

COLLECTIVE BARGAINING AGREEMENT

Between

KALAMAZOO VALLEY COMMUNITY
COLLEGE (KVCC)

and

THE KALAMAZOO VALLEY
COMMUNITY COLLEGE FEDERATION
OF TEACHERS AFT Local 2412, AFL-CIO
(KVCCFT)

December 14, 2021

Through

Last Day of Summer Semester 2024

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ARTICLE I - RECOGNITION OF CHAPTER

Kalamazoo Valley Community College (“Employer” or “KVCC”) recognizes the Kalamazoo Valley Community College Federation of Teachers (“KVCCFT”) as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours and all other conditions of employment for all employees in the bargaining unit described below:

Section 1: Included

All Employees appointed by KVCC as part-time faculty members holding an appointment(s) greater than or equal to one (1) credit hour in the current semester at KVCC, engaged in any of the following teaching/instructional duties:

- Course development, including class assignment schedule preparation
- In-class teaching/lecturing (and preparation therefore)
- Online instruction (and preparation therefore)
- Grading/student evaluation
- Office hours
- Advising

Section 2: Excluded

- A. Those enrolled as students at KVCC, unless they possess an appropriate degree in the subject they teach.
- B. Employees in the following classifications: lab assistants (including computer lab assistants, wind turbine lab assistants); lab coordinators; models; tutors; police academy paraprofessionals; special assignment staff/interns (including lab assistants, corrections academy and HVAC); hourly paid (not paid on a credit-hour basis); clinicians and others filling instructional roles at KVCC (e.g. EMT, Fire Science and Police Academy programs).
- C. Full-Time KVCC employees whose primary non-teaching/instructional position involves ancillary instructional duties for which the employee receives no additional compensation.
- D. Volunteers and others who engage in teaching /instructional duties but receive no monetary compensation.
- E. Those who teach/instruct because they hold non-KVCC positions as Fire Chief, Assistant/Deputy Fire Chief, Police Chief, Assistant/Deputy Police Chief.
- F. Advisors, Coaches, Coordinators, Managers/Supervisors, Confidential Employees.
- G. Employees represented by the Kalamazoo Valley Community College Faculty Association (“KVCCFA”).
- H. All other employees.

ARTICLE II - DEFINITIONS

Academic Year: The combined period of the fall, winter and summer semesters as identified on the academic calendar.

Part-Time Faculty Members: All employees appointed by the Employer as part-time faculty holding an appointment greater than or equal to one (1) credit hour in the current semester.

Administration: Board appointed administrators.

Agreement: The collective bargaining contract between Kalamazoo Valley Community College (KVCC) and the Kalamazoo Valley Community College Federation of Teachers (KVCCFT).

American Federation of Teachers: National labor organization, with affiliation to the AFL/CIO, which supports the KVCCFT.

Bargaining Unit: The sum of all part-time faculty members who are employed by KVCC and are represented by the KVCCFT.

Blended/Hybrid Course: 40%-60% of coursework will be completed online. On campus attendance is required, though face-to-face classroom time is reduced due to online activities (e.g. laboratory strategies require on-campus attendance, while lecture/discussion may be entirely or partially online). The part-time faculty member and their supervisor must, in advance, agree to the amount of on campus time, which must be consistent with Department practices and which must then be clearly and explicitly stated in the class schedule and the class assignment schedule. Students may be required to take proctored exams at an approved testing location/center.

Business Day: Any day excluding weekends, observed holidays, the break between Fall and Winter semester, Spring Recess, the break between Winter and Summer semester and other scheduled and unscheduled closings.

Business Hours: The hours when KVCC conducts business, generally between 7:30 a.m. and 10:30 p.m., excluding weekends, observed holidays, the break between Fall and Winter semester, Spring Recess, the break between Winter and Summer semester and other scheduled and unscheduled closings.

Calendar Day: Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday.

Calendar Year: January 1 through December 31.

Consecutive Semesters: Back to back semesters, i.e., fall/winter, winter/summer, summer/fall.

Course Contact Hour: Fifty minutes of student instruction in which the student is scheduled to come into contact with an instructor through lecture/discussion and/or standard lab.

Course Credit Hour: KVCC uses the semester-based definition of one course credit hour being no less than 800 minutes.

Employer: Kalamazoo Valley Community College.

Federation: Kalamazoo Valley Community College Federation of Teachers.

Office Hour: An appropriately scheduled student consultation period of 60 minutes per week.

Online Course: 100% of coursework will be completed online. Students are not required to attend class on campus, but may be required to take proctored exams at an approved testing location/center.

Semester: A period of instruction, generally 15 weeks in length.

Service Hours: A combination of teaching or classroom time, class preparation time, grading of papers and exams and office hour.

Special Length Session: A session within the academic year that is scheduled to meet less than 15 weeks.

Standard Lab: A lab session during which an adjunct works with students in small groups or individually as they complete assignments which usually require application or information obtained through lecture or discussion.

Union Membership: Dues-paying members of the KVCCFT.

Union Representative: A Federation member appointed by the KVCCFT officers and/or elected by dues-paying Federation membership.

ARTICLE III - NON-DISCRIMINATION

The Employer and KVCCFT mutually agree they will not discriminate against any bargaining unit member by reason of race, color, religion, gender, weight, height, marital status, veteran status, disability, national origin, handicap, gender identification, sexual orientation, age, political affiliation, Federation membership, economic circumstance, physical or mental ability, physical or mental characteristic, or philosophy or any other classification or characteristic protected by law.

Part-time faculty members will be afforded any additional protections, more expansive than above, as set forth in any current non-discrimination policies of the Board of Trustees of KVCC.

Nothing in this Agreement shall be construed to prevent a part-time faculty member who alleges discrimination from – after exhausting their rights under the grievance procedure – exercising their constitutional or statutory rights.

The following person has been designated to handle inquiries regarding non-discrimination: Executive Vice President for Enrollment and Campus Operations, 6767 West O Avenue, Kalamazoo, MI 49009; (269) 488-4434.

ARTICLE IV - MANAGEMENT RIGHTS

The Employer retains, solely and exclusively, all its inherent rights, functions, duties, and responsibilities with the unqualified and unrestricted right to manage, direct and control the College and its programs and operations, except where limited by the express and specific terms of this Agreement.

The exercise or non-exercise of a management right does/will not constitute a waiver of any such rights by the Employer. The only limits on the Employer's managements' rights are those explicitly and specifically set forth in this Agreement. However, this Agreement shall in all cases be interpreted so as not to deprive the Employer of its legal authority to control all final decisions regarding its academic and non-academic programs/operations.

