

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KLAMATH COMMUNITY COLLEGE

AND

KLAMATH COMMUNITY COLLEGE FACULTY
ASSOCIATION

Effective Upon Ratification

And

Expiring June 30, 2026

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PREAMBLE

The articles included in this labor agreement apply to faculty, unless otherwise specified.

This Agreement is entered into between the Board of Education, on behalf of the Klamath Community College, Klamath County, OR, herein referred to as the "Board" or "District" and the Klamath Community College Faculty Association/OEA/NEA, herein referred to as the "Association."

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and conditions of employment for faculty members included in the bargaining unit, as defined in Article 1.

ARTICLE 1 — RECOGNITION

Klamath Community College hereby recognizes the Klamath Community College Faculty Association (KCCFA), affiliated with the Oregon Education Association and the National Education Association, as the exclusive representative for the purpose of collective bargaining for all faculty members within the Bargaining Unit during the term of this Agreement.

A. Bargaining Unit Description

All faculty members employed by the Klamath Community College who work at least 0.2 FTE or teach at least nine (9) credit hours over the academic year, including librarians, instructional coordinators, and other staff who perform instructional duties.

B. Exclusions to Unit

Specifically excluded from the bargaining unit are supervisory employees, confidential employees, classified employees, casual employees, and instructors who teach community education classes exclusively.

C. Definitions

9-Month Full-Time Faculty - nine-month (174-day) faculty assigned to and responsible for teaching a full-time instruction load (44-45 credits per academic year) or equivalent duties as determined by the College during three (3) terms each academic year.

12-Month Full-Time Faculty - twelve-month (219-day) faculty assigned to and responsible for teaching a full-time instruction load (56 credits per academic year) or equivalent duties as determined by the College during four (4) academic terms each academic year.

Program /Discipline Leads- faculty assigned to and responsible for performing program or discipline duties for an academic department. Program /Discipline Leads can be either be nine (9) month faculty or twelve (12) month faculty and will receive at least a four (4) credit load reduction-or four (4) credit overload workload each academic year.

Discipline Dual Credit Leads- faculty assigned to and responsible for performing dual credit duties for an academic department. Dual Credit Leads can be either be nine (9) month faculty or twelve (12) month faculty and will receive at least a three (3) credit load reduction-or three (3) credit overload workload each academic year.

Chemical Hygiene Officer- if faculty are assigned to and responsible for performing chemical hygiene duties for the college. Can be either a nine (9) month faculty or twelve (12) month faculty and will receive a two (2) credit load reduction per term or 2 credit overload per term.

Lab Coordinator- if faculty are assigned to and responsible for performing science lab duties for the science department. Can be either a nine (9) month faculty or twelve (12) month faculty and will receive a two (2) credit load reduction per term or two (2) credit overload per term.

Regular Status: A full-time faculty member who has successfully served a probationary period of two (2) consecutive full years shall attain regular status. Current full-time faculty members who have successfully completed two (2) full years teaching at Klamath Community College shall attain Regular Status.

Probationary Status: Each new full-time faculty member is in a Probationary Status and shall be required to serve a probationary period of two (2) full years. The option of a third year of probation if faculty does not meet the KCC standard.

Temporary Status: A full-time faculty member hired for a pre-determined time period not to exceed four (4) consecutive terms is in a Temporary Status. However, a temporary full-time faculty member may be renewed for an additional four (4) consecutive terms at the discretion of the College President.

Grant Status: A full-time faculty member whose program is funded by special, private, or public grants outside the College's General Fund budget shall be considered to be on "grant status" while employed under such programs.

Adjunct Faculty - faculty contracted to teach a specific credit course or credit courses on a term-to-term basis.

ARTICLE 2 — MAINTENANCE OF STANDARDS

This Agreement constitutes the sole and entire existing agreement between the parties and supersedes prior practice, whether oral or written, and expresses all obligations and restrictions incumbent upon the College and the Association. This Agreement is subject to amendment, alterations, or additions only by a subsequent agreement between and executed by the College and Association.

A subsequent agreement can occur during the contract term and is a bilateral modification to the current contract in these formats: MOU, MOA, or a simple memo between parties that is signed by the President of the College and the President of KCCFA.

During the regular monthly meeting between the Association President and the College President, there will be a standing agenda item on contract implementation and potential emergent issues and interpretation matters. The two Presidents have the authority to create/approve MOU's, MOA's, or memos. The intent is not to continually bargain, but to address significant issues that come up.

Either the Association President or the College President can recommend action toward a potential modification for the purpose of clarifying contract language, facilitating implementation, or resolving emergent issues.

ARTICLE 3 —MANAGEMENT RIGHTS

Except as expressly modified or restricted by specific provisions of this agreement, the College through its Board of Education, retains the exclusive rights and governing authority of the College without limitation. By way of illustration the right and prerogative is at the Board's sole discretion:

To hire all faculty, whether full-time or adjunct, and to create, combine, modify, or eliminate any faculty positions;

To establish and promulgate the College calendar;

To institute, abolish, or reorganize any department, division, operation, program, course, or class of the College;

To direct faculty in their duties;

To lay off faculty at any time for financial or other business reasons;

To evaluate the efficiency, competency, and adequacy of all faculty in the performance of their work and to hold faculty accountable for the same;

To establish all programs and courses of instruction and to provide curricular, co-curricular, extra-curricular, and community service programs;

To determine class sizes, non-classroom assignments, hours of instruction, contact hours, and the duties, responsibilities, and assignments of faculty;

To enforce, establish, repeal, or modify Board policy and College regulations;

To host distance learning;

To contract for ABE, GED, ESL, and High School completion services;

To delegate authority through administrative channels; and

To maintain effective management and administrative control of the College properties and facilities.

The exercise by the Board of any of the foregoing management rights not specifically restricted by this Agreement is not subject to the grievance procedure provided herein.

ARTICLE 4 — ASSOCIATION RIGHTS

A. Rights as Exclusive Representative

1. Information

- a. Upon request, the College agrees to furnish the Association with requested information as required by law based on its role as the exclusive bargaining representative for the Klamath Community College Faculty Association.
- b. The Association may submit a written report to be included in the Board packet not later than ten (10) working days prior to the Klamath Community College Board of Education meeting.

2. Membership Information

- a. Bargaining Unit Roster — The Association shall receive, upon written request, a report that sets forth the names, addresses, and home telephone numbers (if available) of all bargaining unit members as defined in the recognition clause of this Agreement.
- b. The Association shall receive information as to additions or deletions of bargaining unit members as defined in the recognition clause of this agreement within ten (10) days of making such request.
- c. HP 2016 requires public employers to provide employee contact information to the union, including the employee's cell, home, and work telephone numbers, as well as his or her personal and work emails addresses. The public employer must provide this information to the designated union within 10 days of hire and every 120 days for existing bargaining unit employees.

B. Association and College Communications

1. Any notices, filings, or other contacts required or allowed under this Agreement shall be placed with the College President or his/her designee on behalf of the College, and the President of the Association on behalf of the Association.
2. The Association shall notify the College President in writing no later than September 15th of each academic year as to the names of all officers of the Association.

C. Use of College Facilities

1. Buildings: The Association may have use of College facilities, subject to the College's internal use procedure, availability, and provided that there is no interference with other College activities. It is understood that the College may move Association use of specific rooms as deemed necessary.
2. College Equipment: The Association will be provided with its own copy code. A charge of \$0.10 per letter size copy and \$0.25 per legal/ledger size copy will be charged and paid at the time copies are made by the Association.
3. HP 2016 gives unions the right to use public employers' email systems for purposes of communicating with bargaining unit employees about collective bargaining, grievance investigations, and internal union matters.
4. Bulletin Boards: Klamath Community College shall provide a bulletin board in each of Klamath Community College's designated faculty break rooms for use by the Association. Information posted on the bulletin board shall not include any derogatory or inflammatory remarks.

D. Dues Deductions

1. Prior to the first payroll dues deduction of each new membership year, the Association shall provide the payroll office with the current membership dues/assessment rate. Any bargaining unit member may authorize deduction of Association membership dues (i.e., KCCFA, OEA, and NEA) from his or her monthly paycheck. Authorization must be in writing with the signed authorization provided to Human Resources by the 15th of the month for which dues deduction is to commence. Pursuant to such authorization, the College shall deduct and remit the monthly dues from the regular paycheck of the employee each month, beginning in October of each year. (Deductions for employees who join the Association after the commencement of the academic year shall be pro-rated per OEA guidelines.) Such authorization shall continue in effect from year to year, unless revoked in writing.
2. Union Business:
 - a. HB 2016 allows faculty paid excused time to conduct union business during work hours. Reasonable "excused time" to designated union representatives to conduct a broad range of union-related activities *during scheduled working* hours without loss of pay, seniority, leave accruals, or "any other benefits.."
 - b. HB 2016 requires public sector employers to provide unions with "reasonable access" to bargaining unit employees at the employer's place of business, and it solidifies unions' rights to:

- i. Conduct individual or group meetings with newly hired employees, with pay, for at least 30 minutes but not more than 120 minutes;
- ii. Meet with existing bargaining unit employees during the employees' regular work hours and at the employee's regular work location to discuss grievances and workplace-related issues; and
- iii. Conduct meetings at the employees' regular work location before or after employees' regular work hours, during meal periods, and during breaks.

The law permits unions to determine the "time and place" for its meetings with bargaining unit employees, "provided that the meetings do not interfere with the employer's operations."

3. Hold Harmless

The Association agrees to indemnify and hold harmless Klamath Community College for any damages, expenses, costs and/or attorney fees incurred as a result of the College complying with Section D of this Article.

E. In-service

A one-hour Association meeting time during the lunch hour of the regularly scheduled in-service may be scheduled and announced in advance.

F. Release Time for Association

The College will grant the Association one (1) paid day of Association Leave to be used at the discretion of the Association. The Association may, at its expense (at a rate of \$32/hour for class coverage) purchase an additional ten (10) days of release time for representatives designated by the Association to attend conferences, meetings, and other Association business matters. No individual faculty member may use more than seven (7) release days. It is understood that the member will arrange to cover his/her classes or activities while utilizing Association Leave.

ARTICLE 5 — PERSONNEL FILES

A. Maintenance of Files

All official personnel files shall be kept and maintained by the Human Resources Department at the College.

B. Grievance Materials

Materials that are obtained confidentially by the College during the employing process and grievance processing forms shall not be made a part of the official personnel file.

C. Confidentiality

Confidentiality of the official personnel file shall be maintained at all times with access limited to the individual faculty member, administrators who have a legitimate need for information in the personnel file to perform administrative functions, the staff in the Human Resources Department, and the College President.

D. Inspection of Files

A faculty member shall have the right to review the contents of his/her personnel file. A representative of the Association may, at the faculty member's request, accompany him/her in this review. Any faculty member, upon request, shall receive, at College expense, one (1) copy of any and all entries in that member's personnel file.

E. Notification of Derogatory Material

Any material directly relating to a disciplinary issue shall be signed by the faculty member prior to being placed in the faculty member's personnel file. Such signature shall not be construed as the faculty member's agreement with the entry in the personnel file. In the event that the faculty member refuses to sign such material, the administrator involved will note such refusal on the material prior to placing it in the faculty member's personnel file. The faculty member may respond in writing to said material, and such response shall be attached to the material.

F. Removal of File Material

All derogatory materials and materials regarding disciplinary actions can be removed after three (3) years upon the application of the employee, or at the discretion of the College.

G. Addition of Material by the Faculty Member

A faculty member may request to have included in his or her personnel file any material or information considered germane to the faculty member's career.

F. Requests for Release of Information

Requests for information shall not be honored without written permission from the faculty member, other than employment information required by public records statutes to be released, or in response to a court subpoena.

G. Payroll Files

The payroll files of each faculty member shall be kept by the Business Office.

ARTICLE 6 — FACULTY MEMBER EVALUATION

A. Purpose

The Faculty Excellence Program (FEP) manual provides for the regular and systematic evaluation of faculty performance and professional development opportunities to ensure teaching effectiveness in fulfillment of Klamath Community College's commitment to offer quality learning opportunities. The FEP specifies the process and criteria for formative and summative evaluation of faculty members and outlines the components and funding of professional development. The components of the FEP are designed to foster instructional improvement and promote enhancement of faculty performance. Any substantive changes to the FEP manual or processes must be reviewed with faculty prior to implementation.

