

SOUTHWESTERN

AN OREGON COMMUNITY COLLEGE

NWCCU 2020 Comprehensive Report 2B and 2C Exhibits



BP: 4035

TEACHING ABOUT CONTROVERSIAL ISSUES

The Board of Education believes that issues in controversy, where they are properly a part of the course content and that include fair presentation of all points of view, should be encouraged.

END OF POLICY

Legal Reference(s):

See Oregon Administrative Rules (OAR's) See Oregon Revised Statutes (ORS)

BP: 4025

REPRODUCTION OF ALL COPYWRIGHTED MATERIALS

The Board directs the President to provide guidelines for the "fair use" of copyrighted materials that meet the requirements of Section 107 of the Copyright Act of 1976 and applicable amendments, and to establish administrative policies and procedures for determining the appropriate consequences should violations occur.

END OF POLICY

Legal Reference(s):

See Oregon Administrative Rules (OAR's) See Oregon Revised Statutes (ORS)

Administrative Policies and Procedures:

8.014

Board Policies:

5060

BP: 4035

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Student Handbook

SOUTHWESTERN OREGON COMMUNITY COLLEGE (SWOCC) www.socc.edu

Mission

Southwestern Oregon Community College supports student achievement by providing access to lifelong learning and community engagement in a sustainable manner.

Vision

Southwestern leads and inspires lifelong learning.

Southwestern Oregon Community College does not discriminate on the basis of race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans in employment, education, or activities as set forth in compliance with federal and state statutes and regulations.

Index

Chapter 1- Student Right to Know

Chapter 2- Student Rights and Responsibilities

Chapter 3- Laker Code

Chapter 4- Confidentiality

Chapter 5- Audio Recording

Chapter 6- Animals on Campus

Chapter 7- RAVE Alert System

Chapter 8- Acceptable Use of Technology

Chapter 9- Campus Security

Chapter 10- Housing

Chapter 11- Student Success Center

Chapter 12- Laker Learning Commons

Chapter 13- TRIO Student Support Services

Chapter 14- Other Services and Support

Chapter 15- Graduation

Chapter 16- Grade Appeals

Chapter 17- Student Grievance Procedure

Chapter 1 - Student Right to Know

In accordance with 34 CFR Part 668, you have the right to know certain information about Southwestern Oregon Community College, including a variety of academic information, financial assistance information, institutional information, information on completion or graduation rates, institutional security policies and crime statistics, and athletic program participation rates and financial support data.

Chapter 2 – Student Rights and Responsibilities

Southwestern Oregon Community College (SWOCC) students, as free citizens and members of a learning community, enjoy particular rights. Along with these rights is the responsibility to conduct oneself in accordance with the standards of the College that are designed to advance student learning. Although not all of these rights can be found in any document, it is important to note those that are most fundamental.

For a list of policies visit (https://mylakerlink.socc.edu/ICS/Administrative Services).

Alcohol and Drug-Free (Refer to APP 7135 for the full policy)

It is the Administrative procedure of the Southwestern Oregon Community College District that the College is committed to the prevention of the misuse and abuse of alcohol and drugs by both students and employees. Drug and alcohol abuse is a significant public health problem which has spread throughout our society, affecting performance and productivity, as well as our level of general health. In addition, the use of alcohol and drugs can adversely affect an organization's level of safety as well as its public confidence and trust.

Southwestern Oregon Community College defines the following behaviors as violations of the standards of student conduct: The possession of alcoholic beverages or controlled substances on the College campus or any other facility that is rented, leased, owned or occupied by the College at any time when classes or student activities are scheduled, except as specifically approved by the College President or designee.

Sanctions which may be imposed on students for violations of the code include: disciplinary probation, temporary exclusion (removal from classes, privileges, or activities for a specified period), expulsion (termination of student status).

Equity and Inclusion

Students, their families, employees, and potential employees of the Southwestern Oregon Community College District are hereby notified that Southwestern Oregon Community College does not discriminate on the basis of race, color, religion, ethnicity, use of native language, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy, or any other status protected under applicable federal, state, or local laws.

Freedom of Association

Students shall be free to organize and join associations to promote their common interests subject to the following considerations.

- A. The membership, policies and actions of a student organization will be determined by vote of only those persons who are bona fide Southwestern Oregon Community College students.
- B. Affiliation with an extramural organization shall not of itself disqualify a student organization from institutional recognition.
- C. Each organization shall be free to select its own Southwestern Oregon Community College advisor. Advisors must be either contracted faculty or staff currently employed by SWOCC. SWOCC staff serves the college community when they accept the responsibility to advise and consult with student organizations to provide guidance to the group on college procedure and policy.
- D. Student organizations shall be required to submit a statement of purpose, criteria for membership, rules of procedures, a current list of officers, and a certified number of active members as a condition of institutional recognition.
- E. Campus organizations, including those affiliated with an extramural organization, shall be open to all students without respect to race, color, sexual orientation, marital and/or parental status, religion, national origin, age, mental/physical disability or learning disability, Vietnam era or disabled veteran status, or any other status protected under applicable federal, state, or local law. Disability consultations are available through the Office of Accessibility.

Freedom of Inquiry and Expression

Students shall be free to take exception with the information or views presented in any course without it affecting their grade as long as the disagreement is not disruptive to the instructional process. Students are responsible for learning the content of any course for which they have enrolled even if they disagree with the course content. Students and student organizations shall be free to examine and discuss all questions of interest to them, and to express opinions publicly and privately. They are free to support causes by orderly means that do not disrupt the regular and essential operation of the institution. At the same time, it should be made clear to the academic and the larger community that in their public expressions or demonstrations, students or student organizations speak only for themselves. Actions by individuals or groups to prevent the appearance of speakers who have been invited to the campus, and actions to obstruct or restrain other members of the academic community and campus visitors by physical force are subject to sanction.

Freedom to Participate in Institutional Governance

Student representation on selected SWOCC councils and committees provides an opportunity for students to participate in institutional governance.

Nondiscrimination/Nonharassment (*Refer to APP 7165 for the full policy*)

Southwestern Oregon Community College wishes to maintain a place of learning and work that is free of unlawful discrimination or harassment. The college prohibits discrimination or harassment based upon a person's race, color, religion, ethnicity, use of native language, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy, or any other status protected under applicable federal, state, or local laws.

Sexual Offender Registration

Anyone who is required to register as a sex offender under ORS 181.592-181.607 (sexual offender registration) or has been ordered by any court, parole board, or other public agency to not have contact with persons under the age of 18 must notify the Office of Administrative Services at Southwestern Oregon Community College (1988 Newmark Ave., Coos Bay OR 97420) in writing within one business day of registering for any class at the College.

Student Publications (*Refer to APP 8050* for the full policy)

It is the policy of the College that all student-edited campus media publications have been established as designated public forums for student expression.

It is the College's intent student media will provide a full opportunity for its students to inquire, question, and exchange ideas and that they will strive to reflect all areas of student interest, including topics about which there may be dissent or controversy.

In student publications, both electronic and in print, content must follow the accepted ethics and standards of journalism and opinions must be disclaimed as not necessarily those of the College.

Tobacco Use Environment (Refer to APP 7155 for the full policy)

Southwestern Oregon Community College is committed to providing a safe and healthy environment for its employees, students, and visitors. Consequently, except in designated smoking areas, the use or carrying of any lighted smoking instrument in College buildings or on College premises, at events on College premises, or in College-owned, rented, or leased vehicles is prohibited. The distribution and/or sale of tobacco including any smoking device, is prohibited. For the purpose of this policy, "tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, e-cigarette, vaporizer pens, and any other smoking product; and smokeless or spit tobacco, also known as dip, chew, snuff or snus, in any form.

Coos Bay campus designated smoking areas

- 1- West side of parking lot 1.
- 2- South side of parking lot 2.
- 3- Southeast side of parking lot 3.
- 4- Student Housing parking lot (outside Trinidad Head)
- 5- Student Housing parking lot (outside Cape Arago)

The Brookings campus is a tobacco-free campus.

Chapter 3 – Laker Code

- Students have the responsibility to obey and follow the Laker Code, <u>College policy and procedures</u>, <u>Board policies</u>, the ASG bylaws, federal and state statutes, and city ordinances. The <u>ASG constitution</u> and <u>bylaws</u> and <u>College policy and procedures</u> shall provide means for student involvement.
- 2. Students are responsible for fulfilling the requirements of their courses
- Students are responsible for the effects of their decisions and behavior that becomes
 destructive to the educational goals and processes of Southwestern Oregon Community
 College.

The following activities may result in disciplinary action:

- 1. **Academic Plagiarism:** The intentional submission for evaluation to a College instructor or administrator of material based on ideas or work done by someone other than the submitter, without reasonable written documentation of material's original source.
- Academic Cheating: The intentional submission for evaluation to a College instructor or administrator of material based, in part, on a source or sources forbidden by generally accepted standards or by regulations established by the evaluator and disclosed in a reasonable manner.
- 3. **Animal Abuse:** Intentionally, knowingly, or recklessly causing physical injury to an animal in violation of ORS 167.
- 4. **Furnishing false information** to the College with the intent to deceive.
- 5. Forgery, alterations, or misuse of college documents, records, or identification cards.
- 6. **Detention, physical abuse, or conduct** that threatens imminent physical abuse of any person in the college community.
- 7. **Malicious destruction, damage, or misuse** of college or personal property on the college campus. College property is defined as all real and/or tangible property owned or controlled by the College, including but not limited to buildings, grounds, equipment, motor vehicles, library, or other instructional materials.
- 8. **Theft or extensive damage** to another's property at the College or College-related environment.
- 9. Hazing: Any initiation rites, on or off campus, involving any intentional action or situation that a reasonable person would foresee as causing mental or physical discomfort, embarrassment, or ridicule. Individual acceptance of or acquiescence to any activity that occurs during an initiation rite does not affect a determination of whether the activity constitutes hazing.
- 10. The possession, use, or threatened use of firearms, ammunition, knives, explosives, dangerous chemicals, or any other objects as weapons on College property, except as expressly authorized by law or institutional regulations. 5.014
- 11. The possession of alcoholic beverages or controlled substances on the College campus

- or any other facility that is rented, leased, owned, or occupied by the College at any time when classes or student activities are scheduled. *APP 7135*, *BP 7135*, *APP 10016*
- 12. **Sexual Harassment:** Repeated and unwanted sexual advances, requests for sexual favors, and other verbal and physical conduct which results in inhibition of unconstrained academic interchange or career advancement, or creates an intimidating, hostile, or offensive environment for one of the parties. <u>APP 7165</u>
- 13. Substantial and material interference with the operation of the College.
- 14. **Failure to comply** with the terms of any penalties applied under this Student Conduct Code.
- 15. **Disorderly Conduct**: Knowingly and intentionally engaging in violent, tumultuous, or threatening behavior which results in inconvenience, annoyance, or alarm, creates unreasonable noise, or disturbs any lawful assembly of persons.
- 16. **Eluding** or attempting to elude a College Campus Security officer who is pursuing official duty.

Additional Sanctioning Bodies:

- 1. Athletic Department: See current Athletic Handbook
- 2. Residence Life/Housing: See current Housing Page
- 3. Nursing Standards: See current Nursing Handbook
- OCCI: See current OCCI Handbook
- 5. Student Government (ASG): See current ASG Bylaws
- 6. Federal Financial Aid Regulations pertaining to drug convictions: Eligibility regarding drug convictions student is ineligible for financial aid if he/she has a drug conviction which is declared at the time student files the FAFSA. Ineligibility begins from date of conviction. Please note that this is a self-declaration when the student files the FAFSA.

Possible sanctions for violations of the Laker Code

The Dean of Students, Vice President of Student Services, or designee will be responsible for maintaining and disseminating a disciplinary procedure for imposing sanctions while ensuring a student's right to due process. The severity of the sanction(s) should reflect the severity of the violation and may be imposed singly or in any combination. Sanctions for violation(s) of the Laker Code (or any other violations of <u>Board policies</u> or <u>College administrative rules and regulations</u>) may include, but are not limited to, the following:

- Written Reprimand: Written warning that a student's conduct does not meet College standards and that continuation of such misconduct may result in further disciplinary action.
- 2. Disciplinary Probation: Imposition of a probationary status, for which further violations may result in additional disciplinary action, including suspension. Disciplinary probation may be imposed for any length of time up to one calendar year. The terms of the probation and conditions for ending it will be specified in a letter to the student.

Disciplinary probation may include referral for intervention, screening, and treatment in cases where use of alcohol or other controlled substances have impaired safety and judgment.

- 3. **Personal Mental Health Referral:** A sanction which may be invoked in circumstances where the student's behavior poses a potential threat to the campus community.
- 4. **Bar Against Re-Enrollment:** May be imposed on a student who has a disciplinary case pending or who fails to pay a debt to the College.
- 5. **Restitution**: Reimbursement for costs of damage to a person or property or for a misappropriation of property. Restitution may take the form of appropriate services to repair or otherwise compensate for damages. Restitution may be imposed in combination with any other penalty.
- 6. **Withholding of an Official Transcript:** May be imposed upon a student who fails to pay a debt to the College.
- 7. **Suspension from Rights and Privileges:** Imposes specific limitations on, or restrictions to, the status of a student's enrollment at the College.
- 8. **Suspension of Eligibility for Co-curricular Activities:** Prohibited from joining a recognized student organization and participating in activities or attending its meetings and/or from participating in official athletic or other co-curricular activities for any length of time up to one calendar year.
- 9. **Faculty may assign a failing grade:** for paper, test or course as a disciplinary action where appropriate. Faculty may also require a student to leave the classroom at any time for violations of the Laker Code.
 - **Readmission after Suspension:** When a student is suspended, the conditions for reenrollment must be met. The student will be required to meet with the Dean of Students, Vice President of Student Services, or designee prior to reenrollment, and to request reenrollment in writing. The Dean of Students, Vice President of Student Services, or designee will be responsible for determining if the conditions for reenrollment have been met and will provide the student, in writing, with the decision regarding the student's reentry into the College and the reasons for the decision.

NOTE: The parents or guardian of any dependent student under age 18 years of age who is placed on disciplinary probation, suspended, or expelled shall be notified.

Chapter 4 – Confidentiality

Confidentiality laws prohibit Southwestern Oregon Community College faculty and staff from discussing students' information with anyone, including parents and family members, without written consent.

What is FERPA?

Students' privacy is protected under the federal Family Educational Rights and Privacy Act, 20 U.P.S.C. Section 1232g; 34 CFR Part 99 (2000) and related state laws. SWOCC has developed procedures in accordance with the law. I Legal References: ORS 166.065, 341.290 (2) (3) (17), 659.850, 659.865, OAR 166-450-0000 to 0125, 589-010-0100, 589-002-0200 (1) (e), 591-004-0100 to 0750, 591-004-0500.

What does FERPA mean for college parents/advocates?

Generally, FERPA rules mean at the post-secondary level:

- Student academic information will be given to the student and not to the parents/advocates.
- College representatives are prohibited from discussing information about the student's academic record with parents/advocates.
- Parents and advocates do not have access to disability-related records unless the student provides express written consent.
- The only exception is in cases where a student is considered a threat to himself or others.

Chapter 5 – Audio Recording

Recording of classes at SWOCC is prohibited without written permission of the instructor. No instructor will be required to permit classroom recordings except under requirements of law, as detailed below. Any such recording properly approved in advance can be used solely for the student's own private study and not for commercial purposes or distribution outside of the class. Permission to allow the recording is not a transfer of any copyrights in the recording. Under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, students with disabilities who are unable to take or read notes have the right to audio record class lectures for their personal study only. Classes recorded for this purpose may not be shared with other people without the consent of the instructor. Information contained in the recorded lecture is protected under federal copyright laws and may not be published or quoted without the expressed consent of the instructor and without giving proper identity and credit to the instructor. *APP 4022*

Chapter 6 – Animals on Campus

(Refer to APP 8040 for the full policy)

While on the Southwestern Oregon Community College campus an animal's handler is responsible for the animal's behavior and containment, and the removal of the animal's waste. If the animal's behavior is deemed disruptive by College Administration to College programs, activities, or services, poses a threat to the health and/or safety of others, or displays threatening behavior, the animal must be removed from College grounds.

Service Animals

Service animals serving the disabled do not need prior permission to be on College property (leased or owned). Students with service animals must register their service animal with the Accessible Education office, or Executive Dean of Curry Campus.

Emotional Support and/or Companion Animals

Other animals such as emotional support animals (ESA) and companion animals are permitted on campus grounds (leased or owned), only when confined to a vehicle, cage, or on a leash of six feet or less, and kept under the physical control of the individual at all times.

ESA and companion animals are not allowed in buildings with the exception of the animal being brought into a facility for instructional or college sanctioned activities. Permission to bring ESA/Companion or other animals into campus buildings must be obtained from the Accessible Education office, or Executive Dean of Curry Campus before the animals may be brought into campus buildings. Once approval is granted, animals must be adequately cared for and appropriately secured.

Housing Students

Residents may not have animals live or visit them in their apartments without approval from the Accessible Education office. Animals include, but are not limited to, dogs, cats, birds, rodents, snakes, frogs, and lizards. Fish are permissible as pets, but the bowl or tank may not exceed five U.S. gallons. Housing typically fines residents \$50 for a Pets policy violation as well as the cost of additional cleaning, repair, furniture or carpet replacement, or extermination of pests. Housing will cite residents whom abuse, neglect, or abandon an animal in violation of Oregon Revised Statutes 167.310 to 167.390.

Chapter 7 – RAVE Alert System

The RAVE Alert System is a system for notifying students and college employees of an emergency on campus in the quickest way possible. When you register to receive RAVE Alerts, you will be notified via email or text.

RAVE alerts will be sent out when:

- There is an unexpected campus closure
- Your class is cancelled due to instructor illness or emergency
- A campus emergency occurs
- To relay important campus-wide information

You are strongly encouraged to register for this service.

You can register to receive alerts on the "Home" tab of <u>myLakerLink</u> by clicking on the "register" link under "Rave for Emergency Contact".

Chapter 8 - Acceptable Use of Technology

(Refer to <u>APP 5059</u> for the full policy)

The College community is encouraged to make use of Information Technologies in support of educational and administrative purposes. The College supports access to information with numerous views for the interest, information, and enlightenment of students, faculty, and staff.

Prohibited Use

The following behaviors are prohibited while using College Integrated Technology resources, including computers and networks owned or operated by the College, or to which the College is connected:

- 1. Modifying system or network facilities, or attempting to crash systems or networks;
- 2. Using personal software on College computers;
- **3.** Using network resources which inhibit or interfere with the use of the network by others.
- **4.** Using, duplicating, or transmitting copyrighted material without first obtaining the owner's permission, in any way that may reasonably be expected to constitute an infringement, or that exceeds the scope of a license, or violates other contracts;
- **5.** Tampering with software protections or restrictions placed on computer applications or files;
- **6.** Using College Integrated Technology resources for personal for-profit purposes;
- 7. Subverting restrictions associated with computer accounts;
- **8.** Using Integrated Technology resources to obtain unauthorized access to records, data, and other forms of information owned, used, possessed by, or pertaining to the College or individuals;
- **9.** Accessing another person's computer account without permission. Users may not supply false or misleading data, or improperly obtain another's password in order to gain access to computers or network systems, data or information. Obtaining access to an account name or password through the negligence or naiveté of another is considered to be a specifically prohibited use;
- **10.** Intentionally introducing computer viruses, worms, Trojan Horses, or other rogue programs into Integrated Technology resources that belong to, are licensed to, or are leased by the College or others;
- 11. Physically damaging Integrated Technology resources;
- **12**. Using, or encouraging others to use, Integrated Technology resources in any manner that would violate this or other College policies or any applicable state or federal law; and
- **13**. Falsely reporting or accusing another of conduct that violates these rules without a good faith basis for such an accusation;
- **14.** Intentional transmission or display of unwanted messages, information, or graphic images which create a hostile school or work environment for the recipient are inappropriate uses of College computer resources;

- **15**. Allowing non-approved users access to information on the College network that do not have a legitimate need and right to know specific information;
- 16. Sharing or allowing others to use your logon and password; and
- **17**. Connecting networking equipment including, but not limited to servers, routers, hubs and switches, and wireless access points to the campus network without written authorization from the Office of Integrated Technology and Services.

Chapter 9 – Campus Security

Campus Security officers are responsible for a wide range of services; protection of the campus peace and security, criminal activity suppression, crime report filing, criminal awareness counseling and presentation, preliminary fire and medical emergency inquiries and response, traffic accident investigation, drug and alcohol law violations, campus community patrols, and other public safety issues.

Time permitting, "courtesy assistance service" may be provided to members of the campus community in the form of vehicle battery charging and student and staff walkouts. To access this service, call the officers on duty at (541) 297-4200.

For crime prevention to be effective, the assistance of all campus members in the reporting of crimes or crimes in progress. If you see something suspicious or requiring a report call 9-1-1 and then Campus Security at (541) 297-4200 (duty officer's cell phone) for further instructions.

Campus Safety Crime Statistics

The Department of Campus Security's officers are responsible for public safety issues. Local Law enforcement provides additional coverage. For the most current crime statistics refer to SWOCC's Clery report at https://www.socc.edu/campus-security.

Emergencies - Medical

For a medical emergency, contact 9-1-1 immediately. Once 9-1-1 has been called, contact Campus Security at (541) 297-4200. Adults have the right to refuse medical transport. Emergency transportation must be provided by a licensed medical ambulance, a taxi, or a private vehicle driven by a family member or friend. Campus Security and college personnel are not authorized to transport individuals.

Parking

There are locations on campus that are designated as no parking, fire lane, and disabled parking; in these areas please adhere to the posted signs. Disabled students must display a valid DMV issued disabled parking placard.

Basic Rules for Parking and Safety

- Observe and obey all posted parking control signs.
- Park only in designated parking areas and marked spaces.
- Park only one vehicle per marked space.
- Do not block or obstruct other vehicles, campus roadways, thoroughfares or fire lanes; vehicles may be towed.

- Lock your vehicle doors and remove from sight any/all valuables: laptops, purses, cash, jewelry, backpacks, CDs, and books.
- Be responsible and respect the rights of others.

Student Housing

All residents must have a parking permit for any vehicle they park in the Housing parking lot. Housing provides one optional parking permit to each resident who has a vehicle registered in their name or in their parent's or guardian's name. The permit expires when the Room and Board Agreement has ended. Residents may not transfer the permit to another person

(Learn more about security at SWOCC by visiting https://www.socc.edu/campus-security)

Chapter 10 – Student Housing

Student Housing provides a safe academic environment for students living on campus. With capacity for more than 400 students, the apartment-style facility is ideal for personal growth and independence, social development, and academic progression.

Student Housing apartments are on campus, so residents can easily walk to classes and to the dining center in Empire Hall. Other conveniences on site include three laundry facilities, 24-hour computer lab, quiet study lounge, and clubhouse with a kitchen, large-screen TV, and recreational equipment. The apartments are within walking distance of supermarkets and restaurants.

One of the most valuable differences between Student Housing and off-campus housing are the nearly dozen Resident Assistants (RAs) who live with the residents. RAs are second-year (or greater) students who are trained to help students adapt to college life, mediate conflicts, enforce policies, and respond to emergencies. For more information, please visit the Student Housing website at https://www.socc.edu/why-swocc/student-housing/.

Housing Policies

Living in a community requires each member of the community to take responsibility for their personal safety, the security of their belongings, and the safety and respect of others. Students residing in student housing and their guest(s) are expected to abide by all policies outlined in the Room and Board Agreement. Students are expected to make their guest(s) aware of and ensure they follow these policies.

Roommate Agreement

Often roommates assume there is some kind of unwritten code that guides their behavior. It does not exist until the roommates create an actual roommate agreement that is unique to their living situation. Keep in mind that what works for one apartment may not work for another. In addition to spelling out how roommates will live with each other, an agreement provides an opportunity for residents to talk to each other. Finally, if you cannot resolve disagreements with your roommates or nobody wants to create a roommate agreement please contact a Resident Assistant or Student Housing. Resident Assistants will setup apartment meetings at the beginning of every term to establish apartment agreements.

Chapter 11 – Student Success Center

Stensland Hall 1st floor; (541) 888-7405; www.socc.edu/esps

The Student Success Center offers a variety of services to support students while attending Southwestern. Services include Academic Advising, Accessible Education office, Personal Counseling, Testing, Internships, and Career Advising.

Academic Advising

(541) 888-7405

All degree-seeking students are assigned an academic advisor.

• Counseling Services

(541) 888-7405

Career planning and exploration, educational advising, individual counseling, Human Development classes.

• Accessible Education office

(541) 888-7405

The Accessible Education office provides services to students with documented disabilities (physical or learning) to help them be successful in college.

• Internship & Cooperative Work Experience

(541) 888-7349

Internships give students an opportunity to gain valuable work experience and earn college credit at the same time.

• University Center

(541) 888-1518

The University Center assists and supports students who want to further their education by obtaining a bachelor's or graduate degree.

• Testing Services

Testing Services include placement tests and test proctoring.

Testing is available by appointment.

Chapter 12 – Laker Learning Commons

Tutoring and Writing Services

Tioga Hall 3rd floor; (541) 888-7234

The Laker Learning Commons is a place designed to meet all of Southwestern students' academic needs. The space boasts comfortable working stations, computers, quiet study rooms, high-speed internet and WIFI, couches and lounge chairs, and our supportive and helpful staff.

Campus Tutoring Services

If you're struggling with a class—don't give up! Our tutors are here to help you get through the quarter successfully. You can do this! We are here to help you.

Services for Students:

- Tutoring staff are highly qualified in a range of subject areas.
- Drop-in tutoring. No appointment necessary.

Tutoring services are free of charge!

Campus Writing Services

Our goal is to support students in all facets of the writing process and to help students become confident, independent writers. We assist students with the following: How to-understand a writing assignment, develop, focus, and organize ideas, create coherent paragraphs, integrate and document research, and find and fix grammatical errors.

Services for Students:

- One-on-one tutoring. Make an appointment here.
- Drop-in tutoring. No appointment necessary.
- Free Online Writing Assistance Form
- Writing services are free of charge!

Chapter 13 – TRIO Student Support Services

Randolph Hall; (541) 888-7419;

Student Support Services (SSS) is one of the federally funded TRIO programs for education. The goals of SSS are to help students graduate from Southwestern, to encourage students to transfer to a four-year college or university, and to assist with the transfer process. To be eligible for SSS, students must apply to the program and meet at least one of the following criteria: neither parent has a four-year (bachelor's) degree, meet the federal low income requirements for TRIO programs, or have a documented disability (physical or learning). SSS services are free and include tutoring, counseling, advising, campus visits to Oregon's four-year schools, cultural enrichment activities, and supplemental grant aid for qualified students.

Services for Students:

- Connect-to-Campus Program for new students
- Designated tutoring and study areas
- Personal, career, and academic advising
- Peer mentoring and tutoring
- Transfer assistance
- Campus visits to Oregon's four-year schools
- Cultural enrichment activities

Chapter 14 – Other Services and Support

Bookstore

Stensland Hall 1st floor; (541) 888-7264;

The Southwestern Bookstore has all the books and supplies you need to start classes. The Bookstore website is the best source for current information. You may purchase textbooks online and have them shipped to you, or reserved for store pick-up. A fax machine is available for students to send or receive information (541) 888-4905. Charges are made according to the destination or origination of the fax.

<u>Returns</u>

Returns meeting ALL of the following requirements are eligible for a full refund:

- The return is made during the first two weeks of the term for which the text was purchased.
- The text you are returning is for a class that you have dropped / changed or has been cancelled (you must provide proof of schedule change).
- The text is brought to the bookstore within one business day of the drop/change/cancellation.
- Text is brought to the bookstore with an original unaltered SWOCC Bookstore cash register receipt.
- Text MUST be in the original selling condition New text must be in new condition, no highlighting, no writing, no damage to cover or pages, shrink-wrap/bundled/or packaged books cannot be opened or altered, access codes/CD/other materials cannot be used or opened – used text cannot be returned if damaged *Sorry, NO EXCEPTIONS

Partial refund may be given if the text has been altered, this will be decided on a case-to-case basis. Returns made for other reasons must be completed within three business days of purchase, textbooks must be in the original selling condition and accompanied by an original unaltered SWOCC Bookstore cash register receipt. These returns will be charged a 15% restocking fee. Refunds can only be processed in the same tender as the purchase.

Book Buy Back

Sell your used textbooks for instant cash! Book buy-back is held during finals week of each term. Check the Bookstore or term schedule for exact times and dates.

Computer Labs

Tioga Hall 4th floor;

Southwestern has several instructional computer labs and one lab that is open for student use on a "drop in" basis. The open computer lab has IBM-compatible hardware and a variety of software. Computer labs are also available at the Southwestern facilities in Gold Beach and Brookings.

Dining Services

Empire Hall; (541) 888-7638;

Southwestern Oregon Community College (SWOCC) brought all of its foodservice in-house in September 2009. At that point the program came under the purview of the Oregon Coast Culinary Institute (OOCI). It is a program that provides competitive externship positions for the students of OCCI. The entire community of SWOCC benefits from this program as they are brought healthful food made from scratch everyday by the newest members of the culinary industry.

The dining hall (Empire Cafe) is open for breakfast, lunch, and dinner Monday through Friday. On Saturday and Sunday the dining hall opens in the afternoon for brunch and in the evening for dinner. Hours vary during holidays and in the summer. It is open to all students, staff members, and members of the public. If you live in Student Housing you are required to have a meal plan; the cost for this is already included in your room rate. Non-Housing Students can purchase a commuter meal plan; speak with a Dining Services employee for more information. Southwestern Dining Services will do its best to accommodate the special dietary requirements of students. If you have special needs in this area, arrangements should be made with the Housing Office prior to your arrival at Southwestern.

Financial Aid

Dellwood Hall Front Lobby; (541) 888-7324;

Various financial programs are available for students, including grants, scholarships, tuition waivers, student employment, and loans. Apply early; financial aid funds are often limited and awarded on a first-come, first-served basis. Refer to the College catalog and quarterly schedule for more information or visit the First Stop Center for policies, procedures and application processes.

First Stop Center

Dellwood Hall Front Lobby; (541) 888-7352; firststop@socc.edu

The First Stop Center provides a variety of services to students: general campus information, student employment services, payments for tuition and fees, admissions and registration, transcripts, and financial aid to help with the cost of college.

Library

Tioga Hall 2nd floor, (541) 888-7270;

The library provides resources to students, staff, and community members: COASTLINE (Coos County Library Network Online Catalog), reference materials, book collection, computer databases, periodicals, maps, videos, other audio-visual materials, Internet access, and other digital collections. A COASTLINE library card is required to check out materials. Items not available on COASTLINE can be borrowed from other libraries through interlibrary loans.

Student Recreation Center

(541) 888-7714;

The Student Recreation Center is a fitness and recreational facility for students and community members. It offers a state-of-the-art fitness center with a wide range of cardio equipment, circuit weight machines, free weight machines, barbells, and dumbbells. The Rec Center is also home to a collegiate-sized basketball court, racquetball court, game room, climbing wall, day-use locker rooms, and more! Students can enjoy the facility for free; community guests can utilize the facility by purchasing a Community Pass at the Rec Center front desk.

Student Supply Closet

Empire Hall 2nd floor (207)

The Student Supply Closet has free food, clothes, and other supplies for students. To access the closet see the Coordinator of Student life (Empire 205), or a member of Student Government (Empire 203).

Student Veteran's Center

Coaledo room (5)

The Student Veteran's Center is a comfortable and safe area that supports our student veterans while they fulfill their educational goals. In addition to computers, furniture, appliances, and supplies, the center is very welcoming and is significant in its therapeutic offerings for veterans suffering from PTSD and other disorders. The center is also unique in that it offers a full view of the outdoor space, Henry Hansen Union Square (the quad) from inside a quiet building, creating a perfect environment for veterans to study, relax, and reconnect with fellow veterans.

Chapter 15 – Graduation

Students earning an Associate's degree or a Certificate of Completion from Southwestern Oregon Community College must submit a *Graduation Application* for graduation. The application for degree or certificate is available in the lobby of Dellwood Hall or online. Official transcripts from accredited colleges and universities previously attended that apply toward a Southwestern degree or certificate must be on file with the Transcript Evaluator. All course work from other colleges will be included in the cumulative GPA regardless of applicability to current course work. The cumulative GPA, including transfer work, is used to determine eligibility for graduation honors. Final approval of the Application for a Degree or Certificate is given only after grades have been posted for the last term's work. Degrees or certificates are mailed to the students following this process and may take two to three months to receive.

Advisors are available to assist students in selecting course work that applies to the degree or certificate, but students have final responsibility for satisfying graduation requirements.

Chapter 16 – Grade Appeals

The purpose of the grade appeal process is to address concerns regarding the final grade in a class and is utilized for only that purpose. Students may not appeal disagreements with items such as teaching methodologies, attendance policies, or grade weighting methods.

After receiving final grades at the end of a term, students may decide to formally appeal a final grade. Students may appeal final course grades for the following reasons:¹

- Grade miscalculation
- Inconsistency between the grading policy written in the syllabus and what is practiced If a student chooses to pursue a final grade appeal, then the process must be completed the following term. The grade appeal process will be conducted as follows (0-6 weeks total):²
- Step 1. The student must meet with the instructor to discuss the final grade in dispute. This meeting must occur by the close of the business day on Friday of Week 2 of the subsequent term after the grade was posted. The meeting must be in a manner that is consistent with the course syllabus (in-person, telephone, or email). Students are encouraged to attempt to communicate with the instructor using multiple means, including in person, via telephone, and via email. Students are encouraged to review the syllabus to determine how to contact the instructor.
 - **a.** If the instructor cannot be reached, the student must contact the appropriate academic dean. It is the dean's responsibility to communicate the grade in dispute with the instructor, and set up a time to mediate a discussion between student and instructor.
 - **b.** If the student misses the period of time for which to pursue a grade appeal, she/he can still meet with the instructor and see if the grade dispute can be resolved informally. However, if the deadline has passed to proceed with the formal grade appeal process, the committee will not make exceptions to hear the appeal.
- **Step 2.** If Step 1 has been met (with the exception of 1b), and the dispute is not resolved, the student must complete the Grade Appeal Form to officially request a grade appeal hearing. This form must be completed and submitted to the appropriate academic dean **by the close of the business day on Friday of Week 3 of the subsequent term after the grade was posted**.
 - **a.** The academic dean is responsible for informing the instructor and the Academic Standards Committee of the request for a grade appeal within one business day of receiving the Grade Appeal Form.
 - **b.** The student must contact the Vice President of Enrollment and Student Services to seek an advocate for the grade appeal.
 - c. The faculty member may request a meeting with the student to be completed by the close of the business day on Friday of Week 4 of the subsequent term after the grade was posted. The dean or designee shall facilitate this meeting. The Vice President of Enrollment and Student Services or designee may accompany the

student at the student's request. The instructor may have a representative present as well.

Step 3. The Academic Standards Committee will conduct a formal grade appeal hearing by the close of the business day on Friday of Week 5 of the subsequent term after the grade was posted.

- Prior to the grade appeal hearing, the student must meet with the Vice President of Enrollment and Student Services for support and meeting preparation. The student must provide appropriate documentation for review.
- Prior to the grade appeal hearing, the instructor is encouraged to seek professional guidance for support and meeting preparation. The instructor must provide appropriate documentation to the Academic Standards Committee for review.
- **a.** Meeting participants include:
 - Student
 - Instructor
 - Dean
 - Vice President of Enrollment and Student Services
 - Academic Standards Committee members (quorum required)
- **b.** Student presents her/his case. Instructor will not be present during student's presentation.
- **c.** Instructor presents her/his case. Student will not be present during instructor's presentation.
- **d.** After presentations, the Academic Standards Committee will deliberate.
- Step 4. The Academic Standards Committee will reach a conclusion and provide written rationale to resolve the matter by the close of the business day on Friday of Week 6 of the subsequent term after the grade was posted. A completed Grade Appeal Form must be provided to the Office of Instruction and to the Registrar. The Office of Instruction must inform all parties of the decision.

Footnotes:

- 1. For issues outside of the reasons listed, refer to the student handbook or seek assistance from student services.
- 2. There is no current mechanism for handling spring term grade appeals during summer term. These grade appeals will be handled during fall term.

Grade Appeal Form

Step 1: to b	e completed b	v Student by	end of Week 2

i		lent by end			1		
Student ID			S	tudent Name			
Year & Term			Co	urse Number &			
real & Term				Section			
Course Title							
Instructor Name							
Reason for Grade Appeal	☐ Grade miscalculation ☐ Inconsistency between the grading policy written in the syllabus and what is practiced						
Communication Methods Circle all that apply		Face-to-Face / Telephone / E-mail / Other Attach copy of written communication					
Meeting Information		Date:		Time:	Location:		
Meeting Outcome							
		lent, Acade	emic I	Dean, and Instru	ctor by end of V	Veek 3	
Step 2: to be complete	ed by Stud	l. I understo	and t	hat I will present	my case to the	Academic Standards	
Step 2: to be completed I am pursuing this gree Committee, which is	ed by Stud ade appea made up c	I. I understo of College Fo	and to	hat I will present and Administra	my case to the a	Academic Standards ect the Vice President of	
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Step 2: to be complete I am pursuing this gree Committee, which is a Enrollment and Student Student Academic D Signature acknowledg Instructor	ed by Student ade appearmade up of ent Service t Signature Dean Signature or Signature or Signature ed by Acadal	I. I understo of College For es for help in e ture grade appea re grade appea	and to	hat I will present o and Administra paring for the gro	my case to the A tors. I will conta ade appeal hear	Academic Standards oct the Vice President of ing. Date: Date:	

Step 4: to be completed by Office of Instruction by end of Week 6

Date:	Date:	Date:	Date:	Date:	
Student	Instructor	Academic Dean	Instruction	with Registrar	
outcome with	outcome with	outcome with	with Office of		
Communicate	Communicate	Communicate	File Paperwork	File Paperwork	

Chapter 17- Student Grievance Procedure

(Refer to procedure 9.070 for the full policy)

This grievance procedure is provided to insure that due process exists for those persons (students, staff or general public) who allege that their rights at Southwestern Oregon Community College have been denied, abused, or diminished. A grievance is a complaint, dispute, or misunderstanding that is alleged to have occurred when the College acted in a manner that denies, abuses or diminishes the person's rights and privileges, provided for in the written procedures of the College or guaranteed by State or Federal law. This includes, but is not limited to, allegations of discrimination (based on race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans), harassment or unfair treatment. The single point of contact for persons who allege that their rights at Southwestern Oregon Community College have been denied, abused, or diminished is the Vice President of Administrative Services, AAO/EEO. After an initial meeting with the complainant, the Vice President of Administrative Services, AAO/EEO will contact the appropriate College personnel and initiate an informal resolution process.

Complaints may be submitted online through <u>Incident Reporting-Maxient</u>. Employees receiving complaints must forward the complaint by entering it into the <u>Incident Reporting-Maxient</u>.

COPYRIGHTS AND PATENTS

It is the procedure of the Administration of Southwestern Oregon Community College that the below will apply to copyrights and patents.