ARTICLE V - KVCC FEDERATION OF TEACHERS' RIGHTS

Section 1: KVCCFT Use of the Employer's Facilities/Buildings

The Federation shall have the right to make reasonable use of the Employer's facilities for membership meetings (subject to customary charges); provided that such use shall not interfere with College business and/or the Employer's use of its facilities and that the request is made with reasonable advance notice to the Employer.

Section 2: Transaction of Federation Business

- A. Designated Federation Member Representatives shall be permitted to transact official KVCCFT business on the Employer's properties at reasonable times, provided such transactions do not interfere with or interrupt College operations, personnel or students.
- B. Federation business shall be transacted at times that do not interfere with the performance of bargaining unit members' assignments.

Section 3: Federation Office Space with Phone

- A. The Employer shall provide the Federation with vacant office space for the Federation's use, without cost, on the Texas Township Campus. The office will be equipped with standard office furniture: desk, chairs, filing cabinet, telephone, and bookshelf. Only Federation officers or a designated member, who will be identified to KVCC's Vice President for Human

Resources each semester, will be granted access to the office with keys, a code, or I.D. cards. The phone bill will be charged to the Federation.

- B. The Federation may post a sign on the designated office door's exterior, designating the KVCCFT office, and may post materials within the designated office.

Section 4: Use of Employer Equipment

The Federation may use the Employer's equipment, such as duplicating and audiovisual, provided that such use shall not interfere with the Employer's use, shall not require the services of any non-bargaining unit employees and shall not be used in a manner that interferes with the Employer's operations, personnel or students. The Federation will be charged and will pay any customary charges for use of such Employer equipment. Requests to use such equipment shall be processed through regular Employer procedures/channels.

Section 5: Use of Bulletin Boards

- A. The Employer will provide the Federation with a designated bulletin board in each designated faculty lounge. The Federation may affix/post notices concerning its business and activities on the designated bulletin board.
- B. All notices posted/affixed to the bulletin board shall be signed by a responsible officer of the Federation and will concern Federation and/or bargaining unit business and/or social events.
- C. In no case will the Federation post derogatory or defamatory material about the Employer or any employee of KVCC. All postings shall bear the name of the Federation.

Section 6: Use of Mail Services

The Federation may make reasonable use of the Employer's interoffice mail system (including employee mailboxes) and electronic mail service (e-mail). Such use shall be per the Employer's policy and customary practices.

Section 7: Summit

During Summit, the Federation shall have the right to set up a display table to provide information to all bargaining unit members.

Section 8: Union Information

Upon acceptance of the part-time faculty member's first appointment, the Employer will provide to the part-time faculty member a packet of KVCCFT information (electronic or hard copy; the packet will be provided to the Employer by the KVCCFT).

ARTICLE VI - PART-TIME FACULTY RIGHTS

Section 1: Review of Personnel File

- A. There shall be one (1) official personnel file per part-time faculty member faculty member.
- B. The part-time faculty member shall have the right to review the contents of their personnel file on business days during the hours Human Resources is open and upon reasonable written request. A Federation representative may accompany the part-time faculty member while reviewing their personnel file. An administration representative will also be present during such review. References will not be available for review.
- C. A part-time faculty member will be given written notice of the insertion into their file of any material which reflects upon their professional duties and which has not been positively identified as having been copied to the part-time faculty member.
- D. The part-time faculty member may submit a written objection to Human Resources to anything in their personnel file. The part-time faculty member's written objection will be attached to the objectionable material and become part of their personnel file.
- E. Unless legally required/authorized, the Employer will not release the contents of the part-time faculty member's personnel file to any organization/person external to KVCC except upon the part-time faculty member's written consent.

Section 2: Library Privileges

Part-time faculty members will have the same borrowing privileges as any other KVCC employee during a semester/session in which they are teaching; such materials must be returned no later than the end of the employment date for the current semester/session. Part-time faculty members are not exempt from customary and ordinary fines for overdue items or replacement charges for lost/stolen items.

Section 3: Intellectual Property

Part-time faculty members will have intellectual property rights as set forth in the Employer's Cabinet Member Operating Policies ("CMOP"; available on the Employer's intranet at [Human Resources/general Resources/CMOPs - Employee Portal - Kalamazoo Valley Community College \(kvcc.edu\)](https://www.kvcc.edu/human-resources/general-resources/cmops-employee-portal)).

Section 4: Office Space and Equipment

As resources and space permit, the Employer will provide access to office space and equipment (e.g. desk or work space/surface, computer, file cabinet, bookshelf, etc.) to aid part-time faculty members in fulfilling their employment obligations to the Employer. Part-time faculty members performing work away from College buildings are required to use

their own equipment including computer, internet connectivity, and related peripheral technology. Software availability will be limited to College availability and licensing. This provision does not preclude the part-time faculty from participating in a program in which the College makes equipment available to loan to part-time faculty on a temporary basis, should such a program be developed.

Section 5: Parking

The Employer will provide parking and issue parking passes at no charge.

Section 6: Academic Freedom *

Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for the truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research.... Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning.

Therefore, within the law, full freedom of inquiry and teaching shall be maintained and encouraged. Faculty members are entitled to freedom in the classroom in discussing their subjects, but shall avoid introducing into the teaching process controversial matter which has no reasonable relationship to the subject and shall not without just cause restrain a student from independent action in the student's pursuit of learning, and shall not without just cause deny the student access to varying points of view. Faculty shall not deliberately suppress or distort subject matter for which they bear responsibility.

Faculty are citizens, members of a learned profession and employees of an educational institution. When they speak or write as citizens, they shall be free from institutional censorship or discipline, but their special position in the community imposes special obligations. Faculty should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

*The proceeding excerpt is taken from the AAUP's 1940 Statement of Principles on Academic Freedom and Tenure; AAUP Policy Documents and Reports, 1995, 3-4.

