

AGREEMENT

Between

**THE BOARD OF TRUSTEES OF THE
WEST KERN COMMUNITY COLLEGE DISTRICT**

And

**TAFT COLLEGE FACULTY ASSOCIATION
CTA/NEA**

2023-2026

Ratified: TBD

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ARTICLE 1: AGREEMENT

- 1.1** The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the **WEST KERN COMMUNITY COLLEGE DISTRICT** (“District”) and the **TAFT COLLEGE FACULTY ASSOCIATION, CTA/NEA** (“Association”). This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 et seq, of the Government Code (“Act”).

ARTICLE 2: RECOGNITION

- 2.1** The District recognizes the Association as the Exclusive Representative for the faculty bargaining unit identified by the District in its resolution dated May 5, 1976, which is attached as Appendix “A”. Excluded from coverage under this Agreement are all other employees of the District.

ARTICLE 3: DEFINITIONS

- 3.1** The definitions set forth in this Article apply to each Article and paragraph of this Agreement except where an individual Article or paragraph contains a specific and different definition of the same word or phrase.
- 3.2** “Academic year” shall mean the period from the first workday of the Fall semester to the last workday of the following Spring semester.
- 3.3** “District” or “employer” means the West Kern Community College District, its officers, agents, or representatives, or their respective designees.
- 3.4** “Faculty” refers collectively to all District employees who are included in the bargaining unit described in Appendix A.
- 3.5** “Faculty member” shall mean an individual employee who is included in the bargaining unit described in Appendix A.
- 3.6** “Fiscal year” shall mean the period from July 1 of one calendar year to June 30 of the following calendar year.
- 3.7** “Immediate family” shall mean the spouse and parents, stepparents, foster parents, legal guardians, children, foster children, stepchildren, grandparents, grandchildren, sons and daughters-in-law, brothers or sisters of the faculty member or of the faculty member’s spouse, or any person living in the immediate household of the faculty member. Under special circumstances a person who is not specifically listed may be included within the definition of “family” for purposes of utilizing applicable leave provisions of this Agreement, upon approval by the AEER committee.

- 3.8 “Regular faculty” or “regular faculty member” refers to the District’s full-time contract (probationary) employees who are employed pursuant to Education Code sections 87605, 87608(b), or 87608.5(b) and tenured (permanent) employees who are employed pursuant to Education Code sections 87605 or 87609 collectively or individually.
- 3.9 “Temporary faculty” refers to part-time or adjunct faculty who are employed up to and including sixty-seven percent (67%) of a full-time equivalent faculty assignment in accordance with Education Code section 87482.5.

ARTICLE 4: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 4.1 A faculty member who is a member of the Association, or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified Chapter/CTA/NEA dues or assessments in the Association. The authorization shall continue in effect from year to year unless revoked in writing.
- 4.1.1 The District shall deduct dues from the regular salary check of the faculty member each month for ten months. Deductions for faculty members who sign an authorization after commencement of the academic year shall be appropriately pro-rated to complete payments by the end of the current academic year.
- 4.1.2 With respect to all sums deducted, the District agrees promptly to remit monthly, within a reasonable time following the date of deduction. The remittance shall be accompanied by an alphabetical list of faculty members for whom the deductions have been made which indicates the amount deducted for each faculty member.
- 4.1.3 The Association agrees to furnish any information necessary for the District to fulfill the provisions of this Article.
- 4.2 Upon appropriate written authorization, the District shall process payroll deductions, annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.

ARTICLE 5: LEAVES OF ABSENCE

- 5.1 **General Provisions:** A faculty member who receives a paid leave of absence, unless otherwise provided in this Article, shall receive wages and District fringe benefit contributions as if the faculty member were in regular status.
- 5.1.1 A faculty member who is on an unpaid leave during any pay period shall receive the District fringe benefit (health and welfare) contribution for the balance of the pay period.

Except as provided by paragraph 5.1.1, a faculty member shall be allowed to maintain fringe benefit coverage pursuant to the terms of the District's insurance plans by making payment of the applicable premium or premiums in the manner required by the District.

- 5.1.2 A faculty member must contact the appropriate Educational Administrator sufficiently in advance of returning from a leave in order to allow for any necessary assignment modifications.
- 5.1.3 A faculty member who is absent from work other than for days authorized by State Law or by the Agreement is absent without leave ("AWOL"). The District will deduct a salary amount equal to the ratio of days absent to the days of required annual service for unauthorized absences. In addition, a faculty member who is absent without leave, or who fails to return to work as scheduled, may be subject to disciplinary action.
- 5.1.4 At its discretion, the District may require a physician's verification of an illness or injury. The District may also require that a faculty member visit a physician, at District expense, to obtain a statement relative to the faculty member's ability to fulfill the responsibilities of the faculty member's position in a safe, healthful and satisfactory manner.

5.2 Sick Leave: Regular faculty shall earn and be credited with one (1) day of Sick Leave at full pay for each contractual month of employment. Each temporary faculty member shall earn Sick Leave credit proportionate to that earned by a regular faculty member. Except as otherwise provided in the Article, Sick Leave shall be used for an illness, injury, or pregnancy and childbirth that causes a faculty member to be unable to appear for work and to render service to the District.

5.2.1 Sick Leave will be credited as of the first scheduled workday of a faculty member's contract year. Unused Sick Leave shall be carried over from one year to the next.

5.2.2 Overload and Adjunct Sick Leave: Regular faculty shall earn and be credited with one (1) hour of sick leave for each 17 hours of assigned overload, teaching or non-teaching, during the summer intersession, fall and spring semesters.* Temporary faculty shall earn and be credited with one (1) hour of sick leave for each 17 hours of assigned adjunct teaching or non-teaching during the summer intersession, fall and spring semesters.*

*Assignments paid by stipend are excluded.

Overload sick leave earned by regular faculty will be accumulated in a separate overload sick leave account and be carried over from one year to the next. Regular faculty will utilize any sick leave hours (including donations to the catastrophic leave fund) from the overload sick leave account first (with the exception of the (1) day of Personal Necessity Leave in section 5.4.3) before utilizing sick leave from their regular sick leave account. Regular faculty will be provided a report of accumulated sick leave hours in both their regular accounts and overload accounts by September 1st of each year.

Adjunct sick leave earned by temporary faculty will be accumulated in an adjunct sick leave account and be carried over from one year to the next. Temporary faculty will be

provided a report of accumulated sick leave hours in their adjunct account by September 1st of each year.

5.3 Extended Sick Leave: One hundred (100) days of Extended Sick Leave will be provided in addition to a faculty member's current year's Sick Leave credit and Sick Leave that is carried over from the prior academic year, as follows:

5.3.1 After all Sick Leave at full pay has been used and additional absence due to illness, injury or pregnancy and childbirth is necessary, the faculty member shall be eligible to utilize up to one hundred (100) days of Extended Sick Leave at fifty percent (50%) of the faculty member's regular rate of pay.

5.3.2 Parental Leave (AB2393)

For the purposes of this article "parental leave" shall be defined as "leave for reason of the birth of a child of the faculty member, or the placement of a child with a faculty member in connection with the adoption or foster care of the child by the faculty member".

In order to be eligible for parental leave, the full-time or part-time faculty member must have been employed by the District for a period of at least 12 months prior to taking the leave. In the instance where both parents are faculty members, each faculty member will be entitled to the benefit of article 5.3.2.

Consistent with the California Family Rights Act (CFRA) (Govt. Code § 12945.2) and Education Code section 87780.1, eligible faculty members are entitled to twelve (12) workweeks of parental leave. Twelve (12) workweeks mean the equivalent of 12 of the faculty member's normally scheduled workweeks. Faculty members are only entitled to one 12-workweek period of parental leave in any 12-month period. Any leave taken must be concluded within one year of the birth or placement of the child with the faculty member. Parental leave may be split over two academic years. For example, if a child is placed with a faculty member on April 15 of one year and he/she uses five (5) weeks of parental leave during that academic year, he/she will have seven (7) remaining weeks to use the following academic year prior to April 15 of year two.

Once a faculty member on parental leave exhausts all available sick leave, including all accumulated leave, they become eligible to receive fifty percent (50%) of their regular salary for the remaining leave period. For example, a faculty member uses seven (7) weeks of sick leave and accumulated sick leave during his/her parental leave (assuming this exhausts all such available leave) is then eligible to receive 50% of their regular salary for the remaining five (5) weeks of the 12-week leave period. Parental leave shall run concurrently with any parental or bonding leave taken pursuant to CFRA such that the aggregate amount of leave taken pursuant to this section, section 87780.1 and CFRA shall not exceed twelve workweeks in a twelve-month period. All requirements of CFRA shall apply to leave taken under this section except that an

employee is not required to have 1,250 hours of service with the District during the previous 12 month period in order to take parental leave pursuant to this section.

Parental leave does not have to be taken in one continuous 12-week period. The minimum duration of the leave shall be two weeks, except the District must grant a faculty member's request for a leave of less than two weeks duration on any two occasions and may grant additional requests. Parental leave and extended sick leave are separate and distinct benefits.

While out on parental leave the faculty member is entitled to receive any applicable health benefits the faculty member was receiving immediately before the commencement of the leave.

5.4 Personal Necessity Leave: A faculty member may elect to use not more than seven (7) days per academic year of unused Sick Leave for purposes of approved Personal Necessity Leave.

5.4.1 Utilization of the Leave shall be limited to circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours. When possible, the Leave shall be requested through, and approved by, the District in advance of utilization.

5.4.2 A faculty member may elect to use up to (10) Leave days per year for the illness of or injury to members of the immediate family.

5.4.3 One day of Personal Necessity Leave in an academic year will be utilized without the limitations of paragraph 5.4.1 and will not be deducted from Sick Leave.

5.5 Bereavement Leave: A faculty member may utilize paid Bereavement Leave for the death of any member of the immediate family. Leave provided in this paragraph will not be deducted from Sick Leave.

5.5.1 The Leave will be for no longer than five (5) working days. For instances where travel of less than two hundred (200) miles is required, bereavement leave will be paid for three (3) working days. Two (2) additional unpaid days will be allowed, with the option to utilize existing leave time. For instances where out of state travel, or travel in excess of two hundred (200) miles is required, bereavement leave will be paid for five (5) working days. Bereavement leave does not have to be take consecutively, but must be taken within three (3) months of the date of the family member's death or scheduled services. Additional days of absence beyond those described herein may be provided under the terms of personal necessity or non-work days.

5.6 Judicial and Official Appearance Leave: Judicial and Official Appearance Leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons

not brought about through the initiation, connivance or misconduct of the faculty member as follows:

- 5.6.1 **Jury Duty**: A Leave without loss of salary shall be granted to a faculty member who is officially called for jury duty. Juror's fees, inclusive of mileage, received by the faculty member shall be retained by the faculty member.
- 5.6.2 **Court Appearance**: For any necessary court or agency appearances, the faculty member may utilize Personal Necessity Leave. However, if any court or agency appearance is required of a faculty member by the District, it shall be made without loss of pay and without charge to any other accrued leave benefits.
- 5.6.3 **Dismissal Hearings**: A faculty member, not under suspension, for whom a dismissal hearing is being held will be compensated at the regular rate for any absence(s) from regular duties while attending the hearing.
- 5.7 **Child Rearing Leave**: An unpaid Leave for a maximum of one (1) year (two (2) semesters) shall be granted upon request without pay to a faculty member for the purposes of child rearing, so long as the child is under five (5) years of age. An exception to this age limit would be considered if the faculty member adopts an older child who needs full-time care.
- 5.8 **Military Leave**: Military Leave shall be granted as required by the California Education Code and the California Military and Veterans' Code.
- 5.9 **Sabbatical Leave**: A faculty member may request a leave of absence under the Sabbatical Leave Program for study and/or travel.
 - 5.9.1 Purpose - The purpose of a sabbatical leave is for the faculty member to focus on travel and/or study that will strengthen the contribution that a faculty member makes to students, the institution, and in support of the mission of the District and its educational program.
 - 5.9.2 Eligibility - Faculty members who have served the District full-time for a period of six (6) consecutive years are eligible. An additional six (6) consecutive years of service are required for a subsequent sabbatical leave.
 - 5.9.3 Leave Period - Sabbatical leave may be granted for a period of not less than one (1) semester nor more than two (2) semesters. A sabbatical leave shall fall within the semester dates as indicated on the District calendar.
 - 5.9.4 Compensation - Compensation during the period of approved leave will be one hundred percent (100%) of salary, plus benefits for a one (1) semester leave, or fifty percent (50%) of salary, plus benefits for a two (2) semester leave. Compensation shall be paid in the same manner as if the unit member were on regular duty with the District.
 - 5.9.5 Service - A sabbatical leave qualifies as service to the District.

