSION**

**1A** **Description** *(Revised July 1994)*

**1A1** **Name**--The name of this legal entity shall be the Kern Community College District of Kern, Inyo, Mono, Tulare, and San Bernardino Counties.

**1A2** **Legal Description**--The Kern Community College District encompasses the territory composed of numerous elementary and high school districts.

The general description of the territory included and maps thereof may be found in the Office of the Surveyor of Kern County, California.

**1A3** **Geographical Description**--The District encompasses approximately twenty-four thousand, eight hundred (24,800) square miles including all of Inyo County, most of Kern County, and parts of Mono, Tulare, and San Bernardino Counties. The District Office is located at 2100 Chester Avenue, Bakersfield, California, 93301-4099. See **Appendix 1A3** of this Manual for a map showing the Kern Community College District College Service Area.

**1A4** **Member Colleges**--The District operates Bakersfield College, Cerro Coso Community College, and Porterville College as the principal campuses, with additional College classes available through outreach. Bakersfield College operates two State-approved centers, one in Delano and one in Bakersfield. Cerro Coso College has one (1) state approved center with sites in Mammoth and Bishop.

**1B** The Board of Trustees and the Administration shall solicit input from faculty, classified staff, management personnel, students, and the community relative to the development and amendment of policies in the following areas: Educational Philosophy (**Policy 1B1**); Educational Values (**Policy 1B2**), and Goals of Community College Education (**Policy 1B3**). *(Added June 10, 1999)*

**1B1** **Educational Philosophy** (*Renumbered June 10, 1999*)

**1B1A** The concept, *only the educated are free*, embodies the philosophy that education should liberate the mind by extending its vision of opportunity, by severing the bonds of prejudice, and by broadening horizons of learning. This pursuit of freedom and search for truth through learning is a privilege to be enjoyed by all who are prepared to undertake the quest with genuine seriousness of purpose. Accordingly, the Colleges of the District provide the youth and adults attending them a program of studies and activities leading to:

**1B1A1** Responsible Citizenship--The campuses seek to emphasize in their training for citizenship those elements which give strength and vitality to the concepts of a free and responsible citizen in a free and productive society.

**1B1A2** Occupational Competence--The campuses offer preparation for occupational competence on two (2) levels: for the student whose training will be completed at the College and for the student who will complete training at a four-year (4-year) college/university or specialized vocational school.

**1B1A3** Enriched Personal Living--Since the individual lives not only as a citizen and worker, but also as a person, each College helps the student to extend knowledge of himself/herself, physical environment, and cultural heritage; to formulate goals and values compatible with the student's own abilities and to value creative experience as a means of self-realization.

**1B2** **Educational Values** (*Renumbered June 10, 1999*)

**1B2A** The Board of Trustees and the staff of the Kern Community College District value:

- the teaching-learning process
- individual students and staff
- change and efforts to improve learning
- student access while maintaining academic integrity
- student and staff diversity
- a broadly-based, systematic approach to decision-making
- partnerships with the community

**1B3** **Goals of Community College Education** *(Renumbered June 10, 1999)*

**1B3A** Community college educational programs should develop the following:

**1B3A1** An Appreciation of Our National Heritage--Education should bear the major responsibility for transmitting the ideals, concepts, and responsibilities of American democracy from generation to generation.

**1B3A2** Moral, Ethical, and Spiritual Values--Education should assist the individual to formulate and live by a pattern of high moral, ethical, and spiritual values.

**1B3A3** Knowledge and Skills--Education, using the best available techniques, should assist students to achieve an understanding of ever-widening fields of knowledge and to achieve competency in the fundamentals of mathematics, reading, writing, speaking, and listening.

**1B3A4** Cultural Appreciation--Education should provide opportunities for students to develop an appreciation of beauty in literature, music, and other art forms and to develop their capacity for creative expression.

**1B3A5** Critical Thinking--Education should promote growth in the fundamental processes of critical thinking which include inquiry, reasoning, and evaluation.

**1B3A6** Mental and Physical Health/Social and Economic Competency--Education should promote the development of mental and physical health and social and economic competency in each individual to the best of his/her potentialities.

**1B3A7** Abilities for Decision-Making--Education should help students become increasingly self-directive and promote continuing growth in the ability to choose wise courses of action, and in accepting responsibility for such choices.

**1C** **Purpose of Board Policy Manual** *(Renumbered June 10, 1999)*

- 1C1** The purpose of this Board Policy Manual is to set forth statements of policy adopted by the Board of Trustees of the Kern Community College District.
- 1C2** Recommendations for policy amendments shall be presented to the Board of Trustees according to policies outlined in **Policy 2A**. Unless unusual circumstances exist, such recommendations shall be presented at one (1) meeting for information, with Board action at a subsequent meeting.
- 1C3** Operational procedures to implement policy shall be approved by the Chancellor's Cabinet and shall be incorporated in this Manual.
- 1C4** Documents related to established policies and procedures are included in the appendices.

# Procedure

**No Materials**

# Appendix



**Section Two**

**Board  
of  
Trustees**

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**Section Two—Board of Trustees  
Governance Processes Relative to the  
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With Academic Senates**

**Employ the Process of Mutual Agreement**

**Policies:**                      None

**Procedures:**                None

**Appendices:**                None

**Rely Primarily Upon the Advice and Judgment**

**Policies:**                      None

**Procedures:**                None

**Appendices:**                None

# Policy

**SECTION TWO**  
**BOARD OF TRUSTEES**

**2A**    **General Functions**

**2A1**    Authority--The Board of Trustees of the Kern Community College District is the governing body of the District.

The Board of Trustees exists by virtue of and derives its powers from the Constitution and the Acts of the Legislature of the State of California and the Rules and Regulations of the Board of Governors of the California Community Colleges.

The Board of Trustees as the controlling body of the District is charged with: (1) approving and adopting the policies for the operation of the District, (2) determining that adequate funds are available to enable the staff to execute these policies, and (3) acting as a board of appeals.

The Board shall exercise all the powers, duties, responsibilities and obligations given to it by law. Its primary function is the determination of general policies for and exercise of general supervision of the District. The details and administration thereof shall be carried out by its officers and employees.

**2A2**    Management of the District--The Board shall determine the administrative organization necessary to execute District policies. It shall elect a Chancellor and such other officers as may be required and fix their compensation and terms of office. The Board shall hold the Chancellor responsible for the efficient administration and supervision of the entire system and shall evaluate the Chancellor.

The administration of the Kern Community College District is that of line and staff. Employees should conduct College or District business according to this organizational arrangement.

The College President's administrative organization shall be the established authority on campus. Staff members should report to the designated administrator on specific problems. The College President is the final authority at the College level.

**2A2A** When a change in organizational structure is being considered at a College, discussions shall be held with Academic Senate and classified representatives. *(Added June 10, 1999)*

**2A2B** When a change in organizational structure is being considered at the District Office, discussions shall be held with representatives of the Academic Senates and classified representatives. *(Added June 10, 1999)*

## **2B** Organization of the Board of Trustees

**2B1** Composition--The Board of Trustees is composed of seven (7) members representing the District on the basis of trustee areas as follows. See [Appendix 2B1\(a\)](#) of this Manual for a map of the Kern Community College District trustee areas. [Appendix 2B1\(b\)](#) of this Manual includes a listing of the members of the Board of Trustees and term expiration date by trustee areas.

Trustee Area #1 .....	Two (2) Board members
Trustee Area #2 .....	One (1) Board member
Trustee Area #3 .....	Two (2) Board members
Trustee Area #4 .....	One (1) Board member
Trustee Area #5 .....	One (1) Board member

**2B1A** In accordance with Education Code Section 72023.5 one (1) student shall be a non-voting member of the Board of Trustees. Upon request, the student member's advisory position on measures before the Board shall be noted in the official minutes of the meeting. The procedures for selection are prescribed by the governing board and are outlined in [Procedure 2B1A](#) of this Manual. *(Revised January 19, 1995)*

**2B1A1** The student member shall serve for a one-year (1-year) term as provided by law. A student member may be afforded the opportunity to attend closed sessions at the invitation of the Board of Trustees except for matters dealing with personnel and collective bargaining.

**2B1A2** Student members are entitled to the same travel allowance as voting members and shall be compensated for attendance at Board meetings at the same rate as regular members.

**2B1A3** In accordance with Education Code Section 72023.7(c), the Board shall, by May 15 of each year, review and adopt rules and regulations implementing this section.

**2B2** Election of Members of the Board of Trustees--A candidate must be an elector residing in and registered to vote in the area to be represented. Members of the Board of Trustees shall be elected by the electors of the area in which the member(s) resides.

**2B2A** A statement filed by a candidate for inclusion in the sample ballot for distribution to the voters shall be limited to two hundred (200) words. A charge for such statement shall be levied against the candidate by the County Clerk.

**2B2B** If a tie vote occurs, the candidates who have received the tie votes shall be notified to appear before the Board either personally or by a representative at a designated time and place. The Board of Trustees shall at that time and place determine the winner or winners by lot.

**2B3** Election of Officers--The Board of Trustees, at its annual organization meeting on a day within the period December 1 to December 31, inclusive, shall organize by electing from among its members a President, Vice President, and Clerk. Said officers shall hold office for one (1) year, or until their successors shall have been elected and qualified. Newly elected members shall be seated on the Board at a scheduled meeting after the election is certified. *(Revised July 1, 1999)*

**2B4** Secretary to the Board--The Chancellor shall serve as Secretary to the Board of Trustees.

**2B5** Duties of Officers--It shall be the duty of the President of the Board to preside at all meetings of the Board, to enforce the usual parliamentary rules and to appoint all special committees not otherwise provided for. The President shall sign all papers and documents as required by law or as authorized by action of the Board. The President shall be authorized and it shall be his/her duty to call special meetings of the Board as provided by the California Education Code. In the absence of the President, these duties shall be performed by the Vice President. *(Revised July 1, 1999)*

The Clerk shall sign all papers and documents as required by law or as authorized by action of the Board.

**2B6** Committees--The Board shall not appoint standing committees, but shall act as a committee of the whole in all matters. The President of the Board shall appoint such ad hoc committees as are deemed necessary from time to time. Such committees shall not have executive power but shall serve in an investigative and advisory capacity only, reporting all findings and recommendations to the Board for action.

**2C** Meetings *(Revised August 3, 2006)*

**2C1** Schedule--Unless there is Board action to the contrary, regular meetings of the Board of Trustees shall be held twice each month. Dates, time and place shall be determined at the annual organization meeting. Special meetings may be called as provided by law. See [Appendix 2C1](#) of this Manual for a schedule of meetings of the Board of Trustees.

**2C2** Quorum and Rules of Proceedings--A majority of all the members shall constitute a quorum for the transaction of business. If less than a majority is in attendance at any regular meeting they shall have the power to adjourn. The Board may determine the rules of its proceedings; the ayes and noes shall be taken and recorded upon the call of any member. Any matter of procedure not governed by law or covered by this section shall be governed by Roberts Rules of Order.

**2C3** Agendas—An agenda shall be posted adjacent to the place of meeting at least seventy-two (72) hours prior to the meeting time for regular meetings. The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting. Upon request, the agenda shall be provided in appropriate alternative formats so as to be accessible to persons with a disability.

No business may be acted on or discussed which is not on the agenda, except when one (1) or more of the following apply:

**2C3A** A majority decides there is an “emergency situation” as defined for emergency meetings.

**2C3B** Two-thirds (2/3) of the members [or all members if less than two-thirds (2/3) are present] determine there is a need for immediate action and the need to take action came to the attention of the Board subsequent to the agenda being posted.

**2C3C** An item appeared on the Board of Trustees agenda and was continued from a meeting held not more than five (5) days earlier.

**2C4** Order of Business--The order of business at all regular meetings shall be

as follows: (1) Preliminary and Communications, (2) Hearing of Citizens, (3) Work Study Session, (4) Business Services, (5) Educational Services, (6) Human Resources, (7) Reports, and (8) Adjournment. Closed Sessions may be called in accordance with the provisions of the California Education Code. The order of business may be changed by consent of the Board.

**2C5** Securing Board Action-- The Board shall provide opportunities for members of the general public to participate in the business of the Board. Procedures and forms for securing Board action are included in [Procedure 2C5](#) of this Manual.

**2C5A** Members of the public may bring matters directly related to the business of the District to the attention of the Board in one-of-two ways:

**2C5A1** There will be a time at each regularly scheduled Board meeting for the general public to discuss items not on the agenda.

Members wishing to present such items shall submit a written request at the beginning of the meeting to the President of the Board that summarizes the item and provides his or her name and organizational affiliation, if any. No action may be taken by the Board on such items.

**2C5A2** Members of the public may place items that are within the jurisdiction of the Board on the prepared agenda in accordance with **Policy 2C5**.

A written summary of the item must be submitted to the Chancellor at least fourteen (14) days prior to the Board meeting. The summary must be typed and signed by the initiator, contain his or her residence or business address, and organizational affiliation, if any.

**2C5A3** Non-scheduled substitutes may not speak in place of scheduled speakers unless alternates have been submitted on the original request.

**2C5B** Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Board under this policy, but may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to the public notice requirements of Government Code Section 3547 and the policies of this Board implementing that section.

**2C5C** The Board may direct the Chancellor to refer the matter to staff for response.

**2C5D** The Chancellor may make a recommendation to the Board, as appropriate.

**2C6** Speakers

**2C6A** Persons may speak to the Board either on an agenda item or on other matters of interest to the public that are within the subject matter jurisdiction of the Board.

**2C6B** Oral presentations relating to a matter on the agenda, including those on the consent agenda, shall be heard before a vote is called on the item.

**2C6C** Persons wishing to speak to matters not on the agenda shall do so at the time designed at the meeting for public comment.

**2C6D** Those wishing to speak to the Board are subject to the following:

**2C6D1** A speaker shall complete a written request to address the Board at the beginning of the meeting at which they wish to speak.

**2C6D2** The request shall include the person's name and name of the organization or group represented, if any, and a statement noting the agenda item or topic to be addressed.

**2C6D3** No member of the public may speak without being recognized by the President of the Board.

- 2C6D4** Each speaker will be allowed a maximum of five (5) minutes per topic. Twenty minutes shall be the maximum time allotment for public speakers on any one (1) subject regardless of the number of speakers at any one (1) Board meeting. At the discretion of a majority of the Board, these times limits may be extended.
- 2C6D5** Each speaker coming before the Board is limited to one (1) presentation per specific agenda item before the Board, and to one (1) presentation per meeting on non-agenda matters.
- 2C6D6** The President of the Board may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board or if their remarks are unduly repetitive.
- 2C6E** Members of the public also may submit written communications to the Board on items on the agenda and/or speak to agenda items at the Board meeting. Written communications regarding items on the Board's agenda should reach the office of the Chancellor not later than three (3) working days prior to the meeting at which the matter concerned is to be before the Board. All such written communications shall be dated and signed by the author, and shall contain the residence or business address of the author and the author's organizational affiliation, if any.
- 2C6F** Claims for damages are not considered communications to the Board under this rule, but shall be submitted to the District.
- 2C6G** In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meetings unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and continue in session.
- 2C6G1** Only matters appearing on the agenda may be considered in such a session.
- 2C6G2** Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section
- 2C6G3** At the discretion of the Board, an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting shall be readmitted.

**2C7** Minutes of Meetings--The Secretary to the Board shall keep minutes of all Board meetings and shall maintain a journal of its proceedings by recording every official action taken.

**2C7A** The names of Board members who make and second motions shall be recorded.

**2C7B** Minutes shall be written in unadopted form, duplicated and mailed to Board members before the next meeting.

**2C7C** Minutes shall be copied in the official minutes book only after they have been approved as written or as corrected.

**2C7D** The minutes shall be indexed to facilitate finding actions that have been taken at previous meetings.

**2C7E** Each action shall have headings for quick reference.

**2C8** Public Access to Materials to be Discussed at Public Board Meeting (Government Code Section 54957.5) --The Board of Trustees shall provide, upon request, agendas of public meetings and copies of public records to be discussed at public meetings to members of the general public including representatives of newspapers, television and radio. Procedures governing public requests for copies of written material discussed at Board meetings are outlined in **Procedure 2C8** of this Manual.

**2C8A** If requested, writings that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

**2D** **Board Meetings, Employee Representatives, Personnel Negotiations, Public Notice**

**2D1** Procedures for Public Notice and Negotiations

**2D1A** The Board of Trustees shall adhere to the requirement of Public Notice as set forth in Article 8, Section 3547, of Chapter 10.7 of the Government Code.

**2D1B** The Chancellor shall notify the exclusive representative organization(s) of the District that the Board of Trustees is prepared at any regular meeting of the Board scheduled in the months of February or March to hear the initial proposal(s) of the exclusive representative organization(s) relating to the scope of representation in Chapter 10.7 of the Government Code and to include the proposal(s) by title as a published agenda item.

**2D1C** The Board of Trustees shall at the meeting selected by the exclusive representative organization(s), receive the proposal(s) and shall make it available to public review and study at a known and designated place in the District [Government Code 3547(a)]. These places are the Chancellor's Office and the President's Office at each College.

In order to comply with the above section, the Chancellor shall request that the exclusive representative organization(s) furnish the Board of Trustees an appropriate number of copies of the proposal(s) at the time of the public presentation.

**2D1D** After the passage of not less than seven (7) calendar days following the public presentation by the exclusive representative organization(s), the Board shall then, at a regular meeting or at a called special meeting, provide the public with an opportunity to express itself regarding the proposal(s) [Government Code 3547(b)].

**2D1E** The Board shall then make a public presentation of its initial proposal(s) and make it available for public review and study at a known and designated place (or places) in the District [Government Code 3547(a)].

After the passage of not less than seven (7) calendar days, the Board shall provide an opportunity for public input at a regular or called special meeting.

The Board shall then adopt its initial proposal [Government Code 3547(c)].

**2D1F** Then the Board or its designated representatives shall begin meeting and negotiating with the exclusive representative organization(s) [Government Code 3547(b)].

**2D1G** Within twenty-four (24) hours of its presentation, the Board shall make any new subject matter proposal(s) within the scope of negotiations made by either party during meeting and negotiating available in printed form for public study and review at a known and designated place (or places) in the District [Government Code 3547(d)].

The Board shall request from the exclusive representative organization(s) sufficient copies of its proposal(s) to be able to comply with this section.

**2D1H** If any vote is taken by the Board on a new subject of negotiations, the Board shall make the roll call vote available as a matter of public record within twenty-four (24) hours of the time of the vote [Government Code 3547(d)].

**2E** **Board Self-Evaluation** *(Added October 4, 2007)*

**2E1** The evaluation process is designed to provide constructive feedback to individual Board members about the performance of the Board as a whole, not individual Board members. It is the evaluation process of the overall effectiveness of the Board as a group making decisions and the results of those decisions. During the evaluation process, the integrity and rights of individuals must be respected and as such, the product of this evaluation process and all instruments attendant thereto shall be confidential.

**2E2** To this end, the Board has established the following process:

**2E2A** The Board shall review and approve procedures for self-evaluation every five (5) years in the fall of every odd numbered year.

**2E2B** In the month of October, in each odd numbered year, the Secretary of the Board shall provide an agreed upon evaluation instrument.

**2E2C** All Board members will be asked to complete the evaluation instrument and submit responses to the Secretary of the Board.

**2E2D** A summary of the evaluations will be presented to the Board in a written communication by December of each odd numbered year.

**2E2E** The Board shall take appropriate action in response to the evaluation summary, during a public meeting.

**2E3** Goals of the evaluation process are to:

- Identify past accomplishments

- Identify annual goals
- Clarify roles
- Enhance harmony and understanding
- Improve effectiveness and efficiency of Board meetings
- Set policies for the benefit of students, employees, institutions, and citizens of the Kern Community College District

**2F**     **Standards of Good Practice** *(Added October 4, 2007)*

**2F1**     In support of effective community college governance, the Board believes that:

- It derives its authority from the community and that it must always act as an advocate on behalf of the entire community;
- It must clearly define and articulate its role;
- It is responsible for creating and maintaining a spirit of true cooperation and a mutually supportive relationship with its CEO;
- It always strives to differentiate between external and internal processes in the exercise of its authority;
- Its Trustee members should engage in a regular and ongoing process of in-service training and continuous improvement;
- Its Trustee members come to each meeting prepared and ready to debate issues fully and openly;
- Its Trustee members vote their conscience and support the decision or policy made;
- Its behavior, and that of its members exemplify ethical behavior and conduct that is above reproach;
- It endeavors to remain always accountable to the community; and
- It honestly debates the issues affecting its community and speaks with one (1) voice once a decision or policy is made.

**2G**     **Statement of Ethics** *(Revised October 4, 2007)*

**2G1**     Standards of Practice--The members of the Board of Trustees shall comply with the legal and ethical requirements of the State of California. In fulfilling their roles as members of the Board, they shall: *(Added April 20, 1995)*

- Hold the educational welfare of the students of the District as their primary concern,
- Maintain confidentiality on District matters as appropriate,
- Base individual decisions on available facts, and uphold the final decisions of the Board,
- Take no action as a member of the Board for personal gain, and
- Conduct personal relationships with District staff and members of the

community based on the fact that they have no legal authority outside the meetings of the Board.

**2G2** Violations of Standards (*Added October 4, 2007*)

**2G2A** Charges by any person that a Board Member has violated laws and regulations governing Board behavior or the Board's Statement of Ethics will be directed to the Chancellor. The Chancellor shall deliver the charges to the Board President or Vice President for appropriate action.

**2G2B** Charges filed will be investigated in a manner that provides professional assessment and confidentiality.

**2G2C** If the alleged behavior violates Board Policy on ethical conduct the Board President or Vice President shall alert the Board Member in question regarding the violation of policy and seek corrective action.

**2G2D** If further action is deemed necessary, the Board President or Vice President may appoint an ad-hoc committee of the Board officers to examine the matter and recommend a course of action to the Board.

The Board may discuss the violation at the Board meeting and affirm its policy expectations, and/or the Board may move to censure the Trustee.

**2G2E** If alleged behavior violates laws governing Board behavior, the President or Vice President of the Board and Chancellor are authorized to consult with legal counsel and refer the matter to appropriate authorities as provided by law.

**2H** **Conflict of Interest Statement**--Each member of the Board of Trustees must file a conflict of interest statement as determined by law and the Board of Trustees' Policy. Members of the Board should avoid any situation that may constitute a conflict of interest and should inform the Board when a matter under consideration might involve or appear to involve a conflict of interest.

**2I**     **Benefits for Members of the Board of Trustees**     *(Revised December 12, 2002)*

**2I1**     Members of the Board of Trustees and dependents are eligible for and shall receive the District comprehensive health, dental, and vision plans. Eligible members of the Board of Trustees shall be enrolled in a life insurance plan. The District's contribution for the health, dental, vision, and life insurance plans shall be determined annually by the Board of Trustees.

**2I2**     Members of the Board of Trustees and dependents are eligible for and shall receive the District comprehensive health plan and dental plan upon retirement from the Board of Trustees until age sixty-five (65) with the following provisions.

**2I2A**     The retired member of the Board of Trustees must have reached age sixty (60).

**2I2B**     The retiree must exceed twelve (12) years of service on the Kern Community College District Board.

**2I2C**     The retired member of the Board of Trustees must have been first elected to a term of office that began prior to January 1, 1995.

**2I2D**     The level of benefits and the District's contribution for the health and dental plans shall be the same as for active confidential and management employees.

**2I3**     For Board Members elected prior to July 1, 1991, health insurance, excluding dental will be provided Board retirees beyond age sixty-five (65) and dependents with the following provisions in addition to **Policies 2I2A** and **2I2B**.

**2I3A**     The retiree [and eligible dependent(s), if dependent coverage is taken] must be eligible for Medicare Part A or purchase Medicare Part A as a condition of continuing with the District health plan.

**2I3B**     At age sixty-five (65), the retiree [and eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

**2I3C**     Medicare must provide primary coverage.

**2I3D**     A surviving eligible dependent(s) of a Board retiree may continue the District health plan at his/her expense. Failure to make timely payments for two (2) consecutive months shall cause the right to continue coverage under this provision to cease.

**2I3E** The level of benefits and the District's monthly contribution for the health plan shall be the same as for active confidential and management employees.

**2I4** Board members elected after July 1, 1991, who retire, may continue the health plan at his/her expense under the following conditions.

**2I4A** At age sixty-five (65), the retiree (and spouse, if dependent coverage is taken) must be qualified through Social Security eligibility for Medicare Part A and shall apply for and accept Medicare Part A.

**2I4B** At age sixty-five (65), the retiree (and spouse, if dependent coverage is taken) must apply for and purchase Medicare Part B.

**2I4C** Medicare must provide primary coverage.

**2J** **Compensation/Travel Allowance for Members of the Board of Trustees**  
(Revised February 3, 2005)

**2J1** Members of the Board of Trustees will be compensated for services rendered, not to exceed four hundred dollars (\$400) per month, according to Education Code Section 72425.

**2J1A** A Trustee who does not attend all regular, special, or annual meetings held by the Board in any month may receive, as compensation for his or her services, an amount not greater than a pro rata share of the number of meetings actually attended based upon the maximum compensation authorized. Participation by a Board member by telephone/videoconference does not constitute an absence.

**2J1B** A Trustee may be paid for any meeting when absent if the Board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill, or on jury duty, or the absence was due to a hardship deemed acceptable by the Board. The resolution will either be acted upon at the meeting missed by the Trustee, or the subsequent meeting depending upon the timeliness of the notification of absence.

**2J1B1** The following hardships have been deemed acceptable:

- Death of a family member and/or close acquaintance
- Serious illness of a family member
- Serious accident involving self or a family member

- Accident involving property
- Any appearance in any court or before any administrative tribunal as a litigant, party, or witness
- Religious activities

**2J2** Members of the Board of Trustees are entitled to receive a travel allowance at the Board approved rate.

**2J3** The student member is entitled to a travel allowance and shall be compensated as provided for in **Policy 2J1**, above.

# Procedure

**Student Member of the Board of Trustees**

Section 72023.5 of the Education Code provides for a student to be a non-voting member of the Board of Trustees. The procedures for selection are to be prescribed by the governing board. The following are included in the Board Policy Manual procedures.

- (1) One (1) student will serve as the member of the Board of Trustees. Membership will be rotated annually as follows: Cerro Coso Community College, Porterville College, and Bakersfield College, beginning with Cerro Coso Community College in 1994-95.
- (2) The College student body shall designate the student representative to be the official member of the Board of Trustees during the College's year of representation after an appropriate election.
- (3) In the event an associated student body does not select a student member of the Board of Trustees, the next College in alphabetical order will be asked to provide a student board member and the annual rotation will continue.
- (4) The Student Board member shall be selected during March and commence the term of office at a Board meeting in June.
- (5) Should the student board member resign or be ineligible for office prior to the expiration of the term of office, the associate student body at the campus being represented shall select a replacement.
- (6) The associated student body of each College may select students to serve as members of a Student Trustee Advisory Committee. The Student Trustee Advisory Committee may consider issues and concerns of students at the campuses and advise the student member of the Board of Trustees who will chair the Student Trustee Advisory Committee. The Chancellor's Office will provide an advisor to the committee for the purpose of liaison.

**Procedure 2B1A (continued)**

- (7) Bakersfield College may select five (5) students, Cerro Coso College may select two (2) students, and Porterville College may select two (2) students for the Student Trustee Advisory Committee. Replacements for student representatives who resign or are ineligible to serve on the Student Trustee Advisory Committee, shall be selected by the students at their respective campuses.
- (8) Students must be in good standing (enrolled in a minimum of six (6) semester units and not on academic probation) at their respective Colleges to be eligible as representatives to the Student Trustee Advisory Committee. Procedures for checking eligibility will be the responsibility of each campus. Employees of the District, other than student employees, are not eligible to serve as student representatives.

Approved by Chancellor's Cabinet  
September 9, 1981

Revised 11/11/86  
Revised 3/06/91  
Revised 10/08/91  
Revised 7/26/94  
Revised 10/27/98

**Procedure 2C5**

See Following Pages for Request for Board Action and Formatting Guidelines.



Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93301-4099

- Business Services**
  - Educational Services**
  - Human Resources**
  - Administrative**
- Bakersfield College
  - Cerro Coso Community College
  - Porterville College
  - District Office

## Request for Board Action

Board of Trustees		Date	
<b>1. Action Requested</b>			
<b>2. Background/Purpose/Analysis</b>			
<b>3. Type of Agreement</b>		<b>4. Contractor or Grantee</b>	
<b>5. Contract or Grant Number</b>	<b>6. Term</b>	<b>7. Fund that financial activity will be accounted for/in:</b>	<b>8. Amount of Agreement</b>
			<input type="checkbox"/> Income \$ _____ <input type="checkbox"/> Expense \$ _____
<b>9. Bid Process</b>			
<b>Required Signatures</b>			
Initiator's Signature		Date	
Initiator Supervisor's Signature		Date	
Vice President's Signature		Date	
Director, Business Services' Signature		Date	
College President's Signature		Date	
Director of Information Technology/Vice Chancellor, Educational Services <b>(if applicable—See Format Instructions)</b>		Date	

**Recommended for Board Action** \_\_\_\_\_  
 Vice Chancellor/Chief Financial Officer

3/2009  
 DO/BUS\_SERVS

Document  
 Format Instructions

□

**Format for Agenda Items for the Board of Trustees  
Regarding Contractual Agreements**

In an effort to provide complete and accurate information to the members of the Board of Trustees regarding proposed agenda items for action, the following information elements must be included for each agreement and/or contract. **Incomplete Board actions will not be processed for approval and will be returned to the initiator. If returned to the initiator, the process of approvals must be re-done.**

1. **Action Requested:** (Statement stating what action you are asking to be taken.)
2. **Background/Purpose/Analysis:** (Statement indicating the purpose for the Board action and the analysis, i.e., bidding, etc., conducted with associated results.)
3. **Type of Agreement:** (Grant, Contract for Professional Services, MOU, Agreement, etc.)
4. **Contractor or Grantee:** (Name of Contractor, Grantee, or Agency)
5. **Contract or Grant No.:** (Please list contract or grant number if provided on contract or agreement.)
6. **Term:** (7/1/05 – 6/30/2010)
7. **Fund** that financial activity will be accounted for/in: (i.e. GU001, RP....)
8. **Amount of Agreement:** (\$\$\$) Indicate dollar amount and whether it is income or expense to the District.
9. **Bid Process:** (if utilized) Formal Request For Proposals; or Request For Qualifications, Informal, etc. See Purchasing Manual, Chapter 4, at [www.kccd.edu](http://www.kccd.edu), Business Services, Purchasing Manual.
10. **Required Signatures:** If agreements/contracts directly involve instructional activities then the Associate Chancellor, Educational Services' signature is also required. If agreements/contracts involve computer hardware/software, communications or tele/video equipment then the District IT Director's signature is also required.

**SAMPLE**

1. **Action Requested:** Authorization for the Chief Financial Officer to (approve, execute, enter into, renew) agreement between the Kern Community College District on behalf of Porterville College and the State of California, Department of Developmental Services.
2. **Background/Purpose/Analysis:** Porterville College to provide a program of instruction including, but not limited to, classrooms and instructors for six or seven individual classes. Three semester modules will run concurrently utilizing two instructors each for a total of six instructors per semester.
3. **Type of Agreement:** Program of Instruction for Psychiatric Technicians at Porterville College
4. **Contractor or Grantee:** State of California, Department of Developmental Services
5. **Contract or Grant No.:** Contract No. PR059012
6. **Term:** July 1, 2005 through June 30, 2006
7. **Fund that financial activity will be accounted for/in:** RP 527
8. **Amount of Agreement:**  Income \$559,254
9. **Bid Process:** N/A

**Public Request for Copies of Written Information  
To Be Discussed at Board Meetings**

- 1) Agendas of public meetings and copies of public records to be discussed at public meetings shall be provided, upon request, to members of the general public including representatives of newspapers, television and radio.
- 2) Copies of public records distributed to Trustees prior to a public meeting for consideration in that public meeting shall be available for public inspection at the District Office at the start of the next business day following such distribution.
- 3) Copies of public records distributed at a public meeting prior to their discussion shall be available for public inspection at the public meeting.
- 4) Copies of public records distributed at the time of their discussion shall be available for public inspection as soon as practicable.
- 5) A fee of five (5) cents per page, payable in advance, may be charged to all persons requesting copies of information pursuant to item one. In the event the requested material exceeds twenty-five (25) pages, an additional fee of five (5) cents per page may be charged for labor.
- 6) Written material to be discussed in closed session, or written memoranda or legal opinions from attorneys or labor negotiators retained by the Board of Trustees whether they are to be discussed in closed **or** open sessions, are not subject to the provisions of [Policy 2C8](#) of the Board Policy Manual. The Board of Trustees, at its discretion, **may** by majority vote provide to the public copies of material discussed in closed session or written memoranda or legal opinions from attorneys and labor negotiators.

Approved by the Chancellor's Cabinet  
May 12, 1981

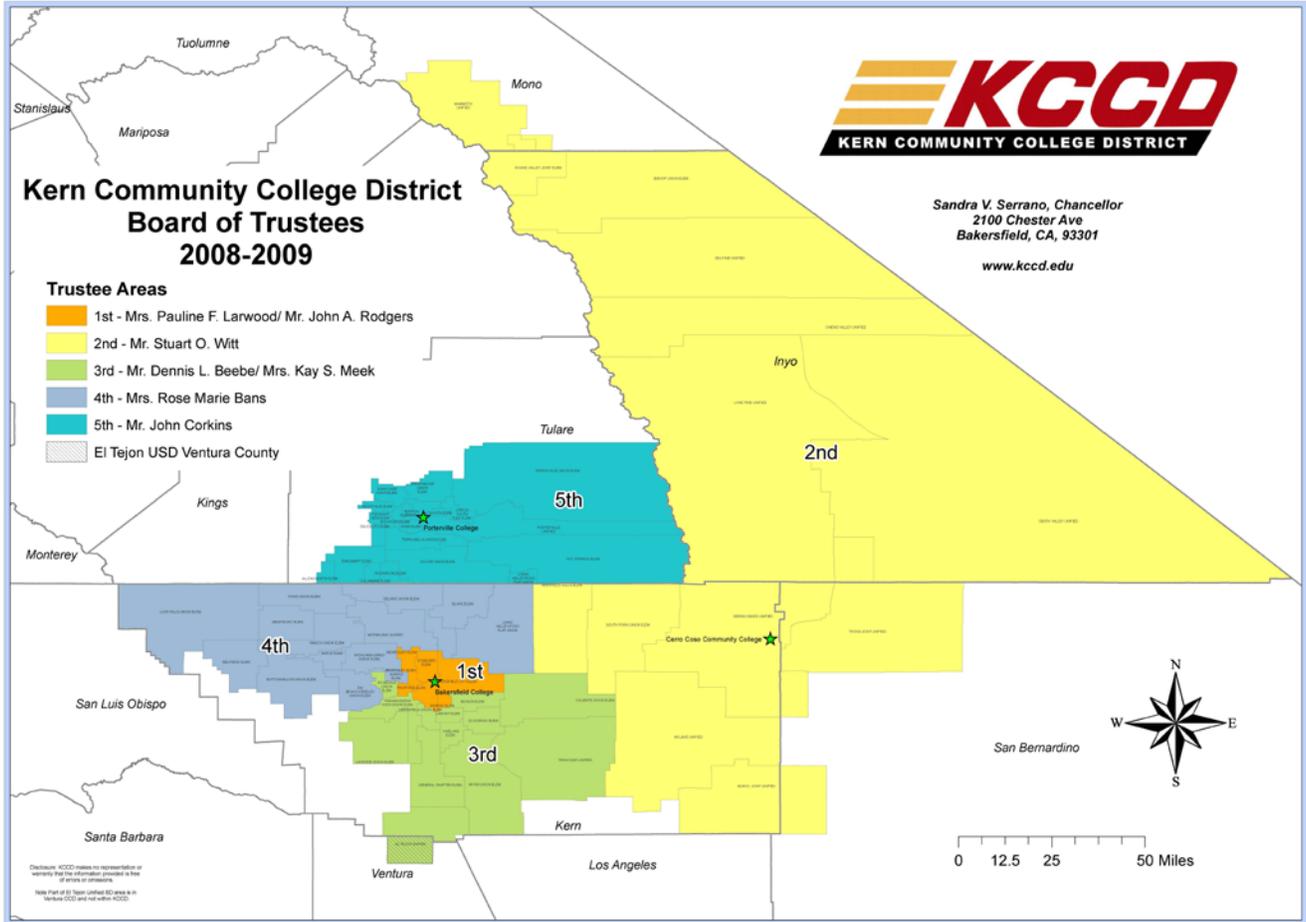
Renumbered August 3, 2006

# Appendix



**Appendix 2B1(a)**

**Kern Community College District  
Trustee Area**



**Appendix 2B1(b)**

**Board Of Trustees**  
**Term Expiration**

Trustee Area	Board Member	Term Expires
Area I	Pauline F. Larwood	2014
	John A. Rodgers	2014
Area II	Stuart O. Witt	2014
Area III	Kay S. Meek	2012
	Dennis L. Beebe	2012
Area IV	Rose Marie Bans	2012
Area V	John S. Corkins	2014

Revised 12/2010

**Appendix 2C1**

**KERN COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
CALENDAR OF MEETINGS  
FISCAL YEAR 2008-09**

FIRST THURSDAY

FORUMS, WEILL INSTITUTE,  
BAKERSFIELD COLLEGE  
2101 "K" STREET MALL  
BAKERSFIELD, CA 93301

REGULAR MEETING DATE	SPECIAL NOTES
JULY 10, 2008*	
AUGUST 7, 2008	
SEPTEMBER 4, 2008**	EASTERN SIERRA COLLEGE CENTER
OCTOBER 2, 2008**	PUBLIC HEARING AND ADOPTION, FINAL BUDGET, 2008-2009 MEETING TO BE HELD AT PORTERVILLE COLLEGE
NOVEMBER 6, 2008	
DECEMBER 11, 2008*	ORGANIZATIONAL AND REGULAR MEETING
JANUARY 8, 2009*	BOARD RETREAT
FEBRUARY 5, 2009**	MEETING TO BE HELD AT DELANO COLLEGE CENTER
MARCH 5, 2009	
APRIL 2, 2009**	MEETING TO BE HELD AT BAKERSFIELD COLLEGE
MAY 7, 2009**	MEETING TO BE HELD AT CERRO COSO COMMUNITY COLLEGE
JUNE 11, 2009*	WORK STUDY SESSION AND ADOPTION, TENTATIVE BUDGET, 2009-2010

\*ALL MEETINGS ARE REGULARLY SCHEDULED ON THE FIRST THURSDAY OF EVERY MONTH UNLESS SO NOTED.  
\*\*EXCEPTION TO REGULAR MEETING PLACE AND/OR MEETING TIME/DATE.

Approved by the Board of Trustees  
December 13, 2007

**KERN COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES  
CALENDAR OF MEETINGS  
FISCAL YEAR 2009-10**

FIRST THURSDAY  
2:00 P.M.

FORUMS, WEILL INSTITUTE,  
2100 CHESTER AVENUE  
BAKERSFIELD, CA 93301

REGULAR MEETING DATE	SPECIAL NOTES
JULY 9, 2009*	
AUGUST 13, 2009*	
SEPTEMBER 11, 2009**	EASTERN SIERRA COLLEGE CENTER
OCTOBER 8, 2009**	PUBLIC HEARING AND ADOPTION, FINAL BUDGET, 2008-2009 MEETING TO BE HELD AT PORTERVILLE COLLEGE
NOVEMBER 5, 2009	
DECEMBER 17, 2009*	ORGANIZATIONAL AND REGULAR MEETING
JANUARY 7, 2010	BOARD RETREAT
FEBRUARY 4, 2010**	MEETING TO BE HELD AT DELANO COLLEGE CENTER
MARCH 4, 2010	
APRIL 1, 2010**	MEETING TO BE HELD AT BAKERSFIELD COLLEGE
MAY 6, 2010**	MEETING TO BE HELD AT CERRO COSO COMMUNITY COLLEGE
JUNE 10, 2010*	WORK STUDY SESSION AND ADOPTION, TENTATIVE BUDGET, 2010-2011

\*ALL MEETINGS ARE REGULARLY SCHEDULED ON THE FIRST THURSDAY OF EVERY MONTH UNLESS SO NOTED.  
\*\*EXCEPTION TO REGULAR MEETING PLACE AND/OR MEETING TIME/DATE.

Approved by the Board of Trustees  
December 11, 2008

# **Section Three**

## **Business Services**

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**Section Three—Business Services  
Governance Processes Relative to the  
District Board Policy Manual  
and Collegial Consultation  
With Academic Senates**

**Employ the Process of Mutual Agreement**

**Policies:** None

**Procedures:** None

**Appendices:** None

**Rely Primarily Upon the Advice and Judgment**

**Policies:** [3A1A7](#) (re: budget process)  
[3A1D](#) (re: budget process)

**Procedures:** None

**Appendices:** None

# Policy

**SECTION THREE**  
**BUSINESS SERVICES**

**3A**    **Fiscal**

**3A1**    Budget (revised April 8, 2010)

**3A1A**    Each year, the Chancellor shall present to the Board a budget, prepared in accordance with Title 5 and the California Community Colleges Budget and Accounting Manual. The schedule for presentation and review of budget proposals shall comply with state law and regulations, and provide adequate time for Board study. See **Procedure 3A1** of this Manual for Budget Preparation Guidelines.

The budget development shall meet the following criteria:

**3A1A1**    The annual budget shall support the District-wide master and educational plans.

**3A1A2**    Budget projections shall address long-term goals and commitments.

**3A1A3**    The annual Budget shall not exceed estimated revenues for the Budget year excluding District-wide or College reserves.

**3A1A4**    The Budget may include a separate request to use District-wide reserves.

**3A1A5**    Assumptions upon which the budget is based are presented to the Board for review.

**3A1A6**    A schedule is provided to the Board by December of each year that includes dates for presentation of the tentative budget, required public hearing(s), Board study session(s), and approval of the final budget. At the public hearings, interested

persons may appear and address the Board regarding the proposed budget or any item in the proposed budget. See [Appendix 3A1B](#) of this Manual for current calendar for development of budget.

District-wide unrestricted general fund reserves shall be no less than five percent (5%). The budgeted unrestricted general fund reserves calculation will be based upon the projected unrestricted expenditures multiplied by five percent (5%). College budgeted reserves will not be considered as part of the District-wide reserves.

### **3A1A7** Purpose of Reserves

The District-wide and College unrestricted general fund reserves are intended to provide resources for cash flow management, unfunded liabilities, risk mitigation, significant emergencies, and a buffer against future budget reductions. The District may incorporate into the annual budget an appropriate level of reserves to provide resources for these purposes. Unless the District is confronted with catastrophic issues, at no time should District-wide reserves fall below the minimum levels contained in 3A1A6. Reserves in excess of these needs may be used for the following purposes:

- a) Provide resources to maintain mission critical educational programs (General Education/Transfer, Developmental Education, and Career Technical Education) and support services.
- b) Provide resources for the expansion, reduction, or restructuring of College/District programs and services.
- c) Provide capital funds to invest in infrastructure that will lower operational costs, improve efficiencies, improve safety/security, and/or enhance the delivery of educational and/or support services.

**3A1A8** Changes in the assumptions upon which the budget was based shall be reported to the Board in a timely manner.

**3A1A9** Budget allocations of funds will be made to the Colleges and District Office and will be reviewed by the Board of Trustees and Chancellor's Cabinet. Generally each College and District Office are allocated a proportional share of the anticipated income based upon size of the College. Procedures for allocation may be reviewed and revised annually.

The Chancellor or designee shall work with representatives of the College Academic Senates and District staff in designing the process for development of the District budget.

**3A1B** College expenditure budgets are prepared under the supervision of the College President or designee. The College President or designee shall work with the College Academic Senate in designing the processes for development of the College budget.

**3A1C** The Colleges and the District Office/Central Services will each establish unrestricted reserves for obligations and contingencies.

**3A1D** If District-wide, College, or District Office/Central Services reserves decline below the level adopted by the Board in the final budget, then Board approval is required.

**3A2** Budget Income (revised February 10, 2011)

**3A2A** All money received by the District, regardless of the source, will be deposited according to Education Code and County requirements. (Education Code Sections 41001-41002)

**3A2B** The administration will establish a procedure for clearly identifying all sources of income. Such delineation with amounts received will be shown on the budget and all income financial reports.

**3A2C** All money collected at any member College for any purpose whatsoever must be turned over to the person in charge of College finance and recorded on the books.

- 3A2D** All money collected for lost or damaged school property and for project supplies, which become property of the student shall be carried on the books of the school treasurer as District funds. All money so collected shall be turned in to the District Business Office. District or student body receipts must be issued as a means of auditing such funds. Sub-receipts need not be issued for library fines.
- 3A2E** The administration is authorized to prepare and submit federal, state, local governmental and/or local private foundation grant applications that further the Kern Community College District's strategic mission. (See **Procedure 3A2E** and **Appendices 3A2E (1 & 2)** of this Manual for Grant Preparation and Submission Procedures and Guidelines.)
- 3A2F** Gifts in serviceable condition and useful to the District, upon recommendation of the administration, may be accepted by the Board of Trustees. Gifts to the Colleges or District valued at \$1,000 (one-thousand dollars) or more shall be presented to the Board of Trustees for approval.
- 3A2G** Gifts to the District Foundation or College Foundations valued at \$1,000 (one-thousand dollars) or more shall be presented to the Board of Trustees for information and acknowledgement.

**3A3** Budget Expenditures *(Revised January 8, 2004)*

- 3A3A** The approved budget is the District plan for expenditures during the fiscal year.
- 3A3B** The adoption of the budget by the Board indicates that approval is given for the purchase of or contracting for goods and services as indicated in the budget. The administration may proceed to procure such items or services as they are needed without further referral to the Board. (Exceptions will be those items requiring formal bids and employment of personnel.) The warrant lists as approved by the Board will ratify such transactions.
- 3A3C** The administration will ascertain that all goods, services, and leases are obtained at the lowest possible competitive prices taking into consideration desired quality and services. This will entail the consideration of all qualified vendors.

Standardization of equipment may be required for efficient maintainability and reliability. See **Procedure 3A3C** of this Manual.

**3A3D** The Chancellor or designee is empowered to act for the board in making purchases or letting contracts for services, supplies, or leases which under the Education Code do not require publishing a notice calling for bids.

**3A3D1** Purchases, services, or leases under published notice calling for bids shall be awarded by the Board. Other transactions shall be submitted for Board ratification through approval of the warrant list.

**3A3D2** To accommodate routine transactions such as minor purchases, postage, freight charges, and purchases from governmental agencies, a revolving cash fund is provided. This fund will be maintained under normal audit procedures and controlled by a fund custodian approved by the Board of Trustees.

**3A3E** Materials may not be purchased or District obligations incurred without an approved purchase order. The District reserves the right to refuse payment of any invoices covering materials not listed on a District purchase order. Such invoices then become the personal obligation of the requisitioner. Under no circumstances should an item be added to a purchase order after it has been issued. Goods must be ordered exactly as the items appear on the order unless an item is to be cancelled, in which case the District Business Office should be immediately notified. The requisitioner is responsible for the exact order, certification, and receipts of goods. Shipping and receiving or designated departments should electronically approve receipt of goods. This will certify that the invoice covering the order is ready for payment by the District Business Office. Request for Purchase Request forms and related procedures are included in **Procedure 3A3C** of this Manual.

**3A3F** Copies of all correspondence with a firm in regard to purchase orders must be filed in the District Business Office.

**3A3G** The College President or designee shall approve all purchase orders which are prepared within the line-staff organization of the College, including reasonable expenditures of District funds to (1) purchase food and beverages as refreshments for

attendees at District-sponsored events which further the legitimate purposes of the District, (2) purchase commemorative awards and gifts in recognition of service to the District by non-employees when the purpose is to promote services to the District and (3) purchase awards for students.

**3A3H** Every effort shall be made to make student body or other extra-curricular activities self-supporting.

**3A3H1** The District may pay for all or part of the cost of uniforms and equipment for bands, orchestra, and athletic teams provided the activity is primarily curricular in nature and is included as a course in the regular class schedule.

**3A3H2** If there is income from gate receipts or other sources sufficient to pay part but not all of the costs of any of the equipment as listed above, the District may make up the deficit. Such requests must be estimated in advance and must be included in the budget.

**3A4** **Budget Control**

**3A4A** The administration will maintain a system of fiscal accounts which will afford an accurate and current analysis of expenditures, encumbrances, and balances for each significant item within the annual budget.

**3A4B** The system will use as its base the requirements of the California Community Colleges Accounting Manual to assure that reports prepared for county, state and federal agencies are meaningful for comparative purposes.

**3A4C** The Board of Trustees shall be given regular budget control reports.

**3A4D** The Chancellor and/or the Assistant Chancellors are authorized agents to sign trustee orders drawn on the funds of the District and these agents shall be bonded.

**3A4E** Two (2) types of trustee orders shall be prepared; namely, payroll orders including employees on both salary and wage basis and orders in payment of invoices. A schedule of trustee orders should show the trustee order number, main budget classification, payee, and the amount of each order and is to be presented for Board approval at each regular meeting.

**3A4F** All income and expenditures are subject to annual audit by a private firm selected by the Board of Trustees.

**3A4G** Use of Credit Cards Issued by the Kern Community College District

**3A4G1 CAL-Cards**

**3A4G1A** CAL-Cards generally will only be issued to District and College Educational Administrators and Classified Managers when their job duties require the regular use of a credit card. CAL-Cards will be issued to non-managers only in cases where there is a compelling business reason and issuance is approved by the District Chief Financial Officer and College President or District Chancellor. (See [Procedure 3A4G](#))

**3A4G1B** CAL-Card applications will be completed prior to issuance. [See Appendix 3A4G(b)]

**3A4G1C** Transactions will be limited to travel, supplies, or equipment.

**3A4G1D** Credit card purchasing limits will be no greater than those authorized for the cardholder.

**3A4G1E** District Office Accounting will issue monthly utilization reports to the District Chief Financial Officer and the College Directors of Administrative Services.

**3A4G2 Bank of America Cards**

**3A4G2A** Generally will only be checked out to District and College staff authorized to initiate transactions by the District Chief Financial Officer.

**3A4G2B** Will be administered by Departments designated by the College Administrative Directors or District Chief Financial Officer.

**3A4G2C** Cards will be checked out on an as-needed basis.

- 3A4G2D** Verification of written purchase requisition will be made prior to checking out the card.
- 3A4G2E** After card use the card and all receipts will be returned to the designated Department.
- 3A4G2F** Transactions will be limited to travel, supplies, or equipment.
- 3A4G2G** Cards should only be used for emergencies or unusual circumstances in which the normal purchase order process cannot be utilized.
- 3A4G2H** Credit card purchasing limits will be no greater than those authorized for the cardholder.
- 3A4G2I** District Office Accounting will issue monthly utilization reports.

**3A4G3 Gas Credit Cards**

- 3A4G3A** Individual gas cards will be assigned to employees assigned a vehicle as part of their employment contract.
- 3A4G3B** Individual pool vehicles will be assigned specific cards and checked out when vehicles are approved for specific District or College use.
- 3A4G3C** Cards will be maintained by the College Administrative Director or Chief Financial Officer for check-out only.
- 3A4G3D** Checked out cards will be returned after each trip with all receipts.
- 3A4G3E** District Office Accounting will issue monthly utilization reports to the District Chief Financial Officer and the College Directors of Administrative Services.

**3A4H** All postage stamps and envelopes shall be used for official College business only. Such materials shall be under the supervision of the College administration.

**3A5** **Investments**

**3A5A** Excess funds of the District shall be invested by the Chancellor or his designee as directed by the Investment Committee. The Investment Committee will consist of the Board of Trustees.

**3A5B** All funds will be held in the name of the Kern Community College District and will be invested in accordance with California Government Code Section 53600 et seq. Permissible investments include the following:

- U.S. Treasury notes, bonds and bills
- Registered warrants, treasury notes and bonds of the State of California
- Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California
- Obligations issued by, or fully guaranteed as to principal and interest by the Federal National Mortgage Association or instruments issued by a federal agency
- Bankers acceptances which are eligible for purchase by the Federal Reserve System
- Rated commercial paper (A1 or P1)
- Negotiable certificates of deposit
- Repurchase agreements and reverse repurchase agreements with Master Agreement under California law
- Medium-term notes with a maximum of five (5) years maturity issued by U.S. Corporations and rated A or better
- Money market mutual funds meeting criteria prescribed in California Government Code Section 53601 (k)
- Local Agency Investment Fund (State Pool)
- Passbook Savings Account Demand Deposits
- Interest-bearing demand deposits with the County of Kern Auditor-Controller

**3A5C** Investments will be selected based on the criteria which is prioritized as follows:

- Safety--The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. The primary objective is to

protect, preserve and maintain intact amounts invested under this policy.

- Liquidity--Liquidity refers to the ability to dispose of investments at any moment in time with a minimal chance of losing some portion of principal or interest. An adequate percentage of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. No investment shall be for a term greater than five (5) years, unless specifically authorized by the Board of Trustees as provided in Section 53601 of the California Education Code.
- Yield--Yield is the potential dollar earnings an investment can provide.

**3A5D** The Chancellor or his designee shall render a monthly report to the Board of Trustees of all outstanding investments and investment transactions for the month including the additional information specified by California Government Code Section 53646.

**3A5E** Securities purchased from brokers/dealers may be held by the broker/dealer provided that the total principal and interest of all securities held for the account of the Kern Community College District by each broker/dealer does not exceed the amount of the individual account insurance coverage carried by the broker/dealer. In the absence of adequate insurance coverage, securities shall be held in third party safekeeping by the trust department of a designated bank in the name of the Kern Community College District.

**3A5F** Security purchases and holdings shall be maintained within statutory limits imposed by the California Government Code. Current limits are: Bankers acceptances--forty percent (40%), Section 53601 (f); Commercial paper--thirty percent (30%), Section 53601 (g); Negotiable certificates of deposit--thirty percent (30%), Section 53601 (h); Medium-term notes--thirty percent (30%), Section 53601 (j); Money-market mutual funds--fifteen percent (15%), Section 53601 (k).

**3A6** **Subsidiary Services**--Subsidiary services are those auxiliary operations which are provided to support the instructional function of the Colleges.

**3A6A** **Bookstore**

**3A6A1** Bookstores shall be under the supervision of the College Presidents. Operational responsibilities may be delegated to appropriate officers of the respective Colleges.

**3A6A2** Books, materials, and supplies that students are required to buy as a part of the classroom instruction may be purchased at the College bookstore. No books, materials, or supplies are to be sold directly to students by staff. Off-site bookstore operations shall be conducted by the College bookstores as necessary.

**3A6A3** Net proceeds derived from the operation of the College bookstores shall be used for the establishment and maintenance of adequate operating reserves for the bookstores and for the benefit of a student development program. See **Procedure 3A6A3** of this Manual for the Definition and Allocation of Net Proceeds. *(Added June 1, 1995)*

**3A6B** **Cafeteria**

**3A6B1** Cafeterias shall be under the supervision of the College Presidents. Operational responsibilities may be delegated to appropriate officers of the respective Colleges.

**3A6C** **College-Sponsored Events** *(Added June 1, 1995)*

**3A6C1** College-sponsored events are those events which are funded in whole or in part by the College or are associated with the College name by permission of the College President. College-sponsored events, including athletic events, shall be under the supervision of the College Presidents. Operational responsibilities may be delegated to appropriate officers of the respective Colleges.

**3A6C2** Extra-curricular activities are those activities which enhance but may not directly relate to the instructional program. Extra-curricular activities determined by the College President or designee to not be a part of the regular College program shall be self-supporting.

**3A6C3** Net proceeds generated from College-sponsored events, including College-operated concessions and gate receipts, shall be used to fund the costs of co-curricular programs. Co-curricular programs are those activities which occur outside of the classroom but which support the instructional program. Each College shall adopt procedures for allocating all College-sponsored event net proceeds to its co-curricular programs. The income and expense allocations shall be incorporated into the respective College budgets to be approved and adopted by the Board of Trustees.

**3A7** Library--See **Procedure 3A7** of this Manual for procedures on the selection of library materials. (*Revised June 1, 1995*)

**3A7A** The basic responsibility for the acquisition or withdrawal of library materials rests with the College President or designee.

**3A7B** The head librarian at each College has the primary responsibility for the withdrawal of obsolete and/or damaged materials from the library collection.

**3A7C** Materials shall be disposed of in a manner which may be economically feasible and may be beneficial to groups, institutions, and individuals.

**3A8** Auxiliary Organizations (*Revised June 1, 1995*)

**3A8A** Auxiliary organizations are entities whose purpose is to provide supporting services to the Colleges or District. They may be formed by the Board of Trustees pursuant to the Education Code, California Administrative Code, Title 5, and Board of Trustees-approved implementing regulations and shall require:

**3A8A1** That a recommendation is submitted to the Board of Trustees by the Chancellor when the organization will serve the District; or by the Chancellor on behalf of a College President when the organization will primarily serve a particular College;

**3A8A2** Prior to the recognition of an Auxiliary Organization, a public hearing on the recommendation will be held at a time, place, and

in the manner determined by the Board of Trustees;

- 3A8A3** The approval of the establishment of the Auxiliary Organization by the Board of Trustees. Approval by the Board of Trustees shall include a designation of the recognized services, programs, and functions and an identification of the number and category or categories of members of the Board of Directors of the Auxiliary Organization; and
- 3A8A4** The approval of a written agreement between the District and the auxiliary organization under which one (1) or more of the services, programs, or functions are to be performed.
- 3A8B** Each Auxiliary Organization may occupy, operate and use District facilities and property at its respective College site separately or jointly with the District.
- 3A8C** The Auxiliary Organizations shall use the facilities and property only for those services and functions which are consistent with the policies, rules, and regulations, which have been or may be adopted by the Board of Trustees of the Kern Community College District.
- 3A8D** The right to use any of the District facilities or equipment shall cease upon written notice by the District Chancellor that the facilities are needed for the exclusive use of the District.
- 3A8E** The independent certified public accounting firm retained to audit the District will also audit the Auxiliary Organizations. The costs of the additional services may be paid by the Auxiliary Organizations.
- 3A8F** The Auxiliary Organizations shall be included in the District's insurance policies for all regular functions. When special events are sponsored by an Auxiliary Organization, separate insurance coverage may be required by the District.
- 3A8G** The Auxiliary Organizations shall not enter into any transaction concerning real property without the prior approval of the Board of Trustees.
- 3A8H** The Auxiliary Organizations shall not permit anyone else to use the District facilities or any part thereof without written permission of the Board of Trustees.

**3A9** **Bids and Contracts.** [See **Procedure 3A9(a-b)** of this Manual for the procedures for bids and contracts and the Independent Contractor Checklist.] (*Revised February 2, 2006*)

**3A9A** The Board delegates to the Chancellor or designee the authority to enter into contracts on behalf of the District and to establish administrative procedures for contract awards and management, subject to the following:

**3A9A1** Contracts are not enforceable obligations until they are ratified by the Board.

**3A9A2** Contracts for work to be done, services to be performed or for goods, equipment or supplies to be furnished or sold to the District that exceed the amounts specified in Public Contracts Code Section 20651 shall require prior approval by the Board.

**3A9A3** When bids are required according to Public Contracts Code Section 20651, the Board shall award each such contract to the lowest responsible bidder who meets the specifications published by the District and who shall give such security as the Board requires, or rejects all bids.

**3A9B** If the Chancellor or designee concludes that the best interests of the District will be served by pre-qualification of bidders in accordance with Public Contracts Code Section 20651.5, pre-qualification may be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.

**3A9C** If the best interests of the District will be served by a contract, lease, requisition or purchase order through any other public corporation or agency in accordance with Public Contracts Code Section 20652, the Chancellor or designee is authorized to proceed with a contract.

**3A10** **Insurance** (*Revised June 1, 1995*)

**3A10A** The District shall be a member of the Self-Insured Schools of Kern Property and Liability Program (SISK-II). SISK-II provides policies of insurance against losses and perils for student accidents, property and fire damage, damage and liability cases.

**3A10B** A comprehensive crime policy covering employee dishonesty, depositors forgery and inside and outside crime shall be obtained through SISK-II.

**3A11 Fiscal Accountability** *(Revised June 1, 1995)*

**3A11A** The Chancellor, Assistant Chancellor, Business Services, and Internal Auditor are delegated the authority to implement the procedures required to properly administer technical duties relative to fiscal responsibility formerly performed by the County Superintendent or designee.

Procedures for implementing this policy are detailed in **Procedure 3A11A** of this Manual.

**3A12 Claims Against the Kern Community College District** *(Added November 6, 2003)*

**3A12A** Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with Title 1, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code.

**3A12B** Claims must be presented according to this policy as a prerequisite for filing suit against the District. Claims that are subject to the requirements of this policy include, but are not limited to, the following:

**3A12B1** Claims by public entities, claims by the state department or agency, or by another public entity.

**3A12B2** Claims for: fees, salaries or wages, mileage or other expenses and allowances

**3A12C** The designated place(s) for service of claims, lawsuits or other types of legal process upon the District is/are:

Claim	Learning Services Center	Bakersfield College	Porterville College	Cerro Coso College
Student Records	Front Receptionist	Enrollment Services Campus	Admissions and Records Campus	Admissions and Records Campus
Employees Records	Front Receptionist	Human Resources Campus	Human Resources Campus	Human Resources Campus
District/College	Front Receptionist	Learning Services Center	Learning Services Center	Learning Services Center

**3B Facilities and Equipment** *(Revised May 10, 2007)*

**3B1** Use of Facilities--The public use of the facilities, equipment and services, (hereinafter sometimes referred to as property) of the Kern Community College District should be made available for community purposes when under the supervision of responsible persons. Public use must be within the policy guidelines adopted by the Board of Trustees, provided that such use does not interfere with the educational program of the College(s). Procedures shall be developed which include priorities for use, application, a fee schedule, and the method of payment for the use of District/College-managed facilities, grounds, and equipment. See [Procedure 3B1\(a\)](#) of this Manual for Guidelines for Use of District/College Property/Facilities. See [Appendix 3B1\(a\)](#) of this Manual for the Application and Agreement for Use of District Property form and [Appendix 3B1\(b\)](#) of this Manual for Kern Community College District Facility, Equipment, and Service Fee Schedule.

**3B1A** Request for use of District/College facilities, equipment, and services for public use must be submitted on the Application and Agreement for Use of District Property form by the applicant [see Appendix 3B1(a)]. The request application form, fees, if applicable, estimated attendance, and the name of the official representative/contact person must be submitted to the District/College thirty (30) working days prior to the requested dates for use of the facility. A District/College representative will respond within ten (10) working days of receipt of a completed application for use of facilities, equipment, and services.

**3B1B** Statutes on the use of District/College property for public purposes in Education Code Sections 82537, 82542, 82544 and 82548 are policy as if set forth herein.

- 3B1C** Use and occupancy of College property shall be primarily for the educational programs of the District. Any authorized use or occupancy of the property for other than College purposes shall be secondary and subordinate to this primary purpose.
- 3B1D** Any permit may be revoked without previous notice where conflicting days have resulted or where need of the property for District/College purposes have subsequently developed. Permits may be revoked for other causes at any time upon reasonable notice. Permits are not transferable.
- 3B1E** District/College furniture or apparatus may not be removed or displaced by any applicant without permission from and under the supervision of the District/College employee in charge.
- 3B1F** When a facility is to be used, full details of services and equipment must be furnished in advance. A District/College supervisor will be required. Personnel may be furnished by the District/College, and in some circumstances, District/College personnel will be required. All other personnel used by the applicant in staging its show are to be employed and paid by the applicant.
- 3B1G** There shall be no smoking in the District/College buildings, nor shall intoxicants or narcotics be used, nor shall profane language, quarreling, or gambling be permitted. Alcoholic beverages are prohibited except as provided for in the law, state regulations, and sections within this policy. Violations of this policy or any other regulation of this type during occupancy shall be sufficient cause for:
- immediate revocation of permit,
  - immediate suspension of the activity,
  - removal of all participants from the facility, and
  - the denial of further use of District/College premises to the applicant.
- 3B1H** Programs offered on District/College premises shall at no time contain matter, which might tend to cause a breach of the peace.
- 3B1I** Proof of adequate supervision for any event must be provided by facility use applicant. The Chancellor, College President, or designee shall judge adequacy.

- 3B1J** The District/College employee in charge of facilities is to preserve order, protect the District/College property, and carry out the provisions, intents, and purposes of this policy.
- 3B1K** If free use is granted the meeting shall be non-exclusive and shall be open to the public.
- 3B1L** The Chancellor or College President may deny the use of District/College facilities if the meeting or event is deemed to be an interference with the educational functions of the District/College.
- 3B1M** The use of campus facilities for fund-raising by a community group or special promoter must be approved by the Chancellor, College President or designee. The request for use of these facilities must include plans for parking, security, and supervision.
- 3B1N** District/College-managed equipment may be removed from District/College property by students or staff members only when such equipment is necessary to accomplish tasks arising from their District/College-approved activities or job responsibilities. In all cases where equipment is removed from the campus, prior approval must be secured from the appropriate administrator. Use of District/College equipment, both on and off campus, for personal use is prohibited.

**3B2** **Maintenance**--Facilities and equipment of the Kern Community College District shall be properly maintained.

- 3B2A** The Board of Trustees shall review annually maintenance schedules for each College including, but not limited to, roofing, painting, parking, and walkway areas.
- 3B2B** The College President or designee is responsible for the maintenance of equipment and facilities.

**3B3** **Facilities Planning and Acquisition**--The purpose of providing facilities is to promote planned instructional programs and services.

- 3B3A** Major facility planning is accomplished through requirements of the Community College Construction Act. The Board of Trustees will adopt annually the priority list of projects to be included therein, including the architect designated to design the projects.

**3B3B** Capital outlay construction projects provided by general fund monies shall be completed according to a priority listing approved by the Chancellor.

**3B3C** The Board of Trustees must approve the architects for any project that requires bidding.

**3B3C1** The Board of Trustees may appoint an architectural firm to perform all services for a campus. The selection will be based on architectural performance both past and present, experience, ability to communicate and access to the principal architects.

**3B3D** **Change Orders**--No changes in building plans or specifications are to be made before a change order is properly completed and approved by the Board of Trustees.

**3B4** **Naming District/College Properties, Facilities, and Programs**  
(Revised December 17, 2009)

**3B4A** The naming of District/College properties, facilities, and programs as defined in Policy 3B4B requires the approval of the Board of Trustees of the Kern Community College District.

**3B4B** **Definitions**

1. The term "facilities" includes, but is not limited to, buildings, rooms, interior spaces, streets, courts, athletic fields, open spaces, forests, and all other areas and properties owned, operated, or controlled by the Kern Community College District.
2. The term "program" includes colleges, departments, institutes, centers, and other units operated or controlled by District/College functions.

**3B4C** The Chancellor or designee shall be responsible for developing procedures for the naming of properties, facilities, or programs in accordance with Kern Community College District Board Policy 3B4. Such procedures will employ the advisories of appropriate District/College consultation groups. See **Procedure 3B4** of this Manual for procedures related to Naming District/College Properties, Facilities, and Programs [California Education Code, Section 70902(b)(6)].

**3B4D** Recommendations for naming properties, facilities, and programs shall be submitted by the College President to the District Chancellor for consideration. The Chancellor reserves the right to make certain decisions related to the naming of District/College properties, facilities, and programs and shall make recommendations to the Board of Trustees for action.

**3B4E** Proposals for naming District/College properties, facilities, and programs shall be considered individually on the proposal's own merits. No commitment or public announcement regarding a proposed name shall be made prior to the Board of Trustees' approval. The Kern Community College District Board of Trustees reserves the right to accept or reject any recommendation related to naming.

**3B4F** Proposed names of a District/College property, facility, or program must meet at least one of the following criteria:

1. Designate the function of a property, facility, or program.
2. Reflect natural or geographical features.
3. Honor an individual or organization for making a significant contribution to the District/College.
4. Honor individuals who have attained achievements of extraordinary and lasting distinction who have had direct, substantial, and active association with the District/College.

3B4F4(a) A former employee, Board of Trustees member, or Board of Governors member must be retired at least three (3) years. A former employee, Board of Trustees member, or Board of Governors member may be deceased.

5. Honor individuals who have a record of scholarship, creativity, leadership, humanitarian service, or public service.
6. Honor benefactors, defined as individuals, corporations, and other organizations, who have made substantial financial contributions to the District/College.

**3B4G** Proposed names shall not confuse the public about location or function of the designated property, facility, or program,

but rather should enhance a visitor's ability to identify, locate, and use it.

**3B4H** Names of District/College properties, facilities, and programs which are in use as of July 1, 2008 shall continue to be used unless the Board of Trustees takes action to re-name the property, facility, or program as defined in Policy 3B4I.

**3B4I** Naming of properties, facilities, or programs shall be in perpetuity except as set forth in Policies 3B4I1 and 3B4I2.

**3B4I1** The Board of Trustees of the Kern Community College District reserves the right to re-name a property, facility, or program in extenuating circumstances. Extenuating circumstances are defined as:

a. Where events or information available subsequent to the approval of the designation mean that identification with the designation constitutes a significant and continuing challenge to the District/ College reputation.

b. Where a benefactor has not met the conditions of a pledge commitment.

**3B4I2** Replacement or substantial renovation of a property, facility, or program shall be considered the end of the useful life of the property, facility, or program. A named property, facility, or program will retain that name for the useful life of the property, facility, or program or until there is a change in the designated use or activity of the property, facility, or program unless one (1) or more of the following conditions exist.

a. A property, facility, or program is named for a term of years.

b. An exception is made by the Board of Trustees based upon the recommendation of the Chancellor.

**3B4J** The District/College shall maintain a file of all District/College properties, facilities, and programs with approved names.

### **3B5**    Operations

**3B5A**    The assignment of all building or room master keys shall be the responsibility of the College President or designee. They may be assigned only to authorized College personnel.

**3B5B**    On all occasions where the Flag of the United States and the Flag of the State of California are displayed on College premises, federal and State rules on flag etiquette and procedures shall be strictly observed. It is the responsibility of each College to ensure that the Flag is treated with respect and handled with reverence at all times in accordance with regulations and policies of the Education Code and the Board of Governors of the California Community Colleges.

**3B5C**    The Flag of the United States and the Flag of the State of California shall be prominently displayed at each member College and at the District headquarters. Both flags shall be prominently displayed at all open air performances. No other flags shall be displayed on the official campus flagpole.

**3B5D**    The national flag shall not be a vehicle for the expression of political, social, or economic philosophy. Nothing in past custom and usage or existing statutes or regulations authorizes the District to lower the flag to express approval or disapproval of the popular cause of the day. Determination regarding the flying of the flag at half-mast at the member Colleges of the District shall be made either by Congressional, Presidential or Governmental decree in the case of national or statewide proclamations, or by the Board of Trustees or the Chancellor in all other instances.

### **3C**    Travel and Transportation *(Revised May 10, 2007)*

#### **3C1**    Student Transportation

See Policy 4B7, for Student Field Trips, Excursions, and Transportation.

(See Procedures 3C1(a-b) of this Manual for Meals and In-State Travel Allowances for Athletes.)

#### **3C1A**    Waiver of Claims by Participants

All persons making the field trip or excursion shall be deemed to have waived all claims against the District or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All student participants of a field trip or excursions shall sign a statement

waiving such claims. All adults taking out-of-state field trips or excursions and all parents or guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims.

### **3C2** In-Lieu Payments for Students Commuting From Remote Areas

**3C2A** In-lieu of transportation, payments will be made as provided by law (California Education Code Section 76160).

### **3C3** Staff Conferences and Meetings

**3C3A** Employees who are authorized and directed by the Chancellor or designee to attend educational conferences or meetings may be reimbursed for expenses incurred. Out-of-country travel requires Chancellor or designee approval. See [Procedure 3C3A\(a\)](#) of this Manual for forms and procedures for attendance of conferences and meetings and for expense reimbursement.

**3C3B** The most economical mode of transportation should be used. When a school car is not available and travel by private automobile is authorized, mileage shall be paid to the owner of the vehicle at the Board approved rate, mileage will be based upon most direct route. Receipt for commercial transportation shall be submitted with claim.

The Board approved rates for mileage reimbursements shall be the same as the guidelines used by the federal government (IRS).—See [Procedure 3C3B](#) of this Manual for the Agreement for Use of Private Automobile on School Business form.

### **3C4** Staff Transportation

**3C4A** Employees whose duties necessitate in-district travel shall be paid for meals in accordance with the guidelines in [Procedure 3C4A](#) and for the use of their cars at the Board approved mileage rate described in [Policy 3C3B](#). Itemized claim statements must be presented to ensure payment of claims. (See [Procedure 3C4A](#) of this Manual for the In-District Travel Expense Claim form and General Guidelines and [Procedure 3C3B](#) of this Manual for the Agreement for Use of Private Automobile on School Business form.)

**3C4B** Private vehicles used for District business must be properly insured, currently registered, in safe and reliable working condition and appropriate for the intended use. The employee

shall certify that his/her automobile has public liability, property damage, and medical insurance, with coverage amounts at least in accordance with the minimum requirements of the State of California.

**3C4C** Employees or students using either District or private vehicles for District business must be properly insured and licensed. (See [Policy 4B7](#) for student transportation policies.)

### **3D** General Management

**3D1** Emergency Procedures--Each College shall prepare general guidelines for emergency situations.

**3D1A** The College President is responsible for the establishment of fire safety regulations to be used in the event of a fire. (Education Code Sections 32000-32004)

**3D1B** The College President is responsible for the establishment of safety procedures in the event of an earthquake.

**3D1C** The College President is responsible for the development of a plan of action dealing with bomb threats and/or possible explosions. This plan must be reported in writing to the Chancellor.

**3D2** Publications (*Revised May 19, 1994*)

**3D2A** Regulations established by the College President shall govern publication and distribution of official publications, signs, posters, handbills, books, magazines, newspapers, and recruitment materials.

**3D2B** Publications of a sectarian, partisan, or denominational character may be issued and distributed for sectarian, partisan, or denominational purposes provided that such activity is carried on in a manner which does not impede the orderly conduct of College classes and programs and shall be subject to rules and regulations of the Board of Trustees. No publication which advocates the commission of an unlawful act may be issued or distributed under this section. (Education Code Section 76120)

**3D3** Retention and Destruction of Records (*Added May 19, 1994*)

**3D3A** Records are all books, papers, data processing output and documents of the District.

**3D3B** Records shall be retained and disposed of according to law and regulations.

**3D3C** The Chancellor or designee annually shall review and classify records of the District. See **Procedure 3D3(a)** of this Manual for Classification of Records.

**3E** **Information Technology** *(Revised July 9, 2009)*

**3E1** **Computing and Network Use**

**3E1A** The Kern Community College District shall provide computing and network resources that benefit faculty, staff, and students and support the instructional and administrative activities of the Colleges and the District. The District is committed to policies which promote the mission of the Colleges and encourage respect for the rights of individuals. These policies shall apply to all individuals using College and District computing and network resources, regardless of access method.

**3E1B** Computing and network resources and all user accounts provided by the Kern Community College District are the property of the Kern Community College District. Access to College/District computing and network resources is a privilege that may be wholly or partially restricted by the Kern Community College District without prior notice and without the consent of the user if required by and consistent with policy or law, when there is substantiated reason to believe that violations of policy or law have taken place, or, in exceptional cases, when required to meet time-dependent, critical operational needs.

**3E1C** Employees have no privacy whatsoever in their personal or work-related use of District computers, electronic devices, network and other electronic information resources or to any communications or other information in Kern Community College District computing and network systems or that may be transmitted through Kern Community College District computing and network systems.

**3E1D** Kern Community College District retains the right, with or without cause, and with or without notice to the employee, to remotely monitor, physically inspect or examine Kern Community College District computers, electronic devices, network or other computing and network resources and any communication or information stored or transmitted through Kern Community College District computing and network

resources including but not limited to software, data, image files, Internet use, emails, text messages and voicemail. Kern Community College District shall exercise this right only when required by and consistent with policy or law, when there is substantiated reason to believe that violations of policy or law have taken place, or in exceptional cases, when required to meet time-dependent, critical operational needs.

**3E1E** Use of computing and network resources must be for activities related to the mission of the Colleges and the District. Computing and network resources are to be used in an effective, efficient, ethical, and lawful manner.

**3E1F** Use of computing and network resources imposes responsibilities and obligations on the part of users. Users are expected to demonstrate respect for intellectual property, data ownership, system security, individuals' rights to access information, and freedom from intimidation or harassment. (See **Procedure 3E1C(a)** of this Manual for Computing and Network Use Prohibitions; **Policy 3E4** of this Manual for Information Technology Security Policy; **Policy 3E3** of this Manual for Email Policy; Procedure **3E1C(b)** of this Manual for Computer Software Use Procedures; and **Appendix 3E1C** of this Manual for the Software Registration form.)

**3E1G** Computing and network use shall be consistent with the educational, academic, and administrative purposes of the Colleges/District and shall respect the rights of individuals.

**3E1H** The Colleges may develop and implement procedures related to college computing and network use. (See **Procedure 3E1F** of this Manual for College Computing and Network Use Procedures.)

**3E1I** Sanctions for violation of the District/College Computing and Network Use Policies or Procedures may be imposed.

Sanctions may range from a warning, to restriction of use, to disciplinary action, and/or legal action.

**3E1J** Definition of Kern Community College District Computing and Network Resources includes, but is not limited to:

Any computer, including a laptop computer, that is:

- Owned, leased, or rented by the Kern Community College District

- Purchased with funds from a grant awarded to the Kern Community College District
- Borrowed by the Kern Community College District from another agency, company, or entity

Any electronic device other than a computer that is capable of transmitting, receiving, or storing digital media and is:

- Owned, leased, or rented by the Kern Community College District
- Purchased with funds from a grant awarded to the Kern Community College District
- Borrowed by the Kern Community College District from another agency, company, or entity

Electronic devices include, but are not limited to:

- Telephones
- Cellular Telephones
- Push-to-Talk Radios
- Pagers
- Radios
- Digital Cameras
- Personal Digital Assistants such as Palm Pilots and Smart Phones
- Portable storage devices such as USB thumb drives
- Portable media devices such as iPods and MP3 players
- Printers and copiers
- Fax machines

Any component that is used to build or support the Kern Community College District network including, but not limited to:

- Routers
- Switches
- Servers
- Enterprise Storage Systems
- Microwave Components
- Firewalls
- Cabling Infrastructure
- Wireless Access Points and Controllers
- Telephone Switches
- Voicemail Systems
- Network Management and Monitoring Systems

**3E2** Attaching Outside Agencies to the District Wide Area Network (WAN)

**3E2A** The Kern Community College District (KCCD) may attach outside agencies to the District Wide Area Network (WAN) when such attachments are mutually beneficial, and consistent with the purposes of the District and its Colleges. These agencies may include, but are not limited to, school districts, hospitals, and police and fire departments.

**3E2B** The proposal to attach to the District WAN shall be put in the form of a written agreement or contract, and approved by the Board of Trustees or its designee.

**3E2C** Written proposals will follow the Procedures for implementing these Policies. [See **Procedure 3E2E** of this Manual for Attaching Outside Agencies to the District-wide Area Network (WAN).]

**3E3** Electronic Mail Policy (See **Procedure 3E3** of this Manual for the Electronic Mail Procedure and **Appendix 3E3** for References and Definitions Pertaining to Electronic Mail.) (Added August 3, 2000)

**3E3A** The Kern Community College District (KCCD) recognizes that principles of academic freedom, freedom of speech, and privacy of information hold important implications for electronic mail and electronic mail services. There is, however, no absolute right to such privacy provided by law; information retained on, or transmitted via, an employer's computer systems is considered the property of the employer.

**3E3B** KCCD encourages the use of electronic mail and respects the privacy of users. It does not routinely inspect, monitor, or disclose electronic mail without the holder's consent. Subject to the requirements for authorization, notification, and other conditions specified in the accompanying Procedure, KCCD may deny access to its electronic mail services and may inspect, monitor, or disclose electronic mail (a) when required by and consistent with law; (b) when there is substantiated reason to believe that violations of law or of KCCD policies have taken place; (c) when there are compelling circumstances; or (d) under time-dependent, critical operational circumstances.

**3E4**     Security Policy (Added July 9, 2009)

**3E4A**     Introduction

Kern Community College District has an obligation to ensure that all Information Technology data, equipment, and processes in its domain of ownership and control are properly secured. This obligation is shared, to varying degrees, by the Colleges and their Centers and every employee of the Kern Community College District. Meeting this obligation is critical to achieving Kern Community College District's mission of providing outstanding educational programs and services that are responsive to our diverse students and communities.

In order to carry out its mission, Kern Community College District shall provide secure yet open and accessible Information Technology resources to all employees and students. Toward this end, Kern Community College District will strive to balance its Information Technology Security Program efforts with identified risks that threaten the availability and performance of mission critical computing and network resources.

Kern Community College District shall ensure that the use of Information Technology resources complies with the appropriate Kern Community College District policies and procedures and applicable Federal and State regulations.

**3E4A1**     Definitions

- a. Information Technology Resources: people, processes, and technology needed to deliver Information Technology services (Banner, e-mail, online classes, etc.) to Kern Community College District employees and students.
- b. Computing and Network Resources: any and all technology (servers, personal computers, applications, laptops, routers, etc.) that make up Kern Community College District's vast Information Technology operation.

**3E4B**      Scope of Information Technology Security

**3E4B1**      Information Technology Security Defined

Information Technology Security is defined as the state of being relatively free of risk. This risk concerns the following categories of losses:

- a. Confidentiality of Information Technology data or privacy of personal data and college data
- b. Integrity or accuracy of personal data and college data stored in Information Technology systems
- c. Information Technology assets which include Information Technology systems, networks, facilities, programs, documentation, and data
- d. Personal and college data stored in Information Technology systems

Information Technology Security is also viewed as balancing the implementation of security measures against the risks that have been identified and weighted against the effective operation of the Kern Community College District.

**3E4B2**      Domains of Information Technology Security

Kern Community College District's Information Technology Security shall deal with the following domains of security:

- a. Computer Systems' Security: servers, workstations, applications, laptops, mobile devices, operating systems, and related peripherals used by Kern Community College District employees and students
- b. Network and Communications Security: all equipment, people, and processes in place to operate Kern Community

College District's network and communications infrastructure

- c. Physical Security: premises occupied by Information Technology personnel and core (not end-user) Information Technology equipment such as servers, routers, and switches
- d. Operational Security: environmental systems such as HVAC, power, and other related operational systems

**3E4B3**

Information Technology Security Program

Kern Community College District shall have an Information Technology Security Program comprised of the following components:

- a. A framework for classifying, reviewing, and updating Kern Community College District's Security risk posture (Risk Assessment)
- b. A framework for identifying location, type, sensitivity, and access requirements for all data residing anywhere within the Kern Community College District
- c. Documentation of Information Technology Security Program roles, responsibilities, processes, and architecture
- d. A plan for identifying, prioritizing, and addressing applicable Federal, State, and other legal compliance requirements
- e. Appropriate Information Technology Security policies, procedures, and guidelines
- f. An Information Technology Security Awareness and Information Dissemination plan

- g. A plan for identifying, validating, prioritizing, implementing, and auditing Information Technology security technology initiatives needed to effectively secure Kern Community College District's Information Technology operations

### **3E4C** Roles and Responsibilities

- 3E4C1** Within the context of Information Technology Security, all Kern Community College District employees and students are responsible to some degree for safeguarding the Information Technology resources they use. Equally, all Kern Community College District employees and students are expected to comply with all Kern Community College District Information Technology Security policies and related procedures.
- 3E4C2** The Information Technology Managers from the three Colleges and the District Office are responsible for Information Technology Security throughout Kern Community College District.
- 3E4C3** Kern Community College District's Director, Information Technology is responsible for carrying out Kern Community College District's Information Technology Security Program as outlined in 3E4B3
- 3E4C4** Appropriate College and District-wide committees shall have the opportunity to provide input on the development of Information Technology Security policies and procedures.

### **3E4D** Sanctions

- 3E4D1** Violations of this policy are subject to the established Kern Community College District disciplinary processes as outlined in Kern Community College District Board Policy and Kern Community College District employee contracts.

Acknowledgements: Kern Community College District acknowledges Murdoch University of Perth, Western Australia ([www.murdoch.edu.au](http://www.murdoch.edu.au)), and the University of Minnesota ([www.umn.edu](http://www.umn.edu)) for allowing Kern Community College District to use their Information Technology Security policy material.

**3E5** **Wireless Communication Devices** *(Added December 17, 2009)*

**3E5A** Introduction

**3E5A1** The Kern Community College District recognizes that certain specific job functions require the use of wireless communication devices to conduct official business. When the job duties of an employee require the use of a wireless communication device to conduct District business, the Chancellor or President may provide the employee with a wireless communication device or allowance. (See **Procedure 3E5**)

**3E5B** Use

**3E5B1** No personal calls may be initiated or received on District issued devices. Personal use may result in disciplinary action.

**3E5B2** Use of wireless communication devices is prohibited while driving District vehicles and while driving any vehicle during the course or scope of employment. There are no exceptions, including hands-free devices.

**3E5B3** Any personal use of wireless communication devices, including text messaging, during scheduled work hours shall be kept to a minimum or made on the employee's own time.

**3E5C** Issuance

**3E5C1** If an employee receives a District allowance, the allowance will be taxable income to the employee.

**3E5C2** If the District-issued wireless communication device is lost, damaged, or stolen, the employee is responsible for notifying the Help Desk immediately to prevent unauthorized use of the wireless communication device.

**3E5C3** The District or College-issued wireless communication devices will be returned if the employee discontinues employment with the District or College.

**3E5D** Definition

**3E5D1** Wireless communication devices include:

- Pager
- Push-to-Talk
- Cell Phone
- Push-to-Talk with Cell Service
- SmartPhone

# Procedure

## **Budget Preparation**

Guidelines will include the following:

1. A statement of philosophy that includes that budget planning supports institutional goals and is linked to other institutional planning efforts.
2. A budget calendar that includes presentation of the tentative and final budgets. The tentative budget shall be presented no later than July 1 [Title 5, Section 58305(a)], and the final budget no later than September 15 [Title 5, Section 58305(c)]. A public hearing on the budget shall be held on or before September 15 [Title 5, Section 58301].
3. Budget development processed, will include consultation with appropriate groups.
4. Criteria and institutional guidelines for the financial planning and budgeting.

Approved by the Chancellor's Executive Council  
February 14, 2005

## Grant Preparation and Submission Procedure

- 1) Prior to the development of a grant application:
  - a. Complete the Grant Notification Intent to Apply Form [Appendix 3A2E (1)];
  - b. Obtain appropriate College signatures; and
  - c. Forward the Grant Notification of Intent to Apply Form to the District Vice Chancellor, Educational Services' Office.
- 2) The intent of this procedure is to inform all of the stakeholders as early in the process as possible.
- 3) Twenty-four hours prior to submission, or earlier, the Grant Approval to Submit Routing Sheet [Appendix 3A2E(2)] should be submitted to the College President.
- 4) The grant application may be submitted to the granting agency upon completion of the Grant Approval to Submit Routing Sheet [Appendix 3A2E(2)] by the appropriate parties.
- 5) Notification of approval of the grant by the granting agency initiates submission of the following items to the District Vice Chancellor, Educational Services' Office:
  - a. Kern Community College District Request for Board Action;
  - b. Notification of Award form [Appendix 3A2E(3)] with appropriate College signatures; and
  - c. Grant Approval to Submit Routing Sheet, Appendix 3A2E(2)
  - d. Grant Notification Intent to Apply form (Appendix 3A2E(1))
  - e. Grant application.

**Standardization of Microcomputers**

- 1) Requests for purchase of a District Standard microcomputer will be handled in the usual manner. If a request is received for a microcomputer other than a District Standard, that request must be accompanied by a justification for the purchase stating the factors, which make the purchase of the standard(s) inappropriate.
- 2) This justification should include the cost of maintenance for the proposed microcomputer and the account numbers, which will be used to cover the purchase price and the expenditures for maintenance or repairs.
- 3) This justification will be considered by the Microcomputer Purchase Committee consisting of one (1) representative from each College and the District Office. If it is determined by the Committee that the intended function for the microcomputer ordered cannot be met by the District Standard microcomputer, the order will be processed. If the committee does not approve the purchase, the reason for refusal and the requisition will be returned to the originator.
- 4) Remedial maintenance and installation of the District Standard Micros will be handled by a District data processing services technician.

Approved by the Chancellor's Cabinet  
March 12, 1985

## **Guidelines for Processing and Maintaining Revolving Funds at the Colleges**

1. Funds will be maintained in a regular checking account by the College Business Office. The checking account will be in the name of the College, will have a requirement of at least two (2) signatories on a check, and a check limit of two thousand, five hundred dollars (\$2,500.00). Purchases are restricted to goods and services required for the operation of the College and the accomplishment of the College mission.
2. Reimbursements from the revolving fund will require a paper requisition with the appropriate approval and a vendor receipt. There will be no exceptions to the vendor receipt requirement.
3. A check may be issued for advance payment if the following conditions are met:
  - documentation indicating the amount and the requirement for advance payment is made available and,
  - a paper requisition is prepared with the appropriate approvals.
4. Funds initially will be accounted for through the establishment of a separate unit of accounting in the Quick books software program currently used for the travel funds.
5. Funds will be subject to spot audits, and documentation must be available to support all checks issued against the account and not yet reimbursed by the District.
6. Revolving funds will be reimbursed by the District based on direct pay entry to be accomplished in the Business Office according to the following:
  - The College Business Office to enter the direct pay data, supported by documentation.

**Procedure 3A3D2** (continued)

- The support documentation will include a purchase request and a vendor invoice.
- The purchase request reflecting the appropriate approvals and the invoice stamped "revolving fund reimbursement" will be forwarded to the Learning Services Center after entry in the system as a direct pay.
- A copy of the purchase request will be maintained at the campus with the annotation that it has been posted and forwarded to the Learning Services Center.
- The Learning Services Center will verify the receipt of the documentation, approve the direct pay; reimbursement checks will be issued on the 15th (fifteenth) and 30th (thirtieth) of the month without further action.

Approved by Chancellor's Executive Council  
November 11, 2003

**Procedure 3A3E(a)**

- Direct Pay
- Purchase Order
- Credit Card

Kern Community College District  
LEARNING SUPPORT SERVICES (LSC)  
2100 Chester Avenue  
Bakersfield, CA 93301-4099

- Bakersfield College
- Cerro Coso College
- Porterville College
- District Office

## Purchase Request

Type or Print Form Completely

Date	Yes	No	Category	Yes	No	Category
			Corporation			Disabled Owned Business
Document No.			Incorporated			Minority Owned Business
<b>PR</b>			Women Owned Business			Contract on File for Independent Contractor

**FOAPAL**

Index	Fund	Orgn	Acct	Prog	Actv	Locn	Proj	Total Amnt./Line

<b>Vendor Code:</b>		Company's Name
Social Security Number		Owner's Full Name (DBA)
Federal I.D. Number		Contact Person(s)--Billing
		Contact Person(s)--Ordering/Mailing
<b>Requestor</b>		Address
Telephone Number		City, State, Zip Code
		Telephone Number
Department/Division		Fax Number

<b>APPROVED BY</b>	Department Head	President/Designee	Business Manager/Designee
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Stock Number	Quantity	Unit	Description	Unit Price	Amount	Office Use Only

Special Instruction		<b>Subtotal</b>		
		<b>Discount</b>		
		<b>Tax</b>		
		<b>Shipping</b>		
		<b>Total</b>		

---

## INSTRUCTIONS FOR DIRECT PAYMENTS

1. Check box to designate type of purchase request (i.e., Direct Pays, Credit Cards, or Purchase Orders).
  2. **Check appropriate box for the following:**
    - Corporation
    - Incorporated
    - Independent Contractor [must have a contract on file with Learning Support Services (LSC)]
    - Disabled Veterans, Women, or Minority Owned Businesses (one or more boxes may be checked)
  3. If using multiple FOAPALs, list total dollar amount to charge to each FOAPAL.
  4. Enter proper **vendor codes**. (Please note that many vendors have the same vendor codes with numerical variations to accommodate "same name" vendors.)
  5. **Follow these steps to OBTAIN VENDOR INFORMATION:**
    - a) Vendors not in BANNER--use the on-line Vendor Form to submit the information to the LSC Purchasing Department (Web address: <http://intranet.kccd.cc.ca.us/business/forms/vendor.html>).
    - b) List both Billing and Mailing/Ordering address on your request for vendors, if not the same.
    - c) Telephone and Fax numbers with area codes are required for store location and billing department.
    - d) Social Security ID--vendors that are DBA ("Doing Business As") using a company name, but file income taxes under their name, by law, must submit their full name, social security number, and address.
    - e) Federal ID--all other vendors are required to submit a Federal ID#.
    - f) List contact people for billing and ordering.
    - g) It is required that the Requestor's telephone number/extension and department be listed in the appropriate box.
    - h) Please notify the LSC Purchasing Department of company buy outs/merges; address changes etc., at (661) 336-5151.
  6. All Purchase Requests must be approved and signed by authorized campus business office personnel before submitting to the LSC Accounting Department.
  7. Please call the LSC Accounting Department at (661) 336-5110 for payment request questions.
  8. Incomplete Purchase Request forms will cause a delay in payment processing.
  9. Special Instructions--(e.g., provide information for holding check for pickup or desire to send check to another person/address not listed, etc.)
-

## Purchase Orders

**Supplies and Equipment**--All requests concerning physical condition of rooms, routine, classroom office supplies and similar supplies or equipment may be requested from the College President or designee on forms provided for those various purposes.

Requests for supplies or equipment which concern instruction should be prepared on a Purchase order by the head of the department and approved by the College President or designee on a **Purchase Request** form. The approximate costs must be listed on all **Purchase Request** forms.

Approved by the Chancellor's Cabinet  
September 13, 1979  
Revised by Chancellor's Executive Council  
October 21, 2003

## Use of CAL-Cards Issued by Kern Community College District

### A. DEFINITION

A State of California Purchasing Card Program, CAL-Card I.M.P.A.C. VISA, is a unique business card intended to simplify purchasing and payment for services, to reduce total processing costs, and to provide greater flexibility for its users.

### B. GENERAL

1. The CAL-Card is to be used in accordance with these and all purchasing procedures found in the Kern Community College District Board Policy Manual. The Chief Financial Officer and the Director, Accounting Services have the authority to determine the issuance or continuance of cards. Proper accounting procedures must be followed. It is the responsibility of all Kern Community College District employees involved to utilize a CAL-Card in a responsible and accountable manner.
2. CAL-Cards will display both the cardholder's name and the Kern Community College District. This card is to be used only by the cardholder. No other employee, member of the cardholder's family, or anyone else may use this card. It is especially designed to avoid confusion with the cardholder's personal credit cards. **THE CAL-CARD IS TO BE USED FOR OFFICIAL KERN COMMUNITY COLLEGE DISTRICT BUSINESS AND MAY NOT BE USED FOR PERSONAL PURCHASES.**
3. The issuance of a CAL-Card in the cardholder's name does not allow the credit card company to check the cardholder's personal credit. The credit card company will not request any personal information from the cardholder, nor should any personal information be furnished.
4. Each single purchase may comprise multiple items, but the total cannot exceed the single purchase dollar limit on the cardholder's CAL-Card. Purchases may not be made to circumvent purchasing regulations per the Government Code or District Policy. When purchases exceed the limits established, normal purchasing procedures must be followed.
5. Use of the CAL-Card is not intended to replace effective procurement planning that enables volume discounts. Cardholders should always look for the lowest priced item that will meet specific needs.
6. Cardholders must be able to explain the nature of all purchases. If the cardholder cannot substantiate that the purchase was necessary and for official use, the cardholder's supervisor will address the situation in accordance with established policies. These policies include, but are not limited to, seeking reimbursement, appropriate disciplinary action, and

revocation of the cardholder's CAL-Card. Unauthorized or unsubstantiated purchases will result in a small claims filing to permit the District to recover the costs.

7. Every CAL-Cardholder will be assigned an Approving Official. The Approving Official, or designee, is responsible for receiving completed statements from all assigned cardholders; reviewing the statements; resolving questions that cardholders may have about the purchases; approving the statements; and delivering the completed statements with all attachments to the appropriate Business Office.

#### C. CARD RESTRICTIONS

1. The Purchase CAL-Card can be used for travel and to purchase supplies, materials, and equipment that do not exceed the single transaction limit. Each card will have its own unique restrictions based on the need of the cardholder. Other restrictions may apply as determined by the Approving Official, College Approving Authority and the Chief Financial Officer.
2. Maximum dollar amounts will be established for each single purchase made and for total purchases made with the cardholder's CAL-Card in a given month. Generally, the Kern Community College District limit is \$500 per transaction and \$3,000 per month. In special cases, the Approving Official, College Approving Authority, and the Chief Financial Officer may establish a higher limit.

#### D. PROHIBITED PURCHASES

1. Rental or lease of land or buildings
2. Purchase of telephone services except approved travel business- related telephone calls
3. Gambling, Betting
4. Securities, Insurance
5. Tax Payments (exclusive of sales or occupancy taxes).
6. Court Costs, Fines, Bail, and Bond Payments
7. Alcohol

## E. PURCHASE PROCEDURES

1. CAL-Cards generally will only be issued to District and College Educational Administrators and Classified Managers when their job duties require the regular use of a credit card. CAL-Cards will be issued to non-managers only in cases where there is a compelling business reason and is approved by the College President or Chancellor, and will be limited to travel, supplies, or equipment. (See Policy 3A4G of this Manual)

CAL-Card applications will be completed prior to issuance by:

- completing the Request for Purchase Card form [See Appendix 3A4G(b)].
  - obtaining approval from the CAL-Card applicant's supervisor.
  - forwarding the completed form to the applicant's College Director of Administrative Services where it will be reviewed and forwarded to the applicant's College President or designee for approval and assignment of an Approving Official. The applicant's request will then be forwarded to the District Business Services Office for processing.
2. The District Business Services Office will notify the applicant when the CAL-Card is received. The CAL-Card will be issued when the applicant completes and signs a Receipt Acknowledgment form.
  3. To activate the CAL-Card account, the cardholder must phone Card Services at 1-800-344-5696. The cardholder must know the dollar limits assigned to the CAL-Card to complete the activation process.
  4. Use of the CAL-Card is subject to the limitations of the cardholder's particular card at any merchant that accepts VISA for payment of purchases.
  5. The cardholder must verify that budgeted funds are available prior to making any purchases.
  6. Over-the Counter Transactions

Once items have been selected for purchase, present the items and the CAL-Card to the merchant. The merchant will complete a credit card transaction receipt that includes the following information:

- a. Imprint of the CAL-Card, including card number, expiration date, and cardholder's name
  - b. Date and amount of purchase
  - c. Brief description of item(s) purchased
  - d. Imprint of merchant name and identification number
7. The merchant will obtain authorization for the transaction via telephone or direct telecommunication link to the VISA authorization network. The merchant will obtain an authorization number, which will also be included on the credit card transaction receipt.

8. Occasionally, a transaction may be declined at the merchant location. The merchant is not provided a reason via the terminal display. When this happens the cardholder should consider the following to resolve the denial.
  - a. Is the transaction amount within the cardholder's single purchase limit?
  - b. Will the transaction amount exceed the cardholder's 30-day limit or the Office limit of the Approving Official?
  - c. Has the cardholder been authorized to make purchases at this type of supplier?
9. The merchant will request that the cardholder sign the credit card transaction receipt. Before doing so, the cardholder must verify that the information, especially the dollar amount, is correct.
10. The cardholder will be provided one copy of the signed credit card transaction receipt. Retain this copy as verification and back-up of the monthly Statement of Account; attach to the signed Statement of Account; forward to the Approving Official, or designee.

#### 11. Mail or Telephone Order Purchases

When placing a telephone or mail order, the cardholder will be asked to provide name, card number, account expiration date, and billing address. The billing address is the cardholder's statement mailing address.

### F. PAYMENT PROCEDURES

At the close of each billing cycle, the cardholder will receive a Statement of Account from Card Services. The Statement of Account will itemize each transaction that was posted to the CAL-Card account during the billing cycle. The Statement of Account prints at the close of business on the 22<sup>nd</sup> of every month. Upon receipt, the cardholder will complete each of the actions listed below within five (5) working days. If the cardholder is unable to complete the following actions within five (5) working days, the cardholder will forward all receipts to the Approving Official, or designee, for completion.

1. Review the Statement of Account for accuracy.
2. Provide a complete description of each item purchased on the Description line.
3. Indicate the FOAPAL for each transaction on the Accounting Code line. If charging to more than one FOAPAL per transaction, indicate the dollar amount to be applied to each FOAPAL.
4. Attach sales receipts, order blanks, packing slips/receipts, and copies of approved Absence/Travel Request/Reimbursement Claim forms [**See Procedure 3C3A(a)**] to the Statement of Account.
5. Verify any credit vouchers received for returned items and attach to the Statement of Account on which the credit appears, and indicate the FOAPAL to receive the credit.

6. If the cardholder is incorrectly charged for an item, the cardholder will contact the vendor first in an effort to resolve the problem. If the merchant agrees to process a credit voucher, the cardholder will indicate the FOAPAL for the charge on the current statement and will use the same FOAPAL for the credit voucher on the next statement. If the merchant refuses to issue a credit voucher, the cardholder must attach a complete explanation of the error to the Transaction Dispute form. Transaction Dispute forms can be obtained from District Accounting.
7. Sign the Statement of Account.
8. Retain copies of all statements and receipts in an appropriate file.
9. Promptly submit the completed Statement of Account to the Approving Official(s) or designee, for written approval of each item purchased.

#### G. PROCESSING STATEMENT OF ACCOUNT

Prompt receipt of the cardholder's Statement of Account within five (5) working days is an essential part of the CAL-Card process.

1. If the District Accounting Office does not receive the cardholder's Statement of Account within five (5) working days, the cardholder's name and the dollar amount outstanding will be forwarded to the appropriate College President and Business Manager. District Office names will be forwarded to the Chancellor and the Chief Financial Officer.
2. After ten (10) working days, the total outstanding charges from any Statement of Account will be applied to a FOAPAL maintained by the cardholder's College President or the Chancellor, and the District Accounting Office will make payment to CAL-Card.
3. To remove these charges from the College President's or Chancellor's FOAPAL, forward the CAL-Card Statement of Account, together with Expenditure Transfers for each item, through the College Business Office to the District Accounting Office for processing.
4. The CAL-Card may be suspended or revoked at the discretion of the cardholder's College President or the Chancellor for failure to forward the Statement of Account within five (5) working days to the District Accounting Office.

#### H. LOST OR STOLEN CARDS

1. The cardholder will immediately notify Customer Service at 1-800-344-5696 and the District Accounting Office in the event a CAL-Card has been lost or stolen, or if the cardholder believes the account number has been compromised in a fraudulent manner. A new card will be mailed to the cardholder within two (2) business days from the time it is reported as lost or

stolen to Customer Service. A new account number will be assigned to the cardholder's new CAL-Card.

2. The cardholder must contact the District Accounting Office and be prepared to provide the following information: cardholder's complete name, the card number, the date the loss or theft occurred, the date Customer Service was notified, and any purchase(s) made on the day the card was lost or stolen.

#### I. CHANGE TO CARDHOLDER INFORMATION

Changes to a cardholder's name, address, organization, 30-day or single purchase limit, and type of merchant or supplier should be reported to the College Business Office by completing the Request for Changes to Cardholder Information form. [See Appendix 3A4G(d)]

#### J. CLOSURE OF ACCOUNT

1. If the cardholder transfers to another department, the cardholder must complete the Request to Close Account form. [See Appendix 3A4G(c)] and return the CAL-Card to the appropriate College Business Office. If the cardholder's new assignment requires a CAL-Card, a new Request for Purchasing Card form will be required.
2. On termination of employment, the cardholder must return the CAL-Card to the appropriate College Business Office before the cardholder's final check will be released.

Reviewed and recommended  
by the Chancellor's Cabinet  
August 17, 2010

Reviewed and recommended  
by District Consultation Council  
October 26, 2010

**Kern Community College District**  
**Board Policy Manual**  
**Section Three – Business Services**

***Governance Process:***     ***Share as Information Only***

***Reason for Addition:***     ***To Establish Criteria and Guidelines***

**[Appendix 3A4G\(b\)](#)**

See following page.

Reviewed and recommended  
by the Chancellor's Cabinet  
August 17, 2010

Reviewed and recommended  
by District Consultation Council  
October 26, 2010

Request for CAL-Card

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

Print Applicant's Full Name: \_\_\_\_\_

Sample Signature: \_\_\_\_\_

Employee ID #: \_\_\_\_\_

Applicant Title: \_\_\_\_\_

Department/Office Name: \_\_\_\_\_

Department/Office Mailing Address: \_\_\_\_\_

Department Phone Number: \_\_\_\_\_

Single Purchase Limit: \_\_\_\_\_  
Generally not to exceed \$500 per transaction

30-Day Purchase Limit: \_\_\_\_\_  
Generally not to exceed \$3,000 per month

Check below the type of purchases requested to be made with this card:

_____ <u>Office Supplies</u>	_____ <u>Printing/Duplicating</u>
_____ <u>Computer Supplies</u>	_____ <u>Equipment</u>
_____ <u>Hardware</u>	_____ <u>Sporting Goods</u>
_____ <u>Travel</u>	_____

Other  
Specify:

\_\_\_\_\_  
Approving Official's Name  
(Manager's Name)

\_\_\_\_\_  
Director, Administrative  
Services' or Chief Financial  
Officer's Name

\_\_\_\_\_  
President's/Chancellor's Name

\_\_\_\_\_  
Approving Official's  
Signature  
(Manager's Signature)

\_\_\_\_\_  
Director, Administrative  
Services' or Chief Financial  
Officer's Signature

\_\_\_\_\_  
President's/Chancellor's Signature

\_\_\_\_\_  
District Business Services Office Signature:  
(Chief Financial Officer or Director, Accounting Services)

**Proposed Addition to**  
**Kern Community College District**  
**Board Policy Manual**  
**Section Three – Business Services**

***Governance Process:***     ***Share as Information Only***

***Reason for Addition:***     ***To Establish Criteria and Guidelines***

**[Appendix 3A4G\(c\)](#)**

See following page.

Reviewed and recommended  
by the Chancellor's Cabinet  
August 17, 2010

Reviewed and recommended  
by District Consultation Council  
October 26, 2010



Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301-4099  
(661) 336-5100

- Bakersfield College
- Cerro Coso Community College
- District Office
- Porterville College

## Request to Close CAL-Card Account

RETURN CAL-CARD(S) CUT IN HALF WITH THIS FORM

TO: DISTRICT BUSINESS SERVICES

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

Employee ID Number: \_\_\_\_\_

CAL-Cardholder's Name: \_\_\_\_\_

Department/Office Name: \_\_\_\_\_

Reason for Request:

\_\_\_\_\_ Transfer

\_\_\_\_\_ Resignation/Retirement

\_\_\_\_\_ Other:

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

CAL-Card Number: \_\_\_\_\_

\_\_\_\_\_  
Approving Official's Name  
(Manager's Name)

\_\_\_\_\_  
Director of Administrative Services'/Chief Financial Officer's Name

\_\_\_\_\_  
Approving Official's Signature  
(Manager's Signature)

\_\_\_\_\_  
Director of Administrative Services'/Chief Financial Officer's Signature

\_\_\_\_\_  
District Business Services Office Signature:  
(Chief Financial Officer or Director, Accounting Services)

Kern Community College District  
Office of Business Services  
August 9, 2010

**Proposed Addition to**  
**Kern Community College District**  
**Board Policy Manual**  
**Section Three – Business Services**

***Governance Process:***     ***Share as Information Only***

***Reason for Addition:***     ***To Establish Criteria and Guidelines***

**[Appendix 3A4G\(d\)](#)**

See following page.

Reviewed and recommended  
by the Chancellor's Cabinet  
August 17, 2010

Reviewed and recommended  
by District Consultation Council  
October 26, 2010



Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301-4099  
(661) 336-5100

- Bakersfield College
- Cerro Coso Community College
- District Office
- Porterville College

## Request for Changes to CAL-Cardholder Information

Name: \_\_\_\_\_ CAL-Card Number: \_\_\_\_\_

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

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

Cardholder Title: \_\_\_\_\_

Department/Office Name: \_\_\_\_\_

Department/Office Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Department Phone Number: \_\_\_\_\_

Single Purchase Limit: \_\_\_\_\_

Generally not to exceed \$500 per transaction

30-Day Purchase Limit: \_\_\_\_\_

Generally not to exceed \$3,000 per month

Additional types of transactions requested to be made with this CAL-Card: \_\_\_\_\_

\_\_\_\_\_  
Approving Official's Name  
(Manager's Name)

\_\_\_\_\_  
Dir., Administrative Services' or  
Chief Financial Officer's Name

\_\_\_\_\_  
President's/Chancellor's Name

\_\_\_\_\_  
Approving Official's  
Signature  
(Manager's Signature)

\_\_\_\_\_  
Dir., Administrative Services' or  
Chief Financial Officer's  
Signature

\_\_\_\_\_  
President's/Chancellor's Signature

District Business Services Office Signature: \_\_\_\_\_  
(Chief Financial Officer or Director, Accounting Services)

Distribution: Original to District Office/Chief Financial Officer or College/Director, Accounting Services – DO Bus Svcs 6/2009

**Procedure 3A3E(c)**

Purchase Order  
Page 1

**Kern Community College District**  
2100 Chester Avenue  
Bakersfield, California 93301  
Telephone: (661)336-5151  
Fax: (661)336-5178

Order No.  
**THIS NUMBER MUST APPEAR ON ALL PACKAGES, BILLS OF LADING, INVOICES AND PACKING SLIPS.**

TO:

**SHIP PREPAID TO:**

Date: \_\_\_\_\_ Deliver By: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Authorized By: *Walter J Packard*

**IMPORTANT INSTRUCTIONS**

1. Accept no order as valid except on this form.
2. All labor, equipment and materials shall be in accordance with the latest Federal, State and Local codes, rules and regulations. Nothing in this purchase order is to be construed to permit work, furnish equipment or materials, not conforming to these laws.
3. All materials must comply fully with safety regulations of CAL-OSHA. **Material Safety Data Sheets are required.**
4. Transportation charges must be prepaid and shown on the invoice. If quoted FOB shipping point, enclose original receipted freight bill with invoice. **SHIPMENTS ARE TO BE MADE TO THE "SHIP PREPAID TO" ADDRESS ABOVE.**
5. DELIVERY SLIP MUST ACCOMPANY EACH DELIVERY
6. INVOICE TO:

(There must be a separate invoice for each order)  
KERN COMMUNITY COLLEGE DISTRICT  
ATTN: ACCOUNTING DEPARTMENT  
2100 CHESTER AVENUE  
BAKERSFIELD, CA 93301

Invoices for merchandise must be itemized, stating quantity, price and amounts of each item. Invoices for repairs must be itemized as to material and time and rate of labor.

**INVOICES WILL NOT BE PAID UNTIL ALL ABOVE CONDITIONS ARE MET !!!**

Item	Description	Quantity	Units	Unit Cost	Extended Cost
------	-------------	----------	-------	-----------	---------------

*SHIPPED*

## **Definition and Allocation of Net Proceeds**

- 1) Net proceeds derived from the operation of the College bookstores is defined as follows:
  - Total gross revenue less all direct bookstore costs. Direct bookstore costs consist of all personnel costs for employees working for the bookstore; costs of goods sold; and all operating costs such as supplies, repairs, and advertising.
  - Indirect costs which are not similarly allocated to other campus operations shall not be included as a deduction from gross revenues for purposes of determining net proceeds.
- 2) The College President or designee shall annually establish and maintain a reserve for the bookstore. This reserve shall be funded by net proceeds derived from the operation of the bookstore and will be restricted for use for bookstore operations.
- 3) Net proceeds remaining after the established bookstore reserve has been funded for the year shall be reserved for the benefit of student development programs. Budgets for the use of these funds shall be submitted as part of the annual College budget. Any unused funds shall be carried over and made available for the same purpose in ensuing years.

Associated student bodies may recommended expenditure priorities which are approved by the College President or designee.

Approved by the Chancellor's Cabinet  
July 13, 1995

## **Selection of Library Materials**

Responsibility for Selection--The basic responsibility for the selection of library materials rests with the professional staff of the Colleges. The head librarian at each College has the primary responsibility for maintaining and augmenting the library collection. Recommendations for purchases shall be made directly to the librarian.

Approved by the Chancellor's Cabinet  
September 13, 1979

## **Bids and Contracts**

### **Limits**

Bids or quotations shall be secured as may be necessary to obtain the lowest possible prices as follows:

1. Purchase of goods or services up to the limits set out in the Public Contracts Code will require documented quotes.
2. Purchase of goods or services in excess of the limits set out in the Public Contracts Code will require formal advertised bids.
3. Construction services shall be limited to the bid limits outlined in the Cost Accounting Policies Manual of the California Uniform Public Construction Cost Accounting Mission.

Contracts involving expenditures that require competitive bidding require approval by the Board of Trustees prior to award.

### **Bid Specifications**

Bid specifications shall include a definite, complete statement of what is required and, insofar as practical, shall include pertinent details of size, composition, construction, and/or texture of what is specified, and minimum standards of efficiency, durability, and/or utility required of what is specified.

### **Notice Calling for Formal Advertised Bids**

The District shall publish at least once a week for two (2) weeks in a newspaper of general circulation circulated within the District, or if there is no such paper, then in some newspaper of general circulation, circulated in the county, and may post on Kern Community College District website or through an electronic portal, a notice calling for bids or proposals, stating the materials or supplies to be furnished and the time and place when bids will be opened. The Kern Community College District may accept a bid that was submitted either electronically or on paper.

Notice Calling for Formal Advertised Bids (continued)

Bid and contract forms shall be prepared and maintained by the Chief Financial Officer. All applicable statutory provisions and board policies shall be observed in preparation of the forms.

The Chief Financial Officer shall be responsible for insuring that the bid specifications are sufficiently broad to encourage and promote open competitive bidding.

All bid notices for work to be done shall contain an affirmative statement requiring compliance with California Labor Code Sections 1775 and 1776 governing payment of prevailing wages and California Labor Code Section 1777.5 governing employment of apprentices. All bid submissions shall contain all documents necessary to assure compliance with these California Labor Code Sections. Failure to provide such documentation shall cause any such bid to be deemed incomplete.

When required or determined to be appropriate, bids shall be accompanied by a certified or cashier's check, or bid bond, in the amount specified in the bid form, as a guarantee that the bidder will enter into contract and furnish the required contract bonds. When no longer required for the protection of the District, any certified or cashier's check received shall be returned to the respective bidder.

The Chief Financial Officer shall make available to the prospective bidders bid forms with sets of specifications and drawings and shall provide a convenient place where bidders, subcontractors, and materiel personnel may examine the specifications and drawings.

A deposit for sets of plans and specifications may be required and may be refunded when such documents are returned.

### **Awarding of Bids and Contracts Awards**

The awarding of bids and contracts shall be subject to the following conditions:

1. Any and all bids and contract proposals may be rejected by the District for good and sufficient reason.
2. All bids shall be opened publicly and bidder shall be given the opportunity to make record of the bids received.
3. Bid and contract award recommendations to the Board shall show a tabulation of the bids received in reasonable detail.
4. Bid and contract awards shall be made to the lowest responsible bidder substantially meeting the requirements of the specifications. the District reserves the right to make its selection of materials or services purchased based on its best judgment as to which bid substantially complies with the quality required by the specifications.

### **Purchase without Advertising for Bids**

The Chief Financial Officer or designee is authorized to make purchases from firms holding county contracts without calling for bids where it appears advantageous to do so.

The Chief Financial Officer or designee may, without advertising for bids within all California counties, cities, towns or districts, purchase or lease from other public agencies materials or services by authorization of contract or purchase order.

The Chief Financial Officer or designee] may make purchases through the State of California Cooperative Purchasing Program operated by the Department of General Services.

### **Duration of Continuing Contracts for Services and Supplies**

1. Continuing contracts for work or services furnished to the District are not to exceed five (5) years.
2. Contracts for materials and supplies are not to exceed three (3) years.

### **Emergency Repair Contracts without Bid**

When emergency repairs or alterations are necessary to continue existing classes or to avoid danger of life or property, the Chief Financial Officer may make a contract in behalf of the District for labor, materials and supplies without advertising for or inviting bids, subject to ratification by the board.

### **Unlawful to Split Bids**

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of the Public Contract Code requiring work to be done by contract after competitive bidding.

Approved by Chancellor's Executive Council and Cabinet  
September 13, 2005

**KERN COMMUNITY COLLEGE DISTRICT  
OFFICE OF HUMAN RESOURCES**

**Independent Contractor Checklist**

- A. Required documentation for contractors operating as corporation, non-profit entity, partnership, association or Doing Business as (DBA). If the contractor provided a product or supplies, rather than services, complete Item 3 only.**
  - 1. KCCD’s Agreement with Independent Contractor or a specially negotiated agreement. Either must be signed by the Assistant Chancellor, Business Services and Director of Human Resources.**
  - 2. Business license, if required, fictitious business name statement, business card and/or business letterhead. Provide any of the above.**
  - 3. Brief description of services provided.**

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**IF THE RESPONSES/DOCUMENTATION FOR NUMBERS 1-3 OBVIOUSLY SUPPORT THE CATEGORIZATION OF AN INDEPENDENT CONTRACTOR, YOU MAY STOP. YOU DO NOT NEED TO RESPOND TO OR DOCUMENT ANY OF THE FOLLOWING COMMON LAW QUESTIONS.**

- B. “Common Law Questionnaire” Please complete the following IRS 20 Common Law Questions. Also, Educational Administrators carefully read the “Who are Employees” document before completing the questionnaire, and refer to Page 10 of “Who Are Employees” for factors that indicate the right to direct and control. Where your answer is ‘yes’, please provide a detailed rationale.**

**IF THE ANSWERS ARE 'NO' FOR ALL QUESTIONS EXCEPT 15 & 16, THE POSITIONS SHOULD BE AN INDEPENDENT CONTRACTOR.**

1. If a contractor is required to comply with instructions concerning when, where, and how he/she is to complete the work, that individual is generally an employee. Does the District require the contractor providing services to comply with instructions concerning when, where, and how the work is done? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

2. Training workers indicates that the workers are expected to perform their work in a specific manner or method. Dose the District require the contractor to receive training? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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3. If the contractor's services are integrated into the business operations of the District, this generally shows that he/she is subject to direction and control. Are the services performed integrated into the KCCD business operations? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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4. If the services must be performed personally, it generally means that the employer will exercise control over the methods. Is the contractor required to personally perform services? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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5. Contractors may hire, supervise and pay other workers. This is indicative of an independent contractor status. Is the District responsible for supervising and paying any of the contractor's assistants? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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6. A continuing relationship between a contractor and the District is a factor indicating control. Is the relationship between contractor and KCCD a continuing relationship (year-to-year)? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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7. Does KCCD dictate the hours of work? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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8. If a contractor is compelled to devote full attention and time to the performance of District business and is not free to attend to any of his/her other gainful work, then essentially full-time hours are required. Is contractor required to work full-time to provide services to KCCD? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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9. Is the majority of work performed at a designated location at KCCD? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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10. An employee/employer relationship is indicated when the worker is not free to follow his/her own pattern of work. Does the District determine the steps or sequence in which the work is completed? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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11. If a worker is required to submit oral or written reports, this indicates a desire to control by the District. Is contractor required to provide oral or written reports? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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12. Is contractor paid by the hour, week, month, or agreed contract amount, using installment payments? Please explain:

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13. When business and traveling expenses are directly paid by the District rather than reimbursed according to the contract, then the contractor is generally considered to be an employee. Is business or traveling expenses directly paid by KCCD? NO \_\_\_\_\_ YES \_\_\_\_\_  
(If yes, please explain)

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14. When the District furnishes the significant tools, materials and other equipment, and employer/employee relationship exists. Does contractor require significant use of KCCD equipment, supplies, and/or tools to complete work? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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15. Does contractor have a significant investment in his/her own facilities and equipment? NO \_\_\_\_\_ YES \_\_\_\_\_ (If no, please explain)

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16. The person who can realize a profit or suffer a loss as a result of his/her services is generally an independent contractor. Is contractor capable of gaining a profit or suffering a loss from the contract with KCCD? NO \_\_\_\_\_ YES \_\_\_\_\_ (If no, please explain)

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17. Persons who work for a number of individuals or firms at the same time are generally independent contractors. Does the contractor work solely for the District during the calendar year? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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18. The fact that a person makes his/her services available to the general public on a regular basis usually indicates an independent contractor relationship. Does the District structure the work in such a manner as to require full-time hours for the calendar year or during the contract period? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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19. An independent contractor cannot be discharged so long as he/she produces a result that meets contract specifications. Does KCCD have the right to terminate contractor for reasons not based on contract specifications? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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20. To be able to terminate a working relationship without incurring a liability is a factor indicating that an employee/employer relationship exists. Does KCCD have the right to terminate without liability? NO \_\_\_\_\_ YES \_\_\_\_\_ (If yes, please explain)

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#### IRS SECTION 530-SAFE HARBOR RULE

The “Safe Harbor” rules apply where past practice in an industry recognizes a trade, profession, or service provider as being an independent contractor. If the decision to categorize this individual is based on known industry practice, please provide the required documentation/information to justify this decision. Below is a list of the information required to apply the Safe Harbor rule:

1. List other California Community Colleges that categorizes individuals working in a similar capacity as independent contractors. Please list names and current title of the contact person. Establish and document when the practice began. Collect any written procedures or policies that the school may have.
2. Describe any personal experience and knowledge with this practice within the trade or profession gained from interviews, industry tax literature, seminars, legal readings, etc. that would substantiate this categorization. (Please attach documentation)

**My signature below indicates my agreement that this individual is appropriately categorized as an Independent Contractor.**

---

**Educational Administrator**

**(Signature & Date)**

---

**Director of Human Resources**

**(Signature & Date)**

**I have read the Independent Contractor Checklist and agree with the categorization of Independent Contractor for the services that I will be providing Kern Community College District.**

---

**Independent Contractor**

**(Signature & Date)**

Addition to Board Policy Manual Approved by the  
Chancellor's Executive Council and Cabinet  
September 13, 2005

**Procedure 3A11A**

# **Fiscal Accountability Implementation**

## **B-Warrant Audit Procedure**

- 1) Back-up documentation will be reviewed on all payments exceeding \$5,000.
- 2) Back-up documentation will be reviewed for any service contract of \$15,000 or more or for any purchase of materials of \$21,000 or more.
- 3) There shall be spot-check audits involving review of documentation on any payment(s) deemed appropriate by the Internal Auditor.

## **Payroll-Retirement Audit Procedure**

- 1) Back-up documentation will be reviewed for:
  - a. Appointment of employees and setting of salaries
  - b. Changing employment status
  - c. Review and approval of personnel actions by the governing board
  - d. Certification status
  - e. Overtime pay
- 2) Monthly tapes for the State Teachers' Retirement System (STRS) and the Public Employees' Retirement System (PERS) reports will continue to be provided to the Office of the County Superintendent of Schools for merger with tapes from that office.

## **Warrants**

Warrants shall be stored in a secured compound within the District Information Technology Services (ITS) office. Accessibility is limited to the Director, ITS and his/her staff. An inventory of warrants, a log of warrants used and a transmittal sheet of warrants prepared are kept under his/her custody.

**Signature Plates**

Signature plates will be placed in the custody of the Internal Auditor.

**Log**

A log of all warrants issued and all warrants signed shall be maintained by the Internal Auditor. Voided warrants shall be accounted for and forwarded to the Director, Accounting Services.

**Budget Limitations**

The Business Manager at each College controls the budget for his/her respective campus and reviews the monthly budget/expenditure reports. Each department receives a copy of the appropriate budget/expenditure report for information purposes. The District Assistant Chancellor, Business Services, and the Director, Accounting Services, shall review the District's financial statement for budget control on a monthly basis prior to submission to the Board of Trustees for information at regularly scheduled Board meetings. The financial statements are prepared by major object code levels. The budget/expenditure reports by department, object code sequence, or funded projects option contain individual account numbers.

**Public Accessibility of Records**

Hours... ..... Normal Business hours--8:00 a.m. to 5:00 p.m.  
Monday through Friday

Copies. .... A nominal fee shall be charged for copies provided  
to interested parties.

**Records Retention**

Records shall be maintained according to Title 5 of the California Administrative Code.

### **Bank Reconciliation and Warrants**

The District accounting office shall prepare Bank Reconciliations. In conjunction with the Bank Reconciliations, the outlawing of warrants, issuance of duplicate warrants and forgery review shall be done by the District under the direction of the Assistant Chancellor, Business Services.

### **Garnishments**

The administration of these legal orders may vary according to the type of initiating agency:

- 1) Some orders are one-time only and must be renewed prior to each payday.
- 2) Some orders are indefinite until terminated, paid, or amended by Court order (i.e., Child Support).
- 3) Most orders include instructions for notification of employee of amounts to be withheld, as well as formulas for computing the deduction amount based on earnings, exemptions, minimums, etc. These computations are sometimes required of the employee on forms provided. The withholding period begins ten (10) calendar days after receipt of the order and continues until the total amount is collected. It may end sooner if written notice specifying an earlier termination date and signed by the levying officer is received.
- 4) The District Payroll Department shall receive all notices of garnishment or lien against employees and shall implement the necessary payroll deductions in accordance with the specific instructions provided with each type of notice. The administration of these legal orders will vary according to the type of initiating agency.

Using deduction codes already set into the District's computer system, payroll deduction warrants will be created each month payable to various agencies such as the District Attorney (Family Support), Sheriff, Internal Revenue Service, etc.

### **Stop Notices, Levies, Liens and Assignments**

When a subcontractor is seeking a lien against a general contractor, preliminary notice of the lien shall be filed by the subcontractor with the District within twenty (20) days after first furnishing material or labor.

If the subcontractor files a Stop Notice before the District's final ten percent (10%) payment and has complied with the above preliminary notice, the District shall notify the contractor of such notice and hold payment until material release and waiver of lien is obtained.

When a formal levy is filed against one (1) of the District's vendors by the Internal Revenue Service, Court Order, etc., the District Business Department shall administer such levy by complying with the specific instructions contained therein. This will entail withholding payment from the vendor, and remitting the amount required to be withheld to the levying agency, with a copy of the transaction going to the vendor. If there is no time limit specified in the levy, a *Release of Levy* is required before the District can resume payments to the vendor.

### **Lost and Forged Warrant Investigations**

If the original warrant is not available due to being lost, destroyed, or stolen, the District shall obtain from the payee a notarized *Affidavit to Obtain Duplicate of Lost or Destroyed Warrant*. If the missing warrant has been cashed with a forged signature, there is no *Request for Cancellation*. The Affidavit above, augmented with a statement in the payee's handwriting stating, *Under penalty of perjury, the signature on the warrant is not my signature*, is all that is required.

### **Duplicate Warrant Issuance**

Before a duplicate or replacement warrant is issued, disposition of the original warrant must be processed as follows:

If the original warrant is still available, it will be sent with a completed form, *Request for Cancellation of Warrant*, to the County Auditor-Controller and to the District Accounting Office. This form specifies the District, Fund, Payee, Warrant Number, Amount, Account Number, Reason for Cancellation and Signature of the County Auditor-Controller. This provision is also applicable to outlawed warrant issuance.

Upon completion of the appropriate disposition of the original warrant, per above, a replacement warrant can be prepared using the usual issuance process.

### **Credential Verification**

The Personnel office shall verify credentials or minimum qualifications in conjunction with payroll issuances.

### **Coordination with County Auditor/Controller**

The County Auditor/Controller shall determine written procedures for:

- 1) Cash receipts to identify deposits
- 2) Requests for blank warrants
- 3) Verification of the cash balance in the County Treasury
- 4) Stop payments on warrants

**Continuity of Disbursing Officer**

The Chancellor shall act as the Internal Auditor in his/her absence. In the event of an extended absence of the Internal Auditor, an acting Internal Auditor may be appointed by the Board of Trustees.

