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**Kern Community College District  
Board Policy  
Chapter 7 – Human Resources**

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**BP 7120 RECRUITMENT AND HIRING**

**Under review VCHR**

**References:**

*Education Code Sections 70901.2, 70902(b)(7) & (d), and 87100 et seq.; Title 5 Sections 53000 et seq. and 51023.5;  
WASC/ACCJC Accreditation Standard III.A.1*

The **District** Chancellor shall nominate or recommend employees, and the Board of **Trustees** shall employ from those who have been nominated or recommended by the **District** Chancellor. It shall be the responsibility of the **District** Chancellor to employ and retain well-qualified, competent staff members. The **District** Chancellor may authorize interim employment and payment prior to Board action to accommodate payroll processing; however, Board action is required to ratify employment at the next regularly scheduled Board meeting.

The **District** Chancellor shall establish procedures for the recruitment and selection of employees including, but not limited to, the following criteria.

An Equal Employment Opportunity Plan shall be implemented according to Title 5 and BP 3420 titled Equal Employment Opportunity.

Academic employees shall possess the minimum qualifications prescribed for their positions by the Board of Governors.

The criteria and procedures for hiring academic employees shall be established and implemented in accordance with board policies and procedures regarding the Academic Senate's role in local decision-making.

The criteria and procedures for hiring classified employees shall be established after first affording the CSEA an opportunity to participate in the decisions under the Board's policies regarding local decision making.

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**Kern Community College District  
Administrative Procedure  
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**AP 7120 RECRUITMENT AND HIRING**

**References:**

*Education Code Sections 87100 et seq., 87400, and 88003;  
WASC/ACCJC Accreditation Standard III.A.1*

**Under review VCHR**

**FACULTY HIRING**

**Position Identification/Approval**

The need for contract faculty positions shall be determined cooperatively through a well-defined, thoughtful planning process involving the College Academic Senate, faculty in the discipline, and College administrators. This process shall be agreed to by the College President and the Academic Senate.

A contract faculty position requires the approval of the College President and the District Chancellor prior to the commencement of the selection process.

**Job Description**

The department/division chair, if any, and the faculty in the discipline in consultation with the appropriate administrator shall develop the faculty job description, which shall include position requirements and desired characteristics. Hiring criteria that are beyond minimum qualifications set by District policy may be established.

In special cases, faculty and/or administrators from other campuses of the College, Colleges of the District, faculty/administrators from other colleges, or outside agencies may be part of the consultative process.

In all cases, job descriptions shall meet the minimum qualifications for teaching at the community college level, as established by the statewide Academic Senate and adopted by the Board of Governors of the California Community Colleges.

It shall be the responsibility of the Academic Senate, in consultation with the faculty of the appropriate discipline, to decide how equivalency shall be determined. (See List of Equivalency Criteria.)

The purpose of equivalency statements shall be to ensure the maintenance of a professional and highly-qualified staff.

The equivalency process is flexible enough to allow applicants who provide evidence that they have education or experience comparable to that required by the minimum qualifications to be given careful consideration, even if their formal education is not identical to degree requirements or they have acquired their qualifications by a route other than the conventional one.

Except in special cases, only formal education shall be considered the equivalent for degree requirements, including general education and the major required for the degree.

In special cases, experience, work, independent education, or academic/artistic/vocational products that can be shown to have generated the equivalent knowledge, including general education and the major required for the degree, may be considered the equivalent of the degree.

For the equivalent of required experience, alternative ways of achieving mastery of the skills of the vocation and knowledge of the working environment of the vocation may be considered.

In no case shall an equivalency be interpreted to mean a waiver of state-mandated minimum qualifications.

Requirements for any vacant faculty position may exceed the state-mandated minimum qualifications.

Job descriptions shall accurately reflect the needs of the College and the goals of Equal Employment Opportunity.

### **Search Procedures**

Approval of open positions and initiation of the hiring process shall be early enough in the year to allow for all procedures to be undertaken in a thorough and thoughtful manner.

The length of the advertising period should be long enough to ensure a pool of well-qualified applicants, and one which furthers the College's and District's Equal Employment Opportunity goals.

Vacant faculty positions should be filled during the regular academic year.

Positions shall be advertised widely to ensure a pool of highly qualified applicants and to further the College and District Equal Employment Opportunity goals.

Position announcements shall be prepared by the College Personnel Officer in consultation with the appropriate area faculty and administrator and shall include job-related skills requirements, minimum qualifications and any special qualifications.

The position announcement requires the review of the College President, the College Equal Employment Opportunity Officer and the approval of the Assistant Chancellor, Personnel or designee prior to dissemination.

### **Screening Committees**

The screening committee shall consist of at least a majority of faculty. The screening committee shall be composed of at most:

Three (3) faculty members appointed by the Academic Senate in consultation with the faculty of the discipline, one (1) of whom shall be the department/division chair, if any, and one (1) area administrator appointed by the College President; or four (4) or more faculty members appointed by the Academic Senate in consultation with the faculty of the discipline, one of which shall be the department/division chair, if any, and up to two administrators appointed by the College President, one (1) of which shall be the area administrator;

The College Human Resources Manager or Equal Employment Opportunity Compliance Monitor shall be appointed by Human Resources. One College Equal Employment Opportunity Monitor who shall be a faculty member if at all possible.

The role of the Equal Employment Opportunity Monitor shall be to encourage staff diversity and monitor Equal Employment Opportunity compliance with respect to federal and State law, State regulations and District/College policies and procedures. The Equal Employment Opportunity Monitor shall serve as a non-voting member.

Additional members as agreed upon by the College President and the Academic Senate President.

The area administrator will convene the initial meeting of the screening committee. The screening committee shall elect a chair from this committee, who shall be from the discipline, if at all possible.

The College Personnel Office shall receive applications and initially screen for minimum qualifications. Complete applications shall be categorized relative to compliance with minimum qualifications as:

- Clearly met, or
- Compliance not clear.
- All complete applications will be available to the Screening Committee after inappropriate material is removed.

Screening committees shall determine whether applicants meet the desired qualifications, including minimum qualifications and, where appropriate, equivalents.

In determining equivalents, screening committees shall follow the procedure adopted by the Senate.

Minimum qualifications by equivalency are to be in disciplines adopted by the Board of Governors and shall be applicable District-wide. (There will be no minimum qualifications by equivalency for courses or sub- disciplines.)

For those candidates deemed qualified by equivalents, a written record of evidence of equivalence shall be maintained. (See the Certification of Equivalency form.)

The College Senate, area administrator or Equal Employment Opportunity representative may present its views to the Board regarding each specific case of equivalency before the Board makes its decision. A written record of the Board's decision shall be kept.

The Screening Committee shall review all completed applications and shall select those applicants for an interview who best meet the desired qualifications listed on the job description.

The candidates will be evaluated with respect to, but not limited, to the following criteria:

- Subject area knowledge and competency;
- Teaching/service and communications skills;
- Commitment to professional growth and service;
- Potential for overall professional effectiveness;
- Sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of the students;
- Teaching or skill demonstrations and/or writing samples.

The Screening Committee shall formulate uniform interview questions. The Screening Committee shall conduct interviews and evaluate responses. During interviews, a standardized question and appropriate follow-up procedure shall be employed. Individual committee members must be present for each interview in order to participate in the evaluation of candidates.

Every effort shall be made to schedule interviews when all screening committee members can be present. If necessary, classroom substitutes shall be provided for faculty members on the screening committee.

The Screening Committee shall conduct reference checks.

The Chair shall lead the committee discussion regarding strengths and weaknesses of the candidates. The committee may include written comments for each candidate as a further means of communicating its recommendations. The Screening Committee may wish to

schedule second-stage interviews for those considered best qualified.

Except as noted below, the Screening Committee shall recommend two or more finalists to the College President for final consideration. If the Screening Committee sends two or more, the College President can select from those recommended after consultation with the Screening Committee Chair or with the Screening Committee if it so requests.

In the event the Screening Committee recommends one finalist, the College President shall then meet with the Screening Committee to discuss its recommendation. The Screening Committee shall explain its reasons for submitting one candidate. The College President may choose the candidate recommended or request additional recommended candidates, or reopen the process.

If the Screening Committee cannot recommend any of the applicants, or if the College President cannot choose any of those recommended, the hiring process shall reopen.

### **Selection of the Final Candidate**

The College President shall review the Screening Committee's recommendations and shall interview the finalists and conduct additional reference checks.

The College President, in consultation with the Screening Committee Chair, shall select the finalist to be recommended to the District Chancellor and Board of Trustees for final approval.

### **Notification of Candidates**

All candidates for positions in the District shall be notified in a timely manner regarding disposition of their applications. Interviewees shall receive personal calls from the College President or designee regarding the position.

The formal offer of employment shall be prepared and issued from the District Personnel Office.

### **Implementation**

This policy shall be deemed a general statement of compliance with Assembly Bill 1725, and the Academic Senate of each College shall approve any additional procedures to implement this policy, according to its legal responsibility under Assembly Bill 1725.

### **Review and Revision**

This policy is subject to review and revision at the request of any one of the College Academic Senates or the Board of Trustees. Such revised policy shall be agreed upon by each Academic Senate and the Board of Trustees before it replaces the previously agreed upon policy.

## **Adjunct Employment**

The Board of Trustees shall appoint all adjunct faculty to provide instruction or services for the District.

All adjunct appointments shall be recommended to the Board of Trustees by administration who will involve the active participation and recommendation of faculty.

The District shall adopt administrative procedures for hiring adjunct faculty who meet the following criteria:

- meet state-mandated discipline minimum qualifications or meet criteria to receive an equivalency for the discipline as determined by the College Academic Senate Equivalency Committee.
- demonstrate subject area knowledge and competency.
- be skilled in teaching and serving the needs of a diverse student population.
- show potential for overall professional effectiveness.
- communicate effectively.
- demonstrate a sensitivity to the ethnic and cultural diversity of our communities.

It is the responsibility of the College Human Resources Office to maintain approved applicant pools for adjunct hiring. To the extent possible, all disciplines shall have approved adjunct pools.

Unless an emergency situation exists, the department/division administrator shall offer adjunct employment only to candidates from these approved adjunct pools.

The College Human Resources Office is responsible for monitoring, training, and consulting College administration, faculty, and staff involved with the recruitment and screening process for adjunct faculty.

Nothing in the policy or this procedure shall violate federal or state laws governing personnel employment.

## **ADJUNCT EMPLOYMENT PROCEDURES**

### **Search Procedures**

**Position Announcements:** District Human Resources will publish a list of potential part-time faculty positions as requested by the department/division. If an individual job description is needed, the Vice President or department/division Dean and discipline faculty shall develop the description.

**Qualified Applicant Pools:** College Human Resources shall review the applications and determine those that meet minimum qualifications. These qualified applicant pools shall be sorted by discipline. Applicants shall meet discipline minimum qualifications adopted by the Board of Governors. Those not meeting minimum qualifications but wishing to receive an equivalency shall be referred to the College Academic Senate Equivalency Committee.

**Qualified Applicant Pool Maintenance:** College Human Resources shall maintain active applications in the qualified applicant pool for a period of two years.

**Approved for Assignment Pools:** A part-time faculty screening committee shall review applications from the qualified applicant pool and determine those candidates to be interviewed.

College Human Resources shall review the candidates selected for interview to determine if legal requirements for non-discrimination and Equal Employment Opportunity have been met. If the Human Resources representative determines those legal requirements have not been met, he/she shall assist the screening committee in addressing the problem(s).

The discipline screening committee shall conduct interviews and determine those candidates that are approved for assignment. The committee shall communicate the results to College Human Resources, which shall work with the successful candidates to complete the employment process. A College Human Resources representative shall be available to consult with the committee on any non-compliance or procedural issues.

Each discipline's screening committee shall review its discipline pool at least once a semester or immediately upon review date(s) established in position announcements.

**Approved for Assignment Pool Maintenance:** College Human Resources shall maintain active applicants in the approved for assignment pool for a period of five years.

### **Composition of Part-Time Faculty Screening Committee**

The committee consists of the faculty chair and the appropriate educational administrator or designee. A second faculty member may be included if agreed upon by both the faculty chair and the educational administrator.