B. Full-Time Faculty Evaluation Process

All monitoring or observation of work performance of faculty members will be conducted openly and with the full knowledge of the faculty member.

In the spring of each academic year, all full-time faculty members will receive an annual performance evaluation and establish an annual plan for the upcoming academic year. Annual plans will be used as part of a faculty member's evaluation.

The performance evaluation shall be reviewed and signed by the full-time faculty member, a Dean, and the Vice President of Academic Affairs. A copy will be provided to the faculty member and the original will be placed in the full-time faculty member's personnel file.

The faculty member shall be provided a copy of every evaluation, and shall be afforded the opportunity to respond in writing. If the faculty member chooses to respond, the response will be attached to the evaluation and placed in the personnel file.

C. Full-Time Faculty Evaluation

Per FEP manual guidelines, all full-time faculty members will be assessed annually using the following assessment tools:

1. Student course evaluations will be given every class each term; and
2. A class observation will be completed every other year by a Dean or the Vice President of Academic Affairs.
3. A peer evaluation will be completed with a different peer each year; and
4. A self-evaluation will be completed by each faculty member; and
5. A Dean or the Vice President of Academic Affairs will complete an annual academic performance evaluation.

After three years of satisfactory evaluations, the faculty member may continue observations every other year, or complete an approved evidence-based project as defined by the Vice President of Academic Affairs with support from the Faculty Senate.

The administration reserves the right to schedule an in-class observation in accordance with FEP Manual guidelines.

D. Full-Time Faculty Performance Improvement Plan

A regular or grant status full-time faculty member receiving a “Need for Improvement” rating on an evaluation shall be placed on an Improvement Plan. If the College determines it to be the best course of action, a faculty member may also be placed on an improvement plan by the College as the result of the complaint process covered Article 10.

With the approval of the faculty member, the Association will be sent a copy of any Improvement Plan to help assist the faculty member. Further, the faculty member shall have the right to representation, upon request, at any and all meetings called by the College concerning an Improvement Plan. The faculty member shall arrange for representation so that meetings regarding the plan shall not be unreasonably delayed.

1. The faculty member’s immediate supervisor shall hold a conference at which time the faculty member will be given a written improvement plan and will be allowed an opportunity to review the plan with the supervisor. The following applies to the improvement plan:
 - a. Each area in which a “Need for Improvement” is identified on the performance rating will be considered in developing the Improvement Plan. A timeline will also be included.
 - b. The following are some methods which may be utilized in implementing the Improvement Plan. This list is not intended to be exclusive.
 - i. Consultation with colleagues for purposes of assistance in problem areas.
 - ii. Reassignment of duties to facilitate improvement.
 - iii. Additional training or course work.
 - iv. Personal counseling.
 - v. Support and direction by immediate supervisors.

- vi. Consultation with the Center for Academic Innovation.
- c. The faculty member's right to confidentiality shall be maintained.
- d. Improvement plans shall include at least the five sections below with each section containing clearly stated item(s).
 - i. Standard(s) and/or deficiency(ies).
 - ii. Expectation(s) for each standard.
 - iii. How satisfactory achievement of each standard will be determined.
 - iv. Suggestion(s) for achieving each standard.
 - v. Monitoring, assistance, and feedback to be provided by the supervisor.

- 2. The faculty member will be given sixty (60) calendar days to meet the expected level of performance. This period may be extended by mutual consent in thirty (30) day increments to a maximum of one hundred twenty (120) calendar days extension, for a total maximum of one hundred eighty (180) calendar days.

The Improvement Plan timeline will be put on hold during non-duty terms that are not part of the faculty member's regular contract year. The timeline will also be put on hold during College breaks (e.g. Winter and Spring breaks).

The March 15 date for "Notice of Employment" or nonrenewal shall be extended until the end of the plan.

- 3. Normally, plan(s) would be extended to coincide with the end of a regular academic term. Whenever four (4) or more areas of performance need improvement, the College may prioritize the plan into two sequential parts. Satisfactory progress, or completion, of part one will then lead to part two. In this case, each part will have its own timeline. Both parts of the plan must be satisfactorily completed. If, at the conclusion of the improvement plan, the faculty member has met or exceeded the level of performance, the immediate supervisor will notify the faculty member and the plan of improvement shall be discontinued.
- 4. Faculty members who fail to meet the expected level of performance may be terminated or nonrenewed if it meets the standards in Article 25.

E. Faculty Performance Appeals

1. Should a faculty member feel that s/he was not evaluated fairly, the faculty member may appeal to the College President for a change in evaluation rating in accordance with the following appeal process:
2. The faculty member shall complete an evaluation appeal form, which shall include all of the particulars of the situation surrounding the evaluation given and a statement that substantiates the faculty member's perception that the evaluation is unfair.
3. The form shall be submitted to the College President, who shall review the evaluation appeal with the Vice President of Academic Affairs. The Vice President shall respond in writing to the faculty evaluation appeal.
4. If the Vice President's decision is to change the evaluation, it will be so recorded and the appeal process will be deemed completed.
5. If the Vice President's decision is not to change the evaluation and the faculty member is not satisfied with this decision, the faculty member may request that the evaluation appeal process continue.
6. The College President shall appoint four (4) regular-status faculty members from at least two (2) separate disciplines to serve on the Evaluation Appeals Committee. The faculty member involved may strike one (1) of the appointed faculty members. The three (3) remaining faculty members shall serve as the Evaluation Appeals Committee and shall proceed to conduct the evaluation appeal.
7. The Evaluation Appeals Committee will be provided for review the faculty member's written evaluation appeal, the evaluation's written response, and any additional documentation surrounding the evaluation appeal.
8. The Evaluation Appeals Committee will hold a hearing within two (2) weeks of appointment. At the conclusion of the hearing, the Committee will deliberate privately and prepare a written decision to either let the evaluation stand or to change the evaluation rating.
9. The Evaluation Appeals Committee shall submit its decision to the College President upon concluding its deliberation. The decision will include a brief summary of the facts elicited during the hearing, the reasons for the Committee's decision, and a statement of its recommendation.
10. Within two (2) working days of receiving the Committee's decision, the College President will provide the written decision to the faculty member. The Committee's decision is final.

F. Full-Time Faculty Excellence Professional Advancement

To encourage exemplary faculty performance, once every three (3) years of service at KCC, a faculty member may skip a step in the salary schedule. All salary accelerations shall be at the discretion of the College President.

A system of recognizing professional advancement encourages and guides the ongoing balanced evolution of faculty engagement with respect to teaching, professional development, service to the College, and service to the community. The College believes that this system rewards excellence, which enhances the learning experiences of KCC students, facilitates engagement with colleagues and the larger community, and reinforces KCC's mission and strategic plan. Acceleration recommendations may be made to the College President by the Vice President of Academic Affairs, Deans and/or faculty member(s).

Faculty may be recommended for salary advancement for exemplary performance in one or more of the following areas:

- Quality Teaching (Classroom Delivery, Assessment, and Curriculum)
- Professional Improvement
- Service to the College
- Service to the Community

1. Quality Teaching:

The faculty member demonstrates significant competence while striving for excellence in teaching. The individual faculty member has contributed significantly to maintaining and developing the existing curriculum or program area, and to student advising. The faculty member fosters a learning environment that promotes mastery of information competencies, critical thinking, lifelong learning, and student success. The faculty member demonstrates evidence of regular and significant improvement in the quality of teaching.

2. Professional Improvement:

The faculty member must have successfully completed professional development training and coursework. Faculty are expected to take advantage of professional development opportunities pertaining to best practices, innovative and quality teaching techniques, assessment, and student advising.

3. Service to the College:

Faculty are encouraged to take on leadership roles and/or positions and responsibilities. Evidence of service could include, but is not limited to, active participation in: faculty search committees, departmental meetings, all-faculty and

all-employee meetings, shared governance council work, institutional committee work, articulation agreements, faculty mentoring, grant writing, program leadership, contributions to accreditation reporting, data collection, publishing, or presentations at conferences.

4. Service to the Community:

The faculty member serves the community as a resource within her/his discipline or in promoting education by accepting meaningful local, statewide, or national roles.

G. Full-Time Faculty Acceleration Procedures

1. Candidate is nominated by a peer or supervisor with the “Nomination for Acceleration” form and includes it as the first document.
2. Candidate receives written recommendation of his/her Dean or supervisor.
3. Candidate prepares the remainder of the portfolio, including the written recommendation of a Dean and the Nomination for Acceleration Form, and submits the portfolio to the Vice President of Academic Affairs.
4. The Vice President of Academic Affairs shall appoint four (4) regular-status faculty members from at least two (2) separate disciplines to serve on the Faculty Acceleration Committee.
5. The Vice President of Academic Affairs and the Faculty Acceleration Committee will review content in the candidate’s portfolio and prepare a recommendation for submission to the College President.
6. In the event that the candidate does not receive a favorable recommendation for promotion, the Committee will provide to the candidate the reasons for the denial.
7. If the candidate receives a recommendation for acceleration from the Faculty Acceleration Committee, the Vice President of Academic Affairs will meet with the College President to present the recommendation for his/her consideration.
8. All salary accelerations shall be at the discretion of the College President.

H. Probationary and Temporary Full-Time Faculty

Probationary faculty that perform “unsatisfactory” or “needs improvement” may be discharged at any time. Probationary Status Faculty will be assessed annually using the following assessment tools:

1. Student course evaluations will be given every class each term.

2. A class observation will be completed by a Dean or the Vice President of Academic Affairs.
3. A peer evaluation will be completed with a different peer each year.
4. A self-evaluation will be completed by each faculty member.
5. A Dean or the Vice President of Academic Affairs will complete an annual academic performance evaluation.

I. Adjunct Faculty

Per FEP manual guidelines, all adjunct faculty members will be assessed every other year using the following assessment tools:

1. Student course evaluations will be given every class each term; and
2. A class observation will be completed by the Vice President of Academic Affairs or Dean.

A written evaluation will be provided to the adjunct faculty member. A conference regarding the written evaluation may occur upon request by either party.

After two satisfactory evaluations, the faculty member may continue every other year, or complete an approved evidence-based project as defined by the Vice President of Academic Affairs with support from the Faculty Senate.

The administration reserves the right to schedule an in-class observation in accordance with FEP Manual guidelines.

ARTICLE 7 — EMPLOYMENT VACANCY

Definition of Vacancy - A vacancy is defined as any full-time bargaining unit position which has been vacated by reassignment, resignation, termination, retirement, or death; or any new bargaining unit position. When a vacancy occurs, the College President will consult with the Association President regarding whether the position will be filled, eliminated, or reassigned. Full-time and part-time staffing ratios for programs and departments will be considered.

A. Full-Time Faculty

1. Posting of Vacancy Notices – Administration-approved full-time faculty position vacancies shall be posted on the College's website and the staff bulletin board, e-mailed to KCC Faculty and to the Association President. The posting shall include the required qualifications. Postings shall be left open for a minimum of ten (10) working days.
2. Qualified full-time and adjunct faculty members with a “Satisfactory” evaluation rating (see Article 6 - Faculty Evaluation) who apply for a vacant posted full-time faculty position will be offered an interview for such.
3. The College shall include full-time faculty members in the process of hiring full-time faculty.

B. Adjunct Faculty

1. Full-time faculty members may recommend candidates for selection.
2. The College requires an employment application from all employees.
3. It is not the intent of Klamath Community College to utilize adjunct faculty to replace full-time faculty positions.
4. For distance learning, the College will first seek to hire qualified local faculty members.

ARTICLE 8 —PERSONAL LIFE

Klamath Community College recognizes that the personal life of faculty members is not an appropriate concern of the College except to the extent that such activity affects the faculty member's ability to perform his or her job at the College.

ARTICLE 9 — GRIEVANCE PROCEDURE

A. Objective

It is the declared objective of Klamath Community College and the Association to strive for a prompt and orderly resolution of all grievances and to provide an orderly and expeditious procedure for such resolution.

B. Grievance Definition

A grievance is defined as an allegation by a faculty member, a group of faculty members, or the Association that the College has violated a specific provision of this Agreement.