DEFINITIONS

- 1. Individual Effort Effort that goes into the production and dissemination of material with only incidental use of College facilities and resources.
- 2. College-Assisted Individual Effort Effort that goes into the production and dissemination of material where the College provides significant personnel time, facilities, and other resources.
- 3. College-Sponsored Effort An Assignment to produce material that is initiated and approved by the College president or her/his representatives and the effort that goes into the production and dissemination of materials is directly supported by College resources. This includes materials developed as part of the faculty member's workload assignment.
- 4. Net Royalties The residual amount of royalties remaining after production, dissemination, and other costs of developing material are paid.

EQUITIES FOR COPYRIGHTED MATERIALS

- 1. For Individual Effort All rights of copyright, including royalties, reside with the author(s).
- 2. For College-Assisted Individual Effort Rights of copyrights shall reside with the author(s). Before work begins, a contract shall be drawn with the author(s) for reimbursement of College costs. An accounting shall be made of the College support and all expenses of the College shall be paid when billed.
- 3. For College-Sponsored Effort Rights of copyrights shall reside with the College with appropriate acknowledgment to the author(s). Royalty income shall be deposited in a College Special Projects account and net royalty income may be dedicated by the Board of Education.

CONTRACTS AND AGREEMENTS

An agreement, contract, or letter of understanding must be executed before significant effort is expended by individuals or the College in the production of materials that may be expected to be copyrighted as a result of College-Assisted Individual Effort or College-Sponsored Effort. Proposed agreements for materials intended to be copyrighted are to be reviewed by the Board's attorney before execution by the President and the parties.

Adopted by Southwestern Administration: November 2, 2016

https://www.socc.edu/wp-content/uploads/4025-bp.pdf

BOARD POLICY

Southwestern Oregon Community College

BP: 4025

REPRODUCTION OF ALL COPYWRIGHTED MATERIALS

The Board directs the President to provide guidelines for the "fair use" of copyrighted materials that meet the requirements of Section 107 of the Copyright Act of 1976 and applicable amendments, and to establish administrative policies and procedures for determining the appropriate consequences should violations occur.

END OF POLICY

Legal Reference(s):

See Oregon Administrative Rules (OARs) See Oregon Revised Statutes (ORS)

Administrative Policies and Procedures:

8.014

Board Policies:

5060

BP: 4031

The purpose of this statement is to promote public understanding and support of academic freedom and agreement upon procedures to ensure them in colleges and universities. 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 truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student in freedom in learning. It carries with it duties correlative with rights.

Academic Freedom

- Instructors are entitled to full freedom in research and in the publication of the results, subject
 to the adequate performance of their other academic duties; but research for pecuniary returns
 should be based upon an understanding with the authorities of the institution.
- Instructors are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matters, which have no relation to their subject.
- 3. College instructors are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times attempt to 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 an institutional spokesperson.

END OF POLICY

Legal Reference(s):

See Oregon Administrative Rules (OAR's)
See Oregon Revised Statutes (ORS)
United States Constitution, Amendment I Oregon
Constitution, Article 1

Northwest Commission on Colleges and Universities, Eligibility Requirement 16

BP: 4035

TEACHING ABOUT CONTROVERSIAL ISSUES

The Board of Education believes that issues in controversy, where they are properly a part of the course content and that include fair presentation of all points of view, should be encouraged.

END OF POLICY

Legal Reference(s):

See Oregon Administrative Rules (OAR's) See Oregon Revised Statutes (ORS)

BOARD POLICY

Southwestern Oregon Community College

BP: 5060

COPYRIGHTS AND PATENTS

The Board of Education encourages the production and dissemination of materials in a manner which will best serve the interests of the College, the public, and the College staff. The Board recognizes that development of materials may be enhanced and desirable dissemination derived by copyrighting the materials. Appropriate arrangements and agreements necessary for copyright dissemination and royalties shall be approved by the President and reported to the Board.

END OF POLICY

Legal Reference(s):

ORS 332.745
OAR 166-450-0090(4)
OAR 166-450-0090(11)
OAR 166-450-0120 (2), (4), (5)
OAR 166-450-0125 (6)

Administrative Policies and Procedures

8.014 (retired on 01/09/13)

Board Policies:

4025



Student Handbook

SOUTHWESTERN OREGON COMMUNITY COLLEGE (SWOCC) www.socc.edu

Mission

Southwestern Oregon Community College supports student achievement by providing access to lifelong learning and community engagement in a sustainable manner.

Vision

Southwestern leads and inspires lifelong learning.

Southwestern Oregon Community College does not discriminate on the basis of race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans in employment, education, or activities as set forth in compliance with federal and state statutes and regulations.

Index

Chapter 1- Student Right to Know

Chapter 2- Student Rights and Responsibilities

Chapter 3- Laker Code

Chapter 4- Confidentiality

Chapter 5- Audio Recording

Chapter 6- Animals on Campus

Chapter 7- RAVE Alert System

Chapter 8- Acceptable Use of Technology

Chapter 9- Campus Security

Chapter 10- Housing

Chapter 11- Student Success Center

Chapter 12- Laker Learning Commons

Chapter 13- TRIO Student Support Services

Chapter 14- Other Services and Support

Chapter 15- Graduation

Chapter 16- Grade Appeals

Chapter 17- Student Grievance Procedure

Chapter 1 - Student Right to Know

In accordance with 34 CFR Part 668, you have the right to know certain information about Southwestern Oregon Community College, including a variety of academic information, financial assistance information, institutional information, information on completion or graduation rates, institutional security policies and crime statistics, and athletic program participation rates and financial support data.

Chapter 2 – Student Rights and Responsibilities

Southwestern Oregon Community College (SWOCC) students, as free citizens and members of a learning community, enjoy particular rights. Along with these rights is the responsibility to conduct oneself in accordance with the standards of the College that are designed to advance student learning. Although not all of these rights can be found in any document, it is important to note those that are most fundamental.

For a list of policies visit (https://mylakerlink.socc.edu/ICS/Administrative Services).

Alcohol and Drug-Free (Refer to APP 7135 for the full policy)

It is the Administrative procedure of the Southwestern Oregon Community College District that the College is committed to the prevention of the misuse and abuse of alcohol and drugs by both students and employees. Drug and alcohol abuse is a significant public health problem which has spread throughout our society, affecting performance and productivity, as well as our level of general health. In addition, the use of alcohol and drugs can adversely affect an organization's level of safety as well as its public confidence and trust.

Southwestern Oregon Community College defines the following behaviors as violations of the standards of student conduct: The possession of alcoholic beverages or controlled substances on the College campus or any other facility that is rented, leased, owned or occupied by the College at any time when classes or student activities are scheduled, except as specifically approved by the College President or designee.

Sanctions which may be imposed on students for violations of the code include: disciplinary probation, temporary exclusion (removal from classes, privileges, or activities for a specified period), expulsion (termination of student status).

Equity and Inclusion

Students, their families, employees, and potential employees of the Southwestern Oregon Community College District are hereby notified that Southwestern Oregon Community College does not discriminate on the basis of race, color, religion, ethnicity, use of native language, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy, or any other status protected under applicable federal, state, or local laws.

Freedom of Association

Students shall be free to organize and join associations to promote their common interests subject to the following considerations.

- A. The membership, policies and actions of a student organization will be determined by vote of only those persons who are bona fide Southwestern Oregon Community College students.
- B. Affiliation with an extramural organization shall not of itself disqualify a student organization from institutional recognition.
- C. Each organization shall be free to select its own Southwestern Oregon Community College advisor. Advisors must be either contracted faculty or staff currently employed by SWOCC. SWOCC staff serves the college community when they accept the responsibility to advise and consult with student organizations to provide guidance to the group on college procedure and policy.
- D. Student organizations shall be required to submit a statement of purpose, criteria for membership, rules of procedures, a current list of officers, and a certified number of active members as a condition of institutional recognition.
- E. Campus organizations, including those affiliated with an extramural organization, shall be open to all students without respect to race, color, sexual orientation, marital and/or parental status, religion, national origin, age, mental/physical disability or learning disability, Vietnam era or disabled veteran status, or any other status protected under applicable federal, state, or local law. Disability consultations are available through the Office of Accessibility.

Freedom of Inquiry and Expression

Students shall be free to take exception with the information or views presented in any course without it affecting their grade as long as the disagreement is not disruptive to the instructional process. Students are responsible for learning the content of any course for which they have enrolled even if they disagree with the course content. Students and student organizations shall be free to examine and discuss all questions of interest to them, and to express opinions publicly and privately. They are free to support causes by orderly means that do not disrupt the regular and essential operation of the institution. At the same time, it should be made clear to the academic and the larger community that in their public expressions or demonstrations, students or student organizations speak only for themselves. Actions by individuals or groups to prevent the appearance of speakers who have been invited to the campus, and actions to obstruct or restrain other members of the academic community and campus visitors by physical force are subject to sanction.

Freedom to Participate in Institutional Governance

Student representation on selected SWOCC councils and committees provides an opportunity for students to participate in institutional governance.

Nondiscrimination/Nonharassment (*Refer to APP 7165 for the full policy*)

Southwestern Oregon Community College wishes to maintain a place of learning and work that is free of unlawful discrimination or harassment. The college prohibits discrimination or harassment based upon a person's race, color, religion, ethnicity, use of native language, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy, or any other status protected under applicable federal, state, or local laws.

Sexual Offender Registration

Anyone who is required to register as a sex offender under ORS 181.592-181.607 (sexual offender registration) or has been ordered by any court, parole board, or other public agency to not have contact with persons under the age of 18 must notify the Office of Administrative Services at Southwestern Oregon Community College (1988 Newmark Ave., Coos Bay OR 97420) in writing within one business day of registering for any class at the College.

Student Publications (*Refer to APP 8050* for the full policy)

It is the policy of the College that all student-edited campus media publications have been established as designated public forums for student expression.

It is the College's intent student media will provide a full opportunity for its students to inquire, question, and exchange ideas and that they will strive to reflect all areas of student interest, including topics about which there may be dissent or controversy.

In student publications, both electronic and in print, content must follow the accepted ethics and standards of journalism and opinions must be disclaimed as not necessarily those of the College.

Tobacco Use Environment (Refer to APP 7155 for the full policy)

Southwestern Oregon Community College is committed to providing a safe and healthy environment for its employees, students, and visitors. Consequently, except in designated smoking areas, the use or carrying of any lighted smoking instrument in College buildings or on College premises, at events on College premises, or in College-owned, rented, or leased vehicles is prohibited. The distribution and/or sale of tobacco including any smoking device, is prohibited. For the purpose of this policy, "tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, e-cigarette, vaporizer pens, and any other smoking product; and smokeless or spit tobacco, also known as dip, chew, snuff or snus, in any form.

Coos Bay campus designated smoking areas

- 1- West side of parking lot 1.
- 2- South side of parking lot 2.
- 3- Southeast side of parking lot 3.
- 4- Student Housing parking lot (outside Trinidad Head)
- 5- Student Housing parking lot (outside Cape Arago)

The Brookings campus is a tobacco-free campus.

Chapter 3 – Laker Code

- Students have the responsibility to obey and follow the Laker Code, <u>College policy and procedures</u>, <u>Board policies</u>, the ASG bylaws, federal and state statutes, and city ordinances. The <u>ASG constitution</u> and <u>bylaws</u> and <u>College policy and procedures</u> shall provide means for student involvement.
- 2. Students are responsible for fulfilling the requirements of their courses
- Students are responsible for the effects of their decisions and behavior that becomes
 destructive to the educational goals and processes of Southwestern Oregon Community
 College.

The following activities may result in disciplinary action:

- 1. **Academic Plagiarism:** The intentional submission for evaluation to a College instructor or administrator of material based on ideas or work done by someone other than the submitter, without reasonable written documentation of material's original source.
- Academic Cheating: The intentional submission for evaluation to a College instructor or administrator of material based, in part, on a source or sources forbidden by generally accepted standards or by regulations established by the evaluator and disclosed in a reasonable manner.
- 3. **Animal Abuse:** Intentionally, knowingly, or recklessly causing physical injury to an animal in violation of ORS 167.
- 4. **Furnishing false information** to the College with the intent to deceive.
- 5. Forgery, alterations, or misuse of college documents, records, or identification cards.
- 6. **Detention, physical abuse, or conduct** that threatens imminent physical abuse of any person in the college community.
- 7. **Malicious destruction, damage, or misuse** of college or personal property on the college campus. College property is defined as all real and/or tangible property owned or controlled by the College, including but not limited to buildings, grounds, equipment, motor vehicles, library, or other instructional materials.
- 8. **Theft or extensive damage** to another's property at the College or College-related environment.
- 9. Hazing: Any initiation rites, on or off campus, involving any intentional action or situation that a reasonable person would foresee as causing mental or physical discomfort, embarrassment, or ridicule. Individual acceptance of or acquiescence to any activity that occurs during an initiation rite does not affect a determination of whether the activity constitutes hazing.
- 10. The possession, use, or threatened use of firearms, ammunition, knives, explosives, dangerous chemicals, or any other objects as weapons on College property, except as expressly authorized by law or institutional regulations. 5.014
- 11. The possession of alcoholic beverages or controlled substances on the College campus

- or any other facility that is rented, leased, owned, or occupied by the College at any time when classes or student activities are scheduled. *APP 7135*, *BP 7135*, *APP 10016*
- 12. **Sexual Harassment:** Repeated and unwanted sexual advances, requests for sexual favors, and other verbal and physical conduct which results in inhibition of unconstrained academic interchange or career advancement, or creates an intimidating, hostile, or offensive environment for one of the parties. <u>APP 7165</u>
- 13. Substantial and material interference with the operation of the College.
- 14. **Failure to comply** with the terms of any penalties applied under this Student Conduct Code.
- 15. **Disorderly Conduct**: Knowingly and intentionally engaging in violent, tumultuous, or threatening behavior which results in inconvenience, annoyance, or alarm, creates unreasonable noise, or disturbs any lawful assembly of persons.
- 16. **Eluding** or attempting to elude a College Campus Security officer who is pursuing official duty.

Additional Sanctioning Bodies:

- 1. Athletic Department: See current Athletic Handbook
- 2. Residence Life/Housing: See current Housing Page
- 3. Nursing Standards: See current Nursing Handbook
- OCCI: See current OCCI Handbook
- 5. Student Government (ASG): See current ASG Bylaws
- 6. Federal Financial Aid Regulations pertaining to drug convictions: Eligibility regarding drug convictions student is ineligible for financial aid if he/she has a drug conviction which is declared at the time student files the FAFSA. Ineligibility begins from date of conviction. Please note that this is a self-declaration when the student files the FAFSA.

Possible sanctions for violations of the Laker Code

The Dean of Students, Vice President of Student Services, or designee will be responsible for maintaining and disseminating a disciplinary procedure for imposing sanctions while ensuring a student's right to due process. The severity of the sanction(s) should reflect the severity of the violation and may be imposed singly or in any combination. Sanctions for violation(s) of the Laker Code (or any other violations of <u>Board policies</u> or <u>College administrative rules and regulations</u>) may include, but are not limited to, the following:

- Written Reprimand: Written warning that a student's conduct does not meet College standards and that continuation of such misconduct may result in further disciplinary action.
- 2. Disciplinary Probation: Imposition of a probationary status, for which further violations may result in additional disciplinary action, including suspension. Disciplinary probation may be imposed for any length of time up to one calendar year. The terms of the probation and conditions for ending it will be specified in a letter to the student.

Disciplinary probation may include referral for intervention, screening, and treatment in cases where use of alcohol or other controlled substances have impaired safety and judgment.

- 3. **Personal Mental Health Referral:** A sanction which may be invoked in circumstances where the student's behavior poses a potential threat to the campus community.
- 4. **Bar Against Re-Enrollment:** May be imposed on a student who has a disciplinary case pending or who fails to pay a debt to the College.
- 5. **Restitution**: Reimbursement for costs of damage to a person or property or for a misappropriation of property. Restitution may take the form of appropriate services to repair or otherwise compensate for damages. Restitution may be imposed in combination with any other penalty.
- 6. **Withholding of an Official Transcript:** May be imposed upon a student who fails to pay a debt to the College.
- 7. **Suspension from Rights and Privileges:** Imposes specific limitations on, or restrictions to, the status of a student's enrollment at the College.
- 8. **Suspension of Eligibility for Co-curricular Activities:** Prohibited from joining a recognized student organization and participating in activities or attending its meetings and/or from participating in official athletic or other co-curricular activities for any length of time up to one calendar year.
- 9. **Faculty may assign a failing grade:** for paper, test or course as a disciplinary action where appropriate. Faculty may also require a student to leave the classroom at any time for violations of the Laker Code.
 - **Readmission after Suspension:** When a student is suspended, the conditions for reenrollment must be met. The student will be required to meet with the Dean of Students, Vice President of Student Services, or designee prior to reenrollment, and to request reenrollment in writing. The Dean of Students, Vice President of Student Services, or designee will be responsible for determining if the conditions for reenrollment have been met and will provide the student, in writing, with the decision regarding the student's reentry into the College and the reasons for the decision.

NOTE: The parents or guardian of any dependent student under age 18 years of age who is placed on disciplinary probation, suspended, or expelled shall be notified.

Chapter 4 – Confidentiality

Confidentiality laws prohibit Southwestern Oregon Community College faculty and staff from discussing students' information with anyone, including parents and family members, without written consent.

What is FERPA?

Students' privacy is protected under the federal Family Educational Rights and Privacy Act, 20 U.P.S.C. Section 1232g; 34 CFR Part 99 (2000) and related state laws. SWOCC has developed procedures in accordance with the law. I Legal References: ORS 166.065, 341.290 (2) (3) (17), 659.850, 659.865, OAR 166-450-0000 to 0125, 589-010-0100, 589-002-0200 (1) (e), 591-004-0100 to 0750, 591-004-0500.

What does FERPA mean for college parents/advocates?

Generally, FERPA rules mean at the post-secondary level:

- Student academic information will be given to the student and not to the parents/advocates.
- College representatives are prohibited from discussing information about the student's academic record with parents/advocates.
- Parents and advocates do not have access to disability-related records unless the student provides express written consent.
- The only exception is in cases where a student is considered a threat to himself or others.

Chapter 5 – Audio Recording

Recording of classes at SWOCC is prohibited without written permission of the instructor. No instructor will be required to permit classroom recordings except under requirements of law, as detailed below. Any such recording properly approved in advance can be used solely for the student's own private study and not for commercial purposes or distribution outside of the class. Permission to allow the recording is not a transfer of any copyrights in the recording. Under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, students with disabilities who are unable to take or read notes have the right to audio record class lectures for their personal study only. Classes recorded for this purpose may not be shared with other people without the consent of the instructor. Information contained in the recorded lecture is protected under federal copyright laws and may not be published or quoted without the expressed consent of the instructor and without giving proper identity and credit to the instructor. *APP 4022*

Chapter 6 – Animals on Campus

(Refer to APP 8040 for the full policy)

While on the Southwestern Oregon Community College campus an animal's handler is responsible for the animal's behavior and containment, and the removal of the animal's waste. If the animal's behavior is deemed disruptive by College Administration to College programs, activities, or services, poses a threat to the health and/or safety of others, or displays threatening behavior, the animal must be removed from College grounds.

Service Animals

Service animals serving the disabled do not need prior permission to be on College property (leased or owned). Students with service animals must register their service animal with the Accessible Education office, or Executive Dean of Curry Campus.

Emotional Support and/or Companion Animals

Other animals such as emotional support animals (ESA) and companion animals are permitted on campus grounds (leased or owned), only when confined to a vehicle, cage, or on a leash of six feet or less, and kept under the physical control of the individual at all times.

ESA and companion animals are not allowed in buildings with the exception of the animal being brought into a facility for instructional or college sanctioned activities. Permission to bring ESA/Companion or other animals into campus buildings must be obtained from the Accessible Education office, or Executive Dean of Curry Campus before the animals may be brought into campus buildings. Once approval is granted, animals must be adequately cared for and appropriately secured.

Housing Students

Residents may not have animals live or visit them in their apartments without approval from the Accessible Education office. Animals include, but are not limited to, dogs, cats, birds, rodents, snakes, frogs, and lizards. Fish are permissible as pets, but the bowl or tank may not exceed five U.S. gallons. Housing typically fines residents \$50 for a Pets policy violation as well as the cost of additional cleaning, repair, furniture or carpet replacement, or extermination of pests. Housing will cite residents whom abuse, neglect, or abandon an animal in violation of Oregon Revised Statutes 167.310 to 167.390.

Chapter 7 – RAVE Alert System

The RAVE Alert System is a system for notifying students and college employees of an emergency on campus in the quickest way possible. When you register to receive RAVE Alerts, you will be notified via email or text.

RAVE alerts will be sent out when:

- There is an unexpected campus closure
- Your class is cancelled due to instructor illness or emergency
- A campus emergency occurs
- To relay important campus-wide information

You are strongly encouraged to register for this service.

You can register to receive alerts on the "Home" tab of <u>myLakerLink</u> by clicking on the "register" link under "Rave for Emergency Contact".

Chapter 8 - Acceptable Use of Technology

(Refer to <u>APP 5059</u> for the full policy)

The College community is encouraged to make use of Information Technologies in support of educational and administrative purposes. The College supports access to information with numerous views for the interest, information, and enlightenment of students, faculty, and staff.

Prohibited Use

The following behaviors are prohibited while using College Integrated Technology resources, including computers and networks owned or operated by the College, or to which the College is connected:

- 1. Modifying system or network facilities, or attempting to crash systems or networks;
- 2. Using personal software on College computers;
- **3.** Using network resources which inhibit or interfere with the use of the network by others.
- **4.** Using, duplicating, or transmitting copyrighted material without first obtaining the owner's permission, in any way that may reasonably be expected to constitute an infringement, or that exceeds the scope of a license, or violates other contracts;
- **5.** Tampering with software protections or restrictions placed on computer applications or files;
- **6.** Using College Integrated Technology resources for personal for-profit purposes;
- 7. Subverting restrictions associated with computer accounts;
- **8.** Using Integrated Technology resources to obtain unauthorized access to records, data, and other forms of information owned, used, possessed by, or pertaining to the College or individuals:
- **9.** Accessing another person's computer account without permission. Users may not supply false or misleading data, or improperly obtain another's password in order to gain access to computers or network systems, data or information. Obtaining access to an account name or password through the negligence or naiveté of another is considered to be a specifically prohibited use;
- **10.** Intentionally introducing computer viruses, worms, Trojan Horses, or other rogue programs into Integrated Technology resources that belong to, are licensed to, or are leased by the College or others;
- 11. Physically damaging Integrated Technology resources;
- **12**. Using, or encouraging others to use, Integrated Technology resources in any manner that would violate this or other College policies or any applicable state or federal law; and
- **13**. Falsely reporting or accusing another of conduct that violates these rules without a good faith basis for such an accusation;
- **14.** Intentional transmission or display of unwanted messages, information, or graphic images which create a hostile school or work environment for the recipient are inappropriate uses of College computer resources;

- **15**. Allowing non-approved users access to information on the College network that do not have a legitimate need and right to know specific information;
- 16. Sharing or allowing others to use your logon and password; and
- **17**. Connecting networking equipment including, but not limited to servers, routers, hubs and switches, and wireless access points to the campus network without written authorization from the Office of Integrated Technology and Services.

Chapter 9 – Campus Security

Campus Security officers are responsible for a wide range of services; protection of the campus peace and security, criminal activity suppression, crime report filing, criminal awareness counseling and presentation, preliminary fire and medical emergency inquiries and response, traffic accident investigation, drug and alcohol law violations, campus community patrols, and other public safety issues.

Time permitting, "courtesy assistance service" may be provided to members of the campus community in the form of vehicle battery charging and student and staff walkouts. To access this service, call the officers on duty at (541) 297-4200.

For crime prevention to be effective, the assistance of all campus members in the reporting of crimes or crimes in progress. If you see something suspicious or requiring a report call 9-1-1 and then Campus Security at (541) 297-4200 (duty officer's cell phone) for further instructions.

Campus Safety Crime Statistics

The Department of Campus Security's officers are responsible for public safety issues. Local Law enforcement provides additional coverage. For the most current crime statistics refer to SWOCC's Clery report at https://www.socc.edu/campus-security.

Emergencies - Medical

For a medical emergency, contact 9-1-1 immediately. Once 9-1-1 has been called, contact Campus Security at (541) 297-4200. Adults have the right to refuse medical transport. Emergency transportation must be provided by a licensed medical ambulance, a taxi, or a private vehicle driven by a family member or friend. Campus Security and college personnel are not authorized to transport individuals.

Parking

There are locations on campus that are designated as no parking, fire lane, and disabled parking; in these areas please adhere to the posted signs. Disabled students must display a valid DMV issued disabled parking placard.

Basic Rules for Parking and Safety

- Observe and obey all posted parking control signs.
- Park only in designated parking areas and marked spaces.
- Park only one vehicle per marked space.
- Do not block or obstruct other vehicles, campus roadways, thoroughfares or fire lanes; vehicles may be towed.

- Lock your vehicle doors and remove from sight any/all valuables: laptops, purses, cash, jewelry, backpacks, CDs, and books.
- Be responsible and respect the rights of others.

Student Housing

All residents must have a parking permit for any vehicle they park in the Housing parking lot. Housing provides one optional parking permit to each resident who has a vehicle registered in their name or in their parent's or guardian's name. The permit expires when the Room and Board Agreement has ended. Residents may not transfer the permit to another person

(Learn more about security at SWOCC by visiting https://www.socc.edu/campus-security)

Chapter 10 – Student Housing

Student Housing provides a safe academic environment for students living on campus. With capacity for more than 400 students, the apartment-style facility is ideal for personal growth and independence, social development, and academic progression.

Student Housing apartments are on campus, so residents can easily walk to classes and to the dining center in Empire Hall. Other conveniences on site include three laundry facilities, 24-hour computer lab, quiet study lounge, and clubhouse with a kitchen, large-screen TV, and recreational equipment. The apartments are within walking distance of supermarkets and restaurants.

One of the most valuable differences between Student Housing and off-campus housing are the nearly dozen Resident Assistants (RAs) who live with the residents. RAs are second-year (or greater) students who are trained to help students adapt to college life, mediate conflicts, enforce policies, and respond to emergencies. For more information, please visit the Student Housing website at https://www.socc.edu/why-swocc/student-housing/.

Housing Policies

Living in a community requires each member of the community to take responsibility for their personal safety, the security of their belongings, and the safety and respect of others. Students residing in student housing and their guest(s) are expected to abide by all policies outlined in the Room and Board Agreement. Students are expected to make their guest(s) aware of and ensure they follow these policies.

Roommate Agreement

Often roommates assume there is some kind of unwritten code that guides their behavior. It does not exist until the roommates create an actual roommate agreement that is unique to their living situation. Keep in mind that what works for one apartment may not work for another. In addition to spelling out how roommates will live with each other, an agreement provides an opportunity for residents to talk to each other. Finally, if you cannot resolve disagreements with your roommates or nobody wants to create a roommate agreement please contact a Resident Assistant or Student Housing. Resident Assistants will setup apartment meetings at the beginning of every term to establish apartment agreements.

Chapter 11 – Student Success Center

Stensland Hall 1st floor; (541) 888-7405; www.socc.edu/esps

The Student Success Center offers a variety of services to support students while attending Southwestern. Services include Academic Advising, Accessible Education office, Personal Counseling, Testing, Internships, and Career Advising.

Academic Advising

(541) 888-7405

All degree-seeking students are assigned an academic advisor.

• Counseling Services

(541) 888-7405

Career planning and exploration, educational advising, individual counseling, Human Development classes.

• Accessible Education office

(541) 888-7405

The Accessible Education office provides services to students with documented disabilities (physical or learning) to help them be successful in college.

• Internship & Cooperative Work Experience

(541) 888-7349

Internships give students an opportunity to gain valuable work experience and earn college credit at the same time.

• University Center

(541) 888-1518

The University Center assists and supports students who want to further their education by obtaining a bachelor's or graduate degree.

• Testing Services

Testing Services include placement tests and test proctoring.

Testing is available by appointment.

Chapter 12 – Laker Learning Commons

Tutoring and Writing Services

Tioga Hall 3rd floor; (541) 888-7234

The Laker Learning Commons is a place designed to meet all of Southwestern students' academic needs. The space boasts comfortable working stations, computers, quiet study rooms, high-speed internet and WIFI, couches and lounge chairs, and our supportive and helpful staff.

Campus Tutoring Services

If you're struggling with a class—don't give up! Our tutors are here to help you get through the quarter successfully. You can do this! We are here to help you.

Services for Students:

- Tutoring staff are highly qualified in a range of subject areas.
- Drop-in tutoring. No appointment necessary.

Tutoring services are free of charge!

Campus Writing Services

Our goal is to support students in all facets of the writing process and to help students become confident, independent writers. We assist students with the following: How to-understand a writing assignment, develop, focus, and organize ideas, create coherent paragraphs, integrate and document research, and find and fix grammatical errors.

Services for Students:

- One-on-one tutoring. Make an appointment here.
- Drop-in tutoring. No appointment necessary.
- Free Online Writing Assistance Form
- Writing services are free of charge!

Chapter 13 – TRIO Student Support Services

Randolph Hall; (541) 888-7419;

Student Support Services (SSS) is one of the federally funded TRIO programs for education. The goals of SSS are to help students graduate from Southwestern, to encourage students to transfer to a four-year college or university, and to assist with the transfer process. To be eligible for SSS, students must apply to the program and meet at least one of the following criteria: neither parent has a four-year (bachelor's) degree, meet the federal low income requirements for TRIO programs, or have a documented disability (physical or learning). SSS services are free and include tutoring, counseling, advising, campus visits to Oregon's four-year schools, cultural enrichment activities, and supplemental grant aid for qualified students.

Services for Students:

- Connect-to-Campus Program for new students
- Designated tutoring and study areas
- Personal, career, and academic advising
- Peer mentoring and tutoring
- Transfer assistance
- Campus visits to Oregon's four-year schools
- Cultural enrichment activities

Chapter 14 – Other Services and Support

Bookstore

Stensland Hall 1st floor; (541) 888-7264;

The Southwestern Bookstore has all the books and supplies you need to start classes. The Bookstore website is the best source for current information. You may purchase textbooks online and have them shipped to you, or reserved for store pick-up. A fax machine is available for students to send or receive information (541) 888-4905. Charges are made according to the destination or origination of the fax.

<u>Returns</u>

Returns meeting ALL of the following requirements are eligible for a full refund:

- The return is made during the first two weeks of the term for which the text was purchased.
- The text you are returning is for a class that you have dropped / changed or has been cancelled (you must provide proof of schedule change).
- The text is brought to the bookstore within one business day of the drop/change/cancellation.
- Text is brought to the bookstore with an original unaltered SWOCC Bookstore cash register receipt.
- Text MUST be in the original selling condition New text must be in new condition, no highlighting, no writing, no damage to cover or pages, shrink-wrap/bundled/or packaged books cannot be opened or altered, access codes/CD/other materials cannot be used or opened – used text cannot be returned if damaged *Sorry, NO EXCEPTIONS

Partial refund may be given if the text has been altered, this will be decided on a case-to-case basis. Returns made for other reasons must be completed within three business days of purchase, textbooks must be in the original selling condition and accompanied by an original unaltered SWOCC Bookstore cash register receipt. These returns will be charged a 15% restocking fee. Refunds can only be processed in the same tender as the purchase.

Book Buy Back

Sell your used textbooks for instant cash! Book buy-back is held during finals week of each term. Check the Bookstore or term schedule for exact times and dates.

Computer Labs

Tioga Hall 4th floor;

Southwestern has several instructional computer labs and one lab that is open for student use on a "drop in" basis. The open computer lab has IBM-compatible hardware and a variety of software. Computer labs are also available at the Southwestern facilities in Gold Beach and Brookings.

Dining Services

Empire Hall; (541) 888-7638;

Southwestern Oregon Community College (SWOCC) brought all of its foodservice in-house in September 2009. At that point the program came under the purview of the Oregon Coast Culinary Institute (OOCI). It is a program that provides competitive externship positions for the students of OCCI. The entire community of SWOCC benefits from this program as they are brought healthful food made from scratch everyday by the newest members of the culinary industry.

The dining hall (Empire Cafe) is open for breakfast, lunch, and dinner Monday through Friday. On Saturday and Sunday the dining hall opens in the afternoon for brunch and in the evening for dinner. Hours vary during holidays and in the summer. It is open to all students, staff members, and members of the public. If you live in Student Housing you are required to have a meal plan; the cost for this is already included in your room rate. Non-Housing Students can purchase a commuter meal plan; speak with a Dining Services employee for more information. Southwestern Dining Services will do its best to accommodate the special dietary requirements of students. If you have special needs in this area, arrangements should be made with the Housing Office prior to your arrival at Southwestern.

Financial Aid

Dellwood Hall Front Lobby; (541) 888-7324;

Various financial programs are available for students, including grants, scholarships, tuition waivers, student employment, and loans. Apply early; financial aid funds are often limited and awarded on a first-come, first-served basis. Refer to the College catalog and quarterly schedule for more information or visit the First Stop Center for policies, procedures and application processes.

First Stop Center

Dellwood Hall Front Lobby; (541) 888-7352; firststop@socc.edu

The First Stop Center provides a variety of services to students: general campus information, student employment services, payments for tuition and fees, admissions and registration, transcripts, and financial aid to help with the cost of college.

Library

Tioga Hall 2nd floor, (541) 888-7270;

The library provides resources to students, staff, and community members: COASTLINE (Coos County Library Network Online Catalog), reference materials, book collection, computer databases, periodicals, maps, videos, other audio-visual materials, Internet access, and other digital collections. A COASTLINE library card is required to check out materials. Items not available on COASTLINE can be borrowed from other libraries through interlibrary loans.

Student Recreation Center

(541) 888-7714;

The Student Recreation Center is a fitness and recreational facility for students and community members. It offers a state-of-the-art fitness center with a wide range of cardio equipment, circuit weight machines, free weight machines, barbells, and dumbbells. The Rec Center is also home to a collegiate-sized basketball court, racquetball court, game room, climbing wall, day-use locker rooms, and more! Students can enjoy the facility for free; community guests can utilize the facility by purchasing a Community Pass at the Rec Center front desk.

Student Supply Closet

Empire Hall 2nd floor (207)

The Student Supply Closet has free food, clothes, and other supplies for students. To access the closet see the Coordinator of Student life (Empire 205), or a member of Student Government (Empire 203).

Student Veteran's Center

Coaledo room (5)

The Student Veteran's Center is a comfortable and safe area that supports our student veterans while they fulfill their educational goals. In addition to computers, furniture, appliances, and supplies, the center is very welcoming and is significant in its therapeutic offerings for veterans suffering from PTSD and other disorders. The center is also unique in that it offers a full view of the outdoor space, Henry Hansen Union Square (the quad) from inside a quiet building, creating a perfect environment for veterans to study, relax, and reconnect with fellow veterans.

Chapter 15 – Graduation

Students earning an Associate's degree or a Certificate of Completion from Southwestern Oregon Community College must submit a *Graduation Application* for graduation. The application for degree or certificate is available in the lobby of Dellwood Hall or online. Official transcripts from accredited colleges and universities previously attended that apply toward a Southwestern degree or certificate must be on file with the Transcript Evaluator. All course work from other colleges will be included in the cumulative GPA regardless of applicability to current course work. The cumulative GPA, including transfer work, is used to determine eligibility for graduation honors. Final approval of the Application for a Degree or Certificate is given only after grades have been posted for the last term's work. Degrees or certificates are mailed to the students following this process and may take two to three months to receive.

Advisors are available to assist students in selecting course work that applies to the degree or certificate, but students have final responsibility for satisfying graduation requirements.

Chapter 16 – Grade Appeals

The purpose of the grade appeal process is to address concerns regarding the final grade in a class and is utilized for only that purpose. Students may not appeal disagreements with items such as teaching methodologies, attendance policies, or grade weighting methods.

After receiving final grades at the end of a term, students may decide to formally appeal a final grade. Students may appeal final course grades for the following reasons:¹

- Grade miscalculation
- Inconsistency between the grading policy written in the syllabus and what is practiced If a student chooses to pursue a final grade appeal, then the process must be completed the following term. The grade appeal process will be conducted as follows (0-6 weeks total):²
- Step 1. The student must meet with the instructor to discuss the final grade in dispute. This meeting must occur by the close of the business day on Friday of Week 2 of the subsequent term after the grade was posted. The meeting must be in a manner that is consistent with the course syllabus (in-person, telephone, or email). Students are encouraged to attempt to communicate with the instructor using multiple means, including in person, via telephone, and via email. Students are encouraged to review the syllabus to determine how to contact the instructor.
 - **a.** If the instructor cannot be reached, the student must contact the appropriate academic dean. It is the dean's responsibility to communicate the grade in dispute with the instructor, and set up a time to mediate a discussion between student and instructor.
 - **b.** If the student misses the period of time for which to pursue a grade appeal, she/he can still meet with the instructor and see if the grade dispute can be resolved informally. However, if the deadline has passed to proceed with the formal grade appeal process, the committee will not make exceptions to hear the appeal.
- **Step 2.** If Step 1 has been met (with the exception of 1b), and the dispute is not resolved, the student must complete the Grade Appeal Form to officially request a grade appeal hearing. This form must be completed and submitted to the appropriate academic dean **by the close of the business day on Friday of Week 3 of the subsequent term after the grade was posted**.
 - **a.** The academic dean is responsible for informing the instructor and the Academic Standards Committee of the request for a grade appeal within one business day of receiving the Grade Appeal Form.
 - **b.** The student must contact the Vice President of Enrollment and Student Services to seek an advocate for the grade appeal.
 - c. The faculty member may request a meeting with the student to be completed by the close of the business day on Friday of Week 4 of the subsequent term after the grade was posted. The dean or designee shall facilitate this meeting. The Vice President of Enrollment and Student Services or designee may accompany the

student at the student's request. The instructor may have a representative present as well.

Step 3. The Academic Standards Committee will conduct a formal grade appeal hearing by the close of the business day on Friday of Week 5 of the subsequent term after the grade was posted.

- Prior to the grade appeal hearing, the student must meet with the Vice President of Enrollment and Student Services for support and meeting preparation. The student must provide appropriate documentation for review.
- Prior to the grade appeal hearing, the instructor is encouraged to seek professional guidance for support and meeting preparation. The instructor must provide appropriate documentation to the Academic Standards Committee for review.
- **a.** Meeting participants include:
 - Student
 - Instructor
 - Dean
 - Vice President of Enrollment and Student Services
 - Academic Standards Committee members (quorum required)
- **b.** Student presents her/his case. Instructor will not be present during student's presentation.
- **c.** Instructor presents her/his case. Student will not be present during instructor's presentation.
- **d.** After presentations, the Academic Standards Committee will deliberate.
- Step 4. The Academic Standards Committee will reach a conclusion and provide written rationale to resolve the matter by the close of the business day on Friday of Week 6 of the subsequent term after the grade was posted. A completed Grade Appeal Form must be provided to the Office of Instruction and to the Registrar. The Office of Instruction must inform all parties of the decision.