ARTICLE VII - INFORMATION

Section 1: Notification of New Part-Time Faculty Member Hire

The Employer shall provide the Federation in editable electronic format, to a person designated by the Federation, a list of new part-time faculty members (i.e. individuals who have not taught for the Employer previously, in the bargaining unit). The list will be provided at least one (1) week prior to the first day of the fall, winter and summer semester. The following information will be provided:

- A. Part-time faculty member's name

- B. Part-time faculty member's email address
- C. Part-time faculty member's telephone number (if available)

Section 2: Initial Part-Time Faculty Member List

The Employer shall provide the Federation in editable electronic format, to a person designated by the Federation, and at no cost to the Federation, a list of current part-time faculty members in the bargaining unit. The Initial Part-Time Faculty Member List will be provided as an editable electronic file no later than twenty-one (21) calendar days after the first day of classes fall semester, winter semester, and summer semester and will contain the following information for each part-time faculty member appointment:

- A. part-time faculty member's name (for each bargaining unit employee the Employer can identify as of the date the list is prepared/provided)
- B. part-time faculty member's Identification Number
- C. Contracted Salary

The Initial Part-Time Faculty Member List is preliminary in nature and the information provided may be amended in the Amended Part-Time Faculty Member List.

Section 3: Amended Part-Time Faculty Member List

The Employer shall provide to the Federation in editable electronic format, to a person designated by the Federation, and at no cost to the Federation, a list of current part-time faculty members in the bargaining unit. The Amended Part-Time Faculty Member List will be provided as an editable electronic file no later than the second Friday in October, the second Friday in February, and the second Friday in June, containing the following information for each part-time faculty member appointment:

- A. part-time faculty member's name
- B. part-time faculty member's home address (provided the Employer possesses the information, and unless the part-time faculty member instructs the Employer not to provide the information)
- C. part-time faculty member's telephone number (provided the Employer possesses the information, and unless the part-time faculty member instructs the Employer not to provide the information)
- D. part-time faculty member's email address
- E. Employing department
- F. Appointment start date
- G. Appointment end date

- H. Credit hours assigned (contact hours available upon written request)
- I. Contracted Salary

Section 4: Changes to the Amended Part-Time Faculty Member List

If a part-time faculty member's salary changes or if a part-time faculty member is added to or removed from the Amended Part-Time Faculty Member List after the second Friday in October, the second Friday in February, or the second Friday in June, the Employer will make a good faith effort to notify the Federation within seven (7) business days after the Employer becomes aware of the change.

Section 5: Work Schedules

The Employer shall provide to the Federation in editable electronic format to the Federation no later than the Friday before Labor Day, September 15, January 8, January 23, May 10, June 5 and July 10. The report will include:

- A. A full list of courses being offered that semester, listed with College/Department course name, section, name and Employee ID number of the primary instructor (instructor of record),
- B. Number of students enrolled, and
- C. Meeting time and location of the course.

Section 6: Payroll Reports

The Employer shall provide to the Federation in editable electronic format documenting wages paid and any dues deducted for all members of the bargaining unit in a mutually agreeable electronic format no later than fifteen (15) business days following each deduction. In addition, payroll change reports documenting the addition or removal of bargaining unit members will be sent to the Federation within fifteen (15) business days following the change.

Section 7: Legislative/Judicial Directives

If the state legislature determines or a court of competent jurisdiction rules it is impermissible for the Employer to provide any of the above information, the Employer will give the Federation the opportunity to meet on the matter before complying with the legislative or court order.

**ARTICLE VIII -
FEDERATION MEMBERSHIP, DUES AND PAYROLL
DEDUCTION**

Section 1: Bargaining unit members who choose to be Federation members may authorize the Employer to deduct membership dues from each regular part-time teaching paycheck.

Section 2:

- A. The Employer shall deduct from the salaries of KVCCFT members, in installments for each pay period, uniformly assessed dues levied by the KVCCFT, provided the KVCCFT member has voluntarily executed a standard form – acceptable to both parties – authorizing such deductions (*See* “Acceptable standard ‘authorization form’ language” below).
 - 1. The KVCCFT may change its remittance address and/or dues deduction percentage one (1) time each year (12 rolling months). The change shall be certified in writing to the Employer at least sixty (60) calendar days before the change becomes effective.
- B. A KVCCFT member who has authorized uniformly assessed dues deductions may cancel such authorization by submitting to the Employer and to the KVCCFT written notice of cancellation. Upon receipt, the Employer will in writing notify the KVCCFT it has received a written cancellation notice. Dues deduction will cease as of the payroll period following receipt of notice by the Employer and the Employer’s written notice to the KVCCFT.
- C. The Employer will, within ten (10) business days after deductions are made, remit the deductions via electronic transfer to the KVCCFT.
- D. The Employer will honor the part-time faculty member’s payroll deduction authorization until:
 - 1. The part-time faculty member cancels/revokes their authorization as set forth in Section 2.B.
 - 2. The part-time faculty member does not work in a bargaining unit position for a period of thirteen (13) months. If the individual returns to work in a bargaining unit position within thirteen (13) months, their payroll deduction authorization will be honored with the first pay period after the Employee returns to work. After thirteen (13) months without reinstatement, the individual must submit a new payroll deduction authorization form/card. It is the KVCCFT’s responsibility to notify KVCC when a member’s payroll deduction authorization is no longer valid.

Section 3: The Employer’s Payroll Office shall use its best efforts to make authorized deductions in the manner set forth but assumes no responsibility for any errors in calculating or making such deductions other than to correct such errors. In the event of overpayment, the KVCCFT agrees to refund such monies within twenty (20) calendar days, upon presentation of evidence of error or mistake. In the event of underpayment, the Employer agrees to make necessary corrections and remit the appropriate amount within twenty (20) calendar days, upon presentation of evidence of error or mistake.

Section 4: Discrimination

The Employer and KVCCFT will not discriminate against any part-time faculty member based on the part-time faculty member’s choice to either join or not join the Union or pay

or not pay union dues. Any part-time faculty member who believes he/she has been harassed or discriminated against because of such choices should complain as set forth in the Employer's harassment/EEO policy and/or as set forth in this Agreement's Article 3.

Section 5: Indemnification

- A. The KVCCFT agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits and/or other forms of liability that may arise out of or by reason of actions taken and/or deductions made by the Employer pursuant to this Article, or by reason of the Employer complying with the provisions of this Article.

- B. If defense and/or legal representation appear(s) necessary:
 - 1. Legal counsel KVCCFT provides to represent the Employer must be acceptable to the Employer,
 - 2. KVCCFT and the legal counsel it provides to represent the Employer must consult the Employer regarding legal strategy to be used in defending the Employer, and
 - 3. When defending the Employer KVCCFT shall have the right to compromise or settle any monetary claim brought against the Employer, its officers, employees or agents, provided the KVCCFT first consults the Employer and the proposed compromise or settlement is acceptable to the Employer.