- 5.9.6 Liability - The District shall be free from any liability for the payment to, or on behalf of, an employee for damages arising out of death or injury or illness of an employee or death, injury or illness to another caused by an employee while on sabbatical leave.
- 5.9.7 Forms - All forms and timeline information necessary for sabbatical leave are available through the Office of Instruction.
- 5.9.8 Timeline - At the beginning of each academic year, the Superintendent/President will announce the number of potential faculty sabbaticals to be offered, if any, in the following academic year.
- 5.9.8.1 By the end of the Spring In-service, faculty members will submit written sabbatical leave proposals for the following academic year to the Academic Employer-Employee Relations (“AEER”) Committee for evaluation.
- 5.9.8.2 The Superintendent/President will forward recommendations to the Board of Trustees for the February Meeting of the Board.
- 5.9.8.3 The decision of the Board of Trustees to approve or disapprove sabbatical leaves will be rendered no later than the March Board Meeting.
- 5.9.8.4 If a sabbatical leave is approved, the faculty member will sign a Sabbatical Leave Certification by April 1.
- 5.9.8.5 If a sabbatical is denied, the faculty member has the option to schedule a meeting with the AEER Committee to ascertain why it was denied.
- 5.9.9 Rescission - A sabbatical leave may be rescinded by the employee no later than ninety (90) calendar days prior to the start of the semester(s) for which the sabbatical leave is scheduled.
- 5.9.10 Return -A Faculty member has a guaranteed right to return to work in his/her prior position. Faculty who are granted leaves for retraining to fill specific staffing needs of the District may be reassigned to a different position based upon the needs of the District. Upon return, and as per the Sabbatical Leave Certification, the faculty member agrees to serve the District for a minimum period of time equal to twice the period of sabbatical leave taken.
- 5.9.11 Report - The faculty member must submit a written final Sabbatical Leave Report to the AEER Committee by the first day of in-service following the leave. The AEER Committee will review the material presented and make a determination as to whether the terms of the sabbatical leave have been met. If accepted, the written report will be disseminated District-wide to all faculty, including the Academic Senate. Separate oral presentations of the report will be made by the faculty member District-wide during in-service, and to the Board of Trustees at a regularly scheduled meeting of the Board.

5.9.12 Penalty - The faculty member agrees to repay monies paid for the sabbatical leave in the event that the AEER determines that the obligations of the leave have not been met. Failure to complete an approved sabbatical project, including the required report, shall result in complete reimbursement or reduction of reimbursement of sabbatical compensation as determined by the Superintendent/President or designee.

5.9.13 Waiver - The Superintendent/President or designee shall have the right to waive any provision of this agreement regarding sabbatical leaves providing it is in the best interest of both the District and the faculty member.

5.10 General Leave: A regular faculty member may be granted General Leave. If granted, the Leave will be without compensation and shall normally be for a period not to exceed two (2) semesters. Exception to the length of the Leave may be granted.

5.10.1 The District may approve continuation of fringe benefit coverage as provided herein during the period of the approved Leave should it be determined that the purpose of the Leave is in the best interest of the institution.

5.11 Association Leave: The Association shall have (10) days of Association Leave. A faculty member who utilizes the Leave on behalf of the Association shall remain on paid status. The Association agrees to provide coverage or to pay the cost of a substitute if a substitute is utilized.

5.11.1 At least five (5) days in advance of a Leave, the Association President shall notify the appropriate Vice President of the name of the Association representative or representatives who have been authorized to utilize the Leave and the date or dates of the Leave. In addition, the notification shall set forth the proposed class coverage arrangements. Unless the proposed class coverage arrangements are approved by the appropriate Vice President, a substitute will be utilized and compensated as provided herein.

5.12 Faculty/Adjunct Faculty Employee Data and New Employee Orientations:

(Contract section added to comply with AB119, effective July 1, 2017) The Human Resources department will provide the Faculty Association President and Vice-president an electronic file via email containing all bargaining unit employee information for the current academic year (employee name, job title, department, work location, home phone number, personal cell phone number, personal email address, and home address) by September 1, February 1 and May 1 of each year. The information will be separated out into two categories, one containing full time faculty members and one containing adjunct faculty members.

The Office of Instruction shall provide the Faculty Association President and Vice-president at least ten days advance notice via email of all new employee (faculty or adjunct faculty) orientations. If the ten-day advance notice is not feasible due to extenuating circumstances, the notification will be sent as soon as possible prior to the orientation. The Faculty Association President or designee will attend the orientation. The Office of Instruction will schedule orientations during normal business hours. The Office of Instruction and the Human Resources department will include information provided by the Association in all packets of information given to new employees (faculty or adjunct faculty.)

- 5.13 Non-Workdays:** Eleven and twelve-month regular faculty shall be credited with two (2) non-workdays for each contractual month of employment, for a total of 154 hours for eleven month and 168 hours for twelve month respectively. Non-workdays will be credited on July 1 of each year. Non-workday hours expire on June 30 of each year. Faculty members may choose to use non-work days anytime during the fiscal year. Used non-workdays are noted each month on an absent report and may be taken in increments of 15 minutes or more.

ARTICLE 6: WORKLOAD OBLIGATION

- 6.1 Teaching Load:** The teaching load per academic year for regular instructional faculty shall not be less than the equivalent of thirty (30) equated semester hours of instruction. A faculty member shall not receive any reduction in compensation as a result of any imbalanced or unfilled annual teaching load. Other duties may be assigned to equal a full-time load in the event of an unfilled annual teaching load. Lecture hours and laboratory hours will be as stated in the course catalog. For purposes of workload calculation, a faculty member on medical leave for an entire semester is credited with 15 units.

- 6.1.1 For purposes of calculating teaching load, lecture hours (credit or non-credit) are calculated on a one-to-one (1:1) basis. Laboratory courses will be classified as a general laboratory or an extensive laboratory. An extensive laboratory is a course in which laboratory components require extensive workload efforts that are equivalent to workload efforts in a lecture course. Unless specifically identified as an extensive laboratory through the curriculum review process that is in place for the affected academic year, a laboratory course shall be identified as a general laboratory.

6.1.1.1 A general laboratory hour is calculated at 75% of a lecture hour.

6.1.1.2 An extensive laboratory hour is calculated at 100% of a lecture hour.

6.1.1.3 Enrollment Limits: The enrollment limit for classes (distance learning and on-campus) is thirty-five (35) students. Faculty members may grant permission for additional students to enroll in a class over the enrollment limit, if space allows. The District may request additional students be enrolled in classes over the enrollment limit, if space allows. The District may request additional students be enrolled in classes over the enrollment limit, if space allows and it is determined that an enrollment error has occurred. In general, the thirty-five (35) student enrollment limit was designed to allow classes to fill to capacity with an anticipated attrition rate of up to five (5) students bringing the class size down to thirty (30) students for most classes.

6.1.1.3.1 Enrollment limits for some classes may be less than thirty-five (35) students due to curriculum guidelines or when scheduled in rooms with capacity limitations.

6.1.1.3.2 The enrollment limit for English classes (except for English 1000, English 1500, and English 1501) (distance learning and on-campus) is thirty (30) students. The enrollment limit for English 1000, English 1500 and English 1501 classes (distance learning and on-campus) is twenty-five (25) students.

6.1.1.3.3 The enrollment limit for Science lab classes is twenty-four (24) students.

6.1.2 Once a faculty member's assigned teaching load equates to fifteen (15) hours for a given semester, each additional laboratory hour will be calculated at one hundred percent (100%) of a lecture hour.

6.1.3 Temporary or adjunct faculty members are paid hour for hour (1:1) when teaching a general lab, extensive lab, or lecture course.

6.1.4 Full time faculty members or adjunct faculty members assigned to teach general or subject-specific cooperative work experience classes will be compensated per student based on the following formula:

$(\text{Overload/Adjunct hourly rate}) \times (3 \text{ hours}) \times (\text{Number of students enrolled in the course section at the course's first census}) = \text{Semester compensation}$

Mileage to the job sites will be reimbursed in accordance with the District's travel policy.

6.2 Workday: The workday of an instructional faculty member on a day when the faculty member is scheduled to teach will be determined based on the teaching schedule for the day. The workday for non-classroom faculty will average seven (7) clock hours, exclusive of a lunch period, five (5) days per week.

6.2.1 The workday on an instructional day when the faculty member is not scheduled to teach will be not less than seven (7) hours, exclusive of a lunch period.

6.2.2 The workday on graduation is a normal workday and shall include attendance at graduation which is a two (2) hour activity.

6.3 Work Year: Faculty who are full-time instructors shall be responsible for instructional and other assigned duties for not less than one hundred seventy-five (175) days. Other faculty shall be on campus and responsible for regular and other assigned duties as contracted.

6.4 Other Assigned Duties: Other assigned duties of faculty members shall include program development, professional growth activities, committee assignments, meetings, student registration and recruitment activities and other professional assignments related to the educational program.

6.5 Assignments: The District shall post in an appropriate area and distribute to Division Chairpersons notices to inform of teaching assignments which may become available. Interested

faculty who meet the minimum qualifications or equivalency may apply for available assignments. Tenured faculty shall be given first consideration.

6.5.1 A faculty member who qualifies with equally non-employee applicants in meeting the needs of the institution for a given assignment shall be appointed to that assignment.

6.5.2 A committee consisting of the Vice President of Instruction, the Vice President of Student Services, the appropriate Division Chair, and the Academic Senate President, or designees, shall review applications and recommend the appointment of faculty to the Superintendent/President.

6.5.3 All other extra-duty assignments or projects offered to faculty will be posted and follow the Human Resources selection process. Hours will be clearly defined and will include written outcomes. First consideration will be given to TC faculty. Emergency assignments will be made with AEER Committee approval.

6.5.3.1 The District shall consult with the Faculty Association President or his/her designee to receive a recommendation regarding the compensation of all grant funded extra-duty assignments to be filled by faculty. This process shall be completed prior to posting.