Approved by the Chancellor's Cabinet  
February 6, 1990

Revised March 21, 1995  
Revised May 9, 1995

**Guidelines for Use of  
District/College Property/Facilities**

**Priorities**

- 1) First priority for property/facilities use is reserved for the College instructional programs.
- 2) Second priority for use of property/facilities will be given to College student organizations.
- 3) Third priority will be given to public agencies, schools and colleges, youth groups, civic and service organizations, and other applicants organized for cultural, educational or recreational activities.
- 4) Applications for use by commercial, for-profit entities and other applicants not covered by the law will be considered on an applicant basis as provided by law, Board Policy, and the effect upon the District's operations.
- 5) In-District applicants will have priority over non-District applicants.
- 6) No applicant will be allowed to monopolize a facility, equipment, or services. The use of a District/College facility will not be granted for a period exceeding one (1) semester.
- 7) Once the District/College approves a request for use and enters into an agreement to furnish facilities, equipment or services, that request shall have priority over any other requests except where need of the property for District/College purposes has subsequently developed, or in the case of an emergency as determined by the appropriate administrator.

## **Application and Agreement for Use of College Property/Facilities**

- 1) Application for use of District/College facilities, equipment or services may be obtained from the appropriate office on the District/College site. On-line applications may be used where available.
- 2) Application for use of District/College property must be fully completed and filed with the facilities coordinator at least thirty (30) working days in advance of planned use. Normally the District/College will not schedule use of facilities more than three (3) months in advance or until the class schedule for the academic term covering the period of requested use has been published. When on-line applications are used, a signed Application and Agreement for Use of District Property form must be completed. The applicant is not to assume that the application is approved until notification is received from the District/College facilities coordinator. Upon approval, the District/College facilities coordinator will tentatively reserve the dates. If additional information stipulated by the District/College facilities coordinator is not received by the due date, the Chancellor, College President, or designee will release the dates without notice. All required information/documentation such as a signed application, deposit, insurance coverage, security arrangements, crowd control, and necessary agreements must be received no later than ten (10) working days prior to an event.
- 3) The applicant must include a description of all requested property. Applications shall be approved for specified hours and dates. The applicant shall not arrive before the time authorized and shall leave the District/College premises at the agreement expiration time. Facilities will not be accessible later than midnight, except by special permission granted prior to the use date.
- 4) An estimate of charges will be available prior to approval of any agreement. Appropriate administrative staff will determine when District/College personnel must be present and will assess appropriate charges. The estimated expenses will be based on the information provided by the applicant. Estimate subject to change if additional services, not part of original agreement, are made available.
- 5) If another applicant should request the dates in question or a portion thereof; the initial applicant will be required to execute a contractual agreement and submit the required deposit within seventy-two (72) hours of notification.

## **Application and Agreement for Use of College Property/Facilities (continued)**

- 6) Prior outstanding event charges to the District/College must be paid in full before any subsequent requests by the liable applicant for use of facilities will be approved.
- 7) A damage deposit may be required by an applicant that carries equipment, brings a stage crew for purposes of staging a show or presentation or activity, or other cases determined by the District/College. This guarantee deposit, in an amount to be determined by the District/College and depending upon the facility used, shall be held by the College. Damage to District/College equipment and/or property, which occurs during the event and by reason of the use and/or occupancy of the premises, shall be paid from this damage deposit. The balance, if any, shall be returned to the organization. If the guarantee deposit is not sufficient to cover damage, the applicant shall be liable for the difference.

The applicant utilizing District/College facilities will be liable for any damage to or destruction of District property beyond that is caused by ordinary wear and tear as determined by the District. In addition future consideration for use of facilities may be denied.

The applicant is responsible for all expenditures necessary for the removal of all waste and debris and for the restoration of the property to the condition that existed prior to its use.

An initial facility(ies) inspection will be conducted within twenty-four (24) hours after the event has vacated the facility to determine the extent of damage, if any. A secondary inspection may be required if event equipment or structure required additional time to be removed from District premises. [This inspection will be completed within twenty-four (24) hours of equipment/structure removal.] The refund of this deposit will be assessed after the event and will be released once all parties are satisfied with the condition of the facility.

The District/College will charge the applicant at the time of settlement for any damages, and it will be the responsibility of the applicant to recover such charges from the applicant's insurance carrier.

The use of a District/College property may not take place during the facilities peak season or if damage based on wear and tear might be caused to the facility or property as a result of its use. The event may not interfere with normal operation of the District/College activities or instruction including the activities in the facilities adjacent to the venue.

- 8) The use of District/College facilities may not take place on Thanksgiving, Christmas, New Year's, or any other holiday or scheduled District/College closures when the Chancellor/College President or designee has determined that necessary personnel are not available for supervision.

## **Application and Agreement for Use of College Property/Facilities (continued)**

- 9) The use of District/College facilities may not take place during vacation periods if the use conflicts with cleaning, renovating activities, and if necessary personnel are not available for supervision.
- 10) Proof of insurance is required for authorized public agencies, schools and colleges, youth groups, civic and service organizations, and other applicants organized for cultural, educational or recreational activities. Proof of insurance shall require such applicants to provide the Kern Community College District with a Certificate of Insurance evidencing liability coverage with limits of not less than one million dollars (\$1,000,000). The certificate must identify Kern Community College District as additional insured and be accompanied by an endorsement.

Government agencies which have self-insured programs must provide a hold harmless statement along with proof of self-insurance for all events.

- 11) The District/College will assume no obligation in the event that a change of day or time is requested once an application has been approved. The District/College reserves the right to cancel prior to the event as a result of extenuating circumstances.
- 12) Applications shall originate with the established and responsible organizations. An officer or official representative of the organization must sign the agreement.
- 13) Application for use of District property by applicants not covered by the law will be considered on an applicant basis as provided by law, Board Policy, and the effect upon the District's operations.

### **Classification of Groups for Fee Assessment**

Instructional Use: Facility uses for (or in conjunction with) requirements of classes, approved by the appropriate supervisor, are not to be charged.

- 1) **Group I** (College Program--excess costs only) authorized District/College staff, students, and foundations which support the mission of the District, will be afforded the highest priority and shall be granted use of District/College property without charge, except if any use requires excess costs. A charge for such services may be made. A request from a District/College staff member or student organization may be charged for services when the use of facility is for events or functions which are not part of a class or instructional program.

Excess costs may include opening and closing a facility if no District/College employee is available to perform that function as a part of his/her normal duties; supervision if that employee would not normally be present as part of his/her normal duties; custodial services that would not have otherwise been performed as part of the normal custodial work cycle; outside normal operating hours; and cost of utilities directly attributed to the organizations use of the facilities.

If an event is co-sponsored by a group not associated with the Kern Community College District, proof of insurance shall be required by such applicants providing the Kern Community College District with a Certificate of Insurance. This

Certificate of Insurance will provide liability coverage with limits of not less than one million dollars (\$1,000,000). The certificate must list the Kern Community College District as additional insured and be accompanied by an endorsement.

- 2) **Group II** (Rental charge, actual costs, plus excess costs) applicants for authorized public agencies and nonprofit organizations organized for cultural, educational or recreational activities. (Proof of nonprofit status may be required.) Proof of insurance shall require such applicants to provide the Kern Community College District with a Certificate of Insurance provide liability coverage with limits of not less than one million dollars (\$1,000,000). The certificate must list the Kern Community College District as additional insured and be accompanied by an endorsement.

Facility rental includes opening and closing of facility, light custodial work and supervision. The custodial and grounds department will determine charges for extraordinary custodial set-up or clean-up.

Events for non-profit organizations whose purposes are to improve the general welfare of the local community, and charge no fees or admission for such events will fall under the Group I category.

- 3) **Group III** Commercial, for-profit entities and other applicants not covered by the law, will be charged Group II rates (rental charge, and actual costs, plus excess costs). College and District business officers are also authorized to negotiate with these applicants agreements which have Group II rates as a minimum and allow for a percentage of gross revenue. Proof of insurance shall require such applicants to provide the Kern Community College District with a Certificate of Insurance provide liability coverage with limits of not less than one million dollars (\$1,000,000). The certificate must list the Kern Community College District as additional insured and be accompanied by an endorsement.

Facility rental includes opening and closing of facility, light custodial work and supervision. The custodial and grounds department will determine charges for extraordinary custodial set-up or clean-up.

Events for non-profit organizations whose purposes are to improve the general welfare of the local community, and charge no fees or admission for such events will fall under the Group I category.

Fees for commercial photography and motion picture filming are not limited to the above fee schedule and may include overall campus use fees as negotiated with the applicant based upon overall impact on the District/College.

### **Regulations Pertaining to Use of District/College-Managed Property**

- 1) The official representative must be an officer of the group I or II or present written authority from the organization making application for use of District/College property and shall be responsible for all damage or loss of District/College property.

- 2) All applicants are expected to observe District/College regulations, policies, and procedures.
- 3) All applicants shall provide supervision sufficient to assure compliance with law and District/College regulations. These applicants are also responsible for providing law enforcement officers when required to ensure crowd, parking, and traffic control. When required, an applicant must submit two (2) copies of a proposed facility plan to the facilities coordinator at least thirty (30) working days prior to the scheduled event date. Upon receipt of the floor plan, the District/College and the Fire Marshal will review it and make necessary recommendations if necessary. All proposed floor plans must be to scale. Applicants are not to assume that the facility plan is acceptable until they have received an approved copy of the plan.

All events that expect more than fifty (50) in attendance must be reviewed by the security office for security arrangement recommendations. The applicant may be required to submit a security plan for approval at least twenty (20) days prior to the date scheduled for the activity, and may be required to furnish and/or pay for security personnel, depending on the type of event and number of attendees. All security-staffing requirements are subject to the approval of the security office and will be set in a manner, which is fair and reasonable to the applicant but protects the interests of District/College.

These applicants are also required to provide ticket takers & ushers to properly staff each event. The applicant shall provide all badges for all personnel. Any sporting event, concert, or large gathering may require ambulatory services.

If management determines that a search is necessary for the given event, the applicant of that event will be required to pay for additional staffing. The security office will determine the exact number of staff that will be used as well as the costs.

Applicants are responsible for payment of all parking fees and must observe all parking regulation.

Any vehicles that are not designated campus vehicles are required to have a security issued permit to drive on campus.

The District/College is not responsible for articles left on District/College property. The applicant should secure valuable items, or the applicant should provide additional twenty-four-(24)-hour security. All security arrangements must be approved by the security office.

### **Regulations Pertaining to Use of District/College-Managed Property**

(Continued)

Immediately call 911 for all medical emergencies and, along with any damages to facilities and property, must be reported to the security office.

- 4) A District/College employee shall be on duty on campus whenever a facility is being used and shall have full charge of the property being used.
- 5) All organizations, on-campus or off-campus, must have a responsible adult sponsor/advisor sign as the official representative, and this representative must be present during the use to provide supervision. This regulation applies to student applicants.
- 6) Any request by a non-District/College applicant, or any event generating revenue for a non-District/College purpose will be categorized as a non-District Use (Group II). In the case of co-sponsored events the following applies: all applicants generating revenue for non-District/College programs: Group II fees apply:

For co-sponsored events where all revenues go directly to District/College programs then Group I fees apply.

No facility rental fee will be charged when college programs are fund-raising for college operations, and will be considered as a Group I. The details of such arrangements; including handling of cash; must be communicated in writing prior to the event and approved by the Chancellor, College President, or designee. An additional requirement of this classification is that all gross revenues are deposited in the college or foundation accounts.

Stadium user maintenance fees; including excess costs still apply for these Group I activities such as the cost of utilities and additional labor for such events. [see [Appendix 3B1\(b\)](#)] of this Manual for the Facility, Equipment, and Service Fee Schedule.

No facility rental fee will be charged, when reciprocal arrangements for facility use have been worked out with other applicants. The details of such arrangements must be communicated in writing and approved by the Chancellor, College President, or designee.

- 7) The use of tobacco products is prohibited in all District/College buildings and only in designated outside areas. Possession of alcohol, drugs, firearms, fireworks, and other weapons are not permitted in or on District/College property. It is the agreement holder's responsibility to enforce this provision. No person, while in or on District/College facilities or property shall possess, consume, give, or deliver to any other person any alcoholic beverage, other intoxicants or narcotics. Alcoholic beverages may be served if approved by the District/College or its authorized representative.

Applicants requesting to serve alcoholic beverages on campus must submit an Alcohol Serving Event form to the Facilities Scheduling Office at least thirty (30) days prior to the scheduled event. [See [Procedure 3B1\(b\)](#) of this Manual for this form.] District/College policies on serving alcoholic beverages on site must be adhered to at all times.

- 8) District/College recognizes that its image and reputation are part of what makes renting the Kern Community College District's facilities desirable to community

organizations and others. To protect that image and reputation, the Kern Community College District or its designee reserves the right to approve the content of all events or programs and any publications, signage and advertising related to those events or programs held in the District/College facilities or on its property. Likewise, any use of the District/College logo in conjunction with an event or program requires the consent and approval of District/College Public Relations office. Promotional and advertising materials used on campus must be removed immediately after the event by the person sponsoring the event or by the District/College at the sponsoring organization's expense.

No advertisement, printing, or sale of tickets is permitted prior to approval of the application and receipt of deposit for the facility.

- 9) No alterations or physical changes shall be permitted in any building or on any landscaped areas. Decorations must meet fire safety regulations and shall be erected and removed in a manner not destructive to the property. Fire Department regulations prohibit the use of lighted candles, torches with open flame or fire of any type on District/College premises. A California State Fire Marshal flame-retardant certificate will be required for any questionable materials.

When determined by the Fire Marshal, stand-by personal may be required and the District/College will invoice the cost for stand-by personal to the applicant.

All electrical cords must be hung or displayed in a safe manner. Electrical wiring must be grounded and UL listed. Extension cords may be used provided they are plugged directly into an outlet or an approved power strip. Extension cords shall not be plugged into another extension cord. Cords shall be taped down to prevent them from becoming a trip hazard. No extension cords will be provided.

No structures may be erected, attached to or assembled on District/College premises or may any electrical mechanical or other equipment be brought thereon unless authorized by the Chancellor, College President, or designee. Equipment used for events is subject to inspection and approval by District/College personal. Safe working conditions must be observed.

Decorations are not permitted on ceilings, painted surfaces, columns, fabrics, portable folding partitions, decorative walls, or fire sprinklers.

### **Regulations Pertaining to Use of District/College-Managed Property**

(Continued)

All physical arrangements and set-up information must be presented to the facilities coordinator when the application is submitted. Any changes or additions must be approved and submitted no later than a minimum of ten (10) working days prior to the event. The applicant is encouraged to provide this information as far in advance as possible in order to help ensure maximum efficiency and economy.

The facilities coordinator will determine if additional equipment will require ordering from an outside company: such as tables/chairs, etc.

No goods or services may be sold on the District/College sites without prior approval.

Keys to facilities shall be assigned only to employees of the District/College and only such employees shall open a building and facilities. Within a building, authorization is only given for entrance to specific areas and use of specific facilities.

Performance material content is subject to review. Applications may be denied based on information gathered from other sources regarding performers on-stage and back-stage practices.

All persons using District/College facilities must comply with local ordinance code on amplified sound. The person signing the agreement for the sponsoring organization is responsible for controlling sound to those standards. Amplified sound must cease between the hours of 10:00 p.m. through 9:00 a.m.

Amplified sound on campus during normal instructional hours should not exceed eighty (80) decibels. The level of amplified/or sound must be limited to reach only the immediate audiences. Sound checks must be conducted only during the hours amplified/or sound is allowed and approved for.

Speakers must be positioned carefully in order to prevent sound from disturbing persons not in the immediate area. Atmospheric conditions, buildings and the surrounding terrain can greatly influence the effect of amplification. The set-up should be carefully checked before each event and monitored occasionally during the event by the applicant.

- 10) All events at the field level of the College Stadium will provide a portable accessible toilet and lavatory accommodations per code for nondisabled persons and individuals with disabilities. This accommodation will be provided at **your** expense.

Minimum levels of heat, air conditioning, and lighting following prevailing safety codes will be in effect in all common areas during set-up, event and clean-up.

### **Regulations Pertaining to Use of District/College-Managed Property**

(Continued)

All applicants are financially responsible to the District/College for all electrical and utility services provided to the applicant.

- 11) The District/College will provide all on-site food and beverage services on an exclusive basis for all scheduled activities. Catering services can also be provided for exhibitors, staff, etc.

The Food Services Director reserves the right to utilize reasonable available space for the sale of concession items. The Food Services Director reserves the right to

determine the number of food or alcohol concession stands/booths that will be operating.

Food and beverage may not be brought onto the premises of the District/College for the purpose of distribution to patrons without the expressed written permission of the Food Services Director. Applicants bringing food to a facility shall be responsible for compliance with all health and safety regulations.

Coolers and or similar containers are prohibited.

- 12) The College reserves the right to deny any application or revoke any agreement at any time if actions resulting from such application or permission may be harmful to the best interest of the District/College or if there is a conflict with any previously scheduled event. The District/College, at its discretion, has the right to cancel and terminate an agreement immediately and without notice upon its discovery of a violation of any term, condition, or provision of the agreement on the part of the applicant. Should any such violation occur, the District/College, at its discretion, shall have the right to deny any future requests by the applicant for the use of any other District/College property or facilities.

The Chancellor, College President, or designee reserves the right to deny use if, in its judgment, such use would cause disturbance in or annoyance to the surrounding neighborhood.

- 13) Clearance for the use of District/College property must be obtained from the Chancellor/College President or designee.
- 14) All references to the "appropriate District/College administrator" in the use of property policy and procedures shall mean the Chancellor/College President or his/her designee.

Approved April 26, 2011

**Procedure 3B1(b)**



Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301-4099

- Bakersfield College
- Cerro Coso College
- District Office
- Porterville College

## Permit for Event Use of Alcohol on District Property

The Alcohol Event form must be submitted to the event scheduling office no later than thirty (30) working days prior to the event date. The ABC requires a \$25.00 license application processing fee. The BC Foundation will initially fund the cost of the permit with the understanding the entity requesting the permit will reimburse the Foundation once invoiced.

Applicant's Name	Date
Entity	
<b>Categories</b>	<b>Please respond accordingly.</b>
Application for use of facilities	<input type="checkbox"/> Yes <input type="checkbox"/> No
Diagram of facilities	<input type="checkbox"/> Yes <input type="checkbox"/> No
Insurance	<input type="checkbox"/> SISC <input type="checkbox"/> Other
Security [minimum one (1) to two (2) officers required] <a href="#">See Procedure 3B1(c)</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Food Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
List type of alcohol serving or selling at the event	
List required marketing plans or special arrangements needed.	
<b>Approvals</b>	
Authorized Event Applicant Representative	Date
Authorized Security/Safety Representative <i>(If appropriate, provide badge number.)</i>	Date
Authorized College/District Administrator	Date
Authorized Event Scheduling Office Representative	Date

**Procedure 3B1(c)**

**Security Matrix**

See following page.

Approved by the Chancellor's Executive Council  
February 21, 2006

Approved by the Chancellor's Cabinet  
March 13, 2007

## Security Matrix

Groups	Hours	Attendance	Security
Group I—Instructional and Co-curricular event	Within or outside normal operating hours	Open to public	No security required (except Stadium events). If needed, security will be notified.
Group I—Event	Within normal operating hours	Open to public and not open to public	No security required. If needed, security will be notified.
Group I—Event	Outside normal operating hours	Open to public with fifty-(50)-plus attendance	Event reviewed by security designee.
Groups II and III--Event	Within normal operating hours	Open to public with fifty-(50)-plus attendance	Event reviewed by security designee.
Groups II and III--Event	Outside normal operating hours	Open to public with fifty-(50)-plus attendance	Minimum of two (2) security officers. If needed, security designee will be notified.
Groups I, II, and III—Events in Stadium	Within or outside normal operating hours	Open to public (Football game, Track meet, etc.)	Minimum of two (2) security officers for each side of Stadium. If needed, security designee will be notified.
Groups I, II, and III—Events with Alcohol	Within or outside normal operating hours	Open to public and not open to the public	Minimum of two (2) security officers. If needed, security designee will be notified.

1. The security designee will be notified of all events serving alcohol.
2. Security designee has option to increase or decrease officers as per the requirements outlined in the matrix.
3. School districts may provide their own security staff. The site security office must be notified and approved by security designee.
4. Complex managers are considered supervisors of an event, but have various duties that do not include security, crowd control, ushering, etc., which is the reason for requiring the presence of an officer.
5. If outside security companies are used, the following must be provided to District/College representative:
  - Company license from Bureau of Security and Investigative Services (BSIS)
  - Company liability insurance coverage
  - Officer(s) name(s) and guard card(s)
  - If officer(s) is carrying a gun--officer weapons permit(s)
6. For a large event, a minimum of two (2) officers are required for every one thousand (1,000) attendees (day or evening).

**Naming District/College  
Properties, Facilities, and Programs  
Procedure**

Procedures will include the following:

1. Colleges within the Kern Community College District will develop guidelines for nominating names for properties, facilities, or programs, to be approved by the College President, and in accordance with Kern Community College District Board **Policy 3B4**.
2. Properties, facilities, and programs named in accordance with the Kern Community College District Board **Policy 3B4**, shall carry prominent exterior signage as deemed appropriate by the Chancellor or designee.
3. The Kern Community College District Naming Properties, Facilities, and Programs Matrix will be utilized in the consideration of naming of District/College properties, facilities, and programs.

**Kern Community College District Naming  
Properties, Facilities, and Programs Matrix**

<u>Funding Type</u>	<u>Minimum Donation</u>	<u>Remarks</u>
<b><u>Buildings and Related Facilities</u></b>		
College	\$25,000,000	
College Center	\$10,000,000	
Building Small	\$1,000,000	10,000 sf and smaller
Building Large	\$5,000,000	10,001 sf and larger
Floor of Building	\$500,000	Buildings 2 or more stories
Wing of Building	\$500,000	5,000 sf and larger
Classroom/Laboratory Rooms	\$100,000	
Conference/Seminar Rooms	\$100,000	
Auditoriums/Gymnasiums	\$1,000,000	
Atriums	\$75,000	
Foyers	\$75,000	
Hallways	\$50,000	
<b><u>Site Items and Related Facilities</u></b>		
Sports Facilities Small	\$1,000,000	1 acre and smaller
Sports Facilities Large	\$2,000,000 or more	Larger than 1 acre
Campus Roadways	\$500,000	
Monuments	\$250,000	
Plazas	\$250,000	5,000 sf and smaller
Courtyards	\$500,000	5,001 sf and larger
Grounds	\$500,000	Larger than 1 acre
<b><u>Educational Program Items</u></b>		
Department	\$1,500,000	
Program	\$1,000,000	
Endowed Chair	\$1,500,000	
Endowed Visiting Chair	\$1,500,000	
Endowed Research Funds	\$100,000	
Endowed Lecture Series	\$50,000	
Endowed Scholarships	\$25,000	

4. A photograph and biography of the benefactor(s) may be mounted in a place of honor in the interior of the building as deemed appropriate by the Chancellor or designee.
5. The cost of materials for benefactor recognition of major gifts including, but not limited to, building signage and tree plantings will be paid from the gift.
6. In the case of benefactor recognition that requires landscaping and grounds maintenance, an amount of money equal to two (2) times the cost for the initial improvements will be utilized from the gift. One-half (1/2) of the additional amount will then be used for the initial cost and the other half (1/2) will be used for the perpetual care of the specified landscaped area.
7. The Chancellor or designee reserves the right to make certain decisions related to signage and markers including, but not limited to, color, design, and size of any physical signage or markers that provide information about the benefactor(s).
8. The Chancellor or designee reserves the right and responsibility to determine and carry out the exact nature of any ongoing care and maintenance of any recognition.

Reviewed and Recommended by  
Chancellor's Cabinet  
October 28, 2008

Reviewed and Recommended by  
District Consultation Council  
September 29, 2009

Reviewed and Recommended by  
Board Finance and Audit Committee  
October 21, 2009

**Meals and In-State Travel Allowance for Students**

**Meals**

1. Meals will be funded for the approved travel party only (e.g., students and athletes eligible for competition).
  
2. Meals will be funded at the per diem rate noted below. Meal allowances may be adjusted up to the employee rates for travel to high-cost cities with prior approval by the appropriate Vice President. High-cost cities will be determined by the rates published by the Federal Internal Revenue Service.
  - ◆ Breakfast.....\$ 5.00
  - ◆ Lunch.....\$ 7.00
  - ◆ Dinner .....\$10.00
  
3. Travel must begin prior to 6:30 a.m. to receive funding for breakfast.
  
4. To receive funding for lunch, travel coverage is required for the entire period between 11:00 a.m. and 2:00 p.m.
  
5. Travel must conclude after 6:00 p.m. to receive funding for dinner.
  
6. A District Student Travel Authorization form must be signed by the approved traveling party and returned within ten (10) days to the College Business Services Office. [See **Procedure 3C1(b)** of this Manual for the District Student Travel Authorization form.]
  
7. The approved traveling employee must complete the District Student Travel Authorization form if meals or food goods are purchased on a group basis. The District Student Travel Authorization form must be returned within ten (10) days to the College Business Services Office. All receipts must accompany form.
  
8. Prepayment dollars for meals not spent must be returned to the College Business Services Office for deposit to the appropriate fund.

**Lodging**

1. Lodging will be funded for the approved travel party only, (e.g. students and athletes eligible for competition).
2. Lodging will be funded at cost.

Revised and Recommended by  
District Vice Presidents  
November 4, 2009

Reviewed and Revised by  
Chancellor's Cabinet  
November 10, 2009; December 8, 2009  
Reviewed and Recommended  
January 12, 2010

Reviewed and Recommended by  
District Consultation Council  
January 26, 2010

**Procedure 3C1(b)**

See following pages.

Approved by  
Chancellor's Executive Council  
January 23, 2007

Approved by  
Chancellor's Cabinet  
March 13, 2007

Revised March 31, 2009



# Student Travel Authorization

03/2009  
DO/BusServs

Original to: College Business Services Office

Student Travel Authorization—Page two

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## **Instructions**

1. The Student Travel Authorization form must be completed in its entirety.
2. Within ten (10) days of the conclusion of the event the completed Student Travel Authorization form, and excess funds, are to be received by the College Business Services Office. Any failure to comply with this requirement may cause denial of future requests for advances.
3. Meals will be funded for the approved travel party only (e.g., athletes eligible for competition, students).
4. Meals will be funded at the per diem rate of:
  - Breakfast.....\$ 5.00
  - Lunch.....\$ 7.00
  - Dinner.....\$10.00
5. Travel must begin prior to 6:30 a.m. to receive funding for breakfast.
6. To receive funding for lunch, travel coverage is required for the entire period between 11:00 a.m. and 2:00 p.m.
7. Travel must conclude after 6:00 p.m. to receive funding for dinner.



## **ABSENCE/TRAVEL REQUEST/REIMBURSEMENT CLAIM FORM INSTRUCTIONS**

1. Please complete the top portion with date, name, event, destination, dates of event, times of departure and return, and classes to be missed, if applicable.
2. Indicate the budget number or numbers to be charged and identify the amount each source will be paying for the trip. The signature of the appropriate budget supervisor for each budget number to be charged is required.
3. Complete only the *estimated cost* portion when the request is initiated. Indicate type of transportation, information on lodging, registration fees, amount of meals, and miscellaneous charges. Prepayment for transportation, lodging, food and registration fees may be requested. Cash advances are available for up to ninety percent (90%) of the total estimated costs.
4. Please sign the form and have the immediate supervisor approve the request.
5. To request reimbursement complete the *Actual Expenses Claimed* section of the form. List all expenses, total the actual cost column, then deduct all prepayments. The balance will equal the amount to be reimbursed. The claim should be made within five (5) working days after the trip is completed.
6. Meals will only be reimbursed at the per diem reimbursement rate of \$55.00 per day: Breakfast, \$12.00; Lunch, \$15.00; and Dinner, \$28.00. The Chancellor and/or College President must approve actual reimbursement for meal costs that deviate from the per diem reimbursement rate.

Meal reimbursements will be prorated as follows:

Breakfast.....If travel is begun prior to 7:00 a.m.  
Lunch .... .....If travel covers entire period between 11:00 a.m. and 2:00 p.m.  
Dinner ... .....If travel is concluded after 6:00 p.m.

Travel--The most economical mode of transportation should be used. Travel by personal automobile will be reimbursed at the Board authorized rate per mile, and the employee must have an *Agreement For Use of Automobile* form on file with his/her Campus/District Business Services to receive reimbursement. A mileage chart will be provided for commonly visited areas. If destination is not listed, odometer readings will be required.

Non-reimbursable—Personal telephone calls, entertainment, or alcoholic beverages will not be reimbursed. Meals included as part of the meeting/conference registration will not be reimbursed.

Incidental Expenses—These include conference fees, portering services, business related telephone calls (use cell phone if District-provided and is available), faxes and internet, and tips.

Other Expenses--Receipts must be provided for all expenditures except meals including any prepayments. Baggage handling charges may be reimbursed up to \$5.00 per day without receipt. A receipt is required for extra baggage handling; use CalCard if you have one. If there are no expenses to be claimed, indicate so and return the form to College or District Business Services. This will return funds back to the proper budget account. **All claims must be submitted within thirty (30) days of the travel claim. For June travel, claims must be submitted no later than the July cut-off date for processing prior year invoices.**

## **Claim for Absence/Travel Reimbursement** **General Guidelines**

### **General Reimbursement Policy**

It is District policy that authorized travel expenditures will be reimbursed for lodging, meals, transportation and other incidental expenses (Board Policy Manual, **Policy 3C3**). Out of country travel requires District Chancellor's Office approval.

An Absence/Travel Request/Reimbursement Claim form must be processed for authorization to be absent, request for pre-payment, or reimbursement of travel expenses.

All claims must be submitted within thirty (30) days of the last day of travel. In June, claims must be submitted no later than twenty (20) days after fiscal year end.

### Steps to Activate the Travel Process

- 1) Initiator will complete the travel request form and present it to immediate/approving supervisor. The initiator should complete all portions indicating preference for pre-payment of conference fees, lodging, and transportation or the use of a credit card to cover these expenditures. It will also be necessary to attach all pertinent backup documents.
- 2) The supervisor will approve the request and forward all copies to College or District Business Services.
- 3) College Business Services will issue requested pre-payments.
- 4) District Business Services will issue requested pre-payments or credit cards, retain one (1) copy for files and return the remaining copies to the initiator.

### **Guidelines**

- 1) Within ten (10) working days after the trip is completed, the travel form requesting reimbursement for meals and miscellaneous expenses shall be submitted to the College or District Business Services. Receipts for all expenditures including any pre-payments shall be attached. Reasonable baggage handling charges may be reimbursed up to five dollars (\$5.00) per trip. No reimbursements for prior year claims will be processed after July 30 of the succeeding year.

## Guidelines— (continued)

- 2) The most economical mode of transportation shall be used.
  - a. When travel is by personal automobile, between points having air service, the amount of travel reimbursement shall be no more than air fare (coach, unless that is not available) and will be reimbursed at the Board approved mileage reimbursement rate. The claim should include parking. Also, a current *Agreement For Use of Private Automobile* must be on file with the College or District Business Services office. A mileage chart will be provided for commonly visited areas. If the destination is not listed, odometer readings will be required.
  - b. When two (2) or more persons can conveniently travel together by car, they are urged to do so. The maximum transportation and living expenses allowance shall not exceed the sum of air coach travel costs that would have been incurred had the person traveled separately.
  - c. When travel is by public carrier, the claim shall not exceed cost of air coach fare plus necessary parking and/or limousine service. Receipt shall be submitted with claim.
  - d. When special considerations require use of an automobile (e.g., a trip having several successive destinations), these are to be explained on the travel claim. When a rental car is used, this should also be explained.
  - e. Charges for parking, tolls, taxi, and airport limousine shall be specified and receipt included.
- 3) Personal telephone calls, entertainment expenses, or alcoholic beverages will not be reimbursed.
- 4) If total reimbursement exceeds estimated costs by more than twenty-five dollars (\$25.00), the Budget Supervisor must approve (initial) overage amount before being submitted for payment.
- 5) If there are no expenses to be claimed, this shall be so indicated, and the form should be returned to the College or District Business Services so funds will be released back to the proper budget account.
- 6) If prepayments are made for lodging, commercial transportation, or conference registration, and travel is subsequently canceled, it is the initiator's responsibility to immediately notify the College or District Business Services.

## **Living Expenses**

- 1) Lodging—The receipted lodging bill is to be submitted with the claim. All personal hotel charges, including telephone calls, will be deducted from the lodging bill.

## Living Expenses (continued)

- 2) Meals—Reimbursed at the per diem rate of fifty-five (\$55.00) per day--breakfast, twelve dollars (\$12.00); lunch, fifteen dollars (\$15.00); dinner, twenty-eight dollars (\$28.00). Meal reimbursements will be prorated as follows: leave before 7:00 a.m. entitled to breakfast; away from regular work site for the entire period of 11:00 a.m.-2:00 p.m. entitled to lunch; return to regular work site after 6:00 p.m. entitled to dinner.

Reviewed and Recommended by  
Chancellor's Executive Council  
January 23, 2007

Reviewed and Recommended by  
Chancellor's Cabinet  
March 13, 2007

Revised 03/2009

## **Procedures for Cash Advances**

***Request for cash advances are limited to group travel involving students. A request for cash advances must be submitted on a requisition form.***

Cash advances can be used for group travel involving students such as athletics, student government, class field trips, etc. An itemization of estimated expenses, a list of people participating in the trip, dates of trip, and purpose of travel should accompany the request for cash advance. The request for cash advance must have the appropriate approval. The responsible employee supervising the group travel will ensure all receipts are turned into the College Business Office. Any portion of the cash advance that is unsubstantiated is required to be returned to the College Business Office.

Approved by Chancellor's Cabinet

July 13, 1995



Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93301-4099

**Procedure  
 3C3B**

- Bakersfield College
- Cerro Coso College
- District Office
- Porterville College

# Agreement for Use of Automobile on School Business

*(This Form Must be Renewed Each Fiscal Year)*

<b>Fiscal Year</b>

I hereby certify that I am licensed and have public liability, property damage, and medical insurance with coverage in the amounts required by the State of California to operate an automobile. I agree and understand that if approved by my supervisor for use of my private automobile while performing required duties, that the Board-approved mileage rate shall be deemed to be the actual expense of operating the automobile including gasoline, oil, and depreciation. This rate is determined by the Board of Trustees to be the actual travel expenses incurred by me in performing my duties. I understand that my private automobile insurance will be the primary insurance coverage in the event of an accident.

**(Please attach copies of your Driver's License and Insurance certificate)**

Signature of Employee/Student	Employee/Student ID Number @	Date
Type/Print Name	Position/Title	
Insurance Carrier	Policy Number	Driver's License Number

Signature of Supervisor	Date

## Board Policy Manual

- 3C3    Staff Conferences and Meetings
  - 3C3A    Employees who are authorized and directed by the Chancellor or designee to attend educational conferences or meetings may be reimbursed for expenses incurred. Out-of-country travel requires Chancellor or designee approval. See Procedure 3C3A(a) of this Manual for forms and procedures for attendance of conferences and meetings and for expense reimbursement.
  - 3C3B    The most economical mode of transportation should be used. When a school car is not available and travel by private automobile is authorized, mileage shall be paid to the owner of the vehicle at the Board approved rate, mileage will be based upon most direct route. Receipt for commercial transportation shall be submitted with claim.
 

The Board approved rates for mileage reimbursements shall be the same as the guidelines used by the federal government (IRS). See Procedure 3C3B of this manual for the Agreement for Use of Automobile on School Business form.
- 3C4    Staff Transportation
  - 3C4A    Employees whose duties necessitate in-district travel shall be paid for meals in accordance with the guidelines in Procedure 3C4A and for the use of their cars at the Board approved mileage rate described in Policy 3C3B. Itemized claim statements must be presented to ensure payment of claims. (See Procedure 3C4A of this Manual for the In-District Travel Expense Claim form and General Guidelines and Procedure 3C3B of this Manual for the Agreement for Use of Automobile on School Business form.)
  - 3C4B    Private vehicles used for District business must be properly insured, currently registered, in safe and reliable working condition and appropriate for intended use. The employee shall certify that his/her automobile has public liability, property damage, and medical insurance, with coverage amounts at least in accordance with the minimum requirements of the State of California.
  - 3C4C    Employees or students using either District or private vehicles for District business must be properly insurance and licensed. (See Policy 4B7 for student transportation policies.)

**Procedure 3C4A**

See Following Pages.

Reviewed and Recommended by  
Chancellor's Executive Council  
January 23, 2007

Reviewed and Recommended by  
Chancellor's Cabinet  
February 27, 2007



**This form is to be utilized for In-District travel that does not involve an overnight stay and is part of the employee's regular job assignment.**

**General Guidelines**

Submit completed form to College or District Business Services requesting reimbursement for meals and transportation expenses.

1. Meals—Reimbursement of meal cost will not exceed \$55.00 per day: Breakfast, \$12.00; Lunch, \$15.00; and Dinner, \$28.00. **The Chancellor and/or College President must approve actual reimbursement for meal costs that deviate from the per diem reimbursement rate.**

Meal reimbursements will be prorated as follows:

Breakfast... If travel is begun prior to 7:00 a.m.

Lunch ..... If travel covers entire period between 11:00 a.m. and 2:00 p.m.

Dinner..... If travel is concluded after 6:00 p.m.

2. Travel--The most economical mode of transportation should be used. Travel by personal automobile will be reimbursed at the Board authorized rate per mile, and the employee must have an *Agreement For Use of Automobile* form on file with his/her Campus/District Business Services to receive reimbursement. A mileage chart will be provided for commonly visited areas. If destination is not listed, odometer readings will be required.
3. Non-reimbursable--Personal telephone calls, entertainment, or alcoholic beverages will not be reimbursed. Meals included as part of the meeting/conference registration will not be reimbursed.

***All claims must be submitted within thirty (30) days of the last day of travel. In June, claims must be submitted no later than twenty (20) days after fiscal year end.***

## Classification Of Records

### Class 1—Permanent Records

Definition according to Title 5, Section 59023

*The original of each of the records listed below, or one (1) exact copy thereof when the original is required by law to be filed with another agency, is a Class 1—Permanent Record and shall be retained indefinitely, unless microfilmed in accordance with California Code of Regulations.*

### Board of Trustees/Chancellor

Report	Responsibility
District Organization/Reorganization Documents	Learning Services Center (LSC) Chancellor's Office
Elections Records	LSC Chancellor's Office
LSC Organization Documents	LSC Chancellor's Office
Minutes of all Board of Trustees Meetings	LSC Chancellor's Office
Property Records (titles, origination documents, etc.)	LSC Chancellor's Office

**Finance**

<b>Report</b>	<b>Responsibility</b>
Annual Accounts Receivable Report	Learning Services Center (LSC) Business Services
Appraisals of Land and Buildings	LSC Business Services
Auditors Report of District and Foundations	LSC Business Services
Bid Conditions (Advertised)	LSC Business Services
District Budget (Official)	LSC Business Services
Current Liability Report	LSC Business Services
Commercial Warrant Report	LSC Business Services
Deferred Maintenance Five-Year Plan	LSC Business Services
Earnings Reports (Quarterly)	LSC Business Services
Employee's Withholding Allowance Certificate	LSC Business Services
Enterprise and Student Annual Fund Reports	LSC Business Services
Facilities Inventory	LSC Business Services
Federal Withholding Tax Reports	LSC Business Services
Financial Annual Reports of all Funds	LSC Business Services
Fixed Assets (detail or summary records)	LSC Business Services
General Ledger and all Fund Ledgers	LSC Business Services
Lease Agreements	LSC Business Services
OASDI Reports	LSC Business Services
Payroll Adjustment Orders	LSC Business Services
Payroll Listing for CalPERS/CalSTRS	LSC Business Services
Payroll Summary (Annual)	LSC Business Services
Payroll Warrants Registers	LSC Business Services
Payroll and Salary Records	LSC Business Services
Payroll Officer Records	LSC Business Services

Finance (continued)

<b>Report</b>	<b>Responsibility</b>
Quarterly Wage and Withholding Report	LSC Business Services
Tax Records	LSC Business Services
Time Records (accrued vacation, sick leave, etc.)	LSC Business Services
W-2 Wage and Tax Statement	LSC Business Services

Human Resources

<b>Report</b>	<b>Responsibility</b>
<b>Official Personnel File (Regular Staff)</b> ➤ Original Application ➤ Letters of Recommendation ➤ Transcripts ➤ Verification of Experience ➤ Affirmative Action Survey ➤ Fingerprint History ➤ Original Interview Notes ➤ Notice of Employment ➤ Personnel Actions ➤ Requests for Board Action ➤ Employment Contracts ➤ Evaluations ➤ Leave History ➤ Salary Progression	LSC Human Resources
Benefit Enrollment Forms (health, dental, vision, tax shelter, life insurance, flex plan, optional insurances)	LSC Human Resources
Board Actions	LSC Human Resources
Collective Bargaining Agreements	LSC Human Resources
Employee Complaints	LSC Human Resources
Employee Grievances Files—Inactive	LSC Human Resources
Employee Permanent Records Cards	LSC Human Resources

Human Resources (continued)

<b>Report</b>	<b>Responsibility</b>
Faculty Obligation Report (1725)	LSC Human Resources
Pay Authorizations	LSC Human Resources
Staff Development Report	LSC Human Resources
Staff Diversity Report	LSC Human Resources
Student Complaints Against Personnel	LSC Human Resources
Workers' Compensation Accident or Injury Reports	LSC Human Resources
Workers' Compensation Quarterly Payroll Report	LSC Human Resources
EDD Benefit Audit—DE-1296B	LSC Human Resources
EDD Quarterly Contribution Return and Report of School Employees Wages Under the Unemployment Insurance Code (DE-9423)	LSC Human Resources
Employee Income Protection Insurance Records	LSC Human Resources
Employee Income Protection Insurance Records	LSC Human Resources
Safety Inspection Reports	LSC Human Resources
Department of Transportation Random Drug Testing Records	LSC Human Resources

**Student**

<b>Report</b>	<b>Responsibility</b>
Student Permanent Record (before 1987)	College Admissions and Records Office
<p>The following Student Data Elements Beginning 1987:</p> <ul style="list-style-type: none"> <li>• Name of student</li> <li>• Date of birth</li> <li>• Student identifier (i.e., Social Security number)</li> <li>• Entering and leaving dates for each semester including summer session</li> <li>• Courses taken during each semester including summer session</li> <li>• Grades and credits given during each semester including summer session</li> <li>• Grades and credits accepted from other institutions</li> <li>• Degrees and certificates earned and dates awarded</li> <li>• Cumulative grade point averages</li> <li>• Average Daily Attendance (ADA)/Full-time Equivalent Students (FTES) including Period 1, Period 2, and Final reports (CCAF-320)</li> <li>• FTES attendance detail reports*</li> </ul>	LSC Information Technology

\* *Changed to Class 3 after microfilming*

Student (continued)

<b>Report</b>	<b>Responsibility</b>
Faculty Contact Hours Adjustment (CCAF-320F)	LSC Information Technology
Apprenticeship Attendance Report (CCAF-321)	LSC Information Technology
Estimated Enrollment Fee Revenue	LSC Information Technology
Board of Governors Fee Waiver Program (BFAP 1-C)	LSC Information Technology
Request for Student Formal Hearings	College
Student Discipline Records	College

Approved by the Chancellor's Cabinet  
April 21, 1994  
Effective May 19, 1994

Revised October 22, 2002

## Classification of Records

### Class 2--Optional Records

*Definition according to Title 5 Section 59024: Any record worthy of further preservation but not classified as Class 1--Permanent may be classified as Class 2-Optional and shall then be retained until reclassified as Class 3--Disposable.*

### Human Resources

Report	Responsibility
Workers' Compensation Log and Summary of Occupational Injuries and Illnesses—CAL/OSHA 200 [five (5) years]	Learning Services Center (LSC) Human Resources
Independent Contractor Checklist [three (3) years]	LSC Human Resources
Billings—Optional Insurances [two (2) years]	LSC Human Resources
Billings—SISC (health, dental, life insurance, behavioral health, vision) [two (2) years]	LSC Human Resources
Billings—Tax Shelters [two (2) years]	LSC Human Resources
LSC Warrant Requests (benefit billings) [three (3) years]	LSC Human Resources

Approved by the Chancellor's Cabinet  
 April 21, 1994  
 Effective May 19, 1994

Revised October 22, 2002

## Classification of Records

### Class 3--Disposable Records

*Title 5, Section 59026 states that generally, a Class 3--Disposable record, unless otherwise specified, should be destroyed during the third (3rd) College year after the College year in which it originated. Section 59026 further states that Federal programs, including various student aid programs, may require longer retention. These longer retention periods are noted below.*

#### Finance

<b>Report</b>	<b>Responsibility</b>
Accounts Payable Reconciliation [four (4) years]	Learning Services Center (LSC) Business Services
Accounts Receivable Reconciliation [four (4)]	LSC Business Services
Air Travel Reservations [four (4) years]	LSC Business Services
Applications of Special Project funds [six (6) years]	LSC Business Services/College Business Office
Bank Deposit Slips [seven (7) years]	LSC Business Services/College Business Office
Bank Reconciliation and Cancelled Checks [four (4) years]	LSC Business Services
Bank Statements [seven (7) years]	LSC Business Services
Bids [four (4) years]	LSC Business Services
Budget Worksheet [four (4) years]	LSC Business Services

Finance (continued)

Report	Responsibility
Cancelled Checks and Bank Reconciliation Student Body Records [seven (7) years]	LSC Business Services
Cash Collection Reports/Student Body Records [four (4) years]	LSC Business Services
Contracts [five (5) years]	LSC Business Services
<i>Enterprise Fund Detail Records</i>	LSC Business Services/College Business Office
Investment Records [four (4) years]	LSC Business Services
Invoices, LSC (outgoing) [four (4) years]	LSC Business Services
Invoices, Vendor's [four (4) years]	LSC Business Services
Journals (all funds) [four (4) years]	LSC Business Services
Membership Data forms (CalPERS/CalSTRS)	LSC Business Services
Other Financial Detail Records [five (5) years]	LSC Business Services
Petty Cash Payments Memo [four (4) years]	LSC Business Services/College Business Office
Purchase Orders (computer records) [four (4) years]	LSC Business Services
Timesheets/Cards [four (4) years]	LSC Business Services
Vendor's Files [five (5) years]	LSC Business Services/College Business Office
Warrants/Checks [four (4) years]	LSC Business Services/College Business Office

**Human Resources**

<b>Report</b>	<b>Responsibility</b>
Affirmative Action Recruitment Records [four (4) years]	LSC Human Resources
Employee Eligibility Verification (I-9) [three (3) years]	LSC Human Resources/College Human Resources Office
Employee Pre-Placement Drug Screens	LSC Human Resources
Employee Pre-Placement Physicals	LSC Human Resources
Recruitment Records (Applicant Pools) [three (3) years]	LSC Human Resources/College Human Resources Office
Report of New Employees (DE 34) [four (4) years]	LSC Human Resources
Report of Independent Contractors (DE 542) [four (4) years]	LSC Human Resources
Deceased/Terminated Retiree Files	LSC Human Resources
HCFA Data Match Project (MSPC-1)	LSC Human Resources

**Student**

<b>Report</b>	<b>Responsibility</b>
Permanent class record (roll sheet)	College
Grade Change form	College
Veterans Certification form [five (5) years]	College
Athletic Eligibility form [five (5) years]	College
Foreign student forms/documents [five (5) years]	College
Financial Aid Forms [five (5) years]	College

Approved by the Chancellor's Cabinet  
 April 21, 1994  
 Effective May 19, 1994

Revised October 22, 2002

## Classification of Records

### Class 4--Disposable Records (After the Current Semester)

#### Student

Report	Responsibility
Credit/No Credit Petition and Delete Grade Petition (student)	College
Petition to Audit	College
College Level Exam Program (CLEP) form	College
Add/Drop Course form	College
Advanced Placement form	College
Concurrent Enrollment form	College
Petition for Readmission	College
Posted Transcript	College
Residence classification support documentation	College
Petition for Graduation	College
Request for Transcript form	College
Refund Request form	College
Credit by Examination form	College
Diplomas and certificates [one (1) year past date of award]	College

Student (continued)

<b>Report</b>	<b>Responsibility</b>
Assignment of Incomplete ("I") Grade form [one (1) year]	College
Student Application form	College
Student Update form	College
General Person Update form	College
Verification forms (all)	College
Social Security Number (SSN) Changes	College
Subpoena Requests	College

Approved by the Chancellor's Cabinet  
April 21, 1994  
Effective May 19, 1994

Revised October 22, 2002

## Classification of Records

### Continuing Records

*According to Title 5, Section 59022, records of a continuing nature, i.e., **active** and **useful** for administrative, legal, fiscal, or other purposes over a period of years, shall not be classified until such usefulness has ceased. [An example of this is the **Student Education Plan**, which is a continuing record as long as it is active, then it becomes a Class 4—Disposable Record (after the current semester).]*

Approved by the Chancellor's Cabinet  
April 21, 1994  
Effective May 19, 1994

## **Computing and Network Use Prohibitions**

Improper uses of Colleges/District computing and network resources are prohibited as follows:

- (1) The use of computing and network resources for cheating, plagiarism, furnishing false information, other acts of academic dishonesty, or malicious behavior that interferes with meeting the College/District educational mission is prohibited.
- (2) The use of computing and network resources shall not interfere with the work of employees or students nor disrupt the normal operation of the Colleges/District.
- (3) Computing and network use that monopolizes resources; network use that creates unnecessary network traffic; broadcast of inappropriate electronic mail and messages; transmission of electronic chain letters or other requests for money; and distribution or circulation of media known or suspected to contain computer viruses are prohibited.
- (4) Copying, distributing (either free or for monetary gain), or receiving copyrighted software or electronic information without paying the specified royalty (U.S. copyright laws) are prohibited.
- (5) Unauthorized computing and network account sharing is prohibited.
- (6) Attempts to gain unauthorized access to any computing or network resource are prohibited.
- (7) Unauthorized commercial or business use of Colleges/District computing and network resources for individual or private gain is prohibited.
- (8) Use of Colleges/District computing and network resources to intentionally transmit, receive, display or copy obscene, pornographic, discriminatory or harassing materials not related to coursework or research is prohibited.
- (9) Use of Colleges/District computing and network resources to access or attempt to access student or employee information for any purpose not specifically job-related violates state and federal laws and District policy and is prohibited.
- (10) The Electronic Communications Privacy Act (federal law) includes electronic mail and messages in the same category as U.S. mail and telephone calls, and defines unauthorized attempts to access another user's information as unlawful behavior. Such behavior is prohibited.

Reviewed and Recommended by  
Chancellor's Cabinet, September 16, 2008  
District Consultation Council, May 18, 2009

## **Computer Software Use Procedures**

- (1) Only software which falls into one of the following categories may be used on equipment which is under the jurisdiction of the Kern Community College District:
  - (a) The software has been purchased by the District in sufficient quantities to account for one purchase for each machine on which the software is used, and a written record of the purchase is available in District files.
  - (b) The software is covered by a licensing agreement with the software author, vendor, or developer, as applicable; no tenets of the agreement have been violated by the user; and a written copy of the agreement is available in District files.
  - (c) The software has been donated to the District in accordance with the software license, and a written record of the donation or its acceptance is available in District files.
  - (d) The software has been developed or written by a District employee for use on District equipment, and full credit has been given to the developer by other users.
  - (e) The software is in the public domain, and documentation exists to substantiate its public domain status.
  - (f) The software is being reviewed or demonstrated as part of a purchasing or licensing decision, and arrangements for such review or demonstration have been satisfactorily reached between the District and the appropriate vendor or representative.
  - (g) The software is the personal property of the user, and these procedures and software license requirements are followed.

- (2) According to law, all copies are illegal unless they fall into one of the following categories:
  - (a) The copy is created as an essential step in the utilization of the computer program in conjunction with a machine, and it is used in no other manner.
  - (b) The copy is for archival purposes only, and all archival copies are destroyed when continued possession of the computer program ceases to be rightful.
  - (c) The copy is in compliance with the license agreement.
- (3) In order to certify the District's right-to-use software installed on District-owned computers, copies of all software licenses shall be on file at a designated location. When installing software on a District-owned computer, the person completing the installation is responsible for the following:
  - (a) Installation of the software according to instructions provided by the software author/distributor.
  - (b) Completion of a Software Registration Form. (See **Appendix 3E3**)
  - (c) Forwarding the Software Registration Form, the Software License Agreement received with the software, and a copy of the software purchase order to the designated location. These documents constitute an archival record.
- (4) If a software audit is performed either by District staff, law enforcement officers, or regulatory agencies, the archival records will be used to prove ownership of specific software products. If an archival record does not exist for a specific copy of software and the user is unable to provide proof of legal use as stated in these Procedures, the software will be deleted from the computer's storage media, and all backup copies will be destroyed.

Approved by the Chancellor's Cabinet  
May 23, 1993

Renumbered 4/21/94, 2/11/97, and 10/11/00

## **College Computing and Network Use Procedures**

The Colleges of the Kern Community College District may develop, adopt, and implement written computing and network use procedures that are consistent with the District's Computing and Network Use Policy, including, but not limited to references to:

- A. The District Computing and Network Use Policy including its ten (10) prohibitions.
- B. The legal aspects of computing and network use procedures such as:
  - (1) The rights of users to freely examine issues.
  - (2) Sexual harassment and creating a hostile environment
  - (3) Freedom from intimidation, embarrassment, or fear
  - (4) Rules related to behavior
- C. The development of priorities that emphasize computing and network use that is related to the mission of the College/District.
- D. Sanctions that range from a warning, to restriction of use, to disciplinary action, to legal action.
- E. College Computing and Network Use Procedures will have the approval of the President, will be given wide dissemination to users, and will be forwarded to the District Director, Information Technology.

Reviewed and Recommended by  
Chancellor's Cabinet  
September 16, 2008

Reviewed and Recommended by  
District Consultation Council  
May 18, 2009

**Attaching Outside Agencies to the District Wide Area Network (WAN)**

1. A written proposal to attach outside agencies to the District WAN is required, and must meet the following stipulations:
  - a) Cite and explain the mutual benefit to the District and the outside agency of the proposed attachment.
  - b) Identify the costs required to establish and maintain the proposed attachment with the assistance of the District Information Technology staff. Cost considerations should include, but not be limited to, the following:
    - Hardware costs
    - Support costs
    - Bandwidth costs
    - Personnel costs
    - Other costs
  - c) Propose the method for either recovering the related costs, and/or demonstrating the quantifiable off-setting financial benefits to the KCCD.
  - d) Specify the proposed terms and conditions, which include the following:
    - Duration of the agreement and means for evaluating whether it should be extended, renewed, or terminated
    - Services to be provided
    - Costs to the District and method of cost recovery and/or reimbursement
    - Disclaimers related to the interruptions outside the control of KCCD
    - Mutually agreed upon security provisions
    - Method of distribution of resources and obligations upon dissolution of agreement

- 2) A proposal following the stipulations set forth in the Procedures noted in #1, above, will be presented to the District-wide Information Technology Committee (DWITC) for consideration, with action following at a subsequent meeting.
- 3) The DWITC recommendation will be taken to the Chancellor's Cabinet for consideration.
- 4) The agreement or contract for attaching the outside agency to the District WAN will be taken to the Board of Trustees for action upon the recommendation of the Chancellor's Cabinet.
- 5) Once the proposal to attach an outside agency to the District WAN is approved, the Assistant Chancellor, Information Technology will implement the agreement and proceed with the project.

Approved by the Chancellor's Cabinet  
February 8, 2000

## **Electronic Mail Procedure**

### **PART ONE--INTRODUCTION**

The purpose of this Procedure is to assure that:

1. The Kern Community College District (KCCD) community is informed about the applicability of policies and laws to electronic mail;
2. Electronic mail services are used in compliance with those policies and laws;
3. E-mail users are informed about how concepts of privacy and security apply to electronic mail; and
4. Disruptions to KCCD electronic mail and other services and activities are minimized.

### **PART TWO--DEFINITIONS**

*Any readers unfamiliar with the terminology used in this Procedure can refer to a set of definitions in Appendix 3E3, Part C.*

### **PART THREE--GENERAL INFORMATION**

General information regarding electronic mail has been included in [Appendix 3E3](#), Part D.

## **PART FOUR--SCOPE**

This Procedure applies to:

1. All electronic mail systems and services provided or owned by the KCCD.
2. All users, holders, and uses of KCCD E-mail services.
3. All KCCD E-mail records in the possession of KCCD employees or other E-mail users of electronic mail services provided by the KCCD.

This Procedure applies only to electronic mail in its electronic form. The Procedure does not apply to printed copies of electronic mail.

## **PART FIVE--GENERAL PROVISIONS**

1. **Purpose**--In support of its mission of instruction and public service, the KCCD encourages the use of KCCD electronic mail services to share information, to improve communication, and to exchange ideas.
2. **KCCD Property**--KCCD electronic mail systems and services are KCCD facilities as that term is used in other policies and guidelines. Any electronic mail address or account associated with KCCD, or any sub-unit of the KCCD, assigned by the KCCD to individuals, sub-units, or functions of the KCCD, is the property of the KCCD.
3. **Service Restrictions**--Those who use KCCD electronic mail services are expected to do so responsibly, that is, to comply with state and federal laws, with this and other policies and procedures of KCCD, and with normal standards of professional and personal courtesy and conduct. Access to KCCD electronic mail services is a privilege that may be wholly or partially restricted by KCCD without prior notice and without the consent of the E-mail user when required by and consistent with law, when there is substantiated reason (as defined in **Appendix 3E3**, Part C, Definitions) to believe that violations of policy or law have taken place, or, in exceptional cases, when required to meet time-dependent, critical operational needs.

Part Five (continued)

4. **Consent and Compliance**--An E-mail holder's consent shall be sought by KCCD prior to any inspection, monitoring, or disclosure of KCCD E-mail records in the holder's possession, except as provided for in Part Five, Number 5. KCCD employees are, however, expected to comply with KCCD requests for copies of E-mail records in their possession that pertain to the administrative business of KCCD, or whose disclosure is required to comply with applicable laws, regardless of whether such records reside on a computer housed or owned by KCCD. Failure to comply with such requests can lead to the conditions of Part Five, Number 5.
  
5. **Restrictions on Access Without Consent**--KCCD shall only permit the inspection, monitoring, or disclosure of electronic mail without the consent of the holder of such E-mail (a) when required by and consistent with law; (b) when there is substantiated reason (as defined in **Appendix 3E3**, Part C, Definitions) to believe that violations of law or KCCD policies listed in **Appendix 3E3**, Part B have taken place; (c) when there are compelling circumstances as defined in Part Three; or (d) under time-dependent, critical operational circumstances as defined in Appendix 3E3, Part C, Definitions.

When the contents of E-mail must be inspected, monitored, or disclosed without the holder's consent, the following shall apply:

- (A) **Authorization**--Except in emergency circumstances as defined in **Appendix 3E3**, Part C, Definitions, and pursuant to Part Five, Number 5b, such actions must be authorized in advance and in writing by KCCD Assistant Chancellor for Information Technology Services (IT). Authorization shall be limited to the least perusal of contents and the least action necessary to resolve the situation.
  
- (B) **Emergency Circumstances**--In emergency circumstances as defined in **Appendix 3E3**, Part C, Definitions, the least perusal of contents and the least action necessary to resolve the emergency may be taken immediately without authorization, but appropriate authorization must then be sought without delay following the procedures described in Part Five, Number 5A, above.

Part Five, Number 5 (continued)

- (C) **Notification**--In either case, the responsible authority or designee shall, at the earliest possible opportunity that is lawful and consistent with other KCCD policies and procedures, notify the affected individual of the action(s) taken and the reasons for the action(s) taken.
  - (D) **Compliance with Law**--Actions taken under Part Five, Numbers 1 and 2 shall be in full compliance with the law and other applicable KCCD policy and procedure, including laws and policies listed in **Appendix 3E3**, Part A.
6. **Recourse**--Individuals who believe that actions taken by employees or agents of KCCD were in violation of this Procedure should file a complaint with the Assistant Chancellor for IT.
7. **Misuse**--In general, both law and KCCD policy prohibit the theft or other abuse of computing resources. Such prohibitions apply to electronic mail services and include (but are not limited to) unauthorized entry, use, transfer, and tampering with the accounts and files of others, and interference with the work of others and with other computing facilities. Under certain circumstances, the law contains provisions for felony offenses. Users of electronic mail are encouraged to familiarize themselves with these laws and policies (see **Appendix 3E3**, Part A, References).

**PART SIX--SPECIFIC PROVISIONS**

1. **Allowable Use**--In general, use of KCCD electronic mail services is governed by policies that apply to the use of all KCCD facilities. In particular, use of KCCD electronic mail services is encouraged and is allowable subject to the following conditions:
- (A) **Purpose**--Electronic mail services are to be provided by KCCD organizational units in support of the teaching, research, and public service mission of KCCD, and the administrative functions that support this mission.

Part Six, Number 1 (continued)

- (B) Users--Users of KCCD electronic mail services are to be limited primarily to KCCD students, faculty, staff, and community users for purposes that conform to the requirements of this Section.
- (C) Non-Competition--KCCD electronic mail services shall not be provided in competition with commercial services to individuals or organizations outside the KCCD.
- (D) Restrictions--KCCD electronic mail services may not be used for: unlawful activities; commercial purposes not under the auspices of KCCD; personal financial gain (see applicable academic personnel policies); personal use inconsistent with Part Six, Number 1H; or uses that violate other KCCD policies or guidelines. The latter include, but are not limited to, policies and guidelines (see **Appendix 3E3**, Part A, References) regarding intellectual property, or regarding sexual or other forms of harassment.
- (E) Representation--Electronic mail users shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of KCCD or any unit of KCCD unless appropriately authorized (explicitly or implicitly) to do so. Where appropriate, an explicit disclaimer shall be included unless it is clear from the context that the author is not representing KCCD. (e.g., "These opinions are my own, not those of KCCD.")
- (F) False Identity--KCCD E-mail users shall not employ a false identity. E-mail may, however, be sent anonymously, provided this does not violate any law or any KCCD policy, and does not unreasonably interfere with the administrative business of KCCD.

Part Six, Number 1 (continued)

- (G) Interference--KCCD E-mail services shall not be used for purposes that could reasonably be expected to cause, directly or indirectly, excessive strain on any computing facilities, or unwarranted or unsolicited interference with others' use of E-mail or E-mail systems. Such uses include, but are not limited to, the use of E-mail services to: (a) send or forward E-mail chain letters; (b) "spam," that is, to exploit listservers or similar broadcast systems for purposes beyond their intended scope to amplify the widespread distribution of unsolicited E-mail; and (c) "letter-bomb," that is, to resend the same E-mail repeatedly to one or more recipients to interfere with the recipient's use of E-mail.
- (H) Personal Use--KCCD electronic mail services may be used for incidental personal purposes provided that, in addition to the foregoing constraints and conditions, such use does not: (i) directly or indirectly interfere with the KCCD operation of computing facilities or electronic mail services; (ii) burden the KCCD with noticeable incremental cost; or (iii) interfere with the E-mail user's employment or other obligations to the KCCD.

**2. Security and Confidentiality**

- (A) The confidentiality of electronic mail cannot be assured. Such confidentiality may be compromised by applicability of law or policy, including this Procedure, by unintended redistribution, or because of inadequacy of current technologies to protect against unauthorized access. Users, therefore, should exercise extreme caution in using E-mail to communicate confidential or sensitive matters.
- (B) Users should be aware that, during the performance of their duties, network and computer operations personnel and system administrators need from time to time to observe certain transactional addressing information to ensure proper functioning of KCCD E-mail services, and on these and other occasions may inadvertently see the contents of E-mail messages. Except as provided elsewhere in this Procedure, they are not permitted to see or read the contents intentionally; to read transactional information where not germane to the foregoing purpose; or disclose or otherwise

Part Six, Number 2B (continued)

use what they have seen. One exception, however, is that of systems personnel (such as "postmasters") who may need to inspect E-mail when re-routing or disposing of otherwise undeliverable E-mail. This exception is limited to the least invasive level of inspection required to perform such duties. Furthermore, this exception does not exempt postmasters from the prohibition against disclosure of personal and confidential information of the previous paragraph, except insofar as such disclosure equates with good faith attempts to route the otherwise undeliverable E-mail to the intended recipient. Re-routed mail normally should be accompanied by notification to the recipient that the E-mail has been inspected for such purposes.

- (C) The KCCD attempts to provide secure and reliable E-mail services. Operators of KCCD electronic mail services are expected to follow sound professional practices in providing for the security of electronic mail records, data, application programs, and system programs under their jurisdiction. Since such professional practices and protections are not foolproof, however, the security and confidentiality of electronic mail cannot be guaranteed. Furthermore, operators of E-mail services have no control over the security of E-mail that has been downloaded to a user's computer. As a deterrent to potential intruders and to misuse of E-mail, E-mail users should employ whatever protections (such as passwords) are available to them.
  
- (D) Users of electronic mail services should be aware that even though the sender and recipient have discarded their copies of an electronic mail record, there may be back-up copies that can be retrieved. Systems may be "backed-up" on a routine or occasional basis to protect system reliability and integrity, and to prevent potential loss of data. The back-up process copies data onto storage media that may be retained for periods of time and in locations unknown to the originator or recipient of electronic mail.

Part Six (continued)

**3. Archiving and Retention**

- (A) KCCD does not maintain central or distributed electronic mail archives of all electronic mail sent or received. Electronic mail is normally backed up only to assure system integrity and reliability, not to provide for future retrieval. Operators of KCCD electronic mail services are not required by this Procedure to retrieve E-mail from such back-up facilities upon the holder's request, although on occasion they may do so as a courtesy.
- (B) E-mail users should be aware that generally it is not possible to assure the longevity of electronic mail records for record-keeping purposes, in part because of the difficulty of guaranteeing that electronic mail can continue to be read in the face of changing formats and technologies and in part because of the changing nature of electronic mail systems. This becomes increasingly difficult as electronic mail encompasses more digital forms, such as compound documents composed of digital voice, music, image, and video in addition to text. Furthermore, in the absence of the use of authentication systems (see Part One, Number 4), it is difficult to guarantee that E-mail documents have not been altered, intentionally or inadvertently.
- (C) E-mail users and those in possession of KCCD records in the form of electronic mail are cautioned, therefore, to be prudent in their reliance on electronic mail for purposes of maintaining a lasting record. Sound business practice suggests that consideration be given to transferring (if possible) electronic mail to a more lasting medium/format, such as acid-free paper or microfilm, where long-term accessibility is an issue.

## **PART SEVEN--PROCEDURE VIOLATIONS**

Violations of KCCD procedures governing the use of KCCD electronic mail services may result in restriction of access to KCCD information technology resources. In addition, disciplinary action, up to and including dismissal, may be applicable under other KCCD policies, guidelines, implementing procedures, or collective bargaining agreements.

## **PART EIGHT--RESPONSIBILITY FOR PROCEDURE**

The Assistant Chancellor for IT is responsible for development and maintenance of this Procedure, with the concurrence of the District-Wide IT Committee (DWITC).

Approved by Chancellor's Cabinet  
March 28, 2000

## Wireless Communication Devices

1. All employees who require the use of a wireless communication device to conduct District business must complete and submit the Kern Community College District Wireless Communication Device Authorization Request form. (See [Appendix 3E5](#))

Reviewed and Recommended by  
Chancellor's Cabinet  
November 18, 2008

Reviewed and Recommended by  
District Consultation Council  
October 27, 2009

# Appendix

**Appendix 3A1B**

**KERN COMMUNITY COLLEGE DISTRICT  
BUDGET DEVELOPMENT CALENDAR  
Fiscal Year 2006-2007**

<i>DATE</i>	<i>TASK</i>	<i>RESPONSIBILITY</i>
To be determined by each location	College Business Offices issues FY 2006-07 budget preparation instructions to the colleges including changes to the Accounting Matrix (Chart of Accounts).	District CFO, Business Directors & Presidents
Jan-Feb. 2006	Review of all labor, FTE's, FOAPAL distributions for FY 2006-07	District CFO & Business Directors
01-Feb-06	Sabbatical Leave Applications submitted	HR Department
28-Feb-06	Budget ID's and Phases established in Banner for FY 2006-07	District CFO
15-Mar-06	Tentative 2006-07 Unrestricted Budget Allocation distributed	District CFO
31-Mar-06	Finalize FY 2006-07 Labor	District CFO & Business Directors
15-Apr-06	Publish Notice in a newspaper of general circulation of dates and locations for public inspection of FY 2006-07 Tentative	DO Business Services
28-Apr-06	Finalize FY 2006-07 non-labor expenses and income	District CFO & Business Directors
05-May-06	Final Cut off for Changes to FY 2006-07 Tentative Budget	District CFO & Business Directors
5/8-19/2006	Finalization of FY 2006-07 Tentative Budget	District CFO & Business Directors
13-May-06	Cut-off date for ALL budget changes (Campuses & DO), for FY 2006-07 Tentative Budget	All staff
16-May-06	Assemble Tentative Budget	District CFO, Business Directors & Presidents
01-Jun-06	Tentative Budget available for public perusal	Staff
<b>08-Jun-06</b>	<b>Tentative FY 2006-07 Budget presented to Governing Board in work session for adoption.</b>	<b>District CFO &amp; Business Mgrs</b>
10-Jul-06	Upload FY 2006-07 Tentative Budget in Banner Production	District CFO
01-Aug-06	Publish Notice in a newspaper of general circulation of dates and locations for public inspection of Final Budget.	DO Business Services
01-Aug-06	Cutoff date for ALL budget changes to proposed for Adopted Budget	
01-Sep-06	Final Budget available for public perusal	Staff
<b>07-Sep-06</b>	<b>Public hearing and adoption of Final Budget by Board of Trustees</b>	<b>District CFO, Business Directors &amp; Presidents</b>
08-Jul-06	Enter Final Adopted Budget in Banner	District CFO, Business Directors & Presidents



Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93301-4099  
 (661) 336-5100

## Grant Notification Intent to Apply Form

- Bakersfield College
- Cerro Coso Community College
- Porterville College
- District Office

**Appendix 3A2E (1)**

Date	Primary Contact	Telephone Numbers(s)		
Funding Source		Amount	Period (dates)	
Grant Title				
Type:	<input type="checkbox"/> Grant <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Contract <input type="checkbox"/> New <input type="checkbox"/> Renewal	Estimated Submittal Date: _____ Submittal Deadline: _____		
<b>Required Approvals</b>				
Initiator's Signature	Date	Area Administrator's Signature	Date	
		Date	Campus Business Manager's Signature	Date
College President's/Designee's Signature	Date	Vice-Chancellor, Educational Services'/Designee Signature (will share with appropriate District Managers)	Date Received	Date
		Date		
<b>Executive Summary of the Grant Opportunity (attach additional sheets as necessary)</b>				

11/10/10

Distribution: Duplicate as needed



# Grant Approval to Subm Routing Sheet

- Bakersfield College
- Cerro Coso Community College
- Porterville College
- District Office

Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301-4099  
(661) 336-5100

**Appendix 3A2E (2)**

Date	Primary Contact	Telephone Numbers(s)		
Funding Source	Amount	Period (dates)		
Grant Title				
Type:	<input type="checkbox"/> Grant <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Contract <input type="checkbox"/> New <input type="checkbox"/> Renewal	Estimated Submittal Date: _____ Submittal Deadline: _____		
<b>Match Requirements</b>				
Cash Match Amount _____		Match Amount Required _____		
In-kind Match Amount _____		Match Source _____		
Other (explain) _____				
<b>Operational Impact on Campus/District</b>		<b>Operational Impact Summary</b>		
Indirect Cost Recovery		<div style="border: 1px solid black; min-height: 150px;"></div>		
\$ _____ %				
<i>Please check if applicable</i>				
	<b>Yes</b>			<b>No</b>
Accounting/Auditing				
Facilities				
Personnel				
Information/Instructional Technology				
Maintenance and Operations				
<b>Required Approvals</b>				
<i>Note: All grant applications must arrive at the College President's Office at least twenty-four hours prior to submission, or earlier. All levels of college signatures must be acquired before submittal to the College President granting agency-and the Office of Educational Services.</i>				
Initiator's Signature	Date	Area Administrator's Signature	Date	
Vice-President's Signature	Date	Campus Business Manager's Signature	Date	
College President's/Designee's Signature	Date	Vice-Chancellor, Educational Services' Signature	Date	
Director, Information Technology (if applicable)	Date	District Chief Financial Officer's Signature	Date	
Chancellor's/Designee's Signature			Date	
<b>Please attach executive summary or abstract.</b>				

# Definition of Terms

## Section—Matching Requirements

Cash Match Amount—Amount of cash funding required to be matched with grant funding.

In-kind Match Amount—Amount of currently budgeted resources (i.e., salary, equipment, etc.) required to be matched with grant funding. Could also be partner's contribution of time, equipment or services.

Match Amount Required—Amount of funding/resources required as matching funds by the grant authority.

Match Source—Match sources could be 10% of payroll supervisor's cost (In-kind match) or purchase \$10,000 in computer equipment (cash match).

## Section—Operational Impact Upon Campus

Maintenance and Operations—New operational requirements of Maintenance and Operations

Indirect Cost Recovery—Recovery of Indirect costs associated with running a grant (i.e., cost of Administration, Human Resources, Finance, etc.)

Percentage—Percentage of Indirect cost recovery \_\_\_\_\_(?) (i.e., 4%, 8%, 27%).  
Note: District has an approved specific federal indirect cost rate of 32%.)

## Section—Other Operation Impact

Executive Summary—Summary of grant/contract purpose and how it fits with College Educational Master Plan and Strategic Plan.

Reviewed by  
Chancellor's Cabinet  
June 22, 2010

Reviewed by  
Chancellor's Cabinet  
Nov. 9, 2010



Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93301-4099  
 (661) 336-5100

## Notification of Award Form

- Bakersfield College
- Cerro Coso Community College
- Porterville College
- District Office

Date	Primary Contact	Telephone Numbers(s)	
		Telephone Number(s)	
Funding Source	Amount	Period (dates)	
Grant Title			
Type: <input type="checkbox"/> Grant <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Contract <input type="checkbox"/> New <input type="checkbox"/> Renewal			
<b>Match Requirements</b>			
Cash Match Amount _____		Match Amount Required _____	
In-kind Match Amount _____		Match Source _____	
Other (explain) _____			
<b>Operational Impact on Campus/District</b>		<b>Operational Impact Summary</b>	
Indirect Cost Recovery \$ _____ %			
Please check if applicable			
	<b>Yes</b>		<b>No</b>
Accounting/Auditing			
Facilities			
Personnel			
Information/Instructional Technology HR			
Maintenance and Operations			
<b>Award Notification</b>			
<p><i>Note: When you are notified of grant approval/renewal with an Award Letter with dollar amounts, a Request for Board Action form must be submitted to the Vice Chancellor, Educational Services. Once the Board of Trustees has approved the Grant, a fund code can be issued for budgetary expenditure purposes.</i></p> <p>Date Grant was awarded: _____</p> <p>Notification received by:                      <input type="checkbox"/> email                      <input type="checkbox"/> correspondence                      <input type="checkbox"/> other</p> <p>Please attach the following documentation:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Notification information</li> <li><input type="checkbox"/> Board of Trustees Request for Board Action</li> <li><input type="checkbox"/> KCCD Budget Form</li> </ul> <p>Please mark applicable boxes:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Need RP Number</li> <li><input type="checkbox"/> Need an Org Code</li> </ul>			
11/10/10	Distribution: Duplicate as needed	See Back for Definitions of Terms	

## **Application and Agreement for Use of District Property**

See following pages.

Approved by  
Chancellor's Executive Council  
February 21, 2006

Approved by  
Chancellor's Cabinet  
April 26, 2011



Request due thirty (30) working days prior to the event.

- Bakersfield College
- Cerro Coso College
- District Office
- Porterville College

## Application and Agreement for Use of District Property

Name of Organization						Date		
Type of Organization								
Name of Event								
Attendance Expected			<b>Description of Activity:</b> <input type="checkbox"/> Meeting <input type="checkbox"/> Lecturer/Speaker <input type="checkbox"/> Dinner <input type="checkbox"/> Dance <input type="checkbox"/> Performance <input type="checkbox"/> Concert <input type="checkbox"/> Sport Event <input type="checkbox"/> Alcohol <input type="checkbox"/> Other					
Authorized Supervisor/Representative								
Amount Charged (if any) \$				Is the activity open to the public? <input type="checkbox"/> Yes <input type="checkbox"/> No Will anything be offered for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No Will there be any paid participants? <input type="checkbox"/> Yes <input type="checkbox"/> No				
How will proceeds be used?								
Date of Event	Day of Week	Access Time	Start Time	Vacate Time	Room Requested			
<b>Request is hereby made for use of the following facility (ies) (See Appendix 3B1(b) for facility information by site. (Please Check and, if applicable, identify location under checked location.)</b>								
<input type="checkbox"/> Baseball/Softball Field Field		<input type="checkbox"/> Indoor Theater		<input type="checkbox"/> Soccer		<input type="checkbox"/> Classroom	<input type="checkbox"/> Practice Field	
<input type="checkbox"/> Cafeteria/Food Service Swimming Pool		<input type="checkbox"/> Outdoor Theater		<input type="checkbox"/>		<input type="checkbox"/> Conference Room	<input type="checkbox"/> Special Room	
<input type="checkbox"/> Campus/Student Center Only		<input type="checkbox"/> Locker Rooms		<input type="checkbox"/> Stadium		<input type="checkbox"/> Forum	<input type="checkbox"/> Other	
<input type="checkbox"/> Gymnasium		<input type="checkbox"/> Tennis Courts		<input type="checkbox"/> Track				
Special Requests						<input type="checkbox"/> Lawn Area		
<b>Staff Services Requested/Required</b>								
<b>Custodial Staff</b>			<b>Food Service Staff</b>			<b>Please Check Meals and Time Needed</b>		
<b>Number Needed</b>	<b>Time Needed</b>		<b>Number Needed</b>	<b>Time Needed</b>		<b>Meals</b>	<b>From</b>	<b>To</b>
	<b>From</b>	<b>To</b>		<b>From</b>	<b>To</b>			
						<input type="checkbox"/> Breakfast		
						<input type="checkbox"/> Lunch		
						<input type="checkbox"/> Dinner		
<b>Responsible party entering into agreement:</b> I have read and understand the rules, regulations and policies of the Kern Community College District and assume responsibility for adherence. I hereby certify that I shall be personally responsible, on behalf of my organization, for any damage sustained by the District premises, furniture, or equipment because of the occupancy of said premises by my organization. I agree to hold the College and the Kern Community College District, its Governing Board, the individual members thereof, and all District officers, agents and employees free and harmless from any loss, liability, cost, or expense that may arise during, or be caused in any way by, such use or occupancy of District property.								

<b>Certificate of Insurance:</b> One million (\$1,000,000) minimum liability. The certificate must identify Kern Community College District as additional insured and be accompanied by an endorsement.			
<input type="checkbox"/> Copy Received	<input type="checkbox"/> Pending Receipt	Name of Insurance Agency	
<i>Cancellations require 72-hour notification. All expenses incurred by the Kern Community College District prior to cancellation are non-refundable. Payment of total amount due must be received in the Business Office ten (10) working days prior to use.</i>			
<b>Deposit Due Date</b>		<b>TOTAL COSTS To Be Billed</b> \$	
<b>Responsible Party/Organization</b>			
Address		City	Zip Code
Contact Person	Title	Telephone Number	Fax Number
Signature			Date

**ONLY For Office Use**

<b>Confirmation Number:</b>	<b>Nonprofit, Tax ID Number:</b>	<b>Purchase Order Number:</b>
<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Addendum attached <input type="checkbox"/> Group I <input type="checkbox"/> Other <input type="checkbox"/> Group II <input type="checkbox"/> Group III	<input type="checkbox"/> Facilities <input type="checkbox"/> Maintenance <input type="checkbox"/> Food Services <input type="checkbox"/> Information Services <input type="checkbox"/> Student Activities <input type="checkbox"/> District Office <input type="checkbox"/> Custodial <input type="checkbox"/> Public Safety <input type="checkbox"/> Media Services <input type="checkbox"/> Business Services <input type="checkbox"/> Foundation/PIO <input type="checkbox"/> Other:	

**Kern Community College District COST FACTORS**

Services	Number of Employees	Number of Days	Total Hours	Cost	Total
Facility Rental				\$	\$
Utilities				\$	\$
HVAC				\$	\$
Lights				\$	\$
Custodial				\$	\$
Technician				\$	\$
Security				\$	\$
Equipment				\$	\$
Other				\$	\$
<b>TOTAL</b>					\$

## Rules, Regulations, and Policies of the Kern Community College Regarding the Use of District Property

### Financial/Legal Arrangements:

The official representative must be an officer of the group or submit written authority from the organization making the application for use of District/College property and shall be responsible for all damage or loss of District/College property. If a rental charge is required, it shall be paid ten (10) working days in advance to the College Business Office unless other specific arrangements are made, such as a deposit based upon the contract agreement. Any additional set-up, clean-up, or requirement for use of District/College personnel per Group I, II, and III charges will be billed to the organization after the event. In order to receive a refund of the deposit, events requiring major set-up, use of District/College personnel, Food Services, and other District/College resources require a two-week notice for cancellation. Exceptions to the two-week notice of cancellation deadline are at the discretion of the College's Business Director or President. Expenses incurred by the College or Kern Community College District prior to cancellation may be charged.

### Fire and Safety Regulations:

1. At no time shall there be more persons admitted to the auditorium or other assembly room than the legal seating capacity will accommodate.
2. Flammable decorations including stage scenery shall be fire resistant or flame proofed in accordance with requirements of the State Health and Safety Code.
3. No device, which produces flame, sparks, smoke, or explosions, shall be used in the auditorium or other assembly room without the approval of the Fire Chief.
4. Large facilities such as auditoriums require ushers to the-exists. The applicant shall contact the person in charge at least ten (10) working days and ascertain the number of ushers required.

### General Rules:

1. All users are expected to observe District/College regulations, policies, and procedures. Statutes in Education Code Sections 82537, 82542, 82544, and 82548 are policy as set forth herein.
2. Use and occupancy of District/College property shall be primarily for the educational programs of the District. Any authorized use or occupancy of the property for other than District/College purposes shall be secondary and subordinate to this primary purpose. Final approval for use of District/College facilities shall not be granted more than three (3) months in advance. The Chancellor or College President may deny the use of District/College facilities if the meeting or event is deemed to be an interference with the educational functions of the District/College. Chancellor, College President or Designee will approve the Application for Use of Facilities. The District/College will assume no obligation in the event that a change of day or time is requested once an application has been approved. The District/College reserves the right to cancel, as a result of extenuating circumstances.
3. Any permit may be revoked without previous notice where conflicting days have resulted or where need of the property for District/College purposes has subsequently developed. Permits may be revoked for other causes at any time upon reasonable notice. Permits are not transferable.

### General Rules (continued):

4. District/College furniture or apparatus may not be removed or displaced by any permit-tee without permission from and under the supervision of the District employee in charge. No alterations or physical changes shall be permitted in any buildings or landscape. Decorations must meet fire safety regulations and shall be erected and removed in a manner so as not to disturb or destroy the property.
5. When a facility is used, full details of services and equipment must be furnished in advance. A District/College supervisor will be required. Personnel may be furnished by the District/College, and in some circumstances, District/College personnel will be required. All other personnel used by the organization in staging its event are to be employed and paid by the organization.
6. There shall be no smoking in the District/College buildings, nor shall intoxicants or narcotics be used, nor shall profane language, quarreling, or gambling be permitted. Violations of this policy or any other regulation of this type during occupancy shall be sufficient cause for:
  - Immediate revocation of permit;
  - Immediate suspension of the activity;
  - Removal of all participants from the facility;
  - The denial of further use of District/College premises to the organization.
7. Programs and events presented on District/College property shall at no time contain matter which tends to cause a breach of the peace, or which constitutes subversive doctrine or seditious utterances, or which agitates for changes in our form of government or social order by violence or unlawful methods.
8. Facility use applicant must provide proof of adequate supervision for any event. The Chancellor or College President or designee shall judge adequacy. Applicants are also responsible for providing law enforcement officers when required by District/College representative to ensure crowd, parking, and traffic control.
9. If free use of the facilities is granted to the applicant, the event shall be non-exclusive and shall be open to the public.
10. The District employee in charge of facilities is to preserve order, protect the District/College property, and carry out the provisions, intents and purposes of this policy.
11. The Chancellor, College President or designee must approve the use of a campus stadium, gymnasium, or auditorium used for fund raising by a community group or special promoter.
12. District-managed equipment may be removed from District/College property by students or staff members only when such equipment is necessary to accomplish tasks arising from their District/College-approved activities or job responsibilities. In all cases where equipment is removed from the campus, prior approval must be secured from the appropriate administrator. Use of District/College equipment, both on and off site, for personal use is prohibited.

**Kern Community College District  
Facility, Equipment, and Service Fees Schedule**

If a facility is being used during other than normal operating hours, there may be added charges for air conditioning, heating, or site lighting. Equipment costs may also be added.

**STANDARD DISTRICT-WIDE FEES**

**(APPROVED APRIL 26, 2011)**

**See the following.**

## Standard District-wide Fees

Facility/Equipment/Service	Group I	Group II
<b><u>CENTER/CLASSROOM/CONFERENCE ROOM/FORUM</u></b>		
Rental	-0-	See below
Areas not noted below (Lawns/Parking Lots)	-0-	\$15.00/hr.
Heat/Air Conditioning	\$30.00/hr.	\$30.00/hr.
Lights/Supplies	\$5.00/hr.	\$5.00/hr.
Supervision/Custodial	\$38.00/hr.	\$38.00/hr.
Security	\$45.00/hr.	\$45.00/hr.
Maintenance/Set-up/Clean-up	+Actual Cost	+Actual Cost
Site Lights(Walkways & parking lots)	\$6.00/hr.	\$6.00/hr.

### Facilities by Site

#### Bakersfield College (BC):

- ◆ Campus Center/Cafeteria—488 capacity
- ◆ Collins Conference Center—45 capacity
- ◆ Delano Colabotory Center/Science and Technology (Timmons) classrooms—32-50 capacity
- ◆ Executive Board Room— 25 capacity
- ◆ Fireside Room—125 capacity
- ◆ Forums East and West—285 capacity each (FA 30—173; SE 51—110; SE 53—110; SE 56—156)
- ◆ Levan Center for Humanities---120 capacity
- ◆ Renegade Room—50 capacity
- ◆ Weill Institute classrooms—15-48 capacity
- ◆ Weill Institute Forums A and B each—24 capacity (combined room = 60 capacity)
- ◆ Weill Institute (District Office) Conference Rooms—Bakersfield (14 capacity); California (40 capacity); Inyo (18 capacity); Kern (20 capacity); Mono (14 capacity); San Bernardino (8 capacity); Tulare (18 capacity)

#### Cerro Coso College (CC):

- ◆ Aerobics Dance Studio—60 capacity
- ◆ Auditorium/Lecture Center—216 capacity
- ◆ Business Office Careers Laboratory—21 capacity
- ◆ Computer Laboratory—24 to 30 capacity
- ◆ Conference Room—12 to 20 capacity
- ◆ Learning Assistance Center—50 capacity
- ◆ Lobby Area (ESCC)—180 capacity
- ◆ Student Center—150 capacity
- ◆ Wellness Laboratory—33 capacity

#### Porterville College (PC):

- ◆ Classroom Standard—20 to 40 capacity
- ◆ Conference Room [two-hour (2-hour) minimum]—15 capacity
- ◆ Forum—110 capacity
- ◆ Student Center—294 capacity

### **Rental Fee based on room seating capacity**

**0-50 = \$30.00**

**51-100 = \$50.00**

**101 and above = \$75.00**

\*All events that expect more than fifty (50) in attendance or plan to serve/sell alcohol must be reviewed by the security office for security arrangement recommendations. **See [Procedure 3B1\(c\)](#)** for Security Matrix.

*Revised 4/2011*

Standard District-wide Fees (continued)

Facility/Equipment/Service	Group I	Group II
<b>BASEBALL/SOFTBALL FIELD</b>		
Rental	-0-	\$25.00/game
Chalk Lines	\$50.00/game	\$50.00/game
Clay	\$200.00/day	\$200.00/day
Lights (if needed)	\$25.00/hr. of use	\$25.00/hr. of use
Supervision/Complex Manager	\$40.00/hr.	\$40.00/hr.
Security	\$45.00/hr.	\$45.00/hr.
Maintenance/Set-up/Preparation/Clean-up	+Actual Cost	+Actual Cost
Site Lights(Walkways & parking lots)	\$6.00/hr.	\$6.00/hr.

Facilities by Site

BC:

- ◆ Baseball Bleacher capacity— 740
- ◆ Softball Bleacher capacity— 370

CC:

- ◆ Baseball fields are not available
- ◆ Softball bleachers capacity--60

PC:

- ◆ Baseball and softball Fields are not available to rent to off-campus groups

**GYMNASIUM**

Rental {Main Gym minimum (two) 2 hours}	-0-	\$100.00/hr.
Dance Room 202	-0-	\$30.00/hr.
Huddle	-0-	\$30.00/hr.
Heat/Lights/Supplies	\$34.00/hr.	\$34.00/hr.
Blowers only/Supplies	\$18.00/hr.	\$18.00/hr.
Scoreboard	-0-	\$24.00
Scoreboard Technician*	+Actual Cost	+Actual Cost
Locker Rooms	-0-	\$44.00
Lavatory Supplies (flat rate)	\$12.00	\$12.00
Supervision/Custodial/Sound	-0-	-0-
System Operator	\$38.00/hr.	\$38.00/hr.
Complex Manager	\$40.00/hr.	\$40.00/hr.
Security	\$45.00/hr.	\$45.00/hr.
Maintenance/Set-up/Clean-up	+Actual Cost	+Actual Cost
Site Lights(Walkways & parking lots)	\$6.00/hr.	\$6.00/hr.

Facilities by Site

BC:

- ◆ Gym Bleacher capacity—1,800
- ◆ Gym Dance Room capacity-50
- ◆ Gym Huddle capacity-150

CC capacity—1,500

PC capacity—1,200

Revised 4/2011

Standard District-wide Fees (continued)

Facility/Equipment/Service	Group I	Group II
<b><u>SOCCER FIELD</u></b>		
Rental	-0-	\$75.00/day
Lining (flat fee)		\$50.00
Supervision/Custodial/Grounds	\$50.00	\$38.00/hr.
Security	\$38.00/hr.	\$45.00/hr.
Maintenance/Set-up/Clean-up	\$45.00/hr	+Actual Cost
Site Lights(Walkways & parking lots)	+Actual Cost	\$6.00/hr.
Note: No lights on soccer field	\$6.00/hr.	
<b><u>TENNIS COURTS</u></b>		
Rental [minimum two (2) Courts]	-0-	\$ 10.00/hr./ct.
Supervision/Custodial/Grounds		
Maintenance/Set-up/Clean-up	\$38.00/hr	\$38.00/hr
Tennis Court Lights	+Actual Cost	+Actual Cost
Site Lights(Walkways & parking lots)	\$2.00/hr.	\$2.00/hr.
	\$6.00/hr.	\$6.00/hr.
<b><u>THEATRE--INDOOR</u></b>		
Rental [minimum two (2) hours]	-0-	\$34.00/hr.
Heat/Air Conditioning	\$30.00/hr.	\$30.00/hr.
Lights/Supplies	\$17.00/hr.	\$17.00/hr.
Theater Technician*	\$35.00/hr.	\$35.00/hr.
Lavatory Supplies (flat fee)	\$12.00	\$12.00
Supervisor/Custodial	\$38.00/hr.	\$38.00/hr.
Security	\$45.00/hr.	\$45.00/hr.
Maintenance/Set-up/Clean-up	+Actual Cost	+Actual Cost
Site Lights(Walkways & parking lots)	\$6.00/hr.	\$6.00/hr.

Note: Special equipment with extra charge is often required.

Facilities by Site

BC seating capacity—502 480 plus 8 wheelchair spaces

PC seating capacity--140

\*Technician may be required at the discretion of administration and will be assigned by same. Overtime rate will be charged for a minimum of two (2) hours. Weekends/holidays will be charged for a minimum of four (4) hours.

*Revised 4/2011*

Standard District-wide Fees (continued)

Facility/Equipment/Service	Group I	Group II
<b><u>VENDORS, BUSINESS REPRESENTATIVES</u></b>		
Up to three (3) tables, five (5) chairs in approved locations	N/A	\$50.00/day

**EQUIPMENT RENTAL AND SERVICE FEES**

Equipment	Rate	Equipment	Rate
Video/Data Projectors and Monitors		<u>Miscellaneous</u>	
Slide Projector .....	\$25.00	Media Specialist .....	\$47.00/hr.*
Overhead Projector .....	\$15.00	Extension Cord.....	\$25.00
TV VHS/DVD Setup .....	\$50.00		
Screens		<u>Music Related</u>	
Built-in .....	No Charge	Choral Risers (each).....	\$10.00
Portable Screen (7'x70") .....	\$40.00	Music stand with light.....	\$15.00
Audio		Acoustical Shells (each) .....	\$10.00
Microphones (each) .....	\$10.00	Piano and Tuning (may vary with tuning costs) .....	Actual costs
P.A. System Built-in [Technician required for P.A. (3-hr minimum)].....	\$22.00	Trouperette Spotlights.....	\$50.00
	\$30.00		
Lecternette .....	\$50.00	Cerro Coso College Service (Make arrangements with Food Service vendor)	
(30 watt P.A. with microphone, amplifier and speaker)		Cost of all food items and disposable tableware.....	Actual Cost
Accessories		Custodian [one (1) hour Minimum] .....	\$38.00/hr.
Roll Stand Projection Cart .....	\$5.00		
Table, 8 ft. (Portable).....	\$5.00		
Chair (folding).....	\$ .50		
Easels.....	\$25.00		

NOTES:

1. Equipment is rented on an "if available" basis and only in connection with facility use.
2. All equipment rates above are daily with one (1) day minimum.
3. All damage or loss of equipment will be repaired or replaced by renter with arrangements made and/or approved by the College.
4. Expendables such as audio or video and transparency file must be purchased by the renter.
5. Extension cords are the responsibility of the renter.
6. Portable equipment or equipment used outside of normal operating hours requires staff supervision.

Revised 4/2011

Standard District-wide Fees (continued)

**Cost Schedule for Non-Instructional Use of Computer Labs**

Type Organization	Computer Use Fees	Labor (Technician, Custodial, etc.)	Room Use Fees
Academic Organization	None	Actual Costs beyond normal operational hours	None during normal hours of operation. Actual costs for hours beyond normal hours of operation for building/laboratory
Non-Profit Organization	\$2.00/Computer/Hour	Actual Costs	Costs, rental per KCCD Board Policy
Profit Organization	\$4.00/Computer/Hour	Actual Costs	Costs, rental per KCCD Board Policy
<p>Note: In all cases and estimate of costs for expendables (paper, cartridges, etc.) will be made and added to invoice unless printing is done using networked printers with debit care devices.</p>			

*Revised 4/2011*

## UNIQUE FEES BY SITE

### Bakersfield College

Facility/Equipment/Service	Group I	Group II
<b><u>THEATRE--OUTDOOR</u></b> (capacity 1,968)		
Rental	-0-	\$34.00/hr.
Heat/Air Conditioning	\$30.00/hr.	\$30.00/hr.
Lights/Supplies	\$17.00/hr.	\$17.00/hr.
Theatre Technician	\$35.00/hr.	\$35.00/hr.
	\$38.00/hr.	\$38.00/hr.
Supervision/Custodial/Grounds	\$45.00/hr.	\$45.00/hr.
Security	+Actual Cost	+Actual Cost
Maintenance/Set-up/Clean-up	\$6.00/hr.	\$6.00/hr.
Site Lights(Walkways & parking lots)		

Note: Special equipment with extra charge is often required.

### **STADIUM** (capacity 19,468)

Track Only	-0-	\$80.00/hr.
Rental {minimum three (3) hours}	-0-	\$20.00/hr.
Track Only	-0-	\$75.00/day
Football Practice Field	\$15.00/hr.	\$15.00/hr.
Water/Supplies		
User Maintenance Fee	\$1.00/ticket	\$1.00/ticket
(per occupant in stands)	\$72.00/hr. of use	\$72.00/hr. of use
Stadium Lights	+Actual Cost	+ Actual Cost
Scoreboard	+Actual Cost	+Actual Cost
Scoreboard Technician*		

Note: Crew size varies—Typical minimum crew might include three (3) groundworkers, complex manager, electronics technician

Groundworkers (3)	\$114.00/hr.	\$114.00/hr.
Supervision/Complex Manager	\$40.00/hr.	\$40.00/hr.
Stadium Manager	\$55.00/hr.	\$55.00/hr.
Senior Electronics Technician*	\$50.00/hr.	\$50.00/hr.
Painter Technician*	\$47.00/hr.	\$47.00/hr.
Public Safety Officer	\$45.00/hr.	\$45.00/hr.
Maintenance/Set-up/Clean-up	+Actual Cost	+Actual Cost
Site Lights(Walkways & parking lots)	\$6.00/hr	\$6.00/hr

Note: Special equipment with extra charge is often required.

\*Technician may be required at the discretion of administration and will be assigned by same. Overtime rate will be charged for a minimum of two (2) hours. Weekends/holidays will be charged for a minimum of four (4) hours.

*Revised 4/2011*

Unique Fees By Site--BC (continued)

Facility/Equipment/Service	Group I	Group II
<b><u>SWIMMING POOL</u></b> (CAPACITY: POOL DECK-1,200, POOL (TOWNSEND) T=90, POOL (WHEELER) W=255)		
Rental Supervision/Custodial Faculty Supervisor Lifeguard Pool Technician* Security Daily Parking Permit Fee Semester Parking Permit Fee Timing System Excess Chemical Fee Pool Complex Lighting Maintenance/Set-up/Clean-up Site Lights (Walkways & parking lots)	-0- \$38.00/hr \$40.00/hr. \$9.00/hr. \$30.00/hr. \$45.00/hr. \$1.00 \$30.00 \$150.00/day \$100.00/day -0- +Actual Cost \$6.00/hr.	\$6.00/lane \$38.00/hr \$40.00/hr. \$9.00/hr. \$30.00/hr. \$45.00/hr. \$1.00 \$30.00 \$150.00/day \$100.00/day -0- +Actual Cost \$6.00/hr.

**RENEGADE PARK**

Rental Supervision/Custodial/Grounds Security Maintenance/Set-up/Clean-up Site Lights(Walkways & parking lots) Limited Restroom Facilities Limited Lighting Weather	-0- \$38.00/hr. \$45.00/hr. +Actual Cost \$6.00/hr.	\$75.00/day \$38.00/hr. \$45.00/hr. +Actual Cost \$6.00/hr.
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Revised 4/2011

Unique Fees By Site--BC (continued)

<b>Facility/Equipment/Service</b>	<b>Group I</b>	<b>Group II</b>
<b><u>PLANETARIUM</u></b>		
Rental for Day	-0-	\$120.00/day show
Rental for Night	-0-	\$400.00/night show
Rental	\$38.00/hr.	\$38.00/hr.
Supervision/Custodial	+Actual Costs	+Actual Costs
Planetarium Technician*	\$45.00/hr.	\$45.00/hr.
Security	+Actual Costs	+Actual Costs
Maintenance/Set-up/Clean-up	\$6.00/hr.	\$6.00/hr.
Site Lights (Walkways & parking lights)		
<b><u>COMMERCIAL PHOTOGRAPHY &amp; MOTION PICTURE FILMING</u></b>		
Approved Locations	N/A	\$250.00/hr.minimum

\*See [Procedure 3B1\(a\)](#), Classification of Groups for Fee Assessment—rates are minimum charges.

\*\*\$250/hr based on worst case scenario with highest priced facility (Stadium) ex: Rental \$95.00/hr plus lights, plus complex manager @ \$40/hr, plus security @ 45/hr = \$252/hr.

Unique Fees By Site--BC (continued)

<b>POOL LANE FEES SCHEDULE</b>				
<b>William A. Wheeler Aquatic Center</b>				
<b>Number of Lanes</b>	<b>Cost per Lane Minimum 2 hours</b>	<b>Hourly Rate</b>	<b>Minimum 4 hrs. 10% Discount</b>	<b>Contract Rate 20 % Discount</b>
9	\$6.00	\$54.00	\$48.60	\$43.20
18	\$6.00	\$108.00	\$97.20	\$86.40
<b>Jeffrey Townsend Pool</b>				
4	\$6.00	\$24.00	\$21.60	\$19.20
8	\$6.00	\$48.00	\$43.20	\$38.40
Rental for long course usage in the Wheeler pool requires rental of all 18 lanes				

<b>POOL PUBLIC USAGE FEE</b>		
	<b>DAILY</b>	<b>MONTHLY</b>
Children (14 years & under)	\$1.00	N/A
Adults	\$2.00	\$20.00*
*Monthly pool passes sold in BC Ticket Office		

Revised 4/2011

Unique Fees By Site--BC (continued)

**Media, Production, and Studio Services Rates**

Item	Hourly Rate	Daily Rate
Camcorder	\$150.00	\$300.00 camera fee (operator cost not included)
Digital Camera	\$50.00	\$100.00 camera fee (operator cost not included)
Half-Day Shoot (four hours)	Based on Request	
Project Creation Storyboard/Scripting/Consult	\$50.00	
Studio Production	Based on Request	
Studio Usage: Non-Production	\$100.00 (plus operator) \$50.00 (plus operator)	
Audio Production		
Non-Linear Editing with staff	Based on Request	
Crew Travel To/From Shoot	\$75.00 (based on location and travel time)	
Closed Caption of Materials and Hourly Rate	Based on Request	
Resource Projection (slides and transparencies)	\$50.00 (minimum one hour)	
DVD Production/CD creation (max 12 copies for instruction)	\$10.00 per tape/DVD/CD	

Tape Duplication	Tape is Provided	Includes Tape Cost
Standard	\$25.00	\$25.00
VHS 30	\$25.00	\$15.00
VHS 120	\$25.00	\$25.00
Mini-DV	\$25.00	\$30.00
DVD	\$25.00	\$30.00
CD-Rom	\$10.00	\$15.00

**Expendables/Other**

- Lavalier Microphones--\$10.00

**Notes:** Cameras, studio, and editing are based on "if available." Bakersfield College (BC) projects are given priority for use of equipment and services. Operation of the cameras, equipment, and studio will be performed **only** by BC staff.

Revised 4/2011

## Cerro Coso College

### Unique Fees By Site

<u>Facility/Equipment/Service</u>	<u>Group I</u>	<u>Group II</u>
<b><u>OUTDOOR AREAS</u></b>		
Sculpture Garden Custodial {minimum one (1) hour}	\$38.00/hr.	\$25.00/hr.
Outdoor Court Yard/Fountain Area Custodial {minimum one (1) hour}	-0- \$38.00/hr.	\$25.00/hr. \$38.00/hr.
<b><u>RACQUETBALL COURT (Indoor Court)</u></b>		
<b>Weight Conditioning Room</b> Custodial {minimum ½ hour}	-0- \$38.00/hr.	\$7.50/hr. \$100/hr. \$38.00/hr.
<b><u>OUTDOOR PHYSICAL EDUCATION FACILITIES</u></b>		
Track Facilities {minimum three (3) hours}	-0- \$50.00/hr.	\$100.00/hr. \$50.00/hr.
Facility Lights Lining Grounds {minimum one (1) hour}	\$50.00 flat fee \$38.00/hr.	\$50.00 flat fee \$38.00/hr.
Sand Volleyball Court (each) Groundworker (½ hour minimum) Grounds {minimum one (1) hour}	-0- \$38.00/hr.	\$4.00/hr./ct. \$38.00/hr.
Racquetball Court (Outdoor Court)	-0-	\$4.00/hr.

*Revised 4/2011*

## Porterville College

### Unique Fees By Site

Facility/Equipment/Service	Group I	Group II
<b><u>STADIUM: TRACK</u></b> (seating capacity 6,000)		
Rental minimum four (4) hours}	-0-	\$75.00/hr.
Stadium Lights/Utilities {minimum four (4) hours}	\$75.00/hr.	\$75.00/hr.
Equipment	\$35.00/meet	\$50.00/meet
P.A. System	\$20.00/meet	\$25.00/meet
P.A. System Technician*	\$24.00/hr.	\$26.00/hr.
Materials/Equipment to mark field	\$30.00/meet	\$30.00/meet
Supervision/Custodial	\$38.00/hr.	\$38.00/hr.
Lavatory Supplies	\$30.00/hr.	\$30.00/hr.
Maintenance/Set-up/Clean-up	+Actual Cost	
<b><u>STADIUM: FOOTBALL</u></b> (seating capacity 6,000)		
Rental {minimum one (1) hour}	-0-	\$75.00/hr.
Stadium Lights/Utilities {minimum four (4) hours}	\$75.00/hr.	\$75.00/hr.
P.A. System	\$20.00/game	\$25.00/game
P.A. System Technician*	\$24.00/hr.	\$26.00/hr.
Materials/Equipment to mark field	\$50.00/game	\$50.00/game
Scoreboard	\$25.00/hr	\$30.00/hr.
Scoreboard Technician*	\$24.00/hr.	\$26.00/hr.
Supervision/Custodial/Grounds	\$38.00/hr.	\$38.00/hr.
Lavatory Supplies	\$30.00/flat fee	\$30.00/flat fee
Shower/Locker Room (flat fee)	+Actual Cost	+Actual Cost
Maintenance/Set-up/Clean-up	+Actual Cost	+Actual Cost
Shower/Locker Rooms/Supplies	\$30.00/flat fee	\$30.00/flat fee

Revised 4/2011

## CONCESSIONS

All concessions sales in College facilities and adjacent parking lots are operated solely by Porterville College. The College reserves the right to refuse to provide concessions services to any group if a proposed event is unlikely to meet the fiscal responsibilities of providing such service.

\* Technician may be required at the discretion of administration and will be assigned by same. Overtime rate will be charged for a minimum of two (2) hours. Weekends/holidays will be charged for a minimum of four (4) hours.

\*\* Equipment included: Starting blocks, hurdles, standards, and pits only.

**Note:** Kern Community College District reserves the right to contract with other agencies for a long-term contract.

Approved and revised 4/2011

**Appendix 3E1C**

Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301-4099

- Bakersfield College
- Cerro Coso College
- Porterville College
- District Office

**SOFTWARE REGISTRATION FORM**

*(Attach to Software License Agreement and Software Purchase Order)*

Name		Position	
Department		Telephone Number (    )	
Software		Software Serial Number	
Date Purchased		Place Purchased	

3/93  
MIS  
300

## **References and Definitions Pertaining to Electronic Mail**

### **PART A--REFERENCES**

The following list identifies significant sources used as background in the preparation of this Appendix, whether or not they are directly referenced by this Appendix:

#### **State of California Statutes**

1. State of California Education Code, Section 67100 et. seq.
2. State of California Information Practices Act of 1977 (Civil Code Section 1798 et. seq.)
3. State of California Public Records Act (Gov. Code Section 6250 et seq.)
4. State of California Penal Codes, Section 502

#### **Federal Statutes**

1. Federal Family Educational Rights and Privacy Act of 1974
2. Federal Privacy Act of 1974
3. Electronic Communications Privacy Act of 1986

### **PART B—POLICIES RELATING TO NON-CONSENSUAL ACCESS**

This Kern Community College District (KCCD) Electronic Mail Appendix references circumstances where access to electronic mail may occur without the prior consent of the holder (see **Procedure 3E3**, Part One—Introduction and Part Five, Number 5). Following is the list of KCCD policies that may trigger such non-consensual access following procedures defined in **Procedure 3E3**, Part Five, Number 5B.

Part B (continued)

1. Personnel policies
2. Policies related to malfeasance
3. Policies governing sexual or other forms of harassment
4. All collective bargaining agreements and memoranda of understanding
5. Policies governing student conduct
6. **Procedure 3E3**, Parts Five and Six

Violations of other policies can normally be detected and investigated without requiring non-consensual access to electronic mail. However, on occasion attention to possible policy violations is brought about because of the receipt by others of electronic mail. Electronic mail, however, can be forged; the true identity of the sender can be masked; and the apparent sender may deny authorship of the electronic mail. In such circumstances and provided there is substantiated reason (as defined in Part C, Definitions) that points to the identity of the sender, non-consensual access to the purported sender's electronic mail may be authorized following the procedures defined in **Procedure 3E3**, Part Five, Number 5, but only to the least extent necessary to unambiguously identify the sender, and only for major violations of policy or law.

**PART C--DEFINITIONS**

The terms "electronic mail" and "E-mail" are used interchangeably throughout this Appendix.

Knowledge of the following definitions is important to an understanding of this Appendix.

Computing Facility(ies)--Computing resources, services, and network systems such as computers and computer time, data processing or storage functions, computer systems and services, servers, networks, input/output and connecting devices, and related computer records, programs, software, and documentation.

Part C (continued)

Electronic Mail Systems or Services--Any messaging system that uses computing facilities to create, send, forward, reply to, transmit, store, hold, copy, view, read, or print computer records for purposes of asynchronous communication across computer network systems between or among individuals or groups, that is either explicitly denoted as a system for electronic mail or is implicitly used for such purposes, including services such as electronic bulletin boards, listservers, and newsgroups.

KCCD E-mail Systems or Services--Electronic mail systems or services owned or operated by the KCCD or any of its sub-units.

E-mail Record or E-mail--Any or several electronic computer records or messages created, sent, forwarded, replied to, transmitted, stored, held, copied, viewed, read, or printed by one (1) or several E-mail systems or services. This definition of E-mail records applies equally to the contents of such records and to transactional information associated with such records, such as headers, summaries, addresses, and addressees. This Appendix applies only to electronic mail in its electronic form. The Appendix does not apply to printed copies of electronic mail.

KCCD Record--"Public records" include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained (by the KCCD) regardless of physical form or characteristics. [California Government Code Section 6252(d)]. With certain defined exceptions, such KCCD records are subject to disclosure under the California Public Records Act. Records held by students, including E-mail, are not KCCD records unless such records are pursuant to an employment or agent relationship the student has or has had with the KCCD; this exemption does not exclude student E-mail from other aspects of this Appendix, regardless of whether such E-mail is a KCCD record.

Part C (continued)

KCCD E-mail Record--A KCCD Record in the form of an E-mail record regardless of whether any of the computing facilities utilized to create, send, forward, reply to, transmit, store, hold, copy, view, read, or print the E-mail record are owned by KCCD. This implies that the location of the record, or the location of its creation or use, does not change its nature as: (a) a KCCD E-mail record for purposes of this or other KCCD policy (see, however, **Procedure 3E3**, Part Five, Number 5D), and (b) having potential for disclosure under the California Public Records Act. Until determined otherwise or unless it is clear from the context, any E-mail record residing on KCCD-owned computing facilities may be deemed to be a KCCD E-mail record for purposes of this Appendix. This includes, for example, personal E-mail (see **Procedure 3E3**, Part Six, Number 1H). Consistent, however, with the principles asserted in **Procedure 3E3**, Part Five, Number 5 of least perusal and least action necessary and of legal compliance, KCCD must make a good faith effort to distinguish KCCD E-mail records from personal and other E-mail where relevant to disclosures under the California Public Records Act and other laws, or for other applicable purposes of this Appendix.

Use of KCCD or Other E-mail Services--To create, send, forward, reply to, transmit, store, hold, copy, view, read, or print E-mail (with the aid of KCCD E-mail services). A KCCD E-mail User is an individual who makes use of KCCD E-mail services. Receipt of E-mail prior to actual viewing is excluded from this definition of "use" to the extent that the recipient does not have advance knowledge of the contents of the E-mail record.

Possession of E-mail--An individual is in "possession" of an E-mail record, whether the original record or a copy or modification of the original record, when that individual has effective control over the location of its storage. Thus, an E-mail record that resides on a computer server awaiting download to an addressee is deemed, for purposes of this Appendix, to be in the possession of that addressee. Systems administrators and other operators of KCCD E-mail services are excluded from this definition of possession with regard to E-mail not specifically created by or addressed to them. E-mail users are not responsible for E-mail in their possession when they have no knowledge of its existence or contents.

Holder of an E-mail Record or E-mail Holder--An E-mail user who is in possession of a particular E-mail record, regardless of whether that E-mail user is the original creator or a recipient of the content of the record.

## **PART D--GENERAL INFORMATION**

Substantiated Reason--Reliable evidence indicating that violation of law or of policies listed in Part B probably has occurred, as distinguished from rumor, gossip, or other unreliable evidence.

Compelling Circumstances--Circumstances where failure to act may result in significant bodily harm, significant property loss or damage, loss of significant evidence of one (1) or more violations of law or of KCCD policies listed in Part B, or significant liability to KCCD or to members of the KCCD community.

Emergency Circumstances--Circumstances where time is of the essence and where there is a high probability that delaying action would almost certainly result in compelling circumstances.

Time-dependent and Critical Operational Circumstances--Circumstances where failure to act could seriously hamper the ability of KCCD to function administratively or to meet its teaching obligations, but excluding circumstances pertaining to personal or professional activities, or to faculty research or matters of shared governance.

Users should be aware of the following:

1. Both the nature of electronic mail and the public character of KCCD's business (see Number 2 below) make electronic mail less private than users may anticipate. For example, electronic mail intended for one (1) person sometimes may be widely distributed because of the ease with which recipients can forward it to others. A reply to an electronic mail message posted on an electronic bulletin board or "listserver" intended only for the originator of the message may be distributed to all subscribers to the listserver. Furthermore, even after a user deletes an electronic mail record from a computer or electronic mail account it may persist on backup facilities, and thus be subject to disclosure under the provisions of **Procedure 3E3**, Part Five. KCCD cannot routinely protect users against such possibilities.

Part D (continued)

2. Electronic mail, whether or not created or stored on KCCD equipment, may constitute a KCCD record (see Part C--Definitions) subject to disclosure under the California Public Records Act or other laws, or as a result of litigation. However, KCCD does not automatically comply with all requests for disclosure, but evaluates all such requests against the precise provisions of the Act, other laws concerning disclosure and privacy, or other applicable law. Users of KCCD electronic mail services also should be aware that the California Public Records Act and other similar laws preclude complete protection of personal electronic mail resident on KCCD facilities. The California Public Records Act does not, in general, apply to students except in their capacity, if any, as employees or agents of KCCD. This exemption does not, however, exclude student E-mail from other aspects of this Appendix.
3. KCCD, in general, cannot and does not wish to be the arbiter of the contents of electronic mail. Neither can KCCD, in general, protect users from receiving electronic mail they may find offensive. Members of the KCCD community, however, are strongly encouraged to use the same personal and professional courtesies and considerations in electronic mail as they would in other forms of communication.
4. There is no guarantee, unless "authenticated" mail systems are in use, that electronic mail received was in fact sent by the purported sender, since it is relatively straightforward, although a violation of this Appendix, for senders to disguise their identity. Furthermore, electronic mail that is forwarded may also be modified. As with print documents, in case of doubt, receivers of electronic mail messages should check with the purported sender to validate authorship or authenticity.

**See Following Page.**

**Wireless Communication Devices**

Reviewed and Recommended by  
Chancellor's Cabinet  
November 18, 2008

Reviewed and Recommended by  
District Consultation Council  
October 27, 2009

**Kern Community College District  
Wireless Communication Device Authorization Request**

Kern Community College District recognizes the need for certain personnel to use wireless communication devices to perform their job.

**Application Form/Agreement** -- Must be completed and signed. Please allow 10 working days for completion of this process.

**Chancellor/President Signoff** -- This application must be completed and submitted to your immediate supervisor/administrator for recommendation to the College President or Chancellor.

**Justification** -- How is this device a business necessity?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I have read and agree to abide by the Kern Community College District Wireless Communication Device Policy and had the opportunity to discuss any usage questions with my supervisor/administrator.

Employee Signature \_\_\_\_\_

\_\_\_\_\_ Date

For District Issued Devices, Check Appropriate Device:

- District issued Push-to-Talk device
- District issued Push-to-Talk/Cell device
- District issued pager

For an Allowance In Lieu of a District Issued Device, Check Appropriate Allowance:

- Pager = \$15.00
- Push-to-Talk = \$27.00
- Cell Phone = \$35.00
- Push-to-Talk with Cell Service = \$40.00
- SmartPhone = \$75.00

Name (please print) \_\_\_\_\_

\_\_\_\_\_ Type of device (Smartphone, Cell Phone, PTT, PTT/Cell, Pager)

Department \_\_\_\_\_

\_\_\_\_\_ Wireless Communication Device Number (include area code)

Supervisor Signature \_\_\_\_\_

\_\_\_\_\_ Date

Chancellor/President Signature \_\_\_\_\_

\_\_\_\_\_ Date

Retain a copy of this form, and route to the Human Resources Office, Attention: Payroll Manager

**For Office Use Only**

Start Date of Wireless Communication Device Use \_\_\_\_\_

\_\_\_\_\_ Human Resources Signature and Date

For District issued devices, Payroll Manager to retain original form, and route copy to District Office IT, Attention: Telecommunications Manager.

# **Section Four Students/ Instructional Services**

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**Section Four—Students/Instructional Services  
Governance Processes Relative to the  
District Board Policy Manual  
and Collegial Consultation  
With Academic Senates**

**Employ the Process of Mutual Agreement**

**Policies:** None

**Procedures:** None

**Appendices:** None

**Rely Primarily Upon the Advice and Judgment**

- Policies:**
- (1) **4A2**, Student Responsibilities (*includes Policies 4A2A through 4A2G*)
  - (2) **4A3**, Matriculation (*includes Policies 4A3A through 4A3G*)
  - (3) **4A4**, Prerequisites, Corequisites, and Advisories on Recommended Preparation (*includes Policies 4A4A through 4A4E*)
  - (4) **4A6**, Admission to Impacted Programs (*includes Policies 4A6A through 4A6K*)
  - (5) **4A8**, Instructional and Other Materials (*includes Policies 4A8A through 4A8D*)
  - (6) **4B1**, Educational Programs (*includes Policies 4B1A through 4B1D1*)
  - (7) **4B3**, Distance Education
  - (8) **4B5**, Program Review
  - (9) **4B7**, Articulation (*includes Policies 4B7A through 4B7C*)
  - (10) **4B8** (re: student field trips, excursions, transportation) (*includes Policies 4B8A through 4B8C*)

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Rely Primarily Upon the Advice and Judgment (continued)

- (11) **4B9A**, (re: guest/visitors) *(includes Policies 4B9A1 through 4B9A7)*
- (12) **4B9B** (re: guest/visitors)
- (13) **4B10**, Controversial Issues in Curriculum *(includes Policies 4B10A through 4B10C)*
- (14) **4C**, Academic Regulations *(includes Policies 4C1 through 4C7)*
- (15) **4D**, Minimum Graduation Requirements *(includes Policies 4D1 through 4D1G)*

**Procedures:** None

**Appendices:** None

# Policy

## SECTION FOUR

### STUDENTS/INSTRUCTIONAL SERVICES

#### **4A**    **Admission and Registration** *(Revised December 9, 2004)*

##### **4A1**    **Eligibility for Admission**

- 4A1A**    Persons with high school diplomas or the equivalent thereof shall be admitted. (Education Code 76000)
  
- 4A1B**    Non-high school graduates over eighteen (18) years of age who are judged capable of profiting from instruction may be admitted. (Education Code 76000)
  
- 4A1C**    Persons who are apprentices as defined in Section 3077 of the Labor Code (16 years of age and entered into an “apprentice agreement”) may be admitted. (Education Code 76000)
  
- 4A1D**    Certain students who are enrolled in K-12 programs, including public, private, and charter schools, may be admitted as special part-time students, or special full-time students (Education Code 76001[a]), upon recommendation of the school principal or designee, and with parental consent.
  
- 4A1E**    A parent or guardian of a pupil who is not enrolled in a public, private, or charter school, regardless of the pupil’s age or class level, may directly petition the president or designee, of any community college to authorize attendance of the pupil at the community college as a special part-time or full-time student (Education Code 48800.5 [c]).

**4A1F** The Colleges are authorized to restrict the admission or enrollment of a special part-time or full-time student, noted in the **Policies 4A1D and 4A1E**, based on any of the following criteria: (Education Code 76002[b])

- Age
- Completion of a specified grade level
- Demonstrated eligibility for instruction using assessment methods and procedures adopted by the Board of Governors

**4A2** **Student Responsibilities** *(Added June 3, 1993)*

**4A2A** Upon admission to the College, each student shall express at least a broad educational intent for attending College.

**4A2B** All students are matriculating students unless exempt (see **Procedure 4A3(a)** of this Manual for the Matriculation Component Exemption Criteria). Each matriculating student must identify a specific educational goal no later than the semester following the completion of fifteen (15) semester units.

**4A2C** After specifying an educational goal, each matriculating student must develop a Student Educational Plan within ninety (90) instructional days.

**4A2D** Matriculating students in the following categories shall participate in counseling/advisement:

- students on probation
- students who have not declared a specific educational goal
- students who are enrolled in pre-collegiate basic skills courses

**4A2E** All students shall comply with attendance and progress requirements established by each College.

**4A2F** All students shall complete assigned work in a timely manner.

**4A2G** Student failure to take responsibilities as cited above may lead to disciplinary action as defined in Title 5.

**4A3** **Matriculation** - *(Approved 4/12/12)* The matriculation process for students includes assessment, orientation, counseling/advising and the completion of a Student Educational Plan. Each College in the District shall develop, regularly update, and post to the District/College website a complete description of all of the opportunities available to students so that they can become fully matriculated in a timely manner. This policy

and practice meets with the requirements and intent of the Seymour-Campbell Matriculation Act of 1986 and Title 5. See **Procedures 4A3(a), 4A3(b) and 4A3(c)**. Reference: Education Code Section 78210 et seq.; Title 5 Section 55500 et seq.

- 4A3A** Assessment - Students shall be required to complete assessment testing. Assessment is mandated for courses with assessment level prerequisites. The Colleges are authorized to develop and use assessment equivalencies. Assessment requirements shall be noted in appropriate College publications.
- 4A3B** Orientation - Each College shall develop and offer orientation opportunities that provide students with information including, but not limited to, the college's programs, services, facilities, grounds, academic expectations, and institutional procedures.
- 4A3C** Counseling/Advising - Each College shall develop and staff counseling and advising programs that provide appropriate support services to assist students in their academic and personal development.
- 4A3D** Student Educational Plan - Each College shall provide resources for students to complete a Student Educational Plan which shall outline the courses necessary to satisfy a student's academic goal in a recommended term-by-term sequence.
- 4A3E** Priority Registration - The District recognizes that matriculation enhances students' success in achieving their educational goals. The District shall provide priority registration to students who have completed the following matriculation components: assessment, orientation, counseling/ advising, and a Student Educational Plan. See Procedures 4A3(a), 4A3(b), and 4A3(c).
- 4AF** Evaluation - Each College shall annually evaluate the effectiveness of its matriculation process.

**4A4** **Prerequisites, Corequisites, and Advisories on Recommended Preparation** *(Added July 14, 1994)*

The Kern Community College District adopts the following policy in order to provide for the establishing, reviewing, and challenging of prerequisites, corequisites, advisories on recommended preparation, and certain limitations on enrollment in a manner consistent with law and good practice. The Board recognizes that, if these prerequisites, corequisites, advisories, and limitations are established unnecessarily or inappropriately, they constitute unjustifiable obstacles to student access and success and, therefore, the Board adopts this policy which calls for caution and careful scrutiny in establishing them.

Nonetheless, the Board also recognizes that it is as important to have prerequisites in place where they are a vital factor in maintaining academic standards as it is to avoid establishing prerequisites where

they are not needed. For these reasons, the Board has sought to establish a policy that fosters the appropriate balance between these two (2) concerns.

**4A4A** Each College shall provide the following explanations both in the College catalog and in the schedule of classes.

- Definitions of prerequisites, corequisites, and limitations on enrollment including the differences among them and the specific prerequisites, corequisites, and limitations on enrollment which have been established pursuant to Title 5 regulations.
- Procedures for a student to challenge prerequisites, corequisites, and limitations on enrollment and circumstances under which a student is encouraged to make such a challenge.
- Definitions of advisories on recommended preparation, the right of a student to choose to take a course without meeting the advisory, and circumstances under which a student is encouraged to exercise that right.

**4A4B** Each College shall establish procedures by which any student who does not meet a prerequisite or corequisite or who is not permitted to enroll due to a limitation on enrollment, but who provides satisfactory evidence, may seek entry into the class according to a challenge process pursuant to provisions of the Model District Policy. See [Appendix 4A4](#) of this Manual for the Model District Policy.

**4A4C** The curriculum review process at each College shall at a minimum be in accordance with all of the following:

**4A4C1** Establish a curriculum committee and its membership in a manner that is mutually agreeable to the College administration and the academic senate.

**4A4C2** Establish prerequisites, corequisites, advisories on recommended preparation, and limitations on enrollment pursuant to the Model District Policy. See [Appendix 4A4](#) of this Manual for the Model District Policy.

**4A4C3** Verify and provide documentation that prerequisites or corequisites meet the scrutiny specified in one (1) of the measures of readiness specified in the Model District Policy. See [Appendix 4A4](#) of this Manual for the Model District Policy.

- 4A4C4** Provide for a review of each prerequisite, corequisite, or advisory at least every six (6) years. Any prerequisite or corequisite which is successfully challenged under subsections (1), (2), or (3) of Title 5, Section 55201(f) shall be reviewed promptly thereafter to assure that it is in compliance with all other provisions of this policy and with the law.
- 4A4C5** Provide for a review of each limitation on enrollment at least every six (6) years.
- 4A4D** Each College shall establish procedures wherein every attempt shall be made to enforce all conditions a student must meet to be enrolled through the registration process so that a student is not permitted to enroll unless he or she has met all the conditions or has met all except those for which he or she has a pending challenge or for which further information is needed before final determination is possible of whether the student has met the condition pursuant to the Model District Policy. See [Appendix 4A4](#) of this Manual for the Model District Policy.
- 4A4E** Each College shall establish a procedure whereby courses for which prerequisites, corequisites, or advisories on recommended preparation are established will be taught in accordance with the course outline, particularly those aspects of the course outline that are the basis for justifying the establishment of the prerequisite or corequisite.

**4A5** **Residence Eligibility (Revised July 14, 1994)**

- 4A5A** District Residents--Any legal residents of the Kern Community College District may be admitted to the campus of their choice. To be a legal resident of the Kern Community College District, a student must establish residency within the College District and meet State residency requirements. (Education Code Sections 68017-68019)
- 4A5B** Out-of-State Resident Tuition--Out-of-State residents shall be charged tuition in accordance with the regulations of the Board of Governors of the California Community Colleges. (Education Code Sections 68051 and 76004) See [Procedure 4A5B](#) of this Manual for Non-Resident Tuition Refund procedures.
- 4A5C** Resident Classification for Employees--A full-time employee of the Kern Community College District or a student who is a child or spouse of a full-time employee of the District is entitled to resident classification until he/she has resided in the State the minimum time necessary to become a resident.

**4A6** **Admission to Impacted Programs** (May 6, 2010)

In the event the number of applicants designated to be eligible for admission exceeds the number of student positions in a program, the following selection process may be used to determine student admission.

- 4A6A** Applicants who are eligible will be admitted in the order in which their names appear on an eligibility list established for each program. The applicant's position on the list will be determined by specific procedures established for each program. Screening and selection criteria will be applied consistently for all applicants at each College. Criteria which may be used to establish priority for admittance are noted in the following sections or may be allowed by using other non-evaluative techniques to determine who may enroll.
- 4A6B** Academic prerequisites may include high school graduation or equivalent, grade point average, completion of high school, or college courses which are directly related to the curriculum content of the impacted program.
- 4A6C** Standard testing procedures may include aptitude tests, attitude or personality tests, skills performance, and competency tests in specific fields.
- 4A6D** Criminal background checks, drug screening, and physical health assessments of an applicant may be used to assure that the health and safety of the public is protected and to assure the student is able to perform the work required in the program. [See Title 5, Section 58106(b)]
- 4A6E** An interview procedure may be used in the screening and selection process. The interview shall be preceded by instructions to the applicant indicating the purpose, conduct, and general content of the interview. The interview procedure shall be uniform for all applicants, contain items relevant to the discipline, and result in a quantitative evaluation. The interview committee shall consist of two (2) or more persons.
- 4A6F** Previous experience may be used as a criterion for screening and selection.
- 4A6G** Student failure to complete the application procedure may preclude admittance.
- 4A6H** Each College shall have available for interested applicants the specific and current criteria for implementing this policy.

