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

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**BP 7100 COMMITMENT TO DIVERSITY**

**References:**

Education Code Sections 87100 et seq.:  
Title 5 Sections 53000 et seq.

**NOTE:** This policy is legally required.

The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board of Trustees recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates.

Also see BP/AP 3410 titled Nondiscrimination and BP/AP 3420 titled Equal Employment Opportunity

**Current KCCD Policy referencing Diversity**

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~~7D — Equal Employment Opportunity and Unlawful Discrimination (Revised December 17, 2009)~~

~~7D1 — Equal Employment Opportunity in the Employment of Personnel~~

~~It shall be the policy of the Kern Community College District that equal opportunity to seek, obtain, hold, and advance in employment in the District shall be afforded to all who qualify without discrimination because of race, color, ethnic group identification, ancestry, religion, national origin, sex (gender), sexual orientation, age, and/or physical or mental disability. Appropriate qualifications for the performance of specific duties are the basic criteria for the employment and promotion of personnel. Additional efforts will be made to recruit, develop, and to promote qualified members of groups that are underrepresented in the~~

~~District workforce, even if that underrepresentation cannot be traced to particular discriminatory actions on the part of the District.~~

~~**7D1A** — The District will continuously review its policies, procedures, practices, pool and workforce statistics, and any other factor that might contribute to workforce imbalance or adversely impact employment opportunities of members of protected groups.~~

~~**7D1A1** — The District will annually review the Equal Employment Opportunity Plan and revise as appropriate to address any problems with regard to recruiting a diverse workforce on the schedule provided by the State Chancellor's Office.~~

~~**7D1A2** — Information regarding Equal Employment Opportunity will be made available annually to the staff and community.~~

~~**7D1A3** — The District's Human Resources Department will continue to assure reasonable accommodation for applicants and employees with disabilities upon request.~~

~~**7D1A4** — Pre-employment physicals or drug testing shall be conducted only following an offer of employment. This offer of employment is conditioned on the employee either passing these tests, or providing proof of disability [as defined in the Americans with Disabilities Act (ADA)]. The District will provide reasonable accommodation upon request to applicants and employees in accordance with Federal Americans with Disabilities Act (ADA).~~

~~**7D1A5** — Whenever possible the names, titles, office locations, and office telephone numbers of individuals serving as liaisons of Equal Employment Opportunity programs, Equal Employment Opportunity officers, receivers of unlawful discrimination complaints, responsible personnel, ADA coordinators, and others responsible for Equal Employment Opportunity functions shall be identified and made public to employees and students.~~

~~**7D1B** — The Board of Trustees recognizes and accepts its responsibilities under the California Education Code and the California Code of Regulations (Title 5) to:~~

~~**7D1B1** — Assume overall responsibility for the success of the District's effort to achieve Equal Employment Opportunity.~~

~~**7D1B2** — Approve the District and College Staff Availability Data as well as any revisions; and assure that these are submitted to appropriate agencies in a timely fashion.~~

~~**7D1B3** — Assure that in all employment procedures for all positions there is no unlawful discrimination.~~

~~**7D1B4** — Provide a supportive environment free of cultural bias for all staff and students.~~

~~**7D1C** — An Equal Employment Opportunity Advisory Committee shall be established to advise the District on personnel matters relating to equal employment opportunities.~~

~~**7D1C1** — The Equal Employment Opportunity Advisory Committee will review Staff Availability Data and other relevant data for the purpose of advising the District and assisting in its commitment and goals in achieving equal employment opportunities.~~

~~**7D1C2** — Composition of the Equal Employment Opportunity Advisory Committee shall approximate a balance between District employees and Community members and shall provide for wide representation, including ethnic minorities, women, and the disabled whenever possible.~~

~~**7D1C3** — The District Equal Employment Opportunity Advisory Committee members shall be appointed by the District Equal Employment Opportunity Officer and shall serve for a period of three (3) years. The Committee shall meet at least once in every calendar year.~~

~~**7D1D** — The following District officers shall be responsible and accountable for providing District-wide leadership in Equal Employment Opportunity:~~

~~**7D1D1** The Vice Chancellor, Human Resources shall assume administrative responsibility for implementation of the Equal Employment Opportunity Policy.~~

~~**7D1D2** The Vice Chancellor, Human Resources or his/her designee shall be responsible for the ongoing administration of this policy. This ongoing administration, in cooperation with the College Equal Employment Opportunity officers, shall include:~~

- ~~• Monitoring the employment process to ensure that selection or elimination of candidates for employment is based on job-related criteria.~~
- ~~• Providing Multi-college District Staff Availability Data, as it is made available to the District from the California Community Colleges Chancellor's Office.~~
- ~~• Initiating action to correct any identified Equal Employment Opportunity concerns.~~
- ~~• Receiving, investigating, and seeking resolution of unlawful discrimination complaints. (See Procedure 7D4A)~~

~~**7D1D3** The faculty and staff of this District shall be responsible and accountable as follows:~~

~~**7D1D3A** Foster and promote a positive environment and overall hospitable atmosphere to staff and students of all cultures and heritages, encouraging the appreciation and value of diversity to the College communities.~~

~~**7D1D3B** Act on behalf of the District in recruitment and selection of personnel. In this capacity, faculty and staff shall comply with all applicable state and federal laws and regulations.~~

~~**7D1E** The District and Equal Employment Opportunity Officer(s) shall conduct periodic internal auditing, reporting, and~~

~~evaluating of the effectiveness of the Equal Employment Opportunity Program.~~

~~**7D1E1** — The Equal Employment Opportunity Liaisons shall compile an annual workforce and utilization analysis of District personnel and shall use the data to recruit a diverse applicant pool and workforce.~~

~~**7D1E2** — College Equal Employment Opportunity Liaisons shall monitor the ethnicity and gender make-up as well as data concerning promotions of positions on a continual basis.~~

~~**7D1F** — The District and Colleges shall provide faculty/staff in-service training on diversity.~~

~~**7D1F1** — Each College's Human Resources Department is responsible for providing training to all staff on Equal Employment Opportunity programs and issues.~~

~~**7D1F2** — The District's Equal Employment Opportunity Advisory Committee shall work cooperatively with Human Resources to effectively utilize Equal Employment Opportunity funds allocated to the District.~~

~~**7D1G** — The District shall pursue hiring practices, which effect Equal Employment Opportunity policies.~~

~~**7D1G1** — All employment practices will be based on job-related factors, considering seniority only where required by law.~~

~~**7D1G2** — Recruitment for positions shall include verifiable efforts to attract a diverse applicant pool.~~

~~**7D1G3** — The Human Resources Department, in consultation with the screening committee chair, shall determine the adequacy of the applicant pool relative to its protected class composition.~~

~~**7D1G4** — Each College will maintain a standard procedure for selecting qualified applicants. College procedures must conform to the following:~~

~~**7D1G4A** — Applicants will be screened by the screening committee for minimum qualifications.~~

~~**7D1G4B** — Screening committees shall include a diverse membership that will bring a variety of perspectives to the assessment of applicant qualifications whenever possible.~~

~~**7D1G4C** — Screening committees are to be trained by a Human Resources Director or Manager in appropriate selection and interviewing techniques and in Equal Employment Opportunity programs and procedures. Selection and interviewing will conform to these techniques and procedures. The Human Resources Director or Human Resources Manager shall work with the screening committee chair to ensure that the employment process complies with the District's Equal Employment Opportunity Policies.~~

~~**7D1G4D** — A reasonable number of candidates as determined by the College President or designee are to be interviewed for each position.~~

~~**7D1G4E** — All materials related to the selection process for a position shall be incorporated into a single file and be maintained for at least three (3) years.~~

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**Kern Community College District**  
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**AP 7100 COMMITMENT TO DIVERSITY**

**References:**

Education Code Sections 87100 et seq.:  
Title 5 Sections 53000 et seq.

**NOTE:** Procedures that meet legal requirements have been included in Chapter 3 (in AP 3420 titled Equal Employment Opportunity). Local practice, if any, which complies with Education Code Sections 87100 et seq. and Title 5 Sections 53000 et seq., may be included here. Consultation with District legal counsel is advised.

The District is committed to promoting diversity campus wide through its student body as well as its employees. One of the District's core values is diversity. This value states, "We respect and welcome all differences, and we foster equal participation throughout the campus community." The District maintains a commitment to diversity through the recruitment and retention of employees and students that reflect the diversity of the communities served. Every effort is made to initiate and establish specific activities and programs designed to meet the District's diversity goals and objectives, to foster equal participation, and to ensure a campus climate that welcomes and respects differences.

The District demonstrates its commitment to diversity by complying with all federal, state, and local laws and regulations regarding equal employment and nondiscrimination in employment, and by maintaining an Equal Employment Opportunity Plan. It also maintains a Student Equity Plan that addresses issues related to the recruitment of students (access to educational opportunities) and their academic environment.

Also see BP/AP 3410 titled Nondiscrimination, BP/AP 3420 titled Equal Employment Opportunity, and AP 3435 titled Discrimination and Harassment Investigations

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**BP 7110 DELEGATION OF AUTHORITY, HUMAN RESOURCES**

**Reference:**

Education Code Section 70902(d)

**NOTE:** *This policy is **legally required**.*

*The Board of Trustees delegates authority to the District Chancellor to authorize employment, fix job responsibilities, and perform other personnel actions provided that all federal and state laws and regulations and board policies and administrative procedures have been followed.*

**NOTE:** *While Education Code Section 70902 authorizes the Board to delegate this authority to the CEO, it is **legally advised** that the following language be placed at the end of this policy.*

*“ . . . subject to confirmation by the Board.”*

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**Kern Community College District**  
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**AP 7110 DELEGATION OF AUTHORITY, HUMAN RESOURCES**

**References:**

Education Code Section 70902(d):

WASC/ACCJC Accreditation Standard III.A.11

**NOTE:** *The language in red ink is **legally advised**. Local practice may be inserted. The following language will satisfy requirements.*

*The Vice Chancellor of Human Resources is delegated responsibility from the District Chancellor to recommend or authorize employment, develop job responsibilities, and perform other personnel actions provided that all federal and state law and regulations, Board policies, and administrative procedures are followed.*

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**Kern Community College District  
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**BP 7120 RECRUITMENT AND HIRING**

**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

**❖ From current KCCD Policy 7B1 titled Personnel Transactions**

~~7B1~~ 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.

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

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 [ **classified organization** ] an opportunity to participate in the decisions under the Board's policies regarding local decision making.

**NOTE:** The language in current KCCD Policies 5G3 – 5H6 is shown as struck (below) as these prescriptive details are more appropriately codified in new AP 7120 titled Recruitment and Hiring **OR** in a related Hiring Guidelines & Processes Document that could be uploaded on the Human Resources intranet portal. Portions of this information are also addressed in the collective bargaining agreement.

❖ **From current KCCD Policy 5G3 titled Position Identification/Approval – Policy 5GH titled Adjunct Employment**

**Position Identification/Approval**

~~5G3A 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.~~

~~5G3B A contract faculty position requires the approval of the College President and the District Chancellor prior to the commencement of the selection process.~~

**5G4 Job Description**

~~5G4A 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.~~

~~5G4B 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.~~

~~5G4C 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.~~

~~5G4C1 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 Procedure 5G4C1 of this Manual for the list of equivalency criteria.~~

~~5G4C1A The purpose of equivalency statements shall be to ensure the maintenance of a professional and highly-qualified staff.~~

~~5G4C1A1 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.~~

~~5G4C1B 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.~~

~~5G4C1C 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.~~

~~5G4C1D 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.~~

~~5G4C1E In no case shall an equivalency be interpreted to mean a waiver of state-mandated minimum qualifications.~~

~~5G4C2 Requirements for any vacant faculty position may exceed the state-mandated minimum qualifications.~~

~~5G4D Job descriptions shall accurately reflect the needs of the College and the goals of Equal Employment Opportunity.~~

## **5G5 Search Procedures**

~~5G5A 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.~~

~~5G5B 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.~~

~~5G5C Vacant faculty positions should be filled during the regular academic year.~~

~~5G5D Positions shall be advertised widely to ensure a pool of highly qualified applicants and to further the College and District Equal Employment Opportunity goals.~~

~~5G5E 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.~~

~~5G5F 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.~~

## ~~5G6 Selection Committees~~

~~5G6A The selection committee shall consist of at least a majority of faculty. The selection committee shall be composed of at most:~~

~~5G6A1 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 (1) of which shall be the department/division chair, if any, and up to two (2) administrators appointed by the College President, one (1) of which shall be the area administrator;~~

~~5G6A2 One (1) College Equal Employment Opportunity Committee member who shall be a faculty member if at all possible appointed by the College Equal Employment Opportunity Committee chair.~~

~~5G6A2A The role of the Equal Employment Opportunity Committee member 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.~~

~~5G6A3 Additional members as agreed upon by the College President and the Academic Senate President.~~

~~5G6B The area administrator will convene the initial meeting of the selection committee. The selection committee shall elect a chair from this committee, who shall be from the discipline, if at all possible.~~

~~5G6C 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 Selection Committee after inappropriate material is removed.~~

~~5G6D Selection committees shall determine whether applicants meet the desired qualifications, including minimum qualifications and, where appropriate, equivalents.~~

~~5G6E In determining equivalents, selection committees shall follow the procedure adopted by the Senate.~~

~~5G6E1 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.) (Added April 20, 1995)~~

~~5G6E2 For those candidates deemed qualified by equivalents, a written record of evidence of equivalence shall be maintained. See Appendix 5G6E1 of this Manual for the Certification of Equivalency form. (Revised April 20, 1995)~~

~~5G6E3 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. (Revised April 20, 1995)~~

~~5G6F The Selection 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.~~

~~5G6G 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.~~

~~5G6H The Selection Committee shall formulate uniform interview questions. The Selection 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.~~

~~5G6H1 Every effort shall be made to schedule interviews when all selection committee members can be present. If necessary, classroom substitutes shall be provided for faculty members on the selection committee.~~

~~5G6I The Selection Committee shall conduct reference checks.~~

~~5G6J 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 Selection Committee may wish to schedule second-stage interviews for those considered best qualified.~~