6.5.4 Reduced Workload Program: An academic employee will be allowed to reduce his or her workload from full-time to part-time pursuant to Education Code section 87483 and to maintain retirement benefits pursuant to Education Code section 22713 or Government Code section 20815. Statutory requirements are as follows: The employee shall have reached the age of 55 prior to the reduction of his or her workload; The employee shall have been employed in an academic position or a position requiring certification qualification, or both, for at least 10 years, of which the immediately preceding five years were full-time employment without a break in service, except as provided by Education Code section 87483(c); The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the District and the employee; The employee shall be paid a salary that is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment; The employee shall retain all other rights to and benefits for which he or she makes the payments that would be required had he or she remained in full-time employment; The employee shall receive health benefits as provided in Government Code section 53201 in the same manner as a full-time employee; The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's employment during his or her final year in a full-time position; The period of part-time employment for an employee who is subject to Education Code section 22713 shall not exceed 10 years; and the period of part-time employment for an employee who is subject to Government Code section 20815 shall not exceed 5 years and shall not extend beyond the end of the college year during which the employee reaches his or her 70th birthday.

6.5.4.1 Application Procedures: The employee must submit a Reduced Workload Program Agreement Application (available from Human Resources) to the District

by October 1st of the college year prior to commencement of the reduced workload assignment. A Reduced Workload Contract, which specifies the terms and conditions of the employee's Reduced Workload Program shall be provided to the employee not less than 30 days following the District's receipt of the completed Application; and the employee may withdraw an Application at any time prior to final agreement on the Reduced Workload Contract.

6.5.4.2 Once the District and an employee have entered into a Reduced Workload Contract, any modification of the Contract shall be only by mutual consent of the District and the employee.

6.5.4.3 Notwithstanding any other provision of this Agreement, an employee who has entered into Reduced Workload Contract shall participate in faculty non-teaching activities as required by the terms of the then-current District/Faculty Association Collective Bargaining Agreement for a full-time faculty member in a pro rata share of the reduced workload.

6.5.5 Adjunct/Temporary Faculty Assignment Procedures:

(Contract section added to comply with SB 1379 effective 7/1/17)

In all cases, adjunct/temporary faculty instructional and non-instructional assignments shall be temporary in nature, contingent on enrollment and funding, and subject to program changes, and no adjunct/temporary faculty member shall have reasonable assurance of continued employment at any point, irrespective of the status, length of service, or reemployment preference of that adjunct/temporary faculty member.

6.5.5.1 Assignment of Adjunct/Temporary Faculty: Course offerings/assignments are created to best serve the students. Full-time faculty are assigned courses/assignments first. The Division chairperson has the primary responsibility for determining adjunct assignments for any remaining courses/assignments and making those recommendations to the supervising vice-president.

Priority consideration for adjunct assignments shall follow the order of criteria shown below (accrual of all categories 1-5 beginning 7/1/17):

- 1) results of adjunct faculty evaluations
- 2) availability, willingness, and expertise of adjunct faculty for specific assignments
- 3) number of sections of a specific course or number of specific non-instructional assignments in the preceding three (3) years
- 4) number of courses taught by adjunct faculty within the subject area or number of non-instructional assignments in the preceding three (3) years
- 5) length of service by adjunct faculty to Taft College

The Office of Instruction shall maintain the following information and provide the Division chairpersons with updated information no later than the end of the first week of each semester. (Accrual of all categories 1-4 beginning 7/1/17)

- 1) results of adjunct faculty evaluations (satisfactory or unsatisfactory) by division
- 2) number of sections of a specific course or number of specific non-instructional assignments in the preceding three (3) years
- 3) number of courses taught by subject area and semester or number of non-instructional assignments in the preceding three (3) years
- 4) length of service to Taft College (date of first faculty assignment)

6.5.5.2 Appeal Process: If an adjunct/temporary faculty member believes that this procedure has been violated, he/she may file a grievance pursuant to article 8.2 of the collective bargaining agreement.

6.5.6 Face-to-Face Teaching in Correctional Institutions: Faculty is not required to teach at correctional institutions. Faculty who are willing to teach a course or courses on a semester basis must complete and maintain the certification requirements for each correctional institution to be eligible to teach face-to-face or provide related services at that institution. (The only exception would be faculty that have duties at the correctional facilities as part of their current job descriptions.)

Faculty will be paid at the appropriate adjunct hourly rate for approved and required time spent to complete and maintain certifications.

Faculty who teach face-to-face or provide related services in a correctional institution are eligible for mileage reimbursement as per the current Taft College mileage policy.

Assignments for faculty who have completed the certification requirements to teach or provide related services at correctional institutions will be made through the same process as other faculty assignments.

Certification requirements for each correctional institution will be available in the Office of Instruction. A list of certified faculty for each institution will be maintained by the Office of Instruction.

6.5.7 Teaching Dual Enrollment at local high schools in our district: Instructors who teach classes for Taft College (TC) in the local high school facilities may be adjunct instructors or full-time instructors. Instructors will not be mandated or compelled to accept a teaching assignment at the local high schools; this assignment is voluntary. Faculty who are willing to teach a course or courses will be assigned on a semester basis. Instructors will meet the Course Outline of Record (COR) for the TC course taught at the local high school. Hours related to the Dual Enrollment course that fall outside of the required COR hours and the TC academic calendar due to the high schools' schedules will be compensated at the adjunct rate. Dual enrollment assignments will count towards Taft College's 67% unit load if assigned to an adjunct instructor. Except as set forth in this Agreement, as with all TC courses all other terms and conditions of the CBA shall

remain unchanged, including evaluation procedures. Similarly, all board policies will be followed, and all federal regulations, including FERPA, will be maintained. Faculty members will be held harmless for any inadvertent violation.

*Faculty who teach face-to-face at a local feeder high school other than TUHS are eligible for mileage reimbursement as per the current Taft College mileage policy.

6.5.8 Teaching Dual Enrollment at high schools outside our WKCCD district service area: Instructors who teach classes for Taft College (TC) in the high school facilities may be adjunct instructors or full-time instructors. Instructors will not be mandated or compelled to accept a teaching assignment at the high schools outside our WKCCD district service area; this assignment is voluntary. Faculty who are willing to teach a course or courses will be assigned on a semester basis. Instructors will meet the Course Outline of Record (COR) for the TC course taught at the high school. Hours related to the Dual Enrollment course that fall outside of the required COR hours and the TC academic calendar due to the high schools schedules will be compensated at the adjunct rate. Hours outside of classroom instructional hours need to be preapproved by Taft College academic administration. Dual enrollment assignments will count towards Taft College's 67% unit load if assigned to an adjunct instructor. Except as set forth in this Agreement, as with all TC courses all other terms and conditions of the CBA shall remain unchanged, including evaluation procedures. Similarly, all board policies will be followed, and all federal regulations, including FERPA, will be maintained. Faculty members will be held harmless for any inadvertent violation.

6.5.8.1 Division chairs or designee will be compensated at the adjunct rate for hours required to complete the evaluations of these adjuncts and dual enrollment courses.

6.5.8.2 Discipline faculty selected to work with the adjunct instructors of these dual enrollment courses will be compensated at the adjunct rate for hours spent supporting the instruction of adjunct faculty. Faculty who are willing to work with the adjunct on these course or courses will be assigned on a semester/yearly basis.

6.5.8.3 For the above provisions compensable times will be hours spent directly performing the duties described above. Travel time is not included.

*Faculty who teach/facilitate/evaluate/mentor face-to-face at a high school other than TUHS are eligible for mileage reimbursement as per the current Taft College mileage policy.

6.6 Office Hours: Teaching faculty will schedule and be present for a total of five (5) hours per week at a time when classes are in session. Each faculty member shall develop an office hour schedule that is convenient both to the needs and schedules of their students and to the faculty member's teaching schedule.

6.6.1 An office hour shall not be less than sixty (60) clock minutes. Office hours shall be posted at the entrance to the faculty member's office and shall be entered into Banner for the Vice President of Instruction at the start of each semester.

6.6.2 As provided by Education Code §87880 and subject to continued state funding, a temporary faculty member who has an assigned teaching load of sixty percent (60%) or greater has the option to schedule and hold one and a half (1-1/2) paid office hours per week. A temporary faculty who has an assigned teaching load of forty percent (40%) and less than sixty percent (60%) has the option to schedule and hold one (1) paid office hour per week. A temporary faculty who has an assigned teaching load of twenty percent (20%) but less than forty percent (40%) has the option to schedule and hold one half hour (1/2) paid office per week.

6.7 **Division Chairs:** The duties and responsibilities of the Division Chairs shall be determined by the Taft College Faculty Collective Bargaining Committee and shall be listed in the Faculty Handbook.

6.8 **Faculty Evaluation Process:** The Faculty evaluation processes should be a collegial and positive opportunity for professional and personal development in order to promote excellence in instruction and service to students.

6.8.1 Procedure for Evaluation of Contract Faculty: Tenure track contract faculty members shall be evaluated annually during the first four years of employment. Non-tenure track contract faculty members shall be evaluated annually for duration of employment. Every contract faculty member will be evaluated in each area of contract responsibility. All evaluations will be conducted during the fall semester unless there are extenuating circumstances. Spring evaluations will only take place with prior approval by the Supervising Administrator.

The evaluation process document will be prepared and distributed to the Contract Faculty Member, Division Chair, Supervising Administrator and Supervising Assistant by the Human Resources Department (HRD) during the fall in-service. All evaluation forms are located in the Human Resources Department and on the HRD website.

The evaluation shall include: (see timeline)

1. Curriculum Packet (if applicable)
2. Peer and Supervising Administrator observations
3. Director of Distance Learning observation (if applicable)
4. Student evaluations (if applicable)
5. Self-evaluation
6. Peer evaluation
7. Supervising Administrator evaluation

Teaching Faculty	Non-Teaching Faculty Non-Counselor	Non-Teaching Faculty Counselor
Curriculum Packet		
Peer and Supervising	Peer and Supervising	Peer and Supervising

Administrator Observations	Administrator Observations	Administrator Observations
Director of Distance Learning observation (if applicable)		
Student Evaluations		Student Evaluations
Self-Evaluation	Self-Evaluation	Self-Evaluation
Peer Evaluation	Peer Evaluation	Peer Evaluation
Supervising Administrator Evaluation	Supervising Administrator Evaluation	Supervising Administrator Evaluation

Curriculum Packet

A teaching contract faculty member shall submit a complete curriculum packet to the Supervising Administrator and to the Division Chair for peer committee review and evaluation by the end of the 7th week of the fall semester, or for spring evaluations, by the end of the 2nd week of the spring semester. A complete curriculum packet consists of:

- a. syllabus
- b. sample lesson
- c. sample assignment
- d. sample assessment i.e., test or quiz.

Peer and Supervising Administrator Observation Process

A peer evaluation committee shall be determined by the end of the 7th week of the fall semester of each academic year. The Division Chair shall determine a peer evaluation committee consisting of the Division Chair and at least 2 faculty members for contract faculty members.

The Supervising Administrator (Superintendent/President and Vice Presidents) and each member of the peer evaluation committee shall conduct a classroom and/or workplace observation of at least one of the contract faculty members' sessions within the 8th to 16th weeks of the fall semester or, for spring evaluations, on or before the last day of the 5th week of the spring semester.

The Supervising Administrator and each peer evaluation committee member shall meet with the contract faculty member in person within five working days of the observation to discuss the observation and both parties shall sign and date the observation document at the conclusion of the meeting. The peer evaluation committee shall meet to formulate their comments and

recommendations and then forward a recommendation memo for retention, retention with qualification or non-retention and observation forms and other supporting documentation to the Supervising Administrator on or before the Friday of the second week of the January in-service for the fall semester or, for spring evaluations, on or before the Wednesday of the 7th week of the spring semester.

Director of Distance Learning Observation

The Director of Distance Learning shall contact the contract faculty member by the end of the 7th week of the fall semester or, for spring evaluations, by the end of the 1st week of the spring semester to determine which distance learning course the contract faculty member would like observed.

The Director of Distance Learning shall conduct an observation of the identified distance learning course within the 8th to 16th weeks of the fall semester or, for spring evaluations, within the 2nd to 5th weeks of the spring semester.