**4A6I** In Administration of Justice courses approved by the Commission on Peace Officer Standards and Training, preference in enrollment may be given to employed law enforcement trainees who are required to complete such courses pursuant to law. Preference should only be given when the trainee cannot complete the course within the time required by statute and when no other training program is reasonably available. Preference is limited to eighty-five percent (85%) of enrollment when there are sufficient numbers of non-law enforcement trainees available.

**4A7 Limitations on Enrollment in Courses or Programs**

**4A7A** Enrollment may be limited by the College President or designee to students meeting validated prerequisites and corequisites established by the Curriculum Committee. (See Title 5, Section 55003.)

**4A7B** Enrollment may be limited due to health and safety considerations, facility limitations, faculty workload, the availability of qualified instructors, funding limitations, or legal requirements.

**4A7C** Enrollment will be allowed on a first-come, first-served basis or by using other non-evaluative techniques to determine who may enroll.

**4A7D** Enrollment in intercollegiate competition courses, honors courses, or public performance courses may be allocated to those students judged most qualified.

**4A7E** Enrollment in individual sections of multi-section courses may be limited to a cohort of students enrolled in one or more other courses, provided however, that a reasonable percentage of all sections of the course do not have such restrictions.

**4A7F** The colleges will limit the total number of units in which students who have been disqualified or placed on probationary status may enroll. [See Board Policy Manual Procedure 4C4(a)]

**4A7G** Students may challenge an enrollment limitation on the grounds that: the limitation is either unlawfully discriminatory or is being applied in an unlawfully discriminatory manner; the District is not following its policy on enrollment limitations; or, the basis upon which the district has established an enrollment limitation does not, in fact, exist.

The student shall bear the burden of showing that grounds exist for the challenge. Challenges shall be handled in a timely manner, and if the challenge is upheld, the District shall waive

the enrollment limitation with respect to that student. In the case of a challenge under this Policy, the District shall, upon completion of the challenge procedure, advise the student that he or she may file a formal complaint for unlawful discrimination. (See Board Policy 4F10, Student Complaint Policy.)

**4A8** **Student Fees** *(Revised November 6, 2008)*

**4A8A** Mandatory student fees must be established by the Board of Trustees and must be expressly authorized by State law.

**4A8B** Fee waivers may be approved by the College President or designee in accordance with law.

**4A8C** **Enrollment Fee**--Unless expressly exempted, or entitled to a waiver, all students enrolling in credit courses shall pay the enrollment fee established by law. (Education Code Section 76300, Title 5 Sections 58500-58508) K-12 students admitted as special part-time students, and enrolled for college credit, pursuant to Education Code Section 76300(f) are exempt from paying the enrollment fee. Special full-time or part-time students enrolled in college courses for high school credit only are not subject to the enrollment fee, and no waiver or exemption is necessary. *(Revised November 6, 2008)*

Prior to the last day of open registration, students will be dropped for non-payment of enrollment fees of one hundred dollars (\$100.00) or more ten (10) days after the date that they registered for the particular course(s). Students whose unpaid enrollment fees are less than one hundred dollars (\$100.00) will have holds placed on their transcripts, grades, and diplomas until their enrollment fees are paid. *(Revised December 13, 2007)*

Beginning with the first day of the term, students owing one hundred dollars (\$100.00) or more will not be dropped for non-payment of enrollment fees; however, these students will have holds placed on their transcripts, grades, diplomas, and registration privileges until their enrollment fees are paid. Students whose unpaid enrollment fees are less than one hundred dollars (\$100.00) will have holds placed on their transcripts, grades, and diplomas until their enrollment fees are paid. *(Revised December 13, 2007)*

See **Procedure 4A8C(a)** of this Manual for Enrollment Fee Refund procedures.

Enrollment fee waivers will be granted according to law. See **Procedure 4A8C(b)** of this Manual for Enrollment Fee Waivers.

**4A8D** **Parking Fee**--Colleges may assess a parking fee for services according to law (Education Code Section 76360). The fee may be assessed only to those students who use parking facilities.

**4A8E** **Health Fee**--Each College may charge a student fee for health services (Education Code Section 76355).

Health Fee exemptions will be granted according to law. See **Procedure 4A8E** of this Manual for Health Fee Exemptions and Refund Guidelines.

**4A8F** **Course Audit Fee** (Education Code Section 76370)

**4A8F1** Students auditing credit classes shall be charged a fee, except as excluded in (**Policy 4A8F3**) below.

**4A8F2** The course audit fee for credit courses shall be assessed in the same manner as the enrollment fee (**Policy 4A8C**).

**4A8F3** Students enrolled in classes for ten (10) or more semester credit units shall not be charged a fee to audit classes taken during that semester.

**4A8F4** A student in a course shall not be permitted to change enrollment from credit to audit or audit to credit.

**4A8F5** Priority in class enrollment shall be given students desiring to take the course for credit.

**4A8F6** The College President or designee shall approve audit enrollments.

**4A8G** **Student Body Operating and Building Fee**--Effective Fall Semester 1990 through Spring Semester 2020, Bakersfield College may charge an annual building and operating fee for the purpose of financing, constructing, enlarging, remodeling, refurbishing and operating a student body center. The fee shall not exceed one dollar (\$1.00) per credit hour for courses offered on the main campus up to a maximum of ten dollars (\$10.00) per student per fiscal year. See **Procedure 4A8G** of this Manual for specific procedures to implement this fee and for waiver and refund procedures.

**4A8H** **Community Service Course Fee**--Student fees for non-credit community service classes are authorized by the Board of Trustees. The fees are set by each College President at a

level to be self-supporting.

**4A9** **Instructional and Other Materials** (Title 5, Sections 59400-59408)

- 4A9A** The Colleges may require students to provide instructional and other materials required for a credit or noncredit course, provided that such materials are of continuing value to a student outside of the classroom setting, and provided that such materials are not solely or exclusively available from the District.
- 4A9B** A material shall not be considered to be solely or exclusively available from the District if it is provided to the student at the District's actual costs; and (a) the material is otherwise generally available, but is provided solely or exclusively by the District for health and safety reasons; or (b) the material is provided in-lieu of other generally available but more expensive material which would otherwise be required.
- 4A9C** The Colleges shall adopt procedures for required instructional and other materials consistent with Title 5 regulations.
- 4A9D** District policies and College procedures for required instructional materials shall be published in the College catalog.

**4B** **Programs/Courses** (*Approved June 10, 2010*)

**4B1** **Educational Programs**--The educational programs of the Colleges shall reflect the goals and objectives of the institutions.

- 4B1A** Each College shall have on file with the District Office and the California Community Colleges Chancellor's Office an Academic Master Plan. Revisions to the Academic Master Plan must be approved by the District Chancellor, the Board of Trustees and the California Community Colleges Chancellor's Office. (Title 5, Section 51008)
- 4B1B** College educational programs not previously authorized must be approved by the District Chancellor, the Board of Trustees and the Chancellor of the California Community Colleges prior to offering. Approval shall be requested on forms provided by the State Chancellor's office in accordance with state law. (Title 5, Section 55130)
- 4B1C** College credit courses not part of an existing program referred to as stand-alone courses must be approved by the Curriculum Committee, the appropriate Chief Academic Officer, and the College President and approved by the Board of Trustees upon the recommendation of the Chancellor or designee. The Board shall ensure that:

- 4B1C1** The District submits a certification by September 30<sup>th</sup> of each year verifying that the persons who will serve on the Curriculum Committee and others who will be involved in the curriculum process at each college within the District for that academic year have received training consistent with the guidelines prescribed by the State Chancellor on the review and approval of stand-alone courses not part of educational programs.
- 4B1C2** No course which has previously been denied separate approval by the California Community Colleges Chancellor's Office as a stand-alone course may be offered unless the proposed course has been modified to adequately address the reasons for denial and has been subsequently reapproved by the College Curriculum Committee and approved by the Board of Trustees.
- 4B1C3** A group of stand-alone credit courses that are not part of an existing program which total eighteen (18) or more semester units in a single four-digit Taxonomy of Programs code are not linked to one another by means of prerequisites or co-requisites.
- 4B1C4** No student may be permitted to count eighteen (18) or more semester units of stand-alone credit courses not part of an existing program toward satisfying the requirements for a certificate or completion of an associate degree.
- 4B1C5** The District shall report all stand alone credit courses to the California Community Colleges Chancellor's Office Management Information System.
- 4B1C6** Effective January 1, 2013, or earlier, the District shall separately submit for approval by the California Community Colleges Chancellor all non-degree applicable credit courses and individual degree-applicable credit courses which are not part of any approved educational program.
- 4B1D** College credit courses not previously offered, but part of an approved program, shall be submitted by the Curriculum Committee and the appropriate Chief Academic Officer, to the College President for recommendation to the District Chancellor and approval of the Board of Trustees prior to offering in an advertised schedule.

**4B1E** Non-credit courses recommended by the Curriculum Committee and the College President to the District Chancellor and the Board of Trustees for approval, shall comply with the following conditions:

1. Non-credit courses are submitted for approval by the California Community Colleges Chancellor's Office.
2. Course outlines shall be on file in the College's Curriculum Office and the District Office of the Vice Chancellor, Educational Services.
3. Each College shall keep current records and reports as may be required by the State Chancellor.
4. In order to be eligible for enhanced funding, a career development or college preparation non-credit course must be part of a program or sequence of courses approved by the State Chancellor.

**4B1F** Community Service offerings may be developed by the District as long as they are not referred to as non-credit courses.

**4B1G** Contract education courses may be offered by the District.

**4B2** **Courses** – Course additions, deletions, and modifications shall be determined through established College procedures. (*Revised February 5, 2009*)

**4B2A** The courses of the Colleges shall be of high quality, relevant to the community and student needs, and evaluated regularly to ensure quality and currency.

**4B2B** College procedures for course creation, deletion, and modification shall include:

- Appropriate involvement of the faculty and Academic Senate in all processes;
- Academic Senate involvement requires consideration and action taken by the Academic Senate or appropriate Senate committee;
- Appropriate notice and involvement of the affected parties in all of the processes;
- Regular review and justification of course description;
- Opportunities for training for persons involved in aspects of curriculum development;
- Consideration of job market and other related information for vocational and occupational programs;
- Rationale for the course creation, deletion, and modification; and
- Consideration of the impact of the proposed course creation, deletion, and modification.

**4B2C** In addition to course additions, deletions, and modifications initiated by the College procedures, College or District administration may initiate the appropriate College procedures.

**4B2D** Final recommendations for course additions, deletions, and modifications shall be recommended to the College Chief Instructional Officer who shall make a recommendation to the College President. The College President shall then submit a recommendation to the District Chancellor for approval by the Board of Trustees.

**4B3** **Distance Education** *(Revised June 11, 2009)*

**4B3A** Distance Education means instruction in which the instructor and the student are separated by distance and interact through the assistance of communication technology. (Title 5, Section 55200)

**4B3B** The same standards and judgment of course quality shall be applied to any portion of a course through distance education as are applied to traditional classroom courses. (Title 5, Section 55202)

**4B3C** Any portion of a course conducted through distance education must include regular effective contact between instructor and students through group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, correspondence, voice mail, e-mail, or other activities. (Title 5, Section 55204)

**4B3D** If a portion of the instruction in a proposed or existing course or course section is designed to be provided through distance education, the course shall be separately reviewed and approved using both College and District course approval procedures. (Title 5, Section 55206)

**4B3E** Instructors of course sections delivered by distance education technology shall be selected by the same procedures used to determine all instructional assignments.

Instructors shall possess the minimum qualifications for the discipline into which the course's subject matter most appropriately falls.

The number of students assigned to any one course section offered by distance education shall be determined by, and be consistent with, other district procedures related to faculty

assignments.

Procedures for determining the number of students assigned to courses provided through distance education may be reviewed by the Curriculum Committee.

Nothing in this section shall be construed to impinge upon or detract from negotiated agreements between the exclusive representatives and the Board of Trustees. (Title 5, Section 55208)

**4B3F** The District Office shall:

1. Maintain records and report data through the Chancellor's MIS program regarding numbers of students and faculty participating in distance education.
2. Report to the Board of Trustees by August 31<sup>st</sup> each year regarding distance education activities.
3. Provide other information as required or requested.

(Title 5, Section 55210)

**4B3G** Attendance accounting shall be consistent with the California Community Colleges Chancellor's Office Student Attendance Accounting Manual for calculating Distance Education FTES. (Title 5, Section 58003.1)

**4B4** **Programs** – Program additions and modifications shall be determined through established College procedures. (*Revised February 5, 2009*)

**4B4A** The programs of the Colleges shall be of high quality, relevant to the community and student needs, and evaluated regularly to ensure quality and currency.

**4B4B** College procedures for program additions and modifications shall include:

- Appropriate involvement of the faculty and Academic Senate in all processes;
- Academic Senate involvement requires consideration and action taken by the Academic Senate or appropriate Senate committee;
- Appropriate notice and involvement of the affected parties in all of the processes;
- Regular review and justification of programs and program descriptions;

- Consideration of job market and other related information for vocational and occupational programs;
- Rationale for the program additions and modifications; and
- Consideration of the impact of the proposed additions and modifications.

**4B4C** In addition to program additions and modifications initiated by the College procedures, College or District administration may also initiate the appropriate College procedures.

**4B4D** Final recommendations for program additions and modifications shall be recommended to the College Chief Instructional Officer who shall make a recommendation to the College President. The College President shall then submit a recommendation to the District Chancellor for approval by the Board of Trustees.

**4B5** **Program Review** – Program review shall be determined through established College procedures and shall meet all statutory and accreditation requirements. *(Revised February 5, 2009)*

**4B5A** College procedures for program review shall include:

- Appropriate involvement of the faculty and Academic Senate in all processes;
- Academic Senate involvement requires consideration and action taken by the Academic Senate or appropriate Senate committee;
- Regular review and justification of programs and course descriptions; and
- Consideration of job market and other related information for vocational and occupational programs.

**4B6** **Program Discontinuance** – Program discontinuance shall be determined through established College procedures. *(Revised February 5, 2009)*

**4B6A** College procedures for program discontinuance shall include:

- Appropriate involvement of the faculty and Academic Senate in all processes;
- Academic Senate involvement requires consideration and action taken by the Academic Senate or appropriate Senate committee;
- Appropriate notice and involvement of the affected parties in all of the processes;
- Plan and schedule for implementing the program deletion;

- Consideration of job market and other related information for vocational and occupational programs;
- Rationale for the program deletion; and
- Consideration of the impact of the proposed deletion with evidentiary support.

**4B6B** The procedure for discontinuance of vocational or occupational programs should include:

- Process for reviewing such programs every two (2) years to ensure they meet legal standards; and,

**4B6C** In addition to program discontinuance initiated by the College procedures, the College or District administration may also initiate the appropriate College procedures.

**4B6D** Final recommendations for program discontinuance shall be recommended to the College Chief Instructional Officer who shall make a recommendation to the College President. The College President shall then submit a recommendation to the District Chancellor for approval by the Board of Trustees.

- Discontinued programs may also be deleted subject to review.
- Process for termination of program by the Board of Trustees if legal and other District standards are not met.

**4B7**     **Articulation**

The Colleges may articulate programs and courses with high schools, limited to Career and Technical Education courses (Tech Prep), and with four-year (4-year) institutions. *(Revised February 5, 2010)*

**4B7A** Articulation agreements shall identify Kern Community College District Board of Trustees approved courses that are comparable and transferable between the community colleges and high schools or four-year (4-year) institutions. Articulation agreements may include, but shall not be limited to, general education requirements, major subject prerequisites, departmental requirements, and co-enrollment arrangements.

**4B7B** Articulation of courses and programs with four-year (4-year) institutions shall be the responsibility of the College President or designee. Individual articulation agreements shall be updated and maintained on file at each College.

**4B7C** Articulation of courses and programs with high schools shall be the responsibility of the College President or designee. A plan for articulation shall be developed and implemented at

each College.

**4B7D** An articulated high school course is one that the faculty of the college in the appropriate discipline, using procedures developed by the Curriculum Committee, have determined to be comparable to a specific college course that has been recommended by the Curriculum Committee, and approved by the Board of Trustees.

**4B7E** Articulated high school courses may be applied to college requirements in lieu of comparable college courses to partially satisfy:

1. The requirements for a certificate program, including the total number of units required for a certificate;

2. The major requirements in a degree program.

**4B7F** Articulated high school courses used to partially satisfy certificate or major requirements shall be clearly noted as such on the student's academic record only if the comparable college courses have been successfully completed, or if credit for these comparable college courses has been earned via credit by examination.

With respect to articulated high school courses, credit by examination will only be granted when the final examination for the high school course has the approval of knowledgeable college faculty in the same field, and the student passes this examination with a satisfactory grade ("A", "B", or "C" level).

**4B7G** Except through credit by examination, articulated high school courses may not be used to satisfy:

1. The requirement that students complete at least 60 units in order to receive an associate degree;

2. Any general education requirement for the associate degree.

**4B8** **Independent Study**  
(Approved 11/10/11)

**4B8A** The purpose of Independent Study is to fulfill a student's immediate need due to circumstances beyond their control as determined by the College Vice Presidents, Academic Affairs, to meet a specific requirement for their degree, certificate, major, or for transfer.

**4B8B** Independent Study will be conducted by qualified faculty in accordance with the course outline of record, to permit

students to cover course material independently, but under the supervision and direction of the assigned faculty.

**4B8C** Academic standards applicable to Independent Study shall be the same as those applied to other credit and non-credit courses.

**4B8D** Students enrolled in Independent Study will be evaluated, and their progress recorded in the same manner as students enrolled in other courses.

**4B8F** Faculty conducting Independent Study shall, as a minimum, make themselves available to students in the same manner as for students in other courses, including use of scheduled office hours.

**4B8G** Instructors of Independent Study shall:

1. Meet the same standards used for qualifying, as other instructors for a teaching assignment.
2. Provide orientation, guidance, and other information relevant to the Independent Study course to the students enrolled.
3. Provide each Independent Study student with the instructor's consultation schedule. This schedule is to be included in the written record of student progress required by Title 5, Section 55234.

**4B8H** The method of instruction for Independent Study shall be outlined and reviewed with the student by the supervising faculty assigned, with the student being held accountable on a regular basis for the material that has been assigned.

**4B8I** Attendance for Independent Study must be reported as outlined in the State Student Accounting Manual.

**4B9** **Student Field Trips, Excursions, and Transportation**  
(Revised December 13, 2007)

**4B9A** In recognition of the value of combining academic instruction with on-site experience, the Kern Community College District establishes the following policies pursuant to Section 55450 of Title 5 for instructional programs and courses in which students travel within the United States or to foreign countries.

**4B9B** The Colleges of the District may conduct field trips and excursions for enrolled students in connection with courses of instruction, or College-related social, educational, cultural, athletic, or musical activities to and from places in California,

or any other state, the District of Columbia, or a foreign country. [Title 5, Section 55450 (a)] Students participating in the activities cited in this Section are governed by the provisions of Board Policy Section **4F8**, Student Conduct.

**4B9C** Travel activity must be a valid educational experience rather than simply a guided tour.

**4B9D** The District may engage instructors, supervisors, and other personnel as may be necessary for such field trips and excursions who volunteer their services over and above the normal period for which they are employed by the District. [Title 5, Section 55450 (b)]

**4B9D1** Faculty assigned to field trips or excursions will be compensated as cited in the CCA Contract, Compensation for Special Services.

**4B9E** The District may, at the discretion of the designated administrator, transport students, instructors, supervisors, or other personnel by use of District equipment, contract to provide transportation, or arrange transportation by the use of other equipment to sites in California. When District equipment is used, the District shall obtain liability insurance, and if travel is to and from a foreign country, the liability insurance shall be secured from a carrier licensed to transact insurance business in the foreign country. [Title 5, Section 55450 (c)]

**4B9F** Instructors are required to provide alternative assignments to students who demonstrate that they are unable to participate in a published field trip or excursion for reasons other than the lack of sufficient funds, (see **Policy 4B9H**). Students will be properly notified in College catalogs and/or Class schedules that field trips and/or excursions are required for particular courses.

**4B9G** The District may pay expenses of instructors, chaperones, and other personnel participating in a field trip or excursion. Payments shall be by way of itemized reimbursement in a form prescribed by the designated administrator. The District shall not pay the expenses, including transportation costs, of students participating in a field trip or excursion with District funds when this field trip or excursion is to any other state, the District of Columbia, or a foreign country. The District may pay from District funds all incidental expenses for the use of District equipment during a field trip or excursion authorized by this policy. [Title 5, Section 55450 (d)]

**4B9H** No student shall be prevented from making a field trip or

excursion because of lack of sufficient funds. To this end, the Colleges of the District shall coordinate the raising of funds for field trips and excursions that will assist students who lack sufficient funds for making the trip. No group shall be authorized to take a field trip or excursion if any student who is a member of the group will be excluded because of lack of sufficient funds. [Title 5, Section 55450 (d)]

**4B9I** All persons making a field trip or excursion shall be deemed to have waived all claims against the District for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out of state trips and excursions, and all parents or guardians of minor students taking out of state trips and excursions shall sign a statement waiving such claims. [Title 5, Section 55450 (d)] (See **Procedure 4B9I** of this Manual for the Parent/Guardian/Student Consent for Excursions, Field Trips, and Transportation of Student form.)

**4B9J** **Crediting Attendance for Apportionment**

**4B9J1** The attendance or participation of a student in a field trip or excursion authorized by this section shall be considered attendance for the purpose of crediting attendance for apportionments in the fiscal year. Credited attendance resulting from such field trip or excursion shall be limited to the amount of attendance that would have accrued had the students not been engaged in the field trip or excursion. No more contact hours shall be generated by a field trip or excursion than if the class was held on campus.

**4B9K** **Student Transportation**

**4B9K1** The College may provide transportation for:

- Class groups, provided (1) the trip has instructional relevance and value, (2) appropriate vehicles are available and (3) approval by the College President or designee is secured.
- Recognized student activities, if appropriate vehicles are available and the approval of the College President or designee is secured.

**4B9K2** When transportation is provided by the District using District-owned vehicles or contracted carriers, the following provisions apply:

- 4B9K3** The District shall assure reasonable supervision. Except as approved by the College President or designee, the supervising academic staff member must accompany the group and is responsible for maintaining order and for informing students of applicable College policies and regulations regarding student conduct and other matters. (See **Policy 4F8** of this Manual for applicable Policies and Procedures governing student conduct.)
- 4B9K4** Students may elect not to use District-provided transportation, except where the College President or designee determines that transportation of the participating students, as a unit, is a requirement of the activity.
- 4B9K5** Students who elect to use private modes of transportation, where transportation is provided by the District, are deemed to have accepted liability for injury or damages which may result from, or in the course of, said transportation. Students shall sign a statement affirming the condition of their election of private transportation and agreeing to hold harmless the District for any claim whatsoever resulting from their transportation. (See **Procedure 4B9K5** of this Manual for the Student Election of Private Transportation for Approved Student Trip form.) Private vehicles must be operated in accordance with all applicable state and local laws and regulations.
- 4B8K6** Student trips outside the Kern Community College District must be approved by the College President or designee. Student trips outside of the State must be approved by the Board of Trustees. (See **Procedure 4B9I** of this Manual for the Parent/Guardian/Student Consent form for excursions, field trips, and transportation of students.)
- 4B9K7** Duplicate lists of students participating in the trip shall be prepared by the supervising academic staff member, one (1) copy to be retained by the responsible staff member in each vehicle and one (1) copy retained by the College President or designee. If no staff member is in a particular vehicle, the list is to be kept by a designated person in that vehicle. (See **Procedure 4B9K7** of this Manual for the Student

Trip Emergency Contact List form.)

- 4B9K8** Requests for transportation are to be made in writing on appropriate forms and not less than one (1) week before transportation is desired. Requests are to be made by or approved by the College President or designee.
- 4B9K9** College trips will begin and end at one (1) of the College campuses or a College outreach center. Other arrangements must be approved by the College President or designee. (See **Procedure 4B9K9** of this Manual for the Request for Student Trip form.)
- 4B9K10** College vehicles may not be used for the transportation of individuals who are not (a) registered students or (b) District staff members, except as authorized by the College President or designee.
- 4B9K11** Only students enrolled in the relevant courses or activity or District staff members may participate in student trips, except as authorized by the College President or designee.
- 4B9L** When transportation of students is not provided by the District, the District possesses no authority to supervise its mode, manner, or arrangement, and any provider liability accrues in accordance with law to the provider of said transportation.
- 4B9L1** Students who use private modes of transportation are deemed to have accepted liability for injury or damages, which may result from, or in the course of, said transportation. Students shall sign a statement affirming the conditions of their election of private transportation and agreeing to hold harmless the District for any claim whatsoever resulting from their transportation. Private vehicles must be operated in accordance with all applicable state and local laws and regulations.

**4B10** **Guest Lecturers/Classroom and Campus Visitors** (Revised June 10, 1999)

- 4B10A** Persons other than students and staff are allowed to speak on the College campus in accordance with the following principles and regulations:

- 4B10A1** The College recognizes that discussion of public issues on the campus plays a significant role in promoting the education of its students and in preparing them for intelligent participation in society.
- 4B10A2** Events or activities employing College facilities and/or personnel and sponsored by recognized student organizations or by others must not be advertised or promoted in such a way as to suggest sponsorship or endorsement by the College.
- 4B10A3** Meetings or events involving off-campus speakers may be held in College facilities with prior approval of the College President. Speakers must be sponsored either by staff members of the College, by chartered student organizations, or by ten (10) or more registered students whose names appear on a petition obtained from an administrator properly designated by the College President.
- 4B10A4** No special meetings or events shall be authorized which will result in interference with the physical operations of the campus.
- 4B10A5** Whenever the College President considers it appropriate in furtherance of educational objectives, any or all of the following may be required:
- That the meeting be chaired by a member of the faculty.
  - That the speaker be subject to questions from the audience.
  - That the speaker be appropriately balanced in debate with a person of contrary opinions.
  - That the request for an off-campus speaker state the subject and/or the exact title of the speech.
- 4B10A6** An applicant who is denied the use of College facilities and who contends that the denial is based on incorrect or inequitable application of these regulations may appeal the denial as provided in the College policy on advocacy and free expression.
- 4B10A7** This policy is not intended to supersede the provisions of the Civic Center Act.

**4B10B** Non-student visitors to College classes may be approved but must not disrupt the classes.

Specific procedures shall be developed by each College for classroom visitors.

#### **4B11** **Controversial Issues in Curriculum**

All criticisms of the curriculum, publications, or instructional materials authorized for use in the Kern Community College District which are directed to the attention of the Board of Trustees or the College administration must be presented in writing so that proper consideration and reply can be made. This policy also applies to textbooks, library books or materials, magazines, audio-visual aids, courses of study, or instructional guides.

**4B11A** Criticisms in writing must include specific reference to titles, authors, publishers, and page numbers of each individual item against which charges are made.

**4B11B** When such criticisms are referred to the Chancellor, the Board of Trustees shall be notified and a committee of College personnel may be assigned to study and report on the criticisms. Interested lay citizens may be consulted. Results of such a study shall then be reported to the Board of Trustees for further action.

**4B11C** The discussion of controversial issues in the classroom is essential to the development of informed and responsible citizens. Instructors are to be encouraged to provide opportunities for the development of clear thinking, balanced judgment, intelligent choices, and an understanding of the methods and devices of propaganda.

In such activities, instructors shall emphasize loyalty to the United States, the importance of good citizenship, and vigilance in protecting our freedom and shall refrain from using classroom privileges to promote partisan politics, sectarian religious views, or selfish propaganda of any kind.

#### **4B12** **Personal Expression and Advocacy**

The College staff is authorized to establish regulations for students and staff which will affirm the rights of free expression and advocacy and to assure that, in their exercise, the rights of all members of the College community are protected. Principles and regulations relating to persons other than students and staff are hereby established.

**4B12A** Regulations shall be established by the College staff regarding

the time, place, and manner of public delivery of speeches and for gathering. The regulations shall assure that orderly conduct prevails, that there will be no interference with free flow of traffic, that there will be no disturbance of offices, classes or study facilities, and that there will be no harm to property.

- 4B12B** The conduct of these activities shall be consistent with all civil laws.
- 4B12C** Use of available media on campus shall be regulated as to reasonable time, place, and manner. Since the function of the College is education, any use of media that diminishes that function shall be avoided.
- 4B12D** Students shall be held responsible for the manner in which they advocate. The College staff shall exercise disciplinary procedures for breach of these regulations in the same manner as with other student violations. An appeal procedure may be established to review administrative judgments regarding the exercise of advocacy.

**4C** **Academic Regulations** *(Approved June 10, 2010)*

- 4C1** Credit by Examination – Credit may be granted to any student, who satisfactorily passes an examination approved by discipline faculty and conducted by a designated authority of the College. Such credit may be granted only to a student who is registered at the College and is in good standing, and only for a course listed in the College catalog. [Title 5, Section 55050(b); Education Code, Section 48800]
  - 4C1A** The nature and content of the examination shall be determined solely by faculty in the discipline who normally teach the course for which credit is to be granted in accordance with procedures approved by the Curriculum Committee. The faculty shall determine that the examination adequately measures mastery of the course content as set forth in the outline of record.
  - 4C1B** A separate examination shall be conducted for each course for which credit is to be granted. Credit may be awarded for prior experience or prior learning only in the individually identified courses for which examinations are conducted.
  - 4C1C** The student's academic record shall be clearly annotated to reflect that credit was earned by examination.
  - 4C1D** Grading shall be according to the regular grading system approved by the Board of Trustees.
  - 4C1E** Units for which credit is given pursuant to the provisions of this

section shall not be counted in determining the twelve (12) semester hours of credit in residence required for an associate degree.

**4C1F** The District may charge the student a fee for administering the examination, but this fee shall not exceed the enrollment fee for the course for which credit by examination is to be awarded.

**4C1G** Colleges may use Advanced Placement (AP), International Baccalaureate (IB), and College Level Examination Program (CLEP) examinations to award credit or placement as approved.

**4C1GA** The Colleges may grant credits for acceptable performance on the College Entrance Examination Board administered Advanced Placement (AP) Examination with a score of 3, 4 or 5 depending on the discipline. Successful completion of an AP Examination may qualify a student for advanced placement in college level courses, credit for general education certification, and for meeting graduation requirements.

**4C1GB** Credit may be granted to students who complete the International Baccalaureate (IB) Diploma Program. Students must provide a high school transcript and pass the IB Examination with a score of 5, 6 or 7 depending on the recommendation of the appropriate academic program.

**4C1GC** The College Level Examination Program (CLEP) administered by the College Entrance Examination Board allows the Colleges to award units of academic credit for non-traditional educational experiences. The CLEP provides students who receive a qualifying score on the exam with an opportunity to receive academic credit for college-level knowledge. The American Council for Education has set 50 as the minimum passing score on all but the following exams: French Language, Level 2 (recommended minimum passing score is 62); German Language, Level 2 (63); and Spanish Language, Level 2 (63).

**4C1GD** Units for which credit is given pursuant to these examinations will not be counted in determining the 12 units in residence required for the associate degree.

**4C1GE** The student's academic record shall be clearly annotated to reflect that credit was earned through an advanced placement examination.

**4C2** Credit from Other Institutions--Colleges of the Kern Community College District may accept lower division transfer credits only from schools and colleges that are accredited by regional accrediting commissions. See **Procedure 4C2**, Credit Allowed from Other Institutions.

**4C3** Credit for Military or Public Service--Credit for military service and for course of study taken while in the military service may be allowed upon verification and evaluation. All such credit shall be designated on the student's permanent record as credit earned while in the armed service.

**4C3A** A maximum of two (2) units of credit may be granted to a student for honorable service in the Armed Forces or public service similar to Peace Corps. The minimum service period for earning these two (2) units shall be the usual period of basic training or indoctrination.

**4C4** Academic Regulations (Approved July 8, 2010)

**Grades** (Title 5, Section 55758)

**4C4A** Grades from a grading scale shall be averaged on the basis of the point equivalencies to determine a student's grade point average. Courses falling in the categories of Pass/No Pass (used after January 1, 2009) or CR/NC (used prior to January 1, 2009) must be designated as such in the college catalog. (Revised June 12, 2008)

<b>SYMBOL</b>	<b>DEFINITION</b>	<b>GRADE POINT</b>
A	Excellent	4
B	Good	3
C	Satisfactory	2
D	Passing, Less than Satisfactory	1
F	Failing	0
P	Pass (at least satisfactory--units awarded not counted in GPA) (Any reference to the "P" symbol shall be deemed to include the "CR" symbol. "P" will be used effective January 1, 2009.)	
NP	No Pass (less than satisfactory, or failing--units	

	not counted in GPA) (Any reference to the "NP" symbol shall be deemed to include the "NC" symbol. "NP" will be used effective January 1, 2009.)	
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**I"** Incomplete:

Incomplete academic work for unforeseeable, emergency and justifiable reasons at the end of the term may result in an "I" symbol being entered in the student's record. The condition for removal of the "I" shall be stated by the instructor in a written record. This record shall contain the conditions for removal of the "I" and the grade assigned in-lieu of its removal. This record must be given to the student with a copy

on file with the registrar until the "I" is made up or the time limit has passed. A final grade shall be assigned when the work stipulated has been completed and evaluated, or when the time limit for completing the work has passed. The "I" may be made up no later than one (1) year following the end of the term in which it was assigned. Students may petition through the instructor for an extension of time as a result of extenuating circumstances. In the absence of the instructor for an extended period of time, the student may petition the Vice President, Instruction, for an extension. The "I" symbol shall not be used in calculating units attempted nor for grade points. *(Revised March 16, 1995)*

**IP"** In Progress:

The "IP" symbol shall be used only in those courses which extend beyond the normal end of an academic term. It indicates that work is *in progress*, but that assignment of a substantive grade must await its completion. The "IP" symbol shall remain on the student's permanent record in order to satisfy enrollment documentation. The appropriate evaluative grade and unit credit shall be assigned and appear on the student's record for the term in which the required work of the course is completed. The "IP" shall not be used in calculating grade point averages.

The mark "IP" cannot be given more than twice for any particular course. If a student enrolled in an

*open-entry, open-exit* course is assigned an "IP" at the end of an attendance period and does not re-enroll in that course during the subsequent attendance period, the instructor shall assign a grade (A, B, C, D, F, NC, or CR) to be recorded on the student's permanent record for the course.

**"RD"**      Report Delayed:

The "RD" symbol may be assigned by the registrar when there is a delay in reporting the grade of a student as a result of circumstances beyond the control of the student. It is a temporary notation to be replaced by a permanent symbol as soon as possible. "RD" shall not be used in calculating grade point averages.

**W"**      Withdrawal (*Revised January 12, 2012*)

Withdrawal from a class or classes is authorized through sixty percent (60%) of a course. The academic record of a student who remains in a class beyond the last day noted above must reflect a symbol authorized in **Policy 4C4A** of this part, other than a "W".

A student may withdraw from a class or classes in extenuating circumstances after sixty percent (60%) of the course, upon approved petition of the student or representative after consultation with the instructor. The petition must be approved by the College President or designee. Extenuating circumstances are verified cases of accidents, illnesses or other circumstances beyond the control of the student.

No notation ("W" or other) shall be made on the academic record of the student who withdraws during approximately the first twenty percent (20%) of a course.

Withdrawal between approximately twenty percent (20%) of a course and sixty percent (60%) of a course shall be recorded as a "W" on the student's record.

The "W" shall not be used in calculating grade point averages, but excessive "W's" shall be used as factors in probation and dismissal procedures.

In the case of students who are members of an

active or reserve military service, and who receive orders compelling a withdrawal from courses, the Colleges shall permit withdrawal at any time during the term with no adverse impact on a student's academic record or enrollment status. (Effective January 1, 1990)

**4C4B** Each College shall designate in the catalog those courses and the number of courses in which students may be evaluated on a *credit-no-credit* basis. Students must elect this option no later than the end of the fourth (4th) week or the first thirty percent (30%) of the term. (Title 5, Section 55752)

**4C4C** **Grade Changes** (Title 5, Section 55025) See **Procedure 4C4C** of this Manual for procedures on grades changes  
(Revised 9/27/11)

The instructor of each course shall determine the grade to be awarded each student. The determination of the student's grade by the instructor shall be final in the absence of mistake, fraud, bad faith, or incompetence. A judgment to change or expunge a grade for reasons of mistake, fraud, bad faith, or incompetence shall be made by the College Chief Academic Officer after consultation with the student, the instructor, and the Division/Department Chair. All parties noted above shall be notified in writing of any changes. Reasons for any grade change shall be documented.

**4C4C1** When students request a grade change, provisions shall be made for another faculty member to substitute for the instructor if the instructor is not available or does not respond to communications within a reasonable length of time, the student has filed a discrimination complaint, or the District determines that it is possible there has been gross misconduct by the original instructor.

**4C4C1A** **Expunging Incorrect Grades.** See **Procedure 4C4C** for expunging incorrect grades.

**4C4D** **Course Repetition** (Title 5, Sections 55040, 55041, 55042, 55043, 55044, 55045, 56029) See **Procedure 4C4D** of this Manual for procedures on Course Repetition. (Revised May 6, 2011)

**4C4D1** A student may repeat a course under one (1) or more of the following circumstances.

**4C4D1A** A student may repeat once for credit a course taken at a regionally accredited college or university for which a a

grade of "D", "F", or "NC", or "NP" was received, and may petition for a second repeat under these circumstances.

Upon determination of course equivalency by the College and upon petition by the student, the previous grade and credit shall be disregarded in the computation of grade point averages.

When course repetition occurs, the permanent academic record shall be annotated in such a manner that all work remains legible, insuring a true and complete academic history. [Title 5, Section 55046(a)]

**4C4D1B** A student may repeat a course for which a grade of "A," "B," "C," "CR," or "P" was received only upon petition and with the written permission of the College President or designee based on a finding that extenuating circumstances exist which justify such repetition. Upon confirmation of extenuating circumstances, such as verified cases of accidents, illnesses, or other circumstances beyond the control of the student, the previous grade and credit shall be disregarded in the computation of the grade point averages.

- The student's previous grade is at least part the result of extenuating circumstances.

Extenuating circumstances are verified cases of accidents, illnesses, or other circumstances beyond the control of the student.

**4C4D1C** A student may repeat a course to meet a legally mandated training requirement as a condition of continued paid or volunteer employment. The course may be repeated for credit any number of

times, regardless of whether or not substandard work was previously recorded, and the grade received each time shall be included for purposes of calculating the student's grade point average.

**4C4D2** A student may repeat a course not expressly authorized in **Policy 4C4D1** above with the following provisions.

**4C4D2A** The course is identified as repeatable in the College catalog.

**4C4D2B** The number of times the course may be repeated [a maximum of three (3)] is specified in the College catalog.

**4C4D2C** For course repetition under this section, students will pay the normal enrollment fee.

**4C4D3** The College shall determine the courses which are repeatable under **Policy 4C4D2** above based on the following criteria:

**4C4D3A** The course is one in which the course content differs each time it is offered.

**4C4D3B** A student who repeats the course is gaining an expanded educational experience for one (1) of the following reasons: (a) skills or proficiencies are enhanced by supervised repetition and practice within class periods, or (b) active participatory experience in individual study or group assignments is the basic means by which learning objectives are attained.

**4C4D3C** Grades posted for the repeated courses authorized in this section will be used in calculating grade point averages.

**4C4D4** Students who are authorized to repeat a course under **Policy 4C4D1** above will have the new grade recorded on the permanent academic record with an appropriate symbol which designates a repeated course. Procedures related to course repetition

shall be published in each College catalog.

**4C4D5** The Colleges may permit a student with a disability to repeat a specially designated class for students with disabilities any number of times based on an individualized determination that such repetition is required as a disability related accommodation for that particular student for one of the reasons specified in Title 5, Section 56029, as follows:

- Continuing success in other courses is dependent on the repetition of the specially designated class.
- Repetition of the specially designated class is essential for the student's preparation for other regular or special classes.
- The student has an SEC (Student Educational Contract) that involves a goal other than completion of the specially designated class, and repetition of the course will further the achievement of that goal.

In this category of courses the previous grade and credit is to be disregarded in computing the student's GPA each time the course is repeated.

**4C4D6** If a student earns any combination of "D," "F," "W," "NP," or "NC" on two attempts in a course, that student cannot register for a third time without the signature of the instructor and the faculty chair of the department. Subsequent attempts will only be considered for documented extenuating circumstances and upon petition by the student.

**4C4D7** The Colleges may permit or require the repetition of a course where the student received a satisfactory grade the last time he or she took the course, but the College determines that there has been significant lapse of time since the grade was obtained; and

The college has properly established a recency prerequisite for the course under consideration. The College Curriculum Committees are authorized to define the "significant lapse of time" issue on a course-by-course basis.

**4C4E** **Academic Renewal** (Title 5, Sections 55044)--A maximum of

twenty (20) units of substandard grades previously recorded may be alleviated and disregarded for the purpose of the determination of satisfactory grade point average (GPA) if all of the following conditions exist. See **Procedure 4C4E(4)** of this Manual for procedures on Academic Renewal. (*Revised February 5, 2009*)

**4C4E1** At least five (5) years have elapsed since the coursework to be alleviated was recorded; at least twelve (12) units of satisfactory coursework (2.0 GPA) have been completed subsequent to the coursework to be alleviated; and the student petitions in writing to the College President or authorized representative stating the reasons why alleviation is requested.

**4C4E2** The permanent academic record shall be annotated in such a manner that all work remains legible, insuring a true and complete academic record. [Section 55046(a)]

**4C5** **Standards for Probation** (Title 5 Section 55754)  
(*Revised May 1, 2003*)

**4C5A** **Academic Probation**--A student who has attempted at least twelve (12) cumulative semester units at one of the colleges of the Kern Community College District shall be placed on academic probation if the student has earned a cumulative grade point average below 2.0 while enrolled at that particular college. See **Procedure 4C5A** of this Manual.

**4C5B** **Progress Probation**--A student who has attempted at least twelve (12) cumulative semester units at one of the colleges of the Kern Community College District shall be placed on progress probation when the percentage of all units for which entries of "W," "I," and "NC" reaches or exceeds fifty percent (50%) while enrolled at that particular college.

**4C5C** Each member College shall make every reasonable effort to provide counseling and other support services to a student on academic or progress probation and to help the student overcome any academic difficulties. A student on academic or progress probation may be limited by the College to specified courses and the number of units which may be attempted.

**4C5D** **Removal from Probation** (Title 5, Section 55755)

**4C5D1** A student on academic probation for a grade point deficiency shall be removed from probation when the student's cumulative grade point average is 2.0 or higher.

**4C5D2** A student on progress probation because of an excess of units for which entries of "W," "I," and "NC" are recorded shall be removed from probation when the percentage of units in this category drops below fifty percent (50%).

**4C6** **Disqualification and Reinstatement** (Title 5, Sections 55756 and 55759) (Revised December 13, 2001) See **Procedure 4C6** of this Manual.

**4C6A** A student who has been placed on academic probation for three (3) consecutive semesters shall be disqualified for admission to classes the following semester, unless during the last semester of enrollment, the student earned a grade point average of 2.0 or higher, in which case the student shall be placed on *continued probation*. For purposes of academic standing only, summer session is the equivalent of a semester. A student who is disqualified may be conditionally readmitted upon petition to the College President or designee following campus procedures.

**4C6B** A student who has been placed on progress probation for three (3) consecutive semesters shall be disqualified for admission to classes the following semester, unless during the last semester of enrollment, the percentage of units with entries of "W," "I," and "NC" was less than fifty percent (50%), in *which* case the student shall be placed on *continued probation*. For purposes of academic standing only, summer session is the equivalent of a semester. A student who is disqualified may be conditionally readmitted upon petition to the College President or designee following campus procedures.

**4C6C** For purposes of **Policies 4C6A** and **4C6B**, above, semesters shall be considered consecutive on the basis of student enrollment (i.e., fall semester followed by a fall semester shall be considered consecutive regardless of the number of intervening semesters in which the student was not enrolled.)

**4C7** **Remedial Coursework Limitation** (Revised February 5, 2009)

**4C7A** A student's need for remedial coursework shall be determined using appropriate assessment instruments, methods or procedures.

**4C7B** Remedial coursework refers to non-degree applicable basic skills courses as defined in Section 55000 of Title 5. Non-degree applicable basic skills courses are those courses in reading, writing, computation, and English as a Second

Language which are designated by the District as non-degree applicable credit courses pursuant to subdivision (b) of Section 55002 of Title 5.

**4C7C** Beginning Fall 1990, no student shall receive more than thirty (30) semester units of credit for remedial coursework within the Kern Community College District, except as noted in **Policies 4C7D and 4C7E** below.

**4C7D** The following students are exempted from the limitation on remedial coursework:

- Students currently enrolled in one (1) or more courses of English as a Second Language.
- Students identified by the College Disabled Student Program as having a learning disability.

**4C7E** The College President or designee may waive the thirty (30)-unit limitation on remedial coursework for any student who shows significant, measurable progress toward the development of college-level skills. The waiver of limitation may be granted for a maximum of fifteen (15) semester units, which must be completed within two (2) consecutive academic years.

**4C7F** Students who have exhausted the thirty (30)-unit limitation, unless provided with a waiver, shall be referred for further remedial work to appropriate adult non-credit education services provided by a college, adult school, or other appropriate local providers.

**4C7G** Students approaching the thirty (30)-unit limit shall be informed regarding their academic and/or progress status.

**4C8**     **Attendance**

**4C8A**     Each College will develop and publish procedures related to attendance of students.

**4C8B**     The District will develop attendance accounting procedures in accordance with established State law and regulations. (See **Procedure 4C8B** of this Manual for the Apportionment Attendance Report Checkoff List.)

**4D**       **Graduation** (Title 5, Sections 55800-55810, 55063; Education Code Section 66701, 71066, 72285, and 78204) These graduation requirements are effective with the 2009-10 catalog. (*Revised December 17, 2009*)

**4D1** **Minimum Graduation Requirements**--To graduate from a District College, the student must meet the following requirements:

- 4D1A** An Associate in Arts or Associate in Science degree is awarded those who complete sixty (60) units of associate degree-applicable credit courses with at least a 2.0 grade point average in all courses undertaken at any accredited college. Each College shall implement and may expand the minimum graduation requirements and shall report such action to the governing board.
- 4D1B** Twelve (12) units of the total must be completed in residence at the College that grants the degree.
- 4D1C** Eighteen (18) units of study must be completed in a discipline, or from related disciplines, as listed in the Community Colleges *Taxonomy of Programs*. Each course counted in this section must be completed with a grade of "C" or better, or a "P" if the course is taken on a pass/no pass basis.
- 4D1D** Eighteen (18) semester units of general education must be completed and shall include at least one (1) course in each of the following areas: (1) Natural Sciences, (2) Social and Behavioral Sciences, (3) Humanities, and (4) Language and Rationality. A course designated by each College as meeting the Ethnic Studies requirement must be taken in at least one of these four (4) areas. Courses counted to meet this general education requirement must be completed with a grade point average of 2.0 or better.
- 4D1E** Students must demonstrate competence in reading, written expression, and mathematics through courses or examination as noted in Sections 4D1E1, 4D1E2, and 4D1E3 below.
- 4D1E1** Competence in written expression, shall be demonstrated by obtaining a satisfactory grade in an English course at the level of the course typically known as "Freshman Composition," or another English course at the same level and with the same rigor, approved locally, or by achieving a score on an assessment instrument determined to be comparable to satisfactory completion of the specified English course.
- 4D1E2** Competence in mathematics shall be demonstrated by obtaining a satisfactory grade in a mathematics course at the level of the course typically known as "Intermediate Algebra," or another mathematics course at the same level, with the same rigor and with "Elementary Algebra" as a prerequisite,

approved locally, or by achieving a score on an assessment instrument determined to be comparable to satisfactory completion of the specified mathematics course.

**4D1E3** Demonstrated competence in reading shall be locally determined.

**4D1F** Since an understanding of wellness is an important attribute of a generally educated person, and for the general population as well, students must develop an understanding of the human condition as an integrated being regarding health and wellness. This requirement will be met by a minimum three (3) unit combination of health related courses, and/or physical education activity course or courses, as determined by the Colleges.

**4D2** **Certificates**– The Colleges of the Kern Community College District may award credit and non-credit certificates consistent with Sections 55070 and 55155 of Title 5. (*Revised April 8, 2010*)

**4D2A** Following Title 5, Section 55070, the Colleges may award a Certificate of Achievement for the completion of an 18-unit sequence of courses of degree-applicable credit coursework approved by the College Curriculum Committee, the Board of Trustees, and the State Chancellor. This Certificate of Achievement may not be given any other designation, and may not consist solely of Basic Skills and/or English as a Second Language courses. Awarding of the Certificate of Achievement indicates successful completion of patterns of learning experiences designed to develop certain capabilities that may be oriented toward career or general education.

**4D2B** Certificates may be awarded for fewer than 18-units as defined in Title 5, Sections 55070 (b) and (c).

**4D2B1** The Colleges may award Certificates of Achievement for completion of a 12-17-unit sequence of courses of degree-applicable credit coursework approved by the College Curriculum Committee, the Board of Trustees, and the State Chancellor.

**4D2B2** The Colleges may award locally approved certificates with fewer than 18-units that certify that a student has completed a credit course or a sequence of credit courses to meet documented workplace needs/standards by demonstrating a level of knowledge, skill(s), and ability(ies) sufficient to earn a minimum grade of “C” in each required course. Such certificates shall be designated Job Skills Certificate

and must be recommended by the Curriculum Committee and the College President, and approved by the Board of Trustees. These Certificates cannot be noted on transcripts.

**4D2C** Academic Programs leading to a Certificate of Achievement shall be noted in the College catalog.

**4D3** **Non-credit Courses** *(Revised April 8, 2010)*

**4D3A** Following Title 5, Section 55155, non-credit programs leading to a Certificate of Completion or Competency must be approved by the College Curriculum Committee, Board of Trustees, and the State Chancellor.

**4D3B** Non-credit Certificates may not be referred to as Certificates of Achievement.

**4D3C** Academic programs leading to a non-credit Certificate shall be noted in the College catalog.

**4D4** **Honorary Degrees**, (California Education Code, Sections 70902 and 72122) *(Revised December 11, 2008)*

**4D4A** The Board of Trustees may award an honorary associate degree to an individual who has distinguished himself or herself in a manner that the Board regards as worthy of recognition. See **Procedure 4D4** of this Manual for procedures on Honorary Degrees.

**4D4A1** Criteria for awarding the honorary degree include the following:

- a. Extraordinary support of the district or its colleges to further its programs, activities, or capital construction
- b. Extraordinary service to the community served by the district or its colleges
- c. Extraordinary achievement in the individual's chosen field of endeavor

**4D4A2** The Board of Trustees may hold closed sessions to consider the conferring of honorary degrees. (California Education Code, Section 72122)

**4E** **Emergency First Aid**--Each College shall provide appropriate emergency first aid for students. The confidentiality of student health records shall be maintained. (Education Code Sections 72244-72246)

**4F** **Student Activities and Organizations** *(Revised December 13, 2007)*

**4F1** Intercollegiate Competition--All intercollegiate athletic competition is regulated by the athletic codes of the Commission on Athletics California League of Community Colleges or designee and the conferences of which each College is a member.

**4F1A** The College President shall assure that athletic programs comply with the California Community Colleges Commission on Athletics Constitution and Sports Guides, and appropriate Conference Constitution regarding student athlete participation.

**4F1B** The District shall maintain an organized program for men and women in intercollegiate athletics. The program shall not discriminate on the basis of gender in the availability of athletic opportunities.

**4F2** Associated Student Bodies--The associated student bodies of the Colleges are recognized as advisory bodies to the Board of Trustees and are subject to the control and regulation of the Board of Trustees. Advisors to student governments shall be selected on each campus in accordance with criteria and procedures established by each campus. *(Added June 1, 1995)*

**4F2A** The Colleges shall establish procedures to ensure students the opportunity to express their opinions and to ensure that these opinions are given every reasonable consideration and the right to participate effectively in District and College governance. *(Added June 1, 1995)*

**4F2B** The associated student bodies may engage in any activities, including fundraising activities which have been approved by the College President or designee. No hazing activities as defined by the California Education Code may be practiced by any organization or its members. *(Added June 1, 1995)*

**4F3** Clubs and Organizations--Clubs and organizations will be organized in conformity with procedures established by each College. Clubs will be supervised by an advisor. Clubs shall establish aims which are educational and compatible with College and/or community interest. Exploitation of the name of the College or District shall not be permitted.

**4F4** Student Political Organization Activity--Any student political organization which is affiliated with the official youth division of any political party that is on the ballot of the State of California may hold meetings on a community college campus and may distribute bulletins and circulars concerning its meetings, provided that there is no endorsement of such organization by College authorities and no interference with the regular education program of the College. *(Education Code Section 76067)*

**4F5** **Dances, Parties, Picnics, Etc.**--No class, club or organization sponsored by the College may hold parties, picnics, or dances off the campus except with specific permission from the College President or designee. Insofar as possible, all student activities shall be held on the College campus.

**4F6** **Fraternities**--There shall be no secret fraternities, sororities, or clubs.

**4F7** **Student Finances**

**4F7A** Student organization activities shall be self-supporting. Associated student body funds should serve the student body as a whole.

**4F7B** Student organizations, including associated student bodies, shall be granted the use of District facilities in accordance with **Policy 3B** and **Procedure 3B1**, Guidelines for Use of District/College Property/Facilities, of this Manual. *(Added June 1, 1995)*

**4F7C** Student organizations shall prepare budgets of anticipated income and expenditures for each school year to serve as operating guides for the year's activities. Activities will be limited by the actual funds available, not by the budget.

**4F7C1** The annual operating budget for each associated student body shall be submitted to the Board of Trustees for information only by May 1 of each year. *(Added June 1, 1995)*

**4F7D** Associated student body funds shall be audited annually by a firm selected by the Board of Trustees.

**4F7E** No dues are to be levied or money collected by any class, or club, or any other organization without first securing permission from the College President or designee.

**4F7F** The College President shall name an employee of the College to act as college-designated treasurer of associated student body funds. *(Added June 1, 1995)*

**4F7F1** All student organization monies are to be given to the College-designated treasurer immediately after collection. The College-designated treasurer shall issue a receipt for the same and keep a duplicate thereof on file.

**4F7F2** All money collected by student organizations for dues, entertainments, benefits, contributions, or any

other purpose shall be deposited by the College-designated treasurer in the name of Associated Students in a bank designated by the College President or designee.

**4F7F3** The College-designated treasurer shall keep an accurate account of each student activity fund within the College showing the receipts, expenditures, and balance on hand. *(Added June 1, 1995)*

**4F7G** All business and employment contracts entered into on behalf of student organizations, including associated student bodies, must be approved in accordance with District procedures. *(Added June 1, 1995)*

**4F7H** Each student organization shall adopt procedures for expenditure of student organization funds. Each expenditure must be approved by a representative of the student organization, the certificated advisor of the student organization, and the College President or designee prior to expending student funds. *(Added June 1, 1995)*

**4F7H1** The certificated advisor of each student organization shall provide guidance and information to students to make decisions and ensure that expenditures of funds benefit the entire student organization and are not contrary to law or public policy.

**4F7H2** A student organization may appeal a decision to not authorize an activity or expenditure. Such appeal must be made in writing to the College President within ten (10) business days of the decision. The President's written decision will be made within three (3) business days after receipt of the written appeal and will be final.

**4F8** **Student Conduct** *(Revised December 13, 2001)*—Since public education is furnished by the people, it is a privilege. The Board of Trustees of the Kern Community College District, in support of public education and the exercise of general supervision of the campuses, requires that student conduct must reflect the standards of appropriate behavior as defined in pursuant sections. (Education Code Section 76037) See **Procedure 4F8** of this Manual for Student Complaint Hearing Panel Procedures.

**4F8A** Students shall respect constituted authority. This shall include conformance to Federal and State laws, Board regulations,

College regulations, and applicable provisions of civil law.

**4F8B** The District expects students to conduct themselves in a manner consistent with the educational purposes of the College. Student conduct should reflect consideration for the rights of others, and students are expected to cooperate with all members of the College community. (For specific guidelines regarding conduct, see **Policy 4F8D** of this Manual.)

**4F8C** College personnel are responsible for communicating appropriate student conduct and for reporting any violations thereof, and the College President or designee shall have the right to administer suitable and proper corrective measures for misconduct.

**4F8D** The Board of Trustees, the College President or designee may suspend a student for good cause or when the presence of the student causes a continuing danger to the physical safety of the student or others. The Board of Trustees may exclude from attendance in regular classes any student whose physical or mental disability is such as to cause his or her attendance to be inimical to the welfare of other students. (Education Code Sections 76020 and 76030)

As used in this section, *good cause* includes, but is not limited to, the following offenses that may result in the imposition of sanction(s) (See **Policy 4F8E** of this Manual):

“Good cause” may be established by using appropriate investigation standards, such as:

- Interview of witnesses
- Review of Campus Security Report, if applicable
- Review of written statements, if applicable
- Review of pertinent documents, if applicable
- Review of any other evidence, if applicable

1. Persistent or gross acts of willful disobedience and/or defiance toward College personnel.
2. Assault, battery, or any other form of physical abuse of a student or College employee.
3. Verbal abuse of a student or College employee. This includes, but is not limited to: defamation, obscenity, or “fighting words.” (Education Code Section 66301)
4. Any conduct that threatens the health or safety of the individual, or another, including any such action that takes

place at an event sponsored or supervised by the College.

5. Theft of or damage to the property of the College, another student, or staff.
6. Interference with the normal operations of the College (e.g., disruption of teaching and administrative functions, disciplinary procedures, pedestrian or vehicular traffic, or other College activities, including its public service functions).
7. Use of personal portable sound amplification equipment and other electronic devices (radios, cell telephones, pagers, and tape players, etc.) in a manner that disturbs the privacy of other individuals and/or the instructional program of the College.
8. Unauthorized entry into, or use of, College facilities, equipment, materials, or supplies.
9. Abuse of and/or tampering with the registration process.
10. Forgery, falsification, alteration, or misuse of College documents, records, or identification.
11. Dishonesty such as cheating, plagiarizing, or knowingly furnishing false information to the College and its officials.

See [Appendix 4F8D](#) of this Manual for Student Conduct Definitions of Plagiarism and Cheating.

12. Disorderly, lewd, indecent, or obscene conduct.
13. Extortion.
14. Breach of the peace on College property or at any College-sponsored or supervised function.
15. The use, sale, possession, or being under the influence of alcohol or any other controlled substance prohibited by law, on campus or at any function sponsored or supervised by the College.
16. Illegal possession or use of firearms, explosives, dangerous chemicals, or other weapons on College property or at College-sponsored activities.
17. Smoking and/or the use of tobacco products inside all campus buildings and other unauthorized campus areas.

18. Failure to comply with directions of College officials, faculty, staff, or campus security officers who are acting in performance of their duties.
19. Failure to identify oneself when on College property or at a College-sponsored or supervised event, upon the request of a College official acting in the performance of his/her duties.
20. Gambling.
21. Harassment (verbal or physical or sexual) of any student or member of the College community. (Harassment is defined as an activity which causes substantial emotional distress and serves no legitimate purpose.) (See **Policy 11C2** of this Manual for a definition of sexual harassment.)
22. Abuse of computer resources. (See **Policy 3E** of this Manual regarding Information Technology policies)
23. Abuse of or disruption to the student conduct and/or complaint process, including but not limited to:
  - a. Failure to obey the summons of a College official or appropriate committee.
  - b. Falsification, distortion, or misrepresentation of information before a College official or appropriate committee.
  - c. Disruption or interference with the orderly conduct of an official College proceeding.
  - d. Attempting to influence the impartiality of a member of an official committee prior to and/or during the course of, an official College proceeding.
  - e. Harassment and/or intimidation of any person involved in the conduct and/or complaint process, prior to, during, and/or after the proceeding.
  - f. Failure to comply with the sanction(s) imposed under the Student Conduct Code.
  - g. Influencing or attempting to influence another person to commit an abuse of the conduct or complaint process system.
  - h. Repeated filing of frivolous and/or capricious complaints against College personnel.

24. Hazing. (See Education Code Sections 32050 and 32051)
25. Violation of other applicable Federal, State, and local laws (e.g., hate crimes) and College rules and regulations.
26. Persistent, serious misconduct where other means of correction have failed to bring about proper behavior.
27. Assisting another person, or soliciting another person, in any of the offences listed in numbers 1 through 26 of this policy.

[See [Procedure 4F10\(a\)](#) of this Manual for Student Complaint Procedures]

**4F8E** Sanctions--In accordance with the provisions of Education Code Sections 76031 and 76037, the Board of Trustees provides for the following sanctions for violations of the Code of Student Conduct, and more than one (1) of the sanctions listed below may be imposed for any single violation:

1. **WARNING:** Verbal notification of the student by a faculty member or administrator that continuation of the conduct may be cause for further disciplinary action;
2. **CENSURE:** A written reprimand or warning to the student by a faculty member or administrator; written referral of the student to a College office or community agency for counseling or rehabilitative treatment;
3. **PROBATION:** Prohibition of the student by the Administration from participating in designated privileges of College activities for a period of up to one (1) semester or other stipulated requirements to conform to specified standards or conduct;
4. **RESTITUTION:** Reimbursement to the College, as directed by the Administration, for repair or replacement of District property misused, misappropriated, or damaged by the student;
5. **TEMPORARY REMOVAL:** A faculty member may remove a student from his or her class for the day of the removal and the next class meeting. The faculty member shall immediately report the removal to the College President or designee for appropriate action. During the period of removal, a student shall not be returned to the class from which he or she was removed without the concurrence of the faculty member of the class. (Education Code Section 76032).

Whenever a minor is removed from a class, the parent or guardian shall be notified in writing by the College President or designee. If the student removed from class by a faculty member is a minor, the College President or designee shall ask the parent or guardian of the student to attend a parent conference regarding the removal as soon as possible. If the faculty member or the parent or guardian so requests, a College administrator shall attend the conference. During the period of removal, a student shall not be returned to the class from which he/she was removed without the concurrence of the faculty member of the class. (Education Code Sections 76031 and 76032);

6. SUSPENSION: Exclusion from any or all classes and activities of the College and from use of any District facilities. The College President or designee may suspend a student for good cause as follows:
  - a. From one (1) or more classes for a period of up to ten (10) days of instruction.
  - b. From one (1) or more classes for the remainder of the school term.
  - c. From all classes and activities of the College for one (1) or more terms

In all cases of suspension, the student shall receive official notice from the College President or designee.

No student shall be suspended unless the conduct for which he/she is to be disciplined is related to College activity or campus attendance.

Suspensions of any student from the College shall be accompanied by a prompt hearing unless the charges have been disposed of administratively by mutual consent, or the student sends a written notification to the President of the College or designee indicating that he/she does not want to proceed with the hearing. [See **Procedure 4F8** of this Manual for Student Conduct Hearing Panel Procedures] If an immediate suspension is required in order to protect lives or property and/or to ensure the maintenance of order, a reasonable opportunity shall be afforded the suspended person for a hearing within ten (10) days of the suspension. (Education Code Sections 66017 and 76030)

*(Revised April 6, 2006)*

During the period of suspension, a student shall not be permitted to enroll in any College in the District. (Education Code Section 76031)

The College President shall report all suspensions of students to the Chancellor of the District. (Education Code Section 76031)

Whenever a minor is suspended from a College, the parent or guardian shall be notified in writing by the College President or designee. The parent or guardian of the student shall be asked to a conference regarding the removal. (Education Code Sections 76031 and 76032); and

7. EXPULSION: Termination of the student status by the Board of Trustees on the recommendation of the Chancellor.

No student shall be expelled unless the conduct for which he/she is to be disciplined is related to College activity or campus attendance.

Expulsion of any student from the District shall be accompanied by a prompt hearing. [See **Procedure 4F10(b)** of this Manual for Student Conduct Hearing Panel Procedures]. If an immediate expulsion is required in order to protect lives or property and/or to ensure the maintenance of order, a reasonable opportunity shall be afforded the expelled person for a hearing within ten (10) days of the expulsion. (Education Code Sections 66017 and 76030)

In cases of expulsion, the Chancellor or designee shall recommend action to the Board of Trustees after receiving the College President's recommendation and supporting documentation, including the hearing panel's recommendation and the hearing record.

After Board action, the Chancellor or designee shall notify the student by registered mail, return receipt requested. The expulsion may be for a specified or unspecified time and shall be from all Colleges, programs, and activities of the District.

In expulsion for an unspecified time, the student may, after a reasonable time, request the College President to remove the expulsion. If the College President approves the request, he/she shall make that recommendation to the Chancellor or designee who may recommend to the

Board that the expulsion be removed. The Chancellor or designee shall notify the student of the Board's action.

- 4F8F** The College President or designee shall report any violation of Penal Code Section 245 (assault with a deadly weapon) or Civil Code Section 52.1 and Penal Code Sections 422.6 through 422.95 (hate crime) to the appropriate law enforcement authorities. (Education Code Section 76035)
- 4F8G** At a minimum, an instructor who determines that a student has cheated or plagiarized has the right to assign an "F" grade for the assignment or examination. However, each College may impose additional penalties as appropriate to their respective College discipline procedures. (See **Appendix 4F8D** of this Manual for the definitions of plagiarism and cheating.) (*Revised May 1, 2003*)
- 4F8H** Violation or violations of any law, ordinance, regulation, or rule regulating, or pertaining to, the parking of vehicles, shall not be cause for the suspension or expulsion of a student from a community college. (Education Code Section 76036)
- 4F9** Student Rights--Each College will publish policies and procedures which protect the rights of students, including the right of privacy concerning records and information about each student. (*Revised January 7, 1993*)
- 4F10** Student Complaint Policy--The Vice President, Student Services, or designee shall be responsible for the administration of the student complaint policy. See **Procedures 4F10(a and b)** of this Manual for the Student Complaint and Hearing Panel procedures. (*Revised March 16, 1995*)
- 4F10A** This student complaint policy is designed to consider an alleged wrong against a student. Efforts will be made to resolve a complaint in a timely and fair manner. (*Added January 7, 1993*)
- 4F10B** Students who contend they have been treated unfairly have the right, without fear of reprisal, to use a written procedure in their attempt to right an alleged wrong. See **Procedures 4F10(a and b)** of this Manual for the Student Complaint and Hearing Panel procedures. (*Added January 7, 1993*)
- 4F11** Sunday Practices--College activities such as dramatics, orchestra, rehearsals, and other activities should not be scheduled on Sundays. If emergencies arise where Sunday practice is necessary, students should not be penalized if they find it inadvisable to attend because of conflicts with religious activities or beliefs.
- 4F12** Students with Chronic Communicable Diseases or Infectious Conditions-

-A student with identified chronic communicable disease or infectious condition may attend College whenever, through reasonable accommodation, the risks associated with the disease or condition are outweighed by the detrimental effects resulting from the student's exclusion from the College and/or classes.

**4F12A** Decisions on student participation will be made using the above standard in conjunction with the current, available public health department guidelines concerning the particular disease or condition, the physician's recommendations, the law and the factual assessment of the following:

- the risks associated with how the disease or condition is transmitted;
- the risks associated with how long the carrier is infectious;
- the risks associated with the disease's or condition's potential harm to others;
- the risks associated with the probability or the disease or condition being transmitted in the College setting; and
- whether, after taking into account the above, the College can reasonably accommodate the individual who carries the disease or condition without incurring undue financial or administrative burdens.

**4F12B** Individual cases will not be prejudged; rather, decisions will be made based upon the facts of the particular case. The determination of whether a student with a chronic communicable disease or infectious condition may attend College shall be made in accordance with established procedures relying primarily upon the physician's recommendation based on public health guidelines.

**4F12C** The District shall respect the right of privacy of any student who has a chronic communicable disease or infectious condition. The student's medical condition shall be disclosed only to the extent necessary to minimize the health risks to others.

**4F12D** The District shall provide integration into the curriculum of an educational program for students to communicate the sources, transmittal and prevention of the major chronic communicable diseases and infectious conditions.

**4G** **Drug and Alcohol Screening for Students in Allied Health Programs** *(Added November 19, 1992)*

**4G1** As a condition of admission to any Allied Health Program, with a clinical

component, in the Kern Community College District, all students are required to submit to and pass a designated drug and alcohol screen.

**4G2** If the Kern Community College District has a contractual arrangement with an outside organization and the outside organization requires drug screening of Allied Health Program students in that contractual program, these students must submit to and pass a drug screen.

**4G3** All Allied Health Program students must sign a statement that they agree to immediate monitored drug and alcohol testing at College expense upon request of a program instructor and/or the director of the program at any time while a student is in the program. Drug and alcohol screening shall be requested whenever there is reasonable suspicion that a student is under the influence of alcohol or drugs.

**4G3A** Students with verified positive test results for alcohol, any illegal drug, or the abuse of prescribed or over-the-counter medication or mind altering substances will be dropped from the program. Readmission will be contingent upon satisfactory completion of an approved rehabilitation program.

**4G3B** If a student who has been readmitted after successfully completing a rehabilitation program fails a subsequent drug or alcohol test, the student will be dropped from the program and will be disqualified for readmission.

**4G3C** All information regarding drug and alcohol testing and resulting rehabilitation will be kept confidential and will be maintained in a file separate from the students' regular file in the office of the director of the program.

**4G4** Each College shall develop procedures to implement **Policy 4G**.

**4H** **Student Credit Card Solicitation** *(Added December 4, 2003)*

**4H1** Credit card companies marketing “student credit cards” may not engage in solicitation on campus without the prior approval of the College President or designee.

**4H2** Each College of the Kern Community College District is required to develop and adopt procedures regulating the marketing of “student credit cards,” and these regulations are to be on file in the Office of the College President or designee.

**4H3** Credit card company representatives seeking prior approval for solicitation of “student credit cards” must secure a copy of the College’s procedures that regulate the marketing of “student credit cards” on campus, must appear in person with full identification when seeking approval, must pay the vendor fee established by the Colleges, and must abide by the College’s regulations at all times.

- 4H4** Failure on the part of the credit card company to meticulously observe the regulations governing “student credit card” solicitation will result in immediate expulsion from the campus, and will also result in the firm being banned from campus for the purpose of credit card marketing for a three-year (3-year) period.
- 4H5** Credit card company representatives who, without prior approval, appear on campus for the purpose of marketing “student credit cards” will be immediately expelled from the campus, and their firm will be denied subsequent access for a five-year (5-year) period.

**4I** Criminal Background Checks *(Revised December 13, 2007)*

**4I1** Students in Allied Health Clinical Programs

- 4I1A** As a result of safety considerations and facility limitations, and pursuant to standards of the Joint Commission on Accreditation of Healthcare Organizations, enrollment in Allied Health Program courses involving placement in clinical facilities is limited to those students who undergo a criminal background check, which does not disclose certain convictions and pending charges. Background checks are required for registration in clinical courses, but are not required as a condition of enrollment in the Allied Health Program. A student who does not remain continuously enrolled in the Allied Health Program will be required to undergo a new criminal background check upon re-enrollment.

Students admitted to an Allied Health Program that will require a criminal background check for enrollment in the clinical phases of this Program at some future date, must be properly notified at the time of admission to the Program that this background check is a requirement for clinical phases of the program.

- 4I1B** Students seeking to enroll in Allied Health clinical programs must furnish such consents and information (including, but not limited to, all names used by the student, social security numbers, birth date, and addresses) as may be required to carry out the background checks, and to provide access to the results to the District (and the clinical facility, as necessary). For students under age 18, parental consent will be required. The District and Colleges shall maintain any information received in strict confidence, in a secure location. In the event enrollment in a course involving placement in a clinical facility is denied for causes related to the background check, the District shall notify the student of the action taken, the name, address, and telephone number of the agency furnishing the report, the student's right to obtain a free copy of the report, and the student's right to dispute the accuracy or completeness of any information in the report.

- 41C** Students will not be permitted to enroll in Allied Health courses involving placement in a clinical facility if a criminal background check discloses a conviction (or a pending charge) for an offense for which (1) the clinical facility's policy does not permit participation, or (2) the law does not permit participation. If a participating alternate clinical facility is available, the policy of which would not bar the student's participation, the District shall make an effort to place the student in the alternate facility, assuming the student qualifies and space is available.
- 41D** Students who are not permitted to enroll in a clinical course as a result of the enrollment limitation described in this Board Policy, but who provide satisfactory evidence that they should be permitted to enroll, may seek entry into the course according to a challenge process as described in Board Policy 4A4B.
- 41E** The District may charge participating students a fee to cover the cost of obtaining and processing a criminal background check if the student does not wish to obtain his or her own background check.

**412** Students in Child Development Laboratory Courses

- 412A** Students enrolled in Child Development Laboratories, which require the students to be in contact with children who are enrolled at the Centers, are required to secure a criminal background check.

**42A1** Students seeking to enroll in Child Development Laboratory courses that require the students to be in contact with children must furnish such consents and information (including, but not limited to, all names used by the student, social security numbers, birth date, and addresses) as may be required to carry out the background checks, and to provide access to the results to the District (and the Center, as necessary).

For students under age eighteen (18), parental consent will be required. The District and Colleges shall maintain any information received in strict confidence, in a secure location. In the event enrollment in a Child Development Laboratory course that puts the students in contact with children enrolled at the Centers is denied for causes related to the background check, the District shall notify the student of the action taken, the name, address, and telephone number of the agency furnishing the report, the student's right to obtain a free copy of the report, and the student's right to dispute the accuracy or completeness of any information in the report.

- 412A2** Students will not be permitted to enroll in Child Development Laboratory courses that put students in contact with children

if a criminal background check discloses a conviction (or a pending charge) for an offense for which the child development facility's policy does not permit participation, or the law does not permit participation.

**4I2A3** Students who are not permitted to enroll in Child Development Laboratory courses that put them in contact with children enrolled at the Centers as a result of enrollment limitation described in this Board Policy, but who provide evidence that they should be permitted to enroll, may seek entry into the course according to the challenge process described in Board Policy 4A4B.

**4I2B** Regardless of the number of hours employed, all employees assigned to Child Care Centers are required to secure a criminal background check as a condition of their employment. This includes professional employees, classified employees, and student employees.

**4I2B1** With respect to this requirement, employees should refer to Policy 4I2A1, above, regarding required information and the rights of employees.

**4I2B2** Prospective employees referred to in Policy 4I2B, above, should refer to Policy 4I2A2 regarding the consequences to employment in failing to satisfy the criminal background check.

# Procedure

**Procedure 4A3(a)**

**Matriculation Component Exemption Criteria**

*Consistent with the provisions of AB 3, Sections 78212-78214, and Title 5, Section 55532, the following Exemption Procedures for Assessment, Orientation, and Counseling/Advising are in effect for the Colleges of the Kern Community College District.*

Except as noted below, all students shall be required to complete the four (4) matriculation components: assessment, orientation, counseling/advising, and a Student Educational Plan (SEP). The Vice President, Student Services, or designee may, upon appeal, exempt students from the above-noted components, for circumstances not covered by this procedure.

<b>Counseling/ Exemption Criteria</b>	<b>Assessment</b>	<b>Orientation</b>	<b>Counseling / Advising</b>	<b>SEP</b>
1--Students who have completed an associate degree or higher.	X	X	X	X
2--Satisfactory completion of course work equivalent to college-level English and college-level math, or completion of State Approved Assessment.	X			

Approved by Chancellor's Cabinet 2/28/12

## **Procedures for Registration and Collection of Enrollment Fees**

- 1) Priority registration appointments are scheduled prior to open registration. **[See Priority Registration Procedure 4A3(c).]**
- 2) In person registration will be available for courses requiring instructor or departmental approval.
- 3) Students not in good academic standing or having a hold that prevents registration will not be allowed to register until they have obtained clearance from appropriate College personnel.
- 4) Students with two (2) or more or a combination of any two (2) or more “D’s”, “F’s”, “W’s”, “NP’s” in a single course will be prevented from registering for that course until they have obtained clearance in accordance with the College’s established procedures.
- 5) Students are required to complete an Admissions or Update form prior to registration every term. These forms may be completed on the web.
- 6) At the time of registration students can check their class schedules and their account information via the web.
- 7) Enrollment fees are due at the time of registration. **(See Board Policy Policy 4A7 regarding penalties for failure to pay enrollment fees by the due date.)**

**Kern Community College District  
Priority Registration Procedures  
Bakersfield College**

<b>Order of Priority Registration</b> First-term priority registration includes assessment, orientation, and counseling/advising; continuing priority registration includes the completion of a Student Educational Plan.	
<b>Day 1-3</b>	Veterans, Foster Youth* or Former Foster Youth**, DSPS, EOPS, Presidential Scholars, Dean's List, Student Athletes
<b>Day 4-13</b>	Continuing Students with less than 100 Units Attempted (excluding students on academic standing probation 2) Prior Year Graduates of High Schools in the District
<b>Day 14</b>	New Students not Included Above
<b>Day 15</b>	Open Registration

\*Foster Youth is a person who is currently in foster care

\*\*Former Foster Youth is a person who is an emancipated foster youth and who is up to 24 years of age

Approved by Chancellor's Cabinet 2/28/12

**Kern Community College District  
Priority Registration Procedures**

**Cerro Coso Community College**

<b>Order of Priority Registration</b> First-term priority registration includes assessment, orientation, and counseling/advising; continuing priority registration includes the completion of a Student Educational Plan.	
<b>Day 1-2</b>	Veterans, Foster Youth* or Former Foster Youth**, DSPS, EOPS
<b>Day 3</b>	Honor Students
<b>Day 4-10</b>	Continuing Students with less than 100 Units Attempted (excluding students on academic standing probation 2) Prior Year Graduates of High Schools in the District
<b>Day 11-14</b>	New Students not Included Above
<b>Day 15</b>	Open Registration

\*Foster Youth is a person who is currently in foster care

\*\*Former Foster Youth is a person who is an emancipated foster youth and who is up to 24 years of age

Approved by Chancellor's Cabinet 2/28/12

**Kern Community College District  
Priority Registration Procedures**

**Porterville College**

<b>Order of Priority Registration</b> First-term priority registration includes assessment, orientation, and counseling/advising; continuing priority registration includes the completion of a Student Educational Plan.	
<b>Day 1-2</b>	Veterans, Foster Youth* or Former Foster Youth**, DSPS, EOPS
<b>Day 3</b>	Student Athletes
<b>Day 4-10</b>	Continuing Students with less than 100 Units Attempted (excluding students on academic standing probation 2) Prior Year Graduates of High Schools in the District
<b>Day 11-14</b>	New Students not Included Above
<b>Day 15</b>	Open Registration

\*Foster Youth is a person who is currently in foster care

\*\*Former Foster Youth is a person who is an emancipated foster youth and who is up to 24 years of age

Approved by Chancellor's Cabinet 2/28/12

## **Procedure for Adopting New Assessment Instruments**

Only standardized assessment instruments which are on the State Chancellor's approved, provisional, or probationary list may be used as an indicator for placement into classes.

**In 1989, the District Student Services Committee recommended, and the Colleges concurred in the selection of ASSET assessment instruments for use in placing students in courses. ASSET is approved by the State Chancellor's Office as an assessment instrument. All three Colleges use ASSET for course placement purposes. To change to other State approved assessment instruments is permissible, but only after due process.**

**Locally developed, College specific, assessment instruments which are approved by the State Chancellor's Office may also be used for placement purposes.**

**Each year ACT furnishes reports to the Colleges and the District with respect to the validity of the ASSET tests being used as compared with course grades.**

### **Adopting New Assessment Instruments Already on the State Approved List**

- (1) A College may experiment with a State approved assessment instrument not currently in use by conducting a validity study that demonstrates that the proposed test or combination of tests is a significantly better placement instrument than the one currently in use for a course or a group of courses.

This validity study would first be presented to the College Student Services Committee for information, discussion, and recommendation. Any action recommending the use of an assessment instrument not currently in use will be forwarded to the District Student Services Committee for consideration and possible decision.

Adopting New Assessment Instruments Already on the State Approved List (continued)

- (2) On a pilot project basis, the District Student Services Committee may authorize the use of an assessment instrument(s) that is already on the State Chancellor's approved, provisional, or probationary list in order to determine whether or not this instrument is a better predictor of success than ASSET.

If the pilot project provides evidence of predictive validity that is equal or superior to those developed for ASSET, it will become a matter for the District Student Services Committee to decide whether or not to adopt the new instrument District-wide, or to permit local option.

Suggested criteria that might become factors in a recommendation or decision are:

- Predictive validity and reliability
- Cost
- Compatibility with computer assessment
- Compatibility with BANNER
- Ease of administration and scoring
- Time needed for testing
- Power test versus timed test

Adopting New Assessment Instruments that are Not on the State Approved List

If a College proposes to the District Student Services Committee an assessment instrument that is not on the State Chancellor's List, the steps required by the State Chancellor's Office must be followed in order to gain provisional or probationary status for that particular instrument for purposes of a pilot study.

Approved by Chancellor's Cabinet  
January 28, 1997

## **Non-Resident Tuition Refund Procedures**

- (1) The student shall be credited any excess non-resident tuition computed based on the units of current enrollment, if a student drops a course within:
  - Two (2) weeks after the starting date of the semester for a semester length course, or
  - A date calculated to be ten (10) percent from the starting date of a course other than semester length.

If a course is ten (10) days or less in length, the course must be dropped before the second (2nd) meeting to be credited a refund, computed based on units of current enrollment.

- (2) If a class is cancelled or rescheduled, the student shall be credited any excess non-resident tuition computed based on units of current enrollment.
- (3) A student entitled to receive the non-resident tuition must:

Apply for the refund before the end of the second consecutive semester of non-attendance (summer session is not considered a semester), and shall use the appropriate campus refund request form.
- (4) If a student does not apply for a fee refund within the timeframe noted in number three (3) above, the available funds will revert to the District.
- (5) Exceptions to these procedures must be approved by the College President or designee.

Approved by the Chancellor's Cabinet  
August 26, 1986  
Effective Spring, 1987

Revised 11/25/86  
Renumbered 4/21/94  
Revised 3/21/95

## **Enrollment Fee Refund**

- (1) The student shall be credited any excess enrollment fee computed based on units of current enrollment, if a student drops a course within:
- Two (2) weeks after the starting date of the semester for a semester length course, or
  - A date calculated to be ten (10) percent from the starting date of a course other than semester length.

If a course is ten (10) days or less in length, the course must be dropped before the second (2nd) meeting to be credited a refund, computed based on units of current enrollment.

- (2) If a class is cancelled or rescheduled, the student shall be credited any excess enrollment fee computed based on units of current enrollment.
- (3) A student entitled to receive the enrollment fee refund shall be issued such refund by the end of the second consecutive semester of non-attendance (summer session is not considered a semester)
- (4) In the case of students who are members of an active or reserve military service, and who receive orders compelling a withdrawal from courses, the entire enrollment fee shall be refunded, unless academic credit is awarded.

Approved by Chancellor's Cabinet  
11/9/10  
Approved by the Consultation Council  
11/16/10

## Enrollment Fee Waivers

The following enrollment fee waivers are authorized by law:

1. Special full-time or part-time students enrolled in college courses **only** for high school credit are not subject to the enrollment fee, and no waiver or exemption is necessary. **(This is noted in the Student Fee Handbook, page four, paragraph four, but there is no legal citation, since this is a Constitutional matter. See Counsel Ralph Black's letter of September 23, 2004, which supports this ruling.)**
2. Children or dependents of a deceased or disabled veteran [Education Code Section 66025.3(a)(2)(A). This section also has other related categories of eligibility for waivers.]
3. Apprentices in courses of supplemental or related instruction (Section 3074.7 of the Labor Code and Education Code Section 76350)
4. Recipients of benefits under the Temporary Assistance to Needy Families (TANF) program [Education Code Section 76300(g)(1)]
5. Recipients of benefits of Supplemental Security Income/State Supplementary program [Education Code Section 76300(g)(1)]
6. General Assistance program recipients [Education Code Section 76300(g)(1)]
7. Students who demonstrate eligibility according to income standards established by the Board of Governors and contained in Title 5, Section 58620 and Education Code Section 76300 (g)(2).
8. California State University or University of California students enrolled in remedial classes provided by a community college district on a campus of the University of California or a campus of the California State University, for whom the District claims an attendance apportionment pursuant to an agreement between the District and the California State University or the University of California [Education Code Section 76300(e)(2)].

**Procedure 4A8C(b)** (continued)

9. Any student, who at the time of enrollment is a dependent, or surviving spouse who has not remarried, of any member of the California National Guard who, in the line of duty and while in the active service of the State, was killed [Education Code Section 72252(h)], died of a disability resulting from an event that occurred while in the active service of the State, or is permanently disabled as a result of an event that occurred while in the active service of the State [Education Code Section 76300(h)]
10. Students enrolled in the non-credit courses designated by Education Code Section 84757. [Education Code Section 76300(e)(1)]
11. Students enrolled in credit contract education courses pursuant to Education Code 78021. [Education Code Section 76300(e)(3)]
12. A student who is the surviving spouse or the child, natural or adopted, of a deceased person who met all of the requirements of Education Code Section 68120 which refers to law enforcement officials killed in the performance of actual law enforcement or fire suppression duties. [Education Code Section 76300(i)]
13. A student who is a dependent of any individual killed in the September 11, 2001, terrorist attacks according to the stipulations of Education Code Section 76300(j)&(k).]
14. Guaranteed Transfer Option (GTO) students, with appropriate documentation, who enroll at a California community college campus for 2004-05 are entitled to an Enrollment Fee Waiver for 2004-05, and for one (1) year thereafter, irrespective of financial need while the student is enrolled at that campus. Subsequent to 2004-05, GTO students enrolling at a California community college will have their enrollment fees waived if they can establish financial need according to the standards noted in Title 5, Section 58620. [Education Code Section 66744(a)&(b)]

Approved by Chancellor's Cabinet

November 24, 1987

Revised 9/19/89

Revised 4/21/94; Effective May 19, 1994

Approved by Chancellor's Executive Council and Cabinet—November 16, 2004

Renumbered May 23, 2011

## **Health Fee Guidelines**

### **Health Fee Refund**

- 1) The student will be credited the health fee if all classes on the main campus are dropped and an enrollment fee credit is generated by a main campus class during the transaction.
- 2) A student entitled to receive the health fee refund must apply for the refund before the end of the second consecutive semester of non-attendance (summer session is not considered a semester), and shall use the appropriate campus refund request form.
- 3) If a student does not apply for the health fee refund within the time frame noted in number two (2) above, the available funds will revert to the District.

### **Health Fee Exemptions**

The following Health Fee exemptions are authorized by law:

- 1) Students who depend exclusively upon prayer for healing in accordance with the teachings of a bona fide religious sect, denomination, or organization.
- 2) Students who are attending a community college under an approved apprenticeship training program.

The following local exemptions also are authorized:

- 1) Students enrolled at campuses and centers where no health services are provided.
- 2) Students enrolled on weekends (only) when no health services are provided.

Approved by the Chancellor's Cabinet  
November 24, 1987

Revised 10/29/91; 8/24/93; 4/21/94, Effective May 19, 1994; 2/25/97; Executive Council 12/13/2005  
Renumbered May 23, 2011

## **Student Body Operating and Building Fee**

- A. Effective Fall Semester 1990, a student body operating and building fee shall be assessed in the following manner:**

**Bakersfield College students shall be assessed one dollar (\$1.00) per credit hour for courses on the main campus up to a maximum of five dollars (\$5.00) per Fall semester and five dollars (\$5.00) per Spring semester. The fee shall not be assessed for summer session enrollment.**

- B. This fee shall remain in effect through Spring semester 2020.**

- C. The following student body operating and building fee waivers are authorized by law:**

- (1) Aid to Families with Dependent Children (AFDC) program recipients
- (2) Supplemental Security Income/State Supplementary program recipients
- (3) General Assistance program recipients
- (4) K-8 students who are taking classes
- (5) Students who are in apprenticeship programs

- D. The following student body operating and building fee refund procedures shall apply:**

- (1) The student shall be credited any excess student body operating and building fee based on the units or current credit enrollment, if a student drops a course within:
  - Two (2) weeks after the starting date of the semester for a semester length course, or
  - A date calculated to be within ten (10) percent from the starting date of a course other than semester length.

(D--continued)

- (2) If a class is cancelled or rescheduled, the student shall be credited any excess student body operating and building fee computed based on units of current credit enrollment.
- (3) A student entitled to receive the student body operating and building fee refund must apply for the refund before the end of the second consecutive semester of non-attendance (summer session is not considered a semester), and shall use the appropriate campus refund request form.
- (4) If a student does not apply for the student body operating and building fee refund within the timeframe noted in number three (3) above, the available funds will revert to the District.
- (5) Exceptions to these procedures must be approved by the College President or designee.

Approved by Chancellor's Cabinet  
March 27, 1990

Revised 10/29/91  
Revised 8/24/93, Effective Fall 1993  
Renumbered 4/21/94  
Renumbered 2/25/97  
May 23, 2011

**Procedure 4B9I**

See Form B on Following Page.

Approved by  
Chancellor's Executive Council—March 27, 2007  
Chancellor's Cabinet—November 20, 2007

Renumbered –June 24, 2009



Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93301-4099

- Bakersfield College
- Cerro Coso Community College
- Porterville College

**Form B**

## Parent/Guardian/Student Consent for Excursions, Field Trips, and Transportation of Students

*(Please complete for minors under 18 years of age and for all out-of-state trips. See **Board Policy 4B9K6.**)*

Activity		Destination	
CRN	Course Name	Instructor's Name	
Date of Event(s)			
Activity Destination			
<p><i>All students taking out-of-state trips and parents or guardians of all minor students being transported must sign this consent form. (A minor student is a person below 18 years of age.)</i></p> <p><i>All persons over 18 years of age taking out-of-state field trips or excursions and all parents of minors taking out-of-state field trips or excursions shall sign this form waiving all claims against the District or the State of California for injury, illness, or death occurring during or by reason of the field trip or excursion.</i></p> <p><b>Board Policy 4B9I--</b> All persons making a field trip or excursions shall be deemed to have waived all claims against the District for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state trips and excursions, and all parents or guardians of minor student taking out-of-state trips and excursions shall sign a statement waiving such claims. [Title 5, Section 55450(d)] (See <b>Procedure 4B8I</b> of this Manual for the Parent/Guardian/Student Consent for Excursions, Field Trips, and Transportation of Student form.)</p>			
Printed Name of Student/Approved Participant		Signature of Student/Approved Participant	
Date		Date	
Address		City	
Birth Date (only if minor)		Birth Date (only if minor)	
Printed Name of Parent or Guardian (only if student is a minor)		Signature of Student/Approved Participant	
Date		Date	

**Procedure 4B9K5**

See Form A on Following Page.

Approved by  
Chancellor's Executive Council—March 27, 2007  
Chancellor's Cabinet—November 20, 2007

Renumbered—June 24, 2009



**Procedure 4B9K7**

See Form D on Following Page.

Approved by  
Chancellor's Executive Council—March 27, 2007  
Chancellor's Cabinet—November 20, 2007

Renumbered—June 24, 2009



**Procedure 4B9K9**

See Form C on Following Page.

Approved by  
Chancellor's Executive Council—March 27, 2007  
Chancellor's Cabinet—November 20, 2007

Renumbered—June 24, 2009



Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93301-4099

**Form C**

- Bakersfield College
- Cerro Coso Community College
- Porterville College

## Request for Student Trip

Name of Originator		Date of Request
Department/Division	Course Title and CRN	
Departure Location (must be KCCD site; other location must be approved)		
Departure Date(s)	AM Time	PM Time
Return Date(s)	AM Time	PM Time
Return Location (must be KCCD site; other location must be approved)		
Destination (be specific) (Note: Out-of-state trips require Board approval)		
Number of students Participating (Attach Student Trip Emergency Contact List, Form "D," Supervising Academic Staff members must retain copy.)	Purpose	
Is this trip to be taken during class time? <input type="checkbox"/> Yes <input type="checkbox"/> No	Transportation by: <input type="checkbox"/> District/College Vehicle (Transportation Request form must be attached.) <input type="checkbox"/> Private Vehicle(s) <input type="checkbox"/> Other (Identify type) _____	
Transportation Cost		
FOAPAL		
<b>Check #1, #2, or #3 below.</b>		
<input type="checkbox"/> #1	This field trip is a basic part of the aboved-named course, is so stipulated in the course catalog, and the student is expected to participate.	
<input type="checkbox"/> #2	This is a special field trip request for the following purpose(s).	
<input type="checkbox"/> #3	Student activity (describe)	
Originator's Signature	Date	
Chair's/Coordinator's/Director's Signature	Date	
College Educational Administrator's Signature	Date	

## Credit Allowed From Other Institutions

1. Students applying to receive lower division credit for work completed at other colleges must submit for evaluation official transcripts from such colleges.
2. Lower division credits from other institutions allowed by Colleges of the Kern Community College District (KCCD) are subject to review and evaluation by any college or university to which a student may subsequently transfer.
3. Credit for lower division courses transferred from another collegiate institution are evaluated and credit given under the principle of “like credit for like work”. Such courses are accepted both for unit credit, and for the satisfaction of lower division course requirements. As necessary, evaluators may be assisted by faculty in the same or related fields as the courses being evaluated.
4. Since community colleges do not routinely accept upper division courses, when a petition is submitted for credit in an upper division course at one (1) of the Colleges of the KCCD, evaluators are required to seek faculty assistance in determining whether or not the upper division course content and requirements are precisely the same as a lower division course offered by the KCCD College. If they are deemed precisely the same, the Colleges are authorized to give unit credit for the course, as well as satisfaction of a lower division course requirement.

## Grade Change Procedure

References: Education Code Sections 76224-76232; Title Section 55025  
(Approved 9/27/11)

- 1) Prior to filing a Written Request for a Grade Change (see [Appendix 4C4C](#)), and within ten (10) instructional days of receiving the grade, the student(s) must attempt to resolve the issue by contacting the faculty member who originally assigned the grade. For grades assigned at the conclusion of the fall semester, the ten (10) instructional day time-span begins with the first instructional day of the succeeding spring semester. For grades assigned at the conclusion of the spring or summer term, the ten (10) instructional day time-span begins with the first instructional day of the succeeding fall semester. If after contacting the grade issuing faculty member the student continues to believe an improper grade was recorded, he/she may request the responsible faculty chair to meet with the faculty member to discuss the matter to seek resolution. If after a good faith effort to complete the steps above, the student continues to believe an improper grade was recorded, the student may file a Written Request for a Grade Change with the Vice President of Academic Affairs. Throughout the grade change procedure, the burden of proof rests with the student. In the absence of evidence of mistake, fraud, bad faith or incompetence, the grade assigned by a faculty member is presumed to be correct.
- 2) Within 30 days of receipt of the Written Request for a Grade Change, the Vice President of Academic Affairs or designee, after consultation with the faculty member, shall meet with the student and the faculty member who assigned the grade in question, if the faculty member is presently employed by the District. For grades assigned at the conclusion of the spring and summer term, the 30 day time-span for meeting with the student and the faculty member shall begin on or after the filing of the Written Request for a Grade Change, but no earlier than the first instructional day of the succeeding fall semester following the above meeting. The Vice President or designee shall then approve or deny the grade change request and notify the parties in writing.
- 3) If the Vice President of Academic Affairs or designee approves the grade change request, he or she shall order the correction or removal and expunging of the grade and shall notify the grade issuing faculty member of the grade change and the specific reasons for it. If the Vice President of Academic Affairs or designee denies the grade change request resulting in no correction or removal of the grade in question, the student, within 30 days of the grade change denial, may appeal the decision in writing to the Board of Trustees.

- 4) Within 30 days of receipt of an appeal, the Board of Trustees shall, in closed session with the student and the faculty member who assigned the grade in question, determine whether to sustain or deny the allegations. If the Board of Trustees sustains any or all of the allegations it shall order the Chancellor or his/her designee to immediately correct or remove and expunge the information. The decision of the Board of Trustees shall be final.
- 5) The student shall have the right to submit a written statement of his or her objections to the decision of the Board of Trustees. This statement shall become a part of the student's record.

Approved 9/2011

**District Board Policy Manual**  
**Section Four – Students/Instructional Services**

**Course Repetition and Academic Renewal**

1. A course may be repeated once for a substandard grade without petition under the provisions of **Policy 4C4D1A**. A course may be repeated more than once with petition under the provisions of **Policy 4C4D1A**. Petitions for additional repeats are available in the Office of Admissions and Records.
2. A course for which a grade of “A,” “B,” “C,” “CR,” or “P” was received may be repeated due to extenuating circumstances as defined in **Policy 4C4D1B**. The petition for requesting permission to repeat the course is available in the Office of Admissions and Records, and must be completed and approved prior to registration for the course. The petition requires documentation of the extenuating circumstances which must be included with the petition.
3. Courses in which students have received “W” grades may be repeated twice under the provisions of **Policy 4C4D6**. Petitions for additional repeats are available in the Office of Admissions and Records.

Reviewed by Consultation Council  
April 13, 2010

Reviewed and recommended by Consultation Council  
May 25, 2010

## **Probation: Notification, Student Responsibilities, and College Services**

1. The District, with full participation of its Colleges, will develop the letters that notify students with respect to their failure to maintain satisfactory academic standing. These letters will be specific for each College, and will indicate “academic probation” and/or “progress probation”. These letters will include the reasons for going on probation, the consequences of this action, how the student recovers his/her academic standing, the steps that the student is mandated to take to assist with the recovery, a timeline for recovery, and the availability of support services provided by the Colleges. These letters of notification will be mailed to the affected students in a timely manner, but no later than the second (2<sup>nd</sup>) week of the subsequent semester. All students will be informed that their semester grades and their academic standing can also be accessed online.
2. Students on probation for the first (1<sup>st</sup>) time are required to schedule an appointment with a counselor/advisor or attend a Probation Workshop, develop with the counselor/advisor a Student Success Contract, and consult with a counselor/advisor before registering for a subsequent semester. Probationary students will be notified that a registration block will be placed on the addition of any courses to the student’s class schedule, i.e., to add classes will require the approval of a counselor/advisor. Probationary students are authorized to drop a class without prior counselor/advisor approval. Subsequent to that action, they should schedule an appointment with a counselor/advisor to discuss this change in their class schedules. An automatic registration block will be placed on probation students, denying them registration in a subsequent semester until a counselor/advisor approves of the student’s schedule of courses for registration.
3. Students on probation for a second (2<sup>nd</sup>) consecutive semester will be treated as outlined in (2), above, except that they will be limited to enrolling in no more than twelve (12) units for that semester, and a hold will be placed on their enrollment in any additional classes that take them beyond this limit. The letter of notification will emphasize the serious nature of continued failure to make appropriate academic progress, including the prospect of eventual dismissal from the College. They will also be explicitly reminded that their registration for a subsequent semester is blocked until they confer with a counselor/advisor and obtain counselor/advisor approval of their class schedules.

4. Students on academic probation for a grade point deficiency shall be removed from probation when the student's cumulative grade point average is 2.0 or higher.

Students on progress probation because of an excess of units for which entries of "W," "I," and "NC" are recorded shall be removed from probation when the percentage of units in this category drops below fifty percent (50%).

Approved by  
Chancellor's Executive Council—March 27, 2007  
Chancellor's Cabinet—November 20, 2007

## **Disqualification: Notification, Student Responsibilities, and College Services**

1. The District, with full participation of its Colleges, will develop the letters that notify students that for academic reasons they are being disqualified from enrolling at any of the Colleges of the Kern Community College District. These letters will be specific for each College, and will be mailed out after grades are rolled. These letters of notification will include the reasons for disqualification, the requirement that the student complete a Petition for Readmission, the timeline for reinstatement, mandate a counseling/advising appointment for approval of the class schedule after grades are rolled, and prior to the beginning of classes, and they will also be reminded of other services provided or required by the College for students with serious academic problems. The letter of notification with respect to disqualification will also inform the student of his/her right to appeal, and the process he/she is to follow in this regard.
2. Cumulative Grade Point Average Below 1.0, or a Completion Rate at 25% or Lower
  - a. Disqualified students with a cumulative grade point average below 1.0 will be denied enrollment at any of the Colleges of the Kern Community College District for at least one (1) semester, and will be required to petition for readmission. Under these circumstances the disqualified student has the right to appeal his/her status to the College Vice President designated for this responsibility.
  - b. Students who are disqualified as a result of progress probation, and whose cumulative course completion rate is at twenty-five percent (25%) or lower, will be denied enrollment at any of the Colleges of the Kern Community College District for at least one (1) semester, and will be required to petition for readmission. Under these circumstances the disqualified student has the right to appeal his/her status to the College Vice President designated for this responsibility.
3. Cumulative Grade Point Average Between 1.0 and 1.99, or a Completion Rate Between 26% and 50%
  - a. Disqualified students with a cumulative grade point average between 1.0 and 1.99 may be admitted to any of the Colleges of the Kern Community College District, but under these circumstances this student will be limited to enrollment in seven (7) units.
  - b. Students who are disqualified as a result of progress probation, and whose cumulative course completion rate is between twenty-six percent (26%) and

fifty percent (50%) may be admitted to any of the Colleges of the Kern Community College District, but under these circumstances this student will be limited to enrollment in seven (7) units.

4. Students who are disqualified for a second (2<sup>nd</sup>) time will be disqualified for a specific time period of either one (1) semester or one (1) year, depending on the circumstances. For this level of disqualification students will have the right to appeal the decision to the College Vice President designated for this responsibility, but counselors/advisors are not authorized to override the disqualification. Readmission after this level of disqualification will also require approval of the College Vice President designated for this responsibility.
5. Disqualified students may be required to enroll in a class organized to meet the needs of students who have serious academic problems.
6. Students enrolled in a disqualified status will have strict holds placed on any change in class schedules, or registration for subsequent semesters. Disqualified students are required to have regular appointments with a counselor/advisors to discuss academic progress, plan for subsequent semesters, get approval for any change in class schedules, and to get approval for subsequent registration.
7. Students enrolled under the status of “disqualified” whose grade point average for the current term is at least 2.0, or whose course completion rate for that term exceeds fifty percent (50%), will be removed from the disqualified list and readmitted under continued probation.

**Procedure 4C8B**

- First (1st) Period
- Second (2nd) Period
- Annual

Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93301-4099

- Bakersfield College
- Cerro Coso College
- Porterville College

## Apportionment Attendance Report Checkoff List

*(Please date and initial each blank when it has been completed. Forward this completed form along with the Apportionment Attendance Report to the Learning Services Center of Information Technology.)*

Date	Initial	Procedures
		(A) <b>Specific Dates Report (SWRSDTE) Check:</b>
		(1) All accounting methods are correct for classes as they appear in the class schedule.
		(2) All census dates have been verified to ensure that each date occurs within the beginning and ending dates of the class.
		(3) All WSCH classes have been scheduled for the same number of hours per week for the entire primary term.
		(4) All DSCH classes have been scheduled for the same number of hours for each meeting day and the number of meetings agrees with meetings scheduled per the College calendar.
		(5) All DSCH classes have at least five (5) meetings scheduled.
		(6) All census date classes have been verified to ensure that scheduled hours per day or per week are correct and do not include passing time.
		(7) Catalog totals have been compared to BANNER-calculated totals per class and all discrepancies have been reconciled.
		(8) No classes are scheduled to meet on state-mandated holidays.
		(B) Faculty and Staff have been notified of regulations and procedures for accurate attendance accounting.
		(C) Faculty have certified that enrollment and attendance records are accurate and conform with District/College attendance accounting regulations.
		(D) All attendance has been recorded in the BANNER system for positive attendance classes completed or cancelled during this term. (See the Missing Positive Attendance Report, SWRATNM.)
		(E) The Apportionment Attendance Report has been reviewed to ensure that all courses which qualify for apportionment are <b>included</b> and that courses for which apportionment should not be claimed are <b>excluded</b> . (e.g., course repetition, concurrent enrollment, prerequisites and apprenticeship)
		(F) If applicable, term length multiplier has been adjusted for flex calendar.
		(H) Apportionment Attendance Reports for previous periods have been reviewed for accuracy when appropriate.

Signature of College Attendance Official \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of College Attendance Official \_\_\_\_\_

9/03  
 AC.ES  
 White

## Honorary Degrees

- 1) Procedures for nominations and selection:
  - a) Nominations for recipients of honorary degrees must be submitted in writing to the College President by February 1<sup>st</sup> for consideration for the May graduation ceremony.
  - b) The written statement must adhere to the criteria for awarding honorary degrees and include:
    - i) Name and contact information of person making nomination
    - ii) Name of nominee
    - iii) Clear explanation of why the individual should be awarded an honorary degree
  - c) The College President shall meet with the College Vice Presidents and the President of the Academic Senate for review, validation of merits, and final recommendation.
  - d) Further documentation may be requested of the person making the nomination as deemed necessary.
  - e) The College President will forward to the Chancellor the name(s) of the successful candidate(s) for recommendation to the Board of Trustees.
  - f) Approved honorary degrees shall specify "Honorary" on the diploma.

Reviewed and Recommended by  
Chancellor's Cabinet  
August 12, 2008

Reviewed and Recommended by  
District Consultation Council  
October 21, 2008

## **Student Conduct Hearing Panel Procedures**

**For the purposes of these Procedures, an Instructional Day is defined as any of the days noted on the official Academic Calendar of the College as an instructional day, excluding Saturdays and Sundays.**

### **Student Conduct**

The Student Conduct Hearing Panel shall only be convened to hear the following cases:

- Cases in which the College President or designee recommends suspension or expulsion of a student for violation of the Student Conduct Policy. (Education Code Sections 66017 or 76030)
- Cases involving suspensions and expulsions in which a student requests a second hearing to appeal his/her alleged violation of the Student Conduct Policy, based on relevant new evidence which exists that was previously unavailable and that would substantially affect the findings of the Hearing Panel. The Hearing Panel Chair of the first hearing shall determine whether new evidence is substantial enough to warrant a second hearing.

### **Student Conduct Charges and Hearing**

1. The College President will determine and publicize which administrative office will receive and administer the following issues:
  - Student conduct charges
  - Student complaints
  - Complaints related to discrimination (see **Policy 11C4**)
  - Complaints related to sexual harassment (see **Policy 11C2**)
2. Any employee and/or student of the Kern Community College District may file charges against any student(s) for misconduct. Charges shall be prepared in writing and directed to the College President or designee. Charges should be submitted within ten (10) instructional days after the event takes place. Charges may not be filed after six (6) months from the date of the offense, except under extenuating circumstances.

### Student Conduct Charges and Hearing (continued)

3. The College President or designee shall within ten (10) instructional days of receiving the charges, conduct an investigation to determine if the charges can be disposed of administratively by mutual consent of the parties involved. Such disposition shall be final, and there shall be no subsequent proceedings. All parties involved shall be notified in writing within ten (10) instructional days of the decision.

If the charges cannot be disposed of by mutual consent, all parties involved shall be notified by the College President or designee of the intent to proceed to a hearing within ten (10) instructional days, and establish a timetable for convening the Student Conduct Hearing Panel.

4. All charges shall be presented to the accused student(s) in written form. A time shall be set for a hearing, within ten (10) instructional days after the student(s) has (have) been notified. For compelling reasons, maximum time limits for scheduling of hearings may be extended for ten (10) additional instructional days at the discretion of the College President or designee.
5. All cases of suspension or expulsion must be accompanied by a prompt hearing held by the Student Conduct Hearing Panel.

### Student Conduct Hearing Panel and Hearing Process

#### Panel Composition

- One (1) or two (2) faculty members appointed by the Academic Senate President
- One (1) or two (2) classified staff members appointed by CSEA or Classified Senate President
- One (1) or two (2) administrators appointed by the College President
- One (1) or two (2) students appointed by the ASB President
- One (1) ad hoc chair appointed by the College President. This Chairperson shall be a non-voting member of the Panel except in the cases of a tie vote.

Appointments to the Hearing Panel will be made in accordance with established practices and procedures in effect at the colleges within the district.

## Student Conduct Hearing Panel and Hearing Process (continued)

### Notification

In all student conduct cases before the Hearing Panel, the Chair of the panel or designee shall prepare and personally deliver or mail a written notice to the parties involved, including the Hearing Panel members, not less than ten (10) instructional days prior to the hearing. Notices personally delivered shall be evidenced by a signed receipt. Notices deposited in the United States mail, postage prepaid, return receipt requested, and sent to the last address available in college records, shall be presumed to have been received and read. The notice shall specify the time, date, and place of the hearing and shall include copies of the written complaint or incident report, the Student Conduct Policy, and the Hearing Panel Procedures. The notice shall also include a statement of the specific student conduct violation and the grounds which if proven, would justify sanctions, appraisal of the right to self-representation or representation by another student or staff member and appraisal of the right to present witnesses and to cross-examine witnesses presented. Finally, the notice shall contain a clear request for the student's response as to whether or not he/she wishes to proceed with the hearing, and a clear indication that no response from the student(s) within five (5) instructional days constitutes a waiver of the hearing option.

### Preparation

The Chair of the Hearing Panel or designee shall be responsible for making the necessary arrangements for the hearing. Arrangements shall include: scheduling a room, providing for a tape recorder, providing notice to the parties as indicated above, and any other arrangements.

### Challenge

The student(s) accused of misconduct may challenge any member of the Hearing Panel for cause. Grounds for cause include: any personal involvement in the situation giving rise to the charge(s), any statement or act indicating that the person could not serve in an impartial manner. Any challenge must be made not less than five (5) instructional days prior to the hearing. Challenges shall be considered by the College President or designee. If a challenge is upheld by the College President or designee, he/she will direct that an alternate be appointed to the Hearing Panel.

### **Guidelines for Hearing**

Hearings shall be conducted according to the following guidelines:

- a. The Chair of the Hearing Panel shall preside over the hearing and make decisions regarding procedures. The Chair's procedural decisions shall be final. In the hearing involving more than one (1) accused student the Chair may conduct separate hearings for each student.
- b. Hearings shall be closed and confidential. All witnesses shall be excluded from the hearing except when testifying. **(Moved from Procedure 4F10(b))**
- c. Admission of any person to the hearing shall be at the discretion of the Chair.
- d. The Chair shall call the hearing to order, introduce the parties, announce the purpose of the hearing, and read the alleged violation(s) aloud.
- e. The accused student(s) shall be given the opportunity to respond to all charges. He/she shall be provided an opportunity to present his/her own defense against the charges and to produce either oral testimony or written affidavits of witnesses on his/her behalf.

The College, the accused, and the Hearing Panel shall have the privilege of presenting witnesses, subject to the right of cross-examination. Witnesses shall only be identified at the hearing.

- f. Formal rules of evidence shall not apply. All relevant evidence is admissible, including, but not limited to, statements of witnesses and relevant documents. The Chair shall decide on these matters.

Pertinent records, exhibits, and written statements may be accepted as evidence for consideration by the Hearing Panel at the discretion of the Chair. Both parties shall be provided the opportunity during the hearing to refute or contest any evidence presented. The Chair will rule on the admissibility of evidence.

- g. Right to Representation

The student(s) and the staff member(s) may represent themselves, or may be represented by another student or staff member.

Guidelines for Hearing (continued)

h. Right to Advisor

The student(s) have the right to be assisted by any advisor they choose. However, the advisor, while permitted to attend the hearing, shall not be permitted to participate directly in the proceedings. In other words, the advisor shall not be allowed to address the Hearing Panel, cross-examine witnesses, or make arguments on behalf of his/her advisee.

- i. Each party shall be afforded the opportunity to make a closing argument.
- j. After the hearing, the Student Conduct Hearing Panel shall deliberate in private for the purpose of determining whether the accused has violated the Student Conduct Code sections(s) as charged.
- k. The Hearing Panel shall make its decision and/or recommendation(s) based on the preponderance of evidence presented at the hearing. In situations where a consensus cannot be achieved, the decision or recommendation(s) shall be made by a simple majority vote.
- l. There shall be a single verbatim record, such as a tape recording, of all testimony before the Hearing Panel. The record shall be the property of the College and/or District.
- m. The hearing shall be held whether the accused attends or not so that the charges and supporting evidence become part of the official record.

**Procedures Subsequent to Hearing**

Notifications

- a. Within five (5) instructional days of the hearing date, the Hearing Panel shall recommend action to the College President in writing.
- b. Upon receipt of the Hearing panel recommendation(s), the College President shall render a decision within five (5) instructional days and communicate that the decision, in writing, to all parties involved.
- c. In all cases of suspension, the student(s) shall receive official notice from the College President or designee.

Procedures Subsequent to Hearing--Notifications (continued)

- d. In cases of expulsion, the Chancellor or designee shall recommend action to the Board of Trustees after receiving the College President's recommendation and support documentation, including the Hearing Panel's recommendation and the hearing record.

After Board action, the Chancellor or designee shall notify the student by registered mail and return receipt requested. The expulsion may be for a specified or unspecified time and shall be from the Colleges, programs, and activities of the District.

In expulsion for an unspecified time, the student may, after a reasonable time, request the College President to remove the expulsion. If the College President approves the request, he/she shall make that recommendation to the Chancellor or designee who may recommend to the Board that the expulsion be removed. The Chancellor or designee shall notify the student of the Board's action.

Appeals

Under certain circumstances, the accused has the right to appeal the College President's decision. The appeal may be made on the following grounds only:

- a. The Student Conduct Policy and/or Procedures were violated, and the violation resulted in demonstrable unfairness to the accused; or
- b. Relevant new evidence exists which was previously unavailable and which would substantially affect the findings of the Hearing Panel.

Appeals must specify the grounds for the appeal and must be submitted in writing to the College President within:

- a. Five (5) instructional days of written notification of the decision when delivered in person with a signed receipt, or
- b. Eight (8) instructional days of written notification of the decision when sent by registered mail and return receipt requested.

Procedures Subsequent to Hearing--Notifications (continued)

Following a review, the College President may affirm the findings or sanction(s), remand for a full or partial rehearing, modify the sanction(s), or dismiss the charge(s) against the student(s).

Within ten (10) instructional days after receipt of the written appeal, the College President shall forward to the student(s) and to all parties involved a written notice of his/her decision regarding the appeal. The decision of the College President is final.

**Confidential File**

Establishment of Confidential File

- a. A confidential file shall be established on all student(s) who have been found to be in violation of the Conduct Code.
- b. All reports, records, transcripts, tapes, etc., that are made a part of the hearing shall be retained in the office of the appropriate Vice President and such reports, records, transcripts, tapes etc., made a part of the hearing shall be held confidential, except as required by law.
- c. A confidential file shall be established on student(s) involved in District related incidents investigated by campus security and/or law enforcement personnel.

Approved by Chancellor's Cabinet October 2, 2001

Revised 12/13/05  
Revised February 14, 2006

## **Student Complaint Procedures**

The Student Complaint Procedures are established so that students can resolve difficulties/problems they encounter in College-related activities. Student complaints are taken seriously; therefore, the complaint must be of a compelling, substantive, and verifiable nature. Repeated filings of the same complaint, filings of a frivolous nature, or capricious complaints against school personnel will be considered abuse of the student conduct and/or complaint process. Such repeated filings will be referred to the College President for a decision.

1. These procedures apply to student complaints such as:

- Course content
- Access to classes
- Verbal or physical abuse by faculty, staff, or students
- Faculty member refusal to confer with student(s)
- Harassment

These procedures do not apply to student complaints which involve:

- Unlawful Discrimination (See **Policy 11D4**)
- Sexual Harassment (See **Policy 11D2**)
- Assignment of grades (See **Policy 4C4C** for final grade changes)

2. The College President will determine and publicize which administrative office will receive and administer student complaints.
3. Any party to a complaint may be represented by one (1) person on the College staff or student body.
4. Filing of complaints against any party is a serious undertaking. Prior to filing a written complaint, and within ten (10) instructional days of the incident leading to the complaint, the student(s) should contact the staff member involved in an attempt to resolve the issue. If this attempt is not feasible or does not resolve the problem, the student(s) may initiate Level I action. Complaints may not be filed after ninety (90) instructional days from the date of the incident leading to the complaint.
5. Notices sent to the last address available in the records of the College and deposited in the United States mail, postage prepaid, shall be presumed to have been received and read.

## **Level I**

- a. The student(s) should contact the office of the staff member's immediate supervisor/designee. At the time of contact, the student(s) should complete and submit a Level I "Initial Student Complaint Form" which will be available in the supervisor's office. The student(s) will be given an appointment to meet with the immediate supervisor/designee at this time. The appointment to meet shall be within ten (10) instructional days of notice of the occurrence to the alleged incident.
- b. At the time of the appointment, the student(s) and the immediate supervisor/designee will attempt to resolve the issue in a satisfactory manner. All Level I conferences may be tape recorded with the concurrence of both parties. (These recordings shall be the exclusive property of the College/District and shall become part of the complaint file.)

If the complainant fails to appear for the scheduled appointment, the Level I complaint process shall be terminated and the complainant shall have no further recourse.

- c. Subsequent to the student(s) meeting with the immediate supervisor/designee, the latter shall meet and confer with the staff member(s) involved in an effort to resolve the complaint. If possible, this meeting shall be within five (5) instructional days of the student(s) meeting with the immediate supervisor/designee.
- d. After meeting with student(s) and staff member(s), the immediate supervisor/designee shall notify the parties involved of his/her suggestion for resolution. If this resolution is acceptable to the complainant(s), the immediate supervisor/designee shall complete the Level I "Information/Disposition Form" and submit copies of it to the complainant(s), the staff member(s) and maintain the original in a suitable file.
- e. If the immediate supervisor/designee does not resolve the complaint to the complainant's satisfaction, the complainant may, within ten (10) instructional days of the decision, file with the appropriate administrator a request to move the complaint to Level II.
- f. At the written request of the student(s), action on the complaint may be delayed until the term of the class is completed. In this event, the appropriate administrator may delay any further action on the complaint until the next semester.
- g. In the event of a group complaint, at most two (2) students shall be chosen to carry the complaint forward.

## **Level II**

- a. Under certain circumstances, and in the interest of fairness to all parties, the immediate supervisor/designee may refer the complaint to Level II immediately. The immediate supervisor/designee shall notify the student(s), staff member(s), and appropriate administrator when the referral has been made to Level II.
- b. If the complainant(s) choose(s) to move the complaint to Level II, he/she/they must complete a "Request to Appeal from Level I Recommendation" form.
- c. Within ten (10) instructional days of receiving the request (either the immediate supervisor's/designee's referral or the student(s)' appeal), the appropriate administrator shall investigate the allegations and convene a conference of the student(s), the staff member(s), and the staff member(s)' immediate supervisor/designee.

All Level II conferences shall be tape recorded by the appropriate administrator. These recordings shall be the exclusive property of the College/District and shall become part of the complaint file.

If a complaint is filed within the last thirty (30) instructional days of the semester or the last ten (10) instructional days of summer school, the appropriate administrator may delay any further action on the complaint until the next academic term.

The student(s) bringing the complaint and the staff member(s) being complained against must be present at this conference. Under compelling circumstances this meeting may involve teleconferencing. At this meeting, an attempt will be made to resolve the issue(s) and agree upon the remedy.

If the complainant fails to appear for this conference, except for good cause, the Level II complaint process shall be terminated, and the complainant shall have no further recourse.

- d. Following this Level II conference, the appropriate administrator shall, within five (5) instructional days, provide his/her written decision and the basis for the decision. Copies of this decision shall be sent to the student(s), the staff member(s), the immediate supervisor/designee, and the appropriate Vice President.
- e. The student(s) bringing the complaint and/or staff member(s) being complained against may challenge the Level II decision by proceeding to Level III.

### **Level III**

- a. If the student(s) and/or the staff member(s) challenge(s) the Level II decision he/she/they must file a written appeal (See "Request to Appeal from Level II Recommendation" form) within ten (10) instructional days of notification of the Level II decision. This Level III appeal shall be filed with the appropriate Vice President.
- b. The appropriate Vice President must be provided with copies of all written materials, recordings, and any other documents generated regarding the complaint at Levels I and II.
- c. The purpose of Level III is to make one last attempt to resolve the issues to the satisfaction of the parties involved. To that end, the appropriate Vice President shall, within ten (10) instructional days of receiving the referral assemble the complainant(s), the staff member(s), the appropriate administrator from Level II, the immediate supervisor/designee. (This meeting shall be tape recorded by the appropriate Vice President. These recordings shall be the exclusive property of the College/District and shall become part of the complaint file.)
- d. If the appropriate Vice President is able to resolve the difference(s)/complaint(s), such resolution shall be established in written form and shall be validated by the signatures of all parties involved. This agreement shall become part of the file and copies of same shall be made available to the complainant(s), staff member(s), appropriate administrator, immediate supervisor/designee.
- e. If the appropriate Vice President is unable to resolve the difference(s)/complaint(s) he/she shall assemble the Hearing Panel within ten (10) instructional days of that determination. He/she shall provide the Hearing Panel with the procedure to be used and answer any procedural questions which may arise. [See Student Complaint Hearing Panel **Procedure 4F10(b)**]

pproved by Chancellor's Cabinet  
January 12, 1993

Revised 01/11/94; Renumbered 04/21/94; Revised 03/21/95; Renumbered 06/01/95; Revised 10/02/01; Chancellor's Executive Council 12/13/2005; District Consultation Council 05/18/09

## **Student Complaint Hearing Panel Procedures**

### **Basis For Hearing**

The Student Complaint Procedures are established so that students can resolve difficulties/problems which they encounter in College related activities. Student complaints are taken seriously. Therefore, the complaint must be of a compelling, substantive, and verifiable nature. If the complaint cannot be resolved at Levels I, II or III, then a Hearing Panel shall be convened to hear the student complaints that reach Level IV.

### **The Hearing Panel**

Each College shall appoint a Standing Committee from which a panel will be chosen to hear student complaint appeals beyond Level III of the Student Complaint Procedures. The College standing committee shall be composed of eight (8) members. Members shall be appointed each August to serve through July as follows:

- Two (2) faculty members appointed by the Academic Senate President
- Two (2) classified staff appointed by the CSEA or Classified Senate-President
- Two (2) students appointed by the Associated Student Body President
- Two (2) administrators appointed by the College President

### **Composition of Hearing Panel**

The non-voting Chair of the Hearing Panel (not a Standing Committee member) shall be appointed by the College President. The Student Complaint Hearing Panel shall be composed of selected members of the Standing Committee and an ad hoc member as follows:

If the complaint is against a faculty member, the Hearing Panel shall consist of:

- two (2) faculty members
- one (1) student member
- one (1) classified member
- one (1) administrator
- one (1) ad hoc voting member appointed by the Academic Senate President

### Composition of Hearing Panel (continued)

If the complaint is against an administrator, the Hearing Panel shall consist of:

- two (2) administrators
- one (1) student member
- one (1) faculty member
- one (1) classified member
- one (1) ad hoc voting member appointed by the College President

If the complaint is against a classified staff member, the Hearing Panel shall consist of:

- two (2) classified members
- one (1) faculty member
- one (1) administrator
- one (1) student member
- one (1) ad hoc voting member appointed by the CSEA or Classified Senate President

## **Student Complaint Hearing Panel Procedures**

### **Notifications**

When a Student Complaint Hearing Panel is to be convened, the appropriate administrator shall prepare and personally deliver or mail a written notice to the parties involved, including the Hearing Panel members, not less than ten (10) instructional days prior to the hearing. Notices personally delivered shall be evidenced by a signed receipt. Notices 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.

The notice shall specify the date, time, and place of the hearing and shall include all data pertinent to the complaint from Levels I, II and III, the Student Complaint Policies and Procedures, and these Hearing Panel Procedures. The notice shall also include a statement apprising each party of his/her/their right to: (1) self-representation or representation by a member of the College staff or student body, (2) present witnesses, and (3) cross-examine witnesses presented by the opposing party.

### **Hearing Preparation**

The appropriate administrator shall be responsible for making the necessary arrangements for the hearing. Arrangements shall include scheduling a room, providing for a tape recorder, providing notice to the parties as provided above; notifying members of the Hearing Panel, and any other arrangements.

Either the student(s) or the staff member(s) complained against may challenge any member of the Hearing Panel for cause. Grounds for cause include any personal involvement in the situation giving rise to the grievance, any statement made on the matters at issue, or any other act or statement indicating that a person could not act in an impartial manner. Any challenge must be made in writing, not less than five (5) instructional days prior to the hearing. Challenges shall be considered by the appropriate administrator. If a challenge is upheld, the appropriate administrator shall direct that an alternate be appointed to the Hearing Panel.

### **Right to Representation**

The student(s) and the staff member(s) may represent themselves, or may be represented by another student or staff member. Neither the student(s) nor the staff member(s) may be represented by any person not in the College community. Neither the student(s) nor the staff member(s) may be represented by an attorney acting in the role of legal advocate.

### **Right to Advisor**

The student(s) and the staff member(s) have the right to be assisted by any advisor they choose. The advisor may be an attorney. However, the advisor, while permitted to attend the hearing, shall not be permitted to participate directly. In other words, the advisor shall not be allowed to address the Hearing Panel, cross examine witnesses, or make arguments on behalf of his/her advisee.

## **Guidelines for Student Complaint Hearings**

Hearings shall be conducted by the Hearing Panel according to the following guidelines:

- a. The Chair of the Hearing Panel shall preside over the Hearing and make decisions regarding procedure. The Chair's procedural decisions shall be final. In hearings involving more than one (1) accused student, the Chair may conduct separate hearings for each student.
- b. All proceedings of the hearing shall be recorded using audio and/or audio video recorders. The recording of the Hearing shall be the exclusive property of the College and the Kern Community College District and shall be maintained by the appropriate administrative officers. To protect the integrity and confidentiality of the proceedings, no other recording or transcription shall be allowed.
- c. All hearings shall be closed. All witnesses shall be excluded from the hearing except when testifying. Admission of any person to the hearing shall be at the discretion of the Chair.
- d. The Chair shall call the hearing to order, introduce the parties, and announce the purpose of the hearing, e.g., "This Hearing meets pursuant to **Level III of the Student Complaint Procedures** to hear a complaint brought by \_\_\_\_\_ against \_\_\_\_\_, and make findings of fact and recommendations for action to the College President.
- e. The Chair shall distribute copies of the written complaint to the Hearing Panel members, read the complaint aloud, and ask the parties if they have reviewed the allegations. The Chair shall explain the procedures to be followed during the hearing.
- f. The Hearing Panel may consider only allegations filed by the student(s) at Levels I and II of the Student Complaint Procedures.
- g. The complainant, the staff member(s) being grieved against, and the Hearing Panel shall have the privilege of presenting witnesses, subject to the right of cross-examination. Witnesses shall only be identified at the hearing. The panel Chair shall retain the right to limit the amount of time allowed for the complainant's case, rebutting evidence, argument, examination of witnesses and the number of witnesses. Each side must, however, be granted equal time to present their cases.
- h. Each party shall be afforded the opportunity to make an opening statement. This statement may not exceed five (5) minutes in length. After the opening statements, each party shall have the opportunity to present relevant evidence and testimony.

**Guidelines for Student Complaint Hearings (continued)**

- i. Formal rules of evidence shall not apply. All relevant evidence is admissible, including, but not limited to, statements of witnesses and relevant documents. The Chair shall decide on these matters.
- j. The student(s) has (have) the burden of proving that the allegation(s) is (are) true. The student(s) will present evidence in support of the allegation(s) first. Subsequently, the staff member(s) may present evidence to refute the allegation(s).
- k. Each party shall be afforded an opportunity to make a closing statement. This statement may not exceed five (5) minutes in length. The complainant shall close first. Subsequently, the Hearing Panel shall retire to deliberate with only the members of the panel and the panel chair present.
- l. The Hearing Panel shall make its decision and/or recommendation(s) based on the preponderance of evidence presented at the hearing and relevant to the allegations filed at Levels I and II of the Student Complaint Procedures. In situations where a consensus cannot be achieved, the decision or recommendation(s) shall be made by a simple majority vote.