~~5G6K Except as noted in Policies 5G6K1 and 5G6K2, the Selection Committee shall recommend two (2) or more finalists to the College President for final consideration. If the Selection Committee sends two (2) or more, the College President can select from those recommended after consultation with the Selection Committee Chair or with the Selection Committee if it so requests.~~

~~5G6K1 In the event the Selection Committee recommends one (1) finalist, the College President shall then meet with the Selection Committee to discuss its recommendation. The Selection Committee shall explain its reasons for submitting one (1) candidate. The College President may choose the candidate recommended or request additional recommended candidates, or reopen the process.~~

~~5G6K2 If the Selection Committee cannot recommend any of the applicants, or if the College President cannot choose any of those recommended, the hiring process shall reopen.~~

## **5G7 Selection of the Final Candidate**

~~5G7A The College President shall review the Selection Committee's recommendations and shall interview the finalists and conduct additional reference checks.~~

~~5G7B The College President, in consultation with the Selection Committee Chair, shall select the finalist to be recommended to the Chancellor and Board of Trustees for final approval.~~

### **5G8 Notification of Candidates**

~~5G8A All candidates for positions in the Kern Community College 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.~~

~~5G8B The formal offer of employment shall be prepared and issued from the District Personnel Office.~~

### **5G9 Implementation**

~~5G9A 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.~~

### **5G10 Review and Revision**

~~5G10A This policy is subject to review and revision at the request of any one (1) 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.~~

### **5H Adjunct Employment (See Procedure 5H) (Approved June 14, 2012)**

~~5H1 The Board of Trustees shall appoint all adjunct faculty to provide instruction or services for the District.~~

~~5H2 All adjunct appointments shall be recommended to the Board of Trustees by administration who will involve the active participation and recommendation of faculty.~~

~~5H3 The District shall adopt administrative procedures for hiring adjunct faculty who meet the following criteria:~~

- ~~a. 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.~~
- ~~b. demonstrate subject area knowledge and competency.~~

- ~~c. be skilled in teaching and serving the needs of a diverse student population.~~
- ~~d. show potential for overall professional effectiveness.~~
- ~~e. communicate effectively.~~
- ~~f. demonstrate a sensitivity to the ethnic and cultural diversity of our communities.~~

~~5H4 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.~~

~~5H5 Unless an emergency situation exists, the department/division administrator shall offer adjunct employment only to candidates from these approved adjunct pools.~~

~~5H6 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.~~

~~5H7 Nothing in this policy or District Administrative Procedure shall violate federal or state laws governing personnel employment.~~

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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*

**NOTE:** This procedure is required by accreditation. Local practice may be inserted here and/or cross-referenced to **AP 3420** titled Equal Employment Opportunity. The following are elements that should be included:

- Recruitment methods (advertising vacancies, internet postings, etc.)
- Positions for which continuous recruitment will occur
- Length of time positions will be advertised that are not continuously recruited
- Application instruments
- Initial selection procedures: application reviews
- Testing (as appropriate)
- Interview procedures
- Composition of selection committees
- Pre-selection activities
- Reference checks (See AP 7126 titled Applicant Background Checks)
- Employment offers
- Pre-employment physical examinations

**NOTE:** The language in current KCCD Policies **5G3 – 5H6** is shown below as these prescriptive details are more appropriately codified in new AP 7120 titled Recruitment and Hiring **OR** in a related Hiring Guidelines & Processes Document that could be uploaded on the Human Resources intranet portal. Portions of this information are also addressed in the collective bargaining agreement.

## **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 ~~Committee member~~ who shall be a faculty member if at all possible, ~~appointed by the College Equal Employment Opportunity Committee chair.~~

The role of the Equal Employment Opportunity Monitor ~~Committee member~~ 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 (1) 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:

- g. 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.
- h. demonstrate subject area knowledge and competency.
- i. be skilled in teaching and serving the needs of a diverse student population.
- j. show potential for overall professional effectiveness.
- k. communicate effectively.
- l. 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.

❖ **From current KCCD Procedure 5H titled Adjunct Employment Procedures**

## **ADJUNCT EMPLOYMENT PROCEDURES**

### **5H1 Search Procedures**

**5H1A 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.

**5H1B 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.

**5H1C Qualified Applicant Pool Maintenance:** College Human Resources shall maintain active applications in the qualified applicant pool for a period of two years.

**5H1D 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.

**5H1E** 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).

**5H1F** 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.

**5H1G** 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.

~~5H1H~~ **Approved for Assignment Pool Maintenance:** College Human Resources shall maintain active applicants in the approved for assignment pool for a period of five years.

## ~~5H2~~ **Composition of Part-Time Faculty Screening Committee**

~~5H2A~~ 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.

## ~~5H3~~ **Selection of Candidates**

~~5H3A~~ **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

## ~~5H4~~ **Emergency Circumstances**

~~5H4A~~ 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.

~~5H4B~~ 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.

~~5H4C~~ 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.

~~Reviewed and Approved by Vice President's February 22, 2012 Consultation Council 11/27/12~~

*Hiring procedures for each employee category are maintained in the Human Resources Office.*

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**AP 7125 VERIFICATION OF ELIGIBILITY FOR EMPLOYMENT**

Reference:

8 U.S. Code Section 1324a

**NOTE:** The language in red ink is **legally required**. Local practice may be inserted, but must assure that persons hired by the District are authorized to be employed in the United States. The elements required by federal law are reflected below.

The District will not hire or recruit a person for employment if it knows that the person is not a citizen of the United States and is not authorized to be employed in the United States.

Reliable documentation of eligibility is required for employment from all persons hired. "Reliable documentation" as set out in federal law includes one or more of the following:

- A United States passport or a resident alien card or alien registration card containing a photograph of the prospective employee, that indicates the person is authorized to work in the United States

OR

- A social security card or other documentation issued by the United States government showing authorization to work in the United States AND a driver's license or similar identification document containing a photograph of the prospective employee.

The District will complete for each new employee the verification form or forms required by the United States government. The District will retain such forms for at least three years for persons it does not hire. For persons it does hire, the District will retain such forms for at least three years or until one year after the persons leaves the District's employment, whichever is later.

The District will protect the privacy of the information it collects pursuant to this procedure.

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**AP 7126 APPLICANT BACKGROUND CHECKS**

**References:**

Civil Code Sections 47, 1785.16, 1785.20, and 1786.16 et seq.;  
Federal Fair Credit Reporting Act

**NOTE:** The language in red ink is **legally advised**. Local practice may be inserted here. The following is an illustrative example.

Applicants for positions may be subject to background or reference checks.

Where a background investigation is performed by a third party, **[designate position]** shall make a clear and conspicuous disclosure to the applicant on a separate form before the report is procured. The applicant shall be provided an option to receive or not receive the report. If the applicant is not hired, or the District takes other action that adversely effects any applicant based in whole or in part upon the third-party report, **[designate position]** shall provide oral, written, or electronic notice of:

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

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**BP 7130 COMPENSATION**

**References:**

Education Code Sections 70902(b)(4), 72411, 87801, and 88160;

Government Code Section 53200;

34 Code of Federal Regulations 668 (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)

**NOTE:** This policy is **legally required**.

Salary schedules, compensation, and benefits, including health and welfare benefits, for all classes of employees and each administrator employed pursuant to a contract under Education Code Section 72411 shall be established by the Board of Trustees.

**NOTE:** The following language is **legally required** in an effort to show good faith compliance with the applicable federal regulations.

**Prohibition of Incentive Compensation**

**[NOTE:** Except as applicable to foreign students residing in foreign countries who are not eligible to receive federal student assistance.] The District shall not provide any commission, bonus, or other incentive payment based, directly or indirectly, on the success in securing enrollments or financial aid, to any person or entity engaged in any student recruiting or admission activities or in making decisions regarding the award of student financial assistance. Employees covered by this ban shall be referred to as “covered employees” for purposes of this policy.

Also refer to the applicable collective bargaining agreements for specific compensation-related details.

**NOTE:** The language in current KCCD Policy 7A is shown as struck (below) as the salient points regarding compensation is shown (above) in **red ink**.

❖ **From current KCCD Policy 7A titled Compensation Philosophy**

## **7A Compensation Philosophy Statement (Added July 13, 2006)**

~~7A1 **Umbrella Statement**—Compensation programs will be designed and administered to support the District in its mission to provide outstanding educational programs and services that are responsive to the educational needs of diverse students and communities. The foundation of all compensation programs will be a commitment to attract, retain, and reward the quality and quantity of employees needed to meet the District’s mission. The compensation programs will be based upon principles of fairness, equity, accountability, and established standards of responsibilities and job performance. The compensation programs will be administered with sound fiscal discipline.~~

### **7A2 Component Statements**

~~7A2A The Board will be accountable for the establishment of the compensation philosophy and for its periodic review to ensure that there is continued alignment between the District’s mission, goals, human resources objectives, and compensation philosophy. Implementation of compensation programs within the philosophy is a delegated authority of the Chancellor.~~

~~7A2B The compensation program will be based on consistent principles of equity throughout the District. This will allow for multiple pay plans to reflect both the teaching and nonteaching business of the District.~~

~~7A2C Establishing the value of compensation for faculty will reflect both the qualifications and experience of the incumbent, as well as the teaching role. Establishing the value of compensation for classified staff and management team employees will reflect both the internal value of a position and the value placed on that role in the appropriate market. The internal value will be measured through the sound and consistent application of a proven method of job classification evaluation.~~

~~7A2D The primary pay delivery mechanisms for faculty will be based on the educational qualifications of the incumbent and the years of service with the District. This does not preclude the District from establishing other bases for pay delivery. While recognizing that service and tenure yields valued experience, the primary pay delivery mechanisms for classified staff and management team employees will be based on pay for differences in job content (knowledge, accountability, and complexity/problem-solving); satisfactory performance; demonstration of behavioral competencies.~~

~~7A2E All aspects of compensation (base salary, benefits and if applicable, lump sum payments and allowances) will be considered as a total compensation package for District employees.~~

~~7A2F Total compensation, as defined above, will be targeted at a competitive level when compared to the appropriate labor markets. For faculty, this will include other~~

~~educational institutions in defined geographic locations and of similar size. For classified staff and management team employees, this will include other educational institutions in defined geographic locations and similar size, as well as other public sector employers and private sector employers in defined geographic locations. Compensation will be targeted at such a level as to allow the District to attract and retain the quality and quantity of employees it needs to meet or exceed its goals and objectives.~~

~~7A2G While recognizing the role of Bargaining Units, the District is committed to ensuring that its salary structures are up-to-date through market surveys. There will be a planned approach to ensure that internal equity is maintained.~~

~~7A2H Compensation will be affordable within the overall fiscal accountability of the Board and in the best interests of the District as an employer and provider of services.~~

**NOTE:** The language in current KCCD Policy 6C is shown as struck (below) as these prescriptive details are more appropriately codified in new AP 7130 titled Compensation OR in a related Compensation Guidelines document that could be uploaded on the Human Resources intranet portal.

**❖ From current KCCD Policy 6C titled Confidential and Management Compensation**

**Confidential and Management Compensation**

~~6C1 The Board of Trustees approves the Confidential and Management Salary Grade Structure.~~

~~6C2 The salary grade and step placement of confidential and management employees shall be recommended by the Chancellor for approval by the Board of Trustees. See Procedure 6C2 of this Manual for Salary Administration Procedures for Confidential/Management Employees.~~

~~6C3 The step increase increment date is July 1 each year for confidential and management employees. A new employee must be employed eighty (80) working days prior to July 1 in order to receive the step advancement.~~

~~6C4 Upon the recommendation of the Chancellor, the Board of Trustees may grant two-year (2-year) employment contracts to Associate Chancellors and College Presidents.~~

**6C5 Compensatory Time (Revised August 3, 2006)**

~~6C5A Management employees are exempt from overtime pay and compensatory time.~~

~~6C5B Confidential employees are non-exempt employees and are eligible for compensatory time at the rate of time and one-half (1½) of the regular rate and a maximum of forty (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. (Effective January 1, 2006)~~

~~6C5B1 Payment for compensatory time in excess of forty (40) hours will be calculated based on the employee's regular hourly rate.~~

~~6C6 Teaching Assignments for Management Employees (Approved November 6, 2011) 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:~~

- ~~a. The Chancellor or designee shall review all Management Employees' teaching assignments in advance of the assignment commencing.~~
- ~~b. 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.~~
- ~~c. No online instruction, office hours, or ancillary office duties shall be performed during the Confidential and Management Employees' regular work day.~~
- ~~d. 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.~~
- ~~e. All Management Employees compensated below a Dean salary grade level may be eligible to provide Adjunct faculty instruction, with or without pay.~~

~~6C7 Outside Activities (Approved November 6, 2011) A Management Employee's outside activities shall not interfere in any way with the performance of the management employee's duties.~~

~~6C8 After five (5) years of service to the District, a confidential or management employee who submits to the Chancellor or College President a letter of resignation for purposes of retirement, at least six (6) months prior to the retirement date, shall be compensated \$2,000 (two thousand dollars) following Board of Trustees approval.~~

~~6C9 After thirty (30) years of accrued/accumulated service to the District, confidential and management employees will receive compensation of two thousand, five hundred dollars (\$2,500).~~

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**AP 7130 COMPENSATION**

**References:**

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

**NOTE:** It is **optional** to have a procedure on compensation, since compensation must be approved by the Board and salaries for represented employees are established through collective bargaining. Local practice may be inserted. Recommended elements are described below.

- Annual review of salary schedules for academic employees
- Number of steps
- Number of columns
- Longevity increments
- Annual review of salary schedules for classified employees
- Regular review to assure that classifications have not inadvertently been changed as they relate to one another (particularly in merit system districts)
- Salary setting procedures for administrative staff (if different from above)

**NOTE:** The procedure provisions below are **legally required** in an effort to show good faith compliance with the applicable federal regulations.

**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 following language is **optional**, where athletic coaches are provided with bonus compensation.]