C. Time Limits

1. For purposes of this grievance procedure only, the term “contract day” shall specifically refer to the days in a faculty member’s individual employment agreement.
2. The time limits specified in this Article shall be binding on all parties.
3. Time limits may be waived or extended only by written mutual agreement of the grievant and the College and may not be waived or extended by an arbitrator. However, the parties agree to expedite the process whenever possible. In any case in which the parties have mutually agreed to an extension of a time limit, the next time limit runs from the date on which the previous step has been fulfilled, not from the time it would have been fulfilled had the previous deadline not been extended.
4. Neither party will withhold an extension/waiver unreasonably. Special considerations, for reasonableness, should depend on the seriousness of the issue, the accessibility of the parties, and legal ramifications.

D. Informal Procedure

1. A faculty member, members, and/or the Association must initiate a grievance informally with the Executive Director of Legal and Human Resources. This must be done within ten (10) contract days of the occurrence of the event or condition that gave rise to the alleged grievance or within ten (10) contract days

from when the grievant knew or reasonably should have known of the event or condition.

2. The faculty member, members, and/or the Association and the Executive Director of Legal and Human Resources shall have five (5) contract days to resolve the grievance informally.

E. Formal Procedure – Step One

1. If the grievance is not resolved informally according to Section D, above, then within five (5) contract days, the grievant shall reduce the grievance to writing. The grievance shall be dated, signed, and filed with the Vice President of Academic Affairs, and shall include the following:
 - a. The specific factual basis of the grievance;
 - b. The specific individuals involved;
 - c. The specific provision or provisions of this Agreement allegedly violated; and
 - d. The specific remedy sought which will resolve the grievance. This first written document shall include the full and complete statement of the grievant.
2. After filing, no new allegations may be added. The document may be amended for clarification only.
3. The Vice President of Academic Affairs shall be given the written grievance and will note receipt of the same by countersigning and dating the original. The Vice President of Academic Affairs shall give a copy of the signed grievance to the grievant.
4. The Vice President of Academic Affairs shall respond to the grievance, in writing, within ten (10) contract days after receipt of the signed and dated grievance.

F. Formal Procedure – Step Two

1. If the grievance is not resolved to the satisfaction of the grievant after receipt of the of Vice President of Academic Affairs' response in E.3 above, the grievant may submit the written grievance to the College President; provided, however, that the written grievance must be filed with the College President's office within

ten (10) contract days after the receiving the response of the Vice President of Academic Affairs.

2. The College President shall give his/her written grievance response to the grievant within ten (10) contract days after receipt of the timely-filed Step Two written grievance.

G. Arbitration -- Step Three

1. If no settlement is reached at Step Two, the Association may, in its sole discretion, within ten (10) contract days after the Step Two answer, request by written notice to the College President, that the grievance be arbitrated, provided that the grievance presents an arbitral matter, as defined in this Article.
2. Within ten (10) contract days after the written notice described in G.1, above, has been given to the College President, the parties will attempt to mutually agree on the selection of an arbitrator, or failing that, request a list of five (5) arbitrators from the State Employment Relations Board Conciliation Service Division. Upon receipt of the list, the parties shall alternatively strike names until one (1) name remains, at which time the matter to be arbitrated will be submitted to the identified arbitrator.
3. The arbitrator so selected shall hold hearings, and after holding such hearings and considering facts and evidence that the parties presented at the hearing, shall render a Findings of Fact and a Decision. The procedural rules of the American Arbitration Association shall apply.
 - a. The arbitrator shall consider only the facts and evidence submitted to him/her at the hearing, and the express terms of this Agreement. The arbitrator shall not change, modify, or add to the provisions of this Agreement.
 - b. Only grievances which involve an alleged violation by the College of a specific section or provision of this Agreement which are presented to the College in writing and which are processed in the manner and within the time limits provided in this Article shall be subject to arbitration.
4. The arbitrator's fees and expenses shall be borne equally by the parties. The arbitrator's decision within the time limits prescribed in this Article shall be final

and binding upon the College, the Association, and the faculty member affected, consistent with the terms of this Agreement. Arbitration will proceed in accordance with ORS §243.706 and OAR §240.086-088.

ARTICLE 10 — COMPLAINT PROCEDURE

- A. Purpose: The purpose of the Student Complaint Procedure is to provide an expedient and orderly method for resolving student complaints that may arise. This procedure does not include complaints of alleged criminal activity or harassment, Title IX violations, or grade appeals. The Student Complaint Process provides both an informal and a formal process to facilitate, investigate, and resolve a concern made about a faculty member by a student. The informal process shall precede the formal process.
1. A determined effort shall be made to settle such differences at the lowest possible level in the complaint procedure.
 2. The informal process, through cooperative and collaborative meetings with the parties involved, shall seek to facilitate the resolution of the issue(s) in an equitable manner that is acceptable and amenable to all parties. If the informal process fails to resolve the issue, the student has the option of moving the complaint to the formal process.
 3. We encourage the use of open and honest communication, following the student code of conduct, and *professional faculty standards* to promote a safe learning environment.
 4. For minor difficulties, KCC encourages individuals to resolve complaints or concerns at the lowest, most direct level as this is good practice for work and life.
- B. Informal Complaint Procedure: Student complaints shall proceed in the following manner and time requirements, unless mutually agreed upon in writing by all parties to the complaint. All such agreements shall be reduced to writing, must specify a deadline date for the resumption of the complaint procedure, and be signed by the College, two officers of the Association, the complainant, and any and all other parties to the complaint. If the student comes to the faculty member's department chair, Vice President of Academic Affairs, Dean, or other college employee, the student shall be informed of the process.
1. Step One- Student/Faculty Meeting: The student contacts the faculty member within ten (10) working days in which the alleged action of concern occurred. This request must be in writing and should briefly describe the actions or omissions by the faculty member and state the student's desired outcome. Email communication will satisfy this requirement.
 - a. The student and faculty member will schedule a meeting to informally discuss the student's concerns. This meeting should be held at the earliest possible time based on the current academic schedule and availability of the faculty member.
 - b. If the concern is not resolved at this informal meeting, and the student wishes to submit a complaint, the student has (5) working days to do so with the campus incident/complaint reporting form. Once submitted, the information will be reviewed by the Title IX officer and the Student Conduct Officer to determine the next appropriate steps, which may include meditating the concern with the involved faculty member to come to a satisfactory resolution

for both parties, or referring the complaint to Student Services, Human Resources, or academic dean, as appropriate. If the concern is not resolved at this informal meeting, the student has 5 working days to initiate step 2 by contacting the *academic dean*.

2. Step Two - Student/Faculty, (Program/Discipline lead, at faculty discretion)/Dean Meeting:
 - a. The Dean will verify that Step One has taken place and then the Dean shall set a meeting with the student, faculty member, and Program/Discipline lead, at faculty discretion)/within five (5) working days of receipt of the complaint.
 - b. The meeting arranged by the Dean in (2)(a) above shall be a confidential conversation with the student, faculty member, and Program/Discipline lead, at faculty discretion whereby a reasonable and agreeable resolution is sought using the interest-based approach.
 - c. If an agreement is not reached in the informal meeting above, then within five (5) working days after the meeting, the Dean shall prepare a written decision on how best to resolve the complaint.
 - i. The Dean shall meet face-to-face with the faculty member to share their findings, recommendations, and decision before meeting with the student.
 - ii. If the faculty member disagrees with the Dean's finding:
 - 1) The faculty may advise the Dean that they would like the complaint forwarded to the Student Complaint Committee via the "Formal Complaint" procedure.
 - 2) In this event, the Dean notifies the student in writing of their decision and advises the student that the complaint is to be forwarded to the Student Complaint Committee for final determination.
 - 3) If the faculty member does not request at the meeting that the complaint be heard by the Student Complaint Committee, then the Dean shall provide their written findings, recommendations, and decision to the student and advise the student that they have five (5) working days to appeal the decision to the Student Complaint Committee (i.e., move to the Formal Complaint Procedure).

C. Formal Complaint Procedure (Appeal to the Student Complaint Committee):

1. In the event that the faculty member or student disagrees with the Dean's decision, a formal process for resolution following the informal process may then begin. The initiation of the formal process must be filed in writing and submitted to the VPAA within five (5) working days of the Dean's informal decision.
2. The appealing party must submit a written statement to the VPAA which must explicitly state how they disagree with the Dean's findings and decision.
3. The VPAA must forward the statement to all parties and members of the Committee within five (5) working days of receiving the statement.
4. The faculty member, the College, and/or the student may have representation.

5. Within five (5) working days of receiving the statement, the Committee chair shall schedule a hearing. At least ten (10) working days before the hearing the chair must inform all parties of the time, place, and date of the hearing. All reasonable steps must be taken to make the hearing convenient to all parties.

D. Student Complaint Committee: The Student Complaint Committee shall consist of the following five (5) persons:

1. One regular status faculty Association officer appointed by the Association.
2. One regular status faculty member outside the involved faculty member's department appointed by Association (determined at time of complaint).
3. One regular status faculty appointed by the mutual consent of the VPAA and the Association.
4. One professional staff with a Baccalaureate degree or greater to act as a student advocate appointed by the College.
5. The VPAA shall be appointed by the College and act as chair. In the event that the VPAA may not serve including but not limited to conflict of interest, then a chair shall be selected by mutual agreement of the VPAA and the president of the Association.

E. Student Complaint Committee Procedures:

1. The Committee shall conduct the meeting in the order as follows:
 - a. The meeting(s) shall be closed to the public unless by mutual agreement of all parties. Such agreement shall be reduced to writing and signed by all parties and the Committee chair.
 - b. The minutes of the proceedings shall be recorded by a confidential secretary chosen by the Committee chair.
 - c. Any party may request a copy of the minutes and be given a copy if requested.
 - d. The Committee members may question parties, witnesses, or documentation at any time.
 - e. The party disagreeing with the Dean's decision shall present evidence, including witnesses, documentation, or other evidence first, followed by the other party's presentation.
 - f. The Committee shall have the sole right to determine what evidence may be considered. Such determination shall not be prejudicial against either party. It is suggested that the Committee err on the side of caution with a just decision being the ultimate desire.
 - g. The Committee shall have ten (10) working days to make a determination. During the ten (10) working days, the Committee shall have the right to independently investigate the issues of the case. The Committee shall have the right to ask the parties for clarification of evidence; however, both parties shall be informed of the communication of clarification by the Committee. h) Within ten (10) working days, the Committee shall submit a written decision to the parties.

2. The decision of the Committee shall be final with no further appeal available to either party.
3. Faculty members may have recourse to the grievance procedure in this CBA.
4. Any disciplinary action resulting from the complaint must adhere to Article 25 - Discipline and Discharge, of this agreement.

Definitions for this Article: a) Working Days: “Working days” or “work days” as used in this agreement shall be defined as in the grievance process.

Academic Freedom: No complaint may be decided against an Association member that may infringe upon the member’s academic freedom as expressed in Article 4 of this Agreement unless such acts can be shown to be egregiously arbitrary or capricious.

ARTICLE 11 — EMPLOYMENT STATUS & NOTIFICATION OF ASSIGNMENTS

A. FULL-TIME FACULTY

1. Regular Status

- a. A full-time faculty member who has successfully served a probationary period of two (2) consecutive full years shall attain regular status. The option of a third year of probation if faculty does not meet the KCC standard.
- b. Current full-time faculty members who have successfully completed probation at Klamath Community College shall attain Regular Status.

2. Probationary Status

- a. Each new full-time faculty member is in a Probationary Status and shall be required to serve a probationary period of two (2) full years. The option of a third year of probation if faculty does not meet the KCC standard.
- b. A probationary status faculty member will be employed under a one (1) year agreement which may be renewed at the discretion of the College.

3. Temporary Status

- a. A full-time faculty member hired for a pre-determined time period not to exceed four (4) consecutive terms is in a Temporary Status. However, a temporary full-time faculty member's term of service may be renewed for an additional four (4) consecutive terms at the discretion of the College President.
- b. Time spent in a Temporary Status shall apply towards attainment of Regular Status.

4. Grant Status

- a. A faculty member whose program or position is funded by special, private, or public grants outside the College's General Fund budget shall be considered to be on "grant status" while employed under such programs. However, this shall not apply to a faculty member who has attained regular status prior to accepting an assignment in a special grant-funded program. Such faculty member shall retain his/her regular status.