Acceptable standard "authorization form" language is:

I authorize my employer to deduct membership dues from my regular payroll paychecks as calculated using the rate determined by KVCCFT member vote. This authorization shall remain in effect until and unless revoked as set forth in the pertinent collective bargaining agreement. I understand that the manner in which I may revoke my membership is set forth in my union's by-laws.

_____ Date: _____

Signature

I authorize my employer to deduct membership dues (in the amounts determined by my union) from my regular payroll paychecks. This authorization shall remain in effect until and unless revoked as set forth in the pertinent collective bargaining agreement. I understand that the manner in which I may revoke my membership are set forth in my union's by-laws.

_____ Date: _____

Signature

**ARTICLE IX -
PARTICIPATION IN GOVERNANCE**

Section 1: Shared Governance

Shared governance provides a mechanism for experienced part-time faculty members to collaborate with their peers and contribute their expertise and experience to the College. A shared governance structure in which all parties work collaboratively is critical to the KVCC Mission Statement of “enriching the lives of our students and communities through quality educational programs and services.”

- A. It is a Federation priority to ensure part-time faculty members are given a voice in matters that impact their teaching and student progress in academic programs.
- B. To that end, part-time faculty members may submit written recommendations regarding matters not already covered by this Agreement that are relevant to their teaching/instructional duties to the department chair or appropriate administrator.
- C. The appropriate administrator will give due consideration and will provide a written response to all written recommendations.

Section 2. Participation

- A. All College standing committees and councils will be posted on the Employer’s Intranet.
- B. Part-time faculty members may volunteer for College standing committees and councils in the same manner as all KVCC employees.

Section 3. Classroom Governance

- A. Each part-time faculty member is responsible for managing and upholding the academic integrity of her/his classroom.
- B. Each part-time faculty member will (with the exception of any electronic device or aid intended to “reasonably accommodate” a student’s physical or mental disability) decide how she/he wishes to deal with electronic devices in her/his classroom. Exceptions should be considered/granted on a case-by-case basis.
- C. It is recommended that each part-time faculty member notify their students of the faculty member’s general expectations (e.g. behavior, attendance, conduct, use of electronic devices, etc.) via the “Class Assignment Schedule” (syllabus).
- D. In resolving any grade dispute the Employer will look primarily at (in order):
 - 1. The evaluative criteria for student grading as set forth in the part-time faculty member’s “Class Assignment Schedule” (syllabus); and
 - 2. The part-time faculty member’s written assessment of the student’s performance in meeting the stated evaluative criteria; and

3. The part-time faculty member's oral assessment of the student's performance in meeting the stated evaluative criteria.

ARTICLE X - PART-TIME FACULTY CONDUCT AND RESPONSIBILITIES

Section 1: Part-Time Faculty Member Faculty Responsibilities

At a minimum part-time faculty members will adhere to the following:

- A. Part-time faculty members are responsible for following the Employer's policies and procedures not in conflict with this Agreement.
- B. Part-time faculty members are responsible for carrying out their duties under the direction of and according to the requirements of their respective departments.
- C. Part-time faculty members shall be responsible, under the direction of the department chair and/or Employer, for maintaining the integrity of scholarship, assessment, grades and professional standards of instruction.
- D. Part-time faculty members are expected to meet their classes at scheduled times.
- E. Part-time faculty members will make themselves available for consultations with students during scheduled office hours.

Section 2: Part-Time Faculty Member Faculty Conduct and Discipline

- A. The Employer shall have the right to establish standards of professional conduct and rules and regulations which are not in conflict with this Agreement.
- B. No part-time faculty member will be disciplined or have their employment terminated without just cause. Discipline shall be subject to the grievance procedure.
- C. Upon request, a part-time faculty member may have a Federation representative at an investigatory interview or a disciplinary meeting.

ARTICLE XI - APPOINTMENTS

The Employer will make all part-time faculty member appointments. All appointments will be made on a semester basis. No appointment(s) shall create any right, interest or expectancy in any further/future appointment(s), except as otherwise provided in this Article. The ultimate authority for appointments resides in the Employer.

Section 1: Definition of Appointment

"Appointment" is the decision of an Administrator to offer a section or sections to an part-time faculty member for a specific semester.

Section 2: Initial Appointment – Criteria

- A. The Employer having fulfilled its obligations to its full-time faculty;
- B. The department's needs and resources;
- C. Administrators weigh a variety of factors when making section appointments, including, but not limited to, post-secondary teaching experience, general teaching experience at all institutions, subject-related experience, specialization, and availability, to find the best fit for each section. No single criterion is determinative of a section appointment, provided the part-time faculty member possesses the required qualifications.

Section 3: Reappointment – Criteria

- A. The Employer having fulfilled its obligations to its full-time faculty;
- B. The department's needs and resources;
- C. Administrators weigh a variety of factors when making section appointments, including, but not limited to, post-secondary teaching experience, general teaching experience at all institutions, subject-related experience, specialization, and availability, to find the best fit for each section. No single criterion is determinative of a section appointment, provided the part-time faculty member possesses the required qualifications.
- D. The part-time faculty member being in good standing in accord with Article XII.

Section 4: Additional Work

Understanding that the Employer's highest priority is delivering high quality student instruction, when an additional course(s) becomes available in a department (and the Employer has fulfilled its obligations to full-time faculty), the Employer will first consider qualified/available part-time faculty members within the department, unless doing so would cause undue delay in staffing the course(s).

Section 5: Continuing Status

Definition: The expectation of a continuing employment relationship between the Employer and the part-time faculty member.

- A. To achieve/receive continuing status a part-time faculty member is required to teach six (6) semesters (fall, winter, summer) at KVCC. Any four (4) consecutive semesters without a course taught will restart the count for the six (6) semesters.
- B. An electronic application and confirmation process will be established by Administration in consultation with the KVCCFT.

- C. Upon achieving Continuing Status, the part-time faculty member will lose this status if the part-time faculty member does not teach for the Employer for four (4) consecutive semesters (fall, winter, summer); any subsequent appointment with the Employer will restart the accumulation of semesters for purposes of again achieving Continuing Status. Semesters affected by the COVID-19 Pandemic (Summer 2020 through Summer 2021) will not be used to determine loss of continuing status.
- D. The Employer will maintain a “Continuing Status List”.