### **Selection of Candidates**

**Screening Criteria:** The candidates shall be evaluated with respect to, but not limited to, the following criteria:

- a) ability to demonstrate skills in teaching or services that will effectively serve the needs of a diverse student population
- b) ability to provide specific subject matter expertise that meets the District's core mission



## **Emergency Circumstances**

If an approved for assignment pool does not exist, and if there is insufficient time to convene a part-time faculty screening committee that includes the faculty chair, the Vice President or department/division dean shall include, whenever possible, at least one tenured faculty member from the relevant discipline in interviewing and selecting adjunct instructors.

If circumstances do not permit the inclusion of any faculty in the contingency or emergency screening of qualified applicants, the Vice President or department/division dean must notify the College Human Resources Manager and the faculty chair. The notification shall state the reasons for not being able to include any faculty.

An appointment under emergency circumstances is valid for one semester only. The emergency hire shall be placed back into the qualified applicant pool for future consideration.

[Hiring procedures for each employee category are maintained in the Human Resources Office.](#)

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**AP 7130 COMPENSATION**

**References:**

**Optional**

*Education Code Sections 87801 and 88160;*

*Government Code Section 53200;*

*U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended*

**Under review VCHR**

**Prohibit of Incentive Compensation**

Senior managers and executive level employees who are only involved in the development of policy and do not engage in individual student contact or the other covered activities will not generally be subject to the incentive compensation ban.

The District Chancellor shall identify any covered employees of the District and determine whether the District's compensation arrangements comport with the prohibition on incentive compensation, and to the extent that they do not, make necessary modifications to comply. Similarly, the District Chancellor shall identify any covered service providers, evaluate whether the contract pricing structure is consistent with the prohibition on incentive compensation, and if not, determine what modifications the District can make to any applicable contract.

Also see the collective bargaining agreements for applicable employee groups

**Confidential and Management Compensation**

The Board of Trustees approves the Confidential and Management Salary Grade Structure.

The salary grade and step placement of confidential and management employees shall be recommended by the District Chancellor for approval by the Board of Trustees.

The step increase increment date is July 1 each year for confidential and management employees. A new employee must be employed 80 working days prior to July 1 in order to receive the step advancement.

Upon the recommendation of the District Chancellor, the Board of Trustees may grant two-year employment contracts to Associate Chancellors and College Presidents.

## **Compensatory Time**

Management employees are exempt from overtime pay and compensatory time.

Confidential employees are non-exempt employees and are eligible for compensatory time at the rate of time and 1½ of the regular rate and a maximum of 40 hours may be accumulated. Compensatory time is to be taken as soon as possible after earned and when convenient to both the employee and the District.

Payment for compensatory time in excess of 40 hours will be calculated based on the employee's regular hourly rate.

## **Teaching Assignments for Management Employees**

Adjunct assignments may be occasionally granted to Management Employees who demonstrate an organizational ability to add a teaching assignment to their full-time Management Employee obligation without interference with their satisfactory performance of their assignment. Assignments shall be made in a manner consistent with the scheduling practices of the department/division. The Office of Human Resources shall be responsible for monitoring the following:

The District Chancellor or designee shall review all Management Employees' teaching assignments in advance of the assignment commencing.

All Management Employees performing Adjunct instruction shall start their assignment no earlier than 6:00 p.m. Monday through Friday. Instruction provided on Saturdays or Sundays does not have restrictions unless there is a pre-scheduled event requiring the Management Employees' attendance.

No online instruction, office hours, or ancillary office duties shall be performed during the Confidential and Management Employees' regular work day.

All Management Employees who are compensated at a Dean salary grade level or above may teach in addition to their regular work assignment. This Adjunct assignment shall be without pay.

All Management Employees compensated below a Dean salary grade level may be eligible to provide Adjunct faculty instruction, with or without pay.

## **Outside Activities**

A Management Employee's outside activities shall not interfere in any way with the performance of the management employee's duties.

After five years of service to the District, a confidential or management employee who submits to the District Chancellor or College President a letter of resignation for purposes of retirement, at least six months prior to the retirement date, shall be compensated \$2,000 following Board of Trustees approval.

After 30 years of accrued/accumulated service to the District, confidential and management

employees will receive compensation of \$2,500.

## **Purpose**

The purpose for these salary administration procedures is to provide a consistent approach to frequently repeated employment transactions including hiring, promotions, salary increases, and demotions.

### **I. Assignment to a Salary Grade**

- A. Each confidential and management position is described in writing by means of a completed position description. The position description helps show how the job is interrelated to other positions and how it fits into the overall District organization. It assists in determining key accountabilities, decision authority, and freedom to act. The job description is useful in recruiting and hiring new employees. It also is used for job evaluation, along with organizational charts and budgetary data, as the basis for establishing the salary grade for the position.
- B. The District Confidential/Management Study Committee will meet on an as-needed basis as requested by the District Chancellor or designee or at least once per fiscal year to review the integrity of the entire list of positions. Each job shall be compared to definitions for know-how, problem-solving, and accountability on a consistent basis to rank the position and to assign it to a salary grade.
- C. A new position not currently assigned to a salary grade, or a position with a significant role change caused by reorganization, shall be temporarily factored by the **District** Chancellor or designee and at least two representatives from the District Confidential/Management Study Committee. A temporary salary grade will be assigned until the Confidential/Management Study Committee meets to review the analysis and finalize the position salary grade appointment.

### **II. Movement Within a Salary Grade**

#### **A. Salary Range Definitions:**

- 1) **Minimum:** The lowest salary paid to a position within the grade (Step 1).
- 2) **Job Rate:** The target competitive rate for a full performance individual (Step 5). (**Note:** The Job Rate is applicable only to positions in Salary Grades 1 through 6.)
- 3) **Maximum:** The highest salary, paid to a position within the grade (Step 7).

### **III. Hiring Salary**

- A. A new employee shall be hired at the minimum of the salary grade, unless for competitive reasons this is deemed by the **District** Chancellor or designee to be inappropriate.

- B. Over minimum salary grade hiring shall be based upon the applicant's relevant experience and a review of the current salaries of incumbents who are performing the same job.
- C. Over minimum salary grade hiring in Salary Grades 1 through 6 shall not exceed the Job Rate (Step 5).
- D. All salary offers must be preapproved by the District Chancellor or designee.

#### **IV. Salary Upon Transfer**

- A. A transfer is a move within the District to a position at the same salary grade as the employee's existing position.
- B. When a transfer occurs, there shall be no salary adjustment at the time of transfer, except for regular step increases.

#### **V. Salary Upon Placement in a Lower Salary Grade**

- A. When an employee voluntarily elects to take a position in a lower salary grade (such as applying for a posted or advertised position), his/her salary will be reduced. The new salary will be at the same step in the lower grade as in the previous position.
- B. When District action (such as reassignment of job duties, position reevaluation, or reorganization) is the reason for the placement in a lower salary grade, the employee's salary may be reduced at the discretion of the District Chancellor. If the current salary is not reduced and exceeds the maximum for the new salary grade, the employee's salary will not be adjusted until the maximum salary of the new grade exceeds the current salary. (Y-rated)

#### **VI. Salary Upon Placement in a Higher Salary Grade**

- A. Step placement in a higher salary grade is dependent upon the circumstances of the promotion.
- B. When an employee is assigned to a position in a higher salary grade through an open, competitive application process, the employee shall be placed at the nearest step in the higher salary grade which provides at least a five percent increase, not to exceed Step 7.
- C. When an employee's position is assigned to a higher salary grade because of accretion of duties, the employee shall be placed at the same step in the higher salary grade.
- D. When an employee is assigned to a position in a higher salary grade as a result of a reorganization, the employee shall be placed at the nearest step in the higher salary grade which provides at least a five percent increase, not to exceed Step 7.

- E. All promotional increases require the approval of the **District** Chancellor or designee.

## **VII. Temporary Assignments**

- A. When a confidential/management employee is given a temporary assignment classified at a higher level for one year [or more if it is determined to be a “business necessity” as defined in Title 5 Section 53001(c)], the employee will be placed at the higher salary grade and nearest step assignment which provides at least a five percent increase, not to exceed Step 7.
- B. When a confidential/management position is temporarily filled from outside, the method of salary compensation will be on the basis of a salary grade and step assignment.

## **VIII. Position Titles**

- A. The major consideration in determining an appropriate job title for a confidential or management staff member is to communicate, both within and outside the organization, the staff member's major job responsibilities.
- B. Job titles do not determine salary grades; responsibilities do.
- C. Educational administrative positions may have any of the following titles:
- District Chancellor
  - President
  - Associate Chancellor
  - Vice President
  - Chief Officer
  - Dean
  - Associate Dean
  - Executive Director
  - Director
- D. Classified administrative positions may have any of the following titles:
- Associate Chancellor
  - Chief Financial Officer
  - Vice President
  - Executive Director
  - Director
  - Associate Director
  - Assistant Director
  - Controller
  - Internal Auditor
  - Manager

E. Confidential positions may have any of the following titles:

- Assistant Director
- Administrative Assistant
- Assistant
- Secretary
- Technician

**IX. Reporting Relationships**

A. Any District Office position may report directly to the **District** Chancellor.

C. Any College position may report directly to the President.

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**AP 7150 EVALUATION**

**Reference:**

WASC/ACCJC Accreditation Standard III.A.5

**Under Review VCHR**

**NOTE:** This procedure is **recommended to comply with the accreditation standard.** Evaluation processes may be collectively bargaining for employees in represented groups. Insert local practice, which may include separate processes for administrators, faculty, and classified staff, and full and part time employees.

*The District assures the effectiveness of its human resources by evaluating all personnel systematically and at stated intervals. The District establishes written criteria for evaluating all personnel. The evaluation process assesses the effectiveness of personnel and encourages improvement. Actions taken following evaluations are formal, timely, and documented.*

**NOTE:** The following language is from current KCCD Policy 6E (shown in **black ink** below) as these prescriptive details are more appropriately codified in this new AP 7150 titled Evaluation.

**Confidential and Management Employees**

The evaluation report for confidential and management employees shall form the basis for recommendations for development, which will include the following:

- a) a written evaluation from the immediate supervisor,
- b) summary of the evaluation survey responses, and
- c) a written self-assessment, which shall include accomplishments for the current year and goals for the next evaluation period.

The evaluation process will utilize the results of surveys and any other components as mutually agreed upon by the employee and his/her supervisor.

A written evaluation report shall be completed annually the first two years of employment and every two years thereafter for each confidential and management employee. See the Management Evaluation Guidelines, Report of Confidential and



Management Evaluation Form, the Confidential and Management Evaluation Survey instrument, and the suggested Timeline for the Evaluation Process.)

The supervisor shall provide the employee with a copy of the evaluation report and thereafter meet with the employee for discussion.

The employee's evaluation shall be compiled and written by the immediate supervisor(s) and requires the approval of the District Chancellor and/or College President.

An annual evaluation for a new confidential or management employee is to be completed for the first two years and submitted to the District Chancellor. Thereafter the evaluation will be completed every two years and submitted to the District Chancellor by March 1 of the evaluation year.

Faculty input shall be included in the evaluation of confidential and management employees whose assignment involves regular interaction with faculty. Faculty selected to participate in the process shall be those who regularly interact with the employee being evaluated.

### **Definition of Performance**

**Satisfactory**--The performance is identified as "satisfactory" if performance standards and expectations are met or exceeded during the evaluation period.

**Needs Improvement**--If the immediate supervisor identifies the evaluatee's performance as "needs improvement" goals for improvement and an appropriate timeline shall be established for demonstrated improvement to occur. This timeline for improvement is not to exceed one year. At the end of the designated timeline, a follow-up evaluation shall occur.

**Unsatisfactory**--If the immediate supervisor determines that the employee's job performance is unsatisfactory, the District Chancellor or College President will recommend termination. (See Rights for Reconsideration below)

The District Chancellor and/or College President may initiate an employee evaluation at any time. The scope and process for this unscheduled evaluation shall be determined by the District Chancellor.

### **Rights for Reconsideration**

Within ten working days following the evaluation conference between the immediate supervisor and evaluatee, a confidential or management employee may respond to any material in the evaluation report. The response must be in writing, submitted to and reviewed by the evaluating supervisor, attached to the evaluation report, and filed in the employee's official personnel file.

If a confidential or management employee believes that he/she has been evaluated unfairly and is unsatisfied with the response/action of the immediate supervisor to their written response, the employee shall have ten additional working days to respond in writing to the District Chancellor or College President.