- b. Members initially employed for grant status positions shall be subject to the normal faculty recruitment and selection process.
- c. Grant status faculty members may be given employment contracts for less than the completion of the fiscal year or for the duration of the grant.
- d. Grant status faculty members whose performance is satisfactory shall be offered re-employment in the same position if the grant program in which the member was employed is renewed for the ensuing year.
- e. Time spent in grant status shall apply towards the attainment of regular status if the faculty member receives employment, without interruption, in a General Fund position in the bargaining unit.

5. Letters of Intent Notice/Notification of Assignment

- a. Full-time faculty members shall receive notices of intent of renewal or nonrenewal for the following academic year by March 1st which includes their specific step increase.
- b. Each full-time faculty members shall notify the College in writing of his/her intent to accept or reject continued employment by March 15th. Failure to respond in writing to the College's notification by March 15th shall be considered a resignation.
- c. Full-time faculty members will be notified several weeks prior to the start of a term of possible class cancellations. The faculty member and his or her supervisor will agree upon an alternative course assignment, as needed.

6. Adjunct Faculty

- a. Adjunct Faculty are faculty contracted to teach a specific credit course or credit courses on a term to term basis.
- b. It is the goal of the College that Adjunct Faculty members will be contacted regarding proposed teaching/work assignments for each term at least three (3) weeks prior to the start of each term. It is understood that these assignments can be changed because of unforeseeable circumstances, such as insufficient enrollment for the course or scheduling conflicts.
- c. Adjunct Faculty members will receive notification of their contract by the second week of the term which will include their specific step.

ARTICLE 12 —COLLEGE ACADEMIC CALENDAR

A. Adoption of Calendar

The Academic Calendar will be referred to the Association for review and recommendation, prior to adoption.

B. Holidays

1. The College observes twelve paid holidays annually: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, and Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. The College shall be closed on these days. In the event that a designated holiday falls on a weekend, the College will establish the day on which the College will be closed.
2. Faculty members will not be expected to work on College-observed holidays that occur during their scheduled period of employment.

E. College Closure

1. Closure of the Campus due to inclement weather or other environmental conditions is a decision based on concerns for the safety of employees, students, and visitors.
2. Campus Closure means that classes and student activities have been canceled, all College offices are closed, and faculty members are not expected to report for work.
3. When there is an authorized Campus Closure, faculty members will be paid for the time missed from scheduled work due to the closure not to exceed three (3) days.

ARTICLE 13 —WORK DAY, WEEK AND YEAR - FULL-TIME FACULTY

A. Normal Work Day

Faculty are expected to work a substantive portion of all contracted work days. The normal faculty work day will not exceed nine (9) consecutive hours. Clinical nursing faculty work days will not exceed ten (10) consecutive hours and clinical nursing faculty may be approved to work 4 days a week. Exceptions will be mutually agreed upon between the faculty member and the Vice President of Academic Affairs.

B. Normal Work Week

The Board recognizes that the performance of professional duties cannot necessarily be contained within traditional work hours. However, the Board and the community expect the full-time faculty member to devote forty hours (40) each week to preparation, instruction, student conferences, and other work of the College community. During the regular academic year, the full-time faculty member is expected to devote weekly at least

1. Fifteen (15) hours of student instruction and/or student to instructor engagement.
2. Five (5) scheduled office hours on days and at times faculty finds appropriate to student needs; and
3. Five (5) additional unscheduled campus hours in student contact, consultation with colleagues, or other professional work; and

C. Normal Work Year

1. 9-Month Full-Time Faculty normal work year shall be 174 days, as scheduled by the Administration during fall, winter, and spring terms each academic year. Nine-Month Full-Time Faculty may be approved by the Vice President of Academic Affairs to teach any three terms in an academic year, as necessitated by the academic program or as requested by the faculty member.
2. 12-Month Full-Time Faculty normal work year shall be 219 days, as scheduled by the Administration during the summer, fall, winter, and spring terms each academic year.

ARTICLE 14 — WORKLOAD FACULTY

A. Definitions:

Instructional Load - Full-time faculty members will not be required to teach in excess of 17/18 credits in any single term. The administration will strive to limit the number of preps for faculty.

9-Month Faculty - nine-month (174-day) faculty assigned to and responsible for teaching a full-time instruction load (44-45 credits per academic year) or equivalent duties (as determined by the College) during three (3) terms each academic year. Nine-month faculty members who may be required to teach during summer terms for their programs will be paid at a 9-month faculty daily rate for the additional contract days and will perform all of their regular faculty duties per Article 13. The Facilities Department will work together with instructors to assist with the maintenance for labs and shops, as well as building and grounds needs.

12-Month Faculty - twelve-month (219-day) faculty assigned to and responsible for teaching a full-time instruction load (56) credits per academic year) or equivalent duties (as determined by the College) during four (4) academic terms each academic year. Faculty are considered 12 month when a program requires them to teach four (4) terms in an academic year. The Vice President of Academic Affairs may, if mutually agreed upon by the faculty member, assign any faculty to be 12-month. The Facilities Department will work together with instructors to assist with the maintenance for labs and shops, as well as building and grounds needs.

Adjunct Faculty - faculty contracted to teach a specific credit course or credit courses on a term-to-term basis.

Program /Discipline Leads- faculty assigned to and responsible for performing program or discipline duties for an academic department. Program /Discipline Leads can be either be nine (9) month faculty or twelve (12) month faculty and will receive at least a four (4) credit load reduction or four (4) credit overload workload each academic year.

Discipline Dual Credit Leads- faculty assigned to and responsible for performing dual credit duties for an academic department. Dual Credit Leads can be either be nine (9) month faculty or twelve (12) month faculty and will receive at least two (2) to six (6) credits load reduction-or credit overload workload each academic year. Request for additional course load reduction will be mutually agreed upon by faculty and their supervisor.

Lab Coordinator- if faculty are assigned to and responsible for performing science lab duties for the science department. He/she can be either a nine (9) month faculty or twelve (12) month faculty and will receive a two (2) credit load reduction per term or two (2) credit

overload per term. The lab coordinator position is an appointed position. This appointment shall be voluntary. The Vice President of Academic Affairs appoints the Lab Coordinator.

Chemical Hygiene Officer- if faculty are assigned to and responsible for performing chemical hygiene duties for the college. He/she can be either a nine (9) month faculty or twelve (12) month faculty and will receive a two (2) credit load reduction per term or 2 credit overload per term. The Chemical Hygiene Officer position is an appointed position. This appointment shall be voluntary. The Vice President of Academic Affairs appoints the Chemical Hygiene Officer.

B. Instructional load:

Annually, faculty will meet with their departments and supervisor to review course and instructional modality preferences.

1. Credits taught by a full-time faculty member, regardless of the mode of delivery, shall be weighted as follows:
 - 1.0 per credit for lecture courses
 - 1.5 per credit for lecture/lab combined courses (Reference COGs for appropriate lecture and lecture/lab combination)
 - 1.25 per credit for writing
 - .67 per contact hour per week for physical education courses
 - .75 per contact hour per week for lab courses
 - .90 per contact hour per week for nursing clinical courses
 - .125 per student for a 1 credit course of cooperative work experience (CWE)
 - .125 per student for a 1 credit course independent study supervision courses
 - .125 per student for a 1 credit course with enrollment less than 8 students (based on second-week enrollment)

2. The College will strive to achieve the following class size goals:
 - Labs 24 students
 - Lecture 30 students
 - WRI 24 students
 - Developmental education class
 - MTH 010 25 students
 - MTH 020 25 students
 - WRI 090 20 students
 - DE classes will align with face-to-face size goals
 - Synchronous classes combined enrollment will align with class size goals

Class sizes will not exceed:

- Labs 28 students

- Lecture 35 students (unless an oversized class is agreed to)
- WRI 28 students
- Developmental education class
 - MTH 010 28 students
 - MTH 020 28 students
 - WRI 090 25 students
- DE classes will align with face-to-face class size limits
- Synchronous classes combined enrollment will align with class size limits
- HyFlex classes will not exceed 20 students. HyFlex classes with more than 20 students will be split into two classes in consultation with the instructor.

3. Oversized Classes

Those teaching classes, in any modality, that involve:

- Courses with 36 to 40 students (based on second-week enrollment) will receive an additional 1.0 credit per course. Courses with 41-45 students (based on second-week enrollment) will receive 1.5 credits per course.
 - Oversized classes must be approved orally or in written form by the Vice President of Academic Affairs or her/his designee and mutually agreed upon orally or in written form by the faculty member.
4. Classes should be cancelled at least 7 days before the start of the term except for programs that regularly have late admission students. Ex. Apprenticeship and Aviation classes.
 5. Low enrollment classes. For classes with enrollment less than 8 students (based on second-week enrollment), the instructor may choose the mode of delivery
 6. Low enrollment classes. For classes with enrollment less than 8 students a week before the term starts, the instructor may choose the mode of delivery.
 7. HyFlex classes will be weighed at the full workload rate regardless of the class size.
 8. Request for course reduction, change in workload loading or load adjustment.
 - Faculty members may request an instructional load reduction, workload loading or load adjustment from the Vice President of Academic Affairs.

C. Additional Duties:

Faculty should initiate the discussion with their supervisor if they are experiencing unexpected changes in workload or other duties that may qualify for additional work loading or load adjustment.

Duties should be reviewed with faculty between Spring and Fall term.

1. Duties of all Faculty:
 - Teach assigned courses using best practices and current pedagogy
 - Review and evaluate student progress-assign grades
 - Document that the section the individual faculty member teaches is adequately assessed for student learning and course outcomes.
 - Faculty members are encouraged to be active members of their community.
 - Revise, update and develop their class curriculum and content.
 - Maintain certifications and licenses required for positions.
 - Develop professionally through study and other professional growth activities.

2. Recommended duties of adjunct faculty
 - Attend Convocation
 - Attend Commencement
 - Attend employee and faculty meetings
 - Maintain office hours and on-campus presence or advising
 - Participate in departmental or discipline-specific meetings

3. Required Additional Duties of all Full-Time Faculty:
 - Attend Convocation
 - Attend Commencement
 - Attend employee and faculty meetings
 - Maintain office hours and on-campus presence advising and other responsibilities as specified in Article 13.
 - Participate in departmental or discipline-specific meetings
 - Participate in “Search Committees”.
 - Faculty members may be assigned to serve on one committee or on a shared governance council.
 - Complete a Peer evaluation per FEP

4. Additional duties of the Chemical Hygiene Officer:
 - Routinely updates and maintains the KCC Chemical Hygiene Plan
 - Monitors the procurement, use, storage, and disposal of chemicals
 - Conducts regular inspections of the laboratories, prep rooms, and chemical storage rooms, and submits detailed quarterly lab inspection reports to the Vice President of Academic Affairs
 - Provides training for faculty members engaged in the laboratory use of hazardous chemicals

- Maintains inspection, personnel training, and inventory records of equipment and chemicals
- Ensures that laboratory personnel comply with the KCC Chemical Hygiene Plan
- Assists laboratory instructors in developing and maintaining adequate facilities
- Ensure that personal protective equipment is available and properly used by each laboratory instructor, student, and visitor
- Provides budgetary arrangements to ensure the health and safety of the faculty, staff, visitors, and students
- Seeks ways to improve the chemical hygiene program
- Fulfills all of the duties of the OSHA-mandated chemical hygiene officer

5. Additional duties of a Program/Discipline lead:

All program/discipline leads must complete the following tasks:

- Function as information program point of contact for students, staff, faculty, and the community.
- Design, update, align program curriculum regarding depth, breadth, and appropriate sequencing of classes.
- Provide assistance with updating marketing, catalog, and web concerning program requirements.
- Develop and update articulations to transfer institutions
- Review and approve transcript evaluations, waivers and/or course substitutions
- Assist with tracking and assessing program/discipline students
- Participate in accreditation and strategic planning activities
- Assist with Advisory Council Committees.
- Dual credit work for program leads and as assigned for discipline leads.