[Although athletic coaches may be covered employees, subject to certain limitations, and, based upon the District's determination on a case-by-case basis [after consulting

with exclusive representatives, if any], coaching staff and other athletic personnel may be exempt from the prohibition of incentive compensation.]

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

**NOTE:** The language in current KCCD Policy 6C is shown below in **black ink** as these prescriptive details are more appropriately codified in this new AP 7130 titled Compensation **OR** in a related Compensation Guidelines document that could be uploaded on the Human Resources intranet portal.

### **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:

- f. The District Chancellor or designee shall review all Management Employees' teaching assignments in advance of the assignment commencing.
- g. 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.
- h. No online instruction, office hours, or ancillary office duties shall be performed during the Confidential and Management Employees' regular work day.
- i. 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.
- j. 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.

**NOTE:** The language in current KCCD Procedure 6C2 (below) may be retained in this procedure but may more appropriately be codified in a related Compensation Guidelines document that could be uploaded on the Human Resources intranet portal.

### **❖ From current KCCD Procedure 6C2 titled Salary Administration Procedures Confidential/Management Personnel**

#### **I. 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.

## II. 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 ~~Kern Community College~~ 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 (2) representatives from the ~~Kern Community College~~ 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.

## III. 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).

## IV. 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~~ or designee.

**V. 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.

**VI. 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)

**VII. 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 ~~(5%)~~ 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 ~~(5%)~~ increase, not to exceed Step 7.
- E. All promotional increases require the approval of the District Chancellor or designee.

### **VIII. 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 ~~(5%)~~ 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.

### **IX. 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

## **X. Reporting Relationships**

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

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

~~Approved by the Chancellor's Cabinet, June 20, 1996  
Revised September 17, 2002~~

~~Approved by Chancellor's Executive Council, May 18, 2003  
Revised October 19, 2004  
Revised June 20, 2006~~

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**BP 7140 COLLECTIVE BARGAINING**

**References:**

Government Code Sections 3540 et seq.

**NOTE:** This policy is legally required.

If eligible employees of the District select an employee organization as their exclusive representative, and if after recognition by the District or after a properly conducted election, an exclusive representative is certified as the representative of an appropriate unit of employees under the provisions of the Educational Employment Relations Act, Government Code Sections 3540 et seq., the District will meet and negotiate in good faith on matters within the scope of bargaining as defined by law.

Also see BP/AP 2610 titled Presentation of Initial Collective Bargaining Proposals

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**AP 7145 PERSONNEL FILES**

**References:**

Education Code Section 87031;  
Labor Code Section 1198.5

**NOTE:** The language in red ink is **legally advised**. This is often a subject of bargaining for represented employees, and collective bargaining contracts will prevail for those employees.

Personnel records are private, accurate, complete, and permanent.

Every employee has the right to inspect personnel records pursuant to the Labor Code.

Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have his/her own comments attached to any derogatory statement. The review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction.

The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the District.

Nothing in this procedure shall entitle an employee to review ratings, reports, or records that were:

- a) obtained prior to the employment of the person involved,
- b) prepared by identifiable examination committee members,
- c) obtained in connection with a promotional examination or interview.

Also see the collective bargaining agreements for applicable employee groups

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**BP 7150 EVALUATION**

**Reference:**

WASC/ACCJC Accreditation Standard III.A.5

**NOTE:** This policy is unique to the Kern CCD.

**❖ From current KCCD Policy 6E titled Confidential and Management Evaluation**

All employees will periodically undergo a performance evaluation, at prescribed intervals.

All faculty and permanent staff members will periodically undergo a performance evaluation, in accordance with relevant collective bargaining provision.

~~6E1~~ Evaluation of Confidential and Management Employees has as its primary purpose recognition of successes and commitment to improvement of job performance as it relates to the mission of the District. The evaluation process is designed to give constructive feedback to the employee about their job performance expectations and outcomes, defining both areas of strength and needed improvement. This process is viewed as continuous and shall include, to the extent possible and where appropriate, input by faculty, classified, staff, and peers.

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

~~The evaluation report 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.~~

~~6E2 A written evaluation report shall be completed annually the first two (2) years of employment and every two (2) years thereafter for each confidential and management employee. See Procedure 6E2(a-c) of this Manual for the Confidential and Management Evaluation Guidelines, Report of Confidential and Management Evaluation form, and the Confidential and Management Evaluation Survey instrument and Procedure 6E2(d) of this Manual for the suggested timeline for the evaluation process.~~

~~6E3 The supervisor shall provide the employee with a copy of the evaluation report and thereafter meet with the employee for discussion.~~

~~6E4 The employee's evaluation shall be compiled and written by the immediate supervisor(s) and requires the approval of the Chancellor and/or College President.~~

~~6E5 An annual evaluation for a new employee is to be completed for the first two (2) years and submitted to the Chancellor. Thereafter the evaluation will be completed every two (2) years and submitted to the Chancellor by March 1 of the evaluation year.~~

~~6E6 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.~~

#### ~~6E7 Definition of Performance~~

~~6E7A Satisfactory--The performance is identified as "satisfactory" if performance standards and expectations are met or exceeded during the evaluation period.~~

~~6E7B 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 (1) year. At the end of the designated timeline, a follow-up evaluation shall occur.~~

~~6E7C Unsatisfactory--If the immediate supervisor determines that the employee's job performance is unsatisfactory, the Chancellor or College President will recommend termination. (See Policy 6E9, Rights for Reconsideration.)~~

~~6E8 The 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 Chancellor.~~

#### ~~6E9 Rights for Reconsideration~~

~~6E9A Within ten (10) 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.~~

~~6E9B 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 (6) additional working days to respond in writing to the Chancellor or College President.~~

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**AP 7150 EVALUATION**

**Reference:**

WASC/ACCJC Accreditation Standard III.A.5

**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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**BP 7160 PROFESSIONAL DEVELOPMENT**

**Reference:**

WASC/ACCJC Accreditation Standard III.A.14

**NOTE:** This policy was developed to comply with the related accreditation standard. The District may insert its own policy language pertaining to professional development.

*It is the intent of the District to maximize professional development opportunities for its employees.*

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

**❖ From current KCCD Policy 6D titled Confidential and Management Professional Development**

~~6D1 At the discretion of the 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.~~

~~6D2 Confidential and management employees are eligible to enroll in a professional development program.~~

~~6D3 Confidential and management employees may file a professional development plan with the respective College President at Bakersfield, Cerro Coso or Porterville, or with the Chancellor at the District Office. See Procedure 6D3 of this Manual for the Classified Confidential/Management Employees Professional Development Program form.~~

~~6D3A Employees may enroll in the program after one (1) year of continuous service with the District.~~

~~6D3B 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 Chancellor for approval at least thirty (30) days before the training or course commences.~~

~~6D3C Upon completion of the requirements of the Professional Development Program, the employee shall be compensated with a one thousand, two hundred dollars (\$1,200) one-time payment for fifteen (15) semester units of work.~~

~~6D3D During the years of employment an employee may earn a maximum of four (4) one thousand, two hundred dollars (\$1,200) professional development awards.~~

~~6D3E To be eligible for compensation, the employee must complete fifteen (15) semester units of collegiate course work or seminars, workshops, or clinics granting a certificate of completion with unit value equated at eighteen (18) hours of instruction per unit.~~

~~6D3F 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.~~

~~6D3G The following specific conditions will apply:~~

~~6D3G1 Auditing of courses, credit for work experience, internships, or credit by examination shall not be permitted under this program.~~

~~6D3G2 A grade of "C" or better must be attained in graded courses taken for professional development.~~

~~6D3G3 Compensation for professional development shall be made within thirty (30) days following completion of eligibility requirements and submission of appropriate paper work.~~

~~6D3G4 Application for credit, securing transcripts, or other verification of course work will be the responsibility of the employee.~~

~~6D3G5 Professional development payment will be identified on and become a permanent part of the employee's record.~~

~~6D4 The District will waive all fees for employees for courses taken at any of the District's three (3) Colleges.~~

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**AP 7160 PROFESSIONAL DEVELOPMENT**

**References:**

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

**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 7230 CLASSIFIED EMPLOYEES**

**References:**

Education Code Sections 88003, 88004, 88009, and 88013

**NOTE:** This policy is legally required.

Classified employees are those who are employed in positions that are not academic positions. The employees and positions shall be known as the classified service.

The classified service does not include:

- Substitute and short-term employees who are employed and paid for less than 75 percent of the fiscal year.
- Part-time apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment.
- Full-time students employed part-time, and part-time students employed part-time in any college work-study program or in a work experience education program conducted by the District.

The Board of Trustees shall fix and prescribe the duties of the members of the classified service. (See BP 7110 titled Delegation of Authority, Human Resources)

Before a short-term employee is employed, the Board, at a regularly scheduled meeting, shall specify the service required to be performed and certify the ending date of the service. The Board may later act to shorten or extend the ending date, but shall not extend it beyond 75 percent of an academic year.

The District Chancellor shall establish procedures to assure that the requirements of state law and regulations regarding the classified service are met.

**NOTE:** Education Code Section 88013 requires the Board to establish a probationary period for classified employees “which shall not exceed one year.” It is legally advised that boards establish a one year probationary period, as described here.

The probationary period for classified employees shall be one year.

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**AP 7230 CLASSIFIED EMPLOYEES**

**References:**

Education Code Sections 88003, 88004, 88009, and 88013

**NOTE:** This procedure is **optional**. The classified staff of the District has been addressed by BP 7230 titled Classified Employees, and additional procedures are not legally mandated. However, local practice, if any, may be inserted. The contents of any such procedure will be subject to consultation with a classified senate or similar group.

The District employs persons in positions that are not academic positions. The Board of Trustees shall classify these employees into positions.

The employees and positions shall be known as the classified service. The Board of Trustees shall fix and prescribe the duties to be performed by all persons in the classified service and other nonacademic positions of the college.

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

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**AP 7231 SENIORITY**

**References:**

Education Code Sections 87743 et seq., 88017(b), 88117, and 88127

**NOTE:** This procedure is **optional**. Local practice may be inserted. Generally, use of seniority as a determining factor is mandated by law (e.g. as a factor during reductions in force) or has been established through collective bargaining.

Seniority calculation procedures and definitions are outlined in CBA between respective units and the District.

Also see the applicable collective bargaining agreement

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**AP 7232 CLASSIFICATION REVIEW**

**References:**

Education Code Sections 88001 and 88009

**NOTE:** This procedure is **legally advised**. Local practice may be inserted. The following reflects the **minimum requirements**:

Every position in the classified service in the District shall be assigned a classification.

These classifications will determine the salary levels that shall be applied to these positions.

Review of class specifications shall be undertaken pursuant to collective bargaining agreement to revise and update the duties and/or responsibilities of positions in the classified service.

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**AP 7233 CLAIMS FOR WORK OUT OF CLASSIFICATION**

**Reference:**

Education Code Section 88010

**NOTE:** This procedure is **legally required**. Local practice may be inserted, so long as it is accordance with the following, which reflects the requirements of statute. This procedure may also be covered in the collective bargaining contract and therefore would not be in these procedures.

Classified employees shall not be required to perform duties that are not fixed and prescribed for the position by the Board of Trustees unless the duties reasonably relate to those fixed for the position, for any period of time that exceeds five working days within a 15-calendar-day period except as authorized in these procedures.

An employee may be required to perform duties inconsistent with those assigned to the position for a period of more than five working days if his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in amounts that will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

Also see the applicable collective bargaining agreement

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**AP 7234 OVERTIME**

**References:**

Education Code Sections 88027, 88028, 88029, and 88030

**NOTE:** The language in red ink is **legally required**, but it may be part of the collective bargaining contract rather than in these procedures. Overtime pay is a mandatory subject of bargaining for employees represented by an exclusive representative. Districts have the option of negotiating for and establishing workweeks that differ from the traditional workweek. Procedures to implement such plans should be discussed with counsel.

Overtime is defined to include any time required to be worked in excess of eight hours in any one day and in excess of 40 hours in any calendar week. If the Board of Trustees establishes a workday of less than eight hours but seven hours or more and a workweek of less than 40 hours but 35 hours or more for all of its classified positions or for certain classes of classified positions, all time worked in excess of the established workday and workweek shall be deemed to be overtime.

The foregoing provisions do not apply to:

- classified positions for which a workday of fewer than seven hours and a workweek of fewer than 35 hours has been established.
- positions for which a workday of eight hours and a workweek of 40 hours has been established, but in which positions employees are temporarily assigned to work fewer than eight hours per day or 40 hours per week when such reduction in hours is necessary to avoid layoffs for lack of work or lack of funds and the consent of the majority of affected employees to such reduction in hours has been first obtained.

For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.

When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within 12 calendar months following the month

in which the overtime was worked and without impairing the services rendered by the District.

An employee having an average workday of less than four hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his/her workweek, be compensated for at a rate equal to 1 1/2 times the regular rate of pay of the employee designated and authorized to perform the work.

Persons serving in supervisory, administrative, or executive positions shall be excluded from these procedures regarding overtime.

Also see the applicable collective bargaining agreement

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**AP 7235 PROBATIONARY PERIOD: CLASSIFIED EMPLOYEES**

**Reference:**

Education Code Section 88013

**NOTE:** This procedure is **optional**. As noted in BP 7230 titled Classified Employees, the Policy & Procedure Service recommends that the Board establish a probationary period of one year as permitted by statute. Local practice in addition to Board policy, if any, may be inserted.

The Board of Trustees establishes a probationary period of one year as permitted by statute and collective bargaining agreement.

Also see the applicable collective bargaining agreement

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**AP 7236 SUBSTITUTE AND SHORT-TERM EMPLOYEES**

**Reference:**

Education Code Section 88003

**NOTE:** Since statute covers substitute and short term employees, it is **optional** to have a separate procedure. Local practice, if any, may be inserted. The following reflects the requirements of the statute. This procedure applies only to districts not incorporating the merit system.

"Substitute employee" means any person employed to replace any classified employee who is temporarily absent from duty. In addition, one or more substitute employees may be hired for not more than **[60 calendar days or the period that is in the collective bargaining agreement]** if the District is engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position.