Footnotes:

- 1. For issues outside of the reasons listed, refer to the student handbook or seek assistance from student services.
- 2. There is no current mechanism for handling spring term grade appeals during summer term. These grade appeals will be handled during fall term.

Grade Appeal Form

Step 1: to be completed by Student by end of Week 2

i	1	lent by end				
Student ID			S	tudent Name		
Year & Term			Coı	urse Number &		
real & Term				Section		
Course Title						
Instructor Name						
Reason for Grade Appeal	Inconsistency h			tween the grad	ing policy wri	tten in the
Communication Methods Face Circle all that apply			ce-to	-Face / Telephor		
Meeting Informa	Date:		Time:	Location:		
Meeting Outcome						
-						
		lent, Acade	emic [Dean, and Instru	ctor by end of	Week 3
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Step 4: to be completed by Office of Instruction by end of Week 6

Date:	Date:	Date:	Date:	Date:	
Student	Instructor	Academic Dean	Instruction	with Registral	
outcome with	outcome with	outcome with	with Office of	with Registrar	
Communicate	Communicate	Communicate	File Paperwork	File Paperwork	

Chapter 17- Student Grievance Procedure

(Refer to procedure 9.070 for the full policy)

This grievance procedure is provided to insure that due process exists for those persons (students, staff or general public) who allege that their rights at Southwestern Oregon Community College have been denied, abused, or diminished. A grievance is a complaint, dispute, or misunderstanding that is alleged to have occurred when the College acted in a manner that denies, abuses or diminishes the person's rights and privileges, provided for in the written procedures of the College or guaranteed by State or Federal law. This includes, but is not limited to, allegations of discrimination (based on race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans), harassment or unfair treatment. The single point of contact for persons who allege that their rights at Southwestern Oregon Community College have been denied, abused, or diminished is the Vice President of Administrative Services, AAO/EEO. After an initial meeting with the complainant, the Vice President of Administrative Services, AAO/EEO will contact the appropriate College personnel and initiate an informal resolution process.

Complaints may be submitted online through <u>Incident Reporting-Maxient</u>. Employees receiving complaints must forward the complaint by entering it into the <u>Incident Reporting-Maxient</u>.

REPRODUCTION OF ALL COPYRIGHTED MATERIALS

Among the facilities available to instructors in carrying out their educational assignments are a variety of machines for reproducing the written and spoken word, either in single or multiple copies.

Infringement on copyrighted material, whether prose, poetry, graphic images, music, audio tape, video or computer-programmed materials, is a serious offense against federal law and contrary to the ethical standards required of Southwestern staff and students alike.

All reproduction of copyrighted material is to be conducted strictly in accordance with applicable provisions of law. Unless otherwise allowed as "fair use" under federal law, permission must be acquired from the copyright owner prior to reproduction of material in any form.

"Fair use" is not a rigidly defined term. "Fair use" is based on the following standards:

- 1. The purpose and character of the use;
- 2. The nature of the copyrighted work;
- 3. The amount of and the substantiality of the portion used;
- 4. The effect of the use upon the potential market for, or value of, the copyrighted work.

If an individual questions the legality of duplicating materials, he/she should seek permission from the copyright holders.

Section 107 of the Copyright Act of 1976 ORS 341.290(2)

Adopted by Southwestern Administration: April 6, 2016

SOUTHWESTERN OREGON COMMUNITY COLLEGE AGREEMENT





BOARD OF EDUCATION OF SOUTHWESTERN OREGON COMMUNITY COLLEGE DISTRICT

and the

SOUTHWESTERN OREGON COMMUNITY COLLEGE FEDERATION OF TEACHERS

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – DEFINITIONS AND TYPES OF APPOINTMENTS	3
ARTICLE 3 – NON-DISCRIMINATION	6
ARTICLE 4 – FEDERATION ACTIVITIES AND RIGHTS	7
ARTICLE 5 – ACADEMIC FREEDOM	9
ARTICLE 6 – JOINT EMPLOYER/FEDERATION RELATIONS	11
ARTICLE 7 – MANAGEMENT RIGHTS	11
ARTICLE 8 – COLLEGE GOVERNANCE	13
ARTICLE 9 – TERMS OF SERVICE	13
ARTICLE 10 – CRITERIA FOR INITIAL PLACEMENT	
ARTICLE 11 – COMPENSATION	
ARTICLE 12 – WORKLOAD	22
ARTICLE 13 – OVERLOADS AND SUMMER SESSION COMPENSATION	27
ARTICLE 14 – SCHEDULING AND TEACHING ASSIGNMENTS	29
ARTICLE 15 – TENURE	30
ARTICLE 16 – EVALUATION	31
ARTICLE 17 – DISCIPLINE AND DISCHARGE	36
ARTICLE 18 – PERSONNEL FILES	37
ARTICLE 19 – INSURANCE COVERAGE	38
ARTICLE 20 – SICK LEAVE	40
ARTICLE 21 – BEREAVEMENT LEAVE	41
ARTICLE 22 – LEAVES WITH PAY	41
ARTICLE 23 – LEAVES WITHOUT PAY	48
ARTICLE 24 – HOLIDAYS	49
ARTICLE 25 – VACATIONS	50
ARTICLE 26 – TUITION	50
ARTICLE 27 – CONFERENCE AND TRAVEL	51
ARTICLE 28 – EARLY RETIREMENT POLICY	51
ARTICLE 29 – FACULTY INVOLVEMENT IN RECRUITMENT AND SELECTION	51
ARTICLE 30 – BUDGET DEVELOPMENT	52
ARTICLE 31 – REDUCTION IN FORCE AND RECALL	52

ARTICLE 32 – TERMINATION OF SENIORITY AND EMPLOYMENT	54
ARTICLE 33 – GRIEVANCE PROCEDURE	55
ARTICLE 34 – UNPROTECTED STRIKE ACTIVITIES AND LOCKOUTS	57
ARTICLE 35 – SCOPE OF AGREEMENT	57
ARTICLE 36 – DURATION	58
APPENDIX A – SALARY SCHEDULE 2019-2023	59
APPENDIX B – SALARY SCHEDULE 2023-2024	60
APPENDIX C – APPLICATION FOR FACULTY SABBATICAL LEAVE	63
APPENDIX D – FLOATING DAYS	66
APPENDIX E – COURSE AND PROGRAM DEVELOPMENT	67
DIVISION CHAIRS	68

1		SOUTHWESTERN OREGON
2		COMMUNITY COLLEGE AGREEMENT
3		By and Between
4		the
5		BOARD OF EDUCATION OF
6		SOUTHWESTERN OREGON COMMUNITY
7		COLLEGE DISTRICT
8		and
9		the
10		SOUTHWESTERN OREGON
11		COMMUNITY COLLEGE FEDERATION
12		OF TEACHERS
13		
14	This	Agreement is by and between the Board of Education of Southwestern Oregon Community
15		ege District, hereinafter called the "Employer," and the Southwestern Oregon Community
16		ege Federation of Teachers, hereinafter called the "Federation." The term "Employer" used
17		inafter shall mean the Board of Education or its lawful delegated representatives.
18		
19		
20		ARTICLE 1 – RECOGNITION
21		
22	1.1	The Employer recognizes the Federation as the exclusive bargaining representative only
23		for College faculty, with tenured, tenure track, visiting and lecturer appointments and who
24		work more than fifty percent (50%) on ten (10)-month, eleven (11)-month, or twelve (12)-
25		month annual appointments. Employees excluded from this Agreement shall include, but
26		are not limited to managers, confidential, supervisory, administrative employees,
27		(including non-instructional specialists), classified employees, and all other employees.
28		
29	1.2	Disputes regarding the appropriateness of the unit shall be handled consistent with
30		applicable state statute and Employment Relations Board rules.
31		
32		
33		ARTICLE 2 – DEFINITIONS AND TYPES OF APPOINTMENTS
34		
35	2.1	Appointment Year: Normally, faculty members shall be appointed on the academic year
36		(fall, winter and spring) basis. See Article 9.2 for non-academic year appointments. Under
37		certain circumstances, such as grants, contracts, or enterprise fund programs, faculty may
38		also be appointed on a grant's fiscal year, the College's fiscal year, or other basis for
39		purposes of annual appointments.
40		
41	2.2	Fiscal Year: The College's fiscal year shall run consecutively from July 1 through June
42		30. Grant, contract, and enterprise program fiscal years may differ from the College's
43		fiscal year.
44		
45		

- Partial Year Appointments: Normally, faculty shall not be hired for less than one full appointment year. In certain circumstances, such as leave replacement, appointments for less than one year may be made. Appointments of less than one year shall not count toward years of service for the purpose of tenure, evaluation-related increases or sabbatical eligibility, nor shall a partial year lecturer appointment count toward the four-year eligibility limitation for lecturer appointments set forth in 2.10A.
- 8 2.4 <u>Faculty or Faculty member</u>: The word faculty or faculty member as used in this Agreement shall mean an individual covered by this Agreement as set forth in 1.1.
- 12 Academic Year: The academic year shall consist of four academic terms beginning with the summer term and ending with the spring term and follow the instructional calendar of the College.
- 15 2.6 <u>Types of Appointments</u>: Faculty members shall be given one of four types of annual appointments: (1) tenure track, (2) tenured, (3) visiting or (4) lecturer.
- Tenure Track Appointments: A tenure track appointment shall be given in all cases other than those in which a visiting or lecturer appointment is deemed appropriate. A tenure track appointment is probationary until tenure is granted in accordance with the terms of this Agreement, Article 15, Probationary Period and Tenure.
 - A. It is agreed that full-time faculty positions will normally be tenure track positions. It is further agreed that circumstances may exist that make a visiting or lecturer appointment a more appropriate choice. These circumstances will be limited to such cases where a program is temporary or experimental in nature; the position is for two years or less, is advertised as such, and will not be renewed as an on-going position; because unforeseeable time constraints made a national, or regional if appropriate, search impossible or impractical and the hire is deemed an emergency hire.
 - B. Visiting and lecturer full-time faculty positions combined shall not normally exceed twenty percent (20%) of all types of full-time faculty appointments, except in cases such as explained in 2.7A.
- 36 2.8 Tenured Appointments: A tenure track faculty member who has successfully completed
 37 his or her probationary period and has been granted tenure by the Board of Education shall
 38 receive a tenured appointment.
 - 2.9 <u>Visiting Appointments</u>:

- A. <u>A visiting appointment may be given in the following cases:</u>
 - 1. To fill a temporary vacancy in a tenured or tenure track position for one academic or fiscal year.

2. To fill a position in a temporary program for two years or less.

- 3. To fill a position that is grant, enterprise or contract-funded. During an appointment year, a faculty member in a grant, enterprise or contract-funded visiting position shall not be assigned to a position that will replace a faculty member with a regular (tenure track or tenured) appointment, temporary vacancy visiting appointment, or temporary program visiting appointment, nor shall the faculty member be assigned to a position for which he/she is not qualified in accordance with Article 10.
- 4. A visiting position shall be advertised in a national search. The search will indicate that the position may move to tenure track depending on funding.
- B. <u>Privileges of a Visiting Appointment</u>: A faculty member with a visiting appointment will be entitled to all privileges available to a faculty member on a regular (tenure track or tenured) appointment with the exception of those provisions regarding tenure in Article 15, Probationary Period and Tenure or any other provision in the Agreement that specifically addresses visiting appointments.
- C. Years of Service for Visiting Appointments: If a faculty member with a visiting appointment is given a regular (tenure track or tenured) appointment, and the faculty member has been evaluated each year in accordance with Article 16, Evaluation, and the assignment is similar, all consecutive years of service with a visiting appointment shall be retroactively counted towards tenure, sabbatical leave, or any other term or condition of employment with a longevity requirement.
- 2.10 <u>Lecturer Appointment</u>: A faculty member who receives a lecturer Appointment is considered to have a non-permanent appointment and shall be placed on the salary schedule in accordance with Article 10, Appendix A or B and paid eighty percent (80%) of a regular appointment salary.
 - A. Lecturer faculty positions shall not normally be used in new programs or for the replacement of tenured or tenure-track positions in programs that do not have other tenured or tenure-track faculty in them. Lecturer appointments may be used to fill vacancies in positions where no other tenured or tenure-track faculty exist in cases where it is not prudent or practical to fill the vacancy via a national search due to time constraints or due to other unforeseen circumstances.
 - B. <u>Privileges and Limitations of a Lecturer Appointment</u>: Faculty on Lecturer appointments shall not be granted tenure. A lecturer faculty member will receive an annual appointment for up to one-year, for three or four consecutive academic terms. Lecturer faculty are limited to four (4) years of lecturer faculty employment.

C. Years of Service for Lecturer Appointments: In the event a probationary tenure track faculty member has held at least two (2) years of lecturer faculty appointments prior to receiving a tenure track appointment, the employer may apply up to a maximum of fifty percent (50%) of the lecturer years of service toward tenure, but shall apply at least one year of service toward tenure when three or more consecutive lecturer years have been served and evaluations have been conducted in accordance with Article 16 of this Agreement. The decision to apply lecturer years of service toward tenure shall not be subject to the grievance procedure unless the grievance relates to only an arbitrary or discriminatory application of lecturer years of service toward tenure.

2.11 Moving from a Visiting Appointment to Tenure Track Appointment:

A. Visiting positions created under the exceptions to 2.7 that are not grant, contract, or enterprise-funded shall be eliminated after a maximum of two years' time or shall become tenure track positions for any successive years. In such cases that the College chooses to move the visiting position, or creates a new tenure track position within the same academic department, the incumbent will move into the new tenure track position, with the years of visiting appointment credited toward tenure.

B. Lecturer faculty appointments are not eligible to move to tenure positions. However, qualified incumbents filling lecturer faculty positions are eligible to apply and compete for an interview. This Section shall in no way be construed as a promise of continued employment for the lecturer incumbent.

 2.12 <u>Accredited Institution</u>: For the purposes of this Agreement, accredited institution shall mean an institution accredited by a federally-recognized accreditor or an institution approved by the State of Oregon Office of Degree Authorization. For Oregon Coast Culinary Institute, accredited institutions shall include industry-recognized certification-granting institutions or organizations for Culinary Arts certification.

2.13 <u>Employer</u>: For the purposes of this Agreement, Employer shall mean the College Board of Education or its administrative designee. Where specifically referenced as providing information to or from the Employer, Employer shall mean the Vice President of Instruction, Vice President of Administrative Services, or Chief Human Resources Officer, as appropriate.

ARTICLE 3 – NON-DISCRIMINATION

 3.1 <u>Non Discrimination</u>: In accordance with Oregon law, the Employer and the Federation agree not to discriminate against faculty members or applicants for faculty positions because of their membership or non-membership in the Federation or because of other rights granted to employees under the Public Employees Collective Bargaining Act.

3.2 <u>Faculty Rights</u>: The Employer and the Federation agree to comply with state and federal laws regarding discrimination on the basis of race, color, gender, age, disability, gender identity, veteran's status, national origin, sex, sexual orientation, political activities, religion, marital status or other protected status in accordance with applicable law.

ARTICLE 4 – FEDERATION ACTIVITIES AND RIGHTS

4.1 <u>Federation Responsibility</u>: The Federation agrees to assume full responsibility to insure full compliance with Federal and state law with respect to non-members covered by this Agreement.

4.2 <u>Payroll Deduction</u>: New employees are required to provide Payroll with a completed Authorization for Dues Withholding. The Employer agrees to deduct the regular Federation membership dues once each month from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Federation. Federation membership dues shall be deducted for twelve (12) calendar months, regardless of the 10-, 11-, or 12-month status of a faculty member's appointment.

21 4.3 Remittance to Federation: The aggregate deductions for membership dues shall be remitted together with an itemized statement to the Treasurer of the Federation by the 10th day of the succeeding month after such deductions are made.

4.4 <u>Voluntary Committee on Political Education (hereinafter referred to as C.O.P.E. Payroll Deductions)</u>: The Employer and the Federation agree that upon written request on a form provided by the Federation, members of the Federation may have voluntary C.O.P.E. contributions deducted from their paychecks. The amount will be forwarded to the Federation with regular dues deduction, with the C.O.P.E. amount so specified.

4.5 <u>Indemnification</u>: The Federation agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the faculty member and such authorization has not been rescinded.

4.6 <u>Use of College Facilities</u>: The Federation and its members shall have the right to use the College facilities for meetings without charge, provided that such use shall not interfere with nor interrupt normal College operations, nor shall cause increased operational costs to the College, and that arrangement for such use shall be made in accordance with established procedures. The Federation shall pay for the use of the facilities that involves increased operational costs, including but not limited to additional custodial and maintenance services, technical support or use of specialized facilities' equipment such as sound and audiovisual systems in the Performing Arts Center.

4.7 <u>Federation Business</u>: Duly authorized representatives of the Federation shall be permitted to transact official Federation business on the College campus.

- 4 4.8 <u>Use of Equipment</u>: The Federation shall have the right to use College equipment, including but not limited to personal computers, internet connections, printers and copiers and all types of audio-visual equipment, without costs, when such equipment is not otherwise in use for business purposes, provided no additional cost to the College is incurred. The Federation shall also have the right to use College materials and supplies incidental to such use of equipment at cost.
 - 4.9 <u>Federation Communications</u>: The Federation shall have the right to use faculty bulletin boards for posting notices of its activities and shall have the use of other channels of communication on campus, including but not limited to the College newsletter and faculty mailboxes, and/or electronic mail and web publishing for communications with faculty members. All mass distributions shall clearly indicate the Federation as the distributor of the material and comply with the Employer's communication polices, including any revisions to these policies, provided these policies do not violate the specific terms of this Agreement.
 - 4.10 <u>College Systems and Equipment</u>: All Employer electronic and telephonic communications systems or other business equipment are the property of the Employer, and are to be used solely for job-related purposes, except as otherwise expressly set forth in this Agreement. The use of these systems or business equipment shall be consistent with the Employer's business interests.
 - The Employer reserves the right to monitor, retrieve, and/or take possession of such systems or equipment, including but not limited to internet usage history and printing, reading, listening to and/or viewing all resident data on College equipment, in accordance with the Employer's communications policies, including any revisions to these policies. Use of the Employer's electronic and telephonic communications systems or other business equipment is *not confidential*. Employees should have *no expectation of privacy* with regard to use of the systems.
 - 4.11 <u>Board of Education/District Budget Committee Meetings</u>: The Federation shall be entitled to an ex-officio position at all Board of Education meetings and District Budget Committee meetings, and shall be allowed to enter any items on any agenda and shall be allowed to speak on any question on any agenda in accordance with Board policy.
 - 4.12 <u>Copy of Agreement</u>: The Employer shall furnish to each member of the bargaining unit now employed or hereinafter employed a copy of this Agreement. Such printing shall be done on the College campus.

4.13 <u>Information Furnished to Federation</u>: The Federation shall be furnished agendas, minutes and study materials at the same time and in the same form as those furnished the Board of Education except for that information which, in its current stage of discussion, must be considered confidential to prevent public embarrassment to an individual, individuals or the College, or in accordance with Oregon State law. The College President's letter of transmittal shall not be included in the material furnished to the Federation.

- 4.14 <u>Public Information</u>: Public information of the College shall be made available to the
 Federation upon request. Such requests shall be made sufficiently in advance to allow for
 their assembly and will not involve unreasonable costs or staff time.
- 12 4.15 <u>List of Bargaining Unit Members</u>: The Employer, upon request, shall furnish the Federation with an up-to-date listing of the names and addresses of all members of the unit.
 - 4.16 <u>Federation Business during Work Time</u>: The faculty shall not conduct Federation business on the Employer's work time except as expressly set forth below:
 - A. Federation/Employer meetings as set forth in 6.2 shall be scheduled at times mutually agreed upon by the Federation and the Employer. Time spent by the grievant, a representative designated by the Federation, and/or members of committees designated by the Employer to attend such meetings shall result in no loss of pay if the meetings occur during normal business hours, and shall require no additional compensation directly from the Employer if beyond normal business hours.
 - B. Collective bargaining between the Employer and the Federation Negotiations Committee shall be scheduled at times mutually agreed upon by the Federation and the Employer during normal business hours, provided that it does not unnecessarily interfere with classroom instruction or other professional duties. Bargaining during agreed upon times by Federation Negotiating Committee members shall not result in a loss of pay, nor shall the Federation Negotiating Committee members receive any additional compensation directly from the Employer if the meetings are conducted outside of normal business hours.

ARTICLE 5 – ACADEMIC FREEDOM

- 5.1 <u>In General</u>: Employer and Federation subscribe to the following statements on academic freedom of the American Association of University Professors and the American Library Association.
- 5.2 <u>Academic Freedom</u>: The purpose of this statement is to promote public understanding and support of academic freedom and agreement upon procedures to assure them in colleges and universities. 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 truth and its free exposition. Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student in freedom in learning. It carries with it duties correlative with rights.

A. The instructor is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The instructor is entitled to freedom in the classroom in discussing the subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/her subject.

C. The college or university teacher is a citizen, a member of a learned profession and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at all times attempt to be accurate, should exercise appropriate restraint, should show respect for the opinions of others and should make every effort to indicate that he/she is not an institutional spokesman.

5.3 <u>Council of the American Library Association Policies</u>: The Council of the American Library Association reaffirms its belief in the following basic policies which should govern the services of all libraries:

A. As a responsibility of library service, books and other library materials selected should be chosen for values of interest, information and enlightenment of all the people of the community. In no case should library materials be excluded because of the race or nationality or the social, political or religious views of the authors.

B. Libraries should provide books and other materials presenting all points of view concerning the problems and issues of our times; no library materials should be proscribed or removed from libraries because of partisan or doctrinal disapproval.

C. Censorship should be challenged by libraries in the maintenance of their responsibility to provide public information and enlightenment.

D. Libraries should cooperate with all persons and groups concerned with resisting abridgement of free expression and free access to ideas.

E. The rights of an individual to the use of a library should not be denied or abridged because of age, race, religion, national origin or social or political views.

ARTICLE 6 – JOINT EMPLOYER/FEDERATION RELATIONS

6.1 <u>Individual Appointments</u>: No individual appointment of employment shall be entered into which is inconsistent with this Agreement. Reference to this Agreement will be incorporated into any individual appointment agreement.

6.2 Federation/Employer Meetings: The Employer agrees that its representatives shall meet with representatives of the Federation per Article 6.3, for the policies, procedures, and proposed plans that impact faculty working environment and welfare. These meetings will be scheduled once a month with any additional meetings determined by the committee. The representatives of the employer shall provide an agenda; if the faculty federation has discussion items, they will submit them 48 hours in advance. These Federation/Employer meetings shall not be a process for the parties to re-negotiate the provisions of this Agreement. These meetings shall not be used as part of the grievance process. Neither party shall have any control over the selection of the representation of the other party. It is agreed that neither party shall have more than four (4) representatives at such meetings. It is further agreed that nothing in this Section shall be construed to obligate either party to modify, limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this Agreement. In the event that during Federation/Employer meetings an issue arises that requires additional focus, such as insurance, a sub-committee can be formed to deal with the specific issue.

 6.3 The Faculty Federation Representatives include the members of the Executive Board of the Faculty Federation or a team designated by the Faculty Federation Executive Board. A minimum of two such members are required to be present in order for them to act as Representatives of the Faculty Federation. When a meeting between the Federation and the College Administration is needed, the Federation President is the initial contact who will respond within 24 hours to arrange the meeting. If the Federation President is unavailable for 24 hours, the Federation Vice President or designee is the next contact person.

ARTICLE 7 - MANAGEMENT RIGHTS

 7.1 <u>Management Rights</u>: The Federation recognizes the right of the Employer to direct and manage the affairs of the District. As the Employer in this Agreement, the Southwestern Oregon Community College Board of Education and its agents retain all authority, rights, functions and powers not specifically abridged, deleted or modified by this Agreement or by statute.

7.2 <u>Organization</u>: Nothing in this Article shall alter the rights of either party outlined in Article 1 of this Agreement nor preclude the Board of Education from modifying the organization structure if it determines such modification to be in the best interest of the institution.

7.3 <u>Specific Management Rights</u>: The Employer retains and reserves to itself all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law, including but not limited to the right to:

- A. Determine and revise the purpose, mission, objectives and policies and procedures of the College.
 - B. Determine the management and administrative organization of the College and the selection of faculty members for administrative and supervisory positions.
 - C. Determine the type and location of facilities and equipment, including the establishment of new facilities and the closure or relocation of existing facilities.
 - D. Manage the affairs of the College to maintain order and efficiency and to determine the methods, means, procedures and personnel required to conduct College programs.
 - E. Establish and revise the College calendar.

- F. Administer the personnel system of the College, including but not limited to the recruitment, screening, selection, appointment, evaluation, training, retention, promotion, assignment, transfer, discipline, supervision, demotion and discharge of faculty members.
- G. Direct, supervise, schedule and assign the work force, including but not limited to determining the place of work, the number of faculty members, the allocation and assignment of work to faculty members, review of course materials and creating and revising position descriptions. Clarification of course materials will be made in a collaborative manner.
- H. Establish standards and criteria for job performance.
- I. Create, combine, modify or eliminate any faculty member's job.
- 7.4 Exercise of Rights: The exercise by the Employer of the powers, rights, authority, duties and responsibilities in 7.3 and the adoption of policies, rules, procedures, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement including all authority rights, functions and powers not specifically abridged, deleted or modified by the Agreement, and applicable law.
- College Rules and Regulations: All faculty members shall comply with rules and regulations,
 which are not inconsistent with this Agreement, which from time to time may be promulgated
 or revised by the Employer.
- 7.6 <u>College Policies</u>: The Employer reserves the right to review its policies referenced in this Collective Bargaining Agreement without negotiations with the Federation.

ARTICLE 8 – COLLEGE GOVERNANCE

8.1 It is agreed that the Constitution of Southwestern Oregon Community College General Faculty and Faculty Senate, the Faculty Senate itself and its committees shall remain in existence for the duration of this Agreement. The application of the Constitution and the operation of the Faculty Senate and its committees shall all be consistent with the terms of this Agreement and Oregon statute. It is agreed by the parties that the Senate and its committees shall in no way interfere with or abridge the rights and obligations of the parties to each other resulting from recognition agreed to between the Federation and Employer in this Agreement.

ARTICLE 9 - TERMS OF SERVICE

9.1 <u>Days of Service</u>: During the 2019-2020 contract year, faculty members with 10-month appointments shall be required to work 173 days of service during fall, winter and spring terms of the academic year in accordance with the instructional calendar. Members with 11-month appointments shall be required to work 193 days of service and members with 12-month appointments shall be required to work 248 days of service.

Starting in the 2020-2021 contract year through 2021-2022, faculty members with 10-month appointments shall be required to work 174 days of service during fall, winter and spring terms of the academic year in accordance with the instructional calendar. Members with 11-month appointments shall be required to work 194 days of service and members with 12-month appointments shall be required to work 249 days of service.

Starting in the 2022-2023 contract year through 2023-2024, faculty members with 10-month appointments shall be required to work 175 days of service during fall, winter and spring terms of the academic year in accordance with the instructional calendar. Members with 11-month appointments shall be required to work 195 days of service and members with 12-month appointments shall be required to work 250 days of service.

 One day of each contract year in 2020-2021 and 2021-2022 will be considered a floating day for the purposes of advising, student engagement and student success, instructional mission fulfillment planning, and professional development. Two days of each contract year in 2022-2023 through 2023-2024 will be considered floating days for the purposes of advising, student engagement and student success, instructional mission fulfillment planning, and professional development. These floating days may occur outside the range of fall, winter, and spring terms and will be negotiated with faculty via Faculty Senate on an annual basis by March 31st of each year. Administration will, in collaboration with Faculty Senate, provide choice and flexibility for the floating days to be used by faculty. Activities in any given year might vary between faculty members. Faculty Senate and the Vice President of Instruction shall come to mutual agreement regarding the scheduled activities for each faculty member each year. Possible activities during these days are outlined in Appendix D.

For the purposes of this section, a day shall mean a full working day, present and available on the work site for all scheduled activities as defined in Article 20, Sick Leave and Article 22.2(C) Personal Leave.

9.2 <u>Alternate 10-Month Schedules:</u> In some instances, the Employer may request to hire a 10-month faculty member on an appointment that spans summer term (spring, summer and fall, for example). When a decision is made by the Employer to hire a faculty member on an alternate schedule, the Employer will first offer the alternate schedule to incumbent faculty. The offer will be made by seniority with existing faculty having the first right of refusal. 10 month faculty members on these appointments will work the number of days outlined in section 9.1.

 9.3 <u>Special Circumstances</u>: In special circumstances, the President may recommend to the Board ten-month faculty appointments for a comparable period of service within the fiscal year. Under certain circumstances, such as for the replacement of a faculty member on an approved, extended leave, a short-term appointment may be given in accordance with Article 2.3 of this Agreement.

9.4 <u>Remainder of Year Employment</u>: Nothing shall prevent a faculty member employed on an academic year basis from being employed during the remainder of a fiscal year, in the summer sessions, or in other service.

9.5 Appointment Agreement: The terms and conditions of every appointment, whether tenured, tenure track, visiting or lecturer, shall be stated or confirmed in writing, and a copy of the appointment agreement will be supplied to the faculty member concerned. Any subsequent extensions or modifications of an appointment, and any special understandings, or any notice incumbent upon either party to provide, will be stated or confirmed in writing and a copy will be given to the faculty member concerned.

9.6 <u>Termination of Appointment</u>: A faculty member may terminate his/her appointment effective at the end of the academic or fiscal year provided that he/she gives notice in writing at the earliest possible opportunity, but no later than thirty (30) days after receiving notification of the terms of appointment for the next academic or fiscal year. The faculty member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he/she would otherwise be denied substantial professional advancement or other opportunity.

9.7 <u>Notification of Intent to Return</u>: The College shall provide a Notification of Intent to Return form for each faculty member no later than March 1st of each calendar year. In return, each faculty member, no later than March 31st, shall notify the College in writing of his/her intent to return using the form provided. The names of faculty who indicate they do not intend to return will be forwarded to the Federation and the direct supervisor for informational purposes.

Oregon Community College to establish and administer initial salary placement of faculty. 5 The Federation bargaining team, by way of negotiating the provisions of this Article, shall 6 act as a committee for reviewing procedures for appointment of faculty. The Vice 7 President of Instruction shall be responsible for determining the initial salary placement of 8 all faculty covered by this Agreement in accordance with the criteria set forth in this 9 Agreement. 10 11 10.2 Maintenance of Salary: Nothing in this Article shall be interpreted in such a way as to reduce the salary of any faculty member employed at the time of adoption of this 12 13 Agreement. 14 15 10.3 Qualifications for Initial Placement: 16 17 The qualifications in a job announcement shall specify the teaching field(s). Initial A. 18 placement on the salary schedule is dependent on the degree and the relevant 19 experience in the teaching field. 20 21 B. The placement criteria are guidelines for initial placement. However, in cases of 22 special need or for special qualifications, the Employer reserves the right to 23 determine the initial salary placement of a faculty member at any step on the salary 24 schedule. Original salary placement shall be documented on an "original step 25 placement form" and filed in the faculty member's personnel file. 26 27 C. A Master's degree in the instructional area of the teaching assignment (preferred) 28 or a related field, or a Master's degree plus at least 12 graduate credits in the 29 instructional area of the teaching assignment is required for faculty teaching Lower 30 Division Collegiate courses and for faculty employed as Librarians, Counselors, 31 and Learning Resource Faculty. 32 33 D. The faculty minimum qualifications outside the area of Lower Division Collegiate 34 35 credit include: 36 1. For teaching career-technical courses, professional certifications or an AAS 37 degree in a subject area closely related to that in which the instructor will 38 be teaching, and a minimum of 3 years significant and related experience is 39 required and a Bachelor's degree or higher is preferred. 40 41 2. For teaching Developmental Education and Adult Basic Skills classes, a 42 Bachelor's degree in a closely related field is required and a Master's degree 43 44 is preferred. 45 E. A faculty member with a visiting appointment which is grant or contract funded shall not teach on-campus courses that are usually taught by faculty with tenured 46 47 or tenure track appointments, or be used in any way to replace or displace a faculty 48 member with a tenured or tenure track appointment. 15

ARTICLE 10 - CRITERIA FOR INITIAL PLACEMENT

Introduction: It is the function of the Board and the Administration of Southwestern

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10.1

1 F. All degrees used for salary schedule placement shall be from accredited institutions. 2 3 G. An official transcript listing the last degree conferred must be on file with Human 4 Resources for every faculty member covered by this Agreement. All new faculty 5 members must provide an official transcript to Human Resources upon hire. All 6 current faculty members who currently do not have an official transcript on file in 7 their personnel file shall be required to provide an official transcript within forty-8 five (45) days of request from Human Resources. 9 10 10.4 Initial Salary Schedule Placement on Single-Column Step Schedule (Appendix A): 11 12 The single-column step schedule presented in Appendix A shall be in effect for the A. 13 first four years of this contract (19-20, 20-21, 21-22, and 22-23). This section shall 14 be used to place new hires, during the first four years of this contract, on the version of the single-column step schedule (Appendix A) that is in effect in the year during 15 16 which they are hired. 17 18 B. Criteria for initial step placement based on Degree for Lower Division Collegiate 19 faculty: 20 Bachelor's Degree – Step 1 21 1. 22 23 2. Master's in an area other than the Instructional area of the teaching assignment 24 - Step 2 25 26 3. Master's in the instructional area of the teaching assignment – Step 3 27 28 Doctorate in an area other than the instructional area of the teaching assignment 4. 29 - Step 4 30 5. Doctorate in the instructional area of the teaching assignment – Step 5 31 32 C. 33 Criteria for initial step placement based on Degree for Career-Technical faculty: 34 35 1. Professional Certifications in a closely related field and a minimum of 3 years related work experience, including Culinary Arts Certification in 36 lieu of Academic Degrees – Steps 1-3 37 38 39 2. AAS/AS degree in a closely related field and a minimum of 3 years 40 related work experience- Step 2 41 42 3. Bachelor's Degree in a closely related field- Step 3 43 44 4. Master's or Doctorate Degree in a closely related field- Step 4 45

1 2		D.				ep placement based on Degree for Developmental Education ls faculty:
3			<u> </u>		510 51111	
4 5			1.	Bache	elor's D	egree in a closely related field- Steps 1-3
6			2.	Maste	r's Deg	ree in a closely related field- Step 4
7 8		E.	Criter	a for A	ddition	al Step Placement for Relevant Experience:
9 10			1.	Exper	ience sl	hould reflect the prevailing needs of the instructional area.
11				1		
12 13			2.			the time of employment beyond the initial step placement shall ree (3) steps above the level set forth in 10.4B, C or D. Initial
14				placer	nent for	r Faculty shall not be above step eight (8) on the faculty salary
15				sched	uie.	
16 17				a.	Teach	ning experience:
18						
19					1.	One (1) step for each year of full-time Community College
20						or University teaching.
21					_	
22 23					2.	One (1) step for each full-time equivalent year of part-time teaching at Southwestern Oregon Community College.
24						
25					3.	One (1) step for every two (2) full-time equivalent years of
26						part-time teaching at any other community college or
27						university.
28						
29					4.	One (1) step for every two (2) years of full-time teaching at
30						the high school level.
31						
32					5.	One (1) step for every two (2) full-time equivalent years of
33						graduate teaching.
34						
35				b.	Exper	rience Outside of Education:
36						
37					1.	One (1) step for each two (2) years of relevant work
38						experience as determined by the College.
39			~ 1	~ •		
40	10.5				lule Pl	acement on Multi-Column Step Schedule for 2023-2024
41		(Appe	ndix B)	<u>:</u>		
42			Tri .	1 1		
43		A.				ep schedule shall be in effect for the last year of this contract
44 45						ned in Appendix B. This section shall be used to place new
45			hires (on the n	nulti-co	lumn step schedule (Appendix B) in the 23-24 contract year.

1 2	В.	Criteria for initial step placement based on Degree for Lower Division Collegiate faculty:
3		
4 5		1. Bachelor's Degree – Column A, Step 1
6 7 8		2. Master's in an area other than the instructional area of the teaching assignment – Column B, Step 1
9 10		3. Master's in the instructional area of the teaching assignment – Column B, Step 1
11 12 13		4. Doctorate in an area other than the instructional area of the teaching assignment – Column C, Step 1
14 15 16		5. Doctorate in the instructional area of teaching assignment – Column C, Step 1
17 18 19	C.	Criteria for initial step placement based on Degree for Career-Technical faculty:
20 21 22 23		1. Professional Certifications in a closely related field and a minimum of 3 years related work experience, including Culinary Arts Certification in lieu of Academic Degrees – Column A, Step 1
24 25 26		2. AAS/AS degree in a closely related field and a minimum of 3 years related work experience- Column A, Step 1
27 28		3. Bachelor's Degree in a closely related field- Column A, Step 1
29 30		4. Master's Degree in a closely related field- Column B, Step 1
31 32		5. Doctorate Degree in a closely related field- Column C, Step 1
33 34	D.	<u>Criteria for initial step placement based on Degree for Developmental Education</u> and Adult Basic Skills faculty:
35 36 37		1. Bachelor's Degree in a closely related field- Column A, Step 1
38 39		2. Master's Degree in a closely related field- Column B, Step 1
40 41	E.	Criteria for Additional Step Placement for Relevant Experience:
42 43 44		1. Experience should reflect the prevailing needs of the instructional area.

1 2 3 4 5			2.	not exc placem	ceed sev	he time of employment beyond the initial step placement shall ven (7) steps above the level set forth in 10.5B, C or D. Initial Faculty shall not be above step eight (8) of their respective multi-column faculty salary schedule (Appendix B).
6				a.	<u>Teachi</u>	ng experience:
7 8 9 10					1.	One (1) step for each year of full-time Community College or University teaching.
11 12 13					2.	One (1) step for each full-time equivalent year of part-time teaching at Southwestern Oregon Community College.
14 15 16					3.	One (1) step for every two (2) full-time equivalent years of part-time teaching at any other Community College or University.
17 18 19 20					4.	One (1) step for every two years of full-time teaching at the high school level.
21 22 23					5.	One (1) step for every two (1) full-time equivalent years of graduate teaching.
24 25				b.	<u>Experi</u>	ence Outside of Education:
26 27 28					1.	One (1) step for each two (2) years of relevant work experience as determined by the College.
29 30 31 32	10.6	require faculty	a facul membe	lty men er has fe	nber to a	of Regular Assignment: Ordinarily, the employer shall not teach in a field outside of their regular assignment when the in twelve (12) graduate hours in that field. For the purpose of all apply:
33 34 35		A.	Gradua	ate hour	s shall l	be from accredited institutions.
36 37 38		B.				his Agreement shall be interpreted as term or quarter hours. be calculated as 3/2 term hours.
39 40		C.	Gradua	ate hour	s shall l	be defined as credit hours granted from:
41			1.	Course	es listed	as graduate courses by the institution.
42 43 44 45			2.	Advan		arses which have been counted as part of a graduate degree
46 47 48			3.			arses for which graduate credit is granted when the course is a student with graduate standing.