**Procedures Subsequent to the Student Complaint Hearing**

**Notifications**

- a. Within five (5) instructional days of the hearing, the Chair shall deliver to the College President the written recommendation(s) arrived at by consensus or by majority vote of the panel members. Minority opinion(s) may be attached to the majority report. The recommendations to the College President are advisory.
- b. Within five (5) instructional days of receiving the Hearing Panel's recommendation(s), the College President shall render a decision. This decision shall be communicated, in writing, to the complainant(s), the parties grieved against, appropriate supervisor(s) and administrator(s), and the Hearing Panel Chair and members. The decision of the College President is final.

## **Confidentiality of Records**

- a. All reports, records, transcripts, tapes, etc., which are made a part of the hearing shall be retained in the office of the appropriate Vice President.
- b. All such reports, records, transcripts, tapes, etc., shall be held confidential except as required by law.

Approved by Chancellor' Cabinet  
January 12, 1993

Revised 1/11/94; Renumbered 4/21/94; Revised 3/21/95; Renumbered 6/01/95; Revised 10/02/01; Chancellor's  
Executive Council 12/13/2005

# Appendix

## The Model District Policy

This model is written as a District policy for a multi-college district. Districts that have only one (1) college may wish to edit accordingly. Indeed, even multi-college districts may prefer a policy that leaves more or less discretion to the colleges.

Some parts of the model are specifically required by the regulations and, therefore, must be part of every district's policy. **Such required sections are marked *Regulation* at the bottom of the page.** **Parts of the model are crucial to satisfactory implementation of the regulations and are marked *Crucial* at the bottom of the page.** Districts may change these crucial parts of the model as they draft their own local policies. However, they must submit a rationale for any changes in the crucial areas of the model, and those changes require the approval of the Chancellor. Still other parts of the model are only advisory. They represent the counsel of those faculty and administrators who have studied these issues carefully over the last many months but may be changed in whatever manner the local district sees fit.

Since this model as it stands provides for all requirements of state law, a district which simply adopts this model and submits it as its local policy will thereby have met all related provisions of law and will receive prompt approval and support by the Chancellor's Office. If, however, the district believes it has a better way to establish, review, and provide for challenges to prerequisites, corequisites, advisories, and limitations on enrollment, it is welcome to adopt the policies it deems most advisable and, then, to submit that policy to the Chancellor together with a rationale for changes in the crucial areas of the model. If the district delegates certain of these matters, then the college policies or procedures must be submitted at the same time. The Chancellor's staff will review the policies joined, if the task force's recommendation is accepted, by people from the field, both faculty and appropriate administrators. If the policies offer sound processes and comply with the regulations, they will be approved. If the district policy is challenged legally after being approved by the Chancellor, the Chancellor's Office will support the district by attesting to the fact that the policy meets all applicable provisions of law.

It has been difficult to develop a model policy that balances access and quality, that seeks to get meaningful information to students, maintain academic quality and integrity while also avoiding the creation of unnecessary obstacles to the achievement of students' goals. This document was developed by a Chancellor's Task Force relying on work not only by its own subcommittee but also by the Academic Senate, the Chief Instructional Officers, and others. Those who developed this model hope it will meet the needs of many and serve as a fruitful basis for discussion and local policy development for all.

The Kern Community College District adopts the following policy in order to provide for the establishing, reviewing, and challenging of prerequisites, corequisites, advisories on recommended preparation, and certain limitations on enrollment in a manner consistent with law and good practice. The Board recognizes that, if these prerequisites, corequisites, advisories, and limitations are established unnecessarily or inappropriately, they constitute unjustifiable obstacles to student access and success and, therefore, the Board adopts this policy which calls for caution and careful scrutiny in establishing them. Nonetheless, the Board also recognizes that it is as important to have prerequisites in place where they are a vital factor in maintaining academic standards as it is to avoid establishing prerequisites where they are not needed. For these reasons, the Board has sought to establish a policy that fosters the appropriate balance between these two (2) concerns.

I. College Policies and Procedures

A. **Information in the Catalog and Schedule of Classes** (*See notation I.A. Crucial below*)

Each College shall provide the following explanations both in the College catalog and in the schedule of classes.

1. Definitions of prerequisites, corequisites, and limitations on enrollment including the differences among them and the specific prerequisites, corequisites, and limitations on enrollment which have been established.

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***I.A. Crucial***

*The College must be required to provide clear and unambiguous information at least in the catalog and schedule defining prerequisites, corequisites, and advisories on recommended preparation, explaining the differences between these terms, explaining student rights to challenge prerequisites and corequisites or to enroll despite lacking the preparation recommended in the advisory, and listing every prerequisite or corequisite which will be enforced.*

I. (continued)

- 2.
3. Define advisories on recommended preparation, the right of a student to choose to take a course without meeting the advisory, and circumstances under which a student is encouraged to exercise that right.

B. **Challenge Process** *(See notation I.B. Regulation below)*

Each College shall establish a process by which any student who does not meet a prerequisite or corequisite or who is not permitted to enroll due to a limitation on enrollment but who provides satisfactory evidence may seek entry into the class as follows:

1. If space is available in a course when a student files a challenge to the prerequisite or corequisite, the District shall reserve a seat for the student and resolve the challenge within five (5) working days. If the challenge is upheld or the District fails to resolve the challenge within the five (5) working-day period, the student shall be allowed to enroll in the course. If no space is available in the course when a challenge is filed, the challenge shall be resolved prior to the beginning of registration for the next term and, if the challenge is upheld, the student shall be permitted to enroll if space is available when the student registers for that subsequent term.<sup>2</sup> *(See notation I.B.1. Crucial below)*

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***I.B. Regulation***

*Section 55201(e) requires that colleges have a challenge process, provide challenge at least on several specified grounds, and inform students of their rights.*

***I.B.1. Crucial***

*It is required that provision be made for resolving challenges in a “timely manner.” It is crucial that, if the challenge process takes more than five (5) working days, the student is assured a seat in the class if the challenge is ultimately upheld.*

I.B. (continued)

2. Grounds for challenge shall include the following:
  - a. Those grounds for challenge specified in Section 55201(e) of Title 5.
  - b. The student seeks to enroll and has not been allowed to enroll due to a limitation on enrollment established for a course that involves intercollegiate competition or public performance, or one (1) or more of the courses for which enrollment has been limited to a cohort of students. The student shall be allowed to enroll in such a course if otherwise he or she would be delayed<sup>3</sup> by a semester or more in attaining the degree or certificate specified in his or her Student Educational Plan.
  - c. The student seeks to enroll in a course which has a prerequisite established to protect health and safety, and the student demonstrates that he or she does not pose a threat to himself or herself or others.<sup>4</sup>
3. The College shall formally establish a challenge process including (See notation I.B.3. Crucial below):
  - a. Who makes the determination of whether the challenge is valid. For challenges concerning academic qualifications, the initial determination should be made by someone who is knowledgeable about the discipline, preferably someone qualified to teach in the discipline, but not the person who is the instructor of the section in which the student wishes to enroll.
  - b. What possibility of appeal exists. If the validity of the challenge is determined by one (1) person and not a committee, there must be an opportunity to appeal.

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**I.B.3. Crucial**

*Colleges must be required to specify who handles the challenge and the appeal process, if one is being established.*

I.B.3. (continued)

- c. The student has the obligation to provide satisfactory evidence that the challenge should be upheld. However, where facts essential to a determination of whether the student's challenge should be upheld are or ought to be in the College's own records, then the College has the obligation to produce that information.<sup>5</sup>

**C. Curriculum Review Process**

The curriculum review process at each College shall at a minimum be in accordance with all of the following:

1. Establish a curriculum committee and its membership in a manner that is mutually agreeable to the College administration and the academic senate. (See notation I.C.1. Regulation below)
2. Establish prerequisites, corequisites, and advisories on recommended preparation (advisories) only upon the recommendation of the academic senate except that the academic senate may delegate this task to the curriculum committee without forfeiting its rights or responsibilities under Section 53200-53204 of Title 5. Certain limitations on enrollment must be established in the same manner. See II.C., page 18. (See notation I.C.2. Crucial below)

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**I.C.1. Regulation**

*A curriculum committee established by mutual agreement of the administration and the senate is required. However, the committee may be either "a committee of the academic senate or a committee which includes faculty and is otherwise comprised in a way that is mutually agreeable to the college and/or district administration and the academic senate." [Title 5, Section 55002(a)(1)]*

**I.C.2. Crucial**

*Title 5, Sections 53200-53204 mandates that prerequisites are one of the issues on which a board must "consult collegially" with the academic senate. The specific language of the model is the counsel of the drafting committee but is not required.*

I.C. (continued)

3. Establish prerequisites, corequisites, advisories on recommended preparation, and limitations on enrollment only if: (See notation I.C.3. Crucial below)
  - a. The faculty in the discipline or, if the College has no faculty member in the discipline, the faculty in the department do all of the following:
    - (1) Approve the course<sup>6</sup>, and,
    - (2) As a separate action, approve any prerequisite or corequisite, only if:
      - (a) The prerequisite or corequisite is an appropriate and rational measure of a student's readiness to enter the course or program as demonstrated by a content review including, at a minimum, all of the following:
        - i. involvement of faculty with appropriate expertise;
        - ii. consideration of course objectives set by relevant department(s). The curriculum review process should be done in a manner that is in accordance with accreditation standards;

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**I.C.3. Crucial**

*Section 55201(b)(1) requires that there be content review as part of the process for establishing any prerequisite, corequisite, or advisory. It is crucial that there be a careful content review process and that the specific steps of that process are clearly specified in the policy. It is also crucial that the approval of the prerequisite or corequisite (or advisory) be done explicitly and not be inferred from the approval of the course. Lastly, it is also crucial that provision be made for providing those with expertise on the discipline in question an adequate voice in the content review process.*

I.C.3.a.(2)(a) (continued)

- iii. be based on a detailed course syllabus and outline of record, tests, related instructional materials, course format, type and number of examinations, and grading criteria;
  - iv. specification of the body of knowledge and/or skills which are deemed necessary at entry and/or concurrent with enrollment;
  - v. identification and review of the prerequisite or corequisite which develops the body of knowledge and/or measures skills identified under iv;
  - vi. matching of the knowledge and skills in the targeted course (identified under iv) and those developed or measured by the prerequisite or corequisite (i.e., the course or assessment identified under v); and
  - vii. maintain documentation that the above steps were taken.
- (b) The prerequisite or corequisite meets the scrutiny specified in one (1) of the following: II.A.1.a. through II.A.1.g. and specify which.<sup>7</sup>
- (3) Approve any limitation on enrollment that is being established for an honors course or section, for a course that includes intercollegiate competition or public performance, or so that a cohort of students will be enrolled in two (2) or more courses, and, in a separate action, specify which.

I.C.3.a. (continued)

- (4) Approve that the course meets the academic standards required for degree applicable courses, non-degree applicable courses, non-credit courses, or community service respectively.<sup>8</sup> (See *notation I.C.3.a.(4) Regulation below*)
- (A) Review the course outline to determine if a student would be highly unlikely to receive a satisfactory grade unless the student had knowledge or skills not taught in the course. If the student would need knowledge or skills not taught in the course itself, then the course may be approved for degree applicable credit only if all requirements for establishing the appropriate prerequisite have been met excepting only approval by the curriculum committee.
- (B) Review the course outline to determine whether receiving a satisfactory grade is dependent on skills in communication or computation. If receiving a satisfactory grade is sufficiently dependent on such skills, then the course may be approved for degree applicable credit only if all requirements have been met for establishing a prerequisite or corequisite of not less than eligibility for enrollment to a degree-applicable course in English or mathematics, respectively.<sup>9</sup>

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***I.C.3.a.(4) Regulation***

*Section 55002 requires that courses be approved only if they meet specific criteria established for degree credit courses, non-degree applicable credit courses, non-credit courses, or community service courses. Subsections (a)(2)(D) and (a)(2)(E) of Section 55002 require further that courses that should have prerequisites to ensure academic standards may only be approved as degree applicable courses provided that the criteria have been met for establishing the needed prerequisites.*

I.C.3.a. (continued)

(C) A course which should have a prerequisite or corequisite as provided in (A) or (B) but for which one (1) or more of the requirements for establishing a prerequisite have not been met may only<sup>10</sup>: (See notation I.C.3.a.(4)(C) Regulation below)

[1] Be reviewed and approved pursuant to the standards for non-degree applicable credit, non-credit, or community service; (Section 55002) or

[2] Be revised and reviewed as required to meet the criteria for establishing the necessary prerequisites or corequisites.<sup>11</sup>

b. The curriculum committee also reviews the course and prerequisite in a manner that meets each of the requirements specified in I.C.3.a.(1)-(4).

**D. Program Review** (See notation I.D. Crucial, page 96)

As a regular part of the Program Review process or at least every six (6) years, the College shall review each prerequisite, corequisite, or advisory to establish that each is still supported by the faculty in the discipline or department and by the curriculum committee and is still in compliance with all other provisions of this policy and with the law. Prerequisites or corequisites established between July 6, 1990, and October 31, 1993, shall be reviewed by July 1, 1996. Any prerequisite or corequisite which is successfully challenged under subsections (1), (2), or (3) of Section 55201(f) shall be reviewed promptly thereafter to assure that it is in compliance with all other provisions of this policy and with the law.

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**I.C.3.a.(4)(C) Regulation**

*Section 55002(a) specifies conditions a course must meet before a curriculum committee may approve it for degree applicable credit. Subsections 55002(a)(2)(D) and (E) specify that establishing a prerequisite or corequisite is a condition for approval if “a student would be highly unlikely to receive a satisfactory grade unless the student has knowledge or skills not taught in the course,” or, “success in the course is dependent upon communication or computation skills.”*

I. (continued)

E. **Implementing Prerequisites, Corequisites, and Limitations on Enrollment** (See notation I.E. Crucial below)

Implementation of prerequisites, corequisites, and limitations on enrollment must be done in some consistent manner and not left exclusively to the classroom instructor. Every attempt shall be made to enforce all conditions a student must meet to be enrolled in the class through the registration process so that a student is not permitted to enroll unless he or she has met all the conditions or has met all except those for which he or she has a pending challenge or for which further information is needed before final determination is possible of whether the student has met the condition.<sup>12</sup>

F. **Instructor's Formal Agreement to Teach the Course as Described** (See notation I.F. Crucial, page 97)

Each College shall establish a procedure so that courses for which prerequisites or corequisites are established will be taught in accordance with the course outline, particularly those aspects of the course outline that are the basis for justifying the establishment of the prerequisite or corequisite. The process shall be established by consulting collegially with the local academic senate and, if appropriate, the local bargaining unit.

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**I.D. Crucial**      *Section 55201(b)(3) requires that prerequisites and corequisites be reviewed at least once every six (6) years. The regulation only requires that advisories be reviewed periodically. However, it is crucial that the district policy specify some reasonable frequency for reviewing advisors.*

**I.E. Crucial**      *It is crucial that there be an explicit statement of how prerequisites, corequisites, and limitations on enrollment will be implemented. It is also crucial that the implementation not be left exclusively to each individual classroom faculty member and that it be clear in what way the registration process will be used for this implementation.*

## II. Review of Individual Courses

If the student's enrollment in a course or program is to be contingent on his or her having met the proposed prerequisite(s) or corequisite(s), then such a prerequisite or corequisite must be established as follows. If enrollment is not blocked, then what is being established is not a prerequisite or corequisite but, rather, an advisory on recommended preparation and must be identified as such in the schedule and catalog. Establishing advisories does not require all the following steps. (See II.B. below.)

### A. Prerequisites and Corequisites

#### 1. Levels of Scrutiny (*See notation II.A.1. Regulation below*)

Prerequisites and corequisites must meet the requirements of at least one (1) of the following subsections:<sup>13</sup>

- a. The Standard Prerequisites or Corequisites<sup>14</sup>--Each College may establish satisfactory completion of a course<sup>15</sup> as prerequisite or corequisite for another course provided that, in addition to obtaining the review of the faculty in the discipline or department and the curriculum committee as provided above, the

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### ***I.F. Crucial***

*Section 55201(b)(2) requires that there be procedures for assuring that any course for which there is a prerequisite or corequisite will be taught in a manner that fits with the documents on the basis of which the prerequisite or corequisite was established.*

### ***II.A.1. Regulation***

*Section 55201(b)(1) requires that there be different levels of scrutiny for different types of prerequisites and corequisites. The policy must state explicitly what these levels are and for which types of prerequisites and corequisites they will be used. In addition, Section 55201(c)(2) requires that the standard of scrutiny for any course be that a student who lacked "the skills, concepts, and/or information" would be "highly unlikely to receive a satisfactory grade in the course," namely a grade of "Cr" or "C" or better as determined by content review alone or with data collection or other scrutiny.*

II.A.1.a. (continued)

College specifies as part of the course outline of record at least three (3) of the campuses of the University of California and the California State University which reflect in their catalogs that they offer the equivalent course with the equivalent prerequisite(s) or corequisite(s). Any combination of University of California campuses and California State University campuses is acceptable in satisfaction of this requirement.

- b. Sequential Courses Within and Across Disciplines<sup>16</sup>--A course may be established as a prerequisite or corequisite for another course provided that, in addition to the review by faculty in the department or discipline and by the curriculum committee as described above, skills, concepts, and/or information taught in the first course are presupposed in the second course, and a list of the specific skills and/or knowledge a student must possess in order to be ready to take the second course is included in its outline or record.
- c. Courses in Communication or Computation Skills (See notation II.A.1.c. Regulation below and II.A.1.c.,d.,g. Crucial, page 13)-- Prerequisites establishing communication or computational skill requirements may not be established across the entire curriculum unless established on a course by course basis. A course in communication or computation skills, or eligibility for enrollment in such a course, may be established as a prerequisite or corequisite for any course other than another course in communication or computation skills if, in addition to the review by the faculty in the discipline or department and by the curriculum committee as provided above, the following is also done:
- (1) A list of the specific skills a student must possess in order to be ready to take the course is included in the course outline of record; and
  - (2) Research is conducted as provided in II.A.1.g.

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**II.A.1.c. Regulation Section 55202(b)**

II.A.1.c. (continued)

- (3) The prerequisite or corequisite may be established for a period of not more than two (2) years while the research is being conducted provided that a determination is made that a student who lacks the particular skills is highly unlikely to receive a satisfactory grade because a sufficient percentage of the grade is directly dependent on these skills<sup>17</sup>. This determination must be approved both by the faculty in the discipline as provided in I.C.3.a. and by the curriculum committee as provided in I.C.3.b. and must be based on a review of the syllabus as well as samples of tests and other assignments on which the grade is based.<sup>18</sup>
- d. Cut Scores and Prerequisites (See notation II.A.1.c.,d.,g. *Crucial below*)--Whether or not research is required to establish a prerequisite, data collected to validate assessment instruments and cut scores is always relevant to reviewing the prerequisites for the associated courses<sup>19</sup>. If such data are insufficient to establish the cut scores, any course prerequisites established for the same course or courses may not be printed in subsequent catalogs and schedules nor enforced in subsequent semesters until the

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**II.A.1.c.,d.,g. Crucial**

*It is crucial that data be required at least for establishing these types of prerequisites and corequisites. It is also crucial that the policy specify how data will be gathered and evaluated and however it is done be consistent with sound research practices. Further, it is crucial that the policy state what the criteria will be for determining whether the data do in fact justify the establishing of the prerequisite or corequisite. Lastly, the policy must specify that a prerequisite may be put into effect before the required data have been collected only when the prerequisite is determined by the curriculum committee to be necessary pursuant to Section 55002(a)(2)(D) or (E) or other provisions of law, and that the period during which such a provisional prerequisite could be in effect be no longer than two (2) years.*

II.A.1.d. (continued)

problems are resolved, and sufficient data exist to establish the cut scores. In such a case, the collection of this data shall be done in the manner prescribed in II.A.1.g. of this policy in addition to other requirements of law<sup>20</sup>. Such a prerequisite may be changed to an advisory on recommended preparation while the problems are being resolved.

- e. Programs (See notation II.A.1.e. Regulation below)--In order to establish a prerequisite for a program, the proposed prerequisite must be approved as provided for a course prerequisite in regard to at least one (1) course that is required as part of the program.<sup>21</sup>
- f. Health and Safety<sup>22</sup>--A prerequisite or corequisite may be established provided that, in addition to the review by faculty in the department or division and by the curriculum committee as provided above:
  - (1) The course for which the prerequisite is proposed is one in which the student might endanger his or her own health and safety or the health and safety of others; and
  - (2) The prerequisite is that the student possess what is necessary to protect his or her health and safety and the health and safety of others before entering the course.
- g. Recency and Other Measures of Readiness (See notation II.A.1.c. Regulation on page 98)--Recency and other measures of readiness may be established as a prerequisite or corequisite only if, in addition to the review by the faculty in the discipline or department and by the curriculum committee as provided above, the following is also done:

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**II.A.1.e. Regulation**

*Section 55201(c)(2) requires at least this justification for establishing a prerequisite for admission to a program.*

II.A.1.g. (continued)

- (1) A list of the specific skills a student must possess in order to be ready to take the course is included in the course outline of record.
- (2) Data are gathered according to sound research practices in at least one (1) of the following areas:
  - (A) The extent to which students, those currently enrolled in the course or those who have completed it, believe the proposed prerequisite to corequisite is necessary.
  - (B) Comparison of the faculty members' appraisal of students' readiness for the course to whether students met the proposed prerequisite or corequisite. The faculty appraisal could be done at any time in the semester that the College determined was appropriate and based on independent assignments, quizzes and exams, participation in class, or other indicators that the student was or was not ready to take the course.
  - (C) Comparison of students' performance at any point in the course with completion of the proposed prerequisite or corequisite.<sup>23</sup>
  - (D) Comparison of student performance in the course to their scores on assessment instruments in the manner required to validate an assessment instrument and cut scores for the course in question as described in II.A.1.d.
- (3) The standard for any comparison done pursuant to II.A.2.(A)-(D) shall be that a student is highly unlikely to receive a satisfactory grade in the course unless the student has met the proposed prerequisite or corequisite.<sup>24</sup> The research design, operational definition, and numerical standards, if appropriate, shall be developed by research personnel, discipline faculty, and representatives of the academic senate. If the evidence

II.A.1.g.(3) (continued)

fails to meet the standard established, each College may establish the proposed prerequisite or corequisite as a recommended preparation and may seek to establish it as a prerequisite or corequisite only by following the process described in this policy and any applicable College policies.

- (4) If the curriculum committee has determined as provided in I.C.3.A.(4)(a) or (b) that a new course needs to have a prerequisite or corequisite, then the prerequisite or corequisite may be established for a single period of not more than two (2) years<sup>25</sup> while research is being conducted and a determination is being made, provided that: (See notation II.A.1.g.(4) *Crucial* below)
- (A) All other requirements for establishing the prerequisite or corequisite have already been met; and
  - (B) Students are informed that they may enroll in the course although they do not meet the prerequisite. However, students who lack the prerequisite may not constitute more than twenty percent (20%) of those enrolled in any section of the course.<sup>26</sup>

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**II.A.1.g.(4) *Crucial*** *It is crucial that some provision be made for a course that is determined by the curriculum committee to require a prerequisite or corequisite pursuant to Section 55002(a)(2)(D) or (E) but is also a type of course which is required by the district policy to use data as a necessary part of establishing any prerequisite or corequisite in order to prevent the possibility that the course would be required to have the prerequisite before it could be offered for degree applicable credit but also prohibited from having such a prerequisite until data had been collected. The provision offered in the model is one (1) way to bring these two (2) provisions into harmony.*

II.A.1.g.(4) (continued)

- (C) Prerequisites and corequisites which are exempt from review at the time they are, or were, established, as provided in Section 55201(d), are not eligible for this exception, and the research must be conducted during the six (6) years before they must be reviewed. (See I.D. above)

2. Additional Rules (See notation II.A.2. Regulation below)

Title 5, Section 55202 specifies additional rules which are to be considered part of this document as though reproduced here.

**B. Advisories on Recommended Preparation** (See notation II.B. Regulation below)

Each College may recommend that a student meet a standard of readiness at entry only if recommended by the faculty in the discipline or department and by the curriculum committee as provided in I.C above. This process is required whether the College used to describe such recommendations in its catalog or schedule as *prerequisites* or *recommended* or by any other term.

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**II.A.2. Regulation**

**II.B. Regulation**

*See also I.C. A properly constituted curriculum committee and content review are required. An explicit statement of the content review process is crucial and also that the content review process be careful and the specific steps of the process be clearly specified in the policy. It is also crucial that the approval of the advisory be done explicitly and not be inferred from the approval of the course. Lastly, it is also crucial that provision be made for providing those with expertise on the discipline in question an adequate voice in the content review process.*

II. (continued)

C. **Limitations on Enrollment** (See notation II.C. Crucial below)

The types of limitation on enrollment specified below<sup>27</sup> may only be established through the curriculum review process by the discipline or department faculty and the curriculum committee specified above including the requirement to review them again at least every six (6) years, for example, as part of program review. The following requirements must also be met in order to establish these particular limitations on enrollment.

1. Performance Courses

Each College may establish audition or try-out as a limitation on enrollment for courses that include public performance or intercollegiate competition such as but not limited to band, orchestra, theater, competitive speech, chorus, journalism, dance, and intercollegiate athletics provided that:

- a. For any certificate or associate degree requirement which can be met by taking this course, there is another course or courses which satisfy the same requirement; and
- b. The College includes in the course outline or record a list of each certificate or associate degree requirement that the course meets and of the other course or courses which meet the same requirement.

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**II.C. Crucial** *Section 58106 lists the only ways it is permissible to limit enrollment. In addition, it is crucial that the policy specify an adequate voice for experts in the discipline on the specific limitations mentioned in the model and that these limitations be permitted only if the student would have other ways to meet any associate degree graduation requirement. Lastly, it is also crucial that such limitations be reviewed regularly and that the policy specify a reasonable schedule for such review.*

II.C.1. (continued)

- c. Limitations on enrollment established as provided for performance courses shall be reviewed during program review or at least every six (6) years to determine whether the audition or try-out process is having a disproportionate impact on any historically underrepresented group and, if so, a plan shall be adopted to seek to remedy the disproportionate impact.<sup>28</sup> If disproportionate impact has been found, the limitation on enrollment may not be printed in subsequent catalogs or schedules nor enforced in any subsequent term until such a plan has been endorsed by the department and the College administration and put into effect. (See also Sections 55502(e) and 55512) (See notation II.C.1.c. Crucial below)

2. Honors Courses<sup>29</sup>

A limitation on enrollment for an honors course or an honors section of a course may be established if, in addition to the review by the faculty in discipline or department and by the curriculum committee as provided above, there is another section or another course or courses at the College which satisfy the same requirements. If the limitation is for an honors course and not only for an honors section, the College must also include in the course outline of record a list of each certificate or associate degree requirement that the course meets and of the other course or courses which meet the same associate degree or certificate requirement.

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**II.C.1.c. Crucial**

*It is crucial that courses which have try-out or audition as a means for permitting students to enroll in the course also be reviewed for whether the try-out or audition is having a disproportionate impact on any historically underrepresented group. (Section 55512 requires that “Any assessment instrument, method or procedure” must be evaluated for “disproportionate impact on particular groups of students described in terms of ethnicity, gender, age or disability, as defined by the Chancellor.”)*

II.C. (continued)

3. Blocks of Courses or Sections<sup>30</sup>--Blocks of courses or blocks of sections of courses are two (2) or more courses or sections for which enrollment is limited in order to create a cohort of students. Such a limitation on enrollment may be established if, in addition to review by the faculty in the discipline or department and by the curriculum committee as provided above, there is another section or another course or courses which satisfy the same requirement. If the cohort is created through limitations on enrollment in the courses rather than limitations on specific sections of courses, then the College must include in the course outline of record a list of each certificate or associate degree requirement that the course meets and of the other course or courses which satisfy the same associate degree or certificate requirement.

## Footnotes

- (1) Colleges should also publish this information in the student handbook, if the College publishes one (1), or in whatever other documents that are published to assist students in understanding College rules and procedures.
- (2) The College has an obligation to resolve challenges in a *timely manner*. [See Section 55201(e).] However, the student should not wait until the last minute to file the challenge. If the College could not meet the one-week (1-week) timeline, it could reserve a seat for the student or make provision in its policies on maximum class size to exceed the set size for such a student.
- (3) If other courses are available which meet the same requirement, the student is not being delayed. There is no obligation to honor a student's preference. The point is that this type of limitation on enrollment should not even be established unless alternative choices exist to meet any graduation requirement satisfied by taking the performance course.
- (4) The Federal Government's Americans with Disabilities Act of 1990 requires further that if a student with a disability seeks admission to a course which has a prerequisite designed to protect health and safety, then the burden is on the College to establish that there is no accommodation available that would protect health and safety and permit the student to enroll without undue costs to the District.
- (5) For example, if a student challenges on the basis of claiming that a prerequisite was not established properly, that the student must show some legitimate reason for believing that the prerequisite was not established properly. However, if the student makes a prima facie case, the College must then produce the relevant information from its own files and not expect the student to request the files and search out the information.
- (6) The main point here is that the faculty, and the curriculum committee as well, must approve the prerequisite as a separate action from any approval of the course. However, it is not required that the faculty in the department in fact approve the course, although there are obvious reasons why that is recommended good practice. Title 5 requires only approval of the course by a curriculum committee that is a committee of the Academic Senate or established in a manner agreeable to the Senate

Footnotes (6) (continued)

and the campus administration (Section 55002). Title 5 further requires that prerequisites and all academic and professional matters be matters for the Board to rely primarily on the Senate or reach joint agreement with it. (Sections 53200, et.seq.)

- (7) It is strongly encouraged that this review be based on the actual syllabus, texts, and tests for the course. Only in that way is it possible to determine not merely what the course theoretically should be requiring students to know but, rather, what in practice the course actually does require students to know. If the course is new and exams have not yet been written, an advisory could be established instead of a prerequisite or the instructor could prepare sample tests and submit them at the same time the course is being proposed. If the prerequisite or corequisite is required for the course to be approved for degree applicable credit, then the instructor shall be required to submit sample tests at the same time the course is being proposed.
- (8) Individual courses will need to be reviewed first to determine whether, if appropriate academic standards are upheld, the students would need to have met a prerequisite or enroll in a corequisite: *When the College and/or District curriculum committee determines, based on a review of the course outline of record, that a student would be highly unlikely to receive a satisfactory grade unless the student has knowledge or skills not taught in the course, then the course shall require prerequisites or corequisites which are established, reviewed, and applied in accordance with the requirements of Article 2 (commencing with Section 55200), and If success in the course is dependent upon communication or computation skills, then the course shall require...as pre-or-corequisites eligibility for enrollment in associate degree credit courses in English and/or mathematics, respectively.* [Section 55002(a)(2)(E), emphasis added]. Secondly, the texts and other grading criteria for the course would need to be examined to see whether in actual fact the students do need to have the indicated skills or knowledge. If a course should require a prerequisite as determined by the first review, but does not meet the criteria required for establishing the prerequisite, then it must be revised so it does meet that standard, or it may not be offered as a degree applicable credit course.
- (9) See II.A.1.c.(3) for the treatment of a course which would be required to have a prerequisite or corequisite in order to be a degree applicable course but for which data is normally required before such a prerequisite or corequisite could be established.

Footnotes (continued)

- (10) It is possible to have degree applicable courses which have no prerequisites at all. For example, although reading would be assigned in an art history class, it might be possible to learn enough through visual and auditory means to get a satisfactory grade even though the student had difficulty with the reading and, yet, the level of instruction be collegiate.
- (11) For example, the committee receives a proposal for a physics course that is described as requiring calculus. The curriculum committee would first determine whether a calculus prerequisite seemed necessary to the course being taught at the indicated level. Since this course would appear to need a calculus prerequisite, the second step is to see whether all the requirements have been met for establishing such a prerequisite. If they have not, then the committee could not approve the course unless either (a) the further work was done to meet all the requirements for a prerequisite; or (b) the course was approved only for non-degree applicable credit, non-credit, or community service.
- (12) For example, this further information might require waiting for a final grade from the previous semester to be submitted or an assessment test to be scored. If a College is not able to put information into its data base from the transcripts of all students transferring into the College, it could simply inform the student that, according to their data, he or she has not met the prerequisite. If the student believes a course taken at another institution should satisfy the prerequisite, the student could then file a challenge and be enrolled in the course pending the resolution of the challenge. A College may also routinely ask students at the time of registration if they have met the prerequisite for the course in question and permit the student to enroll if the student says he or she has met the prerequisite. The College must then routinely check to confirm that the student has indeed met the prerequisite and, if not, the student's enrollment be canceled even if instruction has already begun.
- (13) Certain types of prerequisites need not be reviewed in this way until the next time the program of which they are a part is due for Program Review. See Section 55201(d).
- (14) This section would allow the standard and obvious prerequisites to be established with a minimum of review, enhancing the transfer function in particular and allowing for the resources of the College to be expended on the problematic cases. Examples that would fit well here are standard science class prerequisites or standard foreign language classes. Since this section is intended for very common cases, a College that is having difficulty finding three (3) UC or CSU campuses that have the same prerequisite and the same courses should instead seek to establish the prerequisite under another subsection. However, the CAN system might provide a quick source of information on which campuses teach the most common courses. The Subject A English course is required by all UC campuses as a prerequisite for English composition classes.

Footnotes (continued)

- (15) Some courses have more than one (1) prerequisite. Each prerequisite would have to be approved as provided.
- (16) Vocational courses often have obvious prerequisites, but the courses are not offered at enough UC or CSU campuses to meet the requirements of II.A.1.a. Although most such prerequisites would be within the discipline, others would not. For example, the health professions commonly have prerequisites outside the discipline such as anatomy and physiology for nursing. The same level of scrutiny could be used for establishing one (1) course in reading or writing courses as a prerequisite for another course in reading or writing except that such prerequisites would need to be changed to advisories on recommended preparation if the data collected to establish cut-off scores on assessment tests were not sufficient for that purpose. See II.A.1.e.
- (17) That percentage need not be so high that the student who lost all those points would be certain to obtain an unsatisfactory grade. For example, if the student would lose twenty-five percent (25%) of the total points possible by failing the research paper assignment, then he or she could receive a "C" only by obtaining more the ninety percent (90%) of the remaining points, a very difficult task.
- (18) For example, if calculus is required and if problems involving calculus are on the exams but there are also extra credit opportunities sufficient to offset point lost by lacking the knowledge of calculus, than calculus is not in fact necessary. If material that is presented in reading assignments tested is also presented in class, so that it is realistic that a student with less than the recommended reading skills could nonetheless learn the material through the classroom presentations, then that level of reading preparation should only be an advisory on recommended preparation rather than a prerequisite.
- (19) Assessment tests and cut scores may only be established in the manner prescribed in *Standards, Policies, and Procedures for the Evaluation of Assessment Instruments Used in the California Community Colleges*, August, 1992.
- (20) These requirements are spelled out in the document referenced in the previous footnote.
- (21) If a College wishes to establish requirements to complete a course or courses before admission to a program in order to establish priorities for admission to the program, such a requirement may only be established as provided in Section 58106 of Title 5 on enrollment priorities. For example, nursing programs sometimes require completion of all requirements for the associate degree prior to admission to the nursing program itself.

Footnotes (continued)

- (22) Districts should also review the applicable provisions of the Federal Government's Americans with Disabilities Act of 1990 in regard to any requirements that apply specifically to students with disabilities.
- (23) Student performance could be measured using final grades, or it could be measured using their performance up to any point as early as six (6) weeks into the course. The later the date chosen for measuring student performance, the more extraneous factors like change in work schedule or personal illness will also affect the data. The option described in g.(2)(b) above would permit the instructor to adjust for such irrelevant factors and even for the student who simply is not doing the assigned work as distinguished from the student who is doing the work but unsuccessfully or provide for these other factors in some other way in the research design. On the other hand, others believe that the use of faculty perception is more subjective and grades more objective. This issue is left for discussion at the campus, since all of these approaches are legitimate research methodologies, and there are no conclusive reasons to require any one (1) of them.
- (24) This standard, that a student is highly unlikely to receive a satisfactory grade in the course unless the student has met the proposed prerequisite, is not an additional measure but, rather, is the point of whatever measure is used. Whether the comparison is with student final grades or with a midterm grade or student satisfaction with the prerequisite or faculty assessment of student preparation, the point is to confirm that the student would be unlikely to succeed unless he or she met the prerequisite.
- (25) Although this language would permit two (2) years of grace, the intent is that normally the issue would be resolved during the first (1st) year. A second (2nd) year is permitted only if unanticipated problems arise in the data collection process itself such that the data are lost or are rendered meaningless or unintelligible.
- (26) Provision is made here for admitting students who have not met the prerequisite since collecting meaningful data on the value of the prerequisite requires being able to compare students who did meet it to students who did not. However, since a prerequisite of this type has been judged to be vital to maintaining academic standards, the qualified students should be at least eighty percent (80%) of any section of the course. The College might implement this provision through labeling such prerequisites as provisional and, then, permitting individual students to challenge on that basis. The College may also simply program its computer to permit students to enroll on a first-come, first-served basis and until the twenty percent (20%) limit is reached, permit students who do not have the prerequisite to simply enroll in the regular registration process. In any case, the issue of how to implement this provision is left to the District or College to

Footnotes (continued)

determine so long as students are notified of their right under this section and so long as students who lack the prerequisite are in some manner limited to not more than twenty percent (20%) of the total enrollment in any one (1) section.

- (27) These limitations on enrollment are academic matters and need to be established through the curriculum process. Other limitations on enrollment may also be determined to be academic and professional matters as provided in Section 53200, et. seq., or be included in collective bargaining agreements or be imposed by outside agencies such as fire departments. This document should not be interpreted to require or encourage any particular method for establishing other limitations on enrollment.
- (28) The determination of disproportionate impact should normally be done by comparing students enrolled in the course to the general student population.
- (29) If the honors section is a separate course, and an articulation agreement exists that treats the course differently upon transfer or if there are other extrinsic, concrete benefits to taking the honors course, then restriction on enrollment should be established as provided for prerequisites rather than as provided here for limitations on enrollment.
- (30) The Puente Program is perhaps the most well-known example of such a program.

Approved by the Chancellor's Cabinet  
April 21, 1994

Effective July 14, 1994



## Written Request for a Grade Change

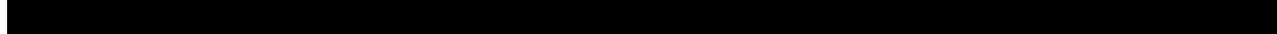
- Bakersfield College
- Cerro Coso Community College
- Porterville College
- District Office

Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93301-4099  
 (661) 336-5100

**Appendix 4C4C**

Please complete the following information for the request for grade change and provide a copy to the Instructor, Faculty Chair, and Vice President, Academic Affairs:

Name of Student	Student ID	Instructor of the Class	Class Name	Section Number	Term	Grade Received



Justification for Grade Change	
--------------------------------	--

--	--



Attach pertinent documentation for the grade change.

11/10/10

- cc:
- Instructor
  - Faculty Chair
  - Vice President, Academic Affairs

**STUDENT CONDUCT**  
**DEFINITIONS OF PLAGIARISM AND CHEATING**

**Definitions:** *(Quoted from the Regulation at Cal State University, Long Beach, as printed in the its General Catalog dated 1990-91, page 56.)*

- 1) Definition of Plagiarism--Plagiarism is defined as the act of using the ideas or work of another person or persons as if they were one's own, without giving credit to the source. Such an act is not plagiarism if it is ascertained that the ideas were arrived at through independent reasoning or logic or where the thought or idea is common knowledge.

Acknowledgement of an original author or source must be made through appropriate references, i.e., quotation marks, footnotes, or commentary. Examples of plagiarism include, but are not limited to, the following: the submission of a work, whether in part or in whole, completed by another; failure to give credit for ideas, statements, facts or conclusions which rightfully belong to another; in written work, failure to use quotations marks when quoting directly from another, whether it be a paragraph, a sentence, or even a part thereof; close and lengthy paraphrasing of another's writing or programming. A student who is in doubt about the extent of acceptable paraphrasing should consult the instructor.

Students are cautioned that, in conducting their research, they should prepare their notes by (a) either quoting material exactly (using quotation marks) at the time they take notes from a source; or (b) departing completely from the language used in the source, putting the material into their own words. In this way, when the material is used in the paper or project, the student can avoid plagiarism resulting from verbatim use of notes. Both quoted and paraphrased materials must be given proper citations.

- 2) Definition of Cheating--Cheating is defined as the act of obtaining, or attempting to obtain, or aiding another to obtain academic credit for work by the use of any dishonest, deceptive, or fraudulent means. Examples of cheating during an examination include, but are not limited to, the following: copying, either in part or in whole, from another's test or examination; discussion of answers or ideas relating to the answers on a examination or test unless such discussion is specifically authorized by the instructor; giving or receiving copies of an examination without the permission of the instructor; using or displaying notes, "cheat sheets," or other information or devices inappropriate to the prescribed test conditions, as when a test of competence includes a test of unassisted recall of information, skill, or procedure; allowing someone other than the officially enrolled student to represent the same. Also included are plagiarism as defined and altering or interfering with the grading procedures.

It is often appropriate for students to study together or to work in teams on projects. However, such students should be careful to avoid the use of unauthorized assistance, and to avoid any implication of cheating, by such means as sitting apart from one another in examinations, presenting the work in a manner which clearly indicates the effort of each individual, or such other method as is appropriate to the particular course.

Approved by the Board of Trustees  
April 19, 1994

Revised and adopted by the Chancellor's Cabinet  
January 11, 1994

Renumbered 4/21/94  
Renumbered 6/01/95  
Revised 4/09/96  
Revised 10/02/01

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



**July 1, 2011 through June 30, 2014  
Three-year Agreement**

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## 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 Administration 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, 2014.

### 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:

Article 1 (continued)

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
- 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) Non-credit classes taught by part-time instructors
  - 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 mail boxes, 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.

Article 1 (continued)

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.
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 copies of the contract proposal with cross out language available on the KCCD website, and hard copies in each college library and to each faculty chair. The District will distribute printed copies of the ratified contract to each faculty member.
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 (2) 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

Article 1 (continued)

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.
- 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.

Article 1 (continued)

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 Addenda One (1) (a-c) for Academic Calendars.

## ARTICLE TWO—NEGOTIATIONS

- A. Negotiations will begin no later than the beginning of October.
- B. **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.
- C. At any time during the term of this agreement the Association and District may open negotiations on any Article by mutual agreement.

## **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.

Article 3 (continued)

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 Appendix A).
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 Appendix A).
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 Appendix A).
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 Appendix A).

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 Three Appendix**

## Article Three Appendix Table of Contents

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2100 Chester Avenue  
Bakersfield, CA 93301-4099  
(661) 336-5100

Article 3 – Appendix A

- Bakersfield College
- Cerro Coso College
- Porterville College

## Intellectual Property Rights Agreement

1. Work title \_\_\_\_\_
2. Project Description (including benchmarks and deadlines):
  
3. Product Description (including due date):
  
4. District contribution of Substantial Resources (such as financial, staff/personnel, equipment, software/licenses, other):
  
5. Faculty contribution and compensation:
  
6. Ownership of copyrights and royalties to the product shall be \_\_\_\_\_% faculty member and \_\_\_\_\_% district.

The Association (CCA) recommends that the faculty member review this agreement form with a CCA Campus Chair before signing the agreement.

Faculty's Signature	Date
College President's or Designee's Signature	Date

Copy to be retained by the Faculty Member and College President or Designee.

## **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.

Article 4 (continued)

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.
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. When reasonably possible, report absences in sufficient time to provide proper substitution.
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

Article 4 (continued)

participate. Participation includes the following, as appropriate;

- 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.

**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.

Article 4 (continued)

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
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. 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.

Article 4 (continued)

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.
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 about to expire or the position becomes vacant, the Academic Senate will conduct an election 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 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. Ballots will permit each member of the area to select a first-place candidate and a second-place candidate. The Senate will send the tally showing the first and second choices of the area 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.

#### B. Removal of Chair

1. **Initiated by the Area:** At any time during the Chair's term, one-third of the 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 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 administrator to fulfill the faculty chair's duties for a period not to exceed forty-five calendar days, unless the Association approves an extension.

Article 5 (continued)

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.
- 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.

Article 5 (continued)

- 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 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 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.
- 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.

## Article 5 (continued)

### 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 and staff in the area and the educational administrator.
2. This process shall be completed by February 15 in the second year of each chair term.
3. Faculty chair evaluation forms are found in **Article 5, Appendix B**.
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.

## F. **Compensation for Faculty Chairs**

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

- a. Faculty chair reassigned time is assigned every July 1, based upon the total teaching faculty FTEF in the Chair's area, including full-time equivalent adjunct faculty.

Article 5 (continued)

- b. 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 Academic Senate and the Association. (See the table below for an example).

<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>

- c. The following table is used for reassigned time distribution.

	<b>FTEF</b>	<b>Reassigned FTE</b>
Reassigned Time	up to 3	0
	>3 to 10	0.2
	>10 to 13	0.3
	>13 to 17	0.4
	>17 to 22	0.5
	>22 to 28	0.6
	>28	0.7

- d. 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) days 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.

## Article 5 (continued)

- 3) Extra days will be calendared in consultation with the educational administrator.
- 4) Chair training will be incorporated into the base days.
- e. See **Appendix A** for chair release time and extra days for the 2011-2012 academic year. This will be updated annually, according to **Article 5.F.1.**
2. The **Appendix** will include the area chair's reassigned time and days, and 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. This section and the accompanying evaluation are intended for directors of programs funded through unrestricted and some restricted funding programs, but not intended for directors of grants or temporarily funded positions. 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 job description and area of responsibility. The director and educational administrator shall meet at the beginning of the evaluation year to determine which of the following duties are appropriate to the written job description.

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.

## Article 5 (continued)

- 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.
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.

Article 5 (continued)

- 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**

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**Article 5 - Appendix A**

### Faculty Chair Reassigned Time and Extra Days

Faculty chair assignment shall be a minimum of one hundred eighty-five (185) days. The minimum reassigned time at Cerro Coso and Porterville College shall be 0.30 to compensate for unassisted chair duties.

Total Reassigned time and days = 15.357

<b>Bakersfield College</b>					
<b>Department</b>	<b>FTEF Spring 2010</b>	<b>FTEF Summer 2010</b>	<b>FTEF Fall 2010</b>	<b>Reassigned Time (Portion of Load)</b>	<b>Extra Duty days</b>
Academic Development	20.023	4.595	21.802	.60	15
Agriculture	7.441	0.900	8.284	.20	11
Art	11.900	1.100	11.700	.30	11
Behavioral Science	20.598	3.400	21.131	.60	13
Biological Sciences	14.265	2.299	14.464	.40	12
Business Management and Technology	18.112	1.200	18.220	.50	11
Communication	17.274	3.200	17.874	.50	13
Counseling					10
Engineering and Industrial Technology	24.241	1.267	24.460	.60	11
English	36.387	7.665	38.788	.70	18
ESL	6.472	1.068	7.046	.20	11
FACE	16.027	2.300	15.364	.40	12
Foreign Language with ASL	10.326	1.532	10.527	.30	12
Health & Physical Education	22.970	4.217	23.011	.60	14
Library					10
Mathematics	29.010	5.190	32.447	.70	15
Nursing	21.978	1.828	39.318	.70**	11**
Performing Arts	9.924	1.050	10.034	.30	11
Philosophy	7.999	1.000	8.666	.20	11
Physical Science	15.926	3.299	14.868	.50	13
Social Science	29.000	9.100	30.834	.70	19
<b>Total</b>	<b>339.873</b>	<b>56.210</b>	<b>368.838</b>	<b>9.00</b>	<b>264</b>

\*An additional two (2) summer days will be added EIT Chair load for summer to compensate for the JTPA load calculated on the 27.5 hours teaching which equals 1.833 FTEF.

Article 5, Appendix A (continued)

\*\*In accordance with the 3/2/07 MOU between the parties, compensation for the Nursing chair duties will include 0.7 load reassigned time and 11 extra days at the per diem rate.

The Counseling and Library chairs will have no specified reassigned time because of the flexible nature of the assignments allows chair duties to be done within the workday.

Article 5, Appendix A (continued)

<b>Cerro Coso College</b>					
<b>Department</b>	<b>FTEF Spring 2010</b>	<b>FTEF Summer 2010</b>	<b>FTEF Fall 2010</b>	<b>Reassigned Time (Portion of Load)</b>	<b>Extra Duty Days</b>
Child Development/Education	6.377	6.400	6.777	.30	16
CIS/Business	11.257	4.464	11.625	.40	14
Counseling					10
English	13.065	3.799	12.932	.40	14
Humanities	7.465	4.233	6.565	.30	14
Industrial Arts	3.200	0	3.467	.30	10
Library					10
Mathematics	9.262	3.534	11.603	.30	14
Media Arts	2.973	.833	3.298	.30	11
Physical Education	6.154	1.274	6.064	.30	11
Public Services	14.436	4.133	13.753	.40	14
Science	7.035	.600	7.201	.30	11
Social Science	12.535	6.266	12.332	.40	16
Visual & Performing Arts	7.467	2.600	7.533	.30	13
<b>Total</b>	<b>101.226</b>	<b>38.136</b>	<b>103.150</b>	<b>4.00</b>	<b>178</b>

The Counseling and Library chairs will have no specified reassigned time because of the flexible nature of the assignments allows chair duties to be done within the workday.

Article 5, Appendix A (continued)

<b>Porterville College</b>					
<b>Division</b>	<b>FTEF Spring 2010</b>	<b>FTEF Summer 2010</b>	<b>FTEF Fall 2010</b>	<b>Reassigned Time (Portion of Load)</b>	<b>Extra Duty Days</b>
Career and Technical Education*	18.208	.667	18.266	.50	11
Fine and Applied Arts	6.800	.800	6.533	.30	11
Health Careers	18.917	.800	17.328	.50	11
Language Arts	18.202	4.267	17.331	.50	14
Natural Sciences & Mathematics	14.799	3.066	13.932	.40	13
Physical Education and Athletics	7.193	.600	6.400	.30	11
Social Sciences	14.300	2.201	13.834	.40	12
Student Learning Services				0	10
<b>Total</b>	<b>98.419</b>	<b>12.401</b>	<b>93.624</b>	<b>2.90</b>	<b>93</b>

\* The Porterville College Academic Senate will evaluate the division consolidation of Applied Technology, Education and Career Development, and Business Divisions into the Career and Technical Education Division at the end of the 2009/10 academic year and return the divisions to their status in Spring 2007 if so recommended by the majority of the full-time faculty in said division. The Association encourages the Academic Senate of Porterville College to complete the evaluation no later than April 1, 2010.



2100 Chester Avenue  
 Bakersfield, CA 93301-4099  
 (661) 336-5100

Article 5 – Appendix B

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Faculty Evaluation Faculty Chair Evaluation

Evaluatee	Evaluator	Date
-----------	-----------	------

Rate the performance for each responsibility identified. In some circumstances the responsibility may not apply or you may not be able to assess it. In this circumstance, please rate the item as “Not Applicable/Unable to Assess.”

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable/ Unable to Assess
<b>Leadership:</b>					
1. Serves as the primary communicator for the area of responsibility.	<input type="radio"/>				
2. Conducts regularly scheduled meetings for the area of responsibility.	<input type="radio"/>				
3. Ensures area representation at appropriate college committees as defined by participatory governance procedures.	<input type="radio"/>				
4. Encourages area faculty and classified staff participation in college governance.	<input type="radio"/>				
5. Maintains cooperative working relationships with campus support services and instructional areas.	<input type="radio"/>				
6. Identifies student needs and recommends strategies for meeting identified needs, in collaboration with area faculty.	<input type="radio"/>				
7. Supports and represents disciplines and sub-disciplines within the area equitably.	<input type="radio"/>				
8. Facilitates communication and collaboration among staff, faculty and program areas.	<input type="radio"/>				
9. Develops and follows area procedures.	<input type="radio"/>				
10. Encourages area participation in grant, special project, and categorical activities, where appropriate.	<input type="radio"/>				
<b>Curriculum and Programs:</b>					
11. Encourages and supports curriculum development and innovation.	<input type="radio"/>				
12. Coordinate the preparation and review of new course outlines and catalog information.	<input type="radio"/>				
13. Implements curriculum review/renewal process.	<input type="radio"/>				

Article 5 Appendix B (continued)

	Strongly Agree	Agree	Disagree	Strongly Disagree	Not Applicable/ Unable to Assess
14. Implements and participates in program review process.	<input type="radio"/>				
15. Develops area schedule.	<input type="radio"/>				
16. Participates in articulation.	<input type="radio"/>				
17. Participates in Educational Master Plan development.	<input type="radio"/>				
18. Monitors student enrollment and implements appropriate measures.	<input type="radio"/>				
<b>Personnel:</b>					
19. Participates in recruiting and selecting area faculty and classified staff.	<input type="radio"/>				
20. Coordinates area orientation for new faculty and staff.	<input type="radio"/>				
21. Participates in area faculty evaluations.	<input type="radio"/>				
22. Coordinates area adjunct faculty evaluations.	<input type="radio"/>				
23. Participates in area classified evaluations.	<input type="radio"/>				
24. Participates in the resolution of conflicts between faculty, staff, and students.	<input type="radio"/>				
<b>Fiscal:</b>					
25. Develops area budget collaboratively.	<input type="radio"/>				
26. Manages area budget.	<input type="radio"/>				
27. Advocates for the area in the development of the college budget.	<input type="radio"/>				
<b>Administrative:</b>					
28. Works to promote area instructional and student services programs.	<input type="radio"/>				
29. Ensures, where applicable, that advisory committees are formed, convened, and documented and have appropriate community and college representation.	<input type="radio"/>				
30. Monitors operations and fiscal resources.	<input type="radio"/>				
31. Oversees inventory and equipment lists.	<input type="radio"/>				
32. Meets prescribed faculty chair timelines.	<input type="radio"/>				

33. What specific strengths did you identify in this faculty member?

34. Please list any specific changes needed to strengthen this faculty member's effectiveness.

35. List any other suggestions for improvements this faculty member might take.

Article 5 Appendix B (continued)

36. Other comments or suggestions?

Overall Assessment

Satisfactory

Needs Improvement

Unsatisfactory

Evaluator's Signature	Date
-----------------------	------

**Thank you for your participation.**

## ARTICLE SIX - EVALUATION & TENURE OF FACULTY

*(This article applies to fulltime faculty only.)*

### 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.
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 (continued)

6. **Content is not Grievable:** The content of evaluations collected in a manner consistent with this Article shall not be grievable.

### 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. Portfolio: developed during Mode A year 1 through training and mentoring, and required for subsequent years of evaluation.

The purpose of the Portfolio 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
- Showcase the progress, best work and achievements of the faculty member
- Document campus, community, professional, and other multidimensional contributions
- Afford the committee a context in which to view their scheduled observations
- Present a creative reflection of the faculty member's professional life
- Act as the primary presentation aid and catalyst for the Pre-Observation Meeting

The evaluation committee reviews the portfolio during the Pre-Observation Meeting, and returns it to the evaluatee at the end of the meeting, unless the evaluatee chooses to leave it with the committee for further review.

Portfolio Preparation:

Portfolios may be developed in any appropriate medium, for instance, electronic formats or three-ring binders or other methods appropriate to the evaluatee's assignment. Beyond the required items, the portfolio contents will vary between individuals and will reflect the personal style and choices of the faculty member. The portfolio may include optional activities beyond contractual duties. The portfolio is an aid to facilitate the evaluatee's 20-30

## Article 6 (continued)

minute presentation in the Pre-Observation Meeting. The items included should help to showcase the faculty member's progress and achievements since the last evaluation.

### Mode A year 1 –

Required in the portfolio:

- Goals for professional growth  
(See bullets for professional accomplishments below)
- Teaching and/or service philosophy
- Syllabi for courses taught in the current semester
- Samples of assignments/assessment activities for each learning environment that will be evaluated

### Mode A years 2, 3, 4 and Mode B –

Required in the portfolio:

- Professional accomplishments  
A brief statement about what you have contributed or gained by your campus/district service in any of the following areas:
  - 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
  - Management 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
- Goals for professional growth  
(See bullets for professional accomplishments above)
- Teaching and/or service philosophy
- Syllabi for courses taught in the current semester
- Samples of assignments/assessment activities for each learning environment that will be evaluated
- A brief narrative summarizing your student learning outcomes and assessment strategies. Your portfolio should reflect your unique contributions.

Article 6 (continued)

- b. **Pre-Observation Meeting:** Participatory meeting to clarify the evaluation process, review the faculty portfolio to provide a context for the evaluation process, answer questions, establish parameters (such as observations), determine who will 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 portfolio should take about 20-30 minutes.
- 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 B evaluations, the evaluatee, the educational administrator and the faculty chair will each choose one assignment for observation based on assignments for the semester being evaluated. As much as possible, observations shall be distributed across different assignments, different preps and different sections for the semester. Student evaluations shall be completed for all assignments. Timely feedback should be provided to the evaluatee prior to the Evaluation Summary meeting. (Forms appropriate to assignment; see Checklist in Article 6 Appendix.)
- d. **Student Evaluations:** Evaluative reviews by students about interactions with the evaluatee conducting various duties, such as teaching, counseling, library, & other support services. (Forms appropriate to assignment; see Checklist in Article 6 Appendix.)
- e. **Administrative Assessment Review:** Evaluative review by Educational Administrator. (Form Q/FT.)
- 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. (Form P/FT; all faculty with reassigned time duties, others optional.)
- g. **Evaluation Team Summary:** Committee discusses the Evaluation Team Summary and makes recommendation based upon data from the evaluation process. Summary may include a minority report. (Attached to form A/FT.)
- h. **Evaluation Summary Meeting:** Meeting to clarify the Evaluation Team 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/FT no later than the end of the term of evaluation.
- i. **Presidential Review (Vice Presidents may also review the packet or be delegated as the presidential reviewer.):** Final campus administrative review of the evaluation packet and recommendation concerning employment status. Mode A years

## Article 6 (continued)

commendations, recommendation to rehire, implement improvements, or in years 1 - 4 not to rehire. Mode B recommendations for improvement.

- j. Chancellor Review: Final district administrative review of the evaluation packet and recommendation concerning employment status. Commendations; recommendation to rehire; or implement improvements; or in Mode A years 1, 2, and 4 there can be a decision not to rehire.
- k. Board Approval: Board of Trustees review and finalize the decision concerning the faculty member. 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 will 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 during the Comprehensive Mode B evaluation process, the College president may implement a Mode C evaluation. A needs to improve evaluation during the Brief Mode B evaluation process will be followed by a Comprehensive Evaluation the following semester.
- 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 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

### Article 6 (continued)

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 work days, to fulfill committee obligations. A minority statement may be submitted to the evaluation package prior to the report being finalized and signed. 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 Meeting. 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 portfolio 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)
  - Sign the final report confirming the majority opinion
- 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
  - 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

Article 6 (continued)

- After consultation with the evaluation committee, makes a recommendation on continued employment of the faculty member to the President
- b. **Evaluee** will:
- Select one (1) tenured faculty member for the evaluation team,
  - Prepare the portfolio
  - Provide their Educational Administrator with the following prior to the Pre-Observation Meeting:
    - Professional accomplishments
    - Goals for professional growth
    - Teaching and/or service philosophy
    - Syllabi for courses taught in the current semester
    - Samples of assignments/assessment activities for each learning environment that will be evaluated
    - Discussion of student learning outcomes and assessment strategies
  - Provide course materials for evaluation
  - Arrange observations for all assignments to be evaluated
  - When appropriate, send out faculty service survey to individuals the evaluee chooses, with instructions to return the form to the Educational Administrator for inclusion in the evaluation packet

D. **Types**

1. **Comprehensive Evaluations** involve a representative committee and a wide range of evaluation instruments and components, as indicated in Article 6.C.2 and the **Checklist** in Article 6 Appendix. Comprehensive evaluations shall not be replaced by a brief evaluation.
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 Portfolio 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.

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2. **Tenured faculty** shall be evaluated in accordance with the Mode B evaluation process every three (3) years. Tenured faculty whose Comprehensive Mode B evaluation is less than satisfactory may be evaluated in accordance with Mode C.
  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. Contingent on Funding faculty whose Comprehensive Mode B evaluation is less than satisfactory may be evaluated in accordance with Mode C.
  4. **Temporary faculty** shall be evaluated in accordance with the Mode A evaluation process each year.
- 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.
    - 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. 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).

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4. Mode A: Process and Suggested Timeline

<b>Activity A 1, 2, 3, 4</b>	<b><i>Suggested Timeline</i></b>
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.

The December 15 preliminary tenure recommendation during the fourth (4<sup>th</sup>) 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.

Article 6 (continued)

G. **Mode B**

Regular tenured faculty are evaluated using the Mode B process every three (3) years. The process includes review of previous evaluation information. The evaluation will be scheduled in the Spring term. The first Mode B evaluation after tenure will be a Comprehensive Evaluation (year 7). Subsequent evaluations will alternate beginning with a Brief Evaluation (year 10), followed by a Comprehensive Evaluation (year 13), a Brief Evaluation (year 16), etc. A faculty member may elect to replace a brief Mode B evaluation with a comprehensive Mode B evaluation. A less-than-satisfactory Brief Mode B evaluation will be followed the next semester by a 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. **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. 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. **Brief** Mode B Evaluation Committee - Brief evaluations are conducted by the faculty chair and an Educational Administrator.
3. **Process and Suggested Timelines**

<b>Activity</b>	<b><i>Suggested Timeline</i></b>
<b>Brief Mode B evaluations (B Brief)</b>	
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. An unsatisfactory decision may result in a Mode C evaluation.

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<b>Activity</b>	<b><i>Suggested Timeline</i></b>
<b>Comprehensive Mode B evaluations B (Comp)</b>	
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. An unsatisfactory decision may result in a Mode C evaluation.

H. **Mode C:** In the event of a needs improvement or unsatisfactory evaluation report during the Comprehensive Mode B process, or if in the College President’s judgment circumstances warrant evaluation other than the normal cycle, he or she may declare a Mode C evaluation. 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 will 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. 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 **Article Six Appendix forms S-1/FT and S-2/FT** at the end of this Article for Mode C evaluation forms.
  
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.

## Article 6 (continued)

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
  - 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. Faculty Director Evaluation**

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 written job description.

# **Article Six**

# **Appendix**

## Article Six Appendix

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### **Checklist of Full-time Faculty Evaluation Forms**

**Faculty evaluation teams will use the following two (2) required guidelines and 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 should 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 above required forms.

#### **Instructional Faculty**

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

#### **Instructional Faculty Open Lab**

- 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 On-line**

- C/FT: Materials Review and On-line Instruction Observation
- F/FT: Student Evaluation for On-line 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

#### **Examples of Faculty with Multiple Assignments**

##### **Library Faculty/Instructional**

- 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**

- 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
- J/FT: Observation for Counseling/Non-Instructional Faculty
- K/FT: Student Evaluation for Counseling Faculty



2100 Chester Avenue  
 Bakersfield, CA 93301-4099  
 (661) 336-5100

Article 6 - Form A/FT

- Bakersfield College
- Cerro Coso College
- Porterville College

## Full-time Faculty Evaluation Cover Sheet

Name of Faculty Member		<input type="checkbox"/> Fall <input type="checkbox"/> Spring	
Department/Division/Program Area		Total Number of Pages (including cover sheet)	
<input type="checkbox"/> Mode A Year 1	<input type="checkbox"/> Mode A Year 2	<input type="checkbox"/> Mode A Year 3	<input type="checkbox"/> Mode A Year 4
<input type="checkbox"/> Mode B Brief	<input type="checkbox"/> Mode B Comprehensive	<input type="checkbox"/> Mode C	<input type="checkbox"/> COF or Temporary Faculty Year _____
<b>Committee Commendation: Recommended as a model for other faculty in the following areas(s).</b>			
<input type="checkbox"/> Discipline Knowledge	<input type="checkbox"/> Effective Teaching Methods	<input type="checkbox"/> Effective Use of Technology	<input type="checkbox"/> Institutional Participation
		<input type="checkbox"/> Facilitating the Learning Environment	<input type="checkbox"/> Student Advisement Facilitating
		<input type="checkbox"/> Special Student Needs	<input type="checkbox"/> Other _____
<b>Performance Summary</b>			
<input type="checkbox"/> Satisfactory		<input type="checkbox"/> Needs Improvement	
<input type="checkbox"/> Unsatisfactory			
<b>Committee Member</b>			
Faculty Chair ( <i>print</i> )		( <i>Signature</i> )	Date
Faculty Member ( <i>print</i> ) ( <i>department/division chosen</i> ) <i>ModeA&amp;C only</i>		( <i>Signature</i> )	Date
Faculty Member ( <i>print</i> ) ( <i>evaluee chosen</i> )		( <i>Signature</i> )	Date
Other (specify) ( <i>print</i> )		( <i>Signature</i> )	Date
Educational Administrator ( <i>print</i> )		( <i>Signature</i> )	Date
<i>I certify that this report has been discussed with me and that I am aware it will be placed in my official personnel file. I understand my signature does not necessarily indicate agreement. I also understand I have ten (10) working days to respond to any material in this report and that my response will be attached to this report.</i>			
Evaluatee's Signature	Date	Comments	
<input type="checkbox"/> Evaluation Committee Summary	<input type="checkbox"/> Portfolio Review Comments (including Goals and Accomplishments)	<input type="checkbox"/> Observations by Peers and Supervisor	<input type="checkbox"/> Student Evaluation Summary
		<input type="checkbox"/> Faculty Service Surveys	<input type="checkbox"/> Administrative Assessment
		<input type="checkbox"/> Remediation Plan (Mode "A" only, if appropriate; Form R-1/FT)	
		<input type="checkbox"/> Other _____	
Vice President's Signature	Date	Comments	
College President's or Designee's Signature	Date	Comments	
Chancellor's or Designee's Signature	Date	Comments	



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Article 6 - Form B/FT

- Bakersfield College  
 Cerro Coso College  
 Porterville College

## KCCD Full-time Faculty Evaluation Materials Review and Classroom Instruction Observation

Evaluatee		Evaluator	
Course	CRN	Date	
Topic for the Day			
<input type="checkbox"/> Mode A Year 1	<input type="checkbox"/> Mode A Year 2	<input type="checkbox"/> Mode A Year 3	<input type="checkbox"/> Mode A Year 4
<input type="checkbox"/> Mode B	<input type="checkbox"/> Mode C	<input type="checkbox"/> Temporary Faculty	<input type="checkbox"/> COF Faculty

**Materials Review**

*The evaluatee will provide the class materials to the evaluators.*

*Each evaluator should review a different class syllabus and samples of class materials (where applicable) using the criteria below. Evaluators should review the curriculum document of record relevant to the course materials. The following items should be referred to objectively.*

Materials Review:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Course Organization:</b>						
1. The syllabus describes the course content.	O	O	O	O	O	
2. The syllabus includes an outline or calendar of topics to be covered, in a logical sequence.	O	O	O	O	O	
3. Time given to course topics and assignments is appropriate.	O	O	O	O	O	
4. The syllabus effectively describes student assignments, grading criteria, course policies.	O	O	O	O	O	
5. The faculty member's expectations and policies are appropriate for the course level.	O	O	O	O	O	
6. The syllabus states availability of accommodations for students with disabilities.	O	O	O	O	O	
7. The assignments and assessment activities reflect course goals.	O	O	O	O	O	

**Summary Comments of Materials Review:**

**Classroom Instruction Observation**

*Each evaluator should observe a class session and evaluate the following aspects of the learning environment. The following items should be referred to objectively during the observation. If the observation does not include all of the items, use the "Unable to Assess" item.*

Classroom Instruction Observation:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Structure and Goals:</b>						
1. Activity shows clear signs of planning and organization.	<input type="radio"/>					
2. Multiple instructional elements (e.g. lecture, handouts, technology) are used, if appropriate.	<input type="radio"/>					
3. When multiple instructional elements are used, they are effectively integrated.	<input type="radio"/>					
4. Class time is used effectively.	<input type="radio"/>					
5. Faculty creates a learning environment.	<input type="radio"/>					
6. Presentation is clear, and transitions between topics are effective.	<input type="radio"/>					
<b>Behaviors:</b>						
7. Delivery is effective and understandable.	<input type="radio"/>					
8. Faculty maintains effective eye contact.	<input type="radio"/>					
9. Oral delivery is clear and easy to follow.	<input type="radio"/>					
10. Rate and tone of oral delivery are effective.	<input type="radio"/>					
11. Faculty exhibits a poised demeanor.	<input type="radio"/>					
12. Faculty is enthusiastic about course content.	<input type="radio"/>					
13. Language used is understandable and at the appropriate level for the course.	<input type="radio"/>					
<b>Faculty and Student Rapport:</b>						
14. Faculty treats students equitably.	<input type="radio"/>					
15. Students are attentive.	<input type="radio"/>					
16. Questions are encouraged.	<input type="radio"/>					
17. Questions are answered clearly.	<input type="radio"/>					
18. Faculty and students demonstrate respect for each other.	<input type="radio"/>					

B/FT Faculty Materials Review and Classroom Instruction Observation (continued)

Classroom Instruction Observation:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Professional Expertise:</b>						
19. Faculty demonstrates adequate and up-to-date knowledge of the topics presented.	O	O	O	O	O	
20. Material is appropriate for setting and course level.	O	O	O	O	O	

21. What specific strengths did you identify in this instructor?

22. Please list any specific changes needed to strengthen this instructor's effectiveness.

23. List any other suggestions for improvement.

24. Other comments or suggestions?



Materials Review and Classroom Instruction Observation Assessment

Satisfactory       Needs Improvement       Unsatisfactory

Evaluator's Signature	Date
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**Thank you for your participation.**



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Article 6 - Form C/FT

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Full-time Faculty Evaluation Materials Review and Online Instruction Observation

Evaluee		Evaluator	
Course	CRN	Date	
Topic for the Day			
<input type="checkbox"/> Mode A Year 1	<input type="checkbox"/> Mode A Year 2	<input type="checkbox"/> Mode A Year 3	<input type="checkbox"/> Mode A Year 4
<input type="checkbox"/> Mode B	<input type="checkbox"/> Mode C	<input type="checkbox"/> Temporary Faculty	<input type="checkbox"/> COF Faculty

**Materials Review**

*The evaluee will provide the class materials to the evaluators.*

*Each evaluator should review a different class syllabus and samples of class materials (where applicable) using the criteria below. Evaluators should review the curriculum document of record relevant to the course materials. The following items should be referred to objectively.*

Materials Review:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Course Organization:</b>						
1. The syllabus describes the course content.	O	O	O	O	O	
2. The syllabus includes an outline or calendar of topics to be covered, in a logical sequence.	O	O	O	O	O	
3. Time given to course topics and assignments is appropriate.	O	O	O	O	O	
4. The syllabus effectively describes student assignments, grading criteria, course policies.	O	O	O	O	O	
5. The faculty member's expectations and policies are appropriate for the course level.	O	O	O	O	O	
6. The syllabus states availability of accommodations for students with disabilities.	O	O	O	O	O	
7. The assignments and assessment activities reflect course goals.	O	O	O	O	O	

**Summary Comments of Materials Review:**

C/FT Faculty Materials Review and Online Instruction Observation (continued)

**Online Instruction Observation**

*Each evaluator should observe the course web site and evaluate the following aspects of the learning environment. The following items should be referred to objectively during the observation. If the observation does not include all of the items, use the "Unable to Assess" item.*

Online Instruction Observation	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Structure and Goals:</b>						
1. Site materials show clear signs of planning and organization.	<input type="radio"/>					
2. Site contains multiple instructional elements (text, graphics, links, media, chat)	<input type="radio"/>					
3. The site materials are easy to navigate.	<input type="radio"/>					
4. Content is presented in an effective, understandable manner.	<input type="radio"/>					
<b>Behaviors:</b>						
5. Content delivery is clear and easy to follow.	<input type="radio"/>					
6. Language used is understandable and at appropriate level for the student.	<input type="radio"/>					
<b>Faculty and Student Rapport:</b>						
7. Faculty treats students equitably.	<input type="radio"/>					
8. Faculty provides adequate opportunity for communication with students.	<input type="radio"/>					
9. The faculty member has offered course materials in a way that offers reasonable accommodation to students with disabilities.	<input type="radio"/>					
<b>Professional Expertise:</b>						
10. Faculty demonstrates adequate, up-to-date, knowledge of the topics presented.	<input type="radio"/>					
11. Material is appropriate for setting and course level.	<input type="radio"/>					
12. Site materials utilize appropriate vocabulary and grammar.	<input type="radio"/>					

13. What specific strengths did you identify in this instructor?

14. Please list any specific changes needed to strengthen this instructor's effectiveness.

C/FT Faculty Materials Review and Online Instruction Observation (continued)

15. List any other suggestions for improvement.

16. Other comments or suggestions?

-----  
Materials Review and On-line Instruction Observation Assessment

Satisfactory                       Needs Improvement                       Unsatisfactory

Evaluator's Signature	Date
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Article 6 - Form E/FT

- Bakersfield College  
 Cerro Coso College  
 Porterville College

## KCCD Full-time Faculty Evaluation Student Evaluation for Instructional Faculty

Instructor's Name		
Course	CRN	Date

This information is confidential and your responses will be anonymous. *FILL IN THE ENTIRE CIRCLE THAT CORRESPONDS TO YOUR ANSWER FOR EACH QUESTION. ERASE MARKS COMPLETELY TO MAKE A CHANGE.*

	Strongly Agree	Agree	Neither agree nor Disagree	Disagree	Strongly Disagree	Not Applicable
1. The instructor's syllabus explains course objectives and grading criteria.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The instructor clearly states the course expectations and student responsibilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The instructor clearly communicates dates and directions for assignments and tests.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The instructor demonstrates knowledge of the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The instructor encourages questions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The instructor answers questions effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor encourages participation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor is enthusiastic about the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The instructor encourages creative and/or critical thinking.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. The instructor creates a positive environment for learning.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The instructor uses technology that is appropriate for this type of course.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The instructor presents material in a variety of ways.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. The instructor explains concepts clearly and effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The instructor encourages me to be responsible for my own learning.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. The instructor grades the assignments for all students in a fair and consistent manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. The instructor returns exams and assignments in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. The instructor provides useful feedback on exams and assignments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

E/FT Faculty Student Evaluation for Instructional Faculty (continued)

	Strongly Agree	Agree	Neither agree nor Disagree	Disagree	Strongly Disagree	Not Applicable
18. The instructor is available during office hours.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. The instructor treats me courteously and fairly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. The instructor demonstrates respect for individuals, regardless of their cultural background, ethnicity, race, gender, religion, disability, age, sexual orientation, or socioeconomic status.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. I would recommend this instructor to other students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Compared to courses you have taken here, or at other colleges, rate the following items in this course with regard to:</b>	<b>Much higher than other courses</b>	<b>Higher than other courses</b>	<b>The same as other courses</b>	<b>Lower than other courses</b>	<b>Much lower than other courses</b>	<b>No other college courses completed</b>
22. Expectations for student work are:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
23. Quality of instructor feedback is:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

COMMENTS SECTION

24. What specific changes could this instructor make to help future students succeed in this course?

25. List specific course activities that have helped you learn the most.

26. Other comments?

**Thank you for your participation.**



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Article 6 - Form F/FT

- Bakersfield College
- Cerro Coso College
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## KCCD Full-time Faculty Evaluation Student Evaluation for On-Line Instructional Faculty

Instructor's Name		
Course	CRN	Date

This information is confidential and your responses will be anonymous. Your student identification number will not be submitted with the form, it is only a check to confirm that you are a student in the class.

*SELECT THE CIRCLE THAT CORRESPONDS TO YOUR ANSWER FOR EACH QUESTION.*

	Strongly Agree	Agree	Neither agree nor Disagree	Disagree	Strongly Disagree	Not Applicable
1. The instructor's syllabus adequately explains course objectives and grading criteria.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The instructor clearly states the course expectations and student responsibilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The instructor clearly communicates dates and directions for assignments and tests.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The instructor demonstrates knowledge of the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The instructor encourages questions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The instructor answers questions effectively	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor encourages participation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor is enthusiastic about the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The instructor encourages creative and/or critical thinking.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. The instructor creates a positive environment for learning.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The instructor uses technology that is appropriate for this type of course.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The instructor presents material in a variety of ways.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. The instructor explains concepts clearly and effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The instructor encourages me to be responsible for my own learning.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. The instructor grades the assignments for all students in a fair and consistent manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. The instructor returns exams and assignments in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. The instructor provides useful feedback on exams and assignments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

F/FT Faculty Student Evaluation for On-Line Instructional Faculty (continued)

	Strongly Agree	Agree	Neither agree nor Disagree	Disagree	Strongly Disagree	Not Applicable
18. The instructor is available during office hours	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. The instructor treats me courteously and fairly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. The instructor demonstrates respect for individuals, regardless of their cultural background, ethnicity, race, gender, religion, disability, age, sexual orientation, or socioeconomic status.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. The course web pages are easy to navigate.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22. The instructor answered my questions in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
23. I would recommend this instructor to other students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Compared to courses you have taken here, or at other colleges, rate the following items in this course with regard to:</b>	<b>Much Higher than other courses</b>	<b>Higher than other courses</b>	<b>The same as other courses</b>	<b>Lower than other courses</b>	<b>Much Lower than other courses</b>	<b>No other college courses completed</b>
24. Expectations for student work:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
25. Quality of instructor feedback is:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

COMMENTS SECTION

26. What specific changes could this instructor make to help future students succeed in this course?

27. List specific course activities that have helped you learn the most.

28. Other comments.

**Thank you for your participation.**



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Article 6 - Form G/FT

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Full-time Faculty Evaluation Materials Review and Open Lab Activity Observation

Evaluatee	Evaluator
Type of Session	Date
<input type="checkbox"/> Mode A Year 1 <input type="checkbox"/> Mode A Year 2 <input type="checkbox"/> Mode A Year 3 <input type="checkbox"/> Mode A Year 4 <input type="checkbox"/> Mode B <input type="checkbox"/> Mode C <input type="checkbox"/> Temporary Faculty <input type="checkbox"/> COF Faculty	

Choose One:

- This faculty member **is not** responsible for development of course materials (Skip Materials Review section)
- This faculty member **is** responsible for development of course materials (Complete Materials Review section)

### Materials Review

*The evaluatee will provide the class materials to the evaluators.*

*Each evaluator should review a different class syllabus and samples of class materials (where applicable) using the criteria below. Evaluators should review the curriculum document of record relevant to the course materials. The following items should be referred to objectively.*

Materials Review:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Course Organization:</b>						
1. The syllabus describes the course content.	○	○	○	○	○	
2. The syllabus includes an outline or calendar of topics to be covered, in a logical sequence.	○	○	○	○	○	
3. Time given to course topics and assignments is appropriate.	○	○	○	○	○	
4. The syllabus effectively describes student assignments, grading criteria, course policies.	○	○	○	○	○	
5. The faculty member's expectations and policies are appropriate for the course level.	○	○	○	○	○	
6. The syllabus states availability of accommodations for students with disabilities.	○	○	○	○	○	
7. The assignments and assessment activities reflect course goals.	○	○	○	○	○	

**Summary Comments of Materials Review:**

G/FT Faculty Materials Review and Open Lab Activity Observation (continued)

Open Lab Activity Observation

The following items should be referred to objectively during observation. If the observation does not include all of the items, use the "Unable to Assess" item.

Open Lab Activity Observation:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Structure and Goals:</b>						
1. Activity shows clear signs of planning and organization.	<input type="radio"/>					
2. Multiple informative elements (i.e.. discussion, handouts, technology) are used, if appropriate.	<input type="radio"/>					
3. When multiple informative elements are used, they are effectively integrated.	<input type="radio"/>					
4. Time is used effectively.	<input type="radio"/>					
5. Faculty member maintains learning environment.	<input type="radio"/>					
6. Presentation is clear, and transitions between topics are effective.	<input type="radio"/>					
<b>Behaviors:</b>						
7. Delivery is effective and understandable.	<input type="radio"/>					
8. Faculty maintains effective eye contact.	<input type="radio"/>					
9. Oral delivery is clear and easy to follow.	<input type="radio"/>					
10. Rate and tone of oral delivery are effective.	<input type="radio"/>					
11. Faculty exhibits a poised demeanor.	<input type="radio"/>					
12. Faculty member is enthusiastic and excited about his/her professional assignment and content.	<input type="radio"/>					

G/FT Faculty Materials Review and Open Lab Activity Observation (continued)

	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
13. Language used is understandable and appropriate level for the student.	<input type="radio"/>					
<b>Faculty and Student Rapport:</b>						
14. Faculty member is approachable.	<input type="radio"/>					
15. Faculty treats students equitably.	<input type="radio"/>					
16. Questions are encouraged.	<input type="radio"/>					
17. Questions are answered clearly.	<input type="radio"/>					
18. Faculty member and student(s) demonstrate respect for each other.	<input type="radio"/>					
<b>Professional Expertise:</b>						
19. Faculty member demonstrates adequate, up-to-date knowledge of the topics discussed.	<input type="radio"/>					
20. Material is appropriate for setting and student level.	<input type="radio"/>					

21. What specific strengths did you identify in this faculty member?

22. Please list any specific changes needed to strengthen this faculty member's effectiveness.

23. List any other suggestions for improvement.

24. Other comments or suggestions?

G/FT Faculty Materials Review and Open Lab Activity Observation (continued)



Materials Review and Open Lab Activity Observation Assessment

Satisfactory       Needs Improvement       Unsatisfactory

Evaluator's Signature	Date
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**Thank you for your participation.**



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Article 6 - Form H/FT

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Full-time Faculty Evaluation Student Evaluation for Open Lab Faculty

Instructor's Name		
Course	CRN	Date

*Please fill out this brief, anonymous survey and return it to \_\_\_\_\_  
 This information is confidential and your responses will be anonymous. FILL IN THE ENTIRE CIRCLE THAT CORRESPONDS TO YOUR ANSWER FOR EACH QUESTION. ERASE MARKS COMPLETELY TO MAKE A CHANGE.*

	Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree	Not applicable
1. The instructor was familiar with the content of the course in which I am enrolled.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The instructor exhibited good communication and listening skills.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The instructor used sufficient examples to help get the points across.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The instructor emphasized points in a way that will help me remember them.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The instructor encouraged questions and answered them clearly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The instructor provided information in a clear and understandable manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor offered alternative learning methods to help me meet the course goals when appropriate.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor respects diverse cultural backgrounds and students with disabilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The instructor treated me with courtesy and respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. I would feel comfortable seeking this instructor's help again.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**COMMENTS SECTION**

11. What specific changes could this instructor make to help future students succeed in this course?

12. List specific course activities that have helped you learn the most.

13. Other comments.

**Thank you for your participation.**



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Article 6 - Form I/FT

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Full-time Faculty Evaluation Student Consent Form for Observation of Faculty/Student Interaction

*The following faculty member, \_\_\_\_\_, is currently undergoing an evaluation process, and needs to be observed while performing professional duties, including individualized meetings with students. You have been chosen to participate as a student who may allow this observation to take place during your meeting today.*

*I, \_\_\_\_\_, extend to the Faculty Evaluation Team my permission to observe a meeting between me and \_\_\_\_\_ as it relates to his/her faculty evaluation. I understand that all information about me will be held in strict confidence, and that I am free to revoke this consent at any time.*

Permission to observe:

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

Permission denied or revoked:

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



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Article 6 - Form J/FT

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Full-time Faculty Evaluation Observation for Counseling/Non-Instruction Activity

Evaluatee	Evaluator
Type of Session	Date
<input type="checkbox"/> Mode A Year 1 <input type="checkbox"/> Mode A Year 2 <input type="checkbox"/> Mode A Year 3 <input type="checkbox"/> Mode A Year 4 <input type="checkbox"/> Mode B <input type="checkbox"/> Temporary Faculty <input type="checkbox"/> COF Faculty	

*The following items should be referred to objectively after observing the faculty member in the activity indicated above. In some circumstances observation will not include all of the items; at this time you should use the "Unable to Assess" choice.*

	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Structure and Goals:</b>						
1. Activity shows clear signs of planning and organization.	<input type="radio"/>					
2. Multiple informative elements (i.e. discussion, handouts, technology) are used, if appropriate.	<input type="radio"/>					
3. When multiple informative elements are used, they are effectively integrated.	<input type="radio"/>					
4. Time is used effectively.	<input type="radio"/>					
5. Faculty member maintains learning environment.	<input type="radio"/>					
6. Presentation is clear, and transitions between topics are effective.	<input type="radio"/>					
<b>Behaviors:</b>						
7. Delivery is effective and understandable.	<input type="radio"/>					
8. Faculty maintains effective eye contact.	<input type="radio"/>					
9. Oral delivery is clear and easy to follow.	<input type="radio"/>					
10. Rate and tone of oral delivery are effective.	<input type="radio"/>					
11. Faculty exhibits a poised demeanor.	<input type="radio"/>					
12. Faculty member is enthusiastic and excited about his/her professional assignment and content.	<input type="radio"/>					

J/FT Faculty Observation for Counseling/Non-Instructional Activity (continued)

	<b>Strongly Agree</b>	<b>Agree</b>	<b>Disagree</b>	<b>Strongly Disagree</b>	<b>Unable to Assess</b>	<b>Comments</b>
13. Language used is understandable and appropriate level for the student.	O	O	O	O	O	
<b>Faculty and Student Rapport:</b>						
14. Faculty member is approachable.	O	O	O	O	O	
15. Faculty treats student(s) equitably.	O	O	O	O	O	
16. Faculty member discusses academic needs, goals, information, and ideas with student(s).	O	O	O	O	O	
17. Questions are encouraged.	O	O	O	O	O	
18. Questions are answered clearly.	O	O	O	O	O	
19. Faculty member and student(s) demonstrate respect for each other.	O	O	O	O	O	
<b>Professional Expertise:</b>						
20. Faculty member demonstrates adequate, up-to-date knowledge of the topics discussed.	O	O	O	O	O	
21. Material is appropriate for setting and student level.	O	O	O	O	O	

22. What specific strengths did you identify in this faculty member?

23. Please list any specific changes needed to strengthen this faculty member's effectiveness.

24. List any other suggestions for improvement.

25. Other comments or suggestions?

J/FT Faculty Observation for Counseling/Non-Instructional Activity (continued)



***Overall Observation Assessment***

Satisfactory       Needs Improvement       Unsatisfactory

Evaluator's Signature	Date
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**Thank you for your participation.**



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Article 6 - Form K/FT

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Full-time Faculty Evaluation Student Evaluation for Counseling Faculty

Faculty's Name	Date
Faculty's Role	

Please fill out this brief, anonymous survey and return it to \_\_\_\_\_. Do not include your name and please do not fold this page.

**FILL IN THE ENTIRE CIRCLE THAT CORRESPONDS TO YOUR ANSWER FOR EACH QUESTION. ERASE MARKS**  
**Please indicate how much you agree or disagree with each of the following statements regarding today's counseling session.**

	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree	Not Applicable
1. The counselor is approachable.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The counselor conducted the session in a professional manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The counselor exhibited good communication and skills.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The counselor is organized.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The counselor is knowledgeable about programs, services, and transfer requirements.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The counselor demonstrates concern for me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The counselor helps me reach my educational goals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. I believe the counselor is concerned with my success.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The counselor treated me with courtesy and respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Information was provided in a clear and understandable manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. I would recommend this counselor to others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

12. In the space below, please add any relevant comments that you have regarding your experiences with this counselor.

**Thank you for your participation.**



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Article 6 - Form L/FT

- Bakersfield College
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## KCCD Full-time Faculty Evaluation Student Evaluation for Non-Instructional Faculty

Faculty's Name	Date
Faculty's Role	

*This is an anonymous form; do not write your name on it.*

*Please fill out this brief, anonymous survey and return it to \_\_\_\_\_*

In my experience this Faculty member:	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree	Don't Know
1. Conducted the session in a professional manner.	O	O	O	O	O	O
2. Exhibited good communication skills.	O	O	O	O	O	O
3. Demonstrated concern for me.	O	O	O	O	O	O
4. Provided information in a clear and understandable manner.	O	O	O	O	O	O
5. Demonstrated respect toward me.	O	O	O	O	O	O
6. Conducted the session in an organized and efficient manner.	O	O	O	O	O	O

7. What specific changes could this instructor make to help future students succeed?

8. List specific activities that have helped you the most.

9. Please share any other comments you may have.

**Thank you for your participation.**



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Article 6 - Form M/FT

- Bakersfield College
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## KCCD Full-time Faculty Evaluation Observation for Library Faculty

Evaluatee	Evaluator
Date	Check the activity below that was observed: <input type="checkbox"/> Student Interaction <input type="checkbox"/> Workshop <input type="checkbox"/> Orientation <input type="checkbox"/> Other _____

The following items should be referred to objectively after observing the faculty member in the activity indicated above. In some circumstances observation will not include all of the items; at this time you should use the "Unable to Assess" choice.

	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Reference assistance/one-on-one library instruction:</b>						
1. Determines student's research needs.	<input type="radio"/>					
2. Gives clear and thorough instructions.	<input type="radio"/>					
3. Demonstrates currency & knowledge of library resources.	<input type="radio"/>					
4. Uses appropriate sources.	<input type="radio"/>					
<b>Group instruction:</b>						
5. Presents material effectively using varied formats.	<input type="radio"/>					
6. Content is well organized.	<input type="radio"/>					
7. Material appropriate to group or assignment.	<input type="radio"/>					
<b>Interactions with students:</b>						
8. Approachable/friendly.	<input type="radio"/>					
9. Treats students with respect.	<input type="radio"/>					
10. Provides opportunity for questions and student engagement.	<input type="radio"/>					
11. Respects diverse cultural backgrounds and students with disabilities.	<input type="radio"/>					
<b>Professional assignments:</b>						
12. Completes assignments on schedule.	<input type="radio"/>					
13. Implements projects that contribute to library development (booklists, reclassification, etc.).	<input type="radio"/>					

M/FT Faculty Observation for Library Faculty (continued)

	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
14. Participates in collection development.	O	O	O	O	O	
15. Demonstrates currency and depth of knowledge in librarianship.	O	O	O	O	O	
16. Shares in departmental workload.	O	O	O	O	O	
17. Participates on campus committees and governance.	O	O	O	O	O	
18. Works with faculty in developing library activities.	O	O	O	O	O	
19. Acts as a library liaison to assigned departments.	O	O	O	O	O	
20. Participates in offsite activities that promote the library.	O	O	O	O	O	

21. What specific strengths did you identify in this faculty member?

22. Please list any specific changes needed to strengthen this faculty member's effectiveness.

23. List any other suggestions for improvement.

24. Other comments or suggestions?



**Overall Observation Assessment**

Satisfactory       Needs Improvement       Unsatisfactory

Evaluator's Signature	Date
-----------------------	------



**Thank you for your participation.**



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Article 6 - Form N/FT

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## KCCD Full-time Faculty Evaluation Student Evaluation for Library Faculty

Librarian's Name	Date
------------------	------

Please fill out this brief, anonymous survey and return it to \_\_\_\_\_

**Please indicate how much you agree or disagree with each of the following statements regarding your experience in the library.**

	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree	Don't Know
1. The librarian was helpful to me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Information was provided in a clear and understandable manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. I was satisfied with the service the librarian gave me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. I would ask for help from this librarian again.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The librarian was interested in explaining how to use the library resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. This experience has made me want to learn more about the library.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. I felt the librarian treated me with courtesy and respect	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

8. What did the librarian do that helped you?

9. What, if anything, could they have done to help you more?

**Thank you for your participation in this survey.**



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Article 6 - Form O/FT

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## Full-time Faculty Evaluation Faculty Director Evaluation

Evaluatee	Evaluator	Date
Evaluatee Job Title		

*Rate the performance for each responsibility identified with regard to the director's job description. In some circumstances the responsibility may not apply or you may not be able to assess it. In this circumstance, please rate the item as "Not Applicable/Unable to Assess."*

	Strongly Agree	Agree	Not Applicable/ Unable to Assess	Disagree	Strongly Disagree
<b>Leadership:</b>					
1. Serves as the primary communicator for the area of responsibility.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Encourages area faculty and staff participation in college governance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Maintains cooperative working relationships within the campus and community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Identifies student needs and recommends strategies for meeting identified needs, in collaboration with area faculty.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Develops and follows area procedures.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Encourages area participation in grant, special project, and categorical activities, where appropriate.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Conducts meetings for the area of responsibility as appropriate.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Curriculum and Programs:</b>					
8. Encourages and supports curriculum development and innovation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Coordinates the preparation and review of new course outlines and catalog information.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Implements curriculum review/renewal process.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Implements and participates in program review process.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. Develops area schedule.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

O/FT Faculty, Faculty Director Evaluation (continued)

	Strongly Agree	Agree	Not Applicable/ Unable to Assess	Disagree	Strongly Disagree
13. Participates in articulation.	O	O	O	O	O
14. Participates in Educational Master Plan development.	O	O	O	O	O
15. Monitors student enrollment and implements appropriate measures.	O	O	O	O	O
<b>Personnel:</b>					
16. Participates in recruiting and selecting area faculty and staff.	O	O	O	O	O
17. Coordinates area orientation for new faculty and staff.	O	O	O	O	O
18. Participates in area faculty evaluations.	O	O	O	O	O
19. Coordinates area adjunct faculty evaluations.	O	O	O	O	O
20. Participates in area staff evaluations.	O	O	O	O	O
21. Participates in the resolution of conflicts between faculty, staff, and students.	O	O	O	O	O
<b>Fiscal:</b>					
22. Develops area budget collaboratively.	O	O	O	O	O
23. Manages area budget.	O	O	O	O	O
24. Advocates for the area in the development of the college budget.	O	O	O	O	O
25. Advocate for funding from external agencies, where appropriate.					
<b>Administrative:</b>					
26. Works to promote area instructional and student services programs.	O	O	O	O	O
27. Ensures, where applicable, that advisory committees are formed, convened, and have appropriate community and college representation.	O	O	O	O	O
28. Monitors operations and physical resources.	O	O	O	O	O
29. Oversees inventory and equipment lists.	O	O	O	O	O
30. Meets prescribed faculty director timelines.	O	O	O	O	O
31. Meets prescribed timelines for reports to external agencies.	O	O	O	O	O

Please complete the open ended questions on the next page.

O/FT Faculty, Faculty Director Evaluation (continued)

32. What specific strengths did you identify in this faculty director?

33. Please list any specific changes needed to strengthen this faculty director's effectiveness.

34. List any other suggestions for improvement.

35. Other comments or suggestions?

**Overall Assessment**

Satisfactory       Needs Improvement       Unsatisfactory

Evaluator's Signature	Date
-----------------------	------

Thank you for your participation.



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Article 6 - Form P/FT

- Bakersfield College
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## KCCD Full-time Faculty Evaluation Faculty Service Survey

Faculty/Community <b>To:</b>	Leadership Position
<b>From:</b> Faculty Evaluation Committee	Date
<b>Subject:</b> Faculty Service Evaluation	
Evaluation of Faculty Service For	Dates of Services Beginning _____ Ending _____

*The faculty evaluation committee is currently evaluating \_\_\_\_\_. The evaluation committee would like to ask your help in assessing his/her contribution to the KCCD community from the unique perspective you provide in the capacity listed above. Responses in any or all of the following categories are optional. Please return this form to the person who sent it to you.  
 Thanks for your help!*

	Strongly agree	Agree	Disagree	Strongly disagree	Not Applicable
1. Attends meetings of the above group regularly	O	O	O	O	O
2. Contributes to the overall efficacy of the above group.	O	O	O	O	O
3. Deals in a professional manner with colleagues.	O	O	O	O	O

4. What positive contributions has this individual made?

5. What, if anything, could this person do to contribute more?

*Comments (feel free to attach additional comments)*

Signature	Date
Position	

**Thank you for your participation in this survey.**



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**Article 6 - Form Q/FT**

- Bakersfield College
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## KCCD Full-time Faculty Evaluation Administrative Assessment Review

Evaluatee				Date	
Department/Division/Area			Educational Administrator		
<input type="checkbox"/> Mode A Year 1		<input type="checkbox"/> Mode A Year 2		<input type="checkbox"/> Mode A Year 3	
<input type="checkbox"/> Mode B		<input type="checkbox"/> Temporary Faculty		<input type="checkbox"/> Mode A Year 4	
<input type="checkbox"/> COF Faculty					
Evaluation Categories	Satisfactory	Requires Improvement	Unsatisfactory	Remarks or suggestions for improvement (Required for any area evaluated as "Requires Improvement" or "Unsatisfactory")	
A. Adheres to district & campus policies					
B. Makes self available to students and colleagues					
C. Communicates with students and staff in a professional manner					
D. Is prompt and timely regarding meetings, deadlines and responsiveness to others					
E. Participates in department and campus activities					
F. (For applicable programs only) Complies with any vocational or licensing board mandates.					
GENERAL COMMENTS:					
Educational Administrator's Signature				Date	
Title					



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Article 6 - Form R-1/FT

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### KCCD Full-time Faculty Evaluation Mode A Remediation Plan

Faculty Member's Name	Date
Assigned Department/Program	

Enumerated Deficiencies:

Remediation Plan and Timeline:

Measures for determining performance improvement:

List the agreed upon evaluation instruments to be used.

- Student Evaluation
- Peer or Administrative Observation
- Other (specify) \_\_\_\_\_

Committee Signatures (developed in consultation with committee and evaluatee)			
Faculty Chair	Date	Faculty Evaluator ( <i>department/division chosen</i> )	Date
Faculty Evaluator ( <i>evaluatee chosen</i> )	Date	Educational Administrator	Date
<i>I certify that this remediation plan has been discussed with me and that I am aware it will be placed in my official personnel file. I understand my signature does not necessarily indicate agreement. I also understand I have ten (10) working days to respond to any material in this report and that my response will be attached to this report.</i>			
Evaluatee Signature	Date	Comments	



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Article 6 - Form R-2/FT

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## KCCD Full-time Faculty Evaluation Mode A Remediation Plan Report

Summarize the evidence from the remediation plan.

Committee Recommendation upon conclusion

- Retain due to successful remediation
- Terminate

**Committee Signatures**

Faculty Chair Signature	Date	Faculty Evaluator <i>(department/division chosen)</i>	Date
Faculty Evaluator Signature <i>(evaluee chosen)</i>	Date		
Educational Administrator	Date		
<i>I certify that this report has been discussed with me and that I am aware it will be placed in my official personnel file. I understand my signature does not necessarily indicate agreement. I also understand I have ten (10) working days to respond to any material in this report and that my response will be attached to this report.</i>			
Evaluee Signature	Date	Comments	
Educational Administrator Signature	Date	Comments	
College President or Designee Signature	Date	<b>Comments</b>	
Chancellor/Designee Signature	Date	<b>Comments</b>	



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Article 6 - Form S-1/FT

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## KCCD Full-time Faculty Evaluation Mode C Remediation Plan

Faculty Member's Name	Date
Assigned Department/Program	

Enumerated Deficiencies:

---

Remediation Plan and Timeline:

---

Measures for determining performance improvement:

---

List the agreed upon evaluation instruments to be used.

- Student Evaluation
- Peer or Administrative Observation
- Other (specify) \_\_\_\_\_

**Committee Signatures (developed in consultation with committee and evaluatee)**

Faculty Chair	Date	Faculty Evaluator ( <i>faculty chair chosen</i> )	Date
Faculty Evaluator ( <i>evaluatee chosen</i> )	Date	Evaluatee	Date
Educational Administrator	Date	Approval of Plan by the Vice President	Date



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Article 6 - Form S-2/FT

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## KCCD Full-time Faculty Evaluation Mode C Remediation Plan Report

Summarize the evidence from the remediation plan.

Committee Recommendation upon conclusion

- Retain due to successful remediation**
- Terminate**

**Committee Signatures**

Faculty Chair	Date	Faculty Evaluator <i>(faculty chair chosen)</i>	Date
Faculty Evaluator <i>(evaluee chosen)</i>	Date		
Educational Administrator	Date	Approval of Plan by Vice President	Date

*I certify that this report has been discussed with me and that I am aware it will be placed in my official personnel file. I understand my signature does not necessarily indicate agreement. I also understand I have ten (10) working days to respond to any material in this report and that my response will be attached to this report.*

Evaluatee Signature	Date	Comments
Educational Administrator Signature	Date	Comments
College President or Designee Signature	Date	Comments
Chancellor/Designee Signature	Date	Comments

## **ARTICLE SEVEN - EVALUATION OF ADJUNCT FACULTY**

(This article applies to adjunct faculty only.)

### **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.

## Article 7 (continued)

### 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:

First semester adjunct faculty members will be evaluated during their first semester assigned at a college (designated as ADJ-1) and again one to two semesters later (ADJ-2), based on the decision of the committee. Upon completion of the second evaluation, the adjunct faculty member will be designated as ADJ-3. A “satisfactory” evaluation rating after the second evaluation or any future evaluations results in placement on an ongoing three year evaluation cycle. A “needs improvement” evaluation rating on any evaluation results in another evaluation the following semester.

During an evaluation, student evaluations will occur in every section taught by an adjunct faculty member. Peer observations will occur in every section taught by ADJ-1 and ADJ-2 faculty. Peer observations for ADJ-3 faculty will occur in one section, mutually agreed upon by the adjunct faculty member and the faculty chair/designee. The evaluation will optimally occur between weeks 5-8 in semester length courses. In courses that run less than a full semester, the evaluation will 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.

### Article 7 (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 and ADJ-2, observations 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. (Form Q/ADJ.)
  - 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. (Form P/ADJ; 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.

## Article 7 (continued)

- c. Unsatisfactory: In the case of an evaluation report of “unsatisfactory,” the adjunct 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 will:
  - 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) will:
  - 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) will:
  - 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

Article 7 (continued):

- b. Evaluatee will:
- Provide his/her Faculty Chair with the following prior to the observations:
    - Syllabi, including grading procedures, for courses taught in the current semester
    - Samples of assignments/assessment activities for each learning environment that will be evaluated
  - 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
- 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.

# Article Seven Appendix

## Article Seven Appendix

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## Checklist of Adjunct Faculty Evaluation Guidelines and Forms

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

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

Below is a checklist of the additional forms that should 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 - On-line

- C/ADJ: Materials Review and On-line instruction Observation
- F/ADJ: Student Evaluation for On-line 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

### 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



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Article 7 - Form A/ADJ

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### Adjunct Faculty Evaluation Cover Sheet

Name of Faculty Member			Year _____ <input type="checkbox"/> Fall <input type="checkbox"/> Spring
Department/Division/Program Area			Total Number of Pages (including cover sheet)
<input type="checkbox"/> ADJ-1	<input type="checkbox"/> ADJ-2	<input type="checkbox"/> ADJ-3	<input type="checkbox"/> Special
			<input type="checkbox"/> Follow-up evaluation (due to rating of "needs improvement" in previous semester)
<b>Committee Commendation: Recommended as a model for other faculty in the following area(s).</b>			
<input type="checkbox"/> Discipline Knowledge <input type="checkbox"/> Effective Teaching Methods <input type="checkbox"/> Effective Use of Technology <input type="checkbox"/> Institutional Participation		<input type="checkbox"/> Facilitating the Learning Environment <input type="checkbox"/> Student Advisement/Counseling <input type="checkbox"/> Special Student Needs <input type="checkbox"/> Other _____	
<b>Performance Summary</b>			
<input type="checkbox"/> Satisfactory		<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>Committee Member</b>			
Faculty Chair/designee ( <i>print</i> )		( <i>Signature</i> )	Date
Additional Faculty (Chair chosen, if appropriate) ( <i>print</i> )		( <i>Signature</i> )	Date
Faculty (evaluee chosen, if appropriate) ( <i>print</i> )		( <i>Signature</i> )	Date
Educational Administrator ( <i>print</i> )		( <i>Signature</i> )	Date
<p><i>I certify that this report has been discussed with me and that I am aware it will be placed in my official personnel file. I understand my signature does not necessarily indicate agreement. I also understand I have ten (10) working days to respond to any material in this report and that my response will be attached to this report.</i></p>			
Evaluated's Signature		Date	Comments
<b>Evaluation Packet Contents</b>			
Please include, in order: <input type="checkbox"/> Evaluation Committee Summary <input type="checkbox"/> Observations by Peers and Supervisor <input type="checkbox"/> Student Evaluations		<input type="checkbox"/> Administrative Assessment <input type="checkbox"/> Faculty Service Surveys <input type="checkbox"/> Other _____	
Vice President's Signature		Date	Comments



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Article 7 - Form B/ADJ

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## KCCD Adjunct Faculty Evaluation Materials Review and Classroom Instruction Observation

Evaluee		Evaluator	
Course	CRN	Date	
Topic for the Day			

**Materials Review**  
*The evaluee will provide the class materials to the evaluators.*

*Each evaluator should review a different class syllabus and samples of class materials (where applicable) using the criteria below. Evaluators should review the curriculum document of record relevant to the course materials. The following items should be referred to objectively.*

Materials Review:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Course Organization:</b>						
1. The syllabus describes the course content.	O	O	O	O	O	
2. The syllabus includes an outline or calendar of topics to be covered, in a logical sequence.	O	O	O	O	O	
3. Time given to course topics and assignments is appropriate.	O	O	O	O	O	
4. The syllabus effectively describes student assignments, grading criteria, course policies.	O	O	O	O	O	
5. The faculty member's expectations and policies are appropriate for the course level.	O	O	O	O	O	
6. The syllabus states availability of accommodations for students with disabilities.	O	O	O	O	O	
7. The assignments and assessment activities reflect course goals.	O	O	O	O	O	

**Summary Comments of Materials Review:**

B/ADJ Faculty Materials Review and Classroom Instruction Observation (continued)

Classroom Instruction Observation

*Each evaluator should observe a class session and evaluate the following aspects of the learning environment. The following items should be referred to objectively during the observation. If the observation does not include all of the items use the "Unable to Assess" item.*

Classroom Instruction Observation:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Structure and Goals:</b>						
1. Activity shows clear signs of planning and organization.	<input type="radio"/>					
2. Multiple instructional elements (e.g. lecture, handouts, technology) are used, if appropriate.	<input type="radio"/>					
3. When multiple instructional elements are used, they are effectively integrated.	<input type="radio"/>					
4. Class time is used effectively.	<input type="radio"/>					
5. Faculty creates a learning environment.	<input type="radio"/>					
6. Presentation is clear, and transitions between topics are effective.	<input type="radio"/>					
<b>Behaviors:</b>						
7. Delivery is effective and understandable.	<input type="radio"/>					
8. Faculty maintains effective eye contact.	<input type="radio"/>					
9. Oral delivery is clear and easy to follow.	<input type="radio"/>					
10. Rate and tone of oral delivery are effective.	<input type="radio"/>					
11. Faculty exhibits a poised demeanor.	<input type="radio"/>					
12. Faculty is enthusiastic about course content.	<input type="radio"/>					
13. Language used is understandable and at the appropriate level for the course.	<input type="radio"/>					
<b>Faculty and Student Rapport:</b>						
14. Faculty treats students equitably.	<input type="radio"/>					
15. Students are attentive.	<input type="radio"/>					
16. Questions are encouraged.	<input type="radio"/>					
17. Questions are answered clearly.	<input type="radio"/>					
18. Faculty and students demonstrate respect for each other.	<input type="radio"/>					

B/ADJ Faculty Materials Review and Classroom Instruction Observation (continued)

Classroom Instruction Observation:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Professional Expertise:</b>						
19. Faculty demonstrates adequate and up-to-date knowledge of the topics presented.	O	O	O	O	O	
20. Material is appropriate for setting and course level.	O	O	O	O	O	

21. What specific strengths did you identify in this instructor?

22. Please list any specific changes needed to strengthen this instructor's effectiveness.

23. List any other suggestions for improvement.

24. Other comments or suggestions?



Materials Review and Classroom Instruction Observation Assessment

Satisfactory       Needs Improvement       Unsatisfactory

Evaluator's Signature	Date
-----------------------	------



**Thank you for your participation.**



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Article 7 - Form B2/ADJ

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## KCCD Adjunct Faculty Evaluation Observation for Clinical Instruction

(Registered Nursing, Vocational Nursing, Nurse Assistant, Radiologic Technology, Psychiatric Technician and  
 Emergency Medical Technician-1 Programs)

Evaluatee		Evaluator	
Course	CRN	Date	
Topic for the Day			

*Please observe a class session and evaluate the following aspects of the learning environment. The following items should be referred to objectively during the observation. In some circumstances observation will not include all of the items; at this time you should use the "Unable to Assess" choice.*

	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Structure and Goals:</b>						
1. Activity shows clear signs of planning and organization.	<input type="radio"/>					
2. Class time is used effectively.	<input type="radio"/>					
3. Faculty creates a learning environment.	<input type="radio"/>					
<b>Behaviors:</b>						
4. Communication is effective and understandable.	<input type="radio"/>					
5. Faculty maintains effective eye contact.	<input type="radio"/>					
6. Faculty exhibits a poised demeanor.	<input type="radio"/>					
7. Faculty handles difficult situations appropriately.						
8. Faculty is enthusiastic about course content.	<input type="radio"/>					
9. Interaction with the student is at the appropriate level for the course.	<input type="radio"/>					
<b>Faculty and Student Rapport:</b>						
10. Faculty treats students equitably.	<input type="radio"/>					
11. Students are attentive.	<input type="radio"/>					
12. Questions are encouraged.	<input type="radio"/>					
13. Questions are answered clearly.	<input type="radio"/>					
14. Faculty and students demonstrate respect for each other.	<input type="radio"/>					

B2/ADJ Faculty Observation for Clinical Instruction (continued)

	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Professional Expertise:</b>						
15. Faculty demonstrates adequate and up-to-date knowledge of the topics presented.	○	○	○	○	○	
16. Material is appropriate for setting and course level.	○	○	○	○	○	
17. Faculty serves as a positive role model in the clinical setting.	○	○	○	○	○	
18. Faculty follows course syllabi and program policies.	○	○	○	○	○	

19. What specific strengths did you identify in this instructor?

20. Please list any specific changes needed to strengthen this instructor's effectiveness.

21. List any other suggestions for improvement.

22. Other comments or suggestions?



Observation Assessment

Satisfactory       Needs Improvement       Unsatisfactory

Evaluator's Signature	Date
-----------------------	------



**Thank you for your participation.**



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Article 7 - Form C/ADJ

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## KCCD Adjunct Faculty Evaluation Materials Review and On-line Instruction Observation

Evaluatee		Evaluator	
Course	CRN	Date	
Topic for the Day			

**Materials Review**  
 The evaluatee will provide the class materials to the evaluators.

Each evaluator should review a different class syllabus and samples of class materials (where applicable) using the criteria below. Evaluators should review the curriculum document of record relevant to the course materials. The following items should be referred to objectively.

Materials Review:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Course Organization:</b>						
1. The syllabus describes the course content.	<input type="radio"/>					
2. The syllabus includes an outline or calendar of topics to be covered, in a logical sequence.	<input type="radio"/>					
3. Time given to course topics and assignments is appropriate.	<input type="radio"/>					
4. The syllabus effectively describes student assignments, grading criteria, course policies.	<input type="radio"/>					
5. The faculty member's expectations and policies are appropriate for the course level.	<input type="radio"/>					
6. The syllabus states availability of accommodations for students with disabilities.	<input type="radio"/>					
7. The assignments and assessment activities reflect course goals.	<input type="radio"/>					

**Summary Comments of Materials Review:**

C/ADJ Faculty Materials Review and On-line Instruction Observation (continued)

Online Instruction Observation

*Each evaluator should observe the course web site and evaluate the following aspects of the learning environment. The following items should be referred to objectively during the observation. If the observation does not include all of the items, use the "Unable to Assess" item.*

Online Instruction Observation:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Structure and Goals:</b>						
1. Site materials show clear signs of planning and organization.	<input type="radio"/>					
2. Site contains multiple instructional elements (text, graphics, links, media, chat)	<input type="radio"/>					
3. The site materials are easy to navigate.	<input type="radio"/>					
4. Content is presented in an effective, understandable manner.	<input type="radio"/>					
<b>Behaviors:</b>						
5. Content delivery is clear and easy to follow.	<input type="radio"/>					
6. Language used is understandable and at appropriate level for the student.	<input type="radio"/>					
<b>Faculty and Student Rapport:</b>						
7. Faculty treats students equitably.	<input type="radio"/>					
8. Faculty provides adequate opportunity for communication with students.	<input type="radio"/>					
9. The faculty member has offered course materials in a way that offers reasonable accommodation to students with disabilities.	<input type="radio"/>					
<b>Professional Expertise:</b>						
10. Faculty demonstrates adequate, up-to-date, knowledge of the topics presented.	<input type="radio"/>					
11. Material is appropriate for setting and course level.	<input type="radio"/>					
12. Site materials utilize appropriate vocabulary and grammar.	<input type="radio"/>					

13. What specific strengths did you identify in this instructor?

14. Please list any specific changes needed to strengthen this instructor's effectiveness.

C/ADJ Faculty Materials Review and On-line Instruction Observation (continued)

15. List any other suggestions for improvement.

16. Other comments or suggestions?



Materials Review and On-line Instruction Observation Assessment

Satisfactory       Needs Improvement       Unsatisfactory

Evaluator's Signature	Date
-----------------------	------



**Thank you for your participation.**



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Article 7 - Form E/ADJ

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## KCCD Adjunct Faculty Evaluation

### Student Evaluation for Instructional Faculty

Instructor's Name		
Course	CRN	Date

This information is confidential and your responses will be anonymous. *FILL IN THE ENTIRE CIRCLE THAT CORRESPONDS TO YOUR ANSWER FOR EACH QUESTION. ERASE MARKS COMPLETELY TO MAKE A CHANGE.*

	Strongly Agree	Agree	Neither agree nor Disagree	Disagree	Strongly Disagree	Not Applicable
1. The instructor's syllabus explains course objectives and grading criteria.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The instructor clearly states the course expectations and student responsibilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The instructor clearly communicates dates and directions for assignments and tests.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The instructor demonstrates knowledge of the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The instructor encourages questions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The instructor answers questions effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor encourages participation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor is enthusiastic about the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The instructor encourages creative and/or critical thinking.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. The instructor creates a positive environment for learning.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The instructor uses technology that is appropriate for this type of course.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The instructor presents material in a variety of ways.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. The instructor explains concepts clearly and effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The instructor encourages me to be responsible for my own learning.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. The instructor grades the assignments for all students in a fair and consistent manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. The instructor returns exams and assignments in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. The instructor provides useful feedback on exams and assignments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

E/ADJ Faculty Student Evaluation for Instructional Faculty (continued)

	Strongly Agree	Agree	Neither agree nor Disagree	Disagree	Strongly Disagree	Not Applicable
18. The instructor treats me courteously and fairly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. The instructor demonstrates respect for individuals, regardless of their cultural background, ethnicity, race, gender, religion, disability, age, sexual orientation, or socioeconomic status.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. I would recommend this instructor to other students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Compared to courses you have taken here, or at other colleges, rate the following items in this course with regard to:</b>	<b>Much higher than other courses</b>	<b>Higher than other courses</b>	<b>The same as other courses</b>	<b>Lower than other courses</b>	<b>Much lower than other courses</b>	<b>No other college courses completed</b>
21. Expectations for student work are:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22. Quality of instructor feedback is:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

COMMENTS SECTION

23. What specific changes could this instructor make to help future students succeed in this course?

24. List specific course activities that have helped you learn the most.

25. Other comments?

**Thank you for your participation.**



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Article 7 - Form E2/ADJ

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**KCCD Adjunct Faculty Evaluation**  
**Student Evaluation for Clinical Instructional Faculty**  
 (Registered Nursing, Vocational Nursing, Nurse Assistant, Radiologic Technology, Psychiatric Technician,  
 and Emergency Medical Technician-1 Programs)

Instructor's Name		
Course	CRN	Date

This information is confidential and your responses will be anonymous. *FILL IN THE ENTIRE CIRCLE THAT CORRESPONDS TO YOUR ANSWER FOR EACH QUESTION. ERASE MARKS COMPLETELY TO MAKE A CHANGE.*

	Strongly Agree	Agree	Neither agree nor Disagree	Disagree	Strongly Disagree	Not Applicable
1. The instructor's clinical materials explains clinic objectives and grading criteria.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The instructor is familiar with the content of the course						
3. The instructor clearly states the clinical expectations and student responsibilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The instructor clearly communicates dates and directions for assignments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The instructor demonstrates knowledge of the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The instructor answers questions effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor encourages participation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor is enthusiastic about the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The instructor encourages students to ask questions and to express their ideas.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. The instructor creates a positive environment for learning.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The instructor uses technology that is appropriate for the clinical setting.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The instructor explains concepts clearly and effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. The instructor encourages me to be responsible for my own learning.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The instructor grades the assignments for all students in a fair and consistent manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. The instructor returns assignments in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. The instructor provides useful feedback on assignments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

E2/ADJ Faculty Student Evaluation for Clinical Instructional Faculty

	<b>Strongly Agree</b>	<b>Agree</b>	<b>Neither agree nor Disagree</b>	<b>Disagree</b>	<b>Strongly Disagree</b>	<b>Not Applicable</b>
17. The instructor treats me courteously and fairly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. The instructor demonstrates respect for individuals, regardless of their cultural background, ethnicity, race, gender, religion, disability, age, sexual orientation, or socioeconomic status.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. I would recommend this instructor to other students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Compared to courses you have taken here, or at other colleges, rate the following items in this course with regard to:</b>	<b>Much higher than other courses</b>	<b>Higher than other courses</b>	<b>The same as other courses</b>	<b>Lower than other courses</b>	<b>Much lower than other courses</b>	<b>No other college courses completed</b>
20. Expectations for student work are:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. Quality of instructor feedback is:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**COMMENTS SECTION**

22. List specific changes this instructor could make to help future students succeed in this course.

23. List specific clinical activities that have helped you learn the most.

24. Other comments?

**Thank you for your participation.**



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Article 7 - Form F/ADJ

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Adjunct Faculty Evaluation Student Evaluation for On Line Instructional Faculty

Instructor's Name		
Course	CRN	Date

This information is confidential and your responses will be anonymous. Your student identification number will not be submitted with the form, it is only a check to confirm that you are a student in the class.

*SELECT THE CIRCLE THAT CORRESPONDS TO YOUR ANSWER FOR EACH QUESTION.*

	Strongly Agree	Agree	Neither agree nor Disagree	Disagree	Strongly Disagree	Not Applicable
1. The instructor's syllabus adequately explains course objectives and grading criteria.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The instructor clearly states the course expectations and student responsibilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The instructor clearly communicates dates and directions for assignments and tests.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The instructor demonstrates knowledge of the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The instructor encourages questions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The instructor answers questions effectively	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor encourages participation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor is enthusiastic about the subject.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The instructor encourages creative and/or critical thinking.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. The instructor creates a positive environment for learning.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The instructor uses technology that is appropriate for this type of course.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The instructor presents material in a variety of ways.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. The instructor explains concepts clearly and effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The instructor encourages me to be responsible for my own learning.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. The instructor grades the assignments for all students in a fair and consistent manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. The instructor returns exams and assignments in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. The instructor provides useful feedback on exams and assignments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

F/ADJ Faculty Student Evaluation for On-Line Instructional Faculty (continued)

	Strongly Agree	Agree	Neither agree nor Disagree	Disagree	Strongly Disagree	Not Applicable
18. The instructor treats me courteously and fairly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. The instructor demonstrates respect for individuals, regardless of their cultural background, ethnicity, race, gender, religion, disability, age, sexual orientation, or socioeconomic status.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. The course web pages are easy to navigate.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. The instructor answered my questions in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22. I would recommend this instructor to other students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Compared to courses you have taken here, or at other colleges, rate the following items in this course with regard to:</b>	<b>Much Higher than other courses</b>	<b>Higher than other courses</b>	<b>The same as other courses</b>	<b>Lower than other courses</b>	<b>Much Lower than other courses</b>	<b>No other college courses completed</b>
23. Expectations for student work:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
24. Quality of instructor feedback is:	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

COMMENTS SECTION

25. What specific changes could this instructor make to help future students succeed in this course?

26. List specific course activities that have helped you learn the most.

27. Other comments.

**Thank you for your participation.**



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Article 7 - Form G/ADJ

- Bakersfield College
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## KCCD Adjunct Faculty Evaluation Materials Review and Open Lab Activity Observation

Evaluatee	Evaluator	
Type of Session	Date	

Choose One:

- This faculty member **is not** responsible for development of course materials (Skip Materials Review section)
- This faculty member **is** responsible for development of course materials (Complete Materials Review section)

### Materials Review

*The evaluatee will provide the class materials to the evaluators.*

*Each evaluator should review a different class syllabus and samples of class materials (where applicable) using the criteria below. Evaluators should review the curriculum document of record relevant to the course materials. The following items should be referred to objectively.*

Materials Review:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Course Organization:</b>						
1. The syllabus describes the course content.	<input type="radio"/>					
2. The syllabus includes an outline or calendar of topics to be covered, in a logical sequence.	<input type="radio"/>					
3. Time given to course topics and assignments is appropriate.	<input type="radio"/>					
4. The syllabus effectively describes student assignments, grading criteria, course policies.	<input type="radio"/>					
5. The faculty member's expectations and policies are appropriate for the course level.	<input type="radio"/>					
6. The syllabus states availability of accommodations for students with disabilities.	<input type="radio"/>					
7. The assignments and assessment activities reflect course goals.	<input type="radio"/>					

**Summary Comments of Materials Review:**

G/ADJ Faculty Materials Review and Open Lab Activity Observation (continued)

Open Lab Activity Observation

*The following items should be referred to objectively during the observation. If the observation does not include all of the items, use the "Unable to Assess item."*

<b>Open Lab Activity Observation:</b>	<b>Strongly Agree</b>	<b>Agree</b>	<b>Disagree</b>	<b>Strongly Disagree</b>	<b>Unable to Assess</b>	<b>Comments</b>
<b>Structure and Goals:</b>						
1. Activity shows clear signs of planning and organization.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
2. Multiple informative elements (i.e.. discussion, handouts, technology) are used, if appropriate.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
3. When multiple informative elements are used, they are effectively integrated.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
4. Time is used effectively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
5. Faculty member maintains learning environment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
6. Presentation is clear, and transitions between topics are effective.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
<b>Behaviors:</b>						
7. Delivery is effective and understandable.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
8. Faculty maintains effective eye contact.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
9. Oral delivery is clear and easy to follow.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
10. Rate and tone of oral delivery are effective.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
11. Faculty exhibits a poised demeanor.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	
12. Faculty member is enthusiastic and excited about his/her professional assignment and content.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

G/ADJ Faculty Materials Review and Open Lab Activity Observation (continued)

Open Lab Activity Observation:	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
13. Language used is understandable and appropriate level for the student.	<input type="radio"/>					
<b>Faculty and Student Rapport:</b>						
14. Faculty member is approachable.	<input type="radio"/>					
15. Faculty treats students equitably.	<input type="radio"/>					
16. Questions are encouraged.	<input type="radio"/>					
17. Questions are answered clearly.	<input type="radio"/>					
18. Faculty member and student(s) demonstrate respect for each other.	<input type="radio"/>					
<b>Professional Expertise:</b>						
19. Faculty member demonstrates adequate, up-to-date knowledge of the topics discussed.	<input type="radio"/>					
20. Material is appropriate for setting and student level.	<input type="radio"/>					

21. What specific strengths did you identify in this faculty member?

22. Please list any specific changes needed to strengthen this faculty member's effectiveness.

23. List any other suggestions for improvement.

24. Other comments or suggestions?

G/ADJ Faculty Materials Review and Open Lab Activity Observation (continued)



Materials Review and Open Lab Activity Observation Assessment

Satisfactory       Needs Improvement       Unsatisfactory

Evaluator's Signature	Date
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**Thank you for your participation.**



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Article 7 - Form H/ADJ

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## KCCD Adjunct Faculty Evaluation Student Evaluation for Open Lab Faculty

Instructor's Name		
Course	CRN	Date

*Please fill out this brief, anonymous survey and return to \_\_\_\_\_  
 This information is confidential and your responses will be anonymous. FILL IN THE ENTIRE CIRCLE THAT CORRESPONDS TO YOUR ANSWER FOR EACH QUESTION. ERASE MARKS COMPLETELY TO MAKE A CHANGE.*

	Strongly Agree	Agree	Neither Agree Nor Disagree	Disagree	Strongly Disagree	Not applicable
1. The instructor was familiar with the content of the course in which I am enrolled.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The instructor exhibited good communication and listening skills.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The instructor used sufficient examples to help get the points across.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The instructor emphasized points in a way that will help me remember them.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The instructor encouraged questions and answered them clearly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The instructor provided information in a clear and understandable manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The instructor offered alternative learning methods to help me meet the course goals when appropriate.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The instructor respects diverse cultural backgrounds and students with disabilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The instructor treated me with courtesy and respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. I would feel comfortable seeking this instructor's help again.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**COMMENTS SECTION**

11. What specific changes could this instructor make to help future students succeed in this course?

12. List specific course activities that have helped you learn the most.

13. Other comments.

**Thank you for your participation.**



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Article 7 - Form I/ADJ

- Bakersfield College
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## KCCD Adjunct Faculty Evaluation Student Consent Form for Observation of Faculty/Student Interaction

*The following adjunct faculty member, \_\_\_\_\_, is currently undergoing an evaluation process, and needs to be observed while performing professional duties, including individualized meetings with students. You have been chosen to participate as a student who may allow this observation to take place during your meeting today.*

*I, \_\_\_\_\_, extend to the Adjunct Faculty Evaluation Team my permission to observe a meeting between me and \_\_\_\_\_ as it relates to his/her adjunct faculty evaluation. I understand that all information about me will be held in strict confidence, and that I am free to revoke this consent at any time.*

Permission to observe:

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

Permission denied or revoked:

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



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Article 7 - Form J/ADJ

- Bakersfield College
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## KCCD Adjunct Faculty Evaluation Observation for Counseling/Non-Instruction Activity

Evaluatee	Evaluator
Type of Session	Date

*The following items should be referred to objectively after observing the faculty member in the activity indicated above. In some circumstances observation will not include all of the items; at this time you should use the "Unable to Assess" choice.*

	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Structure and Goals:</b>						
1. Activity shows clear signs of planning and organization.	O	O	O	O	O	
2. Multiple informative elements (i.e., discussion, handouts, technology) are used, if appropriate.	O	O	O	O	O	
3. When multiple informative elements are used, they are effectively integrated.	O	O	O	O	O	
4. Time is used effectively.	O	O	O	O	O	
5. Faculty member maintains learning environment.	O	O	O	O	O	
6. Presentation is clear, and transitions between topics are effective.	O	O	O	O	O	
<b>Behaviors:</b>						
7. Delivery is effective and understandable.	O	O	O	O	O	
8. Faculty maintains effective eye contact.	O	O	O	O	O	
9. Oral delivery is clear and easy to follow.	O	O	O	O	O	
10. Rate and tone of oral delivery are effective.	O	O	O	O	O	
11. Faculty exhibits a poised demeanor.	O	O	O	O	O	
12. Faculty member is enthusiastic and excited about his/her professional assignment and content.	O	O	O	O	O	

J/ADJ Faculty Observation for Counseling/Non-Instructional Activity (continued)

	<b>Strongly Agree</b>	<b>Agree</b>	<b>Disagree</b>	<b>Strongly Disagree</b>	<b>Unable to Assess</b>	<b>Comments</b>
13. Language used is understandable and appropriate level for the student.	O	O	O	O	O	
<b>Faculty and Student Rapport:</b>						
14. Faculty member is approachable.	O	O	O	O	O	
15. Faculty treats student(s) equitably.	O	O	O	O	O	
16. Faculty member discusses academic needs, goals, information, and ideas with student(s).	O	O	O	O	O	
17. Questions are encouraged.	O	O	O	O	O	
18. Questions are answered clearly.	O	O	O	O	O	
19. Faculty member and student(s) demonstrate respect for each other.	O	O	O	O	O	
<b>Professional Expertise:</b>						
20. Faculty member demonstrates adequate, up-to-date knowledge of the topics discussed.	O	O	O	O	O	
21. Material is appropriate for setting and student level.	O	O	O	O	O	

22. What specific strengths did you identify in this faculty member?

23. Please list any specific changes needed to strengthen this faculty member's effectiveness.

24. List any other suggestions for improvement.

24. Other comments or suggestions?

J/ADJ Faculty Observation for Counseling/Non-Instructional Activity (continued)



***Overall Observation Assessment***

Satisfactory

Needs Improvement

Unsatisfactory

Evaluator's Signature	Date
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**Thank you for your participation.**



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Article 7 - Form K/ADJ

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Adjunct Faculty Evaluation Student Evaluation for Counseling Faculty

Faculty's Name	Date
Faculty's Role	

Please fill out this brief, anonymous survey and return it to \_\_\_\_\_ . Do not include your name and please do not fold this page.

