

WEST KERN COMMUNITY COLLEGE DISTRICT  
AGENDA FOR SPECIAL MEETING

January 8, 2025

Cougar Room  
(Access Through the Library Entrance)  
29 Cougar Court  
Taft, California 93268

4:45 p.m.

**A. Accessibility.** In compliance with the Americans with Disabilities Act, if you need special assistance to access the meeting room or to otherwise participate in this meeting, including auxiliary aids or services, please contact Sarah Criss at (661) 763-7711. Notification at least 48 hours prior to the meeting will enable the Governing Board to make reasonable arrangements to ensure accessibility to the meeting.

**B. Obtaining Public Records.** A copy of the Board packet, including documents relating to any open session item are available to members of the public on the District website and also at the District Office. Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session on this agenda will be made available for public inspection in the District Office located at 29 Cougar Ct., Taft, California, during normal business hours. These documents will be made available to the public at the same time that they are made available to a majority of the Board.

**C. Language Assistance.** The District welcomes Spanish and other language speakers to Board meetings. Anyone planning to attend and needing an interpreter should call Sarah Criss at (661) 763-7711 forty-eight (48) hours in advance of the meeting so that arrangements can be made for an interpreter. El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretacion llame al (661) 763-7711 (48) horas antes de la junta, para poder hacer arreglos de interpretacion.

**D. Addressing the District Board.** The Board encourages public participation and involvement. Community members will therefore have several opportunities to address the Board. However, please respect the Board's time and the need for efficient board meetings. The Board also requests that comments be respectful and professional.

1. **Agenda Items.** If you wish to address the Board on an agenda item, please do so when that item is called. Oral presentations will be limited to a maximum of five (5) minutes. Time limitations are at the discretion of the Board President.
2. **Non-Agenda Items.** Individuals have an opportunity to address the Board during the period set aside for Public Comment on Items of General Interest on topics within the subject matter jurisdiction of the Board **not** listed on the agenda. Oral presentations will be limited to a maximum of five (5) minutes, with a total of thirty (30) minutes designated for this portion of the agenda.


**E. Questions for the Board.** Individuals with questions on District issues may submit them in writing. The Board will refer such requests to the Superintendent, who will endeavor to respond to your questions after the meeting.

**F. Placing issues on the Board Agenda.** Items from the public pertaining directly to College business may be placed on the Board agenda by submitting the request in writing to the Office of the Superintendent. The proposed agenda item will be reviewed and placed, if appropriate, on the Board's agenda within a reasonable period of time. Please contact the Office of the Superintendent at (661) 763-7711 for further information.

1. CALL TO ORDER
2. PUBLIC COMMENT ON OPEN SESSION AGENDA ITEMS
3. NEW BUSINESS
  - A. First Reading – Proposed Revisions to Faculty Collective Bargaining Agreement – Employee-Employer Relations
4. NEXT MEETING DATE  
The next regular meeting is tentatively scheduled for Wednesday, January 8, 2025, at 5:00 p.m.
5. ADJOURNMENT



# BOARD AGENDA ITEM

**Date:** December 19, 2024   
**Submitted by:** Heather del Rosario, Vice President of Human Resources  
**Area Administrator:** Dr. Todd Hampton, Acting Superintendent/President  
**Subject:** Information Item

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**Board Meeting Date:** January 8, 2024

**Title of Board Item:**

First Reading: Proposed revisions to Faculty Collective Bargaining Agreement- Employee-Employer Relations

**Background:**

As part of continuing dialogue through the Taft College Faculty Collective Bargaining Committee, the parties have reached a consensus regarding the addition of Article 8.3 "Grievance" to the TCFA Collective Bargaining Agreement ("CBA").

The parties agree effective January 1<sup>st</sup>, 2025, to the addition of Article 8.3 "Grievance" to the TCFA CBA. Grievance Process Language was approved to use in the interim with an expiration date of March 21, 2025. The bargaining committee will continue review of the language with the intention to finalize grievance language.

The attached MOU and Exhibit A outlines the details of the interim changes to the relevant section of the TCFA CBA. Exhibits B through E include the interim forms that will be utilized throughout the grievance process.

**Terms (if applicable):**

N/A

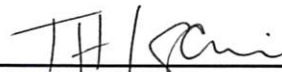
**Expense (if applicable):**

N/A

**Fiscal Impact Including Source of Funds (if applicable):**

N/A

**Approved:**



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Dr. Todd Hampton, Acting Superintendent/President

**Memorandum of Understanding Between  
Taft College Faculty Association (TCFA/CTA/NEA)  
And  
West Kern Community College District**

**FACULTY GRIEVANCE PROCESS**

This Memorandum of Understanding (“MOU”) is made by and between the Taft College Faculty Association (“TCFA/CTA/NEA”) and the West Kern Community College District (“District”) (collectively referenced as the “parties”) with respect to the following recitals:

As part of continuing dialogue through the Taft College Faculty Collective Bargaining Committee, the parties have reached a consensus regarding the addition of Article 8.3 “Grievance” to the TCFA Collective Bargaining Agreement (“CBA”).