1			ARTICLE 11 – COMPENSATION
2 3	11.1	Salary	Schedule:
4 5 6 7		A.	<u>Ten-Month Tenured, Tenure Track, and Visiting Faculty</u> : The minimum salaries for Tenured, Tenure Track, and Visiting Faculty on a ten-month appointment are set forth in Appendix A and Appendix B.
8 9 10 11		B.	<u>Eleven- and/or Twelve-Month Tenured, Tenure Track, and Visiting Faculty</u> : For Tenured, Tenure Track, and Visiting Faculty on an eleven- or twelve-month appointment, their salary shall be adjusted as follows:
12 13 14 15			1. <u>Eleven-month appointments</u> : Add 11% to base figure minimum salaries set forth in Appendix A and Appendix B by multiplying the base figure by 1.11
16 17			2. <u>Twelve-month appointments</u> : Add 22% to minimum salaries set forth in Appendix A by multiplying the base figure by 1.22.
18 19 20 21 22		C.	Lecturer Faculty on Ten-, Eleven-, or Twelve-Month Appointment: The minimum salary for Lecturer Faculty on a ten-, eleven-, or twelve-month appointment will be eighty percent (80%) of the salary of a tenured, tenure track, and/or visiting faculty member on a ten-, eleven-, or twelve-month appointment as set forth above in 11.1 A and B.
23 24		11.2	Step Increase:
25 26 27 28			A. In 19-20, all tenured, tenure track, visiting, and lecturer faculty members will remain on their 18-19 step and the step schedule for the 19-20 year will be adjusted by \$2,100 per step, as reflected in Appendix A.
29 30 31 32			In 20-21, 21-22, and 22-23, all tenured, tenure track, visiting, and lecturer faculty members who are below the top step (see 11.2.B), shall receive a one (1) step increase using the salary schedule reflected in Appendix A.
33 34 35 36 37			In 23-24, all tenured, tenure track, visiting, and lecturer faculty shall be placed on the 23-24 salary schedule (Appendix B) based on their level of education as of the 19-20 Academic year or degree at initial date of hire, whichever is later.
39 40 41 42 43			Placement on the multi column salary schedule in 23-24 shall result in an adjustment to base salary of no less than \$3,000 and no more than \$5,000. Any placement resulting in less than a \$5,000 adjustment to base salary will result in a one-time stipend for the difference in the 23-24 academic year. See Appendix B (multi-column faculty salary schedule).

- B. Pay increases as set forth in this section shall be effective on the first day of the appointment year immediately following the academic year in which the evaluation was conducted.
- 5 11.3 <u>Contribution to PERS</u>: Faculty members shall contribute to the Public Employees Retirement System (PERS) in compliance with PERS rules.
 7

- 11.4 Reduction in Revenues: Compared to the prior fiscal year, should a five percent (5%) or more reduction occur in the Employer's subsequent years' General Fund revenues, the Employer reserves the sole and exclusive right to open this Agreement for the purpose of renegotiating the applicable salary schedules, Article 11, Compensation, and the Employer's health and welfare contributions set forth in Article 19, Insurance Coverage. In the event the Employer opens this Agreement for renegotiations, it shall notify the Federation in writing of its intention to open and renegotiate the above provisions. The Employer and the Federation shall agree to meet as soon as practical to negotiate replacement sections to this Agreement. Upon the Employer submitting such written notice to the Federation, faculty members shall continue to be paid in accordance with the then current salary schedule until replacement provisions have been negotiated or the Employer implements replacement sections in accordance with the Public Employee Collective Bargaining Act.
- 21 11.5 <u>Salary Equity</u>: The Employer recognizes the value and commitment of the faculty to Southwestern Oregon Community College. It is the desire of the Employer that SWOCC Faculty be paid fairly and comparably to similarly situated community colleges in the state.
 - 11.6 Compensation for Cooperative Work Experience: Faculty of Record shall be compensated \$100 (one-hundred dollars) per student completing an approved Cooperative Work Experience or Field Experience program. Payment will be at the end of the term after copies of student/employer agreements, grades, and reports of work-site visits have been submitted as required by the appropriate administrator.
 - 11.7 Compensation for Independent Study: The following pay scale will be used for the payment of faculty who are teaching independent study courses for program completion. Please note that this is only used when a student needs to take the course for program completion and cannot wait to take the class at a later time when it is regularly offered in a classroom setting or online.
 - This will not apply to faculty who are already teaching the class during the term and have agreed to teach a student under the independent study methodology.
 - It is at the discretion of the College to schedule an independent study course. Any exception to this Article must be approved by the Vice President of Instruction.
 - The maximum number of students who can be taught under independent study for each instructor for each individual class per term is five students.

1	<u>Credits</u>	Payment for 1 Student	Payment for Each Additional Student
2	1	\$100.00	\$85.00
3	2	\$150.00	\$85.00
4	3	\$200.00	\$85.00
5	4	\$250.00	\$85.00
6	5	\$300.00	\$85.00
7			
Q			

ARTICLE 12 – WORKLOAD

12.1 <u>Workload Credits</u>: Faculty workload is based on a combination of teaching and service to the institution. A model that optimizes the faculty member's effectiveness should comprise approximately 80% (45 workload credits) teaching and 20% other institutional duties such as advising, mentoring, coaching, senate committee work, assessment, or other non-teaching activities. It is understood that individual faculty assignments may vary in complexity, intensity, and time commitments, and therefore it is further understood that no specific formula will encompass all of the various combinations of teaching and non-teaching assignments. However, it is agreed that faculty teaching/release time workload shall be based on forty-five (45) workload credits per academic year but distributed relatively evenly over three (3) terms (fall, winter and spring) as a full load. Eleven- and twelve-month faculty workload shall be calculated on a proportionate basis to equal forty-five (45) workload credits for three (3) terms.

12.2 <u>Credit for Teaching Assignments</u>: One (1) weekly hour of lecture teaching per term will count as one (1) workload credit towards the forty-five (45) workload credits. An hour of lecture/lab teaching will count as 0.75 workload credits. An hour of lab teaching will count as 0.66 workload credits. An hour of practicum teaching will count as 0.25 workload credits. Approved course outlines on file in the Office of Instruction shall be the determinant for the number of lecture, lecture/lab, and/or lab hours for courses. In the event lecture, lecture/lab or lab courses are taught by more than one faculty member, each faculty member will only be credited with workload credits for the portion of the course they actually teach.

A. <u>Online Assignments</u>: Full-time faculty members are encouraged to teach via traditional and non-traditional delivery methods. Workload credit for on-line courses shall be assigned in accordance with 12.2 of this Agreement and is subject to Section 12.13, Overload.

 B. Exception to Workload Credit for On-Line and Distance Education Assignments:

Upon mutual agreement between the faculty member and the Vice President of Instruction, a faculty member covered by this Agreement may enter into a written agreement forfeiting workload credit assignment for on-line or distance education courses. In the event a forfeiture agreement is made, the faculty member shall receive no workload credit for teaching the on-line or distance education course(s) but shall instead be paid a stipend in accordance with the Distance and Community

Education program's established payment schedule. The written agreement must be approved by the Vice President of Instruction before the last day of the month prior to the month in which the faculty member would normally receive initial payment of a stipend. A copy of the signed agreement will be filed in the faculty member's personnel file. A faculty member's agreement to receive a stipend in lieu of workload credit shall constitute forfeiture of any workload assignment for the on-line or distance education course(s) specified in the written agreement.

12.3 <u>Credit for Non-Teaching Assignments</u>: One (1) hour of counseling, library/learning resource assignment, reading lab, writing lab, math lab, or study center assignment shall count as 0.43 workload credits. Workload for advising, program coordination, coaching, nursing clinical planning, field trips and other non-teaching assignments shall be calculated as described in the sections below.

12.4 <u>Credit for Field Trips in Oregon, California, and Washington</u>: Workload calculation for field trips shall be calculated on the following schedule:

- 1 credit field trip no overnight responsibilities 0.73 credits
- 1 credit field trip with overnight responsibilities 1.46 credits
- 2 credit field trip no overnight responsibilities 1.46 credits
 - 2 credit field trip with overnight responsibilities 2.19 credits

12.5 <u>Credit for Study Abroad:</u> Workload calculation for classes that include a study abroad component will be compensated at 1.25 workload credits.

 12.6 <u>Committee Work</u>: Faculty Senate committee work is considered an integral part of a full-time faculty position. Workload credit shall not normally be assigned for serving on committees and committee work shall be done in addition to the 45 workload credit assignment. However, a faculty member who believes his or her committee assignment justifies workload credit may be assigned committee work as part of their normal load pursuant to Article 12.10 if the Vice President of Instruction deems such assignment appropriate. Lecturer faculty members shall not be assigned to serve on committees. However, Lecturer faculty shall be permitted to attend committee meetings and participate in committee work, but shall not receive release time or workload credit for such participation.

12.7 <u>Credit for Nursing Clinical Planning and OCNE Work:</u>

Full-time nursing faculty members covered by this Agreement shall receive two (2) workload credits per term for academic, clinical planning and OCNE work.

42 12.8 <u>Credit for Coaching</u>: Six (6) workload credits per year will be granted for all bargaining unit coaching positions. This workload is release time for duties such as the following, but not limited to: recruitment, retention, game planning, travel and budget development, academic progress checks, study hall, film review, etc.

Faculty members covered by this agreement who coach sports that begin prior to the fall term or outside of the contracted days pursuant to Article 9, Terms of Service, may receive compensation based on the faculty member's daily rate, calculated using the annual salary the faculty member will receive for the following appointment year. Each faculty member will be required to declare which days they plan on working in the upcoming academic year on or before August 1st. This information must be in 4 hour blocks of time and may not exceed 20 days per year and will require College approval.

12.9 <u>Credit for Program Coordination/Direction</u>: Between one (1) and seven and a half (7½) workload credits per term may be granted for coordinating or directing an instructional program, as determined by the appropriate dean and approved by the Vice President of Instruction. The amount of workload credit granted shall be based on the amount of time and responsibility required for coordinating or directing the program. Lecturer faculty members shall not be assigned coordination or director duties.

12.10 <u>Credit for Other Institutional Duties</u>: It is understood that there is some degree of expectation that faculty members will provide service to the institution for which workload credit is not assigned.

A. Keeping current on one's major field of study and/or assigned duties

B. Grading assignments

C. Maintaining a faculty or program webpage

D. Improving on teaching methods

E. Improving on retention and/or recruitment of students

F. Keeping course content, course outlines, course materials, and course syllabi current

G. Reviewing development and annual revisions of program and operational reviews

H. Implementation of Student Learning Outcomes, Program Outcomes Assessment and General Student Learning Outcomes (GSLO) Assessment

 All might be considered reasonable expectations of service to the institution. Additionally, however, it is understood that providing additional service to the institution may require a significant time and resource commitment that deserves to be compensated in the form of workload credit. Examples of such service might include:

A. Developing new programs or courses

B. Organizing campus events

- C. Developing new programs for recruitment and retention
- D. Writing grant proposals

E. Assessment coaching

This list is not intended to be an inclusive list, but rather a list that demonstrates the variety of institutional service and duties that might warrant workload credit or stipends (as outlined in Appendix E).

Deans shall work with each faculty member to compute workload credit, if any, to be assigned for other service to the institution. Service to be considered for workload assignment shall be based on the previous year's report of yearly service described in Article 16, Evaluation, and a forecast of anticipated service to the institution planned for the coming year. Changes to workload from the previous year shall result in an adjustment of workload credit. Approval of workload credit for service to the institution other than teaching, field trips, advising, coaching, nursing clinical planning, program coordination and/or direction, shall require approval of the Vice President of Instruction.

12.11 <u>Credit for Advising</u>: Tenured, tenure track and visiting faculty members shall normally be assigned student advisees. Advisee assignments of more than one (1) advisee, but not more than twenty-five (25) advisees shall be considered part of the full-time faculty member's normal duties. No additional workload credit shall be granted for advising 25 or less advisees. However, should a faculty member be assigned more than 25 advisees, the following schedule shall determine the amount of workload credit assigned per year.

of Advisees Workload Credit per year

0-25	0
26-32	1
33-39	2
40-45	3

No more than forty-five (45) advisees shall be assigned to an individual faculty member in any quarter.

Counseling and Learning Resource Faculty (see 12.18) will be exempt from receiving workload credit for advising. The number of advisees will be determined by the appropriate Dean to meet the needs of the area.

12.12 <u>Assignment of Advisees</u>: Consistent with Article 12.11, the Vice President of Instruction shall determine the number of advisees assigned to each faculty member. Faculty members may be assigned to advise in instructional areas other than their major teaching field(s). Advisee assignments shall be based on the needs of the College and some faculty members may not be assigned advisees. Tenured, tenure track and visiting faculty members not assigned to advise shall be assigned an additional three (3) total workload credits per year for teaching or other service to the College. Advisee assignments shall normally be for the

full academic year, except that advisee assignments may be adjusted in the event that advising has not occurred for reasons such as withdrawal or non-attendance of an advisee. Lecturer faculty members shall not be assigned advisees.

12.13 Overloads: An overload shall be defined as workload credits in excess of forty-five (45) in one academic year. Overloads will not be paid until a faculty member goes beyond forty-five (45) workload credits per academic year. Overloads shall be compensated in accordance with Article 13.1, Overloads and Summer Session Compensation, and will be paid no later than on the regular June payroll.

Acceptance of overload assignments shall be voluntary. Assignments considered by the administration as overload shall be so identified. The faculty member tendered an assignment he/she believes to create an overload, but is not so identified, is entitled, on request, to a statement of how his/her assignment(s) will be calculated for overload purposes. Administration assigns all overload classes and assignments.

 12.14 Office Hours: The College reserves the right, as the Employer determines appropriate, to require all faculty members to maintain daily office hours of a least one (1) hour on each contracted duty day and/or attend all in-service and graduation activities unless excused by the Vice President of Instruction without receiving additional workload credit. An alternative office hour schedule may be developed with mutual agreement between the faculty member and the Vice President of Instruction.

The requirement to hold an office hour does not apply to Counseling, Learning Resource Faculty or the Librarian (see 12.18).

12.15 <u>Class Size Adjustment</u>: A workload credit adjustment for class size shall be made for all courses, except open enrollment courses or open lab courses, without regard to instructional delivery method. For the purpose of this Section, class size will be determined by the actual student enrollment on the last day of the first week of the quarter. Class size adjustments shall be made according to the following table:

Number of Students Enrolled	Workload Adjustment
Less than 10	X 0.75 (see prorating language below)
10 - 55	${ m X} 1.00^{\scriptscriptstyle \ddagger}$
56 - 79	X 1.33
80 and over	X 1.66

 With the exception of open enrollment courses such as PE185, Self-Paced Fitness, or open labs such as writing, math, reading and computer lab, no one course section shall allow more than 125 students. Additionally, it shall not be the normal practice of the College to offer larger classes in lieu of additional sections. However, it is understood that in some circumstances it may be beneficial to either the College or the faculty member to have a larger course, and this section allows for larger class sizes when appropriate. Course size may be limited by such factors as the approved course outline and room size.

Instructional assignments will be made based on student and program needs. Faculty will be notified in advance about their course load and schedule per CBA. The employer has the right to cancel classes that are low enrolled (<10) unless the class is required for a specific certificate or degree program or is part of new program with less than three full years in the published catalogue. By mutual agreement between the Dean and the impacted faculty, classes may be prorated in lieu of cancellation.

12.16 Writing Course Workload: Writing courses, WR90, 115, 121, 122, 123, and 227, will have their workload calculated at 1.25X per credit hour. For example, a 3 credit writing class will be calculated at 3.75 workload credits. Common standards for the .75 differential for 3 credit writing courses are specified in course outlines and may include the following issues: assignments, conferences, drafts and response workshops, required number of words, and subject matter covered.

12.17 <u>Combined Lecture Science Workload</u>: Combined science lecture classes shall be compensated with a workload calculation at 1.25X per credit hour per additional section. For example, a 4 credit science lecture that has two combined lecture sections will be calculated at 5 credits.

12.18 Counseling and Learning Resource Faculty: Consistent with the requirements and standards of the department, counseling and learning resource faculty's workload is based on a combination of teaching and service to the institution. Service to the institution shall include but is not limited to advising, career coaching, counseling, literacy program development, committee work, assessment, serving on hiring committees, and mentoring. Faculty in these categories will be assigned at least a 30% teaching load each year. Counseling and learning resource faculty are exempt from maximum advising workload provisions (see 12.11) and are not required to hold office hours (see 12.14).

12.19 <u>Librarian</u>: Consistent with the requirements and standards of the department, the Librarian's workload is based on a combination of service to the institution and teaching. Service to the institution shall include, but is not limited to assisting in the operation of the library, evaluating and selecting materials to support the College curriculum, and exercising judgment based on professionally recognized standards. The Librarian is not required to hold office hours (see 12.14).

12.20 Instruction of Community Education or non-credit workforce training will be compensated based on Community Education and Workforce training rates. Teaching community education or non-credit workforce training courses will not be counted as part of a faculty member's regular workload and shall not be eligible for overload.

ARTICLE 13 - OVERLOADS AND SUMMER SESSION COMPENSATION

13.1 Overloads: Compensation for overloads, as defined in Article 12.13, shall be computed on the basis of eighty percent (80%) of the individual appointment rate using the following formula: Annualized 10-month salary divided by 45 workload credits, multiplied by the

number of workload credits over 45 as of May 31st of each academic year. Overloads shall be paid to the nearest decimal hundred (.00) of a workload credit. Librarians, Counselors, and Learning Resource faculty shall not be eligible for overloads.

13.2 <u>Summer School</u>: Compensation for Summer School, shall be computed on the basis of eighty percent (80%) of the individual appointment rate using the following formula: annualized 10-month salary divided by 45 workload credits, multiplied by .80, multiplied by the number of workload credits assigned for summer term. For the purpose of this Section, Summer School is designated as the fourth term of the academic year. The individual appointment rate shall be the same rate the faculty member was paid for the other three terms in the academic year.

13.3 <u>Summer School Assignment</u>: Full-time faculty members shall have the first right of refusal for assignment to teach summer session courses with the following conditions:

A. The faculty member must be qualified to teach the course.

B. The faculty member must commit to teaching summer session course(s) in a timely manner in order to allow schedules to be produced and alternative instructors to be found if the faculty member opts not to accept the assignment.

C. In the event there is more than one full-time faculty member qualified to teach summer session courses, and provided more than one full-time faculty member wants to receive the assignment, the offer to teach the summer session course(s) will be made to faculty in the following order:

1. faculty who teach the course during fall, winter or spring term.

2. faculty from the department who are qualified, but do not normally teach the course.

3. faculty from the division who are qualified to teach the course.

4. faculty from outside the division who are qualified to teach the course.

 In the event there is more than one full-time faculty member equally qualified to teach the course(s) and equally situated in the above order of offer, the most senior faculty member will have the first opportunity to teach. If the most senior faculty member opts to not teach summer term in any given year, they will retain the seniority-based option for first refusal the following year, etc. However, once a faculty member accepts the offer to teach summer courses based on seniority, that faculty member will move to the bottom of the seniority list solely for the purpose of accepting summer teaching assignments according to this Section, so that other qualified full-time faculty members have an opportunity to teach summer courses over time.

- D. The Deans will determine the appropriate workload for summer term. Faculty will be limited to teaching a maximum of 15 workload credits in the summer term unless approved by the Vice President of Instruction.
- All non-instructional work outside the annual instructional contracted days will be paid at the faculty member's daily rate. Daily compensation will be based on an initial 2 hour block and hourly thereafter, based on the faculty member's hourly rate on the step schedule.

13.5 Instruction of Community Education or non-credit workforce training will be compensated based on Community Education and Workforce training rates. Teaching community education or non-credit workforce training courses will not be counted as part of a faculty member's regular workload (see Article 12.20) and shall not be eligible for overload.

ARTICLE 14 - SCHEDULING AND TEACHING ASSIGNMENTS

- 14.1 <u>Publishing Class Schedules</u>: The Office of Instructional Services shall publish class schedules.
- 14.2 <u>Submitting Schedules</u>: Deans shall submit proposed schedules of classes, class meeting times and faculty members to teach the classes to the office of instruction. Deans or designee will consult with division faculty in preparing the proposed schedules. When possible and prudent, any changes to the proposed schedules submitted by the divisions will be referred to the faculty members involved before the schedules are finalized. The publishing of an individual faculty member's name in connection with a course in the class schedule shall not constitute a contract with that individual. While the course schedule is reasonably accurate at the time of printing, it is subject to change, if necessary.
- 14.3 <u>Teaching Assignments</u>: Faculty members will be notified of their teaching assignments as soon as possible after the appropriate dean finalizes their schedules. The scheduling process will be done collaboratively. In accordance with Article 7.3.G, the faculty member's appropriate dean retains the final right of assignment for faculty teaching assignments. However, unless mutually agreed otherwise, Faculty members shall receive at least one academic quarter's notice before being assigned to teach a class they have not previously taught within the last academic year.
- 14.4 <u>Night Teaching</u>: It will not be the general rule to require night teaching on a continuous basis. However, the appropriate dean reserves the right to require night teaching in order to meet the needs of the students or College programs. Staff rotation for night teaching will be practiced whenever possible. For the purpose of this section, night teaching shall be defined to mean teaching a course that begins at or after 5:00 PM. A faculty member teaching a night course scheduled to conclude at 8:50 p.m. or later shall not be scheduled for a next-day morning course beginning before 10:00 a.m. without the approval of the faculty member.

14.5 <u>Changes in Work Assignments</u>: It is agreed that the appropriate dean reserves the right to make reasonable changes from time to time in scheduling and work assignments of the individual faculty member.

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ARTICLE 15 - TENURE

15.1 <u>Probationary Period</u>: Faculty members on a tenure track appointment shall normally be given an annual agreement. At the end of each academic year the Employer reserves the sole right to renew the tenure track faculty member's appointment for another year as it determines appropriate by providing the faculty member with a renewal notice no later than April 1 prior to the expiration of the annual agreement.

Faculty members on a tenure track appointment shall be classified as a probationary faculty member for a period of four (4) years. For the purpose of this Section four (4) years shall mean four (4) consecutive appointments as defined in Article 2, Definitions.

A faculty member, with recommendation from his or her peer evaluation committee chair, may choose to initiate the tenure review process in their third year by informing the Vice President of Instruction no later than April 1 of the faculty member's second probationary year. In such cases the tenure review process will take place in the third probationary year as described in Article 16 – Evaluations.

 The Employer reserves the sole right to extend, for faculty members who choose to initiate the tenure review process in their third year, the tenure track faculty member's third (3) probationary year for one (1) additional year, as it determines appropriate, by providing the faculty member with an extension notice no later than April 1 of the faculty member's third probationary year. The notice to extend shall be in writing. The Employer with input from the faculty member and peer evaluation committee will design a professional development plan. Annual appointment for a fifth year shall be interpreted as the conferring of tenure.

15.2 <u>Authority to Grant or Deny Tenure</u>: The Employer reserves the sole right to offer probationary tenure track faculty members tenure after the successful completion of the probationary period, including an extension, if any.

15.3 <u>Tenured Faculty Members</u>: Probationary Tenure Track Faculty Members who have successfully completed their probationary period and have been granted tenure by the Board of Education shall be designated as tenured faculty. See Article 2.8: Tenured Appointments.

15.4 <u>Visiting Faculty Members</u>: Faculty on visiting appointments shall not be granted tenure. In the event that a probationary tenure track faculty member has held a visiting faculty appointment prior to receiving a tenure track appointment, refer to Article 2.9.C: Visiting Appointments.

15.5 Lecturer Faculty Members: Faculty on lecturer appointments shall not be granted tenure. In the event a probationary tenure track faculty member has held a lecturer faculty appointment prior to receiving a tenure track faculty appointment, refer to Article 2.10.C: Lecturer Appointments. 15.6 Application of Grievance Procedure: It is further agreed that decisions of the Employer with respect to the granting or denial of annual renewal appointment(s) or tenure to probationary faculty members are not subject to the grievance procedure of this Agreement unless the grievance relates to only an arbitrary or discriminatory use of tenure procedure and/or arbitrary or discriminatory use of the evaluation process set forth in Article 16,

 the Employer.

ARTICLE 16 – EVALUATION

Evaluation. In no event may an arbitrator substitute his/her judgment for the judgment of

 16.1 <u>Evaluation Types and Source of Initiation</u>: There shall be two (2) types of substantive evaluations of faculty. First, the Tenure-Track Evaluation for tenure-track faculty, which will be initiated by time of service. Second, the tenured faculty evaluation, which will occur every three years.

16.2 <u>Purpose of Evaluation</u>: The primary purposes of evaluations are:

A. To ensure quality in the teaching and learning environment and enhance student learning.

B. To support each individual's growth and development.

C. To support periodic assessment, reflection and mindful development by faculty of their professional service.

D. To support the continuous improvement of in-service programs and faculty professional development programs.

E. To support faculty creativity, experimentation and risk-taking.

F. To support alignment of performance with new needs of the discipline and department/division, and promote departmental/divisional clarity of purpose.

G. To identify and overcome poor performance and to provide a basis for decisions regarding retention.

H. To assess the faculty member's performance of job functions as specified in his/her position description.

16.3 Evaluation Cycle of Faculty: Each year, the Vice President of Instruction shall notify Human Resources and faculty members of their evaluation status, including what type of evaluation they are scheduled for, if any, i.e., tenure review, annual tenure track, three-year tenure, annual lecturer evaluation, etc., and the timeframe for the various aspects of the evaluation defined in this Article.

- A. <u>Tenure Track Faculty</u>: Evaluation of tenure track faculty members shall be conducted annually for the first four years of employment, or until the faculty member receives tenure. The fourth year of the tenure track evaluation cycle shall be referred to as the Tenure Review year, unless the faculty member has initiated an early tenure review process in which case the Tenure Review year shall happen in the third year of the tenure track evaluation cycle.
- B. <u>Visiting and Lecturer Faculty</u>: Evaluation of visiting and lecturer faculty members shall be conducted annually in accordance with the evaluation handbook.
- C. <u>Tenured Faculty</u>: Following the granting of tenure, evaluation of tenured faculty members shall be conducted on a three (3)—year rotational cycle. Tenured faculty members shall submit an annual Report of Yearly Service to the appropriate dean for two years of the cycle. The third year of the cycle shall consist of an optional Peer observation, a required self-assessment, and a required classroom observation and evaluation by the appropriate dean. This cycle will continue throughout the faculty member's tenure at the College.
- 16.4 <u>Evaluation Process for Tenure Track, Visiting, and Lecturer Faculty</u>: The evaluation process for tenure track, visiting, and lecturer faculty shall consist of a Peer Observation, a Faculty Portfolio, and an Administrative Evaluation.
 - A. Peer Observation Committee and Review Schedule:
 - 1. Peer Observation Committee:
 - a. Peer Observation Committee: A three-person peer observation committee shall consist of faculty chosen as follows: two faculty members shall be chosen by the person to be evaluated. At least two of the three members on the committee shall be tenured. One of the members chosen by the faculty may be a visiting faculty. The third member of the committee shall be a tenured faculty member chosen by the Dean and shall serve as the chair of the committee. When possible, Committee Chairs shall serve as chair for all years of the tenure process. It is preferable that all members of the peer evaluation committee be tenured and at least one is from the same discipline or division as the faculty member being evaluated.

- 2. The Peer Observation shall be conducted annually for non-tenured faculty;
- B. The scope of the tenure-track evaluation will include multiple indices, both in terms of sources of information and activities evaluated, and may include teaching, advising, assessment, scholarly performance and/or research, and service to the profession, College and community as outlined in the evaluation handbook
- C. Following observation and review, the peer observation committee shall meet to discuss the observations and offer suggestions to improve the quality of the educational experience.
- D. Following the meeting of the committee, the Chair will write a summary of the observation procedures, methods and materials used, conclusions, and recommendations and forward the report to the Dean, and to the faculty member.
- E. The Chair of the peer observation committee, the committee members, and the Dean shall meet with the faculty member to discuss the peer observation.
 - 1. In the event that the report from the peer observation committee stipulates concerns or issues needing to be addressed, the Dean, the committee chair and faculty will discuss the issue(s) and determine what, if any, further action should be recommended.
 - 2. The faculty member being evaluated is entitled to submit a response to the Dean, which is included in the report to the Vice President of Instruction.
- F. <u>Faculty Portfolio</u>: The faculty portfolio will be developed by the faculty member being evaluated and will address areas of teaching and activities that are evidence of growth and contribution as mutually agreed between the faculty member and Vice President of Instruction. The Vice President of Instruction with input from Faculty Senate, will determine the portfolio requirements. The Faculty Portfolio is to be submitted to the Dean in accordance with the timeline provided to the faculty member as set forth in the Evaluation Handbook. The Faculty Portfolio will be returned to the faculty member when the evaluation process is completed.

G. Administrative Evaluation:

- 1. In addition to the peer observation, each non-tenured faculty member shall be separately evaluated annually by the Dean or other designated administrator. Each tenured faculty will be evaluated by the Dean on a three-year cycle.
- 2. Each faculty member will receive a copy of the administrative evaluation in a timely manner.

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Evaluation Process for Tenured Faculty 16.5

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- 3. Following completion of the peer observation process (required for tenure track faculty, optional for tenured faculty), the Dean will prepare and submit a written administrative report, with recommendations, to the Vice President of Instruction. The Administrative Evaluation shall encompass all areas of the faculty member's performance, both academic and nonacademic, as set forth in 16.2, and will include information from the peer observation. A copy of the Peer Observation Summary will be attached to the Administrative Evaluation as well as any faculty response to their Peer Observation Summary.
- An administrative review committee will meet to discuss the faculty 4. member's administrative evaluation. This committee will consist of the Vice President of Instruction and the Dean.
- Student Rating of Instruction: 5.
 - Student rating of instruction shall be done at the end of each term a. for at least two courses a faculty member teaches.
 - h. Questionnaire development: The evaluation including the questionnaire questions and overall format of the instrument, including any revisions or modifications, must be developed by a joint committee consisting of 2 faculty and 2 administrators including the Vice President of Instruction or designee. Each term that student ratings of instruction are conducted for an instructor, all of the courses that the instructor teaches will be evaluated. Faculty members are appointed to the committee by the Faculty Senate. Faculty Senate appointees will seek consultation with Faculty Senate on the development of the rating of instruction instrument. Faculty Senate Chair and Vice President of Instruction will review and approve final rating of instruction prior to implementation. Revisions to the student ratings of instruction instrument may be requested by either administration or Faculty Senate on an annual basis. Changes should only be made on an annual basis prior to fall term so students respond to the same questions set for the academic vear.
 - Access to evaluation data: Each faculty member will have timely c. access to student ratings for their classes that are evaluated. The Office of Instruction will have access to student ratings of instruction for archiving and for use in the evaluation process.

A. Report of Yearly Service for tenured faculty: For the two years of the three-year evaluation cycle that does not require a formal evaluation, tenured faculty member

shall submit a Report of Yearly Service to the Dean. The Dean will submit the report to the Vice President of Instruction.

B. Each tenured faculty shall be scheduled on a three-year cycle and will meet with their Dean to review the self-assessment and classroom observation, and peer observation process, (if used). The lack of an evaluation shall not be used to deny an employee any benefit, monetary or non-monetary, to which that employee would have otherwise been entitled.

Each faculty member will receive a copy of the administrative evaluation in a timely manner.

Following completion of the evaluation process the appropriate dean will prepare and submit a written administrative report, with recommendations, to the Vice President of Instruction, The Administrative Evaluation shall encompass all areas of the faculty member's performance, both academic and non-academic, as set forth in 16.2, and will include information from the peer observation. A copy of the Peer Observation Summary will be attached to the Administrative Evaluation as well as any faculty response to their Peer Observation Summary.

An administrative review committee will meet to discuss the faculty member's administrative evaluation. This committee will consist of the Vice President of Instruction and the Dean.

The Tenured Peer Observation shall be optional and conducted on the third year of the cycle for tenured faculty using the process outlined in this article.

 16.6 Evaluation Results and Ramifications for Tenured Faculty and Non-Tenured Faculty: Where deficiencies in a faculty member's performance are identified, the faculty member is responsible for correcting the deficiencies, and the College will provide reasonable development opportunities and resources. When necessary, the Vice President of Instruction can initiate an improvement plan, as outlined in Section 16.7. Improvement plans shall not be initiated as a disciplinary step.

16.7 <u>Improvement Plan.</u> During an evaluation cycle, if the College and peer review committee determines that the performance of an employee warrants additional remedial action, an improvement plan will be developed to provide an opportunity and support for the employee to improve his/her performance. The improvement plan will include:

- A. Measurable outcomes of improvement;
- B. Reasonable timelines for success and a date for completion;
- C. List of types of assistance that will be provided by the College;
- D. Support and direction by the immediate supervisor; and
 - E. A reasonable schedule of meetings with the peer review committees, appropriate dean, and union representative (if requested) with written progress reports.

Following complete implementation of the improvement plan, the employee's supervisor shall prepare a summary of performance and a recommendation regarding retention (for probationary faculty only), which shall be placed in the employee's personnel file. Completed improvement plans, or summary plans for tenured faculty will not be placed in the employee's personnel file. Probationary employees may not be non-renewed for concerns being addressed in a current improvement plan.

16.8

Evaluation Handbook. The Southwestern Oregon Community College faculty evaluation (tenure track and tenured evaluation) processes are the product of a collaborative faculty/administration effort. It is in the joint collegial interest of both the faculty and administration to develop and maintain the highest reasonable evaluation standard, which will result from the continuing collaboration of both parties in the ongoing evolution of the evaluation and developmental standards and processes. Therefore, the College and the Faculty Senate have produced an Evaluation Handbook, which is limited to clarifying statements of the evaluation process, forms, checklists, and instructions. The College and Faculty Senate will regularly review this Handbook and solicit suggestions for its improvement. Any proposed changes to the Handbook will be submitted to the Senate and faculty labor relations representative for timely review for conformance with the CBA.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

17.1 <u>Discipline or Discharge of Tenured Faculty</u>: The Employer agrees that tenured faculty members shall only be disciplined or discharged for just cause. Also, a faculty member can be terminated as set forth in Article 31, Reduction in Force and Recall, as a result of financial exigency, declining enrollments, program reduction, or program termination.

17.2 <u>Discipline or Discharge of Probationary, Visiting, or Lecturer Faculty</u>: Probationary, visiting, or lecturer faculty as set forth in Article 2, Definitions, may be disciplined or discharged at any time at the discretion of the Employer. Further, their discipline or discharge shall not be subject to Article 32, Grievance Procedure, unless the Federation can prove that the Employer was arbitrary or discriminatory in the exercise of this discretion including, if applicable, the evaluation process set forth in Article 16, Evaluation.

17.3 <u>Discipline Notices:</u> Disciplinary notices shall be acknowledged, signed and dated by the faculty member. The signed faculty member's acknowledgment does not necessarily mean that he/she agrees with the issued discipline. Within thirty (30) calendar days after the faculty member's signed acknowledgment, the faculty member reserves the right to include in the file a written response to such material placed in the file, and this response shall be attached to the material in question.

17.4 The employer, the faculty, and the union will encourage the use of informal resolution, including the use of an improvement plan, when addressing concerns that may not warrant disciplinary procedures.

ARTICLE 18 - PERSONNEL FILES

- Maintenance of Personnel Files: The Employer agrees to separately maintain personnel and medical files and records in accordance with state and federal laws. The Employer agrees to maintain confidential medical information in accordance with the Americans with Disabilities Act and HIPAA Privacy Act and agrees to maintain any other confidential information as required by any other statute requiring maintenance of confidential information.
- 10 18.2 <u>Disclosure of Information</u>: The Employer agrees to only disclose information contained in personnel files as allowed or required by state and federal law or as authorized by the employee or as may be necessary to evaluate personnel decisions.
- 18.3 Review of Personnel Files: Each faculty member shall have the right, upon request, to review the contents of his/her own personnel file. The College shall have a representative present to ensure the integrity of the file's contents. In the event that a faculty member requests a copy of his/her personnel file more than once in a twelve (12) month period, excluding any new materials that have been added to the file since the last request, the Employer may, at its discretion, charge in accordance with Board policy.
- 21 18.4 <u>Representation</u>: A Federation representative chosen by the faculty member may, upon the faculty member's written authorization, review a faculty member's personnel file and/or accompany the faculty member in this review.
 - 18.5 <u>Discipline and Performance Appraisals</u>: Disciplinary notice, performance appraisal (faculty evaluation summary), or other similar material that is likely to have an adverse effect on a faculty member's reputation or employment status shall be acknowledged, signed and dated by the faculty member. If an employee refuses to sign a document the College administrator will record the employee's refusal and sign it in his or her place. Within thirty (30) calendar days after the faculty member's signed acknowledgement, the faculty member reserves the right to include in the file a written response to such material placed in the file, and this response shall be attached to the material in question.
 - 18.6 <u>Faculty's Insertions into File</u>: The faculty member shall have the right to include in the file any material or information considered relevant to that faculty member's professional career.
- 38 18.7 <u>Release of Material</u>: Excluding internal personnel administration applications, material in the personnel file can only be released with the permission of the faculty member and in accordance with state and federal law.

1			ARTIC	LE 19 - INSURA	NCE COV	ERAGE				
2 3 4 5	19.1	eligib	The Employer shall pay all long-term disability, life and AD&D insurance premiums for eligible faculty members, in accordance with the Employer's OEBB insurance policy in effect as of October 1, 2018.							
6 7 8 9	19.2		Employer shall contri y the following amo		sponsored l	nealth plan(s	s) for eligible full-time			
10 11		A.	July 1, 2019 throcontribution towar			_	will pay a monthly as follows:			
12 13 14 15 16			Employee + Spo	contribution is \$68 buse contribution is ld contribution is tion is \$1950.99	s \$1448.35					
17 18 19			For those faculty Savings Account (_		Plan H) with a Health lows:			
19					Premium	HSA	Total			
			Employee only	contribution is	\$554.26	\$133.33	\$687.59			
			Employee + Spo	ouse contribution i	s \$1181.68	\$266.67	\$1448.35			
			Employee + Chi	ld contribution is	\$1064.53	\$266.67	\$1331.20			
			Family contribu	tion is	\$1684.32	\$266.67	\$1950.99			
20 21 22 23 24 25			and April of each p	olan year. A facult	y member v	vith an emer	nnual basis in Octobe gent need may contac deposit schedule noted			
26 27 28 29 30 31 32 33			Evergreen or equi amount of the in Accounts (HSAs), sponsored health p the maximum mon	valent plan (HSA crease to all elig but maximum morblans will remain unthly contribution ease. HSA contribu) increase, tible faculty othly contributions in the HSA outions made	the employ y members outions by the If the employ contribution by the employ	the deductible for the er shall contribute the with Health Savings the College to employed by er is already making will increase and the loyer will never exceed			
34 35 36 37 38		В.	_	e previous plan	year's pren	niums effec	eal, dental, and vision etive October 1, 2019 ember 30, 2021;			

Based on Average Percent Increase in Health Insurance Plan Premiums

College will pay the first 6%

Eligible faculty members will pay the increase above 6% and less than or equal to 10%

Eligible faculty members and College will equally share the increase (50-50) above 10% and less than or equal to 15%

Article 19 Sections 1, 2, and 3 of the CBA will be opened to discuss the increase above 15%

	Example 1	Example 2	Example 3	Example 4
Example Premium Increases	3%	8.8%	14%	17%
College will pay the first 6%	3%	6%	6%	6%
Eligible faculty members will pay the increase above 6% and less than or equal to 10%	-	2.8%	4%	4%
Eligible faculty members and College will equally share the increase (50- 50) above 10% and less than or equal	-	-	2% each	2.5% each
to 15% Article 19 Sections 1, and 2 of the CBA are opened to discuss the increase above 15%	-	-	-	Article 19 Opens

19.3 <u>Insurance Parity</u>: The Employer recognizes the importance of health insurance parity to the faculty at Southwestern Oregon Community College. It is the desire of the Employer that SWOCC Faculty receive health insurance offerings and monthly contributions comparable to that of other employee groups on campus, i.e. Classified and MASSC.