***FILL IN THE ENTIRE CIRCLE THAT CORRESPONDS TO YOUR ANSWER FOR EACH QUESTION. ERASE MARKS***  
**Please indicate how much you agree or disagree with each of the following statements regarding today's counseling session.**

	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree	Not Applicable
1. The counselor is approachable.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The counselor conducted the session in a professional manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The counselor exhibited good communication and skills.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The counselor is organized.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The counselor is knowledgeable about programs, services, and transfer requirements.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The counselor demonstrates concern for me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The counselor helps me reach my educational goals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. I believe the counselor is concerned with my success.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The counselor treated me with courtesy and respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Information was provided in a clear and understandable manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. I would recommend this counselor to others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

12. In the space below, please add any relevant comments that you have regarding your experiences with this counselor.

**Thank you for your participation.**



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Article 7 - Form L/ADJ

- Bakersfield College
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## KCCD Adjunct Faculty Evaluation Student Evaluation for Non-Instructional Faculty

Faculty's Name	Date
Faculty's Role	

*This is an anonymous form, do not write your name on it.*

*Please fill out this brief, anonymous survey and return it to \_\_\_\_\_*

In my experience this Faculty member:	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree	Don't Know
1. Conducted the session in a professional manner.	O	O	O	O	O	O
2. Exhibited good communication skills.	O	O	O	O	O	O
3. Demonstrated concern for me.	O	O	O	O	O	O
4. Provided information in a clear and understandable manner.	O	O	O	O	O	O
5. Demonstrated respect toward me.	O	O	O	O	O	O
6. Conducted the session in an organized and efficient manner.	O	O	O	O	O	O

7. What specific changes could this instructor make to help future students succeed?

8. List specific activities that have helped you the most.

9. Please share any other comments you may have.

**Thank you for your participation.**



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Article 7 - Form M/ADJ

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Adjunct Faculty Evaluation Observation for Library Faculty

Evaluatee	Evaluator
Date	Check the activity below that was observed: <input type="checkbox"/> Student Interaction <input type="checkbox"/> Workshop <input type="checkbox"/> Orientation <input type="checkbox"/> Other _____

The following items should be referred to objectively after observing the faculty member in the activity indicated above. In some circumstances observation will not include all of the items; at this time you should use the "Unable to Assess" choice.

	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
<b>Reference assistance/one-on-one library instruction:</b>						
1. Determines student's research needs.	<input type="radio"/>					
2. Gives clear and thorough instructions.	<input type="radio"/>					
3. Demonstrates currency & knowledge of library resources.	<input type="radio"/>					
4. Uses appropriate sources.	<input type="radio"/>					
<b>Group instruction:</b>						
5. Presents material effectively using varied formats.	<input type="radio"/>					
6. Content is well organized.	<input type="radio"/>					
7. Material appropriate to group or assignment.	<input type="radio"/>					
<b>Interactions with students:</b>						
8. Approachable/friendly.	<input type="radio"/>					
9. Treats students with respect.	<input type="radio"/>					
10. Provides opportunity for questions and student engagement.	<input type="radio"/>					
11. Respects diverse cultural backgrounds and students with disabilities.	<input type="radio"/>					
<b>Professional assignments:</b>						
12. Completes assignments on schedule.	<input type="radio"/>					
13. Implements projects that contribute to library development (booklists, reclassification, etc.).	<input type="radio"/>					

M/ADJ Faculty Observation for Library Faculty (continued)

	Strongly Agree	Agree	Disagree	Strongly Disagree	Unable to Assess	Comments
14. Participates in collection development.	O	O	O	O	O	
15. Demonstrates currency and depth of knowledge in librarianship.	O	O	O	O	O	
16. Shares in departmental workload.	O	O	O	O	O	
17. Participates on campus committees and governance.	O	O	O	O	O	
18. Works with faculty in developing library activities.	O	O	O	O	O	
19. Acts as a library liaison to assigned departments.	O	O	O	O	O	
20. Participates in offsite activities that promote the library.	O	O	O	O	O	

21. What specific strengths did you identify in this faculty member?

22. Please list any specific changes needed to strengthen this faculty member's effectiveness.

23. List any other suggestions for improvement.

24. Other comments or suggestions?



**Overall Observation Assessment**

Satisfactory       Needs Improvement       Unsatisfactory

Evaluator's Signature	Date



**Thank you for your participation.**



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Article 7 - Form N/ADJ

- Bakersfield College
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## KCCD Adjunct Faculty Evaluation Student Evaluation for Library Faculty

Librarian's Name	Date
------------------	------

Please fill out this brief, anonymous survey and return it to \_\_\_\_\_

Please indicate how much you agree or disagree with each of the following statements regarding your experience in the library.

	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree	Don't Know
1. The librarian was helpful to me.	O	O	O	O	O	O
2. Information was provided in a clear and understandable manner.	O	O	O	O	O	O
3. I was satisfied with the service the librarian gave me.	O	O	O	O	O	O
4. I would ask for help from this librarian again.	O	O	O	O	O	O
5. The librarian was interested in explaining how to use the library resources.	O	O	O	O	O	O
6. This experience has made me want to learn more about the library.	O	O	O	O	O	O
7. I felt the librarian treated me with courtesy and respect	O	O	O	O	O	O

8. What did the librarian do that helped you?

9. What, if anything, could they have done to help you more?

**Thank you for your participation in this survey.**



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Article 7 - Form O/ADJ

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## Adjunct Faculty Evaluation Faculty Director Evaluation

Evaluatee	Evaluator	Date
Evaluatee Job Title		

*Rate the performance for each responsibility identified with regard to the director's job description. In some circumstances the responsibility may not apply or you may not be able to assess it. In this circumstance, please rate the item as "Not Applicable/Unable to Assess."*

	Strongly Agree	Agree	Not Applicable/ Unable to Assess	Disagree	Strongly Disagree
<b>Leadership:</b>					
1. Serves as the primary communicator for the area of responsibility.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Encourages area faculty and staff participation in college governance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Maintains cooperative working relationships within the campus and community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Identifies student needs and recommends strategies for meeting identified needs, in collaboration with area faculty.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Develops and follows area procedures.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Encourages area participation in grant, special project, and categorical activities, where appropriate.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Conducts meetings for the area of responsibility as appropriate.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Curriculum and Programs:</b>					
8. Encourages and supports curriculum development and innovation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Coordinates the preparation and review of new course outlines and catalog information.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Implements curriculum review/renewal process.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Implements and participates in program review process.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. Develops area schedule.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

O/ADJ Faculty, Faculty Director Evaluation (continued)

	Strongly Agree	Agree	Not Applicable/ Unable to Assess	Disagree	Strongly Disagree
13. Participates in articulation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. Participates in Educational Master Plan development.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. Monitors student enrollment and implements appropriate measures.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Personnel:</b>					
16. Participates in recruiting and selecting area faculty and staff.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. Coordinates area orientation for new faculty and staff.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. Participates in area faculty evaluations.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. Coordinates area adjunct faculty evaluations.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. Participates in area staff evaluations.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. Participates in the resolution of conflicts between faculty, staff, and students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Fiscal:</b>					
22. Develops area budget collaboratively.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
23. Manages area budget.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
24. Advocates for the area in the development of the college budget.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
25. Advocate for funding from external agencies, where appropriate.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>Administrative:</b>					
26. Works to promote area instructional and student services programs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
27. Ensures, where applicable, that advisory committees are formed, convened, and have appropriate community and college representation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
28. Monitors operations and physical resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
29. Oversees inventory and equipment lists.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
30. Meets prescribed faculty director timelines.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
31. Meets prescribed timelines for reports to external agencies.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please complete the open ended questions on the next page.

O/ADJ Faculty, Faculty Director Evaluation (continued)

32. What specific strengths did you identify in this faculty director?

33. Please list any specific changes needed to strengthen this faculty director's effectiveness.

34. List any other suggestions for improvement.

35. Other comments or suggestions?

**Overall Assessment**

Satisfactory       Needs Improvement       Unsatisfactory

Evaluator's Signature	Date
-----------------------	------

Thank you for your participation.



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Article 7 - Form P/ADJ

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Adjunct Faculty Evaluation Faculty Service Survey

Faculty/Community <b>To:</b>	Leadership Position
<b>From:</b> Adjunct Faculty Evaluation Committee	Date
<b>Subject:</b> Adjunct Faculty Service Evaluation	
Evaluation of Adjunct Faculty Service For	Dates of Services Beginning _____ Ending _____

*The adjunct faculty evaluation committee is currently evaluating \_\_\_\_\_. The evaluation committee would like to ask your help in assessing his/her contribution to the KCCD community from the unique perspective you provide in the capacity listed above. Responses in any or all of the following categories are optional. Please return this form to the person who sent it to you.*

*Thanks for your help!*

	Strongly Agree	Agree	Disagree	Strongly disagree	Not Applicable
1. Attends meetings of the above group regularly.	O	O	O	O	O
2. Contributes to the overall efficacy of the above group.	O	O	O	O	O
3. Deals in a professional manner with colleagues.	O	O	O	O	O

4. What positive contributions has this individual made?

5. What, if anything, could this person do to contribute more?

*Comments (feel free to attach additional comments)*

Adjunct Faculty's Signature	Date
Position	

**Thank you for your participation in this survey.**



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Article 7 - Form Q/ADJ

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Adjunct Faculty Evaluation Administrative Assessment Review

Evaluatee				Date
Department/Division/Area			Educational Administrator	
Evaluation Categories	Satis- factory	Requires Improve- ment	Unsatis- factory	Remarks or suggestions for improvement (Required for any area evaluated as "Requires Improvement" or "Unsatisfactory")
A. Adheres to district & campus policies				
B. Responds to students and colleagues in a timely manner				
C. Communicates with students and staff in a professional manner				
D. (For applicable programs only) Complies with any vocational or licensing board mandates.				
GENERAL COMMENTS:				
Educational Administrator's Signature				Date
Title				



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Article 7 - Form R-1/ADJ

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Adjunct Faculty Evaluation Special Evaluation Plan

Faculty Member's Name	Date
Assigned Department/Program	

Enumerated Deficiencies:

---

Special Plan and Timeline

---

Measures for determining performance improvement

List the agreed upon evaluation instruments to be used.

- Student Evaluation
- Observation
- Other (specify)

**Committee Signatures (developed in consultation with committee and evaluatee)**

Faculty Chair/Designee	Date	Faculty Evaluator ( <i>department/division chosen</i> )	Date
Faculty Evaluator ( <i>evaluatee chosen</i> )	Date	Educational Administrator/Designee	Date
<p><i>I certify that this special evaluation plan has been discussed with me and that I am aware it will be placed in my official personnel file. I understand my signature does not necessarily indicate agreement. I also understand I have ten (10) working days to respond to any material in this report and that my response will be attached to this report.</i></p>			
Evaluatee Signature	Date	Comments	



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Article 7 - Form R-2/ADJ

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Adjunct Faculty Evaluation Special Evaluation Plan Report

Summarize the evidence from the special evaluation plan.

Committee Recommendation upon conclusion of the special evaluation.

- Re-hire**
- Not Re-hire**

**Committee Signatures**

Faculty Chair/Designee	Date	Faculty Evaluator <i>(department/division chosen)</i>	Date
Faculty Evaluator <i>(valuee chosen)</i>	Date		
Educational Administrator	Date		

*I certify that this report has been discussed with me and that I am aware it will be placed in my official personnel file. I understand my signature does not necessarily indicate agreement. I also understand I have ten (10) working days to respond to any material in this report and that my response will be attached to this report.*

Valuee Signature	Date	Comments
Educational Administrator Signature	Date	Comments
Vice President or Designee Signature	Date	<b>Comments</b>
College President or Designee Signature	Date	<b>Comments</b>
Chancellor/Designee Signature	Date	<b>Comments</b>

## 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		

Article 8 (continued)

<b>25 Base</b>	<b>30 Base</b>	<b>40 Base</b>
.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 (continued)

The types of assignment and weekly faculty contact hours follow:

Types of Assignment	Semester Weekly Faculty Contact Hours
A. Lecture, Lecture/Discussion, Laboratory	15
B. LVN/RN/Psychiatric Technician Clinic	18
C. Physical Education Activity	20
D. Non-Credit (No FTES)	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)	30
G. Faculty Support/Administrative Duties (e.g., Chairs, Directors, Institutional Researchers, and Instructional Technology Specialists)	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 (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. No more than double credit will be allowed, unless approved by the College President.
  - c. Only one oversized class will be allowed, unless approved by the College President.
  - d. Changes made in class size after scheduling is complete must be approved by the College President or designee.
  - e. 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.
  - f. 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.
  - g. 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 course(s) which singularly or together meet the CSU and/or UC lower division composition requirement, (i.e., English 101A and 101B at Porterville College, English C101 at Cerro Coso College and Bakersfield College.) **OR**
  - The preparatory course one level below the CSU and/or UC transfer level composition course.

Article 8 (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.

Article 8 (continued)

I. Semester workloads shall not exceed 0.6 above a full load.

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 President or designee.

J. Courses remaining without instructors after full-time loads have been assigned shall be first made available to qualified full-time faculty members within the discipline on an overload basis. 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.

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. Load adjustments not completed within a two-year (2-year) period and not being banked shall be completed in the subsequent intersession. 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 Follow:**

1. The basic faculty assignment in the Kern Community College District is a forty-hour (40-hour) workweek based on a 17.5-week semester length and a one-hundred-seventy-five-day (175-day) academic year. In the case of alternative calendars, the workweek hours shall be adjusted based on the forty (40 hours/week) times 17.5 (weeks/semester) times two (2 semesters/year) standard, for a total of 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 (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)**

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.)]. 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. 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.

### 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 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.

Article 8 (continued)

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 **Article Eight, Appendix A** 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 employment is contingent on such contributions.

Article 8 (continued)

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 **Article Eight Appendix B**) must be completed and signed by both parties.

# **Article Eight Appendix**

## Article Eight Appendix

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 (661) 336-5100

Article 8 – Appendix A

- Bakersfield College
- Cerro Coso College
- Porterville College
  
- Initial Agreement
- Renewal Agreement
- For Academic Year

## Optional Reduced Workload Agreement

**Note:** This agreement must be renewed for each of the five (5) academic years. Please fill in the designated sections of this form and submit it, in quadruplicate, to the College President or designee. You will be notified of the final action taken of this agreement.

Employee's Name:	Identification Number:
------------------	------------------------

This agreement is made by and between Kern Community College District, herein referred to as the "District" and \_\_\_\_\_ herein referred to as "Employee".

Employee has elected to enter the optional reduced workload program offered by the District and has qualified for such program under the requirements established by the District.

**Now, Therefore,** in consideration of the foregoing and of the mutual covenants and agreements contained herein, it is agreed by the parties as follows:

1. Employee requests an optional reduced workload and compensation to be paid as follows:

<p><b>Check (✓) one:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Employment both semesters on ___% reduced workload</li> <li><input type="checkbox"/> Employment full-time first semester only</li> <li><input type="checkbox"/> Employment full-time second semester only</li> </ul>	<p><b>Check (✓) one:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Salary to be paid for entire year</li> <li><input type="checkbox"/> Half salary to be paid while working full-time first semester/no pay during second semester</li> <li><input type="checkbox"/> Half salary to be paid while working full-time second semester/no pay during first semester</li> </ul>
---	---

2. The Employee and the District will continue to make retirement contributions as if the Employee was earning a full salary.
3. Insurance coverage for which the Employee is eligible will continue to be paid by the District.
4. This agreement is for a maximum five-year period.
5. This agreement can be revoked or altered only by the mutual consent of the Employee and the District.
6. The agreement is subject to the applicable laws and regulations of the state of California and the lawful rules and regulations of the Kern Community college District. Such statues, rules, and regulations are hereby made a part of the terms and conditions of this agreement as though expressly set forth herein.

**In Witness Whereof,** the parties have executed this agreement on the day and year indicated:

Employee's signature	Date
College President's/Designee's signature	Date
Vice Chancellor's signature	Date

**Approved by the Board of Trustees**



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Article 8 – Appendix B

- Bakersfield College
- Cerro Coso College
- Porterville College

**Assigned Curriculum Development  
(CCA/NEA Contract Article 8P)**

Faculty Member		
Project		
Units	LHE	Load taken as: <input type="checkbox"/> Overload <input type="checkbox"/> Carry-over <input type="checkbox"/> Load banked
Signature of Faculty Member		Date
Signature of Educational Administrator		Date

**Revised 4/2009 DO/HR**

## 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.

Article 9 (continued)

- 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.**
- 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 nonsupervisory and nonmanagement 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 Two (2) (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.

Article 10 (continued)

1. 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.
2. 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.
3. 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.
4. 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 Ten Appendix**

## Article Ten Appendix

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## 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 A (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 A (continued)

6. REASSIGNMENT

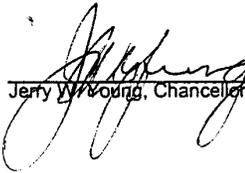
A faculty member who has been reassigned as a result of a RIF within the District is eligible for a long-term professional leave of absence without compensation for a period of up to one (1) year. Employees granted this leave shall follow the normal progression on the salary schedule as if they were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

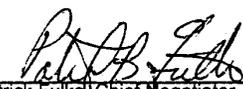
7. The reopener discussions as listed in Article 1D of the Agreement will be amended to include sections of Article 9B of the Agreement dealing with rate of pay for faculty on the 39-month re-employment list being re-employed at less than their pre-layoff load.

RECOMMENDATION FOR RATIFICATION

For the District:

For the Exclusive Representative:

  
Jerry W. Young, Chancellor  
6/17/03  
Date

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

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

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

## **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 comparables (see section 2 below)
2. Salary Schedule Increases
  - a) 2011/12 – 2013/14: The full-time faculty schedule will be increased by the average across-the-board percentage increase given by the eight (8) comparable districts for the applicable fiscal year, as described below.
    - 1) Comparable Districts: The eight (8) agreed upon comparable districts are Antelope Valley, Grossmont-Cuyamaca, San Joaquin Delta, Santa Clarita, College of the Sequoias, State Center, 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 paid in May retroactive to the preceding July 1):
      - a) Step 1: For each comparable district which maintains the same salary schedule structure, compute the average percent change in each cell of the salary schedule by comparing the schedule as of April 15 of the current fiscal year (e.g., 2011/12) to the schedule as of April 15 of the prior fiscal year (e.g., 2010/11).

2011/12 example (as a mathematical formula)

$$\frac{\text{(sum of the percent change in each cell between 2011/12 and 2010/11)}}{\text{\#cells in 2010/11}}$$

Article 11 (continued)

b) Step 2: If the comparable district implements a structural change to its salary schedule, such as adding or deleting salary schedule columns or steps, the calculation will be as follows:

1) If there are only additions to the schedule and the additions can be excluded resulting in the remaining structure being comparable, then the schedule will be compared using the process outlined in Step 1 above.

2) Otherwise, the schedule will not be used in the calculations

c) Step 3: Once the percentage increase, if any, has been determined for each district, the percentage increase for each district (or zero if no increase has been granted), will be added together, then divided by the number of districts which have not made substantial changes to their salary schedule structure, as referenced in Step 2(b)(2) above. The resulting percentage will become the across-the-board increase for the basic full time faculty schedule. Once calculations have been made and prior to implementation, the District will send the calculations to the Association.

3) Summary Timeline and Process for Implementing Faculty Salary increases:

CBA Fiscal Year	Compensation Process
Year 1 2011-12	Process 1. On April 15, 2012, use Step 1 or 2 to determine across-the-board percentage increase for each district.  2. Divide sum of all collected percentages from Step 1 and 2 by number of salary schedules used in the computations in Steps 1 and 2.  3. Apply resulting average percentage change from 2 (above) to KCCD 2011-12 basic full-time faculty salary schedule.

Article 11 (continued)

<p>Year 2 2012-13</p>	<p>Process</p> <ol style="list-style-type: none"> <li>1. On April 15, 2013, use Step 1 or 2 to determine across-the-board percentage increase for each district.</li> <li>2. Divide sum of all collected percentages from Step 1 and 2 by number of salary schedules used in the computations in Steps 1 and 2.</li> <li>3. Apply resulting average percentage change from 2 (above) to KCCD 2012-13 basic full-time faculty salary schedule.</li> </ol>
<p>Year 3 2013-14</p>	<p>Process</p> <ol style="list-style-type: none"> <li>1. On April 15, 2014, use Step 1 or 2 to determine across-the-board percentage increase for each district.</li> <li>2. Divide sum of all collected percentages from Step 1 and 2 by number of salary schedules used in the computations in Steps 1 and 2.</li> <li>3. Apply resulting average percentage change from 2 (above) to KCCD 2013-14 basic full-time faculty salary schedule.</li> </ol>

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, Appendices A-E** (175, 185, 195, 205 and 215 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

Article 11 (continued)

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 will 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 (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 **Article Eleven, Appendices F and G** for the Contract Adjustments for Faculty form and 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

Article 11 (continued)

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.

\*\*\*\*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. The Maximum Experience Credit for New Teachers Entering the District is Six (6) Years and May be Accumulated as Follows:**

- One (1) year for each full year of approved teaching experience.
- One (1) year for each full year of approved occupational experience.
- One (1) year for active duty in the United States Armed Forces for a period of not less than eighteen (18) months.

**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.

Article 11 (continued):

- F. **Approval Criteria for Salary Progression:** Faculty are encouraged to discuss courses/activities with the educational administrator. Coursework, seminars, and workshops for salary progression should be submitted on the District form titled “Request for Approval of Credit for Salary Advancement” found in **Article 11, Appendix H.**
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.
  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.

Article 11 (continued)

10. Approved course work, which is completed, must be verified by official transcript or grade report and submitted to the district office for recording.
11. Documentation of completed courses must be attached to the “Request for Approval of Credit for Salary Advancement” form in **Article 11, Appendix H** 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.
12. 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.

13. 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.
  14. 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 Addenda 3(a-c)** for guidelines and forms.
- 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.

Article 11 (continued)

H. **Hourly Substitute Pay**

1. Substitutes, whether regular or contract, shall be paid an hourly rate as cited in **Article Eleven, Appendix I** 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.
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.

I. Faculty teaching overload shall be paid as cited in **Article Eleven, Appendix G** at the end of this Article.

J. **Compensation for Special Services** is recommended by the College President and Chancellor, and is approved by the Board of Trustees. See **Addendum Four** 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 J** 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 I** at the end of this Article.
4. Field trips are paid according to **Article Eleven, Appendix I**. 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 I** at the end of this Article. Teaching as used in this section refers to direct instruction and excludes work experience and field trips.

Article 11 (continued)

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 in **Article Eleven, Appendix K** 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.
  - 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.

**K. Breaks in Faculty Service**

1. If less than a year elapses after the last day of employee service and the instructor is re-employed, the placement on the Basic Faculty Salary Schedule shall be at the same position as when the resignation took place.
2. If more than one (1) year elapses after the last day of employee service and the staff member is re-employed, the placement on the Basic Faculty Salary Schedule shall be dependent upon previous years of experience and experience at member Colleges of the District.

Nine full years of acceptable teaching experience will be credited which would place a staff member on Step 10. For each additional year of experience with the District, half (1/2) credit may be applied beyond Step 10 on the salary schedule. In cases where there is less than an increment involved, the staff member shall be advanced to the next highest step.

Article 11 (continued)

- a. The staff member would be placed on the schedule on the basis of non-District experience. If this results in placement below Step 10, District experience will be used year for year until placement at Step 10 is reached.
  - b. For each year of District service remaining unused, one-half (1/2) year of step credit will be granted beyond Step 10. For final placement, any half-year (1/2-year) remainder will be rounded to a full year.
3. 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.

**L. Compensation Dependent Upon Categorical Funding**

1. For employees in positions funded categorically, the length of employment is contingent upon funding.

**M. 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.

- N. 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.

**O. 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 L** for the regulations for the domestic partner coverage.)
  - a. A Blue Cross health plan administered by the Self-Insured Schools of California (SISC). Premiums will be based on the annual SISC recommendation of premiums.
  - b. A Delta Dental Plan administered by SISC or United Healthcare Insurance Company.
  - c. For the unit member only, a fifty thousand dollars (\$50,000) term life insurance plan.

Article 11 (continued)

- d. The full cost for a long-term disability plan for the employee, which provides a monthly benefit of two-thirds (2/3) salary, up to a maximum of three thousand dollars (\$3,000) per month. A unit member will be eligible for a long-term disability plan after serving the District under contract for three (3) years. (*Effective April 1, 2006*)
  - e. Blue Cross, Behavioral Health plan administered by SISC, which covers mental, nervous and substance abuse and includes an employee assistance program.
2. The following plans are available to the employee at his/her expense.
    - a. American Life Family Assurance Company (AFLAC) Internal Revenue Code (IRC) Section 125 Flex Benefits Plan.
    - b. A Vision Service Plan, Plan B, single fifteen-dollar (\$15) co-pay plan, administered by SISC.
  3. There will be no change in providers (carrier), plan design or benefits without notice to the Association and a reasonable opportunity to negotiate (if so requested).
    - a. Effective upon implementation of this Agreement the following SISC recommended plan modification will be implemented:
      1. Emergency room co-pay (\$50)
  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 percent (60%).
      - 1) Unit members who have an annual load at or below sixty percent (60%) shall not have the contribution to health and welfare benefits paid. However, they may purchase the health and/or dental 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.

Article 11 (continued):

5. District Payment of Premiums

- a. The “Full Benefit Package” shall consist of District-paid LTD insurance and a dollar contribution toward medical (which includes physician/hospital coverage, prescription and mental health components), dental and life insurance.
- b. The District’s maximum contribution to medical, dental and life insurance premiums will be set at \$1,140.00/month. Effective October 1, 2012, the District’s maximum contribution will be increased by the lesser of the following:
  - 1) Annual SISC recommendation of premiums for medical insurance; or
  - 2) the higher of the following two factors:
    - a) percentage increase to the CPI-W (U.S. Cities average for the prior 12 months (July to July));
    - b) percentage increase to the funded State COLA.

[For example, if the annual SISC recommended premium increase is \$100 (to \$1,240.00/mo.), the CPI-W were 5% and the funded state COLA were 4%, the District’s maximum contribution would be set at \$1,197.00 ( $\$1,140.00 \times 1.05 = \$1,197.00$ ).] The same process will be used in October 2013 to determine the increase to the District’s maximum contribution. Employees will be responsible for any excess premium costs. However, if there are medical reserves in excess of the actuarial recommended amount of 32.5% of prior year health claims, pharmacy rebates and ASO costs, such excess will be used (on a District-wide basis) as a rate stabilization fund so that such excess reserves are scheduled to be used prior to implementation of any out-of-pocket contributions.

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.

Article 11 (continued)

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; however, if an employee and/or dependent is not enrolled when first eligible, he/she will have a six-month (6-month) waiting period for pre-existing conditions. (This eliminates the standard six-month (6-month) waiting period for pre-existing conditions when first eligible.)
- P. **Health and Dental Plans for Retirees** (See **Article Eleven, Appendix O** 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.
      - 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.

Article 11 (continued)

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.
- 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

Article 11 (continued)

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.
- 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.

Article 11 (continued)

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.
    - 2) A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

Article 11 (continued)

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.P.3.b(1), 11.P.3.c(1), 11.P.4.a(1), 11.P.4.b(1), and 11.P.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 (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.
- Q. The District will waive all fees for employees for courses taken at any of the District's three (3) Colleges.

# **Article Eleven Appendix**

## Article Eleven Appendix

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\*MOU signed May 13, 2005, to begin overload pay at the beginning of summer school [prior to July 1, 2005].

<p style="text-align: center;"><b>KERN COMMUNITY COLLEGE DISTRICT BASIC FACULTY SALARY SCHEDULE Effective July 1, 2011</b></p>
--

STEP REQUIREMENTS

Maximum credit for all experience (teaching, occupational, or military) for new teachers entering the District is six (6) years (step 7 on the salary schedule) based on the following:

Teaching experience – one (1) year for each full-year of approved teaching experience.

Occupational experience – one (1) year for each full year of approved occupational experience.

Military experience – one (1) year for active duty in the U.S. Armed Forces for a period of not less than eighteen (18) months.

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

**Article 11 Appendix A & B**

KCCD Basic 175-Day Faculty Salary Schedule Effective July 1, 2011							
	STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	
INSTRUCTOR	1	47,484.95	50,860.96	54,420.59	58,230.63	62,306.50	
	2	49,146.63	52,640.77	56,324.97	60,268.57	64,486.97	
	3	50,867.37	54,483.52	58,297.41	62,378.41	66,744.49	
	4	52,647.19	56,390.47	60,337.91	64,561.45	69,081.62	
	5	54,489.94	58,364.19	62,449.04	66,821.54	71,498.38	
ASSISTANT PROFESSOR	6	56,396.88	60,407.25	64,635.93	69,159.95	74,001.17	ASSOCIATE PROFESSOR
	7	58,370.61	62,520.95	66,897.30	71,579.28	76,591.27	
	8	60,413.68	64,709.12	69,239.57	74,085.92	79,271.27	
ASSISTANT PROFESSOR	9	62,528.65	66,973.06	71,661.46	76,678.60	82,045.02	PROFESSOR
	10	64,718.11	69,317.91	74,170.67	79,362.45	84,917.64	
	11	66,983.34	71,743.64	76,767.20	82,140.05	87,890.43	
	12	69,325.61	74,255.43	79,453.63	85,013.95	90,964.66	
	13	71,753.92	76,854.53	82,235.07	87,989.31	94,149.33	
	14	-	-	85,111.55	91,069.96	97,444.44	
	18	74,766.51	80,081.57	88,685.32	94,894.13	101,536.99	
	25	78,504.65	84,085.52	93,122.02	99,640.32	106,614.48	

KCCD Basic 185-Day Faculty Salary Schedule Effective July 1, 2011							
	STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	
INSTRUCTOR	1	50,198.37	53,767.30	57,530.34	61,558.10	65,866.87	
	2	51,955.01	55,648.81	59,543.54	63,712.49	68,171.94	
	3	53,774.08	57,596.86	61,628.70	65,942.89	70,558.46	
	4	55,655.60	59,612.78	63,785.79	68,250.68	73,029.14	
	5	57,603.65	61,699.28	66,017.55	70,639.91	75,584.00	
ASSISTANT PROFESSOR	6	59,619.56	63,859.10	68,329.41	73,111.95	78,229.81	ASSOCIATE PROFESSOR
	7	61,706.07	66,093.58	70,720.00	75,669.53	80,967.92	
	8	63,865.89	68,406.78	73,196.12	78,319.40	83,801.06	
ASSISTANT PROFESSOR	9	66,101.72	70,800.09	75,756.40	81,060.24	86,733.30	PROFESSOR
	10	68,416.29	73,278.93	78,409.00	83,897.45	89,770.08	
	11	70,810.96	75,843.28	81,153.90	86,833.77	92,912.74	
	12	73,287.07	78,498.59	83,993.83	89,871.89	96,162.64	
	13	75,854.15	81,246.22	86,934.22	93,017.27	99,529.29	
	14	-	-	89,975.07	96,273.96	103,012.69	
	18	79,038.88	84,657.66	93,753.05	100,316.65	107,339.10	
	25	82,990.63	88,890.41	98,443.28	105,334.05	112,706.74	

**Article 11 Appendix C & D**

KCCD Basic 195-Day Faculty Salary Schedule Effective July 1, 2011						
	STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
INSTRUCTOR	1	52,911.80	56,673.64	60,640.09	64,885.56	69,427.25
	2	54,763.39	58,656.86	62,762.11	67,156.40	71,856.91
	3	56,680.79	60,710.20	64,959.98	69,507.37	74,372.43
	4	58,664.01	62,835.09	67,233.67	71,939.90	76,976.66
	5	60,717.36	65,034.38	69,586.07	74,458.28	79,669.62
ASSISTANT PROFESSOR	6	62,842.24	67,310.94	72,022.89	77,063.95	82,458.45
	7	65,041.54	69,666.20	74,542.70	79,759.77	85,344.56
	8	67,318.10	72,104.45	77,152.66	82,552.88	88,330.85
	9	69,674.78	74,627.12	79,851.34	85,441.87	91,421.59
PROFESSOR	10	72,114.47	77,239.95	82,647.32	88,432.44	94,622.51
	11	74,638.58	79,942.92	85,540.60	91,527.48	97,935.05
	12	77,248.54	82,741.76	88,534.04	94,729.83	101,360.62
	13	79,954.37	85,637.91	91,633.37	98,045.23	104,909.25
	14	-	-	94,838.58	101,477.96	108,580.94
	18	83,311.25	89,233.75	98,820.78	105,739.18	113,141.22
	25	87,476.61	93,695.29	103,764.54	111,027.78	118,798.99

KCCD Basic 205-Day Faculty Salary Schedule Effective July 1, 2011						
	STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
INSTRUCTOR	1	55,625.22	59,579.98	63,749.83	68,213.03	72,987.62
	2	57,571.77	61,664.90	65,980.68	70,600.32	75,541.88
	3	59,587.49	63,823.55	68,291.26	73,071.85	78,186.40
	4	61,672.43	66,057.40	70,681.55	75,629.13	80,924.19
	5	63,831.07	68,369.47	73,154.58	78,276.66	83,755.24
ASSISTANT PROFESSOR	6	66,064.91	70,762.78	75,716.37	81,015.94	86,687.08
	7	68,377.00	73,238.83	78,365.41	83,850.02	89,721.21
	8	70,770.31	75,802.11	81,109.21	86,786.37	92,860.64
	9	73,247.85	78,454.16	83,946.28	89,823.51	96,109.88
PROFESSOR	10	75,812.64	81,200.98	86,885.65	92,967.44	99,474.95
	11	78,466.20	84,042.55	89,927.29	96,221.20	102,957.36
	12	81,210.00	86,984.93	93,074.25	99,587.77	106,558.60
	13	84,054.59	90,029.59	96,332.51	103,073.19	110,289.22
	14	-	-	99,702.10	106,681.96	114,149.20
	18	87,583.62	93,809.84	103,888.51	111,161.70	118,943.33
	25	91,962.59	98,500.18	109,085.80	116,721.52	124,891.25

**Article 11 Appendix E**

KCCD Basic 215-Day Faculty Salary Schedule Effective July 1, 2011						
	STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
INSTRUCTOR	1	58,338.65	62,486.32	66,859.58	71,540.49	76,547.99
	2	60,380.15	64,672.95	69,199.25	74,044.24	79,226.85
	3	62,494.20	66,936.89	71,622.54	76,636.33	82,000.37
	4	64,680.84	69,279.71	74,129.43	79,318.36	84,871.71
	5	66,944.78	71,704.57	76,723.10	82,095.03	87,840.86
ASSISTANT PROFESSOR	6	69,287.59	74,214.63	79,409.85	84,967.94	90,915.72
	7	71,712.46	76,811.45	82,188.11	87,940.26	94,097.85
	8	74,222.52	79,499.78	85,065.76	91,019.85	97,390.42
	9	76,820.92	82,281.19	88,041.22	94,205.14	100,798.16
ASSISTANT PROFESSOR	10	79,510.82	85,162.00	91,123.97	97,502.44	104,327.39
	11	82,293.82	88,142.19	94,313.99	100,914.92	107,979.67
	12	85,171.46	91,228.10	97,614.45	104,445.71	111,756.58
	13	88,154.82	94,421.28	101,031.66	108,101.15	115,669.18
	14	-	-	104,565.62	111,885.95	119,717.45
	18	91,856.00	98,385.92	108,956.25	116,584.22	124,745.44
	25	96,448.57	103,305.07	114,407.06	122,415.25	130,983.51



## 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



2100 Chester Avenue  
 Bakersfield, CA 93301-4099  
 (661) 336-5100

Article 11-Appendix H

- Bakersfield College
- Cerro Coso College
- Porterville College
- District Office

## Request for Approval of Credit for Salary Advancement

Name	Date of Request
------	-----------------

**Please check the appropriate category:**

- Academic Course
- Seminars, Workshops or Clinics
- Employment
- Licensure Examination
- Degree Completion

**Approval is requested for the following to apply toward advancement in salary class.**

Course Number; Title; Seminar; Workshop; Employment; Licensure Category	Units	Institution, Agency or Employer	Dates of Credit Experience (include Completion Date if Available)

**Justification:** Include courses; seminars; workshops; clinics; employment; or licensure description and relationship to contractual assignment (include attachments) which validate this credit application.

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Action on Request	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied Appropriate Dean	Date
<input type="checkbox"/> Approved <input type="checkbox"/> Denied College President/Designee	Date
<input type="checkbox"/> Approved <input type="checkbox"/> Denied Associate Chancellor, Personnel (On behalf of District Committee for workshop, employment, licensure plans)	Date

**Article 11 Appendix I**

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

The hourly rate for faculty shall be \$60 per hour.

<b>Weekly Faculty Contact Hours on a Semester Basis</b>	<b>Course Compensation 2010-2011 \$60</b>
.5	\$525.00
1	\$1,050.00
2	\$2,100.00
3	\$3,150.00
4	\$4,200.00
5	\$5,250.00
6	\$6,300.00

Effective Spring Semester 2012, the hourly rate of \$60 per hour will be allocated on the bases of LHE per semester:

<b><u>LHE on a Semester Basis</u></b>	<b><u>Course Compensation \$60</u></b>
<u>.5</u>	<u>\$525.00</u>
<u>1</u>	<u>\$1,050.00</u>
<u>2</u>	<u>\$2,100.00</u>
<u>3</u>	<u>\$3,150.00</u>
<u>4</u>	<u>\$4,200.00</u>
<u>5</u>	<u>\$5,250.00</u>
<u>6</u>	<u>\$6,300.00</u>

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

<u>15 base classes:</u>	<u>1.000 x hourly rate</u>
<u>18 base classes:</u>	<u>0.833 x hourly rate</u>
<u>20 base classes:</u>	<u>0.750 x hourly rate</u>
<u>30 base classes:</u>	<u>0.500 x hourly rate</u>

### Appendix I (continued)

Notwithstanding the above, faculty who worked and were paid under the 2010/11 schedule (see above) during the 2011 calendar year will be grandfathered, and implementation of the new schedule will occur as follows:

1. 2011/12 academic year – paid pursuant to the 2010/11 schedule (above)
2. Beginning with the Fall 2012 semester – 25% of the way toward implementation of the new schedule;
3. Beginning with the Spring 2013 semester – 50% of the way toward implementation of the new schedule;
4. Beginning with the Fall 2013 semester – 75% of the way toward implementation of the new schedule;
5. Beginning with the Spring 2014 semester – full (100%) implementation of the new schedule.

The foregoing provision does not apply to faculty working in the following programs: EMTC, MEDS, Nursing, PSYT, RADT, VNRS, Counseling and Library. Faculty in these programs will continue to be paid from the 2010/11 schedule pending a study of their appropriate schedule placement. Upon completion of the review, either party may reopen negotiations on this subject.

### 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 eight dollars (\$8) per hour driving time from the regular location to the assigned teaching site.
- 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.

**Article 11 Appendix J**

## Extra Pay Schedule for Faculty Effective July 2011

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>	

Article 11 Appendix K

- Bakersfield College
- Cerro Coso College
- District Office
- Porterville College



Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93301-4099

## Faculty Special Assignment Compensation Agreement

***[Compensation for special services is recommended by the College President and Chancellor (or designee), and is approved by the Board of Trustees. For special assignments in addition to regular responsibilities faculty members may receive compensation in addition to their regular salaries.]***

Faculty Name		Faculty ID#	Date
Department/Program		Academic Year	
FOAPAL			
Assignment Type: <input type="checkbox"/> Project <input type="checkbox"/> Product <input type="checkbox"/> Service <input type="checkbox"/> Contractual			
Deadline or Dates of Service:			
Description/Title of Assignment or Stipend:			
Expectations and criteria to determine completion and success of assignment:			
How will this assignment be evaluated and name of evaluator:		Projected Payment Date(s):	

Appendix K (continued)

Compensation: <input type="checkbox"/> Fee for service or product                      Amount: \$ _____ <input type="checkbox"/> Reassigned time    Amount: \$ _____ <input type="checkbox"/> Overload    Amount: \$ _____ <input type="checkbox"/> Contractual    Amount: \$ _____	
<p><i>CCA recommends that the faculty member review this agreement with a CCA campus chair.</i></p>	
Faculty's Signature	Date
Educational Administrator's Signature	Date
Vice President's Signature	Date
President's Signature	Date
College HR Manager's Signature	Date
Vice Chancellor, Educational Services' Signature	Date
Please maintain a copy of the form on campus as appropriate. The original will be maintained in the District Human Resources Office and a copy in the District Office of Educational Services.	
<p><b><i>For District HR Office Use Only</i></b></p> <p>_____ Board of Trustees' Approval Date</p> <p>_____ Date of Payment</p>	

## 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

Appendix L (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 the application.

### Appendix L (continued)

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 H.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.

**Article 11 Appendix M**

**100% PPO PLANS**

Services	Participating Providers
Calendar Year Deductible(s)	See Deductible Options Below
Maximum Co-Insurance	Not applicable
Office Visits	Deductible Waived See office visit co-pays below
Inpatient Hospital Room, Board & Support Services (prior authorization required)	100%
Ambulatory Surgery Center	100%
Emergency Room (non-emergency) Facility Expenses:	<del>XXXXXXX</del> \$50 copay 100%
Professional Expenses:	100%
Accident Care (48 hrs) Emergency Room Facility Expenses:	100 co-pay 100%
Professional Expenses:	100%
Surgeon & Anesthetist	100%
Well Baby/Child Preventive Care	Deductible Waived 100%
Routine Preventive Care - Employee & Spouse/Domestic Partner	Deductible Waived 100%
Diagnostic X-Ray & Lab	100%
Cancer Screenings	Deductible Waived. 100%
Physical Medicine (PT, OT, Chiro)	100% (some limits may apply)
Speech Therapy	100%
Acupuncture 12 visits per year	100% up to \$50 per visit
Durable Medical Equipment Rental or Purchase of DME	100%
Hearing Aid (Up to \$700 every 24 months)	100%
Hospice	100%
Ambulance (Ground or Air)	100%
Home Health Care 100 4-hour visits/yr (prior authorization req'd)	100%
Home Infusion	100%
Psychiatric and Substance Abuse Inpatient Outpatient	Subject to Federal Mental Health Parity
Outpatient Prescription Drugs	See Prescription Drug Plans

PLANS	A	A	A	B
Individual/Family Deductible:	\$0	\$0	\$0	\$100/\$300
Office Visit Co-pay	\$0	\$10	\$20	\$10

Rates may be modified or withdrawn if the district self-funds any portion of the PPO deductible.

This is only a brief summary of benefits. For a complete list of benefits, please refer to the plan document.

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200/400  
-810

**Article 11 Appendix N-1**

**Medco Prescription Drug Plans  
 2010-2011**

2-Tier Plans			
<b>PLANS</b>	<b>3-15</b>	<b>5-20</b>	<b>7-25</b>
	Retail Mail	Retail Mail	Retail Mail
CO-PAYS			
Generic	\$3 \$3	\$5 \$10	\$7 \$14
Brand	\$15 \$35	\$20 \$50	\$25 \$60
Days Supply	30 90	30 90	30 90

Deductible Plan	Consumer Share Plan
<b>PLANS</b>	<b>PLAN</b>
<b>10-35</b>	<b>5-15-35</b>
* <b>\$200/\$500</b>	Retail Mail
Retail Mail	
BRAND DEDUCTIBLES	CO-PAYS
Individual	Tier 1
Family	Tier 2
\$200	Tier 3
\$500	\$5 \$10
CO-PAYS	\$15 \$35
Generic	\$35 \$80
Brand	Days Supply
\$10 \$25	30 90
\$35 \$90	
Days Supply	
30 90	

\*Deductible is per individual up to family maximum. Similar to the medical PPO plans, Medco Rx plans with a deductible do have a last quarter carryover.

**Costco \$0 Co-Pay Program for Generic Drugs**

This program is available to SISC members on participating drug plans. To take advantage of the \$0 co-pay for generic drugs you need to do the following: 1) Take your prescription for a generic medication to a Costco Pharmacy, 2) Present the pharmacist with your insurance card, 3) Get your generic medication with a \$0 co-pay (excluding some narcotic pain medications and some cough medications). Due to Medicare Part D restrictions, this program does not apply to the CompanionCare pharmacy benefit.

**Generic Co-Pays for Diabetic Supplies**

SISC recognizes that diabetic patients use several different diabetic supplies each month. These diabetic supplies are only available as brand prescriptions and not generic. Therefore, SISC has designed our pharmacy plans to charge the generic co-payment on these brand only supplies (lancets, test strips and syringes) to help reduce the members monthly cost.

**Prilosec OTC \$0 Co-Pay**

Prilosec OTC is now available to you through your SISC prescription drug plan with NO co-payment. If you are taking a prescription PPI (either brand name or generic) and want to take advantage of this program, you will need to talk with your doctor about switching to Prilosec OTC. If you are already taking Prilosec, you will still need a new prescription for Prilosec OTC in order to receive this medication at no cost to you through this program. Due to Medicare Part D restrictions, this program does not apply to the CompanionCare pharmacy benefit.

**Article 11 Appendix N-2**

**DELTA DENTAL PPO PLANS**  
**Benefit Summary and 2010-11 Monthly Rates**  
**(Formerly known as Delta Preferred Option)**

SERVICES	IN-NETWORK	OUT-OF-NETWORK	
PROVIDER NETWORK	PPO Dentists	Premier Network Dentists	Non-Delta Dentists
<b>ANNUAL DEDUCTIBLE</b>	No deductible	\$25 per member/\$75 per family	\$25 per member/\$75 per family
<b>ANNUAL MAXIMUM</b>	Plan maximum selected by district	Limited to \$1,000 regardless of plan maximum	Limited to \$1,000 regardless of plan maximum
<b>BASIS OF PAYMENT</b>	Participating Fee Allowance	Usual, Customary and Reasonable	Usual, Customary and Reasonable
<b>DIAGNOSTIC &amp; PREVENTATIVE</b> Exams, X-rays, Cleanings & Emergency Treatment	100%	50%	50%
<b>OTHER BASIC SERVICES</b> Oral Surgery, Fillings, Periodontic Procedures, Root Canals & Sealants	100%	50%	50%
<b>CROWNS</b> Crowns, Jackets & Cast Restorations	100%	50%	50%
<b>PROSTHODONTICS</b> Dentures, Bridges, and Implants <sup>1</sup>	50%	50%	50%

<b>ANNUAL PLAN MAXIMUM:</b>	<b>\$1,500</b>	<b>\$2,000</b>	<b>\$3,000</b>	<b>Unlimited</b>
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**RATES FOR ACTIVE EMPLOYEES ONLY:**

Single	\$40.00	\$43.00	\$45.00	\$49.00
Two-Party	\$82.00	\$89.00	\$93.00	\$101.00
Family	\$114.00	\$122.00	\$128.00	\$139.00
Composite	\$80.00	\$110.10	\$90.00	\$98.00

**RATES FOR ALL RETIREES:**

Single	\$50.00	\$58.00	\$56.00	\$61.00
Two-Party	\$100.00	\$116.00	\$112.00	\$122.00
Family	\$132.00	\$153.00	\$147.00	\$160.00

- The PPO Plan can be offered as a dual choice with one of the traditional Delta Incentive Plans.
  - Members may change from the PPO to the PPO Incentive Plan during open enrollment. If they make this change, their Incentive level will start at 70% for the employee and all dependents.
  - PPO subscribers can use any Delta Specialist (i.e. orthodontist, periodontist, endodontist, oral surgeon).
- <sup>1</sup>Dental Implants - Plan pays 50% up to annual maximum. The Unlimited dental benefit has an annual \$2,000 benefit maximum for dental implants.
- Locate a provider at: [www.deltadentalins.com](http://www.deltadentalins.com)

**Article 11 Appendix N-3**

**DELTA DENTAL PREMIER INCENTIVE PLANS**  
**Benefit Summary and 2010-11 Monthly Rates**

SERVICES	IN-NETWORK		OUT-OF-NETWORK
	PPO Dentists	Premier Network Dentists	Non-Delta Dentists
<b>PROVIDER NETWORK</b>			
<b>DIAGNOSTIC &amp; PREVENTATIVE</b> Exams, X-rays, Cleanings & Emergency Treatment	70% 1st Year 80% 2nd Year 90% 3rd Year 100% 4th Year and After	70% 1st Year 80% 2nd Year 90% 3rd Year 100% 4th Year and After	70% UCR 1st Year 80% UCR 2nd Year 90% UCR 3rd Year 100% UCR 4th Year and After
<b>OTHER BASIC SERVICES</b> Oral Surgery, Fillings, Periodontic Procedures, Root Canals & Sealants	70% 1st Year 80% 2nd Year 90% 3rd Year 100% 4th Year and After	70% 1st Year 80% 2nd Year 90% 3rd Year 100% 4th Year and After	70% UCR 1st Year 80% UCR 2nd Year 90% UCR 3rd Year 100% UCR 4th Year and After
<b>CROWNS</b> Crowns, Jackets & Cast Restorations	70% 1st Year 80% 2nd Year 90% 3rd Year 100% 4th Year and After	70% 1st Year 80% 2nd Year 90% 3rd Year 100% 4th Year and After	70% UCR 1st Year 80% UCR 2nd Year 90% UCR 3rd Year 100% UCR 4th Year and After
<b>PROSTHODONTICS</b> Dentures, Bridges, and Implants,	50%	50%	50% UCR
	When using a PPO contracted dentist, the annual maximum will be increased by \$200.	When using a Delta Premier contracted dentist, Delta will pay up to the Annual Maximum elected by the district or bargaining unit.	When using a non-Delta Dentist, Delta will pay Usual, Customary and Reasonable up to the Annual Maximum elected by the district or bargaining unit.

**ANNUAL PLAN MAXIMUM:**

\$1,000	\$1,500	\$2,000	Unlimited*
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**RATES FOR ACTIVE EMPLOYEES ONLY:**

Single	\$45.00	\$54.00	\$60.00	\$66.00
Two-Party	\$93.00	\$111.00	\$124.00	\$136.00
Family	\$128.00	\$153.00	\$170.00	\$187.00
Composite	\$89.00	\$108.00	\$120.00	\$131.00

**RATES FOR ALL RETIREES:**

Single	\$56.00	\$68.00	\$75.00	\$82.00
Two-Party	\$112.00	\$136.00	\$150.00	\$164.00
Family	\$147.00	\$179.00	\$197.00	\$216.00

All SISC Incentive Plans were enhanced to include a PPO advantage. As a result, when the member or dentist accesses benefit information from Delta Dental the subscriber will show active on a PPO plan. This does not mean that their benefits are being reduced in any way. The title of the plan has been changed to include the PPO indicator for network purposes.

<sup>1</sup>Dental Implants - Plan pays 50% up to the annual maximum. Unlimited dental benefit has an annual \$2,000 benefit maximum for dental implants.

\*If the plan has an Unlimited annual maximum, members will receive 60% coverage for Prosthodontics when using a PPO dentist.

Locate a provider at: [www.deltadentalins.com](http://www.deltadentalins.com)

**Article 11 Appendix N-4**

**United Healthcare Dental**  
**(Pacific Union Dental)**  
**Rates as of October 1, 2011**

**Because of the complexity of service cost—call Health Benefits at the Human Resources District Office for a PUD brochure**

**Rates:**

<b>Active Employees and District-paid Retirees</b>	<b>Self-paid Retirees</b>
Composite: \$68.25	Composite: \$68.25

**Article 11 Appendix N-5**

**Behavioral Health Plan has been combined with Medical**

**Article 11 Appendix N-6**

**VISION SERVICE PLAN (VSP)  
 Active Employees Only  
 2010-11 Monthly Rates**

**SINGLE CO-PAY PLANS \***

*Exam & Materials Co-pay*      \$0      \$5      \$10      \$15      \$20

**PLAN A (Exam every 12 months, Lenses & Frames every 24 months)**

Single	\$8.70	\$8.00	\$7.70	\$7.20	\$6.40
Two-Party	\$17.40	\$16.00	\$15.40	\$14.40	\$12.80
Family	\$26.10	\$24.00	\$23.10	\$21.60	\$19.20
Composite	\$19.40	\$17.80	\$17.00	\$16.00	\$14.20

**PLAN B (Exam & Lenses every 12 months, Frames every 24 months)**

Single	\$10.10	\$5.30	\$9.00	\$10.04	\$8.00
Two-Party	\$20.20	\$18.60	\$18.00	\$19.37	\$16.00
Family	\$30.30	\$27.90	\$27.00	\$29.22	\$24.00
Composite	\$22.40	\$20.60	\$19.90	\$17.70	\$17.70

**PLAN C (Exam, Lenses and Frames every 12 months)**

Single	\$13.00	\$12.00	\$11.60	\$10.90	\$10.30
Two-Party	\$26.00	\$24.00	\$23.20	\$21.80	\$20.60
Family	\$39.00	\$36.00	\$34.80	\$32.70	\$30.90
Composite	\$28.90	\$26.60	\$25.70	\$24.30	\$22.80

**DUAL CO-PAY PLANS \***

*Exam co-pay*      \$0      \$5      \$10      \$15      \$20  
*Materials co-pay*      \$25      \$25      \$25      \$25      \$25

**PLAN A (Exam every 12 months, Lenses & Frames every 24 months)**

Single	\$6.80	\$6.20	\$5.80	\$5.50	\$4.80
Two-Party	\$13.60	\$12.40	\$11.60	\$11.00	\$9.60
Family	\$20.40	\$18.60	\$17.40	\$16.50	\$14.40
Composite	\$15.00	\$13.80	\$12.90	\$12.20	\$10.70

**PLAN B (Exam & Lenses every 12 months, Frames every 24 months)**

Single	\$8.20	\$7.40	\$7.30	\$6.80	\$6.40
Two-Party	\$16.40	\$14.80	\$14.60	\$13.60	\$12.80
Family	\$24.60	\$22.20	\$21.90	\$20.40	\$19.20
Composite	\$18.30	\$16.40	\$16.10	\$15.20	\$14.10

**PLAN C (Exam, Lenses and Frames every 12 months)**

Single	\$10.90	\$10.10	\$9.50	\$8.80	\$8.60
Two-Party	\$21.80	\$20.20	\$19.00	\$17.60	\$17.20
Family	\$32.70	\$30.30	\$28.50	\$26.40	\$25.80
Composite	\$24.30	\$22.40	\$21.20	\$19.50	\$19.10

\* Your benefit and co-payment amount renews on January 1.

**SUPPLEMENTAL BENEFITS**

	<i>Elective Contact Lenses</i>	<i>2nd Pair of Glasses</i>
	<i>\$50 Deductible</i>	<i>\$20 Deductible</i>
Single	\$3.60	\$1.70
Two-Party	\$7.20	\$3.40
Family	\$10.80	\$5.10
Composite	\$8.10	\$3.70

**Article 11 Appendix O**

**KERN COMMUNITY COLLEGE DISTRICT  
 HEALTH AND DENTAL BENEFITS FOR RETIREES**

(See Article 11.O for details)

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

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 **Article Twelve, Appendices A-C** at the end of this Article for the sick leave guidelines and the Academic Absence and Adjunct Faculty and Academic Extra-Pay Absence forms.
2. Every full-time faculty member shall be entitled to ten (10) days' leave of absence for illness or injury or quarantine per year. 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.
  - c. Unused sick leave shall be accumulated.
3. Catastrophic Leave
  - a. Any full-time faculty member may donate a portion of his/her sick leave days to a full-time faculty member who has exhausted his/her accumulated sick leave days. Determination of eligibility to receive catastrophic sick leave donations will be the same as eligibility for the one hundred (100) days of differential pay (Education Code 87786 and CCA contract **Articles 12.B.4** and **12.B.6.a**). See **Article Twelve, Appendices D** and **E** at the end of this Article for the catastrophic leave forms.
  - b. Any transfer of sick days must be in writing. This transfer of sick leave days will be added to the sick faculty member's leave after he/she has exhausted all accumulated sick leave and the one-hundred-day (100-day) differential leave allowed by Education Code 87786 and CCA contract **Articles 12.B.4** and **12.B.6.a**.
  - c. A faculty member may receive up to forty (40) days of donated sick leave per illness/injury.
  - d. Faculty who are contributing to another faculty member's catastrophic leave must maintain a personal sick leave balance of not less than forty (40) days after contributing.
4. The District may require that absence due to illness or injury or quarantine which exceeds three (3) days duration within a thirty-day (30-day) calendar time period be verified by a written statement by a licensed physician indicating the reasons for and length of disability.

Article 12 (continued)

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 F** 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.

**C. Personal Necessity Leave**

1. Earned sick leave to a maximum of seven (7) 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.
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. College or District approved activities using the *District Absence/Travel Request/Reimbursement Claim* form do not require use of personal necessity leave.
4. 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 (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. Disability Pregnancy Leave**

1. Each female employee shall be entitled to a 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.
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.

### **G. 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. When child rearing leave is combined with family care leave, 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.)

## Article 12 (continued)

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.
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.

### **H. Child Adoption Leave**

1. The child adoption leave shall be granted to faculty and shall be without pay. The College President shall be notified of such request in sufficient time to make proper substitute arrangements.
2. The child adoption leave may begin on the date the employee takes custody of the child or any time within one (1) week prior.
3. The leave shall terminate sixty (60) days after the employee has taken custody of the child. The employee may request an extension to the sixty-day (60-day) limit in cases of unusual circumstances as verified in writing by a social worker, pediatrician, or other appropriate professional.

### **I. 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.

Article 12 (continued)

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.

J. 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. Training periods for members of military reserve units should be scheduled during time school is not in session. If a training period cannot be so scheduled, permission must be obtained from the Board of Trustees after a letter from the military commander has been presented stating alternative training periods are not available.
3. Employees shall provide copies of their military orders to substantiate their request for military leave.

Article 12 (continued)

**K. 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.

**L. 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.
7. During a paid leave of absence, the employee shall endorse to the District all Worker's Compensation benefit checks received for industrial accident or illness. The District, in turn, shall issue the employee's appropriate salary warrants and shall deduct 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. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.
10. This leave shall not be considered to be a break in service of the employee.

## Article 12 (continued)

### M. **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.

### N. **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.

### O. **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 G** at the end of this Article for the guidelines for approving sabbatical leaves and form. 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 (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.

Article 12 (continued)

- 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.
  - 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.

Article 12 (continued)

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.
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.

Article 12 (continued)

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.
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.

Article 12 (continued)

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.

**P. 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.
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.

**Q. Conditions for Leaves of Absence**

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

# **Article Twelve Appendix**

## Article Twelve Appendix

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## SICK LEAVE

- (1) Regular sick leave for faculty shall be charged as follows:
  - The accumulated sick leave and/or the current year's sick leave become available annually on the first day of service in the college year.
  - If a faculty member misses a contract day, a full day of sick leave will be charged, regardless of the number of hours of the assignment and the nature of assignment.
  - If a faculty member misses part of the day's assignment, sick leave will be charged at the proportion of the assignment missed is to the full day's assignment.
- (2) Sick leave is **not** earned for per diem days worked. Contract faculty in specially funded programs (i.e., JTPA) may use regular sick leave for per diem days missed because of illness. Sick leave shall be charged as specified above.
- (3) 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.



2100 Chester Avenue  
 Bakersfield, CA 93301-4099  
 (661) 336-5100

Article 12 – Appendix B

- Bakersfield College
- Cerro Coso College
- Porterville College
- District Office

## Academic Absence Report

Identification Number	Employee's Name <i>(Please Print)</i>			
<b>I HEREBY CERTIFY THE FOLLOWING ABSENCE(S)</b> (Employee must immediately complete this form upon return to duty.)				
Employee's Signature	Date	Department/Office		
C O D E	(J) Jury Duty	<b>Date(s)</b>	<b>Code</b>	<b>Hours</b>
	(S) Sick Leave			
	(P) Personal Necessity			
	(WC) Workers' Compensation			
	(B) Bereavement (State Relationship)			
	(U) Unpaid			
(O) Other (Identify)				
Supervisor's Signature	Date	College President's/Designee's Signature	Date	

4/2009  
 DO/HR

Original to: KCCD Human Resource/Payroll Office

Copies to: College Human Resources and Employee

**Records Retention Code—Class 3, Disposable Records [Form should be destroyed during the third (3<sup>rd</sup>) year after the fiscal year in which service was completed.]**



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Article 12 – Appendix C

- Bakersfield College
- Cerro Coso College
- Porterville College
- District Office

## Adjunct Faculty and Academic Extra-Pay Absence Report

Identification Number	Employee's Name <i>(Please Print)</i>			
<b>I HEREBY CERTIFY THE FOLLOWING ABSENCE(S)</b> (Employee must immediately complete this form upon return to duty.)				
Employee's Signature	Date	Department/Office		
C O D E	(S) Sick Leave	<b>Date(s)</b>	<b>Code</b>	<b>Hours</b>
	(O) Other (Identify)			
	_____			
	_____			
Supervisor's Signature	Date	College President's/Designee's Signature		
		Date		

7/2008  
 DO/HR

Original to: KCCD Human Resource/Payroll Office

Copies to: College Human Resources and Employee

**Records Retention Code—Class 3, Disposable Records [Form should be destroyed during the third (3<sup>rd</sup>) year after the fiscal year in which service was completed.]**



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Article 12 - Appendix D

- Bakersfield College
- Cerro Coso College
- Porterville College

## Catastrophic Leave Request (CCA/NEA Contract Article 12.B.3.a)

<b>Step One</b>	
Faculty Member's Name (or person making the request)	Date
<i>I hereby request donations of sick leave to assist me through this catastrophic period. Attached is a note from my medical practitioner verifying my need to be off work as a result of injury or illness.</i>	
Signature of Faculty Member	Date
<b>Step Two</b>	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied    Explanation _____	
Signature of Vice Chancellor, Human Resources	Date

### Catastrophic Application Instructions

The faculty member requesting catastrophic leave donations must:

- Complete this form
- Attach a medical practitioner's verification
- Submit form to District Human Resources

Your request will be forwarded to the Vice Chancellor, Human Resources, for approval/denial.



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Article 12 - Appendix E

- Bakersfield College
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## Consent to Donate Sick Leave for Catastrophic Leave

<b>Step One</b>	
Faculty Member's Name (or person making the request)	Date
<i>I hereby authorize the donation of _____ hours of my sick leave to _____, (faculty member's name). I understand this sick leave deduction (in hours) cannot reduce my balance to less than forty (40) days or three hundred and twenty (320) hours [eight (8) hours times forty (40) days].</i>	
Signature of Faculty Member	Date
<b>Step Two—District Office Verification</b>	
Sick Leave Balance as of Date of Request: _____ (hours) After this deduction, the faculty member's sick leave balance exceeds the forty (40) days.	
District Human Resources' Verification Signature	Date
<b>Step Three</b>	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied    Explanation _____ _____	
Signature of Vice Chancellor, Human Resources	Date

Kern Community College District Human Resources Operational Guideline

## Counting One Hundred (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.

KCCD HR 1-12-01

**Article 12 Appendix G-1**

## **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, 1991



## 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, and provide a non-binding load banking and withdrawal plan. 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, faculty chair, and the appropriate educational administrator have discussed the non-binding load banking withdrawal plan.

Article 13 (continued)

- b) The faculty member has submitted a Banked-Load Leave of Absence required form (**Appendix A**) 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.
    - c) The banked load has been verified by the educational administrator.
    - d) 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 **Appendix A** at the end of this Article for the Load Banking form.

# **Article Thirteen Appendix**

## **Article Thirteen Appendix**

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Article 13 – Appendix A

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**Bank-Load Leave of Absence Request**  
 (CCA Contract Article 13)

<i>Tenured faculty members must submit this request to the appropriate administrator by September 1 or February 1 of the semester prior to the anticipated leave.</i>	
Faculty Member's Name	Term of Leave Requested
Faculty Member's Signature	Date
<b>Checklist</b>	
<p>The educational administrator has verified that:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The faculty member, faculty chair, and the educational administrator have discussed the non-binding load banking withdrawal plan.</li> <li><input type="checkbox"/> The faculty member has submitted this request to the educational administrator by September 1 (for the following Spring) or by February 1 (for the following Fall) of the semester prior to the anticipated leave.</li> <li><input type="checkbox"/> The faculty member has the banked-load sufficient to cover the leave requested.</li> <li><input type="checkbox"/> At the time this leave will be taken, the faculty member will not have been granted more than one (1) banked-load leave of absence in the previous five-year (5-year) period.</li> </ul>	
<p>Recommendations and signatures (below) of the educational administrator and the College President are required to verify the faculty member is being permitted to utilize a banked-load leave of absence.</p> <p style="text-align: center;"> <input type="checkbox"/> Recommend Approval*      <input type="checkbox"/> Do Not Recommend Approval**                 </p>	
Comments:	Educational Administrator's Signature
	Date
<input type="checkbox"/> Approve* <input type="checkbox"/> Do Not Approve**	
Comments:	College President's Signature
	Date
<p>*If approved, this 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. At the request of the faculty member, this deadline may be waived by the College President or designee based upon extenuating circumstances.</p> <p>**If denied, the faculty member shall be granted this leave within four (4) semesters following the semester of initial request.</p>	
<p><u>Notification</u></p> <p>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 (2) semesters prior to the term in which it will be taken will be notified of the leave decision as soon as possible.</p>	

## **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. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
2. Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
3. Information of a derogatory nature, except material mentioned in this Section, 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 receipt by the District.

Article 14 (continued)

8. The faculty member shall have the right to copies of materials within the file except as noted in **Article 14.A.1** above. 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, except as noted in **Article 14.A.1** above.
9. Anonymous letters shall not be referenced or placed in any faculty member's personnel file.

**B. Complaints Against Faculty**

1. When complaints against faculty members are filed by students, the complaints shall be resolved through the Student Complaint (Section Four) or Discrimination Complaint (Section Twelve) policies. The complaint must be in writing and signed by the student.
2. When complaints against faculty members are filed by individuals other than students, the appropriate administrator shall confer one-to-one with the faculty member 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 agent. All such complaints shall be in writing and signed by the complainant. If the matter is not settled at the Vice President level, the College President or designee may take steps leading to personnel action according to Board Policy and/or law. See **Article Fourteen, Appendix A** for implementation guidelines of employee dismissals/ disciplinary action.
3. All faculty have the right to CCA representation in meetings with College or District administration where faculty reasonably believe that such meetings may lead to disciplinary action.

# **Article Fourteen Appendix**

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**Article 14 Appendix A**

**Employee Dismissals/Disciplinary Action**

- (1) When it first comes to the attention of any administrator that an employee's conduct or work performance is sufficiently below standard to warrant consideration for dismissal or other disciplinary action, the administrator will contact the Campus Human Resources Officer.
- (2) It shall be the responsibility of the Campus Human Resources Officer to arrange a meeting to include the following:
  - the immediate supervisor (administrator or unit member) of the employee under question;
  - if not listed above, the administrator in first line of authority;
  - the Campus Human Resources Officer;
  - the District Human Resources Officer; or
  - when warranted, other administrators in line of authority.

The purpose of this meeting will be to evaluate the concerns regarding the employee under consideration and to develop a course of action.

- (3) Until the meeting has taken place, the supervisor should refrain from making comment to the employee about any pending action. This should not be construed as preventing the supervisor from attempting to correct deficiencies in work performance.

## **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.

Article 15 (continued)

**C. Student Conduct Problems**

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

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.

**D. Labor-Management Communications**

The parties agree to establish a labor-management group to meet, using a problem-solving format to consider issues of mutual concern, including but not limited to, sick leave, adjunct faculty reemployment rights, allocation of bargaining unit positions and the faculty evaluation form. Normally, the group will be composed of three (3), but not to exceed five (5) Association representatives and three (3), but not to exceed five (5), District representatives. Meeting dates, locations and other subjects of interest shall be determined by the parties. The Vice Chancellor, Human Resources, will be responsible for overseeing the group. Any agreements reached will be reduced to writing and binding on the parties.

## **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.

Article 16 (continued)

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 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).

## Article 16 (continued)

### **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.
- 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 (**Article Sixteen, Appendix A**) 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 **Article Sixteen, Appendix C** at the end of this Article 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.

Article 16 (continued)

- 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* form **Article Sixteen, Appendix B** and the decision given by the immediate Educational Administrator at Level 1. It must also cite the specific reason(s) for the appeal. See **Article Sixteen, Appendix D** at the end of this Article for the Level 2 Grievance forms.
  - 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 **Article Sixteen, Appendix D** for the Level 3 Grievance form.

Article 16 (continued)

- 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 (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.

Article 16 (continued)

- 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.

# **Article Sixteen Appendix**

## Article Sixteen Appendix

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### KCCD Informal Grievance Summary

- 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.
- At the request of the Grievant or Association, the informal grievance conference will be acknowledged on this form and sent to the grievant and Association.

Name of Grievant	Date of Conference
Name of Educational Administrator	
Names of other attendees	
<b>Issue for Informal Grievance:</b>	
<b>Summary of Informal Conference:</b>	
<b>Resolution (if applicable):</b>	
Signature of Educational Administrator	Date



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## Faculty Statement of Formal Grievance Coversheet for Grievance File

- 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.
- All relevant original documents will be attached to this cover sheet. Copies will be made for the Grievant and Immediate Educational Administrator.

Name of Grievant	Date of Alleged Occurrence
Name of Educational Administrator	
Indicate the specific article(s), section(s), and paragraph(s) of the Agreement that has been violated	

*Please insert the appropriate dates and check off each stage as it is completed. At any point where the grievance is resolved please sign and date the final line.*

<p><b>Level 1 Grievance Process</b> (Between the Faculty Member and the immediate Educational Administrator be filed within ten (10) days of the informal decision)</p> <p><input type="checkbox"/> Date of Level 1 grievance submission _____</p> <p><input type="checkbox"/> Timeline date for completion of the Level 1 grievance _____</p> <p><input type="checkbox"/> Resolution reached. Date _____</p>
<p><b>Level 2 Grievance Process</b> (Between the Faculty Member and the College President be filed within ten (10) days of the Level 1 decision)</p> <p><input type="checkbox"/> Date of Level 2 grievance submission _____</p> <p><input type="checkbox"/> Timeline date for completion of the Level 2 grievance _____</p> <p><input type="checkbox"/> Resolution reached. Date _____</p>
<p><b>Level 3 Grievance Process</b> (Between the Faculty Member and the KCCD Chancellor or designee be filed within ten (10) days of the Level 2 decision)</p> <p><input type="checkbox"/> Date of Level 3 grievance submission _____</p> <p><input type="checkbox"/> Timeline date for completion of the Level 3 grievance _____</p> <p><input type="checkbox"/> Resolution reached. Date _____</p>
<p><b>Level 4 Grievance Process</b> (Arbitration Faculty Member and the College President be filed within 15 days of the Level 3 decision)</p> <p><input type="checkbox"/> Date of Level 4 grievance submission _____</p> <p><input type="checkbox"/> Timeline date for completion of the level 4 grievance _____</p> <p><input type="checkbox"/> Resolution reached. Date _____</p>

Attach final resolution or arbitrator's decision, if arbitration is the final level)  
 Original to: Immediate Educational Administrator Copy to: Grievant 7/2005



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Article 16 – Appendix C

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## Faculty Grievance: Level 1

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Grievant:

College:

Department/Division:

Educational Administrator:

Contract Article(s), section(s) and paragraph(s) alleged to be violated:

Date of Occurrence:

Nature of Grievance (Be Specific):

Adverse Effect Upon Grievant:

Results from Informal Conference:

Date of Informal Conference:

Resolution Sought by Grievant:

Grievant's Signature

Date



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## KCCD Faculty Grievance: Level 2

Grievant:

College:

Department/Division:

College President/Designee:

**A COPY OF THE ORIGINAL GRIEVANCE AND THE DECISION GIVEN BY THE IMMEDIATE EDUCATIONAL ADMINISTRATOR AT LEVEL 1 MUST BE ATTACHED TO THIS FORM.**

Reason for Appeal:

Grievant's Signature:

Date

### COLLEGE PRESIDENT/DESIGNEE'S RESPONSE

Date Appeal Received:

College President/Designee's Signature:

Date

Title:



2100 Chester Avenue  
Bakersfield, CA 93301-4099  
(661) 336-5100

Article 16 – Appendix E

- Bakersfield College
- Cerro Coso College
- Porterville College

## KCCD Faculty Grievance: Level 3

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Grievant:

College:

Department/Division:

**A COPY OF THE ORIGINAL GRIEVANCE AND THE DECISIONS THROUGH LEVEL 1 AND 2 MUST BE ATTACHED TO THIS FORM.**

Specific Reason for This Appeal:

Election of Grievant to Proceed by (Check One):

- A meeting with the Chancellor or Designee, or
- Conciliation by the California State Conciliation Service

Grievant's Signature:

Date

Original to: Educational Administrator

Copy to: Grievant and Association

7/2005

# Addenda

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**Addendum 1a**

Approved by the Board of Trustees  
 December 16, 2010

**BAKERSFIELD COLLEGE  
 KERN COMMUNITY COLLEGE DISTRICT  
 2011-2012 ACADEMIC CALENDAR**

MONTHS OF INSTRUCTION	SUN	MON	TUE	WED	THU	FRI	SAT	NOTATIONS
<b>AUGUST</b>		1	2	3	4	5	6	
9 days of instruction	7	8	9	10	11	12	13	
2 flex days	14	15	16	17	<del>18</del>	<del>19</del>	20	Aug. 18-19- Flex Days
	21	22	23	24	25	26	27	Aug. 22- Instruction Begins, Fall
	28	29	30	31				
<b>SEPTEMBER</b>					1	2	3	
25 days of instruction	4	<del>5</del>	6	7	8	9	10	Sept. 5- Labor Day Holiday
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30		
<b>OCTOBER</b>							1	
26 days of instruction	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	31						
<b>NOVEMBER</b>			1	2	3	4	5	
23 days of instruction	6	7	8	9	10	<del>11</del>	12	Nov. 11- Veterans' Day Holiday
	13	14	15	16	17	18	19	
	20	21	22	23	<del>24</del>	<del>25</del>	26	Nov. 24-25 - Thanksgiving Holidays
	27	28	29	30				
<b>DECEMBER</b>					1	2	3	Dec. 5-10 - Final Exams, Fall
9 days of instruction	4	5	6	7	8	9	10	Dec. 10- End of Fall Semester
92 total semester days- Fall	11	12	13	14	15	16	17	Dec. 11-Jan. 15 - Winter Recess
2 flex days	18	19	20	21	22	23	24	Dec. 26-27 - Christmas Recess
94 total semester days- Fall	25	<del>26</del>	<del>27</del>	28	29	30	31	
<b>JANUARY</b>	1	<del>2</del>	3	4	5	6	7	Jan. 2- New Year's Day Observance
14 days of instruction	8	9	10	11	12	<del>13</del>	14	Jan. 13 - Flex Day
1 flex day	15	<del>16</del>	17	18	19	20	21	Jan. 16- Martin Luther King, Jr. Day Holiday
	22	23	24	25	26	27	28	Jan. 16 - Instruction Begins, Spring
	29	30	31					

Bakersfield College 2011-12 Academic Calendar Page 2								
MONTHS OF INSTRUCTION	SUN	MON	TUE	WED	THU	FRI	SAT	NOTATIONS
<b>FEBRUARY</b>				1	2	3	4	
23 days of instruction	5	6	7	8	9	10	11	
	12	13	14	15	16	<del>17</del>	18	Feb. 17 – Lincoln Day Holiday
	19	<del>20</del>	21	22	23	24	25	Feb. 20 – Washington Day Holiday
	26	27	28	29				
<b>MARCH</b>					1	2	3	
27 days of instruction	4	5	6	7	8	9	10	
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	31	
<b>APRIL</b>	1	2	3	4	5	6	7	April 2-6 – Spring Recess
19 days of instruction	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30						
<b>MAY – 11 days of instruction</b>			1	2	3	4	5	May 7- May 12 – Final Exams, Spring
1 flex day - Spring	6	7	8	9	10	11	12	May 12 – End of Spring Semester
94 total days of instruction – Spring	13	14	15	16	17	18	19	May 11 – Commencement
95 total semester days – Spring	20	21	22	23	24	25	26	May 21 – Instruction Begins , Summer
189 total days – (2011-12)	27	<del>28</del>	29	30	31			May 28 – Memorial Day Holiday
8 days of instruction, Summer								
<b>JUNE</b>						1	2	
21 days of instruction	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
<b>JULY</b>	1	2	3	<del>4</del>	5	6	7	July 4 – Independence Day Holiday
19 days of instruction	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
48 total days of instruction, Summer	22	23	24	25	26	27	28	July 27 – Summer Session Ends
	29	30	31					
<b>AUGUST</b>				1	2	3	4	
	5	6	7	8	9	10	11	

**Addendum 1b**

Approved by the Board of Trustees  
 December 16, 2010

**CERRO COSO COMMUNITY COLLEGE  
 KERN COMMUNITY COLLEGE DISTRICT  
 2011-2012 ACADEMIC CALENDAR**

MONTHS OF INSTRUCTION	SUN	MON	TUE	WED	THU	FRI	SAT	NOTATIONS
<b>AUGUST</b>		1	2	3	4	5	6	
9 days of instruction	7	8	9	10	11	12	13	
2 flex days	14	15	16	17	<del>18</del>	<del>19</del>	20	Aug. 18-19– Flex Days
	21	22	23	24	25	26	27	Aug. 22 – Instruction Begins, Fall
	28	29	30	31				
<b>SEPTEMBER</b>					1	2	3	
25 days of instruction	4	<del>5</del>	6	7	8	9	10	Sept. 5 – Labor Day Holiday
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30		
<b>OCTOBER</b>							1	
26 days of instruction	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	31						
<b>NOVEMBER</b>			1	2	3	4	5	
23 days of instruction	6	7	8	9	10	<del>11</del>	12	Nov. 11 – Veterans' Day Holiday
	13	14	15	16	17	18	19	
	20	21	22	23	<del>24</del>	<del>25</del>	26	Nov. 24-25 – Thanksgiving Holidays
	27	28	29	30				
<b>DECEMBER</b>					1	2	3	Dec. 5-10 – Final Exams, Fall
9 days of instruction	4	5	6	7	8	9	10	
92 total semester days – Fall	11	12	13	14	15	16	17	Dec. 10 – End of Fall Semester
2 flex days	18	19	20	21	22	23	24	Dec. 11-Jan. 15 – Winter Recess
94 total semester days – Fall	25	<del>26</del>	<del>27</del>	28	29	30	31	Dec. 26-Dec. 27 – Christmas Recess
<b>JANUARY</b>	1	<del>2</del>	3	4	5	6	7	Jan. 2 – New Year's Day Observance
14 days of instruction	8	9	10	11	12	<del>13</del>	14	Jan. 13 – Flex Day
1 flex day	15	<del>16</del>	17	18	19	20	21	Jan. 16 – Martin Luther King, Jr. Day Holiday
	22	23	24	25	26	27	28	Jan. 16 – Instruction Begins, Spring
	29	30	31					

Cerro Coso Community College 2011-12 Academic Calendar Page 2								
MONTHS OF INSTRUCTION	SUN	MON	TUE	WED	THU	FRI	SAT	NOTATIONS
<b>FEBRUARY</b>				1	2	3	4	
23 days of instruction	5	6	7	8	9	10	11	
	12	13	14	15	16	<del>17</del>	18	Feb. 17 – Lincoln Day Holiday
	19	<del>20</del>	21	22	23	24	25	Feb. 20 – Washington Day Holiday
	26	27	28	29				
<b>MARCH</b>					1	2	3	
21 days of instruction	4	5	6	7	8	9	10	
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	March 19-24 – Spring Recess
	25	26	27	28	29	30	31	
<b>APRIL</b>	1	2	3	4	5	6	7	
25 days of instruction	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30						
<b>MAY – 11 days of instruction</b>			1	2	3	4	5	May 7- May 12 – Final Exams, Spring
1 flex day - Spring	6	7	8	9	10	11	12	May 12 – End of Spring Semester
94 total days of instruction – Spring	13	14	15	16	17	18	19	May 11 – Commencement
95 total semester days – Spring	20	21	22	23	24	25	26	May 29 - Instruction Begins, Summer
189 total days – (2011-12)	27	<del>28</del>	29	30	31			May 28 – Memorial Day Holiday
3 days of Instruction, Summer								
<b>JUNE</b>						1	2	
21 days of instruction	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
<b>JULY</b>	1	2	3	<del>4</del>	5	6	7	July 4 – Independence Day Holiday
21 days of instruction	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30	31					
<b>AUGUST -- 3 days of instruction</b>				1	2	3	4	August 3 – Summer Session Ends
48 total days of instruction, summer	5	6	7	8	9	10	11	

**Addendum 1c**

Approved by the Board of Trustees  
 December 16, 2010

**PORTERVILLE COLLEGE  
 KERN COMMUNITY COLLEGE DISTRICT  
 2011-2012 ACADEMIC CALENDAR**

MONTHS OF INSTRUCTION	SUN	MON	TUE	WED	THU	FRI	SAT	NOTATIONS
<b>AUGUST</b>		1	2	3	4	5	6	
9 days of instruction	7	8	9	10	11	12	13	
2 flex days	14	15	16	17	<del>18</del>	<del>19</del>	20	Aug. 18-19– Flex Days
	21	22	23	24	25	26	27	Aug. 22 – Instruction Begins, Fall
	28	29	30	31				
<b>SEPTEMBER</b>					1	2	3	
25 days of instruction	4	<del>5</del>	6	7	8	9	10	Sept. 5 – Labor Day Holiday
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30		
<b>OCTOBER</b>							1	
26 days of instruction	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	31						
<b>NOVEMBER</b>			1	2	3	4	5	
23 days of instruction	6	7	8	9	10	<del>11</del>	12	Nov. 11 – Veterans' Day Holiday
	13	14	15	16	17	18	19	
	20	21	22	23	<del>24</del>	<del>25</del>	26	Nov. 24-25 – Thanksgiving Holidays
	27	28	29	30				
<b>DECEMBER</b>					1	2	3	Dec. 5-10 – Final Exams, Fall
9 days of instruction	4	5	6	7	8	9	10	Dec. 10 – End of Fall Semester
92 total semester days – Fall	11	12	13	14	15	16	17	Dec. 11-Jan. 15 – Winter Recess
2 flex days	18	19	20	21	22	23	24	Dec. 26-27 – Christmas Recess
94 total semester days – Fall	25	<del>26</del>	<del>27</del>	28	29	30	31	
<b>JANUARY</b>	1	<del>2</del>	3	4	5	6	7	Jan. 2 – New Year's Day Observance
14 days of instruction	8	9	10	11	12	<del>13</del>	14	Jan. 13 – Flex Day
1 flex day	15	<del>16</del>	17	18	19	20	21	Jan. 16 – Martin Luther King, Jr. Day Holiday
	22	23	24	25	26	27	28	Jan. 16 – Instruction Begins, Spring
	29	30	31					

Porterville College 2011-12 Academic Calendar Page 2								
MONTHS OF INSTRUCTION	SUN	MON	TUE	WED	THU	FRI	SAT	NOTATIONS
<b>FEBRUARY</b>				1	2	3	4	
23 days of instruction	5	6	7	8	9	10	11	
	12	13	14	15	16	<del>17</del>	18	Feb. 17 – Lincoln Day Holiday
	19	<del>20</del>	21	22	23	24	25	Feb. 20 – Washington Day Holiday
	26	27	28	29				
<b>MARCH</b>					1	2	3	
27 days of instruction	4	5	6	7	8	9	10	
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	31	
<b>APRIL</b>	1	2	3	4	5	6	7	April 2-6 – Spring Recess
19 days of instruction	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30						
<b>MAY – 11 days of instruction</b>			1	2	3	4	5	May 7- May 12 – Final Exams, Spring
1 flex day - Spring	6	7	8	9	10	11	12	May 12 – End of Spring Semester
94 total days of instruction – Spring	13	14	15	16	17	18	19	May 11 – Commencement
95 total semester days – Spring	20	21	22	23	24	25	26	May 21 – Instruction Begins, Summer
189 total days – (2011-12)	27	<del>28</del>	29	30	31			May 28 – Memorial Day Holiday
7 days of instruction, Summer								
<b>JUNE</b>						1	2	
16 days of instruction	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
<b>JULY</b>	1	2	3	<del>4</del>	5	6	7	July 4 – Independence Day Holiday
15 days of instruction	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
38 total days of instruction - Summer	22	23	24	25	26	27	28	July 26 – Summer Session Ends
	29	30	31					
<b>AUGUST</b>				1	2	3	4	
	5	6	7	8	9	10	11	

## DISCIPLINES REQUIRING A MASTER'S DEGREE

These disciplines lists must be used in conjunction with the Board of Governors minimum qualifications regulations (Title 5 Sections 53400-53430). Applicable rules specified in Title 5 include the following:

- Degrees and credits generally must be from accredited institutions (Section 53406).
- An occupational license or certificate is required in certain instances (Section 53417).
- A district may hire a person who possesses qualifications different from, but equivalent to, those listed on the disciplines list, according to criteria and procedures agreed upon by the governing board and the academic senate (Section 53430).

Title 5 regulations also specify minimum qualifications for additional faculty members, including health services professionals, non-credit instructors, apprenticeship instructors, DSP&S personnel, EOPS personnel, learning assistance and tutoring coordinators, and work experience coordinators.

Whenever this list mentions a master's degree, any degree beyond the master's would also satisfy that qualification.

Under each of the disciplines below, the phrase 'OR the equivalent' refers to the possibility of hiring faculty who do not possess the exact degrees listed, under a local process developed and agreed upon by representatives of the governing board and the academic senate, as provided for in *Education Code* Section 87359 and Title 5 Section 53430.

Further, these lists only reflect the statewide minimums for persons to be considered qualified to teach in a discipline. Each district may establish additional qualifications which are more rigorous than those listed herein.

### *Discipline*

### *Areas also included in the discipline*

---

**Accounting:**

Master's in accountancy or business administration with accounting concentration **OR** Bachelor's in business with accounting emphasis or business administration with accounting emphasis or economics with an accounting emphasis **AND** Master's in business, business administration, business education, taxation, or finance **OR**  
The equivalent

*(NOTE: A Bachelor's degree with a CPA license is an alternative qualification for this discipline, pursuant to Title 5 Section 53410.1.)*

**Agriculture:**

Master's in agriculture, agriculture sciences or education with a specialization in agriculture **OR** Bachelor's in any of the above **AND** Master's in agriculture business, natural resources, animal science, plant science, soil science, forestry, pomology, agricultural engineering, environmental horticulture, agronomy, *viticulture* or enology **OR** The equivalent

**Anthropology:**

Master's in anthropology or archaeology **OR** Bachelor's in either of the above **AND** Master's in sociology, biological sciences, forensic sciences, genetics or paleontology **OR**

**Art:**

Master's in fine arts, art, or art history **OR** Bachelor's in any of the above **AND** Master's in humanities **OR** The equivalent

*(NOTE: "Master's in fine arts" as used here refers to any master's degree in the subject matter of fine arts, which is defined to include visual studio arts such as drawing, painting, sculpture, printmaking, ceramics, textiles, and metal and jewelry art; and also art education and art therapy. It does not refer to the "Master of Fine Arts" (MFA) degree when that degree is based on specialization in performing arts or dance, film, video, photography, creative writing, or other non-plastic arts.)*

**Astronomy:**

See Physics/Astronomy

**Biological Sciences:**

Master's in any biological science **OR** Bachelor's in any biological science **AND** Master's in biochemistry, biophysics, or marine science **OR** The equivalent

**Business:**

Master's in business, business management, business administration, accountancy, finance, marketing, or business education **OR** Bachelor's in any of the above **AND** Master's in economics, personnel management, public administration, or JD or LL.B. degree **OR** Bachelor's in economics with a business emphasis **AND** Master's in personnel management, public administration, or JD or LL.B. degree **OR** The equivalent

<b>Business Education:</b>	Master's in business, business administration, or business education <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in vocational education <b>OR</b> The equivalent
<b>Chemistry:</b>	Master's in chemistry <b>OR</b> Bachelor's in chemistry or biochemistry <b>AND</b> Master's in biochemistry, chemical engineering, chemical physics, physics, molecular biology, or geochemistry <b>OR</b> The equivalent
<b>Child Development/ Early Childhood Education:</b>	Master's in child development, early childhood education, human development, home economics/family and consumer studies with a specialization in child development/early childhood education, educational psychology with a specialization in child development/early childhood education <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in social work, educational supervision, elementary education, special education, psychology, bilingual/bicultural education, life management/home economics, family life studies, or family and consumer studies <b>OR</b> The equivalent
<b>Communication Studies: (Speech Communications)</b>	Master's in speech, speech broadcasting, telecommunications, rhetoric, communication, communication studies, speech communication, or organizational communication <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in drama/theater arts, mass communication, or English <b>OR</b> The equivalent
<b>Computer Science:</b>	Master's in computer science or computer engineering <b>OR</b> Bachelor's in either of the above <b>AND</b> Master's in mathematics, cybernetics, business administration, accounting or engineering <b>OR</b> Bachelor's in engineering <b>AND</b> Master's in cybernetics, engineering, mathematics, or business administration <b>OR</b> Bachelor's in mathematics <b>AND</b> Master's in cybernetics, engineering, mathematics, or business administration <b>OR</b> Bachelor's degree in any of the above <b>AND</b> a Master's degree in information science, computer information systems, or information systems <b>OR</b> The equivalent

*(NOTE: Courses in the use of computer programs for application to a particular discipline may be classified, for minimum qualifications purposes, under the discipline of the application.)*

<b>Counseling:</b>	Master's in counseling, rehabilitation counseling, clinical psychology, counseling psychology, guidance counseling, educational counseling, social work, career development, marriage and family therapy, or marriage, family and child counseling, <b>OR</b> The equivalent  <i>(NOTE: A license as a Marriage and Family Therapist (MFT) is an alternative qualification for this discipline, pursuant to Title 5 Section 53410.1.)</i>
<b>Dance:</b>	Master's in dance, physical education with a dance emphasis, or theater with dance emphasis, <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in physical education, any life science, physiology, theater arts, kinesiology, humanities, performing arts, or music <b>OR</b> The equivalent
<b>Dietetics:</b>	See Nutritional Science/Dietetics
<b>Drama/Theater Arts:</b>	Master's in drama/theater arts/performance <b>OR</b> Bachelor's in drama/theater arts/performance <b>AND</b> Master's in comparative literature, English, speech, literature, or humanities <b>OR</b> The equivalent
<b>Earth Science:</b>	Master's in geology, geophysics, earth sciences, meteorology, oceanography, or paleontology <b>OR</b> Bachelor's in geology <b>AND</b> Master's in geography, physics, or geochemistry <b>OR</b> The equivalent
<b>Ecology:</b>	Master's in ecology or environmental studies <b>OR</b> The equivalent <b>OR</b> See Interdisciplinary Studies
<b>Economics:</b>	Master's in economics <b>OR</b> Bachelor's in economics <b>AND</b> Master's in business, business administration, business management, business education, finance, or political science <b>OR</b> The equivalent
<b>Education:</b>	Master's in education <b>OR</b> The equivalent
<b>Engineering:</b>	Master's in any field of engineering <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in mathematics, physics, computer science, chemistry, or geology <b>OR</b> The equivalent

(NOTE: A Bachelor's in any field of engineering with a professional engineer's license is an alternative qualification for this discipline, pursuant to Title 5 Section 53410.1.)

**Engineering Technology:**

Master's in any field of engineering technology or engineering **OR** Bachelor's degree in either of the above **AND** Master's degree in physics, mathematics, computer science, biological science, or chemistry, **OR** Bachelor's degree in industrial technology, engineering technology or engineering **AND** a professional engineer's license **OR** The equivalent

**English:**

Master's in English, literature, comparative literature, or composition **OR** Bachelor's in any of the above **AND** Master's in linguistics, TESL, speech, education with a specialization in reading, creative writing, or journalism **OR** The equivalent

**ESL:**

Master's in TESL, TESOL, applied linguistics with a TESL emphasis, linguistics with a TESL emphasis, English with a TESL emphasis, or education with a TESL emphasis **OR** Bachelor's in TESL, TESOL, English with a TESL certificate, linguistics with a TESL certificate, applied linguistics with a TESL certificate, or any foreign language with a TESL certificate **AND** Master's in linguistics, applied linguistics, English, composition, bilingual/bicultural studies, reading, speech, or any foreign language **OR** The equivalent

**Ethnic Studies:**

Master's in the ethnic studies field **OR** The equivalent **OR** See Interdisciplinary Studies

**Family and Consumer and Studies/Home Economics:**

Master's in family and consumer studies, life management/home economics, or home economics education **OR** Bachelor's in any of the above **AND** Master's in child development, early childhood education, human development, gerontology, fashion, clothing and textiles, housing/interior design, foods/nutrition, or dietetics and food administration **OR** The equivalent

**Film Studies:**

Master's degree in film, drama/theater arts, or mass communication **OR** Bachelor's degree in any of the above **AND** Master's degree in media studies, English, or communication **OR** The equivalent

<b>Foreign Languages:</b>	Master's in the language being taught <b>OR</b> Bachelor's in the language being taught <b>AND</b> Master's in another language or linguistics <b>OR</b> The equivalent
<b>Geography:</b>	Master's in geography <b>OR</b> Bachelor's in geography <b>AND</b> Master's in geology, history, meteorology, or oceanography <b>OR</b> The equivalent <b>OR</b> See Interdisciplinary Studies
<b>Gerontology:</b>	Master's in gerontology <b>OR</b> The equivalent <b>OR</b> See Interdisciplinary Studies
<b>Health:</b>	Master's in health science, health education, biology, nursing, physical education, dietetics, or nutrition <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in public health, or any biological science <b>OR</b> The equivalent
<b>Health Services Director/ Health Services Coordinator/ College Nurse:</b>	Minimum Qualifications for these faculty members specified in Title 5 Section 53411.
<b>History:</b>	Master's in history <b>OR</b> Bachelor's in history <b>AND</b> Master's in political science, humanities, geography, area studies, women's studies, social science, or ethnic studies <b>OR</b> The equivalent
<b>Humanities:</b>	Master's in humanities <b>OR</b> The equivalent <b>OR</b> See Interdisciplinary Studies
<b>Instructional Design/ Technology:</b>	Master's in instructional design/technology <b>OR</b> The equivalent
<b>Interdisciplinary Studies:</b>	Master's in the interdisciplinary area <b>OR</b> Master's in one of the disciplines included in the interdisciplinary area and upper division or graduate course work in at least one other constituent discipline
<b>Journalism:</b>	Master's in journalism or communication with a specialization in journalism <b>OR</b> Bachelor's in either of the above <b>AND</b> Master's in English history, communication, literature, composition, comparative literature, any social science, business, business administration, marketing, graphics, or photography <b>OR</b> The equivalent

<b>Law:</b>	JD or LL.B. <i>(NOTE: Courses in aspects of law for application to a particular discipline may be classified, for minimum qualifications purposes in the discipline of the application.)</i>
<b>Learning Assistance Instructors:</b>	Minimum Qualifications for these faculty members are specified in Title 5 Section 53415.
<b>Library Science:</b>	Master's in library science, library and information science, <b>OR</b> The equivalent
<b>Linguistics:</b>	Master's in linguistics or applied linguistics <b>OR</b> Bachelor's in linguistics <b>AND</b> Master's in TESOL, anthropology, psychology, sociology, English, or any foreign language <b>OR</b> The equivalent
<b>Management:</b>	Master's in business administration, business management, business education, marketing, public administration, or finance <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in economics, accountancy, taxation, or law <b>OR</b> The equivalent
<b>Marketing:</b>	Master's in business administration, business management, business education, marketing, advertising, or finance <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in economics, accountancy, taxation, or law <b>OR</b> The equivalent
<b>Mass Communication:</b>	Master's in radio, television, film, mass communication, or communication, journalism <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in drama/theater arts, communication, communication <i>studies</i> , business, telecommunications, or English <b>OR</b> The equivalent
<b>Mathematics:</b>	Master's in mathematics or applied mathematics <b>OR</b> Bachelor's in either of the above <b>AND</b> Master's in statistics, physics, or mathematics education <b>OR</b> The equivalent
<b>Music:</b>	Master's in music <b>OR</b> Bachelor's in music <b>AND</b> Master's in humanities <b>OR</b> The equivalent
<b>Nursing:</b>	Master's in nursing <b>OR</b> Bachelor's in nursing <b>AND</b> Master's in health education or health science <b>OR</b> The equivalent <b>OR</b> The minimum qualifications as set by the Board of Registered Nursing, whichever is higher

<b>Nutritional Science/Dietetics:</b>	Master's in nutrition, dietetics, or dietetics and food administration <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in chemistry, public health, or family and consumer studies/home economics <b>OR</b> The equivalent <i>(NOTE: A Bachelor's in nutrition, dietetics, or dietetics and food administration, and certification as a registered dietitian, is an alternative qualification for this discipline, pursuant to Title 5 Section 53410.1.)</i>
<b>Philosophy:</b>	Master's in philosophy <b>OR</b> Bachelor's in philosophy <b>AND</b> Master's in humanities or religious studies, <b>OR</b> The equivalent
<b>Photography:</b>	Master's in photography, fine arts, or art <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in art history or humanities <b>OR</b> The equivalent
<b>Physical Education:</b>	Master's in physical education, exercise science, education with an emphasis in physical education, kinesiology, physiology of exercise, or adaptive physical education, <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in any life science, dance, physiology, health education, recreation administration, or physical therapy <b>OR</b> The equivalent
<b>Physical Sciences:</b>	See Interdisciplinary Studies
<b>Physics/Astronomy:</b>	Master's in physics, astronomy, or astrophysics <b>OR</b> Bachelor's in physics or astronomy <b>AND</b> Master's in engineering, mathematics, meteorology, or geophysics <b>OR</b> The equivalent
<b>Political Science:</b>	Master's in political science, government, public administration, or international relations <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in economics, history, social science, sociology, any ethnic studies, JD, or LL.B. <b>OR</b> The equivalent

<b>Psychology:</b>	Master's in psychology <b>OR</b> Bachelor's in psychology <b>AND</b> Master's in counseling, sociology, statistics, neuroscience, or social work <b>OR</b> The equivalent
<b>Reading:</b>	Master's in education with a specialization in reading or teaching reading <b>OR</b> Bachelor's in any academic discipline <b>AND</b> twelve semester units of course work in teaching reading <b>AND</b> Master's in English, literature, linguistics, applied linguistics, composition, comparative literature, TESL, or psychology <b>OR</b> The equivalent
<b>Recreation Administration:</b>	Master's in recreation administration or physical education <b>OR</b> Bachelor's in either of the above <b>AND</b> Master's in dance, gerontology, or public administration, <b>OR</b> The equivalent
<b>Religious Studies:</b>	Master's in religious studies, theology, or philosophy <b>OR</b> Bachelor's in any of the above <b>AND</b> Master's in humanities <b>OR</b> The equivalent
<b>Social Science:</b>	Master's in social science <b>OR</b> See Interdisciplinary Studies
<b>Sociology:</b>	Master's in sociology <b>OR</b> Bachelor's in sociology <b>AND</b> Master's in anthropology, any ethnic studies, social work, or psychology <b>OR</b> The equivalent
<b>Special Education:</b>	Minimum Qualifications for these faculty members are specified in Title 5 Section 53414.
<b>Speech Communication:</b>	<i>See Communication Studies.</i>
<b>Theater Arts:</b>	See Drama/Theater Arts
<b>Women's Studies:</b>	Master's in women's studies <b>OR</b> The equivalent <b>OR</b> See Interdisciplinary Studies

**Addendum 2b**

**DISCIPLINES IN WHICH A MASTER'S DEGREE IS NOT GENERALLY EXPECTED OR  
AVAILABLE**

The minimum qualifications for disciplines on this list are any bachelor's degree and two years of experience, or any associate degree and six years of experience. Please see other notes at the beginning of "Disciplines Requiring A Master's Degree."

The list of "areas also included in the discipline" is not exhaustive. Only those areas are included for which it might not be clear otherwise whether they were intended to be included.

*Discipline*

*Areas also included in the discipline*

---

**Addiction Paraprofessional  
Training:**

**Administration of Justice:** Police science, corrections, law enforcement

**Aeronautics:** Airframe and powerplant, aircraft mechanics aeronautical engineering technician, avionics

**Agricultural Business and  
Related Services:** Inspection, pest control, food processing/meat cutting

**Agricultural Engineering:** Equipment and machinery, farm mechanics

**Agricultural Production:** Animal science, plant science, beekeeping, aquaculture

**Air Conditioning, Refrigeration,  
Heating:** Solar energy technician

**Animal Training and  
Management:** Exotic animal training

**Appliance Repair:** Vending machines

**Archaeological Technology:**

**Architecture:**

<b>Athletic Training:</b>	<i>(Note: This discipline listing applies only to instructors teaching apportionment generating courses in the subject of athletic training. Non-apportionment-generating athletic training activity is not subject to minimum qualifications.)</i>
<b>Auto Body Technology:</b>	Antique and classic auto restoration
<b>Automotive Technology:</b>	
<b>Aviation:</b>	Flight, navigation, ground school, air traffic control
<b>Banking and Finance:</b>	
<b>Barbering:</b>	
<b>Bicycle Repair:</b>	
<b>Bookbinding:</b>	
<b>Broadcasting Technology:</b>	Film making/video, media production, radio/TV
<b>Building Codes and Regulations:</b>	Inspecting of construction, building codes, contractor training
<b>Building Maintenance:</b>	
<b>Business Machine Technology:</b>	
<b>Cabinet Making:</b>	
<b>Cardiovascular Technology:</b>	
<b>Carpentry:</b>	
<b>Ceramic Technology:</b>	
<b>Coaching:</b>	
<b>Commercial Art:</b>	Sign making, lettering, packaging, rendering
<b>Commercial Music:</b>	
<b>Computer Information Systems:</b>	Computer network installation, microcomputer technology, computer applications

**Computer Service Technology:**

**Construction Management:**

**Construction Technology:**

**Cosmetology:**

**Court Interpreting:**

**Court Reporting:**

**Culinary Arts/Food  
Technology:**

Food service, meat cutting, baking, waiter/waitressing, bar  
tending

**Dental Technology:**

Dental assisting, dental hygiene

**Diagnostic Medical  
Technology:**

Diagnostic medical sonography, neurodiagnostic  
technology, polysomnographic technology

**Diesel Mechanics:**

**Dietetic Technician:**

**Drafting:**

*CADD (Computer Aided Drafting/Design), CAD (Computer  
Aided Design), CAD (Computer Aided Drafting)*

**Electricity:**

Electrical power distribution

**Electromechanical  
Technology:**

Industrial mechanical technology

**Electromicroscopy:**

**Electronics:**

**Electronic Technology:**

Radio, television, computer repair, avionics

**Electroplating:**

**Emergency Medical  
Technologies:**

**Engineering Support:**

Surveying, engineering aides

**Environmental Technologies:**

Environmental hazardous material technology, hazardous

	material abatement, environmentally conscious manufacturing, waste water pretreatment, air pollution control technology, integrated waste management, water treatment, sewage treatment
<b>Equine Science:</b>	Equine training, equitation, farrier science, pack horse management
<b>Estimating:</b>	
<b>Fabric Care:</b>	Laundry and dry cleaning
<b>Fashion and Related Technologies:</b>	Merchandising, design, production
<b>Fire Technology:</b>	
<b>Flight Attendant Training:</b>	
<b>Fluid Mechanics Technology:</b>	
<b>Folk Dance:</b>	
<b>Forestry/Natural Resources:</b>	Range management soil, air and water resources; fish/wildlife management; parks and recreation
<b>Furniture Making:</b>	
<b>Graphic Arts:</b>	Desktop publishing
<b>Gunsmithing:</b>	
<b>Health Care Ancillaries:</b>	Medical assisting, hospice worker, home care aide, certified nurse aide, health aide, ward clerk, central service technology, childbirth educator, primary care associate, massage therapy
<b>Health Information Technology:</b>	Medical record technology
<b>Heavy Duty Equipment Mechanics:</b>	
<b>Hotel and Motel Services:</b>	
<b>Industrial Design:</b>	

**Industrial Maintenance:**

**Industrial Relations:**

**Industrial Safety:**

**Industrial Technology:** Foundry occupations

**Insurance:**

**Interior Design:**

**Janitorial Services:**

**Jewelry:**

**Labor Relations:**

**Legal Assisting:** Paralegal

**Library Technology:**

**Licensed Vocational Nursing:**

**Locksmithing:**

**Machine Tool Technology:** Tool and die making

**Manufacturing Technology:** Quality control, process control

**Marine Diving Technology:**

**Marine Engine Technology:**

**Martial Arts/Self-Defense:**

**Masonry:** Concrete, cement work, bricklaying

**Materials Testing  
Technology:** Destructive testing or nondestructive examination

**Media Production:** Also see Broadcasting Technology

**Medical Instrument Repair:**

<b>Mining and Metallurgy:</b>	Oil field operations
<b>Mortuary Science:</b>	
<b>Motorcycle Repair:</b>	
<b>Multimedia:</b>	
<b>Music Management:</b>	
<b>Music Merchandising:</b>	
<b>Musical Instrument Repair:</b>	
<b>Nursing Science/ Clinical Practice:</b>	
<b>Occupational Therapy Assisting:</b>	
<b>Office Technologies:</b>	Secretarial skills, office systems, word processing, computer applications, automated office training
<b>Ornamental Horticulture:</b>	Landscape horticulture, design, maintenance, landscape architecture, floristry, floral design
<b>Pharmacy Technology:</b>	
<b>Photographic Technology/ Commercial Photography:</b>	
<b>Physical Therapy Assisting:</b>	
<b>Piano Tuning and Repair:</b>	
<b>Plastics:</b>	
<b>Plumbing:</b>	
<b>Printing Technology:</b>	Typography, composition, printing
<b>Private Security:</b>	Security management, safety/accident control, hazardous substance management crime prevention
<b>Prosthetics and Orthotics:</b>	

**Psychiatric Technician:  
Public Relations:**

**Radiological Technology:**

**Radiation Therapy:**

**Real Estate:**

**Registered Veterinary Technician:**

**Rehabilitation Technician:**

**Respiratory Technician:**

**Respiratory Technologies:**

**Restaurant Management:**

**Retailing:** Purchasing, merchandising, sales

**Robotics:** Computer integrated manufacturing

**Sanitation and Public Health  
Technology:**

**Search and Rescue:**

**Sheet Metal:**

**Ship and Boat Building and  
Repair:**

**Shoe Rebuilding:**

**Sign Language, American:**

**Sign Language/  
English Interpreting:**

**Small Business Development:** Entrepreneurship

**Small Engine Mechanics:**

**Stagecraft:**

**Steamfitting:**

**Surgical Technology:**

**Telecommunication Technology:**

**Transportation:**

**Travel Services:**                      Dispatching

**Upholstering:**

**Vision Care Technology:**

**Watch and Clock Repair:**

**Welding:**

**Addendum 3a**

**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.



2100 Chester Avenue  
Bakersfield, CA 93301-4099  
(661) 336-5100

Addendum 3b

- Bakersfield College
- Cerro Coso College
- Porterville College

## FACULTY REQUEST TO PARTICIPATE MINORITY STUDENT MENTORING PROGRAM

Faculty Mentor: \_\_\_\_\_ Home Telephone: \_\_\_\_\_

College: \_\_\_\_\_ Office Telephone: \_\_\_\_\_

-----  
**STUDENT INFORMATION**  
-----

Name: \_\_\_\_\_ Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Birthdate: \_\_\_\_\_

High School: \_\_\_\_\_ Graduation Date: \_\_\_\_\_

Major Area of Study: \_\_\_\_\_

Occupational Preference: \_\_\_\_\_

Anticipated Date of Transfer to a Four-Year Institution: \_\_\_\_\_

Special Interests and Hobbies:

---

---

College Activities:

---

---

STUDENT

*I agree to participate in the minority student/mentoring program.*

FACULTY

*I agree to serve as a faculty mentor.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

-----  
**President/Designee Approval**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



2100 Chester Avenue  
Bakersfield, CA 93301-4099  
(661) 336-5100

Addendum 3c

- Bakersfield College
- Cerro Coso College
- Porterville College

---

## FACULTY REQUEST FOR COMPENSATION MINORITY STUDENT MENTORING PROGRAM

---

Five hundred dollars (\$500)

OR

Three (3) units of credit toward salary advancement

-----  
-----  
*I certify the following requirements have been satisfied and that \_\_\_\_\_ (Student) has completed his/her course work and has transferred to a four-year institution:*

(1) The faculty mentor working with the student, reviewed all of the following:

- a) placement test scores and implications
- b) anticipated course work by semester and/or summer session
- c) financial options for college
- d) outside employment and implications
- e) special interest in college related activities
- f) hobbies, interests and unique skills
- g) family encouragement for education
- h) long-term educational goals

(2) The faculty mentor conferred with the student at the midpoint of each semester regarding academic progress.

(3) The faculty mentor conferred with the student at the end of each semester about academic progress and course work for the next term.

(4) The faculty mentor discussed with the student his/her educational plans.

(5) The faculty mentor was available to the student for conferences at the student's request.

(6) As appropriate, the faculty mentor was involved with the student in college-related activities.

-----  
-----

---

Faculty Mentor's Signature

Date

---

Student's Signature

Date

---

President/Designee's Signature

Date

---

**Addendum 4**

**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

Memorandum of Understanding

**Addendum 5**

The Kern Community College District ("KCCD") and the Kern Community College District Faculty Association ("CCA") hereby enter into this Memorandum of Understanding ("MOU") to preserve the parties' rights to possibly afford and receive an additional two years of service credit and two years of age to increase the age factor as early retirement incentives specified in Education Code sections 22714.5 and 87488.1. The parties acknowledge that the exclusive purpose of this MOU is to designate a conditional early retirement window period by January 1, 2005 to meet the legally required deadline. The parties acknowledge that this MOU does not represent a commitment by KCCD to offer any early retirement incentive and that this MOU should be construed accordingly.

KCCD and CCA agree to the following window periods:

**March 19, 2007 through April 20, 2007**

**March 19, 2009 through April 20, 2009**

Prior to opening the window period specified above, KCCD and CCA must, by written agreement, approved by the Board of Trustees, agree to the following:

- (1) The conditions to opening the above-specified window period;
- (2) A net cost savings will result to KCCD by offering this early retirement incentive;
- (3) The Board of Trustees of KCCD determines that offering this early retirement incentive is in the District's best interests;
- (4) All legal requirements are met and approval is obtained from the State Chancellor's Office, STRS and all other agencies as required by law;
- (5) The calculations/methodology for determining whether or not a net cost savings will result to KCCD from opening the above-specified window period and affording the two additional years of service credit and two years of age to increase the age factor for eligible faculty members; and
- (6) The cost savings in opening the window period and affording the early retirement incentives shall result in a net cost savings to KCCD that is greater than that which would otherwise result from normal faculty retirements without any other type of contractual or statutory early retirement incentives.

KCCD and CCA acknowledge that if no written agreement is executed between the parties at least thirty (30) days before the window period specified above, then that window period shall not be opened and KCCD shall not be obligated to offer this early retirement incentive.

The parties further understand and agree that this MOU shall be effective only upon ratification by the Board of Trustees of the Kern Community College District.

  
\_\_\_\_\_  
Kate Pluta  
President, KCCD CCA/CTA/NEA

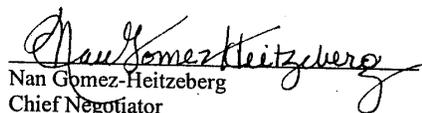
Date: 12/10/04

  
\_\_\_\_\_  
Janet Fulks, Chief Negotiator,  
KCCD CCA/CTA/NEA

Date: 12/10/04

  
\_\_\_\_\_  
Sandra Serrano, Chancellor  
Kern Community College District

Date: 12.10.04

  
\_\_\_\_\_  
Nan Gomez-Heitzeberg  
Chief Negotiator

Date: 12/10/04

Addendum 6

**Agreement Between The Kern Community College District and  
KCCD/CCA/CTA/NEA July 1, 2011 – June 30, 2014**

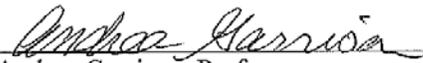
For Kern Community College District:

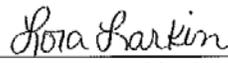
  
Mr. Bruce Barsook  
Attorney – Chief Negotiator

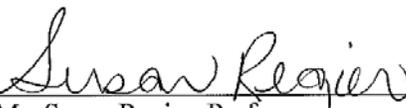
  
Mr. Ibrahim "Abe" Ali  
Vice Chancellor, KCCD Human Resource

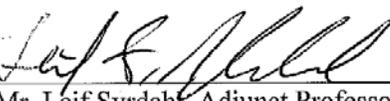
For KCCD CCA/CTA/NEA

  
Mary O'Neal, Professor  
CCA President and Negotiator  
Cerro Coso Community College

  
Andrea Garrison, Professor  
CCA Chief Negotiator  
Bakersfield College

  
Ms. Lora Larkin, Professor  
CCA Negotiator, Bakersfield College

  
Ms. Susan Regier, Professor  
CCA Negotiator, Porterville College

  
Mr. Leif Syrdahl, Adjunct Professor  
CCA Negotiator, Porterville College

RATIFIED, EXCLUSIVE REPRESENTATIVE ON: December 9, 2011

RATIFIED, BOARD OF TRUSTEES ON: December 15, 2011

EFFECTIVE JULY 1, 2011

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into by BAKERSFIELD COLLEGE and KERN COMMUNITY COLLEGE COMMUNITY COLLEGE ASSOCIATION/NEA.

**I. Conversion of Faculty Director Positions to Management Positions at Bakersfield College**

Both parties agree that the faculty positions discussed in this MOU will be converted to management on the schedule described, contingent upon maintenance of the Full Time Faculty Obligation and the conditions below. All positions will be pointed immediately to determine salary grade on the confidential management salary schedule. This information will be made available to faculty currently holding these positions.

- A) The Director of Disabled Students Programs and Services, currently a vacant faculty position, will convert to management immediately.
- B) The positions listed below will remain faculty positions until the individuals currently holding them voluntarily vacate the positions or request that the positions become management (but not to exceed two positions per year unless approved by the college president).
  - 1. Director, Public Safety Training/Public Safety Security
  - 2. Director, Extended Opportunity Program and Services (EOP&S)
  - 3. Director, Work Experience

Faculty in these positions who request that their position become management will be compensated at their July 1, 2004, 175-day faculty salary and remain at that salary until the management salary schedule equals that amount.

**II. Department Chairs**

The department chairs listed below will be elected according to Academic Senate practice. All chairs will have extra days. The counseling and library chairs will have no specified reassigned time because the flexible nature of the assignments allows chair duties to be done within the workday.

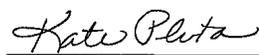
Counseling chair	10 days
FACE chair	8 days and 0.3 reassigned time
Library chair	5 days

For the District:

  
Sandra V. Serrano, President 03-29-04

  
Juanita L. Chrysanthou, VP, Learning Services 3-29-04

For the Association:

  
Kate Pluta, CCA President and Chief Negotiator 3/29/04

  
Andrea Garrison, CCA Campus Chair 3/29/04

**Section Six**

**Certificated**

**Academic Senate**

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Governance Processes Relative to the  
District Board Policy Manual  
and Collegial Consultation  
With Academic Senates**

**Employ the Process of Mutual Agreement**

**Policies:** None

**Procedures:** None

**Appendices:** None

**Rely Primarily Upon the Advice and Judgment**

**Policies:** All Policies

**Procedures:** All Procedures

**Appendices:** All Appendices

## SECTION SIX

### FACULTY/ACADEMIC SENATE

#### **6A** Recognition of Academic Senates (Revised July 13, 2000)

- 6A1** The Board of Trustees affirms recognition of the Academic Senates of the Colleges of the Kern Community College District under Title 5 of the California Administrative Code and as provided for in law.
- 6A2** The Academic Senates shall be recognized to make recommendations to the District Chancellor, and to the Board of Trustees with respect to academic and professional matters.
- 6A3** The Academic Senate of each College shall be recognized to make recommendations with respect to academic and professional matters to the College President and Management Team of each College, and, if necessary, consult collegially with the Board of Trustees about individual College matters as outlined in **Policy 6A4**.
- 6A4** *Academic and professional matters* means the following policy development and implementation matters:
- curriculum, including establishing pre-requisites and placing courses within disciplines;
  - degree and certificate requirements;
  - grading policies;
  - educational program development;
  - standards or policies regarding student preparation and success;
  - District and College governance structures, as related to faculty roles;
  - faculty roles and involvement in accreditation processes, including self-study and annual reports;
  - policies for faculty professional development activities;

- processes for program review;
  - processes for institutional planning and budget development; and
  - other academic and professional matters as mutually agreed upon between the Governing Board and the Academic Senates.
- 6A5** The Board of Trustees or its designee shall consult collegially with the College Academic Senates when identifying or adopting policies on academic and professional matters. This requirement to consult collegially shall not limit other rights and responsibilities of the Academic Senates which are specifically provided for in statute, regulations, or other sections of the District Board Policy Manual.
- 6A6** *Consult collegially* means that the Board of Trustees shall develop policies on academic and professional matters through either or both of the following methods, according to its own discretion:
- relying primarily upon the advice and judgment of the Academic Senates; or
  - that the Board of Trustees, or such representatives as it may designate, and the representatives of the Academic Senates shall have the obligation to reach mutual agreement by written resolution, regulation, or policy of the Board of Trustees effectuating such recommendations.
- 6A7** With respect to academic and professional matters listed in **Policy 6A4**, the Board of Trustees shall rely primarily upon the advice and judgement of the Academic Senates.
- 6A8** While in the process of consulting collegially, the Academic Senates shall retain the right to meet with or appear before the Board of Trustees with respect to views, recommendations, or proposals of the Academic Senates. In addition, after consultation with the administration of the College and/or District, the Academic Senates may present their views and recommendations to the Board of Trustees according to **Policies 6C1 and 6C2**.
- 6A9** The Board of Trustees shall rely primarily upon the advice and judgment of the Academic Senates in determining which policies, proposed and existing, relate to academic and professional matters. The Chancellor shall rely primarily upon the advice and judgment of the academic senates in determining which procedures relate to academic and professional matters and shall consult collegially with the Academic Senate with respect to these procedures.

**6B** Responsibilities of the College Academic Senates

- 6B1** The appointment of faculty members to serve on College or District committees, task forces or other groups dealing with academic and professional matters, shall be made, after consultation with the Chief Executive Officer or his/her designee, by the Academic Senates.
- 6B2** The Academic Senates shall implement the sections of the District's and Colleges' faculty hiring and evaluation policies for which they are responsible.
- 6B3** The College curriculum committee shall be established by mutual agreement between the College administration and Academic Senate.
- 6B4** The Academic Senates may assume such responsibilities and perform such functions as may be delegated to them in writing by the Board of Trustees of the District pursuant to Section 53203(a) of Title 5.
- 6B5** Each College Academic Senate and College administration shall agree upon written responsibilities delegated to the Academic Senate, including, but not limited to, academic and professional matters as defined in Section 53200 of Title 5, California Administration Code.

**6C** Recommendation and Consultation

- 6C1** In making a recommendation to the Board of Trustees, the College Academic Senates shall, using their own procedures, jointly agree upon the recommendation before forwarding it to the Board of Trustees.
- 6C2** When the Board of Trustees or its designee consults collegially with the College Academic Senates, the Academic Senates shall, using their own procedures, jointly agree upon a response before forwarding it to the Board of Trustees or its designee.
- 6C3** In instances where the Board of Trustees elects to rely primarily upon the advice and judgment of the Academic Senates, the recommendations of the Academic Senates shall normally be accepted, and only in exceptional circumstances and for compelling reasons will the recommendations not be accepted. If a recommendation is not accepted, the Board of Trustees or its designee, upon request of the Academic Senates, shall promptly communicate its reasons for its action in writing to the Academic Senates.

- 6C4** In instances where the Board of Trustees elects to provide for mutual agreement with the Academic Senates, the Academic Senates shall determine their representatives to meet with the Board of Trustees' representatives to reach a tentative mutual agreement, to be approved by each College Academic Senate. If final mutual agreement cannot be reached, existing policy shall remain in effect unless continuing with such policy exposes the District to legal liability or causes substantial fiscal hardship. In cases where there is not existing policy, or in cases where exposure to legal liability or substantial fiscal hardship requires existing policy to be changed, the Board of Trustees may act, after a good faith effort to reach agreement with the Academic Senates, only for compelling legal, fiscal, or organizational reasons.
- 6D** **Scope**--Nothing in **Policies 6A** through **6F** of this policy shall be construed to impinge upon the due process rights of faculty, nor to detract from any negotiated agreements between the collective bargaining representatives and the Board of Trustees.
- 6E** **Implementation**--This policy shall be deemed as a formal statement of compliance with the law and Title 5 regulations. The Academic Senate and administration of each College shall consult collegially on any additional procedures to implement the policies in **Section Six** of the District Board Policy Manual.
- 6F** **Review and Revision**--Policies on academic and professional matters are subject to review and revision at the request of any one (1) of the Academic Senates or the Board of Trustees. The Academic Senates and the Board of Trustees shall consult collegially on such revised policies as outlined in **Policy 6C**, before adoption of said revised policies.
- 6G** **Faculty Hiring** (Applicable to all personnel with employment contracts based on the Basic Faculty Salary Schedule)
- 6G1** **Philosophy**
- 6G1A** It shall be the policy of the Kern Community College District that a faculty hiring process be established to provide for highly qualified College faculty who are expert in their subject areas, who are skilled in teaching and serving the needs of a varied student population, who can enhance overall College effectiveness, and who are sensitive to and representative of the racial and cultural diversity of the District adult community.
- 6G1B** The governing board of a community college district derives its authority from statute and from its status as the entity holding the institution in trust for the benefit of the public. The governing board and the administrators it appoints have the principal legal and public responsibility for ensuring an effective hiring process.

- 6G1C** Faculty members derive their authority from their expertise as teachers and subject matter specialists and from their status as professionals. The Faculty has an inherent professional responsibility in the development and implementation of policies and procedures governing the hiring process.
- 6G1D** The Academic Senates have the legal responsibility and authority to develop jointly with representatives of the governing board the hiring criteria, policies and procedures for new faculty.
- 6G1E** Hiring procedures are based on a recognition that responsibility for selecting faculty from a pool of qualified applicants is shared cooperatively by faculty and administration, participating effectively in all phases of the hiring process.
- 6G1F** All policies and procedures relative to faculty hiring shall be characterized by strict confidentiality to the extent permitted by law.

**6G2** Affirmative Action

- 6G2A** The Board of Trustees, Administration and Academic Senate have the joint responsibility to ensure that affirmative action goals and timetables are a part of the overall process of hiring faculty.
- 6G2B** All participants in the hiring process shall receive training in affirmative action procedures and shall become knowledgeable about the affirmative action goals and timetables of the District and its Colleges.
- 6G2C** Each College's Affirmative Action Officer shall serve as a consultant on District and State guidelines and be responsible for monitoring the College and District's affirmative action policies and procedures, including but not limited to:
- Review of the job description/announcement;
  - Review of the composition and procedures of selection committees; and
  - Review of the adequacy of the applicant pool.
- 6G2D** Each College Personnel Officer in consultation with the College Affirmative Action Officer and selection committee shall determine the adequacy of the employment pool based on all applications received.

### **6G3** Position Identification/Approval

**6G3A** The need for contract faculty positions shall be determined cooperatively through a well-defined, thoughtful planning process involving the College Academic Senate, faculty in the discipline, and College administrators. This process shall be agreed to by the College President and the Academic Senate.

**6G3B** A contract faculty position requires the approval of the College President and the District Chancellor prior to the commencement of the selection process.

### **6G4** Job Description

**6G4A** The department/division chair, if any, and the faculty in the discipline in consultation with the appropriate administrator shall develop the faculty job description, which shall include position requirements and desired characteristics. Hiring criteria that are beyond minimum qualifications set by District policy may be established.

**6G4B** In special cases, faculty and/or administrators from other campuses of the College, Colleges of the District, faculty/administrators from other colleges, or outside agencies may be part of the consultative process.

**6G4C** In all cases, job descriptions shall meet the minimum qualifications for teaching at the community college level, as established by the state-wide Academic Senate and adopted by the Board of Governors of the California Community Colleges.

**6G4C1** It shall be the responsibility of the Academic Senate, in consultation with the faculty of the appropriate discipline, to decide how equivalency shall be determined. See **Procedure 6G4C1** of this Manual for the list of equivalency criteria.

**6G4C1A** The purpose of equivalency statements shall be to ensure the maintenance of a professional and highly-qualified staff.

**6G4C1A1** The equivalency process is flexible enough to allow applicants who provide evidence that they have education or experience comparable to that required by the minimum qualifications to be given careful consideration, even if their formal education is not identical to degree requirements or they have acquired their qualifications by a route other than the conventional one.

**6G4C1B** Except in special cases, only formal education shall be considered the equivalent for degree requirements, including general education and the major required for the degree.

**6G4C1C** In special cases, experience, work, independent education, or academic/artistic/vocational products that can be shown to have generated the equivalent knowledge, including general education and the major required for the degree, may be considered the equivalent of the degree.

**6G4C1D** For the equivalent of required experience, alternative ways of achieving mastery of the skills of the vocation and knowledge of the working environment of the vocation may be considered.

**6G4C1E** In no case shall an equivalency be interpreted to mean a *waiver* of state-mandated minimum qualifications.

**6G4C2** Requirements for any vacant faculty position may exceed the state-mandated minimum qualifications.

**6G4D** Job descriptions shall accurately reflect the needs of the College and the goals of affirmative action.

**6G5** Search Procedures

- 6G5A** Approval of open positions and initiation of the hiring process shall be early enough in the year to allow for all procedures to be undertaken in a thorough and thoughtful manner.
- 6G5B** The length of the advertising period should be long enough to ensure a pool of well-qualified applicants, and one which furthers the College's and District's affirmative action goals.
- 6G5C** Vacant faculty positions should be filled during the regular academic year.
- 6G5D** Positions shall be advertised widely to ensure a pool of highly qualified applicants and to further the College and District affirmative action goals.
- 6G5E** Position announcements shall be prepared by the College Personnel Officer in consultation with the appropriate area faculty and administrator and shall include job-related skills requirements, minimum qualifications and any special qualifications.
- 6G5F** The position announcement requires the review of the College President, the College Affirmative Action Officer and the approval of the Assistant Chancellor, Personnel or designee prior to dissemination.

**6G6** Selection Committees

- 6G6A** The selection committee shall consist of at least a majority of faculty. The selection committee shall be composed of at most:
  - 6G6A1** Three (3) faculty members appointed by the Academic Senate in consultation with the faculty of the discipline, one (1) of whom shall be the department/division chair, if any, and one (1) area administrator appointed by the College President; **or** Four (4) or more faculty members appointed by the Academic Senate in consultation with the faculty of the discipline, one (1) of which shall be the department/division chair, if any, and up to two (2) administrators appointed by the College President, one (1) of which shall be the area administrator;

**6G6A2** One (1) College Affirmative Action Committee member who shall be a faculty member if at all possible appointed by the College Affirmative Action Committee chair.

**6A6A2A** The role of the Affirmative Action Committee member shall be to encourage staff diversity and monitor affirmative action compliance with respect to federal and State law, State regulations and District/College policies and procedures.