6. Additional duties of a Lab Coordinator:

All lab coordinators must complete the following tasks:

- Support the science faculty and students
- Liaison between the science lecture faculty and the science lab faculty
- Organizes and maintains science equipment
- Performs minor repairs as needed
- Prepares equipment, materials and chemical for all the science labs
- Helps train student employees in the science lab
- Works closely with the Chemical Hygiene office

D. Request for course reduction, change in workload loading or load adjustment

Faculty members may request an instructional load reduction, workload loading or load adjustment from the Vice President of Academic Affairs

E. Extra Duty Course Reduction

Extra duty course reductions of 1-6 credits may be given for substantive work in a variety of areas. Examples of work that, if substantive, might warrant a workload reduction could include grant work, new program development, facility design work, etc. Faculty members may request an instructional load reduction, work loading, or load adjustment from the Vice President of Academic Affairs.

Faculty are not required to perform extra duties. All extra duties shall be voluntary.

Extra duties may be performed by adjunct faculty members and will be compensated at the adjunct per-credit rate, unless there is an hourly rate specified.

F. Extra duty course reductions for club advisors will be as follows:

A reduction of at least 2 to 6 credits will be given to advise Nationally Chartered. Reductions of at least 1 to 4 credits for other KCC local clubs, as mutually agreed upon by the faculty, advisor, and their supervisor.

Club advisors must satisfactorily perform the club advisement duties that are specified in Appendix E. Unexpected changes to time, effort, and/or travel should be discussed between the faculty and their supervisor.

List of chartered clubs:

- Collegiate Farm Bureau (FBLA)
- Phi Beta Lambda (PBL)
- Phi Theta Kappa (PTK Honor Society)

KCC local clubs change frequently. Examples of KCC local club types include, but are not limited to:

- Discipline-related clubs, such as Math, Science, or Writing
- Program related clubs, such as CJA club, EDU club, or Nursing club
- Diversity-related clubs
- Culture-related clubs, such as Native American club
- Sports-related clubs

G. Extra duty course reduction for Faculty Senate President is a 4-credit reduction

H. Extra duty course reductions for KCCFA President is a 4-credit reduction

I. New Course Preparation/Curriculum Development and/or Revision: Faculty should initiate the discussion with their supervisor if they believe additional workload is required to develop or redesign courses:

1. The development of a new course(s) or the redesign of exiting course(s), can be initiated by the College or requested by the faculty and approved by the Dean or Vice President of Academic Affairs. A workload reduction or additional compensation will not be provided for developing or revising courses where the changes are to keep the course content current (see Article 17.G.4). The request shall include a description of the course objectives, student outcomes, updated COG, and assessments. The faculty member must seek and receive approval for the new course(s) through Curriculum Council.

Compensation for the new course development or course redesign will be on a course-by-course basis. No work shall be done prior to reaching a mutual agreement between the faculty member and the supervisor on scope and cost. A faculty member who agrees to accept an assignment for developing a new course shall receive a workload reduction or additional compensation through a preapproved stipend rate.

J. Advising Credit Load Reduction

The Vice President of Academic Affairs will assign an advisement load to all full-time faculty members. As an alternative to an advisement load, the Vice President of Academic Affairs may assign, in consultation with the faculty member, equivalent duties such as an additional course or lead duties. When equivalent duties are assigned, the KCCFA President will be informed. Faculty should initiate the discussion with their supervisor regarding workload related to advising if they are experiencing time or obligations that exceed expectations. These may qualify for additional work loading or load adjustment.

1. Advisee assignments above the 25 students per term threshold shall be voluntary and mutually agreed upon between Faculty and the Vice President of Academic Affairs.
2. Full-time faculty, other than Program Leads, have the option to opt out of their advising duties. In exchange, their workload credits shall increase 1 credit per term.
3. Advisees should be assigned by program and career community.
4. Advising credit load reductions per term will be as follows:

Advising:	Work load credit:
0 students per term	-1.0
19 – 25 student per term	0
26 – 37 students per term	0.5
38 – 50 students per term	1.0
51 – 75 students per term	2.0
76 – 88 students per term	2.5
89 – 100 students per term	3.0

5. Advising Software

- a. Faculty advisors will be provided with accurate and efficient advising software and related systems.
- b. Changes to or selection of software or other academic advising systems and/or software shall include input from a faculty team or committee.

K. Overload

Overloads: An overload shall be defined as workload credits in excess of forty-five (45) in one academic year for a nine (9) month faculty or fifty-six (56) credits for a twelve (12) month faculty. Overloads will not be paid until a faculty member exceeds forty-five (45) (9-month faculty) workload credits or fifty-six (56) credits per academic year (12-month faculty). Compensation for the overload shall be computed at a per-credit rate of eighty percent (80%) of Step 1 on the Full-Time salary schedule (Appendix A) divided by 45 credits for a 9-month faculty or (56) credits for a 12-month faculty and paid at the end of the spring term unless the faculty member requests payment at the end of the term in which the load is taught.

L. Summer Session Compensation:

Summer Session:

Compensation for Full-Time Faculty for summer term instruction shall be computed at the highest adjunct rate according to Appendix B.

Full-Time Faculty members shall have the right of first refusal for assignment to teach summer session courses. Full-Time Faculty members must commit to teaching summer term courses in a timely manner or within three (3) working days of notification.

ARTICLE 15 —INSTRUCTIONAL MATERIAL AND GRADING

A. Selection of Textbooks and/or Materials

The members of the department will select the appropriate textbooks and/or other instructional and informational materials for their subject areas in accordance with the policies and guidelines of the College. Alternate textbooks and other instructional or informational material may be utilized if approved by the department.

B. Determination of Student Grades

Faculty members shall maintain the right and responsibility to determine grades.

C. Grade Appeals

1. Should a student feel that s/he was not graded fairly and has previously discussed the issue with the instructor, the student may appeal to the Vice President of Academic Affairs for a change in grade in accordance with the following appeal process.
2. The student shall complete a grade appeal form, which shall include all the particulars of the situation surrounding the grade given and a statement that substantiates the perception of the student that the grade assigned is unfair.
3. The form shall be submitted to the Vice President of Academic Affairs, who shall review the grade appeal with the instructor. The instructor shall respond in writing to the student's grade appeal.
4. If the instructor's decision is to change the grade, it will be so recorded and the appeal process will be deemed completed.
5. If the instructor's decision is not to change the grade and the student is not satisfied with this decision, the student may request that the grade appeal process continue.
6. The Vice President of Academic Affairs shall appoint four (4) faculty members from at least two (2) separate disciplines to serve on the Grade Appeals Committee. The instructor involved shall, if desired, strike one (1) of the appointed faculty members. The three (3) remaining faculty members shall serve as the Grade Appeal Committee and conduct the grade appeal process.
7. The Grade Appeal Committee will be provided with the student's written grade appeal, the instructor's written response, and any additional documentation surrounding the grade appeal.

8. The Grade Appeal Committee will hold a hearing within two (2) weeks of being appointed. At the conclusion of the hearing, the Committee will deliberate privately and prepare a written decision to either let the grade stand or to change the grade.
9. The Grade Appeal Committee shall submit its decision to the Vice President of Academic Affairs upon concluding deliberations. The decision will include a brief summary of the facts elicited during the hearing and the reasons for the Committee's decision. A specific recommendation will be stated.
10. Within two (2) working days of receiving the Committee's decision, the Vice President of Academic Affairs will provide the written decision to the instructor and the student. The Committee's decision is final.

ARTICLE 16 —OWNERSHIP OF INSTRUCTIONAL MATERIALS

Intellectual Property Rights - It is the philosophy of the College to create an environment that encourages the creative efforts of the faculty in the development and protection of intellectual property that serves the institutional mission of the College.

A. Faculty Member Expense

The ownership of any materials, processes, or products developed and/or produced on a faculty member's own time and at no expense to the College shall vest and be copyrighted or patented in the name of the faculty member.

B. College Expense

The ownership of any materials, processes, or products developed and/or produced for the College entirely at the College's expense and on the College's time shall vest and be copyrighted or patented in the College's name. A written agreement between the College and the faculty member shall be entered into prior to the beginning of such development or production.

C. Faculty Member Expense with College Resources

In those instances in which materials, processes, or products have been developed and/or produced by a faculty member by way of his or her own personal time and with College support, facilities and/or other College resources shall vest and be copyrighted or patented as follows:

A written agreement between the College and the faculty member shall be entered into prior to the beginning of any such development or production which specifies the ownership. The written agreement will specifically identify the materials, processes, or products which are included under the terms of the agreement and will delineate the authorization and degree to which College resources are to be provided and/or may be utilized.

A faculty member shall have the right to have the aforementioned written agreement reviewed at his or her own expense prior to entering into the agreement.

ARTICLE 17 —INSTRUCTIONAL MODALITIES

A. Definitions

This section refers to terminology related to formal educational processes delivered in a variety of formats.

Remote Asynchronous

A distance delivery course where each learner receives or interacts with the course content on his or her own schedule.

Remote Synchronous

A distance delivery course where all of the learners receive and interact with the course content and the instructor at the same time.

Remote Blended

A distance delivery course that combines asynchronous and synchronous modalities.

Hybrid

A hybrid course integrates distance content delivery and in-person instruction where there is no physical separation from the instructor. All students in a hybrid course are expected to undergo the same combination of remote and in-person activities.

In-person

An in-person course offers face-to-face contact with instructors and fellow learners in the same physical space and in real time. An in-person course is not a distance education, hybrid, or HyFlex.

HyFlex

HyFlex course integrates distance delivery and in-person instruction modalities. Students are given choice in how they participate in the course and engage with material in the mode that works best for them over the course and from session to session.

B. Faculty Participation

1. It is not the intent of the College to force faculty into any given delivery format. As the College implements new modalities for the delivery of instruction, reasonable efforts will be made to match department needs, instructor talents and experience, and subject matter to appropriate modalities.
2. All faculty should have opportunity to deliver instruction utilizing methods best suited to the subject and the faculty's expertise. New hires should be able to demonstrate experience in delivery via multiple modalities.

3. Regardless of modality, all courses should be developed on the college's adopted learning management system.
4. In the event faculty load is not met, Faculty should initiate the discussion with their supervisor if they are experiencing unexpected changes in workload.

C. Scheduling

1. Annually, faculty will meet with their departments and supervisor to review course and instructional modality preferences.
2. Course assignment decisions should be a balance of serving student needs, matching faculty to their best talent, and ensuring instructional load of full-time faculty is met.
3. Faculty who individually have developed new or revised courses shall have the first right to teach such courses, in order to refine and revise for a period of one (1) year after the course is developed.
4. Academic departments who have collectively developed new or revised courses shall recommend the most appropriate faculty to teach, refine, and revise for a period of one (1) year after the course is developed.
5. Prior to publication of a class schedule, faculty shall be notified and a request for correction solicited. It is the responsibility of the faculty member to ensure the changes are made to the schedule.

D. Adoption of new technologies

Faculty shall be involved in the selection and adoption process for technologies or delivery modalities that impact teaching and advising. Faculty participants are expected to communicate with faculty at large, such as through Faculty Senate.

E. Expectations of all modalities

1. All courses should be developed on the College's adopted learning management system.
2. All KCC courses will have the same standard of rigor, course content, and instructional quality regardless of delivery modality.

F. Technology, training and professional development

1. Training and professional development opportunities specific to modalities of instruction will be offered to faculty on a regular basis.

2. The College will designate a common learning management system that it will provide and support.
3. The College shall ensure that access to adequate technical support personnel is available for faculty.
4. The College shall provide the faculty member with the necessary hardware, software, training, and access to teach courses in any modality.
5. All new faculty will be required to complete technology training provided by the Center for Teaching and Learning prior to teaching their first class.

G. New program or course - all modalities

1. New programs shall be given marketing support specific to the program in order to grow.
2. In new programs, new low enrollment classes will be fully loaded regardless of class size for a probationary period of one (1) year.
3. Faculty who proposed to develop a new class or adapt an existing class to a new modality may apply for stipend or workload reduction adjustment. Reference 14.1.i.
4. Some courses must undergo more than normal keeping-up-to-date revision. In such cases, faculty may apply for additional workload reduction or a course development stipend. Examples of relevant programs include, but are not limited to, Digital Media, Computer Engineering, Cybersecurity, and Computer Applications

H. Remote Employment

1. It is the intent of the College to attract and retain faculty best suited to KCC's culture and fulfilling the college mission. In certain circumstances remote employment may be in the College's best interest. Either Administration or academic Departments may propose a fully remote faculty position, with approval and position description(s) requiring agreement by Administration and the Faculty Association.