*Evaluation processes for other employee groups are addressed in the respective collective bargaining agreement or employee handbook.*

*Classified and confidential employee evaluations will be conducted in accordance with the Agreement between the District and the Classified Employees Chapter, an affiliate of the California School Employees' Association.*

*Management employee evaluations will be conducted in accordance with the procedures identified in the online Operational Procedures Manual.*

*Faculty, full and part-time, evaluations will be conducted in accordance with the Agreement between the District and Chapter of CCA/CTA/NEA.*

*Additional documents related to evaluation can be reviewed in the Human Resources Office or on the District's web site.*

*Also see BP/AP 2435 titled Evaluation of the District Chancellor*

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**AP 7160 PROFESSIONAL DEVELOPMENT**

**References:**

Education Code Sections 87150 et seq.;  
WASC/ACCJC Accreditation Standard III.A.14

Under Review VCHR

**NOTE:** The language below **reflects the accreditation standards**. Insert local practice, which may include separate processes for administrators, faculty, and classified staff, and full and part-time employees.

The District plans for and provides all personnel with appropriate opportunities for continued professional development, consistent with the district's mission. The District will evaluate these programs and use the results of the evaluation as the basis for improvement.

**NOTE:** The language below is **legally advised** for Districts that participate in the Community College Professional Development Program.

The District Chancellor shall annually submit to the Chancellor of the California Community Colleges an affidavit that contains all of the following:

- A statement that each college within the District has an advisory committee, composed of administrators, faculty, and staff representatives, which has assisted in the assessment of the faculty and staff development needs and in the design of the plan to meet those needs;
- The District has worked with the colleges to complete a Human Development Resources Plan for the current and subsequent fiscal years; and
- A report of the actual expenditures for faculty and staff development for the preceding year.

**NOTE:** The language in current KCCD Policy 6D is shown below in **black ink** as these prescriptive details are more appropriately codified in new AP 7160 titled Professional Development.

At the discretion of the District Chancellor, confidential and management employees below Salary Grade 12 may participate in training programs directly related to their positions. The District may pay for expenses incurred by the employee.

Confidential and management employees are eligible to enroll in a professional development program.

Confidential and management employees may file a professional development plan with the respective College President at Bakersfield, Cerro Coso or Porterville, or with the District Chancellor at the District Office. (See the Classified Confidential/Management Employees Professional Development Program Form)

Employees may enroll in the program after one year of continuous service with the District.

Employees must plan their programs of study related to potential work assignment in consultation with their respective supervisor. The planned program of study shall be beyond the employee's current level of education. Declaration of Intent forms shall be submitted to the respective College President or District Chancellor for approval at least 30 days before the training or course commences.

Upon completion of the requirements of the Professional Development Program, the employee shall be compensated with a \$1,200 one-time payment for 15 semester units of work.

During the years of employment an employee may earn a maximum of four \$1,200 professional development awards.

To be eligible for compensation, the employee must complete 15 semester units of collegiate course work or seminars, workshops, or clinics granting a certificate of completion with unit value equated at 18 hours of instruction per unit.

Payments will not be awarded for any activity for which release time from duties has been granted or for in-service training conducted during working hours.

The following specific conditions will apply:

Auditing of courses, credit for work experience, internships, or credit by examination shall not be permitted under this program.

A grade of "C" or better must be attained in graded courses taken for professional development.

Compensation for professional development shall be made within 30 days following completion of eligibility requirements and submission of appropriate paper-work.

Application for credit, securing transcripts, or other verification of course work will be the responsibility of the employee.

Professional development payment will be identified on and become a permanent part of the employee's record.

The District will waive all fees for employees for courses taken at any of the District's three Colleges.

*The District shall establish a professional development plan consistent with the Educational Master Plan and District strategic priorities.*

*Needs assessments surveys will be conducted to identify professional development needs among employees. Professional development activities will be planned and presented based on the results of the needs assessments and institutional priorities.*

*Professional development activities will be evaluated and the results will be used to improve programs and activities to ensure District and employee needs are being met.*

*Professional development activities, guidelines and processes including information about the Flex Program are published on the District's website.*

*Professional development activities may include, but are not limited to:*

- Improvement of teaching*
- Improvement of services to students*
- Institutional effectiveness*
- Maintenance of current academic and technical knowledge and skills*
- Training to meet institutional needs and priorities*
- Development of innovations in instructional and administrative techniques and program effectiveness*
- Computer and technological proficiency programs*
- Instructional technology*
- Training that is required by laws, codes, and regulations*

*See appropriate collective bargaining agreements for additional information regarding professional development for faculty and classified staff.*

*Also see AP 7341 titled Sabbaticals*

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**BP 7250 EDUCATIONAL ADMINISTRATORS**

**References:**

**Legally Required**

Education Code Sections 72411 et seq., 87002(b), and 87457-87460; Government Code Section 3540.1(g) and (m)

**Under review VCHR**

An administrator is a person employed by the Board of Trustees in a supervisory or management position as defined in Government Code Sections 3540 et seq.

Educational administrators are those who exercise direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services programs of the District.

An educational administrator who has not previously acquired tenure as a faculty member in the District shall have the right to become a first year probationary faculty member once his/her administrative assignment expires or is terminated, if the following criteria are met:

- The administrator meets the criteria established by the District for minimum qualifications for a faculty position, in accordance with procedures developing jointly by the District Chancellor and the Academic Senate and approved by the Board of Trustees. The Board shall rely primarily on the advice and judgment of the Academic Senate to determine that an administrator possesses minimum qualifications for employment as a faculty member.
- The requirements of Education Code Section 87458(c) and (d), or any successor statute, are met with respect to prior satisfactory service and reason for termination of the administrative assignment.

Educational administrators shall be compensated in the manner provided for by the appointment or contract of employment. Compensation shall be set by the Board upon recommendation by the District Chancellor. Educational Administrators shall further be entitled to health and welfare benefits made available by action of the Board upon recommendation by the District Chancellor.

Educational administrators shall be entitled to vacation leave, sick leave, and other leaves as provided by law, these policies, and administrative procedures adopted by the District Chancellor.

**NOTE:** To be used if the Board of Trustees offers contracts for educational administrators.

Every educational administrator shall be employed by an appointment or contract of **up to four years in duration**.

The Board of Trustees may, with the consent of the administrator concerned, terminate, effective on the next succeeding first day of July, the terms of employment and any contract of employment with the administrator, and reemploy the administrator on any terms and conditions as may be mutually agreed upon by the Board and the administrator, for a new term to commence on the effective date of the termination of the existing term of employment.

If the Board determines that the administrator is not to be reemployed when his/her appointment or contract expires, notice to an administrator shall be in accordance with the terms of the existing contract. If the contract is silent, notice shall be in accordance with Education Code Section 72411.

Also see BP/AP 7120 titled Recruitment and Hiring

**NOTE:** The language in current KCCD Policies 6B4 and 6B5 is shown as struck (below) as these prescriptive details are more appropriately codified in new AP 7250 titled Educational Administrators. Portions of this information are related to the faculty collective bargaining agreement.

**From current KCCD Policy 6B4 titled Administrator Retreat Rights to Faculty Status for Administrators Hired on or After July 1, 1990**

~~6B4A An educational administrator whose first (1st) day of paid service in the District as a faculty member or an administrator is on or after July 1, 1990, shall have the right to become a first-year (1st-year) probationary faculty member once his or her administrative assignment expires or is terminated, if all of the following apply (Education Code 87458):~~

~~6B4A1 The educational administrator has completed at least two (2) years of satisfactory service, including any time previously served as a faculty member, in the District.~~

~~6B4A2 The termination of the educational administrative assignment is for any reason other than dismissal for cause.~~

~~6B4A3 The educational administrator shall meet the minimum qualifications in the discipline(s) in which he/she shall be assigned.~~

~~6B4A4 The reassignment has the approval of the College President, the Chancellor, and the Board of Trustees.~~

~~6B4A5 Placement on the salary schedule will be determined in accordance with Articles 6.C and 6.D of the faculty contract.~~

~~6B4B Educational administrator means an administrator who is employed in an academic position designated by the governing board of the District as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or students services program of the College or District Office. Educational administrators include, but are not limited to, Chancellor, Presidents, and other supervisory or management employees designated by the Board as educational administrators.~~

~~6B4C In designating College or District Office positions as educational administrators, the Chancellor or designee shall confer with the appropriate Academic Senate President(s) prior to action by the Board of Trustees.~~

~~6B4D The educational administrator shall express in writing to the Chancellor or designee his or her request to be assigned to a faculty position, including the College to which he or she wishes to be assigned.~~

~~6B4E The Chancellor shall confer with the College President, who shall confer with the appropriate administrator, department/faculty chair, if applicable, and other appropriate faculty.~~

~~6B4F The appropriate faculty shall interview the educational administrator in accordance with District and, if any, College procedures for hiring contract faculty, and make its informal recommendation to the College President.~~

**□ From current KCCD Policy 6B5 titled Administrator Retreat Rights to Faculty Status for Administrators Hired Prior to July 1, 1990**

~~6B5 Administrator Retreat Rights to Faculty Status for Administrators Hired Prior to July 1, 1990 (Revised February 3, 2005)~~

~~6B5A Administrators who were assigned seniority numbers prior to July 1, 1990, shall retain those numbers.~~

~~6B5B Educational administrators who did not meet minimum qualifications as of July 1, 1990, and who are not on the seniority list shall be placed on the seniority~~



~~list as of the date they meet minimum qualifications, or equivalency, in a faculty discipline.~~

~~6B5C An administrator requesting reassignment shall express his/her intent in writing to the College President. The College President shall determine the need for such assignment and if the educational administrator meets the minimum qualifications in the discipline(s) in which he/she shall be assigned.~~

~~6B5D In the case of reassignment of an administrator initiated by the College President or District Chancellor, such assignment will be determined by existing Board policy after consultation with the administrator.~~

~~6B5E The College President shall make recommendations to the District Chancellor regarding assignment.~~

~~6B5F The District Chancellor shall make recommendations regarding reassignment to the Board of Trustees.~~

~~6B5G Placement on the salary schedule will be determined in accordance with Articles 6.C and 6.D of the faculty contract.~~

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**AP 7250 EDUCATIONAL ADMINISTRATORS**

**References:**

Education Code Sections 72411 et seq., 87002(b), and 87457-87460;  
Government Code Section 3540.1(g) and (m)

**Under review VCHR**

**NOTE:** This procedure is **optional**. BP 7250 titled Educational Administrators addresses legal requirements related to educational administrators. Local practice may be inserted, if any beyond Board policy.

**NOTE:** The language below in **black ink** is from current KCCD Policies 6B4 and 6B5 as these prescriptive details are more appropriately codified in this new AP 7250 titled Educational Administrators. Portions of this information are related to the faculty collective bargaining agreement.

**Administrator Retreat Rights to Faculty Status for Administrators Hired on or After July 1, 1990**

An educational administrator whose first day of paid service in the District as a faculty member or an administrator is on or after July 1, 1990, shall have the right to become a first-year probationary faculty member once his/her administrative assignment expires or is terminated, if all of the following apply (Education Code Section 87458):

The educational administrator has completed at least two years of satisfactory service, including any time previously served as a faculty member, in the District.

The termination of the educational administrative assignment is for any reason other than dismissal for cause.

The educational administrator shall meet the minimum qualifications in the discipline(s) in which he/she shall be assigned.

The reassignment has the approval of the College President, the District Chancellor, and the Board of Trustees.

Placement on the salary schedule will be determined in accordance with the faculty contract.

Educational administrator means an administrator who is employed in an academic position designated by the Board of Trustees as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student's services program of the College or District Office. Educational administrators include, but are not limited to, District Chancellor, Presidents, and other supervisory or management employees designated by the Board as educational administrators.

In designating College or District Office positions as educational administrators, the District Chancellor or designee shall confer with the appropriate Academic Senate President(s) prior to action by the Board of Trustees.

The educational administrator shall express in writing to the District Chancellor or designee his/her request to be assigned to a faculty position, including the College to which he/she wishes to be assigned.

The District Chancellor shall confer with the College President, who shall confer with the appropriate administrator, department/faculty chair, if applicable, and other appropriate faculty.

The appropriate faculty shall interview the educational administrator in accordance with District and, if any, College procedures for hiring contract faculty, and make its informal recommendation to the College President.