**6G6A3** Additional members as agreed upon by the College President and the Academic Senate President.

**6G6B** The area administrator will convene the initial meeting of the selection committee. The selection committee shall elect a chair from this committee, who shall be from the discipline, if at all possible.

**6G6C** The College Personnel Office shall receive applications and initially screen for minimum qualifications. Complete applications shall be categorized relative to compliance with minimum qualifications as:

- Clearly met, or
- Compliance not clear.
- All complete applications will be available to the Selection Committee after inappropriate material is removed.

**6G6D** Selection committees shall determine whether applicants meet the desired qualifications, including minimum qualifications and, where appropriate, equivalents.

**6G6E** In determining equivalents, selection committees shall follow the procedure adopted by the Senate.

**6G6E1** 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.) *(Added April 20, 1995)*

- 6G6E2** For those candidates deemed qualified by equivalents, a written record of evidence of equivalence shall be maintained. See **Appendix 6G6E1** of this Manual for the Certification of Equivalency form. *(Revised April 20, 1995)*
- 6G6E3** The College Senate, area administrator or affirmative action representative may present its views to the Board regarding each specific case of equivalency before the Board makes its decision. A written record of the Board's decision shall be kept. *(Revised April 20, 1995)*
- 6G6F** The Selection Committee shall review all completed applications and shall select those applicants for an interview who best meet the desired qualifications listed on the job description.
- 6G6G** The candidates will be evaluated with respect to, but not limited, to the following criteria:
- Subject area knowledge and competency;
  - Teaching/service and communications skills;
  - Commitment to professional growth and service;
  - Potential for overall professional effectiveness;
  - Sensitivity to and understanding of the diverse academic, socio-economic, cultural, disability and ethnic backgrounds of the students;
  - Teaching or skill demonstrations and/or writing samples.
- 6G6H** The Selection Committee shall formulate uniform interview questions. The Selection Committee shall conduct interviews and evaluate responses. During interviews, a standardized question and appropriate follow-up procedure shall be employed. Individual committee members must be present for each interview in order to participate in the evaluation of candidates.
- 6G6H1** Every effort shall be made to schedule interviews when all selection committee members can be present. If necessary, classroom substitutes shall be provided for faculty members on the selection committee.

- 6G6I** The Selection Committee shall conduct reference checks.
- 6G6J** The Chair shall lead the committee discussion regarding strengths and weaknesses of the candidates. The committee may include written comments for each candidate as a further means of communicating its recommendations. The Selection Committee may wish to schedule second-stage interviews for those considered best qualified.
- 6G6K** Except as noted in **Policies 6G6K1** and **6G6K2**, the Selection Committee shall recommend two (2) or more finalists to the College President for final consideration. If the Selection Committee sends two (2) or more, the College President can select from those recommended after consultation with the Selection Committee Chair or with the Selection Committee if it so requests.
- 6G6K1** In the event the Selection Committee recommends one (1) finalist, the College President shall then meet with the Selection Committee to discuss its recommendation. The Selection Committee shall explain its reasons for submitting one (1) candidate. The College President may choose the candidate recommended or request additional recommended candidates, or reopen the process.
- 6G6K2** If the Selection Committee cannot recommend any of the applicants, or if the College President cannot choose any of those recommended, the hiring process shall reopen.

**6G7** Selection of the Final Candidate

- 6G7A** The College President shall review the Selection Committee's recommendations and shall interview the finalists and conduct additional reference checks.
- 6G7B** The College President, in consultation with the Selection Committee Chair, shall select the finalist to be recommended to the Chancellor and Board of Trustees for final approval.

**6G8** Notification of Candidates

- 6G8A** All candidates for positions in the Kern Community College District shall be notified in a timely manner regarding disposition of their applications. Interviewees shall receive personal calls from the College President or designee regarding the position.

**6G8B** The formal offer of employment shall be prepared and issued from the District Personnel Office.

**6G9** Implementation

**6G9A** This policy shall be deemed a general statement of compliance with Assembly Bill 1725, and the Academic Senate of each College shall approve any additional procedures to implement this policy, according to its legal responsibility under Assembly Bill 1725.

**6G10** Review and Revision

**6G10A** This policy is subject to review and revision at the request of any one (1) of the College Academic Senates or the Board of Trustees. Such revised policy shall be agreed upon by each Academic Senate and the Board of Trustees before it replaces the previously agreed upon policy.

# Procedure

## Equivalency Criteria

Equivalency criteria for use in determining minimum qualifications follow:

(A) Formal education equivalent to the Degree

(1) Formal education equivalent to the Master's Degree:

- A Master's Degree in teaching in the discipline
- A Master's Degree in Education, with substantial graduate units in the discipline
- Bachelor's Degree and a combination of thirty (30) semester graduate units in education and the discipline

(2) Formal education equivalent to the Bachelor's Degree:

- At least one hundred twenty (120) semester units, including general education and forty (40) units in a discipline, at least thirty (30) of which are upper division or graduate

(3) Formal education equivalent to the Associate Degree:

- At least sixty (60) approved units, including general education, as defined in the following guides published by the American Council on Education:

*The Guide to the Evaluation of Educational Experience in the Armed Services*

*The National Guide to Educational Credit for Training Programs*

(B) Non-Formal Education Equivalencies to the Degree

- (1) Substantial work experience equivalent to the degree, e.g., in computers, engineering, or journalism
- (2) Substantial academic experience and/or accomplishment equivalent to the degree, e.g., teaching at the upper division or graduate level, scholarly publications

(B) (continued)

- (3) Substantial artistic experience and/or accomplishments equivalent to the degree, e.g., performances, shows, exhibitions, compositions, or books
- (C) Equivalencies to required experience could include appropriate collegiate education or other training programs that indicate a mastery of the skills of the discipline and knowledge of the working environment of the discipline

Approved by the Chancellor's Cabinet  
August 28, 1990

# Appendix



# **SECTION SEVEN UNDER REVISION**

Please refer to current CCA  
Collective Bargaining Agreement  
for further information regarding  
Part-time Adjunct

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**Section Seven—Certificated Part-time (Adjunct)  
Governance Processes Relative to the  
District Board Policy Manual  
and Collegial Consultation  
With Academic Senates**

**Employ the Process of Mutual Agreement**

- Policies:**
- (1) **7C1**, Philosophy (*includes Policies 7C1A through 7C1F*)
  - (2) **7C2**, Affirmative Action (*includes Policies 7C2A and 7C2B*)

**Procedures:** None

**Appendices:** **7C6E2**, Certification of Equivalency

**Rely Primarily Upon the Advice and Judgment**

- Policies:**
- (1) **7C3**, Position Identification (*includes Policies 7C3A through 7C3C1*)
  - (2) **7C4**, Job Descriptions (*includes Policies 7C4A through 7C4D*)
  - (3) **7C5**, Search Procedures (*includes Policies 7C5A through 7C5E*)
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Rely Primarily Upon the Advice and Judgment--Policies (continued)

**Procedures:** None

**Appendices:** None

# Policy

## SECTION SEVEN

### CERTIFICATED/PART-TIME (ADJUNCT)

**7A** This **Section** applies to all certificated part-time employees who do not hold contracts based on the Basic Faculty Salary Schedule or the Child Development Teacher Salary Schedule.

**7A1** Assignments of certificated part-time employees under this **Section** are *Temporary* and do not accrue rights to *Contract* (probationary) or *Regular* (tenured) status.

**7A2** Employment may not begin until the appropriate pre-employment forms have been filed with the District Personnel Office.

**7B** **Adjunct Faculty Professional Expectations** (*Revised September 19, 1996*)

**7B1** Duties of adjunct faculty include the following as appropriate. The faculty member shall:

**7B1A** Provide instructional and/or non-instructional services specified by the faculty member's contract and/or staff assignment sheet.

**7B1A1** Instruct courses in a manner consistent with curriculum committee approved course outlines. Provide non-instructional services in a manner consistent with approved position description.

**7B1B** Be available to confer with students before or after class sessions or at times designated by the immediate supervisor.

**7B1C** Develop or participate in the development of curriculum, services, and/or activities. Review curriculum and/or services periodically, revising as necessary. Attend and participate in College, divisional, or departmental meetings as appropriate.

- 7B1D** Provide current course orientation materials to each student on the first (1st) day of class, and discuss orally the course content. These materials will minimally include approximate dates of outside activities, an approximate weekly assignment plan, an approximate examination schedule, grading criteria, and general rules that will affect student grade (such as attendance, drop/add deadlines, withdrawal deadlines, tardiness, student class participation). A copy of the orientation materials shall be provided to the supervising administrator during the first (1st) week of instruction.
- 7B1E** Plan instructional or non-instructional activities with due regard to the level and purpose of the course or service area.
- 7B1F** Use media aids, the library, and other resources as appropriate to enhance student learning.
- 7B1G** As appropriate, utilize alternative instructional delivery approaches to improve student access.
- 7B1H** Communicate with students and staff in a professional manner.
- 7B1I** Maintain currency in subject matter and/or service area.
- 7B1J** Adhere to College and District policies and procedures.
- 7B1K** Reasonably assist in the maintenance of facilities and equipment.
- 7B1L** When reasonably possible, report absences to the appropriate office in sufficient time to provide proper substitution and/or notification of students.
- 7B1M** Not combine, cancel, or change meeting times or places of classes or activities without permission of the College President or designee.
- 7B1N** Provide for supervision of students at events or field trips throughout the activity.
- 7B1O** File an injury report with the College President or designee if a personal or student injury occurs while on duty or on the campus.
- 7B1P** Maintain a current address and telephone number with the College President or designee.
- 7B1Q** Participate as assigned in retention and institutional research activities, recruiting, and articulation with schools and colleges.

- 7B1R** Participate in promotion, job placement, student follow-up, and advisory committees.
- 7B1S** Not conduct personal business which interferes with assignment responsibilities nor use District or College personnel, facilities or equipment for personal business.
- 7B1T** Except in the case of emergency, not leave a class, program, or activity unattended. An appropriately qualified academic employee must always be responsible and present.
- 7B1U** Use the primary textbook as agreed upon with the supervising administrator or designee.
- 7B1V** Regularly check campus mail box.

**7C Adjunct (Part-time) Faculty Hiring**

**7C1 Philosophy**

- 7C1A** It shall be the policy of the Kern Community College District that a faculty hiring process be established to provide for highly qualified college faculty who are expert in their subject areas, who are skilled in teaching and serving the needs of a varied student population, who can enhance overall college effectiveness, and who are sensitive to and representative of the racial and cultural diversity of the District adult community. See **Procedure 7C1A** of this Manual for Interim Hiring Guidelines for Certificated Personnel.
- 7C1B** The governing board of a community college district derives its authority from statute and from its status as the entity holding the institution in trust for the benefit of the public. The governing board and the administrators it appoints have the principal legal and public responsibility for ensuring an effective hiring process.
- 7C1C** Faculty members derive their authority from their expertise as teachers and subject matter specialists and from their status as professionals. The Faculty has an inherent professional responsibility in the development and implementation of policies and procedures governing the hiring process.
- 7C1D** The Academic Senates have the legal responsibility and authority to develop jointly with representatives of the governing board the hiring criteria, policies, and procedures for new faculty.

**7C1E** Hiring procedures are based on a recognition that responsibility for selecting faculty from a pool of qualified applicants is shared cooperatively by faculty and administration, participating effectively in all phases of the hiring process.

**7C1F** All policies and procedures relative to faculty hiring shall be characterized by strict confidentiality to the extent permitted by law.

**7C2** Affirmation Action

**7C2A** The Board of Trustees, Administration, and Academic Senate have the joint responsibility to ensure that affirmative action goals and timetables are a part of the overall process of hiring faculty.

**7C2B** All participants in the hiring process shall receive training in affirmative action procedures and shall become knowledgeable about the affirmative action goals and timetables of the District and its Colleges.

**7C3** Position Identification

**7C3A** The division or department chair or discipline-area faculty shall recommend a position to be filled by an adjunct faculty member, new or in the existing pool, to the appropriate administrator for approval.

**7C3B** In geographic areas where it is impossible to involve division chairs, or department chairs, or discipline-area faculty, the area administrator shall make recommendations for adjunct positions.

**7C3C** In discipline areas where large numbers of adjunct faculty are used, qualified applicant pools shall be developed cooperatively through a process involving discipline-area faculty and College administrators. The process shall be sensitive to College affirmative action goals.

**7C3C1** Each College Personnel Officer in consultation with the College Affirmative Action Officer and Division/Department Chair(s)/discipline faculty shall determine the ongoing adequacy of the employment pools.

**7C4** Job Descriptions

**7C4A** Job descriptions shall be written by the discipline-area faculty in consultation with the appropriate administrator.

**7C4B** In geographic areas where it is impossible for the discipline-area faculty to write the job description, it shall be written by the area administrator.

**7C4C** In all cases, job descriptions shall meet the minimum qualifications for teaching at the community college level, as established by the state-wide Academic Senate and adopted by the Board of Governors of the California Community Colleges.

**7C4C1** It shall be the responsibility of the Academic Senate, in consultation with the faculty of the appropriate discipline, to determine how equivalency shall be determined.

**7C4C1A** The purpose of equivalency statements shall be to ensure the maintenance of a professional and highly-qualified staff.

**7C4C1A1** The equivalency process is flexible enough to allow applicants who provide evidence that they have education or experience at least comparable to that required by the minimum qualifications to be given careful consideration, even if their formal education is not identical to degree requirements or they have acquired their qualifications by a route other than the conventional one.

**7C4C1B** Except in special cases, only formal education shall be considered the equivalent for degree requirements, including general education and the major required for the degree.

**7C4C1C** In special cases, experience, work, independent education, or academic/artistic/vocational products that can be shown to have generated the equivalent knowledge, including general education and the major required for the degree, may be considered the equivalent of the degree.

**7C4C1D** For the equivalent of required experience, alternative ways of achieving mastery of the skills of the vocation and knowledge of the working environment of the vocation may be considered.

**7C4C1E** In no case shall an equivalency be interpreted to mean a *waiver* of state-mandated minimum qualifications.

**7C4C2** Requirements for any vacant faculty position may exceed the state-mandated minimum qualifications.

**7C4D** Job descriptions shall accurately reflect the needs of the College and the goals of affirmative action.

**7C5** Search Procedures

**7C5A** Position announcements, if necessary, shall be written by the College personnel office in consultation with the discipline-area faculty.

**7C5B** The position announcement shall be approved by the appropriate College administrator.

**7C5C** The position announcement shall have an appropriate affirmative action review.

**7C5D** The position announcement shall be reviewed by the Personnel Officer.

**7C5E** If positions are advertised, they should be open long enough to ensure a pool of well-qualified applicants and to further the College's affirmative action goals.

**7C6** Selection Procedures

**7C6A** If a position is not advertised, the division chair or department chair or discipline-area faculty shall recommend a candidate to the appropriate administrator.

**7C6A1** In geographic areas where it is impossible to involve faculty, the area administrator shall make the recommendation.

**7C6A2** The candidate may be from the existing pool of qualified adjunct faculty.

**7C6B** If a position is advertised, there shall be a selection committee composed of at least two (2) faculty members from the discipline if available, and appointed by the Senate and the appropriate area administrator. The committee shall be chaired by a faculty member.

**7C6B1** In geographic areas where it is impossible to involve faculty, the area administrator shall evaluate the applicants and make the recommendation to the appropriate administrator.

**7C6C** The College Personnel Office shall receive applications and initially screen for minimum qualifications. Complete applications shall be categorized relative to compliance with minimum qualifications as:

- Clearly met; or,
- Compliance not clear.

**7C6D** Those responsible for selection shall determine whether the applicants meet the desired qualifications, including minimum qualifications and, where applicable, equivalents.

**7C6E** In determining equivalents, those responsible for the selection shall follow the procedure adopted by the Senate. (*Revised April 20, 1995*)

**7C6E1** 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.) (*Added April 20, 1995*)

**7C6E2** For those candidates deemed qualified by equivalents, a written record of evidence of

equivalence shall be maintained. See **Appendix 7C6E2** of this Manual for the Certification of Equivalency form.

**7C6E3** The College Senate, area administrator, or Affirmative Action representative may present their views to the Board regarding each specific case of equivalency before the Board makes its decision. A written record of the Board's decision shall be kept.

**7C6F** Those responsible for selection shall evaluate and interview, if appropriate, all candidates according to the desired qualifications on the job description.

**7C6G** The candidates will be evaluated with respect to, but not limited to, the following criteria:

- Subject area knowledge and competency;
- Teaching/service and communications skills;
- Commitment to professional growth and service;
- Potential of overall professional effectiveness;
- Sensitivity to and understanding of the diverse academic, socio-economic, cultural, disability, and ethnic backgrounds of the students;
- Where possible, teaching or skills demonstrations may be required.

**7C6H** All methods of evaluation shall be uniform.

**7C6I** If those responsible for selection cannot recommend a candidate, the hiring process may be reopened.

## **7C7** Selection of the Candidate

**7C7A** Those responsible for selection shall recommend a candidate(s) to the appropriate administrator.

**7C7B** If the appropriate administrator does not agree with the recommendation, he/she shall confer with those responsible for the selection. If they cannot agree, the search shall continue.

**7C7C** A candidate shall be recommended for either a position or the pool of qualified adjunct faculty. This process shall be sensitive to College affirmative action goals.

**7C7D** Names of adjunct faculty should appear on the class schedule, if at all possible.

**7C8** Implementation

**7C8A** This policy shall be deemed a general statement of compliance with Assembly Bill 1725, and the Academic Senate of each College shall approve any additional procedures to implement this policy, according to its legal responsibility under Assembly Bill 1725.

**7C9** Review and Revision

**7C9A** This policy is subject to review and revision at the request of any one (1) of the College Academic Senates or the Board of Trustees. Such revised policy shall be agreed upon by each Academic Senate and the Board of Trustees before it replaces the previously agreed-upon policy.

**7D** Evaluation of Adjunct Personnel

**7D1** Evaluation of Adjunct Personnel--Evaluation of adjunct faculty members has as its primary purpose enhancement of job competence of faculty members. The District retains responsibility for the evaluation and assessment of the performance of job duties by each faculty member.

**7D1A** Criteria used in the evaluation process shall include general standards of professional preparation and execution of the work assignment, including adherence to District and College policy and regulations.

**7D1B** Written procedures to implement the evaluation process shall be determined by the individual campuses with the approval of the Chancellor or designee and shall be uniform and consistent.

**7D1C** Supervisors, administrators, faculty, and other designated persons may visit classes or work areas for observation purposes.

**7D1D** Faculty evaluations by students shall be included in the evaluation process.

- 7D1E Adjunct faculty have the right to respond in writing to any evaluation. The response will be attached to the evaluation and placed in the personnel file.
- 7D1F Evaluation information shall be factual and shall not be obtained through the use of electronic or other listening or recording devices without the written permission of the faculty member. Anonymous letters shall not be used in the evaluation process. *(Revised September 19, 1996)*
- 7D1G Adjunct faculty shall be evaluated within the first (1st) year, and at least once every six (6) semesters thereafter.

## **7E Adjunct Faculty Load**

- 7E1 The College President or designee shall determine the class assignment and load for each adjunct faculty member to meet students' needs.
- 7E2 Adjunct faculty members will not be assigned to classes or professional services which, in the aggregate, provide a load that is greater than sixty percent (60%) per semester of that of a similarly situated regular faculty member. This does not include day-to-day substitute assignments and proctoring.
- 7E3 Class size maximums and minimums will be determined by the College President or designee.
- 7E4 Finalization of assignments will be made as soon as possible after the beginning of the course(s).
- 7E5 Adjunct assignments shall be at the discretion of the College President or designee.

## **7F Compensation and Benefits** *(Revised September 19, 1996)*

- 7F1 Adjunct Faculty Compensation [See **Appendix 7F1** of this Manual for the Part-time (Adjunct) Faculty Salary Schedule]
  - 7F1A The Adjunct Faculty Salary Schedule shall be that which is adopted by the Board of Trustees.
    - 7F1A1 Adjunct faculty shall be notified of their payment schedule at the time of assignment each semester. (See **Procedure 7F1A1** of this Manual for the Adjunct Faculty Payroll Procedures.)

**7F1A2** Final payment is made at the end of each assignment when all records are filed with the College.

**7F2** Compensation for Special Professional Services

**7F2A** Part-time staff 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, or
- On a contract basis as determined by the College President or designee.

**7F3** Field Trips--For an adjunct staff member to receive up to 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. All field trips must have the prior approval of the appropriate campus administration. [See **Appendix 7F1** of this Manual for Part-time (Adjunct) Faculty Salary for rate of compensation]

**7F4** In certain circumstances, adjunct faculty may become members of the State Teachers' Retirement System (STRS). If the adjunct faculty member becomes eligible for membership in STRS, both the District and the employee contribute to STRS as mandated by law.

**7F5** Adjunct faculty are not eligible for the District sponsored health and welfare plans.

**7F6** Compensation for Faculty Members Retired from the Kern Community College District (*Revised May 6, 1999*)

**7F6A** Retired faculty members providing services to the Kern Community College District shall be compensated according to the Basic Faculty Salary Schedule for Overload and Other Non-Contract Services for Contract and Regular Faculty. Retirees should check on the amount of maximum salary to earned without affecting retirement pay.

**7F6B** All retired faculty members who perform services not enumerated in this policy may be paid a stipend as determined by the College President and approved by the Board of Trustees.

**7F7** The District will waive all fees for adjunct instructors for courses taken at any of the District's three (3) Colleges if they are employed at the time of registration for the course.

## **7G Absences and Leaves**

**7G1** Records of employee absences are to be maintained by the College Personnel Office at the College of assignment in the employee's personnel file.

### **7G2 Leave of Absence/Sick Leave**

**7G2A** Sick leave earned under this section shall be granted when an employee is kept from the performance of assigned adjunct duties by illness, injury, or quarantine.

**7G2B** Adjunct faculty will earn sick leave at one (1) hour for each seventeen (17) hours of assigned activity completed.

**7G2C** Hours for classroom assignments shall be posted to the adjunct faculty member's sick leave balance at the completion of the semester and/or summer session. Non-teaching or assignment hours will be posted as earned.

**7G2D** Unused sick leave shall be accumulated and limited to a maximum of fifteen (15) hours. Sick leave earned for adjunct faculty assignments shall not be converted to *regular* sick leave if the adjunct employee becomes a contract employee.

**7G2E** The District may require that any absence due to illness or injury or quarantine which exceeds three (3) days duration be verified by a written statement by a licensed physician indicating the reasons for and length of disability.

**7G3** Other leaves of absence, paid or unpaid, may be granted by the Chancellor or designee.

## **7H Personnel**

**7H1** There shall be a District Personnel File for each adjunct faculty member. The file will be limited to basic hiring and employment information including educational advancement and pertinent work experience.

**7H2** Records of professional evaluation of adjunct faculty are maintained at the campus level in either the instructional dean's office or the personnel office.

**7H3** Information of a derogatory nature shall not be placed in an adjunct faculty member's file until the employee is given notice and an opportunity to review and comment thereon.

**7H4** Every employee shall have the right to inspect such materials upon request, provided that the request is made during regular office hours at a time when such person is not actually required to render services to the District.

**7H5** Any material to be placed in an adjunct faculty member's file shall be clearly identified as to its source or originator and its date of receipt by the College or District. Anonymous letters shall not be referenced or placed in any adjunct faculty member's file.

## **7I** **Termination**

**7I1** Services of adjunct faculty members may be suspended without pay on oral notice and terminated upon the recommendation of the College President and Chancellor with approval by the Board of Trustees.

**7I1A** When possible, the supervisor will discuss the matter with the employee before taking action.

**7I1B** Services of adjunct faculty automatically terminate at the conclusion of assignment.

## **7J** **Safety**

### **7J1** **Safe Working Conditions**

**7J1A** Any on-the-job condition(s) considered to be unsafe or potentially unsafe by a faculty member should be reported immediately to his/her immediate supervisor. The District shall conduct investigations of employee reports and take appropriate corrective measures as soon as practicable.

## **7K** **Student Conduct**

**7K1** A faculty member may suspend a student from his/her class under provisions of Education Code Section 76032 and Board of Trustees policy (**Section 4F6**) regarding student conduct.

**7K1A** 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. Any further action must be approved by the President or designee.

**7K1B** During the period of removal, a student shall not be returned to the class without the concurrence of the instructor of the class.

**7K2** A faculty member shall immediately report any assault in connection with his/her employment to the immediate supervisor. The supervisor shall take timely and appropriate action.

# Procedure

## **Interim Hiring Guidelines for Faculty Personnel**

- 1) **No person is authorized to perform services for the District as an employee until these criteria have been met:**
  - a) All required personnel/payroll forms must be on file with the campus **prior** to requesting interim hire approval. The following forms are required for all personnel.
    - I-9 forms
    - Employment application
    - W-4 form
    - Oath of Office
    - TB exam results
    - Retirement form
    - Fingerprints (if applicable)
    - Minimum Qualifications/Equivalency Statement or credential (if applicable)
  - b) When all necessary forms are on file in the campus Human Resources (HR) office, a copy of the Request for Authorization to Employ Faculty Personnel form shall be forwarded to the District HR Office for approval. Formal approval will be obtained at the next regularly scheduled Board Meeting. At the time, the interim approval will expire and employees must be Board approved to be considered legal employees of the District.
- 2) Emergency situations which require a position to be filled prior to fulfillment of all of the above conditions must be authorized by the Chancellor or College Academic Vice President before the employee commences service.

Approved by Chancellor's Cabinet  
November 6, 1990

Revised May 9, 2000

**Adjunct Faculty Payroll Procedures**

- Adjunct faculty employed for the Fall term shall be compensated in five (5) equal payments beginning September 15.
- Adjunct faculty employed for the Spring term shall be compensated in five (5) equal payments beginning February 15.
- Adjunct faculty employed for the Summer term shall be compensated in two (2) equal payments, July 15 and August 15.

Approved by Chancellor's Cabinet  
September 24, 1996

Revised 6/10/97

# Appendix



## **Part-time (Adjunct) Faculty Salary Schedule**

### **Classroom Instruction**

Weekly faculty contact hours (WFCH) on a semester basis will be the basis for the course cost. Compensation for classroom instruction shall be eight hundred, seventy-five dollars (\$875.00) per WFCH.

### **Counselors and Librarians**

Adjunct counselors and librarians shall be compensated fifty dollars (\$50.00) per hour.

### **Other Instructionally Related Services**

Adjunct faculty shall be compensated thirty dollars (\$30.00) per hour for all instructionally related services not enumerated above. Instructionally related services include, but are not limited to, assignments to curriculum development, institutional research, field trips, and college nurse.

### **Hourly Substitutes**

Except as noted below, hourly substitutes shall be compensated thirty dollars (\$30.00) per hour.

When a substitute takes full responsibility for a class in the Fall or Spring term for more than two (2) consecutive weeks, compensation shall be fifty dollars (\$50.00) per hour applied retroactively.

When a substitute takes full responsibility for a class in the summer term for more than one (1) full week, compensation shall be fifty dollars (\$50.00) per hour applied retroactively.

**Proctoring**

Adjunct proctors shall be compensated eighteen dollars (\$18.00) per hour.

**Porterville Developmental Center**

The hourly rate for the Porterville Developmental Center will be twenty-seven dollars and fifty cents (\$27.50) per hour. (Effective July 1, 2006)

**Part-time (Adjunct) Faculty Salary Schedule Summary**

<b>\$18.00 per hour</b>	Proctors
<b>\$27.50 per hour</b>	Porterville Developmental Center
<b>\$30.00 per hour</b>	<ul style="list-style-type: none"><li>• Other instructionally related services</li><li>• Hourly substitutes</li></ul>
<b>\$50.00 per hour</b>	<ul style="list-style-type: none"><li>• Counselors and librarians</li><li>• Hourly Substitutes [for more than two (2) consecutive weeks during a semester or for more than one (1) week during summer session, retroactively]</li><li>• Classroom instruction for other than semester length courses</li></ul>
<b>\$875.00 per WFCH</b>	Classroom instruction for semester length courses

Approved by the Board of Trustees  
September 19, 1996, Effective January 1, 1997

Revised January 16, 1997  
Revised November 7, 1997  
Revised October 5, 2000, Effective Fall 2000  
Revised June 28, 2001, Effective January 1, 2001  
Revised June 28, 2001, Effective June 1, 2001  
Revised July 12, 2001, Effective June 1, 2001  
Revised June 2, 2005, Effective June 1, 2005  
Revised September 7, 2006, Effective August 28, 2006



**Agreement with the  
California School  
Employees  
Association**

**July 1, 2011 through  
June 30, 2014**

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**SECTION NINE**  
**CLASSIFIED STAFF CONTRACT**

**ARTICLE 9A--RECOGNITION**

- 9A1** The District hereby acknowledges that the California School Employees Association (CSEA) is the exclusive bargaining representative for those position classifications listed in Appendix "A" in accordance with the Public Employment Relations Board (PERB) Decision to create the bargaining units used to create said Appendix and the PERB Decision that modified the bargaining unit effective October 1, 2006 to include the Teacher classifications (3) of the Child Development Center. The District will notify CSEA of all new position classifications that are not declared to be management, supervisory or confidential. *(Revised February 13, 2008)*
- 9A2** CSEA, in turn, recognizes the Board of Trustees as the duly elected representative of the people and agrees to negotiate exclusively with the agents of the Board in accordance with provisions of the Educational Employment Relations Act (EERA). CSEA further agrees that it, its members and agents shall not attempt to negotiate privately or individually with any Board member or manager. *(Revised February 13, 2008)*
- 9A3** All bargaining unit employees new to the Kern Community College District will be given employee packets at the time of hiring. The packets will be handed out by the Human Resources Department at each respective campus and the District Office. The packets will include California School Employees Association information and applications.
- 9A4** Newly hired classified employees shall receive a benefits orientation. Such orientation shall be conducted within forty-five (45) days of the employee being hired. *(Added November 20, 1997)*

## **ARTICLE 9B--ORGANIZATIONAL SECURITY**

- 9B1** CSEA shall have the sole and exclusive right to have classified membership dues deducted for employees in the bargaining unit by the District.
- 9B2** The District shall deduct in uniform amounts dues from the wages of all CSEA members who have submitted signed dues authorization forms to the District.
- 9B3** A classified employee within the bargaining unit who is a member of CSEA on the date of Agreement of this Contract or an employee who joins subsequently must retain membership in CSEA for the duration of this Contract. The District shall notify CSEA if any member revokes a dues authorization.
- 9B4** Membership in CSEA is optional for bargaining unit employees who are not members of CSEA on the effective date of this Contract.

## **ARTICLE 9C--PERSONNEL FILES**

- 9C1** Official classified personnel files shall be retained in the District Office. No derogatory material which might adversely affect an employee's employment with the District will be placed in his/her official personnel file without his/her prior knowledge. *(Revised June 16, 1994)*
- 9C2** Upon written request, an employee, or any person authorized by the employee, shall have the right to review his/her official personnel file, with the exception of material that includes ratings, reports or records which were obtained prior to employment.
- 9C3** Upon written request, an employee, or any person authorized by the employee, shall have the right to receive two (2) copies of any material in his/her official personnel file with the exception of material that includes ratings, reports or records which were obtained prior to employment.
- 9C3A** After employment, such pre-employment materials will not be used on any personnel action adversely affecting an employee except as evidence of falsification of application materials.

- 9C4** Any employee, who receives derogatory material which is intended to be placed in the employee's personnel file, will have ten (10) working days upon receipt to review and respond to it in writing before it is placed in the employee's personnel file. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. The written response shall be written and attached to the derogatory material and placed in the official personnel file. *(Revised June 16, 1994)*
- 9C5** Within the ten (10) working days referred to in **9C4**, above, an employee and/or person authorized by the employee may request in writing a meeting with the College Human Resources Manager or Vice Chancellor, Human Resources Services, to discuss matters of factual dispute in regard to the derogatory material. *(Revised June 21, 2000)*
- 9C6** When an employee's official personnel file is reviewed in connection with promotion, derogatory material, other than that contained in evaluations, that has been in the file for more than two (2) years will be sealed prior to the reviewer's examination of the file. *(Revised June 16, 1994)*

#### **ARTICLE 9D--ORGANIZATIONAL RIGHTS**

- 9D1** Neither the District nor CSEA shall impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their rights guaranteed by this Agreement.
- 9D2** Classified employees have the right to be represented by CSEA in meetings with District management that affect their hours, wages, and working conditions." This includes grievance meetings, formal and informal, and meetings that could reasonably lead to discipline, including evaluations indicating that the employee's overall performance is less than satisfactory. *(Revised February 13, 2008)*
- 9D3** CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 9D3A** CSEA's right of access to employees shall be limited to the lunch and official breaks and before and after work hours. For matters involving grievances and/or contract administration, CSEA shall have access to employees during working hours at a time mutually agreed upon by CSEA and the immediate supervisor.

- 9D3B** Facilities for CSEA will be provided which shall include the use of College/District e-mail, website and/or web page access, voicemail, mail boxes, bulletin boards, meeting rooms, office space, and video conference systems and facilities consistent with and subject to current District and College usage policies. Telephone service, and to the extent available, duplicating service will be provided at the expense of CSEA. Facilities, equipment and personnel costs beyond normal college operations shall be charged to CSEA. *(Revised June 2, 2004)*
- 9D3C** The right to use without charge institutional facilities and buildings at reasonable times.
- 9D3D** Upon request, CSEA shall be supplied with a complete *hire-date* seniority roster of all bargaining unit employees. *(Revised June 16, 1994)*
- 9D3E** Upon request, the District agrees to furnish CSEA a copy of District, County and State reports that are a matter of public records as required by law. *(Revised June 16, 1994)*
- 9D3F** The immediate supervisors shall grant reasonable released time to CSEA Chapter president(s) or designee(s) for contract administration and preparation related sessions. At times and costs mutually agreed upon by management and CSEA, four (4) additional Chapter officers designated by CSEA shall be granted released time for contract administration, travel (mileage reimbursement only), preparations, and other tasks as related to his/her CSEA position. Each CSEA Chapter shall provide the District with the names of its officers, including job representative. *(Revised June 2, 2004)*
- 9D3G** With a format and at times mutually agreed upon by the College Presidents or designee and CSEA, orientation sessions on this Agreement for bargaining unit employees may be held during regular working hours.
- 9D3H** Notwithstanding any other provision of law, when a classified staff representative is to serve on a College or District task force, committee, or other governance group, the exclusive representative of classified employees of that College or District shall appoint the representative for the respective bargaining unit members (Ed Code 70901.2a). *(Added June 2, 2004)*

**9D3H1** Approval of the immediate supervisor must be obtained before a bargaining unit member may serve on a college or District committee (excludes negotiation and District Fringe Benefit committees). An employee may appeal the decision of the supervisor to the College president, or if a District employee, to the Assistant Chancellor, Human Resources Services. *(Revised November 20, 1997)*

**9D3I** Within thirty (30) days after the ratification of this Contract, the District shall print or duplicate and provide without charge a copy of this Contract to every employee in the bargaining unit. Every new member of the bargaining unit shall be provided with a copy of this Agreement by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District without charge with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement. A reasonable number of additional copies will be provided to members upon request without charge. These copies shall also be made available on the District website. *(Revised June 2, 2004)*

**9D3J** One CSEA representative from each chapter shall be allowed release time to attend District Board of Trustees meetings. All hours spent as the CSEA appointed representative as specified above shall be hours in paid status if the representative would otherwise have been in paid status. Overtime or compensatory time shall not be applicable. *(Revised June 2, 2004)*

#### **ARTICLE 9E—MANAGEMENT RIGHTS**

*(Added June 2, 2004)*

**9E1** As provided by California Education Code, Section 70902, it is understood and agreed that the District, as administered by the publicly elected Board of Trustees, in meeting its legal and fiduciary responsibilities to the community, and in providing educational and training opportunities and services for students, retains its authority to direct, manage, and control the operations of the District. More specifically, the Board of Trustees, and its designees, retain the right to hire, classify, assign, evaluate, promote, terminate, discipline, and direct the work of its employees consistent with the terms of this Agreement and applicable law.

## **ARTICLE 9F--RELEASED TIME FOR NEGOTIATIONS**

### **9F1 Released Time for Negotiations**

**9F1A** A maximum of seven Classified Employees in the bargaining unit is allowed for representation for negotiations. Each CSEA Chapter should be represented in negotiations. *(Revised February 13, 2008)*

**9F1B** For purposes of scheduled negotiation meetings with District Human Resources, members of the Classified Negotiating Team will receive released time for hours of work actually missed. All hours spent for negotiations including travel time will be considered as hours in paid status. However, overtime or compensatory time shall not be applicable. One (1) hour caucus time prior to each negotiating session will be provided the negotiating team of CSEA. *(Revised November 20, 1997)*

**9F1C** Released time will include reasonable travel time to negotiate with District management. Maximum time allowed for travel to the District office will be based on the District mileage chart. *(Revised June 2, 2004)*

**9F2** Negotiating sessions including travel time will normally be held during regular working hours of classified employees, but may extend beyond the normal work day based upon scheduling by the parties. *(Revised February 13, 2008)*

**9F3** Use of District car or payment of mileage will not be allowed the employee when the purpose of travel is to attend negotiating sessions; however, if a District vehicle is going to negotiations, CSEA negotiators may travel in the District vehicle.

**9F4** Released time shall be granted for elected CSEA representatives from the bargaining unit to attend the annual Conference of CSEA. Names of those attending will be submitted in writing to the employee's supervisor and the District along with the dates of the CSEA Conference thirty (30) days prior to the beginning date of the Conference.

**9F5** Each chapter will have a Negotiations Committee and committee members who will receive two (2) hours of release time for the purpose of joint chapter meetings to develop a proposal for opening contract negotiations. *(Added June 2, 2004)*

## **ARTICLE 9G--CLASSIFIED COMPENSATION**

**9G1** The 2008-2009 salary schedule for all ranges and positions is attached in Appendix “B” and incorporated by a reference herein. If the wage/class study (referenced in Section 9M6A3) is not implemented in the 2012-2013 fiscal year, and in the event of a funded State COLA that year, CSEA retains the right to reopen negotiations on the subject of salaries. Also, in the event of a funded State COLA in the 2013-2014 fiscal year, CSEA retains the right to reopen negotiations on the subject of salaries.

**9G2** **Hours** (*Revised November 10, 2011*)

**9G2A** Full-time positions and salaries are based on a forty-hour (40-hour) workweek and an eight-hour (8-hour) workday (*Ed Code section 88026*). An annual calendar will be developed for each site and in agreement with CSEA. Calendar development will normally coincide with the development of the academic calendar. Schedule configurations may include workdays that are contiguous through the workweek and include a workweek of:

- Four (4) nine-hour (9-hour) days and one (1) four-hour (4-hour) day;
- Four (4) ten-hour (10-hour) days;
- Other configurations could be developed in agreement with CSEA.

Holidays will be taken on a “day-is-a-day” basis with daily and weekly work schedules remaining consistent with the standard site schedule configuration. Employee work schedules will not be adjusted to accommodate recognized paid holidays. If an employee has a work schedule that prevents receiving the benefit of a paid holiday the employee will receive within ten (10) working days before or after the actual holiday an *in-lieu* holiday to be scheduled with the mutual agreement of the employee and their immediate supervisor. It is not the intent of this language to deny employees *in-lieu* holidays.

**9G2A1** Beginning July 1, 2012, the District will modify the operational calendar by one (1) working weeks to be applied as follows (*Revised November 10, 2011*):

- The District will maintain the time between Christmas and New Year's Day as a closure (ie., District will close operations from the last working day preceding Christmas and will reopen for operation on the next working day following the recognized New Year's Day holiday); in recognition of the Association's agreement to this change, District will provide two (2) additional floating holidays. [Section 9J4 has been amended to incorporate these changes]
- This provision will not reduce employee compensation, nor cause the use of accrued vacation or compensatory time.
- Christmas Day, Christmas Recess, and New Year's Day holidays will remain as paid holidays.

**9G2B** The length of the workday shall be designated by the District for each classified assignment. Each classified employee shall be assigned a fixed regular working schedule to include starting and ending time and days. The District may establish the workday and workweek schedules of classified employees with the agreement of CSEA (*Ed Code section 88040(a)(1)*). Work hours shall be scheduled by the supervisor based on the department's needs. The supervisor will meet the needs of the department in the following manner (*Revised June 2, 2004*):

- By soliciting volunteer(s) among those employees in the department with the appropriate level of skills and abilities, or
- If the needs of the department are not met by soliciting volunteer(s), the supervisor will make the assignment in ascending order of hire-date seniority, except when it is determined that it is necessary to appoint a specific employee to the assignment based on that employee's job classification, specialized skills, or abilities.

The supervisor will discuss the change with the employee thirty (30) days prior to a permanent change in the employee's regular shift. Grievances filed under this section shall begin at Level II.

**9G2C** Each supervisor shall require all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of 15 minutes rest time per 4 hours or major fraction thereof.

Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. Rest periods will not be used to reduce the employee's workday or to extend the meal break. *(Revised February 11, 2010)*

**9G2D** All employees employed for more than five (5) hours per day shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half ( $\frac{1}{2}$ ) hour and insofar as practicable shall be scheduled for employees at or about the midpoint of each work shift.

**9G2D1** Certain positions may be exempted from **9G2D** as designated by the District Human Resources Office after consultation with CSEA. *(Revised June 2, 2004)*

**9G2E** Rest periods and lunch periods shall not be used to change an employee's shift.

**9G2F** All standby time shall be considered as regular hours worked and shall be compensated at the appropriate rate of pay.

**9G2G** Any employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. This provision shall not be applicable when an employee is granted a temporary increase in hours of assignment to substitute for a portion or all of another bargaining unit employee absent for sick leave and/or vacation purposes. *(Revised February 11, 2010)*

**9G2H** When additional hours are regularly assigned to a part-time position, the assignment shall be offered to the employee in the appropriate classification and job assignment with the greatest hire-date seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the classification and job assignment in descending order of the hire-date seniority until the assignment is made.

**9G2I** Any employee called to work after completion of his/her regular assignment or on an unscheduled work day shall be compensated for at least two (2) hours of work at the appropriate rate, irrespective of the actual time that is required to be worked.

**9G2J** Any employee called in to work on the sixth (6th) or seventh (7th) consecutive day shall be compensated for a minimum of three (3) hours of work at the appropriate rate of pay under this Agreement.

**9G2K** **Shift Differential**

**9G2K1** Any bargaining unit employee whose regularly assigned work shift ends after 9:00 p.m. and before 9:00 a.m. or includes a split shift for at least two (2) days per week [a minimum of three (3) non-work hours] shall be paid a shift differential premium of five percent (5%). This premium shall be above the regular rate of pay for all hours worked. An employee who requests a temporary shift change to accommodate an educational or personal situation shall not be eligible for the differential premium.

**9G2K2** Any employee who received a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when assigned to a shift not referred to in **9G2K** for thirty (30) consecutive calendar days or less. *(Revised June 2, 2004)*

**9G2K3** An employee shall be paid a shift differential premium if assigned to a shift referred to in **9G2K1** for more than fifteen (15) consecutive calendar days. At the end of the fifteen (15) days, the shift differential premium would be retroactive to the first

day worked. *(Revised June 2, 2004)*

**9G2K4** The five percent (5%) shift differential provided in **9G2K1** shall be included as a part of the regular pay for the purposes of computing overtime. *(Revised June 2, 2004)*

**9G2L** Within thirty (30) days after classes begin each semester, all food service employees will be notified of the dates food services are to operate for the semester and level of service on those dates. These dates and the level of services may be changed after consultation with CSEA.

**9G3** **Overtime** *(Revised February 11, 2010)*

**9G3A** For all employees having a workday for four (4) or more hours but fewer than seven (7) hours, the workweek shall consist of no more than five (5) consecutive working days. Work required to be performed on the sixth (6th) or seventh (7th) day shall be considered overtime.

**9G3B** All hours worked in excess of eight (8) hours on the sixth (6th) and seventh (7th) consecutive day shall be compensated at the rate of time and one-half (1½) of regular rate in addition to the regular rate of pay. (Total compensation equals two and one-half (2½) times the employee's regular rate of pay.)

**9G3C** For all employees having a workday less than four (4) hours, work required to be performed on the seventh (7th) day shall be considered overtime.

**9G3D** Overtime may be compensated by time off or extra payment as mutually agreed by the employee and immediate supervisor. The method of compensation will be reduced to writing if requested by the employee. All overtime and methods of compensation must be approved in advance by the supervising administrator of the department. *(Revised February 11, 2010)*

**9G3D1** Opportunities for overtime assignments shall be rotated equitably within the affected job classification, department, and campus. *(Revised February 11, 2010)*

**9G3D2** Rotation may be restricted to those with the particular expertise to complete the required work. The term, *particular expertise*, shall not be used to exclude **qualified** employees from within the affected classification overtime opportunities. *(Revised February 11, 2010)*

**9G3E** An employee may decline a request for overtime except where the work is necessary in the interest of the employer's operation. Except in unusual circumstances, two weeks notice will be provided for scheduled mandatory overtime.

**9G3E1** Where more than one (1) employee is qualified and available on site to perform the work, the least senior employee with the particular expertise to complete the required work who declined the work shall be assigned.

**9G3F** For the purpose of computing the number of hours worked to determine overtime, all time during which an employee is in paid status shall be construed as hours worked.

**9G3G** Compensatory time may be accumulated to a limit of forty (40) hours.

**9G3H** Compensatory time off shall be taken as soon as possible and within eleven (11) calendar months following the month in which overtime was worked. If the compensatory time has not been taken within eleven (11) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

**9G4** **Pay and Allowances** *(Revised February 11, 2010)*

**9G4A** All new employees become eligible for a salary increase at the beginning of the thirteenth (13th) calendar month following date of hire. The employee is eligible for a second increase one (1) year later and each succeeding year thereafter until reaching

Step E. *(Revised June 21, 2000)*

**9G4B** All employees shall be paid for all regularly scheduled working hours on the last working day of each month.

**9G4B1** For purposes of salary deductions for unpaid absences during a month, a standard month of 21.6667 days shall be used.

**9G4B2** Flexible Limited Benefit Employees who are not scheduled to work, shall be paid one (1) hour of base pay per week for those weeks during the employee's beginning and ending dates. The employee's supervisor shall submit a monthly time report to pay eligible employees.

**9G4C** **Compensation for an Employee Working Out of Classification is as follows:**

**9G4C1** Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Education Code Section 88010, unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar-day period except as authorized herein. (Refer to **9G4C3**)  
*(Revised June 2, 2004)*

**9G4C2** An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

**9G4C3** Where an employee has been required to work out of classification, the employee must file a claim no later than fifteen (15) working days following the sixth (6th) working day of out of classification work to

maintain any standing for reclassification. (Refer to **9G4C1**) *(Revised June 2, 2004)*

**9G4C4** After consultation with the employee and/or representative, the Chancellor or designee may provide for an upward salary adjustment for any classified employee required to work out of classification on a regular basis for more than thirty (30) days in a fiscal year.

**9G4C5** An employee who is compensated for working out of classification shall be placed on the same step in the higher range as his/her current step.

**9G4D** **Payroll Errors**

**9G4D1** Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected not later than five working days after the employee provides notice to the District Human Resources/Payroll Department through the College Human Resources office. *(Revised February 11, 2010)*

**9G4D2** Any payroll error resulting in overpayment for an employee in the bargaining unit shall be corrected at the first available payroll period unless otherwise agreed upon by the employee and the District.

**9G4E** Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, re-computation of hours, or reasons other than procedural shall be made the next regular payroll for the employee following submittal of required notice to the District Human Resources/Payroll Department through the College Human Resources office. *(Revised February 11, 2010)*

**9G5** **Conference/Travel Reimbursement**

**9G5A** Any employee in the bargaining unit who, as a result of a work assignment, must be away from home overnight shall be reimbursed by the District for actual and necessary expenses in

accordance with District procedures.

**9G5B** Any employee in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the District adopted rate per mile for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

**9G5C** A member of the bargaining unit who is required in writing by the College President or designee to attend specifically scheduled retraining sessions (including conferences) shall receive compensation as follows:

**9G5C1** When these training sessions occur during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

**9G5C2** When these training sessions occur outside of regularly assigned working hours, the employee shall be compensated at the appropriate overtime rate.

**9G5C3** Compensation shall not include time spent beyond travel and conference/workshop attendance, i.e., social, rest, and dining periods.

**9G6** **Payroll Deductions** *(Revised February 11, 2010)*

**9G6A** Mandatory payroll deductions are made for withholding tax, Social Security and retirement.

**9G6A1** Withholding tax deductions are made from the date employed.

**9G6A2** Bargaining Unit employees who works 20 or more

hours each week, or 1,000 or more hours per fiscal year, are required to become a member of the Public Employees Retirement System (PERS) in accordance with PERS regulations. Once an employee becomes a PERS member, the employee continues to be a member while employed regardless of the number of hours worked. The amount of the PERS contribution for bargaining unit members is established by PERS. *(Revised February 11, 2010)*

**9G6A3** Social Security coverage becomes effective on the same date the employee becomes a member of the Public Employee's Retirement System.

**9G6A4** As allowed by statute, the District shall implement the Internal Revenue Service ruling relating to tax treatment of the retirement contributions to the Public Employee's Retirement System where retirement contribution from any eligible employee's salary will be deducted before federal and state taxes are withheld.

**9G6B** Subject to the net earnings after the deductions in **9G6A**, in order of payment, voluntary payroll deductions will be made for *(Revised June 2, 2004)*:

**9G6B1** The provision of Public Law 87-370, United States Internal Revenue Code Section 403(b), and the California Revenue and Taxation Code 17512 which allows the employee to accept a salary reduction for the purpose of purchasing a tax sheltered annuity.

**9G6B2** Dues for the exclusive representative

**9G6B3** The insurance companies which are on a District-approved list

**9G6B4** Loans and share accounts with District-approved banking institutions. *(Revised February 11, 2010)*

**9G6C** Part-time employees who are regularly employed twenty (20) or more hours each week and are contributing to retirement and Social Security qualify for all payroll deductions listed for full-time classified employees.

**9G7 Longevity Increment**

**9G7A** After ten (10) and fifteen (15) years of continuous employment, classified service employees shall receive an additional five percent (5%) Longevity Increment. Longevity Increments are given on the first (1st) of the month following ten (10) and fifteen (15) complete years of service.

**9G7B** After nineteen (19) years of accrued/accumulated service to the District, classified service employees will receive an additional five percent (5%) longevity increment. Longevity increments are given on the first (1st) of the month following nineteen (19) years of accrued service. *(Revised June 21, 2000)*

**9G7C** After twenty-five (25) years of accrued/accumulated service to the District, classified service employees will receive an additional three percent (3%) longevity increment. Longevity increments are given on the first (1st) of the month following twenty-five (25) years of accrued service. *(Revised June 21, 2000)*

**9G7D** After thirty (30) years of accrued/accumulated service to the District, classified service employees will receive a one-time honorarium of two thousand, five hundred dollars (\$2,500). *(Added June 2, 2004)*

**9G7E** An employee who submits to the College President or District Chancellor by November 30 a letter of resignation for the purpose of retirement to be effective by the end of the academic year shall be compensated two thousand dollars (\$2,000). *(Added June 2, 2004)*

**9G8 Employee Expenses and Materials**

**9G8A** The District, shall pay the full cost of the purchase, lease, rental, cleaning and maintenance for uniforms, identification badges, emblems and cards that are required to be worn by bargaining unit employees.

**9G8B** The District agrees to provide all tools, equipment, and supplies necessary to bargaining unit employees for the performance of employment duties.

- 9G8C** The District shall fully compensate all bargaining unit employees for documented loss or damage to personal tools required to be used on the job by the District in the course of employment. A secure place will be provided for personal belongings not worn while on duty.
- 9G8D** The District agrees to furnish equipment or gear that is required to ensure the safety of the employee or others.
- 9G8E** The District confirms that Government Code Sections 825 et. seq., require the District to provide for defense and indemnification of any employee named as a defendant in a claim or lawsuit alleging tortuous conduct during the course and scope of District employment.
- 9G8F** Approved absences may be granted classified employees with full pay to attend conferences. Normal expenses shall be paid according to District adopted policies.

**9G9** **Professional Development Program**

- 9G9A** Permanent Classified service staff members may enroll in a Professional Development Program which benefits the employees and the District.
- 9G9B** Declaration of Plan/Program Completion forms shall be submitted to the appropriate classified Professional Development Committee prior to the commencement of the first (1st) day of the course. The committee may approve or deny the request and shall forward notice of its action to the employee within five (5) days of such action. Four (4) committees will be established; one (1) at each college campus and one (1) at the District Office.
- 9G9C** Upon the completion of the requirements of the Professional Development Program, employees employed for twenty (20) or more hours per regular work week shall be compensated with a one thousand, two hundred dollars (\$1,200) one-time payment for fifteen (15) semester units of work. Employees employed for nineteen (19) or less hours per regular workweek (Limited Benefit Employees) shall be compensated with a one thousand dollars (\$1,000) one-time payment for fifteen (15) semester units of work.

**9G9D** A classified employee during the years of employment may earn a maximum of four (4) one thousand, two hundred dollars (\$1,200) or four (4) one thousand dollars (\$1,000) awards. *(Revised June 2, 2004)*

**9G9E** To be eligible for compensation, the employee must complete fifteen (15) semester units of approved collegiate course work or seminars, workshops, or clinics granting a certificate of completion with unit value equated at eighteen (18) hours of instruction per unit.

**9G9E1** Payments will not be awarded for any activity for which released time from duties has been granted or for in-service training conducted during working hours.

**9G9E2** Auditing of courses, credit for work experiences, internships, or credit by examination shall not be permitted under this program.

**9G9E3** A grade of "C" or better must be attained in graded courses taken for professional development.

**9G9E4** Professional development payment will be identified on, and become a permanent part of the classified employee's records.

**9G9E5** Application for credit, securing transcripts, or other verification of course work will be the responsibility of the employee.

**9G9E6** Compensation shall be made within thirty (30) days following completion of eligibility requirements and submission of appropriate paperwork to the Classified Human Resources Office by the employee.

## **9G10 Retraining Program**

**9G10A** All permanent employees are eligible to participate in the District retraining program. The purpose of this program is to develop employee skills as required for his/her current or anticipated job assignment.

**9G10B** A retraining program must be approved by the employee's immediate supervisor, the College President or designee, the Chancellor or designee, and the Board of Trustees.

**9G10C** The District will compensate employees for authorized, documented costs incurred for approved programs, such as the expense of tuition, fees, books and materials, and transportation. Released time will be granted if approved as part of the program.

**9G10D** Course work taken for an approved retraining program shall not be part of a professional development program.

**9G11 Staff Development Funds**

**9G11A** Bargaining unit members shall be allowed to participate in projects to be funded from AB 1725 staff development funds carried over from prior years until such funds are exhausted. Upon exhaustion of such funds this program will cease, provided however if the State restores funding to the program, the District will restore the program, including the staff development advisory committee set forth in the 2009-11 Agreement. *(Revised November 10, 2011)*

**9G12 Wellness Program** *(Added June 2, 2004)*

**9G12A**CSEA proposes that the District and CSEA establish proactive procedures, utilizing existing facilities, to promote the health of the bargaining unit, in an effort to manage health care costs.

**9G12B**Approval shall be given for full-time classified staff to participate in the Shape-Up/Wellness Program (including gymnasium, weight room, aquatic center, and walking).

**9G12B1**The program allows for a maximum of one-half (1/2) hour for four-days-per-week staff time to be given for classified staff. The supervisor must approve the schedule. *(Effective Spring 2012)*

**ARTICLE 9H--FRINGE BENEFITS**

**9H1 Eligibility** *(Revised November 10, 2011)*

**9H1A** All employees in the bargaining unit hired prior to August 19, 1991 who work at least twenty (20) hours per week on a regularly assigned basis shall be covered under the benefit programs provided in **Article 9H2**.

Employees shall be enrolled in insurance programs on the first of the month following fulfillment of eligibility requirements.  
*(Revised June 2, 2004)*

**9H1B** Those employees initially employed for twenty (20) or more hours per regular workweek or who are promoted to an assignment of twenty (20) or more hours per regular workweek after August 19, 1991, shall be entitled to a prorated benefit contribution from the District. The proration shall be based upon the employee's weekly number of work hours as they relate to forty (40) hours.

**9H1B1** Those employees whose hours of work fluctuate throughout the year may be eligible for prorated benefits. The number of hours in a year for a full-time employee is two thousand, eighty (2,080). Since other employees must work twenty (20) hours or more per week [fifty percent (50%) of a week] to be eligible for prorated benefits, those employees whose weekly number of assigned hours fluctuate will have his/her annual number of work hours compared to two thousand, eighty (2,080). If the assigned hours for the year are one thousand, forty (1,040) [fifty percent (50%) of 2,080] or greater, the employee will be eligible for prorated benefits.

**9H1B2** Each employee who chooses to participate in the District Medical, Dental, Vision, and Life Insurance programs shall authorize the District to make the required premium deductions from his/her monthly payroll warrant. Each employee shall make his/her election to participate during the first (1st) month of his/her employment. There will be no in-lieu benefits or compensation provided to any employee.

**9H1B3** Employees meeting eligibility for benefits under **9H1B**, who voluntarily reduce their working hours below forty (40) hours per week and elect to continue their fringe benefits shall be required to make prorated contributions. *(Revised June 2, 2004)*

**9H1C** Any active employee who became eligible for coverage under this Agreement before July 1, 1987 shall be deemed to have met the eligibility requirement and will continue to receive coverage.

**9H1D** Employees hired on or after July 1, 1987 must maintain eligibility to continue the benefit. Those who remain working but have their hours involuntarily reduced below twenty (20) hours by reason of layoff shall be retained on benefits until there is a refusal of a position in excess of nineteen (19) hours.

**9H1D1** Eligibility for coverage terminates if an employee voluntarily requests a reduction in hours which decreases the employee's hours below twenty (20) hours per week.

**9H1E** All bargaining unit employees shall be granted one (1) annual staff parking permit without charge. Each chapter shall receive one (1) additional, discretionary staff parking permit without charge. *(Revised June 21, 2000)*

**9H2** **Health and Welfare Benefits** *(Revised November 10, 2011)*

**9H2A** The District Health and Welfare Benefits Program shall consist of the plans and coverage summarized in this provision. The parties agree that insurance coverage may be modified by negotiations as a means to maintain acceptable premium costs. *(Revised February 11, 2010)*

- A Blue Cross health plan, Prudent Buyer Option 1, \$200/\$400 deductible, administered by Self-Insured Schools of California (SISC) which includes a Prudent Buyer Hospital Plan and Professional Plan, as modified by the following plan adjustment (effective February 1, 2012)

or as soon thereafter as is practical):

1) Emergency room co-pays (\$50);

- A dental plan (Delta Incentive or Delta Preferred Option) administered by SISC or for the Pacific Union Dental Plan.
- For the unit member only, a fifty thousand dollar (\$50,000) term life insurance plan. The employee has an option of additional coverage at his/her expense within the limits of the plan. *(Revised January 26, 2006)*
  
- A behavioral health plan administered by SISC, which covers mental, nervous and substance disorders, and includes an employee assistance program. *(Revised January 26, 2006)*
  
- A vision plan administered by SISC. *(Added June 2, 2004)*

**9H2B** The District will pay up to \$1158.50/month for: medical, dental, and vision insurance premiums for the employee and eligible dependents and the premium for the life insurance plan for the employee only. In addition, the District will pay the premium for a long-term disability plan for the employee. A unit member is eligible for the long-term disability plan after serving the District for three years. *(Revised November 10, 2011)*

Effective October 2012, the District's maximum contribution will be increased by the lesser of the following;

- 1) The annual SISC recommendation of premiums for the medical insurance; or
- 2) The higher of the following two factors:
  - a) The percentage increase to the CPI (U.S. Cities Average) for the 12 months ending July of the applicable year; or

- b) The percentage increase to the funded State COLA.

The same process will be used in October 2013 to determine the increase to the District's maximum contribution. Employees will be responsible for any excess premium costs. However, if there are medical reserves in excess of the actuarial recommended amount of 32.5% of prior year health claims, pharmacy rebates and ASO costs, such excess reserve will be used (on a District-wide basis) as a rate stabilization fund so that such excess reserves are scheduled to be used prior to any out-of-pocket contributions are required to be made by employees.

Prior to the imposition of any out-of-pocket contribution, and upon request of CSEA, the parties agree to negotiate potential plan modifications to avoid/reduce such out-of-pocket costs. *(Revised November 10, 2011)*

**9H2C** The following plans are available to the employee at his/her expense.

**9H2C1** An Internal Revenue Code (IRC) Section 125 Flex Benefit Plan.

**9H2D** For the term of this Agreement, the District shall consult with the Association in the matter of the carrier and administration. There will be no change in the provider (carrier), plan design or benefits without notice to the Association and an opportunity to negotiate (if so requested). *(Revised November 10, 2011)*

**9H2E** 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.

**9H2F** 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 successive months shall cause the right to continuous coverage to cease.

**9H2G** Eligible employees shall have their health and welfare benefits

commence on the first day of the month following the first day of employment.

**9H2H** Employees who resign or are terminated from District employment shall be covered by the District's insurance programs to the end of the month in which the separation from employment takes place. *(Revised February 11, 2010)*

**9H3 Health and Dental Plans for Retirees**

**9H3A Employees who retired under PERS between January 3, 1974 and June 30, 1983**

**9H3A1 Benefits to Age Sixty-five (65)**

**9H3A1A** 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.

**9H3A1B** The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**9H3A2 Benefits at Age Sixty-five (65) and Beyond**

**9H3A2A** 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.

**9H3A2B** The surviving eligible dependent(s) may continue the health plan at his/her expense.

**9H3B** **Employees who retired under PERS between July 1, 1983 and June 30, 1988**

**9H3B1** Benefits to Age Sixty-five (65)

**9H3B1A** 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.

**9H3B1B** The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**9H3B2** Benefits at Age Sixty-five (65) and Beyond

**9H3B2A** 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 plans shall not exceed that for an active employee.
- 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.

**9H3B2B** A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

**9H3C** **Employees of the District as of June 30, 1988 who are eligible to retire but will retire at a later date**

**9H3C1** Eligible to retire means the employee could have received a retirement benefit through PERS as of June 30, 1988, but did not choose to do so.

**9H3C2** Benefits to Age Sixty-five (65)

**9H3C2A** 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.

**9H3C2B** The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**9H3C3** Benefits at Age Sixty-five (65) and Beyond

**9H3C3A** 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 plans shall not exceed that for an active employee.
- 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.

**9H3C3B** A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

**9H3D** **Employees of the District as of June 30, 1988 who are not eligible to retire as of that date**

**9H3D1** Benefits to Age Sixty-five (65)

**9H3D1A** 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.

**9H3D1B** The surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**9H3D2** Benefits at Age Sixty-five (65) and Beyond

**9H3D2A** 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.
- 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.

**9H3D2B** A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

**9H3E**     **Employees of the District hired on July 1, 1988 or thereafter**

**9H3E1**     Benefits to Age Sixty-five (65)

**9H3E1A**     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.

**9H3E1B** 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.

**9H3E2** Benefits at Age Sixty-five (65) and Beyond  
*(Revised May 29, 2001)*

**9H3E2A** An employee may continue the health plan at his/her expense under the following conditions:

- The employee must have worked for the District fifteen (15) years immediately preceding retirement.
  
- 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.

**9H3F** Eligibility for benefits following retirement and unpaid leave of absence immediately preceding retirement specified in **Policies 9H3C2A, 9H3C3A, 9H3D1A, 9H3D2A, and 9H3E1A** shall be administered as follows *(Revised June 2, 2004)*:

**9H3F1** The years listed under these sections must be in paid status, but not necessarily continuous paid status.

**9H3F2** 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:

- 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

**9H3F3** Paid leave counts as regular paid service.

**9H3G** **Health Coverage at the Employee's (or Spouse's) Expense**  
*(Revised May 29, 2001)*

**9H3G1** The ability to continue and/or acquire any coverage under this section is conditioned upon the health and welfare benefit provider's (example: Blue Cross and/or Delta Dental) allowance of the practice, current legislative provisions and Medicare policies.

**9H3G2** 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.

**9H3H** The health and dental plans shall be the same as that for active employees.

**9H3I** Classified employees retiring under STRS will have the same benefits as if they retired under PERS.

**9H3J** Limited benefit employees are not eligible for health and welfare benefits under this section.

**9H4** The District agrees to provide employees in the bargaining unit payroll deduction privileges for benefit programs available in the District.

**9H5** Bargaining unit employees appointed by CSEA shall be members of the District fringe benefits committee. This committee shall meet periodically to research and review proposed and existing programs to ensure that quality and cost effectiveness criteria are maintained. The committee shall meet periodically with insurance providers to determine that benefits are being accorded as required by the various benefit programs.

### **ARTICLE 9I--SAFETY**

**9I1** This District shall provide employees with safe working conditions. In order to provide employees with safe working conditions, the District will publish and give to each employee an Injury and Illness Prevention Program document. The District will comply with applicable health, safety, and sanitation requirements of local, state and federal governments where the District is aware of violations of any such requirements and when it is possible to do so. *(Revised June 16, 1994)*

**9I2** In the case of a determination of an unsafe condition/practice the District shall correct such unsafe condition/practice immediately or within thirty (30) days, if feasible. *(Revised June 2, 2004)*

**9I2A** When an unsafe condition/practice exists presenting a clear and substantial hazard to employee health, the District will provide an alternative work site.

**9I3** Employees will comply with the responsibilities listed in the District Injury and Illness Prevention Program, or they may be subject to disciplinary action(s) as spelled out in **9M10E17** of the Contract. *(Revised June 2, 2004)*

### **ARTICLE 9J--HOLIDAYS**

**9J1** The District agrees to provide all employees in the bargaining unit with thirteen (13) scheduled paid holidays:

Independence Day	New Year's Day
Labor Day	Martin Luther King, Jr. Day
Veteran's Day	Lincoln Day
Thanksgiving Day	Washington Day
Thanksgiving Recess	Spring Recess
Christmas Day	Memorial Day
Christmas Recess	

- 9J1A** All Kern Community College District sites will be presumed to be open during the Winter Recess except as noted in **9G2A1**.  
*(Revised June 2, 2004)*
- 9J2** Subject to the conditions of Education Code Sections 79020 to 79021 or their successors, additional paid holidays may be granted.
- 9J3** Whenever the New Year's holiday fall on Thursday, or Tuesday, the respective Friday or Monday shall be a holiday.
- 9J4** One (1) additional holiday designated as a Floating Holiday shall be granted each employee in the classified service on a date selected by the employee and scheduled in advance with the concurrence of the supervisor. Effective July 1, 2012, the Floating holidays will be increased to a total of three (3) per year. *(Revised November 10, 2011)*
- 9J4A** Only members of the classified service who have been employed in the District for at least six (6) months are eligible for the Floating Holiday.
- 9J4B** The Floating Holiday must be taken within the fiscal year and cannot be taken as a terminal day.
- 9J4C** If a supervisor requires an employee to work during a scheduled floating holiday and it is impossible for the floating holiday to be rescheduled before July 1, the employee will be paid a regular day's pay for the holiday.
- 9J5** Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 9J5A** Employees in the bargaining unit who are not normally assigned to duty during the school holidays for Christmas Days and New Year's Day, or Spring Recess, shall be paid for those holidays provided that they were in paid status during any portion of the month in which the holiday falls. *(Revised November 20, 1997)*
- 9J5B** Employees working less than five (5) days per week shall have no fewer than the proportionate number of holidays in their calendar assignment.
- 9J5B1** When a holiday falls on an unscheduled workday, another working day shall be provided as a

substitute holiday. *(Revised November 20, 1997)*

**9J6** If a Flexible Limited Benefit Employee is not regularly scheduled to work on the calendar day of a District Holiday, a substitute holiday shall be given equal to the average number of hours the employee worked per week during the current pay period. Upon mutual agreement between the supervisor and the employee, this substitute holiday shall be taken during the same week in which the holiday occurred. *(Added October 3, 1996)*

**9J6A** Flexible Limited Benefit Employees who are not scheduled to work during the holiday week shall be paid for one (1) hour at the employee's base pay. *(Added October 3, 1996)*

**9J6B** Flexible Limited Benefit Employees shall be paid for any holiday at the average number of hours the employee worked per week during the current pay period if they were in paid status during that working month. *(Added October 3, 1996)*

**9J7** A classified employee required to work on a regular holiday for which a substitute holiday is not provided shall be compensated at the rate of time and one-half (1½) of his/her regular rate in addition to his/her regular rate of pay. (Total compensation equals two and one-half (2½) times the employee's regular rate of pay.) *(Revised November 20, 1997)*

#### **ARTICLE 9K--VACATION**

**9K1** A full-time (40 hours per week) classified service employee working more than one-half (½) the workdays in a month shall receive vacation based on the formulas in sections **9K1A**, **9K1B** and **9K1C**. Vacation for less than full-time employees will be prorated. *(Revised June 2, 2004)*

**9K1A** Vacation days for less than five (5) complete years of service [through the completion of the fourth (4<sup>th</sup>) year of service] are to be figured at the rate of six (6) hours and forty (40) minutes per month [two (2) weeks per year]. *(Revised June 21, 2000)*

**9K1B** Vacation during the fifth (5<sup>th</sup>) through ninth (9<sup>th</sup>) years of service calculated at the rate of ten (10) hours per month [three (3) weeks per year]. *(Revised June 21, 2000)*

**9K1C** Vacation from the completion of nine (9) years of service [from

the beginning of the tenth (10<sup>th</sup>) year] calculated at the rate of thirteen (13) hours and twenty (20) minutes per month [four (4) weeks per year]. *(Revised June 21, 2000)*

**9K2** The vacation request of bargaining unit employees shall be requested and approved in writing by the appropriate supervisor prior to usage. *(Added February 11, 2010)*

**9K2A** When a mutually convenient time cannot be scheduled, the College President or designee shall confer with the employee and the supervisor to determine what time will be scheduled by the College President or designee.

**9K3** Vacation days may be accumulated up to the equal of the prior year and the current year. When the accumulation approaches this maximum, the College President may direct the employee to use the vacation under the provisions of **9K2** or provide payment for the excess. *(Revised June 2, 2004)*

**9K3A** Employees who are assigned to work for less than 11 months a year shall receive payment for their accumulated vacation at the end of their work year assignment. For example, a 10 month employee will receive payment for all unused, earned and accumulated vacation at the end of their 10 month assignment, each year. *(Added February 11, 2010)*

**9K4** Full-time personnel whose employment is terminated before vacation earned in the current or preceding fiscal year has been taken will be granted pay *in-lieu* thereof providing the employee has completed six (6) months of employment.

**9K5** If an employee is terminated and has been granted vacation not yet earned, the full amount of salary paid for such unearned vacation shall be deducted from the last paycheck.

**9K6** The rate of pay for vacation days shall be the same as that which the employee would have received had he/she been in working status.

**9K7** If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to a certified illness or injury he/she may request that his/her vacation date be changed. The District shall grant such request at the mutual convenience of the employee and the

department. In like manner, vacation may be terminated or interrupted for a certified illness or injury in excess of two days, or for absences due to paid bereavement, pregnancy or military leave.

- 9K8** If for any reason a bargaining unit employee is required to work during a scheduled vacation, he/she shall be compensated at the rate of time and one-half (1½) for all hours worked during the scheduled vacation period. In such case, the employee shall suffer no reduction in the period of vacation due him/her.
- 9K9** When a holiday falls during the scheduled vacation of any bargaining unit employee, the day shall be charged to the holiday.
- 9K10** If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with hire-date seniority shall be given preference.

#### **ARTICLE 9L--ABSENCES AND LEAVES**

**9L1** **General Absence Policies** *(Revised November 20, 1997)*

- 9L1A** Official records of employees' absences are to be maintained by the Kern Community College District Office.
- 9L1B** Employees who must be absent from work are required to notify their supervisor or college administrator in advance of the absence so that arrangements can be made for substitutes when necessary. When an unexpected absence arises at a time the offices are not normally open, employees must notify their supervisor or the switchboard operator as soon as the College and District hours of operations begin. Failure to comply with the provisions of this section may subject the employee to disciplinary action.
- 9L1C** The amount of time an employee is unexcused from work will be deducted from his/her salary.
- 9L1D** Upon submission of proof, an employee shall be entitled to time off without loss of pay to serve on a jury, to appear as a witness in court other than as a litigant, when duly served with a subpoena, or to respond to an official order from another governmental jurisdiction for matters that were not initiated, supported, or sanctioned by the employee. Such time off shall

include any actual and necessary travel time from the regular place of employment to the court or hearing place designated in the jury summons, subpoena, or official order.

**9L1D1** Employees are required to report to work during regular hours preceding and immediately following jury duty service or court appearance, unless the work time involved is less than one (1) hour, or unless prior authorization has been obtained from the Chancellor/designee. In no case will an employee be required to perform jury duty service and work time service for more than his/her normal work hours. (Example: An eight-hour (8-hour) employee who serves five (5) hours of jury duty, including travel time both ways, would be required to perform three (3) hours of work time service.)

**9L1E** An employee whose creed is not provided for in the school calendar shall be reasonably accommodated by the College President or designee.

**9L1F** Employees shall file a signed statement with the Chancellor/President or designee of the LSC/college for each absence from duty. *(Revised June 2, 2004)*

**9L1G** At any time during the term of this Agreement, if the Chancellor, College President, or their designee declares an emergency and closes the College, District Office, or any college satellite location, classified employees who are sent home by the district administration before the conclusion of their workday, shall have no reduction in pay or loss of earned benefits for the time remaining on their workday. Notwithstanding, certain unit members may be required to work during such an emergency, in which case they shall be compensated at the rate of one-for-one hour of compensatory time for all hours worked during said emergency. Example: an employee required to work for three (3) hours within said emergency shall receive three (3) hours of compensatory time. *(Revised June 2, 2004)*

## **9L2 Sick Leave**

**9L2A** A classified employee (except short-term or substitutes) employed five (5) days a week by a school district shall be granted twelve (12) days or ninety-six (96) hours of leave of

absence for illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service. *(Revised June 2, 2004)*

**9L2B** The classified employee employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days or ninety-six (96) hours leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

**9L2C** The classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days or ninety-six (96) hours leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

**9L2D** Pay for any day of such absence shall be the same as the pay which would have been received had the employee worked during the day of illness.

**9L2E** Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District. Leave taken but not accrued should not exceed the accrual for that fiscal year. *(Revised June 2, 2004)*

**9L2F** If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

**9L2G** Any sick leave benefits earned but unused on the date of termination for any cause shall be converted to retirement credit in accordance with the Government Code Section 20963. *(Revised June 2, 2004)*

**9L2G1** Accrued sick leave can be transferred from one school district to another but must be done within one (1) year. *(Added June 2, 2004)*

**9L2H** An employee whose employment is terminated shall have his/her final paycheck reduced by the amount of leave used, but not earned.

**9L2I** The Chancellor, College President or their designee may require that any absence due to illness or injury which exceeds three (3) days' duration be verified by a licensed physician/practitioner indicating the reason and length of disability.

When sick leave use is excessive or unusual, the District may require support by a licensed physician's/practitioner's statement verifying absences of shorter duration.

**9L2J** After all other sick leave, vacation and other authorized leave is exhausted, any classified service employee who is absent not to exceed five (5) months [one hundred (100) working days] because of illness, accident or quarantine will receive one-half (1/2) regular pay for the days absent beyond the sick leave period. Vacation and sick leave may not be accrued during this period. Any absence subject to the provisions of this section must be verified by a written statement from a licensed physician/practitioner.

**9L2K** **Catastrophic Illness Donation** *(Added June 2, 2004)*

**9L2K1** The purpose of this program is to allow permanent bargaining contract unit employees to donate their accrued, unused sick leave to catastrophically ill or injured fellow unit members who have completely exhausted other paid leave benefits. The program is voluntary.

**9L2K2** Effective July 1, 2003, any unit member may donate up to ten (10) days of accumulated sick leave to another unit member who has suffered a long-term catastrophic illness or injury and has exhausted all other available paid leave. Donations must be for a minimum of one (1) day [eight (8) hours]. Donations are irrevocable; unused days are restored to donor. Donations are used in the order of donation. Terminating employees may donate up to six (6) days.

**9L2K3** The donating employee must, after the donation,

retain a minimum of one (1) year [twelve (12) days] worth of accrued, unused sick leave prior accumulations.

**9L2K4** The donating employee shall execute and file with the Human Resources Department a form authorizing and irrevocably assigning the donated leave to the donee employee.

**9L2K5** Donated hours will be calculated at the rate of the donor's salary. Example: Two (2) hours given at \$5.00/hour equals one (1) hour at \$10.00/hour.

**9L2K6** Unit members shall be eligible to request the donation of other employee's sick time subject to the following conditions and limitations:

- The unit member is a CSEA permanent bargaining unit employee.
- The unit member suffers from a catastrophic illness or injury which for a period of not less than one hundred (100) work days has caused the employee to be incapacitated from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time [at least thirty (30) days]. Examples of such catastrophic illness or injury include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, Valley Fever, etc.
- The unit member has exhausted all of his/her available paid leaves, including regular and extended sick leave [one-half (1/2) pay] and vacation. Any sick leave and vacation accrued while on catastrophic leave shall be used before donated leave.

**9L3** **Personal Necessity Leave** *(Revised November 20, 1997)*

**9L3A** Earned sick leave to a maximum of seven (7) days each college year may be used by the employee, at his/her election, in cases

of personal necessity.

**9L3B** When possible, it is expected that the employee will provide prior notification for personal necessity leave.

**9L3C** When the employee returns from personal necessity leave, the classified absence form must be completed.

**9L3D** Personal necessity is defined by the following statements:

**9L3D1** Death of a member of the immediate family when additional leave is required beyond that provided in **9L4**. *Immediate family* shall be construed to have the same meaning so identified under *Bereavement* in **9L4A** of this Agreement. *(Revised June 2, 2004)*

**9L3D2** Accident involving the person or property, or the person or property of a member of the immediate family.

**9L3D3** Appearance in any court or before any administrative tribunal as a litigant, party, or witness.

**9L3D4** Personal business of a compelling nature that cannot be conducted outside of the hours of assignment and does not involve payment to the employee for services.

**9L3D5** All days of personal necessity may be used at the discretion of the employee in accordance with the personal necessity leave language without the employee having to specify which of the allowable conditions have been met. *(Revised June 2, 2004)*

**9L4** **Bereavement Leave** *(Revised June 2, 2004)*

**9L4A** Each classified employee shall be granted five (5) days with pay for bereavement, funeral arrangement, and/or funeral attendance in the event of the death of a member of the employee's immediate family. Members of immediate family mean the employee's:

- mother/step-mother
- father/step-father

- spouse/significant other
- son/step-son
- daughter/step-daughter
- son-in-law
- daughter-in-law
- brother/step-brother
- sister/step-sister
- brother-in-law
- sister-in-law
- grandfather
- grandmother
- grandchild
- aunt
- uncle
- niece
- nephew

or the employee's spouse's:

- mother/step-mother
- father/step-father
- brother/step-brother
- sister/step-sister
- son/step-son
- daughter/step-daughter
- grandfather
- grandmother
- grandchild

or any relative living in the immediate household of the employee.

**9L4B** Time off without pay shall be granted for attendance at the funeral of a distant relative or close friend. An employee may choose to use Personal Necessity Leave, Vacation, Compensatory Time, or holiday credit.

**9L5** **Emergency Leave** *(Revised November 20, 1997)*

**9L5A** The emergency leave is a privilege granted by the Board of Trustees and its use is limited to severe illness or death in the employee's family. This leave may be used after an employee

has used all personal necessity leave and bereavement leave in case of death upon approval of the College President or designee. Employees must provide adequate proof of the necessity for *emergency leave*.

**9L5B** 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 in any fiscal year for those granted emergency leave. Additional time may be allowed by the College President or designee if travel in excess of three hundred (300) miles one-way from the campus is required.

**9L5C** Family as defined in **9L4A**. (*Revised June 2, 2004*)

**9L5D** A probationary employee shall not be eligible for more than three (3) days of emergency leave until after the completion of twelve (12) months of active service.

**9L6** **Industrial Accident or Illness** (*Revised November 20, 1997*)

**9L6A** Industrial accident or illness is an injury or illness arising out of or in the course of employment with the District.

**9L6B** A maximum of sixty (60) working days of paid leave is available for each accident or illness.

**9L6C** When an industrial accident or illness occurs at a time when the sixty (60) days overlap into a new fiscal year, the employee shall be entitled to only that amount remaining at the end of the previous fiscal year for that specific injury or illness.

**9L6D** Allowable industrial accident or illness leave shall not be accumulated from year to year.

**9L6E** Industrial accident or illness leave shall commence on the first (1st) day of absence.

**9L6F** When added to an award granted the employee under the Workers' Compensation laws of this State, payment for wages lost on any day shall not exceed the normal wage for the day.

**9L6G** During all paid leaves of absences whether industrial accident leave as provided in this section, sick leave, vacation,

compensated time off or other available leave provided by law or the action of the Board of Trustees, the employee shall endorse to the District wage loss benefit checks received under the Workers' Compensation laws of this State. The District, in turn, shall issue the employee appropriate warrants for payments of wages or salary and shall deduct normal retirement and other authorized contributions.

**9L6H** 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.

**9L6I** An employee who has been placed on a re-employment list, and who has been medically released for return to duty, and who fails to accept an appropriate assignment shall be dismissed.

**9L6J** Any employee receiving benefits as a result of this section shall, during period of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.

**9L6K** Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits or such other leave as may be provided by laws or regulations.

**9L6L** Periods of leave for industrial accident or illness shall not be considered a break in service of the employee.

**9L6M** The District shall provide employees with a physician pre-designation form during orientation. *(Added June 2, 2004)*

**9L7** **Pregnancy Leave** *(Revised November 20, 1997)*

**9L7A** Each female employee shall be entitled to a maximum of four (4) months 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. Part-time employees are eligible on a pro-rata basis. The employee shall be entitled to use her accumulated sick leave allowable under appropriate sections of this Agreement on the same basis provided for any other illness, injury or disability.

**9L7B** The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her physician.

**9L7C** A written statement from the employee's physician as to the beginning date of such leave shall be filed with the Chancellor through the College Human Resources office. This date shall be based on the employee's ability to render service in her current position.

**9L7D** 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 pregnancy.

**9L8** **Child Rearing Leave**

**9L8A** If mutually agreed upon by the employee and College President and/or designee, an employee's request for child rearing leave may be granted to a maximum of twelve (12) months. The request is subject to approval of the Chancellor and the Board of Trustees.

**9L8B** If mutually agreed upon by the employee and the College President and/or designee, an employee's request for child rearing leave may be granted for an additional time of up to a maximum of twelve (12) months. The request is subject to the approval of the Chancellor and the Board of Trustees.

**9L8C** Upon return from a child rearing leave, the employee shall be reinstated to the same position held at the time the leave was granted or a position as near as possible within the District's work requirement.

**9L8D** Benefits will be administered in accordance with Section **9H2F**.  
*(Added June 2, 2004)*

**9L9 Child Adoption Leave**

**9L9A** The child adoption leave shall be granted to classified employees and shall be without pay. The College President and/or designee shall be notified of such request in sufficient time to make proper substitute arrangements.

**9L9B** The child adoption leave may begin at the date the employee takes custody of the child, or any time within one (1) week prior.

**9L9C** The leave shall terminate sixty (60) days after the employee has taken custody of the child. The employee may request an extension to the sixty-day (60-day) limit in cases of unusual circumstances, as verified in writing by a social worker, pediatrician, or other appropriate professional.

**9L9D** Benefits will be administered in accordance with Section **9H2F**.  
*(Added June 2, 2004)*

**9L10 Family Care Leave *(Revised November 20, 1997)***

**9L10A** All employees who have completed one (1) year of continuous service for the District shall be entitled to up to 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 the 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 serious health condition.
- A serious health condition that makes the employee unable to perform the functions of his/her position.

**9L10B** 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.

**9L10C** 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.

**9L10D** 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.

**9L10E** Sick leave may be used for family care leave when due to the employee's own illness or as required by law (AB109). The employee may use accumulated vacation as part of the leave.  
*(Revised June 21, 2000)*

**9L10F** The family care leave does not constitute a break in service for seniority or longevity.

**9L10G** During the time of leave, the District will continue to provide health and welfare benefits at the same contribution rate as an active employee.

**9L10H** The District is entitled to recover the cost of health and welfare benefits if the employee does not return from leave.

**9L10I** Sick leave and vacation shall be earned during any period of Family Care Leave when in a paid status.

**9L11 Military Leave** *(Revised November 20, 1997)*

**9L11A** Military leave shall be granted to employees in accordance with applicable state and federal law.

**9L12 Long-Term Leave** *(Revised November 20, 1997)*

**9L12A** Each applicant for a long-term leave without pay must have served in the classified service within the District not less than four (4) consecutive years immediately preceding the beginning

of the leave period. Any additional leave following the first shall be based on four (4) subsequent years of service.

**9L12B** Applications for leave endorsed by the immediate supervisor must be filed with the College President or designee at least thirty (30) days prior to the beginning of the proposed leave period.

**9L12B1** The maximum length of the leave is one (1) year.

**9L12B2** A satisfactory substitute must be available.

**9L12B3** The leave must be approved by the College President, Chancellor and the Board of Trustees.

**9L12C** Employees on leave shall be allowed to return to duty prior to the designated termination date of the leave with thirty (30) calendar days written notice.

**9L12C1** The College President, Chancellor and the Board of Trustees must concur in the change in return date.

**9L12D** Upon return from leave at the designated termination date (or alternate under **9L12C**), the employee shall assume his/her former classification. *(Revised June 2, 2004)*

**9L12E** An employee on leave of absence shall maintain hire-date seniority during the leave of absence.

**9L12F** Leave of absence may be granted for education travel, and business or personal reasons.

**9L12G** 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 development of the person and a benefit to the College District.

**9L12H** When no other leaves are available, an unpaid leave of absence not to exceed ninety (90) calendar days may be granted to an employee upon the approval of the College President, Chancellor, and Board of Trustees.

**9L12I** Benefits will be administered in accordance with Section **9H2F**.  
(Added June 2, 2004)

**9L13 Educational Leave** (Added June 2, 2004)

**9L13A** The District may grant any classified employee a leave of absence not to exceed one (1) year for the purpose of permitting study by the employee or for the purpose of retraining the employee to meet changing conditions within the district. The District may provide that such a leave of absence shall be taken in separate six-month (6-month) periods or in any other appropriate periods, rather than for a continuous one-year (1-year) period; provided, that the separate periods of leave of absence shall be commenced and completed within a three-year (3-year) period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave under this Article.

**9L13B** No leave of absence shall be granted under this article to any employee for study purposes who has not rendered service to the district for at least seven (7) consecutive years, or for retraining purposes who has not rendered service to the district for at least three (3) consecutive years preceding the granting of the leave, and no more than one (1) such leave of absence shall be granted in each seven- (7-) or three-year (3-year) period, respectively. Any leave of absence granted under this Article shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service for the granting of any subsequent leave under this Article.

**9L13C** Every employee granted a leave of absence pursuant to this Article may be required to perform such services during the leave as the governing board of the district and the employee/exclusive representative shall agree upon in writing. The employee shall receive ninety percent (90%) of salary if the leave does not exceed six (6) months or sixty percent (60%) of salary if the leave is between six (6) months and one (1) year.

**9L13D** Compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were working for the district, upon the furnishing by the employee of a suitable bond indemnifying the governing board of the district against

loss in the event that the employee fails to render at least two (2) years' service in the employ of the governing board following the return of the employee from the leave of absence. The bond shall be exonerated in the event the failure of the employee to return and render two (2) years' service is caused by the death or physical or mental disability of the employee. If the governing board finds, and by resolution declares, that the interests of the district will be protected by the written agreement of the employee to return to the service of the district and render at least two (2) years' service therein following his return from the leave, the governing board in its discretion may waive the furnishing of the bond and pay the employee on leave in the same manner as though a bond is furnished.

**9L13E** The District's decision to deny an Educational Leave of Absence shall not be subject to the grievance process.

### **ARTICLE 9M--EMPLOYMENT POLICIES**

#### **9M1 Hiring**

**9M1A** Classified employees shall be defined and regulated by Education Code Section 88003. *(Revised June 16, 1994)*

**9M1A1** If the District is engaged in the procedure to hire a permanent employee to fill a vacancy in any classified position, the District may employ one (1) or more substitute employees for not more than sixty (60) calendar days to fill this vacancy. Per Education Code section 88003, the District will notify CSEA of the services to be performed and the start/end dates prior to employing a substitute or short-term employee. *(Revised June 2, 2004)*

**9M1B** The District agrees that it will comply with Education Code section 88003 as it applies to student workers. *(Revised June 2, 2004)*

**9M1C** Upon initial employment and each change in classification thereafter, each classified employee in the bargaining unit shall be furnished two (2) copies of his/her classification specification,

salary data, assignment or work location, together with duty hours and prescribed workweek. One (1) copy shall be retained by the employee, one (1) copy shall be signed and dated by the employee and returned to the District Office of Human Resources (Education Code Section 88168). In addition, bargaining unit members assigned to more than one supervisor shall receive a specific statement regarding designation of the primary direct supervisor. *(Revised June 2, 2004)*

**9M1D** Employees are required to have chest X-rays or an approved Intradermal Tuberculin Test taken upon employment and every four (4) years thereafter.

**9M1D1** The initial test must be paid for by the employee.

**9M1D2** The District will compensate the employee for those tests in the following years where the charge has not been covered under the District health plan up to an amount equal to that charged by the Mobile Unit.

**9M1E** Cost of medical examinations other than tubercular, required by the District or by law shall be paid by the District upon prior approval of the Chancellor or designee.

**9M2** **Probationary Period** *(Revised November 20, 1997)*

**9M2A** For new classified service employees the first twelve (12) months from date of employment is the probationary period.

**9M2B** A performance evaluation report shall be completed for each probationary employee by the immediate supervisor by the end of the third (3rd), sixth (6th), and eleventh (11th) months of continuous employment.

**9M2B1** A monthly probationary report may be required if ratings have indicated unsatisfactory performance.

**9M2B2** The supervisors are required to discuss the Performance Evaluation Report with each

probationary employee, unless the employee is unavailable. The employee shall receive a signed, completed copy of the evaluation at the evaluation conference meeting or before the formal discussion.

**9M2B3** The evaluation reports must be signed by the supervisor and should be signed by the employee.

**9M2B3A** If the employee refuses to sign the evaluation, that fact will be noted by the supervisor on the evaluation form. The supervisor shall immediately forward the form to the reviewer.

**9M2B4** All evaluations shall be based on job related criteria and shall include specific recommendations for improvement, when appropriate. *(Revised June 21, 2000)*

**9M2C** Under normal circumstances, probationary employees, will be given two (2) weeks notice of dismissal. But, when determined necessary by the Chancellor or designee, a probationary employee may be dismissed immediately.

**9M2C1** Dismissals of probationary employees are not subject to the appeal process as stated in **9M10** of this Agreement. *(Revised June 2, 2004)*

**9M2C2** Within five (5) working days of notice of dismissal a probationary employee may request an informal review with the Chancellor or designee to appeal his/her dismissal.

**9M3 Permanent Employee Evaluation** *(Revised November 10, 2011)*

**9M3A** Permanent employees will be evaluated annually, normally within one (1) month of the employee's anniversary date with the District, by the immediate supervisor and/or appropriate management personnel. No bargaining unit employee's performance shall be evaluated formally by another bargaining unit employee. *(Revised November 10, 2011)*

**9M3A1** The supervisors are required to discuss the

Performance Evaluation Report with each permanent employee. The employee shall receive a copy of the evaluation at or before the formal discussion. Employees will be provided release time during their normal workday to meet with their supervisor for the review of their evaluation. If release time during the normal workday is not feasible, the supervisor may schedule a time for review of the evaluation outside of the normal work hours and the employees shall be compensated for his/her time. *(Revised June 21, 2000)*

**9M3A2** The evaluation reports must be signed by the supervisor and should be signed by the employee. The employee shall receive a copy at the evaluation conference meeting.

**9M3A2A** If the employee refuses to sign the evaluation, that fact will be noted by the supervisor on the evaluation form. The supervisor shall immediately forward the form to the reviewer.

**9M3A3** All evaluations shall be based on job-related criteria and shall include specific recommendations for improvement and a plan of action for the employee to become successful in the areas marked less than satisfactory.

**9M3B** A performance evaluation shall be a summary of observed performance actions since the last evaluation by the immediate supervisor. A rating of unsatisfactory shall include specific information or documentation to support the rating. *(Revised June 21, 2000)*

**9M3C** The content of evaluations of permanent employees will not be subject to the grievance procedures as contained in **Article 9P** of this Contract. Procedures of performance evaluations specified herein will be subject to the grievance procedures. *(Revised June 2, 2004)*

**9M3D** Additional Performance Evaluation Reports may be required at any time by the Chancellor or designee. The employee will be notified of any work deficiencies in advance of additional evaluation(s).

**9M4** **Transfer and Reassignment** *(Revised February 11, 2010)*

**9M4A** A transfer is a change of college within the district or satellite location within a college, that constitutes a distance greater than ten (10) miles, without a change in job classification. A reassignment is a change in the department, location or workstation within the same college or satellite location without a change in job classification. Transfers and reassignments may be either voluntary or involuntary.

**9M4B** A voluntary transfer is an employee request for a change of college or satellite location without a change in job classification. A voluntary transfer must have the approval of the Chancellor/College President(s) or designee(s).

**9M4C** A voluntary reassignment is an employee request for a change of department or work location at the same college or satellite location without a change in job classification. A voluntary reassignment must have the approval of the Chancellor/College President or designee.

**9M4C1** All vacancies eligible for voluntary transfer or reassignment will be posted electronically and noticed to employees groups via e-mail for at least five (5) working days. Unit employees making a request for either a transfer or reassignment must do so formally on the appropriate form supplied by the District Human Resources Office.

**9M4C2** Unit employees who have a valid transfer or reassignment request on file with the Human Resources Office will be considered with all in-house candidates for any vacancy in the same job classification.

**9M4C3** A valid transfer or reassignment request is good for one (1) year following the date of receipt by the Human Resources Office.

**9M4C4** Probationary employees are not eligible for voluntary transfer or reassignment.

**9M4C5** Denial of a request for transfer or reassignment is not subject to the grievance process.

**9M4D** An involuntary transfer is movement from one college to another, or from the District Office to a college within the district. An employee may not be involuntarily transferred for retaliatory, punitive or discriminatory reasons, or in an arbitrary or capricious manner. *(Revised February 11, 2010)*

**9M4E** An involuntary reassignment shall be defined as a change in an employee's workstation, location, or department without a change in classification, brought about by the District without the employee's request.

**9M4E1** An employee who is to be involuntarily reassigned and CSEA, as the exclusive representative, shall be given notification of an involuntary reassignment at least thirty (30) days prior to the effective date of reassignment. Such notice shall be in writing and shall include the reasons for the involuntary reassignment.

**9M4E2** If requested by the employee, the employee to be involuntarily reassigned shall be given the opportunity to meet with his/her supervisor to discuss the reasons for the involuntary reassignment. The employee shall be entitled to have a CSEA representative present at such a meeting.

**9M4E3** An involuntary reassignment shall not result in a change of hours, compensation, classification, workload, seniority, or fringe benefits for the impacted employee. An employee subject to an involuntary reassignment shall be afforded a reasonable amount of time [not less than six (6) months from the date of the involuntary reassignment] to transition into the new assignment prior to receiving any further performance-related evaluation. During the transition period, the District shall make available necessary training related to the

new assignment.

**9M4E4** In cases of emergency or in order to address an unforeseen urgent student need, the District may temporarily involuntarily reassign an employee, for a period not to exceed fifteen (15) working days, without first adhering to Sections **9M4E1**, **9M4E2**, **9M4E3** above. The impacted employee and CSEA shall be notified of such an involuntary reassignment and the reasons for said involuntary reassignment as soon as possible, but not later than within five (5) days of the reassignment. Further, an opportunity to meet with the supervisor to discuss the reasons for the involuntary reassignment shall be provided within five (5) days of the reassignment. An employee so assigned shall not be negatively evaluated as a result of the temporary involuntary reassignment or its effects upon workload upon return.

**9M4E5** CSEA and any impacted employee shall have the right to enforce the above parameters pursuant to the grievance process as stated in the CSEA collective bargaining agreement. Such a grievance shall commence at Level II of said process.

**9M5** **Promotion** *(Revised November 10, 2011)*

**9M5A** Promotion means placement in a classification in the bargaining unit with a higher salary range through application for a vacant or newly created position.

**9M5B** Promotions shall occur from those personnel with the training, demonstrated skills, ability and performance record.

**9M5B1** Employees will be notified of existing vacancies through the posting process and must adhere to the posted time lines to be considered. Vacancies will be posted to employees and outside applicants simultaneously unless the vacancy falls under the exceptions listed in Title 5 regulations, section 53021. In-house applicants who meet the minimum qualifications for the position will be granted an interview *(Revised November 10, 2011)*

**9M5B2** The District shall require such examinations and/or performance tests as deemed necessary to determine eligibility for the position.

**9M5B3** If a posted position is not filled by an in-house candidate, that applicant shall be notified as to the reason. The employee may request the reason be put in writing. The reasons given for not promoting an in-house candidate will not be subject to the grievance process. *(Revised November 20, 1997)*

**9M5C** A permanent or probationary employee promoted to a higher classification shall be placed on the lowest step of the new range which will give at least a five percent (5%) increase in salary, but no higher than Step E.

**9M5C1** The salary increase shall be effective on the first date of paid service in the new position.

**9M5C2** Annual increment increases will be based on the original increment date.

**9M5D** A unit member who is promoted shall serve a one-year trial period in the higher classification and shall be evaluated at least twice. If the District determines that the employee has not successfully served during the trial period in the promotional position, or if the employee requests, the employee shall be returned to his or her original position, which may result in the bumping, displacement, or layoff of less senior employees.

**9M6** **Reclassification** *(Revised February 11, 2010)*

**9M6A** Positions may be reclassified through structural reorganization, or review through the Job Analysis System *(Revised February 11, 2010)*

**9M6A1** **Reorganization**--Any campus-based reorganization requires advance written approval of the College President and the Chancellor. Any District-based/ District Office reorganization requires advance written approval of the Chancellor. When the duties of positions in a unit have been changed due to a

redistribution of tasks and/or responsibilities approved by the College President/Chancellor, the affected positions shall be reviewed by the College Human Resources Officer within thirty (30) days of the reorganization. It is the responsibility of the College President/Chancellor or designee to notify the Exclusive Representative when reorganization is being considered. The Exclusive Representative will be given an opportunity to provide input on the proposed reorganization. When the duties of positions in a unit have been changed due to a redistribution of tasks and/or responsibilities approved by the Chancellor, the affected positions shall be reviewed by the District Human Resources Officer within thirty (30) days of reorganization and again at six (6) months after the reorganization. Upon CSEA's demand to negotiate the effects within the scope of bargaining (wages, hours, working conditions) of a reorganization, the District shall not implement the proposed reorganization until the negotiations process has been completed. Grievances relative to reorganization shall begin at Level III. (For further clarification in steps to reorganization, see **Appendix C.**) *(Revised June 2, 2004)*

**9M6A1A** The purpose of the review is (1) to determine if the duties are consistent with the current classification or if the duties have been changed so as to have moved the position into a new classification, and (2) to prepare a recommendation.

**9M6A1B** The College Human Resources Officer or the District Human Resources Officer shall forward the recommendation to the Chancellor or designee.

**9M6A1C** If the Chancellor determines that there is sufficient justification for a change in classification, that recommendation will be presented to the Board of Trustees for its determination.

**9M6A1D** All reclassification changes occurring as a result of reorganization during the academic year shall become effective on the date that the reorganization is fully implemented. For employees that are y-rated, these adjustments will not occur until the reorganization is fully implemented. Employees that are y-rated due to reorganization will be placed on the thirty-nine-month (39-month) rehire list. *(Revised June 2, 2004)*

**9M6A1E** Any permanent or probationary employee who is reclassified to a higher-ranked classification shall be moved in accordance with 9M5C. *(Revised February 11, 2010)*

**9M6A1F** Annual increment increases will be based on the original increment date.

**9M6A1G** The reclassification or failure to reclassify a position or job family shall not be subject to the provisions of **Article 9P--Grievance Procedure**. *(Revised June 2, 2004)*

**9M6A1H** Grievances related to the reorganization articles shall begin at Level III. *(Added June 2, 2004)*

**9M6A2** **Job Analysis System**--Recognizing that classified positions change through the gradual accretion of duties and responsibilities, the District will provide a review of all classified positions at the request of individual employees and on a voluntary basis *(Revised February 11, 2010)*:

**9M6A2A** To be considered for review a classified employee must complete the District's Job Analysis Questionnaire (JAQ), obtain the required signatures and/or

comments and return it to the College Human Resources Office between January 1 and February 29.

**9M6A2B** The District Human Resources Office will have the responsibility for employing an outside professional expert to evaluate the bargaining unit employee JAQ's and submit a written report of findings and recommendations to the District Human Resources Department. The report will be reviewed with the Chancellor's Cabinet for final action. In the event that the Chancellor's Cabinet makes a determination not recommended by the professional expert/consultant, the Human Resources administrator will obtain sufficient information to prepare a report of the District's determination. Such information shall be available to CSEA and the affected employee upon written request. *(Revised February 11, 2010)*

**9M6A2C** Any changes to employee classifications that occur as a result of the JAQ analysis shall be implemented on July 1 of the calendar year in which the request was submitted to the District Human Resources Department. *(Revised February 11, 2010)*

**9M6A2D** The following general provisions apply to the Job Analysis System.

**9M6A2D1** The reclassification or failure to reclassify a position or job family shall not be subject to the provisions of **Article 9P-- Grievance Procedure.**

*(Revised June 2, 2004)*

**9M6A2D2** If, as a result of review, the assigned salary range of a position/classification is reduced, the District agrees to negotiate with CSEA on the salary. *(Revised February 11, 2010)*

**9M6A2D3** Reclassifications are subject to the approval of the Board of Trustees.

**9M6A2D4** Any permanent or probationary employee who is reclassified shall be moved in accordance with Article 9M5C. *(Revised February 11, 2010)*

**9M6A2D5** Step advancement on the Classified Salary Schedule through Step E will be awarded annually based on the original increment date of the affected employee. *(Revised February 11, 2010)*

**9M6A3** The District may, review unit member job classifications to ensure currency of job tasks performed, the skills required to perform job duties, the technology utilized in performing job duties, the potential impact of that review on job classification and job family, and market competitiveness. The District agrees to initiate the wage/class study referenced above no later than the 2010/11 fiscal year. The cost of the study will be borne by the District. CSEA will be entitled to provide input into

the selection of the study consultant. *(Revised February 11, 2010)*

In the event that job description requires salary modifications as a result of this review, the District shall, meet and negotiate with CSEA on such changes. Human Resources Department shall have the modifications reviewed by a professional expert/consultant to ensure consistency within the affected classification and between the affected classification and comparable classifications. *(Revised February 11, 2010)*

**9M6B** If, as a result of reclassification or reorganization, the District proposes to abolish a position or class of positions, it shall notify CSEA in writing. CSEA reserves the right to negotiate the effects of the elimination of a position classification. *(Revised February 11, 2010)*

**9M7** **Demotion** *(Revised November 20, 1997)*

**9M7A** Demotion means placement of an employee in a position of lesser responsibilities and a lower salary range. Demotion may result from (1) incompetency or inefficiency in the performance of the duties of his/her position, (2) revocation of any license needed for employment in a specific position, or (3) incapacity due to mental or physical disability, as determined by a medical examination.

**9M7A1** A classified employee may be demoted for cause by the Board of Trustees upon recommendation of the Chancellor.

**9M7A1A** The Chancellor shall give notice of intention to demote a permanent classified employee for cause thirty (30) calendar days prior to the effective date of the demotion.

**9M7B** A voluntary demotion may be requested by a member of the classified service for personal reasons or *in-lieu* of a layoff.

**9M7B1** The request for voluntary demotion for personal reasons must be in writing and should state the

reasons for and the date of the desired demotion. Copies of the request are to be filed with the College President or designee and the College Human Resources Officer thirty (30) calendar days prior to the proposed demotion. The Association shall be notified prior to implementing a demotion.

**9M7B2** The College President or designee, subsequent to consultation with the employee, will forward recommendations regarding the voluntary demotion to the Chancellor or designee for appropriate action.

**9M7B3** In the event of a voluntary demotion for personal reasons, or a demotion *in-lieu* of layoff, an employee shall be placed on the step in the lower salary range that is closest to his/her current salary. (*Revised June 2, 2004*)

**9M7B4** If an employee, after receiving a voluntary demotion, desires to apply for a promotional position which he/she once held, said employee shall be deemed to have met the minimum qualifications for the position and shall be required to go through the promotional process under this agreement. An exception will be made if the job classification has been substantially altered.

**9M7C** An employee who accepts a voluntary demotion *in-lieu* of a layoff will retain the right to the former classification in the event of an open position for the statutory period provided by Education Code 88117.

**9M7D** An employee accepting a voluntary demotion for personal reasons or an *in-lieu* demotion will retain all vacation leave and seniority benefits accrued while in his/her former classification but such benefits shall be paid at the salary range of the lower position.

**9M8** **Progressive Discipline** (*Added June 2, 2004*)

**9M8A** Progressive discipline is a strategy for taking positive steps for developing and stimulating employee performance. Supervisors

are responsible for ensuring that progressive discipline is constructively and consistently carried out. Progressive discipline enables supervisors to assist employees to meet performance standards and adhere to established rules, procedures and expectations of job behavior. The intent of positive and progressive discipline is to be objective, fair, reasonable, and confidential. The rule of thumb regarding the use of progressive discipline is that the employee should:

- Be informed of performance standards and job behavior expected on the job;
- Be given immediate feedback on any problems of job performance or behavior;
- Usually be given one (1) oral warning that is documented and maintained by the supervisor;
- If the offense is not illegal or unsafe, be given up to three (3) written letters of reprimand after the initial oral warning has been given;
- Be given three (3) to five (5) days suspension without pay as part of the third (3<sup>rd</sup>) letter of reprimand;
- Be terminated from employment with the District with the fourth (4<sup>th</sup>) letter if the performance or job behavior problem continues after the third (3<sup>rd</sup>) letter.

## **9M8B Steps in Progressive Discipline**

**9M8B1** Supervisors should ensure that all employees understand performance/behavior expectations for the job and pertinent policies and procedures. (Including formal and informal staff meetings, one-on-one coaching, written memos. Maintain records of how and when employees were notified.)

**9M8B2** If a violation of rules or provisions of the contract or inadequate job performance occurs, the immediate supervisor should conduct an informal meeting or conference with the employee in question. At this point, the informal meeting should be an open and

candid discussion. This meeting should be private and confidential, but the supervisor should make a record of the meeting and the outcome. This record should be filed in a secure place to ensure confidentiality and access for future reference, if necessary.

**9M9** **Suspension** *(Revised November 20, 1997)*

**9M9A** Suspension means either temporary removal of an employee from the position held with or without pay as a disciplinary measure or removal preliminary to investigation of charges pending demotion or dismissal. The grounds for suspension are enumerated under **Policy 9M10E**. *(Revised June 2, 2004)*

**9M9B** Suspensions become effective on the date specified in the notice of suspension issued by the Chancellor or designee. The notice shall be in writing stating the causes and shall be served upon the permanent classified employee personally or by U.S. certified mail, addressed to the employee at the last known address provided to the College President or designee; a copy shall be sent to CSEA.

**9M10** **Dismissal** *(Revised November 20, 1997)*

**9M10A** Dismissal means permanent removal of an employee by the District from his/her position for cause in accordance with the provisions of the Education Code and the Kern Community College District Board Policy Manual.

**9M10B** Permanent employees will receive at least thirty (30) calendar days written notice from the effective date of the dismissal by the Chancellor or designee.

**9M10C** No person in the permanent classified service shall be dismissed except for cause as designated in this policy or by law.

**9M10D** A permanent classified employee of the District charged with immoral conduct, or a felony crime involving moral turpitude, or violation of Section 1028 of the Government Code may

immediately be suspended from his/her duties by the Board of Trustees which instructs the District Chancellor to give notice of suspension. Thirty (30) calendar days after service of notice of suspension, he/she will be dismissed unless a demand for hearing is filed.

**9M10E** One (1) or more of the following causes or similar ones not enumerated shall be grounds for dismissal or suspension of any person employed in the classified service:

**9M10E1** Incompetency or inefficiency in the performance of the duties of his/her position.

**9M10E2** Insubordination or unethical or disgraceful conduct while on duty (including, but not limited to, refusal to do assigned work).

**9M10E3** Carelessness or negligence in the performance of duty or in the care or use of District property.

**9M10E4** Offensive or abusive conduct.

**9M10E5** Dishonesty.

**9M10E6** Possession of alcoholic beverages while on or in District property. Drinking alcoholic beverages while on duty or report for duty while intoxicated.

**9M10E7** Possession or use of narcotics or controlled substances without prescription.

**9M10E8** Conviction of any criminal offense or of a misdemeanor involving moral turpitude.

**9M10E9** Conviction of a sex offense as defined in the Education Code Sections 88022, 87009, and 87010.

**9M10E10** Has been charged with an immoral or criminal act.

**9M10E11** Revocation of any license needed for employment in a specific position.

**9M10E12** Repeated and unexcused absence or tardiness or the documented abuse of sick leave privileges.

**9M10E13** Absences from duty without proper authorization.

**9M10E14** Abandonment of position.

**9M10E15** Incapacity due to mental or physical disability, to be determined by a medical examination.

**9M10E16** Falsifying any information supplied to the District, including, but not limited to, information supplied on applications forms, employment records, time sheets or cards, absence forms, or any other District records.

**9M10E17** Persistent violation or refusal to obey safety rules or regulations or training mandated by the District Injury and Illness Prevention Program or by any appropriate state, federal or local governmental agency.

**9M10E18** Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.

**9M10E19** The use, threat to use, or attempt to use political influence in securing promotion, leave-of-absence, transfer, change of range, step or character of work.

**9M10E20** Has been induced, has induced, or has attempted to induce an officer or employee in the service of the Kern Community College District to commit an unlawful act or to act in violation of any lawful and reasonable departmental or District regulation or order; or has taken any fee, gift or other valuable thing in the course of his/her work or in connection with it, for his/her personal use from any citizen when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other citizens.

**9M10E21** Willful or persistent violation of the Education Code

or rules of the Board of Trustees.

**9M10E22** Advocacy of or membership in any group which advocates overthrow of federal, state or local government by force, violence or other unlawful means.

**9M10E23** Termination of CSEA membership for the duration of the current Contract.

**9M11 Appeal of Demotion, Suspension, and Dismissal** (*Revised June 16, 1994*)

**9M11A** Permanent employees shall have the right to file an appeal and demand a hearing before the Board of Trustees within ten (10) working days from the date of service of the notice or demotion, suspension, or dismissal. After the notice of appeal has been filed, the Board of Trustees shall hold a hearing, at which time the appellant may appear personally, produce evidence and have counsel. The Board may affirm, modify or revoke the recommendation made by the Chancellor or designee.

**9M11B** The Board of Trustees shall issue a decision, including findings for each charge within a thirty (30) calendar-day period following the hearing. The Board's decision shall specify any disciplinary action(s) to be imposed.

**9M12 Layoffs and Reductions in Hours** (See **Policy 9M7**, Demotion) (*Revised June 2, 2004*)

**9M12A** Nothing in these policies shall be construed to prevent layoffs or a reduction in hours for a particular position because of lack of work or lack of funds. CSEA retains the right to negotiate the effects of layoffs and the decision to reduce hours and the effects of the reduction in hours.

**9M12B** In all layoff situations the order of layoff within the class shall be made on the "length of service." *Length of service* shall be defined as the hire date with the District. (*See Displacement Criteria, **Appendix D***) (*Revised June 2, 2004*)

**9M12B1** Employees who take a voluntary demotion *in-lieu* of layoff shall be entitled to bump into a lower classification in which they held permanency in accordance with applicable Education Code provisions, or into the same job family for which they hold qualifications.

**9M12B2** Employees laid off because of lack of work or lack of funds are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.

**9M12C** Prior to any Board action to layoff employees, the District shall notify CSEA in writing.

**9M13 Re-employment and Retirement** (*Revised November 20, 1997*)

**9M13A** Notwithstanding any other provision of law, any person who was subject to being or was in fact laid off for lack of work or lack of funds and who elected service retirement from the Public Employees Retirement System (PERS) shall be placed on the thirty-nine (39) months re-employment list. The District shall notify the Board of Administration of Public Employee's Retirement System of the fact that retirement was due to layoff for lack of work or of funds. If he/she is subsequently subject to re-employment and accepts, in writing, the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed his/her request for reinstatement from retirement.

**9M13B** Any employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of any opening for which he/she is eligible. Notice shall be sent by certified mail to the last address given the District by the employee, and a copy shall be sent to CSEA by the District, which shall acquit the District of its notification responsibility.

**9M13B1** An employee who has been placed on a thirty-nine-month (39-month) re-employment list as provided for herein will be notified when the next available job in the same job classification and the same number of hours is available. Should the employee wish to be

notified of the next opening in the same classification with less hours, the employee must notify the College Human Resources Officer in writing. An employee may change the number of hours he/she is willing to accept in the same classification. Should the employee not accept the offered position he/she shall be terminated or deemed permanently retired.

**9M13B2** An employee shall notify the District of his/her intent to accept or refuse re-employment within ten (10) working days following receipt of the offer of re-employment.

**9M13C** Employees shall be re-employed in the highest rated job classification available in accordance with their former class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months right to the higher paid position.

**9M13D** Any employee who is laid off due to a procedural error shall be re-employed immediately upon discovery of the error with full compensation, including loss of wages, vacation, and sick leave from the date it was discovered that the employee should have been re-employed.

**9M13E** Upon return to work, all time during which an individual is laid off shall be counted for seniority purposes not to exceed thirty-nine (39) months, except that during such time the individual will not accrue vacation, sick leave, holidays or other leave benefits.

**9M14 Break in Service** *(Revised June 16, 1994)*

**9M14A** No paid absence will be considered as a break in service and all benefits shall continue to accrue unless specifically restricted by this Agreement. *(Revised June 21, 2000)*

- Unpaid absences allowable under this agreement or by statute will not be considered as a break in service.

**9M14B** If an employee returns to work from a layoff within the thirty-

nine-month (39-month) period, the layoff shall not be considered a break in service.

**9M14C** An employee who resigns or has been terminated and is rehired within the thirty-nine-month (39-month) period shall have his/her original *hire-date* used for seniority purposes. *(Revised November 20, 1997)*

**9M14C1** Employees who resign or have been terminated and who elect to be re-employed must go through the hiring process. *(Added June 2, 2004)*

**9M14D** The employee shall earn seniority for the purposes of usage in this Agreement while serving in another CSEA represented bargaining unit of the Kern Community College District.

**9M15 Vacant Positions** *(Revised June 16, 1994)*

**9M15A** The District agrees to notify CSEA in writing when leaving a bargaining unit position vacant.

#### **ARTICLE 9N--CONTRACTING AND BARGAINING UNIT WORK**

**9N1** Any contract for services will be in compliance with all of the provisions of Education Code Section 88003.1. *(Revised January 26, 2006)*

**9N2** No supervisory or management employee may perform any work within the job description of a bargaining unit employee to the extent of replacing bargaining unit employees.

**9N3** Every position not defined by the regulations of the Board of Governors as an academic position, and not specifically exempted from the classified service, according to the provisions of Education Code section 88003 or 88076, shall be a part of the classified service. These positions may not be designated as academic by the governing board of a district, nor shall the assignment of a title to any such position remove the position from the classified service. *(Added January 26, 2006)*

#### **ARTICLE 9O--COMPLAINT PROCEDURE**

**9O1** *Complaint* is a problem that an employee desires to be resolved that is not

included in the contract between CSEA and the District.

- 902** Complaints may be discussed during working hours by the employee and/or CSEA representative with the immediate supervisor and/or College/District Human Resources Officer in an attempt to resolve the complaint. *(Revised June 21, 2000)*

### **ARTICLE 9P--GRIEVANCE PROCEDURE**

- 9P1** The purpose of these procedures is to secure at the lowest possible administrative level and in the most expeditious manner solutions to alleged grievances. It is likewise the intention of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of alleged grievances. Alleged grievances shall be subject to all relevant contract provisions and will be processed during times which will not interrupt the orderly operation of the District.

#### **9P2 Definitions**

**9P2A** A *Grievance* is a formal written allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of this Agreement. No issues or complaints outside this Agreement may be subject to the grievance procedure.

**9P2A1** If the grievance involves an alleged violation of the specific provisions of this Contract which does not affect a bargaining unit employee, the grievance may be submitted by CSEA representative at Level III.  
*(Revised June 21, 2000)*

**9P2B** A *Grievant* is an employee who is a member of the bargaining unit and is covered by the terms of this Agreement or the Exclusive Representative. The Exclusive Representative may file a grievance on behalf of and with the written consent of a specifically identified employee or employees.

**9P2C** A *Day* is a working day when the central administrative office of the District is open for business.

**9P2D** The *Immediate Supervisor* is the employee outside of the bargaining unit having immediate jurisdiction over the grievant.

#### **9P3 Released Time--Grievance Processing** *(Revised June 2, 2004)*

**9P3A** Time off from duty will be granted for the processing (includes investigation) of grievances at the informal level and levels, I, II, III, and IV to members of the bargaining unit who are designated CSEA representatives, subject to the following conditions *(Revised June 2, 2004)*:

**9P3A1** CSEA shall designate in writing to the Chancellor or designee the current names of two (2) job representatives for Porterville College, two (2) for Cerro Coso College and four (4) for Bakersfield College.

**9P3B** The College President/Chancellor or designee shall regulate within reasonable jurisdiction the time allotted for the above outlined activity. In doing so, the following procedures shall be adhered to *(Revised June 2, 2004)*:

**9P3B1** The immediate supervisor shall grant reasonable released time to a properly designated representative, who will keep a record of the departure and return time to the job. *(Revised June 2, 2004)*

**9P3B2** The College President/Chancellor or designee will not unreasonably restrict the function of the job representative. *(Revised June 2, 2004)*

**9P3B3** The College President/Chancellor or designee shall be entitled to a written report from the job representative regarding his/her official function during his/her released time from his/her job. *(Revised June 2, 2004)*

**9P3B4** Except in extreme emergencies, the job representative will give his/her immediate supervisor notice of his/her intention to be away from his/her job at least twenty-four (24) hours in advance.

**9P4** **General Procedures** *(Revised June 2, 2004)*

**9P4A** A grievant may elect to be represented by the Exclusive Representative at any level of the grievance procedure and must inform the Employer in writing of such election prior to any

meeting.

**9P4B** A grievant may present a grievance to the Employer and have such grievance adjusted without the intervention of the Exclusive Representative, as long as the adjustment is consistent with the terms of this Agreement. The District shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the proposed resolution and has been given an opportunity to file a response.

**9P4C** The grievant and a designated bargaining unit representative, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments with the Employer are mutually scheduled by the Employer and the Exclusive Representative.

**9P4D** Time limits may be extended or shortened by written mutual agreement of the grievant and the Employer.

Failure of the grievant or the Exclusive Representative to adhere to the time limits of this Article shall constitute a waiver of the grievance and acceptance of the Employer's action or decision at the appropriate level.

Failure of the employer to adhere to the time limits of this Article shall result in the acceptance of the grievance and the proposed resolution as presented by the exclusive representative.  
*(Revised June 2, 2004)*

**9P4E** Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.

**9P4E1** No new charges may be introduced by the grievant after Level II.

**9P4E2** Once a grievance has been resolved, or a final decision rendered, the grievant member shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first (1st) grievance.

**9P4E3** By mutual agreement of the President/designee and CSEA, in cases where the immediate supervisor is not involved or does not have the authority to resolve the grievance, the grievance may be initiated at Level II.

**9P4F** No reprisal will be taken by either party against any participant as a result of his/her involvement in the grievance procedure.

All written materials pertinent to a grievance, except decisions which affect the grievant's employment status shall be filed separately from the personnel file of the grievant or participant.

**9P4G** Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the employer, except in cases which would cause an immediate health or safety hazard to the employee(s).

**9P5** **Informal--Level I** *(Revised June 2, 2004)*

**9P5A** A grievant who believes that a violation of this Agreement may have occurred shall discuss the matter with the immediate supervisor after filing a written meeting request within fifteen (15) working days of the alleged violation. The immediate supervisor shall investigate the matter and shall respond in writing within fifteen (15) working days of the meeting.

Failure of the employer to adhere to the time limits of this Article shall result in the acceptance of the grievance and the proposed resolution as presented by the exclusive representative.  
*(Revised June 2, 2004)*

**9P6** **Formal--Level II** *(Revised June 2, 2004)*

**9P6A** Within fifteen (15) working days of the immediate supervisor's response to Level I, the grievant may file a written grievance with the College Human Resources Manager/designee. *(Revised June 2, 2004)*

**9P6A1** The grievance shall contain the following minimum information:

- The grievant's name.
- The date of the filing.
- The date of the alleged violation.
- The specific article(s) and/or section(s) of the Agreement which are claimed to have been violated.
- Brief description of the alleged violation.
- Brief synopsis and date of the information conference.
- The specific relief requested.

**9P6A2** Grievances not containing the minimum information shall be rejected as being improperly filed and shall not extend time limits if so rejected.

**9P6A3** The grievant may request a conference with the College Human Resources Manager/designee. The conference shall be held within fifteen (15) working days of the request. *(Revised June 2, 2004)*

**9P6A4** Within fifteen (15) working days of receipt of the grievance by the College Human Resources Manager or within fifteen (15) working days of a formal conference, if one is requested, a written decision shall be issued to the grievant.

Failure of the employer to adhere to the time limits of this Article shall result in the acceptance of the grievance and the proposed resolution as presented by the exclusive representative. *(Revised June 2, 2004)*

**9P7 Formal--Level III** *(Revised June 2, 2004)*

**9P7A** In the event the grievance is denied at Level II or the grievant is not satisfied with the decision, a Level III written grievance shall be filed with the Vice Chancellor within fifteen (15) working days

of the issuance of the Level II denial or the deadline for the Level II decision. *(Revised June 2, 2004)*

**9P7A1** The filing shall contain all materials utilized in the prior levels, including decisions rendered, if any, and a specific and concise statement of the reason for the Level III filing.

**9P7A2** The Vice Chancellor shall meet with the grievant within fifteen (15) working days of receipt of the grievance. *(Revised June 2, 2004)*

**9P7A3** Within fifteen (15) working days of the meeting specified in **9P7A2**, the Vice Chancellor shall transmit a written decision to the grievant. *(Revised June 2, 2004)*

**9P7A4** Failure of the employer to adhere to the time limits of this Article shall result in the acceptance of the grievance and the proposed resolution as presented by the exclusive representative. *(Added June 2, 2004)*

**9P8** **Formal--Level IV** *(Revised June 2, 2004)*

**9P8A** In the event that the grievant is not satisfied with the results of Level III, he/she may request that CSEA and the District request the services of a mediator from the California State Mediation and Conciliation Service within fifteen (15) working days. CSEA and the District shall attempt to mediate a settlement of the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediating process be revealed. Only the terms of a settlement, if any, may be revealed.

**9P9** **Formal--Level V** *(Revised June 2, 2004)*

**9P9A** In the event the Association is not satisfied with the result at Level IV, it may, within fifteen (15) working days of completion of the Level IV proceedings, submit the grievance to arbitration through the California State Mediation and Conciliation Service. *(Revised June 2, 2004)*

**9P9B** The Arbitration shall be limited solely to the interpretation and

application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).

**9P9C** The arbitrator shall have no power or authority to hear cases challenging any of the following:

**9P9C1** The termination of the services of a probationary employee.

**9P9C2** The termination of services or failure to re-employ any employee to a position for which extra compensation is received.

**9P9C3** The content of an employee's evaluation.

**9P9C4** The District's procedures for notification and dissemination of this Agreement.

**9P9D** In the event that the District has raised procedural objections at any level of the Grievance Procedure, the arbitrator shall rule on the procedural objections prior to proceeding to a hearing on the merits of the grievance. After a hearing on the merits of the grievance, the arbitrator shall render a written award which sets forth findings of fact, reasoning, and conclusions on the precise issue(s), submitted.

**9P9D1** Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District.

**9P9D2** The arbitrator shall not add to, subtract from, amend, modify or alter any provisions or procedures contained in this Agreement.

**9P9D3** The arbitrator shall not issue statements of opinion

or conclusions not essential to the determination of the issue(s) submitted.

**9P9D4** The arbitrator's award may include restitution, financial reimbursement, or other proper remedy, except fines or penalties.

**9P9E** The arbitrator's decision shall be submitted to the District and CSEA for review and implementation. The arbitrator's award shall be binding on all parties and shall be implemented promptly.

**9P9F** The costs of the arbitration proceeding, including filing fees, fees and the per diem charges of the arbitrator shall be borne equally by the parties.

**9P9G** Each party shall be responsible for the costs of presenting its case. If multiple grievances are filed for the same alleged contract violation, one (1) case shall be carried forward for resolution with the final decision applicable to all grievants. CSEA may choose the case. If the chosen grievant drops the claim, CSEA may substitute a like case for resolution.

#### **ARTICLE 9Q--NO STRIKE CLAUSE**

**9Q1** It is agreed and understood that strikes, work stoppages, *sick-in*, slow-downs, picketing in furtherance of a strike, work stoppage, etc., and the failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties are contrary to the letter and spirit of this Contract. CSEA agrees that neither it, nor its members, shall encourage, condone, participate in, or otherwise support any such strike, work stoppage, *sick-in*, slow-down, picketing in furtherance of strike, etc., and failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties. In addition, CSEA agrees that it will take reasonable steps to discourage such strike, work stoppage, *sick-in*, slow-down, picketing, failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties on the part of non-affiliated bargaining unit members.

**9Q2** CSEA recognizes its duty and obligation under law to comply with the provisions of this Contract and will guarantee the full and faithful performance of this Contract. In the event of any strike, work stoppage or other interference with the operation of the District, CSEA agrees that it

will publicly disclaim the activity and take such other steps as deemed necessary to cause participating employees to cease their activity.

### **ARTICLE 9R—DEFINITIONS**

- 9R1** *Anniversary Date* shall be defined as the first day of employment for regular employees. This date shall prevail in matters of earned vacation time and sick leave time and for the new employee's probationary period.
- 9R2** *Bargaining Unit Seniority* is based upon the number of months in paid status in the bargaining unit.
- 9R3** *Classification* is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications and salary range are appropriate for all positions in a classification.
- 9R4** *Class Specification* is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 9R5** *Classifying* is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range for each such position.
- 9R6** *Fiscal Year and College Year* each commence July 1 and continue through June 30.
- 9R7** *Hire-date Seniority* refers to the first day an employee is in paid status.
- 9R8** *Immediate Supervisor* is the employee outside the CSEA bargaining unit having direct supervisory authority over the employee.
- 9R9** *Increment Date* is the date of a salary increase.
- 9R10** *Incumbent* is an employee assigned to a position and who is currently serving in or on leave from the position.

- 9R11** *Industrial Accident or Illness* is an injury or illness arising out of or in the course of employment with the District.
- 9R12** *Notice*--Whenever notice is required under this Agreement, and no form of notice is otherwise designated, notice to the District shall be by personal delivery to the Office of the Chancellor and notice to CSEA shall be written notice personally delivered to the President of the local chapter, mailed by first-class mail, or facsimile transmissions. *(Revised November 20, 1997)*
- 9R13** *Permanent Employee* is a regular employee who successfully completes an initial probationary period, which shall not exceed twelve (12) months of service beyond the initial date of employment by the District.
- 9R14** *Probationary Employee* is a regular employee who will become permanent upon completion of a prescribed probationary period.
- 9R15** *Re-employment* is the return to duty of an employee who has been placed on a re-employment list.
- 9R16** *Re-employment List* is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave and industrial accident or illness and who are eligible for re-employment without examination in their former classification for a period of thirty-nine (39) months. This list shall be arranged in order of their right to re-employment.
- 9R17** *Regular Employee* is any employee of the classified service.
- 9R18** *Restricted Employee* is any employee who holds a restricted position.
- 9R19** *Safety Conditions of Employment* means any work-related condition affecting the health and safety of the employee.
- 9R20** *Salary Schedule* is a series of salary steps and ranges which comprise the rates of pay for all classifications.
- 9R21** *Salary Step* is one (1) of the salary levels within the range of rates for a classification.
- 9R22** *Short-term Employee* is any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. *(Added June 2, 2004)*

**9R23** *Substitute Employee* is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position.

**9R24** *Uniforms*--Any clothing of a particular color, design, pattern, or style required to be worn by the District shall be considered a uniform.