"Short-term employee" means any person who is employed to perform a service for the District upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

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**AP 7237 LAYOFFS**

**References:**

Education Code Sections 87743, 88117, and 88127

**NOTE:** The minimum standards for reductions in force are stated in the Education Code, and it is not necessary to adopt additional procedures. Additional procedures, if any, may also be subject to collective bargaining, at least as to the effects of a decision to reduce staffing.

It is the responsibility of the Board of Trustees to provide the necessary staff for the furtherance of the educational programs and the operations of the District, but to do so in an efficient manner consistent with the responsibility of the Board to its constituency for the judicious allocation of its resources.

**Abolition of Positions**

The Board reserves the right, in accordance with statute and Education Code, to abolish any existing position in whole or in part, and to reduce the number of employees in such positions.

The District Chancellor or his/her designee shall recommend to the Board, for its deliberation, the abolishment of existing positions.

**Layoff**

Layoff procedures will be followed as outlined in the collective bargaining agreements and Education Code.

Also see the applicable collective bargaining agreement

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**BP 7240 CONFIDENTIAL EMPLOYEES**

**Reference:**

Government Code Section 3540.1(c)

**NOTE:** This policy is legally required.

Confidential employees are those who are required to develop or represent management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. The fact that an employee has access to confidential or sensitive information shall not in and of itself make the employee a confidential employee.

A determination whether a position is a confidential one shall be made by the Board of Trustees in accordance with applicable law and with the regulations of the California Public Employment Relations Board.

Confidential employees are not eligible for inclusion in a bargaining unit represented by an exclusive representative and the terms and conditions of their employment are not controlled by any collective bargaining agreement.

The terms and conditions of employment for confidential employees shall be provided for by procedures developed by the District Chancellor. Such terms and conditions of employment shall include, but not be limited to, procedures for evaluation and rules regarding leaves, transfers, and reassignments.

**NOTE:** The language in current KCCD Policy 6B2 (in **black ink** below) is unique to the District.

**❖ From current KCCD Policy 6B2 titled Selection of Confidential Employees**

**6B2A** The screening procedures for confidential employees shall be approved by the College President for College positions and the Chancellor for District Office positions.

~~6B2B~~ The selection of College confidential employees 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.

~~6B2C~~ The selection of District confidential employees shall be approved by the District Chancellor and the Board of Trustees.

Also see BP/AP 7120 titled Recruitment and Hiring

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**AP 7240 CONFIDENTIAL EMPLOYEES**

**Reference:**

Government Code Section 3540.1(c)

**NOTE:** These procedures are **optional**. Local practice may be inserted. The following is illustrative only.

Confidential employees shall receive the same salary and health benefits as non-confidential employees who work under the same job titles or, in the case of classified employees, who work in the same classifications.

The terms and conditions of employment for confidential employees shall be provided for as necessary by additional procedures developed by the Vice Chancellor Human Resources.

Insert local practice for additional procedures, which should, at a minimum, address procedures for evaluation and rules regarding leaves, transfers and reassignments and/or the relationship between collectively bargained contracts for other employees and confidential employees, if any.

Also see BP/AP 7120 titled Recruitment and Hiring

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**BP 7250 EDUCATIONAL ADMINISTRATORS**

**References:**

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

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

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)*

**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 students 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)

**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*

**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.

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*Also see BP/AP 7120 titled Recruitment and Hiring*

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**BP 7310 NEPOTISM**

**References:**

*Government Code Sections 1090 et seq. and 12940 et seq.*

**NOTE:** *The language in current KCCD Policy 7M parallels the language recommended by the Policy & Procedure Service.*

**❖ From current KCCD Policy 7M titled Nepotism**

**7M1** The District does not prohibit the employment of relatives (or domestic partners as defined by District Collective Bargaining Agreement or Family Code Sections s 297 et seq.) in the same department or division, with the exception that they shall not be assigned to a regular position within the same department, division, or site that has an immediate family member who is in a position to recommend or influence employee decisions.

**7M2** Employee decisions include appointment, retention, evaluation, tenure, work assignment, promotion, demotion, or salary of the relative (or domestic partner as defined by District Collective Bargaining Agreement or Family Code Sections s 297 et seq.).

**7M3** Immediate family means spouse, domestic partner, parents, grandparents, siblings, children, grandchildren and in-laws or any other relative living in the employee's home.

**7M4** The District will make reasonable efforts to assign job duties to minimize the potential for creating an adverse impact on supervision, safety, security, or morale, or creating other potential conflicts of interest.

**7M5** Notwithstanding the above, the District retains the right where such placement has the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest, to refuse to place immediate family members in the same department, division, or facility. The District retains the right to reassign or transfer any person to eliminate the potential to create an adverse impact on supervision, safety, security, or morale, or involve other potential conflicts of interest.

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**AP 7310 NEPOTISM**

**References:**

Government Code Sections 1090 et seq. and 12940 et seq.

**NOTE:** A procedure is **legally advised**. Local practice may be inserted in accordance with the policy adopted by the Board (see BP 7310 titled Nepotism for advisory language).

The District will allow flexibility in the application of its nepotism policy when relatives (or domestic partners as defined by Family Code Sections 297 et seq.) would be in the same department.

If two persons in the same department should marry or enter into a domestic partner relationship while both are employed by the District, they may continue their employment in the same department provided they not work in any position that would require one to be in a decision-making role relative to the other.

In those instances where developments would result in a relative/partner having recommending or decision-making responsibilities over another relative/partner, the appropriate Vice Chancellor in consultation with District Chancellor will intercede to ensure that there is no conflict of interest. Actions may include reassignment to another department.

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**BP 7330 COMMUNICABLE DISEASE**

**References:**

Education Code Sections 87408, 87408.6, and 88021

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

All newly hired academic employees shall have on file a medical certificate indicating freedom from communicable diseases, including tuberculosis. No academic employee shall commence service until such medical certificate has been provided to the District.

All newly hired academic or classified employees must show that they have been examined within the past 60 days to determine that they are free from active tuberculosis by providing the District with a certificate from the employee's examining physician showing that the employee was examined and found to be free from active tuberculosis.

All employees shall be required to undergo an examination within four years of employment and every four years thereafter, to determine if they are free from tuberculosis.

**NOTE:** The language in current KCCD Policy 71 is shown as struck (below) as these details may be more appropriately codified in new AP 7330 titled Communicable Disease.

**❖ From current KCCD Policy 71 titled Employees with Chronic Communicable Diseases or Infectious Conditions**

**~~Employees with Chronic Communicable Diseases or Infectious Conditions~~**

~~711 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.~~

~~712 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.~~

~~713 Individual cases will not be prejudged; rather, decisions will be made based upon the facts of the particular case.~~

~~714 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.~~

~~715 Employees with chronic communicable disease or infectious condition shall remain subject to Board of Trustees policies, including the applicable current collective bargaining agreement.~~

~~716 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 5210 Communicable Disease, BP/AP 7335 titled Health Examinations, and AP 7336 titled Certification of Freedom from Tuberculosis.~~

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**AP 7330 COMMUNICABLE DISEASE**

**References:**

Education Code Sections 87408, 87408.6, and 88021

**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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**BP 7335 HEALTH EXAMINATIONS**

**References:**

Government Code Section 12940;

42 U.S. Code Section 12112;

29 Code of Federal Regulations, Part 1630

**NOTE:** The language in red ink is **legally advised** for those districts that administer pre-employment medical exams.

The District Chancellor shall establish administrative procedures related to medical examinations of candidates for appropriate positions prior to assuming the duties of the position. Such pre-employment medical examinations may only be required after a conditional job offer has been made, and shall be required of any candidate for a position for which a pre-employment medical examination has been deemed appropriate. No candidate shall be required to participate in such an examination solely on the basis of the candidate's age or disability.

The procedures may require any employee to undergo a physical or mental examination where such a fitness for duty exam is job related and consistent with business necessity. Such medical examinations shall be at the District's expense and shall be conducted by a physician chosen by the District.

**NOTE:** The language in current KCCD Policy 7G is shown as struck (below) as these details may be more appropriately codified in new AP 7335 titled Health Examinations.

**❖ From current KCCD Policy 7G titled Wellness of Employees**

~~7G1 The Kern Community College 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.~~

~~7G2 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 in the following areas 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. See Procedure 7G2 of this Manual for the listing of Position Classifications for Mandatory Physical Examinations.

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

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**AP 7335 HEALTH EXAMINATIONS**

**References:**

*Government Code Section 12940:*

*42 U.S. Code Section 12112:*

*29 Code of Federal Regulations Part 1630*

**NOTE:** This procedure is **optional**. Statute requires districts to certify that employees are free from any communicable disease that makes the applicant unfit to instruct or associate with students (see BP/AP 7330 titled Communicable Disease and AP 7336 titled Certification of Freedom from Tuberculosis). Procedures that require further health examinations in accordance with BP 7335 titled Health Examinations, if any, should be included here.

**NOTE:** The language below is from current KCCD Policy 7G may be more appropriately codified this new AP 7335 titled Health Examinations.

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 **in the following areas** 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 Craftworker~~

## **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, 2004~~

~~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 7336 CERTIFICATION OF FREEDOM FROM TUBERCULOSIS**

**Reference:**

Education Code Section 87408.6

**NOTE:** The language in red ink is **legally required**. Local practice may be inserted. The following is excerpted from statute.

**\*\*Note – per SB1038 (attached) Education Code Section 87408.6 statute will be changing. Current legislation was passed in the Senate on 6/14/16.**

Except as provided herein, no person shall be initially employed by the District in an academic or classified position unless the person has submitted to an examination within the past 60 days to determine that he/she is free of active tuberculosis, by a physician and surgeon licensed under the California Business and Professions Code. This examination shall consist of an X-ray of the lungs, or an approved intra-dermal tuberculin test, that, if positive, shall be followed by an X-ray of the lungs. This examination is a condition of initial employment and the expense shall be borne by the applicant.

The X-ray film may be taken by a competent and qualified X-ray technician if the X-ray film is subsequently interpreted by a physician and surgeon licensed under the Business and Professions Code.

The **[designate position]** may exempt, for a period not to exceed 60 days following termination of the pregnancy, a pregnant employee from the requirement that a positive intra-dermal tuberculin test be followed by an X-ray of the lungs.

Thereafter, employees who are skin test negative are required to undergo the foregoing examination at least once each **[time period per board policy]** upon recommendation of the local health officer for so long as the employee remains skin test negative. Once an employee has a documented positive skin test that has been followed by an X-ray, the foregoing examinations shall no longer be required and referral shall be made within 30 days of completion of the examination to the local health officer to determine the need for follow up care.

After the examination, each employee shall cause to be on file with the District a certificate from the examining physician and surgeon showing the employee was examined and found free from active tuberculosis.

This procedure shall not apply to any employee of the District who files an affidavit stating that he or she adheres to the faith or teachings of any well-recognized religious sect, denomination, or organization and in accordance with its creed, tenets, or principles depends for healing upon prayer in the practice of religion and that to the best of his/her knowledge and belief he/she is free from active tuberculosis. If at any time there should be probable cause to believe that the applicant is afflicted with active tuberculosis, he/she may be excluded from service until the [designate position] is satisfied that he/she is not so afflicted.

A person who transfers his/her employment from another school or community college District shall be deemed to meet the requirements of this procedure if the person can produce a certificate that shows that he/she was examined within the past four years and was found to be free of communicable tuberculosis, or if it is verified by the college previously employing him/her that it has a certificate on file that contains that showing.

A person who transfers his/her employment from a private or parochial elementary school, secondary school, or nursery school to the District shall be deemed to meet the requirements of this procedure if the person can produce a certificate as provided for in Health and Safety Code Section 121525 that shows that he/she was examined within the past four years and was found to be free of communicable tuberculosis, or if it is verified by the school previously employing him/her that it has the certificate on file.

Also see BP/AP 7330 titled Communicable Disease and BP/AP 7335 titled Health Examinations

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**AP 7337 FINGERPRINTING**

**References:**

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

**NOTE:** This procedure is **legally required** for classified employees and optional for academic employees. Local practice may be inserted. It is legally advised to make fingerprinting mandatory as to all employees.

Where Live Scan is not available regionally, Districts should continue to use the language of Education Code Sections 87013 and 88024. Districts should note that Live Scan is the Department of Justice's preferred method for the submission of fingerprints.

The following is excerpted from statute. **This format is not legally required.** It is provided for the convenience of Districts that want to use it.

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

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**BP 7340 LEAVES**

**References:**

Education Code Sections 87763 et seq. and 88190 et seq. and cites below;  
Labor Code Sections 245 et seq.

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

The District Chancellor shall establish procedures for employee leaves as authorized by law and by any collective bargaining agreements entered into by the District. Such leaves shall include, but are not limited to:

- illness or injury leaves for all classes of permanent employees (Education Code Sections 87781 and 88192);
- paid sick leave (Labor Code Section 246);
- vacation leave for members of the classified service, administrators, supervisors, and managers;
- leave for service as an elected official of a community college district public employee organization, or of any statewide or national employee organization with which the local organization is affiliated or leave for a reasonable number of unelected classified employees for the purpose of enabling an employee to attend important organizational activities authorized by the public employee organization (Education Code Sections 87768.5 and 88210);
- leave of absence to serve as an elected member of the legislature (Education Code Section 87701);
- pregnancy leave (Education Code Sections 87766 and 88193; Government Code Section 12945);
- leave to bond with a new child (Education Code Sections 87784.5 and 88207.5);
- use of illness leave for personal necessity (Education Code Sections 87784 and 88207);
- industrial accident and illness leave (Education Code Sections 87787 and 88192);
- bereavement leave (Education Code Sections 87788 and 88194);
- jury service or appearance as a witness in court (Education Code Sections 87036 and 87037);
- military service (Education Code Section 87700); and

- sabbatical leaves for permanent faculty; academic employees, administrators and managers.

Vacation leave for members of the classified service, educational administrators, and classified supervisors and managers shall not accumulate beyond [ # ] days of paid leave or [ # ] hours of paid leave. Employees shall be permitted to take vacation in a timely manner to avoid accumulation of excess vacation.