### **Administrator Retreat Rights to Faculty Status for Administrators Hired Prior to July 1, 1990**

Administrators who were assigned seniority numbers prior to July 1, 1990, shall retain those numbers.

Educational administrators who did not meet minimum qualifications as of July 1, 1990, and who are not on the seniority list shall be placed on the seniority list as of the date they meet minimum qualifications, or equivalency, in a faculty discipline.

An administrator requesting reassignment shall express his/her intent in writing to the College President. The College President shall determine the need for such assignment and if the educational administrator meets the minimum qualifications in the discipline(s) in which he/she shall be assigned.

In the case of reassignment of an administrator initiated by the College President or District Chancellor, such assignment will be determined by existing Board policy after consultation with the administrator.

The College President shall make recommendations to the District Chancellor regarding assignment.

The District Chancellor shall make recommendations regarding reassignment to the Board of Trustees.

Placement on the salary schedule will be determined in accordance with the faculty contract.

Also see BP/AP 7120 titled Recruitment and Hiring and the applicable collective bargaining agreement



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**BP 7260 SUPERVISORS AND MANAGERS**

**References:**

Education Code Section 72411;

Government Code Section 3540.1(g) and (m)

**Under review VCHR**

**NOTE:** The language in red ink is **legally required.**

Classified administrators are administrators who are not employed as educational administrators.

Supervisors are those classified administrators, regardless of job description, having authority to hire, transfer, suspend, recall, promote, discharge, assign, reward, or discipline other employees, or having the responsibility to assign work to and direct them, adjust their grievances, or effectively recommend such action.

Classified managers are those classified administrators, regardless of job description, having significant responsibilities for formulating District policies or administering District programs other than the educational programs of the District.

**NOTE:** To be used if the District offers contracts to classified administrators.

Classified administrators may be employed by an appointment or contract of up to three years in duration. If a classified administrator is employed by an appointment or contract, the appointment or contract shall be subject to the same conditions as applicable to educational administrators.

**NOTE:** To be used if the District **does not** offer contracts to classified administrators.

Classified administrators may be employed in the same manner as the other members of the classified service. If a classified administrator is employed as a regular member of the classified service, employment shall be consistent with other provisions of these policies regarding employment of classified employees.

**NOTE:** The language in current KCCD Policies 6B1 and 6B3 (in **black ink** below) is unique to the District.

**From current KCCD Policy 6B1 titled General Policies (Confidential and Management Employment Policies)**

~~6B1A~~ Confidential and management employees are appointed by the Board of Trustees in accordance with provisions of the Education Code.

~~6B1B~~ Announcements of management and confidential position openings shall be posted at the Colleges, centers, and the District Office of the Kern Community College District.

~~6B1C~~ Assignment of management staff shall be upon the recommendation of the College President. The recommendation for reorganization and assignment of management staff will be forwarded to the District Chancellor for approval and action by the Board of Trustees. (~~Revised June 6, 1999~~)

~~6B1D~~ Assignment of District Office management staff shall be recommended by the District Chancellor for action by the Board of Trustees. (~~Revised June 6, 1999~~)

~~6B1E~~ The probationary period for confidential and classified management employees is one (1) year from the date of initial Board of Trustees appointment. (~~Added December 11, 2008~~)

**From current KCCD Policy 6B3 titled Selection of Management Employees**

~~6B3A~~ The selection procedure for classified management employees shall be approved by the College President for College positions and the District Chancellor for District Office positions.

~~6B3B~~ The selection of College classified management shall be upon the recommendation of the College President. The recommendation will be forwarded to the District Chancellor for approval and action by the Board of Trustees.

~~6B3C~~ The selection of District classified management shall be recommended by the Chancellor for action by the Board of Trustees.

~~6B3D~~ The faculty will be involved in the selection process of candidates for educational administrator positions for which applications are solicited. ~~(See Policies 6B1C and 6B1D)~~

~~6B3E~~ A joint committee representing all member Colleges shall be involved in the selection of candidates for District educational administrator positions. A joint College committee shall be involved in the selection of candidates for College educational administrator positions.

~~6B3F~~ Joint committees shall function at all levels in the selection process which includes recommending qualifications and job descriptions, advertising the position, screening and reviewing applications, interviewing candidates, and recommending candidates to the College President or District Chancellor.

~~6B3G~~ A candidate for a position under consideration shall not serve on the joint committee for that position.

*Also see BP/AP 7120 titled Recruitment and Hiring, BP/AP 7240 titled Confidential Employees, and BP/AP 7250 titled Educational Administrators.*

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**AP 7260 SUPERVISORS AND MANAGERS**

**Reference:**

Education Code Section 72411

***Under review VCHR***

**NOTE:** This procedure is **optional**. BP 7260 titled Supervisors and Managers addresses legal requirements related to educational administrators. Local practice regarding contracts for classified managers may be inserted, if any.

Also see BP/AP 7120 titled Recruitment and Hiring.



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**AP 7330 COMMUNICABLE DISEASE**

**References:**

Education Code Sections 87408, 87408.6, and 88021

**Under review VCHR**

**NOTE:** This procedure is **legally required**. Local practice may be inserted, which should address or include the following, which is excerpted from statute:

For successful applicants for academic positions:

- A medical certificate is required showing that the applicant is free from any communicable disease, including, but not limited to, active tuberculosis, unfitting the applicant to instruct or associate with students.
- The medical certificate shall be submitted by a physician as authorized by code.
- The medical examination is conducted not more than six months before the submission of the certificate and is at the expense of the applicant.
- A contract of employment may be offered to an applicant subject to the submission of the required medical certificate.
- The medical certificate becomes a part of the personnel record of the employee and is open to the employee or his/her designee.

**NOTE:** It is **optional** for the District to require academic employees to undergo periodic medical examinations to determine if they are free from any communicable disease, including, but not limited to, active tuberculosis, unfitting the applicant to instruct or associate with students. If the District does so, similar statutes apply.

It is **legally advised** that “communicable disease” also includes (but is not limited) to hepatitis.

Procedures should also address:

- Process of notification to employees
- Examination process
- Certification process

**NOTE:** The language below is from current KCCD Policy 71 as these details seem more appropriately codified in this new AP 7330 titled Communicable Disease.

### Employees with Chronic Communicable Diseases or Infectious Conditions

An employee with identified chronic communicable disease or infectious condition shall be permitted to continue in the workplace whenever, through reasonable accommodation, the employee is physically and mentally capable of fulfilling his/her duties satisfactorily and so long as the best available medical evidence indicates that continued employment does not present a health and safety threat to themselves or to others.

Employment decisions by the Board of Trustees will be made after using available public health department guidelines concerning the particular disease or condition, the physician's recommendation, the law and the factual assessment of the following:

- the risks associated with how the disease or condition is transmitted;
- the risks associated with how long the carrier is infectious;
- the risks associated with the disease's or condition's potential harm to others;
- the risks associated with the probability of the disease or condition being transmitted in the work setting; and
- whether, after taking into account the above, the College can reasonably accommodate the individual who carries the disease or condition without incurring undue financial or administrative burdens.

Individual cases will not be prejudged; rather, decisions will be made based upon the facts of the particular case.

The District shall respect the right of privacy of any employee who has a chronic communicable disease or infectious condition. The employee's medical condition shall be disclosed only to the extent necessary and permitted under law to minimize the health risks to others.

Employees with chronic communicable disease or infectious condition shall remain subject to Board of Trustees policies, including the applicable current collective bargaining agreement.

The District shall provide an educational program for employees to communicate the sources, transmittal and prevention of the major chronic communicable diseases and infectious conditions.

*Also see BP/AP 7335 titled Health Examinations and AP 7336 titled Certification of Freedom from Tuberculosis*

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**AP 7335 HEALTH EXAMINATIONS**

**References:**

**Optional**

Government Code Section 12940; 42 U.S.  
Code Section 12112;  
29 Code of Federal Regulations Part 1630

**Under Review by VCHR and GC**

The District is committed to the development and maintenance of physical and mental health of all its employees. Accordingly, the District encourages physical and mental wellness activities on behalf of employees.

In order to assure that employees are physically capable of performing their assigned job responsibilities and task, the District requires that candidates, as a condition of employment, under consideration to fill positions take and pass a pre-employment physical examination:

~~Child Care~~

~~Food Service~~

~~Custodial~~

~~Maintenance~~

~~Grounds~~

~~Security~~

~~Mechanical Skilled Workers~~

~~Bus Drivers~~

A candidate who is not physically capable of performing the requirements of the job will not be hired for the position. The physical examination will be provided at District expense.

**From current KCCD Procedure 7G2 titled Pre-Placement Physical Assessment Testing**

**Pre-Placement Physical Assessment Testing**

The ~~Kern Community College~~ District's Human Resources Office will coordinate all arrangements for pre-placement assessment testing with a provider, including communication on any follow-up resulting from an employee candidate's pre-placement physical assessment test.

Following is the procedure for arranging pre-placement physical assessment testing:

- 1) The Human Resources Office from a District college will contact the District Personnel Office to initiate a request for pre-placement physical assessment testing.
- 2) The District Human Resources Office will contact a provider to arrange an appointment for the employee candidate.
- 3) The District Human Resources Office will receive verbal results of the preplacement physical assessment test and convey the results to the College Personnel Office.
- 4) The District will provide reasonable accommodation to applicants and employees in accordance with the ADA.

~~Candidates for the following positions will undergo pre-placement assessment testing:~~

~~**Bus Driver**~~

- ~~Bus Driver~~

~~**Child Development**~~

- ~~Child Daycare Center Assistant~~  
 ~~Child Development Center Teacher~~

~~**Classified Management**~~

- ~~Director, Custodial and Grounds Operations--Bakersfield College~~  
 ~~Director, Plant Operations and Building Trades--Bakersfield College~~  
 ~~Director, Maintenance and Operations--Cerro Coso College~~  
 ~~Director, Maintenance and Operations--Porterville College~~

## **Custodial**

- Athletic Complex Manager
- Facility Custodial Coordinator
- Custodian II
- Custodian I

## **Food Service**

- Food Service Manager
- Cook/Baker
- Manager - Cerro Coso College
- Food Service Assistant I
- Food Service Assistant II
- Food Service Assistant III
- Stock Clerk

## **Grounds**

- Grounds Maintenance Supervisor
- Groundswoker I
- Groundswoker II
- Horticulture Laboratory Technician

## **Maintenance**

- Facilities Electrician
- Facilities and Grounds Maintenance Supervisor
- Maintenance Worker • Plant Engineer
- Skilled Craftsworker

## **Mechanic**

- Automotive Technician
- Automotive/Plant Equipment Technician

## **Miscellaneous Classified Position(s)**

- Aerobics Facilitator
- Delivery Clerk
- Receiving Clerk

## **Security**

- Campus Guard

- ~~Safety Assistant/Dispatcher~~
- ~~Security Officer I~~
- ~~Security Officer II~~
- ~~Security, Sergeant of~~

~~Approved by Chancellor's Cabinet December 19, 1991 Revised November 9, 1992  
Effective November 19, 1992 Revised March 21, 1995 Revised November 9, 1999  
Revised March 6, 2001~~

*The primary purpose of the pre-placement physical is to provide a safe work environment for all District employees under the District's legal obligation. It results in a healthier employee population, improved morale, and may avoid unnecessary injuries. An offer of employment to the person selected for a position is contingent upon successful completion of a pre-placement physical exam at District expense. No candidate shall be required to participate in such an examination solely on the basis of the candidate's age or disability.*

*A candidate or employee must be able to do the essential job functions stated in the job description with or without accommodations. The Americans with Disabilities Act (ADA) requires that an individual with a disability is evaluated in relation to the job's essential job functions. An accommodation is any modification or adjustment to a job or work environment that will enable a qualified applicant, candidate, or employee with a disability to participate in the application process or perform essential job functions. These adjustments are made to assure that a qualified individual with a disability has rights and privileges in employment equal to those of employees without disabilities. The District will only look at the position the candidate was hired for and not for another position in the District for which the person may be suited.*

### **Physical Examination of Employees**

*All candidates who have successfully completed the selection process and have been offered employment for regular positions and student workers ~~in the areas listed above,~~ shall be required to complete a pre-placement physical examination in order to determine their ability to perform the essential job functions.*

*Candidates will execute an authorization or release of medical information for this examination only after an offer of employment has been made (post-offer) and as a condition of employment. These examinations will be at the District's expense. Applicants for temporary positions designated as "high risk" or "moderate risk" may be required to complete a physical examination to determine their ability to perform the essential job functions without risk to themselves or others. Physical-agility testing for a high level of physical work may be included in the physical examination.*

*Campus Police officers are required under the Peace Officer Standards and Training (P.O.S.T.) to complete the Medical Examination Report (POST2-253), which will be more extensive and thorough than the pre-placement physical examination mentioned above.*

Reasonable accommodation of disabled applicants and employees will be provided in accordance with federal (ADA and Section 504 of the Rehabilitation Act) and state (FEHA) mandates.