**9R25** *Y-rate*--Employees will be "Y" rated if a position is ranked in a lower classification. Employees in this status will not receive any cost-of-living increases in salary until the salary of the new, lower, range exceeds the "Y" rated salary. These employees will receive step and longevity increment increases in the lower classification.

**9R26** *Day* is a calendar day unless otherwise stated. *(Added November 20, 1997)*

#### **ARTICLE 9S--SEVERABILITY**

**9S1** The expressed terms and provisions included herein constitute this Agreement in its entirety. If during the life of this Agreement there exists any applicable law, 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 Agreement, such provisions shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portion which shall continue in full force and effect.

**9S2** In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### **ARTICLE 9T--TERM**

**9T1** This Agreement shall take effect as of July 1, 2011 and shall remain in effect through June 30, 2014.

**APPENDIX  
A**

KCCD Classified Staff Classification  
As of 4/19/2010

<b>Position Title</b>	<b>SAL GRDE</b>	<b>Job Family</b>
Accounting Assistant	355	Accounting
Accounting Technician I	400	Accounting
Accounting Technician II	410	Accounting
Business Services Specialist	445	Accounting
Cashier/Billing Technician I	355	Accounting
Cashier/Billing Technician II	365	Accounting
Ticket Office Coordinator	410	Accounting
Accounting Coordinator	465	Accounting
Accounting Supervisor	465	Accounting
Payroll Technician II	410	Accounting
Athletic Equipment Attendant	340	Athletics
Athletic Trainer	465	Athletics
Athletic Trainer/Program Dir	490	Athletics
Bookstore Assistant I	335	Bookstore
Bookstore Assistant II	345	Bookstore
Bookstore Manager	470	Bookstore
Textbook Buyer	370	Bookstore
Child Dev Ctr Assoc Teacher	345	Child Development
Child Dev Ctr Teacher	430	Child Development
Child Dev Ctr Food Coordinator	375	Child Development
Child Dev Ctr Assistant	315	Child Development
Administrative Assistant	445	Clerical/Secretarial
Administrative Secretary	425	Clerical/Secretarial
Coord Inst Research/Planning	525	Clerical/Secretarial
Department Assistant I	320	Clerical/Secretarial
Department Assistant II	350	Clerical/Secretarial
Department Assistant III	380	Clerical/Secretarial
Desert High School Liaison	315	Clerical/Secretarial
Executive Secretary	395	Clerical/Secretarial
Grants Developer	500	Clerical/Secretarial
Information Services Coord	395	Clerical/Secretarial
Institutional Research Analyst	500	Clerical/Secretarial
Instruction Office Specialist	445	Clerical/Secretarial
Instructional Office Manager	455	Clerical/Secretarial
Office Supervisor	400	Clerical/Secretarial
Program Specialist, ET	410	Clerical/Secretarial
Receptionist	325	Clerical/Secretarial
Site Office Coordinator	435	Clerical/Secretarial
Athletic Complex Manager	370	Custodial
Custodian I	315	Custodial
Custodian II	340	Custodial
Facility Custodial Coordinator	370	Custodial
Site Operations Coordinator I	390	Custodial
Site Operations Coordinator II	410	Custodial
Cook/Baker	335	Food Service
Food Service Assistant I	275	Food Service
Food Service Assistant II	295	Food Service
Food Service Assistant III	315	Food Service
Food Service Manager	460	Food Service
Stock Clerk-Food Service	335	Food Service
Facilities/Grounds Maint Supv	405	Grounds

KCCD Classified Staff Classification  
As of 4/19/2010

<b>Position Title</b>	<b>SAL GRDE</b>	<b>Job Family</b>
Grounds Equipment Mechanic	360	Grounds
Grounds Maintenance Supv	380	Grounds
Groundworker I	340	Grounds
Groundworker II	360	Grounds
Groundworker I	340	Grounds
Benefits Specialist	445	Human Resources
Human Resources Assistant	425	Human Resources
Safety Coordinator	420	Human Resources
Payroll Specialist	455	Human Resources
Alternative Media Spec	450	Information Technology
Alternative Media Specialist	450	Information Technology
Computer Operator	400	Information Technology
Database Administrator I	500	Information Technology
Database Administrator II	530	Information Technology
End User Trainer	405	Information Technology
Help Desk Technician	415	Information Technology
Instructional Design Specialist	490	Information Technology
Internet Services Administrator	515	Information Technology
Internet Services Specialist	490	Information Technology
Network Administrator	475	Information Technology
Network Manager	515	Information Technology
Network Technician	450	Information Technology
Reporting/Info Access Analyst	500	Information Technology
Security Manager, Information Technology (IT)	535	Information Technology
System Manager	535	Information Technology
Systems Administration Manager	525	Information Technology
Systems Administrator	480	Information Technology
Systems Analyst/Programmer I	475	Information Technology
Systems Analyst/Programmer II	500	Information Technology
Systems Analyst/Programmer III	525	Information Technology
Systems/Network Administrator	460	Information Technology
Telecom Network Manager	500	Information Technology
User Support Analyst	500	Information Technology
Web Site Coordinator	460	Information Technology
Web-Casting/Animation Specialist	515	Information Technology
Accompanist	410	Instruction
Aerobics Facilitator	400	Instruction
Chemistry Stockroom Assistant	315	Instruction
Computer Lab Assistant	380	Instruction
Costume Designer/Technician	380	Instruction
Cour Reporter Reader	315	Instruction
Educational Trainer	490	Instruction
Horticulture Laboratory Tech	370	Instruction
Instructnl Asst-Health Careers	455	Instruction
Laboratory Technician I	395	Instruction
Laboratory Technician II	420	Instruction
Laboratory/Safety Technician	465	Instruction
Learning Center Technician	380	Instruction
Learning Disabled Student Asst	410	Instruction
Scheduling Technician I	380	Instruction
Scheduling Technician II	415	Instruction

KCCD Classified Staff Classification  
As of 4/19/2010

<b>Position Title</b>	<b>SAL GRDE</b>	<b>Job Family</b>
Teacher Aide	325	Instruction
Teaching Assistant	410	Instruction
Theater Technician	410	Instruction
Tutor	320	Instruction
Tutor, ESL	320	Instruction
Tutorial Coordinator	385	Instruction
Audio-Visual Technician	340	Library/Media
Educational Media Design Spec	490	Library/Media
Library Assistant I	315	Library/Media
Library Assistant II	335	Library/Media
Library Technician I	360	Library/Media
Library Technician II	380	Library/Media
Media Services Coordinator	490	Library/Media
Media Specialist	420	Library/Media
Media Technician	390	Library/Media
Multimedia Resources Coordinator (Engineer)	490	Library/Media
Video Control Room Technician	380	Library/Media
Assistant Dir-Maintenance & Operations	480	Maintenance
Automotive & Plant Equipment Technician	410	Maintenance
Electronics Technician	435	Maintenance
Facilities Electrician	470	Maintenance
HVAC/R Technician	415	Maintenance
Lead Printer	390	Maintenance
Maintenance & Operations Tech	445	Maintenance
Maintenance Worker	365	Maintenance
Painter	425	Maintenance
Plant Engineer	470	Maintenance
Plumber	470	Maintenance
Skilled Craftsworker	425	Maintenance
Duplicating Machine Technician	345	Printing Services
Graphics Center Supervisor	410	Printing Services
Graphics Designer	395	Printing Services
Graphics Technician	370	Printing Services
Publications Assistant	335	Printing Services
Publications Coordinator I	435	Printing Services
Publications Coordinator II	455	Printing Services
Information Center Assistant	335	Public Relations
Public Information Specialist	445	Public Relations
Purchasing Assistant	355	Purchasing
Public Safety Officer I	375	Security
Public Safety Officer II	410	Security
Sergeant, Security	460	Security
Admissions and Records Asst	325	Student Services
Admissions and Records Supv	465	Student Services
Admissions and Records Tech I	370	Student Services
Admissions and Records Tech II	425	Student Services
Assessment Assistant	385	Student Services
Assistant Dir-Financial Aid	465	Student Services
College Nurse	475	Student Services
Community Services Coordinator	470	Student Services
Deaf Services Coord/Advisor	455	Student Services

KCCD Classified Staff Classification  
As of 4/19/2010

<b>Position Title</b>	<b>SAL GRDE</b>	<b>Job Family</b>
Distance Learning Coordinator	470	Student Services
Educational Advisor	465	Student Services
Enabler Program Assistant	335	Student Services
Financial Aid Assistant	350	Student Services
Financial Aid Technician	425	Student Services
Job Development Specialist	435	Student Services
Program Assistant	350	Student Services
Program Coordinator	425	Student Services
Program Manager	480	Student Services
Program Technician	400	Student Services
Sign Language Interpreter I	425	Student Services
Sign Language Interpreter II	425	Student Services
Special Services Accommodations Technician	415	Student Services
Special Services Assistant	335	Student Services
Special Services Technician	415	Student Services
Special Services Testing Tech	435	Student Services
Workforce Preparation Assistant	425	Student Services
Automotive Technician	400	Transportation
Bus Driver	340	Transportation
Mailroom Coordinator	355	Warehouse
Receiving Clerk	340	Warehouse

**APPENDIX**  
**B**

**KERN COMMUNITY COLLEGE DISTRICT  
CLASSIFIED MONTHLY SALARY SCHEDULE  
EFFECTIVE NOVEMBER 1, 2009**

Applicable to classified employees working twenty (20) hours or more per week and receiving full or pro-rated benefits  
AND classified employees working one to nineteen (1-19) hours per week and receiving limited benefits.

RANGE	STEP A (1)	STEP B (2)	STEP C (3)	STEP D (4)	STEP E (5)	L-1 (11)	L-2 (16)	L-3 (20)	L-4 (26)
						10Yr Longevity	15Yr Longevity	19Yr Longevity	25Yr Longevity
25.0	1480.9947	1559.8568	1633.3777	1723.1317	1801.8891	1893.0047	1996.4785	2088.9556	2151.5844
25.5	1523.0964	1593.7895	1674.1178	1757.0644	1854.9875	1940.6571	2050.8336	2143.3107	2207.6153
26.0	1559.8568	1633.3777	1723.1317	1801.8891	1893.0047	1996.4785	2088.9556	2197.6659	2263.6461
26.5	1593.7895	1674.1178	1757.0644	1854.9875	1940.6571	2050.8336	2143.3107	2256.1055	2323.8662
27.0	1633.3777	1723.1317	1801.8891	1893.0047	1996.4785	2088.9556	2197.6659	2317.3729	2386.9140
27.5	1674.1178	1757.0644	1854.9875	1940.6571	2050.8336	2143.3107	2256.1055	2371.8328	2442.9448
28.0	1723.1317	1801.8891	1893.0047	1996.4785	2088.9556	2197.6659	2317.3729	2427.4447	2500.3372
28.5	1757.0644	1854.9875	1940.6571	2050.8336	2143.3107	2256.1055	2371.8328	2483.2661	2557.8342
29.0	1801.8891	1893.0047	1996.4785	2088.9556	2197.6659	2317.3729	2427.4447	2541.8105	2618.0543
29.5	1854.9875	1940.6571	2050.8336	2143.3107	2256.1055	2371.8328	2483.2661	2605.6961	2683.8251
30.0	1893.0047	1996.4785	2088.9556	2197.6659	2317.3729	2427.4447	2541.8105	2668.3250	2748.3391
30.5	1940.6571	2050.8336	2143.3107	2256.1055	2371.8328	2483.2661	2605.6961	2740.3796	2822.4883
31.0	1996.4785	2088.9556	2197.6659	2317.3729	2427.4447	2541.8105	2668.3250	2797.4577	2881.3469
31.5	2050.8336	2143.3107	2256.1055	2371.8328	2483.2661	2605.6961	2740.3796	2877.6813	2964.0840
32.0	2088.9556	2197.6659	2317.3729	2427.4447	2541.8105	2668.3250	2797.4577	2949.7360	3038.3380
32.5	2143.3107	2256.1055	2371.8328	2483.2661	2605.6961	2740.3796	2877.6813	3014.9831	3105.4703
33.0	2197.6659	2317.3729	2427.4447	2541.8105	2668.3250	2797.4577	2949.7360	3095.3114	3188.2074
33.5	2256.1055	2371.8328	2483.2661	2605.6961	2740.3796	2877.6813	3014.9831	3175.5350	3270.7351
34.0	2317.3729	2427.4447	2541.8105	2668.3250	2797.4577	2949.7360	3095.3114	3248.9511	3346.4553
34.5	2371.8328	2483.2661	2605.6961	2740.3796	2877.6813	3014.9831	3175.5350	3338.7052	3438.9324
35.0	2427.4447	2541.8105	2668.3250	2797.4577	2949.7360	3095.3114	3248.9511	3413.4828	3515.9093
35.5	2483.2661	2605.6961	2740.3796	2877.6813	3014.9831	3175.5350	3338.7052	3503.3417	3608.3864
36.0	2541.8105	2668.3250	2797.4577	2949.7360	3095.3114	3248.9511	3413.4828	3583.5652	3691.0188
36.5	2605.6961	2740.3796	2877.6813	3014.9831	3175.5350	3338.7052	3503.3417	3667.8733	3777.8404
37.0	2668.3250	2797.4577	2949.7360	3095.3114	3248.9511	3413.4828	3583.5652	3775.3269	3888.5406
37.5	2740.3796	2877.6813	3014.9831	3175.5350	3338.7052	3503.3417	3667.8733	3858.1687	3974.0007
38.0	2797.4577	2949.7360	3095.3114	3248.9511	3413.4828	3583.5652	3775.3269	3953.3688	4072.0285
38.5	2877.6813	3014.9831	3175.5350	3338.7052	3503.3417	3667.8733	3858.1687	4045.8459	4167.2286
39.0	2949.7360	3095.3114	3248.9511	3413.4828	3583.5652	3775.3269	3953.3688	4146.4920	4271.0166
39.5	3014.9831	3175.5350	3338.7052	3503.3417	3667.8733	3858.1687	4045.8459	4255.4117	4383.0783
40.0	3095.3114	3248.9511	3413.4828	3583.5652	3775.3269	3953.3688	4146.4920	4365.4835	4496.5015
40.5	3175.5350	3338.7052	3503.3417	3667.8733	3858.1687	4045.8459	4255.4117	4466.1296	4600.0800
41.0	3248.9511	3413.4828	3583.5652	3775.3269	3953.3688	4146.4920	4365.4835	4577.6676	4714.9694
41.5	3338.7052	3503.3417	3667.8733	3858.1687	4045.8459	4255.4117	4466.1296	4700.0976	4841.0650
42.0	3413.4828	3583.5652	3775.3269	3953.3688	4146.4920	4365.4835	4577.6676	4807.4465	4951.7652
42.5	3503.3417	3667.8733	3858.1687	4045.8459	4255.4117	4466.1296	4700.0976	4920.3460	5068.0161
43.0	3583.5652	3775.3269	3953.3688	4146.4920	4365.4835	4577.6676	4807.4465	5041.4145	5192.6454
43.5	3667.8733	3858.1687	4045.8459	4255.4117	4466.1296	4700.0976	4920.3460	5166.4628	5321.4640
44.0	3775.3269	3953.3688	4146.4920	4365.4835	4577.6676	4807.4465	5041.4145	5299.7848	5458.7658
44.5	3858.1687	4045.8459	4255.4117	4466.1296	4700.0976	4920.3460	5166.4628	5428.9175	5591.8783
45.0	3953.3688	4146.4920	4365.4835	4577.6676	4807.4465	5041.4145	5299.7848	5562.2395	5729.1800
45.5	4045.8459	4255.4117	4466.1296	4700.0976	4920.3460	5166.4628	5428.9175	5707.8150	5879.0495
46.0	4146.4920	4365.4835	4577.6676	4807.4465	5041.4145	5299.7848	5562.2395	5842.4985	6017.7127
46.5	4255.4117	4466.1296	4700.0976	4920.3460	5166.4628	5428.9175	5707.8150	5993.4152	6173.2376

RANGE	STEP A (1)	STEP B (2)	STEP C (3)	STEP D (4)	STEP E (5)	L-1 (11)	L-2 (16)	L-3 (20)	L-4 (26)
						10Yr Longevity	15Yr Longevity	19Yr Longevity	25Yr Longevity
47.0	4365.4835	4577.6676	4807.4465	5041.4145	5299.7848	5562.2395	5842.4985	6134.9062	6318.9178
47.5	4466.1296	4700.0976	4920.3460	5166.4628	5428.9175	5707.8150	5993.4152	6289.9074	6478.5271
48.0	4577.6676	4807.4465	5041.4145	5299.7848	5562.2395	5842.4985	6134.9062	6439.4626	6632.6905
48.5	4700.0976	4920.3460	5166.4628	5428.9175	5707.8150	5993.4152	6289.9074	6602.6328	6800.6783
49.0	4807.4465	5041.4145	5299.7848	5562.2395	5842.4985	6134.9062	6439.4626	6758.9955	6961.7539
49.5	4920.3460	5166.4628	5428.9175	5707.8150	5993.4152	6289.9074	6602.6328	6927.7164	7135.5019
50.0	5041.4145	5299.7848	5562.2395	5842.4985	6134.9062	6439.4626	6758.9955	7092.2481	7305.0606
50.5	5166.4628	5428.9175	5707.8150	5993.4152	6289.9074	6602.6328	6927.7164	7274.4793	7492.7378
51.0	5299.7848	5562.2395	5842.4985	6134.9062	6439.4626	6758.9955	7092.2481	7451.2645	7674.8642
51.5	5428.9175	5707.8150	5993.4152	6289.9074	6602.6328	6927.7164	7274.4793	7636.2186	7865.3691
52.0	5562.2395	5842.4985	6134.9062	6439.4626	6758.9955	7092.2481	7451.2645	7825.2573	8060.0632
52.5	5707.8150	5993.4152	6289.9074	6602.6328	6927.7164	7274.4793	7636.2186	8021.1034	8261.7742
53.0	5842.4985	6134.9062	6439.4626	6758.9955	7092.2481	7451.2645	7825.2573	8222.2908	8469.1407
53.5	5993.4152	6289.9074	6602.6328	6927.7164	7274.4793	7636.2186	8021.1034	8429.0289	8681.9532
54.0	6134.9062	6439.4626	6758.9955	7092.2481	7451.2645	7825.2573	8222.2908	8630.4257	8889.2149
54.5	6289.9074	6602.6328	6927.7164	7274.4793	7636.2186	8021.1034	8429.0289	8849.3126	9114.9093
55.0	6439.4626	6758.9955	7092.2481	7451.2645	7825.2573	8222.2908	8630.4257	9080.5576	9352.9618
55.5	6602.6328	6927.7164	7274.4793	7636.2186	8021.1034	8429.0289	8849.3126	9292.7417	9571.4297
56.0	6758.9955	7092.2481	7451.2645	7825.2573	8222.2908	8630.4257	9080.5576	9530.5848	9816.6039
56.5	6927.7164	7274.4793	7636.2186	8021.1034	8429.0289	8849.3126	9292.7417	9756.4886	10049.1058
57.0	7092.2481	7451.2645	7825.2573	8222.2908	8630.4257	9080.5576	9530.5848	10009.4129	10309.6754
57.5	7274.4793	7636.2186	8021.1034	8429.0289	8849.3126	9292.7417	9756.4886	10256.8912	10564.5895
58.0	7451.2645	7825.2573	8222.2908	8630.4257	9080.5576	9530.5848	10009.4129	10513.9000	10829.4531
58.5	7636.2186	8021.1034	8429.0289	8849.3126	9292.7417	9756.4886	10256.8912	10769.5472	11092.7457
59.0	7825.2573	8222.2908	8630.4257	9080.5576	9530.5848	10009.4129	10513.9000	11044.3602	11375.6229
59.5	8021.1034	8429.0289	8849.3126	9292.7417	9756.4886	10256.8912	10769.5472	11320.3252	11659.9664
60.0	8222.2908	8630.4257	9080.5576	9530.5848	10009.4129	10513.9000	11044.3602	11603.2024	11951.4315

**KERN COMMUNITY COLLEGE DISTRICT  
CLASSIFIED FLEXIBLE LIMITED BENEFIT HOURLY SALARY SCHEDULE  
EFFECTIVE NOVEMBER 1, 2009**

Applicable to classified employees working flexible hours, paid on an hourly basis, and receiving only limited benefits

RANGE	STEP A (1)	STEP B (2)	STEP C (3)	STEP D (4)	STEP E (5)	L-1 (11)	L-2 (16)	L-3 (20)	L-4 (26)
						10Yr Longevity	15Yr Longevity	19Yr Longevity	25Yr Longevity
25.5	8.7764	9.1947	9.6655	10.1466	10.7116	11.1927	11.8308	12.3643	12.7304
26.0	9.0065	9.4144	9.9375	10.3977	10.9207	11.5170	12.0505	12.6781	13.0547
26.5	9.1947	9.6655	10.1466	10.7116	11.1927	11.8308	12.3643	13.0128	13.4104
27.0	9.4144	9.9375	10.3977	10.9207	11.5170	12.0505	12.6781	13.3789	13.7660
27.5	9.6655	10.1466	10.7116	11.1927	11.8308	12.3643	13.0128	13.6719	14.0903
28.0	9.9375	10.3977	10.9207	11.5170	12.0505	12.6781	13.3789	14.0066	14.4355
28.5	10.1466	10.7116	11.1927	11.8308	12.3643	13.0128	13.6719	14.3308	14.7493
29.0	10.3977	10.9207	11.5170	12.0505	12.6781	13.3789	14.0066	14.6656	15.1049
29.5	10.7116	11.1927	11.8308	12.3643	13.0128	13.6719	14.3308	15.0422	15.4816
30.0	10.9207	11.5170	12.0505	12.6781	13.3789	14.0066	14.6656	15.3874	15.8581
30.5	11.1927	11.8308	12.3643	13.0128	13.6719	14.3308	15.0422	15.8058	16.2870
31.0	11.5170	12.0505	12.6781	13.3789	14.0066	14.6656	15.3874	16.1510	16.6218
31.5	11.8308	12.3643	13.0128	13.6719	14.3308	15.0422	15.8058	16.6008	17.1029
32.0	12.0505	12.6781	13.3789	14.0066	14.6656	15.3874	16.1510	17.0192	17.5318
32.5	12.3643	13.0128	13.6719	14.3308	15.0422	15.8058	16.6008	17.3958	17.9083
33.0	12.6781	13.3789	14.0066	14.6656	15.3874	16.1510	17.0192	17.8561	18.3896
33.5	13.0128	13.6719	14.3308	15.0422	15.8058	16.6008	17.3958	18.3268	18.8707
34.0	13.3789	14.0066	14.6656	15.3874	16.1510	17.0192	17.8561	18.7556	19.3101
34.5	13.6719	14.3308	15.0422	15.8058	16.6008	17.3958	18.3268	19.2578	19.8540
35.0	14.0066	14.6656	15.3874	16.1510	17.0192	17.8561	18.7556	19.6867	20.2725
35.5	14.3308	15.0422	15.8058	16.6008	17.3958	18.3268	19.2578	20.2097	20.8164
36.0	14.6656	15.3874	16.1510	17.0192	17.8561	18.7556	19.6867	20.6699	21.2871
36.5	15.0422	15.8058	16.6008	17.3958	18.3268	19.2578	20.2097	21.1616	21.7997
37.0	15.3874	16.1510	17.0192	17.8561	18.7556	19.6867	20.6699	21.7788	22.4273
37.5	15.8058	16.6008	17.3958	18.3268	19.2578	20.2097	21.1616	22.2599	22.9294
38.0	16.1510	17.0192	17.8561	18.7556	19.6867	20.6699	21.7788	22.8144	23.4943
38.5	16.6008	17.3958	18.3268	19.2578	20.2097	21.1616	22.2599	23.3374	24.0487
39.0	17.0192	17.8561	18.7556	19.6867	20.6699	21.7788	22.8144	23.9231	24.6449
39.5	17.3958	18.3268	19.2578	20.2097	21.1616	22.2599	23.3374	24.5404	25.2935
40.0	17.8561	18.7556	19.6867	20.6699	21.7788	22.8144	23.9231	25.1784	25.9525
40.5	18.3268	19.2578	20.2097	21.1616	22.2599	23.3374	24.5404	25.7537	26.5488
41.0	18.7556	19.6867	20.6699	21.7788	22.8144	23.9231	25.1784	26.4127	27.2077
41.5	19.2578	20.2097	21.1616	22.2599	23.3374	24.5404	25.7537	27.1240	27.9295
42.0	19.6867	20.6699	21.7788	22.8144	23.9231	25.1784	26.4127	27.7412	28.5676
42.5	20.2097	21.1616	22.2599	23.3374	24.5404	25.7537	27.1240	28.3898	29.2370
43.0	20.6699	21.7788	22.8144	23.9231	25.1784	26.4127	27.7412	29.0907	29.9484
43.5	21.1616	22.2599	23.3374	24.5404	25.7537	27.1240	28.3898	29.8124	30.7015

RANGE	STEP A (1)	STEP B (2)	STEP C (3)	STEP D (4)	STEP E (5)	L-1 (11) 10Yr Longevity	L-2 (16) 15Yr Longevity	L-3 (20) 19Yr Longevity	L-4 (26) 25Yr Longevity
44.0	21.7788	22.8144	23.9231	25.1784	26.4127	27.7412	29.0907	30.5656	31.4965
44.5	22.2599	23.3374	24.5404	25.7537	27.1240	28.3898	29.8124	31.3291	32.2602
45.0	22.8144	23.9231	25.1784	26.4127	27.7412	29.0907	30.5656	32.0928	33.0551
45.5	23.3374	24.5404	25.7537	27.1240	28.3898	29.8124	31.3291	32.9297	33.9129
46.0	23.9231	25.1784	26.4127	27.7412	29.0907	30.5656	32.0928	33.7037	34.7183
46.5	24.5404	25.7537	27.1240	28.3898	29.8124	31.3291	32.9297	34.5824	35.6285
47.0	25.1784	26.4127	27.7412	29.0907	30.5656	32.0928	33.7037	35.3879	36.4548
47.5	25.7537	27.1240	28.3898	29.8124	31.3291	32.9297	34.5824	36.2979	37.3754
48.0	26.4127	27.7412	29.0907	30.5656	32.0928	33.7037	35.3879	37.1452	38.2749
48.5	27.1240	28.3898	29.8124	31.3291	32.9297	34.5824	36.2979	38.0971	39.2373
49.0	27.7412	29.0907	30.5656	32.0928	33.7037	35.3879	37.1452	38.9967	40.1683
49.5	28.3898	29.8124	31.3291	32.9297	34.5824	36.2979	38.0971	39.9800	41.1725
50.0	29.0907	30.5656	32.0928	33.7037	35.3879	37.1452	38.9967	40.9110	42.1453
50.5	29.8124	31.3291	32.9297	34.5824	36.2979	38.0971	39.9800	41.9675	43.2332
51.0	30.5656	32.0928	33.7037	35.3879	37.1452	38.9967	40.9110	42.9926	44.2897
51.5	31.3291	32.9297	34.5824	36.2979	38.0971	39.9800	41.9675	44.0491	45.3881
52.0	32.0928	33.7037	35.3879	37.1452	38.9967	40.9110	42.9926	45.1475	46.4968
52.5	32.9297	34.5824	36.2979	38.0971	39.9800	41.9675	44.0491	46.2772	47.6580
53.0	33.7037	35.3879	37.1452	38.9967	40.9110	42.9926	45.1475	47.4383	48.8610
53.5	34.5824	36.2979	38.0971	39.9800	41.9675	44.0491	46.2772	48.6308	50.0849
54.0	35.3879	37.1452	38.9967	40.9110	42.9926	45.1475	47.4383	49.7919	51.2773
54.5	36.2979	38.0971	39.9800	41.9675	44.0491	46.2772	48.6308	51.0577	52.5849
55.0	37.1452	38.9967	40.9110	42.9926	45.1475	47.4383	49.7919	52.3966	53.9552
55.5	38.0971	39.9800	41.9675	44.0491	46.2772	48.6308	51.0577	53.6100	55.2209
56.0	38.9967	40.9110	42.9926	45.1475	47.4383	49.7919	52.3966	54.9804	56.6331
56.5	39.9800	41.9675	44.0491	46.2772	48.6308	51.0577	53.6100	56.2984	57.9720
57.0	40.9110	42.9926	45.1475	47.4383	49.7919	52.3966	54.9804	57.7419	59.4888
57.5	41.9675	44.0491	46.2772	48.6308	51.0577	53.6100	56.2984	59.1750	60.9428
58.0	42.9926	45.1475	47.4383	49.7919	52.3966	54.9804	57.7419	60.6604	62.4805
58.5	44.0491	46.2772	48.6308	51.0577	53.6100	56.2984	59.1750	62.1249	63.9973
59.0	45.1475	47.4383	49.7919	52.3966	54.9804	57.7419	60.6604	63.7149	65.6291
59.5	46.2772	48.6308	51.0577	53.6100	56.2984	59.1750	62.1249	65.3048	67.2715
60.0	47.4383	49.7919	52.3966	54.9804	57.7419	60.6604	63.7149	66.9367	68.9451

**APPENDIX**  
**C**

## **STEPS TO REORGANIZATION**

The following steps are for the purpose of clarifying how reorganizations within the Kern Community College District are proposed, reviewed, approved, and implemented.

1. When appropriate, the initiator (e.g., Vice President, Dean, Director) is strongly encouraged to seek departmental input prior to developing a reorganization plan.
2. The initiator will present a preliminary reorganization plan to the President/Chancellor for approval to proceed.
3. The initiator will develop a formal reorganization plan. Contents of the reorganization plan may include any of the following:
  - a. Proposed changes and rationale for change, overview, historical references, industry issues, legal issues, financial issues, service delivery, etc.
  - b. Current classified service positions affected (job titles, ranges, length of assignment, vacancies, etc.)
  - c. If applicable, the reorganization's impact on hours, wages, and working conditions
  - d. Anticipated effects of proposed changes
  - e. Budgetary considerations
  - f. Old and new department organizational charts
4. Notification is provided to CSEA and Human Resources, accompanied by the formal reorganization plan.
5. Within thirty (30) days, Human Resources will review affected positions and both Human Resources and CSEA will provide input to management.
6. A formal reorganization plan will be submitted to the Chancellor for final approval.

Steps to Reorganization (continued)

7. When the duties of a position in the bargaining unit have been changed due to redistribution of tasks and/or responsibilities that were approved by the College President or Chancellor, the Human Resources Officer shall review the affected positions within thirty (30) days of the reorganization.
  - a. The purpose of the Human Resources review is to determine if the duties are consistent with the current job classification, or if the duties have been changed, so as to have moved the position(s) into a new classification
  - b. The Human Resources Officer prepares a recommendation, which is forwarded to the Chancellor/designee
  - c. If the Chancellor determines that there is sufficient justification, then that recommendation is presented to the Board of Trustees
  - d. All reclassification changes as a result of the reorganization shall become effective the date that the reorganization is fully implemented
  - e. Employee(s) shall be moved to the step in the new classification corresponding to the step achieved in the old classification
  - f. Annual increment increases will be based on the original hire date
  
8. Implementation.

**Approved June 2, 2004**

**APPENDIX**  
**D**

**DISPLACEMENT CRITERIA**  
For use in determining Potential Options

<b>Pre-A</b>	Same service unit*	Same classification	Equal hours	Equal months
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<b>A1</b>	Same site	Same classification	Equal hours	Equal months
<b>A2</b>	Same site	Same classification	Closest hours	Closest months
<b>A3</b>	Same site	Classification within Job Family for which minimum qualifications are met	Equal hours	Equal months
<b>A4</b>	Same site	Classification within Job Family for which minimum qualifications are met	Closest hours	Closest months
<b>A5</b>	Same site	Classification previously held (within/outside of present Job Family)	Equal hours	Equal months
<b>A6</b>	Same site	Classification previously held (within/outside of present Job Family)	Closest hours	Closest months

<b>B1</b>	Site closest to present worksite	Same classification	Equal hours	Equal months
<b>B2</b>	Site closest to present worksite	Same classification	Closest hours	Closest months
<b>B3</b>	Site closest to present worksite	Classification within Job Family for which minimum qualifications are met	Equal hours	Equal months
<b>B4</b>	Site closest to present worksite	Classification within Job Family for which minimum qualifications are met	Closest hours	Closest months
<b>B5</b>	Site closest to present worksite	Classification previously held (within/outside of present Job Family)	Equal hours	Equal months
<b>B6</b>	Site closest to present worksite	Classification previously held (within/outside of present Job Family)	Closest hours	Closest months

<b>C1</b>	Next site closest to present worksite	Same classification	Equal hours	Equal months
<b>C2</b>	Next site closest to present worksite	Same classification	Closest hours	Closest months
<b>C3</b>	Next site closest to present worksite	Classification within Job Family for which minimum qualifications are met	Equal hours	Equal months
<b>C4</b>	Next site closest to present worksite	Classification within Job Family for which minimum qualifications are met	Closest hours	Closest months
<b>C5</b>	Next site closest to present worksite	Classification previously held (within/outside of present Job Family)	Equal hours	Equal months
<b>C6</b>	Next site closest to present worksite	Classification previously held (within/outside of present Job Family)	Closest hours	Closest months

<b>thru I1-I6</b>	Same as C1-C6
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\*Service unit is defined by the organization chart, reporting relationship, service provided, and proximity.

**NOTE ON TIE-BREAKING:** The employee with the greater sum of the last four (4) digits of their social security number is deemed to be the more senior employee for purposes of displacement. Example: Employee "A" SSN xxx-xx-1234 sum = 10; Employee "B" SSN xxx-xx-2345 sum = 14. Employee "B" has the greater sum and is deemed the more senior employee.

**APPENDIX**  
**E**

## **Excerpts from the Government Code**

**Section 1028.** It shall be sufficient cause for the dismissal of any public employee when such public employee advocates or is knowingly a member of the Communist Party or of an organization which during the time of his membership he knows advocates overthrow of the **Government** of the United States or of any state by force or violence.

## **Excerpts from California Education Code**

### **Section 20963.**

A state, school, or school safety member, whose effective date of retirement is within four months of separation from employment with the employer subject to this section that granted the sick leave credit, shall be credited at his or her retirement with 0.004 year of service credit for each unused day of sick leave certified to the board by the employer. The certification shall report only those days of unused sick leave that were accrued by the member during the normal course of his or her employment and shall not include any additional days of sick leave reported for the purpose of increasing the member's retirement benefit. Reports of unused days of sick leave shall be subject to audit and retirement benefits may be adjusted where improper reporting is found.

Until receipt of certification from an employer concerning unused sick leave, the board may pay an estimated allowance pursuant to this section. At the time of receipt of the certification, the allowance shall be adjusted to reflect any necessary changes.

Notwithstanding any other provisions of this part, this section shall not apply to local members other than local miscellaneous members employed before July 1, 1980, by a school district that is a contracting agency or those school safety members employed before July 1, 1980, by a contracting agency that is a school district or community college district, as defined in subdivision (i) of Section 20057.

This section shall not be applicable to (a) any person who becomes a school member on and after July 1, 1980, and any person who becomes a local member employed, on and after July 1, 1980, by a school district that is a contracting agency whether or not the person was ever a school member or local member prior to that date, or (b) a state employee, with respect to sick leave credits earned as a state member under Section 21353.5, except that the member shall be entitled to receive credit under this section for the sick leave he or she has earned as a state member subject to any other retirement formula, provided the member has a sick leave credit balance remaining at the time of retirement.

**Excerpts from California Education Code—Section 20963 (continued)**

For the purposes of this section, sick leave benefits provided to state employees pursuant to the state sick leave system shall be construed to mean compensation paid to employees on approved leaves of absence on account of sickness.

**Section**

**70901.2.**

- (a) Notwithstanding any other provision of law, when a classified staff representative is to serve on a college or district task force, committee, or other governance group, the exclusive representative of classified employees of that college or district shall appoint the representative for the respective bargaining unit members. The exclusive representative of the classified employees and the local governing board may mutually agree to an alternative appointment process through a memorandum of understanding. A local governing board may consult with other organizations of classified employees on shared governance issues that are outside the scope of bargaining. These organizations shall not receive release time, rights, or representation on shared governance task forces, committees, or other governance groups exceeding that offered to the exclusive representative of classified employees.

**Section**

**70902.**

- (a) Every community college district shall be under the control of a board of trustees, which is referred to herein as the "governing board." The governing board of each community college district shall establish, maintain, operate, and govern one or more community colleges in accordance with law. In so doing, the governing board may initiate and carry on any program, activity, or may otherwise act in any manner that is not in conflict with or inconsistent with, or preempted by, any law and that is not in conflict with the purposes for which community college districts are established.

The governing board of each community college district shall establish rules and regulations not inconsistent with the regulations of the board of governors and the laws of this state for the government and operation of one or more community colleges in the district.

**Excerpts from California Education Code—Section 70902 (continued)**

- (b) In furtherance of the provisions of subdivision (a), the governing board of each community college district shall do all of the following:
- (1) Establish policies for, and approve, current and long-range academic and facilities plans and programs and promote orderly growth and development of the community colleges within the district. In so doing, the governing board shall, as required by law, establish policies for, develop, and approve, comprehensive plans. The governing board shall submit the comprehensive plans to the board of governors for review and approval.
  - (2) Establish policies for and approve courses of instruction and educational programs. The educational programs shall be submitted to the board of governors for approval. Courses of instruction that are not offered in approved educational programs shall be submitted to the board of governors for approval. The governing board shall establish policies for, and approve, individual courses that are offered in approved educational programs without referral to the board of governors.
  - (3) Establish academic standards, probation and dismissal and readmission policies, and graduation requirements not inconsistent with the minimum standards adopted by the board of governors.
  - (4) Employ and assign all personnel not inconsistent with the minimum standards adopted by the board of governors and establish employment practices, salaries, and benefits for all employees not inconsistent with the laws of this state.
  - (5) To the extent authorized by law, determine and control the district's operational and capital outlay budgets. The district governing board shall determine the need for elections for override tax levies and bond measures and request that those elections be called.

**Excerpts from California Education Code—Section 70902 (continued)**

- (6) Manage and control district property. The governing board may contract for the procurement of goods and services as authorized by law.
- (7) Establish procedures not inconsistent with minimum standards established by the board of governors to ensure faculty, staff, and students the opportunity to express their opinions at the campus level and to ensure that these opinions are given every reasonable consideration, and the right to participate effectively in district and college governance, and the right of academic senates to assume primary responsibility for making recommendations in the areas of curriculum and academic standards.
- (8) Establish rules and regulations governing student conduct.
- (9) Establish student fees as it is required to establish by law, and, in its discretion, fees as it is authorized to establish by law.
- (10) In its discretion, receive and administer gifts, grants, and scholarships.
- (11) Provide auxiliary services as deemed necessary to achieve the purposes of the community college.
- (12) Within the framework provided by law, determine the district's academic calendar, including the holidays it will observe.
- (13) Hold and convey property for the use and benefit of the district. The governing board may acquire by eminent domain any property necessary to carry out the powers or functions of the district.
- (14) Participate in the consultation process established by the board of governors for the development and review of policy proposals.

**Excerpts from California Education Code—Section 70902 (continued)**

- (c) In carrying out the powers and duties specified in subdivision (b) or other provisions of statute, the governing board of each community college district shall have full authority to adopt rules and regulations, not inconsistent with the regulations of the board of governors and the laws of this state, that are necessary and proper to executing these prescribed functions.
- (d) Wherever in this section or any other statute a power is vested in the governing board, the governing board of a community college district, by majority vote, may adopt a rule delegating the power to the district's chief executive officer or any other employee or committee as the governing board may designate; provided, however, that the governing board shall not delegate any power that is expressly made nondelegable by statute. Any rule delegating authority shall prescribe the limits of the delegation.

**Section  
79020.**

Except as otherwise provided the community colleges shall continue in session or close on specified holidays as follows:

- (a) The community colleges shall close on January 1st, the third Monday in January, commencing in the 1989-90 fiscal year, known as "Dr. Martin Luther King, Jr. Day," February 12th known as "Lincoln Day," the third Monday in February known as "Washington Day," the last Monday in May known as "Memorial Day," July 4th, the first Monday in September known as "Labor Day," November 11th known as "Veterans Day," that Thursday in November proclaimed by the President as "Thanksgiving Day," and December 25
- (b) Any contractual provision between any community college district and its employees in effect on the effective date of the act that adds this subdivision shall prevail over any conflict regarding Dr. Martin Luther King, Jr. Day until the termination date of the contract or upon termination by mutual agreement of the parties, whichever occurs first.

**Excerpts from California Education Code—Section 79020 (continued)**

- (c) The Governor in appointing any other day for a public fast, thanksgiving, or holiday may provide whether the community colleges shall close on the day. If the Governor does not provide whether the community colleges shall close, they shall continue in session on all special or limited holidays appointed by the Governor, but shall close on all other days appointed by the Governor for a public fast, thanksgiving, or holiday.
- (d) The community colleges shall close on every day appointed by the President as a public fast, thanksgiving, or holiday, unless it is a special or limited holiday.
- (e) The community colleges shall continue in session on all legal holidays other than those designated by or pursuant to this section, and shall hold proper exercises commemorating the day.
- (f) When any of the holidays on which the schools would be closed fall on Sunday, the community colleges shall close on the Monday following, except that (1) if Lincoln Day falls on a Sunday, the community colleges may observe this holiday on the preceding or following Friday, the following Monday, or the following Tuesday, and maintain classes on the date specified in subdivision (a) where applicable, or (2) if Lincoln Day falls on a Monday, the community colleges may observe this holiday on the preceding or following Friday, that Monday, or the following Tuesday, and maintain classes on the date specified in subdivision (a) where applicable.
- (g) When any of the holidays on which the schools would be closed, except Lincoln Day, fall on Saturday, the community colleges shall close on the preceding Friday, and that Friday shall be declared a state holiday.
- (h) If any holiday on which the community colleges are required to close pursuant to subdivision (a) occurs under federal law on a date different than the date specified in subdivision (a), the governing board of any community college district may close the community colleges of the district on the date recognized by federal law and maintain classes on the date specified in subdivision (a).

**Excerpts from California Education Code—Section 79020 (continued)**

- (i) When Veterans Day would fall on Tuesday, the governing board of a community college district may close the colleges on the preceding Monday, and maintain classes on the date specified in subdivision (a). When Veterans Day would fall on Wednesday, the governing board of a community college district may close the colleges on either the preceding Monday or the following Friday, and maintain classes on the date specified in subdivision (a). When Veterans Day would fall on Thursday, the governing board of a community college district may close the colleges on the following Friday, and maintain classes on the date specified in subdivision (a).
  
- (j) When Lincoln Day would fall on Tuesday, the governing board of a community college district may close the colleges on the preceding Monday, the preceding Friday, or the following Friday, and maintain classes on the date specified in subdivision (a) where appropriate. When Lincoln Day would fall on Wednesday, the governing board of a community college district may close the colleges on the preceding Monday, the preceding Friday, or the following Friday, and maintain classes on the date specified in subdivision (a). When Lincoln Day would fall on Thursday, the governing board of a community college district may close the colleges on the preceding Friday or the following Friday, and maintain classes on the date specified in subdivision (a). When Lincoln Day falls on Saturday, the governing board of a community college district may close the colleges on the preceding Friday or the following Friday, and maintain classes on the date specified in subdivision (a) where appropriate.
  
- (k) In addition to the holidays specified in subdivision (a), a community college may close on March 31 known as "Cesar Chavez Day" if the governing board, pursuant to a memorandum of understanding reached pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government **Code**, agrees to close the community college for that purpose.

**Excerpts from California Education Code—Section 79020 (continued)**

- (l) In addition to the holidays specified in subdivision (a), a community college may close on the fourth Friday in September known as "Native American Day" if the governing board, pursuant to a memorandum of understanding reached pursuant to Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government **Code**, agrees to close the community college for that purpose.
- (m) Nothing in this section is to be interpreted as authorizing a community college district governing board to maintain community colleges in its district for a lesser number of days during the college year than the minimum established by law.

**Section  
79021.**

Notwithstanding any other provision of this article, whenever the Governor appoints any other day as a holiday and does not provide for the closing of the community colleges, but the community colleges do close, the closing shall be deemed a closing for a holiday declared by the governing board.

**Section  
88001.**

As used in this chapter the following terms mean:

- (a) "Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.
- (b) "Permanent," as used in the phrase "permanent employee," includes tenure in the classification in which the employee passed the required probationary period and includes all of the incidents of that classification.

**Excerpts from California Education Code—Section 88001 (continued)**

- (c) "Regular," as used in the phrase "regular classified employee," or any similar phrase, refers to a classified employee who has probationary or permanent status.
- (d) "Demotion" means assignment to an inferior position or status without the employee's written voluntary consent.
- (e) "Disciplinary action" includes any action whereby an employee is deprived of any classification or any incident of any classification in which he or she has permanence, including dismissal, suspension, demotion, or any reassignment, without his or her voluntary consent, except a layoff for lack of work or lack of funds.
- (f) "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in that position.
- (g) "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff.
- (h) "Cause," relating to disciplinary actions against classified employees, means those grounds for discipline or offenses enumerated in the law or the written rules of a community college employer. No disciplinary action may be maintained for any "cause" other than as defined herein.

This section shall not apply to districts to which Article 3 (commencing with Section 88060) is applicable.

This section shall not apply to any district which, during the 1973-74 college year, had an average daily attendance of 100,000 or more.

## **Excerpts from California Education Code (continued)**

### **Section 88003.**

The governing board of any community college district shall employ persons for positions that are not academic positions. The governing board, except where Article 3 (commencing with Section 88060) or Section 88137 applies, shall classify all those employees and positions. The employees and positions shall be known as the classified service. Substitute and short-term employees, employed and paid for less than 75 percent of a college year, shall not be a part of the classified service. Part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be a part of the classified service. Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience **education** program conducted by a community college district and which is financed by state or federal funds, shall not be a part of the classified service. Unless otherwise permitted, a person whose position does not require certification qualifications shall not be employed by a governing board, except as authorized by this section.

"Substitute employee," as used in this section, means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the district is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the governing board may fill the vacancy through the employment, for not more than 60 calendar days, of one or more substitute employees, except to the extent that a collective bargaining agreement then in effect provides for a different period of time.

"Short-term employee," as used in this section, means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Before employing a short-term employee, the governing board, at a regularly scheduled board meeting, shall specify the service required to be performed by the employee pursuant to the definition of "classification" in subdivision (a) of Section 88001, and shall certify the ending date of the service. The ending date may be shortened or extended by the governing board, but shall not extend beyond 75 percent of a school year.

**Excerpts from California Education Code—Section 88003 (continued)**

"Seventy-five percent of a college year" means 195 working days, including holidays, sick leave, vacation and other leaves of absences, irrespective of number of hours worked per day.

Employment of either full-time or part-time students in any college work-study program, or in a work experience **education** program shall not result in the displacement of classified personnel or impair existing contracts for services.

This section shall apply only to districts not incorporating the merit system as outlined in Article 3 (commencing with Section 88060).

**Section  
88003.1**

- (a) Notwithstanding any other provision of this chapter, personal services contracting for all services currently or customarily performed by classified school employees to achieve cost savings is permissible, unless otherwise prohibited, when all the following conditions are met:
  - (1) The governing board or contracting agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the community college district, provided that:
    - (A) In comparing costs, there shall be included the community college district's additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.
    - (B) In comparing costs, there shall not be included the community college district's indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed by the community college district. Indirect overhead costs shall mean the pro rata share of existing

Excerpts from California Education Code—Section 88003.1 (continued)

administrative salaries and benefits, rent, equipment costs, utilities, and materials.

- (C) In comparing costs, there shall be included in the cost of a contractor providing a service any continuing community college district costs that would be directly associated with the contracted function. These continuing community college district costs shall include, but not be limited to, those for inspection, supervision, and monitoring.
- (2) Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor's wages are at the industry's level and do not undercut community college district pay rates.
- (3) The contract does not cause the displacement of community college district employees. The term "displacement" includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the school district.
- (4) The savings shall be large enough to ensure that they will not be eliminated by private sector and community college district cost fluctuations that could normally be expected during the contracting period.
- (5) The amount of savings clearly justify the size and duration of the contracting agreement.
- (6) The contract is awarded through a publicized, competitive bidding process.

**Excerpts from California Education Code—Section 88003.1 (continued)**

- (7) The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination standards.
- (8) The potential for future economic risk to the community college district from potential contractor rate increases is minimal.
- (9) The contract is with a firm. A "firm" means a corporation, limited liability corporation, partnership, nonprofit organization, or sole proprietorship.
- (10) The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by the community college district.
  - (b) Notwithstanding any other provision of this chapter, personal services contracting shall also be permissible when any of the following conditions can be met:
    - (1) The contract is for new community college district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
    - (2) The services contracted are not available within community college districts, cannot be performed satisfactorily by community college district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the community college district.
    - (3) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain

**Excerpts from California Education Code—Section 88003.1 (continued)**

office equipment or computers that are leased or rented.

- (4) The policy, administrative, or legal goals and purposes of the community college district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (5) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the community college district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (6) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the community college district in the location where the services are to be performed.

**Excerpts from California Education Code—Section 88003.1 (continued)**

- (7) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the community college district's regular or ordinary hiring process would frustrate their very purpose.
- (c) This section shall apply to all community colleges, including community college districts that have adopted the merit system.
- (d) This section shall apply to personal service contracts entered into after January 1, 2003. This section shall not apply to the renewal of personal services contracts subsequent to January 1, 2003, where the contract was entered into before January 1, 2003, irrespective of whether the contract is renewed or rebid with the existing contractor or with a new contractor.

**Section  
88010.**

Classified employees shall not be required to perform duties that are not fixed and prescribed for the position by the governing board in accordance with Section 88009, unless the duties reasonably relate to those fixed for the position by the board, for any period of time that exceeds five working days within a 15-calendar-day period except as authorized herein.

An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five working days if his or her salary is adjusted upward for the entire period he or she is required to work out of classification and in amounts that will reasonably reflect the duties required to be performed outside his or her normal assigned duties.

Notwithstanding this section, a personnel commission and governing board, or a governing board in a nonmerit system district, by written rule, may provide for an upward salary adjustment for any classified employee required to work out of classification for any period of time less than that required herein.

**Excerpts from California Education Code—Section 88010 (continued)**

It is the intent of this section to permit community college districts to temporarily work employees outside of their normal duties but in so doing to require that some additional compensation be provided the employee during such temporary assignments.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060).

**Section  
88022.**

No person shall be employed or retained in employment by a community college district who has been convicted of any sex offense as defined in Section 87010 or controlled substance offense as defined in Section 87011. If, however, any such conviction is reversed and the person is acquitted of the offense in a new trial or the charges against him or her are dismissed, this section does not prohibit his or her employment thereafter.

Further, the governing board of a community college district may employ a person convicted of a controlled substance offense if the governing board of the district determines, from the evidence presented, that the person has been rehabilitated for at least five years.

The governing board shall determine the type and manner of presentation of the evidence, and the determination of the governing board as to whether or not the person has been rehabilitated is final.

**Section  
88076.**

- (a) The commission shall classify all employees and positions within the jurisdiction of the governing board or of the commission, except those which are exempt from the classified service, as specified in subdivision (b). The employees and positions shall be known as the classified service. "To classify" shall include, but not be limited to, allocating positions to appropriate classes, arranging classes into occupational hierarchies, determining reasonable relationships within occupational hierarchies, and preparing written class specifications.

**Excerpts from California Education Code—Section 88076 (continued)**

- (b) The following positions and employees are exempt from the classified service:
- (1) Academic positions.
  - (2) Part-time playground positions.
  - (3) Full-time students employed part time.
  - (4) Part-time students employed part time in any college work-study program or in a work experience **education** program conducted by a community college which is financed by state or federal funds.
  - (5) Apprentice positions.
  - (6) Positions established for the employment of professional experts on a temporary basis for a specific project by the governing board or by the commission when so designated by the commission.

Employment of either full-time or part-time students in any college work-study program, or in a work experience **education** program shall not result in the displacement of classified personnel or impair existing contracts for services.

However, nothing in this section shall prevent an employee, who has attained regular status in a full-time position, from taking a voluntary reduction in time and retaining his or her regular status under the provisions of this law.

No person whose contribution consists solely in the rendition of individual personal services and whose employment does not come within the scope of the exceptions listed above shall be employed outside the classified service.

A part-time position is one for which the assigned time, when computed on an hourly, daily, weekly, or monthly basis, is less than 87-1/2 percent of the normally assigned time of the majority of employees in the classified service.

## **Excerpts from California Education Code (continued)**

### **Section**

#### **87009.**

A plea or verdict of guilty or a finding of guilt by a court in a trial without a jury is deemed to be a conviction within the meaning of Sections 87405 and 88022 of this **code**, irrespective of a subsequent order under the provisions of Section 1203.4 of the Penal **Code** allowing the withdrawal of the plea of guilty and entering a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusations or information. The record of the conviction of a sex offense as defined in Section 87010 or of a controlled substance offense defined in Section 87011 shall be sufficient proof of conviction of a crime involving moral turpitude for the purposes of Sections 87667 and 87732 relating to the dismissal of permanent employees.

### **Section**

#### **87010.**

"Sex offense," as used in Sections 87405, 88022, and 88123, means any one or more of the offenses listed below:

- (a) Any offense defined in Section 261.5, 266, 267, 285, 286, 288, 288a, 647.6, or former Section 647a, paragraph (2) or (3) of subdivision (a) of Section 261, paragraph (1) or (2) of subdivision (a) of Section 262, or subdivision (a) or (d) of Section 647 of the Penal **Code**.
- (b) Any offense defined in former subdivision 5 of former Section 647 of the Penal **Code** repealed by Chapter 560 of the Statutes of 1961, or any offense defined in former subdivision 2 of former Section 311 of the Penal **Code** repealed by Chapter 2147 of the Statutes of 1961, if the offense defined in those sections was committed prior to September 15, 1961, to the same extent that such an offense committed prior to that date was a sex offense for the purposes of this section prior to September 15, 1961.
- (c) Any offense defined in Section 314 of the Penal **Code** committed on or after September 15, 1961.

**Excerpts from California Education Code—Section 87010 (continued)**

- (d) Any offense defined in former subdivision 1 of former Section 311 of the Penal **Code** repealed by Chapter 2147 of the Statutes of 1961 committed on or after September 7, 1955, and prior to September 15, 1961.
- (e) Any offense involving lewd and lascivious conduct under Section 272 of the Penal **Code** committed on or after September 15, 1961.
- (f) Any offense involving lewd and lascivious conduct under former Section 702 of the Welfare and Institutions **Code** repealed by Chapter 1616 of the Statutes of 1961, if the offense was committed prior to September 15, 1961, to the same extent that such an offense committed prior to that date was a sex offense for the purposes of this section prior to September 15, 1961.
- (g) Any offense defined in Section 286 or 288a of the Penal **Code** prior to the effective date of the amendment of either section enacted at the 1975-76 Regular Session of the Legislature committed prior to the effective date of the amendment.
- (h) Any attempt to commit any of the above-mentioned offenses.
- (i) Any offense committed or attempted in any other state that, if committed or attempted in this state, would have been punishable as one or more of the above-mentioned offenses.

**Excerpts from California Education Code (continued)**

**Section**

**88026.**

The workweek of a classified employee, as defined in Section 88033 or Section 88076, shall be 40 hours. The workday shall be eight hours. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the district. Nothing in this section shall be deemed to bar the district from establishing a workday of less than eight hours or a workweek of less than 40 hours for all or any of its classified positions.

Notwithstanding the provisions of this section and Section 88027, a governing board may, with the approval of the personnel commission, where applicable, exempt specific classes of positions from compensation for overtime in excess of eight hours in one day, provided that hours worked in excess of 40 in a calendar week shall be compensated on an overtime basis. Such exemption shall be applied only to those classes which the governing board and personnel commission, where applicable, specifically find to be subject to fluctuations in daily working hours not susceptible to administrative control, such as security patrol and recreation classes, but shall not include food-service and transportation classes.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060) of this chapter.

**Section**

**88040.**

(a) (1) Notwithstanding Section 88026, the governing board of a community college district may establish the workday and workweek schedules of classified employees with the concurrence of the employee organization, or in the absence of an employee organization, the concurrence of the affected employee.

**Excerpts from California Education Code (continued)**

**Section**

**88168.**

Upon initial employment and upon each change in classification thereafter, each classified employee shall be furnished two copies of his or her class specification, salary data, assignment or work location, together with duty hours and the prescribed workweek. The salary data shall include the annual, monthly or pay period, daily, hourly, overtime and differential rate of compensation, whichever are applicable. One copy shall be retained by the employee and the other copy shall be signed and dated by the employee and returned to his or her supervisor.

This section shall not apply to short-term, limited-term, or provisional employees, as those terms are defined in this chapter.

This section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 3 (commencing with Section 88060).

**APPENDIX**  
**F**

TENTATIVE AGREEMENT  
Reached on November 10, 2011  
By and Between  
KERN COMMUNITY COLLEGE DISTRICT  
and the  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTERS 246, 336 and 617

Except as indicated below, the provisions contained in the 2009-2011 Agreement will remain unchanged.

The Kern Community College District ("District") and the California School Employees Association Chapters 246, 336 and 617 ("CSEA"), hereby agree to the following changes to the 2009-11 Agreement:

**Article 9G - Classified Compensation**

9G1 The 2008-2009 salary schedule for all ranges and positions is attached in Appendix "B" and incorporated by a reference herein. ~~There will be no changes to the salary schedule during the 2009-2010 and 2010-2011 fiscal years.~~ If the wage/class study (referenced in Section 9M6A3) is not implemented in the 2012-2013 fiscal year, and in the event of a funded State COLA that year, CSEA retains the right to reopen negotiations on the subject of salaries. Also, in the event of a funded State COLA in the 2013-2014 fiscal year, CSEA retains the right to reopen negotiations on the subject of salaries.

9G2A1 Beginning July 1, ~~2004~~ 2012, the District will modify ~~shorten~~ the operational calendar by ~~two~~ ~~(2)~~ one (1) working ~~weeks~~ week to be applied as follows: [Added November 10, 2011]

- ~~The District will close operations following the close of business on the Friday preceding the week in which the Christmas holiday is recognized, and will reopen for operation on the Monday or Tuesday immediately following the recognized New Year's Day holiday. The District will maintain the time between Christmas and New Year's Day as a closure (ie., District will close operations from the last working day preceding Christmas and will reopen for operation on the next working day following the recognized New Year's Day holiday); in recognition of the Association's agreement to this change, District will provide two (2) additional floating holidays. [Section 9J4 has been amended to incorporate these changes]~~

9G11A Bargaining unit members shall be allowed to participate in projects ~~to be~~ funded from AB 1725 staff development funds, carried over from prior years until such funds are exhausted. Upon exhaustion of such funds this program will cease, provided however if the State restores funding to the program, the District will restore the program, including the staff development advisory committee set forth in the 2009-11 Agreement. ~~Classified employees shall be encouraged to apply for funds. At each College campus, the Classified bargaining unit shall be offered seats on the AB 1725 Staff Development Advisory Committee. Release time shall be granted for attendance at the Advisory Committee meetings.~~

9G12 ~~The District will waive all course fees at any of the District's three (3) Colleges for employees.~~  
(Effective Spring 2012)

9G13B1 The program allows for a maximum of one-half (1/2) hour for four-days-per-week staff time to be given for classified. The supervisor must approve the schedule. ~~The District will waive the enrollment fee and the assessment fee, if applicable. In addition, this authorization waives the course repetition limits for employees enrolled in the program. (Effective Spring 2012)~~

**Article 9H – Fringe Benefits**

9H2A The District Health and Welfare Benefits Program shall consist of the plans and coverage summarized in this provision. The parties agree that insurance coverage may be modified by negotiations as a means to maintain acceptable premium costs. *(Revised February 11, 2010)*

- A Blue Cross health plan, Prudent Buyer Option 1, \$200/\$400 deductible, administered by Self-Insured Schools of California (SISC) which includes a Prudent Buyer Hospital Plan and Professional Plan, as modified by the following plan adjustment (effective February 1, 2012 or as soon thereafter as is practical):
  - 1) Emergency room co-pays (\$50);
- A dental plan (Delta Incentive or Delta Preferred Option) administered by SISC or for the Pacific Union Dental Plan.
- For the unit member only, a fifty thousand dollar (\$50,000) term life insurance plan. The employee has an option of additional coverage at his/her expense within the limits of the plan.
- A behavioral health plan administered by SISC, which covers mental, nervous and substance disorders, and includes an employee assistance program. *(Revised January 26, 2006)*
- A vision plan administered by SISC. *(Added June 2, 2004)*

9H2B The District will ~~provide full premium cost~~ pay up to \$1158.50/month for medical, dental and vision insurance premiums for the employee and eligible dependents and the premium for the life insurance plan for the employee only. In addition, the District will pay the premium for a long-term disability plan for the employee. A unit member is eligible for the long-term disability plan after serving the District for three years.

Effective October 2012, the District's maximum contribution will be increased by the lesser of the following;

- 1) The annual SISC recommendation of premiums for the medical insurance; or
- 2) The higher of the following two factors:
  - a. The percentage increase to the CPI (U.S. Cities Average) for the 12 months ending July of the applicable year; or
  - b. The percentage increase to the funded State COLA.

The same process will be used in October 2013 to determine the increase to the District's maximum contribution. Employees will be responsible for any excess premium costs. However, if there are medical reserves in excess of the actuarial recommended amount of 32.5% of prior year health claims, pharmacy rebates and ASO costs, such excess reserve will be used (on a District-wide basis) as a rate stabilization fund so that such excess reserves are scheduled to be used prior to any out-of-pocket contributions are required to be made by employees.

Prior to the imposition of any out-of-pocket contribution, and upon request of CSEA, the parties agree to negotiate potential plan modifications to avoid/reduce such out-of-pocket costs.

9H2D For the term of this Agreement, the District shall consult with the Association in the matter of the carrier and administration. There will be no change in provider (carrier), plan design or benefits without notice to the Association and an opportunity to negotiate (if so requested).

9H2D1 ~~There shall be no District proposal to the Board of Trustees for a change in providers without prior notice to the Association and opportunity to consult.~~(Revised February 11, 2010)

#### Article 9J - Holidays

9J4 One (1) additional holiday designated as a Floating Holiday shall be granted each employee in the classified service on a date selected by the employee and scheduled in advance with the concurrence of the supervisor. Effective July 1, 2012 the Floating holidays will be increased to a total of three (3) per year.

#### Article 9L - Absences and Leaves

9L4A Each classified service employee shall be granted five (5) days with pay for bereavement, funeral arrangement, and/or funeral attendance in the event of the death of a member of the employee's immediate family. Members of the immediate family mean the employee's:

#### Article 9M - Employment Policies

9M3A Permanent employees will be evaluated annually, normally within one (1) month of ~~one (1) month following the employee's anniversary date with the District birthday,~~ by the immediate supervisor and/or appropriate management personnel. No bargaining unit employee's performance shall be evaluated formally by another bargaining unit employee.

9M5B1 Employees will be notified of existing vacancies through the posting process and must adhere to the posted time lines to be considered. ~~Positions must be posted in-house. The filing period will be five (5) working days. In-house applicants who meet the minimum qualifications for the position will be granted an interview prior to posting the position to outside applicants.~~ Vacancies will be posted to employees and outside applicants simultaneously unless the vacancy falls under the exceptions listed in Title V regulations, section 53021. In-house applicants who meet the minimum qualifications for the position will be granted an interview.

#### Article 9T - Term

9T1 This Agreement shall take effect as of July 1, 2011 and shall remain in effect through June 30, 2014. ~~During the term of this Agreement, the exclusive bargaining representative expressly waives and relinquishes the right to meet and negotiate and agrees that the district shall not be~~

~~obligated to meet and negotiate with respect to any subject or matter incorporated herein as a part of this Agreement.~~

943 ~~All provisions of this Agreement shall continue in effect from July 1, 2009 through June 30, 2011.~~

FOR THE DISTRICT:

*Abe Ali*  
Abe Ali, Vice Chancellor - HR  
*Bruce Barsook*  
Bruce Barsook, Chief Negotiator

FOR CSEA:

*Cynthia Munoz*  
Cynthia Munoz, Chapter 336  
*Victoria Colton*  
Victoria Colton, Chapter 336  
*Henry D. Smith*  
Henry D. Smith, Chapter 336  
*Baldomero Garcia*  
Baldomero Garcia, Chapter 246  
*Carlos Natera*  
Carlos Natera, Chapter 246  
*Tina Tuttle*  
Tina Tuttle, Chapter 617  
*Michael Barrett*  
Michael Barrett, Chapter 617  
*Nancy Vogel*  
Nancy Vogel, CSEA Labor Representative  
Chapter 336  
*Bob Baker*  
Bob Baker, CSEA Labor Representative  
Chapter 246  
*Michael Branham*  
Michael Branham, CSEA Labor Representative  
Chapter 617

# **Section Ten**

## **Confidential and Management Employees**

# Section Ten

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**Section Ten—Confidential and Management Personnel  
Governance Processes Relative to the  
District Board Policy Manual  
and Collegial Consultation  
With Academic Senates**

**Employ the Process of Mutual Agreement**

- Policies:**
- (1) **10B4**, Administrative Retreat Rights to Faculty Status for Administrators Hired on or After July 1, 1990 (*include Policies 10B4A through 10B4F*)
  - (2) **10B5**, Administrative Retreat Rights to Faculty Status for Administrators Hired Prior to July 1, 1990 (*include Policies 10B5A through 10B5F*)

**Procedures:** None

**Appendices:** None

**Rely Primarily Upon the Advice and Judgment**

- Policies:**
- (1) **10A5B5** (re: college president responsibilities)
  - (2) **10A5B16** (re: college president responsibilities)
  - (3) **10B3D** (re: selection of management personnel)
  - (4) **10B3H2** (re: selection of management personnel)
  - (5) **10B3H6** (re: selection of management personnel)
  - (6) **10B3I4** (re: joint screening committee for college educational administrator positions)

**Procedures:** None

**Appendices:** None

**SECTION TEN**

**CONFIDENTIAL AND MANAGEMENT EMPLOYEES**

**10A** **Administrative Organization** (Revised February 3, 2005)

- 10A1** The Kern Community College District shall use a line-staff organization plan. Administrative authority rests with the Board of Trustees, through the Chancellor to appropriate administrative officers. See **Appendix 10A1(a)** of this Manual for organizational charts.
- 10A2** The Chancellor shall appoint an Executive Council to assist in the solution of administrative problems and formulation of educational policies. *(Revised December 2, 2004)*
- 10A3** Employees in the Chancellor's Executive Council shall be the Chancellor; District Business, Educational, Human Resources, and Information Technology officers; Presidents of the Colleges; and other staff members appointed by the Chancellor. *(Revised December 2, 2004)*
- 10A4** The Board of Trustees of the Kern Community College District shall establish policy, and it shall be the right and responsibility of the administrative staff to implement the policy.

**10A5** Responsibilities of the Chancellor, College President, and Management Staff

**10A5A** Chancellor *(Corrected April 3, 1996)*

- 10A5A1** The Chancellor is the Chief Executive Officer of the District. All functions of the District are directed by the Chancellor in keeping with policies established by the Board of Trustees.
- 10A5A2** The Board of Trustees shall appoint the Chancellor and fix the salary and term of office.

**10A5A3** The Chancellor's powers and duties shall be initiatory and executory. The Chancellor shall act both as a professional advisor of the Board in the formulation of policies for governing the District and as chief executor of the policies adopted by the Board. All powers and duties delegated to the Chancellor are to be executed in accordance with the policies adopted by the Board, and all acts performed by the Chancellor which are classed in law as discretionary are subject to review and to final approval by the Board unless the Board specifically authorizes such acts to be executed in a particular manner.

**10A5A4** The Chancellor as Chief Executive Officer of the Board shall have specific powers and duties and shall be directly responsible to the Board for their proper exercise. The listing of specific responsibilities, however, shall not be interpreted to exclude all those powers and duties not mentioned but which are integral to the position of Chancellor.

**10A5A5** The Chancellor shall attend all meetings of the Board. The Chancellor may be excused from closed sessions of the Board at the time when personal salary and tenure of the Chancellor are being considered. The Chancellor shall have the right to speak at Board meetings on all matters before the Board.

**10A5A6** The control of the District shall be unified under the Chancellor, and all employees of the District shall be responsible to the Chief Executive Officer through the District line and staff organization.

**10A5A7** The Chancellor shall nominate or recommend employees, and the Board shall employ from those who have been nominated or recommended by the Chancellor. It shall be the responsibility of the Chancellor to employ and retain well-qualified, competent staff members. The Chancellor may authorize interim employment prior to Board action to accommodate payroll processing, however, Board action is required to ratify employment at the next regularly scheduled Board meeting.  
*(Revised August 5, 1999)*

- 10A5A8** The recommendation for assignment and promotion of all employees of the District shall be made to the Board by the Chancellor.
- 10A5A9** The suspension or dismissal of an employee of the District shall be made by the Board on the Chancellor's recommendation. The Chancellor may suspend an employee at any time until the next meeting of the Board under provisions of the law.
- 10A5A10** The Chancellor shall direct all matters relating to employees including salary status, professional development, professional records, minimum qualifications, recruitment, staff allocation, and approval of absences and leaves. *(Revised February 3, 2005)*
- 10A5A11** The Chancellor shall oversee the planning and administering of a continuing staff development plan for employees of the District.
- 10A5A12** The Chancellor shall recommend to the Board the purchase of all supplies and equipment.
- 10A5A13** The Chancellor shall direct the preparation of the annual budget and submit it to the Board for approval.
- 10A5A14** The Chancellor shall have control and supervision of all District buildings, grounds, and equipment.
- 10A5A15** The Chancellor shall approve and recommend to the Board all plans for the construction of buildings, landscaping of property, and repairs or alterations to existing property, and shall see that all plans adopted are properly executed.
- 10A5A16** The Chancellor shall have power to make rules and regulations to govern routine matters.
- 10A5A17** The Chancellor shall inform the public regarding activities of the Colleges and the District.
- 10A5A18** The Chancellor shall make an annual report on the condition and the progress of the District and such other reports as the Board may request from time to time.

**10A5A19** The Chancellor shall hear any complaints against the District and shall act as judge in matters of controversy between the various District employees, and between District employees and students, parents of students, or patrons, when the controversies relate to District affairs. The Board will not deal with such matters except on appeal from the Chancellor's decision or at the Chancellor's request. The Chancellor is charged with the enforcement of the rules, regulations, and decisions of the Board of Trustees and shall be responsible for the dissemination of all general orders adopted by the Board relating to all District employees.

**10A5A20** The Chancellor is authorized by the Board of Trustees to accept the resignation of any employee. The Chancellor may delegate this responsibility by written designation to District Officers or College Presidents.

**10A5A21** The Chancellor shall be responsible for the general efficiency of the District and for the development of the teaching, administrative and support staffs, instructional programs and services, and for the growth and welfare of students.

**10A5A22** The Chancellor may delegate, subject to approval by the Board, any of the powers and duties which the Board has entrusted to the Chief Executive Officer but in every instance shall continue to be responsible to the Board for the execution of the powers and duties delegated.

**10A5A23** The Chancellor serves as Secretary to the Board of Trustees.

**10A5B** College President

- 10A5B1** As the executive head of a College, the President is responsible to the Chancellor of the District. As chief administrator of the College, the President shall be responsible for maintaining the policies, procedures, rules, and regulations as set forth by the Chancellor, the Board of Trustees, the California Education Code, the Board of Governors of the California Community Colleges, and the general laws of California and of the United States of America. The President shall have the authority to delegate areas of responsibility as permitted by law.
- 10A5B2** The President shall make recommendations to the Chancellor for the employment, retention, and dismissal of all staff.
- 10A5B3** The President shall have responsibility for the assignment of all staff.
- 10A5B4** The President shall supervise the evaluation of staff and make recommendations regarding retention and promotion. *(Revised August 5, 1999)*
- 10A5B5** The President shall appoint management representatives to standing and ad hoc committees and designate the chairs of College-wide committees according to College policy and the law. *(Revised June 10, 1999)*
- 10A5B6** The President shall schedule and conduct meetings of the faculty.
- 10A5B7** The Presidents shall represent the College as appropriate at conferences and meetings and with county, state, and federal offices.
- 10A5B8** The President shall approve all textbooks and instructional materials.
- 10A5B9** The President shall recommend to the Chancellor budget, curricular, facility, and employee requirements essential to effective operations of the College. *(Revised February 3, 2005)*

- 10A5B10** The President shall supervise programs and services appropriate to community services and the College as a civic center.
- 10A5B11** The President shall direct articulation efforts with high school districts and institutions of higher education.
- 10A5B12** The President shall appoint all citizen committees advisory to College programs after consultation with department or division chairs.
- 10A5B13** The President shall carry out such duties as may be assigned by the Chancellor.
- 10A5B14** The President shall direct the efforts of a College toward a realization of its purposes and interpret the College's programs accurately and effectively to the various publics being served.
- 10A5B15** The President shall provide leadership for the instructional and student employee services of the day, evening, and summer programs. (Revised February 3, 2005)
- 10A5B16** The President shall appoint department/ division chairs according to College policy. (*Revised June 10, 1999*)
- 10A5B17** The President shall be responsible for campus adherence to adopted courses of study with such exceptions as may be authorized by the Chancellor.
- 10A5B18** The President shall see that extra curricular activities are properly organized and supervised.
- 10A5B19** The President shall advise and assist the staff and instructors in difficult cases of discipline.
- 10A5B20** The President shall be responsible for the development of such rules for the use of buildings, grounds, and equipment as shall ensure their being kept in a neat, secure, and sanitary condition.

**10A5B21** The President shall be responsible for the learning climate and have the right to administer suitable and proper corrective measures for student misconduct. This may include suspension from classes, disciplinary probation, revocation of Associated Student Body privileges, or other suitable means.

**10A5B22** Advertisements, circulars, or publications other than approved College related circulars and bulletins to be announced or distributed on College premises shall have prior approval of the College President.

**10A5B23** The President shall be advised of interviews with students other than those by parents or legal guardians, interviews for employment, interviews with armed forces representatives, representatives from four-year colleges, or officers representing the law.

**10A5B24** The President shall see that all student body and District monies are received and disbursed in accordance with regulations.

**10A5B25** The President shall delegate, subject to the approval of the Chancellor, any of the powers and duties entrusted to him/her, but in every instance he/she shall continue to be responsible to the Chancellor for the execution of the powers and duties delegated.

**10A5C** Management Staff

**10A5C1** Responsibilities and job descriptions of all management positions as designated by the Board of Trustees are to be maintained on a current basis with the District Chancellor.

**10A6** Responsibilities of Confidential Employees

**10A6A** Confidential employees, as designated by the Board of Trustees, are employees who are required to develop or present management positions with respect to employer-employee relation or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. *(Revised February 3, 2005)*

**10A6B** Responsibilities and job descriptions of confidential employees are to be maintained on a current basis with the Chancellor or designee.

## **10B** **Confidential and Management Employment Policies**

### **10B1** **General Policies**

**10B1A** Confidential and management employees are appointed by the Board of Trustees in accordance with provisions of the Education Code. See **Appendix 10B1A** of this Manual for listing of the confidential and management positions and corresponding salary ranges. (Revised February 3, 2005)

**10B1B** Announcements of management and confidential position openings shall be posted at the Colleges, centers, and the District Office of the Kern Community College District.

**10B1C** Assignment of management staff shall be upon the recommendation of the College President. The recommendation for reorganization and assignment of management staff will be forwarded to the Chancellor for approval and action by the Board of Trustees. (Revised June 10, 1999)

**10B1D** Assignment of District Office management staff shall be recommended by the Chancellor for action by the Board of Trustees. (Revised June 10, 1999)

**10B1E** The probationary period for confidential and classified management employees is one (1) year from the date of initial Board of Trustees appointment. (Added December 11, 2008)

### **10B2** **Selection of Confidential Employees** (Revised February 3, 2005)

**10B2A** The screening procedures for confidential employees shall be approved by the College President for College positions and the Chancellor for District Office positions.

**10B2B** The selection of College confidential employees shall be upon the recommendation of the College President. The recommendation will be forwarded to the Chancellor for approval and action by the Board of Trustees.

**10B2C** The selection of District confidential employees shall be approved by the Chancellor and the Board of Trustees.

### **10B3** **Selection of Management Employees** (Revised February 3, 2005)

**10B3A** The selection procedure for classified management employees shall be approved by the College President for College positions and the Chancellor for District Office positions.

**10B3B** The selection of College classified management shall be upon the recommendation of the College President. The recommendation will be forwarded to the Chancellor for approval and action by the Board of Trustees.

**10B3C** The selection of District classified management shall be recommended by the Chancellor for action by the Board of Trustees.

**10B3D** The faculty will be involved in the selection process of candidates for educational administrator positions for which applications are solicited. (See **Policies 10B1C and 10B1D**)

**10B3E** A joint committee representing all member Colleges shall be involved in the selection of candidates for District educational administrator positions. A joint College committee shall be involved in the selection of candidates for College educational administrator positions.

**10B3F** Joint committees shall function at all levels in the selection process which includes recommending qualifications and job descriptions, advertising the position, screening and reviewing applications, interviewing candidates, and recommending candidates to the College President or Chancellor.

**10B3G** A candidate for a position under consideration shall not serve on the joint committee for that position.

**10B3H** Joint Screening Committee for District Educational Administrator Positions (*Revised February 3, 2005*)

**10B3H1** The joint screening committee shall include three (3) managers appointed by the Chancellor or the Board of Trustees.

**10B3H2** The screening committee shall include a total of three (3) faculty members, to be appointed by the respective College Academic Senates at each of the District Colleges as follows: one (1) from Bakersfield; one (1) from Porterville; one (1) from Cerro Coso].

**10B3H3** The screening committee shall include at least one (1) District Office classified or confidential staff member appointed by the Chancellor.

**10B3H4** The screening committee may include a total of three (3) community members to be appointed by the respective College President, one (1) from each District College.

**10B3H5** At the discretion of the Chancellor, the screening committee may include the student member(s) of the Board of Trustees.

**10B3H6** As appropriate, the Chancellor shall chair the screening committee. At the discretion of the Board of Trustees this function may be assigned to another manager.

**10B3H7** The screening committee shall recommend candidates to the Chancellor. The Chancellor shall recommend to the Board of Trustees for appointment one (1) or more of the candidate(s)

**10B3I** Joint Screening Committee for College Educational Administrator Positions *(Revised June 10, 1999)*

**10B3I1** The joint screening committee shall include the College President or designee, faculty, and management. A representative of the classified staff and a student representative may be involved in the screening process at the discretion of the College President.

**10B3I2** The College President or designee shall chair the joint committee. In addition to the chairperson, there shall be an equal number of faculty and management.

**10B3I3** The College President shall recommend to the Chancellor for Board appointment one (1) or more of the candidates recommended by the joint committee. The joint committee shall recommend at least two (2) candidates to the President.

**10B3I4** Faculty representatives shall be appointed by the academic senate.

**10B3I5** Management representatives will be appointed by the College President.

**10B316** For the position of College President the committee chair shall be the Chancellor or designee. The Chancellor shall recommend for Board appointment one (1) or more of the candidates recommended by the joint committee. The joint committee shall recommend at least two (2) candidates to the Chancellor.

**10B4** Administrator Retreat Rights to Faculty Status for Administrators Hired on or After July 1, 1990 (Revised February 3, 2005)

**10B4A** An educational administrator whose first (1st) day of paid service in the District as a faculty member or an administrator is on or after July 1, 1990, shall have the right to become a first-year (1st-year) probationary faculty member once his or her administrative assignment expires or is terminated, if all of the following apply (Education Code 87458):

**10B4A1** The educational administrator has completed at least two (2) years of satisfactory service, including any time previously served as a faculty member, in the District.

**10B4A2** The termination of the educational administrative assignment is for any reason other than dismissal for cause.

**10B4A3** The educational administrator shall meet the minimum qualifications in the discipline(s) in which he/she shall be assigned.

**10B4A4** The reassignment has the approval of the College President, the Chancellor, and the Board of Trustees.

**10B4A5** Placement on the salary schedule will be determined in accordance with **Articles 10.C and 10.D** of the faculty contract.

**10B4B** *Educational administrator* means an administrator who is employed in an academic position designated by the governing board of the District as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or students services program of the College or District Office. Educational administrators include, but are not limited to, Chancellor, Presidents, and other supervisory or management employees designated by the Board as educational administrators.

**10B4C** In designating College or District Office positions as *educational administrators*, the Chancellor or designee shall confer with the appropriate Academic Senate President(s) prior to action by the Board of Trustees.

**10B4D** The educational administrator shall express in writing to the Chancellor or designee his or her request to be assigned to a faculty position, including the College to which he or she wishes to be assigned.

**10B4E** The Chancellor shall confer with the College President, who shall confer with the appropriate administrator, department/faculty chair, if applicable, and other appropriate faculty.

**10B4F** The appropriate faculty shall interview the educational administrator in accordance with District and, if any, College procedures for hiring contract faculty, and make its informal recommendation to the College President.

**10B5** Administrator Retreat Rights to Faculty Status for Administrators Hired Prior to July 1, 1990 (Revised February 3, 2005)

**10B5A** Administrators who were assigned seniority numbers prior to July 1, 1990, shall retain those numbers.

**10B5B** Educational administrators who did not meet minimum qualifications as of July 1, 1990, and who are not on the seniority list shall be placed on the seniority list as of the date they meet minimum qualifications, or equivalency, in a faculty discipline.

**10B5C** An administrator requesting reassignment shall express his/her intent in writing to the College President. The College President shall determine the need for such assignment and if the educational administrator meets the minimum qualifications in the discipline(s) in which he/she shall be assigned.

**10B5D** In the case of reassignment of an administrator initiated by the College President or District Chancellor, such assignment will be determined by existing Board policy after consultation with the administrator.

**10B5E** The College President shall make recommendations to the District Chancellor regarding assignment.

**10B5F** The District Chancellor shall make recommendations regarding reassignment to the Board of Trustees.

**10B5G** Placement on the salary schedule will be determined in accordance with **Articles 10.C and 10.D** of the faculty contract.

**10C** **Confidential and Management Compensation** *(Revised December 7, 2006)*

**10C1** The Board of Trustees approves the Confidential and Management Salary Grade Structure. See **Appendix 10C1** of this Manual for the Confidential and Management Salary Grade Structure.

**10C2** The salary grade and step placement of confidential and management employees shall be recommended by the Chancellor for approval by the Board of Trustees. See **Procedure 10C2** of this Manual for Salary Administration Procedures for Confidential/Management Employees.

**10C3** The step increase increment date is July 1 each year for confidential and management employees. A new employee must be employed eighty (80) working days prior to July 1 in order to receive the step advancement.

**10C4** Upon the recommendation of the Chancellor, the Board of Trustees may grant two-year (2-year) employment contracts to Associate Chancellors and College Presidents.

**10C5** **Compensatory Time** *(Revised August 3, 2006)*

**10C5A** Management employees are exempt from overtime pay and compensatory time.

**10C5B** Confidential employees are non-exempt employees and are eligible for compensatory time at the rate of time and one-half (1½) of the regular rate and a maximum of forty (40) hours may be accumulated. Compensatory time is to be taken as soon as possible after earned and when convenient to both the employee and the District. *(Effective January 1, 2006)*

**10C5B1** Payment for compensatory time in excess of forty (40) hours will be calculated based on the employee's regular hourly rate.

**10C6** Teaching Assignments for Management Employees  
(Approved November 10, 2011)

Adjunct assignments may be occasionally granted to Management Employees who demonstrate an organizational ability to add a teaching assignment to their full-time Management Employee obligation without interference with their satisfactory performance of their assignment.

Assignments shall be made in a manner consistent with the scheduling practices of the department/division.

The Office of Human Resources shall be responsible for monitoring the following:

- a. The Chancellor or designee shall review all Management Employees' teaching assignments in advance of the assignment commencing.
- b. All Management Employees performing Adjunct instruction shall start their assignment no earlier than 6:00 p.m. Monday through Friday. Instruction provided on Saturdays or Sundays does not have restrictions unless there is a pre-scheduled event requiring the Management Employees' attendance.
- c. No online instruction, office hours, or ancillary office duties shall be performed during the Confidential and Management Employees' regular work day.
- d. All Management Employees who are compensated at a Dean salary grade level or above may teach in addition to their regular work assignment. This Adjunct assignment shall be without pay.
- e. All Management Employees compensated below a Dean salary grade level may be eligible to provide Adjunct faculty instruction, with or without pay.

**10C7** Outside Activities  
(Approved November 10, 2011)

A Management Employee's outside activities shall not interfere in any way with the performance of the management employee's duties.

**10C8** After five (5) years of service to the District, a confidential or management employee who submits to the Chancellor or College President a letter of resignation for purposes of retirement, at least six (6) months prior to the retirement date, shall be compensated \$2,000 (two thousand dollars) following Board of Trustees approval.

**10C9** After thirty (30) years of accrued/accumulated service to the District, confidential and management employees will receive compensation of two thousand, five hundred dollars (\$2,500).

**10D** **Confidential and Management Professional Development**  
(Revised August 5, 1999)

**10D1** At the discretion of the Chancellor, confidential and management employees below Salary Grade 12 may participate in training programs directly related to their positions. The District may pay for expenses incurred by the employee.

**10D2** Confidential and management employees are eligible to enroll in a professional development program.

**10D3** Confidential and management employees may file a professional development plan with the respective College President at Bakersfield, Cerro Coso or Porterville, or with the Chancellor at the District Office. See **Procedure 10D3** of this Manual for the Classified Confidential/Management Employees Professional Development Program form.

**10D3A** Employees may enroll in the program after one (1) year of continuous service with the District.

**10D3B** Employees must plan their programs of study related to potential work assignment in consultation with their respective supervisor. The planned program of study shall be beyond the employee's current level of education. Declaration of Intent forms shall be submitted to the respective College President or Chancellor for approval at least thirty (30) days before the training or course commences.

**10D3C** Upon completion of the requirements of the Professional Development Program, the employee shall be compensated with a one thousand, two hundred dollars (\$1,200) one-time payment for fifteen (15) semester units of work.

**10D3D** During the years of employment an employee may earn a maximum of four (4) one thousand, two hundred dollars (\$1,200) professional development awards.

**10D3E** To be eligible for compensation, the employee must complete fifteen (15) semester units of collegiate course work or seminars, workshops, or clinics granting a certificate of completion with unit value equated at eighteen (18) hours of instruction per unit.

**10D3F** Payments will not be awarded for any activity for which release time from duties has been granted or for inservice training conducted during working hours.

**10D3G** The following specific conditions will apply:

- 10D3G1** Auditing of courses, credit for work experience, internships, or credit by examination shall not be permitted under this program.
- 10D3G2** A grade of "C" or better must be attained in graded courses taken for professional development.
- 10D3G3** Compensation for professional development shall be made within thirty (30) days following completion of eligibility requirements and submission of appropriate paper-work.
- 10D3G4** Application for credit, securing transcripts, or other verification of course work will be the responsibility of the employee.
- 10D3G5** Professional development payment will be identified on and become a permanent part of the employee's record.

**10D4** The District will waive all fees for employees for courses taken at any of the District's three (3) Colleges.

**10E** **Confidential and Management Evaluation** *(Revised December 11, 2008)*

**10E1** Evaluation of Confidential and Management Employees has as its primary purpose recognition of successes and commitment to improvement of job performance as it relates to the mission of the District. The evaluation process is designed to give constructive feedback to the employee about their job performance expectations and outcomes, defining both areas of strength and needed improvement. This process is viewed as continuous and shall include, to the extent possible and where appropriate, input by faculty, classified, staff, and peers.

The evaluation report shall form the basis for recommendations for development, which will include the following: (a) a written evaluation from the immediate supervisor, (b) summary of the evaluation survey responses, and (c) a written self assessment, which shall include accomplishments for the current year and goals for the next evaluation period.

The evaluation process will utilize the results of surveys and any other components as mutually agreed upon by the employee and his/her supervisor.

**10E2** A written evaluation report shall be completed annually the first two (2) years of employment and every two (2) years thereafter for each

confidential and management employee. See **Procedure 10E2(a-c)** of this Manual for the Confidential and Management Evaluation Guidelines, Report of Confidential and Management Evaluation form, and the Confidential and Management Evaluation Survey instrument and **Appendix 10E2** of this Manual for the suggested timeline for the evaluation process.

**10E3** The supervisor shall provide the employee with a copy of the evaluation report and thereafter meet with the employee for discussion.

**10E4** The employee's evaluation shall be compiled and written by the immediate supervisor(s) and requires the approval of the Chancellor and/or College President.

**10E5** An annual evaluation for a new employee is to be completed for the first two (2) years and submitted to the Chancellor. Thereafter the evaluation will be completed every two (2) years and submitted to the Chancellor by March 1 of the evaluation year.

**10E6** Faculty input shall be included in the evaluation of confidential and management employees whose assignment involves regular interaction with faculty. Faculty selected to participate in the process shall be those who regularly interact with the employee being evaluated.

**10E7** Definition of Performance

**10E7A** **Satisfactory**--The performance is identified as "satisfactory" if performance standards and expectations are met or exceeded during the evaluation period.

**10E7B** **Needs Improvement**--If the immediate supervisor identifies the evaluatee's performance as "needs improvement" goals for improvement and an appropriate timeline shall be established for demonstrated improvement to occur. This timeline for improvement is not to exceed one (1) year. At the end of the designated timeline, a follow-up evaluation shall occur.

**10E7C** **Unsatisfactory**--If the immediate supervisor determines that the employee's job performance is unsatisfactory, the Chancellor or College President will recommend termination. (See **Policy 10E9, Rights for Reconsideration.**)

**10E8** The Chancellor and/or College President may initiate an employee evaluation at any time. The scope and process for this unscheduled evaluation shall be determined by the Chancellor.

**10E9** Rights for Reconsideration

**10E9A** Within ten (10) working days following the evaluation conference between the immediate supervisor and evaluatee, a confidential or management employee may respond to any material in the evaluation report. The response must be in writing, submitted to and reviewed by the evaluating supervisor, attached to the evaluation report, and filed in the employee's official personnel file.

**10E9B** If a confidential or management employee believes that he/she has been evaluated unfairly and is unsatisfied with the response/action of the immediate supervisor to their written response, the employee shall have ten (10) additional working days to respond in writing to the Chancellor or College President.

## **10F** **Absences and Leaves**

### **10F1** **General Absences Policies** *(Revised February 3, 2005)*

**10F1A** Records of all employee absences are to be maintained by the District Payroll Office. (See **Procedure 10F1A** of this Manual for the Confidential/Management Absence Report form.)

**10F1B** Absence without loss of pay shall be granted to employees (1) to serve jury duty, (2) to appear as a witness in court other than as a litigant and (3) to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee.

**10F1C** Compensation received by an employee as a member of a jury or witness shall be retained by the employee. Absences for jury duty are to be reported and noted as such.

**10F1D** Employees shall file a signed statement for each absence from duty.

### **10F2** **Leave of Absence** *(Revised February 3, 2005)*

#### **10F2A** **Illness, Injury, or Quarantine (Sick Leave)**

**10F2A1** Sick leave shall be granted when an employee is kept from the performance of duties by sickness, injury, or quarantine.

**10F2A2** Sick leave with full pay is allowed full-time employees on the basis of one (1) day of sick leave for each calendar month worked starting from the first (1st) date of service. A person

employed less than full-time shall be entitled to a pro-rata share of the sick leave. 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 of not more than full salary.

**10F2A3** Employees shall be entitled to use sick leave accrued annually to attend to the illness of a child, parent, spouse, or domestic partner according to law.

**10F2A3** Unused sick leave shall be accumulated.

**10F2A4** Catastrophic Leave (*Revised November 16, 2004*)

**10F2A4A** Any full-time confidential or management staff member may donate a portion of his/her sick leave days to any eligible employee who has exhausted his/her accumulated sick leave days. Determination of eligibility to receive catastrophic sick leave donations will be the same as eligibility for the one hundred (100) working days of differential pay (Education Code 87786). (See **Procedure 10F2A4A** of this Manual for the Confidential and Management Catastrophic Illness Donation Request form.)

**10F2A4B** Any transfer of sick leave days must be in writing. This transfer of sick leave days will be added to the sick eligible employee's leave after he/she has exhausted all accumulated sick leave and the one-hundred (100) working days differential leave allowed by Education Code 87786. (See **Procedure 10F2A4B** of this Manual for the Confidential/Management Consent to Donate Sick Leave for Catastrophic Illness form.)

**10F2A4C** A confidential or management staff member may receive up to forty (40) days of donated sick leave per

illness/injury.

**10F2A4D** Confidential or management staff who are contributing to another eligible employee's catastrophic leave must maintain a personal sick leave balance of not less than forty (40) days after contributing.

**10F2A5** The District may require that any absence as a result of illness, injury or quarantine which exceeds three (3) days duration be verified by a written statement by a licensed physician indicating the reason for and length of disability.

**10F2A6** After accumulated sick leave, industrial accident and illness leave, vacation, 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. These benefits allow for one-half (½) pay for the work days he/she is absent beyond the sick leave period to a maximum of one hundred (100) working days. However, vacation and sick leave may not be accrued during this period. [See **Procedure 10F2A5** of this Manual for process on counting the one hundred (100) days at differential pay.] However, vacation and sick leave may not be accrued during this period.

**10F2B** Personal Necessity Leave (*Revised February 3, 2005*)

**10F2B1** Earned sick leave to a maximum of seven (7) days each fiscal year may be used by the employee in cases of personal necessity.

**10F2B2** To arrange for proper coverage of the assignment, when possible, it is expected that the employee shall secure prior approval from his/her immediate supervisor for use of personal necessity leave as defined in **Policies 10F2B2A** and **10F2B2B**.

**10F2B2A** Appearance in any court or before any administrative tribunal as a litigant or party that does not involve payment to the employee for services.

**10F2B2B** Personal business of a compelling nature that cannot be conducted outside of normal work assignment hours and does not involve payment to the employee for services.

If prior approval is not obtained, pursuant to **Policy 10F2B2A**, the employee, upon return to work or within three (3) days, shall report the nature of the absence. If the absence does not meet the provisions of **Policies 10F2B2A or 10F2B2B**, the employee may have a deduction in pay.

**10F2B3** The employee shall not be required to have advanced permission for personal necessity leave for the following reasons:

**10F2B3A** Death or serious illness of a member of the immediate family when additional leave is required beyond that provided by law. Immediate family shall be construed to have the same meaning as identified under bereavement in **Policy 10F2C** in this Board Policy Manual.

**10F2B3B** Accident involving the person or property of the employee or the person or property of a member of the immediate family.

**10F2C** Bereavement Leave (*Revised February 3, 2005*)

**10F2C1** Each employee may be granted five (5) days with pay for bereavement, funeral arrangements and/or funeral attendance in the event of the death of a member of the employee's immediate family. Members of the immediate family include mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandparents of employee or spouse, son-in-law or daughter-in-law of employee, or any relative living within the immediate household of the employee.

**10F2C2** Time off without pay may be granted for attendance at the funeral of a distant relative or close friend. An employee may choose to use personal necessity leave, vacation, or compensatory time for attendance at the funeral of a distant relative or close friend.

**10F2D** Emergency Leave

**10F2D1** The 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*. This leave may be used after personal necessity leave and, if applicable, bereavement leave, has been exhausted.

**10F2D2** For absence as a result of 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 fiscal year. Additional time for reasons of travel may be allowed upon the recommendation of the Chancellor or College President.

**10F2E** Job Related Accident or Illness (*Revised February 3, 2005*)

**10F2E1** 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.

**10F2E2** A maximum of sixty (60) working days of leave is available for the same accident or illness.

**10F2E3** The industrial accident or illness leave shall not be accumulated from year to year.

**10F2E4** Industrial accident or illness leave shall commence on the first (1st) day of absence.

**10F2E5** 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.

**10F2E6** During a paid industrial accident or illness leave of absence, the employee shall endorse to the District all Workers' Compensation benefit checks received for industrial accident or illness. The District, in turn, shall issue the employee's

appropriate salary warrants and shall deduct normal retirement and other authorized contributions.

**10F2E7** When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused industrial accident or illness leave due for the same illness or injury.

**10F2E8** 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.

**10F2E9** Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.

**10F2E10** Industrial accident or illness leave shall not be considered to be a break in service of the employee.

**10F2E11** The District shall provide employees with a physician pre-designation form during orientation.

**10F2F** Pregnancy Disability Leave (*Revised February 3, 2005*)

**10F2F1** Each female employee shall be entitled to a maximum of four (4) months Pregnancy Disability Leave (PDL) for the period of time she is disabled as a result of pregnancy, childbirth, or a related medical condition. 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 Board policy on the same basis provided for any other illness, injury, or disability.

**10F2F2** The period of disability, including the date upon which the leave shall begin, shall be determined by the employee and her physician.

**10F2F3** A written statement from the employee's physician as to the beginning date of such disability shall be filed with the Chancellor and, if applicable, through the College President. This

date shall be based on the employee's ability to render service in her current position.

**10F2F4** 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 as a result of her physical disability.

**10F2F5** Eligible employees may also be entitled to an additional unpaid leave up to twelve (12) workweeks under the California Family Rights Act (CFRA) [not to exceed seven (7) months combined PDL and CFRA] to care for her newborn.

**10F2F6** Upon return from leave, the employee shall be reinstated to the same position held at the time the leave was granted or to a similar position with the District.

**10F2G** Child Rearing Leave (*Revised February 3, 2005*)

**10F2G1** At the request of the employee, an unpaid child rearing leave shall be granted to a maximum of twelve (12) months upon approval of the College President, the Chancellor and the Board of Trustees.

**10F2G2** If mutually agreed by the employee and the College President, with approval of the Chancellor, an additional twelve (12) months for an overall total of twenty-four (24) months may be granted by the Board of Trustees.

**10F2G3** Upon return from a child rearing leave, the employee shall be reinstated to the same position held at the time the leave was granted to a similar position within the District.

**10F2H** Child Adoption Leave

**10F2H1** The child adoption leave shall be granted to the employees and shall be without pay. The College President or Chancellor shall be notified of such request in sufficient time to make proper substitute arrangements if needed.

**10F2H2** The child adoption leave may begin on the date the employee takes custody of the child or any time within one (1) week prior.

**10F2H3** The leave shall terminate sixty (60) days after the employee has taken custody of the child. The employee may request an extension to the sixty-day (60-day) limit in cases of unusual circumstances as verified in writing by a social worker, pediatrician, or other appropriate professional.

**10F2I** Family Care Leave *(Revised February 3, 2005)*

**10F2I1** 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.

**10F2I2** The total time provided in Family Care Leave shall run concurrently with the leave provided in Emergency Leave, Disability Pregnancy Leave, Child Rearing Leave and Child Adoption Leave.

**10F2I3** 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.

**10F2I4** 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.

**10F2I5** The following time constraints shall apply to Family Care Leave.

**10F2I5A** Except for special circumstances approved by the Board of Trustees, the leave must be taken in a consecutive time block rather than intermittent.

**10F2I6** The Family Care Leave does not constitute a break in service for seniority or longevity.

**10F2I7** During the time of leave, the District will continue to provide health and welfare benefits at the same contribution rate as an active employee. (*Revised August 5, 1999*)

**10F2I8** The District is entitled to recover the cost of health and welfare benefits if the employee does not return from leave.

**10F2I9** Sick leave and vacation shall be earned during any period of Family Care Leave when in a paid status.

**10F2J** Military Leave (*Revised February 3, 2005*)

**10F2J1** Military leaves shall be granted to employees in accordance with the applicable state and federal law. Additional leave beyond the specified legal minimum may be granted upon approval of the Governing Board for such employees in cases where it would be to the advantage of both the District and the employee to grant such a leave.

**10F2J2** Training periods for military reserve units should be scheduled during time school is not in session. If a training period cannot be so scheduled, permission must be obtained from the Board of Trustees after a letter from the military commander has been presented stating alternative training periods are not available.

**10F2K** Short-Term Leave

**10F2K1** Employees may be authorized to attend 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 benefit to the College instructional program.

**10F2K2** Permission to attend such functions 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 a decision.

**10F2K3** If the Chancellor approves the request, the use of a school car for transportation to conferences and/or reimbursement for other pertinent expenses may be granted.

**10F2K4** If an employee is authorized to attend a conference or related meeting, no salary deduction will be made.

**10F2K5** If an employee is requested to attend a conference by the Chancellor, President, or Board of Trustees, all pertinent expenses will be paid.

**10F2L** Long-Term Leave Without Pay (*Revised February 3, 2005*)

**10F2L1** Each applicant for 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. Any subsequent leaves following the first (1st) leave shall require four (4) additional years of service.

**10F2L2** 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 development and a benefit to the District. Such an educational program shall be developed cooperatively by the employee, the employee's supervisor, and the Chancellor.

**10F2L3** Applications for leave must be filed with the Chancellor at least sixty (60) days prior to the beginning of the leave period. The maximum length of the leave is one (1) year provided the employee on leave gives sixty (60) days notification of return and provided a satisfactory substitute is available. The leave shall be approved by the Chancellor and the Board of Trustees.

**10F2L4** Leave of absence may be granted for advanced collegiate training, travel, business or personal reasons, and rest and recuperation. A second consecutive year may be granted for good and sufficient cause for persons on leave for rest and recuperation.

**10F2M** Educational Leave (*Revised February 3, 2005*)

**10F2M1** Confidential/Management employees may apply for an educational leave for a maximum of two (2) months at full compensation, six (6) months at ninety percent (90%) compensation and if the leave exceeds six (6) months compensation will be sixty percent (60%).

**10F2M2** An educational leave may be granted to engage in collegiate study or academic research that improves the competence of the staff member in his/her professional assignment or in an area recommended by the Chancellor or the College President and Board of Trustees. (College leaves must also be approved by the Chancellor.) Courses to be taken or academic research to be pursued shall be filed with the leave request. Study shall approximate full-time. Transcripts of record for courses or a summary of the research completed shall be filed as part of the management leave report.

**10F2M3** Significant departures from original educational leave proposals must be filed in advance in writing with and approved by the Chancellor.

- 10F2M4** Immediately preceding the beginning of the leave period, each educational leave applicant must have served in a full-time capacity with the District not less than four (4) consecutive years for one to six (1-6) months of leave and not less than seven (7) consecutive years of service for seven to twelve (7-12) months of leave. Subsequent leaves following the first (1st) leave shall be based on four (4) or seven (7) additional years of service of full-time confidential/management duty.
- 10F2M5** A basic consideration in approving an educational leave will be the reassignment of the confidential/management employee's duties at minimal cost to the District.
- 10F2M6** Educational leaves shall be limited to no more than one (1) confidential or management employee from each campus and one (1) from the District Office at any given time. Exceptions to this may be made with the recommendation of the Chancellor or College President and, if applicable, approval of the Chancellor.
- 10F2M7** Failure to complete an approved educational leave proposal will result in an appropriate reduction in educational leave compensation.
- 10F2M8** The total compensation that an employee on educational leave receives from both the District and from non-district leave related employment during the period of the leave shall not exceed the amount of the 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, approved by the Board of Trustees.

**10F2M9** The arrangement for payment of compensation to an employee on leave is subject to governing board decision. It may be paid in the same manner as if the employee was working in the District provided, (a) the employee furnishes a suitable bond guaranteeing he/she will return to the District to render a period of service which is equal to twice the period of the leave, or (b) the employee agrees in writing to return to the service of the District and to render a period of service which is equal to twice the period of the leave following return from leave.

**10F2M10** Each applicant who has been granted leave shall file the appropriate written report with the Chancellor within ninety (90) days upon returning to active duty. The report shall include an appraisal of the professional value of the activities and the manner in which the knowledge and experience may be applied for the benefit of the College, and/or District.

**10F2M11** The governing board of the District shall be free from any liability for the payment of any compensation damages in case of death or injury of the employee while on leave.

## **10G** **Special Benefits**

### **10G1** **Health and Welfare Benefits**

**10G1A** The District's contribution for the health and welfare benefits shall be determined annually by the Board of Trustees.

**10G1A1** Those employees initially employed for twenty (20) or more hours per regular workweek or who are promoted to an assignment of twenty (20) or more hours per regular workweek after August 18, 1991, shall be entitled to a prorated benefit contribution from the District. The proration shall be based upon the employee's weekly number of work hours as they relate to forty (40) hours. Each employee who chooses to participate in the District health and welfare Insurance programs shall authorize the District to make the required

premium deductions from his/her monthly payroll warrant. Each employee shall make his/her election to participate during the first (1st) month of his/her employment. There will be no in-lieu benefits or compensation provided to any employee.

**10G1B** The Benefits Follow for Employees and Eligible Dependents  
(Revised February 3, 2005)

**10G1B1** A Blue Cross health plan administered by the Self-Insured Schools of California (SISC) which includes a Prudent Buyer Option 1C (as modified) Hospital and Professional Group Plan of California, as described in SISC III, Health Benefits, Plans and Premiums.

**10G1B2** A Delta Dental Incentive Plan or Delta DPO, administered by SISC or Pacific Union Dental Plan.

**10G1B3** For the employee only, the District will provide a twelve thousand dollar (\$12,000) term life insurance plan with an employee option of adding up to fifty thousand dollars (\$50,000) of additional coverage at his/her expense.

**10G1B4** An employee eligible for the health and welfare plan is enrolled in a District long-term disability plan after serving the District for three (3) years.

**10G1B5** Blue Cross, Behavioral Health plan administered by SISC, which covers mental, nervous and substance abuse and includes an employee assistance program.

**10G1B6** A Vision Service Plan B administered by SISC.

**10G1C** The following plans are available to the employee at his/her expense.

**10G1C1** American Family Life Assurance Company (AFLAC) Internal Revenue Code (IRC) Section 125 Flex Benefit Plan.

**10G1C2** Additional long-term disability insurance for employees whose annual salary exceeds thirty-six thousand dollars (\$36,000).

**10G1D** Tax-Deferred Annuity Plan

**10G1D1** Employees may participate in a tax-deferred annuity program.

**10G1E** No *in-lieu* payments or contributions to programs other than those, which the District provides, shall be made by the District for any employee who elects not to subscribe to the benefits provided by this Policy.

**10G1F** 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 (2) two successive months shall cause the right to continuous coverage to cease.

**10G1G** Eligible employees shall have their health and welfare benefits commence on the first (1st) day of the month following the first day of employment.

**10G1H** 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.

**10G2** Health and Dental Plans for Retirees

**10G2A** Employees Who Retired Under PERS or STRS Between January 3, 1974 and June 30, 1983

**10G2A1** Benefits to Age Sixty-five (65)

**10G2A1A** 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.

**10G2A1B** A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**10G2A2** Benefits at Age Sixty-five (65) and Beyond

**10G2A2A** 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.

**10G2A2B** A surviving eligible dependent(s) may continue the health plan at his/her expense.

**10G2B** Employees Who Retired Under PERS or STRS Between July 1, 1983 and June 30, 1988

**10G2B1** Benefits to Age Sixty-five (65)

**10G2B1A** 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's monthly contribution for the health and dental plans shall not exceed the contribution made for a current employee.

**10G2B1B** A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**10G2B2** Benefits at Age Sixty-five (65) and Beyond  
(Revised February 3, 2005)

**10G2B2A** 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's monthly contribution for the health plans shall not exceed the contribution made for a current employee.
- 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.

**10G2B2B** A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

**10G2C** Employees of the District Who Were Eligible to Retire as of June 30, 1988 But Will Retire at a Later Date (Revised February 3, 2005)

**10G2C1** Eligible to retire means the employee could have received a retirement benefit through PERS or STRS as of June 30, 1988, but chose not to retire.

**10G2C2** Benefits to Age Sixty-five (65) (Revised February 3, 2005)

**10G2C2A** 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's monthly contribution for the health and dental plans shall not exceed the contribution made for a current employee.

**10G2C2B** A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**10G2C3** Benefits at Age Sixty-five (65) and Beyond (Revised February 3, 2005)

**10G2C3A** 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's monthly contribution for the health plans shall not exceed the contribution made for a current 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.

**10G2C1B** A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

**10G2D** Employees of the District as of June 30, 1988 Who Are Not Eligible to Retire on June 30, 1988 (Revised February 3, 2005)

**10G2D1** Benefits to Age Sixty-five (65)

**10G2D1A** 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's monthly contribution for the health and dental plans shall not exceed the contribution made for a current employee.

**10G2D1B** A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**10G2D2** Benefits at Age Sixty-five (65) and Beyond  
(Revised February 3, 2005)

**10G2D2A** 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.

**10G2D2B** A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

**10G2E** Retiree Benefits for Employees of the District Hired on or After July 1, 1988 *(Revised February 3, 2005)*

**10G2E1** Benefits to Age Sixty-five (65)

**10G2E1A** The District will provide health and dental plans for the employee and spouse under the following conditions:

The employee must have worked for the District fifteen (15) years immediately preceding retirement.

- The District's monthly contribution shall not exceed the amount paid by the District on the employee's behalf during the employee's 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's contribution and the actual costs of the benefits. Failure to pay the retiree's contribution for two (2) consecutive months shall result in termination of coverage.

**10G2E1B** A surviving spouse of a retiree may continue the health and dental plans at his/her expense.

**10G2E2** Benefits at Age Sixty-five (65) and Beyond

**10G2E2A** 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.

**10G2F** Eligibility for benefits following retirement and unpaid leave of absence immediately preceding retirement specified in **Policies 10G2C2A, 10G2C3A, 10G2D1A, and 10G2E1A** shall be administered as follows:

**10G2F1** The years listed under these sections must be paid status, but not necessarily continuous paid status.

**10G2F2** 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:

- 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

**10G2F3** Paid leave counts as regular paid service.

**10G2G** Health Coverage at the Employee's (or Spouse's) Expense *(Revised February 3, 2005)*

**10G2G1** 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 provisions of state and federal laws and Medicare policies.

**10G2G2** When an employee, spouse or other eligible dependent is required to contribute to the health and/or dental plans, failure to make payments for two (2) consecutive months shall result in termination of coverage.

**10G2H** The health and dental plans shall be the same as that for active employees.

**10G2I** Classified employees retiring under STRS will have the same benefits as if they retired under PERS.

**10G2J** Certificated employees retiring under PERS will have the same benefits as if they retired under STRS.

**10G3**

Vacation and Holidays *(Revised February 3, 2005)*

**10G3A** Confidential and management employees adhere to the classified employees holiday schedules that is adopted by the Board of Trustees each year.

**10G3B** Management and confidential will earn two (2) days vacation per month.

**10G3B1** A maximum of forty-eight (48) days may be accumulated.

**10G3B2** Vacation must be scheduled at a time convenient to the employee and to the operation of the College or District.

**10G3B3** Management or confidential employees whose employment is terminated before earned vacation is taken in the current or preceding fiscal year will be granted terminal leave pay *in-lieu* thereof providing the employee has completed six (6) months of employment.

**10G3B4** If an administrator or confidential employee terminates and has been granted vacation not earned, the full amount of salary paid for unearned vacation shall be deducted from the terminal payment.

**10H** **Safety** *(Added February 3, 2005)*

**10H1** This District shall provide confidential/management employees with safe working conditions. In order to provide confidential/management employees with safe working conditions, the District will publish and give to each confidential/management employee an Injury and Illness Prevention Program document. The District will comply with applicable health, safety, and sanitation requirements of local, state, and federal governments where the District is aware of violations of any such requirements and when it is possible to do so.

**10H2** In the case of a determination of an unsafe condition/practice the District shall correct such unsafe condition/practice immediately or within thirty (30) days, if feasible.

**10H3** When an unsafe condition/practice exists presenting a clear and substantial hazard to the confidential/management employee's health, the District will provide an alternative work site.

**10H4** Confidential/management employees will comply with the responsibilities listed in the District Injury and Illness Prevention Program.

**10I** **Wellness Program** *(Added February 3, 2005)*

**10I1** Approval may be given for confidential/management employees to participate in the Shape-Up/Wellness Program (including gymnasium, weight room, aquatic center, and walking).

**10I2** The program allows for a maximum of one-half-hour (1/2-hour) for four (4) days per week release time to be given to confidential employees. The supervisor must approve the schedule. The District will waive the enrollment fee and the assessment fee, if applicable. In addition, this authorization waives the course repetition limits for employees enrolled in the program.

# Procedure

**Salary Administration Procedures**  
**Confidential/Management Personnel**

**I. Purpose**

The purpose for these salary administration procedures is to provide a consistent approach to frequently repeated employment transactions including hiring, promotions, salary increases, and demotions.

**II. Assignment to a Salary Grade**

- A. Each confidential and management position is described in writing by means of a completed position description. The position description helps show how the job is interrelated to other positions and how it fits into the overall District organization. It assists in determining key accountabilities, decision authority, and freedom to act. The job description is useful in recruiting and hiring new employees. It also is used for job evaluation, along with organizational charts and budgetary data, as the basis for establishing the salary grade for the position.
- B. The Kern Community College District Confidential/Management Study Committee will meet on an as-needed basis as requested by the Chancellor/designee or at least once per fiscal year to review the integrity of the entire list of positions. Each job shall be compared to definitions for know-how, problem-solving, and accountability on a consistent basis to rank the position and to assign it to a salary grade.
- C. A new position not currently assigned to a salary grade, or a position with a significant role change caused by reorganization, shall be temporarily factored by the Chancellor/designee and at least two (2) representatives from the Kern Community College District Confidential/Management Study Committee. A temporary salary grade will be assigned until the Confidential/Management Study Committee meets to review the analysis and finalize the position salary grade appointment.

### III. Movement Within a Salary Grade

#### A. Salary Range Definitions:

- (1) **Minimum:** The lowest salary paid to a position within the grade (Step 1).
- (2) **Job Rate:** The target competitive rate for a full performance individual (Step 5). *(Note: The Job Rate is applicable only to positions in Salary Grades 1 through 10.)*
- (3) **Maximum:** The highest salary, paid to a position within the grade (Step 7).

### IV. Hiring Salary

- A. A new employee shall be hired at the minimum of the salary grade, unless for competitive reasons this is deemed by the Chancellor or designee to be inappropriate.
- B. Over minimum salary grade hiring shall be based upon the applicant's relevant experience and a review of the current salaries of incumbents who are performing the same job.
- C. Over minimum salary grade hiring in Salary Grades 1 through 10 shall not exceed the Job Rate (Step 5).
- D. All salary offers must be preapproved by the Chancellor/designee.

### V. Salary Upon Transfer

- A. A **transfer** is a move within the District to a position at the same salary grade as the employee's existing position.
- B. When a transfer occurs, there shall be no salary adjustment at the time of transfer, except for regular step increases.

### VI. Salary Upon Placement in a Lower Salary Grade

- A. When an employee voluntarily elects to take a position in a lower salary grade (such as applying for a posted or advertised position), his/her salary will be reduced. The new salary will be at the same step in the lower grade as in the previous position.

VI. (Continued)

- B. When District action (such as reassignment of job duties, position re-evaluation, or reorganization) is the reason for the placement in a lower salary grade, the employee's salary may be reduced at the discretion of the Chancellor. If the current salary is not reduced and exceeds the maximum for the new salary grade, the employee's salary will not be adjusted until the maximum salary of the new grade exceeds the current salary. (Y-rated)

VII. Salary Upon Placement in a Higher Salary Grade

- A. Step placement in a higher salary grade is dependent upon the circumstances of the promotion.
- B. When an employee is assigned to a position in a higher salary grade through an *open, competitive application* process, the employee shall be placed at the nearest step in the higher salary grade which provides at least a five percent (5%) increase, not to exceed Step 7.
- C. When an employee's position is assigned to a higher salary grade because of *accretion of duties*, the employee shall be placed at the same step in the higher salary grade.
- D. When an employee is assigned to a position in a higher salary grade as a result of a *reorganization*, the employee shall be placed at the nearest step in the higher salary grade which provides at least a five percent (5%) increase, not to exceed Step 7.
- E. All promotional increases require the approval of the Chancellor or designee.

VIII. Temporary Assignments

- A. When a confidential/management employee is given a temporary assignment classified at a higher level for *one year [or more]* if it is determined to be a "business necessity" as defined in Title 5, Section 53001(c), the employee will be placed at the higher salary grade and nearest step assignment which provides at least a five percent (5%) increase, not to exceed Step 7.
- B. When a confidential/management position is temporarily filled from outside, the method of salary compensation will be on the basis of a salary grade and step assignment.

## IX. Position Titles

- A. The major consideration in determining an appropriate job title for a confidential or management staff member is to communicate, both within and outside the organization, the staff member's major job responsibilities.
- B. Job titles do **not** determine salary grades; responsibilities do.
- C. Educational administrative positions may have any of the following titles:
- Chancellor
  - President
  - Associate Chancellor
  - Vice President
  - Chief Officer
  - Dean
  - Associate Dean
  - Executive Director
  - Director
- D. Classified administrative positions may have any of the following titles:
- Associate Chancellor
  - Chief Financial Officer
  - Vice President
  - Executive Director
  - Director
  - Associate Director
  - Assistant Director
  - Controller
  - Internal Auditor
  - Manager
- E. Confidential positions may have any of the following titles:
- Assistant Director
  - Administrative Assistant
  - Assistant
  - Secretary
  - Technician

**X. Reporting Relationships**

- A. Any District Office position may report directly to the Chancellor.
- C. Any College position may report directly to the President.

Approved by the Chancellor's Cabinet, June 20, 1996  
Revised September 17, 2002  
Approved by Chancellor's Executive Council, May 18, 2003  
Revised October 19, 2004  
Revised June 20, 2006

- Program 1
- Program 2
- Program 3
- Program 4

Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301-4099

- Bakersfield College
- Cerro Coso College
- Porterville College
- Learning Services Center

## Confidential/Management Professional Development Program

Name	Date of Employment
------	--------------------

Title

**Declaration of Intent**

*I hereby apply for recognition to enter a program for Professional Development credit. I desire to further my knowledge and skills related to my present position.*

*My program will commence \_\_\_\_\_, 20\_\_\_\_.*

### Proposed Professional Development Program

Course/Seminar/Workshop/Title	Location/Institution	Units	Grade

- ORIGINAL PLAN     
  REVISED PLAN     
  PROGRAM COMPLETION

Employee's Signature	Date	Supervisor's Signature	Date
----------------------	------	------------------------	------

College President's/Chancellor's/Designee's Signature	Date
---	------

*Please submit copies of all transcripts and/or documentation of units completed. Units acquired prior to the filing of this declaration of intent will not be eligible for consideration.*

<b>APPROVED FOR PAYMENT</b>	<table style="width: 100%; border: none;"> <tr> <td style="border: none; padding: 5px;">Chancellor/Designee's Signature</td> <td style="border: none; padding: 5px;">Date</td> </tr> </table>	Chancellor/Designee's Signature	Date
Chancellor/Designee's Signature	Date		

1,000  
ACES  
6/01

## Confidential and Management Employees Evaluation Guidelines

It is the responsibility of the immediate supervisor to initiate the evaluation process by notifying the confidential/management employee by September 1 that he/she is scheduled for evaluation that year. A new employee should be informed upon employment that he/she will be evaluated annually for the first two (2) years and every two (2) years thereafter. (See **Policy 10E1** of this Manual for components of the evaluation report and **Appendix 10E2** of this Manual for the suggested timeline for the evaluation process.)

### Evaluation Process

- 1) The immediate supervisor will evaluate the confidential/management employee based on the following components:
  - Performance of responsibilities as defined in the job description
  - Success in completing objectives
  - Work behaviors (e.g., supervisory skills, time management, communication skills, decision-making, problem-solving, etc.)
  - Miscellaneous (e.g., special assignments, professional development, budget management, participation in community activities, etc.)
- 2) If the immediate supervisor evaluates a confidential/management employee's performance as "needs improvement or unsatisfactory," the employee may respond in writing, within ten (10) working days. (See **Policy 10E9 of this Manual for rights for reconsideration.**)

In cases of needs improvement, the immediate supervisor will counsel the confidential/management employee by developing a written plan for performance improvement goals and establish a timeline for occurrence of improvement. A copy of the plan shall be provided to the employee and attached to the evaluation report. Improvement will allow for retention of the employee in the position.

## **Evaluation Survey**

The confidential/management employee and immediate supervisor will agree to subjects for the customized section of the evaluation survey instrument, distribution list, and return summary process. (See **Procedure 10E2(b)** of this Manual for the evaluation survey instrument and **Appendix 10E2** of this Manual for the evaluation suggested timeline.)

- 1) The confidential/management employee's distribution list should include a representative sample of those who regularly interact with the evaluatee. (See **Policy 10E6** of this Manual regarding faculty input.)
- 2) The evaluation survey results will be used for planning professional improvement and clarifying expectations, not as a factor to determine the performance rating of the employee by the immediate supervisor. The results must be summarized and provided to the immediate supervisor to be included as an attachment to the evaluation report. The evaluation survey responses should be destroyed after information is summarized.

**Procedure 10E2(b)**

- Bakersfield College
- Cerro Coso College
- Porterville College
- District Office

Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301-4099

- Confidential
- Classified Administrator
- Educational Administrator

**Report of Confidential/Management Staff Evaluation**

Employee's Name	Date
-----------------	------

Job Title

<b>Section I. Evaluation Components (please attached):</b> <ul style="list-style-type: none"><li><input type="checkbox"/> Survey Responses Summary</li><li><input type="checkbox"/> Self Assessment, including Accomplishments and Goals</li><li><input type="checkbox"/> Job Description</li><li><input type="checkbox"/> Other</li></ul>	<b>Section II. Performance (see back for definitions)</b> <ul style="list-style-type: none"><li><input type="checkbox"/> Satisfactory</li><li><input type="checkbox"/> Needs Improvement</li><li><input type="checkbox"/> Unsatisfactory</li></ul>
--	--

**Section III. Written Evaluation**

*Employee: I certify that this report has been discussed with me and that I am aware it will be placed in my official personnel file. I understand my signature does not necessarily indicate agreement. I also understand that I have ten (10) working days to respond in writing to any material in this report and that my response will be attached to this report. (See Policy 10E9, Rights for Reconsideration.)*

Employee's Signature	Date
Supervising Administrator's Signature	Date
College President's/Designee's Signature	Date
Chancellor's/Designee's Signature	Date

**Comments (Chancellor or College President)**

## **Performance Definitions**

**Satisfactory**—The performance is identified as “satisfactory” if performance standards and expectations are met or exceeded during the evaluation period.

**Needs Improvement**—If the immediate supervisor identifies the evaluatee’s performance as “needs improvement” goals for improvement and an appropriate timeline shall be established for demonstrated improvement to occur. This timeline for improvement is not to exceed one (1) year. At the end of the designated timeline, a follow-up evaluation shall occur.

**Unsatisfactory**—If the immediate supervisor determines that the employee’s job performance is unsatisfactory, the Chancellor or College President will recommend termination. (See **Policy 10E9, Rights for Reconsideration.**)

- Bakersfield College
- Cerro Coso College
- Porterville College
- District Office

Kern Community College District  
2100 Chester Avenue  
Bakersfield, CA 93301-4099

- Confidential
- Classified Administrator
- Educational Administrator

## Confidential/Management Employee Evaluation Survey

Rate each criteria as follows: 5=Always; 4=Usually; 3=Sometimes; 2=Seldom; 1=Never; 0=N/A

Employee's Name	Date
-----------------	------

Position Title

### Section I

<b>Planning</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
Develops plans, goals, and objectives for area of responsibility; adjusts plans as necessary to meeting changing needs.	<input type="checkbox"/>					
Promotes innovation and/or change for improvement.	<input type="checkbox"/>					
<b>Organization</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
Arranges and structures activities to increase effective use of personnel, materials, and equipment of department to accomplish objectives.	<input type="checkbox"/>					
Prioritizes and delegates work appropriately; develops effective timelines and meets deadlines.	<input type="checkbox"/>					
<b>Decision-Making</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
Researches and analyzes issues thoroughly; solicits input from others key to issue.	<input type="checkbox"/>					
Exercises good judgement; formulates sound recommendations and conclusions.	<input type="checkbox"/>					
<b>Budget Management</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
Practices effective budget management.	<input type="checkbox"/>					
<b>Problem-Solving</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
Deals with problems in an effective manner; considers the impact on other individuals and departments.	<input type="checkbox"/>					
Utilizes a collaborative approach to problem-solving; demonstrates the ability to facilitate conflict resolution.	<input type="checkbox"/>					

Procedure 10E2(c) (continued)

Confidential/Management Evaluation Survey--Pagetwo

Section I (continued)

<b>Communication Skills</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
Listens and is open to others' views and constructive criticism; is accessible and approachable; responds in a timely manner to inquiries.	<input type="checkbox"/>					
Utilizes verbal and written skills which are accurate, direct, concise, and clear.	<input type="checkbox"/>					
Conducts meetings in a effective manner.	<input type="checkbox"/>					
<b>Supervisory Skills</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
Communicates expectations to staff; gives feedback on progress and accomplishments; completes performance evaluations on a timely basis.	<input type="checkbox"/>					
Supportive of staff; demonstrates the ability to positively motivate and provide an opportunity for training and staff development.	<input type="checkbox"/>					
<b>Interpersonal Skills</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
Maintains cooperative working relationships; fosters team-building skills; sensitive to others' needs; displays/earns mutual trust and respect of others; keeps professional confidences.	<input type="checkbox"/>					
Positively represents the District/College to others.	<input type="checkbox"/>					
<b>Personal Qualities</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
Maintains high standards which support quality work, creativity, motivation, initiative, punctuality, and good attendance.	<input type="checkbox"/>					
Addresses own professional development needs; participates in related professional associations.	<input type="checkbox"/>					
Demonstates qualities of integrity, honesty, and ethical practices.	<input type="checkbox"/>					
<b>Knowledge/Skills</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>0</b>
Demonstrates the knowledge and skills necessary to effectively manage the areas of responsibilities.	<input type="checkbox"/>					
Provides effective leadership.	<input type="checkbox"/>					

Areas of Strength

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Confidential/Management Evaluation Survey--Page three

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**Section I (continued)**

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**Areas Where Improvement is Needed**

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**Other Comments**

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**Section II**

(Optional). Additions to the survey as agreed upon between the confidential or management staff member and immediate supervisor.

