

## MEMORANDUM OF AGREEMENT – PART TIME FACULTY

This agreement is entered into by KERN COMMUNITY COLLEGE DISTRICT/BAKERSFIELD COLLEGE ("District") and KERN COMMUNITY COLLEGE DISTRICT COMMUNITY COLLEGE ASSOCIATION/CTA/NEA. ("Association"), arising out of the recent expansion of the bargaining unit to include part-time members, in the application of the 2005-2008 Agreement ("Agreement").

The District and Association shall agree that:

The language from Article I.B.1. of the Agreement (Recognition) shall be modified to include part-time unit members, as follows:

The District recognizes the Association as the exclusive representative for faculty set forth in the May 4, 1979, Public Employment Relations Board Certification of Representation, and the April 4, 2007 Unit Modification Order (Case No. LA-UM-767-E) as follows:

a. Unit shall **INCLUDE**:

- All full-time faculty of the Kern Community College District who hold contracts based on the Basic Faculty Salary Schedule
- All part-time academic employees meeting minimum qualifications as certified by the State Academic Senate, Board of Governors of the State of California, and local academic senates
- All part-time librarians, counselors, and athletic directors

b. Unit shall **EXCLUDE**:

- All management, supervisory, and confidential employees as defined by the Educational Employment Relations Act (EERA)
- Professional academy program instructors (i.e. police, sheriff, fire)
- Non-credit classes taught by part-time instructors
- Walk-on coaches
- Stipend coaches
- Management and classified employees serving as part-time academic employees

Article I.B.2 and 3 shall remain in effect.

The following evaluation and sick leave accrual provisions shall immediately apply to part-time unit members. These will sunset June 30, 2008 or until another agreement is entered into, whichever occurs first:


- Part-time faculty covered by this Agreement will be evaluated, according to Board Policy Section 7.D.
- Part time faculty covered by this Agreement shall accrue and use sick leave benefits according to Board Policy Section 7.G.

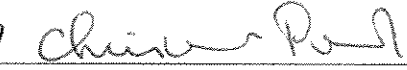
The following provisions of the Agreement shall immediately apply to part-time unit members, until a successor agreement is reached:

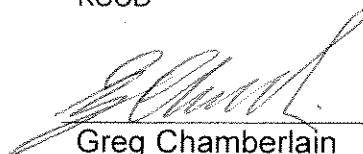
- Article I. (as amended, aforementioned).
- Article II.A., first paragraph only.
- Article III.
- Article IV, all sections, except IV.C.
- Article VII.D.1 and D.2.
- Article IX.A.1, and IX.A.4.
- Article X. - Parties mutually agree that the current hourly salary rate for part-time faculty shall remain in effect and be a subject of negotiations commencing in Fall, 2007. In addition, the substitute rate shall be thirty dollars (\$30) per hour, and the proctoring rate shall be eighteen dollars (\$18) per hour. Furthermore, the hourly rate for field trips, test administration, curriculum development, and coordinating evening lecture series or any other non-contract professional services not enumerated above shall be thirty dollars (\$30) per hour.
- Article XIII.
- Article XIV.
- Article XV.
- Addendum 1.a-c.
- Addendum 2.a,b.
- Addendum 3.a-c.
- Addendum 4.
- Addendum 6.


**For the District**

**For the Association**

  
Victor Collins  
Vice Chancellor, Human Resources  
KCCD  
Date 8-29-07

  
Christopher Piersol  
Chief Negotiator KCCD CCA/CTA/NEA  
Date 8-31-07

  
Greg Chamberlain  
Vice Chancellor, Educational Services  
KCCD  
Date 8/29/07

  
Mary O'Neal  
President KCCD CCA/CTA/NEA  
Date 8/31/07