The District may require a “fitness-for-duty” health examination of any regular or substitute employee where a legitimate concern exists as to the ability to continue to perform the essential job functions of the position. Such examination will be conducted by any of the licensed physicians authorized to conduct health examinations for the District at no expense to the employee.

If, as a result of such examination or screening, the candidate/employee is determined to be unable to perform the essential job functions of his/her position, the designated physician will then determine whether his/her needs can reasonably be accommodated on either a temporary and/or permanent basis.

### **Mental Health Screenings**

The District may require an employee to obtain a psychiatric clearance whenever, in the judgment of the District, such employee shows evidence of deviation from normal mental health of such a degree as to render the employee incompetent to perform the essential job functions and “Emotional Effort” as identified in the job description. The selection of the physician and the cost of the examination shall be the responsibility of the District.

If, as a result of such examination or screening, the candidate/employee is determined to be unable to perform the essential job functions of his/her position, the designated physician will then determine whether his/her needs can reasonably be accommodated on either a temporary and/or permanent basis.

### **Interactive Process**

The District must conduct an interactive process meeting with the candidate/employee, the employee’s immediate supervisor, the appropriate division head, and the District’s Director of Risk Management/ADA Coordinator, with input from the examining medical/mental health provider, to review the physical abilities and restrictions of the person, and determine if the position for which the person has been selected can be modified in order to accommodate his/her restrictions. The candidate must sign an authorization form for Use of Disclosure of Protected Health Information to permit the medical facility to release the information regarding physical/mental limitations. If the candidate does not release the information regarding these limitations or if it is determined the candidate cannot perform the essential job functions with or without reasonable accommodations, the employment may be denied. If the candidate has any questions on the results, he/she is free to contact the medical facility and the physician after he/she receives the results from the District.

Also see BP/AP 7330 titled Communicable Disease and AP 7336 titled Certification of Freedom from Tuberculosis

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**AP 7337 FINGERPRINTING**

**References:**

**Legall Required**

Education Code Sections 87013 and 88024; Penal Code Sections 11077.1 and 11102.2

**Under Review per VCHR**

The Chief Human Resources Officer will designate one or more employees to receive, store, disseminate and destroy criminal records furnished by the California Department of Justice and to serve as the contact for the California Department of Justice for related issues. Any such employee must be confirmed by the California Department of Justice as required by law and pursuant to California Department of Justice procedures. The Chief Human Resources Officer will notify the California Department of Justice by March 1 of each year beginning on March 1, 2012, of the individuals designated.

The Chief Human Resources Officer will ensure that criminal history record information is destroyed once the District's business need for the information is fulfilled.

**Classified Employees**

The District, within 10 working days of date of employment, shall require each person to be employed, or employed in, a nonacademic position to have two 8 X 8 fingerprint cards bearing the legible rolled and flat impressions of that person's fingerprints together with a personal description of the applicant or employee, as the case may be, prepared by **[a local law enforcement agency having jurisdiction in the area of the District]**.



Identification cards are completed as follows [insert local practice]. The cards shall be prepared by a [local public law enforcement agency having jurisdiction in the area of the District].

The fee for the service is [as determined by the state Department of Justice to be sufficient to reimburse the department for the costs incurred in processing the application].

The fee is forwarded to the Department of Justice with two copies of applicant's or employee's fingerprint cards. The District shall collect an additional fee not to exceed two dollars (\$2) payable to the [local public law enforcement agency]. The additional fees are to be transmitted to the [city or county treasury].

The fee [is/is not] reimbursed to an applicant who submits fingerprints in accordance with these procedures and who is subsequently hired by the District within 30 days of the application. Funds not reimbursed to applicants are credited to the general fund of the District.

If the fingerprint cards forwarded to the Department of Justice are those of a person already in the employ of the Governing Board, the District pays the fee required by this section. The fee shall be a proper charge against the general fund of the District, and no fee shall be charged the employee.

Substitute and temporary employees employed for less than a school year [are/are not] exempted from these procedures.

### **Academic Employees**

**NOTE:** Insert local practice; the following is an illustrative example:

Whenever the District employs a person in an academic position and that person has not previously been employed by a school or community college district in this state, the District, within 10 working days of the person's date of employment, requires the individual to have duplicate personal identification cards upon which shall appear the legible fingerprints and a personal description of the employee prepared by [a local law enforcement agency having jurisdiction in the area of the District]. The [law enforcement agency] transmits the cards, together with any applicable fee, to the Department of Justice.

The [local law enforcement agency], upon receipt of information from the Department of Justice, excerpts from the history all information regarding any convictions of the employee and shall forward that information to the District.

The District may provide the means whereby the identification cards may be completed and may charge a fee determined by the Department of Justice to be sufficient to reimburse the Department for the costs incurred in processing the application. The

amount of the fee shall be forwarded to the Department of Justice, with two copies of applicant's or employee's fingerprint cards. The District shall collect an additional fee not to exceed two dollars (\$2) payable to the **local public law enforcement agency** taking the fingerprints and completing the data on the fingerprint cards.

Also see BP/AP 7120 titled Recruitment and Hiring

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**AP 7340 LEAVES**

**References:**

Education Code Sections 87763 et seq. and 88190 et seq.;  
Labor Code Section Sections 234 and 245 et seq.

**UNDER REVIEW PER VCHR**

**NOTE:** This procedure is **optional**. Local practice may be inserted. Leave procedures are a mandatory subject of bargaining for employees that are represented by an exclusive representative. Procedures as to other employees are at District discretion, and include the leaves provided for in BP 7340 titled Leaves.

**NOTE:** The language in current KCCD Policy 6F is shown below in **black ink** as these prescriptive details are more appropriately codified in new AP 7340 titled Leaves **OR** may be codified in related publications such as a Management Handbook and a Confidential Employee Handbook that could be uploaded on the Human Resources intranet portal.

**Absences and Leaves for Confidential and Management Employees**

**General Absence**

Records of all employee absences are to be maintained by the District Payroll Office. (See the Confidential/Management Absence Report Form)

Absence without loss of pay shall be granted to employees (1) to serve jury duty, (2) to appear as a witness in court other than as a litigant and (3) to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee.

Compensation received by an employee as a member of a jury or witness shall be retained by the employee. Absences for jury duty are to be reported and noted as such.

Employees shall file a signed statement for each absence from duty.

## **Leave of Absence**

### **Illness, Injury, or Quarantine (Sick Leave)**

Sick leave shall be granted when an employee is kept from the performance of duties by sickness, injury, or quarantine.

Sick leave with full pay is allowed full-time employees on the basis of one (1) day of sick leave for each calendar month worked starting from the first date of service. A person employed less than full-time shall be entitled to a pro-rata share of the sick leave. A person absent from duty as a result of an industrial accident or illness shall be paid that portion of salary which when added to temporary disability indemnity will result in payment of not more than full salary.

Employees shall be entitled to use sick leave accrued annually to attend to the illness of a child, parent, spouse, or domestic partner according to law.

Unused sick leave shall be accumulated.

### **Catastrophic Leave (See BP/AP 7345 titled Catastrophic Leave Program)**

Any full-time confidential or management staff member may donate a portion of his/her sick leave days to any eligible employee who has exhausted his/her accumulated sick leave days. Determination of eligibility to receive catastrophic sick leave donations will be the same as eligibility for the one hundred (60) working days of differential pay (Education Code Section 87786). (See the Confidential and Management Catastrophic Illness Donation Request Form)

Any transfer of sick leave days must be in writing. This transfer of sick leave days will be added to the sick eligible employee's leave after he/she has exhausted all accumulated sick leave and the one-hundred (100) working days differential leave allowed by Education Code Section 87786. (See the Confidential/Management Consent to Donate Sick Leave for Catastrophic Illness Form)

A confidential or management staff member may receive up to 40 days of donated sick leave per illness/injury.

Confidential or management staff who are contributing to another eligible employee's catastrophic leave must maintain a personal sick leave balance of not less than 40 days after contributing.

The District may require that any absence as a result of illness, injury or quarantine which exceeds three days duration be verified by a written statement by a licensed physician indicating the reason for and length of disability.

After accumulated sick leave, industrial accident and illness leave, vacation, and other available leave to which the employee may be entitled has been exhausted, the employee is entitled to additional leave benefits when absent from duties because of illness or accident, whether the absence arises out of or in the course of employment of the employee. These benefits allow for one-half pay for the work days he/she is absent beyond the sick leave period to a maximum of one hundred (100) working days. However, vacation and sick leave may not be accrued during this period. [See the process on counting the one hundred (100) days at differential pay.] However, vacation and sick leave may not be accrued during this period.

### **Personal Necessity Leave**

Earned sick leave to a maximum of seven days each fiscal year may be used by the employee in cases of personal necessity.

To arrange for proper coverage of the assignment, when possible, it is expected that the employee shall secure prior approval from his/her immediate supervisor for use of personal necessity leave as defined below.

Appearance in any court or before any administrative tribunal as a litigant or party that does not involve payment to the employee for services.

Personal business of a compelling nature that cannot be conducted outside of normal work assignment hours and does not involve payment to the employee for services. If prior approval is not obtained, the employee, upon return to work or within three days, shall report the nature of the absence. If the absence does not meet the provisions contained herein, the employee may have a deduction in pay.

The employee shall not be required to have advanced permission for personal necessity leave for the following reasons:

Death or serious illness of a member of the immediate family when additional leave is required beyond that provided by law. Immediate family shall be construed to have the same meaning as identified under bereavement below.

Accident involving the person or property of the employee or the person or property of a member of the immediate family.

### **Bereavement Leave**

Each employee may be granted five days with pay for bereavement, funeral arrangements and/or funeral attendance in the event of the death of a member of the employee's immediate family. Members of the immediate family include

mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandparents of employee or spouse, son-in-law or daughter-in-law of employee, or any relative living within the immediate household of the employee.

Time off without pay may be granted for attendance at the funeral of a distant relative or close friend. An employee may choose to use personal necessity leave, vacation, or compensatory time for attendance at the funeral of a distant relative or close friend.

### **Emergency Leave**

The emergency leave is a privilege granted by the Board of Trustees and its use is limited to severe illness. Employees must expect to provide adequate proof of necessity for emergency leave. This leave may be used after personal necessity leave and, if applicable, bereavement leave, has been exhausted.

For absence as a result of severe illness or death in the employee's family, no deduction in pay will be made up to a maximum of six days per fiscal year. Additional time for reasons of travel may be allowed upon the recommendation of the District Chancellor or College President.

### **Job Related Accident or Illness**

Job related accident or illness (industrial accident and industrial illness) is defined as any injury or illness arising out of and in the course of employment.

A maximum of 60 working days of leave is available for the same accident or illness.

The industrial accident or illness leave shall not be accumulated from year to year.

Industrial accident or illness leave shall commence on the first day of absence.

When an industrial accident or illness absence occurs, the employee shall be paid a salary which when added to the Worker's Compensation benefit amount will yield full salary.

During a paid industrial accident or illness leave of absence, the employee shall endorse to the District all Workers' Compensation benefit checks received for industrial accident or illness. The District, in turn, shall issue the employee's appropriate salary warrants and shall deduct normal retirement and other authorized contributions.

When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused industrial accident or illness leave due for the same illness or injury.

Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits of such other leave as may be provided by law or regulations.

Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the State.

Industrial accident or illness leave shall not be considered to be a break in service of the employee.

The District shall provide employees with a physician pre-designation form during orientation.

### **Pregnancy Disability Leave**

Each female employee shall be entitled to a maximum of four months Pregnancy Disability Leave (PDL) for the period of time she is disabled as a result of pregnancy, childbirth, or a related medical condition. This leave is available only to employees who are on current working status. The employee shall be entitled to use her accumulated sick leave and disability benefits allowable under appropriate sections of this Board policy on the same basis provided for any other illness, injury, or disability.