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***This is a confidential survey. The identity of the evaluator will not be disclosed to the evaluatee.***

---

Evaluator's Signature

Date

**Procedure 10F1A**



2100 Chester Avenue  
Bakersfield, CA 93301-4099  
(861) 336-5100

- Bakersfield College
- Cerro Coso Community College
- District Office
- Porterville College

## Classified and Confidential and Management Employee Absence Report

I HEREBY CERTIFY THE FOLLOWING ABSENCE(S) (Employee must immediately complete this form upon return to duty.)				
Identification Number	Employee's Name <i>(Please Print)</i>			
Employee's Signature	Date	Department/Office		
C O D E	(V) Vacation	Date(s)	Code	Hours
	(J) Jury Duty or Witness			
	(S) Sick Leave			
	(P) Personal Necessity Leave*			
	(FN) Family Necessity**			
	(WC) Workers' Compensation			
	(B) Bereavement (State Relationship)			
	(U) Unpaid Floating Holiday***			
(F) Floating Holiday***				
(C) Compensatory (Accrued) Time				
(O) Other (Identify)				
Supervisor's Signature		Date	College President's/Designee's Signature	
			Date	
* Classified employee not wishing to state reason may have personal necessity cleared by discussing situation with Campus President/District Administrator or designee.		** Is this family necessity leave for one of the following? Child, Parent, or Spouse		
*** Floating Holiday for Classified Employees Only		<input type="checkbox"/> YES <input type="checkbox"/> NO		

11/2009 (2)  
DO/HR

Original to: KCCD Human Resource/Payroll Office

Copies to: College Human Resources and Employee



Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93301-4099

- Bakersfield College
- Cerro Coso College
- District Office
- Porterville College

## Confidential/Management Catastrophic Illness Donation Request (Board Policy 10F2A4)

### Step One

Employee's Name (person making the request)	Date
---	------

*I hereby declare that I am a permanent confidential or management employee and request donations of sick leave to assist me through this catastrophic period. Attached is a note from my licensed physician verifying my need to be off work as a result of injury or illness.*

*I understand that all available leaves will be utilized prior to the use of donated leave and the use of catastrophic donations does not qualify me for additional disability benefits. Donated hours will be calculated at the rate of the donor's salary. Donated hours not used will be restored to the donor(s).*

Signature of Requesting Employee	Date
----------------------------------	------

### Step Two

<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Explanation, if denied:
Signature of Associate Chancellor, Human Resources	Date

**Catastrophic Application Instructions**

The employee requesting catastrophic leave donations must:

1. Complete this form
2. Attach the licensed physician's verification
3. Submit form to District Human Resources



Kern Community College District  
 2100 Chester Avenue  
 Bakersfield, CA 93301-4099

- Bakersfield College
- Cerro Coso College
- District Office
- Porterville College

## Confidential/Management Consent to Donate Sick Leave for Catastrophic Illness (Board Policy 10F2A4)

### Step One

Employee's Name (person making the request)	Date
---	------

*I hereby declare that I am a permanent confidential or management employee and authorize the donation of \_\_\_\_\_ hours of my sick leave [maximum three hundred twenty (320) hours or forty (40) days] to \_\_\_\_\_ (employee's name). I understand this sick leave deduction cannot reduce my accrued sick leave balance to less than three hundred twenty (320) hours or forty (40) days. Donated hours not used will be restored to the donor(s).*

Exception: An employee pending resignation/termination may donate up to six (6) days of accrued, unused sick leave.

Signature of Donating Employee	Date
--------------------------------	------

### Step Two—District Office Verification

Sick Leave Balance as of date of request: \_\_\_\_\_ (hours)

After this deduction, the employee's sick leave balance equals or exceeds the three hundred twenty (320) hours or forty (40) days.     Yes     No

District Human Resources' Verification Signature	Date
--	------

### Step Three

<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Explanation, if denied:
--	-------------------------

Signature of Associate Chancellor, Human Resources	Date
--	------

Kern Community College District  
Human Resources Operational Guideline

**Counting One Hundred (100) Working Days at Differential Pay**

**Rules:**

1. Only working days, not calendar days, count towards the one hundred (100) working days.
2. Each day, no matter how many hours are worked, equals one (1) day.
3. Holidays do not count toward the one hundred (100) working days.
4. Vacation and Sick Leave do not accrue during the one hundred (100) working days.
5. Employees receive the same health benefits during the one hundred (100) working days.
6. This one hundred (100) working 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) working 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) working 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.

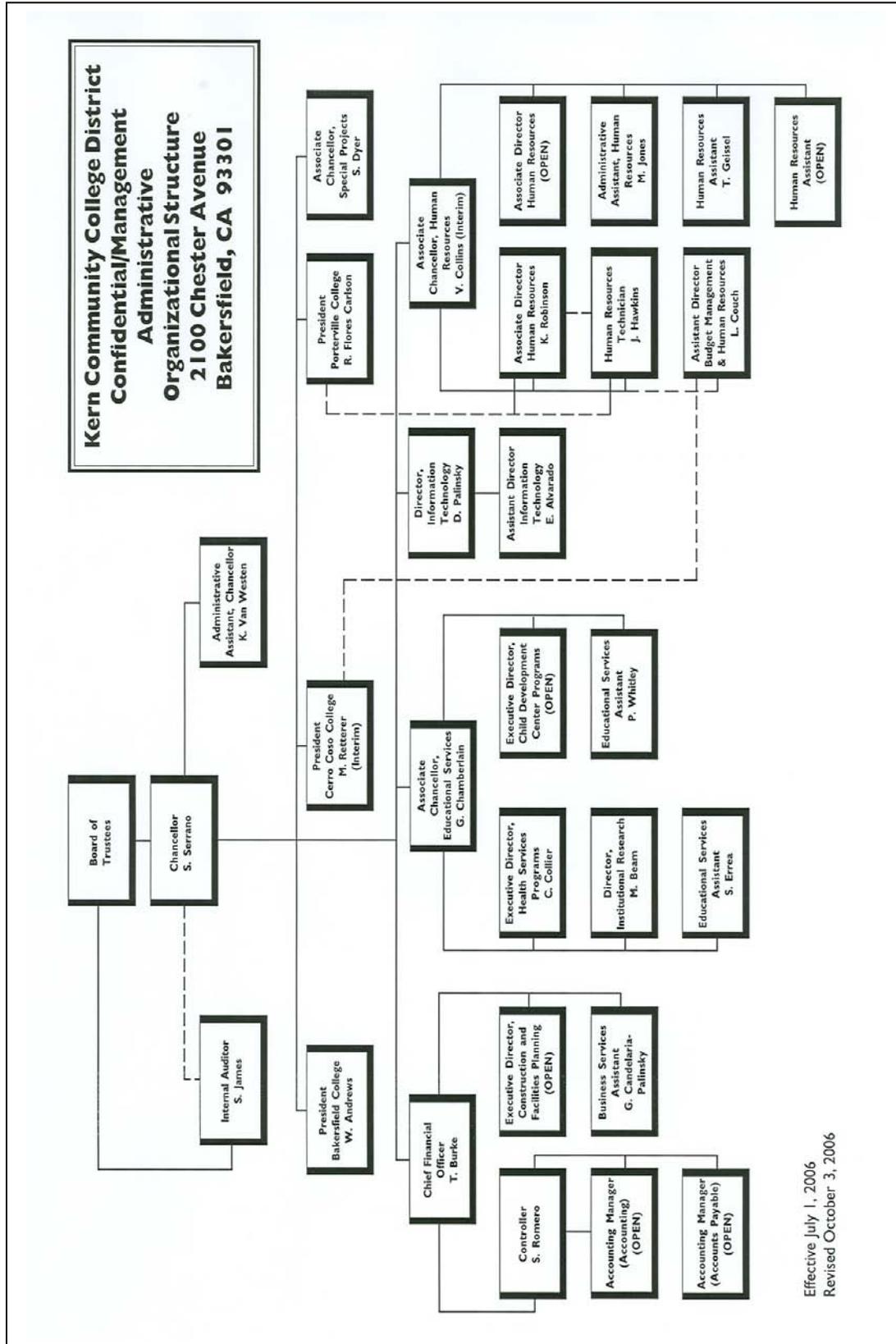
**Procedure 10F2A5 (continued)**

10. When one hundred (100) working 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) working days at one-half (1/2) pay.

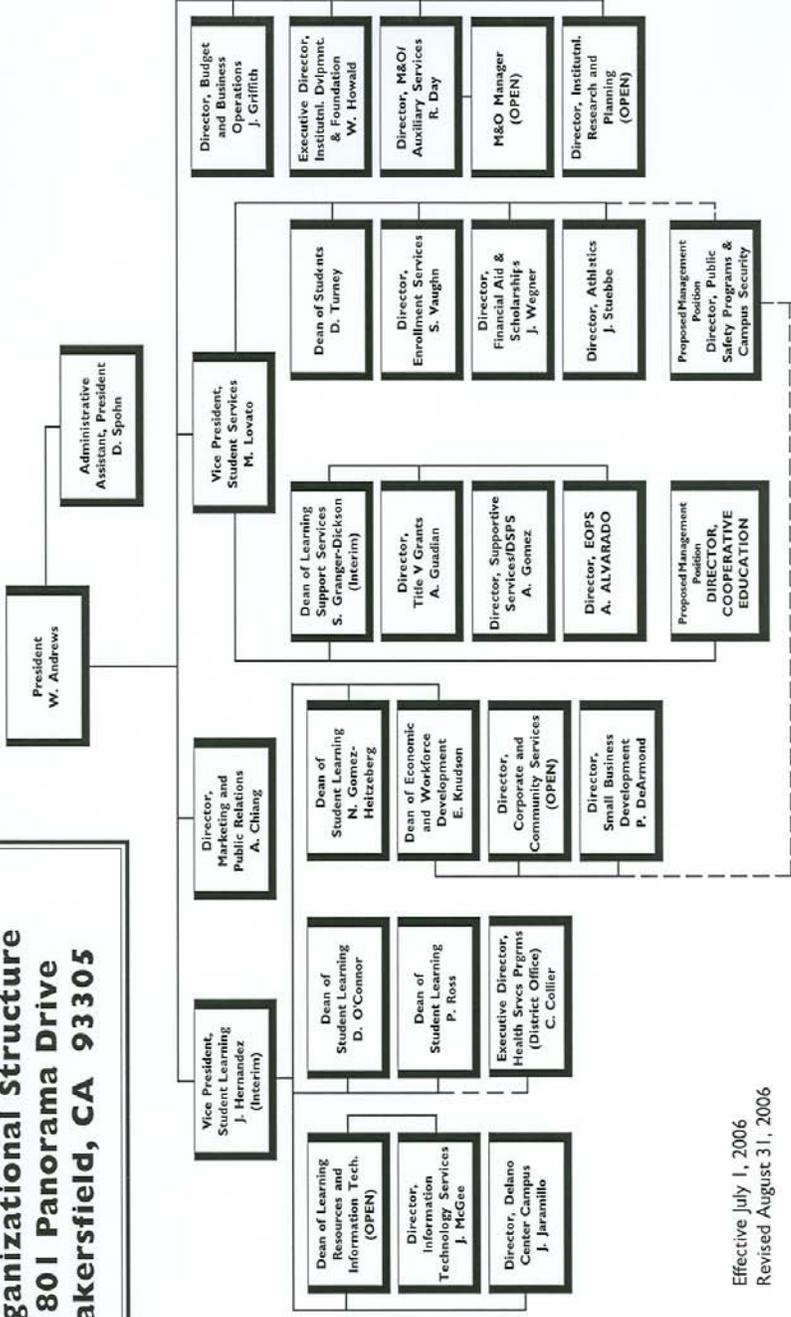
Approved by Chancellor's Executive Council  
September 17, 2002

Approved by Chancellor's Executive Council  
October 10, 2004

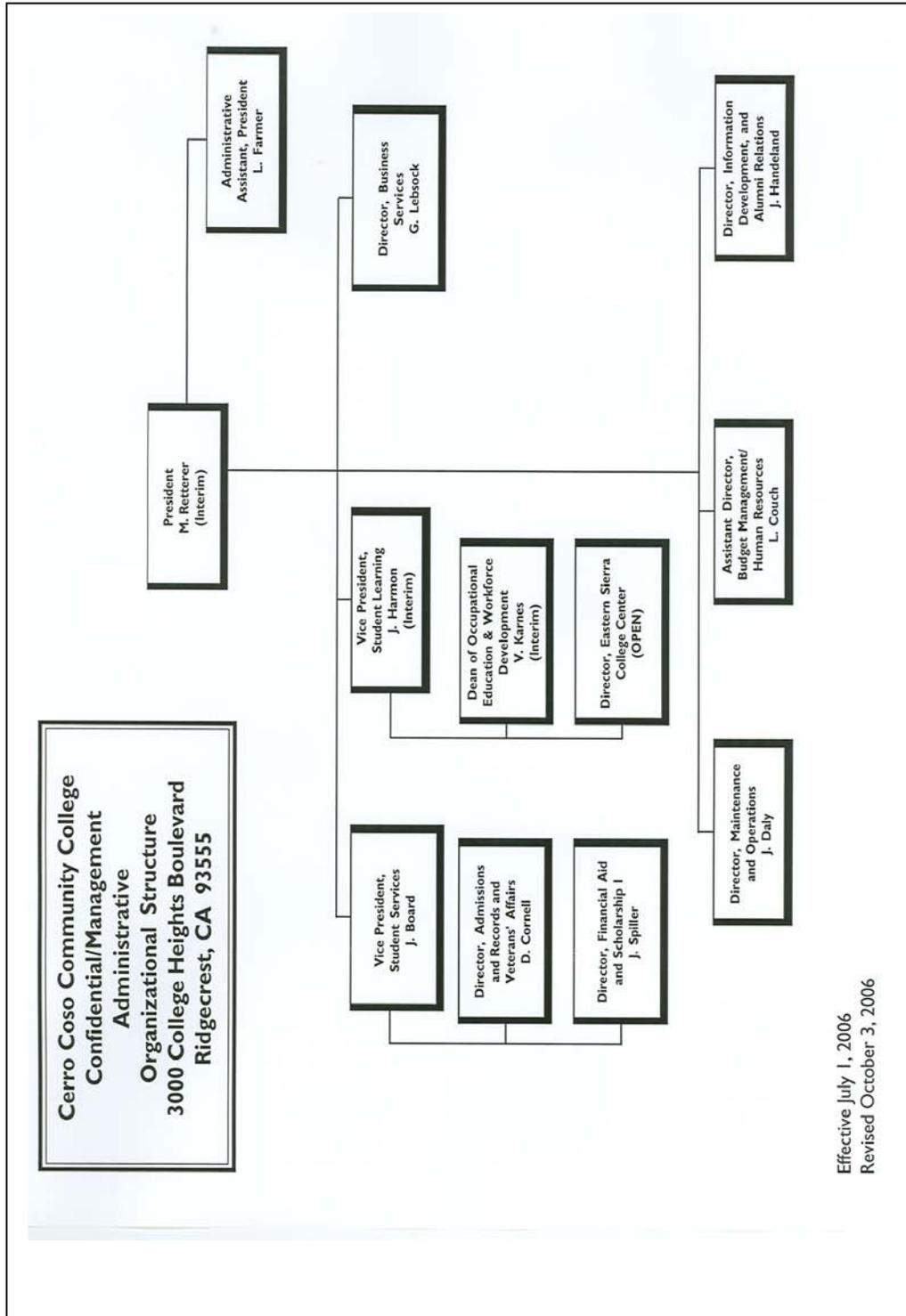


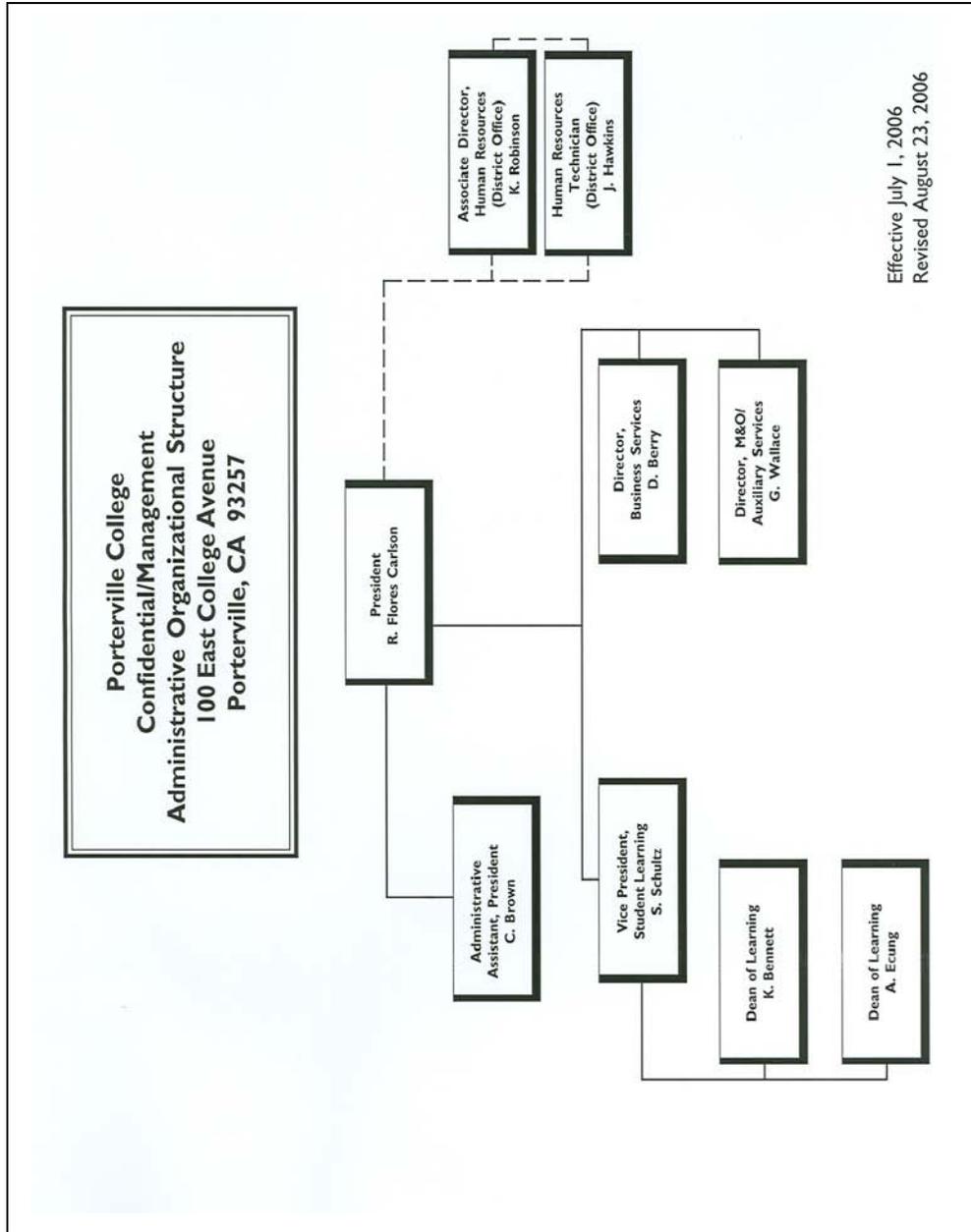


**Bakersfield College  
Confidential/Management  
Administrative  
Organizational Structure  
180 I Panorama Drive  
Bakersfield, CA 93305**



Effective July 1, 2006  
Revised August 31, 2006





Kern Community College District  
**Confidential and Management Employees Positions**  
**2008-09**

<b>District Office</b>		<b>Grade</b>
Chancellor*	Ms. Sandra Serrano	N/A
Chief Financial Officer**	Mr. Thomas Burke	M
Vice Chancellor, Educational Services* (Interim)	Dr. Doris P. Givens	M
Vice Chancellor, Human Resources**	Mr. Abe Ali	M
Vice Chancellor, Operations Management**	Mr. Sean James	M
Associate Chancellor, Child Development Center Programs/ Bakersfield College Dean of Instruction*	Mrs. Nan Gomez-Heitzeberg	K
Associate Chancellor, Economic and Workforce Development*	Mr. John Means	K
Associate Chancellor, Health Services Programs/ Bakersfield College Director Nursing*	Ms. Cindy Collier	K
Director, Information Technology**	Mr. David Palinsky	K
Director, Accounting Services**	Ms. Deborah Rapp	J
Director, Human Resources (A)**	Ms. Bettina Miller	J
Director, Human Resources (B)**	Mr. Thomas Alvarez	J
Director, Institutional Research **	Mr. Marc Beam	J
Assistant Director, Information Technology**	Mr. Eddie Alvarado	I
Director, Construction**	Mr. Gary W. Reed	I
Director, Communications and Government Relations**	Open	I
Employment, Training, and Development Manager	Open	I
Risk and Benefits Manager	Open	I
College Human Resources Manager (Cerro Coso College site)	Mr. Clint Dougherty	H
College Human Resources Manager (Bakersfield College site)	Ms. Marissa Gonzales	H
College Human Resources Manager (Porterville College site)	Ms. Angelia Roberson	H
Director, Grants/Resource Development**	Mrs. Bonita Steele	H
Director, Small Business Development**	Mr. Robert Hawkes (Interim)	H
Accounting Manager (Cerro Coso College site)	Ms. Lisa Couch	G
Accounting Manager (Porterville College site)	Ms. Sonia Huckabay	G
Accounting Manager (Bakersfield College site)	Open	G
Accounting Manager (Accounting and Accounts Payable)	Mr. Stephen Kegley	G
Accounting Manager (Accounting and Accounts Payable)	Ms. Christine Morales	G
Construction Project Manager	Mr. Joseph DeRosa	G
Construction Project Manager	Open	G

<b>District Office (continued)</b>		<b>Grade</b>
Human Resources Information Systems Analyst	Open	G
Director, Workplace Learning Resource Center** (contingent on funding)	Mr. David Teasdale (Interim)	G
Payroll Manager	Ms. Kay Stitt	G
Video Operations Manager	Ms. Kristin Rabe	G
Executive Assistant, Chancellor's Office	Ms. Kellie Van Westen	F
Building Facility Manager	Mr. Jim Coggins	F
Help Desk Services Supervisor	Open	F
Human Resources Specialist (Faculty/Confidential and Management)***	Mrs. Dena Rhoades	E
Human Resources Specialist (Classified)***	Mrs. Maria Farkus	E
Administrative Secretary, Chancellor's Office***	Mrs. Karen Sallee	D
Administrative Assistant, Human Resources***	Mrs. Anne VanDerHorst	C
Business Services Assistant***	Mrs. Gloria Candelaria-Palinsky	C
Educational Services Assistant***	Mrs. Sally Errea	C
<b>Bakersfield College</b>		<b>Grade</b>
President*	Dr. Greg Chamberlain	N/A
Vice President, Academic Affairs*	Mr. Edward Knudson	L
Vice President, Student Services*	Dr. Mildred Lovato	L
Dean of Career and Technical Education*	Dr. Hamid Eydgahi	J
Dean of Instruction (Athletics)*	Mr. Jan Stuebbe	J
Dean of Instruction (English)*	Ms. Patricia Ross	J
Dean of Instruction (Math)*	Dr. J. Dan O'Connor	J
Dean of Learning Resources and Information Technology*	Dr. Bonnie Suderman	J
Dean of Learning Support Services*	Dr. Sharon Adams	J
Dean of Students*	Ms. Angela Guadian-Mendez (Interim)	J
Director, Institutional Research & Planning**	Dr. Ann Morgan	J
Executive Director, Administrative Services**	Mr. LaMont Schiers	J
Director, Delano Center Campus*	Mr. Richard McCrow	I
Director, Enrollment Services**	Mrs. Suzanne Vaughn	I
Director, Financial Aid and Scholarships II**	Ms. Joan Wegner	I
Director, Foundation and Institutional Development**	Mr. Michael Stepanovich	I
Director, Nursing*	Open	I
Director, Public Safety Training/Campus Security**	Open	I
Director, Title V Grants*	Open	I
Child Development Center Program Manager	Ms. Sharon Summerford	H
Dir., Extended Opportunity Programs & Services (EOP&S)*	Ms. Primavera Arvizu	H
Director, Information Technology Services**	Mr. James McGee	H (N/A)

<b>Bakersfield College (continued)</b>		<b>Grade</b>
Director, Supportive Services/DSPS*	Ms. Angelica Gomez	H
Bookstore Manager	Ms. Jennifer Caughron	G
Maintenance and Operations Manager	Mr. Keith Keevil	G
Assistant Director, Extended Programs & Services (EOP&S)** (contingent on funding)	Ms. Vanessa Hernandez	G
Child Development Center Site Supervisor	Ms. Lenora Daniels	F
Child Development Center Site Supervisor	Ms. Lavonna Roberts	F
Child Development Center Site Supervisor	Ms. Diane Sousa	F
Director, Marketing and Public Relations**	Mrs. Amber Chiang	F
Food Services Manager	Mr. Alex Gomez	F
Maintenance and Operations Supervisor	Mr. Tim Carroll	F
Donor Relations Coordinator	Ms. Hannah Egland	E
Administrative Assistant, President**	Ms. Debborah Spohn	D
<b>Cerro Coso College</b>		<b>Grade</b>
President*	Dr. Mary Retterer	N/A
Vice President, Academic Affairs*	Dr. James Fay	K
Vice President, Student Services*	Mrs. A. Jill Board	K
Dean of Career Technical Education*	Ms. Valerie Karnes	J
Director, Administrative Services**	Ms. M. Gale Lebsock	I (N/A)
Director, Eastern Sierra College Center*	Ms. Deanna Ing-Campbell	I
Director, Information Technology, Distance Education, and Learning Support Services*	Mr. Dylan Mattina	I
Child Development Center Programs Manager	Ms. Jennifer San Nicolas	H
Director, Admissions and Records and Veteran's Affairs**	Mr. David Cornell	H
Director, Information, Development, and Alumni Relations**	Mrs. Joann Handeland	H
Director, Financial Aid and Scholarships I**	Ms. Joann Spiller	H
Bookstore Manager	Open	G
Maintenance and Operations Manager	Mr. John Daly	G
Child Development Center Site Supervisor	Ms. Caroline Broughan (Interim)	F
Child Development Center Site Supervisor	Ms. Julie Keller-Mendoza (Interim)	F
Administrative Assistant, President**	Ms. Louise Farmer	D
<b>Porterville College</b>		<b>Grade</b>
President*	Dr. Rosa Flores Carlson	N/A
Vice President, Student Services*	Mr. Steven Schultz	L
Vice President, Academic Affairs*	Ms. Ann Beheler (effective February 6, 2009)	K

<b>Porterville College (continued)</b>		<b>Grade</b>
Dean of Instruction*	Dr. Antonia Ecung	J
Dean of Career and Technical Education*	Mr. Bill Henry	J
Director, Administrative Services**	Ms. Donna Berry	I
Bookstore Manager	Open	G
Maintenance and Operations Manager	Mr. Jose Rojas	G
Child Development Center Programs Manager	Ms. Karen Ball	H
Director, Student Programs and Athletics**	Mr. Eric Mendoza	H
Manager, Information Technology (Interim)	Mr. Christopher Craig (effective February 9, 2009)	G
Food Services Manager	Open	F
Administrative Assistant, President**	Ms. Carol Brown	D

\*Educational Administrator Position

\*\*Classified Administrator Position

Managerial/Supervisory Position

\*\*\*Confidential Position

Revised March 09, 2009

**Appendix 10C1**

**Kern Community College District  
Confidential and Management Employees  
Salary Grade Structure**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
M	\$ 122,733.43	\$ 129,193.09	\$ 135,992.72	\$ 143,150.23	\$ 150,684.46	\$ 158,615.21	\$ 166,963.38	\$ 175,311.55
L	\$ 108,971.43	\$ 114,706.77	\$ 120,743.97	\$ 127,098.92	\$ 133,788.33	\$ 140,829.82	\$ 148,241.91	\$ 155,654.01
K	\$ 96,447.48	\$ 101,523.66	\$ 106,867.01	\$ 112,491.60	\$ 118,412.21	\$ 124,644.43	\$ 131,204.66	\$ 137,764.89
J	\$ 87,730.57	\$ 92,347.97	\$ 97,208.39	\$ 102,324.63	\$ 107,710.13	\$ 113,379.08	\$ 119,346.41	\$ 125,313.72
I	\$ 75,276.66	\$ 79,238.60	\$ 83,409.04	\$ 87,799.00	\$ 92,420.00	\$ 97,284.20	\$ 102,404.43	\$ 107,524.65
H	\$ 67,933.47	\$ 71,508.92	\$ 75,272.54	\$ 79,234.25	\$ 83,404.48	\$ 87,794.18	\$ 92,414.94	\$ 97,035.68
G	\$ 64,809.39	\$ 68,220.41	\$ 71,810.96	\$ 75,590.48	\$ 79,568.93	\$ 83,756.76	\$ 88,165.02	\$ 92,573.26
F	\$ 60,392.42	\$ 63,570.96	\$ 66,916.79	\$ 70,438.73	\$ 74,146.03	\$ 78,048.46	\$ 82,156.28	\$ 86,264.09
E	\$ 56,094.82	\$ 59,047.18	\$ 62,154.92	\$ 65,426.24	\$ 68,869.73	\$ 72,494.45	\$ 76,309.94	\$ 80,125.44
D	\$ 51,956.98	\$ 54,691.56	\$ 57,570.06	\$ 60,600.07	\$ 63,789.55	\$ 67,146.89	\$ 70,680.93	\$ 74,214.99
C	\$ 48,502.05	\$ 51,054.78	\$ 53,741.88	\$ 56,570.40	\$ 59,547.79	\$ 62,681.89	\$ 65,980.93	\$ 69,279.98
B	\$ 45,495.80	\$ 47,890.32	\$ 50,410.86	\$ 53,064.06	\$ 55,856.91	\$ 58,796.75	\$ 61,891.32	\$ 64,985.88
A	\$ 42,938.26	\$ 45,198.16	\$ 47,577.01	\$ 50,081.06	\$ 52,716.92	\$ 55,491.49	\$ 58,412.09	\$ 61,332.69

Approved by the Board of Trustees on February 7, 2008

**SUGGESTED TIMELINE FOR  
CONFIDENTIAL AND MANAGEMENT  
EVALUATION PROCESS**

**By September 1**

The immediate supervisor shall notify the confidential/management employee that he/she is scheduled for an evaluation that year.

The immediate supervisor shall initiate a meeting (or meetings) with the confidential/management employee to be evaluated to discuss and implement the evaluation process. (Faculty input shall be included for those confidential/management employees whose assignment involves regular interaction with faculty.)

**By December 31**

Survey results are to be tallied and summarized by the immediate supervisor.

The confidential/management employee shall complete and forward to his/her immediate supervisor the following evaluation components:

- Job Description--(updated for the next evaluation period)
- Written Self-Assessment--(which shall include: (a) accomplishments for the current year and (b) goals for the current evaluation period)
- Other Items--(as previously agreed upon by the employee and the immediate supervisor)

**By January 30**

The immediate supervisor shall complete a written evaluation of the management team employee and the Report of Confidential and Management Employees Evaluation form. The immediate supervisor shall meet with the staff member to: (a) discuss the evaluation report, (b) obtain the staff member's signature, and (c) provide a copy of the full report to the staff member.

**By February 15**

The immediate supervisor shall forward the following evaluation components to the Chancellor or College President:

- Report of Confidential and Management Employee Evaluation for the Employee
- Summary of Evaluation Survey Responses
- Employee's Written Self-Assessment--which shall include: (a) accomplishments for the current evaluation period and (b) goals for the coming year
- Other Items--as previously agreed upon by the employee and the immediate supervisor

**By March 1**

If applicable, the College President shall review and sign the staff member's evaluation report and shall forward the following evaluation components to the District Chancellor:

- Report of Confidential and Management Employee Evaluation for the Employee
- Summary of Evaluation Survey Responses
- Employee's Written Self-Assessment--which shall include: (a) accomplishments for the current year and (b) goals for the coming year
- Other Items--as previously agreed upon by the employee and the immediate supervisor

Approved by  
Chancellor's Executive Council  
January 30, 2008

# **Section Eleven**

## **General Personnel Administration**

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**Section Eleven—General Personnel Administration  
Governance Processes Relative to the  
District Board Policy Manual  
and Collegial Consultation  
With Academic Senates**

**Employ the Process of Mutual Agreement**

**Policies:** None

**Procedures:** None

**Appendices:** None

**Rely Primarily Upon the Advice and Judgment**

**Policies:** None

**Procedures:** None

**Appendices:** None

# Policy

## SECTION ELEVEN

### GENERAL PERSONNEL ADMINISTRATION

#### **11A Compensation Philosophy Statement (Added July 13, 2006)**

**11A1 Umbrella Statement**--Compensation programs will be designed and administered to support the District in its mission to provide outstanding educational programs and services that are responsive to the educational needs of diverse students and communities. The foundation of all compensation programs will be a commitment to attract, retain, and reward the quality and quantity of employees needed to meet the District's mission. The compensation programs will be based upon principles of fairness, equity, accountability, and established standards of responsibilities and job performance. The compensation programs will be administered with sound fiscal discipline.

#### **11A2 Component Statements**

**11A2A** The Board will be accountable for the establishment of the compensation philosophy and for its periodic review to ensure that there is continued alignment between the District's mission, goals, human resources objectives, and compensation philosophy. Implementation of compensation programs within the philosophy is a delegated authority of the Chancellor.

**11A2B** The compensation program will be based on consistent principles of equity throughout the District. This will allow for multiple pay plans to reflect both the teaching and non-teaching business of the District.

**11A2C** Establishing the value of compensation for faculty will reflect both the qualifications and experience of the incumbent, as well as the teaching role. Establishing the value of compensation for classified staff and management team employees will reflect both the internal value of a position and the value placed on that role in the appropriate market. The internal value will be measured through the sound and consistent application of a proven method of job classification evaluation.

**11A2D** The primary pay delivery mechanisms for faculty will be based on the educational qualifications of the incumbent and

the years of service with the District. This does not preclude the District from establishing other bases for pay delivery. While recognizing that service and tenure yields valued experience, the primary pay delivery mechanisms for classified staff and management team employees will be based on pay for differences in job content (knowledge, accountability, and complexity/problem-solving); satisfactory performance; demonstration of behavioral competencies.

**11A2E** All aspects of compensation (base salary, benefits and if applicable, lump sum payments and allowances) will be considered as a total compensation package for District employees.

**11A2F** Total compensation, as defined above, will be targeted at a competitive level when compared to the appropriate labor markets. For faculty, this will include other educational institutions in defined geographic locations and of similar size. For classified staff and management team employees, this will include other educational institutions in defined geographic locations and similar size, as well as other public sector employers and private sector employers in defined geographic locations. Compensation will be targeted at such a level as to allow the District to attract and retain the quality and quantity of employees it needs to meet or exceed its goals and objectives.

**11A2G** While recognizing the role of Bargaining Units, the District is committed to ensuring that its salary structures are up-to-date through market surveys. There will be a planned approach to ensure that internal equity is maintained.

**11A2H** Compensation will be affordable within the overall fiscal accountability of the Board and in the best interests of the District as an employer and provider of services.

## **11B** **Personnel Transactions (Added April 1, 2004)**

**11B1** The Chancellor shall nominate or recommend employees, and the Board shall employ from those who have been nominated or recommended by the Chancellor. It shall be the responsibility of the Chancellor to employ and retain well-qualified, competent staff members. The Chancellor may authorize interim employment and payment prior to Board action to accommodate payroll processing; however, Board action is required to ratify employment at the next regularly scheduled Board meeting.

**11B2** The suspension or dismissal of an employee of the District shall be made by the Board on the Chancellor's recommendation. The

Chancellor may suspend an employee at any time until the next meeting of the Board under provisions of the law.

**11B3** The Chancellor is authorized by the Board of Trustees to accept the resignation of any employee. The Chancellor may delegate this responsibility by written designation to District Officers or College Presidents.

**11B4** Designation of Emeritus Status (Added July 8, 2010)

In recognition of years of valued service and contributions to the Kern Community College District, the Board of Trustees has established the title of "Emeritus" to be granted to those who meet the standards as set forth in this Board policy. The objective of this policy is to honor past services and encourage and maximize the inclusion of Emeriti in District and College activities after retirement.

**11B4A** The Board shall have the sole responsibility for officially honoring and recognizing District Faculty and Educational Administrator retirees by granting the designation of Emeritus. The Emeritus designation shall have no contractual obligations, nor shall there be any compensation connected with the title.

**11B4B** District Human Resources shall have the responsibility of verifying eligibility for Emeritus designation and notifying the College President.

**11B4C** For consideration of Emeritus designation, the faculty or educational administrator must have served the District for at least twenty (20) years in full-time status; and shall be retiring or resigning without cause by the end of the academic year in which the Emeritus designation is granted; or must have previously retired from the Kern Community College District.

Emeritus designation may be bestowed on the following groups of Kern Community College District employees:

Faculty – upon retirement or resignation after twenty (20) years of full-time service

Educational Administrator – includes presidents and other educational administrators; upon retirement or resignation after twenty (20) years of full-time service.

**11B4D** Official recognition of Emeritus status shall be given during an appropriate meeting or ceremony of the Board of Trustees close to the time of the qualifying retirement or resignation.

No public announcement regarding an employee's Emeritus status shall be made prior to designation by the Board of Trustees.

- 11B4E** Official recognition of Emeritus status shall provide certain privileges, benefits, and courtesies as defined in **Procedure 11B4** of this Manual.
- 11B4F** District Human Resources shall maintain a file with contact information of all District employees for whom the status of Emeritus has been granted by the Board of Trustees.
- 11B4G** The title of Emeritus may be granted under exceptional circumstances to full-time faculty or administrators who have served fewer than twenty (20) years at the institution and are concluding, or have concluded, a career that demonstrates exceptionally dedicated, honorable and distinguished service to the institution, as determined by the Board of Trustees. Consideration may be initiated by the instructional or service area, or by the College President.
- 11B4H** The Emeritus designation shall be acted upon individually in each case upon recommendation of the College President. Consideration may be initiated by the instructional or service area, or by the College President. The College President shall make recommendations to the District Chancellor for consideration, and the Chancellor shall make a recommendation to the Board of Trustees for action with respect to Emeritus designation.

**11C** **Student Employment** *(Revised June 29, 2011)*

- 11C1** For the purposes of this policy a student worker must be a student in good standing and currently enrolled in six (6) units or more.
- 11C2** Student work should be integrated as part of an academic program or curriculum requirement.
- 11C3** Student workers are not part of the classified service and are not covered by the collective bargaining agreement between the District and its classified employees.
- 11C4** Student workers shall not supplant or replace classified employees. (The Kern Community College District will comply with Education Codes 69950 – 69967 in terms of student employment.)
- 11C5** A student worker assignment may not exceed 19 hours per week, except during instructional recess as designated in the

Academic Calendar. The student worker shall be compensated at an hourly rate based on the State and Federal minimum wage laws, whichever is the higher rate.

**11C6** Student workers are not eligible for District-paid benefits, except for workers' compensation.

**11D** **Equal Employment Opportunity and Unlawful Discrimination (Revised December 17, 2009)**

**11D1** **Equal Employment Opportunity in the Employment of Personnel**

It shall be the policy of the Kern Community College District that equal opportunity to seek, obtain, hold, and advance in employment in the District shall be afforded to all who qualify without discrimination because of race, color, ethnic group identification, ancestry, religion, national origin, sex (gender), sexual orientation, age, and/or physical or mental disability. Appropriate qualifications for the performance of specific duties are the basic criteria for the employment and promotion of personnel. Additional efforts will be made to recruit, develop, and to promote qualified members of groups that are underrepresented in the District workforce, even if that underrepresentation cannot be traced to particular discriminatory actions on the part of the District.

**11D1A** The District will continuously review its policies, procedures, practices, pool and workforce statistics, and any other factor that might contribute to workforce imbalance or adversely impact employment opportunities of members of protected groups.

**11D1A1** The District will annually review the Equal Employment Opportunity Plan and revise as appropriate to address any problems with regard to recruiting a diverse workforce on the schedule provided by the State Chancellor's Office.

**11D1A2** Information regarding Equal Employment Opportunity will be made available annually to the staff and community.

**11D1A3** The District's Human Resources Department will continue to assure reasonable accommodation for applicants and employees with disabilities upon request.

**11D1A4** Pre-employment physicals or drug testing shall be conducted only following an offer of employment. This offer of employment is conditioned on the employee either passing these tests, or providing proof of disability [as defined in the Americans with

Disabilities Act (ADA)]. The District will provide reasonable accommodation upon request to applicants and employees in accordance with Federal Americans with Disabilities Act (ADA).

**11D1A5** Whenever possible the names, titles, office locations, and office telephone numbers of individuals serving as liaisons of Equal Employment Opportunity programs, Equal Employment Opportunity officers, receivers of unlawful discrimination complaints, responsible personnel, ADA coordinators, and others responsible for Equal Employment Opportunity functions shall be identified and made public to employees and students.

**11D1B** The Board of Trustees recognizes and accepts its responsibilities under the California Education Code and the California Code of Regulations (Title 5) to:

**11D1B1** Assume overall responsibility for the success of the District's effort to achieve Equal Employment Opportunity.

**11D1B2** Approve the District and College Staff Availability Data as well as any revisions; and assure that these are submitted to appropriate agencies in a timely fashion.

**11D1B3** Assure that in all employment procedures for all positions there is no unlawful discrimination.

**11D1B4** Provide a supportive environment free of cultural bias for all staff and students.

**11D1C** An Equal Employment Opportunity Advisory Committee shall be established to advise the District on personnel matters relating to equal employment opportunities.

**11D1C1** The Equal Employment Opportunity Advisory Committee will review Staff Availability Data and other relevant data for the purpose of advising the District and assisting in its commitment and goals in achieving equal employment opportunities.

**11D1C2** Composition of the Equal Employment Opportunity Advisory Committee shall approximate a balance between District employees and Community members and shall provide for wide

representation, including ethnic minorities, women, and the disabled whenever possible.

**11D1C3** The District Equal Employment Opportunity Advisory Committee members shall be appointed by the District Equal Employment Opportunity Officer and shall serve for a period of three (3) years. The Committee shall meet at least once in every calendar year.

**11D1D** The following District officers shall be responsible and accountable for providing District-wide leadership in Equal Employment Opportunity:

**11D1D1** The Vice Chancellor, Human Resources shall assume administrative responsibility for implementation of the Equal Employment Opportunity Policy.

**11D1D2** The Vice Chancellor, Human Resources or his/her designee shall be responsible for the ongoing administration of this policy. This ongoing administration, in cooperation with the College Equal Employment Opportunity officers, shall include:

- Monitoring the employment process to ensure that selection or elimination of candidates for employment is based on job-related criteria.
- Providing Multi-college District Staff Availability Data, as it is made available to the District from the California Community Colleges Chancellor's Office.
- Initiating action to correct any identified Equal Employment Opportunity concerns.
- Receiving, investigating, and seeking resolution of unlawful discrimination complaints. (See **Procedure 11D4A**)

**11D1D3** The faculty and staff of this District shall be responsible and accountable as follows:

**11D1D3A** Foster and promote a positive environment and overall hospitable atmosphere to staff and students of all cultures and heritages, encouraging the appreciation and

value of diversity to the College communities.

**11D1D3B** Act on behalf of the District in recruitment and selection of personnel. In this capacity, faculty and staff shall comply with all applicable state and federal laws and regulations.

**11D1E** The District and Equal Employment Opportunity Officer(s) shall conduct periodic internal auditing, reporting, and evaluating of the effectiveness of the Equal Employment Opportunity Program.

**11D1E1** The Equal Employment Opportunity Liaisons shall compile an annual workforce and utilization analysis of District personnel and shall use the data to recruit a diverse applicant pool and workforce.

**11D1E2** College Equal Employment Opportunity Liaisons shall monitor the ethnicity and gender make-up as well as data concerning promotions of positions on a continual basis.

**11D1F** The District and Colleges shall provide faculty/staff in-service training on diversity.

**11D1F1** Each College's Human Resources Department is responsible for providing training to all staff on Equal Employment Opportunity programs and issues.

**11D1F2** The District's Equal Employment Opportunity Advisory Committee shall work cooperatively with Human Resources to effectively utilize Equal Employment Opportunity funds allocated to the District.

**11D1G** The District shall pursue hiring practices, which effect Equal Employment Opportunity policies.

**11D1G1** All employment practices will be based on job-related factors, considering seniority only where required by law.

**11D1G2** Recruitment for positions shall include verifiable efforts to attract a diverse applicant pool.

**11D1G3** The Human Resources Department, in consultation with the screening committee chair, shall determine the adequacy of the applicant pool relative to its protected class composition.

**11D1G4** Each College will maintain a standard procedure for selecting qualified applicants. College procedures must conform to the following:

**11D1G4A** Applicants will be screened by the screening committee for minimum qualifications.

**11D1G4B** To the extent possible, the screening committees are to represent the ethnic and cultural diversity of our community. All members shall vote on selections.

**11D1G4C** Screening committees are to be trained by a Human Resources Director or Manager in appropriate selection and interviewing techniques and in Equal Employment Opportunity programs and procedures. Selection and interviewing will conform to these techniques and procedures. The Human Resources Director or Human Resources Manager shall work with the screening committee chair to ensure that the employment process complies with the District's Equal Employment Opportunity Policies.

**11D1G4D** A reasonable number of candidates as determined by the College President or designee are to be interviewed for each position.

**11D1G4E** All materials related to the selection process for a position shall be incorporated into a single file and be maintained for at least three (3) years.

**11D2** **Unlawful Discrimination**

All forms of discrimination and harassment are contrary to basic standards of conduct between individuals and are prohibited by state

and federal law, as well as this policy, and will not be tolerated. The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation. It shall also be free of other unlawful discrimination, including that which is based on any of the following statuses: national origin, religion, age, sex (gender), race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics. (Added December 17, 2009)

**11D2A**     **Sexual Harassment**

**11D2A1**     The Board of Trustees of the Kern Community College District will not tolerate any behavior which constitutes sexual harassment of staff or students. It is the policy of the Kern Community College District that members of the college community, including visitors, guests, and contractors, may not sexually harass another person employed or contracted to do business by or on District property.

**11D2A1A**     For the purpose of this policy, sexual harassment is defined as unwelcome sexual advances; requests for sexual favors; and/or physical conduct or oral/written communication of an intimidating, hostile, or offensive sexual nature where:

Submission to such conduct is made either explicitly or implicitly a term or condition of employment or a student's status in a course, program, or activity; or

Submission to or rejection of such conduct is used as a basis for employment decisions or as a basis for academic or other decisions affecting a student; or

Such conduct has the purpose or effect of substantially interfering with an employee's work performance or a student's educational experience, or creates an intimidating, hostile or offensive working or academic environment.

**11D2A2** The Kern Community College District is committed to maintaining a working and educational environment free of sexual harassment.

**11D2A3** When an allegation of sexual harassment is brought to the attention of a supervisor, whether reported by the individual who is the subject of the alleged harassment, or by a witness, the supervisor shall report the allegation to the College Human Resources Manager. The College Human Resources Manager shall investigate the allegation according to **Procedure 11D4A**.

**11D2A4** An employee or student may be subject to disciplinary action for violation of this policy.

**11D3** **Students and Staff with Disabilities**

**11D3A** The Kern Community College District shall adhere to the wording and the spirit of the Federal Americans with Disabilities Act (ADA) and accompanying laws and regulations that protect persons with disabilities in the State of California.

**11D3A1** The Kern Community College District shall consider or retain for employment all qualified individuals who satisfy the requisite skills, experience, education, and other job related requirements and can perform the essential functions of the position with or without reasonable accommodations. Pre-employment physicals or drug testing shall be conducted after an offer of employment has been made. This offer of employment is conditioned on the employee either passing these tests, or providing proof of disability [as defined in the Federal Americans with Disabilities Act (ADA)]. The District will provide reasonable accommodation upon request to applicants and employees in accordance with the Federal Americans with Disabilities Act (ADA).

**11D3A2** The District's goal is to remove barriers to ensure that all qualified employees or students with disabilities are not excluded from or denied the

benefits of services, programs, or activities because District facilities are inaccessible or unusable. The District, in terms of existing structures or new construction, shall make every reasonable effort to remove existing architectural barriers to the disabled and/or provide architectural access.

**11D3A3** To the best of its ability, the District shall also furnish disabled students and staff with appropriate aids and instructional services in order to provide an equal opportunity to participate in the services, programs, or activities conducted by the Colleges.

**11D3A4** The District shall designate a coordinator for the ADA related activity at each of its Colleges. The coordinator shall monitor compliance efforts, investigate complaints, complete an initial ADA self-evaluation, and update this evaluation at least every three (3) years.

**11D3A5** The ADA complaint procedure to be utilized shall be that described in **Procedure 11D4A**.

**11D3B** **Access to Electronic and Information Technology** (Added February 2, 2006)

**11D3B1** Whenever the Kern Community College District enters into a contract for the purchase, development, procurement, maintenance, or use of any electronic or information technology, the equipment or services purchased shall comply with, or be capable of conversion to meet accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. This requirement shall apply to software applications, operating systems, web-based intranet and internet information and applications, telecommunication products, video or multimedia products, and self-contained closed products such as copiers, and desktop and portable computers.

**11D3B2** The District will negotiate with vendors with the intention of having them certify to the following provisions:

**11D3B2A** "The vendor warrants that the products or services to be provided

under this agreement comply with, or be capable of conversion to meet, the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. Vendor agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Vendor further agrees to indemnify and hold harmless the Kern Community College District from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach, and be grounds for termination of the agreement.”

**11D4 Discrimination Complaint Process**

**11D4A** The Kern Community College District shall provide an expeditious and effective process for resolution of complaints of unlawful discrimination by staff and students. This process, as described below, will apply to discrimination based on race, color, ancestry, religion, sex (gender), sexual orientation, national origin, age, ethnic group identification, and/or physical or mental disability. In accordance with State law, the District shall accept complaints filed within one (1) year of the alleged discrimination. See **Procedure 11D4A** of this Manual for the guidelines to the Unlawful Discrimination Complaint Process.

**11D4A1** Where complaints are filed directly with State and Federal agencies, the District Vice Chancellor, Human Resources or his/her designee will investigate and respond to the complaint in the manner provided by the agency and in accordance with the process provided for in **Procedure 11D4A**.

**11D4A2** When complaints are filed directly with the College or District, the Vice Chancellor, Human Resources shall be responsible for ensuring District compliance with rules and regulations adopted by the California Community Colleges and will assure that the College or District investigation shall be completed within ninety (90) calendar days.

**11E Code of Ethics (Revised June 12, 2008)**

The Kern Community College District recognizes that a commitment to the highest ethical and professional standards on the part of all persons associated with the District is necessary to fulfilling our mission and realizing our vision, which are policies of the District. This code of ethics is based on two (2) fundamental principles.

The first is recognition of the dignity of all persons, which respects the inherent value and worth of each person. The second principle is a commitment to fulfilling our obligations to others using fair and honest means. All associates in the Kern Community College District, faculty, students, management, classified staff, and trustees, as well as volunteers and vendors, each bear personal responsibility for their own ethical behavior and for the ethical stature of our organization. We are committed to fulfilling the Kern Community College District's mission. While we recognize the relationship between law and ethics, we further understand that legal requirements are necessary but not sufficient, and we endeavor always to do what is right and just, even when no one is watching, compelling, or evaluating our actions.

**11E1    Respect for Persons and Academic Freedom**

**11E1A**    The inherent dignity of all persons requires that we conduct ourselves with civility in all circumstances of our professional lives. This means that we do not participate in or accept, condone, or tolerate physical or verbal forms of aggression, threat, harassment, ridicule, or intimidation. The District is an institution of higher education and especially values a spirit of free inquiry and free speech. The District encourages the expression of a range of points of view, but we expect all expressions of content to be conducted in a manner respectful of persons. The District nurtures an atmosphere of mutual respect by treating everyone with dignity, even when the values, beliefs, or behavior of a person or group is different from our own. The District recognizes this foundation of mutual respect to be the basis of civil discourse in an academic environment.

**11E1B**    The District further protects the dignity of persons by maintaining the boundaries of both necessary and appropriate confidentiality, and by prohibiting the exploitation of all persons through sexual harassment or financial, professional, or any other form of exploitation. The District seeks to develop policies, procedures, and practices which are both compassionate and fair. In order to assure that we are fair in our policies, procedures, and practices regarding the dignity and worth of persons, the District specifically prohibits discrimination based on race, color, ethnic group identification, ancestry, religion, gender, sexual orientation, national origin, age, and physical or mental disability. While this prohibition is necessary, it is the genuine valuing of

diversity that serves to create the general atmosphere in which persons can thrive and realize their potential.

**11E2 Fairness and Honesty**

**11E2A** The District desires to participate in a healthy work environment which emphasizes the achievement of our common purpose and the development of our potential as individuals and as an organization.

**11E2B** The District will actively work to build the trust necessary to conduct its mission through open, honest, and fair practices and communications at all levels.

**11E2C** The District values and practices the sharing of information, transparency of policy, and consistency of practice in all its dealings.

**11E2D** The District does not tolerate or condone dishonest practices, such as lying, stealing, plagiarizing, cheating, or deliberate misrepresentation of self, program, or information.

**11E2E** The District does not tolerate the misappropriation of resources of any kind, either through misuse of property, time, equipment, or systems, or through inaccurate reporting which results in personal or group gain.

**11E2F** The District develops and uses systems for the prohibition of bias, and for the reporting of conflict of interest, including conflicts resulting from work relationships in which employees have more than one (1) role in relation to another person, resulting in social pressures on professional conduct.

In those circumstances where such conflicts cannot be avoided and/or are considered minor in scope, we will commit to open and transparent consultation with supervisors and colleagues in order to protect individual rights, professional reputations, and the ethical reputation of our institution.

**11E2G** The District will engage in self-monitoring and open information sharing to assure fairness in the distribution of resources necessary to support its mission.

**11E3 Competence**

**11E3A** The Kern Community College District recognizes the importance of competence to the effectiveness and trustworthiness of its endeavors. The District maintains

currency in all areas of responsibility and seeks and uses feedback for improved performance, while also recognizing and celebrating performance achievements. The District is aware of and will behave in accordance with the policies and practices of its various professional associations and share these practices with students and colleagues.

**11E3B** The District will further acknowledge and seek intervention related to impediments to competent performance, including but not limited to continuing education needs, drug and alcohol abuse, and physical or mental impediments to competent performance of our duties. The District will use appropriate systems to support rehabilitation and/or accommodation.

**11E4** **Conclusion**

**11E4A** The Kern Community College District celebrates its existence as a unique institution for the realization of human potential in the geographic area it serves and through the global connections fostered by its online programs.

**11E4B** The District prizes most highly the education and achievements of students, and the fostering of lifelong learning throughout its organization.

**11E4C** The District allows this value not only to direct our positive behavior and limit our potentially negative behavior, but to inspire us with a sense of shared purpose and a willingness to cooperate with one another in developing the highest potential in individuals and communities.

**11E5** **The Binding Nature of Ethical Standards of Kern Community College District**

**11E5A** This statement of ethics articulates mutual expectations related to the employment or participation in providing services in the District, including service on the Board of Trustees and community advisory boards, and as volunteers and contracted service providers.

**11E6** **Definitions**

Bias – a partiality that prevents objective consideration; influence in an unfair way.

Civil Discourse – engagement in courteous and polite conversation intended to enhance understanding; a moral interaction that presupposes ethical standards.

Civility – courtesy; politeness.

Competence – the act of performing tasks and roles to an expected standard based on the possession of required skills, knowledge, qualifications, or capacity.

Dignity – bearing, conduct, or speech indicative of self-respect or appreciation of the formality or gravity of an occasion or situation; the quality or state of being worthy of esteem or respect.

District – the Kern Community College District (referred to as “we” or “our “) is a political subdivision of the State of California and includes all Colleges, Centers, satellites, online, and all sites and persons governed by the Kern Community College District Board of Trustees.

Ethical standard – the principles and norms of proper professional and moral conduct concerning the rights and duties of professionals themselves and their conduct toward others.

Ethical Stature – The reputation for achieving and maintaining the highest level of professional and moral conduct.

Ethics – a system of moral principles; moral principles, as of an individual; a set of principles of right conduct.

Exploitation – the act of using another for personal gain; the practice of treating someone badly

Inherent – existing in someone or something as a permanent and inseparable element, quality, or attribute; existing as an essential constituent or characteristics; intrinsic.

Just – guided by truth, reason, justice, and fairness; done or made according to principle; equitable; property.

Reputation – the estimation in which a person or thing is held by others; the state or situation of being held in high esteem.

Right – in accordance with what is good or proper; in conformity with fact, reason, truth, or some standard or principle; correct in judgment, opinion, or action.

## **11F Whistleblower Protection (Added May 6, 2010)**

California Labor Code Section 1102.5; Government Code Section 53296;  
Private Attorney General Act of 2004 (Labor Code Section 2698)

**11F1** The Chancellor or Designee shall establish procedures regarding the reporting and investigation of suspected unlawful activities by Kern Community College District employees, and the protection from retaliation of those who make such reports in good faith and/or assist in

the investigation of such reports. For the purposes of this policy and any implementing procedures, “unlawful activity” refers to any activity – intentional or negligent – that violates state or federal law, local ordinances, or Kern Community College District Board policy.

**11F2** Procedures shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation; that such reports are investigated thoroughly and promptly; that remedies are applied for any unlawful practices; and protections are provided to those employees who, in good faith, report these activities and/or assist the Kern Community College District in its investigation. (See **Procedure 11F** of this Manual)

**11F3** Kern Community College District employees shall not retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order, or directly or indirectly use or attempt to use the official authority or influence of his or her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the Kern Community College District.

**11F4** The Kern Community College District will not tolerate retaliation and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

## **11G Wellness of Employees**

**11G1** The Kern Community College District is committed to the development and maintenance of physical and mental health of all its employees. Accordingly, the District encourages physical and mental wellness activities on behalf of employees.

**11G2** In order to assure that employees are physically capable of performing their assigned job responsibilities and task, the District requires that candidates, as a condition of employment, under consideration to fill positions in the following areas take and pass a pre-employment physical examination:

Child Care  
Food Service  
Custodial  
Maintenance  
Grounds  
Security  
Mechanical Skilled Workers  
Bus Drivers

A candidate who is not physically capable of performing the requirements of the job will not be hired for the position. The physical examination will be provided at District expense. See **Procedure 11G2** of this Manual for the listing of Position Classifications for Mandatory Physical Examinations.

## **11H Drug-Free Workplace**

**11H1** The Kern Community College District is committed to the development and maintenance of a drug-free environment in accordance with the Drug-Free Workplace Act. Accordingly, the District will not tolerate any unlawful activity such as the possession, use, manufacture, distribution and/or dispensation of a controlled substance on District owned or controlled property.

**11H1A** Substances as referred to in this policy statement include any and/or all of the following:

Illegal Drugs.

Legal drugs (either by prescription or over-the-counter) if illegally possessed or misused or overused to such an extent as to cause the impairment of job performance.

Other mind altering chemicals, materials or substances.

Intoxicating beverages.

A description of the health risks associated with the use of these controlled substances shall be posted on all bulletin boards at the three (3) Colleges and the District Office.

**11H2** Violation of this prohibition by employees may result in disciplinary action, up to and including dismissal. In addition, violation may constitute an infraction of the California Education Code and other State laws and may result in immediate suspension without pay in the event criminal charges are filed. As a condition of being employed to work under any federal grant received this District, employees are required to abide by the terms of this statement. These employees are further required to notify the Campus or District Personnel officer of any conviction for a criminal drug statute violation occurring in the workplace within five (5) days after such conviction.

**11H3** In accordance with the District's focus on wellness, the District expects employees to cooperate with supervisors in remedying performance problems associated with drug and alcohol use and to encourage other employees and students to seek help with drug and alcohol problems.

**11H4** Employees with a substance abuse problem may receive assistance through the District Employee Assistance Program. This service is part

of the health care program provided by the Kern Community College District.

**11H5** In order to encourage a drug-free work force, the Kern Community College District requires that, as a condition of employment, all individuals to fill positions in the following areas take a drug screen test as part of their pre-employment physical examination.

- Child Care
- Custodial
- Maintenance
- Grounds
- Security
- Mechanical Skilled Workers
- Bus Drivers
- Allied Health Instructors

The drug screen will be provided at District expense. Any employee candidate testing positive for drugs will not be hired by the Kern Community College District. See **Procedure 11H5** of this Manual for the listing of Position Classifications for Mandatory Drug Screening. (Revised November 19, 1992)

**11H6** If the Kern Community College District has a contractual arrangement with an outside organization and the outside organization requires drug screening of the Kern Community College District employees in that contractual program, these employees must submit to and pass a drug screen. (Added November 19, 1992)

**11H7** Pursuant to Federal Code of regulations Part 382, Department of Transportation, the Kern Community College District has established **Procedure 11H7(a-c)**, of this Manual, to help prevent accidents and injuries resulting from misuse of alcohol or use of controlled substances by District employees who drive commercial motor vehicles. The District requires the following alcohol and controlled substance testing for drivers and applicants.

- Pre-employment
- Random
- Reasonable suspicion

No driver found to have an alcohol concentration of .02 or higher or who tests positive for controlled substances shall be allowed to perform safety sensitive functions and may not be allowed to continue employment with the Kern Community College District. (Added January 18, 1996)

**11I Employees with Chronic Communicable Diseases or Infectious Conditions**

**11I1** An employee with identified chronic communicable disease or infectious condition shall be permitted to continue in the workplace whenever, through reasonable accommodation, the employee is physically and mentally capable of fulfilling his/her duties satisfactorily and so long as the best available medical evidence indicates that continued employment does not present a health and safety threat to themselves or to others.

**11I2** Employment decisions by the Board of Trustees will be made after using available public health department guidelines concerning the particular disease or condition, the physician's recommendation, the law and the factual assessment of the following:

the risks associated with how the disease or condition is transmitted;

the risks associated with how long the carrier is infectious;

the risks associated with the disease's or condition's potential harm to others;

the risks associated with the probability of the disease or condition being transmitted in the work setting; and

whether, after taking into account the above, the College can reasonably accommodate the individual who carries the disease or condition without incurring undue financial or administrative burdens.

**11I3** Individual cases will not be prejudged; rather, decisions will be made based upon the facts of the particular case.

**11I4** The District shall respect the right of privacy of any employee who has a chronic communicable disease or infectious condition. The employee's medical condition shall be disclosed only to the extent necessary and permitted under law to minimize the health risks to others.

**11I5** Employees with chronic communicable disease or infectious condition shall remain subject to Board of Trustees policies, including the applicable current collective bargaining agreement.

**11I6** The District shall provide an educational program for employees to communicate the sources, transmittal and prevention of the major chronic communicable diseases and infectious conditions.

**11J Emergency Planning, Preparedness, and Response Policy (Education Code Sections 32280 et seq. and 71095; California Government Code Sections 3100 et seq., 8558, 8559, 8600, 8605, and 8607(a); Homeland Security Act of 2002;**

National Fire Protection Association 1600; Homeland Security Presidential Directive-5; Executive Order S-2-05; California Code of Regulations (CCR) Sections 2400-2450)

**11J1** Policy Statement

The Kern Community College District strongly supports creating a safe working environment for all of its employees. The purpose of this policy is to provide a reasonable and organized method of maintaining a safe environment for students, faculty, visitors, and staff of the District and Colleges during emergency situations.

The Chancellor and/or President shall establish an emergency response plan and procedures that ensure that the District and/or College implement a plan to be activated in the event of an emergency, or when a natural disaster or hazardous condition occurs. The District and Colleges shall maintain an incident command team to aid in the creation, maintenance, updating, and implementation of its emergency plan and procedures.

In the event of an emergency, natural disaster, or the occurrence of a hazardous condition the District and Colleges will activate its emergency response plan and procedures to protect and govern employees, students, visitors, and children in childcare programs in district-owned or operated facilities.

This policy shall be used in conjunction with the procedures currently in place and being utilized by the local jurisdictions having emergency response responsibilities.

The District and College emergency response plans shall provide for the implementation of California's Standardized Emergency Management System (SEMS) & National Incident Management System (NIMS); and incorporate the functions and principles of the Incident Command System (ICS), the Master Mutual Aid Agreement (MMAA), and any other relevant programs. The District and Colleges will comply with SEMS and NIMS to be eligible for state or federal funding of response-related costs. Field operations during an incident will be organized and conducted using the Incident Command System (ICS).

**11J2** Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS) DEFINITIONS (See **Procedure 11J2** of this Manual)

**11J3** Public Employee Disaster Service Worker (DSW) Designation

As public employees, District and College personnel are disaster service workers during national, state, and local emergencies. (California Government Code Sections 3100 - 3109)

**11J4** Incident Command System (ICS)

Management of significant emergency situations is accomplished through implementation of a response framework as specified by SEMS and NIMS through the Incident Command System (ICS), recognized as the standard for management of crisis situations in the United States. (See **Procedure 11J4** of this Manual)

**11J5** Roles and Responsibilities

In an emergency, lines of authority may change. Employees may be assigned to report to any member of the Incident Command System (ICS) team. This may or may not be the employees' regular supervisor or manager. Employees will follow the direction of the ICS team members during an emergency. All employees will follow the directions of uniformed responders (law enforcement, fire, etc.) at all times.

Emergency response often requires decisions to be made quickly under adverse conditions. Emergency or disaster conditions may require actions which are not listed in the emergency response plan, or which run counter to guidelines suggested. The District, its management, employees, students, and volunteers duly pressed into service during a local emergency or disaster shall act prudently while being protected by the privileges and immunities from liability as provided by law.

**11J6** Training and Preparedness

The District shall determine the appropriate level(s) of SEMS and NIMS training for each of its employees. The determination shall be dependent upon an employee's potential assignment during an emergency response situation.

**11J7** Emergency Response Plan

In the event of an emergency, natural disaster, or the occurrence of a hazardous condition, the District and/or College will activate its emergency response plan and procedures to protect and govern employees, students, visitors, and children in childcare programs on a college campus and in district-owned or operated facilities. (See **Procedure 11J7** of this Manual)

**11K** **Automated External Defibrillator Program** *(Added July 9, 2009)*

**11IK** Training shall be provided in the use of Automated External Defibrillator devices in compliance with the Health and Safety Code of the California Code of Regulations, Title 22, Sections 1797.107 and 1797.190, and the American Heart Association Cardiopulmonary Resuscitation Guidelines. (See **Procedure 11K** of this Manual)

Only those individuals who have successfully completed and maintained their certification in Automated External Defibrillator Training Standards established by the District may use the Automated External Defibrillator units.

**11K2**     Definitions

**11K2A**     Automated External Defibrillator (AED) – A life saving device capable of cardiac rhythm analysis which will charge and deliver a shock after electronically detecting and assessing ventricular fibrillation or pulseless rapid ventricular tachycardia. The Automated External Defibrillator is a user-friendly portable device that is lightweight and small in size.

**11K2B**     Cardiopulmonary Resuscitation (CPR) – A means of establishing and maintaining adequate respiration and circulation. This is done by ensuring the patient has an open airway through the use of rescue breathing. Circulation is maintained by means of closed chest cardiac compressions.

**11K2C**     Sudden Cardiac Arrest (SCA) – A condition in which the victim is unconscious, apnea (not breathing), or has agonal breaths (false breaths) and pulseless, and does not show signs of circulation.

**11K2D**     Contracted Agency – The Contracted Agency refers to the Agency that the Kern Community College District has contracted with to provide required training and administration of the Automated External Defibrillator Program.

**11L**     **Safety (Revised May 19, 1994)**

**11L1**     The Kern Community College District is committed to establishing and maintaining a safe and healthful workplace for all employees and students. The prevention of accidents and prevention of exposure to a hazardous environment will be accomplished by means of a Board of Trustees approved Injury and Illness Prevention Program containing the following elements:

Identification of the person or persons responsible for implementing the program.

A system for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices.

Methods and procedures for correcting unsafe or unhealthy conditions and work practices in a timely manner.

An occupational health and safety training program designed to instruct employees in general safe and healthy work practices and to provide specific instruction with respect to hazards specific to each employee's job assignment.

A system for communicating with employees on occupational health and safety matters, including provisions designed to encourage employees to inform the employer of hazards at the worksite without fear of reprisal.

A system for ensuring that employees comply with safe and healthy work practices, which may include disciplinary action.

Correction of unsafe and unhealthy conditions and work practices in a timely manner based on the severity of the hazard.

Training of: (a) all employees when the training program is first established, (b) all new employees, (c) all employees given a new job assignment, and (d) employees whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard, and whenever the District receives notification of a new or previously unrecognized hazard.

Maintenance or appropriate records of steps taken to implement and maintain the program.

**11L2** The District Chancellor or designee and the respective College Presidents are responsible for ensuring compliance with the Kern Community College District Injury and Illness Prevention Program.

**11L3** Through the District Injury and Illness Prevention Program, the District shall provide employees with information about Bloodborne Pathogen exposure. The District shall provide protection from blood or Other Potentially Infectious Materials (OPIM).

**11L4** All machines in instructional and maintenance shops shall be operated in accordance with the recommendations of CAL OSHA. Particular care shall be given to the proper use of the safety devices installed on these machines.

**11L5** Eye protective devices must be worn by students and instructors in courses in which the individual is engaged in, or observing an activity or the use of hazardous substances likely to cause injury to the eyes.

**11M Nepotism (Approved July 8, 2010)**

**11M1** The District does not prohibit the employment of relatives (or domestic partners as defined by District Collective Bargaining Agreement or Family Code Section 297 et seq.) in the same department or division, with the exception that they shall not be assigned to a regular position

within the same department, division, or site that has an immediate family member who is in a position to recommend or influence employee decisions.

- 11M2** Employee decisions include appointment, retention, evaluation, tenure, work assignment, promotion, demotion, or salary of the relative (or domestic partner as defined by District Collective Bargaining Agreement or Family Code Section 297 et seq.).
- 11M3** Immediate family means spouse, domestic partner, parents, grandparents, siblings, children, grandchildren and in-laws or any other relative living in the employee's home.
- 11M4** The District will make reasonable efforts to assign job duties to minimize the potential for creating an adverse impact on supervision, safety, security, or morale, or creating other potential conflicts of interest.
- 11M5** Notwithstanding the above, the District retains the right where such placement has the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest, to refuse to place immediate family members in the same department, division, or facility. The District retains the right to reassign or transfer any person to eliminate the potential to create an adverse impact on supervision, safety, security, or morale, or involve other potential conflicts of interest.

#### **11N Security (Revised May 19, 1994)**

- 11N1** The Kern Community College District is committed to establishing and maintaining a secure workplace for all employees, students, and campus guests.
- 11N2** Each College and the District Office shall have a security program as approved by the Board of Trustees.
- 11N3** Security notification requirements will be fulfilled by means of a student right-to-know and campus security program as follows:

Compile records of incidents and arrests for crimes of violence, hate violence (criminal and non-criminal), theft or destruction of property, illegal drugs, or alcohol intoxication.

Compile hate violence data to include a description of the act, victim characteristics, offender characteristics and make available the data on request to any employee or student or applicant.

Post and distribute: the availability and location of security personnel; methods for summoning security personnel; any special safeguards for particular facilities or activities; and any actions taken in the preceding

eighteen (18) months to increase safety and any changes in safety to be made during the next twenty-four (24) months.

# Procedures

## **Emeritus Status**

Recognition of Emeritus status for District employee groups as defined in Policy 11B4E may include, but not necessarily be limited to, the following privileges, benefits, and courtesies:

- 1) An official document which certifies Emeritus status signed by the President of the Board of Trustees, the Chancellor, and the College President;
- 2) Listing in all appropriate District and/or College publications;
- 3) A District or College card which indicates Emeritus status and therefore, free or discounted rates for selected District or College events;
- 4) Participation, by invitation of the District or College, in the District's or College's public ceremonies;
- 5) Library and Learning Resource Center privileges comparable to those of current Faculty or Educational Administrators subject to District Policy and administrative regulations;
- 6) Eligibility to participate, by invitation, in the District's or College's professional development activities; and,
- 7) Parking privileges comparable to those of current Faculty or Educational Administrators subject to District Policy and administrative regulations.

Reviewed and Recommended by  
District Consultation Council  
May 25, 2010

## Unlawful Discrimination Complaint Process

In the event of the notification of an unlawful discrimination complaint, pursuant to Policy 11D4, with the College, the process shall be as indicated below:

As is indicated in Policy 11D4, this process covers alleged unlawful discrimination on the basis of age, race, color, national origin, gender, disability, religion, sexual orientation, marital status, or other forms of unlawful discrimination. Complaints may be filed within one (1) year of the alleged unlawful discrimination.

- 1) Any student or employee who feels that he or she is being unlawfully discriminated against is encouraged to informally notify and resolve the complaint with any of the following Responsible Personnel:
  - Instructor
  - Advisor or Counselor
  - Department/Division Chair
  - Dean or Vice President
  - Title IX Coordinator
  - College Human Resources Manager or District Human Resources Director
  
- 2) Any student or employee who feels that he or she is being unlawfully discriminated against is entitled to file a formal complaint with any of the following Responsible Personnel for resolution:
  - College Vice President
  - College Human Resources Manager or District Human Resources Director
  - Vice Chancellor, Human Resources
  
- 3) Supervisors shall take immediate action to report and/or remedy any perceived unlawful discrimination based on age, race, color, national origin, gender, disability, religion, sexual orientation, marital status, or other forms of unlawful discrimination.
  
- 4) At any point in the investigation, the student or the employee has the right to involve more than one (1) of the persons listed above.
  
- 5) The responsibilities of the person to whom the complaint has been made will include a written description of the complaint as described by the complainant. Based on the information in the complaint, the recipient of the complaint will implement one (1) of the following courses of action:
  - Informal Complaint Procedure, or
  - Formal Complaint Procedure

### **Informal Complaint Procedure**

The purpose of the informal complaint process is to allow an individual who believes he/she has been unlawfully discriminated against to resolve the issue through a consultation process rather than the more formal investigative process provided by the College. The steps of the informal procedure are:

- 1) If the complainant believes that discussions of alleged unlawful discrimination with the alleged perpetrator/respondent or his/her supervisor would be unproductive or inappropriate, the complainant should consult with the Responsible Personnel or designee who shall ascertain as much detail as possible including date(s), time(s), description of incident(s), party(ies) involved, witness(es), etc.
- 2) The Responsible Personnel or designee will counsel the complainant regarding the Unlawful Discrimination Complaint procedure. Complainant shall be advised that the informal procedure is not a pre-requisite for filing a formal Unlawful Discrimination complaint. [California Code of Regulations, Section 59327(2)]
- 3) The complainant's allegation of unlawful discrimination shall be kept as confidential as possible by the Responsible Personnel or designee and shall be used only to provide a factual basis for resolving the complaint.
- 4) Within ten (10) days of receipt of the informal complaint, the Responsible Personnel or designee shall contact the alleged perpetrator/respondent in an attempt to resolve the matter informally. The alleged perpetrator/respondent will be asked to respond to the allegations.
- 5) Within ten (10) days of discussing the matter with the alleged perpetrator/respondent, the Responsible Personnel or designee will review the statements of both the complainant and the alleged perpetrator/respondent and meet individually with each party, and if necessary, meet with witnesses in an attempt to resolve the matter.
- 6) Steps One (1) through Five (5) of this informal procedure shall not exceed the ninety (90) days afforded to complainants filing a formal complaint. [California Code of Regulations, Section 59336]

### **Possible Outcomes of the Informal Complaint Procedure**

- 1) If the matter is resolved, the Responsible Personnel or designee will put the resolution in writing and meet with both parties who will review and sign the agreement.
- 2) If the parties agree there has been no unlawful discrimination and are satisfied with the resolution, the documents connected with the allegation shall be destroyed by the Responsible Personnel or designee and the complaint will be considered resolved.
- 3) If the parties agree that unlawful discrimination has occurred, but are satisfied with the resolution, then the documentation connected with the allegations and resolution will be placed in an employee's official personnel file in the District Office of Human Resources and shall be considered sealed after a period of three (3) years.

- 4) If, after negotiations between the parties, it becomes clear to the Responsible Personnel or designee that an informal resolution cannot be reached, he/she will convey the determination to both parties. The Responsible Personnel or designee will also inform the complainant of the right to file a formal unlawful discrimination complaint under this procedure.

### **Formal Complaint Procedure**

- 1) The complainant shall initiate the formal complaint procedure by filing a complaint in writing on the District's Unlawful Discrimination Formal Complaint form.
- 2) Within ten (10) days of receipt of the formal complaint, the Responsible Personnel or designee shall contact the alleged perpetrator/respondent in an attempt to resolve the matter informally. The alleged perpetrator/respondent will be asked to respond to the allegations.
- 3) Within ten (10) days of discussing the matter with the alleged perpetrator/respondent, the Responsible Personnel or designee will review the statements of both the complainant and the alleged perpetrator/respondent and meet individually with each party, and if necessary, meet with witnesses in an attempt to resolve the matter.
- 4) Both parties have a right to be accompanied by a representative at each step in this procedure and shall have the right to present documentary evidence and witness statements.
- 5) Within ninety (90) days of receiving the formal complaint, the following shall be completed:
  - a) Investigation of the unlawful discrimination complaint.
  - b) A written administrative determination letter to both the complainant and alleged perpetrator/respondent specifying the following:
    1. All behaviors that were alleged to constitute the unlawful discrimination.
    2. A decision that the unlawful discrimination complaint is substantiated or unsubstantiated.
    3. A description of any corrective action to be taken by the College or District administration. Notice of the complainant's appeal rights.
- 6) Only if the investigation substantiates the alleged unlawful discrimination the written administrative letter shall be placed in the perpetrator's personnel file. The administrative letter placed in the perpetrator's official personnel file in the District Office of Human Resources shall be considered sealed after a period of three (3) years.
- 7) If complainant is not satisfied with the results of the administrative determination, he/she may submit a written appeal to the Board of Trustees within fifteen (15)

days of the date of notice of the administrative determination. The Board shall review the original complaint, the investigative report, administrative determination, and the appeal, and shall issue a decision within forty-five (45) days after the filing of the appeal.

- 8) For complaints filed by students, if the complainant is not satisfied with the Board's decision, he/she may file an appeal with the State Chancellor's Office as prescribed in the Education Code. Students may also file a complaint with Office for Civil Rights of the U.S. Department of Education (OCR) during any step in the unlawful discrimination investigative process.
- 9) Within one hundred and fifty (150) days after receiving a written formal complaint, the District will forward to the State Chancellor's Office the results of the investigation as described in this Procedure.
- 10) For complaints filed by employees, the employee may file a complaint with the Department of Fair Employment and Housing or the Equal Opportunity Commission during any step in the unlawful discrimination complaint investigative process.

Reviewed and Recommended by  
Chancellor's Cabinet  
November 18, 2008

Reviewed and Recommended by  
District Consultation Council  
October 27, 2009

## Administrative Procedure for Whistleblower Protection

References: Labor Code Section 1102.5; Government Code Section 53296; Private Attorney General Act of 2004 (Labor Code Section 2698)

Individuals are encouraged to report suspected incidents of unlawful activities by District employees in the performance of their duties. Reports will be investigated promptly and appropriate remedies applied. Employees who, in good faith, report such activities and/or assist the Kern Community College District in the investigation, will be protected from retaliation.

This procedure sets out the processes for responding to and investigating reports of unlawful activities, as defined in Kern Community College District Board Policy **11F**, Whistleblower Protection, and for addressing complaints of retaliation for making such reports.

### 1) Filing a Report of Suspected Unlawful Activities

- a) Any person may report allegations of suspected unlawful activities. Knowledge of suspicion of such unlawful activities may originate from academic personnel, staff, or administrators carrying out their assigned duties, internal or external auditors, law enforcement, regulatory agencies, customers, vendors, students, or other third parties.
- b) Anonymous reports will be investigated to the extent possible. However, employees are strongly encouraged not to report anonymously because doing so impedes the District's ability to thoroughly investigate the claim and take appropriate remedial measures. As set forth fully below, retaliation against individuals who report suspected unlawful activities will not be tolerated.
- c) Normally, a report by a District employee of allegations of a suspected unlawful activity should be made to the reporting employee's immediate supervisor or other appropriate administrator or supervisor within the operating unit. However, if the report involves or implicates the direct supervisor or others in the operating unit, the report may be made to any other District official whom the reporting employee believes to have either responsibility over the affected area or the authority to review the alleged unlawful activity on behalf of the District. When the alleged unlawful activity involves the College President, the report should be made to the Chancellor. When the alleged unlawful activity involves the Chancellor, the report should be made to the President of the Board of Trustees. When the alleged unlawful activity involves the Board of Trustees or one of its members, the report should be made to the Chancellor who will confer with the President of the Board and/or legal counsel on how to proceed.
- d) Allegations of suspected unlawful activities should be made in writing so as to assure a clear understanding of the issues raised, but may be made orally. Such reports should be factual and contain as much specific information as possible. The receiving supervisor or administrator should elicit as much

information as possible. If the report is made orally, the receiving supervisor or administrator shall reduce it to writing and make every attempt to get the reporter to confirm by his or her signature that it is accurate and complete.

- e) Once the receiving supervisor or administrator has received and/or prepared a written report of the alleged unlawful activity, he or she must immediately forward to the President of the college where the alleged activity has occurred. However, if this process would require submitting the report to an employee implicated in the report, the receiving supervisor or administrator should follow the reporting options outlined above. The high-level administrator or trustee who receives the written report pursuant to this paragraph is responsible for ensuring that a prompt and complete investigation is made by an individual with the competence and objectivity to conduct the investigation, and that the assistance of counsel and/or an outside investigator is secured if deemed necessary.
- f) In the course of investigating allegations of unlawful conduct, all individuals who are contacted and/or interviewed shall be advised of the District's no-retaliation policy. Each individual shall be: 1) warned that retaliation against the reporter(s) and/or others participating in the investigation will subject the employee to discipline up to and including termination; and 2) advised that if he or she experiences retaliation for cooperating in the investigation, then it must be reported immediately.
- g) In the event that an investigation into alleged unlawful activity determines that the allegations are accurate, prompt and appropriate, corrective action shall be taken.

## 2) Protection from Retaliation

- a) When a person makes a good-faith report of suspected unlawful activities to an appropriate authority, the report is known as a protected disclosure. District employees and applicants for employment who make a protected disclosure are protected from retaliation.
- b) Any employee who believes he or she has been (1) subjected to or affected by retaliatory conduct for reporting suspected unlawful activities, or (2) for refusing to engage in activity that would result in a violation of law, should report such conduct to the appropriate supervisory personnel (if such supervisory personnel is not the source of or otherwise involved in the retaliatory conduct). Any supervisory employee who receives such a report, or who otherwise is aware of retaliatory conduct, is required to advise the College President. If the allegations of retaliation or the underlying allegation of unlawful conduct involve the President, the supervisor shall report to the highest level administrator and/or trustee who is not implicated in the reports of unlawful activity and retaliation.
- c) All allegations of retaliation shall be investigated promptly and with discretion, and all information obtained will be handled on a "need to know" basis. At the conclusion of an investigation, as appropriate, remedial and/or disciplinary

action will be taken where the allegations are verified and/or otherwise substantiated.

3) Requirement to Post Whistleblower Hotline

- a) The District shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws referenced in this procedure. The list shall include a telephone number of the whistleblower hotline, (888) 304-7794, for employees who have information regarding possible violations of state or federal statutes, rules or regulations, or violations of fiduciary responsibility by a cooperation or limited liability company to its shareholders, investors, or employees.

4) Other Remedies and Appropriate Agencies

- a) In addition to the internal complaint process set forth above, any employee who has information concerning allegedly unlawful conduct may contact the appropriate government agency.

Reviewed and Recommended by  
Chancellor's Cabinet  
November 10, 2009

Reviewed by  
District Consultation Council  
November 17, 2009; January 26, 2010  
Reviewed and Recommended February 23, 2010

Presented to the Board of Trustees April 8, 2010  
Approved by the Board of Trustees May 6, 2010

## **Pre-Placement Physical Assessment Testing**

The Kern Community College District Human Resources Office will coordinate all arrangements for pre-placement assessment testing with a provider, including communication on any follow-up resulting from an employee candidate's pre-placement physical assessment test.

Following is the procedure for arranging pre-placement physical assessment testing:

- 1) The Human Resources Office from a District college will contact the District Personnel Office to initiate a request for pre-placement physical assessment testing.
- 2) The District Human Resources Office will contact a provider to arrange an appointment for the employee candidate.
- 3) The District Human Resources Office will receive verbal results of the pre-placement physical assessment test and convey the results to the College Personnel Office.
- 4) The District will provide reasonable accommodation to applicants and employees in accordance with the ADA.

Candidates for the following positions will undergo pre-placement assessment testing:

### **Bus Driver**

- Bus Driver

### **Child Development**

- Child Daycare Center Assistant
- Child Development Center Teacher

### **Classified Management**

- Director, Custodial and Grounds Operations--Bakersfield College
- Director, Plant Operations and Building Trades--Bakersfield College
- Director, Maintenance and Operations--Cerro Coso College
- Director, Maintenance and Operations--Porterville College

### **Custodial**

- Athletic Complex Manager
- Facility Custodial Coordinator
- Custodian II
- Custodian I

### **Food Service**

- Food Service Manager

- Cook/Baker
- Manager--Cerro Coso College
- Food Service Assistant I
- Food Service Assistant II
- Food Service Assistant III
- Stock Clerk

### **Grounds**

- Grounds Maintenance Supervisor
- Groundswoker I
- Groundswoker II
- Horticulture Laboratory Technician

### **Maintenance**

- Facilities Electrician
- Facilities and Grounds Maintenance Supervisor
- Maintenance Worker
- Plant Engineer
- Skilled Craftsworker

### **Mechanic**

- Automotive Technician
- Automotive/Plant Equipment Technician

### **Miscellaneous Classified Position(s)**

- Aerobics Facilitator
- Delivery Clerk
- Receiving Clerk

### **Security**

- Campus Guard
- Safety Assistant/Dispatcher
- Security Officer I
- Security Officer II
- Security, Sergeant of

Approved by Chancellor's Cabinet  
December 19, 1991

Revised November 9, 1992  
Effective November 19, 1992

Revised March 21, 1995  
Revised November 9, 1999  
Revised

March

6,

2001

## **Pre-Placement Drug Testing**

The Kern Community College District Human Resources Office will coordinate all arrangements for pre-placement drug testing with a provider, including communication on any follow-up resulting from an employee candidate's pre- placement drug screen.

Following is the procedure for arranging pre-placement drug testing:

- 1) The Human Resources Office from a District college will contact the District Human Resources Office to initiate a request for pre- placement drug test.
- 2) The District Human Resources Office will contact a provider to arrange an appointment for the employee candidate.
- 3) The District Human Resources Office will receive verbal results of the pre-placement drug test and convey the results to the College Personnel Office.

If the candidate tests positive for any of the drugs screened, that candidate will not be hired by the Kern Community College District.

Candidates for the following positions will undergo pre-placement drug testing:

### **Allied Health Instructors**

- Nursing-ADN
- Nursing-VN
- Radiological Technology
- Psychiatric Technician

### **Bus Driver**

- Bus Driver

### **Child Development**

- Child Day Care Center Assistant
- Child Development Center Teacher

### **Custodial**

- Athletic Complex Manager
- Facility Custodial Coordinator
- Custodian I
- Custodian II

### **Grounds**

- Grounds Maintenance Supervisor
- Groundswoker I
- Groundswoker II
- Horticulture Laboratory Technician

### **Maintenance**

- Facilities Electrician
- Facilities and Grounds Maintenance Supervisor
- Maintenance Worker
- Painter
- Plant Engineer I
- Skilled Craftsworker

### **Mechanic**

- Automotive Technician
- Automotive/Plant Equipment Technician

### **Miscellaneous Certificated Position(s)**

- College Nurse

### **Miscellaneous Classified Positions**

- Aerobics Facilitator
- College Nurse
- Delivery Clerk

### **Security**

- Campus Guard
- Security Officer I
- Security Officer II
- Security, Sergeant of

Approved by Chancellor's Cabinet  
December 19, 1991  
Revised November 9, 1992  
Effective November 19, 1992

Revised March 21, 1995

Revised November 9, 1999  
Revised March 6, 2001

## Alcohol and Controlled Substances Testing

Procedure **11H7** shall be applicable only to employees who hold a commercial driver's license which is necessary to perform job related duties such, as but not limited to, operating a commercial motor vehicle for the Kern Community College District.

Definitions pursuant to Procedure **11H7** are as follow:

- 1) **Alcohol** is the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.
- 2) **Alcohol use** is the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.
- 3) **Breath alcohol technician (BAT)** is an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT).
- 4) **Commercial motor vehicle** is a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
  - a) Has a gross combination weight of twenty-six thousand, one (26,001) or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than ten thousand (10,000) pounds,
  - b) Has a gross vehicle weight rating of twenty-six thousand, one (26,001) or more pounds,
  - c) Is designed to transport sixteen (16) or more passengers, including the driver, or
  - d) Is of any size and is used in the transportation of hazardous materials requiring placards.
- 5) **Screening test** (aka initial test) in alcohol testing, is an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it is an immunoassay screen to eliminate negative urine specimens from further consideration.
- 6) **Confirmation test**, for alcohol testing, is a second test that provides quantitative data of alcohol concentration following a screening test with a result of 0.02 grams or greater of alcohol per two hundred, ten (210) liters of breath. For controlled substances testing, it is a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principal from that of the screen test in order to ensure reliability and accuracy.
- 7) **Covered employee** is an employee subject to the requirements of applicable Federal law and policy. Covered employee is an employee who holds a

commercial driver's license which is necessary to perform job related duties such as, but not limited to, operating a commercial motor vehicle.

- 8) **Driver** is any person who operates a commercial motor vehicle. For the purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle.
- 9) **Evidential breath testing** (EBT) device is a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's Conforming Products List of Evidential Breath Measurement Devices (CPL).
- 10) **Medical review officer** (MRO) is a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.
- 11) **On-duty time**, as that phrase is defined by Federal regulations and this procedure, means all of the time from the time a covered employee begins to work, is required to be in readiness to work, until the time he or she is relieved for work and all responsibility for performing work.
- 12) **Performing** (a safety-sensitive function) is any period in which the driver is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.
- 13) **Refusal to submit** (to an alcohol or controlled substance test) is when a driver (a) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement of breath testing; (b) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or (c) engages in conduct that clearly obstructs the testing process.
- 14) **Safety-sensitive function**, for purposes of this procedure, shall mean any of the functions defined in Title 49 of the Code of Federal Regulations. More specifically, safety-sensitive functions include all functions performed by a covered employee during on-duty time and include:
  - a) All time at a carrier or shipper plant, terminal, facility, or other property waiting to be dispatched, unless the driver has been relieved from duty by the employer,
  - b) All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations (FMCSRs) or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time,
  - c) All time spent at the driving controls of a commercial motor vehicle,

- d) All time, other than driving time, spent on or in a commercial motor vehicle (except for time spent resting in the sleeper berth),
- e) All time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded,
- f) All time spent performing the driver requirements associated with an accident, or
- g) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

On-duty time also includes:

- h) All time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the testing requirements.
- 15) **Screening test** (aka initial test) in alcohol testing is an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it is an immunoassay screen to eliminate negative urine specimens from further consideration.
- 16) **Substance abuse professional** is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of a clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

### **Prohibited Conduct**

- 1) No covered employee shall report for duty, or remain on duty requiring the performance of safety-sensitive functions, while having an alcohol concentration of 0.02 or greater.
- 2) No covered employee shall remain on duty, or operate a commercial motor vehicle, while that employee possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
- 3) No covered employee shall use alcohol during on-duty time while performing safety-sensitive functions.
- 4) No covered employee shall perform safety-sensitive functions within four (4) hours after using alcohol.

- 5) No covered employee required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test.
- 6) No covered employee shall refuse to submit to any test required by law or this procedure.
- 7) No covered employee shall report for duty, or remain on duty requiring the performance of safety-sensitive functions, when the covered employee uses any controlled substances, except when the use is pursuant to the instructions of a physician who has advised the driver that the substances does not adversely affect the driver's ability to safely operate a commercial vehicle. Covered employees are required to report any therapeutic drug use to their department supervisor. Drivers may also be required to provide the District with a written statement from a physician stating that the medication does not adversely affect the driver's ability to safely operate a commercial motor vehicle.

### **Transportation**

- 1) If an applicant or covered employee produces a test result indicating an alcohol concentration equal to or greater than 0.04, that employee shall be transported to his or her residence by the Employer.

### **Compensation**

- 1) A covered employee who fails a required test shall not receive his or her normal compensation for hours during which the employee is prohibited by Federal law, and this procedure, from performing a safety-sensitive function. Failure is defined as a verified positive result by an MRO for controlled substances and/or an alcohol concentration of .02 or greater. The employee may not utilize sick time, vacation or compensatory time during the period the prohibition is in place.

### **Consequences of Prohibited Conduct**

- 1) No covered employee shall return to duty or remain on duty to perform safety-sensitive functions if the covered employee has engaged in conduct prohibited by this procedure.
- 2) Every covered employee who is subject to the requirements of this procedure conduct shall be advised of the resources available to that employee in evaluating and resolving problems associated with the misuse of alcohol and controlled substances.

## **Testing Procedures**

All tests conducted pursuant to this procedure shall comply with the requirements of applicable Federal law. See **Procedure 11H7(b)**.

## **Pre-employment Testing**

- 1) Prior to employment in a position, which requires performance of safety-sensitive functions for the Kern Community College District, the employee shall undergo testing for controlled substances.
- 2) The Kern Community College District shall not allow any covered employee to perform safety-sensitive functions unless the covered employee has produced a controlled substance test result indicating a verified negative test result.
- 3) The District shall pay for the costs associated with pre-employment testing.
- 4) The Kern Community College District reserves the right not to employ an applicant who has received an alcohol and controlled substances test indicating a verified positive test result.

## **Previous Employment Information**

- 1) Upon application to a covered position, applicants will be required to sign a release authorizing the Kern Community College District to obtain testing information from the applicant's previous employers. The applicant's signature on the release shall be a condition of employment.
- 2) The information shall include: any alcohol test results with a concentration greater than .04, any positive controlled substances test results, and any refusals to be tested.
- 3) The information shall be obtained from the applicants previous employers from the past two (2) years.
- 4) Upon offering an applicant a position, the Employer shall obtain the required information. The Kern Community College District shall endeavor to obtain the information within fourteen (14) days.
- 5) Should the information reveal that the applicant is not eligible to perform safety-sensitive functions (pursuant to 49 CFR pt. 382.413 (g)), the Employer shall withdraw the employment offer.

## **Post-Accident Testing**

- 1) As soon as practicable following an accident involving a commercial motor vehicle, the Kern Community College District shall test the following individuals for alcohol and controlled substances: (1) any covered employee who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; and/or (2) any covered employee who receives a citation under state or local law for a moving violation arising from the accident.

For the purposes of this procedure, an accident is defined as an incident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene, or a vehicle is required to be towed from the scene.

- 2) If the alcohol test is not administered within two (2) hours following the accident, the Kern Community College District shall document the reasons the test was not promptly administered. If the alcohol test is not administered within eight (8) hours following the accident, the Employer shall cease attempts to administer the test and shall document the reasons the test was not administered.
- 3) If the controlled substances test is not administered within thirty-two (32) hours following the accident, the Kern Community College District shall cease attempts to administer the test and document the reasons the test was not administered.
- 4) Drivers who are subject to post-accident testing shall remain readily available for such testing or may be deemed by the Kern Community College District to have refused testing.

## **Random Testing**

- 1) The Kern Community College District shall randomly select covered employees for alcohol and controlled substances testing during each calendar year, in accordance with applicable Federal law. The minimum annual percentage rate for random alcohol testing shall be twenty-five percent (25%) of the average number of covered employees, until further notification is received from the Federal Department of Transportation. The minimum annual percentage rate for controlled substances testing shall be fifty percent (50%) of the average number of covered employees, until further notification is received from the Federal Department of Transportation.
- 2) The selection of covered employees for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, every covered employee shall have an equal chance of being tested each time selections are made.
- 3) The Kern Community College District shall ensure that the random tests are unannounced and that the dates for administering the random tests are spread reasonably throughout the calendar year.

- 4) A covered employee shall be subject to random testing at the following times: while the covered employee is performing safety-sensitive functions, just before the covered employee is performing safety-sensitive functions, or just after the covered employee has ceased performing such functions. Every covered employee who is notified of selection for random testing shall cease to perform safety-sensitive functions and shall immediately proceed to the test site according to established procedures for notifying appropriate supervisory personnel.
- 5) Substitute employees, if they are also covered employees, are subject to random testing.

Substitute drivers will be required to sign a release authorizing the District to release testing information/results to other school districts for which the driver is employed. Substitute drivers will be required to sign the release as a condition of being placed on the District's substitute driver list.

- 6) In the event a covered employee who is selected for a random test is on vacation or off-duty, the Kern Community College District will keep the original selection confidential until the driver returns. Testing of the selected employee will commence according to the procedure outlined in number four.

### **Reasonable Suspicion Testing**

- 1) The Kern Community College District shall require a covered employee to submit to an alcohol or controlled substances test, as appropriate, when the Kern Community College District has reasonable suspicion to believe that the employee has engaged in prohibited conduct.
- 2) The Kern Community College District's determination that reasonable suspicion exists must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, and/or body odors of the covered employee.
- 3) Reasonable suspicion testing is permitted only if the required observations are made during, just preceding, or just after the period of the workday that the covered employee is performing a safety-sensitive function or required to be in compliance.
- 4) The observation and determination that a reasonable suspicion exists will be made by a supervisor trained in detecting the symptoms of alcohol misuse and use of controlled substances as per the regulations. The training shall consist of at least sixty (60) minutes of training on alcohol misuse and at least an additional sixty (60) minutes of training on controlled substances use. The observations shall be documented and signed by the official who made the observations within twenty-four (24) hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.
- 5) If the alcohol test is not administered within two (2) hours following the determination that a test is required, the Kern Community College District shall

document the reasons the alcohol test was not promptly administered. If the alcohol test is not administered within eight (8) hours, the Kern Community College District shall cease attempts to test and document the reasons the test was not administered.

- 6) Notwithstanding the absence of a reasonable suspicion alcohol test, no employee shall remain on duty requiring the performance of safety sensitive functions if the Kern Community College District has reasonable suspicion to believe that the employee is impaired by alcohol, until:
  - a) An alcohol test is administered and the driver's alcohol concentration measures less than .02; or
  - b) Twenty-four (24) hours have elapsed following the determination that reasonable suspicion exists.

### **Discipline and Term**

- 1) Any employee who engages in prohibited conduct shall be subject to disciplinary action up to and including termination.

### **Employee Information**

- 1) The Kern Community College District shall distribute this procedure to every covered employee, on an individual basis, prior to the start of alcohol and controlled substances testing. The Kern Community College District shall also distribute this procedure to every covered employee hired after the adoption of the procedure, and to every covered employee transferred into a position requiring possession of a commercial driver's license.
- 2) Employees will be required to sign a statement acknowledging receipt of the procedure.
- 3) The person responsible for answering employee questions concerning this procedure shall be the Assistant Chancellor, Personnel Services.

### **Records Retention**

The Kern Community College District shall retain all records in accordance with applicable Federal law, as set forth in **Procedure 11H7(c)**.

### **Effect**

This policy and procedure shall take effect January 1, 1996.

Approved by the Chancellor's Cabinet  
December 5, 1995

# Alcohol and Controlled Substances Testing Procedures and Policy

## Introduction

The Kern Community College District shall implement and enforce the procedures for transportation workplace testing as set forth in 49 CFR Part 40. These procedures include, but are not limited to, the following information. In all cases, the requirements of 49 CFR Part 40 shall be followed. Comprehensive Drug Testing (CDT) shall administer the testing on behalf of the District.

## Controlled Substances Testing

### Applicable Drugs

- 1) Employees subject to controlled substances testing shall be tested for the following substances:
  - Marijuana
  - Cocaine
  - Opiates
  - Amphetamines
  - Phencyclidine (PCP)
- 2) Although the specimen will not be analyzed specifically for adulterants, the lab may conduct adulteration checks (PH, specific gravity or creatinine). The lab is permitted to check for adulterants as per Federal Department of Transportation (DOT) guidelines.

### Specimen Collection Procedures

- 1) The collection shall take place in a secure location to prevent unauthorized access during the collection process.
- 2) The specimen shall be kept in sight of the employee and the collection site person until it is sealed and ready for shipment.
- 3) Employees shall have individual privacy when providing a specimen except when:
  - a) The employee presents a specimen that is outside the accepted temperature range and he/she refuses to have an oral body temperature measurement, or the body temperature measurement varies more than 1.0 C OR 1.8o F from the specimen temperature,
  - b) The collector observes the employee attempting to adulterate or substitute the specimen, or

- c) The employee's last provided specimen was determined to be diluted.
  - d) The employee has previously has a verified positive test.
  - e) In (a) and (b) above, the employee must provide a specimen under direct observation. In (c) and (d) above, the employer may require a direct observation collection.
- 4) The following specific procedures will be followed during the collection process:
- a) The employee must submit identification to the collector. The collection shall not proceed until a positive identification is made.
  - b) The employee will not be required to undress, or to change into an examination gown. Only outer garments should be removed, i.e., jackets, etc.
  - c) The donor shall be required to wash his/her hands prior to urination, and shall not have access to any water sources until the specimen has been collected.
  - d) A bluing agent shall be added to the toilet bowl and the donor may flush the toilet only after releasing the specimen to the collector.
  - e) The specimen must be at least forty-five (45) ml to be acceptable.
  - f) The collector must measure the specimen temperature within four (4) minutes of urination to determine sample acceptability
- 5) If the donor cannot provide a sufficient volume of urine, he/she shall remain at the collection site and be provided not more than twenty-four (24) ounces of fluids to drink. The donor shall have a period of up to two (2) hours to produce an acceptable sample.
- 6) The specimen shall be divided into two (2) parts. The collector shall pour thirty (30) ml of urine from the specimen bottle into a second specimen bottle, to be used as the primary specimen. The remainder of the urine, at least fifteen (15) ml, shall be poured into another container to be used as the split sample.
- 7) Both samples shall be shipped in a single shipping container with the appropriate chain of custody forms.
- 8) The collector and donor must be present together to complete the following process:
- a) Seal and label the specimen bottle,
  - b) Donor initials the bottle label or seal, and
  - c) The chain of custody forms must be signed and dated.

- 9) If an employee refuses to cooperate with the collection process the collector shall notify the employer representative and note the non-cooperation on the custody and control form.

#### Split Sample

- 1) If the test result of the primary specimen is positive, the employee may request that the Medical Review Officer (MRO) direct that the split specimen be analyzed.
- 2) The split sample analysis will be conducted by a DHHS-certified laboratory who will analyze the sample for presence of the drug(s) for which a positive result was obtained in the primary sample.
- 3) If the result of the test of the split sample fails to reconfirm the presence of the drug(s) or drug metabolites(s) found in the primary specimen, the MRO shall cancel the test and report the cancellation to the District.
- 4) After the MRO notifies the employee of a positive result for the presence of a drug(s) in the primary sample, the employee has up to seventy-two (72) hours to request analysis of the split sample.
- 5) All costs associated with the analysis of the split sample shall be the responsibility of the employee. If the analysis of the split sample results in a cancellation of the test, the District shall reimburse the employee for the cost of the split sample analysis.
- 6) In the event the outcome of a test is cancellation, the driver shall be returned to duty and no further action against the employee shall be taken. Any lost time and/or compensation shall be returned to the employee.

#### Inability to Provide Adequate Urine

- 1) If the employee fails to provide an adequate sample, he/she shall provide the District with an evaluation from a licensed physician designated by the District, who is acceptable to the District, concerning the employee's ability to provide a sample.
- 2) If the physician determines there is a valid medical reason precluding the employee from providing adequate urine, then the employee's failure shall not be deemed a refusal to test.
- 3) If the physician is unable to determine a valid medical reason, the employee's failure to provide adequate urine shall be considered a refusal to test.

## **Alcohol Testing**

### **Testing Procedures**

- 1) The test shall take place in a secure location that affords visual and aural privacy to prevent unauthorized persons from seeing or hearing test results.
- 2) When an employee enters the testing location, the Breath Alcohol Technician (BAT) will require him/her to provide positive identification. The test shall not proceed until positive identification of the employee is made.
- 3) An individually-sealed mouthpiece shall be opened in view of the employee and then attached to the testing unit.
- 4) The employee shall be required to blow forcefully into the mouthpiece for at least six (6) seconds or until an adequate amount of breath has been obtained.
- 5) The employee shall be shown the result both on the testing unit and the recording form. The employee shall verify both results are the same. If a result printed by the testing unit does not match the displayed result, the BAT shall declare the test invalid.
- 6) If the result of the screening test is less than 0.02 breath alcohol concentration no other testing will be conducted.
- 7) If the result of the screening test reflects an alcohol concentration of 0.02 or greater, a confirmation test shall be performed.
- 8) Prior to conducting the confirmation test the employee may not eat, drink, or place anything in his/her mouth. If possible, the employee should not belch during the waiting period. The confirmation test shall be conducted no less than fifteen (15) minutes and no more than twenty (20) minutes from the screening test.  
  
The fifteen (15) minutes waiting period is provided for the employee's benefit. This time period allows for the dissipation of any mouth alcohol, thereby helping to prevent an artificially high reading.
- 9) In the event the screening and the confirmation test results do not match, the confirmation results will be considered the final results.
- 10) If the employee refuses to sign the breath alcohol testing form or fails to provide an adequate amount of breath without a valid medical reason, the District may determine the circumstance to be a refusal to test.

### Inability to Provide Adequate Breath

- 1) If the employee fails to provide an adequate amount of breath he/she shall provide the District with an evaluation from a licensed physician, who is acceptable to the District, concerning the employee's medical ability to provide adequate breath.
- 2) If the physician determines there is a valid medical reason precluding the employee from providing adequate breath then the employee's failure shall not be deemed a refusal to test.
- 3) If the physician is unable to determine a valid medical reason, the employee's failure to provide adequate breath shall be considered a refusal to test.

Approved by the Chancellor's Cabinet  
December 5, 1995

## **Alcohol and Drug Testing Regulations for Commercial Motor Vehicle Drivers**

### **Retention of Records**

This section explains which controlled substance and alcohol test records must be completed and maintained, where they must be maintained and for how long. All records shall be maintained in a secure location with controlled access.

<b>Document To Be Maintained</b>	<b>Period Required To Be Maintained</b>
Alcohol test results indicating a breath alcohol concentration of 0.02 or greater  Verified positive controlled substance test results  Refusal to submit to required alcohol or controlled substance tests  Required calibration of Evidential Breath Testing Devices (EBT's)  Substance Abuse Professional's (SAP's) evaluations and referrals  Annual Calendar year summary	5 years
Records related to the collection process (except calibration) and required training	2 years
Negative and cancelled controlled substance test results  Alcohol test results indicating a breath alcohol concentration less than 0.02	1 year

### **Types of records required to be maintained**

- 1) Records related to the collection process:
  - Collection logbooks (if used)
  - Documents related to the random selection process
  - Calibration documentation for EBT's
  - Documentation of Breath Alcohol Technician (BAT) training
  - Documentation of reasoning for reasonable suspicion testing
  - Documentation of reasoning for post-accident testing

- Documents verifying a medical explanation for the inability to provide adequate breath or urine for testing
  - Consolidated annual calendar year summaries
- 2) Records related to the driver's test results:
- Employer's copy of the alcohol test form, including results
  - Employer's copy of the drug test chain of custody and control form
  - Documents sent to the employer by the Medical Review Officer
  - Documentation of any driver's refusal to submit to a required alcohol or controlled substance test
  - Documents provided by a driver to dispute results of test
- 3) Documentation of any other violation or controlled substance use or alcohol misuse rules
- 4) Records related to evaluations and training:
- Records pertaining to substance abuse professional's (SAP's) determination of driver's need for assistance
  - Records concerning a driver's compliance with SAP's recommendations
- 5) Records related to education and training:
- Materials on drug and alcohol awareness, including a copy of the employer's policy on drug use and alcohol misuse
  - Documentation of compliance with requirement to provide drivers with educational material, including driver's signed receipt of materials
  - Documentation of supervisor training
  - Certification that training conducted under this rule complies with all requirements of the rule
- 6) Records related to drug testing:
- Agreements with collection site facilities, laboratories, MROs, and consortia
  - Names and positions of officials and their role in the employer's alcohol and controlled substance testing program
  - Monthly statistical summaries of urinalysis (40.29(g)(6))
  - The employer's drug testing policy and procedures

**Location of records:**

All required records shall be maintained in a secure location with limited access. Records shall be made available for inspection at the employer's principal place of business within two (2) business days after a request has been made by an authorized representative of the Federal Highway Administration.

For example: Specific records may be maintained on computer or at a regional or terminal office, provided the records can be made available upon request from FHWA within two (2) working days.

Approved by the Chancellor's Cabinet  
December 5, 1995

# Emergency Planning, Preparedness, and Response Definitions

## DEFINITIONS

**Command Staff** – in an incident management organization, the Command Staff consists of the Incident Commander and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander.

**Disaster Service Worker** – includes public employees and any unregistered person impressed into service during a State of War Emergency, a State of Emergency, or a Local Emergency by a person having authority to command the aid of citizens in the execution of his or her duties.

**Emergency** – a condition of disaster or of extreme peril to the safety of persons and property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or other conditions, other than conditions resulting from a labor controversy.

**Emergency Operations Center (EOC)** – a location from which centralized emergency management can be performed. It is the physical location at which the coordination of information and resources to support domestic incident management activities will normally take place. EOC facilities are found at the local government, operational area, region, and state levels in SEMS. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization with a jurisdiction. EOCs may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., federal, state, regional, county, city, tribal), or some combination thereof.

**General Staff** – a group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief; Planning and Intelligence Section Chief; Logistics Section Chief; and Finance and Administration Section Chief.

**Incident** – an occurrence or event, either human-caused or by natural phenomena, that requires action by emergency response personnel to prevent or minimize loss of life or damage to property and/or natural resources. Incidents may, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wild-land and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

**Incident Command System (ICS)** – the nationally used standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS is the

combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with responsibility for the management of resources to effectively accomplish stated objectives pertinent to an incident. It is used for all kinds of emergencies and is applicable to small, as well as large and complex, incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

**Incident Commander (IC)** – the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

**Inter-agency Coordination** – as it applies to SEMS, means the participation of various agencies and disciplines involved at any level of the SEMS organization working together in a coordinated effort to facilitate decisions for overall emergency response activities, including the sharing of critical resources and the prioritization of incidents.

**Master Mutual Aid Agreement (MMAA)** – Mutual Aid is provided between and among local jurisdictions and the state under the terms of the California Disaster and Civil Defense Master Mutual Aid Agreement. This agreement was developed in 1950 and has been adopted by California's incorporated cities, all fifty-eight (58) counties, and the State. Under this agreement, cities, counties, and the State joined together to provide for a comprehensive program of voluntarily providing services, resources, and facilities to jurisdictions when local resources prove to be inadequate to cope with a given situation. The agreement states that each party agrees to furnish resources and facilities and to render services to each and every other party to combat any type of disaster. However, no party is required to unreasonably deplete its own resources, facilities, and services in the process of furnishing Mutual Aid. The mutual aid systems, current and planned, form the essential links within SEMS.

**National Incident Management System (NIMS)** – a comprehensive, national approach to incident management that is applicable at all jurisdictional levels and across functional disciplines. NIMS provides for a consistent nationwide template to enable all government, private-sector, and nongovernmental organizations to work together during domestic incidents. (Homeland Security Presidential Directive-5 directed the Secretary of Homeland Security to develop and administer a National Incident Management System – NIMS).

**Operational Area** – one of the five organizational levels in SEMS. An Operational Area consists of a county, and all political subdivisions within the county area. Operational Areas facilitate the coordination of resources between its member jurisdictions. Operational Areas also serve as a communication and coordination link between the Region and State level EOCs and local government EOCs within the Operational Area.

**Standardized Emergency Management System (SEMS)** – provides for a five-level emergency response organization, activated as needed, to provide an effective response to emergencies involving multiple agencies or jurisdictions. SEMS provides

an organizational framework and guidance for operations at each level of the State's emergency management system. It provides the umbrella under which all response agencies may function in an integrated fashion. SEMS is designed to be flexible and adaptable to the varied emergencies that can occur in California, and to meet the emergency management needs of all responders.

Reviewed and Recommended by  
Chancellor's Cabinet  
November 10, 2009

Reviewed by  
District Consultation Council  
November 17, 2009; January 26, 2010

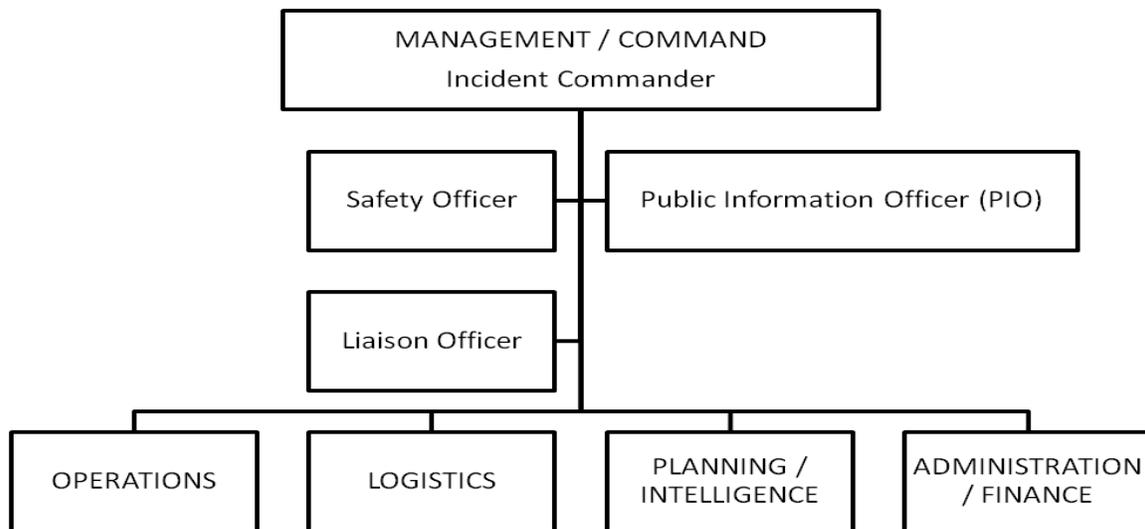
## Emergency Planning, Preparedness, and Response Procedure – Incident Command System

### Incident Command System (ICS)

#### 1) ICS Structure

Within SEMS and NIMS, an emergency response organization consists of five Sections. Each one of the five functions has certain roles and responsibilities during a disaster or campus emergency. The Management Division oversees response activities in consultation with the section chiefs of the Operations; Logistics; Planning and Intelligence; and Finance and Administration. Each of these Sections, in turn, has a team or teams tasked with implementing very specific components of the District and College emergency response plan. These teams and their affiliate sections are outlined in the figure below.

Figure – Sample ICS Organizational Chart



#### 2) BICS Command Staff Responsibilities

**Management and Command** — responsible for policymaking with respect to disaster planning and preparedness and for overall coordination of emergency response and recovery activities. This section has four team members, the Incident Commander, the Public Information Officer (PIO), the Safety Officer, and the Liaison Officer. During a campus emergency, the Management Team is responsible for coordinating all response activities.

**Incident Commander (IC)** — responsible for assessing the severity of the incident, establishing management objectives, tracking resource availability, developing and monitoring the response action plan, ensuring proper incident documentation, and assigning and releasing staff as needed.

**Public Information Officer (PIO)** — acts as the liaison between the school, the media, and the public. The PIO must be aware of all incident response activities and is the only person authorized to speak to the media.

**Safety Officer (SO)** — charged with the safety of students, staff, and others on campus during response activities. The SO has the authority to stop any response activity that would create an unsafe situation or put anyone at risk.

**Liaison Officer (LO)** — is the point of contact and coordination between the IC and public agencies and organizations (such as the American Red Cross, or the local utility company) working on campus in support of response activities.

3) CS General Staff (Section Chiefs)

**Operations** — responsible for response preparedness of Communications, Search and Rescue, First Aid, Student Release/Staff Accounting, Assembly/Shelter, and Maintenance/Fire Teams. During a disaster, this Section directs response activities of all of these teams and coordinates that response with Management and Command.

**Logistics** — prior to a disaster, this Section is in charge of creating a transportation plan, and insuring that there are adequate supplies of food, water, and equipment for crisis response. During an emergency, the Section's two teams, the Supplies and Staffing Team and the Transportation Team provide services, personnel, equipment, materials, and facilities, as needed.

**Planning and Intelligence** — responsible for creating the action plans and checklists that will be used by all Sections during crisis response and recovery. This Section is comprised of two teams: the Situation Status Team and the Documentation Team. During an emergency, these teams gather, analyze, disseminate, and record information critical to the operation of the Management and Command section.

**Finance and Administration** — in charge of creating policy and procedure for documenting costs associated with emergency response. This Section has one team, called the Recordkeeping Team. During a disaster they activate contracts with vendors, keep pay records, track receipts, and account for expenditures. Their efforts make it possible for schools to reclaim costs associated with response and recovery activities from the state.

The Kern Community College District does not have a law enforcement department and is dependent on local, state, and federal responders. In most major emergencies, the District is subordinate to the designated incident commander who will be assigned by local, state, or federal responders. Only organizational Sections that are required will be activated. The size of the District and/or College Incident Command Team supporting the incident will be dictated by the size and complexity of the incident.

Reviewed and Recommended by  
Chancellor's Cabinet  
November 10, 2009

Reviewed by  
District Consultation Council  
November 17, 2009; January 26, 2010

## Emergency Planning, Preparedness, and Response Procedures

### 1) Emergencies and Incidents

The District and/or College Incident Command Structure shall provide for the combination of facilities, equipment, personnel, procedures, and communications, operating within a common organizational structure, which is responsible for the management of resources to effectively accomplish the District and/or College stated objectives in response to an incident.

The District and Colleges' emergency response plans shall provide information on preparedness, prevention, response, recovery, and mitigation policies and procedures. The District and College emergency response plans shall also provide information on coordinating with the appropriate local, state, and federal government authorities and nongovernmental entities on comprehensive emergency management and preparedness activities.

The types of emergencies and incidents covered by the District and College emergency response plans include, but are not limited to the following:

- Adverse Weather
- Armed Gunman; Active Shooter; Hostage Situation
- Civil Disturbance
- Criminal; Violent Behavior
- Earthquakes
- Explosion; Bomb; Suspicious Package; Terrorist Threat
- Fire and Threat of Fire
- Flood
- Hazardous Material Incident
- Major Utility Failure or Power Outage (prolonged)

Action related to specific emergency or disaster incidents shall be in accordance with the District and/or College emergency response plan. Nothing in the emergency response plan shall limit the use of good judgment and common sense in dealing with matters not fully covered therein. The District and College emergency response plans shall be subordinate to local, state, or federal incident action plans during a disaster declared by those authorities.

### 2) Emergency Response Priorities

During an incident, emergency response priorities shall be designated as Priority One, Priority Two, or Priority Three according to the following:

- a) Priority One — Preservation of Life Safety (e.g., evacuation, medical care, shelter, etc.)
- b) Priority Two — Protection and Maintenance of Property
- c) Priority Three — Recovery and Return to Pre-emergency Operations

### 3) Emergency Response Levels

An emergency event or incident at the District and/or College shall be designated as a Level 1, Level 2, or Level 3 situation according to the following:

- a) Level 1 — a localized, contained incident that is quickly resolved with internal resources or limited help.

- 1. Emergency Level 1: Minor Emergency

- This is defined as any isolated incident, which will not seriously affect the overall functional operation of the District and/or College site. These may include minor electrical failures, individual medical incidents, or a minor hazardous material spill. The District and/or College Emergency Operations Center (EOC) may not be activated. The primary response coordination is by the first responding personnel, a building emergency team member, or public safety. During an Emergency Level 1 situation, single building evacuations may occur and the involved personnel may call 9-1-1. In all cases, Public Safety shall be called for assistance and to document the incident.

- b) Level 2 — a major emergency that impacts portions of the District and/or College campus, and that may affect mission-critical functions or life safety.

- 1. Emergency Level 2: Major Emergency

- This is defined as any on- or off-District or College site incident that could disrupt the operation of the District and/or College site. Major emergencies are typified by campus impact, including disruption of instruction or key services. These may include an uncontrolled fire, an explosion, an uncontained hazardous materials accident, an earthquake, a major utility outage or disruption, a bomb threat, and certain criminal acts or civil unrest. The District and/or College Emergency Operation Center (EOC) may be activated during Level 2 emergencies.

- c) Level 3 — an emergency that involves the entire District and/or College and surrounding community.

- 1. Emergency Level 3: Disaster

- This is defined as any event or occurrence on- or off-District or College site that has seriously disrupted, or has the potential to seriously disrupt, District and/or College operations and functions. These may include a regional utility outage, a major earthquake, a major hazardous materials accident, community flooding, uncontrolled wildfire, or large-scale civil unrest. At this emergency level, it is anticipated the response and resource capabilities will be exceeded and overwhelmed.

### 4) Emergency Response Plan Evaluation

Yearly reviews of the District and College emergency response plans shall be conducted to insure the plans are up-to-date and accurate. This review shall include legislative updates, updates of relevant operational procedures, a review of

practical applications, and updates of informational materials to all Kern Community College District staff at all sites. Each year the District and College shall update telephone and fax directories, emails, personnel rosters, resource lists, and physical plant changes affecting the implementation of the Emergency Response Plan. Changes to the plan shall be made and distributed immediately.

Reviewed and Recommended by  
Chancellor's Cabinet  
November 10, 2009

Reviewed by  
District Consultation Council  
November 17, 2009; January 26, 2010

## **Automated External Defibrillator Program Procedures**

In the event of Sudden Cardiac Arrest, the procedures for the use of an Automated External Defibrillator device, pursuant to [Policy 11K](#) of the Kern Community College District, shall be as indicated below:

### 1. Emergency Procedures

A designated District or College Liaison who receives a report of or encounters a possible Sudden Cardiac Arrest victim shall do the following:

- a. Immediately call 9-1-1, then notify the designated District or College Liaison who will respond with the nearest Automated Defibrillator device to the scene. [See [Appendix 11K\(b\)](#)]
- b. Provide first aid, including use of Automated External Defibrillator, as needed, until relieved by paramedics.
- c. Collect information for completion of Contracted Agency Injury/Illness Report. All reports are submitted through the designated District or College Liaison chain of command.

### 2. Post Automated External Defibrillator Deployment Procedures

The designated District or College Liaisons who deploy an Automated External Defibrillator device shall do the following:

- a. Data collection:
  - Complete the Contracted Agency Injury/Illness Report form.
- b. Event Automated External Defibrillator Data Download:
  - In every event in which an Automated External Defibrillator is deployed and used, even if a no shock decision is made (electrode pads applied), the designated District or College Liaison deploying the Automated External Defibrillator shall notify the Contracted Agency of the deployment. A Contracted Agency employee will be deployed to the scene to conduct the mandatory on-site downloading of data from the Automated External Defibrillator. Do not return the Automated External Defibrillator to its original location until all pertinent event information has been downloaded, and the data card and Automated External Defibrillator has been restocked and inspected for further use.

### 3. Roles and Responsibilities

#### a. Contracted Agency

The Contracted Agency refers to the Agency that the Kern Community College District has contracted with to provide required training and administration of the Automated External Defibrillator Program.

#### b. Program Medical Director

The Program Medical Director, provided by the Contracted Agency, oversees the Automated External Defibrillator Program for the Kern Community College District. This includes ensuring that the training content is of high quality and the proper procedures are followed. The Program Medical Director is also responsible for reporting to the Kern Community College District Program Liaison any changes in legal requirements related to the Automated External Defibrillator training and use.

#### c. Contracted Agency Coordinator

The Contracted Agency Coordinator oversees the Automated External Defibrillator Program and coordinates the development and maintenance of the Automated External Defibrillator Program by ensuring compliance with all legal requirements. The Contracted Agency Coordinator has the responsibility of reviewing and maintaining all Automated External Defibrillator equipment inspection records provided by the designated District or College Liaison.

#### d. Program Oversight/ Program Liaisons

The site Liaison responsibility will be assigned to an administrator for overall management and administration of the Automated External Defibrillator at the District or College site. The Kern Community College District shall contract with a professional services agency to provide program and medical oversight, training, and on-call services. Each site will assign one primary Liaison and a back-up Liaison.

#### e. District Program Liaison

The Kern Community College District Program Liaison shall be the Director, Human Resources and shall be the responsible person for ensuring Kern Community College District compliance with inspection procedures for Automated External Defibrillator equipment as established in the Automated External Defibrillator Standard Operating Procedures Manual. Any discrepancies in the Automated External Defibrillator equipment shall be reported to the Contracted Agency Program Medical Director immediately.

The District Program Liaison shall ensure that the designated College Liaison's Automated External Defibrillator certification is kept current by coordinating with the Contracted Agency Coordinator to receive any required and refresher training. The Kern Community College District Program Liaison shall facilitate required training and provide Automated External Defibrillator inspection documentation to the Contracted Agency Coordinator for Contracted Agency records.

4. Automated External Defibrillator Daily Check List [See [Appendix 11K\(a\)](#)]

- a. An Automated External Defibrillator Daily Check List shall be maintained and kept with each Automated External Defibrillator device. [See [Appendix 11K\(a\)](#)]
- b. Each designated District and College Liaison will ensure that each available Automated External Defibrillator in their area of responsibility is checked daily and the results so noted on the Automated External Defibrillator Daily Check List.
- c. If an Automated External Defibrillator is not available for use, i.e. closed office, vehicle not in use, etc., it need not be checked. The reason for not checking the Automated External Defibrillator must be noted on the Automated External Defibrillator Daily Check List at the next check.
- d. At the completion of each month, each Automated External Defibrillator Daily Check List will be sent, original by mail and copy by fax, to the Kern Community College District Program Liaison. The Kern Community College District Program Liaison will ensure the forms are completed and forwarded to the Contracted Agency Coordinator who provides training for the program.

Reviewed and Recommended by  
Chancellor's Cabinet  
January 27, 2009

Reviewed and Recommended by  
District Consultation Council  
April 21, 2009

# Appendix

Automated External Defibrillator Program Daily Checklist

AED DAILY CHECKLIST			<b>MONTH/YEAR:</b>
Site Name		Primary Liaison:	
Site Address:		Backup Liaison:	
Site Phone:			
Type of Unit:	Portable *	Wall Mounted *	Electrode Expiration Date:
Specific Location of Unit:			
SERIAL # OF AED:			SDCC PD AED #

Month Date	Green Light		Initials & ID number of person Performing Check	Comments (Optional)
	Yes	No		
1	*	*		
2	*	*		
3	*	*		
4	*	*		
5	*	*		
6	*	*		
7	*	*		
8	*	*		
9	*	*		
10	*	*		
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28	*	*		
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31	*	*		

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Submitted By (Signature of AED Program Liaison)

Date Submitted

January 27, 2009

Reviewed and Recommended by  
District Consultation Council  
April 21, 2009

## Automated External Defibrillator Location

AED #	Location	Type/Serial Number
1	Kern Community College District First Floor 2100 Chester Avenue Bakersfield, CA 93301	
2	Kern Community College District Second Floor 2100 Chester Avenue Bakersfield, CA 93301	
3	Bakersfield College BC – Public Safety Car 1801 Panorama Drive Bakersfield, CA 93305	
4	Bakersfield College BC – Public Safety Car 1801 Panorama Drive Bakersfield, CA 93305	
5	Bakersfield College BC – Public Safety Car 1801 Panorama Drive Bakersfield, CA 93305	
6	Bakersfield College BC – Student Health Center 1801 Panorama Drive Bakersfield, CA 93305	
7	Bakersfield College BC – Fitness Center – Gym 1801 Panorama Drive Bakersfield, CA 93305	
8	Bakersfield College BC – Renegade Room 1801 Panorama Drive Bakersfield, CA 93305	
9	Bakersfield College BC – Campus Center 1801 Panorama Drive Bakersfield, CA 93305	
10	Bakersfield College BC – Public Safety Car 1801 Panorama Drive Bakersfield, CA 93305	

<b>AED #</b>	<b>Location</b>	<b>Type/Serial Number</b>
11	Cerro Coso Community College Indian Wells Valley IWV – Main Building 3000 College Heights Blvd. Ridgecrest, CA 93555	
12	Cerro Coso Community College Indian Wells Valley IWV – M&O Building 3000 College Heights Blvd. Ridgecrest, CA 93555	
13	Delano Center Science & Technology Building – Main Building - Atrium 1450 Timmons Avenue Delano, CA 93215	
14	Porterville College PC – Student Health Center 100 East College Avenue Porterville, CA 93257	
15	Porterville College PC – Student Health Center 100 East College Avenue Porterville, CA 93257	
16	Eastern Sierra Center – Bishop Main Building 4090 W. Line Street Bishop, CA 93514	
17	Mammoth Lakes Center Main Building 101 College Parkway Mammoth Lakes, CA 93546	
18	Kern River Valley Main Building 5520 Lake Isabella Blvd. Lake Isabella, CA 93240	

Reviewed and Recommended by  
Chancellor's Cabinet  
January 27, 2009

Reviewed by  
District Consultation Council  
April 21, 2009