

WEST KERN COMMUNITY COLLEGE DISTRICT
AGENDA FOR SPECIAL MEETING

March 12, 2025

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

7:15 p.m.

Directly Following the Regular Meeting

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 ITEMS
3. NEW BUSINESS
 - A. Second Reading and Request for Approval – Proposed Revision to Faculty Collective Bargaining Agreement – Grievance Process
4. NEXT MEETING DATE
The next regular meeting is scheduled for Wednesday, April 9, 2025, at 5:00 p.m.
5. ADJOURNMENT

BOARD AGENDA ITEM

Date: February 28, 2025
Submitted by: Heather del Rosario, Vice President of Human Resources 
Area Administrator: Leslie Minor, Ph.D., Interim Superintendent/President
Subject: Request for Approval

Board Meeting Date: March 12, 2025

Title of Board Item:

Request for Approval: Proposed Revisions to Faculty Collective Bargaining Agreement – Grievance Process

Background:

As part of the 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 propose the addition of the attached language and related forms be effective upon Board approval.

Terms (if applicable):

Effective Upon Board Approval

Expense (if applicable):

N/A

Fiscal Impact Including Source of Funds (if applicable):

N/A

Approved: 

Leslie Minor, Ph.D., Interim 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 March 1st, 2025, to the addition of Article 8.3 “Grievance” to the TCFA CBA.
3. Attached is Exhibit A which outlines the details of the changes to the relevant section of the TCFA CBA. Additionally, Exhibits B through E include the 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.

Dr. Kathy Orrin, 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: _____

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 faculty 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 faculty 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 faculty 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 faculty member(s) specified in **Article 2&3** 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 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 will be delivered in two (2) good faith attempts via hand delivery, email, and/or by postage to the address available in the College records. By attempting two (2) forms of delivery it 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 **Informal Grievance Summary** 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 faculty 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 parties may agree to reduced time limits 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 Administrator within thirty (30) 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 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 Administrator will provide the written acknowledgement within five (5) days using the Informal Grievance Form in the appendix.
- e. If the immediate 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 **Faculty Grievance: Level 1** (found on the Human Resources website) to the immediate 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 Human Resource website for the link to access the **Faculty Grievance: Level 1 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 Administrator by the Grievant.
- 5) The immediate 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 Superintendent/President or designee within ten (10) days after the decision of the immediate Administrator is given.
- 2) The **Faculty Grievance: Level 2** form must be accompanied by the **Faculty Grievance: Level 1** and the response from the immediate Administrator. It must also cite the specific reason(s) for the appeal. See District's Human Resource website for the link to access the **Faculty Grievance: Level 2 form**.
- 3) Within fifteen (15) days after receiving the grievance, the Superintendent/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 Superintendent/President. The written appeal shall be delivered to the office of the Superintendent/President.
- 2) The written appeal documented on **Faculty Grievance: Level 3** form 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 Human Resources website for the link to access the **Faculty Grievance: Level 3 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 Superintendent/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 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 arbitrator'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 award compensation limited to actual salary or benefits loss for claims involving salary or benefits, and for specific non-monetary directives to claims not involving salary or benefits. The decision of the arbitrator shall be submitted to the Association and the Superintendent/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 faculty 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 Administrator	
Names of other attendees	
Issue for Informal Grievance: <i>To Be Completed by Grievant</i>	
Summary of Informal Conference: <i>To Be Completed by Administrator</i>	
Resolution (if applicable): <i>To Be Completed by Administrator</i>	
Signature of Administrator	Date

Revised 02/2025



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

Article 8.3 - WKCCD Faculty Grievance: Level 1

Grievant:

Department/Division:

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

Original to: Administrator

Copy to: Grievant and Association

Revised 2/2025

If additional space is needed please attach a separate page to this form.



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

Article 8.3 - WKCCD Faculty Grievance: Level 2

Grievant:

Department/Division:

Superintendent/President/Designee:

A COPY OF THE ORIGINAL GRIEVANCE AND THE DECISION GIVEN BY THE IMMEDIATE ADMINISTRATOR AT LEVEL 1 MUST BE ATTACHED TO THIS FORM.

Reason for Appeal:

Grievant's Signature:

Date

SUPERINTENDENT/PRESIDENT/DESIGNEE'S RESPONSE

Date Appeal Received:

Superintendent/President/Designee's Signature:

Date

Title:



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

Article 8.3 - WKCCD Faculty Grievance: Level 3

Grievant:

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 ther Superintendent/President or Designee,
or
- Conciliation by the California State Conciliation Service

Grievant's Signature

Date

Original to: Administrator

Copy to: Grievant and Association

Revised 2/2025

If additional space is needed please attach a separate page to this form.