19.4 <u>Employee Contributions</u>: Through a payroll deduction the faculty member shall contribute the employee's portion of the premiums for medical, vision, dental, and orthodontia insurance coverage. Employees opting to decline healthcare coverage by signing the appropriate Employer prepared waiver form shall not be subject to an employee contribution and shall not receive any additional compensation by declining healthcare coverage.

19.5 <u>125 Plan</u>: The Employer shall implement an IRS Section 125 plan, without cost to the faculty member, for faculty member contributions as set forth in 19.2.

19.6 The Employer retains the right to change the Plan benefits, insurance carriers, and/or administrators as long as it provides benefits comparable to the current healthcare plan.

19.7 Cost Effective Measures: For all employees, the Employer may institute cost effective measures for health insurance, provided the benefits level for employees is not substantially decreased. ARTICLE 20 - SICK LEAVE Sick Leave: Sick leave for faculty members shall accumulate for an unlimited number of 20.1. days and shall accumulate at the rate of ten (10) days per academic year or one (1) day per month employed, whichever is greater. Unlimited sick leave accumulation shall be retroactive to the initial hiring of the faculty member at the College. Eligibility for Sick Leave Benefits: To be eligible for accrued sick leave benefits for a 20.2 workday, the faculty member shall make a reasonable attempt to notify the Office of Instruction before or at the beginning of each workday, unless otherwise directed by the supervisor. 20.3 Use of Sick Leave Benefits: A. Sick leave benefits may be used when the faculty member is absent due to an on or off-the-job illness or injury or when the faculty member is absent to attend to an ill or injured member of the faculty member's immediate family. For the purpose of this

- A. Sick leave benefits may be used when the faculty member is absent due to an on or off-the-job illness or injury or when the faculty member is absent to attend to an ill or injured member of the faculty member's immediate family. For the purpose of this Section immediate family shall mean spouse, domestic partner regardless of sex, the faculty member's and spouse's parent, brother, sister, grandparent, child, step-child, step-parent, son-in-law, daughter-in-law, or grandchild, provided the above individual resides in and is an integral part of the faculty member's household. Sick leave may also be used for parental leave if the faculty member qualifies for a leave of absence under the Oregon Family Leave Act.
- B. Faculty member may only use accrued sick leave benefits.

C. Faculty members shall, in accordance with 20.3A, use sick leave in one (1) hour increments, depending on their scheduled activities for the day of the absence, as follows:

For the purpose of this Section scheduled activities shall be defined to include scheduled classes, final exams, advising appointments, committee and/or evaluation meetings, in-service, graduation ceremonies, office hours, and approved travel.

- D. The Employer shall maintain a system that will ensure accurate accounting of sick leave.
- E. The Employer reserves the right to require a physician's statement verifying an illness or injury, including the faculty member's inability to work and his/her fitness to return to work when:

1 2 3			1.	A faculty member has been absent for three (3) or more consecutive working days.
4 5			2.	The faculty member has been absent for twenty percent (20%) or more working days in a monthly pay period.
6 7 8			3.	The faculty member has incurred an on the job injury or illness;
9			4.	The Employer reasonably determines that a physician's statement is necessary
10			٦.	to determine that the faculty member can adequately or safely perform his/her
11				job.
12 12			5.	In accordance with federal or state family leave laws if the reason for the
12 13 14 15			3.	In accordance with federal or state family leave laws if the reason for the absence is a qualifying reason under either law.
		E	Es av 14	we manufactor of annipolitical of annipolitical and annipolitical
16 17		F.		y members, upon termination of employment regardless of circumstances, have unused accumulated sick leave days reported to P.E.R.S. with applicable
				nistrative Board Policies and state laws.
18 19			Aumm	ilistrative Board Policies and state laws.
20				
21 22 23				ARTICLE 21 - BEREAVEMENT LEAVE
22	21.1	Rereas	vement	<u>Leave</u> : The Board shall allow a faculty member up to three (3) working days
24 25 26	21.1			after the death of a member of the immediate family.
23 26		A.	At the	faculty member's request, an additional seven (7) working days off may be
27		A.	schedu	aled through the Office of Instruction. These days shall be deducted from
28 29			accum	nulated sick leave days.
30		B.	For th	ne purpose of this Section, immediate family shall mean spouse, domestic
31				er regardless of sex, the faculty member's and spouse's parent, brother, sister,
32				parent, child, step-child, step-parent, son-in-law, daughter-in-law, or
33				child, or an individual who resides in and is an integral part of the faculty
34			_	er's household.
35				
36		C.	Any a	dditional time off may be arranged through the College President.
37				
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39				ARTICLE 22 - LEAVES WITH PAY
40				
41	22.1			Faculty members shall receive time off with pay for required appearances in
12				ngs resulting from a call to jury duty or subpoena to appear to testify where
43			•	ember is not personally involved in the action as the plaintiff, the defendant,
14				of the investigation. Any remuneration received for such appearances held on
1 5		a worl	kday, le	ss travel costs, shall be endorsed to the Employer.

22.2 <u>Personal Leave</u>: Each faculty member shall receive twenty-four (24) hours of personal leave at the beginning of each academic year. Personal leave not used within that same academic year will be lost. The faculty member must give the College forty-eight (48) hours advance notice, when possible, before taking personal leave, but is not required to divulge the personal reason(s) necessitating the leave request. Faculty members shall use personal leave in two (2), four (4), six (6), or eight (8) hour increments, depending on their scheduled activities for the day of the absence as follows:

A. The faculty member shall record the use of eight (8) hours of personal leave on their monthly leave report when they miss more than 75% of their scheduled hours for that day.

B. The faculty member shall record the use of six (6) hours of personal leave on their monthly leave report when they miss 51-75% of their scheduled hours for that day.

C. The faculty member shall record the use of two (2) or four (4) hours of personal leave on their monthly leave report when they miss 50% or fewer of their scheduled hours for that day.

D. For the purpose of this Section, scheduled activities shall be defined to include scheduled classes, final exams, advising appointments, committee and/or evaluation meetings, in-service, graduation ceremonies, office hours, and approved travel.

22.3 <u>Effect of Leaves on Faculty Status</u>: Unless otherwise stated, faculty members who avail themselves to leaves in this Section shall not lose such time as credit for regular service for the purpose of advancement on the salary schedule or accrual of benefits.

22.4 <u>Sabbatical Leave-Regulations and Procedures:</u>

A. <u>Purpose</u>: The purpose of sabbatical leave is to provide eligible faculty members, including counselors and librarians with an opportunity for professional growth and development thereby substantially enhancing their future service to the College. Sabbatical leave includes activities for intellectual refreshment and professional growth and development by study, research, travel, or other creative activities. The ultimate objective for granting sabbatical leave is for the improvement of service to Southwestern Oregon Community College. The sabbatical leave is not an earned right but a privilege granted at the discretion of the Board of Education.

General Guidelines for Sabbaticals:

1. The applicant's proposal shall be of value to self, department and the College.

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- 2. The applicant's proposal shall describe how the proposed project supports course or program outcomes relevant to the faculty member's teaching assignment.
- 3. The applicant's proposal shall be focused and definitive.

B. Eligibility:

- 1. <u>First Eligibility</u>: After six (6) academic years of continuous service as a fulltime member of the faculty, a faculty member may request a sabbatical leave, not to exceed one year. Faculty members continue to remain eligible for sabbatical leave even though they do not apply for sabbatical leave when first eligible for the leave.
- 2. <u>Subsequent Eligibility</u>: Faculty members are eligible for a second sabbatical leave, and succeeding leaves thereafter, after six (6) academic years of continuous service has elapsed since a previous sabbatical leave was granted.

3. <u>Exceptions to Eligibility</u>:

- a. Lecturer faculty are not eligible for sabbatical leave, nor shall years of service as a lecturer faculty member count toward years of continuous service for the purpose of Section_B1 or B2 except when the years of lecturer service have been counted toward tenure as specifically set forth in Article 2.10C.
- b. As a rule, only one sabbatical leave from a division may be granted in any one year. When more than one request from any department is made, preference will be given based on merit of the application as determined by the Employer. Where merit of the applications is equal as determined by the Employer, the applicant with the greatest seniority shall be given preference.
- C. <u>Types of Leave:</u> Eligible faculty members may apply for one of the following types of leaves:

1. <u>Ten-Month Faculty:</u>

- a. One academic year (three terms) on one-half salary;
- b. Two-thirds of an academic year (two terms) on three-fourths salary;
- c. One-third of an academic year (one term) on full salary. Eligible faculty members who are normally on a ten-month appointment may, at the sole discretion of the Employer, be employed for one

year on a twelve-month appointment and they may be granted a sabbatical leave during any one term, provided they agree to take an additional one-term leave in another academic year at their own expense.

2. <u>Twelve-Month Faculty</u>:

- a. One year or twelve months, on one-half salary;
- b. Two-thirds of a year, or eight months, on three-fourths salary;
- c. One-third of a year, or four months, on full salary. (Except in unusual circumstances, this type of leave will be limited to those who find it difficult, because of their professional assignment, to be away from their work over a longer period).

D. <u>Application Procedure</u>:

- 1. <u>Application Form</u>: Faculty Members requesting sabbatical leave must complete the Application for Sabbatical Leave Form set forth in Appendix C.
- 2. Time Line for Submission and Approval: Applications for Sabbatical Leave Forms must be submitted through the Director and/or Dean/Supervisor to the appropriate dean prior to February 1 in order to be reviewed by the Screening Committee for Sabbatical Leaves not later than February 15. prior to the academic year during for which the proposed leave is to begin. The Applications, together with the Committee's recommendations and certification of eligibility by Human Resources, will be forwarded to the President not later than March 1. The Applicants will be notified, in writing, of the President's and Board of Education's decision within seven (7) working days of the regular March Board of Education meeting. In special circumstances, sabbatical leave requests may be considered outside of this timetable. The Board's decision regarding sabbatical leaves may be: approved, disapproved, or approved conditionally. Faculty members who have applied for admission to a college or university for study, or who have applied for a scholarship, fellowship, grant-in-aid, or other similar assistance but who have not been notified of their acceptance prior to the deadline set for action by the screening committee, President, and/or Board of Education may be approved conditionally for sabbatical leave.
- E. <u>Screening Committee Members</u>: The Sabbatical Review Committee comprised of six (6) members shall be appointed. Three (3) persons shall be appointed by the Faculty Senate Staff Development Committee and three (3) persons by the College.

- F. <u>Evaluation of Applications</u>: The Screening Committee will evaluate applications and recommend action to the Vice President of Instruction prior to the March meeting of the Board. The Committee's evaluation and recommendation will be based solely on the merit of the application as it applies to the purpose of sabbatical leave stated in Section A, Purpose.
- G. <u>Approval or Disapproval</u>: The Employer reserves the sole right to grant or deny sabbatical leave to faculty members. The exercise of this discretion shall not be subject to the grievance procedure unless the Federation can prove that the Employer was arbitrary or discriminatory in the exercise of this discretion. In no event may an arbitrator substitute his/her judgment for the judgment of the Employer. All sabbatical application forms submitted for review shall be clearly marked "approved" or "disapproved" and placed in the requestor's personnel file. A copy of the marked request form shall be returned to the requestor in accordance with Article 22.4D (2).
- H. <u>Special Appointment Arrangement</u>: To ensure the interests of the College, the faculty member will enter into a special, written appointment arrangement with the College at the time sabbatical leave is granted. The written appointment arrangement, to be written by Chief Human Resources Officer upon consultation with the Vice President of Instruction and the faculty member to take sabbatical leave, shall specify, at a minimum, the following and shall be signed by the faculty member and the Vice President of Instruction and be placed in the faculty member's personnel file prior to the commencement of the sabbatical leave:
 - 1. The date the sabbatical leave will commence;
 - 2. The date the faculty member will return to service;
 - 3. The terms of compensation; and
 - 4. A statement indemnifying the College for any salary paid to the faculty member during the period of sabbatical leave in the event the faculty member fails to return to the College and fulfill the obligations set forth in Section K, Faculty Member's Obligation.
 - 5. A faculty member who fails or refuses to sign the agreement within 7 days of receiving it will lose entitlement to the leave. The leave may then be offered to another applicant.
- I. <u>Compensation</u>: All sabbatical leave payments shall be paid on the regular monthly payroll cycle.
 - 1. <u>Full-Year Leaves</u>: Full-year leaves shall be paid at one-half (1/2) the faculty member's salary. Prorated salary payments will be made in twelve equal monthly installments for full-year leaves.

- 2. <u>Less than Full-Year Leaves</u>: Prorated salary payments for less than full year leaves will be prorated during the period of the leave, in accordance with Article 22.4C, Types of Leaves.
- 3. A Southwestern Oregon Community College employee who is granted sabbatical leave shall receive, when sabbatical leave salary is computed, such automatic changes in salary rating as would have been received had he/she remained in active service except that salary increases for positive evaluations shall not be granted if the faculty member was not evaluated due to being on sabbatical leave. In such cases, the faculty member's evaluation rotation cycle shall be adjusted and the faculty member will be rescheduled for evaluation.
- J. <u>Additional Compensation</u>: In addition to sabbatical leave pay, the faculty member may accept a scholarship, fellowship, grant-in-aid, or other similar assistance, but may not accept compensation for employment that when added to his/her sabbatical leave payments equals an amount greater than that which he/she would have received had he/she not been on sabbatical leave.

K. Faculty Member's Obligation:

- 1. Return to Service: Failure of a faculty member to return to the College and to teach at least two (2) years immediately following his/her sabbatical leave or failure to satisfactorily complete his/her scheduled program of study and/or travel shall result in repayment to the College for the contribution that was made during the sabbatical unless such failure is due to the faculty member's death or physical or mental disability certified by a licensed physician. The faculty member shall sign a repayment agreement prior to taking leave.
- 2. Written Report: Not later than sixty (60) calendar days after returning to active service in the College, the faculty member who has taken sabbatical leave will file with the Office of Instruction and with the President a written report giving evidence that the program of study or travel agreed upon has been carried out. The report will include information regarding how the sabbatical will impact the faculty member's service to the College and to student success. For travel sabbaticals, the faculty member will outline in the report specific actions they will take to incorporate their course of study in their teaching or service to the College. The President will arrange for the faculty member to make an oral presentation of the report to the Board of Education. A copy of the written report will be placed in the faculty member's personnel file and should be included in the next subsequent presentation of the faculty member's portfolio after the sabbatical is complete.

L. <u>Status</u>: A faculty member granted a sabbatical leave shall be permitted to return to employment in the College with the same salary status which he/she would have enjoyed had he/she been teaching and in a comparable position. Faculty members that take sabbatical shall be eligible for a step increase. Time spent in sabbatical leave shall be counted toward years of service for early retirement.

M. Professional Study or Travel Considerations:

- 1. <u>Professional Study</u>: If the sabbatical leave is for the purpose of study, a planned program of courses or a special project will be submitted to the President for approval. Transcripts or other evidence of completion of the planned program of study will be submitted to the President within sixty (60) calendar days of the faculty member's return to duty and shall be placed in the faculty member's personnel file.
- 2. <u>Travel</u>: Sabbatical leave which is for the purpose of travel will normally be approved only if the proposed program incorporates a formal plan of study in connection with the travel. Applicants will submit a detailed itinerary and program with a statement of the objectives of the plan. The faculty member will remain in travel status (including time spent in study) at least two (2) months for each term of leave granted. A written report will be submitted to the president within sixty (60) calendar days of the faculty member's return to duty and shall be placed in the faculty member's personnel file and should follow all provisions of 22.4K above.
- 22.5 <u>Release Time for Union Activities</u>: In recognition of the responsibilities of the Faculty Federation regarding faculty representation and matters related to management of this Agreement, the Employer agrees that during the regular academic year (College contract days) the Faculty Federation Members will receive:
 - A. Up to 8 days release time to be distributed to members as needed to fulfill the responsibilities of union membership that are allowed under state and federal laws. These days are meant to be available so that the faculty federation members are not required to use sick time and/or personal time in service to the bargaining unit. Unused release time will not accumulate from year to year.

Upon request, Human Resources will instruct the Faculty Federation members on how to properly fill out the leave report.

1			ARTICLE 23 - LEAVES WITHOUT PAY
2 3 4	23.1	Conditi	ons of Unpaid Leaves:
5 6			Employees granted unpaid leaves will be required to use any available earned paid leave benefits before any unpaid time off is granted except when prohibited by law.
7 8 9			If more than one type of leave applies to the employee's time off, all leaves will run concurrently unless prohibited by law.
10 11 12	23.2	Military laws.	<u>V Leave</u> : Military leave shall be granted consistent with applicable state and federal
13 14	23.3	On-The	e-Job Injury/Illness (or Worker's Compensation) Leave:
15 16 17 18		1	Faculty members shall be granted leave for the period they are unable to perform their regular job or other available duties offered by the Employer due to an on-the-job injury or illness in accordance with applicable law.
19 20 21 22 23 24 25 26 27		:	Faculty members off work on work-related injuries or illnesses are required to keep the Employer apprised weekly of their anticipated date of return to work and any changes in their medical condition. The Employer may require written certification regarding the nature, extent, duration and other conditions for the leave from the attending physician. Independent medical opinions may be required by the Employer or insurance provider as permitted by law. Such leave shall not count as regular service for the purpose of receiving step increases or accrual of benefits or seniority.
28 29 30			Faculty members who are absent from work due to on-the-job injuries or illnesses are eligible to receive workers' compensation benefits.
31 32 33 34 35 36 37 38 39 40 41			In order to have reinstatement rights, a faculty member returning from an on-the- job injury or illness must request reinstatement within seven (7) calendar days of the date they receive notice from the Employer's insurance provider that their attending physician released them to return to work. A request for reinstatement must be submitted in writing. Faculty members who make timely requests for reinstatement will be reinstated to their former position, upon written verification by the attending physician that the faculty member is able to perform the duties of their position and further provided that their position exists. In the event their former position no longer exists, the faculty member shall be reinstated to the next available and suitable position in accordance with applicable law.
42 43	23.4	Domest	ic Violence Leave and Accommodation:
44 45 46			Domestic Violence Leave and Accommodation shall be granted consistent with applicable laws.

23.5 <u>Family Medical Leave, Parental, or Pregnancy Leave (Oregon Family Leave Act (OFLA)</u> and Family Medical Leave Act (FMLA)):

A. Family Medical Leaves, Parental or Pregnancy Leaves shall be granted consistent with applicable laws and Employer policies. For more information faculty members should contact Human Resources or see the following websites www.dol.gov or www.dol.gov.

23.6 Leaves for Other Reasons:

A. The Employer may grant a faculty member's request for leave of absence without pay for the purpose of study, research, travel, recovery of physical or mental health when a faculty member's health or physical condition makes it impossible for the faculty member to properly discharge his/her duties, and such other leave as the Employer may deem in the best interest of the College, subject to the needs of the Employer.

B. Reduced Workload: Regular bargaining unit members are eligible for a reduced workload assignment. To be eligible for a reduced workload the employee must be able to show a compelling reason for the reduction. A request for a reduced workload shall be submitted in writing to the appropriate dean a full quarter before the preceding quarter(s) for which the reduction applies. The request shall include the reason for the reduction as well as the teaching schedule that would be in effect during the reduction. The minimum part-time employment that can be requested will be at least 50% of their 10, 11, or 12 month appointment. The extent of the request cannot be longer than one academic year. If the reduction is requested beyond one academic year the employee must submit another request. The request will then be considered by the appropriate dean, the Vice President of Instruction and the President.

C. The Employer shall not unreasonably deny a faculty member's leave of absence request as set forth in this Section. Such leaves shall not count as regular service for the purpose of advancement on the salary schedule or accrual of benefits. The terms and conditions of a leave of absence without pay shall be mutually agreed to in writing prior to granting the leave.

ARTICLE 24 – HOLIDAYS

24.1 <u>Faculty Members on Ten (10) Month Appointments</u>: Faculty members on a regular ten (10) month appointment shall receive time off with pay on the following holidays: Martin Luther King Day, President's Day, Memorial Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving, and New Year's Day.

24.2 <u>Faculty Members on Eleven (11) or Twelve (12) Month Appointments</u>: Faculty members on eleven (11) or twelve (12)-month appointments shall receive time off with pay, if applicable to their appointment period, for those holidays set forth in 24.1 and for the following holidays: Independence Day, Labor Day, Christmas Day, and the day before Christmas.

24.3 <u>Holiday Observance</u>: Holidays shall be observed in accordance with the instructional calendar of the College.

ARTICLE 25 – VACATIONS

25.1 <u>Accrual</u>: Faculty members employed on a 12-month appointment shall accrue paid vacations on the basis that the annual accrual shall be 160 hours per fiscal year. The maximum accrual shall be 320 hours.

17 25.2 <u>Vacation Utilization</u>: Vacation time shall partially be utilized during periods of time 18 between terms. As long as it is not disruptive to the operations of the College, faculty 19 members shall be allowed to be gone from their positions on consecutive working days for 20 the duration of their vacation.

25.3 <u>Vacation Pay on Termination of Employment</u>: Faculty terminating employment shall be paid a lump sum for all accrued, but unused vacation leave up to a maximum of 160 hours.

25.4 Faculty members employed on ten (10) or eleven (11) month appointments are ineligible for vacation accrual.

ARTICLE 26 – TUITION

26.1 <u>Tuition Benefit</u>: Faculty members may enroll in any SWOCC courses (see exception). The Employer will waive tuition, class and registration fees each term. Exception: Tuition and fees for non-SWOCC online courses, Enterprise account courses, self-supporting courses, and third party fees are not covered.

26.2 <u>Spouse/Dependent Waivers</u>: Faculty members' spouses and dependent children as defined in I.R.S. Code and Regulations shall be permitted to enroll in SWOCC courses (see exception) with tuition, and class and registration fees waived by the Employer, provided the faculty member submits any required dependent forms in a timely manner. The faculty member shall be financially responsible for all costs incurred by his/her spouse or dependent children for enrolling in courses at the College. Exception: Tuition and fees for non-SWOCC online courses, Enterprise account courses, self-supporting courses, and third party fees are not covered.

- Bookstore: All faculty members, their spouse and dependent children as defined in I.R.S. Code and Regulations shall be granted the opportunity to purchase specified professional books and supplies at a twenty percent (20%) discount at the College bookstore.
 - 26.4 <u>Admission to College Functions</u>: All faculty members' spouses and dependent children as defined in I.R.S. Code and Regulations shall be admitted free of charge to all College functions except the following:

- A. Functions that are self-supporting and/or jointly sponsored by the College and another entity, or
- B. Functions at the Performing Arts Center, unless specifically waived by the College.

ARTICLE 27 - CONFERENCE AND TRAVEL

- 27.1 <u>Staff Development</u>: Faculty members may be reimbursed for the costs of attending staff development activities directly related to their teaching assignments, subject to budget limitations and the determination by the Employer that such attendance serves the best interests of the District. In the event that reimbursement is granted, such reimbursement shall be consistent with district-wide policy for member staff development.
- 27.2 <u>Employer Assigned Travel</u>: In accordance with Administrative and Board Policies, Faculty shall be reimbursed for travel assigned by the Employer. Reimbursement for meals and lodging shall be consistent with the Board approved per diem. The Employer shall pay the costs of previously approved commercial transportation. Use of personal vehicles shall be reimbursed as set forth APP 7075 Staff Travel.

ARTICLE 28 – EARLY RETIREMENT POLICY

28.1 The Employer reserves the right to establish, revise, or discontinue its early retirement policy without negotiations with the Federation. It is understood that any retirement policy established or revised by the Employer shall apply equally to all employees of the College. Lecturer faculty are not eligible to apply for early retirement.

ARTICLE 29 – FACULTY INVOLVEMENT IN RECRUITMENT AND SELECTION

29.1 <u>Faculty Involvement</u>: It is agreed that faculty involvement in the selection process is desirable to the institution. Lecturer Faculty are covered by the terms of this Article, however, they shall not be assigned to screening committees.

1 2	29.2	<u>Screening Committees</u> : Selection of faculty members shall be made only after candidates have been interviewed by a screening committee composed of a majority of faculty.							
3									
4	29.3	Screening Committee Recommendations: The Vice President of Instruction shall consider							
5		the recommendations of the screening committee in making a recommendation to the							
6		President.							
7									
8	29.4	Faculty Involvement in Selection of Administrators: In addition, it is agreed that screening							
9 10		committees including faculty members shall be utilized to assist the Employer in the evaluation and selection of administrative candidates.							
		evaluation and selection of administrative candidates.							
11									
12		A DELICI E 20 DUD CEE DELIEI ODI (DI)							
13		ARTICLE 30 - BUDGET DEVELOPMENT							
14									
15 16	30.1	<u>Faculty Participation</u> : The Employer agrees that faculty members shall be allowed to participate in the development of the College budget through the appropriate administrative							
17		channels.							
		channels.							
18	20.2								
19	30.2	<u>Draft of Budget</u> : The final draft of the budget will be provided to the Federation ten (10)							
20		calendar days prior to its submission to the District Budget Committee.							
21									
22	30.3	<u>Income and Expense Reports</u> : Monthly reports of expenditures and income will be							
23		prepared for Board approval and will be made available to all faculty members or other							
24		interested persons following the Board meeting.							
25									
26									
27		ARTICLE 31 - REDUCTION IN FORCE AND RECALL							
28		ARTICLE 31 - REDUCTION IN FORCE AND RECALL							
	21.1	Definitions							
29	31.1	<u>Definitions</u> :							
30									
31		A. <u>Reduction in Force</u> : A reduction in force shall be defined as a position(s) being							
32		laid off as determined by the Employer. However, a reduction in force shall not							
33		include a reduction in work hours for all or some of the faculty members.							
34									
35		B. Qualifications: Qualification shall be defined to include, but are not limited to the							
36		required qualification standards, preferred qualification standards, and required							
37		knowledge, skills and abilities as specified in the current position description;							
38		education; experience; evaluations; licensure and certification and/or prior							
39		discipline, if any.							
		discipline, if any.							
40	21.2								
41	31.2	Application:							
42									
43		A. In the event that the Employer determines a reduction in force to be necessary, the							
44		President shall develop an overall plan of reduction which best protects the							
45		instructional capacity and flexibility required to maintain the highest quality of							
46		education possible for College students. This plan shall contain:							
17		r r r							

1 2 3			 a justification for reduction in force including Program Viability and Program Review data and analysis;
4 5			2. an identification of all positions affected; and
6 7 8 9			3. all intended reassignments of faculty members' duties. Where possible, the principle of seniority will be followed, provided qualifications as defined in 31.1B are equal.
10 11 12 13		В.	The Employer shall be the sole judge of the faculty member's qualifications to perform the required work, except the decision shall not be arbitrary or discriminatory.
14 15 16 17 18 19 20 21 22 23		C.	Before implementing a reduction in staff, the Employer agrees to make every reasonable effort to reassign staff through retirements, reassignments, leaves or other types of normal attritions. Reassignments can occur for the faculty member(s) to another vacant position in the institution for which the individual is qualified as defined in 31.1.B. Prior to the layoff or reduction of any employee covered by this Agreement, administration shall eliminate all voluntary overload for full-time faculty then part-time faculty positions held by MASSC, classified and part-time faculty respectively to courses which the full-time faculty member is competent to fill in any department pursuant to the qualifications of this provision.
24 25 26 27 28		D.	In the event reassignment cannot be made, faculty members affected by reduction in staff shall have recall rights for two (2) years. Such recall rights shall apply to both full-time and part-time faculty vacancies for which they are qualified, which may occur during the recall rights period and shall include ten (10) calendar days for which the faculty member may accept or decline the recall offer.
29 30 31 32 33			1. If a laid off faculty member rejects a recall offer for a full-time faculty position with equal or greater salary; that member's recall rights shall be terminated (Article 32.1.E).
34 35 36 37			2. If a laid off faculty member rejects a recall offer for a part-time faculty position, the rejection of such opportunity shall not modify the faculty member's right to recall within the two year period.
38 39 40 41			3. In the event of recall, affected faculty shall be recalled in the inverse order of being laid off, provided they possess the necessary qualifications to perform the assignment to which they are being recalled.
41 42 43	31.3	Notice	
43 44 45		A.	Meeting With the Federation: The President shall present his/her overall plan for reduction in force to the Federation in a confidential meeting.

1 B. Meeting with Affected Employees: After the meeting with the Federation, the 2 President will meet with affected employees to notify the employees of the 3 reduction in force. 4 5 Tenured faculty members identified for layoff will be provided as much 1. 6 notice as is practical under the circumstances but advance written notice 7 shall not be less than one hundred (100) calendar days before the layoff 8 shall become effective. 9 10 2. Non-tenured, visiting, and/or lecturer faculty members identified for layoff will be provided as much notice as is practical under the circumstances but 11 12 advance written notice shall not be less than sixty (60) calendar days 13 before the layoff shall become effective. 14 15 C. Alternative Plan: Within thirty (30) days from the Federation's meeting with the 16 President, the Federation may present an alternative method of reduction to the Board for consideration. The Board of Education in its role as appointing authority 17 shall make the final determination of the layoff plan within thirty (30) calendar days 18 19 from the Federation's submission. Decisions by the Board shall not be subject to 20 Article 32. Grievance Procedure. 21 22 23 ARTICLE 32 – TERMINATION OF SENIORITY AND EMPLOYMENT 24 25 32.1 Termination of Seniority and Employment: A faculty member's seniority and employment in the bargaining unit may be terminated for any one (1) of the following reasons: 26 27 28 A. Discharge for cause; 29 30 В. Resignation; 31 C. 32 Layoff in excess of twenty-four months (24); 33 34 Employment in a position with the employer but outside the bargaining unit for D. 35 longer than twelve (12) months; 36 E. 37 Rejecting a recall offer or job assignment in accordance with Article 31.2.D.1. 38 39 F. Violating the terms of the leaves set forth in Articles 20, 21, 22, and 23; 40 41 G. Retiring; or 42 43 H. Failing to notify the employer as soon as possible of the receipt of a doctor's release 44 for work. Except for employees on pregnancy leave as set forth in Article 23.4, faculty members shall have three (3) workdays following receipt of the release to 45

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notify the Employer of their availability for work and faculty members who are

eligible for on-the-job disability leave as set forth in Article 23.2 shall have seven (7) calendar days following receipt of the release for work to notify the Employer of their availability for work.

ARTICLE 33 - GRIEVANCE PROCEDURE

33.1. <u>Purpose</u>: It is the declared objective of the Employer and the Federation to encourage the prompt resolution of all grievances as defined in 33.2. Accordingly, this grievance procedure is established to provide an orderly and expeditious procedure for such grievance resolution.

13 33.2 <u>Definition</u>: A grievance is hereby defined as an alleged violation of the terms of this Agreement by the Employer.

33.3 <u>Filing of Grievances</u>: A grievance may be filed by a faculty member, group of faculty members, or the Federation. An individual faculty member or group of faculty members shall have the right to present grievances and to have such grievances adjusted without the intervention of the Federation, as long as the adjustment is not inconsistent with the terms of this Agreement. A faculty member may elect to have a representative of the Federation present at such meeting.

 33.4 <u>Informal</u>: An attempt should be made to satisfactorily resolve the grievance through informal meetings and discussion beginning at the lowest possible level of administrative organization that has the authority to resolve the grievance. In the event of a resolution, and if requested by either the faculty member or the supervisor, such resolution shall be reduced to writing and forwarded to the Vice President of Instruction prior to it becoming binding. Although a failure to utilize the informal process shall not deem the grievance untimely, should the employee elect to utilize the formal grievance procedure he/she shall be required to file the grievance in a timely manner as set forth in 32.5.

33.5 <u>Formal</u>: If the grievance is not satisfactorily resolved through informal means or in cases concerning the discharging of employees, the grievance shall be reduced to writing within twenty (20) working days of the date the grievant knew or should have known of the alleged violation. The written grievance shall include a concise and factual summary of the allegations, including the date of the occurrence, reference to the specific contract provisions in dispute, and the remedy sought. The written grievance shall be sent or delivered to the Vice President of Instruction. The following procedure shall be used to resolve the grievance:

 <u>Step I</u>: Within ten (10) working days of receipt of the written grievance, and at a mutually agreeable time, the Vice President of Instruction shall meet with the grievant and/or Federation representative to discuss the grievance. For the purpose of this Article, working days shall be defined as Monday through and including Friday, excluding contractually recognized holidays. In such cases, the Vice President of Instruction shall respond to the grievance in writing within ten (10) working days of the meeting.

Step II: If there is no satisfactory resolution of the grievance within ten (10) working days of receipt of the Step I response, the grievant will notify the Vice President of Instruction and President that the grievance is being advanced to Step II. At a mutually agreeable date and time, within ten (10) working days of the Step II notice, the Federation shall meet and attempt to resolve the grievance with the College President or designee. The College President or designee shall respond to an employee or Federation grievance in writing within ten (10) working days after the next regularly scheduled meeting of the Board of Education but not to exceed twenty (20) working days from the date of the meeting with the College President or designee giving specific reasons for a decision.

Step III: If there is no satisfactory resolution for the grievance, the Federation within ten (10) working days of receipt of the College President's response may appeal the decision to arbitration. First consideration would be filing a request to the State of Oregon Employee Relations Board (ERB). If necessary, a second consideration to the American Arbitration Association via certified mail with a return receipt for a list of seven (7) proposed arbitrators, with a copy to the Vice President of Instruction. It is the intention of both parties that selection of an arbitrator shall occur within thirty (30) working days of receiving the list of arbitrators. In the event the parties are unable to agree on an arbitrator, the Employer and the Federation shall alternately strike from the list one name at a time, until only one name remains on the list. The arbitrator remaining on the list shall be accepted by both parties, and a hearing on the grievance shall be scheduled and conducted in accordance with the Voluntary Rules of the American Arbitration Association.

33.6 <u>Arbitrator's Jurisdiction</u>: Jurisdiction of the arbitrator is limited to grievances which involve an alleged violation of a specific section or provision of this Agreement; and which are presented to the other party in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided.

33.7 <u>Arbitrator's Judgment</u>: The arbitrator shall have no power to modify, add to, subtract from, change or amend any term or condition of this Agreement or render an award which is in conflict with the provisions of this Agreement.

33.8 <u>Arbitrator's Fees and Expenses</u>: The fees and expenses of the arbitrator shall be paid by the losing party as determined by the arbitrator. The decision of the arbitrator shall be final and binding on the Employer, the Federation and the employees affected, consistent with the terms of this Agreement.

 33.9 <u>Notification and Time Limits</u>: The grieving party may choose to drop the grievance at any step in this process by notification to the other party or by not taking action to pursue the matter to the next higher level within the time limits set out in the procedure. If the non-grieving party fails to meet the timetable in the process, the grievance shall be deemed denied and the grieving party may pursue the matter to the next higher step. However, if the grievance is not appealed to the next step within the specified time limits set forth in this Article, the grievance shall be deemed denied on the basis of the non-grieving party's response. Both parties may mutually agree to extend the time limits of the grievance process.

33.10 <u>Arbitrator's Award:</u> The arbitrator shall render his award within thirty (30) calendar days after the close of the hearing or the submission of any written briefs presented by the parties, whichever is later.

 33.11 <u>Rights and Obligations</u>: The Employer shall not be required or obligated under the terms of this Agreement or otherwise to submit to arbitration any claim or cause of action which it may have or assert on account of any alleged violation of this Agreement. The Employer shall have the right to sue at law or in equity in any court of competent jurisdiction, Federal or State, to enforce this Agreement and to recover for any breach or violation of this Agreement.

ARTICLE 34 – UNPROTECTED STRIKE ACTIVITIES AND LOCKOUTS

- 34.1 <u>No Strikes</u>: The Federation agrees that there will be no work stoppages or interruptions of regularly assigned duties, in violation of Oregon Revised Statutes, during the term of this Agreement. Any employee participating in any work stoppage or interruption of work in violation of Oregon Revised Statutes, shall be subject to discipline as determined by the Employer, irrespective of the discipline, if any, imposed upon other employees. However, the Employer shall not exercise a disciplinary right in an arbitrary or capricious manner.
- 34.2 <u>No Lockouts</u>: The Board of Education agrees not to lock out employees during the term of this Agreement.

ARTICLE 35 – SCOPE OF AGREEMENT

- 35.1 <u>Scope of Agreement</u>: This Agreement constitutes the negotiated agreements between the Employer and the Federation and supersedes any previous agreements or understandings whether oral or written which are contrary or inconsistent with the terms of this Agreement.
- 35.2 <u>Entire Agreement</u>: In the event that any provision or provisions of this Agreement are or shall at any time be determined to be contrary to law, all other provisions of this Agreement shall continue in effect. In addition, the parties agree to enter into negotiations for the revision of the Agreement with respect to any item that becomes invalid or contrary to law.
- 35.3 <u>Waiver of Rights</u>: The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Except as specifically stated in this Agreement, the Employer and the Federation, for the duration of this Agreement, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed or otherwise.