The period of disability, including the date upon which the leave shall begin, shall be determined by the employee and her physician.

A written statement from the employee's physician as to the beginning date of such disability shall be filed with the District Chancellor and, if applicable, through the College President. This date shall be based on the employee's ability to render service in her current position.

The date of the employee's return to service shall be based on her physician's analysis and written statement of the employee's physical ability to render service and that she is no longer required to remain off duty as a result of her physical disability.

Eligible employees may also be entitled to an additional unpaid leave up to 12 workweeks under the California Family Rights Act (CFRA) [not to exceed seven months combined PDL and CFRA] to care for her newborn.

Upon return from leave, the employee shall be reinstated to the same position held at the time the leave was granted or to a similar position with the District.

### **Child Rearing Leave**

At the request of the employee, an unpaid child rearing leave shall be granted to a maximum of 12 months upon approval of the College President, the District Chancellor, and the Board of Trustees.

If mutually agreed by the employee and the College President, with approval of the District Chancellor, an additional 12 months for an overall total of 24 months may be granted by the Board of Trustees.

Upon return from a child rearing leave, the employee shall be reinstated to the same position held at the time the leave was granted to a similar position within the District.

### **Child Adoption Leave**

The child adoption leave shall be granted to the employees and shall be without pay. The College President or District Chancellor shall be notified of such request in sufficient time to make proper substitute arrangements if needed.

The child adoption leave may begin on the date the employee takes custody of the child or any time within one week prior.

The leave shall terminate 60 days after the employee has taken custody of the child. The employee may request an extension to the (60-day limit in cases of unusual circumstances as verified in writing by a social worker, pediatrician, or other appropriate professional.

### **Family Care Leave**

All employees who have completed one year of continuous service for the District shall be entitled to a maximum of six months of unpaid family care leave in a 24- month period as provided by law. Family Care Leave is available for the following reasons:

- Care of the child of the employee following the birth of that child.
- The placement of a child with the employee for adoption or foster/adoption program.
- Serious illness of the child of the employee.
- Care for a parent or spouse who has a serious health condition.



- A serious health condition that makes the employee unable to perform the functions of his/her position.

The total time provided in Family Care Leave shall run concurrently with the leave provided in Emergency Leave, Disability Pregnancy Leave, Child Rearing Leave and Child Adoption Leave.

If the need for Family Care Leave is foreseeable, the employee shall provide the District with reasonable advance notice of the need for the leave.

If the need is foreseeable due to planned medical treatment, the employee shall make a reasonable effort to schedule the treatment to avoid disruption of work schedule.

The following time constraints shall apply to Family Care Leave.

Except for special circumstances approved by the Board of Trustees, the leave must be taken in a consecutive time block rather than intermittent.

The Family Care Leave does not constitute a break in service for seniority or longevity.

During the time of leave, the District will continue to provide health and welfare benefits at the same contribution rate as an active employee.

The District is entitled to recover the cost of health and welfare benefits if the employee does not return from leave.

Sick leave and vacation shall be earned during any period of Family Care Leave when in a paid status.

**Military Leave** (see AP 7346 titled Employees Called to Military Duty)

Military leaves shall be granted to employees in accordance with the applicable state and federal law. Additional leave beyond the specified legal minimum may be granted upon approval of the Board of Trustees for such employees in cases where it would be to the advantage of both the District and the employee to grant such a leave.

Training periods for military reserve units should be scheduled during time school is not in session. If a training period cannot be so scheduled, permission must be obtained from the Board of Trustees after a letter from the military commander has been presented stating alternative training periods are not available.

## **Short-Term Leave**

Employees may be authorized to attend conferences and participate in state and national professional organizations related to their subject matter fields when there is clearly an opportunity for professional growth and/or benefit to the College instructional program.

Permission to attend such functions or conferences may be granted on written request submitted to the District Chancellor well in advance of the event. The District Chancellor may refer the matter to the Board of Trustees for a decision.

If the District Chancellor approves the request, the use of a school car for transportation to conferences and/or reimbursement for other pertinent expenses may be granted.

If an employee is authorized to attend a conference or related meeting, no salary deduction will be made.

If an employee is requested to attend a conference by the District Chancellor, College President, or Board of Trustees, all pertinent expenses will be paid.

## **Long-Term Leave Without Pay**

Each applicant for long-term professional leave of absence without pay must have served in a full-time capacity within the District not less than four consecutive years immediately preceding the beginning of the leave period. Any subsequent leaves following the first leave shall require four additional years of service.

Exceptions to the four-year requirement may be made for a leave involving a specific educational program which is clearly an opportunity for professional development and a benefit to the District. Such an educational program shall be developed cooperatively by the employee, the employee's supervisor, and the Chancellor.

Applications for leave must be filed with the District Chancellor at least 60 days prior to the beginning of the leave period. The maximum length of the leave is one year provided the employee on leave gives 60 days notification of return and provided a satisfactory substitute is available. The leave shall be approved by the District Chancellor and the Board of Trustees.

Leave of absence may be granted for advanced collegiate training, travel, business or personal reasons, and rest and recuperation. A second consecutive year may be granted for good and sufficient cause for persons on leave for rest and recuperation.

## **Educational Leave**

Confidential/Management employees may apply for an educational leave for a maximum of two months at full compensation, six months at 90% compensation and if the leave exceeds six months compensation will be 60%.

An educational leave may be granted to engage in collegiate study or academic research that improves the competence of the staff member in his/her professional assignment or in an area recommended by the District Chancellor or the College President and Board of Trustees. (College leaves must also be approved by the District Chancellor.) Courses to be taken or academic research to be pursued shall be filed with the leave request. Study shall approximate full-time. Transcripts of record for courses or a summary of the research completed shall be filed as part of the management leave report.

Significant departures from original educational leave proposals must be filed in advance in writing with and approved by the District Chancellor.

Immediately preceding the beginning of the leave period, each educational leave applicant must have served in a full-time capacity with the District not less than four consecutive years for one to six months of leave and not less than seven consecutive years of service for seven to 12 months of leave. Subsequent leaves following the first leave shall be based on four or seven additional years of service of full-time confidential/management duty.

A basic consideration in approving an educational leave will be the reassignment of the confidential/management employee's duties at minimal cost to the District.

Educational leaves shall be limited to no more than one confidential or management employee from each campus and one from the District Office at any given time. Exceptions to this may be made with the recommendation of the District Chancellor or College President and, if applicable, approval of the District Chancellor.

Failure to complete an approved educational leave proposal will result in an appropriate reduction in educational leave compensation.

The total compensation that an employee on educational leave receives from both the District and from non-district leave related employment during the period of the leave shall not exceed the amount of the salary he/she would receive if he/she had continued on active duty in the District. This regulation does not include research or study grants or fellowships from nationally recognized foundations, approved by the Board of Trustees.

The arrangement for payment of compensation to an employee on leave is subject to governing board decision. It may be paid in the same manner as if the employee was working in the District provided, (a) the employee furnishes a suitable bond guaranteeing he/she will return to the District to render a period of service which is equal to twice the period of the leave, or (b) the employee agrees in writing to return to the service of the District and to render a period of service which is equal to twice the period of the leave following return from leave.

Each applicant who has been granted leave shall file the appropriate written report with the District Chancellor within 90 days upon returning to active duty. The report shall include an appraisal of the professional value of the activities and the manner in which the knowledge and experience may be applied for the benefit of the College, and/or District.

The Board of Trustees shall be free from any liability for the payment of any compensation damages in case of death or injury of the employee while on leave.

**NOTE: Most** of the language in current KCCD Policy 6G3 is shown below in **black ink** as these prescriptive details are more appropriately codified in this new AP 7340 titled Leaves **OR** may be codified in related publications such as a Management Handbook and a Confidential Employee Handbook that could be uploaded on the Human **Resources intranet portal**.

### **Vacation for Management and Confidential Employees**

Management and confidential will earn two days vacation per month. A maximum of 48 days may be accumulated.

Vacation must be scheduled at a time convenient to the employee and to the operation of the College or District.

Management or confidential employees whose employment is terminated before earned vacation is taken in the current or preceding fiscal year will be granted terminal leave pay in-lieu thereof providing the employee has completed six months of employment.

If an administrator or confidential employee terminates and has been granted vacation not earned, the full amount of salary paid for unearned vacation shall be deducted from the terminal payment.

*Various types of leave of absence are noted in collective bargaining agreements. The following is the process to be followed when requesting a leave of absence.*

- *Complete the Request for Leave of Absence Form.*
- *To ensure timeliness of submission and the approval process, please refer to the instructions before completing the Request for Leave of Absence Form.*

- When requesting a leave which requires use of sick leave for more than day-to-day sick leave, submit a completed Request for Leave of Absence Form with the Physicians Verification or Medical Certification Statement to the immediate supervisor.
- The supervisor shall forward the Request for Leave of Absence complete with the Physicians Verification or Medical Certification Statement to the Human Resources Office.
- Leaves requiring Board of Trustees approval will be placed on a Board agenda by Human Resources.
- Human Resources will notify employees of approvals and/or denials of all leave requests.

Also see BP 7340 titled Leaves, AP 7341 titled Sabbaticals, AP 7342 titled Holidays, AP 7343 titled Industrial Accident and Illness Leave, AP 7344 titled Notifying District of Absence/Illness, BP/AP 7345 titled Catastrophic Leave Program, AP 7346 titled Employees Called to Military Duty, and AP 7347 titled Paid Family Leave. In addition, refer to the collective bargaining agreements for applicable employee groups.

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**AP 7341 SABBATICALS**

**References:**

Education Code Sections 87767 et seq.

**UNDER REVIEW PER VCHR**

**NOTE:** This procedure is **optional**. Local practice may be inserted. Sabbatical leave procedures are a mandatory subject of bargaining. Procedures as to other employees are at district discretion. The following are minimum requirements provided by statute.

The District may grant a leave of absence for study and travel (sabbatical) under to any academic employee who has rendered service to the District for at least six consecutive years preceding the granting of the leave, but not more than one such leave of absence shall be granted in each six-year period.

The standards of service that shall entitle the employee to the leave of absence are:

Review the collective bargaining agreement on sabbatical leave.

No absence from the service of the District under a leave of absence, other than another sabbatical leave, shall be deemed a break in the continuity of service required by this section, and the period of the absence shall not be included as service in computing the six consecutive years of service required by this section.

Service under a nationally recognized fellowship or foundation approved by the Board of Governors, for a period of not more than one year, for research, teaching or lecturing shall not be deemed a break in continuity of service, and the period of the absence shall be included in computing the six consecutive years of service required by this section.

Every employee, as a condition to being granted a leave of absence pursuant to this procedure, shall agree in writing to render a period of service to the District following his/her return from the leave of absence that is equal to twice the period of the leave.

**Faculty Professional Development Leave**

The District may grant a leave of absence for study and travel (sabbatical) to any full-time contract academic employee who has rendered service to the District for at least seven consecutive years preceding the granting of the leave, but not more than one such leave of absence shall be granted in each seven-year period.

Refer to the CTA/NEA Collective Bargaining Agreement for the standards of service that shall entitle an employee to a sabbatical leave.

**Classified Professional Development Leave**

Reference: Education Code Section 88221

**Administrator Professional Development Leave**

Guidelines for administrators to be developed

Also see the collective bargaining agreements for applicable employee groups

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**AP 7345 CATASTROPHIC LEAVE PROGRAM**

**Reference:**

**Optional**

Education Code Section 87045

**UNDER REVIEW VCHR**

The District has established a catastrophic leave program to permit employees of the District to donate eligible leave credits to an employee when that employee or a member of his/her family suffers from a catastrophic illness or injury.

For the purposes of this procedure, the following terms are defined as follows:

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

Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

- The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness.
- The Vice Chancellor of Human Resources determines that the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury.
- The employee has exhausted all accrued paid leave credits. If the transfer of eligible leave credits is approved, any employee may, upon written notice,



donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter.

The maximum amount of time for which donated leave credits may be used shall not exceed use for a maximum period of 12 consecutive months.

Verification of catastrophic injury or illness shall be required.

All transfers of eligible leave credit shall be irrevocable.