Section 6: Course Preference Form

- A. In planning appointments for upcoming semesters, appointing Administrators shall e-mail, by January 15 for summer and fall appointments and by August 15 for winter appointments, a “Course Preference Form” only to those part-time faculty members whose names appear on the “Continuing Status List”. A part-time faculty member wishing to be considered for a course(s) must timely return the Form. Departmental Course Preference Forms will include:
 - 1. Instructions for completing and returning the form;
 - 2. Deadline for returning the completed form: no later than January 25 or August 25.
 - 3. The courses/sections available for that semester within the department, course title, number of credit/contact hours for each course, schedule for course/section (including start and end times), part of term, course duration and location.
 - 4. The Course Preference Form will request the part-time faculty member to:
 - a. indicate the number of credit hours/course(s) the Employee wishes to teach;
 - b. specify which courses/sections the part-time faculty member prefers to teach and is “qualified” to teach;
 - c. indicate the preferred course delivery modalities;
 - d. provide additional information about availability (days when available/unavailable, times when available/unavailable, specify campus availability/unavailability, specify any portion of a semester when the part-time faculty member will be unavailable, etc.);
 - e. attach documentation relating to Section 3.C., if the part-time faculty member so chooses.

- B. The part-time faculty member is solely responsible for returning the completed Course Preference Form via e-mail to the appropriate Administrator no later than the deadline referenced in Section 6.A.2 above.
- C. Failure to timely return the form shall render the part-time faculty member ineligible for consideration for appointment for the forthcoming/upcoming semester. The Employer may, at its sole discretion, nevertheless offer an appointment to the otherwise ineligible part-time faculty member.
- D. When assigning courses, the Employer will make an effort to accommodate part-time faculty members' preferences.
- E. The distribution, receipt and consideration of the "Course Preference Forms" do not obligate the Employer to provide a specific course/section to a part-time faculty member with Continuing Status.

Section 7: Appointments - Notice

- A. No later than 45 calendar days prior to the first day of the semester, the Employer must provide to all Continuing part-time faculty members who have timely returned a completed Course Preference Form either:
 - 1. Written notice of appointment for one or more classes in the upcoming semester; or
 - 2. Written notice that the part-time faculty member will not be offered any appointment in the upcoming semester. If the part-time faculty member makes written request to the appointing Administrator within ten (10) business days after the Section 7.A.2. notification, the Employer will – within ten (10) business days after receiving the part-time faculty member's written request - provide the part-time faculty member with a written explanation why they were not offered an appointment.
- B. If the Employer cancels a course/class (where there was an accepted offer of appointment) fewer than seven (7) calendar days before the course/class was scheduled to start/commence, the Employer shall:
 - 1. Offer an equivalent section, if available, or
 - 2. Pay the part-time faculty member \$100

Section 8: Appointments - Temporary/Substitution

An assigned instructor unable to meet their instructional duties will be temporarily replaced as follows:

- A. The Employer may offer a "Temporary Appointment" to a part-time faculty member when the assigned instructor is absent two (2) or more consecutive calendar weeks (14 or more consecutive calendar days) during one semester. A "Temporary Appointment" contract will be

acknowledged/agreed to by both the Employer and the part-time faculty member and will include the course title, section number, day and time, number of credit hours, number of lab hours (if applicable), beginning and end date, and total compensation.

- B. The Employer may offer a substitution appointment to a part-time faculty member when the assigned instructor is absent fewer than two (2) consecutive weeks (less than 14 consecutive calendar days) during one semester. A substitution appointment will be acknowledged/agreed to in writing.

Section 9: Vacancies

- A. If a full-time faculty position becomes available, the Employer will give equal/due consideration to qualified part-time faculty members who timely apply.
- B. Any part-time faculty member applicant(s) not selected for a vacant full-time faculty position will be informed of the Employer's decision as soon as possible after the hiring decision is announced.

ARTICLE XII - EVALUATION

Section 1: Classroom Observation Evaluation

- A. The Employer will observe newly hired part-time faculty members each of the first two semesters in which they are teaching a course.
- B. Beginning the third semester, part-time faculty members will be observed once a year for two calendar years, after which observations will be conducted once every three years. With appropriate notice and explanation to the part-time faculty member, the Employer may schedule additional observations.
- C. When part-time faculty members teach in multiple departments, via multiple delivery methods, and/or on different campuses, the Employer may observe the part-time faculty member in any department, on any delivery method, and/or on any campus. The Employer will determine in which department(s), on what delivery method(s), and/or on which campus(es) the observation(s) will take place, subject to the schedule above. The number of observations shall not exceed the observation schedule developed in Parts A and B above.
- D. The Employer shall utilize one standard observation form for all part-time faculty members. A separate standard observation form will be used for all blended/hybrid and online courses. part-time faculty member faculty may

make recommendations to the Employer regarding suggested changes to the standard observation form.

- E. The part-time faculty member and the Employer will mutually agree to the date, time and class to be observed. Absent agreement, the Employer will set the date, time and class. The part-time faculty member may arrange for another KVCC employee of their choice to attend the classroom observation as an observer.
- F. The Evaluator will provide the written evaluation to the part-time faculty member within fourteen (14) calendar days of the observation. Thereafter, either party may schedule a meeting to discuss the evaluation and the Evaluator's suggested adjustments (if any).
- G. An part-time faculty member may, within seven (7) calendar days, append a written response to the evaluation. The written evaluation will be signed by the part-time faculty member and the Evaluator before being placed in the part-time faculty member faculty member's personnel file.
- H. Observations and written evaluations shall not be grieved, with one exception, where the part-time faculty member alleges the Employer failed to comply with the above contractual procedures.
- I. Observation(s) and/or written evaluation(s) may be introduced during the grievance/arbitration procedure if the Employer disciplines, terminates or does not reappoint a part-time faculty member based on the part-time faculty member's observation(s) and/or written evaluation(s).

Section 2: Student Evaluations

- A. Part-time faculty members will conduct student course evaluations in all classes each semester using the Employer's standard approved instrument and process. Part-time faculty members may make recommendations to the Employer regarding suggested changes to the instrument and process.
- B. The Employer will place student course evaluation summaries in part-time faculty members' personnel records. Part-time faculty members may also have student statements of appreciation placed in the part-time faculty member's personnel record.
- C. Student evaluations shall not be the only method of determining teaching effectiveness.

Section 3: Student Complaints

Provided the Employer complies with this Section 3, meritorious formal student complaints may affect a part-time faculty member's evaluation.