The Director of Distance Learning shall meet with the contract faculty member within five working days of the observation to discuss the observation. The Director of Distance Learning shall submit the completed observation form to the Division Chair and Supervising Administrator on or before the Friday of the 16th week of the fall semester or, for spring evaluations, on or before the Friday of the 5th week of the spring semester.

Student Evaluations

Teaching Faculty

The HRD will prepare and distribute the student evaluation process document and student evaluation packets for every face-to-face section the teaching contract faculty member teaches during the semester by the end of the 9th week of the fall semester, or for spring evaluations, by the end of the 1st week of the spring semester. The Distance Learning department will upload into Canvas the student evaluation document for every online section the teaching contract faculty member teaches during the semester by the end of the 9th week of the fall semester, or for spring evaluations, by the end of the 1st week of the spring semester. The Distance Learning department will notify the students that the evaluation form is available and that the due date for completion is on or before the Friday of the 13th week of the fall semester, or for spring evaluations, on or before the Friday of the 5th week of the spring semester.

The HRD will notify the teaching contract faculty member of the commencement of the student evaluation process and of the need to notify their students to complete evaluations. It is the contract faculty member's responsibility to ensure that student evaluations are completed in the applicable format.

For each face-to-face section taught by a contract faculty member, a person other than that contract faculty member will administer the evaluation instrument on or before the Friday of the 13th week of the fall semester or for spring evaluations, on or before the Friday of the 5th week of the spring semester. Exceptions may include but not be limited to short-term courses. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall semester or for spring evaluations, on or before the Friday of the 5th week of the spring semester.

Instructions Attached to the Face-to-Face Student Evaluation Packets

Instructions for Faculty Member:

1. The enclosed evaluations are to be completed by the Friday of the 13th week of the fall semester.
2. Please select a student to supervise the Instructor and Course evaluation process.
3. Review the instructions listed below with the Student Supervisor. The Faculty Member shall leave the room while the students are completing the evaluations.

Instructions for Student Supervisor:

1. Distribute an evaluation form to each student in the class.
2. Read the following instructions to the class aloud:

“In a continuing effort to improve instruction at Taft College, you are asked to take about ten minutes to complete an evaluation on your instructor and course. The results of this evaluation will be used by the instructor as feedback to determine his/her strengths and weaknesses as assessed by the student. No instructor will see the results of this evaluation until this semester is completed and all grades have been turned in to the Record’s Office.”

3. Upon completion of the evaluation by your fellow students, place the completed evaluation forms in the tamper resistant envelope, SEAL and SIGN YOUR NAME OVER THE SEAL in the presence of the class. Immediately return the sealed envelope to your instructor, who will return the sealed envelope to the Human Resources Department or HRD mailbox by the deadline.

For each distance learning section taught by the contract faculty member, the completed student evaluations will be returned to the distance learning department and the distance learning department will forward the evaluations to the Human Resources Department on or before the Friday of the 13th week of the fall semester or for spring evaluations, on or before the Friday of the 5th week of the spring semester.

Non-Teaching Faculty Non-Counselor

(student evaluations not applicable)

Non-Teaching Faculty Counselor

The HRD will provide the student evaluation documents to the front desk counseling center staff by the Monday of the 1st week of the fall or spring semester for dissemination between the 1st through 13th weeks of the fall semester or for spring evaluations between the 1st and 5th weeks of the spring semester. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall semester or for spring evaluations, on or before the Friday of the 5th week of the spring semester.

Under the direction of the Human Resources Department, the student evaluation documents shall be scanned into an electronic file for each faculty member. The HRD will forward the student evaluation results to the Supervising Administrator and Division Chair. The Supervising Administrator will distribute the student evaluation results to the contract faculty member once final grades are submitted.

Self-Evaluation

Faculty members must complete a self-evaluation for each area of contract responsibility. The self-evaluation will include a written evaluation to address areas outlined in the teaching and non-teaching

faculty self-evaluation guidelines. The self-evaluation is due to the Supervising Administrator and to the Division Chair for peer committee review on or before the 1st day of the 2nd week of the January in-service for the fall semester, or for spring evaluations, on or before the Friday of the 6th week of the spring semester.

Peer Evaluation

The peer evaluation committee shall meet to formulate their comments and recommendations and then forward a recommendation memo for retention, retention with qualification or non-retention and observation forms and other supporting documentation to the Supervising Administrator on or before the Friday of the second week of the January in-service for the fall semester or, for spring evaluations, on or before the Wednesday of the 7th week of the spring semester.

Supervising Administrator Evaluation

After the Supervising Administrator (Superintendent/President and Vice Presidents) reviews the Peer Evaluation Committee’s recommendation and documentation, an appointment will be arranged by the office of the Supervising Administrator to discuss the evaluation with the contract faculty member on or before the last Friday of January for the fall semester or, on or before the Friday of the 7th week of the spring semester.

The Supervising Administrator’s recommendation for retention, retention with qualification or non-retention to the Superintendent/President and supporting documentation is due to the Human Resources Department on or before the last Friday of January for the fall semester or, for spring evaluations, on or before the Friday of the 7th week of the spring semester.

In the event the evaluation yields retention with qualification, the Peer Evaluation Committee and Supervising Administrator, in coordination with the Human Resources Department, will outline the areas of concern in a separate document by the end of March and progress will be addressed in the next evaluation.

Contract Faculty Evaluation Timeline Fall Semester	
Document	Deadline
Curriculum Packet (if applicable)	End of the 7 th week of the semester to the Division Chair and Supervising Administrator
Classroom or Workplace Observations	Within the 8 th to 16 th weeks of the semester
Distance Learning Observation (if applicable)	Within the 8 th to 16 th weeks of the semester

Student Evaluations (if applicable)	HRD & DL disseminate by end of the 9 th week of the semester; Student completion within the 10 th to 13 th weeks of the semester For counselors HRD disseminates within the 1 st to 13 th weeks of the semester; Student completion by end of the 13 th week
Self-Evaluation	On or before the 1 st day of the 2 nd week of the Jan. in-service to the Division Chair and Supervising Administrator
Peer Evaluations	On or before the Friday of the 2 nd week of the Jan. in-service to the Supervising Administrator
Supervising Administrator Evaluations	On or before the last Friday in January to the Human Resources Department

Contract Faculty Evaluation Timeline Spring Semester	
Document	Deadline
Curriculum Packet (if applicable)	End of the 2 nd week of the semester to the Division Chair and Supervising Administrator
Classroom or Workplace Observations	Within the 2 nd to 5 th weeks of the semester
Distance Learning Observation (if applicable)	Within the 2 nd to 5 th weeks of the semester
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 1 st week of semester; Student completion within the 2 nd to 5 th weeks of the semester

	For counselors HRD disseminates within the 1 st to 5 th weeks of the semester; Student completion by end of the 5 th week
Self-Evaluation	On or before the Friday of the 6 th week to the Division Chair and Supervising Administrator
Peer Evaluations	On or before the Wednesday of the 7 th week to the Supervising Administrator
Supervising Administrator Evaluations	On or before the Friday of the 7 th week to the Human Resources Department

6.8.2 Procedure for Evaluation of Tenured Faculty: Tenured faculty members (professors) shall be evaluated every third year upon attaining tenure. Each professor will be evaluated in each area of contract responsibility. All evaluations will be conducted during the fall semester unless there are extenuating circumstances.

The evaluation process document will be prepared and distributed to the professor, Division Chair, Supervising Administrator and Supervising Assistant by the Human Resources Department (HRD) during the fall in-service. All evaluation forms are located in the Human Resources Department and on the HRD website.

The evaluations shall include:

1. Student evaluations (if applicable)
2. Self-evaluation
3. Peer Evaluation and Statement of Compliance
4. Supervising Administrator Evaluation Meeting

Tenured Faculty (Professor)
Student Evaluations (if applicable)
Self-Evaluation
Peer Evaluation and Statement of Compliance
Supervising Administrator Evaluation Meeting

Student Evaluations

The HRD will prepare and distribute the student evaluation process document and student evaluation packets for every face-to-face section the professor teaches during the semester by the end of the 9th week of the fall semester. The Distance Learning department will upload into Canvas the student evaluation document for every online section the professor teaches during the semester by the end of the 9th week of the fall semester. The Distance Learning department will notify the students that the evaluation form is available and that the due date for completion is on or before the Friday of the 13th week of the fall semester. The HRD will notify the professor of the commencement of the student evaluation process and of the need to notify their students to complete evaluations. It is the professor's responsibility to ensure that student evaluations are completed in the applicable format.

For each face-to-face section taught by the professor, a person other than that professor will administer the evaluation instrument on or before Friday of the 13th week of the fall semester. The completed evaluations shall be turned into the Human Resources Department on or before Friday of the 13th week of the fall semester. For each online section taught by the professor, the completed student evaluations will be returned to the distance learning department and the distance learning department will forward the evaluations to the Human Resources Department on or before Friday of the 13th week of the fall semester.

Instructions Attached to the Face-to-Face Student Evaluation Packets

Instructions for Faculty Member:

1. The enclosed evaluations are to be completed by the Friday of the 13th week of the fall semester.
2. Please select a student to supervise the Instructor and Course evaluation process.
3. Review the instructions listed below with the Student Supervisor. The Faculty Member shall leave the room while the students are completing the evaluations.

Instructions for Student Supervisor:

1. Distribute an evaluation form to each student in the class.
2. Read the following instructions to the class aloud:

"In a continuing effort to improve instruction at Taft College, you are asked to take about ten minutes to complete an evaluation on your instructor and course. The results of this evaluation will be used by the instructor as feedback to determine his/her strengths and weaknesses as assessed by the student. No instructor will see the results of this evaluation until this semester is completed and all grades have been turned in to the Record's Office."

3. Upon completion of the evaluation by your fellow students, place the completed evaluation forms in the tamper resistant envelope, SEAL and SIGN YOUR NAME OVER THE SEAL in the presence of the class. Immediately return the sealed envelope to your instructor, who will return the sealed envelope to the Human Resources Department or HRD mailbox by the deadline.

Non-Teaching Faculty Non-Counselor

(student evaluations not applicable)

Non-Teaching Faculty Counselor

The HRD will provide the student evaluation documents to the front desk counseling center staff by the Monday of the 1st week of the fall semester for dissemination between the 1st through 13th weeks of

the fall semester. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall semester.

Under the direction of the Human Resources Department, the student evaluation documents shall be scanned into an electronic file for each professor. The HRD will forward the student evaluation results to the Supervising Administrator and Division Chair. The Supervising Administrator will distribute the student evaluation results to the professor once final grades are submitted.

Self-Evaluation

A professor shall submit a complete self-evaluation packet to the Supervising Administrator on or before the 2nd Friday in March. A complete self-evaluation packet consists of a written evaluation indicating strengths and areas of improvement. The self-evaluation will include a written evaluation to address the four general areas outlined below:

Teaching Faculty	Non-Teaching Faculty
Subject Matter	Accomplishments
Methodology	Professional Development
Professional Relations	Professional Relations
Growth Plan	Growth Plan

Peer Evaluation and Statement of Compliance

A professor shall select 3 peer committee members of their choice. Each peer committee member reviews the professor’s self-evaluation materials and provides feedback to the professor and signs the Statement of Compliance form on or before the first Friday in March.

Supervising Administrator Evaluation Meeting

After the Supervising Administrator reviews the professor’s evaluation materials, an appointment will be arranged by the office of the Supervising Administrator to discuss the evaluation with the tenured faculty member on or before the 3rd Friday in May.