An employee who receives paid leave pursuant to this procedure shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving such leave.

Also see the collective bargaining agreements for applicable employee groups

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**AP 7347 PAID FAMILY LEAVE**

**References:**

*Unemployment Insurance Code Sections 3300 – 3303*

**Under review VCHR**

**NOTE:** The following procedure applies only to those districts that contribute to State Disability Insurance Program, and takes effect in January 2004. It is recommended as good practice. In those and other districts, paid family leave may become a subject of collective bargaining.

*Effective July 1, 2004, employees who contribute to the state's unemployment compensation disability insurance (SDI) program shall be eligible for up to six weeks of Family Temporary Disability Leave (FTDL). This leave is funded entirely through employee contributions and payments are equal to those the employee would receive for other SDI leave.*

*The employee may take the leave to care for:*

- *His/her own non-work-related serious health condition (including pregnancy-related disability);*
- *a child, spouse, parent, or domestic partner with a serious health condition; or*
- *to bond with a new child.*

*“Serious health condition” is defined exactly the same as in the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).*

*An employee requesting FTDL leave:*

- *is eligible for the leave once in a 12-month period;*
- *is subject to a seven day waiting period;*
- *may be required to use up to two weeks of accrued but unused vacation leave before beginning FTDL (including the seven day waiting period); and*
- *may have his/her time run concurrently with FMLA/CFRA leave.*

*An employee is not eligible for this leave if:*

- *he/she is receiving unemployment benefits;*
- *he/she is entitled to receive workers' compensation benefits;*
- *he/she is eligible for SDI or disability benefits from another state;*

- another family member is “able and available” to provide care.

Also see the collective bargaining agreements for applicable employee groups

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**BP 7350 RESIGNATIONS**

**References:**

Education Code Sections 87730 and 88201

**UNDER REVIEW VCHR**

**NOTE:** The following language in red ink is **legally required.**

The Board of Trustees shall accept the resignation of any employee and shall fix the time when the resignation takes effect, which shall not be later than the close of the academic year during which the resignation has been received by the Board.

**NOTE:** The following language in red ink is **legally advised:**

The Board hereby delegates to the District Chancellor, or designee, the authority to accept resignations on its behalf at any time. Resignations shall be deemed accepted by the Board when accepted in writing by the District Chancellor. When accepted by the District Chancellor, or designee, the resignation is final and may not be rescinded. All such resignations shall be forwarded to the Board for ratification.

**From current KCCD Policy 7B3 titled Resignations**

~~7B3 The Chancellor is authorized by the Board of Trustees to accept the resignation of any employee. The Chancellor may delegate this responsibility by written designation to District Officers or College Presidents.~~

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**AP 7350 RESIGNATIONS**

**References:**

Education Code Sections 87730 and 88201

**UNDER REVIEW VCHR**

**NOTE:** BP 7350 titled Resignations spells out the minimum requirements for acceptance of resignation, and delegates the authority to the District Chancellor to accept a resignation. If there are additional local practices, they can be inserted here.

*It is customary to give a minimum of two weeks' notice for classified and confidential staff; a minimum of 30 days' notice for management; a minimum of one semester's notice for faculty. OR, at the earliest feasible moment. All notifications must be submitted in writing to the appropriate manager with a copy to Human Resources, who will inform the District Chancellor, or designee.*

*Also see the collective bargaining agreements for applicable employee groups*

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**AP 7365 DISCIPLINE AND DISMISSAL, CLASSIFIED, CLASSIFIED  
CONFIDENTIAL AND MANAGEMENT EMPLOYEES**

**References:**

Education Code Section 88013;

Government Code Sections 3300 et seq.

**Under Review VCHR**

**NOTE:** This procedure is **legally required**. Local practice may be inserted. The following is illustrative, and complies with minimum requirements.

**Grounds for Discipline**

**NOTE:** If the grounds for dismissal were included in BP 7365 titled Discipline and Dismissal – Classified, Classified Confidential and Management Employees, it is not necessary to repeat them here.

A permanent member of the classified or classified confidential and management service shall be subject to disciplinary action, including but not limited to: oral reprimand, written reprimand, reduction in pay, demotion, suspension, or discharge, for any of the following grounds:

1. Fraud in securing employment or making a false statement on an application for employment.
2. Incompetence, i.e., inability to comply with the minimum standard of an employee's position for a significant period of time.
3. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee within his position.
4. Willful disobedience and insubordination, a willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position or insulting or demeaning the authority of a supervisor or manager.
5. Dishonesty involving employment.
6. Being under the influence of alcohol or illegal drugs or narcotics while on duty, being impaired by alcohol or illegal drugs in your biological system while on duty which could impact your ability to do your job.
7. Excessive absenteeism.
8. Inexcusable absence without leave.

9. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.
10. The conviction of either a misdemeanor or a felony involving moral turpitude shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence only of the fact that the conviction occurred. The Office of Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline, or the determination if such conviction is an offense involving moral turpitude. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere made to charge a felony or any offense involving moral turpitude, is deemed to be a conviction within the meaning of this section.
11. Discourteous treatment of the public or other employees.
12. Improper or unauthorized use of District property.
13. Refusal to subscribe to any oath or affirmation that is required by law in connection with District employment.
14. Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the District, the employee's department or division.
15. Inattention to duty, tardiness, indolence, carelessness, or negligence in the care and handling of District property.
16. Violation of the rules and regulations published in any department.
17. Mental or physical impairment that render the employee unable to perform the essential functions of the job with or without reasonable accommodation, or without presenting a direct threat to the health and safety of self or others.
18. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his/her official duties.
19. The refusal of any officer or employee of the District to testify under oath before any court, grand jury, or administrative officer having jurisdiction over any then pending cause of inquiry in which the District is involved. Violation of this provision may constitute of itself sufficient ground for the immediate discharge of such officer or employee.
20. Willful violation of any of the provisions of the ordinances, resolutions or any rules, regulations or policies, which may be prescribed by the District.
21. Improper political activity. Example: Those campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours or the dissemination of political material of any kind while on duty and/or during working hours.
22. Working overtime without authorization.

**NOTE:** Districts have the option to notify or not notify employees regarding background checks conducted as disciplinary or harassment investigations. The following procedure is **legally advised.**

### **Background Checks**

Background checks may be conducted as part of disciplinary or harassment investigations. (Civil Code Sections 1786 et seq. Fair Credit Reporting Act)

Advanced notice of discipline/harassment investigations shall be provided to those under investigation. If the investigation results in action that adversely affects the employee, the employee shall receive oral, written, or electronic notice of:

1. The adverse action;
2. The name, address, and telephone number of the third party agency that furnished the report;
3. The employee's right to obtain a free copy of the report; and
4. The employee's right to dispute the accuracy or completeness of any of the information in the report.

### **Disciplinary Actions**

Disciplinary action taken by the District against a permanent member of the classified, classified confidential and management service may include, but not be limited to oral reprimand, written reprimand, and the following:

1. **Reduction in pay or demotion** – The District may reduce the pay or demote an employee whose performance of the required duties falls below standard, or for misconduct.
2. **Suspension** – An employee may be suspended for disciplinary purposes without pay.
3. **Discharge** – A permanent member of the classified service may be discharged for just cause at any time. Formal written notice of discharge may be made after considered action during a period of suspension.

### **Procedure for Disciplinary Action and Appeal**

The District may, for disciplinary purposes, suspend, demote or terminate any employee holding a position in the classified, classified confidential and management service. Demotion shall include reduction in pay from a step within the class to one or more lower steps.

For classified, classified confidential and management employees who have been suspended, demoted or discharged the District shall follow a pre-disciplinary procedure as follows:

**Notice of Intent:** Whenever the District intends to suspend an employee, demote the employee, or dismiss the employee, the employee shall be given a written notice of discipline which sets forth the following:

1. The disciplinary action intended;
2. The specific charges upon which the action is based;
3. A factual summary of the grounds upon which the charges are based;



4. A copy of all written materials, reports, or documents upon which the discipline is based;
5. Notice of the employee's right to respond to the charges either orally or in writing to the appropriate manager;
6. The date, time and person before whom the employee may respond in no less than five working days;
7. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

### **Response by Employee**

The employee shall have the right to respond to the appropriate manager/administrative supervisor orally or in writing. The employee shall have a right to be represented at any meeting set to hear the employee's response. In cases of suspensions, demotions, or dismissal, the employee's response will be considered before final action is taken.

### **Final Notice**

After the response or the expiration of the employee's time to respond to the notice of intent, the appropriate authority shall: 1) dismiss the notice of intent and take no disciplinary action against the employee; or 2) modify the intended disciplinary action; or 3) prepare and serve upon the employee a final notice of disciplinary action. The final notice of disciplinary action shall include the following:

1. The disciplinary action taken;
2. The effective date of the disciplinary action taken;
3. Specific charges upon which the action is based;
4. A factual summary of the facts upon which the charges are based;
5. The written materials reports and documents upon which the disciplinary action is based;
6. The employee's right to appeal.

### **Appeal and Request for Hearing**

If a classified or a classified confidential and management employee, having been issued the final notice of disciplinary action, wants to appeal the action, he/she shall within ten calendar days from the date of receipt of the notice, appeal to the Board of Trustees by filing a written answer to the charges and a request for hearing with the Vice Chancellor of Human Resources.

### **Time for Hearing**

The Board of Trustees shall, within a reasonable time from the filing of the appeal, commence the hearing. The Board may conduct the hearing itself, or it may secure the services of an experienced hearing officer or Administrative Law Judge, mutually selected by the District and the employee, to conduct a hearing and render a proposed decision for consideration by the Board. However, in every case, the decision of the Board itself shall be final. The Board of Trustees may affirm, modify or revoke the discipline. Any employee, having filed an appeal with the Board and having been notified of the time and place of the hearing, who fails to make an appearance before

the Board, may be deemed to have abandoned his/her appeal. In this event, the Board may dismiss the appeal.

### **Record of Proceedings and Costs**

All disciplinary appeal hearings may, at the discretion of either party or the Board of Trustees, be recorded by a court reporter. Any hearing which does not utilize a court reporter shall be recorded by audio tapes. If a court reporter is requested by either party, that party shall pay the cost of the court reporter.

### **Conduct of the Hearing:**

1. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth.
2. Any relevant evidence may be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
3. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence that shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.
4. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions.
5. Irrelevant and unduly repetitious evidence may be excluded.
6. The Board shall determine relevancy, weight and credibility of testimony and evidence. Decisions made by the Board shall not be invalidated by any informality in the proceedings.
7. During examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

### **Burden of Proof**

In a disciplinary appeal the District has the burden of proof by preponderance of the evidence.

### **Proceed with Hearing or Request for Continuance**

Each side should be asked if it is ready to proceed. If either side is not ready and wishes a continuance, good cause must be stated.

### **Testimony under Oath**

All witnesses shall be sworn in for the record prior to offering testimony at the hearing. The chairperson will request the witnesses to raise their right hand and respond to the following:

“Do you swear that the testimony you are about to give at this hearing is the truth, the whole truth and nothing but the truth?”

### **Presentation of the Case**

The hearing shall proceed in the following order unless the Board of Trustees, for special reason, directs otherwise:

1. The party imposing discipline (District) shall be permitted to make an opening statement.
2. The appealing party (employee) shall be permitted to make an opening statement.
3. The District shall produce its evidence.
4. The party appealing from such disciplinary action (employee) may then offer their evidence.
5. The District followed by the appealing party (employee) may offer rebutting evidence.
6. Closing arguments shall be permitted at the discretion of the Board of Trustees. The party with the burden of proof shall have the right to go first and to close the hearing by making the last argument. The Board may place a time limit on closing arguments. The Board or the parties may request the submission of written briefs. After the request for submittal of written briefs, the Board will determine whether to allow the parties to submit written briefs and determine the number of pages of briefs.

### **Procedure for the Parties**

The District representative and the employee representative will address their remarks, including objections, to the President of the Board. Objections may be ruled upon summarily or argument may be permitted. The Board reserves the right to terminate argument at any time and issue a ruling regarding an objection or any other matter, and thereafter the representative shall continue with the presentation of their case.

### **Right to Control Proceedings**

While the parties are generally free to present their case in the order that they prefer, the Board reserves the right to control the proceedings, including, but not limited to, altering the order of witnesses, limiting redundant or irrelevant testimony, or by the direct questioning of witnesses.