In addition to these policies and collective bargaining agreements, the Board retains the power to grant leaves with or without pay for other purposes or for other periods of time.

**NOTE:** The language in current KCCD Policy 6F is shown as struck (below) 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.

#### ❖ From current KCCD Policy 6F titled Absences and Leaves

##### ~~6F1 General Absences Policies (Revised February 3, 2005)~~

~~6F1A Records of all employee absences are to be maintained by the District Payroll Office. (See Procedure 6F1A of this Manual for the Confidential/Management Absence Report form.)~~

~~6F1B 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.~~

~~6F1C 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.~~

~~6F1D Employees shall file a signed statement for each absence from duty.~~

##### ~~6F2 Leave of Absence (Revised February 3, 2005)~~

###### ~~6F2A Illness, Injury, or Quarantine (Sick Leave)~~

~~6F2A1 Sick leave shall be granted when an employee is kept from the performance of duties by sickness, injury, or quarantine.~~

~~6F2A2 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 (1st) 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.~~

~~6F2A3 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. 6F2A3 Unused sick leave shall be accumulated.~~

#### ~~6F2A4 **Catastrophic Leave** (Revised November 16, 2004)~~

~~6F2A4A 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 87786). (See Procedure 6F2A4A of this Manual for the Confidential and Management Catastrophic Illness Donation Request form.)~~

~~6F2A4B 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 (60) working days differential leave allowed by Education Code 87786. (See Procedure 6F2A4B of this Manual for the Confidential/Management Consent to Donate Sick Leave for Catastrophic Illness form.)~~

~~6F2A4C A confidential or management staff member may receive up to forty (40) days of donated sick leave per illness/injury.~~

~~6F2A4D 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 forty (40) days after contributing.~~

~~6F2A5 The District may require that any absence as a result of illness, injury or quarantine which exceeds three (3) days duration be verified by a written statement by a licensed physician indicating the reason for and length of disability.~~

~~6F2A6 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 (½) pay for the work days he/she is absent beyond the sick leave period to a maximum of one hundred (60) working days. However, vacation and sick leave may not be accrued during this period. [See Procedure 6F2A5 of this Manual for process on counting the one hundred (60) days at~~

differential pay.] However, vacation and sick leave may not be accrued during this period.

#### ~~6F2B Personal Necessity Leave (Revised February 3, 2005)~~

~~6F2B1 Earned sick leave to a maximum of seven (7) days each fiscal year may be used by the employee in cases of personal necessity.~~

~~6F2B2 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 in Policies 6F2B2A and 6F2B2B.~~

~~6F2B2A Appearance in any court or before any administrative tribunal as a litigant or party that does not involve payment to the employee for services.~~

~~6F2B2B 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, pursuant to Policy 6F2B2CA, the employee, upon return to work or within three (3) days, shall report the nature of the absence. If the absence does not meet the provisions of Policies 6F2B2A or 6F2B2B, the employee may have a deduction in pay.~~

~~6F2B3 The employee shall not be required to have advanced permission for personal necessity leave for the following reasons:~~

~~6F2B3A 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 in Policy 6F2C in this Board Policy Manual.~~

~~6F2B3B Accident involving the person or property of the employee or the person or property of a member of the immediate family.~~

#### ~~6F2C Bereavement Leave (Revised February 3, 2005)~~

~~6F2C1 Each employee may be granted five (5) 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.~~

~~6F2C2 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.~~

## **6F2D Emergency Leave**

~~6F2D1 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.~~

~~6F2D2 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 (6) days per fiscal year. Additional time for reasons of travel may be allowed upon the recommendation of the Chancellor or College President.~~

## **6F2E Job Related Accident or Illness (Revised February 3, 2005)**

~~6F2E1 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.~~

~~6F2E2 A maximum of sixty (60) working days of leave is available for the same accident or illness.~~

~~6F2E3 The industrial accident or illness leave shall not be accumulated from year to year.~~

~~6F2E4 Industrial accident or illness leave shall commence on the first (1st) day of absence.~~

~~6F2E5 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.~~

~~6F2E6 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.~~

~~6F2E7 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.~~

~~6F2E8 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.~~

~~6F2E9 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.~~

~~6F2E10 Industrial accident or illness leave shall not be considered to be a break in service of the employee.~~

~~6F2E11 The District shall provide employees with a physician pre-designation form during orientation.~~

#### **6F2F ~~Pregnancy Disability Leave~~ (Revised February 3, 2005)**

~~6F2F1 Each female employee shall be entitled to a maximum of four (4) 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.~~

~~6F2F2 The period of disability, including the date upon which the leave shall begin, shall be determined by the employee and her physician.~~

~~6F2F3 A written statement from the employee's physician as to the beginning date of such disability shall be filed with the 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.~~

~~6F2F4 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.~~

~~6F2F5 Eligible employees may also be entitled to an additional unpaid leave up to twelve (12) workweeks under the California Family Rights Act (CFRA) [not to exceed seven (7) months combined PDL and CFRA] to care for her newborn.~~

~~6F2F6 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.~~

#### **6F2G ~~Child Rearing Leave~~ (Revised February 3, 2005)**

~~6F2G1 At the request of the employee, an unpaid child rearing leave shall be granted to a maximum of twelve (12) months upon approval of the College President, the Chancellor and the Board of Trustees.~~

~~6F2G2 If mutually agreed by the employee and the College President, with approval of the Chancellor, an additional twelve (12) months for an overall total of twenty-four (24) months may be granted by the Board of Trustees.~~

~~6F2G3 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.~~

### ~~6F2H Child Adoption Leave~~

~~6F2H1 The child adoption leave shall be granted to the employees and shall be without pay. The College President or Chancellor shall be notified of such request in sufficient time to make proper substitute arrangements if needed.~~

~~6F2H2 The child adoption leave may begin on the date the employee takes custody of the child or any time within one (1) week prior.~~

~~6F2H3 The leave shall terminate sixty (60) days after the employee has taken custody of the child. The employee may request an extension to the sixty-day (60-day) limit in cases of unusual circumstances as verified in writing by a social worker, pediatrician, or other appropriate professional.~~

### ~~6F2I Family Care Leave (Revised February 3, 2005)~~

~~6F2I1 All employees who have completed one (1) year of continuous service for the District shall be entitled to a maximum of six (6) months of unpaid family care leave in a twenty-four (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.~~

~~6F2I2 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.~~

~~6F2I3 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.~~

~~6F2I4 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.~~

~~6F2I5 The following time constraints shall apply to Family Care Leave.~~

~~6F2I5A Except for special circumstances approved by the Board of Trustees, the leave must be taken in a consecutive time block rather than intermittent.~~

~~6F2I6 The Family Care Leave does not constitute a break in service for seniority or longevity.~~

~~6F2I7 During the time of leave, the District will continue to provide health and welfare benefits at the same contribution rate as an active employee. (Revised August 5, 1999)~~

~~6F2I8 The District is entitled to recover the cost of health and welfare benefits if the employee does not return from leave.~~

~~6F2I9 Sick leave and vacation shall be earned during any period of Family Care Leave when in a paid status.~~

#### ~~6F2J **Military Leave** (Revised February 3, 2005)~~

~~6F2J1 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 Governing Board for such employees in cases where it would be to the advantage of both the District and the employee to grant such a leave.~~

~~6F2J2 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.~~

#### ~~6F2K **Short-Term Leave**~~

~~6F2K1 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.~~

~~6F2K2 Permission to attend such functions or conferences may be granted on written request submitted to the Chancellor well in advance of the event. The Chancellor may refer the matter to the Board of Trustees for a decision.~~

~~6F2K3 If the Chancellor approves the request, the use of a school car for transportation to conferences and/or reimbursement for other pertinent expenses may be granted.~~

~~6F2K4 If an employee is authorized to attend a conference or related meeting, no salary deduction will be made.~~

~~6F2K5 If an employee is requested to attend a conference by the Chancellor, President, or Board of Trustees, all pertinent expenses will be paid.~~

#### **6F2L Long-Term Leave Without Pay (Revised February 3, 2005)**

~~6F2L1 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 (4) consecutive years immediately preceding the beginning of the leave period. Any subsequent leaves following the first (1st) leave shall require four (4) additional years of service.~~

~~6F2L2 Exceptions to the four-year (4-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.~~

~~6F2L3 Applications for leave must be filed with the Chancellor at least sixty (60) days prior to the beginning of the leave period. The maximum length of the leave is one (1) year provided the employee on leave gives sixty (60) days notification of return and provided a satisfactory substitute is available. The leave shall be approved by the Chancellor and the Board of Trustees.~~

~~6F2L4 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.~~

#### **6F2M Educational Leave (Revised February 3, 2005)**

~~6F2M1 Confidential/Management employees may apply for an educational leave for a maximum of two (2) months at full compensation, six (6) months at ninety percent (90%) compensation and if the leave exceeds six (6) months compensation will be sixty percent (60%).~~

~~6F2M2 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 Chancellor or the College President and Board of Trustees. (College leaves must also be approved by the 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.~~

~~6F2M3 Significant departures from original educational leave proposals must be filed in advance in writing with and approved by the Chancellor.~~

~~6F2M4 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 (4) consecutive years for one to six (1-6) months of leave and not less than seven (7) consecutive years of service for seven to twelve (7-12) months of leave. Subsequent leaves following the first (1st) leave shall be based on four (4) or seven (7) additional years of service of full-time confidential/management duty.~~

~~6F2M5 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.~~

~~6F2M6 Educational leaves shall be limited to no more than one (1) confidential or management employee from each campus and one (1) from the District Office at any given time. Exceptions to this may be made with the recommendation of the Chancellor or College President and, if applicable, approval of the Chancellor.~~

~~6F2M7 Failure to complete an approved educational leave proposal will result in an appropriate reduction in educational leave compensation.~~

~~6F2M8 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.~~

~~6F2M9 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.~~

~~6F2M10 Each applicant who has been granted leave shall file the appropriate written report with the Chancellor within ninety (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.~~

~~6F2M11 The governing board of the District 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 as struck (below) 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.**

**❖ From current KCCD Policy 6G3 titled Vacation and Holidays**

**Vacation and Holidays for Confidential and Management Employees**

~~6G3A Confidential and management employees adhere to the classified employee's holiday schedule that is adopted by the Board of Trustees each year. (Also see AP 7342 titled Holidays)~~

~~6G3B Management and confidential will earn two (2) days vacation per month.~~

~~6G3B1 A maximum of forty-eight (48) days may be accumulated.~~

~~6G3B2 Vacation must be scheduled at a time convenient to the employee and to the operation of the College or District.~~

~~6G3B3 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 (6) months of employment.~~

~~6G3B4 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.~~

*Also see AP 7340 titled Leaves, AP 7341 titled Sabbaticals, AP 7342 titled Holidays, AP 7344 titled Industrial Accident and Illness Leave, AP 7344 titled Notifying the District of Illness, BP/AP 7345 titled Catastrophic Leave Program, AP 7346 titled Employees Called to Military Duty, and AP 7347 titled Paid Family Leave.*

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**Kern Community College District**  
**Administrative Procedure**  
Chapter 7 – Human Resources

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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.

**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.

**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 7342 HOLIDAYS**

**Reference:**

Education Code Section 79020

**NOTE:** This procedure is **optional**. A similar procedure is provided at BP/AP 4010 titled Academic Calendar. Work year is a mandatory subject of bargaining for those employees represented by an exclusive representative. Procedures as to other employees are at District discretion.

Official District holidays will be established upon approval by the Board of Trustees. Designated holidays are determined through the annual state and federally approved holidays and in conjunction with the District's academic calendar process and subject to the applicable collective bargaining agreement or employee handbook.

Also see the collective bargaining agreements for applicable employee groups

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**AP 7343 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

**References:**

Education Code Sections 87787 and 88192

**NOTE:** This procedure is **legally required**. Local practice may be inserted. Leave procedures are a mandatory subject of bargaining for employees that are represented by an exclusive representative. The following are minimum requirements excerpted from statute.

**Academic Employees**

Academic employees shall be entitled to not less than 60 days leave on account of an industrial accident or illness in any one fiscal year for the same accident.

Allowable leave shall not be accumulated from year to year.

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

When an academic employee is absent from his/her duties on account of an industrial accident or illness, the employee shall be paid the portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under the Labor Code, will result in a payment to the employee of not more than his/her full salary. "Full salary," shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is used in Labor Code Section 4453. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Labor Code Section 4453 shall otherwise not be deemed applicable.

Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

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

Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Code Sections 87780, 87781 and 87786, and, for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. However, if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his or her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to the employee of not more than his/her full salary.

During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by the salary warrants.

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

### **Classified Employees**

Classified employees shall be entitled to not less than 60 days leave on account of an industrial accident or illness, in any one fiscal year for the same accident.

Allowable leave shall not be accumulative from year to year.

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

Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.

Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under Education Code Section 88191. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used; but if an employee is receiving workers' compensation, the person shall be entitled to

use only so much of the person's accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

During all paid leaves of absence, whether industrial accident leave as provided in this procedure, sick leave, vacation, compensated time off or other available leave provided by law or the action of the District, the employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contributions. Reduction of entitlement to leave shall be made only in accordance with this procedure.

When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the person's position, the person, if not placed in another position, shall be placed on a reemployment list for a period of 39 months. When available, during the 39 month period, the person shall be employed in a vacant position in the class of the person's previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

The Chancellor may require that an employee serve, or have served continuously, [specify time limit, not more than three years] before the benefits provided by this section are made available to the person. All service of an employee prior to the effective date of any such requirement shall be credited in determining compliance with the requirement.

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 immediate management supervisor authorizes travel outside the state.

An employee who has been placed on a reemployment list, as provided above, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.

Also see the collective bargaining agreements for applicable employee groups

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**AP 7344 NOTIFYING THE DISTRICT OF ILLNESS**

References:

No specific references

**NOTE:** While there is no law or regulation requiring this procedure, it is **legally advised** to establish written procedures requiring employees to notify the District when ill, either here or through collective bargaining. Local practice may be inserted.