The Supervising Administrator shall complete their portion of the Statement of Compliance form and send with supporting documentation to the Human Resources Department on or before the last Friday in May.

Tenured Faculty Evaluation Timeline	
Fall Semester	
Document	Deadline
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 9 th week of semester; Student completion within the

	10 th to 13 th weeks of the semester For counselors HRD disseminates within the 1 st to 13 th weeks of the semester; Student completion by end of the 13 th week
Peer Evaluation and Statement of Compliance	On or before the first Friday of March
Self-Evaluation	On or before the 2 nd Friday of March to the Supervising Administrator
Supervising Administrator Evaluation	On or before the 3 rd Friday in May to the Human Resources Department

6.8.3 Procedure for Evaluation of Adjunct Faculty: Adjunct Faculty members shall be evaluated for a minimum of one class section per discipline for the first two semesters of teaching. From the third semester onward, if any *new* disciplines are taught, the Adjunct Faculty member shall be evaluated a minimum of one class section per discipline. After the first two semesters, the Adjunct Faculty member shall be evaluated a minimum of once every third calendar year of teaching.

Adjunct Counselors shall be evaluated for a minimum of one counseling session for the first two semesters of counseling. From the third semester onward, if working in a new or different program, the Adjunct Counselor shall be evaluated a minimum of one counseling session in the new or different program. After the first two semesters, the Adjunct Counselor shall be evaluated a minimum of once every third calendar year for the duration of employment.

The evaluation process document will be prepared and distributed to the Adjunct Faculty member, Division Chair, Supervising Administrator and Supervising Assistant by the Human

Resources Department (HRD) during the fall or spring in-service. All evaluation forms are located in the Human Resources Department and on the HRD website.

The evaluation shall include:

1. Curriculum Packet (if applicable)
2. Division Chair (or designee) and Supervising Administrator (or designee) observations
3. Director of Distance Learning observation (if applicable)
4. Student evaluations (if applicable)
5. Division Chair (or designee) evaluation and Division Chair recommendation
6. Supervising Administrator (or designee) evaluation and Supervising Administrator recommendation

Teaching Adjunct Faculty	Non-Teaching Adjunct Counselor
Curriculum Packet	
Division Chair (or designee) and Supervising Administrator (or designee) Observations	Division Chair (or designee) and Supervising Administrator (or designee) Observations
Director of Distance Learning Observation (if applicable)	
Student Evaluations	Student Evaluations
Division Chair (or designee) Evaluation and Division Chair Recommendation	Division Chair (or designee) Evaluation and Division Chair Recommendation
Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation	Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation

Curriculum Packet

A teaching Adjunct Faculty member shall submit a complete curriculum packet to the Supervising Administrator and to the Division Chair for review and evaluation by the end of the 7th week of the semester. A complete curriculum packet consists of:

- a. syllabus
- b. sample lesson

- c. sample assignment
- d. sample assessment i.e., test or quiz.

Division Chair (or designee) and Supervising Administrator (or designee) Observation Process

The Supervising Administrator (or designee) and Division Chair (or designee) shall conduct a classroom and/or workplace observation of at least one of the Adjunct Faculty member's sessions within the 8th to 16th weeks of the fall or spring semester.

The Supervising Administrator (or designee) and Division Chair (or designee) shall meet with the Adjunct Faculty member in person within five working days of the observation to discuss the observation and both parties shall sign and date the observation document at the conclusion of the meeting.

Director of Distance Learning Observation

The Director of Distance Learning shall contact the Adjunct Faculty member by the end of the 7th week of the fall or spring semester to determine which distance learning course the Adjunct Faculty member would like observed.

The Director of Distance Learning shall conduct an observation of the identified distance learning course within the 8th to 16th weeks of the fall or spring semesters.

The Director of Distance Learning shall meet with the Adjunct Faculty member within five working days of the observation to discuss the observation. The Director of Distance Learning shall submit the completed observation form to the Division Chair and Supervising Administrator on or before the Friday of the 16th week of the fall or spring semester.

Student Evaluations

Adjunct Faculty Teaching

The HRD will prepare and distribute the student evaluation process document and student evaluation packets for every face-to-face section the Adjunct Faculty member teaches during the semester by the end of the 9th week of the fall or spring semester. The Distance Learning department will upload into Canvas the student evaluation document for every online section the Adjunct Faculty member teaches during the semester by the end of the 9th week of the fall or spring semester. The Distance Learning department will notify the students that the evaluation form is available and that the due date for completion is on or before the Friday of the 13th week of the fall or spring semester.

The HRD will notify the Adjunct Faculty member of the commencement of the student evaluation process and of the need to notify their students to complete evaluations. It is the Adjunct Faculty member's responsibility to ensure that student evaluations are completed in the applicable format. For each face-to-face section taught by a Adjunct Faculty member, a person other than that Adjunct Faculty member will administer the evaluation instrument on or before the Friday of the 13th week of the fall or spring semester. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall or spring semester.

Instructions Attached to the Face-to-Face Student Evaluation Packets

Instructions for Faculty Member:

1. The enclosed evaluations are to be completed by the Friday of the 13th week of the fall semester.
2. Please select a student to supervise the Instructor and Course evaluation process.
3. Review the instructions listed below with the Student Supervisor. The Faculty Member shall leave the room

while the students are completing the evaluations.

Instructions for Student Supervisor:

1. Distribute an evaluation form to each student in the class.
2. Read the following instructions to the class aloud:

“In a continuing effort to improve instruction at Taft College, you are asked to take about ten minutes to complete an evaluation on your instructor and course. The results of this evaluation will be used by the instructor as feedback to determine his/her strengths and weaknesses as assessed by the student. No instructor will see the results of this evaluation until this semester is completed and all grades have been turned in to the Record’s Office.”

3. Upon completion of the evaluation by your fellow students, place the completed evaluation forms in the tamper resistant envelope, SEAL and SIGN YOUR NAME OVER THE SEAL in the presence of the class. Immediately return the sealed envelope to your instructor, who will return the sealed envelope to the Human Resources Department or HRD mailbox by the deadline.

For each distance learning section taught by the Adjunct Faculty member, the completed student evaluations will be returned to the distance learning department and the distance learning department will forward the evaluations to the Human Resources Department on or before the Friday of the 13th week of the fall or spring semester.

Adjunct Faculty Counselors

The HRD will provide the student evaluation documents to the front desk counseling center staff by the Monday of the 1st week of the fall or spring semester for dissemination between the 1st through 13th weeks of the fall or spring semester. The completed evaluations shall be turned into the Human Resources Department on or before the Friday of the 13th week of the fall or spring semester.

Under the direction of the Human Resources Department, the student evaluation documents shall be scanned into an electronic file for each Adjunct Faculty member. The HRD will forward the student evaluation results to the Supervising Administrator and Division Chair. The Supervising Administrator will distribute the student evaluation results to the Adjunct Faculty member once final grades are submitted.

Division Chair (or designee) Evaluation and Division Chair Recommendation

The peer evaluation form, from the Division Chair (or designee), is due to the Supervising Administrator on or before the Friday of the 16th week of the fall or spring semester. The Division Chair recommendation memo is due to the Supervising Administrator on or before the Friday of the 16th week of the fall or spring semester.

Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation

The Supervising Administrator reviews the observation documents and Division Chair recommendation memo and then makes a recommendation for eligible for re-employment, eligible for re-employment with qualification, or not eligible for re-employment. The Supervising Administrators recommendation and supporting documents are due to the Human Resources Department on or before the Friday of the 17th week of the fall or spring semesters.

Adjunct Faculty Evaluation Timeline Fall Semester	
Document	Deadline
Curriculum Packet (if applicable)	End of the 7 th week of the semester to the Division Chair and Supervising Administrator
Classroom or Workplace Observations	Within the 3 rd to 7 th weeks of the semester for short-term classes Within the 8 th to 16 th weeks of the semester
Distance Learning Observation (if applicable)	Within the 3 rd to 7 th weeks of the semester for short-term classes Within the 8 th to 16 th weeks of the semester
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 3 rd week of semester; Student completion within the 4 th to 8 th weeks of the semester for short-term classes HRD & DL disseminate by end of the 9 th week of semester; Student completion within the 10 th to 13 th weeks of the semester For counselors HRD disseminates within the 1 st to 13 th weeks of the semester; Student completion by end of the 13 th week
Division Chair (or designee) Evaluation Division Chair Recommendation	On or before the Friday of the 16 th week of the semester to the Supervising Administrator

Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation	On or before the Friday of the 17 th week of the semester to the Human Resources Department
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Adjunct Faculty Evaluation Timeline Spring Semester	
Document	Deadline
Curriculum Packet (if applicable)	End of the 7 th week of the semester to the Division Chair and Supervising Administrator
Classroom or Workplace Observations	Within the 3 rd to 7 th weeks of the semester for short-term classes Within the 8 th to 16 th weeks of the semester
Distance Learning Observation (if applicable)	Within the 3 rd to 7 th weeks of the semester for short-term classes Within the 8 th to 16 th weeks of the semester
Student Evaluations (if applicable)	HRD & DL disseminate by end of the 3 rd week of semester; Student completion within the 4 th to 8 th weeks of the semester for short-term classes HRD & DL disseminate by end of the 9 th week of semester; Student completion within the 10 th to 13 th weeks of the semester For counselors HRD disseminates within the 1 st to 13 th weeks of the semester; Student completion by end of the 13 th week

Division Chair (or designee) Evaluation Division Chair Recommendation	On or before the Friday of the 16 th week of the semester to the Supervising Administrator
Supervising Administrator (or designee) Evaluation and Supervising Administrator Recommendation	On or before the Friday of the 17 th week of the semester to the Human Resources Department

Appeal Process

If any Faculty members under sections 6.8.1-6.8.3 believe that the evaluation process has been violated, he/she may file a grievance pursuant to article 8.2 of the collective bargaining agreement.

6.9 Security Video Monitoring and Surveillance Technology: Video monitoring will not be used to view or record workstations, including private offices, desks or cubicles, classrooms, or rooms where students, staff and/or faculty commonly work, study, or hold discussions, living areas, or other common-use areas where a reasonable expectation of privacy exists.

Video and access control security records will not be used for purposes related to the evaluation of employee job performance, nor will they be used as a means to track employee attendance and/or as a timekeeping record. However, the District may use such records in support of disciplinary proceedings against faculty, staff, or student(s), in a civil suit against person(s) whose activities are shown on the recording and are the basis for the suit. The Director of Campus Security or an authorized District administrator shall only perform review of video records, with a good faith reason for review.

Security cameras will not be monitored in real time with the exception of those located in the Campus Safety and Security office; as an immediate response to the report of criminal activity on campus; suspicious behavior or in the course of an ongoing investigation of criminal activity. Cameras shall only be reviewed and monitored by the Director of Campus Security or an authorized District administrator with a good faith reason for the review, with the following exceptions:

1. Bookstore public retail areas may be monitored in real time by Bookstore employees;
2. Cougar Café food service areas may be monitored in real time by Café employees;
3. Child Development Center classrooms may be observed in real time as an instructional activity in alignment with Early Childhood Education curriculum under the direction and supervision of appropriate faculty and/or Child Development Center staff.
4. Dental Hygiene reception and storage area.

Information obtained in violation of the District’s campus security camera policy may not be used in a disciplinary proceeding (with the exception of alleged criminal activity) against a

faculty member. It is not the intent of the policy to use security cameras for the monitoring of faculty or employees for disciplinary purposes, performance evaluations, or corrective action.