ARTICLE 18 —ACADEMIC FREEDOM

Klamath Community College publishes and adheres to policies approved by its governing board regarding academic freedom and responsibility that protect its constituencies from inappropriate internal and external influences, pressures, and harassment.

In accordance with its mission of providing quality education, Klamath Community College promotes an environment that supports independent thought in the pursuit and dissemination of knowledge. The College affirms the freedom of faculty members to share scholarship and reasoned conclusions with others. While the College and individuals within the institution may hold to a particular personal, social, or religious philosophy, its constituencies are intellectually free to examine thought, reason, and perspective of truth. Moreover, faculty allow others the freedom to do the same.

Faculty members have the responsibility to present scholarship fairly, accurately, and objectively. Derivative scholarship acknowledges the source of intellectual property, and personal views, beliefs, and opinions are identified as such.

ARTICLE 19 — SABBATICAL - FULL-TIME FACULTY

Full-time faculty members with six (6) years of full-time continuous teaching employment with Klamath Community College who have not taken a sabbatical within the previous six (6) years are eligible for a sabbatical leave for up to one (1) year.

Eligible full-time faculty members may apply for a sabbatical leave by submitting to the Vice President of Academic Affairs a formal proposal for the sabbatical that shall include all of the following:

- Purpose and design of the activities to be undertaken
- End product or tangible outcomes
- Contribution of the sabbatical to the faculty member's professional development
- Significance of the sabbatical to the College's vision, mission and goals
- Contribution of the outcomes to the College's growth and development

The Vice President of Academic Affairs shall make sabbatical recommendations to the College President based upon the proposals submitted. The College President shall review proposals, evaluate contribution to College mission, vision, and goals and determine the cost of sabbaticals to the College. The College President has final authority in granting or denying sabbaticals.

The number of sabbaticals granted shall be limited to no more than 5% of the full-time faculty members employed during November. The College retains the right to deny any sabbaticals if College needs and financial resources lead the College President to conclude that it is not in the best interest of the College to grant sabbatical.

A faculty member on a sabbatical leave shall receive 50% of his/her regular salary and benefits. The process for payment will be developed by the Executive Director of Legal and Human Resources.

A faculty member who is granted a sabbatical leave assumes a professional obligation to the College to return to the employment of the College at the end of the sabbatical leave for a period at least equal to the time that the faculty member was on sabbatical leave.

ARTICLE 20 — PROFESSIONAL DEVELOPMENT

Faculty Professional Activity Funds

The College will set aside an annual “dedicated training fund” of Twenty-Five Thousand Dollars (\$25,000) exclusively for the professional development of faculty members. These funds will be allocated by the Faculty Senate through an application process. Any and all unspent funds will be carried forward in a faculty-specific dedicated training account from academic year to academic year. The dedicated training account should not exceed Fifty Thousand Dollars (\$50,000).

ARTICLE 21 — PAID LEAVES

FULL-TIME FACULTY

A. Personal Leave

Personal leave of two (2) days per academic year is awarded each full-time faculty member for the purpose of transaction of personal business without loss of pay. Notice in writing is to be submitted to the immediate supervisor for approval. Personal leave cannot be carried over from one academic year to another. Unused personal leave may not be cashed out.

B. Sick Leave

1. 12-Month full-time faculty members shall accrue eight (8) hours of sick leave per month for each month in which they have contracted teaching days or a total of twelve (12) eight (8) hour days during the academic year. Faculty members will be advanced twenty-four (24) hours of sick leave as of the first day of each term.
2. 9-Month full-time faculty members shall accrue eight (8) hours of sick leave per month for each month in which they have contracted teaching days or a total of ten (10) eight (8) hour days during the academic year. Faculty members will be advanced twenty-four (24) hours of sick leave as of the first day of each term.
3. There is no cap on the number of sick leave hours that faculty member may accrue.
4. Unused sick leave may not be cashed out.
5. A full-time faculty member who is unable to be at work due to an illness or injury shall notify his/her supervisor before or at the beginning of each scheduled work day for which the faculty member is unable to report to work.
6. Each day's absence shall be reported on the monthly time sheet or leave record upon the full-time faculty member's return to work and shall be applied against any unused sick leave.
7. In the event of illness or injury of a full-time faculty member's immediate family which necessitates the faculty member's absence, unused sick leave may be used for a maximum of three (3) days for any single incident. For a longer absence, the employee should contact the Human Resources Department to determine whether the illness or injury is covered under the Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). For the purposes of this policy statement, "immediate family" shall be the same as defined in the FMLA and/or OFLA.

8. A doctor's note to confirm the faculty member's need for sick leave may be required by the full-time faculty member's supervisor. Documented abuse of sick leave will result in disciplinary action.

9. Faculty Sick Leave Donation:

- a. A faculty member's sick leave donation shall be created for the purpose of extending additional sick leave days to faculty members, should a serious illness or injury exhaust their regular accumulated sick leave days. Donating employees must maintain a minimum balance of 15 days (120 hours). Any employee whose sick leave balance is below the minimum may not donate.
- b. All faculty members, except as noted above, are eligible to participate in the sick leave donation. Contributions of one (1) or more days are strictly voluntary on the part of all faculty members. A faculty member may donate up to seven (7) days per academic year.
- c. The Human Resource Department, after receiving consent, shall notify employees whenever a faculty member requests sick leave donation. A form shall be provided for employees to indicate the number of sick days they wish to donate. Donated sick leave must be used by the end of the term.

C. Bereavement Leave

Full-time faculty members may be absent with pay for up to five (5) working days following the death of a member of his/her immediate family. Immediate family includes spouse, parent, child, step-child, step-parent, siblings, grandparent, grandchild, in-laws, and persons residing in the faculty member's home. The five-day limit and/or the strict definition of "immediate family" may be extended at the discretion of the College President.

D. Jury Duty

1. A full-time faculty member subpoenaed for jury duty shall be excused from work without loss of pay. However, the amount of compensation received by the faculty member for such jury service, excluding compensation for travel and expenses, shall be signed over to the College.
2. Upon being excused from jury duty or court service on any given day, the full-time faculty member shall return to complete the remainder of the work day.

E. Military Duty

1. A full-time faculty member who is a member of one of the reserve components of the armed forces of the United States or the Oregon National Guard shall be entitled to leave without loss of pay for military duty for a period not to exceed a total of fifteen (15) calendar days each calendar year, as provided by statute.
2. Requests for military leave shall be submitted through regular procedures and shall be accompanied by official orders specifying the dates and location of the military duty. Military duty or activation in excess of fifteen (15) days will be treated as unpaid leave.

ADJUNCT FACULTY

F. SICK LEAVE ADJUNCT FACULTY

1. Adjunct faculty shall accrue one (1) hour sick leave for every 30 hours worked not to exceed forty (40) sick leave hours accrued per year.
2. Unused sick leave may not be cashed out.
3. An adjunct faculty member who is unable to be at work due to an illness or injury shall notify his/her supervisor before or at the beginning of each scheduled work day for which the adjunct faculty member is unable to report to work.
4. Each day's absence shall be reported on a sick leave request form upon the adjunct faculty member's return to work and shall be applied against any unused sick leave.

ARTICLE 22 —UNPAID LEAVES - FULL-TIME FACULTY

A. FMLA and OFLA

In accordance with the Family Medical Leave Act of 1993 (FMLA) and the Oregon Family Leave Act, (OFLA), Klamath Community College shall provide full-time faculty members with position protected leave to care for themselves or family members in case of qualifying illness, injury, childbirth, or adoption.

B. Short-Term Leaves

An unpaid leave of thirty (30) or fewer days may be granted by the College President upon the recommendation of the Vice President of Academic Affairs on an individual basis.

C. Long-Term Leaves

At the discretion of the College President, an extended leave of absence without pay for up to one year may be granted. In granting extended leaves of absence, the College President shall consider the needs of the College and the ability of the College to find a suitable replacement during the leave as the primary criteria in the exercise of his/her discretion.

D. Benefits During Leave

During extended leaves of absence without pay of thirty (30) days or more, the full-time faculty member will not accumulate any leave, nor will s/he be entitled to any benefits. However, s/he may retain insurance coverage by arranging with the Human Resources Department for faculty member payment of the total premium cost.

ARTICLE 23 — RETRENCHMENT - FULL-TIME FACULTY

A. Definitions

Retrenchment - The reduction in full-time bargaining unit personnel. Retrenchment can occur only as a whole position reduction, not as part of a position reduction.

Affected Area - The academic department or program in which the reduction in full-time bargaining unit personnel is occurring.

Seniority - The length of continuous service of a full-time bargaining unit member from the most recent date of full-time faculty service. Seniority shall not be broken by approved leaves of absence.

Refer to Appendix D for a list of specific faculty by department.

When the departments change, the College and Association Presidents shall meet to reach agreement on the seniority ranking of members assigned to the reconfigured department.

B. Determination

Members may be laid off during an agreement year by a determination of the College's President as a result of:

1. Financial exigency;
2. The College's inability to provide sufficient funds to continue a particular educational program, course, or courses at anticipated levels;
3. Declining enrollment of a department or program;
4. Discontinuance of a particular type of instructional service; or
5. Displacement by reason of return to employment of a member having a seniority right to such a position from a leave of absence.

C. Placement

The College will make every reasonable effort to place an affected full-time bargaining unit member in a vacant faculty position for which s/he is qualified.

D. Order of Placement

If retrenchment becomes necessary, the following order shall be utilized within the department:

1. Adjunct faculty
2. Grant status faculty
2. Temporary status faculty
3. Probationary status faculty
4. Regular status faculty

Retrenchment shall be made in inverse order of length of continuous service throughout the affected Department or Program, provided that the remaining bargaining unit members have the necessary qualifications to teach the remaining courses per Appendix C, Instructor Approval/Qualifications. For adjunct faculty members teaching in the current term, length of service is determined by total credits taught at KCC. For full-time faculty members, length of service is determined by the number of terms taught as a full-time faculty member at KCC without a break in service. The faculty member with the longest length of service will be the last to lose employment. In case of a tie, the hire date will be used to determine seniority. It is the intent of the College not to utilize adjunct faculty members to replace full-time faculty members. No department can be retrenched such that less than 30% of instruction of classes is being taught by full-time faculty members.

E. The parties to this Agreement recognize that ORS §341.541 requires a community college, under certain specified circumstances, to consider and maintain affirmative action plans and goals whenever reductions in faculty and staff are required. Whenever adherence to this statute would require the College to deviate from the order of placement set forth in subsection D, above, the College will provide a written explanation to the Association President detailing the need for such deviation.

F. Notification

Whenever the College determines that a layoff may be necessary, but at least thirty (30) calendar days prior to the College taking such action, the College President shall schedule a meeting with the Association President to discuss and consider possible alternative actions. The College shall provide the Association with a written summary of circumstances giving rise to the layoff(s). If retrenchment is determined to be necessary, a meeting will be scheduled with the Association to discuss implementation procedures.

Bargaining unit members to be retrenched as a result of organizational or technological change shall be given an additional forty-five (45) calendar days' notice prior to the time retrenchment is to occur.

Full-time bargaining unit members to be retrenched as a result of declining enrollment shall not be retrenched until the end of the year in which the declining enrollment occurs.

In any event, the retrenched full-time bargaining unit member shall be given no fewer than forty-five (45) calendar days' prior notice.

Bargaining unit members to be retrenched as a result of loss of financial resources shall be given an additional forty-five (45) calendar days prior to the time the retrenchment is to occur.

G. Notice of Recall

Notice of recall shall be sent by certified mail to the most recent mailing address provided by the bargaining unit member to the College. A bargaining unit member declining recall to a position of the same or greater salary as the position which s/he originally occupied shall forfeit further recall rights. Retrenched full-time faculty members may work as adjunct faculty, which will have no effect upon that faculty member's recall rights.

H. Recall

Full-time bargaining unit members affected by retrenchment shall have recall rights for twenty-seven (27) months and shall be recalled in inverse order of being laid off, provided that they are qualified (per Appendix C, Instructor Approval/Qualifications) to perform the assignment to which they are being recalled. Adjunct faculty members will be recalled based on the needs of the College.