A. Definition and General Provisions

1. A complaint is a student's grievance or concern that he/she has been treated unfairly or that their rights have been violated.
2. The student will first attempt to informally resolve their complaint per the Student Handbook's "Student Grievances and Concerns" process and the informal portions of the "Student Appeal Process".
3. If the student's complaint is not resolved informally, the student may file a formal written complaint with the Chief Academic Officer as outlined in the Student Handbook's "Student Appeal Process". The Employer will notify the part-time faculty member when/if the Employer receives a formal student complaint.

B. Student Complaint Process (Informal Process)

If a complaint from a student concerning a part-time faculty member is brought to a Dean, the Dean will refer the complaint to the appropriate Chair for resolution. If successful resolution is not achieved through the Chair, referral will go back to the Dean. Prior to taking action on the complaint, the Dean will discuss the complaint with the part-time faculty member. In an extraordinary circumstance, the Dean may inform the part-time faculty member after taking action on the student's complaint.

C. Student Complaint Process (Formal Process)

Before the settlement meeting/discussion referenced in the Student Handbook's "Student Appeal Process" (Section II, B) takes place, the Employer will:

1. Provide the part-time faculty member with a copy of the student's written complaint.
2. Provide the part-time faculty member an opportunity (aided by a union representative if the part-time faculty member so desires) to review all materials constituting the Employer's investigative record.
3. Allow the part-time faculty member (aided by a union representative if the part-time faculty member so desires) to present materials in their defense.
4. The Employer will provide the part-time faculty member with a written decision, explaining either that the student's formal written complaint was found to have merit or not have merit.

5. The part-time faculty member may append a written statement to the Employer's written decision. This written statement must be submitted to the Chief Academic Officer no more than ten (10) calendar days after the date of the written decision.

D. Documentation

1. All student complaint records retained by the Employer will be maintained in accordance with established procedures, will be considered confidential and will be accessible only to those who have a "legitimate educational interest". Upon reasonable request, such records will be made available for review by the part-time faculty member.

ARTICLE XIII - PROFESSIONAL DEVELOPMENT

Section 1: Every part-time faculty member may choose to participate in professional development events on campus. These may include, but are not limited to Faculty Success Center offerings, Seminar Days, in-service programs, workshops, etc. In order to be eligible for continuing status, a part-time faculty member must complete the Onboarding Seminar offered through the Faculty Success Center within their first four (4) semesters of teaching at KVCC. To maintain continuing status, a part-time faculty member must complete Level Two Onboarding consisting of ten (10) hours of professional development on topics related to current college initiatives, support services, and pedagogy. These activities must be completed over a three (3) year period. The Employer will provide a part-time faculty member with a \$250 stipend upon successful completion of the Onboarding Seminar, and another \$250 stipend upon successful completion of the Level Two Onboarding.

Section 2: When the Employer gives written approval for the part-time faculty member to attend and/or participate in any external training or professional development, the Employer will pay associated actual costs, subject to standard College reimbursement policies.

Section 3: Before a part-time faculty member will be appointed to teach a blended/hybrid or online course(s), the part-time faculty member must successfully complete the College-endorsed training. Section 4: If the College requires part-time faculty to complete other training, and the training is approved and authorized by the Provost's office in advance, the College will provide those part-time faculty members who are required to complete the training a stipend that amounts to approximately \$25/hour based on the average length of time that the College expects the training to take to complete. The Provost's office will notify part-time faculty members as to the amount of the stipend to be provided for each required training.

**ARTICLE XIV -
COMPENSATION AND BENEFITS**

2022

Winter & Summer Semesters

Instructional Strategy	Base # Students	Rate Unit	< Than Cont. Status	Cont. Status
1. Lecture/Discussion	15-45	Credit Hour	858.12	921.42
	46-89	Credit Hour	1083.39	1163.21
	>89	Credit Hour	1385.26	1487.25
2. Composition	13-24	Credit Hour	858.12	921.42
3. Standard Lab	15-45	Contact Hour	686.49	737.13
4. Independent Study	Each Stu.	Enrolled Stu	172.72	185.48
5. Sub Pay		Clock Hour	18.90	18.90

2022 – 2023

Academic Year

Instructional Strategy	Base # Students	Rate Unit	< Than Cont. Status	Cont. Status
1.Lecture/Discussion	15-45	Credit Hour	875.28	939.85
	46-89	Credit Hour	1105.06	1186.47
	>89	Credit Hour	1412.97	1517.00
2.Composition	13-24	Credit Hour	875.28	939.85
3. Standard Lab	15-45	Contact Hour	700.22	751.88
4. Independent Study	Each Stu.	Enrolled Stu.	176.17	189.19
5. Sub Pay		Clock Hour	19.28	19.28

2023 -2024

Instructional Strategy	Academic Year		Rate Unit	< Than Cont. Status	Cont. Status
	Base # Students				
1. Lecture/Discussion	15-45		Credit Hour	892.78	958.64
	46-89		Credit Hour	1127.16	1210.20
	>89		Credit Hour	1441.23	1547.34
2. Composition	13-24		Credit Hour	892.78	958.64
3. Standard Lab	15-45		Contact Hour	714.23	766.91
4. Independent Study	Each Stu.		Enrolled Stu.	179.69	192.97
5. Sub Pay			Clock Hour	19.66	19.66

Section 1: Salary Schedules

- A. Part-time faculty members shall be paid according to their placement on the salary schedules. No part-time faculty member may exceed 29.75 service hours per work week.
- B. “Open labs” will not be considered/counted /paid as work/contact/service hours. Part-time faculty members will not be scheduled for and will not attend “open labs.”
- C. “Lecture” and “Standard lab” hours will be considered/counted/paid as service hours. The ACA formula (1 hour teaching/classroom time +1.25 hours class preparation/grading credit for each teaching/classroom hour = 2.25 service hours) will apply to “lectures” and “standard labs.”
- D. Part-time faculty members will work one (1) office hour per work week, regardless of the number of sections taught. This office hour will count as one (1) service hour and the ACA 2.25 formula does not apply to this office hour.
- E. Each substitution hour for which an part-time faculty member receives the sub pay rate will be counted as one (1) work/contact/service hour. The ACA 2.25 formula does not apply to substitution hours.
- F. If following ratification and approval, it appears that the above formula would result in KVCCFT bargaining unit members being defined as “full-time” for ACA purposes, then the Employer can request and the parties will immediately reopen and renegotiate this Article to ensure an ACA formula that assures bargaining unit members remain “part-time” for ACA purposes. If the government changes the ACA formula, either party (KVCCFT or KVCC) can request and the parties will immediately reopen and renegotiate the formula in this Article.