The District will provide a 10-day written notice to the President and Vice-President of the Faculty Association of proposed installation of new cameras. The Faculty Association will notify the Administration within 10 days if they believe the new cameras are not in compliance with the campus security camera policy prior to the cameras being activated.

The District will provide a 10-day written notice to the President and Vice-President of the Faculty Association of any proposed changes to the campus security camera policy or if any new security or surveillance technology is to be installed or activated by the District.

6.10 **Academic Freedom and Responsibility**

The District and the TCFA agree that academic freedom is essential to the teaching-learning process. The fundamental need is acknowledged to protect faculty from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching function. Academic freedom affords faculty the right to speak freely, pursue research, and write, all without unreasonable restrictions or prejudices, and to evaluate and be evaluated fairly and objectively, based upon academic merit.

The District, the College, and the unit member will adhere to the following regarding academic freedom in conjunction with BP 4030.

1. To assure the academic integrity of the teaching-learning process, faculty members distinguish between personal convictions and professionally accepted views in a discipline. They present data and information fairly and objectively.
2. Faculty members shall be free to exercise academic freedom, including freedom of investigation, freedom of discussion in the classroom related to the subject matter of instruction or the faculty member's subject matter expertise, freedom to select texts and other instructional materials (per District policy and procedures), 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 assessment and 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 held as private citizens.
4. The District recognizes the right of the faculty member to be free from District censorship which might interfere with the faculty member's obligation to pursue truth and maintain the faculty member's intellectual integrity in the performance of teaching functions.

5. As a member of a learned profession and an officer of an educational institution, a faculty member holds a special position in the community that imposes special obligations. The public may judge the profession and the District by the faculty member's utterances. Therefore, the faculty member should make every effort to meet community standards of honesty, respect, and restraint, to meet professional standards of accuracy, and to make clear that the faculty member is not an institutional spokesperson.

ARTICLE 7: COMPENSATION & BENEFITS

7.1 Benefits

- 7.1.1 Insurance Benefits: The District shall provide health and welfare benefits for active full time faculty members and their eligible dependents as follows: Payment of monthly premiums for District Options Plan D or G to include medical, prescription, employee assistance program (EAP), vision, dental with orthodontia and life insurance coverage. Active full-time faculty members and their eligible dependents may select District Option Plan A, however, the full-time faculty member shall pay the difference in cost between Plans A and D by monthly payroll deductions through the District's Section 125 plan. Further details regarding the health insurance benefits are described in Appendix F.
- 7.1.2 Dependent Priority Registration: Priority registration (Placement in Group 2-1) is given to dependent(s) as defined by SISC, with priority registration extending beyond SISC eligibility for dependents who hold catalog rights from when they were SISC eligible. These priority registration rights are open to dependents as long as the qualifying employee maintains full time employment status with the District during the priority registration period.

7.2 Faculty Salary Schedule: Placement on the Faculty Salary Schedule shall be based on earned college degrees and acceptable units of post-baccalaureate work. (see appropriate Salary Schedule - Appendix B1, B2, or B3)

- 7.2.1 In moving from one class to another, a faculty member will move laterally on the schedule to the next step (reflective of total service credit) in the new class.
- 7.2.2 Rules governing classification and placement of Vocational Instructors will be consistent with Title 5 and "Minimum Qualifications for Faculty & Administrators in California Community Colleges;" publication. (H.R. Div., CCC Chancellor's Office)
- 7.2.3 Service Credit: A service credit step shall be defined as one year of teaching experience and a recorded attendance of at least 75% of the two eligible committees to which the

faculty member has been assigned, from the beginning of the school year in August through April 30th or a service credit step shall be defined as one (1) year of teaching experience and recorded attendance of at least 75% of the one (1) eligible committee to which the faculty member has been assigned and completion of at least 75% of approved alternative committee service from the beginning of the school year in August through April 30th.

An eligible committee is defined as an AEER approved committee that is scheduled to meet once a month or a minimum of ten (10) hours during the academic year. Alternative Committee Service is defined to be a minimum of ten (10) hours of mutually agreed upon service to the District. Alternative Committee Service must be pre-approved by the Supervising Educational Administrator and completed by the end of each academic year.

7.2.3.1 The Academic Senate President, the Vice President of Instruction, and/or the Vice President of Student Services shall jointly assign each faculty member to one (1) or two (2) eligible committees as defined in the faculty handbook, in order to satisfy this service credit requirement.

7.2.3.1.1 Each faculty member's committee assignments shall be listed on the faculty member's assignment sheet at the beginning of each semester.

7.2.3.1.2 All chairpersons of Taft College committees to which faculty members are assigned shall record the attendance of committee meetings and will provide a copy to the Office of Instruction by April 30th of each year.

7.2.3.1.3 It shall be the responsibility of each faculty member to ensure that his or her committee attendance is recorded.

7.2.3.1.4 A faculty member may serve on more than two (2) committees on a volunteer basis.

7.2.3.1.5 Each faculty member shall automatically be credited with one (1) step of service credit for each year of experience under contract unless the AEER committee shall determine that the faculty member has not met the service credit requirements for that year by:

1. Failure to teach the assigned load as listed on the assignment sheet, or
2. Failure to attend at least 75% of all committee meetings that the faculty member is assigned to and as listed on the assignment sheet, or
3. Failure to complete at least 75% of approved Alternative Committee Service.

7.2.3.1.6 Any faculty member denied service credit shall be ineligible for overload assignment for the next school year.

7.2.3.2 Accelerated Service: Accelerated service credit may be granted to Step 24 on the salary schedule as per paragraph 7.2.3.2.1. A faculty member will be placed on the appropriate service step based upon attainment of the requisite years of service.

7.2.3.2.1 Accelerated movement to Step 24 based on professional growth is an option for each faculty member. Accelerated movement may be achieved by completion of twelve (12) professional growth units to Step 24 provided by the District or a combination of in-service classes plus approved college level work, or by completion of approved college level work. A faculty member must satisfy the unit requirement by completing twelve (12) professional growth units, while the faculty member is in Class VII, Steps 4-17 for advancement to Step 24. When a faculty member completes the unit requirement and a complete academic year on Step 18, advancement to Step 24 shall be granted effective at the beginning of the employee's contract year.

7.2.3.3 The District will offer a three (3) semester unit in-service class for salary schedule or service credit each year during the term of this contract.

7.2.3.3.1 Excess credit may be applied to change in class where appropriate.

7.2.3.4 As set forth in this section, the following may constitute a satisfactory equivalent for the required college work. A satisfactory equivalent may be in the fields of travel, research, community service, work experience including college summer school teaching or In-Service training. Only in exceptional cases will this substitution fulfill all the college credit required.

7.2.3.4.1 Travel: Only trips of outstanding educational value will be considered.

7.2.3.4.2 Research: Includes work such as fact-finding in connection with gathering materials for publishing professional books, articles, etc., new course development or educational studies assigned by the Superintendent/President.

7.2.3.4.3 Community Service: Outstanding leadership in community affairs, which not only makes a real contribution to the community and the institution, but increases one's value as a faculty member.

7.2.3.4.4 Work Experience: Only work experience of outstanding educational value in related fields will be considered.

7.2.3.4.5 In-Service Training: Approved In-Service Training may be accepted.

7.2.3.4.6 Continuing Education Units: Approved pursuant to the AEER committee guidelines. One CEU Credit (10 hours class time) = 1/3 semester unit. **In evaluating private instruction, 50 hours of instruction and practice are considered equivalent to one unit.

7.2.3.5 To request approval for salary credit units during the fall and spring semesters, a Salary Credit Request Form must be submitted to the appropriate supervising

administrator no later than 5 business days after the first day the faculty member begins salary credit activities. The supervising administrator will notify the faculty member within 5 business days whether the request was approved or denied. Evidence of successful completion of approved salary credit activities must be submitted to the Human Resources Department on or before May 31 of the year in which the faculty member plans to apply the salary credit.

7.2.3.6 To request approval for salary credit units from June 1 to the Friday prior to the fall semester, a Salary Credit Request Form must be submitted to the appropriate supervising administrator no later than 5 business days after the first day the faculty member begins salary credit activities. The supervising administrator will notify the faculty member within 5 business days whether the request was approved or denied. Evidence of successful completion of approved salary credit activities must be submitted to the Human Resources Department on or before the Friday prior to the fall semester.

7.2.3.7 The Human Resources Department shall provide each full-time faculty member a report detailing their total salary credit units on or before May 10 of each academic year.

7.2.3.8 Professional Development Hours for Temporary (Adjunct) Faculty

Temporary (adjunct) faculty (excluding permanent, full-time faculty teaching overload, management and classified adjuncts) are eligible to earn professional development hours during any Fall or Spring semester they have a teaching assignment with the District. Professional development hours must be pre-approved by submitting the professional development form to the temporary faculty member's supervising Vice-President. The number of eligible paid professional development hours per semester is based on the number of hours a temporary faculty member teaches per week. If a temporary faculty member's load equals 9 hours per week, then up to 9 hours of professional development can be paid per semester. Professional development hours are compensated during the final pay period of each semester. If a temporary faculty member earns more professional development hours during one semester than their load, the excess hours can be banked for up to one year and paid out during subsequent semesters, provided the temporary faculty member has a teaching assignment with the District.

Temporary (adjunct) faculty (excluding permanent, full-time faculty teaching overload, management and classified adjuncts) are eligible to earn professional development hours during any Fall or Spring semester they have a counseling assignment with the District. Professional development hours must be pre-approved by submitting the professional development form to the temporary faculty member's supervising Vice-President. The number of eligible paid professional development hours per semester is based on the number of hours a temporary faculty member is working as an adjunct counselor per week. (See table below). If a temporary counseling faculty member is employed greater than 14 hours but less than or equal to 21 hours per week, then up to 6 hours of professional development can be paid per semester. Professional development hours are compensated during the final pay period of each semester. If a

temporary counseling faculty member earns more professional development hours during one semester than they are eligible for, the excess hours can be banked for up to one year and paid out during subsequent semesters, provided the temporary faculty member has a counseling assignment with the District.

Adjunct Counselor Hours	Eligible Professional Development Hours
$28 < x \leq 35$	10
$21 < x \leq 28$	8
$14 < x \leq 21$	6
$7 < x \leq 14$	4
$0 < x \leq 7$	2

Examples of eligible professional development activities and the form are available on the Taft College website under the Faculty resources tab.

7.2.4 Persons Entering the System: A first-year member will be initially placed within a classification according to the maximum academic coursework achievement at the time they enter the service of the West Kern Community College District. Advancement in classification (lateral movement on the salary schedule) may be achieved by taking the additional work necessary to meet the qualifications of the next higher class.

7.2.4.1 Related experience (other than that referred to in 7.2.2) previous to employment by the West Kern Community College District shall be credited on the basis of year for year actual experience time up to eight (8) steps on the salary schedule.

7.2.4.2 All degrees and units shall be from an accredited institution.

7.2.4.3 Exception upward to the regular schedule may be made at the discretion of the District when supply and demand or other conditions make it advisable.

7.2.5 Prior Experience or Professional Training: A faculty member who claims prior experience or professional training shall be responsible for obtaining official statements and records for the District. The District will evaluate the statements and records. The faculty member shall substantiate all credits to be applied for salary placement purposes during the following year by providing transcripts of record to the District.

7.2.5.1 Credit for military service will be given to those faculty members who met minimum qualifications prior to entering military service. Credit shall be given at the rate of one year's credit for two years of military service.

7.2.6 Persons Teaching Adjunct/Overload: A first year adjunct and full-time faculty member teaching an overload assignment, will initially be placed on Step 1 of the Hourly Rate portion of the Extra Duty Compensation Faculty Salary Schedule, Appendix B-1. The regular and temporary faculty member shall teach two (2) semesters prior to advancing to the next Step.