1. The above recitals are true and correct.
2. The parties agree effective January 1st, 2025, to the addition of Article 8.3 “Grievance” to the TCFA CBA. Grievance Process Language was approved to use in the interim with an expiration date of March 21, 2025. The bargaining committee will continue review of the language with the intention to finalize grievance language.
3. Attached is Exhibit A which outlines the details of the interim changes to the relevant section of the TCFA CBA. Additionally, Exhibits B through E include the interim forms that will be utilized throughout the grievance process.
4. Except as set forth in this MOU, all other terms and conditions of the CBA shall remain unchanged.
5. This MOU will become effective after ratification by the TCFA/CTA/NEA members and the District’s Governing Board.

\_\_\_\_\_  
Billy White, President  
Board of Trustees  
West Kern Community College District

\_\_\_\_\_  
Ruby Payne, President  
Taft College Faculty Association/CTA/NEA

Dated: \_\_\_\_\_, 2025

Dated: \_\_\_\_\_, 2025

Board Approval:  
First Presentation: \_\_\_\_\_  
Second Presentation/Approval: \_\_\_\_\_

## TCFA

December ??, 2024 through June 30, 2026

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**ARTICLE 8.3-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 2** of this Agreement or the Association making the claim.
3. A "day" is any contract day which falls within the academic calendar, excluding holidays, breaks and weekends.
4. An "Immediate Educational Administrator" has immediate jurisdiction over the Grievant and is not within the same bargaining unit as the Grievant.

**C. Conditions of Grievance Processing**

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

**Article 8.3 GRIEVANCE (continued)**

- 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. A grievant wishing to advance a grievance to arbitration must obtain approval from the Association before a hearing may be scheduled.
  10. The District alone shall pay the arbitrator's fees and expenses and the costs of proceedings as determined by the arbitrator for grievances on termination (Education Code Section 87677).

**D. Grievance Resolution Process****1. Informal Resolution of Potential Grievances**

- a. The Informal Resolution Process attempts to resolve the problem through an informal conference with the immediate Educational Administrator within sixty (60) days of the time a contract violation is alleged to have occurred and before a written Grievance is filed.

## Article 8.3 GRIEVANCE (continued)

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

Article 8.3 GRIEVANCE (continued)

**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 found on the District's portal under the "Employee Forms" tab and the decision given by the immediate Educational Administrator at Level 1. It must also cite the specific reason(s) for the appeal. See District's portal, "Employee Forms" for the **Level 2 Grievance form**.
- 3) Within fifteen (15) days after receiving the grievance, the College President or designee shall conduct an investigation, including a meeting with the grievant and their representative, 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 mediation within ten (10) days after the decision of the College President. The written appeal shall be delivered to the office of the College President.
- 2) The written appeal must include copies of the original grievance and the decisions through Level 1 and Level 2 of this procedure and also cite the specific reasons for this appeal. See District's portal, "Employee Forms" for the **Level 3 Grievance form**.
- 3) The grievant or the Association shall contact the California State Mediation and Conciliation Service to request the appointment of a mediator and the parties will work to schedule a date for mediation with the appointed mediator.
  - a) The mediator shall attempt to find a mutually acceptable resolution to the Grievance.
  - b) The mediator shall not issue any public statement of fact or opinion on the issue.
  - c) Conciliation Mediation or settlement positions of either party shall not be introduced at any other grievance level.
  - d) The College President or designee shall transmit to the Grievant within fifteen (15) days of the termination of the mediation a written decision, including the reasons for the decision. If the mediation has produced a



**Article 8.3 GRIEVANCE (continued)**

mutually acceptable solution, that solution shall be reduced to writing in a settlement agreement signed by the parties.

**d. Level 4**

- 1) If the Grievance is not resolved through mediation, the Grievant may request that the Association proceed to binding arbitration. The District shall be notified in writing of the decision to proceed to binding arbitration within fifteen (15) days of notice from the mediator at the end of the mediation process.
- 2) The written appeal must include the original grievance and copies of the decisions through Level 2 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 five (5) days, the Association shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service and the parties shall meet to alternate the striking of names until the selected mediator's name remains. The selection of the arbitrator and arbitration hearing shall be conducted under the rules of the California State Mediation and Conciliation Service.
- 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 College President or designee and will be final and binding on all parties.



29 Cougar Court, Taft Ca 93268  
(661)763-7700

### Article 8.3 - WKCCD 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



29 Cougar Court, Taft Ca 93268  
 (661)763-7700

**Article 8.3 - Faculty Grievance: Level 1**

Grievant:

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



29 Cougar Court, Taft Ca 93268  
(661)763-7700

## Article 8.3 - WKCCD Faculty Grievance: Level 2

Grievant:

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:



29 Cougar Court, Taft Ca 93268  
(661)763-7700

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## Article 8.3 - WKCCD Faculty Grievance: Level 3

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Grievant:

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Department/Division:

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**A COPY OF THE ORIGINAL GRIEVANCE AND THE DECISIONS THROUGH LEVEL 1 AND 2  
MUST BE ATTACHED TO THIS FORM.**

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Specific Reason for This Appeal:

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Election of Grievant to Proceed by (Check One):

- A meeting with the Chancellor or Designee, or
- Conciliation by the California State Conciliation Service

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Grievant's Signature

Date

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Original to: Educational Administrator

Copy to: Grievant and Association

Revised 12/2024