ARTICLE 24 —FACULTY RIGHTS

A. Criticism of Performance

Any criticism of performance, orally or in writing, shall be made in confidence.

B. Non-Discrimination

The College will not discriminate against a faculty member because s/he makes a contractual complaint.

C. Notice of Resignation

A full-time faculty member desiring to terminate employment with the College shall notify the faculty member's supervisor and the Executive Director of Legal and Human Resources in writing at least thirty (30) days prior to his or her final date of employment.

D. Safe Working Environment

The College and the Association share a mutual concern for a safe working environment for all faculty members. If, at any time, a faculty member believes s/he is in danger of physical harm or in an unsafe environment, s/he shall immediately report the situation to the Executive Director of Legal and Human Resources or Vice President of Academic Affairs. It is understood that if the situation warrants, the faculty member shall call 911 and subsequently notify the Executive Director of Legal and Human Resources, the Human Resources Manager, and/or the Vice President of Academic Affairs.

E. Office Space

1. Full-time faculty members will be assigned office space which shall include, but is not limited to: a desk, chair, file cabinet, telephone, computer, and an individual College email address.
2. Adjunct faculty members will have access to at least three designated office spaces which shall include, but is not limited to, at least two (2) work stations per office space consisting of: a desk, chair, file cabinet, telephone, and computer, and an individual College email address.

ARTICLE 25 —DISCIPLINE and DISCHARGE

Criticism of Performance

Any criticism of performance, orally or in writing, shall be made in confidence.

B. Discipline or Discharge of Regular Faculty

The College may impose discipline, up to and including dismissal, of full-time regular faculty members only after a finding of just cause by the Administration and following due process.

C. Discipline or Discharge of Probationary, Temporary, or Adjunct Faculty

1. Probationary, temporary, or adjunct faculty members may be disciplined or discharged at any time at the discretion of the College, except as provided-in Article 6, Faculty Member Evaluation.
2. Such discipline or discharge shall not be subject to the grievance procedure unless it can be proven that the College was discriminatory.

D. Adjunct Faculty Contract Pay-Off

The College may, at its discretion, terminate an adjunct faculty member by notifying the adjunct faculty member that his/her instructional services are no longer required; however, his/her current term contract(s) will be paid in full.

E. Required Meetings

A faculty member who reasonably believes that discipline or other adverse consequences may result from a meeting with the administration has the right to request that a representative of the Association be present and will be provided at least twenty-four (24) hours' advance notice of the meeting.

F. Disciplinary Notices

Disciplinary notices shall be acknowledged, signed, and dated by the faculty member. The signed faculty member's acknowledgment does not denote that s/he agrees with the discipline or discharge, but that s/he has received a copy of the notice and understands that the notice will be placed in his/her personnel file. The faculty member has the right to include with the notice a written response regarding the disciplinary issue.

G. Removal of File Material

All derogatory materials and materials regarding disciplinary actions can be removed after three (3) years upon the application of the employee or at the discretion of the College.

ARTICLE 26— WORK STOPPAGES

- A. The Association and its members, as individuals or as a group, during the term of this Agreement, shall not initiate, cause, permit, participate in, or join in any strike, work stoppage, slowdown, picketing, or any other restriction of work. Faculty members in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Association or by any other labor organization(s) when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the College against any faculty member(s) engaged in a violation of this Article. Such disciplinary action may be undertaken at the option of the College and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the College.

- B. There will be no lockout of faculty members during the term of this Agreement.

ARTICLE 27—WAIVER

The Association and the College both acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject matter appropriate for collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they were negotiated or that this Agreement was signed. All terms and conditions of employment not covered or abridged by this Agreement shall continue to be subject to the direction and control of the College and its Board of Education. Articles adversely impacted by changes in state or federal law are subject to modification in accordance with Article 2.

ARTICLE 28— SEPARABILITY

In the event that any words or sections of this Agreement are declared to be invalid by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute, or by constitutional amendment, such finding as to such provision shall not affect the remainder of this Agreement, and all unaffected terms and provisions shall continue in full force and effect as set forth herein. Articles adversely impacted by changes in state or federal law are subject to modification in accordance with Article 2.

ARTICLE 29 —DURATION and TERMINATION

- A. This Agreement shall be effective on the date that this Agreement is executed by both parties. This Agreement shall terminate on June 30, 2026.

- B. Negotiations for a successor Agreement shall begin upon the request of either party on or after December 1, 2025.

Jennifer Briscoe, President
Klamath Community College
Faculty Association

Kenny DeCrans, Chair
Klamath Community College
Board of Education

Date

Date

APPENDIX A —FULL-TIME FACULTY COMPENSATION PACKAGE

The College and the Association agree that the salary schedule below shall be the official salary schedule for all full-time faculty members and shall not be deviated from except through mutual written consent of the Association and the College.

The base salary is established using standardized faculty daily rates, as follows:

- a. 9-month faculty have 174 contract days
- b. 12-month faculty have 219 contract days

All 9-month faculty members shall be paid according to the following schedule; 12-month faculty members will be paid at an equivalent daily rate.

9-month salary schedule:

Steps	2022-2023	2023-2024	2024-2025	2025-2026
15	78,752	80,579	82,448	84,361
14	76,015	77,779	79,583	81,430
13	73,374	75,076	76,818	78,600
12	70,824	72,467	74,148	75,869
11	68,363	69,949	71,572	73,232
10	65,987	67,518	69,085	70,688
9	63,694	65,172	66,684	68,231
8	61,481	62,908	64,367	65,860
7	59,345	60,722	62,130	63,572
6	57,283	58,612	59,971	61,363
5	55,292	56,575	57,887	59,230
4	53,371	54,609	55,876	57,172
3	51,516	52,711	53,934	55,185
2	49,726	50,880	52,060	53,268
1	47,998	49,112	50,251	51,417

Above Step 15				
COLA	COLA	COLA	COLA	
2022-2023	2023-2024	2024-2025	2025-2026	Total
6.5%	2.5%	2.5%	2.5%	14.69%

A. Adjustments to a full-time faculty member's salary will be made as follows:

There will be a one-time COLA adjustment of 6.5% for the 2022-2023 year for faculty that are above step 15. There will be a 2.5% COLA increase each year for each member who has reached above step 15.

Faculty members who already receive the Assistant Director of Nursing annual stipend of \$3,000 and the designated Program Director for the Nursing Assistant stipend of \$2,000 will continue to receive their annual salary adjustments of \$3,000 and \$2,000, respectively. Nursing faculty members who have a master's degree or higher and who are required per Oregon Administrative Rule to also have unencumbered state licensure (i.e. RN) to be an approved educator shall receive an annual stipend of \$5,000.

1. Current Faculty

Faculty members who are already receiving adjustments for multiple masters' degrees or a doctorate degree will continue to receive their annual salary adjustments of \$3,000 and \$5,000, respectively.

The Director of Nursing shall receive an annual amount of \$3,000.00 added to his or her annual salary to offset the cost of her or his ongoing compliance, as specified in OAR §851-021-0045.

2. New Hires

A full-time faculty member with two master degrees from an accredited institution shall receive \$3,000 if the Master's degree is in Education or related to their course assignments and approved by the Vice President of Academic Affairs.

A full-time faculty member with a doctorate from an accredited institution shall receive \$5,000 if the doctorate degree is in Education or is related to their course assignments and approved by the Vice President of Academic Affairs.

Compensation for additional days past 174 or 219 must be approved by the Vice President of Academic Affairs or by her/his designee in writing. Faculty members asked to work past 174 or 219 days of their contract will be compensated at 1/174 or 1/219 per day, as applicable, of their annual salary for the work. Additional days will be added only if mutually agreed upon by the College and the affected faculty member.

B. Initial Placement of Existing Faculty for the 2021-2022 Academic Years

1. Faculty members shall move from their 2021-2022 existing step to the new Salary Schedule index plus one step of the 2022-2025 pay scale. Example: If a faculty member was on Step 7 of the 2021-2022 salary schedule, they would be on Step 8 of the 2022-2025 salary schedule.

C. Initial Salary Schedule Placement for New Faculty

1. Initial placement of new faculty shall be:
 - a. Step One with no prior full-time accredited College faculty experience.

One (1) step for every year of academic full-time accredited College faculty experience may be given Relevant work experience may also be considered in the initial placement of faculty.

The College reserves the right to make exceptions to initial placement at the College President’s discretion for unusual situations, such as high market rates for a specific instructional discipline.

D. Placement of Returning Faculty

1. Regular members returning to employment at the College will be placed in the same step they achieved prior to leaving the College. Related work experience may also be considered in replacement of faculty.

E. Salary Schedule Advancement

1. Advancement on the salary schedule shall take place upon completion of the contract year.
2. Faculty members will be credited with a full year of service for salary movement purposes on the following contract year if they have completed at least three (3) full terms out of the four (4) previous academic terms.
3. To encourage exemplary faculty performance, once every three (3) years of service at KCC, a faculty member may skip a step in the salary schedule. All salary accelerations shall be at the discretion of the College President (see Article 6 - Faculty Member Evaluation for specific salary acceleration guidelines).

F. Insurances

1. Group Health Insurance

	Insurance Contribution			
	Employee Only	Emp & Spouse	Emp & Children	Emp & Spouse & Children
2022-2023	780.00	1,650.00	1,500.00	2,300.00
2023-2024	800.00	1,700.00	1,545.00	2,370.00
2024-2025	825.00	1,750.00	1,590.00	2,440.00
2025-2026	850.00	1,800.00	1,640.00	2,510.00

2. Group Term Life Insurance

The College will provide Group Term Life Insurance at twice the annual gross salary for each full-time faculty member.

3. Accidental Death and Dismemberment Insurance

The College will provide Accidental Death and Dismemberment Insurance (AD&D) at \$300,000 for each full-time faculty member at no cost to the faculty member.

4. Long-Term Disability Insurance

The College will provide Long-Term Disability Insurance at 60% of gross pay after ninety (90) days of disability for each full-time faculty member at no cost to the faculty member.

5. Flexible Spending Account IRS 125 Plan

As permitted by law, the College will make a Flexible Spending Account (FSA) available for faculty members.

G. PERS and OPSRP

1. The College is a member of the Oregon State Public Employee Retirement System (PERS).
2. The College shall pick-up the faculty member's 6% PERS contribution for each full-time faculty member who has met the eligibility requirements to become a member of the Oregon State Public Employees Retirement System.

H. Tuition Remission

1. The College will waive tuition for Klamath Community College classes for each full-time faculty member, their spouses, and dependent children under age twenty-five, provided that the following conditions are met.
2. No course will be conducted which would otherwise have been cancelled without the enrollment of the tuition waiver student(s).
3. No tuition waiver student shall displace a tuition-paying student.
4. Enrollment in a class by a faculty member shall not interfere with the faculty member's regular duties and responsibilities.

APPENDIX B — ADJUNCT FACULTY COMPENSATION PACKAGE

A. Initial step placement:

Each adjunct faculty member will be credited with their total accumulated credits taught at KCC since 1996. The payment schedule for credits taught at each step is listed in the table below. “Accumulated credits” include a single total of credits from all lecture, lecture lab, and lab credits taught by the individual faculty member. For faculty that teach primarily labs, 17 labs are equivalent to 51 credits on the adjunct faculty salary schedule.

Step Qualifications:

Per Credits	0-50	51-100	101-150	151-200	201-250	251+
Academic Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2022-2023	627	650	673	697	722	748
2023-2024	642	665	689	713	739	766
2024-2025	657	680	705	730	756	784
2025-2026	672	696	721	747	774	802

Hourly	0-50	51-100	101-150	151-200	201-250	251+
Academic Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2022-2023	47.04	48.73	50.49	52.30	54.19	56.14
2023-2024	48.13	49.86	51.66	53.52	55.44	57.44
2024-2025	49.25	51.02	52.86	54.76	56.73	58.77
2025-2026	50.39	52.20	54.08	56.03	58.05	60.14

B. The College reserves the right to make exceptions to step placement at the College President’s discretion for unusual situations, such as high market rates for a specific instructional discipline. Faculty members may be placed higher than, but not lower than, their accumulated credits taught.