7.2.6.1 Related experience previous to employment by the West Kern Community College District shall be credited on the basis of a year for year actual experience time up to Step 3 on the Hourly Rate portion of the Extra Duty Compensation Faculty

Salary Schedule, Appendix B-1. Related experience can be prior teaching experience or professional/industry experience related to the subject being taught.

7.3 Faculty Salaries: The salary schedules for regular and temporary faculty are attached to this Agreement as Appendix B1, B2 and B3.

7.3.1 To establish a salary schedule effective July 1st of each contract year, the Compensation Study (Frey Report) issued in the same contract year will be used to set the minimum salary schedule increase by averaging the non-doctorate maximum at step 20 matrix, ranks 30-36 as compared to step 18 in the most current TC salary schedule. The goal is to target salaries at a future rank of 36.

7.3.2 Step and column increases shall be granted as of each July 1 for the term of this Agreement.

7.3.3 A faculty member who is appointed to an extra-duty assignment that is in addition to the faculty member's regular assigned workload shall be compensated in accordance with the applicable provisions of Appendix B-1. The District reserves the right to compensate a faculty member for an extra-duty assignment by reducing the faculty member's regular assigned teaching load or other job assignment, provided the load reduction dollar factor shall be not less than the stipend amount.

7.3.4 A faculty member who is employed on an eleven (11) month or twelve (12) month contract shall be paid based on Appendix B-2 or B-3, as appropriate.

7.3.5 A faculty member who is assigned in excess of thirty (30) equated semester hours in an academic year will be compensated on the hourly rate schedule in Appendix B-1.

7.3.6 Adjunct Faculty Course Outline of Record Development Assignment: Adjunct Faculty assigned to make minor revisions to Course Outline of Record (COR) shall be compensated 3 hours on the hourly rate schedule in Appendix B-1. Adjunct Faculty assigned to make major revisions to existing COR or development of new COR shall be compensated 5 hours on the hourly rate schedule in Appendix B-1. The Vice President of Instruction and the appropriate Division Chair shall determine the COR classification: 1) major; or 2) minor.

7.3.7 Club Advisor Stipends: One (1) full-time or adjunct faculty member per club, up to a maximum of eleven (11) clubs, excluding ASB, PTK and DHC, will be compensated as listed on the extra duty page B-1 per academic year utilizing the process as described in the Faculty Handbook.

7.3.8 Division Chairperson Annual Stipends: Division Chairpersons will receive 20% release time for purposes of performing the Division Chairperson duties. Division Chairpersons shall also receive an annual stipend, paid monthly. The stipend is based upon the total full-time equivalent teaching faculty ("FTEF"), including adjunct faculty, in the chairperson's division.

7.3.8.1 Effective July 1, 2015 the Division Chairperson Annual Stipends will be as follows:

FTEF	Stipend Amount
------	----------------

0-10	See Extra Duty Page B-1
>10-20	See Extra Duty Page B-1
>20+	See Extra Duty Page B-1

7.3.8.2 FTEF will be recalculated by March 1 each year by the Office of Instruction by adding the previous calendar year’s spring, summer and fall FTEF and dividing by two (2) for the purpose of determining the stipend amount for the following fiscal year.

7.4 Retiree Health Benefits Program: The District shall make a contribution for the health benefit program on behalf of a regular faculty member who has retired from District employment into the State Teachers Retirement System (“STRS”) or Public Employees Retirement System (“PERS”) as follows:

	Employee Hire Date			
	On or Before 8/15/2002	8/16/2002 - 4/30/2010	On or After 5/1/2010	On or After 5/1/2016
Years of Service & Age Requirement	10	20 @ Age 55 or 15 @ Age 60	20 @ Age 55 or 15 @ Age 60	20
Length of District Paid Benefit	Life of Retiree	Life of Retiree	Retiree Age 65	Up to 5 years or Retiree Age 65
Includes Dependents	Yes, for Life of Retiree	Yes, for Life of Retiree	Yes, to Retiree Age 65	Yes, up to 5 years or Retiree Age 65

7.4.1 A regular faculty member hired on or before 8/15/2002 who was employed by the District for at least ten (10) complete academic years and his/her eligible dependents shall be eligible to participate in a District paid health benefits program from the time of retirement for the life of the retiree. For the purpose of this Retiree Health Benefits Program, a “complete academic year” is a year in which a faculty member serves at least 75 percent of the number of instructional days within the District. A Board approved leave of absence shall not constitute a break in service with regard to an employee serving a complete academic year. The contribution shall be the same amount as the District’s monthly health benefits program contribution for a regular faculty member who has not retired. (See Appendix F)

A regular faculty member hired on 8/16/2002, or thereafter through 4/30/10 who was employed by the District for at least twenty (20) complete academic years and who is age 55 or older, or who was employed by the District for at least fifteen (15) complete academic years and who is age 60 or older and his/her eligible dependents shall be

eligible to participate in a District paid health benefits program from the time of retirement for the life of the retiree. For the purpose of this Retiree Health Benefits Program, a “complete academic year” is a year in which a faculty member serves at least 75 percent of the number of instructional days within the District. A Board approved leave of absence shall not constitute a break in service with regard to an employee serving a complete academic year. The contribution shall be the same amount as the District’s monthly health benefits program contribution for a regular faculty member who has not retired. (See Appendix F)

A regular faculty member hired on 5/1/2010 or thereafter through 4/30/2016 who was employed by the District for at least twenty (20) complete academic years and who is age 55 or older, or who was employed by the District for at least fifteen (15) complete academic years and who is age 60 or older and his/her eligible dependents shall be eligible to participate in a District paid health benefits program until the retiree reaches 65 years of age. For the purpose of this Retiree Health Benefits Program, a “complete academic year” is a year in which a faculty member serves at least 75 percent of the number of instructional days within the District. A Board approved leave of absence shall not constitute a break in service with regard to an employee serving a complete academic year. The contribution shall be the same amount as the District’s monthly health benefits program contribution for a regular faculty member who has not retired. (See Appendix F)

A regular faculty member hired on 5/1/2016 or thereafter, who was employed by the District for at least twenty (20) complete academic years and his/her eligible dependents shall be eligible to participate in a District paid health benefits program for up to five (5) years or until the retiree reaches 65 years of age. In order to receive the health benefits a 2.5% annual premium is required. (Example: Current benefit package cost \$20,000. $\$20,000 \times .025 = \500 per year or \$41.67 per month.) For the purpose of this Retiree Health Benefits Program, a “complete academic year” is a year in which the faculty member serves at least 75 percent of the number of instructional days within the District. A Board approved leave of absence shall not constitute a break in service with regard to an employee serving a complete academic year. The contribution shall be the same amount as the District’s monthly health benefits program contribution for a regular faculty member who has not retired. Hire date is defined as the employee’s first paid date of service. (See Appendix F)

Any regular faculty member who has retired from the District and is ineligible or becomes ineligible for District provided retiree benefits has the option to continue on the District health benefit program or the District supplemental program at the employee’s cost.

7.4.1.1 A retiree or eligible dependent who is covered by the provisions of paragraph 7.4.1 and who reaches the age of 65 or becomes eligible for Medicare, whichever occurs first, must enroll in and pay the cost of Medicare A and B at the time of eligibility or the District contribution set forth in paragraph 7.4.1 shall be terminated immediately.

7.4.1.2 Upon enrollment in Medicare A and B, the District’s monthly medical insurance contribution shall be reduced to the amount necessary to provide the AARP, Plan F Medicare Supplement insurance program. (See Appendix G)

7.4.2 A retiree, as a condition of receiving the medical insurance contribution benefit under paragraph 7.4, inclusive, must maintain continuous medical insurance coverage and eligibility pursuant to the provisions of current District medical insurance plans.

7.4.3 All faculty members retiring between the ages of 55 to 63 have the option to opt out of retiree health benefits and receive a one-time cash incentive based on the current dollar amount for active employees as shown in the table below:

Age at Retirement	20% of current dollar amount of active employee health benefit package
55	Multiplied by 9
56	Multiplied by 8
57	Multiplied by 7
58	Multiplied by 6
59	Multiplied by 5
60	Multiplied by 4
61	Multiplied by 3
62	Multiplied by 2
63	Multiplied by 1

(Example: Assume current benefit package is \$20,000. 20% of \$20,000 is \$4,000. A 58-year old faculty member retires and opts out of retiree health benefits. For opting out the faculty member receives a one-time cash payout of \$24,000.)

Note: Once a faculty member accepts the incentive to opt out of the retiree health benefit program, they will not be able to opt back in.

7.5 **Longevity Program:** A regular faculty member who has completed fifteen (15) but not more than twenty (20) years of full-time service with the West Kern Community College District “District” shall receive a total of a 1% increase to their base salary as determined by the salary schedule. A regular faculty member who has completed twenty (20) but not more than twenty-five (25) years of full-time District service shall receive a total of a 2% increase to their base salary as determined by the salary schedule. A regular faculty member who has completed twenty-five (25) years or more of full-time District service shall receive a total of a 6% increase to their base salary as determined by the salary schedule.

Years of Service	Increase to Base Salary
16 to 20	1%
21 to 25	2%
26 plus	6%

ARTICLE 8: EMPLOYER-EMPLOYEE RELATIONS

8.1 **TCFCBC**: The District and the Association have formed the Taft College Faculty Collective Bargaining Committee for the purpose of maintaining a channel of communication between the District and the Association. The TCFCBC process provides a forum for discussion of all matters related to the relationship between the District, as the employer, and the Association, as the exclusive representative of the faculty with regard to wages, hours, and other terms and conditions of employment as that phrase is defined in the Educational Employment Relations Act. In addition, TCFCBC shall be utilized to attempt to resolve any claim of a violation of the terms of the Agreement.

8.1.1 TCFCBC shall be composed of up to seven (7) members appointed by the Faculty Association President and up to seven (7) members appointed by the Superintendent/President. TCFCBC will meet monthly, or as otherwise scheduled by mutual agreement.

8.1.2 Any agreement reached by the TCFCBC that adds to, subtracts from, or otherwise is intended to alter or amend the terms of this Agreement shall be reduced to writing.

8.2 **AEER**: The Academic Employer-Employee Relations committee is a joint committee that (1) reviews issues which might constitute grievances prior to the matter being referred to the TCFCBC group, (2) studies salary schedule credit and makes recommendation to the Superintendent/President, (3) reviews a faculty member's request for compensation for additional duties and, (4) reviews a faculty member's request to apply Continuing Education Units (CEUs) toward salary hurdle or salary class changes pursuant to guidelines, as set forth in Article 7, paragraph 7.2.3.4.6, (5) performs duties regarding the Sabbatical Leave process as set forth in Article 5. The CEU guidelines shall not be modified except by mutual agreement between the District and the Association.

8.2.1 The AEER committee is composed of up to three (3) members appointed by the Association President and up to two (2) members appointed by the Superintendent/President. The committee meets on an as-needed basis.

ARTICLE 9: COMPLETION OF MEET AND NEGOTIATION

9.1 It is agreed that the specific provisions contained in the Agreement are a true and precise representation of all agreements reached by the parties. Except as provided by Article 8, during the term of this Agreement, the Association 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 whether or not referred to or covered in this Agreement, even though the subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though the subjects or matters were proposed and later withdrawn. The parties may reopen any provision of this Agreement by mutual agreement.

ARTICLE 10: TERM AND RENEGOTIATION

- 10.1** This Agreement replaces and supersedes the prior agreement of the parties which was in effect, for the period from July 1, 2020 through June 30, 2023

ARTICLE 11: CONCERTED ACTIVITIES

- 11.1** It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in activity proscribed by this Article.