If it is not possible for an employee to report for work, the employee shall notify his/her supervisor or the designated alternate as soon as possible, but not later than 30 minutes after the reporting time. All employees absent because of illness shall inform their supervisor in a timely manner as to when they expect to return to work.

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**BP 7345 CATASTROPHIC LEAVE PROGRAM**

**Reference:**

Education Code Section 87045

**NOTE:** The Board has discretion whether to implement a Catastrophic Leave Program under Education Code Section 87045. A Catastrophic Leave Program may be the subject of negotiations between a district and a union representing a unit of employees. The following language satisfies the requirements of Education Code Section 87045 if the District wishes to implement a program for un-represented employees.

The Board of Trustees authorizes implementation of 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.

The District Chancellor shall establish administrative procedures to administer the program that comply with the requirements established by the Education Code. The administrative procedures shall assure that the program is administered in a nondiscriminatory way.

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**AP 7345 CATASTROPHIC LEAVE PROGRAM**

**Reference:**

Education Code Section 87045

**NOTE:** This procedure is **optional** depending on whether or not the Board of Trustees has adopted a policy allowing for catastrophic leave. Local practice may be inserted. Catastrophic leave procedures are a mandatory subject of bargaining for employees that are represented by an exclusive representative. Procedures for other employees are at District discretion. The following are minimum requirements excerpted from statute.

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 7346 EMPLOYEES CALLED TO MILITARY DUTY**

**References:**

Education Code Sections 87018, 87700, 87832 and 88116;  
Military and Veteran’s Code Sections 389 et seq;  
38 U.S. Code Sections 4301 et seq.

**NOTE:** This procedure is **legally advised**. Some aspects of it may be subject to collective bargaining. The following illustrative example incorporates the minimum requirements of applicable law.

The following applies to any District employee, academic or classified, who enters the active military service of the United States of America or of the State of California, including active service in any uniformed auxiliary of any branch of the military service, during any period of national emergency declared by the President of the United States or during any war in which the United States of America is engaged.

**Leave**

Upon presentation of a copy of orders for active duty in the Armed Forces, the National Guard, or the Naval Militia, the District shall grant a military leave of absence for the period of active duty specified in the orders, but not to exceed five years for a permanent, probationary, or exempt employee, or for the remainder of a limited-term employee’s appointment or a temporary employee’s appointment.

**Salary**

Any District employee called to active duty who has been in the service of the District for at least one year will continue to receive his or her salary for the first 30 calendar days of ordered military service. Employees who are members of the National Guard will continue to receive salary for the first 30 calendar days of active service regardless of length of service with the District.

In addition, the District may provide for not more than 180 calendar days as part of the employee’s compensation all of the following:

- The difference between the amount of his/her military pay and allowances and the amount the employee would have received as an employee, including any

merit raises that would otherwise have been granted during the time the individual was on active military duty.

- All benefits that he/she would have received had he/she not been called to active military duty unless the benefits are prohibited or limited by vendor contracts.
- Employees returning from military leave shall have their salary adjusted to reflect salary increases that are not based on merit.

### **Health Benefits**

An employee on military leave for less than 31 days shall continue to receive health insurance benefits.

Employees on leave for longer than 30 days may elect to continue health care coverage for themselves and their eligible dependents for a maximum period of 18 months.

Returning veteran employees whose coverage was terminated because of military leave will not be subject to any exclusion or waiting period prior to reinstatement of health coverage.

### **Vacation and Sick Leave**

Employees on military leave accrue any benefits the District provides to other employees, e.g. if employees on other approved leaves are permitted to accrue vacation or sick leave, employees on military leave will do so as well.

Employees on military leave shall accrue any benefits afforded by any collective bargaining agreement negotiated during their absence.

Any employee on temporary military leave for training who has worked for the District for at least one year shall continue to accrue vacation, sick leave, and holiday privileges up to a maximum period of 180 days.

### **Reinstatement**

An employee on active duty military leave shall be entitled to return to the position held by him/her at the time of his/her entrance into the service within six months after the employee honorably leaves the service or is placed on inactive duty.

In the case of a contract academic employee, absence on military leave shall not count as part of the service required for the acquisition of tenure, but the absence shall not be construed as a break in the continuity of service. If the employee was employed by the district for more than one year, but had not yet become a regular academic employee of the district, he/she is entitled to return to the position for the period of time his/her contract of employment had to run at the time he or she entered military service.

In the case of an academic employee, absence on military leave shall not be construed as a break in the continuity of service.

*In the case of a classified employee, absence on military leave shall not be construed as a break in the continuity of service.*

*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

**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

**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

**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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**BP 7360 DISCIPLINE AND DISMISSAL, ACADEMIC EMPLOYEES**

**References:**

Education Code Sections 87669 and 87732

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

A contract or regular employee may be dismissed or penalized for one or more of the grounds set forth in Education Code Section 87732. If the employee is to be penalized, the Board of Trustees shall determine the nature of the penalties. If the Board decides to dismiss or penalize a contract or regular employee, it shall assure that each of the following has been satisfied:

- The employee has been evaluated in accordance with standards and procedures established in accordance with the provisions of Education Code Sections 87660 et seq., and any administrative procedure for evaluation contained in a collective bargaining agreement;
- The Board has received all statements of evaluation which considers the events for which dismissal **[or penalties]** may be imposed;
- The Board has received a recommendation from the District Chancellor; and
- The Board has considered the statements of evaluation and the recommendations in a lawful meeting.

If the Board decides it intends to dismiss **[or penalize]** a contract or regular employee, it shall take the actions required by the Education Code, and the District Chancellor or designee shall thereafter assure that the employee is afforded the full post-termination due process required by the Education Code Sections 87666-87681 and 87740.

The District Chancellor shall establish procedures that define the conditions and processes for dismissal, discipline, and due process and ensure they are available to employees

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**AP 7360 DISCIPLINE AND DISMISSAL, ACADEMIC EMPLOYEES**

**References:**

Education Code Sections 87669 and 87732

**NOTE:** This procedure is **suggested as good practice/optional**. The Education Code is very prescriptive regarding discipline of academic employees, and additional local procedures are usually not necessary unless they evolve as part of collective bargaining. Local practice may be inserted. The following is excerpted from statute. **Note:** the provision permitting a District to discipline an academic employee for membership in the Communist Party is unlikely to survive a constitutional challenge.

**Causes for Discipline**

A regular employee or academic employee may be dismissed or penalized for one or more of the following causes:

- Immoral or unprofessional conduct.
- Dishonesty.
- Unsatisfactory performance.
- Evident unfitness for service.
- Physical or mental condition that makes him/her unfit to instruct or associate with students.
- Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the Board of Governors or by the Board of Trustees of the District
- Conviction of a felony or of any crime involving moral turpitude.
- Conduct specified in Government Code Section 1028. (i.e., knowing membership in the Communist Party or of any organization which advocates the overthrow of the government of the United States by force or violence.)

**NOTE:** Districts have the option to notify or not notify employees regarding background checks conducted as disciplinary or harassment investigations. The following procedural language 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:

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

### **Notice and Appeal**

The District shall not act upon any charges of unprofessional conduct or unsatisfactory performance unless during the preceding term or half college year prior to the date of the filing of the charge, and at least 90 days prior to the date of the filing, the employee against whom the charge is filed has been given written notice of the unprofessional conduct or unsatisfactory performance, specifying the nature of the conduct with specific instances of behavior and with particularity to permit the employee an opportunity to correct his/her faults and overcome the grounds for the charge. The written notice shall include the most recent evaluation of the employee.

If the Board of Trustees decides it intends to dismiss or penalize a contract or regular employee, a written statement, signed and verified, shall be delivered to the employee setting forth the complete and precise decision of the Board and the reasons for the decision.

The written statement shall be delivered by serving it personally on the employee or by mailing it by United States registered mail to the employee at his/her address last known to the District.

If the employee objects to the decision on any ground, the employee shall give written notice of the objection to the Board of Trustees and the District Chancellor of his/her objection within 30 days of the date of the service of the notice.

Within 30 days of receipt of the employee's demand for a hearing, the employee and the Vice Chancellor of Human Resources shall attempt to agree upon an arbitrator to hear the matter. When there is agreement as to the arbitrator, the Vice Chancellor of Human Resources shall enter into the records of the Board of Trustees written confirmation of the agreement signed by the employee and an authorized representative of the District. Upon entry of such confirmation, the arbitrator shall assume complete and sole jurisdiction over the matter.

If within 30 days of the receipt of the employee's demand for hearing, no written agreement has been reached between the employee and the District regarding appointment of an arbitrator, the District will certify the matter to the California State Office of Administrative Hearings and request the appointment of an administrative law judge.

Upon appointment, the arbitrator or the Administrative Law Judge shall conduct the proceedings in accordance with the California Administrative Procedures Act, except that the right of discovery shall not be limited to those matters set forth in Government Code Section 11507.6 but shall include the rights and duties of any party in a civil action brought in a superior court. In all cases, discovery shall be completed prior to one week before the date set for hearing.

The arbitrator or Administrative Law Judge shall determine whether there is cause to dismiss or penalize the employee. If the arbitrator finds cause, the arbitrator shall determine whether the employee shall be dismissed, the precise penalty to be imposed, and whether the decision should be imposed immediately or be postponed.

No witness shall be permitted to testify at the hearing except upon oath or affirmation. No testimony shall be given or evidence introduced relating to matters that occurred more than four years prior to the date of the filing of the notice. Evidence of records regularly kept by the District concerning the employee may be introduced, but no decision relating to the dismissal or suspension of any employee shall be made based on charges or evidence of any nature relating to matters occurring more than four years prior to the filing of the notice.

The decision of the arbitrator or Administrative Law Judge will be made in writing and provided to all parties.

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

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

**References:**

Education Code Section 88013;  
Government Code Sections 3300 et seq.

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

The District Chancellor shall enact procedures for the disciplinary proceedings applicable to permanent classified, classified confidential and management employees of the District. Such procedures shall conform to the requirements of the Education Code.

The Board's determination of the sufficiency of the cause for disciplinary action of a classified, classified confidential and management employee shall be conclusive.

No disciplinary action shall be taken for any cause that arose prior to the employee becoming permanent, or for any cause that arose more than two years preceding the date of the filing of any charge against the employee, unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

A permanent member of the classified, 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:

**NOTE:** Education Code Section 88013 requires the Board to adopt written rules governing management of classified, **classified confidential and management** service. The following is recommended language to set forth the causes for which discipline will be imposed. These causes are recommended. However, the District may also insert its own current causes for discipline here.

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 in the position.
4. Willful disobedience and insubordination, a willful failure to submit to duly appointed and acting supervision, conform to duly established orders or directions of, or insulting or demeaning the authority of a supervisor or manager.
5. Dishonesty involving employment.
6. Being impaired by or under the influence of alcohol or illegal drugs or narcotics while on duty, which could impact the ability to do the job.
7. Excessive absenteeism.
8. Unexcused absence without leave.
9. Abuse 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. 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 which 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. Mental or physical impairment which renders the employee unable to perform the essential functions of the job without reasonable accommodation or without presenting a direct threat to the health and safety of self or others.
17. 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 or her official duties.
18. 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.
19. Willful violation of policies, procedures and other rules which may be prescribed by the District, college(s), or departments.
20. Working overtime without authorization.

❖ **From current KCCD Policy 7B2 titled Personnel Transactions**

~~7B2 The suspension or dismissal of an employee of the District shall be made by the Board on the Chancellor's recommendation. The Chancellor may suspend an employee at any time until the next meeting of the Board under provisions of the law.~~

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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.

**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

**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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**BP 7370 POLITICAL ACTIVITY**

**References:**

Education Code Sections 7054 and 7056;  
Government Code Section 8314

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

Employees shall not use District funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Board of Trustees. This policy prohibits political activity during an employee's working hours, but shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during nonworking time.

Also see BP 2716 titled Political Activity

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**AP 7370 POLITICAL ACTIVITY**

**References:**

Education Code Sections 7050 et seq.

**NOTE:** This procedure is **legally advised**. Local procedure may be inserted, but should comply with these minimum requirements as excerpted from statute.

No restriction shall be placed on the political activities of any employee of the District except as provided in board policy and these procedures.

No District funds, services, supplies, or equipment may be used to urge the support or defeat of any ballot measure or candidate, including but not limited to any candidate for election to the Board of Trustees.

District resources may be used to provide information to the public about the possible effects of a bond issue or other ballot measure if both the following conditions are met:

- The informational activities are otherwise authorized by the Constitution or laws of the State of California; and
- The information provided constitutes a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding the bond issue or ballot measure.

Any administrator or Board member may appear before a citizens' group that requests the appearance to discuss the reasons why the Board called an election to submit to the voters a proposition for the issuance of bonds, and to respond to inquiries from the citizens' group.

An officer or employee of the District may solicit or receive political funds or contributions to promote the support or defeat of a ballot measure that would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of officers or employees of the District. Such activities are prohibited during working hours, and entry into buildings and grounds of the District during working hours is prohibited. Such activities are permitted during nonworking time. "Nonworking time" means time outside an employees' working hours, whether before or after the work day or during the employees' lunch period or other breaks during the day.

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**AP 7371 PERSONAL USE OF PUBLIC RESOURCES**

**References:**

Government Code Section 8314:

Penal Code Section 424

**NOTE:** This procedure is **legally required.**

No employee or consultant shall use or permit others to use public resources, except that which is incidental and minimal, for personal purposes or any other purpose not authorized by law.

Also see BP 2717 titled Personal Use of Public Resources

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

**References:**

Education Code Sections 7000 et seq.

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

The District shall permit any former academic employee who has retired from the District to enroll in the health and welfare benefit plan and/or dental care benefit plan currently provided to its current academic employees. In addition, the District shall also permit the enrollment of the surviving spouse of a former academic employee who either retired from the District or was, at the time of his or her death, employed by the District as an academic employee and a member of the State Teacher's Retirement System.

Enrollment pursuant to this policy shall be at the retiree or surviving spouse's own expense.