Section 2: Course Assignment/Pay

- A. In accordance with Article XI, Section 7.A.1, the Employer will provide part-time faculty members with Continuing Status a written notice of assignment. The written notice will specify classes and/or labs assigned and the corresponding pay for such assignment.
- B. Pay as stated in the written notice of assignment will be adjusted in accordance with the salary schedule once Census One is reached. Census One is defined as the point in time when 1/10 of the length of a course is attained.

Section 3: Substitution Pay

- A. In accordance with Article XI, Section 8.B, the Employer may offer a substitution appointment to a part-time faculty member when the assigned instructor is absent fewer than two (2) consecutive weeks (less than 14 consecutive calendar days) during one semester.
- B. Part-time faculty members accepting a substitution assignment shall be paid the sub pay rate in accordance with the salary schedule.

Section 4: Temporary Appointment Pay

- A. In accordance with Article XI, Section 8.A, the Employer may offer a temporary appointment to a part-time faculty member when the assigned instructor is absent for two (2) or more consecutive calendar weeks (14 or more calendar days) during one semester.
- B. Pay for temporary appointment will be prorated based on the contract amount a part-time faculty member would have been paid if he/she fulfilled the original assignment. For example, a part-time faculty member, who accepts a temporary appointment and teaches 3 weeks of a 15 week class, will be paid 3/15 of the assignment.

Section 5: Pay Schedules/Pay Frequency

- A. Typically, pay schedules are published 90 calendar days in advance of the start of the academic year. Any one or more of the dates on the published pay schedules may be changed without prior notice. In the event a pay date is changed, part-time faculty members will be notified within 24 hours by college wide e-mail. Pay schedules shall be published on an Employer Intranet site dedicated to Federation and/or bargaining unit business and/or social events. A responsible Federation officer may submit – to the Employer’s Vice President for Human Resources – information which the Federation requests be posted on the intranet; provided the request deals with Federation and/or bargaining unit business and/or social events, Human Resources will direct that IT post the information.
- B. Part-time faculty members are paid in accordance with the published pay schedule. The Employer will provide notice of each semester’s first pay date.

Section 6: Wellness and Fitness Center

Part-time faculty members may use the Wellness and Fitness Center at the Texas Township Campus at no charge. Spouses and dependents (16 years of age or older) of part-time faculty members may use the Wellness and Fitness Center at the Texas Township Campus for a charge of one-half the cost of an in-district one contact hour class each semester. Summer will count as one semester.

**ARTICLE XV -
ABSENCES**

It is the responsibility of part-time faculty member to avoid tardiness or absence.

Section 1: Part-Time Faculty Member Absences

- A. No part-time faculty member may cancel a class. The responsibility for canceling a class rests solely with the appropriate Administrator.
- B. Except in case of personal illness or emergency the part-time faculty member must submit a written request to the appropriate Administrator to be absent from class. Requests must be approved in writing at least twenty-four (24) hours in advance of the absence.
- C. In the case of personal illness or emergency the part-time faculty member must call the “Faculty Absence line” as far in advance as possible prior to the first class or commitment to be missed. The dean or designee may arrange for another qualified person to substitute in the part-time faculty member’s absence.
- D. All substitutes must be arranged by, approved by and processed through the appropriate Administrator.

Section 2: Paid Personal Day (PTO)

- A. Part-time faculty members teaching the following credit loads will each semester be allowed the following paid personal days:

<u>Credits Taught</u>	<u>PTO Days/Semester</u>
3-5	1
6+	2

- B. PTO may be used only for the part-time faculty member’s or their immediate family member’s illness or planned medical treatment that cannot be scheduled outside of class hours, or emergencies. If used for planned medical treatment that cannot be scheduled outside of class hours, the part-time faculty member must make advance arrangements with the appropriate Administrator (See, Section 1.B.) as far in advance as reasonably possible. If the absence is unplanned (illness or emergency) the part-time faculty member must call the “class cancellation line” as far in advance as possible (See, Section 1.C.). If the Employer has reason to believe that a part-time faculty member used PTO for an improper purpose, falsified the reason(s) for taking PTO, or the part-time faculty member has

excessive absenteeism, the Employer may require the part-time faculty member to provide documentation substantiating the need for the time off.

C. PTO may be used in full-day or half day (e.g. 6 am – noon; noon – 6:00 pm; 6:00 pm – 11:59 pm) increments. If a class overlaps two (2) of the above time increments, the part-time faculty member will be charged for only one (1) half-day.

D. Unused PTO will not accrue and may not be carried over from semester to semester.

Section 3: Documented Leave

- A. Documented Leave is available to any/all part-time faculty members working one (1) or more credit hour(s) in the semester.
- B. In the event of a court summons (jury duty or subpoena) or a death in the family (defined as spouse, parent, step-parent, parent-in-law, sibling, step-sibling, sibling-in-law, child, stepchild, grandchild, step grandchild, grandparent, step grandparent), the part-time faculty member will be allowed one (1) calendar day leave without loss of pay, in consultation with the appropriate Administrator.
- C. Eligible part-time faculty members may use PTO or may request Approved Unpaid Leave to extend Documented Leave.
- D. The part-time faculty member must notify the appropriate Administrator promptly after receiving her/his court summons, subpoena or learning of the family member's death. Upon request the part-time faculty member will promptly provide the appropriate Administrator with documentation proving the need for Documented Leave.

Section 4: Approved Unpaid Leave Day(s)

- A. The part-time faculty member must make timely arrangements with the appropriate Administrator to take unpaid leave (e.g. upon receiving orders to report for military duty, when the part-time faculty member requires a medical leave of absence, to extend Documented Leave, etc.)
- B. Family Medical Leave: Nothing in this Article shall be construed to limit a part-time faculty member's rights under the Family and Medical Leave Act.

Section 5. Emergency Closing

- A. If KVCC is closed (for up to 3 consecutive business days) or there is a delayed opening due to forces beyond anyone's control (e.g. weather, emergency, pandemic, etc.), part-time faculty members will not experience a loss of pay. Pay will be stopped if/when the closure lasts more than three (3) consecutive business days. Part-time faculty members are not expected to work and should not work when the closure lasts four (4) or more consecutive business days.

ARTICLE XVI - GRIEVANCE PROCEDURE

It is the intention of the parties to provide a peaceful and orderly procedure to resolve any disagreement concerning the interpretation of this Agreement which has not been resolved through the use of normal administrative procedures.