1	ARTICLE	36 – DURATION
2 3 4 5	36.1 <u>Duration</u> : This Agreement shall rema June 30, 2024.	in in full force and effect from July 1, 2019 through
6 7		
8	FOR THE FEDERATION	FOR THE EMPLOYER
9 10	LYAMONE ROSENGBERON	Fatty DX GH
11	Maidie Rosengarden	Patty Scott, Ed.D
12	Federation President	President
13 14		Down Buddham
15		David Bridgham, Chair
16		Board of Education
17		11/11/11
18		V CONTENT
19 20		VP of Administrative Services
21		vr of Administrative bervices

APPENDIX ASingle-Column Step Schedule
2019-2023

	2010 2010				
	2018-2019 (for historical				
	reference)	2019-2020	2020-2021	2021-2022	2022-2023
1	41600	43700	44500	45800	47100
2	43300	45400	46200	47500	48800
3	45000	47100	47900	49200	50500
4	46700	48800	49600	50900	52200
5	48400	50500	51300	52600	53900
6	50100	52200	53000	54300	55600
7	51800	53900	54700	56000	57300
8	53500	55600	56400	57700	59000
9	55200	57300	58100	59400	60700
10	56900	59000	59800	61100	62400
11	58600	60700	61500	62800	64100
12	60300	62400	63200	64500	65800
13	62000	64100	64900	66200	67500
14	63700	65800	66600	67900	69200
15	65400	67500	68300	69600	70900
16	67100	69200	70000	71300	72600
17	68800	70900	71700	73000	74300
18	70500	72600	73400	74700	76000
19	72200	74300	75100	76400	77700
20			76800	78100	79400
21				79800	81100
22					82800

APPENDIX B Multi-Column Step Schedule 2023-2024

		2023-2024	
	А	В	С
1	44500	48500	54500
2	44500	48500	54500
3	46500	50500	56500
4	48500	52500	58500
5	50500	54500	60500
6	52500	56500	62500
7	54500	58500	64500
8	56500	60500	66500
9	58500	62500	68500
10	60500	64500	70500
11	62500	66500	72500
12	64500	68500	74500
13	66500	70500	76500
14	68500	72500	78500
15	70500	74500	80500
16	72500	76500	82500
17	74500	78500	84500
18	76500	80500	86500
19	78500	82500	88500

Last Name	Step	22-23	New	23-24 Base	23-24	One time
	otep		Step		Increase	stipend (23-24)
GAUDETTE	5	53,900.00	A9	\$58,500.00	\$4,600.00	\$400.00
HENDERSON	5	53,900.00	A9	\$58,500.00	\$4,600.00	\$400.00
CLEMENS	7	57,300.00	A10	\$60,500.00	\$3,200.00	\$1,800.00
DEUTSCHMAN	8	59,000.00	A11	\$62,500.00	\$3,500.00	\$1,500.00
BRYAN	8	59,000.00	В9	\$62,500.00	\$3,500.00	\$1,500.00
BIDARI	9	60,700.00	B10	\$64,500.00	\$3,800.00	\$1,200.00
LIVINGSTONE	9	60,700.00	B10	\$64,500.00	\$3,800.00	\$1,200.00
WINSTON	9	60,700.00	B10	\$64,500.00	\$3,800.00	\$1,200.00
WYMAN	10	62,400.00	B11	\$66,500.00	\$4,100.00	\$900.00
RUSHTON	10	62,400.00	B11	\$66,500.00	\$4,100.00	\$900.00
HOLT	10	62,400.00	B11	\$66,500.00	\$4,100.00	\$900.00
CASH	11	64,100.00	B12	\$68,500.00	\$4,400.00	\$600.00
COYNER	11	64,100.00	C9	\$68,500.00	\$4,400.00	\$600.00
DOUDA	11	64,100.00	C9	\$68,500.00	\$4,400.00	\$600.00
EBERT	11	64,100.00	B12	\$68,500	\$4,400.00	\$600.00
FREIM	11	64,100.00	B12	\$68,500.00	\$4,400.00	\$600.00
FOLTZ	11	64,100.00	A14	\$68,500.00	\$4,400.00	\$600.00
DORNBACH	11	64,100.00	C9	\$68,500.00	\$4,400.00	\$600.00
COOPER	11	64,100.00	B12	\$68,500.00	\$4,400.00	\$600.00
LISSEVELD	12	65,800.00	B13	\$70,500.00	\$4,700.00	\$300.00
PETERS	12	65,800.00	B13	\$70,500.00	\$4,700.00	\$300.00
TRUKA	12	65,800.00	B13	\$70,500.00	\$4,700.00	\$300.00
KEENE	13	67,500.00	C11	\$72,500.00	\$5,000.00	\$0.00
SPRINGER	13	67,500.00	C11	\$72,500.00	\$5,000.00	\$0.00
WILL	13	67,500.00	B14	\$72,500.00	\$5,000.00	\$0.00
RIDGWAY	14	69,200.00	B14	\$72,500.00	\$3,300.00	\$1,700.00
LUNDQUIST	14	69,200.00	B14	\$72,500.00	\$3,300.00	\$1,700.00
ROSENGARDEN	14	69,200.00	C11	\$72,500	\$3,300.00	\$1,700.00
REYNOLDS	11	64,100.00	B12	\$68,500.00	\$4,400.00	\$600.00
COLLINS	15	70,900.00	B15	\$74,500.00	\$3,600.00	\$1,400.00
TREMONTI	15	70,900.00	B15	\$74,500.00	\$3,600.00	\$1,400.00
WOZNIAK	15	70,900.00	C12	\$74,500.00	\$3,600.00	\$1,400.00
DAVIES	16	72,600.00	B16	\$76,500.00	\$3,900.00	\$1,100.00
ENGELKE	16	72,600.00	B16	\$76,500.00	\$3,900.00	\$1,100.00
MANTEY	16	72,600.00	B16	\$76,500.00	\$3,900.00	\$1,100.00
WILLIAMS	11	64,100.00	B12	\$68,500.00	\$4,400.00	\$600.00
НОРРЕ	17	74,300.00	B17	\$78,500.00	\$4,200.00	\$800.00
KYPRIOTAKIS	17	74,300.00	C14	\$78,500.00	\$4,200.00	\$800.00

STAGG- BROWN	17	74,300.00	B17	\$78,500.00	\$4,200.00	\$800.00
BROUSE	19	77,700.00	C16	\$82,500.00	\$4,800.00	\$200.00
HUTCHERSON	19	77,700.00	B19	\$82,500.00	\$4,800.00	\$200.00
KAPOCIAS	19	77,700.00	B19	\$82,500.00	\$4,800.00	\$200.00
WHITLATCH	19	77,700.00	B19	\$82,500.00	\$4,800.00	\$200.00
BRICK	20	79,400.00	B19	\$82,500.00	\$3,100.00	\$1,900.00
BELL	21	81,100.00	B19	\$82,500.00	\$1,400.00	\$3,600.00
FRITZ	21	81,100.00	B19	\$82,500.00	\$1,400.00	\$3,600.00
WILSON	21	81,100.00	B19	\$82,500.00	\$1,400.00	\$3,600.00
FIELDS	22	82,800.00	C18	\$86,500.00	\$3,700.00	\$1,300.00
METZGER	22	82,800.00	C18	\$86,500.00	\$3,700.00	\$1,300.00

1 APPENDIX C 2 **Application for Faculty Sabbatical Leave** 3 4 Date of Hire: 5 6 Date of Application: 7 8 **Current Position:** 9 10 10 Month 11 Month 12 Month 11 12 Have you been employed as a full-time faculty for six (6) consecutive academic years? 13 Yes □ No 14 15 Dates of Proposed Leave: From _____ To ____ 16 17 Length and Type of Leave: See Article 22.4C for more information about types of leave 18 19 One academic year (3 terms or 12 months) @ ½ salary 20 2/3 academic year (2 terms or 8 months) @ 3/4 salary 21 1/3 academic year (1 term or 4 months) @ full salary 22 23 10-month faculty only: 24 I request to be employed on a 12-month appointment and take a one-term sabbatical leave on 25 the condition that I take an additional one-term leave in another academic year at my own 26 expense. 27 28 Please complete the following for your sabbatical request. 29 30 Title of Proposal: 31 32 1. Give a narrative explaining the type, scope, and objectives of the project as well as the means of completion and time-line (two page maximum). 33 34 35 2. Explain the value of the project to specific aspects of your professional development 36 goals (1 page maximum) 37 38 3. Explain why the project is of a scale that warrants a sabbatical leave as opposed to a 39 project that might be undertaken in the summer. 40 41 4. Briefly describe your follow-through on previous projects such as sabbaticals, grants (internal and external), fellowships, service learning projects, commission/committee 42 43 leadership, etc. 44 45 5. After discussing with your Dean, please describe your recommendations for covering courses, taking care of advisees, and other departmental obligations. 46

1 6. Attach an updated C.V. and copies of your two most recent Reports of Yearly Service 2 (ROYs). 3 7. Attach supporting documents that might strengthen or better convey your readiness to undertake the sabbatical project. This might include letters indicating support from any 4 5 external sites or individuals upon whom the research or project depends, evidence of 6 preparatory research, or other work that indicates investment in and preparedness to 7 undertake the proposed project. A good proposal demonstrates the worthiness of the project, 8 the applicant's readiness to complete the project, and the value of the project to SWOCC. If 9 the sabbatical includes travel, please also include a formal plan of study and proposed 10 itinerary for the travel. 11 12 13 APPLICANT SIGNATURE 14 15 I believe that I am eligible to apply for Sabbatical Leave. The information contained in this application is accurate and true to the best of my knowledge. I agree to abide by the conditions 16 of Sabbatical Leaves as outlined in the Faculty Collective Bargaining Agreement and agree to 17 18 enter into a written appointment agreement prior to beginning my leave, if approved, and I agree 19 to fulfill the obligations set forth in the Bargaining Agreement and in the written appointment 20 agreement. I understand that failure to fulfill my obligations may result in a forfeiture of salary. 21 22 23 24 25 Signature of Applicant Date 26 APPROVAL/SIGNATURES 27 28 **Human Resources** verification of eligibility: Meets eligibility 29 30 Does not meet eligibility 31 32 33 Date Received by Vice President of Instruction: 34 Screening Committee Recommend Approval Recommend Denial 35 36 Comments: 37 38 Recommend Approval Recommend Denial Instruction: 39 40 Comments: 41 42 President: Recommend Approval Recommend Denial 43

Recommend Approval

| Recommend Denial

44

45 46

47

Comments:

Board of Education:

1	Comments:
2	
3	
4 5	OUTCOME
5	
6	Sabbatical Leave request is:
7	
8	Approved as requested
9	
10	☐ Denied
11	
12	Approved conditionally
13	
14	Explanation of denial or conditional approval:
15	
16	
17	
18	Date filed in personnel file:
19	
20	

1 APPENDIX D 2 Floating Days – Effective 2020-2021 3 4 Phase 1: 2020-2021 and 2021-2022 5 One day of faculty member's 174 (10-month), 194 (11-month), 249 (12-month) will be 6 considered floating days for the purposes of advising, student engagement and student success 7 activities, instructional mission fulfillment planning, and professional development. 8 9 Phase 2: 2022-2023 through 2023-2024 10 Two days of faculty member's 175 (10-month), 195 (11-month), 250 (12-month) will be considered floating days for the purposes of advising, student engagement and student success 11 12 activities, instructional mission fulfillment planning, and professional development. 13 14 Faculty Senate and the Vice President of Instruction shall come to mutual agreement regarding 15 the scheduled activities for each faculty member each year. Possible activities are listed below. 16 This list is not intended to be all inclusive, as the activities for each year will depend on current 17 projects and need. 18 19 • Focused assessment training (e.g., norming using rubrics) • Student engagement activities prior to term start 20 21 • Student recruitment activities (e.g., engaging in a STEM workshop in the summer for 22 high school or middle school students) 23 • Participation in summer student success summit 24 • Participation in meetings during the summer (e.g., working with administration to 25 develop learning communities) 26 • College 101 activities after winter term 27 New faculty orientation and mentorship prior to the start of fall term Instructional planning retreat in summer term 28 29 • Committee Work 30 Faculty Senate Retreat and/or planning 31 Professional Development Activities 32 Department wide meetings for planning or professional development. 33 Faculty Senate, in cooperation with the Office of Instruction, will develop a list of possible 34 activities in spring of each year, which will be shared via survey with faculty during fall in-35 service. Final assignment of floating day activities for each subsequent appointment year will be made by March 31st. 36 37 38 39 40 41 42 43 44 45

1 2 3		APPENDIX E Payment for Course and Program Development
5 6 7 8	Faculty	ent for Course Development y will be compensated for any new course development whether face-to-face or online for s that administration has requested or new courses that faculty have discussed with and approval for development from their Dean of Instruction.
8 9 10 11 12	Develo	me conversion of a face-to-face course to an online format will also be compensated. opment of the following items for both face-to-face and online courses constitute a fully ped course that will be compensated:
13 14 15	b)	Course Outline Syllabus Unit plans and outcomes
16 17	d) e)	Unit assessments and related rubrics Unit assignments
18 19 20 21 22	Course teach.	Identified textbook or OER materials es should be sufficiently developed that they could be handed to another faculty member to Development of online courses will only be compensated once the course has been peer- ed using a Quality Matters rubric and any necessary revisions have been completed.
22 23 24	New c	ourses will be compensated at the rate of \$600 per course.
25 26 27	Inactiv course	rated courses that have been inactive for three or more years will be treated as new s.
28 29 30	-	y, in agreement with their Dean, can choose reassigned time to develop courses in lieu of 00 stipend.
31 32 33		e materials developed and paid for via stipend become the property of the College. ent for Program Development
34 35 36		y will be compensated for program development for programs that are requested by istration for development or that faculty request approval for from administration.
37 38	A fully	developed program will include the following:
39 40	b)	New program form LMI information
41 42	c)	Any related certificates of completion and all associated new program forms for the certificates.
43	d)	Any new course outlines necessary for the program.
44 45	•	rograms will be compensated at the rate of \$600 per program.
46 47		rograms that are articulated AS degrees or are closely related to existing programs will be ped as part of a full-time faculty's regular duties and will not be compensated at the above

rate; however, faculty can request release time for program development.

1	LETTER OF UNDERSTANDING
2	BETWEEN
3	SOUTHWESTERN OREGON COMMUNITY COLLEGE
4	AND
5	SOUTHWESTERN OREGON COMMUNITY COLLEGE FACULTY FEDERATION
6	

RE: DIVISION CHAIRS

- 1. The purpose of this Letter of Understanding is to memorialize the discussion about the reinstatement of the Division Chair positions.
- 2. Division Chairs would be covered by the terms of this Letter of Understanding and the faculty Collective Bargaining Agreement except as specifically set forth in this Letter of Understanding.
- 3. Current Division Directors until such time as they terminate via attrition and would not be covered by the terms of the Collective Bargaining Agreement.
- 4. Division Chairs would be elected by the Division Membership and recommended for approval to the Vice President of Instruction. The Vice President of Instruction shall be the ultimate authority in the selection of Division Chairs.
- 5. There will be a job description for Division Chairs that will detail job functions.
- 6. Factors used to determine and measure accountability will be developed.
- 7. Release time of six (6) to nine (9) load credits, averaged over an academic year, would be granted for Division Chairs as determined by the Dean.
- 8. Nothing in this Letter of Understanding would alter the rights of the Employer to direct and manage the affairs of the District. As the Employer in the Agreement, the Southwestern Oregon Community College Board of Education and its agents would retain all authority, rights, functions, and powers not specifically abridged, deleted, or modified by this Letter of Understanding or Collective Bargaining Agreement or by statute.
- 9. Division Chair positions would be for a period of 2-3 years, yet to be determined.
- 10. Division Chair positions would have a probationary period of up to six (6) months.

Previously signed on March 31, 2003 & September 26, 2005

Signed this 21st day of November, 2016 at Coos Bay, Oregon. FOR THE EMPLOYER

FOR THE FEDERATION

Bernadette Karocias

President Local 3190 Patty Scott

President

Susan Anderson, Chair

Board of Education

Vice President of Administrative Services



Student Handbook

SOUTHWESTERN OREGON COMMUNITY COLLEGE (SWOCC) www.socc.edu

Mission

Southwestern Oregon Community College supports student achievement by providing access to lifelong learning and community engagement in a sustainable manner.

Vision

Southwestern leads and inspires lifelong learning.

Southwestern Oregon Community College does not discriminate on the basis of race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans in employment, education, or activities as set forth in compliance with federal and state statutes and regulations.

Index

Chapter 1- Student Right to Know

Chapter 2- Student Rights and Responsibilities

Chapter 3- Laker Code

Chapter 4- Confidentiality

Chapter 5- Audio Recording

Chapter 6- Animals on Campus

Chapter 7- RAVE Alert System

Chapter 8- Acceptable Use of Technology

Chapter 9- Campus Security

Chapter 10- Housing

Chapter 11- Student Success Center

Chapter 12- Laker Learning Commons

Chapter 13- TRIO Student Support Services

Chapter 14- Other Services and Support

Chapter 15- Graduation

Chapter 16- Grade Appeals

Chapter 17- Student Grievance Procedure

Chapter 1 - Student Right to Know

In accordance with 34 CFR Part 668, you have the right to know certain information about Southwestern Oregon Community College, including a variety of academic information, financial assistance information, institutional information, information on completion or graduation rates, institutional security policies and crime statistics, and athletic program participation rates and financial support data.

Chapter 2 – Student Rights and Responsibilities

Southwestern Oregon Community College (SWOCC) students, as free citizens and members of a learning community, enjoy particular rights. Along with these rights is the responsibility to conduct oneself in accordance with the standards of the College that are designed to advance student learning. Although not all of these rights can be found in any document, it is important to note those that are most fundamental.

For a list of policies visit https://mylakerlink.socc.edu/ICS/Administrative Services).

Alcohol and Drug-Free (Refer to APP 7135 for the full policy)

It is the Administrative procedure of the Southwestern Oregon Community College District that the College is committed to the prevention of the misuse and abuse of alcohol and drugs by both students and employees. Drug and alcohol abuse is a significant public health problem which has spread throughout our society, affecting performance and productivity, as well as our level of general health. In addition, the use of alcohol and drugs can adversely affect an organization's level of safety as well as its public confidence and trust.

Southwestern Oregon Community College defines the following behaviors as violations of the standards of student conduct: The possession of alcoholic beverages or controlled substances on the College campus or any other facility that is rented, leased, owned or occupied by the College at any time when classes or student activities are scheduled, except as specifically approved by the College President or designee.

Sanctions which may be imposed on students for violations of the code include: disciplinary probation, temporary exclusion (removal from classes, privileges, or activities for a specified period), expulsion (termination of student status).

Equity and Inclusion

Students, their families, employees, and potential employees of the Southwestern Oregon Community College District are hereby notified that Southwestern Oregon Community College does not discriminate on the basis of race, color, religion, ethnicity, use of native language, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy, or any other status protected under applicable federal, state, or local laws.

Freedom of Association

Students shall be free to organize and join associations to promote their common interests subject to the following considerations.

- A. The membership, policies and actions of a student organization will be determined by vote of only those persons who are bona fide Southwestern Oregon Community College students.
- B. Affiliation with an extramural organization shall not of itself disqualify a student organization from institutional recognition.
- C. Each organization shall be free to select its own Southwestern Oregon Community College advisor. Advisors must be either contracted faculty or staff currently employed by SWOCC. SWOCC staff serves the college community when they accept the responsibility to advise and consult with student organizations to provide guidance to the group on college procedure and policy.
- D. Student organizations shall be required to submit a statement of purpose, criteria for membership, rules of procedures, a current list of officers, and a certified number of active members as a condition of institutional recognition.
- E. Campus organizations, including those affiliated with an extramural organization, shall be open to all students without respect to race, color, sexual orientation, marital and/or parental status, religion, national origin, age, mental/physical disability or learning disability, Vietnam era or disabled veteran status, or any other status protected under applicable federal, state, or local law. Disability consultations are available through the Office of Accessibility.

Freedom of Inquiry and Expression

Students shall be free to take exception with the information or views presented in any course without it affecting their grade as long as the disagreement is not disruptive to the instructional process. Students are responsible for learning the content of any course for which they have enrolled even if they disagree with the course content. Students and student organizations shall be free to examine and discuss all questions of interest to them, and to express opinions publicly and privately. They are free to support causes by orderly means that do not disrupt the regular and essential operation of the institution. At the same time, it should be made clear to the academic and the larger community that in their public expressions or demonstrations, students or student organizations speak only for themselves. Actions by individuals or groups to prevent the appearance of speakers who have been invited to the campus, and actions to obstruct or restrain other members of the academic community and campus visitors by physical force are subject to sanction.

Freedom to Participate in Institutional Governance

Student representation on selected SWOCC councils and committees provides an opportunity for students to participate in institutional governance.

Nondiscrimination/Nonharassment (*Refer to APP 7165 for the full policy*)

Southwestern Oregon Community College wishes to maintain a place of learning and work that is free of unlawful discrimination or harassment. The college prohibits discrimination or harassment based upon a person's race, color, religion, ethnicity, use of native language, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy, or any other status protected under applicable federal, state, or local laws.

Sexual Offender Registration

Anyone who is required to register as a sex offender under ORS 181.592-181.607 (sexual offender registration) or has been ordered by any court, parole board, or other public agency to not have contact with persons under the age of 18 must notify the Office of Administrative Services at Southwestern Oregon Community College (1988 Newmark Ave., Coos Bay OR 97420) in writing within one business day of registering for any class at the College.

Student Publications (*Refer to APP 8050* for the full policy)

It is the policy of the College that all student-edited campus media publications have been established as designated public forums for student expression.

It is the College's intent student media will provide a full opportunity for its students to inquire, question, and exchange ideas and that they will strive to reflect all areas of student interest, including topics about which there may be dissent or controversy.

In student publications, both electronic and in print, content must follow the accepted ethics and standards of journalism and opinions must be disclaimed as not necessarily those of the College.

Tobacco Use Environment (Refer to APP 7155 for the full policy)

Southwestern Oregon Community College is committed to providing a safe and healthy environment for its employees, students, and visitors. Consequently, except in designated smoking areas, the use or carrying of any lighted smoking instrument in College buildings or on College premises, at events on College premises, or in College-owned, rented, or leased vehicles is prohibited. The distribution and/or sale of tobacco including any smoking device, is prohibited. For the purpose of this policy, "tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, e-cigarette, vaporizer pens, and any other smoking product; and smokeless or spit tobacco, also known as dip, chew, snuff or snus, in any form.

Coos Bay campus designated smoking areas

- 1- West side of parking lot 1.
- 2- South side of parking lot 2.
- 3- Southeast side of parking lot 3.
- 4- Student Housing parking lot (outside Trinidad Head)
- 5- Student Housing parking lot (outside Cape Arago)

The Brookings campus is a tobacco-free campus.

Chapter 3 – Laker Code

- Students have the responsibility to obey and follow the Laker Code, <u>College policy and procedures</u>, <u>Board policies</u>, the ASG bylaws, federal and state statutes, and city ordinances. The <u>ASG constitution</u> and <u>bylaws</u> and <u>College policy and procedures</u> shall provide means for student involvement.
- 2. Students are responsible for fulfilling the requirements of their courses
- Students are responsible for the effects of their decisions and behavior that becomes
 destructive to the educational goals and processes of Southwestern Oregon Community
 College.

The following activities may result in disciplinary action:

- 1. **Academic Plagiarism:** The intentional submission for evaluation to a College instructor or administrator of material based on ideas or work done by someone other than the submitter, without reasonable written documentation of material's original source.
- Academic Cheating: The intentional submission for evaluation to a College instructor or administrator of material based, in part, on a source or sources forbidden by generally accepted standards or by regulations established by the evaluator and disclosed in a reasonable manner.
- 3. **Animal Abuse:** Intentionally, knowingly, or recklessly causing physical injury to an animal in violation of ORS 167.
- 4. **Furnishing false information** to the College with the intent to deceive.
- 5. Forgery, alterations, or misuse of college documents, records, or identification cards.
- 6. **Detention, physical abuse, or conduct** that threatens imminent physical abuse of any person in the college community.
- 7. **Malicious destruction, damage, or misuse** of college or personal property on the college campus. College property is defined as all real and/or tangible property owned or controlled by the College, including but not limited to buildings, grounds, equipment, motor vehicles, library, or other instructional materials.
- 8. **Theft or extensive damage** to another's property at the College or College-related environment.
- 9. Hazing: Any initiation rites, on or off campus, involving any intentional action or situation that a reasonable person would foresee as causing mental or physical discomfort, embarrassment, or ridicule. Individual acceptance of or acquiescence to any activity that occurs during an initiation rite does not affect a determination of whether the activity constitutes hazing.
- 10. The possession, use, or threatened use of firearms, ammunition, knives, explosives, dangerous chemicals, or any other objects as weapons on College property, except as expressly authorized by law or institutional regulations. 5.014
- 11. The possession of alcoholic beverages or controlled substances on the College campus

- or any other facility that is rented, leased, owned, or occupied by the College at any time when classes or student activities are scheduled. *APP 7135*, *BP 7135*, *APP 10016*
- 12. **Sexual Harassment:** Repeated and unwanted sexual advances, requests for sexual favors, and other verbal and physical conduct which results in inhibition of unconstrained academic interchange or career advancement, or creates an intimidating, hostile, or offensive environment for one of the parties. <u>APP 7165</u>
- 13. Substantial and material interference with the operation of the College.
- 14. **Failure to comply** with the terms of any penalties applied under this Student Conduct Code.
- 15. **Disorderly Conduct**: Knowingly and intentionally engaging in violent, tumultuous, or threatening behavior which results in inconvenience, annoyance, or alarm, creates unreasonable noise, or disturbs any lawful assembly of persons.
- 16. **Eluding** or attempting to elude a College Campus Security officer who is pursuing official duty.

Additional Sanctioning Bodies:

- 1. Athletic Department: See current Athletic Handbook
- 2. Residence Life/Housing: See current Housing Page
- 3. Nursing Standards: See current Nursing Handbook
- OCCI: See current OCCI Handbook
- 5. Student Government (ASG): See current ASG Bylaws
- 6. Federal Financial Aid Regulations pertaining to drug convictions: Eligibility regarding drug convictions student is ineligible for financial aid if he/she has a drug conviction which is declared at the time student files the FAFSA. Ineligibility begins from date of conviction. Please note that this is a self-declaration when the student files the FAFSA.

Possible sanctions for violations of the Laker Code

The Dean of Students, Vice President of Student Services, or designee will be responsible for maintaining and disseminating a disciplinary procedure for imposing sanctions while ensuring a student's right to due process. The severity of the sanction(s) should reflect the severity of the violation and may be imposed singly or in any combination. Sanctions for violation(s) of the Laker Code (or any other violations of <u>Board policies</u> or <u>College administrative rules and regulations</u>) may include, but are not limited to, the following:

- Written Reprimand: Written warning that a student's conduct does not meet College standards and that continuation of such misconduct may result in further disciplinary action.
- 2. Disciplinary Probation: Imposition of a probationary status, for which further violations may result in additional disciplinary action, including suspension. Disciplinary probation may be imposed for any length of time up to one calendar year. The terms of the probation and conditions for ending it will be specified in a letter to the student.

Disciplinary probation may include referral for intervention, screening, and treatment in cases where use of alcohol or other controlled substances have impaired safety and judgment.

- 3. **Personal Mental Health Referral:** A sanction which may be invoked in circumstances where the student's behavior poses a potential threat to the campus community.
- 4. **Bar Against Re-Enrollment:** May be imposed on a student who has a disciplinary case pending or who fails to pay a debt to the College.
- 5. **Restitution**: Reimbursement for costs of damage to a person or property or for a misappropriation of property. Restitution may take the form of appropriate services to repair or otherwise compensate for damages. Restitution may be imposed in combination with any other penalty.
- 6. **Withholding of an Official Transcript:** May be imposed upon a student who fails to pay a debt to the College.
- 7. **Suspension from Rights and Privileges:** Imposes specific limitations on, or restrictions to, the status of a student's enrollment at the College.
- 8. **Suspension of Eligibility for Co-curricular Activities:** Prohibited from joining a recognized student organization and participating in activities or attending its meetings and/or from participating in official athletic or other co-curricular activities for any length of time up to one calendar year.
- 9. **Faculty may assign a failing grade:** for paper, test or course as a disciplinary action where appropriate. Faculty may also require a student to leave the classroom at any time for violations of the Laker Code.
 - **Readmission after Suspension:** When a student is suspended, the conditions for reenrollment must be met. The student will be required to meet with the Dean of Students, Vice President of Student Services, or designee prior to reenrollment, and to request reenrollment in writing. The Dean of Students, Vice President of Student Services, or designee will be responsible for determining if the conditions for reenrollment have been met and will provide the student, in writing, with the decision regarding the student's reentry into the College and the reasons for the decision.

NOTE: The parents or guardian of any dependent student under age 18 years of age who is placed on disciplinary probation, suspended, or expelled shall be notified.

Chapter 4 – Confidentiality

Confidentiality laws prohibit Southwestern Oregon Community College faculty and staff from discussing students' information with anyone, including parents and family members, without written consent.

What is FERPA?

Students' privacy is protected under the federal Family Educational Rights and Privacy Act, 20 U.P.S.C. Section 1232g; 34 CFR Part 99 (2000) and related state laws. SWOCC has developed procedures in accordance with the law. I Legal References: ORS 166.065, 341.290 (2) (3) (17), 659.850, 659.865, OAR 166-450-0000 to 0125, 589-010-0100, 589-002-0200 (1) (e), 591-004-0100 to 0750, 591-004-0500.

What does FERPA mean for college parents/advocates?

Generally, FERPA rules mean at the post-secondary level:

- Student academic information will be given to the student and not to the parents/advocates.
- College representatives are prohibited from discussing information about the student's academic record with parents/advocates.
- Parents and advocates do not have access to disability-related records unless the student provides express written consent.
- The only exception is in cases where a student is considered a threat to himself or others.

Chapter 5 – Audio Recording

Recording of classes at SWOCC is prohibited without written permission of the instructor. No instructor will be required to permit classroom recordings except under requirements of law, as detailed below. Any such recording properly approved in advance can be used solely for the student's own private study and not for commercial purposes or distribution outside of the class. Permission to allow the recording is not a transfer of any copyrights in the recording. Under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, students with disabilities who are unable to take or read notes have the right to audio record class lectures for their personal study only. Classes recorded for this purpose may not be shared with other people without the consent of the instructor. Information contained in the recorded lecture is protected under federal copyright laws and may not be published or quoted without the expressed consent of the instructor and without giving proper identity and credit to the instructor. *APP 4022*

Chapter 6 – Animals on Campus

(Refer to APP 8040 for the full policy)

While on the Southwestern Oregon Community College campus an animal's handler is responsible for the animal's behavior and containment, and the removal of the animal's waste. If the animal's behavior is deemed disruptive by College Administration to College programs, activities, or services, poses a threat to the health and/or safety of others, or displays threatening behavior, the animal must be removed from College grounds.

Service Animals

Service animals serving the disabled do not need prior permission to be on College property (leased or owned). Students with service animals must register their service animal with the Accessible Education office, or Executive Dean of Curry Campus.

Emotional Support and/or Companion Animals

Other animals such as emotional support animals (ESA) and companion animals are permitted on campus grounds (leased or owned), only when confined to a vehicle, cage, or on a leash of six feet or less, and kept under the physical control of the individual at all times.

ESA and companion animals are not allowed in buildings with the exception of the animal being brought into a facility for instructional or college sanctioned activities. Permission to bring ESA/Companion or other animals into campus buildings must be obtained from the Accessible Education office, or Executive Dean of Curry Campus before the animals may be brought into campus buildings. Once approval is granted, animals must be adequately cared for and appropriately secured.

Housing Students

Residents may not have animals live or visit them in their apartments without approval from the Accessible Education office. Animals include, but are not limited to, dogs, cats, birds, rodents, snakes, frogs, and lizards. Fish are permissible as pets, but the bowl or tank may not exceed five U.S. gallons. Housing typically fines residents \$50 for a Pets policy violation as well as the cost of additional cleaning, repair, furniture or carpet replacement, or extermination of pests. Housing will cite residents whom abuse, neglect, or abandon an animal in violation of Oregon Revised Statutes 167.310 to 167.390.

Chapter 7 – RAVE Alert System

The RAVE Alert System is a system for notifying students and college employees of an emergency on campus in the quickest way possible. When you register to receive RAVE Alerts, you will be notified via email or text.

RAVE alerts will be sent out when:

- There is an unexpected campus closure
- Your class is cancelled due to instructor illness or emergency
- A campus emergency occurs
- To relay important campus-wide information

You are strongly encouraged to register for this service.

You can register to receive alerts on the "Home" tab of <u>myLakerLink</u> by clicking on the "register" link under "Rave for Emergency Contact".

Chapter 8 - Acceptable Use of Technology

(Refer to <u>APP 5059</u> for the full policy)

The College community is encouraged to make use of Information Technologies in support of educational and administrative purposes. The College supports access to information with numerous views for the interest, information, and enlightenment of students, faculty, and staff.

Prohibited Use

The following behaviors are prohibited while using College Integrated Technology resources, including computers and networks owned or operated by the College, or to which the College is connected:

- 1. Modifying system or network facilities, or attempting to crash systems or networks;
- 2. Using personal software on College computers;
- **3.** Using network resources which inhibit or interfere with the use of the network by others.
- **4.** Using, duplicating, or transmitting copyrighted material without first obtaining the owner's permission, in any way that may reasonably be expected to constitute an infringement, or that exceeds the scope of a license, or violates other contracts;
- **5.** Tampering with software protections or restrictions placed on computer applications or files;
- **6.** Using College Integrated Technology resources for personal for-profit purposes;
- 7. Subverting restrictions associated with computer accounts;
- **8.** Using Integrated Technology resources to obtain unauthorized access to records, data, and other forms of information owned, used, possessed by, or pertaining to the College or individuals;
- **9.** Accessing another person's computer account without permission. Users may not supply false or misleading data, or improperly obtain another's password in order to gain access to computers or network systems, data or information. Obtaining access to an account name or password through the negligence or naiveté of another is considered to be a specifically prohibited use;
- **10.** Intentionally introducing computer viruses, worms, Trojan Horses, or other rogue programs into Integrated Technology resources that belong to, are licensed to, or are leased by the College or others;
- 11. Physically damaging Integrated Technology resources;
- **12**. Using, or encouraging others to use, Integrated Technology resources in any manner that would violate this or other College policies or any applicable state or federal law; and
- **13**. Falsely reporting or accusing another of conduct that violates these rules without a good faith basis for such an accusation;
- **14.** Intentional transmission or display of unwanted messages, information, or graphic images which create a hostile school or work environment for the recipient are inappropriate uses of College computer resources;

- **15**. Allowing non-approved users access to information on the College network that do not have a legitimate need and right to know specific information;
- 16. Sharing or allowing others to use your logon and password; and
- **17**. Connecting networking equipment including, but not limited to servers, routers, hubs and switches, and wireless access points to the campus network without written authorization from the Office of Integrated Technology and Services.

Chapter 9 – Campus Security

Campus Security officers are responsible for a wide range of services; protection of the campus peace and security, criminal activity suppression, crime report filing, criminal awareness counseling and presentation, preliminary fire and medical emergency inquiries and response, traffic accident investigation, drug and alcohol law violations, campus community patrols, and other public safety issues.

Time permitting, "courtesy assistance service" may be provided to members of the campus community in the form of vehicle battery charging and student and staff walkouts. To access this service, call the officers on duty at (541) 297-4200.

For crime prevention to be effective, the assistance of all campus members in the reporting of crimes or crimes in progress. If you see something suspicious or requiring a report call 9-1-1 and then Campus Security at (541) 297-4200 (duty officer's cell phone) for further instructions.

Campus Safety Crime Statistics

The Department of Campus Security's officers are responsible for public safety issues. Local Law enforcement provides additional coverage. For the most current crime statistics refer to SWOCC's Clery report at https://www.socc.edu/campus-security.

Emergencies - Medical

For a medical emergency, contact 9-1-1 immediately. Once 9-1-1 has been called, contact Campus Security at (541) 297-4200. Adults have the right to refuse medical transport. Emergency transportation must be provided by a licensed medical ambulance, a taxi, or a private vehicle driven by a family member or friend. Campus Security and college personnel are not authorized to transport individuals.

Parking

There are locations on campus that are designated as no parking, fire lane, and disabled parking; in these areas please adhere to the posted signs. Disabled students must display a valid DMV issued disabled parking placard.

Basic Rules for Parking and Safety

- Observe and obey all posted parking control signs.
- Park only in designated parking areas and marked spaces.
- Park only one vehicle per marked space.
- Do not block or obstruct other vehicles, campus roadways, thoroughfares or fire lanes; vehicles may be towed.

- Lock your vehicle doors and remove from sight any/all valuables: laptops, purses, cash, jewelry, backpacks, CDs, and books.
- Be responsible and respect the rights of others.

Student Housing

All residents must have a parking permit for any vehicle they park in the Housing parking lot. Housing provides one optional parking permit to each resident who has a vehicle registered in their name or in their parent's or guardian's name. The permit expires when the Room and Board Agreement has ended. Residents may not transfer the permit to another person

(Learn more about security at SWOCC by visiting https://www.socc.edu/campus-security)

Chapter 10 – Student Housing

Student Housing provides a safe academic environment for students living on campus. With capacity for more than 400 students, the apartment-style facility is ideal for personal growth and independence, social development, and academic progression.

Student Housing apartments are on campus, so residents can easily walk to classes and to the dining center in Empire Hall. Other conveniences on site include three laundry facilities, 24-hour computer lab, quiet study lounge, and clubhouse with a kitchen, large-screen TV, and recreational equipment. The apartments are within walking distance of supermarkets and restaurants.

One of the most valuable differences between Student Housing and off-campus housing are the nearly dozen Resident Assistants (RAs) who live with the residents. RAs are second-year (or greater) students who are trained to help students adapt to college life, mediate conflicts, enforce policies, and respond to emergencies. For more information, please visit the Student Housing website at https://www.socc.edu/why-swocc/student-housing/.

Housing Policies

Living in a community requires each member of the community to take responsibility for their personal safety, the security of their belongings, and the safety and respect of others. Students residing in student housing and their guest(s) are expected to abide by all policies outlined in the Room and Board Agreement. Students are expected to make their guest(s) aware of and ensure they follow these policies.

Roommate Agreement

Often roommates assume there is some kind of unwritten code that guides their behavior. It does not exist until the roommates create an actual roommate agreement that is unique to their living situation. Keep in mind that what works for one apartment may not work for another. In addition to spelling out how roommates will live with each other, an agreement provides an opportunity for residents to talk to each other. Finally, if you cannot resolve disagreements with your roommates or nobody wants to create a roommate agreement please contact a Resident Assistant or Student Housing. Resident Assistants will setup apartment meetings at the beginning of every term to establish apartment agreements.

Chapter 11 – Student Success Center

Stensland Hall 1st floor; (541) 888-7405; www.socc.edu/esps

The Student Success Center offers a variety of services to support students while attending Southwestern. Services include Academic Advising, Accessible Education office, Personal Counseling, Testing, Internships, and Career Advising.

Academic Advising

(541) 888-7405

All degree-seeking students are assigned an academic advisor.

• Counseling Services

(541) 888-7405

Career planning and exploration, educational advising, individual counseling, Human Development classes.

• Accessible Education office

(541) 888-7405

The Accessible Education office provides services to students with documented disabilities (physical or learning) to help them be successful in college.

• Internship & Cooperative Work Experience

(541) 888-7349

Internships give students an opportunity to gain valuable work experience and earn college credit at the same time.

• University Center

(541) 888-1518

The University Center assists and supports students who want to further their education by obtaining a bachelor's or graduate degree.

• Testing Services

Testing Services include placement tests and test proctoring.

Testing is available by appointment.

Chapter 12 – Laker Learning Commons

Tutoring and Writing Services

Tioga Hall 3rd floor; (541) 888-7234

The Laker Learning Commons is a place designed to meet all of Southwestern students' academic needs. The space boasts comfortable working stations, computers, quiet study rooms, high-speed internet and WIFI, couches and lounge chairs, and our supportive and helpful staff.