### **Hearing Demeanor and Behavior**

All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or members of the Board of Trustees.

### **Deliberation Upon the Case**

The Board of Trustees should consider all oral and documentary evidence, the credibility of witnesses, and other appropriate factors in reaching their decision. The Board may deliberate at the close of the hearing or at a later fixed date and time. In those cases where the Board has received a proposed decision from a hearing officer or Administrative Law Judge, the proposed decision, the record of the hearing and all documentary evidence shall be available for review by the Board when it deliberates.

**Written Findings, Conclusion, and Decision**

The Board shall render its findings, conclusions and decision as soon after the conclusion of the hearing as possible. A finding must be made by the Board on each material issue. The Board may sustain or reject any or all of the charges filed against the employee. The Board may sustain, reject or modify the disciplinary action invoked against the employee. In those cases where the Board has received a proposed decision from a hearing officer or Administrative Law Judge, the Board may adopt the proposed decision, modify the proposed decision or render a new decision. If the Board recommends reinstatement of the terminated employee, the employee is only entitled to back pay minus the sum the employee has earned during the period of absence.

**Decision of the Board to be Final**

The decision of the Board of Trustees in all cases shall be final.

**Emergency Suspension**

If an employee's conduct presents an immediate threat to the health and safety of the employee or others, the employee may be suspended without compliance with the provisions this procedure. However, as soon as possible after suspension, the employee shall be given notice as set forth herein.

**Record Filed**

When final action is taken, the documents shall be placed in the employee's personnel file.

Also see the collective bargaining agreement(s) for the applicable employee group(s)

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**AP 7366 REINSTATEMENT**

**References:**

Education Code Sections 87744 and 88128

**UNDER REVIEW VCHR**

**NOTE:** This procedure is suggested as good practice/**optional**. Local practice, if any, may be inserted.

**Classified, Classified Confidential and Management Employees**

Any permanent classified, classified confidential and management employee of a community college district, who voluntarily resigns from his/her permanent classified position, may be reinstated or reemployed by the Board of Trustees, within 39 months after the employee's last day of paid service and without further competitive examination, to a position in his/her former classification as a permanent or limited-term employee, or in a related lower class or a lower class in which the employee formerly had permanent status.

**Academic Employees**

Refer to Education Code Section 87744

Also see the collective bargaining agreements for applicable employee groups

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**AP 7380 RETIREE HEALTH BENEFITS: ACADEMIC EMPLOYEES**

**References:**

***Legally Required***

*Education Code Sections 7000 et seq.*

**Under Review VCHR**

**Health and Dental Plans for Retirees**

Employees Who Retired Under PERS or STRS between January 3, 1974 and June 30, 1983

**Benefits to Age 65**

The District will provide health and dental plans for the employee and eligible dependent(s) under the following condition:

- The employee must have worked for the District for five years immediately preceding retirement.

A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

**Benefits at Age 65 and Beyond**

The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District ten (**10**) years immediately preceding retirement.
- At age 65, all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
- At age 65, all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

A surviving eligible dependent(s) may continue the health plan at his/her expense.

Employees Who Retired Under PERS or STRS Between July 1, 1983 and June 30, 1988

### **Benefits to Age 65**

The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District five years immediately preceding retirement.
- The District's monthly contribution for the health and dental plans shall not exceed the contribution made for a current employee.

A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

### **Benefits at Age 65 and Beyond**

The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

The employee must have worked for the District (*10*) years immediately preceding retirement.

- The District's monthly contribution for the health plans shall not exceed the contribution made for a current employee.
- At age 65, all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
- At age 65, all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.

A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

### **Employees of the District Who Were Eligible to Retire as of June 30, 1988 But Will Retire at a Later Date**

Eligible to retire means the employee could have received a retirement benefit

through PERS or STRS as of June 30, 1988, but chose not to retire.

### **Benefits to Age 65**

The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District five years immediately preceding retirement.
- The District's monthly contribution for the health and dental plans shall not exceed the contribution made for a current employee.

A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

### **Benefits at Age 65 and Beyond**

The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District ( 10) years immediately preceding retirement.
- The District's monthly contribution for the health plans shall not exceed the contribution made for a current employee.
- Employees who retire after July 1, 1998 must be eligible for Medicare Part A or purchase Medicare Part A as a condition of continuing with the District health plan.
- At age 65, all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medi-care Part A shall apply for and accept Medicare Part A.
- At age 65, all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.
- Medicare must provide primary coverage.

A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

### **Employees of the District as of June 30, 1988 Who Are Not Eligible to Retire on June 30, 1988**



### **Benefits to Age 65**

The District will provide health and dental plans for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District ten (10) years immediately preceding retirement.
- The District's monthly contribution for the health and dental plans shall not exceed the contribution made for a current employee.

A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.

### **Benefits at Age 65 and Beyond**

The District will provide a health plan for the employee and eligible dependent(s) under the following conditions:

- The employee must have worked for the District 15 years immediately preceding retirement.
- The District monthly contribution for the health plan shall not exceed that for an active employee.
- Employees who retire after July 1, 1998 must be eligible for Medicare Part A or purchase Medicare Part A as a condition of continuing with the District health plan.
- At age 65, all retirees [and their eligible dependent(s), if dependent coverage is taken] who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
- At age 65, all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.
- Medicare must provide primary coverage.

A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.

## **Retiree Benefits for Employees of the District Hired on or After July 1, 1988**

### **Benefits to Age 65**

The District will provide health and dental plans for the employee and spouse under the following conditions:

The employee must have worked for the District 15 years immediately preceding retirement.

- The District's monthly contribution shall not exceed the amount paid by the District on the employee's behalf during the employee's last full fiscal year of service.

Retirees who wish to maintain coverage shall pay on a monthly basis the difference between the amount of the District's contribution and the actual costs of the benefits. Failure to pay the retiree's contribution for two consecutive months shall result in termination of coverage.

A surviving spouse of a retiree may continue the health and dental plans at his/her expense.

### **Benefits at Age 65 and Beyond**

An employee may continue the health plan at his/her expense under the following conditions:

- At age 65, all retirees (and their spouses, if dependent coverage is taken) who are qualified through Social Security eligibility for Medicare Part A shall apply for and accept Medicare Part A.
- At age 65, all retirees (and their spouses, if dependent coverage is taken) must apply for and purchase Medicare Part B.
- Medicare must provide primary coverage.

Eligibility for benefits following retirement and unpaid leave of absence immediately preceding retirement specified above shall be administered as follows:

The years listed under these sections must be paid status, but not necessarily continuous paid status.

If the unpaid leave which is applied for and approved is for the period immediately preceding retirement, the amount of leave allowed shall be limited to years of paid service with the District in the following fashion:

- 5-9 years: six months
- 6-14 years: one year
- 15-19 years: one year and six months
- 20 or more years: two years

Paid leave counts as regular paid service.

### **Health Coverage at the Employee's (or Spouse's) Expense**

The ability to continue and/or acquire any coverage under this section is conditioned upon the health and welfare benefit provider's allowance of the practice, current provisions of state and federal laws and Medicare policies.

When an employee, spouse or other eligible dependent is required to contribute to the health and/or dental plans, failure to make payments for two consecutive months shall result in termination of coverage.

The health and dental plans shall be the same as that for active employees.

Classified employees retiring under STRS will have the same benefits as if they retired under PERS.

Certificated employees retiring under PERS will have the same benefits as if they retired under STRS.

*[Also see the collective bargaining agreement\(s\) for the applicable employee group\(s\)](#)*

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**BP 7400 TRAVEL**

**Reference:**

**Legally Required**

Education Code Section 87032

**Under Review by VCBS**

*The District Chancellor is authorized to attend conferences, meetings, and other activities that are appropriate to the functions of the District.*

*The District Chancellor shall establish procedures regarding the attendance of other employees at conferences, meetings, or activities. The procedures shall include authorized expenses, advance of funds, and reimbursement.*

**NOTE:** The following language is optional.

*All travel outside the United States must be approved in advance by the Board of Trustees.*

NOTE: The language in current KCCD Policies 3C1 – 3C2 is shown as struck (below) because the up-to-date information regarding Student Transportation is addressed in **new** BP/AP 4300 titled Field Trips and Excursions.

**From current KCCD Policy 3C titled Travel and Transportation**

~~3C1 Student Transportation~~

~~See Policy 4B9, for Student Field Trips, Excursions, and Transportation.~~

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

~~3C1A Waiver of Claims by Participants~~

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

~~minors, parents or guardians of students, and adults taking field trips or excursions shall sign a statement waiving such claims.~~

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

~~3C2A In-lieu of transportation, payments will be made as provided by law.~~

NOTE: The language in current KCCD Policies 3C3 – 3C4 is shown as struck (below) as such details, if deemed necessary, are better addressed in new AP 7400 titled **Travel**.

### ~~3C3 Staff Conferences and Meetings~~

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

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

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

### ~~3C4 Staff Transportation~~

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

~~3C4B Private vehicles used for District business must be properly insured, currently registered, in safe and reliable working condition and appropriate for the intended use. The employee shall certify that his/her automobile has public liability, property damage, and medical insurance, with coverage amounts at least in accordance with the minimum requirements of the State of California.~~

~~3C4C Employees or students using either District or private vehicles for District business must be properly insured and licensed. (See Policy 4B9 for student transportation policies.)~~

*Also see BP/AP 4300 titled Field Trips and Excursions and BP/AP 6530 titled District Vehicles*

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**AP 7400 TRAVEL**

**Reference:**

Education Code Section 87032

**Under Review VCBS**

**NOTE:** This procedure is **legally advised**. Local practice may be inserted and should address or include:

- 1) Definition of authorized necessary expenses and limits.
- 2) Definition of authorized travel.
- 3) Provisions for advance of funds.
- 4) Approvals required.
- 5) Filing of claims against advance or for reimbursement.
- 6) Authority to direct employees to attend relevant conventions or conferences.

**NOTE:** Consider striking the language in current KCCD Procedure 3C and reflect details regarding Student Meals and In-State Travel Allowance could be addressed in Student Travel Guidelines (include a “also see” phrase at the end of new BP/AP 4300 titled Field Trips and Excursions).

**From current KCCD Procedure 3C titled Meals and In-State Travel Allowance for Students**

- ~~1. Meals will be funded for the approved travel party only (e.g., students and athletes eligible for competition).~~
- ~~2. Meals will be funded at the per diem rate noted below. Meal allowances may be adjusted up to the employee rates for travel to high-cost cities with prior approval by the appropriate Vice President. High-cost cities will be determined by the rates published by the Federal Internal Revenue Service.~~

- ~~Breakfast \$7.00~~
- ~~Lunch \$10.00~~
- ~~Dinner \$14.00~~

- ~~3. Travel must begin prior to 6:00 a.m. to receive funding for breakfast.~~
- ~~4. To receive funding for lunch, travel coverage is required for the entire period between 11:00 a.m. and 2:00 p.m.~~
- ~~5. Travel must conclude after 6:00 p.m. to receive funding for dinner.~~
- ~~6. A District Student Travel Authorization form must be signed by the approved traveling party and returned within ten (10) days to the College Business Services Office. [See Procedure 3C1(b) of this Manual for the District Student Travel Authorization form.]~~
- ~~7. The approved traveling employee must complete the District Student Travel Authorization form if meals or food goods are purchased on a group basis. The District Student Travel Authorization form must be returned within ten (10) days to the College Business Services Office. All receipts must accompany form.~~
- ~~8. Prepayment dollars for meals not spent must be returned to the College Business Services Office for deposit to the appropriate fund.~~

### **Lodging**

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

~~Admin 03/17/14 Reviewed @ Ch. Cab. 04/21/14 CC 04/22/14~~

**NOTE:** The following is sample language from other districts for consideration.

### **Sample from another District**

The Board of Trustees will provide transportation for staff members for approved trips as District representatives. Travel requests for campus personnel shall be approved by the District Chancellor prior to the trip. Out-of-state trips may be made only with the approval of the District Chancellor. Employees will be reimbursed for approved travel expenses in accordance with established processes. The Board of Trustees will receive a report of staff travel expenses on a monthly basis.

Also see BP/AP 2735 titled Board Member Travel, BP/AP 4300 titled Field Trips and Excursions, and AP 6530 titled District Vehicles as well as the Claim for Travel Reimbursement Form.