A retired academic employee or surviving spouse may enroll in the District's health and welfare benefit plans only once pursuant to this policy. A retired academic employee or surviving spouse who voluntarily terminates coverage under this policy may be excluded from obtaining coverage again.

The District Chancellor shall establish procedures as may be deemed necessary to administer this policy in accordance with Education Code Sections 7000 et seq.

**NOTE:** The language in current KCCD Policy 6G2 is shown as struck (below) as these prescriptive details are more appropriately codified in new AP 7380 titled Retiree Health Benefits: Academic Employees **OR** in a related publication such as Guidelines & Processes Pertaining to Retirement Document that could be uploaded on the Human Resources intranet portal. Portions of this information are also addressed in the collective bargaining agreement.

❖ **From current KCCD Policy 6G2 titled Health and Dental Plans for Retirees**

~~6G2A Employees Who Retired Under PERS or STRS Between January 3, 1974 and June 30, 1983~~

~~6G2A1 Benefits to Age Sixty-five (65)~~

~~6G2A1A 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 (5) years immediately preceding retirement.~~

~~6G2A1B A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.~~

~~6G2A2 Benefits at Age Sixty-five (65) and Beyond~~

~~6G2A2A 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 (6) years immediately preceding retirement.~~
- ~~• At age sixty-five (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 sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.~~

~~6G2A2B A surviving eligible dependent(s) may continue the health plan at his/her expense.~~

~~6G2B Employees Who Retired Under PERS or STRS Between July 1, 1983 and June 30, 1988~~

~~6G2B1 Benefits to Age Sixty-five (65)~~

~~6G2B1A 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 (5) 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.~~

~~6G2B1B A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.~~

~~6G2B2 Benefits at Age Sixty-five (65) and Beyond (Revised February 3, 2005)~~

~~6G2B2A 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 (6) 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 sixty-five (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 sixty-five (65), all retirees [and their eligible dependent(s), if dependent coverage is taken] must apply for and purchase Medicare Part B.~~

~~6G2B2B A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.~~

~~6G2C Employees of the District Who Were Eligible to Retire as of June 30, 1988 But Will Retire at a Later Date (Revised February 3, 2005)~~

~~6G2C1 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.~~

~~6G2C2 Benefits to Age Sixty-five (65) (Revised February 3, 2005) 6G2C2A 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 (5) 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.~~

~~6G2C2B A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.~~

~~6G2C3 **Benefits at Age Sixty-five (65) and Beyond** (Revised February 3, 2005)~~

~~6G2C3A 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 (6) 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 sixty-five (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 sixty-five (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.~~

~~6G2C1B A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.~~

~~6G2D **Employees of the District as of June 30, 1988 Who Are Not Eligible to Retire on June 30, 1988** (Revised February 3, 2005)~~

~~6G2D1 **Benefits to Age Sixty-five (65)**~~

~~6G2D1A 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 (6) 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.~~

~~6G2D1B A surviving eligible dependent(s) of a retiree may continue the health and dental plans at his/her expense.~~

#### ~~6G2D2 Benefits at Age Sixty-five (65) and Beyond (Revised February 3, 2005)~~

~~6G2D2A 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 fifteen (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 sixty five (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 sixty five (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. 6G2D2B A surviving eligible dependent(s) of a retiree may continue the health plan at his/her expense.~~

#### ~~6G2E Retiree Benefits for Employees of the District Hired on or After July 1, 1988 (Revised February 3, 2005)~~

##### ~~6G2E1 Benefits to Age Sixty-five (65)~~

~~6G2E1A 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 fifteen (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 (2) consecutive months shall result in termination of coverage.~~

~~6G2E1B A surviving spouse of a retiree may continue the health and dental plans at his/her expense.~~

### ~~6G2E2 Benefits at Age Sixty-five (65) and Beyond~~

~~6G2E2A An employee may continue the health plan at his/her expense under the following conditions:~~

- ~~At age sixty-five (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 sixty-five (65), all retirees (and their spouses, if dependent coverage is taken) must apply for and purchase Medicare Part B.~~
- ~~Medicare must provide primary coverage.~~

~~6G2F Eligibility for benefits following retirement and unpaid leave of absence immediately preceding retirement specified in Policies 6G2C2A, 6G2C3A, 6G2D1A, and 6G2E1A shall be administered as follows:~~

~~6G2F1 The years listed under these sections must be paid status, but not necessarily continuous paid status.~~

~~6G2F2 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 (6) months~~
- ~~6-14 years: one (1) year~~
- ~~15-19 years: one (1) year and six (6) months~~
- ~~20 or more years: two (2) years~~

~~6G2F3 Paid leave counts as regular paid service.~~

~~6G2G Health Coverage at the Employee's (or Spouse's) Expense (Revised February 3, 2005)~~

~~6G2G1 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.~~

~~6G2G2 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 (2) consecutive months shall result in termination of coverage.~~

~~6G2H The health and dental plans shall be the same as that for active employees.~~

~~6G2I Classified employees retiring under STRS will have the same benefits as if they retired under PERS.~~

~~6G2J Certificated employees retiring under PERS will have the same benefits as if they retired under STRS.~~

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

References:

Education Code Sections 7000 et seq.

**NOTE:** This procedure is **legally required**. Local practice may be inserted. BP 7380 titled Retiree Health Benefits: Academic Employees contains the minimum necessary to meet statutory requirements, and may be repeated here, with additional procedures on how retirees opt for retiree health benefits.

**NOTE:** The language in current KCCD Policy 6G2 is shown in **black ink** below as these prescriptive details are more appropriately codified in new AP 7380 titled Retiree Health Benefits: Academic Employees **OR** in a related publication such as a Guidelines & Processes Pertaining to Retirement Document that could be uploaded on the Human Resources intranet portal. Portions of this information are also addressed in the collective bargaining agreement.

**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 ten (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 ten (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 7385 SALARY DEDUCTIONS**

**References:**

Education Code Sections 87040, 87833, 87834, and 88167

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

An employee may request reduction of his/her salary in any amount for any or all of the following purposes:

- participation in a deferred compensation program;
- paying premiums on any policy or certificate of group life insurance or disability insurance or legal expense insurance, or any of them;
- paying rates, dues, fees, or other periodic charges on any hospital service contract.

The request provided for above shall be revocable by the employee.

The District shall without charge reduce the salary payment by the amount which the employee has authorized in writing for the purpose of paying the his/her membership dues in any local, statewide, or other professional organization. Revocation of such authorization shall be in writing and shall be effective beginning with the next pay period.

**NOTE:** The language in current KCCD Policy 6G1D is shown as struck (below) as these prescriptive details are more appropriately codified in new AP 7385 titled Salary Deductions.

**❖ From current KCCD Policy 6G1D titled Tax-Deferred Annuity Plan**

~~6G1D1 Employees may participate in a tax-deferred annuity program.~~

~~6G1E No in-lieu payments or contributions to programs other than those, which the District provides, shall be made by the District for any employee who elects not to subscribe to the benefits provided by this Policy.~~

~~6G1F Employees on District-approved unpaid leaves of absence shall have the option to continue District health and welfare coverage(s) for the period of the leaves upon reimbursement to the District for as long as the practice is allowed by the health and welfare benefit provider(s). Failure to make timely payment for (2) two successive months shall cause the right to continuous coverage to cease.~~

~~6G1G Eligible employees shall have their health and welfare benefits commence on the first (1st) day of the month following the first day of employment.~~

~~6G1H Employees who terminate prior to the close of the College year shall be covered by the District's insurance programs to the end of the month in which the termination takes place.~~

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**AP 7385 SALARY DEDUCTIONS**

**References:**

Education Code Sections 87040, 87833, 87834, and 88167;  
Government Code Sections 3540 et seq.

**NOTE:** Districts are required to honor employees' requests for certain deductions, but are not required to publish a procedure as long as practice complies with Code. Salary deductions 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 should include:

- 1) A list of items that may be deducted (Education Code Section 87040)
- 2) The processes and timelines for requesting and stopping deductions

**NOTE:** The language in current KCCD Policy 6G1D is shown below in **black ink** as these prescriptive details are more appropriately codified in this new AP 7385 titled Salary Deductions.

**Tax-Deferred Annuity Plan**

Employees may participate in a tax-deferred annuity program.

No in-lieu payments or contributions to programs other than those, which the District provides, shall be made by the District for any employee who elects not to subscribe to the benefits provided by the District.

Employees on District-approved unpaid leaves of absence shall have the option to continue District health and welfare coverage(s) for the period of the leaves upon reimbursement to the District for as long as the practice is allowed by the health and welfare benefit provider(s). Failure to make timely payment for two successive months shall cause the right to continuous coverage to cease.

Eligible employees shall have their health and welfare benefits commence on the first (1st) day of the month following the first day of employment.

Employees who terminate prior to the close of the College year shall be covered by the District's insurance programs to the end of the month in which the termination takes place.

Regular and contract faculty, members of the classified service, and administrative staff may, for the purpose of deferring taxation on compensation, enter into amendments to their contracts of employment for the purpose of effecting a reduction in the salary paid them by contacting Human Resources.

The Fiscal Services and/or Human Resources Department as appropriate shall deposit the deferred compensation with Public Employees Retirement System, State Teachers Retirement System, any commercial insurance company, or other investment company chosen by the individual employee and which meets the criteria of Section 403(b) of the Internal Revenue Code and the requirements of the District.

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

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**BP 7400 TRAVEL**

**Reference:**

Education Code Section 87032

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

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

**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.*

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**AP 7500 VOLUNTEERS**

**Reference:**

No specific references

**NOTE:** The language in red ink is **legally advised**. Local practice may be inserted. The following will satisfy requirements related to workers compensation and other insurance contingencies.

**Purpose and Scope**

The purpose of this procedure is to outline the District policy on volunteers. Each volunteer is subject to the screening process set forth in this policy, with the following exceptions:

- volunteers serving in single day college events.
- individuals serving as volunteers in Associated Student Organization (ASO) officer positions at the colleges. ASO officers are not entitled to defense and indemnity by the District.

The [designate position] may authorize suspension of the screening process when he/she believes that this process is not necessary for the volunteers serving in the particular event.

**General**

The District may enter into agreements with outside organizations to provide volunteers to the District to work at college locations. Such agreements will contain appropriate defense and indemnification language to protect the District from liability in connection with the volunteer services.

Volunteers serve the District in an "at will" capacity. The District may terminate a volunteer's services for any reason or no reason at all.

Pursuant to Government Code Section 3119.5, no person aged 60 years or older may be excluded from volunteer service if the person is physically, mentally and professionally capable of performing the services involved. A person shall be deemed "professionally capable" if he/she can demonstrate reasonable proficiency or relevant certification and performs his/her professional duties in accordance with laws,

regulations or the technical standards that govern his/her area of volunteer responsibility.

Volunteers may not be used in lieu of classified employees. The District may not refuse to employ a person in a vacant classified position and use volunteers instead, nor may it abolish any classified positions and use volunteers instead.

### **Screening**

The District [shall/may] use a written application form that requires, at a minimum, the volunteer's name, address, phone number and history of convictions.

A volunteer's service record shall be maintained by the District.

Subject to the limitations of this policy, employees assigned to other positions within the District may serve as volunteers during off-hours.

Fingerprints of each volunteer may be required. Volunteers with on-going assignments and volunteers who interact with minors shall be required to provide a complete set of fingerprints for the purpose of running a criminal background check.

No person may serve as a volunteer in the District if:

- He/she has been convicted of or if he/she has charges pending which pertains to any sex offense (as defined in Education Code Section 87010), or controlled substance offense (as defined in Education Code Section 87011).
- He/she has been convicted of a crime and the [designate position] determines that: the nature of the crime is too serious to serve as a volunteer; the crime was too recent; and/or the crime is inconsistent with obligations in performing assigned duties as a volunteer.
- He/she has a health condition that would preclude him/her from satisfactorily performing essential duties of the position.
- He/she makes a false statement or omits a statement as to any material fact on the application form.

### **Incidental Expenses**

Persons serving without pay as volunteers may receive reimbursement for incidental expenses.

### **Benefits**

Volunteers are employees of the District only for the purpose of worker's compensation benefits for injuries sustained while engaged in the performance of any service under the direction and control of the District. With the exception of worker's compensation (Education Code Section 72401), volunteers shall serve without any type of compensation or any other benefits granted to district employees. Volunteers shall not be entitled to defense and indemnity from the District.

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**BP 7510 DOMESTIC PARTNERS**

**References:**

Family Code Sections 297, 298, 298.5, 297.5, 299, 299.2, and 299.3

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

Domestic partners registered with the California Secretary of State shall have, insofar as permitted by California law, all of the same rights, protections, and benefits, as well as the same obligations, responsibilities, and duties of married persons (spouses) under state law. Former domestic partners shall have all of the rights and obligations of former spouses. Surviving domestic partners shall have the same rights, protections, and benefits as are granted to a surviving spouse of a decedent.

Therefore, all references to “spouses” in the District’s policies or procedures shall be read to include registered domestic partners as permitted by California law.

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**BP 7600 CAMPUS PUBLIC SAFETY OFFICERS**

**Reference:**

Education Code Section 72330.5

**NOTE:** This policy is legally required.

The District shall employ campus public safety officers, who shall provide services as security guards, or patrol persons on or about the campus(es) owned or operated by the District. Their duties include, but are not limited to protecting persons or property, preventing the theft of District property, and reporting any unlawful activity to the District and local law enforcement.

The District Chancellor shall establish procedures necessary for administration of campus security. In addition, the District Chancellor shall enter into an agreement with local law enforcement, which includes that campus public safety officers shall cooperate with local law enforcement in performing their duties.

Every campus public safety officer who works more than twenty hours per week shall complete a course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs as required by Education Code Section 72330.5 (b). If an officer is required to carry a firearm, he or she shall also satisfy the training requirements of Penal Code Section 832.

Every campus public safety officer shall meet other requirements set out in Education Code Section 72330.5.

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**AP 7600 CAMPUS PUBLIC SAFETY OFFICERS**

**References:**

Education Code Section 67381;  
Government Code Sections 3300 et seq.