Section 1: Grievance Levels

A. Informal Adjustments

Prior to filing a written grievance, the Grievant shall meet with the party against whom such grievance is to be asserted for the purpose of attempting to adjust such alleged grievance without further proceedings. The request for the meeting must be made within ten (10) business days from the time of the event or the time the Grievant reasonably should have known of the event. The Grievant may ask that a Union representative be present at the informal conference.

B. Written Grievance and Formal Adjustment.

1. If the grievance is not satisfactorily resolved at the informal conference, the Grievant and the Federation shall have five (5) business days within which to file a written grievance with the Employer's Contract Administrator.
2. Such written grievance shall include the following items 1 through 7.
 - An identification of the Grievant(s),
 - Identify the party (if any) against whom the grievance is being asserted,
 - The facts upon which the grievance is based,
 - The applicable portion(s) of the Agreement allegedly violated,
 - The specific relief requested,
 - The date of the grievance, and
 - The signatures of the Grievant and the KVCCFT's Grievance Chair.
3. The Employer will schedule a formal conference which shall be held within ten (10) business days from the receipt of the written grievance. The purpose of such formal conference shall be to seek a positive and constructive disposition of the grievance and to avoid the necessity for further proceedings.
4. Any mutual agreement as to the disposition of the grievance shall be in writing.
5. If the parties are unable to reach agreement the Employers Contract Administrator shall –within ten (10) business days after completion of the formal conference – file a reply with the KVCCFT's Grievance Chair, unless both the Federation and the Employer shall request that the conference be adjourned and reconvened with a state mediator.

C. Arbitration

1. If the grievance is not satisfactorily resolved at the formal conference or before a state mediator, the grievance shall be submitted to arbitration if the Federation requests such within twenty (20) business days from the receipt of the formal conference reply.
2. The arbitrator shall be selected and the hearing conducted in accordance with the rules of the American Arbitration Association, provided, however that:
 - a. The arbitrator shall not have the authority to vary the terms of the Agreement nor to determine that any provision is unconstitutional nor contrary to any federal or state statute or regulation, it being expressly agreed that any such determination shall be made by a court of law. The arbitrator is expressly limited to the provisions of this contract when considering a grievance and rendering a decision.
 - b. The arbitrator shall also not have the authority to order that a discharged part-time faculty member be reinstated or offered a new appointment, but shall be limited in their jurisdiction on these matters to determining whether the contractual procedures have been followed. In addition, any monetary remedy for wrongful discharge shall be limited to the remaining unpaid portion of the part-time faculty member's appointment.
 - c. The arbitrator shall render a written decision within thirty (30) calendar days from the conclusion of the hearing or the submission of arbitration briefs whichever shall be later.
3. The arbitrator's decision shall be final and binding on all parties, and shall be subject to appeal if the arbitrator exceeds the bounds of their authority.

Section 2: General Procedures

- A. Definitions. As used in this article the word
 1. "Grievant" means the party or employee filing the grievance. He or she shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
 2. "Event" means the act or omission which the Grievant alleges violates one or more provisions of this Agreement.
- B. Forms of Action. All grievances, replies and requests shall be in writing and shall be filed with each party.
- C. Exclusions.

The grievance procedure shall not apply to a grievance by any employee who desires to assert his or her legal right to present such grievance directly to the Employer and have it adjusted without the intervention of the Federation, provided the adjustment is not inconsistent with the terms of this Agreement.

D. Withdrawals and Denials.

Any Grievance or request for advancement to the next grievance level which is not made within the time prescribed, shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall automatically advance to the next grievance level unless withdrawn.

E. Place of Proceedings.

All proceedings up to arbitration shall be held on the Employer's campus. Arbitration hearings shall be held at a location selected by the arbitrator within Kalamazoo County and the cost of any facilities located off campus shall be shared equally by the parties.

F. Costs.

Except for the cost of the facility, any fee paid for the services of an arbitrator shall be paid by the non-prevailing party. Each party shall be responsible for its own costs.

G. Contract Termination.

The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

ARTICLE XVII - SCOPE OF AGREEMENT

Section 1: This Agreement represents the entire agreement between the Employer and the Federation. This Agreement shall supersede and cancel all previous agreements between the Employer, the Federation and/or part-time faculty members. Any agreement(s) that supplement this Agreement shall not be binding or effective unless reduced to writing and signed by the Employer and the Federation.

Section 2: No past practice, course of conduct, or understanding prior to the date of ratification which varies, waives or modifies any of the express terms and conditions contained herein shall be binding upon the parties hereto unless made and executed in writing by the Employer and the Federation.

Section 3: The Employer and the Federation acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the

parties after the exercise of that right and opportunity are set forth in this Agreement. No provision of this Agreement, nor the right of either the Employer or the Federation under the terms of the Agreement, shall be changed or altered in any way unless such change or alteration is agreed to in writing between the Employer and the Federation. Therefore, the Employer and the Federation, for the duration of this Agreement, each voluntarily waives the right to make further demands and proposals, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.

Section 4: Any agreement reached between the Employer and the Federation is binding upon all employees in the bargaining unit, the Employer and the Federation, and may not be changed by any individual or group of employees, or unilaterally by the Employer or the Federation.

Section 5: Should any part or provision of this Agreement be rendered or declared illegal or invalid by operation of law or by decision of any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remaining, unaffected part(s) or provision(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party, the Employer and the Federation shall enter into collective bargaining for the purpose of attempting to negotiate a mutually satisfactory replacement for such provision.

ARTICLE XVIII - DURATION

This Agreement shall become effective upon ratification by the KVCCFT and approval by the KVCC Board of Trustees, and shall continue in full force and effect until 12:01 a.m. on the last day of Summer Semester 2024.

If either party wishes to amend or modify this Agreement, that party must provide written notice to the other party between November 1 and December 1, 2023. Following timely notice, the parties will begin negotiating at a mutually agreed-upon date/time after the start of Winter semester 2024, with the intention of reaching a successor Agreement prior to the end of Summer Semester 2024.

If timely written notice is not provided as set forth above, then this Agreement will automatically renew (with no pay increase) for successive periods of one (1) year. If either party thereafter wishes to amend or modify this Agreement, that party must provide written notice to the other party at least sixty (60) but not more than ninety (90) calendar days prior to the end of any one (1) successive year automatic renewal period. Absent timely notice, this Agreement will automatically renew (with no pay increase) for a period of one (1) year.

This Agreement is signed in Kalamazoo, Michigan effective this 14th, day of December, 2021.

KVCCFT

[Handwritten signature]

KVCC

L. Marshall Washington