C. Instructional Load

Credits taught by a faculty member, regardless of the mode of delivery, shall be weighted as follows:

- 1.0 per credit for lecture courses
- 1.5 per credit for lecture/lab combined courses (Reference COGs for appropriate lecture and lecture/lab combination)
- 1.25 per credit for writing

- .67 per contact hour per week for physical education courses
- .75 per contact hour per week for lab courses
- .90 per contact hour per week for nursing clinical courses
- .125 per student for a 1 credit course of cooperative work experience (CWE)
- .125 per student for a 1 credit course independent study supervision courses
- .125 per student for a 1 credit course with enrollment less than 8 students

Compensation for instruction of a course by adjunct faculty is calculated by the formula:

(# of credit hours) x (step rate for the faculty member) x (course format multiplier(s) that apply to the course).

If the course format does not fall under the above categories, the adjunct faculty is compensated by the number of course contact hours. The course contact hourly rate is calculated by multiplying the appropriate step credit rate by .75.

The course contact hourly rate for clinical labs is calculated by multiplying the appropriate step credit rate by .90. The clinical rate only applies to hours worked off campus in a health care setting where direct patient care is being provided.

The course contact hourly rate for PE courses is calculated by multiplying the appropriate step credit rate by .67.

1. The College will strive to achieve class size goals.
2. The College will strive to achieve the following class size goals:
 - Labs 24 students
 - Lecture 30 students
 - WRI 24 students
 - Developmental education class
 - MTH 010 25 students
 - MTH 020 25 students
 - WRI 090 20 students
 - DE classes will align with face-to-face class size goals
 - Synchronous classes combined enrollment will align with class size goals

Class sizes will not exceed:

- Labs 28 students
- Lecture 35 students (unless an oversized class is agreed to)
- WRI 28 students
- Developmental education class
 - MTH 010 28 students
 - MTH 020 28 students

- WRI 090 25 students
 - DE classes will align with face-to-face class size limits
 - Synchronous classes combined enrollment will align with class size limits
 - HyFlex classes will not exceed 20 students. HyFlex classes with more than 20 students will be split into two classes.
3. Oversized Classes
Those teaching classes, in any modality, that involves:
- Courses with 36 to 40 students (based on second-week enrollment) will receive an additional 1.0 credit per course. Courses with 41-45 students (based on second-week enrollment) will receive 1.5 credits per course.
 - Oversized classes must be approved orally or in written form by the Vice President of Academic Affairs or their designee and mutually agreed upon orally or in written form by the faculty member.
4. Classes should be cancelled at least 7 days before the start of the term except for programs that regularly have late admission students. Ex. Apprenticeship and Aviation classes.
5. Low enrollment classes. For classes with enrollment less than 8 students (based on second-week enrollment), the instructor may choose the mode of delivery
6. Low enrollment classes. For classes with enrollment less than 8 students a week before the term starts, the instructor may choose the mode of delivery.
7. HyFlex classes will be weighed at the full workload rate regardless of the class size.
8. Request for course reduction, change in workload loading or load adjustment
- Faculty members may request an instructional load reduction, workload loading or load adjustment from the Vice President of Academic Affairs.
9. All assigned/voluntary/mandatory or additional duties must be pre-approved by the Vice President of Academic Affairs to receive compensation for those duties.
- a) Adjunct faculty members who are required by the Vice President of Academic Affairs to attend a meeting will be paid for such attendance at the substitute rate or a daily rate of \$200.00, whichever is the lesser of the two.
 - b) Adjunct faculty members are encouraged to attend in-services and department meetings which have a direct impact on the faculty member's understanding and/or expectations of the College's operations. These meetings are voluntary

and such attendance will be paid at the hourly substitute rate or a daily rate of \$200.00, whichever is the lesser of the two.

- c) Any ancillary duties assigned to adjunct faculty members (e.g. curriculum development, advising, participation on committees, etc.) will be compensated at the per-credit rate, unless there is an hourly rate specified.

10. Substitute Rate

Upon written approval of the Vice President of Academic Affairs or his/her designee for the utilization of an approved substitute, the substitute will be paid the following rate of pay:

- a) Effective July 1, 2022 - \$33.50 per contact hour.
- b) Effective July 1, 2023- \$34.00 per contact hour.
- c) Effective July 1, 2024- \$34.50 per contact hour.
- d) Effective July 1, 2025– \$35.00 per contact hour.

11. PERS and OPSRP

- a) The College is a member of the Oregon State Public Employee Retirement System (PERS).
- b) The College shall pick-up the faculty's 6% PERS contribution for each faculty member who has met the eligibility requirements to become a member of the Oregon State Public Employees Retirement System.

E. Tuition Remission

The College will waive tuition for Klamath Community College classes for adjunct faculty members, their spouses, and dependent children under age twenty-five, as follows:

- a) Courses must be taken during the term or during the term following of the Adjunct Faculty member's employment.
- b) No course will be conducted which would otherwise have been cancelled without the enrollment of a tuition waiver student(s).

- c) No tuition waiver student shall displace a tuition-paying student.
- d) Enrollment in a class by an Adjunct Faculty member shall not interfere with his/her contracted course instruction.

APPENDIX C —INSTRUCTOR APPROVAL



Klamath Community College
Instructor Approval Form

Instructor Name: _____ Date: _____

Dean recommendation for specific courses: _____

Vice President of Academic Affairs approval to teach in the following area _____

EDUCATION AND EXPERIENCE

Specify Degrees	Major	Minor	Yr. Grad. Institution

RELATED COLLEGE WORK AND WORK EXPERIENCE

Teaching experience: _____

Work experience: _____

Related field undergraduate coursework: _____

Related field graduate coursework: _____

ASSIGNED COURSES TO BE TAUGHT:

Course Numbers/Title:

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QUALIFICATIONS – CHECK APPROPRIATE BOX

DUAL CREDIT PROGRAM

LOWER DIVISION COLLEGIATE INSTRUCTOR APPROVAL CRITERIA

- _____ • Hold a master’s degree in the subject area (or hold a master’s degree in a related area and have completed at least 20 quarter hours of graduate credit in the subject area), **OR**
- _____ • Hold a bachelor’s degree in the subject area (or hold a bachelor’s degree in a related area and have completed at least 20 quarter hours of upper division credit in the subject area) and have a minimum of four years of recent full-time non- teaching experience in the subject area, **OR**
- _____ • Hold a master’s degree in Education or MAT degree and have completed at least 20 quarter hours of graduate credit in the subject area, **OR**

CAREER TECHNICAL INSTRUCTOR APPROVAL CRITERIA

- _____ • Hold a master’s degree in the subject area (or hold a master’s degree in a related area and have completed at least 20 quarter hours of upper division credit in the subject area) and have a minimum of three years of recent full-time non- teaching experience in the subject area, **OR**
- _____ • Hold a bachelor’s degree in the subject area (or hold a bachelor’s degree in a related area and have completed at least 20 quarter hours of upper division credit in the subject area) and have a minimum of four years of recent full-time non- teaching experience in the subject area, **OR**
- _____ • Hold a bachelor’s degree in the subject area (or have a state or nationally recognized license or certification, such as a CTE endorsement, in the subject area) and have a minimum of four years of recent full-time non-teaching experience in the subject area, **OR**
- _____ • Hold an associates of applied science degree in the subject area (or have a nationally recognized license or certification, such as a CTE endorsement, in the subject area) and have a minimum of five years of recent (less than 4 years old) full time non-teaching experience in the subject area, **OR**
- _____ • Hold an associates of applied science degree in the subject area, and have a minimum of five years of recent (less than 4 years old) full-time non-teaching experience in the subject area, **OR**
- _____ • Have a high level of demonstrable competency gained through a combination of study, teaching experiences and/or professional performance on the subject area, and/or have the qualifications set by the licensing or accrediting organization for the subject area, and have a minimum of five years of recent full-time non-teaching experience.

DEVELOPMENTAL EDUCATION INSTRUCTOR APPROVAL CRITERIA

- _____ • Hold a master’s degree in an appropriate subject area, e.g., developmental education, special education, adult education, reading, mathematics, or English, and have recent experience working with disadvantaged students, **OR**
- _____ • Hold a master’s degree in Education or MAT degree and have completed at least 20 quarter hours of graduate credit in the subject area or five+ years of teaching experience in the subject area”, **OR**
- _____ • Hold a bachelor’s degree in an appropriate subject area, e.g., developmental education, special education, adult education, reading, mathematics, or English, and have recent experience working with disadvantaged students, **OR**
- _____ • Have a high level of demonstrable competency gained through a combination of study, teaching experience, and/or professional performance in the subject area and/or have the qualifications set by the licensing or accrediting organization for the subject area. Documentation/criteria are attached to this form.

Signed: _____ Date: _____
Vice President of Academic Affairs

PROVISIONAL INSTRUCTOR APPROVAL CRITERIA

If an instructor fails to meet the before mentioned criteria in a given category they could still be provisionally approved by the President of the College.

Provisionally Approved: Provisionally approved instructors may teach a single course. At the conclusion of this course a determination will be made with regard to their status by the Vice President of Academic Affairs and the Faculty Chair or Discipline Lead. Criteria shall include: Teaching observation by Faculty Chair or Discipline Lead and/or Observation/Evaluation by the Vice President of Academic Affairs and results of student course evaluations.

Signed: _____ Date: _____
President of Klamath Community College

APPENDIX D —FACULTY BY DEPARTMENT

For purposes of interpreting Article 23, departments consist of:

- Arts and Communication
 - Jo Cochran
 - Dr. Jeremy Huston
 - Michelle Runyan
 - Dr. Jason Shrontz
- Business
 - Linda Davenport Williamson – Business Administration
 - Cathy Saunders-Computer Application
 - William Brandsness-Computer Engineering Technology
 - Ann Strunk – Gen Ed Computer Science
 - Troy Lanning – Cyber Security and Networking
 - Lacey Hammond - Accounting
- Health Sciences
 - Marylin Culp – Certified Nursing Assistant
 - Jennifer Briscoe – Health Information Management
 - Kasey Lanning – Emergency Medical Technician
 - Lindsey Mosley – Nursing
 - Christie Murphy - Nursing
- Human Resources – social sciences and education
 - Thomas Nejely – History and Geography
 - Peggy Bullock – Education
 - James Gravley – Criminal Justice
 - Denise Russell – Psychology
 - Kelley Fritz – Early Childhood Education
- Industry and Engineering- apprenticeships, automotive, aviation, diesel, manufacturing, and welding
 - Matthew Walter- Welding
 - Stanley Pence-Manufacturing
 - Nick Scala – Diesel
 - Vacant - Automotive
- Mathematics
 - MaryLou Wogan-Developmental Education
 - George Harpham-General Education Mathematics
 - Ahmed Adela- General Education Mathematics
 - Joni Hansen- General Education Mathematics
- Science
 - Eleazar Gutierrez-Laboratory Technician/General Science
 - Mark Cassady-Human Anatomy
 - Dodi Wilson-Biology

- Dr. Barbara Mann-Chemistry
- Vacant – Agricultural Science

APPENDIX E —CLUB ADVISOR DUTIES

A. Advisor's Role and Responsibilities

Klamath Community College requires that, to be a recognized student club, the club must have a KCC staff or faculty advisor. This is a valuable and unique opportunity for staff/faculty-student interaction as well as an opportunity to enrich campus life. Advisors help student club members learn from activities outside the classroom and develop useful organizational and human relations skills.

B. The Duties of the Club Advisor are:

1. To serve as the official representative of the College to the club, attending club meetings and activities (whenever possible).
2. To work closely with the club to ensure a cooperative relationship between all club members.
3. To help the officers of the organization understand their duties.
4. To see that the continuity of the organization is preserved through its constitution, minutes, and traditions, and that succeeding officers and members adequately understand its past activities.
5. To give particular attention to the financial activities of the group; specifically, to prevent the club from incurring indebtedness that it is unable to pay.
6. To help students understand and apply principles within their own organizations and in working with others.
7. To advise students of the policies and procedures that they must follow during all club activities, both business and social.
8. To ensure that all reasonable steps are taken to protect the safety and welfare of club members.
9. To ensure that College policies are upheld.
10. To sign all club payment forms, facilities requests, work orders, and fundraising requests as initiated by club members.

11. Along with the club treasurer, to see that all expenditures are correct and submitted in a timely fashion.