- 11.1.1 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all faculty members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by faculty members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those faculty members to cease engaging in the proscribed activity.

ARTICLE 12: SAVINGS PROVISION

- 12.1** If any provision or provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, the provisions will not be deemed valid and subsisting except to the extent permitted by law. All other provisions of this Agreement will continue in full force and effect.

RECOMMENDED FOR RATIFICATION

For the District:

DAMON BELL
Vice President, Student Services

BROCK MCMURRAY
Superintendent/President

HEATHER del ROSARIO
Vice President, Human Resources

TODD HAMPTON
Executive Vice President, Administrative
Services

LESLIE MINOR
Vice President, Instruction

For the Exclusive Representative:

ADAM BLEDSOE
Professor

CHRIS FLACHMANN/Counselor

DR. GREG GOLLING
Professor/ Association Vice President

MICHAEL MAYFIELD
Professor

DAVID MITCHELL/Professor

RUBY PAYNE
Professor/ Association President

JUANA RANGEL-ESCOBEDO/Counselor

RATIFIED

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or the Exclusive Representative to ratify and accept the Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

**WEST KERN COMMUNITY COLLEGE
DISTRICT**

**TAFT COLLEGE FACULTY
ASSOCIATION, CTA/NEA**

BILLY WHITE
President, Board of Trustees

RUBY PAYNE
President

Dr. KATHY ORRIN
Secretary, Board of Trustees

DATED: _____

DATED: _____

APPENDIX A: RESOLUTION

WHEREAS: The Board of Trustees of the West Kern Community College District has received a written request, pursuant to Chapter 961, California Statutes 1975, from the Taft College Faculty Association for CTA/NEA to be recognized as the exclusive representative of a unit of employees of this district which includes all full-time certificated employees and part-time employees and which excludes all administrative employees; and

WHEREAS: Pursuant to Chapter 961, California Statutes 1975, said employee organization has submitted satisfactory evidence that a majority of the employees in the above-described unit have supported and authorized such request for recognition; therefore be it

RESOLVED: That the Board of Trustees of the West Kern Community College District, in accordance with the provisions of Chapter 961, California Statutes 1975, (Government Code Sections et seq.), hereby recognizes the Taft College Faculty Association as the exclusive representative of a unit of employees of this district which includes all full-time certified employee and part-time employees and which excludes all administrative employees.

The Board of Trustees reserves the right to change this unit for employee representation should present legislation be amended to permit separate units for full-time and part-time employees.

The foregoing Resolution was adopted at a duly called meeting of the Board of Trustees of the West Kern Community College District on May 5, 1976.

Signed/ Harry W. Furman
Board President

Signed/ Charles R. Scott
Board Member

Signed/ Mel Stewart
Board Member

Signed/ John J. Miller
Board Member

Signed/ R. G. Mundy
Board Member

APPENDIX B-1: SALARY SCHEDULE 10-MONTH

APPENDIX B-1,P2: SALARY SCHEDULE EXTRA DUTY COMPENSATION

APPENDIX B-2: SALARY SCHEDULE 11-MONTH

APPENDIX B-3: SALARY SCHEDULE 12-MONTH

APPENDIX B-4: COACHING COMPENSATION

APPENDIX B-4, P2: COACHING COMPENSATION

APPENDIX B-4, P3: COACHING COMPENSATION

APPENDIX B-4, P4: COACHING COMPENSATION

APPENDIX B-4, P5: COACHING COMPENSATION

APPENDIX C: FACULTY SERVICE AREAS

In accordance with the provisions of Education Code Sections 87743.2 and 87743.5 the District shall establish Faculty Service Areas (FSAs) and shall establish competency criteria for faculty members employed by the District. The District's list of FSAs is on file in the offices of Vice Presidents and Vice President of Human Resources, Division Chairs, the Academic Senate President, and the Faculty Association President.

When any reduction in the faculty is required, the applicable provisions of the Education Code shall be followed. No permanent or probationary faculty member shall be laid off while any faculty member with less seniority is retained to render a service in a FSA in which any senior faculty member is qualified to perform. (Education Code Sections 87743-87761, inclusive and Sections 87414-87415.) The following regulations shall guide the process of faculty assignments into FSAs:

- A. Each faculty member shall qualify for one or more faculty service areas at the time of initial employment. A faculty member shall be eligible for qualification in any faculty service area in which the faculty member has met both minimum qualifications pursuant to Education Code Section 87356 and District competency standards.
- B. The FSA Committee shall consist of the Academic Senate President, the Faculty Association President, the Vice President of Instruction, and the appropriate Division Chair and Vice President of Human Resources. The FSA Committee shall assign each new faculty member into one or more FSAs at the initial time of hire.
- C. After initial FSA assignment, a faculty member may apply to the FSA Committee for assignment to an additional FSA for which faculty member either holds a California Community College Credential encompassing the discipline, or has met the minimum qualifications as set forth by the Board of Governors Minimum Qualifications for Faculty and Administrators in California Community Colleges.
- D. An application to be added to an FSA must be received on or before October 1 by Vice President of Human Resources in order to be considered in layoff proceedings in the academic year in which the application is received. The FSA Committee will respond with a decision by November 30 of the same year.
- E. A record of FSAs and faculty members who have been assigned to each FSA shall also be maintained by the FSA committee.
- F. A faculty member shall be deemed competent to render service in a service area if he or she fulfills at least one of the conditions in paragraph C, above, or has specialized skills that the FSA Committee and the District agree make the faculty member competent to render service.
- G. A faculty member shall be given written notification of the initial FSA assignment and of any subsequent FSA assignment changes.

APPENDIX D: RETRAINING

Retraining faculty member with a new teaching competency is one of several approaches which may be offered by the District in a variety of employment situations.

- A. When fiscal circumstances and budget restraints require consideration of staff reductions or the reallocation of staff resources, retraining options (as well as resignation and/or retirement program options) shall be considered. The goal of the options should be to mitigate the impact of the fiscal circumstances with the least amount of faculty displacement or job loss.
- B. A faculty member may participate in a District-approved retraining program that leads to a new teaching competency. An individual retraining program, including the area in which the faculty member seeks to be retrained and the amount of total compensation (e.g., salary, health and welfare benefit contributions to be made by the District during the retraining period, and District contributions toward the educational costs of the retraining), is subject to mutual agreement between the District and the faculty member. In addition to total compensation, a faculty member's partial teaching load during the retraining period, if any, is subject to mutual agreement. The guidelines set forth below would be applied to each individual proposal for retraining, based upon the underlying reason for retraining request.
 1. If a proposal for retraining is an outgrowth of an action by the District to layoff a faculty member or faculty members or is designed to forestall a layoff, the retraining proposal shall be reviewed in light of the availability of funds in the District and current or projected areas of instructional need for succeeding school year.
 - a. The faculty member's total compensation, including all of the factors listed in paragraph B of this Appendix, would be no less than 50 percent of the faculty member's regular total compensation for the prior school year. Any partial teaching load that may be agreed to as part of the retraining proposal shall be reviewed in light of the District's assessment of those needs.
 2. If a proposal for retraining is based upon mitigating or accommodating a current unmet need in the District instructional program or upon preparing for a projected shift in the emphasis of the District's instructional program within the faculty member's assigned department in order to meet changing student needs, the retraining proposal shall be reviewed in light of the District's assessment of those needs.
 - a. The faculty member's total compensation, including all of the factors listed in paragraph B of this Appendix, would be up to a maximum of 100 percent of the faculty member's regular total compensation for the prior school year. Any partial teaching load that may be agreed to as a part of the training program would be calculated within the percentage established by operation of this paragraph.

- C. In all cases, a faculty member's proposal for retraining shall be subject to review and analysis by the TCFCBC committee prior to a final determination by the District.
 - 1. As a part of the review analysis by the TCFCBC, the faculty shall make a personal presentation and defense of the proposal.
- D. In consideration for the District's agreement to authorize and to fund a faculty member's retraining program, the faculty member shall agree to provide two years of service to the District commencing not later than the beginning of the fall semester following completion of the retraining program.
- E. Except in extenuating circumstances, the amount of time for a proposed retraining program shall be limited to a period equivalent to the faculty member's annual contract for the preceding school year.
- F. Upon the successful completion of a retraining program, the faculty member may request a transfer to the area of the new teaching competency or the District may assign the faculty member to the area of the new teaching competency.

APPENDIX E: CATASTROPHIC LEAVE PAY

A. Catastrophic leave pay may be available to an employee as set forth herein pursuant to the provisions of Education Code section 87405. Catastrophic leave pay shall consist of the amount of sick leave credit, vacation time, or compensatory time off credits that are donated to the affected employee by other employees.

1. Donations of sick leave credit shall be made in blocks that are equivalent to one day of leave for the donating employee. An employee who donates sick leave credits shall be required to have a sick leave balance equivalent to five days (e.g., full-time employee = 40 hours) following the donation.
2. Donations of vacation time or compensatory time off credits shall be made in blocks of not less than two hours per donating employee.

B. For the purpose of calculating credits for an employee who receives catastrophic pay, the following shall apply:

1. If the employee who donates eligible time credits is at a different salary rate than the employee who receives the credits, the formula to be used shall be: Donating employee's hourly rate multiplied by number of hours donated equals \$X; \$X divided by receiving employee's hourly rate equals the number of catastrophic leave hours available to receiving employee.

Example: Donating employee - Secretary (rate \$9.00 per hour) donates eight hours:
 $\$9.00 \times 8 = \72.00 ;

Receiving employee - Clerk (rate \$7.00 per hour) will be entitled to:
 $\$72.00 \div \$7.00 = 10.29$ hours of catastrophic leave credits.

2. If the employee or employees who donate eligible time credits are at the same salary rate as the employee who receives the credits, the receiving employee shall be credited with the number of hours donated.
3. The receipt of donated time credits under this program shall not serve to extend or modify the terms or limitations of ARTICLE 5, LEAVES OF ABSENCE, paragraph 5.3, of this Agreement. However, at the written request of the employee, donated time credits shall be coordinated with differential pay during a period when the employee is on Extended Sick Leave in order to mitigate the impact of the deduction of the substitute's pay from the employee's regular pay. Further, at the written request of the employee, donated time credits shall be coordinated with Family Medical Leave Act benefits in order to provide a continuation of income, or to provide an extension of contributions for the District's health insurance package, or both during the period when the employee does not receive wages from the District.

C. The employee shall fill out an application form for catastrophic leave and shall attach a written statement and verification from a licensed physician or practitioner indicating the nature and extent of the illness or injury without revealing confidential medical information, the projected date of the employee's return to work, and a statement that the employee is medically unable to work due to the illness or injury.

1. Where the application is based on the catastrophic illness or injury of a member of the employee's immediate family, all required medical information, statements, and verifications shall be related to the affected family member. In addition, the employee shall attach a written statement indicating the circumstances that required the employee's absence from work. Finally, the employee shall be allowed and required to utilize all of the employee's regular sick leave as provided by ARTICLE 5, LEAVES OF ABSENCE, paragraph 5.3, inclusive, of the Agreement prior to the receipt of donated time credits.

D. The term "catastrophic illness or injury" shall be defined as set forth in Education Code section 87045(a)(1) which states:

"'Catastrophic illness' or 'injury' means an illness that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from an extended period of time to care for the family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off."

APPENDIX F: ACTIVE FACULTY HEALTH INSURANCE

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APPENDIX G: 65 PLUS RETIREE HEALTH BENEFITS

APPENDIX H: EVALUATION FORMS