Campus Tutoring Services

If you're struggling with a class—don't give up! Our tutors are here to help you get through the quarter successfully. You can do this! We are here to help you.

Services for Students:

- Tutoring staff are highly qualified in a range of subject areas.
- Drop-in tutoring. No appointment necessary.

Tutoring services are free of charge!

Campus Writing Services

Our goal is to support students in all facets of the writing process and to help students become confident, independent writers. We assist students with the following: How to-understand a writing assignment, develop, focus, and organize ideas, create coherent paragraphs, integrate and document research, and find and fix grammatical errors.

Services for Students:

- One-on-one tutoring. Make an appointment here.
- Drop-in tutoring. No appointment necessary.
- Free Online Writing Assistance Form
- Writing services are free of charge!

Chapter 13 – TRIO Student Support Services

Randolph Hall; (541) 888-7419;

Student Support Services (SSS) is one of the federally funded TRIO programs for education. The goals of SSS are to help students graduate from Southwestern, to encourage students to transfer to a four-year college or university, and to assist with the transfer process. To be eligible for SSS, students must apply to the program and meet at least one of the following criteria: neither parent has a four-year (bachelor's) degree, meet the federal low income requirements for TRIO programs, or have a documented disability (physical or learning). SSS services are free and include tutoring, counseling, advising, campus visits to Oregon's four-year schools, cultural enrichment activities, and supplemental grant aid for qualified students.

Services for Students:

- Connect-to-Campus Program for new students
- Designated tutoring and study areas
- Personal, career, and academic advising
- Peer mentoring and tutoring
- Transfer assistance
- Campus visits to Oregon's four-year schools
- Cultural enrichment activities

Chapter 14 – Other Services and Support

Bookstore

Stensland Hall 1st floor; (541) 888-7264;

The Southwestern Bookstore has all the books and supplies you need to start classes. The Bookstore website is the best source for current information. You may purchase textbooks online and have them shipped to you, or reserved for store pick-up. A fax machine is available for students to send or receive information (541) 888-4905. Charges are made according to the destination or origination of the fax.

<u>Returns</u>

Returns meeting ALL of the following requirements are eligible for a full refund:

- The return is made during the first two weeks of the term for which the text was purchased.
- The text you are returning is for a class that you have dropped / changed or has been cancelled (you must provide proof of schedule change).
- The text is brought to the bookstore within one business day of the drop/change/cancellation.
- Text is brought to the bookstore with an original unaltered SWOCC Bookstore cash register receipt.
- Text MUST be in the original selling condition New text must be in new condition, no highlighting, no writing, no damage to cover or pages, shrink-wrap/bundled/or packaged books cannot be opened or altered, access codes/CD/other materials cannot be used or opened – used text cannot be returned if damaged *Sorry, NO EXCEPTIONS

Partial refund may be given if the text has been altered, this will be decided on a case-to-case basis. Returns made for other reasons must be completed within three business days of purchase, textbooks must be in the original selling condition and accompanied by an original unaltered SWOCC Bookstore cash register receipt. These returns will be charged a 15% restocking fee. Refunds can only be processed in the same tender as the purchase.

Book Buy Back

Sell your used textbooks for instant cash! Book buy-back is held during finals week of each term. Check the Bookstore or term schedule for exact times and dates.

Computer Labs

Tioga Hall 4th floor;

Southwestern has several instructional computer labs and one lab that is open for student use on a "drop in" basis. The open computer lab has IBM-compatible hardware and a variety of software. Computer labs are also available at the Southwestern facilities in Gold Beach and Brookings.

Dining Services

Empire Hall; (541) 888-7638;

Southwestern Oregon Community College (SWOCC) brought all of its foodservice in-house in September 2009. At that point the program came under the purview of the Oregon Coast Culinary Institute (OOCI). It is a program that provides competitive externship positions for the students of OCCI. The entire community of SWOCC benefits from this program as they are brought healthful food made from scratch everyday by the newest members of the culinary industry.

The dining hall (Empire Cafe) is open for breakfast, lunch, and dinner Monday through Friday. On Saturday and Sunday the dining hall opens in the afternoon for brunch and in the evening for dinner. Hours vary during holidays and in the summer. It is open to all students, staff members, and members of the public. If you live in Student Housing you are required to have a meal plan; the cost for this is already included in your room rate. Non-Housing Students can purchase a commuter meal plan; speak with a Dining Services employee for more information. Southwestern Dining Services will do its best to accommodate the special dietary requirements of students. If you have special needs in this area, arrangements should be made with the Housing Office prior to your arrival at Southwestern.

Financial Aid

Dellwood Hall Front Lobby; (541) 888-7324;

Various financial programs are available for students, including grants, scholarships, tuition waivers, student employment, and loans. Apply early; financial aid funds are often limited and awarded on a first-come, first-served basis. Refer to the College catalog and quarterly schedule for more information or visit the First Stop Center for policies, procedures and application processes.

First Stop Center

Dellwood Hall Front Lobby; (541) 888-7352; firststop@socc.edu

The First Stop Center provides a variety of services to students: general campus information, student employment services, payments for tuition and fees, admissions and registration, transcripts, and financial aid to help with the cost of college.

Library

Tioga Hall 2nd floor, (541) 888-7270;

The library provides resources to students, staff, and community members: COASTLINE (Coos County Library Network Online Catalog), reference materials, book collection, computer databases, periodicals, maps, videos, other audio-visual materials, Internet access, and other digital collections. A COASTLINE library card is required to check out materials. Items not available on COASTLINE can be borrowed from other libraries through interlibrary loans.

Student Recreation Center

(541) 888-7714;

The Student Recreation Center is a fitness and recreational facility for students and community members. It offers a state-of-the-art fitness center with a wide range of cardio equipment, circuit weight machines, free weight machines, barbells, and dumbbells. The Rec Center is also home to a collegiate-sized basketball court, racquetball court, game room, climbing wall, day-use locker rooms, and more! Students can enjoy the facility for free; community guests can utilize the facility by purchasing a Community Pass at the Rec Center front desk.

Student Supply Closet

Empire Hall 2nd floor (207)

The Student Supply Closet has free food, clothes, and other supplies for students. To access the closet see the Coordinator of Student life (Empire 205), or a member of Student Government (Empire 203).

Student Veteran's Center

Coaledo room (5)

The Student Veteran's Center is a comfortable and safe area that supports our student veterans while they fulfill their educational goals. In addition to computers, furniture, appliances, and supplies, the center is very welcoming and is significant in its therapeutic offerings for veterans suffering from PTSD and other disorders. The center is also unique in that it offers a full view of the outdoor space, Henry Hansen Union Square (the quad) from inside a quiet building, creating a perfect environment for veterans to study, relax, and reconnect with fellow veterans.

Chapter 15 – Graduation

Students earning an Associate's degree or a Certificate of Completion from Southwestern Oregon Community College must submit a *Graduation Application* for graduation. The application for degree or certificate is available in the lobby of Dellwood Hall or online. Official transcripts from accredited colleges and universities previously attended that apply toward a Southwestern degree or certificate must be on file with the Transcript Evaluator. All course work from other colleges will be included in the cumulative GPA regardless of applicability to current course work. The cumulative GPA, including transfer work, is used to determine eligibility for graduation honors. Final approval of the Application for a Degree or Certificate is given only after grades have been posted for the last term's work. Degrees or certificates are mailed to the students following this process and may take two to three months to receive.

Advisors are available to assist students in selecting course work that applies to the degree or certificate, but students have final responsibility for satisfying graduation requirements.

Chapter 16 – Grade Appeals

The purpose of the grade appeal process is to address concerns regarding the final grade in a class and is utilized for only that purpose. Students may not appeal disagreements with items such as teaching methodologies, attendance policies, or grade weighting methods.

After receiving final grades at the end of a term, students may decide to formally appeal a final grade. Students may appeal final course grades for the following reasons:¹

- Grade miscalculation
- Inconsistency between the grading policy written in the syllabus and what is practiced If a student chooses to pursue a final grade appeal, then the process must be completed the following term. The grade appeal process will be conducted as follows (0-6 weeks total):²
- Step 1. The student must meet with the instructor to discuss the final grade in dispute. This meeting must occur by the close of the business day on Friday of Week 2 of the subsequent term after the grade was posted. The meeting must be in a manner that is consistent with the course syllabus (in-person, telephone, or email). Students are encouraged to attempt to communicate with the instructor using multiple means, including in person, via telephone, and via email. Students are encouraged to review the syllabus to determine how to contact the instructor.
 - **a.** If the instructor cannot be reached, the student must contact the appropriate academic dean. It is the dean's responsibility to communicate the grade in dispute with the instructor, and set up a time to mediate a discussion between student and instructor.
 - **b.** If the student misses the period of time for which to pursue a grade appeal, she/he can still meet with the instructor and see if the grade dispute can be resolved informally. However, if the deadline has passed to proceed with the formal grade appeal process, the committee will not make exceptions to hear the appeal.
- **Step 2.** If Step 1 has been met (with the exception of 1b), and the dispute is not resolved, the student must complete the Grade Appeal Form to officially request a grade appeal hearing. This form must be completed and submitted to the appropriate academic dean **by the close of the business day on Friday of Week 3 of the subsequent term after the grade was posted**.
 - **a.** The academic dean is responsible for informing the instructor and the Academic Standards Committee of the request for a grade appeal within one business day of receiving the Grade Appeal Form.
 - **b.** The student must contact the Vice President of Enrollment and Student Services to seek an advocate for the grade appeal.
 - c. The faculty member may request a meeting with the student to be completed by the close of the business day on Friday of Week 4 of the subsequent term after the grade was posted. The dean or designee shall facilitate this meeting. The Vice President of Enrollment and Student Services or designee may accompany the

student at the student's request. The instructor may have a representative present as well.

Step 3. The Academic Standards Committee will conduct a formal grade appeal hearing by the close of the business day on Friday of Week 5 of the subsequent term after the grade was posted.

- Prior to the grade appeal hearing, the student must meet with the Vice President of Enrollment and Student Services for support and meeting preparation. The student must provide appropriate documentation for review.
- Prior to the grade appeal hearing, the instructor is encouraged to seek professional guidance for support and meeting preparation. The instructor must provide appropriate documentation to the Academic Standards Committee for review.
- **a.** Meeting participants include:
 - Student
 - Instructor
 - Dean
 - Vice President of Enrollment and Student Services
 - Academic Standards Committee members (quorum required)
- **b.** Student presents her/his case. Instructor will not be present during student's presentation.
- **c.** Instructor presents her/his case. Student will not be present during instructor's presentation.
- **d.** After presentations, the Academic Standards Committee will deliberate.
- Step 4. The Academic Standards Committee will reach a conclusion and provide written rationale to resolve the matter by the close of the business day on Friday of Week 6 of the subsequent term after the grade was posted. A completed Grade Appeal Form must be provided to the Office of Instruction and to the Registrar. The Office of Instruction must inform all parties of the decision.

Footnotes:

- 1. For issues outside of the reasons listed, refer to the student handbook or seek assistance from student services.
- 2. There is no current mechanism for handling spring term grade appeals during summer term. These grade appeals will be handled during fall term.

Grade Appeal Form

Step 1: to be completed by Student by end of Week 2

		dent by end			1	
Student ID			S	tudent Name		
Year & Term			Co	urse Number &		
real & Term				Section		
Course Title						
Instructor Name						
Reason for Grade Appeal	∐In		y be	tion tween the grad at is practiced	ing policy wi	ritten in the
				-Face / Telephor		
Meeting Informa	ation	Date:		Time:	Location:	
Meeting Outcome						
Step 2: to be complete		dent, Acade	mic I	Dean, and Instru	ctor by end o	f Week 3
I am pursuing this gro	ed by Stuc	l. I understo	and t	hat I will present	my case to th	ne Academic Standards
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Step 4: to be completed by Office of Instruction by end of Week 6

Date:	Date:	Date:	Date:	Date:
Student	Instructor	Academic Dean	Instruction	with Registral
outcome with	outcome with	outcome with	with Office of	with Registrar
Communicate	Communicate	Communicate	File Paperwork	File Paperwork

Chapter 17- Student Grievance Procedure

(Refer to procedure 9.070 for the full policy)

This grievance procedure is provided to insure that due process exists for those persons (students, staff or general public) who allege that their rights at Southwestern Oregon Community College have been denied, abused, or diminished. A grievance is a complaint, dispute, or misunderstanding that is alleged to have occurred when the College acted in a manner that denies, abuses or diminishes the person's rights and privileges, provided for in the written procedures of the College or guaranteed by State or Federal law. This includes, but is not limited to, allegations of discrimination (based on race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans), harassment or unfair treatment. The single point of contact for persons who allege that their rights at Southwestern Oregon Community College have been denied, abused, or diminished is the Vice President of Administrative Services, AAO/EEO. After an initial meeting with the complainant, the Vice President of Administrative Services, AAO/EEO will contact the appropriate College personnel and initiate an informal resolution process.

Complaints may be submitted online through <u>Incident Reporting-Maxient</u>. Employees receiving complaints must forward the complaint by entering it into the <u>Incident Reporting-Maxient</u>.



Student Handbook

SOUTHWESTERN OREGON COMMUNITY COLLEGE (SWOCC) www.socc.edu

Mission

Southwestern Oregon Community College supports student achievement by providing access to lifelong learning and community engagement in a sustainable manner.

Vision

Southwestern leads and inspires lifelong learning.

Southwestern Oregon Community College does not discriminate on the basis of race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans in employment, education, or activities as set forth in compliance with federal and state statutes and regulations.

Index

Chapter 1- Student Right to Know

Chapter 2- Student Rights and Responsibilities

Chapter 3- Laker Code

Chapter 4- Confidentiality

Chapter 5- Audio Recording

Chapter 6- Animals on Campus

Chapter 7- RAVE Alert System

Chapter 8- Acceptable Use of Technology

Chapter 9- Campus Security

Chapter 10- Housing

Chapter 11- Student Success Center

Chapter 12- Laker Learning Commons

Chapter 13- TRIO Student Support Services

Chapter 14- Other Services and Support

Chapter 15- Graduation

Chapter 16- Grade Appeals

Chapter 17- Student Grievance Procedure

Chapter 1 - Student Right to Know

In accordance with 34 CFR Part 668, you have the right to know certain information about Southwestern Oregon Community College, including a variety of academic information, financial assistance information, institutional information, information on completion or graduation rates, institutional security policies and crime statistics, and athletic program participation rates and financial support data.

Chapter 2 – Student Rights and Responsibilities

Southwestern Oregon Community College (SWOCC) students, as free citizens and members of a learning community, enjoy particular rights. Along with these rights is the responsibility to conduct oneself in accordance with the standards of the College that are designed to advance student learning. Although not all of these rights can be found in any document, it is important to note those that are most fundamental.

For a list of policies visit https://mylakerlink.socc.edu/ICS/Administrative Services).

Alcohol and Drug-Free (Refer to APP 7135 for the full policy)

It is the Administrative procedure of the Southwestern Oregon Community College District that the College is committed to the prevention of the misuse and abuse of alcohol and drugs by both students and employees. Drug and alcohol abuse is a significant public health problem which has spread throughout our society, affecting performance and productivity, as well as our level of general health. In addition, the use of alcohol and drugs can adversely affect an organization's level of safety as well as its public confidence and trust.

Southwestern Oregon Community College defines the following behaviors as violations of the standards of student conduct: The possession of alcoholic beverages or controlled substances on the College campus or any other facility that is rented, leased, owned or occupied by the College at any time when classes or student activities are scheduled, except as specifically approved by the College President or designee.

Sanctions which may be imposed on students for violations of the code include: disciplinary probation, temporary exclusion (removal from classes, privileges, or activities for a specified period), expulsion (termination of student status).

Equity and Inclusion

Students, their families, employees, and potential employees of the Southwestern Oregon Community College District are hereby notified that Southwestern Oregon Community College does not discriminate on the basis of race, color, religion, ethnicity, use of native language, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy, or any other status protected under applicable federal, state, or local laws.

Freedom of Association

Students shall be free to organize and join associations to promote their common interests subject to the following considerations.

- A. The membership, policies and actions of a student organization will be determined by vote of only those persons who are bona fide Southwestern Oregon Community College students.
- B. Affiliation with an extramural organization shall not of itself disqualify a student organization from institutional recognition.
- C. Each organization shall be free to select its own Southwestern Oregon Community College advisor. Advisors must be either contracted faculty or staff currently employed by SWOCC. SWOCC staff serves the college community when they accept the responsibility to advise and consult with student organizations to provide guidance to the group on college procedure and policy.
- D. Student organizations shall be required to submit a statement of purpose, criteria for membership, rules of procedures, a current list of officers, and a certified number of active members as a condition of institutional recognition.
- E. Campus organizations, including those affiliated with an extramural organization, shall be open to all students without respect to race, color, sexual orientation, marital and/or parental status, religion, national origin, age, mental/physical disability or learning disability, Vietnam era or disabled veteran status, or any other status protected under applicable federal, state, or local law. Disability consultations are available through the Office of Accessibility.

Freedom of Inquiry and Expression

Students shall be free to take exception with the information or views presented in any course without it affecting their grade as long as the disagreement is not disruptive to the instructional process. Students are responsible for learning the content of any course for which they have enrolled even if they disagree with the course content. Students and student organizations shall be free to examine and discuss all questions of interest to them, and to express opinions publicly and privately. They are free to support causes by orderly means that do not disrupt the regular and essential operation of the institution. At the same time, it should be made clear to the academic and the larger community that in their public expressions or demonstrations, students or student organizations speak only for themselves. Actions by individuals or groups to prevent the appearance of speakers who have been invited to the campus, and actions to obstruct or restrain other members of the academic community and campus visitors by physical force are subject to sanction.

Freedom to Participate in Institutional Governance

Student representation on selected SWOCC councils and committees provides an opportunity for students to participate in institutional governance.

Nondiscrimination/Nonharassment (*Refer to APP 7165 for the full policy*)

Southwestern Oregon Community College wishes to maintain a place of learning and work that is free of unlawful discrimination or harassment. The college prohibits discrimination or harassment based upon a person's race, color, religion, ethnicity, use of native language, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy, or any other status protected under applicable federal, state, or local laws.

Sexual Offender Registration

Anyone who is required to register as a sex offender under ORS 181.592-181.607 (sexual offender registration) or has been ordered by any court, parole board, or other public agency to not have contact with persons under the age of 18 must notify the Office of Administrative Services at Southwestern Oregon Community College (1988 Newmark Ave., Coos Bay OR 97420) in writing within one business day of registering for any class at the College.

Student Publications (*Refer to APP 8050* for the full policy)

It is the policy of the College that all student-edited campus media publications have been established as designated public forums for student expression.

It is the College's intent student media will provide a full opportunity for its students to inquire, question, and exchange ideas and that they will strive to reflect all areas of student interest, including topics about which there may be dissent or controversy.

In student publications, both electronic and in print, content must follow the accepted ethics and standards of journalism and opinions must be disclaimed as not necessarily those of the College.

Tobacco Use Environment (Refer to APP 7155 for the full policy)

Southwestern Oregon Community College is committed to providing a safe and healthy environment for its employees, students, and visitors. Consequently, except in designated smoking areas, the use or carrying of any lighted smoking instrument in College buildings or on College premises, at events on College premises, or in College-owned, rented, or leased vehicles is prohibited. The distribution and/or sale of tobacco including any smoking device, is prohibited. For the purpose of this policy, "tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, e-cigarette, vaporizer pens, and any other smoking product; and smokeless or spit tobacco, also known as dip, chew, snuff or snus, in any form.

Coos Bay campus designated smoking areas

- 1- West side of parking lot 1.
- 2- South side of parking lot 2.
- 3- Southeast side of parking lot 3.
- 4- Student Housing parking lot (outside Trinidad Head)
- 5- Student Housing parking lot (outside Cape Arago)

The Brookings campus is a tobacco-free campus.

Chapter 3 – Laker Code

- Students have the responsibility to obey and follow the Laker Code, <u>College policy and procedures</u>, <u>Board policies</u>, the ASG bylaws, federal and state statutes, and city ordinances. The <u>ASG constitution</u> and <u>bylaws</u> and <u>College policy and procedures</u> shall provide means for student involvement.
- 2. Students are responsible for fulfilling the requirements of their courses
- Students are responsible for the effects of their decisions and behavior that becomes
 destructive to the educational goals and processes of Southwestern Oregon Community
 College.

The following activities may result in disciplinary action:

- 1. **Academic Plagiarism:** The intentional submission for evaluation to a College instructor or administrator of material based on ideas or work done by someone other than the submitter, without reasonable written documentation of material's original source.
- Academic Cheating: The intentional submission for evaluation to a College instructor or administrator of material based, in part, on a source or sources forbidden by generally accepted standards or by regulations established by the evaluator and disclosed in a reasonable manner.
- 3. **Animal Abuse:** Intentionally, knowingly, or recklessly causing physical injury to an animal in violation of ORS 167.
- 4. **Furnishing false information** to the College with the intent to deceive.
- 5. Forgery, alterations, or misuse of college documents, records, or identification cards.
- 6. **Detention, physical abuse, or conduct** that threatens imminent physical abuse of any person in the college community.
- 7. **Malicious destruction, damage, or misuse** of college or personal property on the college campus. College property is defined as all real and/or tangible property owned or controlled by the College, including but not limited to buildings, grounds, equipment, motor vehicles, library, or other instructional materials.
- 8. **Theft or extensive damage** to another's property at the College or College-related environment.
- 9. Hazing: Any initiation rites, on or off campus, involving any intentional action or situation that a reasonable person would foresee as causing mental or physical discomfort, embarrassment, or ridicule. Individual acceptance of or acquiescence to any activity that occurs during an initiation rite does not affect a determination of whether the activity constitutes hazing.
- 10. The possession, use, or threatened use of firearms, ammunition, knives, explosives, dangerous chemicals, or any other objects as weapons on College property, except as expressly authorized by law or institutional regulations. 5.014
- 11. The possession of alcoholic beverages or controlled substances on the College campus

- or any other facility that is rented, leased, owned, or occupied by the College at any time when classes or student activities are scheduled. *APP 7135*, *BP 7135*, *APP 10016*
- 12. **Sexual Harassment:** Repeated and unwanted sexual advances, requests for sexual favors, and other verbal and physical conduct which results in inhibition of unconstrained academic interchange or career advancement, or creates an intimidating, hostile, or offensive environment for one of the parties. <u>APP 7165</u>
- 13. Substantial and material interference with the operation of the College.
- 14. **Failure to comply** with the terms of any penalties applied under this Student Conduct Code.
- 15. **Disorderly Conduct**: Knowingly and intentionally engaging in violent, tumultuous, or threatening behavior which results in inconvenience, annoyance, or alarm, creates unreasonable noise, or disturbs any lawful assembly of persons.
- 16. **Eluding** or attempting to elude a College Campus Security officer who is pursuing official duty.

Additional Sanctioning Bodies:

- 1. Athletic Department: See current Athletic Handbook
- 2. Residence Life/Housing: See current Housing Page
- 3. Nursing Standards: See current Nursing Handbook
- OCCI: See current OCCI Handbook
- 5. Student Government (ASG): See current ASG Bylaws
- 6. Federal Financial Aid Regulations pertaining to drug convictions: Eligibility regarding drug convictions student is ineligible for financial aid if he/she has a drug conviction which is declared at the time student files the FAFSA. Ineligibility begins from date of conviction. Please note that this is a self-declaration when the student files the FAFSA.

Possible sanctions for violations of the Laker Code

The Dean of Students, Vice President of Student Services, or designee will be responsible for maintaining and disseminating a disciplinary procedure for imposing sanctions while ensuring a student's right to due process. The severity of the sanction(s) should reflect the severity of the violation and may be imposed singly or in any combination. Sanctions for violation(s) of the Laker Code (or any other violations of <u>Board policies</u> or <u>College administrative rules and regulations</u>) may include, but are not limited to, the following:

- Written Reprimand: Written warning that a student's conduct does not meet College standards and that continuation of such misconduct may result in further disciplinary action.
- 2. Disciplinary Probation: Imposition of a probationary status, for which further violations may result in additional disciplinary action, including suspension. Disciplinary probation may be imposed for any length of time up to one calendar year. The terms of the probation and conditions for ending it will be specified in a letter to the student.

Disciplinary probation may include referral for intervention, screening, and treatment in cases where use of alcohol or other controlled substances have impaired safety and judgment.

- 3. **Personal Mental Health Referral:** A sanction which may be invoked in circumstances where the student's behavior poses a potential threat to the campus community.
- 4. **Bar Against Re-Enrollment:** May be imposed on a student who has a disciplinary case pending or who fails to pay a debt to the College.
- 5. **Restitution**: Reimbursement for costs of damage to a person or property or for a misappropriation of property. Restitution may take the form of appropriate services to repair or otherwise compensate for damages. Restitution may be imposed in combination with any other penalty.
- 6. **Withholding of an Official Transcript:** May be imposed upon a student who fails to pay a debt to the College.
- 7. **Suspension from Rights and Privileges:** Imposes specific limitations on, or restrictions to, the status of a student's enrollment at the College.
- 8. **Suspension of Eligibility for Co-curricular Activities:** Prohibited from joining a recognized student organization and participating in activities or attending its meetings and/or from participating in official athletic or other co-curricular activities for any length of time up to one calendar year.
- 9. **Faculty may assign a failing grade:** for paper, test or course as a disciplinary action where appropriate. Faculty may also require a student to leave the classroom at any time for violations of the Laker Code.
 - **Readmission after Suspension:** When a student is suspended, the conditions for reenrollment must be met. The student will be required to meet with the Dean of Students, Vice President of Student Services, or designee prior to reenrollment, and to request reenrollment in writing. The Dean of Students, Vice President of Student Services, or designee will be responsible for determining if the conditions for reenrollment have been met and will provide the student, in writing, with the decision regarding the student's reentry into the College and the reasons for the decision.

NOTE: The parents or guardian of any dependent student under age 18 years of age who is placed on disciplinary probation, suspended, or expelled shall be notified.

Chapter 4 – Confidentiality

Confidentiality laws prohibit Southwestern Oregon Community College faculty and staff from discussing students' information with anyone, including parents and family members, without written consent.

What is FERPA?

Students' privacy is protected under the federal Family Educational Rights and Privacy Act, 20 U.P.S.C. Section 1232g; 34 CFR Part 99 (2000) and related state laws. SWOCC has developed procedures in accordance with the law. I Legal References: ORS 166.065, 341.290 (2) (3) (17), 659.850, 659.865, OAR 166-450-0000 to 0125, 589-010-0100, 589-002-0200 (1) (e), 591-004-0100 to 0750, 591-004-0500.

What does FERPA mean for college parents/advocates?

Generally, FERPA rules mean at the post-secondary level:

- Student academic information will be given to the student and not to the parents/advocates.
- College representatives are prohibited from discussing information about the student's academic record with parents/advocates.
- Parents and advocates do not have access to disability-related records unless the student provides express written consent.
- The only exception is in cases where a student is considered a threat to himself or others.

Chapter 5 – Audio Recording

Recording of classes at SWOCC is prohibited without written permission of the instructor. No instructor will be required to permit classroom recordings except under requirements of law, as detailed below. Any such recording properly approved in advance can be used solely for the student's own private study and not for commercial purposes or distribution outside of the class. Permission to allow the recording is not a transfer of any copyrights in the recording. Under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, students with disabilities who are unable to take or read notes have the right to audio record class lectures for their personal study only. Classes recorded for this purpose may not be shared with other people without the consent of the instructor. Information contained in the recorded lecture is protected under federal copyright laws and may not be published or quoted without the expressed consent of the instructor and without giving proper identity and credit to the instructor. *APP 4022*

Chapter 6 – Animals on Campus

(Refer to APP 8040 for the full policy)

While on the Southwestern Oregon Community College campus an animal's handler is responsible for the animal's behavior and containment, and the removal of the animal's waste. If the animal's behavior is deemed disruptive by College Administration to College programs, activities, or services, poses a threat to the health and/or safety of others, or displays threatening behavior, the animal must be removed from College grounds.

Service Animals

Service animals serving the disabled do not need prior permission to be on College property (leased or owned). Students with service animals must register their service animal with the Accessible Education office, or Executive Dean of Curry Campus.

Emotional Support and/or Companion Animals

Other animals such as emotional support animals (ESA) and companion animals are permitted on campus grounds (leased or owned), only when confined to a vehicle, cage, or on a leash of six feet or less, and kept under the physical control of the individual at all times.

ESA and companion animals are not allowed in buildings with the exception of the animal being brought into a facility for instructional or college sanctioned activities. Permission to bring ESA/Companion or other animals into campus buildings must be obtained from the Accessible Education office, or Executive Dean of Curry Campus before the animals may be brought into campus buildings. Once approval is granted, animals must be adequately cared for and appropriately secured.

Housing Students

Residents may not have animals live or visit them in their apartments without approval from the Accessible Education office. Animals include, but are not limited to, dogs, cats, birds, rodents, snakes, frogs, and lizards. Fish are permissible as pets, but the bowl or tank may not exceed five U.S. gallons. Housing typically fines residents \$50 for a Pets policy violation as well as the cost of additional cleaning, repair, furniture or carpet replacement, or extermination of pests. Housing will cite residents whom abuse, neglect, or abandon an animal in violation of Oregon Revised Statutes 167.310 to 167.390.

Chapter 7 – RAVE Alert System

The RAVE Alert System is a system for notifying students and college employees of an emergency on campus in the quickest way possible. When you register to receive RAVE Alerts, you will be notified via email or text.

RAVE alerts will be sent out when:

- There is an unexpected campus closure
- Your class is cancelled due to instructor illness or emergency
- A campus emergency occurs
- To relay important campus-wide information

You are strongly encouraged to register for this service.

You can register to receive alerts on the "Home" tab of <u>myLakerLink</u> by clicking on the "register" link under "Rave for Emergency Contact".

Chapter 8 - Acceptable Use of Technology

(Refer to <u>APP 5059</u> for the full policy)

The College community is encouraged to make use of Information Technologies in support of educational and administrative purposes. The College supports access to information with numerous views for the interest, information, and enlightenment of students, faculty, and staff.

Prohibited Use

The following behaviors are prohibited while using College Integrated Technology resources, including computers and networks owned or operated by the College, or to which the College is connected:

- 1. Modifying system or network facilities, or attempting to crash systems or networks;
- 2. Using personal software on College computers;
- **3.** Using network resources which inhibit or interfere with the use of the network by others.
- **4.** Using, duplicating, or transmitting copyrighted material without first obtaining the owner's permission, in any way that may reasonably be expected to constitute an infringement, or that exceeds the scope of a license, or violates other contracts;
- **5.** Tampering with software protections or restrictions placed on computer applications or files;
- **6.** Using College Integrated Technology resources for personal for-profit purposes;
- 7. Subverting restrictions associated with computer accounts;
- **8.** Using Integrated Technology resources to obtain unauthorized access to records, data, and other forms of information owned, used, possessed by, or pertaining to the College or individuals:
- **9.** Accessing another person's computer account without permission. Users may not supply false or misleading data, or improperly obtain another's password in order to gain access to computers or network systems, data or information. Obtaining access to an account name or password through the negligence or naiveté of another is considered to be a specifically prohibited use;
- **10.** Intentionally introducing computer viruses, worms, Trojan Horses, or other rogue programs into Integrated Technology resources that belong to, are licensed to, or are leased by the College or others;
- 11. Physically damaging Integrated Technology resources;
- **12**. Using, or encouraging others to use, Integrated Technology resources in any manner that would violate this or other College policies or any applicable state or federal law; and
- **13**. Falsely reporting or accusing another of conduct that violates these rules without a good faith basis for such an accusation;
- **14.** Intentional transmission or display of unwanted messages, information, or graphic images which create a hostile school or work environment for the recipient are inappropriate uses of College computer resources;

- **15**. Allowing non-approved users access to information on the College network that do not have a legitimate need and right to know specific information;
- 16. Sharing or allowing others to use your logon and password; and
- **17**. Connecting networking equipment including, but not limited to servers, routers, hubs and switches, and wireless access points to the campus network without written authorization from the Office of Integrated Technology and Services.

Chapter 9 – Campus Security

Campus Security officers are responsible for a wide range of services; protection of the campus peace and security, criminal activity suppression, crime report filing, criminal awareness counseling and presentation, preliminary fire and medical emergency inquiries and response, traffic accident investigation, drug and alcohol law violations, campus community patrols, and other public safety issues.

Time permitting, "courtesy assistance service" may be provided to members of the campus community in the form of vehicle battery charging and student and staff walkouts. To access this service, call the officers on duty at (541) 297-4200.

For crime prevention to be effective, the assistance of all campus members in the reporting of crimes or crimes in progress. If you see something suspicious or requiring a report call 9-1-1 and then Campus Security at (541) 297-4200 (duty officer's cell phone) for further instructions.

Campus Safety Crime Statistics

The Department of Campus Security's officers are responsible for public safety issues. Local Law enforcement provides additional coverage. For the most current crime statistics refer to SWOCC's Clery report at https://www.socc.edu/campus-security.

Emergencies - Medical

For a medical emergency, contact 9-1-1 immediately. Once 9-1-1 has been called, contact Campus Security at (541) 297-4200. Adults have the right to refuse medical transport. Emergency transportation must be provided by a licensed medical ambulance, a taxi, or a private vehicle driven by a family member or friend. Campus Security and college personnel are not authorized to transport individuals.

Parking

There are locations on campus that are designated as no parking, fire lane, and disabled parking; in these areas please adhere to the posted signs. Disabled students must display a valid DMV issued disabled parking placard.

Basic Rules for Parking and Safety

- Observe and obey all posted parking control signs.
- Park only in designated parking areas and marked spaces.
- Park only one vehicle per marked space.
- Do not block or obstruct other vehicles, campus roadways, thoroughfares or fire lanes; vehicles may be towed.

- Lock your vehicle doors and remove from sight any/all valuables: laptops, purses, cash, jewelry, backpacks, CDs, and books.
- Be responsible and respect the rights of others.

Student Housing

All residents must have a parking permit for any vehicle they park in the Housing parking lot. Housing provides one optional parking permit to each resident who has a vehicle registered in their name or in their parent's or guardian's name. The permit expires when the Room and Board Agreement has ended. Residents may not transfer the permit to another person

(Learn more about security at SWOCC by visiting https://www.socc.edu/campus-security)

Chapter 10 – Student Housing

Student Housing provides a safe academic environment for students living on campus. With capacity for more than 400 students, the apartment-style facility is ideal for personal growth and independence, social development, and academic progression.

Student Housing apartments are on campus, so residents can easily walk to classes and to the dining center in Empire Hall. Other conveniences on site include three laundry facilities, 24-hour computer lab, quiet study lounge, and clubhouse with a kitchen, large-screen TV, and recreational equipment. The apartments are within walking distance of supermarkets and restaurants.

One of the most valuable differences between Student Housing and off-campus housing are the nearly dozen Resident Assistants (RAs) who live with the residents. RAs are second-year (or greater) students who are trained to help students adapt to college life, mediate conflicts, enforce policies, and respond to emergencies. For more information, please visit the Student Housing website at https://www.socc.edu/why-swocc/student-housing/.

Housing Policies

Living in a community requires each member of the community to take responsibility for their personal safety, the security of their belongings, and the safety and respect of others. Students residing in student housing and their guest(s) are expected to abide by all policies outlined in the Room and Board Agreement. Students are expected to make their guest(s) aware of and ensure they follow these policies.

Roommate Agreement

Often roommates assume there is some kind of unwritten code that guides their behavior. It does not exist until the roommates create an actual roommate agreement that is unique to their living situation. Keep in mind that what works for one apartment may not work for another. In addition to spelling out how roommates will live with each other, an agreement provides an opportunity for residents to talk to each other. Finally, if you cannot resolve disagreements with your roommates or nobody wants to create a roommate agreement please contact a Resident Assistant or Student Housing. Resident Assistants will setup apartment meetings at the beginning of every term to establish apartment agreements.

Chapter 11 – Student Success Center

Stensland Hall 1st floor; (541) 888-7405; www.socc.edu/esps

The Student Success Center offers a variety of services to support students while attending Southwestern. Services include Academic Advising, Accessible Education office, Personal Counseling, Testing, Internships, and Career Advising.

Academic Advising

(541) 888-7405

All degree-seeking students are assigned an academic advisor.

• Counseling Services

(541) 888-7405

Career planning and exploration, educational advising, individual counseling, Human Development classes.

• Accessible Education office

(541) 888-7405

The Accessible Education office provides services to students with documented disabilities (physical or learning) to help them be successful in college.

• Internship & Cooperative Work Experience

(541) 888-7349

Internships give students an opportunity to gain valuable work experience and earn college credit at the same time.

• University Center

(541) 888-1518

The University Center assists and supports students who want to further their education by obtaining a bachelor's or graduate degree.

• Testing Services

Testing Services include placement tests and test proctoring.

Testing is available by appointment.

Chapter 12 – Laker Learning Commons

Tutoring and Writing Services

Tioga Hall 3rd floor; (541) 888-7234

The Laker Learning Commons is a place designed to meet all of Southwestern students' academic needs. The space boasts comfortable working stations, computers, quiet study rooms, high-speed internet and WIFI, couches and lounge chairs, and our supportive and helpful staff.

Campus Tutoring Services

If you're struggling with a class—don't give up! Our tutors are here to help you get through the quarter successfully. You can do this! We are here to help you.

Services for Students:

- Tutoring staff are highly qualified in a range of subject areas.
- Drop-in tutoring. No appointment necessary.

Tutoring services are free of charge!

Campus Writing Services

Our goal is to support students in all facets of the writing process and to help students become confident, independent writers. We assist students with the following: How to-understand a writing assignment, develop, focus, and organize ideas, create coherent paragraphs, integrate and document research, and find and fix grammatical errors.

Services for Students:

- One-on-one tutoring. Make an appointment here.
- Drop-in tutoring. No appointment necessary.
- Free Online Writing Assistance Form
- Writing services are free of charge!

Chapter 13 – TRIO Student Support Services

Randolph Hall; (541) 888-7419;

Student Support Services (SSS) is one of the federally funded TRIO programs for education. The goals of SSS are to help students graduate from Southwestern, to encourage students to transfer to a four-year college or university, and to assist with the transfer process. To be eligible for SSS, students must apply to the program and meet at least one of the following criteria: neither parent has a four-year (bachelor's) degree, meet the federal low income requirements for TRIO programs, or have a documented disability (physical or learning). SSS services are free and include tutoring, counseling, advising, campus visits to Oregon's four-year schools, cultural enrichment activities, and supplemental grant aid for qualified students.

Services for Students:

- Connect-to-Campus Program for new students
- Designated tutoring and study areas
- Personal, career, and academic advising
- Peer mentoring and tutoring
- Transfer assistance
- Campus visits to Oregon's four-year schools
- Cultural enrichment activities

Chapter 14 – Other Services and Support

Bookstore

Stensland Hall 1st floor; (541) 888-7264;

The Southwestern Bookstore has all the books and supplies you need to start classes. The Bookstore website is the best source for current information. You may purchase textbooks online and have them shipped to you, or reserved for store pick-up. A fax machine is available for students to send or receive information (541) 888-4905. Charges are made according to the destination or origination of the fax.

