

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.

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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

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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.

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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.

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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.