**NOTE:** This procedure is **legally advised.**

The campus public safety officers shall cooperate with local law enforcement in accordance with an agreement to be entered into in accordance with the requirements of Education Code Section 67381. The agreement shall address, but not be limited to, the following:

- Operational responsibilities for investigations of the following violent crimes: willful homicide, forcible rape, robbery, aggravated assault
- Geographical boundaries of the operational responsibilities
- Mutual aid procedures

Every campus security officer employed or continuing in employment shall meet the requirements set out in Education Code Section 72330.5, including but not limited to:

- Submission of one copy of his/her fingerprints which shall be forwarded to the Federal Bureau of Investigation;
- A determination that the employee is not a person prohibited from employment by a California community college district, and,
- If the employee is required to carry a firearm, is not a person prohibited from possessing a firearm.

Members of campus security shall be employed as members of the classified service of the District.

Salaries for campus public safety officers shall be established after appropriate negotiations with their exclusive representative. If no such unit is established, salaries shall be recommended by the District Chancellor.

The Chancellor or designee shall issue such other procedures as may be necessary for the administration of the campus public safety officers, which may include:

- Schedules and shifts
- Call back procedures
- Use of vehicles
- Weapons practices, especially drawing weapons
- Pursuit practices
- Discipline procedures
- Training
- Responsibilities to coordinate with local law enforcement

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**BP 7700 WHISTLEBLOWER PROTECTION**

**References:**

*Education Code Sections 87160-87164:*

*Labor Code Section 1102.5:*

*Government Code Section 53296:*

*Private Attorney General Act of 2004 (Labor Code Section 2698):*

*Affordable Care Act (29 U.S. Code Section 218C)*

**NOTE:** The language in red ink is **legally advised**. The language in current KCCD Policy 7F parallels the language recommended by the Policy & Procedure Service.

**❖ From current KCCD Policy 7F titled Whistleblower Protection**

~~California Labor Code Section 1102.5; Government Code Section 53296; Private Attorney General Act of 2004 (Labor Code Section 2698)~~

~~7F1~~ The *District* Chancellor ~~or Designee~~ shall establish procedures regarding the reporting and investigation of suspected unlawful activities by Kern Community College District employees, and the protection from retaliation of those who make such reports in good faith and/or assist in the investigation of such reports. For the purposes of this policy and any implementing procedures, “unlawful activity” refers to any activity – intentional or negligent – that violates state or federal law, local ordinances, or ~~Kern Community College~~ District Board policy.

~~7F2~~ *The p*rocedures shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation; that such reports are investigated thoroughly and promptly; that remedies are applied for any unlawful practices; and protections are provided to those employees who, in good faith, report these activities and/or assist the ~~Kern Community College~~ District in its investigation. ~~(See Procedure 7F of this Manual)~~

~~7F3~~ ~~Kern Community College District~~ *E*mployees shall not retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order, or directly or indirectly use or attempt to use the official authority or influence of his/ ~~or~~ her position for the purpose of

interfering with the right of an applicant or an employee to make a protected disclosure to the ~~Kern Community College~~ District.

~~7F4~~ The ~~Kern Community College~~ District will not tolerate retaliation and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

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**AP 7700 WHISTLEBLOWER PROTECTION**

**References:**

*Education Code Sections 87160-87164:*

*Government Code Section 53296:*

*Labor Code Section 1102.5:*

*Private Attorney General Act of 2004 (Labor Code Section 2698):*

*29 U.S. Code Section 218C (Affordable Care Act)*

**NOTE:** The language in **red ink** is **legally advised**. Districts may insert their local practice.

❖ **From current KCCD Procedure 7F titled Administrative Procedure for Whistleblower Protection**

~~References: Labor Code Section 702.5; Government Code Section 53296; Private Attorney General Act of 2004 (Labor Code Section 2698)~~

Individuals are encouraged to report suspected incidents of unlawful activities by District employees in the performance of their duties. Reports will be investigated promptly and appropriate remedies applied. Employees who, in good faith, report such activities and/or assist the ~~Kern Community College~~ District in the investigation, will be protected from retaliation.

This procedure sets out the processes for responding to and investigating reports of unlawful activities, as defined in ~~Kern Community College District Board Policy 7F, BP 7700 titled~~ Whistleblower Protection, and for addressing complaints of retaliation for making such reports.

**1) Filing a Report of Suspected Unlawful Activities**

- a) Any person may report allegations of suspected unlawful activities. Knowledge of suspicion of such unlawful activities may originate from academic personnel, staff, or administrators carrying out their assigned duties, internal or external auditors, law enforcement, regulatory agencies, customers, vendors, students, or other third parties.

- b) Anonymous reports will be investigated to the extent possible. However, employees are strongly encouraged not to report anonymously because doing so impedes the District's ability to thoroughly investigate the claim and take appropriate remedial measures. As set forth fully below, retaliation against individuals who report suspected unlawful activities will not be tolerated.
- c) Normally, a report by a District employee of allegations of a suspected unlawful activity should be made to the reporting employee's immediate supervisor or other appropriate administrator or supervisor within the operating unit. However, if the report involves or implicates the direct supervisor or others in the operating unit, the report may be made to any other District official whom the reporting employee believes to have either responsibility over the affected area or the authority to review the alleged unlawful activity on behalf of the District. When the alleged unlawful activity involves the College President, the report should be made to the District Chancellor. When the alleged unlawful activity involves the District Chancellor, the report should be made to the President of the Board of Trustees. When the alleged unlawful activity involves the Board of Trustees or one of its members, the report should be made to the District Chancellor who will confer with the President of the Board and/or legal counsel on how to proceed.
- d) Allegations of suspected unlawful activities should be made in writing so as to assure a clear understanding of the issues raised, but may be made orally. Such reports should be factual and contain as much specific information as possible. The receiving supervisor or administrator should elicit as much information as possible. If the report is made orally, the receiving supervisor or administrator shall reduce it to writing and make every attempt to get the reporter to confirm by his/ ~~or~~ her signature that it is accurate and complete.
- e) Once the receiving supervisor or administrator has received and/or prepared a written report of the alleged unlawful activity, he/ ~~or~~ she must immediately forward it to the President of the college where the alleged activity has occurred. However, if this process would require submitting the report to an employee implicated in the report, the receiving supervisor or administrator should follow the reporting options outlined above. The high-level administrator or trustee who receives the written report, pursuant to this paragraph, is responsible for ensuring that a prompt and complete investigation is made by an individual with the competence and objectivity to conduct the investigation, and that the assistance of counsel and/or an outside investigator is secured if deemed necessary.
- f) In the course of investigating allegations of unlawful conduct, all individuals who are contacted and/or interviewed shall be advised of the District's no-

retaliation policy. Each individual shall be: 1) warned that retaliation against the reporter(s) and/or others participating in the investigation will subject the employee to discipline up to and including termination; and 2) advised that if he ~~or~~ she experiences retaliation for cooperating in the investigation, then it must be reported immediately.

- g) In the event that an investigation into alleged unlawful activity determines that the allegations are accurate, prompt and appropriate, corrective action shall be taken.

## **2) Protection from Retaliation**

- a) When a person makes a good-faith report of suspected unlawful activities to an appropriate authority, the report is known as a protected disclosure. District employees and applicants for employment who make a protected disclosure are protected from retaliation.
- b) Any employee who believes he or she has been (1) subjected to or affected by retaliatory conduct for reporting suspected unlawful activities, or (2) for refusing to engage in activity that would result in a violation of law, should report such conduct to the appropriate supervisory personnel (if such supervisory personnel is not the source of or otherwise involved in the retaliatory conduct). Any supervisory employee who receives such a report, or who otherwise is aware of retaliatory conduct, is required to advise the College President, the District Chancellor, or the District Chancellor's designee. If the allegations of retaliation or the underlying allegation of unlawful conduct involve the College President or District Chancellor, the supervisor shall report to the highest level administrator and/or trustee who is not implicated in the reports of unlawful activity and retaliation.
- c) All allegations of retaliation shall be investigated promptly and with discretion, and all information obtained will be handled on a "need to know" basis. At the conclusion of an investigation, as appropriate, remedial and/or disciplinary action will be taken where the allegations are verified and/or otherwise substantiated.

## **3) Requirement to Post Whistleblower Hotline**

- a) The District shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws referenced in this procedure. The list shall include a telephone number of the whistleblower hotline, ~~(888) 304-7794~~, for employees who have information regarding possible violations of state or federal statutes, rules or regulations, or violations of fiduciary responsibility by a cooperation or limited liability company to its shareholders, investors, or employees.

Employees who have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by a corporation or limited liability company to its shareholders, investors, or employees should contact the California Community Colleges Chancellor's Office or the District's Board of Trustees. Employees can contact the State Personnel Board with complaints of retaliation resulting from whistleblower activities. The State Personnel Board hotline is (916) 653-1403.

#### **4) Other Remedies and Appropriate Agencies**

- a) In addition to the internal complaint process set forth above, any employee who has information concerning allegedly unlawful conduct may contact the appropriate government agency.

~~Reviewed and Recommended by  
Chancellor's Cabinet  
November 10, 2009~~

~~Reviewed by  
District Consultation Council  
November 17, 2009; January 26, 2010  
Reviewed and Recommended February 23, 2010~~

~~Presented to the Board of Trustees April 8, 2010  
Approved by the Board of Trustees May 6, 2010~~

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**BP 7770 Responsible Employees**

References: Title IX of the Education Amendments of 1972 (Title IX) regarding sexual harassment.  
Title VII of the Civil Rights Act of 1964

The Kern Community College District has designated all employees as responsible employees.\* As such, they are required by Title IX and college policy to report any information they have concerning possible discrimination, sexual harassment or sexual misconduct.

This means that information about discrimination, sexual harassment or misconduct shared with faculty or staff personnel is not confidential.

Pursuant to Title IX, when a responsible employee has such information, the college is deemed to possess that knowledge and is obligated to take actions intended to stop the behavior, prevent its recurrence, and remedy its effects. By reporting the information to the appropriate college official, the responsible employee enables the college to fulfill its legal obligation to assess the information and determine what action is called for. In this way, responsible employees contribute to a learning environment where discrimination, sexual harassment and sexual misconduct are discouraged and promptly addressed.

All such incidents must be reported to the Deputy Title IX Coordinators at each college or to the Vice Chancellor of Human Resources who has been designated the Title IX Coordinator for the Kern Community College District.

**\*Exceptions to this designation are limited to temporary hourly employees & staff of the Counseling Center, and the Health Center.**

Also see BP's 3430, 3510, 3515 and 3520

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**BP 7800 EMERITUS STATUS**

**NOTE:** *This policy is unique to the Kern CCD.*

**❖ From current KCCD Policy 7B4 titled Designation of Emeritus Status**

In recognition of years of valued service and contributions to the ~~Kern Community College~~ District, the Board of Trustees has established the title of “Emeritus” to be granted to those who meet the standards as set forth in this Board policy. The objective of this policy is to honor past services and encourage and maximize the inclusion of Emeriti in District and College activities after retirement.

~~7B4A~~ The Board shall have the sole responsibility for officially honoring and recognizing District Faculty and Educational Administrator retirees by granting the designation of Emeritus. The Emeritus designation shall have no contractual obligations, nor shall there be any compensation connected with the title.

~~7B4B~~ District Human Resources shall have the responsibility of verifying eligibility for Emeritus designation and notifying the College President.

~~7B4C~~ For consideration of Emeritus designation, the faculty or educational administrator must have served the District for at least twenty (20) years in full-time status; and shall be retiring or resigning without cause by the end of the academic year in which the Emeritus designation is granted; or must have previously retired from the ~~Kern Community College~~ District.

Emeritus designation may be bestowed on the following groups of ~~Kern Community College~~ District employees:

**Faculty** – upon retirement or resignation after twenty (20) years of full-time service.

**Educational Administrator** – includes presidents and other educational administrators; upon retirement or resignation after twenty (20) years of full-time service.

~~7B4D~~ Official recognition of Emeritus status shall be given during an appropriate meeting or ceremony of the Board of Trustees close to the time of the qualifying retirement or resignation.

No public announcement regarding an employee's Emeritus status shall be made prior to designation by the Board of Trustees.

~~7B4E~~ Official recognition of Emeritus status shall provide certain privileges, benefits, and courtesies as defined in AP 7800 titled Emeritus Status Procedure 7B4 of this Manual.

~~7B4F~~ District Human Resources shall maintain a file with contact information of all District employees for whom the status of Emeritus has been granted by the Board of Trustees.

~~7B4G~~ The title of Emeritus may be granted under exceptional circumstances to full-time faculty or administrators who have served fewer than twenty (20) years at the institution and are concluding, or have concluded, a career that demonstrates exceptionally dedicated, honorable and distinguished service to the institution, as determined by the Board of Trustees. Consideration may be initiated by the instructional or service area, or by the College President.

~~7B4H~~ ~~The Emeritus designation shall be acted upon individually in each case upon recommendation of the College President. Consideration may be initiated by the instructional or service area, or by the College President.~~ The College President shall make recommendations to the District Chancellor for consideration, and the District Chancellor shall make a recommendation to the Board of Trustees for action with respect to Emeritus designation.

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**AP 7800 EMERITUS STATUS**

**References:**

No specific references

Recognition of Emeritus status for District employee groups as defined in BP 7800 titled Emeritus Status Policy 7B4E may include, but not necessarily be limited to, the following privileges, benefits, and courtesies:

- 1) An official document which certifies Emeritus status signed by the President of the Board of Trustees, the District Chancellor, and the College President;
- 2) Listing in all appropriate District and/or College publications;
- 3) A District or College card which indicates Emeritus status and therefore, free or discounted rates for selected District or College events;
- 4) Participation, by invitation of the District or College, in the District's or College's public ceremonies;
- 5) Library and Learning Resource Center privileges comparable to those of current Faculty or Educational Administrators subject to District Policy and administrative regulations;
- 6) Eligibility to participate, by invitation, in the District's or College's professional development activities; and,
- 7) Parking privileges comparable to those of current Faculty or Educational Administrators subject to District Policy and administrative regulations.

Reviewed and Recommended by District Consultation Council May 25, 2010