<u>Returns</u>

Returns meeting ALL of the following requirements are eligible for a full refund:

- The return is made during the first two weeks of the term for which the text was purchased.
- The text you are returning is for a class that you have dropped / changed or has been cancelled (you must provide proof of schedule change).
- The text is brought to the bookstore within one business day of the drop/change/cancellation.
- Text is brought to the bookstore with an original unaltered SWOCC Bookstore cash register receipt.
- Text MUST be in the original selling condition New text must be in new condition, no highlighting, no writing, no damage to cover or pages, shrink-wrap/bundled/or packaged books cannot be opened or altered, access codes/CD/other materials cannot be used or opened – used text cannot be returned if damaged *Sorry, NO EXCEPTIONS

Partial refund may be given if the text has been altered, this will be decided on a case-to-case basis. Returns made for other reasons must be completed within three business days of purchase, textbooks must be in the original selling condition and accompanied by an original unaltered SWOCC Bookstore cash register receipt. These returns will be charged a 15% restocking fee. Refunds can only be processed in the same tender as the purchase.

Book Buy Back

Sell your used textbooks for instant cash! Book buy-back is held during finals week of each term. Check the Bookstore or term schedule for exact times and dates.

Computer Labs

Tioga Hall 4th floor;

Southwestern has several instructional computer labs and one lab that is open for student use on a "drop in" basis. The open computer lab has IBM-compatible hardware and a variety of software. Computer labs are also available at the Southwestern facilities in Gold Beach and Brookings.

Dining Services

Empire Hall; (541) 888-7638;

Southwestern Oregon Community College (SWOCC) brought all of its foodservice in-house in September 2009. At that point the program came under the purview of the Oregon Coast Culinary Institute (OOCI). It is a program that provides competitive externship positions for the students of OCCI. The entire community of SWOCC benefits from this program as they are brought healthful food made from scratch everyday by the newest members of the culinary industry.

The dining hall (Empire Cafe) is open for breakfast, lunch, and dinner Monday through Friday. On Saturday and Sunday the dining hall opens in the afternoon for brunch and in the evening for dinner. Hours vary during holidays and in the summer. It is open to all students, staff members, and members of the public. If you live in Student Housing you are required to have a meal plan; the cost for this is already included in your room rate. Non-Housing Students can purchase a commuter meal plan; speak with a Dining Services employee for more information. Southwestern Dining Services will do its best to accommodate the special dietary requirements of students. If you have special needs in this area, arrangements should be made with the Housing Office prior to your arrival at Southwestern.

Financial Aid

Dellwood Hall Front Lobby; (541) 888-7324;

Various financial programs are available for students, including grants, scholarships, tuition waivers, student employment, and loans. Apply early; financial aid funds are often limited and awarded on a first-come, first-served basis. Refer to the College catalog and quarterly schedule for more information or visit the First Stop Center for policies, procedures and application processes.

First Stop Center

Dellwood Hall Front Lobby; (541) 888-7352; firststop@socc.edu

The First Stop Center provides a variety of services to students: general campus information, student employment services, payments for tuition and fees, admissions and registration, transcripts, and financial aid to help with the cost of college.

Library

Tioga Hall 2nd floor, (541) 888-7270;

The library provides resources to students, staff, and community members: COASTLINE (Coos County Library Network Online Catalog), reference materials, book collection, computer databases, periodicals, maps, videos, other audio-visual materials, Internet access, and other digital collections. A COASTLINE library card is required to check out materials. Items not available on COASTLINE can be borrowed from other libraries through interlibrary loans.

Student Recreation Center

(541) 888-7714;

The Student Recreation Center is a fitness and recreational facility for students and community members. It offers a state-of-the-art fitness center with a wide range of cardio equipment, circuit weight machines, free weight machines, barbells, and dumbbells. The Rec Center is also home to a collegiate-sized basketball court, racquetball court, game room, climbing wall, day-use locker rooms, and more! Students can enjoy the facility for free; community guests can utilize the facility by purchasing a Community Pass at the Rec Center front desk.

Student Supply Closet

Empire Hall 2nd floor (207)

The Student Supply Closet has free food, clothes, and other supplies for students. To access the closet see the Coordinator of Student life (Empire 205), or a member of Student Government (Empire 203).

Student Veteran's Center

Coaledo room (5)

The Student Veteran's Center is a comfortable and safe area that supports our student veterans while they fulfill their educational goals. In addition to computers, furniture, appliances, and supplies, the center is very welcoming and is significant in its therapeutic offerings for veterans suffering from PTSD and other disorders. The center is also unique in that it offers a full view of the outdoor space, Henry Hansen Union Square (the quad) from inside a quiet building, creating a perfect environment for veterans to study, relax, and reconnect with fellow veterans.

Chapter 15 – Graduation

Students earning an Associate's degree or a Certificate of Completion from Southwestern Oregon Community College must submit a *Graduation Application* for graduation. The application for degree or certificate is available in the lobby of Dellwood Hall or online. Official transcripts from accredited colleges and universities previously attended that apply toward a Southwestern degree or certificate must be on file with the Transcript Evaluator. All course work from other colleges will be included in the cumulative GPA regardless of applicability to current course work. The cumulative GPA, including transfer work, is used to determine eligibility for graduation honors. Final approval of the Application for a Degree or Certificate is given only after grades have been posted for the last term's work. Degrees or certificates are mailed to the students following this process and may take two to three months to receive.

Advisors are available to assist students in selecting course work that applies to the degree or certificate, but students have final responsibility for satisfying graduation requirements.

Chapter 16 – Grade Appeals

The purpose of the grade appeal process is to address concerns regarding the final grade in a class and is utilized for only that purpose. Students may not appeal disagreements with items such as teaching methodologies, attendance policies, or grade weighting methods.

After receiving final grades at the end of a term, students may decide to formally appeal a final grade. Students may appeal final course grades for the following reasons:¹

- Grade miscalculation
- Inconsistency between the grading policy written in the syllabus and what is practiced If a student chooses to pursue a final grade appeal, then the process must be completed the following term. The grade appeal process will be conducted as follows (0-6 weeks total):²
- Step 1. The student must meet with the instructor to discuss the final grade in dispute. This meeting must occur by the close of the business day on Friday of Week 2 of the subsequent term after the grade was posted. The meeting must be in a manner that is consistent with the course syllabus (in-person, telephone, or email). Students are encouraged to attempt to communicate with the instructor using multiple means, including in person, via telephone, and via email. Students are encouraged to review the syllabus to determine how to contact the instructor.
 - **a.** If the instructor cannot be reached, the student must contact the appropriate academic dean. It is the dean's responsibility to communicate the grade in dispute with the instructor, and set up a time to mediate a discussion between student and instructor.
 - **b.** If the student misses the period of time for which to pursue a grade appeal, she/he can still meet with the instructor and see if the grade dispute can be resolved informally. However, if the deadline has passed to proceed with the formal grade appeal process, the committee will not make exceptions to hear the appeal.
- **Step 2.** If Step 1 has been met (with the exception of 1b), and the dispute is not resolved, the student must complete the Grade Appeal Form to officially request a grade appeal hearing. This form must be completed and submitted to the appropriate academic dean **by the close of the business day on Friday of Week 3 of the subsequent term after the grade was posted**.
 - **a.** The academic dean is responsible for informing the instructor and the Academic Standards Committee of the request for a grade appeal within one business day of receiving the Grade Appeal Form.
 - **b.** The student must contact the Vice President of Enrollment and Student Services to seek an advocate for the grade appeal.
 - c. The faculty member may request a meeting with the student to be completed by the close of the business day on Friday of Week 4 of the subsequent term after the grade was posted. The dean or designee shall facilitate this meeting. The Vice President of Enrollment and Student Services or designee may accompany the

student at the student's request. The instructor may have a representative present as well.

Step 3. The Academic Standards Committee will conduct a formal grade appeal hearing by the close of the business day on Friday of Week 5 of the subsequent term after the grade was posted.

- Prior to the grade appeal hearing, the student must meet with the Vice President of Enrollment and Student Services for support and meeting preparation. The student must provide appropriate documentation for review.
- Prior to the grade appeal hearing, the instructor is encouraged to seek professional guidance for support and meeting preparation. The instructor must provide appropriate documentation to the Academic Standards Committee for review.
- **a.** Meeting participants include:
 - Student
 - Instructor
 - Dean
 - Vice President of Enrollment and Student Services
 - Academic Standards Committee members (quorum required)
- **b.** Student presents her/his case. Instructor will not be present during student's presentation.
- **c.** Instructor presents her/his case. Student will not be present during instructor's presentation.
- **d.** After presentations, the Academic Standards Committee will deliberate.
- Step 4. The Academic Standards Committee will reach a conclusion and provide written rationale to resolve the matter by the close of the business day on Friday of Week 6 of the subsequent term after the grade was posted. A completed Grade Appeal Form must be provided to the Office of Instruction and to the Registrar. The Office of Instruction must inform all parties of the decision.

Footnotes:

- 1. For issues outside of the reasons listed, refer to the student handbook or seek assistance from student services.
- 2. There is no current mechanism for handling spring term grade appeals during summer term. These grade appeals will be handled during fall term.

Grade Appeal Form

Step 1: to be completed by Student by end of Week 2

i	1	lent by end				
Student ID			S	tudent Name		
Vear & Term		Coı	urse Number &			
Year & Term			Section			
Course Title						
Instructor Name						
Reason for Grade Appeal	∐In		y be	tion tween the grad at is practiced	ing policy wri	tten in the
			ce-to	-Face / Telephor		
Meeting Information		Date:		Time:	Location:	
Meeting Outcome						
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		lent, Acade	emic [Dean, and Instru	ctor by end of	Week 3
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Step 4: to be completed by Office of Instruction by end of Week 6

Date:	Date:	Date:	Date:	Date:
Student	Instructor	Academic Dean	Instruction	with Registral
outcome with	outcome with outcome with		with Office of	with Registrar
Communicate	Communicate	Communicate	File Paperwork	File Paperwork

Chapter 17- Student Grievance Procedure

(Refer to procedure 9.070 for the full policy)

This grievance procedure is provided to insure that due process exists for those persons (students, staff or general public) who allege that their rights at Southwestern Oregon Community College have been denied, abused, or diminished. A grievance is a complaint, dispute, or misunderstanding that is alleged to have occurred when the College acted in a manner that denies, abuses or diminishes the person's rights and privileges, provided for in the written procedures of the College or guaranteed by State or Federal law. This includes, but is not limited to, allegations of discrimination (based on race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans), harassment or unfair treatment. The single point of contact for persons who allege that their rights at Southwestern Oregon Community College have been denied, abused, or diminished is the Vice President of Administrative Services, AAO/EEO. After an initial meeting with the complainant, the Vice President of Administrative Services, AAO/EEO will contact the appropriate College personnel and initiate an informal resolution process.

Complaints may be submitted online through <u>Incident Reporting-Maxient</u>. Employees receiving complaints must forward the complaint by entering it into the <u>Incident Reporting-Maxient</u>.



Student Handbook

SOUTHWESTERN OREGON COMMUNITY COLLEGE (SWOCC) www.socc.edu

Mission

Southwestern Oregon Community College supports student achievement by providing access to lifelong learning and community engagement in a sustainable manner.

Vision

Southwestern leads and inspires lifelong learning.

Southwestern Oregon Community College does not discriminate on the basis of race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans in employment, education, or activities as set forth in compliance with federal and state statutes and regulations.

Index

Chapter 1- Student Right to Know

Chapter 2- Student Rights and Responsibilities

Chapter 3- Laker Code

Chapter 4- Confidentiality

Chapter 5- Audio Recording

Chapter 6- Animals on Campus

Chapter 7- RAVE Alert System

Chapter 8- Acceptable Use of Technology

Chapter 9- Campus Security

Chapter 10- Housing

Chapter 11- Student Success Center

Chapter 12- Laker Learning Commons

Chapter 13- TRIO Student Support Services

Chapter 14- Other Services and Support

Chapter 15- Graduation

Chapter 16- Grade Appeals

Chapter 17- Student Grievance Procedure

Chapter 1 - Student Right to Know

In accordance with 34 CFR Part 668, you have the right to know certain information about Southwestern Oregon Community College, including a variety of academic information, financial assistance information, institutional information, information on completion or graduation rates, institutional security policies and crime statistics, and athletic program participation rates and financial support data.

Chapter 2 – Student Rights and Responsibilities

Southwestern Oregon Community College (SWOCC) students, as free citizens and members of a learning community, enjoy particular rights. Along with these rights is the responsibility to conduct oneself in accordance with the standards of the College that are designed to advance student learning. Although not all of these rights can be found in any document, it is important to note those that are most fundamental.

For a list of policies visit https://mylakerlink.socc.edu/ICS/Administrative Services).

Alcohol and Drug-Free (Refer to APP 7135 for the full policy)

It is the Administrative procedure of the Southwestern Oregon Community College District that the College is committed to the prevention of the misuse and abuse of alcohol and drugs by both students and employees. Drug and alcohol abuse is a significant public health problem which has spread throughout our society, affecting performance and productivity, as well as our level of general health. In addition, the use of alcohol and drugs can adversely affect an organization's level of safety as well as its public confidence and trust.

Southwestern Oregon Community College defines the following behaviors as violations of the standards of student conduct: The possession of alcoholic beverages or controlled substances on the College campus or any other facility that is rented, leased, owned or occupied by the College at any time when classes or student activities are scheduled, except as specifically approved by the College President or designee.

Sanctions which may be imposed on students for violations of the code include: disciplinary probation, temporary exclusion (removal from classes, privileges, or activities for a specified period), expulsion (termination of student status).

Equity and Inclusion

Students, their families, employees, and potential employees of the Southwestern Oregon Community College District are hereby notified that Southwestern Oregon Community College does not discriminate on the basis of race, color, religion, ethnicity, use of native language, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy, or any other status protected under applicable federal, state, or local laws.

Freedom of Association

Students shall be free to organize and join associations to promote their common interests subject to the following considerations.

- A. The membership, policies and actions of a student organization will be determined by vote of only those persons who are bona fide Southwestern Oregon Community College students.
- B. Affiliation with an extramural organization shall not of itself disqualify a student organization from institutional recognition.
- C. Each organization shall be free to select its own Southwestern Oregon Community College advisor. Advisors must be either contracted faculty or staff currently employed by SWOCC. SWOCC staff serves the college community when they accept the responsibility to advise and consult with student organizations to provide guidance to the group on college procedure and policy.
- D. Student organizations shall be required to submit a statement of purpose, criteria for membership, rules of procedures, a current list of officers, and a certified number of active members as a condition of institutional recognition.
- E. Campus organizations, including those affiliated with an extramural organization, shall be open to all students without respect to race, color, sexual orientation, marital and/or parental status, religion, national origin, age, mental/physical disability or learning disability, Vietnam era or disabled veteran status, or any other status protected under applicable federal, state, or local law. Disability consultations are available through the Office of Accessibility.

Freedom of Inquiry and Expression

Students shall be free to take exception with the information or views presented in any course without it affecting their grade as long as the disagreement is not disruptive to the instructional process. Students are responsible for learning the content of any course for which they have enrolled even if they disagree with the course content. Students and student organizations shall be free to examine and discuss all questions of interest to them, and to express opinions publicly and privately. They are free to support causes by orderly means that do not disrupt the regular and essential operation of the institution. At the same time, it should be made clear to the academic and the larger community that in their public expressions or demonstrations, students or student organizations speak only for themselves. Actions by individuals or groups to prevent the appearance of speakers who have been invited to the campus, and actions to obstruct or restrain other members of the academic community and campus visitors by physical force are subject to sanction.

Freedom to Participate in Institutional Governance

Student representation on selected SWOCC councils and committees provides an opportunity for students to participate in institutional governance.

Nondiscrimination/Nonharassment (*Refer to APP 7165 for the full policy*)

Southwestern Oregon Community College wishes to maintain a place of learning and work that is free of unlawful discrimination or harassment. The college prohibits discrimination or harassment based upon a person's race, color, religion, ethnicity, use of native language, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability, age, pregnancy, or any other status protected under applicable federal, state, or local laws.

Sexual Offender Registration

Anyone who is required to register as a sex offender under ORS 181.592-181.607 (sexual offender registration) or has been ordered by any court, parole board, or other public agency to not have contact with persons under the age of 18 must notify the Office of Administrative Services at Southwestern Oregon Community College (1988 Newmark Ave., Coos Bay OR 97420) in writing within one business day of registering for any class at the College.

Student Publications (*Refer to APP 8050* for the full policy)

It is the policy of the College that all student-edited campus media publications have been established as designated public forums for student expression.

It is the College's intent student media will provide a full opportunity for its students to inquire, question, and exchange ideas and that they will strive to reflect all areas of student interest, including topics about which there may be dissent or controversy.

In student publications, both electronic and in print, content must follow the accepted ethics and standards of journalism and opinions must be disclaimed as not necessarily those of the College.

Tobacco Use Environment (Refer to APP 7155 for the full policy)

Southwestern Oregon Community College is committed to providing a safe and healthy environment for its employees, students, and visitors. Consequently, except in designated smoking areas, the use or carrying of any lighted smoking instrument in College buildings or on College premises, at events on College premises, or in College-owned, rented, or leased vehicles is prohibited. The distribution and/or sale of tobacco including any smoking device, is prohibited. For the purpose of this policy, "tobacco" is defined to include any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, e-cigarette, vaporizer pens, and any other smoking product; and smokeless or spit tobacco, also known as dip, chew, snuff or snus, in any form.

Coos Bay campus designated smoking areas

- 1- West side of parking lot 1.
- 2- South side of parking lot 2.
- 3- Southeast side of parking lot 3.
- 4- Student Housing parking lot (outside Trinidad Head)
- 5- Student Housing parking lot (outside Cape Arago)

The Brookings campus is a tobacco-free campus.

Chapter 3 – Laker Code

- Students have the responsibility to obey and follow the Laker Code, <u>College policy and procedures</u>, <u>Board policies</u>, the ASG bylaws, federal and state statutes, and city ordinances. The <u>ASG constitution</u> and <u>bylaws</u> and <u>College policy and procedures</u> shall provide means for student involvement.
- 2. Students are responsible for fulfilling the requirements of their courses
- Students are responsible for the effects of their decisions and behavior that becomes
 destructive to the educational goals and processes of Southwestern Oregon Community
 College.

The following activities may result in disciplinary action:

- 1. **Academic Plagiarism:** The intentional submission for evaluation to a College instructor or administrator of material based on ideas or work done by someone other than the submitter, without reasonable written documentation of material's original source.
- Academic Cheating: The intentional submission for evaluation to a College instructor or administrator of material based, in part, on a source or sources forbidden by generally accepted standards or by regulations established by the evaluator and disclosed in a reasonable manner.
- 3. **Animal Abuse:** Intentionally, knowingly, or recklessly causing physical injury to an animal in violation of ORS 167.
- 4. **Furnishing false information** to the College with the intent to deceive.
- 5. Forgery, alterations, or misuse of college documents, records, or identification cards.
- 6. **Detention, physical abuse, or conduct** that threatens imminent physical abuse of any person in the college community.
- 7. **Malicious destruction, damage, or misuse** of college or personal property on the college campus. College property is defined as all real and/or tangible property owned or controlled by the College, including but not limited to buildings, grounds, equipment, motor vehicles, library, or other instructional materials.
- 8. **Theft or extensive damage** to another's property at the College or College-related environment.
- 9. Hazing: Any initiation rites, on or off campus, involving any intentional action or situation that a reasonable person would foresee as causing mental or physical discomfort, embarrassment, or ridicule. Individual acceptance of or acquiescence to any activity that occurs during an initiation rite does not affect a determination of whether the activity constitutes hazing.
- 10. The possession, use, or threatened use of firearms, ammunition, knives, explosives, dangerous chemicals, or any other objects as weapons on College property, except as expressly authorized by law or institutional regulations. 5.014
- 11. The possession of alcoholic beverages or controlled substances on the College campus

- or any other facility that is rented, leased, owned, or occupied by the College at any time when classes or student activities are scheduled. *APP 7135*, *BP 7135*, *APP 10016*
- 12. **Sexual Harassment:** Repeated and unwanted sexual advances, requests for sexual favors, and other verbal and physical conduct which results in inhibition of unconstrained academic interchange or career advancement, or creates an intimidating, hostile, or offensive environment for one of the parties. <u>APP 7165</u>
- 13. Substantial and material interference with the operation of the College.
- 14. **Failure to comply** with the terms of any penalties applied under this Student Conduct Code.
- 15. **Disorderly Conduct**: Knowingly and intentionally engaging in violent, tumultuous, or threatening behavior which results in inconvenience, annoyance, or alarm, creates unreasonable noise, or disturbs any lawful assembly of persons.
- 16. **Eluding** or attempting to elude a College Campus Security officer who is pursuing official duty.

Additional Sanctioning Bodies:

- 1. Athletic Department: See current Athletic Handbook
- 2. Residence Life/Housing: See current Housing Page
- 3. Nursing Standards: See current Nursing Handbook
- OCCI: See current OCCI Handbook
- 5. Student Government (ASG): See current ASG Bylaws
- 6. Federal Financial Aid Regulations pertaining to drug convictions: Eligibility regarding drug convictions student is ineligible for financial aid if he/she has a drug conviction which is declared at the time student files the FAFSA. Ineligibility begins from date of conviction. Please note that this is a self-declaration when the student files the FAFSA.

Possible sanctions for violations of the Laker Code

The Dean of Students, Vice President of Student Services, or designee will be responsible for maintaining and disseminating a disciplinary procedure for imposing sanctions while ensuring a student's right to due process. The severity of the sanction(s) should reflect the severity of the violation and may be imposed singly or in any combination. Sanctions for violation(s) of the Laker Code (or any other violations of <u>Board policies</u> or <u>College administrative rules and regulations</u>) may include, but are not limited to, the following:

- Written Reprimand: Written warning that a student's conduct does not meet College standards and that continuation of such misconduct may result in further disciplinary action.
- 2. Disciplinary Probation: Imposition of a probationary status, for which further violations may result in additional disciplinary action, including suspension. Disciplinary probation may be imposed for any length of time up to one calendar year. The terms of the probation and conditions for ending it will be specified in a letter to the student.

Disciplinary probation may include referral for intervention, screening, and treatment in cases where use of alcohol or other controlled substances have impaired safety and judgment.

- 3. **Personal Mental Health Referral:** A sanction which may be invoked in circumstances where the student's behavior poses a potential threat to the campus community.
- 4. **Bar Against Re-Enrollment:** May be imposed on a student who has a disciplinary case pending or who fails to pay a debt to the College.
- 5. **Restitution**: Reimbursement for costs of damage to a person or property or for a misappropriation of property. Restitution may take the form of appropriate services to repair or otherwise compensate for damages. Restitution may be imposed in combination with any other penalty.
- 6. **Withholding of an Official Transcript:** May be imposed upon a student who fails to pay a debt to the College.
- 7. **Suspension from Rights and Privileges:** Imposes specific limitations on, or restrictions to, the status of a student's enrollment at the College.
- 8. **Suspension of Eligibility for Co-curricular Activities:** Prohibited from joining a recognized student organization and participating in activities or attending its meetings and/or from participating in official athletic or other co-curricular activities for any length of time up to one calendar year.
- 9. **Faculty may assign a failing grade:** for paper, test or course as a disciplinary action where appropriate. Faculty may also require a student to leave the classroom at any time for violations of the Laker Code.
 - **Readmission after Suspension:** When a student is suspended, the conditions for reenrollment must be met. The student will be required to meet with the Dean of Students, Vice President of Student Services, or designee prior to reenrollment, and to request reenrollment in writing. The Dean of Students, Vice President of Student Services, or designee will be responsible for determining if the conditions for reenrollment have been met and will provide the student, in writing, with the decision regarding the student's reentry into the College and the reasons for the decision.

NOTE: The parents or guardian of any dependent student under age 18 years of age who is placed on disciplinary probation, suspended, or expelled shall be notified.

Chapter 4 – Confidentiality

Confidentiality laws prohibit Southwestern Oregon Community College faculty and staff from discussing students' information with anyone, including parents and family members, without written consent.

What is FERPA?

Students' privacy is protected under the federal Family Educational Rights and Privacy Act, 20 U.P.S.C. Section 1232g; 34 CFR Part 99 (2000) and related state laws. SWOCC has developed procedures in accordance with the law. I Legal References: ORS 166.065, 341.290 (2) (3) (17), 659.850, 659.865, OAR 166-450-0000 to 0125, 589-010-0100, 589-002-0200 (1) (e), 591-004-0100 to 0750, 591-004-0500.

What does FERPA mean for college parents/advocates?

Generally, FERPA rules mean at the post-secondary level:

- Student academic information will be given to the student and not to the parents/advocates.
- College representatives are prohibited from discussing information about the student's academic record with parents/advocates.
- Parents and advocates do not have access to disability-related records unless the student provides express written consent.
- The only exception is in cases where a student is considered a threat to himself or others.

Chapter 5 – Audio Recording

Recording of classes at SWOCC is prohibited without written permission of the instructor. No instructor will be required to permit classroom recordings except under requirements of law, as detailed below. Any such recording properly approved in advance can be used solely for the student's own private study and not for commercial purposes or distribution outside of the class. Permission to allow the recording is not a transfer of any copyrights in the recording. Under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, students with disabilities who are unable to take or read notes have the right to audio record class lectures for their personal study only. Classes recorded for this purpose may not be shared with other people without the consent of the instructor. Information contained in the recorded lecture is protected under federal copyright laws and may not be published or quoted without the expressed consent of the instructor and without giving proper identity and credit to the instructor. *APP 4022*

Chapter 6 – Animals on Campus

(Refer to APP 8040 for the full policy)

While on the Southwestern Oregon Community College campus an animal's handler is responsible for the animal's behavior and containment, and the removal of the animal's waste. If the animal's behavior is deemed disruptive by College Administration to College programs, activities, or services, poses a threat to the health and/or safety of others, or displays threatening behavior, the animal must be removed from College grounds.

Service Animals

Service animals serving the disabled do not need prior permission to be on College property (leased or owned). Students with service animals must register their service animal with the Accessible Education office, or Executive Dean of Curry Campus.

Emotional Support and/or Companion Animals

Other animals such as emotional support animals (ESA) and companion animals are permitted on campus grounds (leased or owned), only when confined to a vehicle, cage, or on a leash of six feet or less, and kept under the physical control of the individual at all times.

ESA and companion animals are not allowed in buildings with the exception of the animal being brought into a facility for instructional or college sanctioned activities. Permission to bring ESA/Companion or other animals into campus buildings must be obtained from the Accessible Education office, or Executive Dean of Curry Campus before the animals may be brought into campus buildings. Once approval is granted, animals must be adequately cared for and appropriately secured.

Housing Students

Residents may not have animals live or visit them in their apartments without approval from the Accessible Education office. Animals include, but are not limited to, dogs, cats, birds, rodents, snakes, frogs, and lizards. Fish are permissible as pets, but the bowl or tank may not exceed five U.S. gallons. Housing typically fines residents \$50 for a Pets policy violation as well as the cost of additional cleaning, repair, furniture or carpet replacement, or extermination of pests. Housing will cite residents whom abuse, neglect, or abandon an animal in violation of Oregon Revised Statutes 167.310 to 167.390.

Chapter 7 – RAVE Alert System

The RAVE Alert System is a system for notifying students and college employees of an emergency on campus in the quickest way possible. When you register to receive RAVE Alerts, you will be notified via email or text.

RAVE alerts will be sent out when:

- There is an unexpected campus closure
- Your class is cancelled due to instructor illness or emergency
- A campus emergency occurs
- To relay important campus-wide information

You are strongly encouraged to register for this service.

You can register to receive alerts on the "Home" tab of <u>myLakerLink</u> by clicking on the "register" link under "Rave for Emergency Contact".

Chapter 8 - Acceptable Use of Technology

(Refer to <u>APP 5059</u> for the full policy)

The College community is encouraged to make use of Information Technologies in support of educational and administrative purposes. The College supports access to information with numerous views for the interest, information, and enlightenment of students, faculty, and staff.

Prohibited Use

The following behaviors are prohibited while using College Integrated Technology resources, including computers and networks owned or operated by the College, or to which the College is connected:

- 1. Modifying system or network facilities, or attempting to crash systems or networks;
- 2. Using personal software on College computers;
- **3.** Using network resources which inhibit or interfere with the use of the network by others.
- **4.** Using, duplicating, or transmitting copyrighted material without first obtaining the owner's permission, in any way that may reasonably be expected to constitute an infringement, or that exceeds the scope of a license, or violates other contracts;
- **5.** Tampering with software protections or restrictions placed on computer applications or files;
- **6.** Using College Integrated Technology resources for personal for-profit purposes;
- 7. Subverting restrictions associated with computer accounts;
- **8.** Using Integrated Technology resources to obtain unauthorized access to records, data, and other forms of information owned, used, possessed by, or pertaining to the College or individuals;
- **9.** Accessing another person's computer account without permission. Users may not supply false or misleading data, or improperly obtain another's password in order to gain access to computers or network systems, data or information. Obtaining access to an account name or password through the negligence or naiveté of another is considered to be a specifically prohibited use;
- **10.** Intentionally introducing computer viruses, worms, Trojan Horses, or other rogue programs into Integrated Technology resources that belong to, are licensed to, or are leased by the College or others;
- 11. Physically damaging Integrated Technology resources;
- **12**. Using, or encouraging others to use, Integrated Technology resources in any manner that would violate this or other College policies or any applicable state or federal law; and
- **13**. Falsely reporting or accusing another of conduct that violates these rules without a good faith basis for such an accusation;
- **14.** Intentional transmission or display of unwanted messages, information, or graphic images which create a hostile school or work environment for the recipient are inappropriate uses of College computer resources;

- **15**. Allowing non-approved users access to information on the College network that do not have a legitimate need and right to know specific information;
- 16. Sharing or allowing others to use your logon and password; and
- **17**. Connecting networking equipment including, but not limited to servers, routers, hubs and switches, and wireless access points to the campus network without written authorization from the Office of Integrated Technology and Services.

Chapter 9 – Campus Security

Campus Security officers are responsible for a wide range of services; protection of the campus peace and security, criminal activity suppression, crime report filing, criminal awareness counseling and presentation, preliminary fire and medical emergency inquiries and response, traffic accident investigation, drug and alcohol law violations, campus community patrols, and other public safety issues.

Time permitting, "courtesy assistance service" may be provided to members of the campus community in the form of vehicle battery charging and student and staff walkouts. To access this service, call the officers on duty at (541) 297-4200.

For crime prevention to be effective, the assistance of all campus members in the reporting of crimes or crimes in progress. If you see something suspicious or requiring a report call 9-1-1 and then Campus Security at (541) 297-4200 (duty officer's cell phone) for further instructions.

Campus Safety Crime Statistics

The Department of Campus Security's officers are responsible for public safety issues. Local Law enforcement provides additional coverage. For the most current crime statistics refer to SWOCC's Clery report at https://www.socc.edu/campus-security.

Emergencies - Medical

For a medical emergency, contact 9-1-1 immediately. Once 9-1-1 has been called, contact Campus Security at (541) 297-4200. Adults have the right to refuse medical transport. Emergency transportation must be provided by a licensed medical ambulance, a taxi, or a private vehicle driven by a family member or friend. Campus Security and college personnel are not authorized to transport individuals.

Parking

There are locations on campus that are designated as no parking, fire lane, and disabled parking; in these areas please adhere to the posted signs. Disabled students must display a valid DMV issued disabled parking placard.

Basic Rules for Parking and Safety

- Observe and obey all posted parking control signs.
- Park only in designated parking areas and marked spaces.
- Park only one vehicle per marked space.
- Do not block or obstruct other vehicles, campus roadways, thoroughfares or fire lanes; vehicles may be towed.

- Lock your vehicle doors and remove from sight any/all valuables: laptops, purses, cash, jewelry, backpacks, CDs, and books.
- Be responsible and respect the rights of others.

Student Housing

All residents must have a parking permit for any vehicle they park in the Housing parking lot. Housing provides one optional parking permit to each resident who has a vehicle registered in their name or in their parent's or guardian's name. The permit expires when the Room and Board Agreement has ended. Residents may not transfer the permit to another person

(Learn more about security at SWOCC by visiting https://www.socc.edu/campus-security)

Chapter 10 – Student Housing

Student Housing provides a safe academic environment for students living on campus. With capacity for more than 400 students, the apartment-style facility is ideal for personal growth and independence, social development, and academic progression.

Student Housing apartments are on campus, so residents can easily walk to classes and to the dining center in Empire Hall. Other conveniences on site include three laundry facilities, 24-hour computer lab, quiet study lounge, and clubhouse with a kitchen, large-screen TV, and recreational equipment. The apartments are within walking distance of supermarkets and restaurants.

One of the most valuable differences between Student Housing and off-campus housing are the nearly dozen Resident Assistants (RAs) who live with the residents. RAs are second-year (or greater) students who are trained to help students adapt to college life, mediate conflicts, enforce policies, and respond to emergencies. For more information, please visit the Student Housing website at https://www.socc.edu/why-swocc/student-housing/.

Housing Policies

Living in a community requires each member of the community to take responsibility for their personal safety, the security of their belongings, and the safety and respect of others. Students residing in student housing and their guest(s) are expected to abide by all policies outlined in the Room and Board Agreement. Students are expected to make their guest(s) aware of and ensure they follow these policies.

Roommate Agreement

Often roommates assume there is some kind of unwritten code that guides their behavior. It does not exist until the roommates create an actual roommate agreement that is unique to their living situation. Keep in mind that what works for one apartment may not work for another. In addition to spelling out how roommates will live with each other, an agreement provides an opportunity for residents to talk to each other. Finally, if you cannot resolve disagreements with your roommates or nobody wants to create a roommate agreement please contact a Resident Assistant or Student Housing. Resident Assistants will setup apartment meetings at the beginning of every term to establish apartment agreements.

Chapter 11 – Student Success Center

Stensland Hall 1st floor; (541) 888-7405; www.socc.edu/esps

The Student Success Center offers a variety of services to support students while attending Southwestern. Services include Academic Advising, Accessible Education office, Personal Counseling, Testing, Internships, and Career Advising.

Academic Advising

(541) 888-7405

All degree-seeking students are assigned an academic advisor.

• Counseling Services

(541) 888-7405

Career planning and exploration, educational advising, individual counseling, Human Development classes.

• Accessible Education office

(541) 888-7405

The Accessible Education office provides services to students with documented disabilities (physical or learning) to help them be successful in college.

• Internship & Cooperative Work Experience

(541) 888-7349

Internships give students an opportunity to gain valuable work experience and earn college credit at the same time.

• University Center

(541) 888-1518

The University Center assists and supports students who want to further their education by obtaining a bachelor's or graduate degree.

• Testing Services

Testing Services include placement tests and test proctoring.

Testing is available by appointment.

Chapter 12 – Laker Learning Commons

Tutoring and Writing Services

Tioga Hall 3rd floor; (541) 888-7234

The Laker Learning Commons is a place designed to meet all of Southwestern students' academic needs. The space boasts comfortable working stations, computers, quiet study rooms, high-speed internet and WIFI, couches and lounge chairs, and our supportive and helpful staff.

Campus Tutoring Services

If you're struggling with a class—don't give up! Our tutors are here to help you get through the quarter successfully. You can do this! We are here to help you.

Services for Students:

- Tutoring staff are highly qualified in a range of subject areas.
- Drop-in tutoring. No appointment necessary.

Tutoring services are free of charge!

Campus Writing Services

Our goal is to support students in all facets of the writing process and to help students become confident, independent writers. We assist students with the following: How to-understand a writing assignment, develop, focus, and organize ideas, create coherent paragraphs, integrate and document research, and find and fix grammatical errors.

Services for Students:

- One-on-one tutoring. Make an appointment here.
- Drop-in tutoring. No appointment necessary.
- Free Online Writing Assistance Form
- Writing services are free of charge!

Chapter 13 – TRIO Student Support Services

Randolph Hall; (541) 888-7419;

Student Support Services (SSS) is one of the federally funded TRIO programs for education. The goals of SSS are to help students graduate from Southwestern, to encourage students to transfer to a four-year college or university, and to assist with the transfer process. To be eligible for SSS, students must apply to the program and meet at least one of the following criteria: neither parent has a four-year (bachelor's) degree, meet the federal low income requirements for TRIO programs, or have a documented disability (physical or learning). SSS services are free and include tutoring, counseling, advising, campus visits to Oregon's four-year schools, cultural enrichment activities, and supplemental grant aid for qualified students.

Services for Students:

- Connect-to-Campus Program for new students
- Designated tutoring and study areas
- Personal, career, and academic advising
- Peer mentoring and tutoring
- Transfer assistance
- Campus visits to Oregon's four-year schools
- Cultural enrichment activities

Chapter 14 – Other Services and Support

Bookstore

Stensland Hall 1st floor; (541) 888-7264;

The Southwestern Bookstore has all the books and supplies you need to start classes. The Bookstore website is the best source for current information. You may purchase textbooks online and have them shipped to you, or reserved for store pick-up. A fax machine is available for students to send or receive information (541) 888-4905. Charges are made according to the destination or origination of the fax.

<u>Returns</u>

Returns meeting ALL of the following requirements are eligible for a full refund:

- The return is made during the first two weeks of the term for which the text was purchased.
- The text you are returning is for a class that you have dropped / changed or has been cancelled (you must provide proof of schedule change).
- The text is brought to the bookstore within one business day of the drop/change/cancellation.
- Text is brought to the bookstore with an original unaltered SWOCC Bookstore cash register receipt.
- Text MUST be in the original selling condition New text must be in new condition, no highlighting, no writing, no damage to cover or pages, shrink-wrap/bundled/or packaged books cannot be opened or altered, access codes/CD/other materials cannot be used or opened – used text cannot be returned if damaged *Sorry, NO EXCEPTIONS

Partial refund may be given if the text has been altered, this will be decided on a case-to-case basis. Returns made for other reasons must be completed within three business days of purchase, textbooks must be in the original selling condition and accompanied by an original unaltered SWOCC Bookstore cash register receipt. These returns will be charged a 15% restocking fee. Refunds can only be processed in the same tender as the purchase.

Book Buy Back

Sell your used textbooks for instant cash! Book buy-back is held during finals week of each term. Check the Bookstore or term schedule for exact times and dates.

Computer Labs

Tioga Hall 4th floor;

Southwestern has several instructional computer labs and one lab that is open for student use on a "drop in" basis. The open computer lab has IBM-compatible hardware and a variety of software. Computer labs are also available at the Southwestern facilities in Gold Beach and Brookings.

Dining Services

Empire Hall; (541) 888-7638;

Southwestern Oregon Community College (SWOCC) brought all of its foodservice in-house in September 2009. At that point the program came under the purview of the Oregon Coast Culinary Institute (OOCI). It is a program that provides competitive externship positions for the students of OCCI. The entire community of SWOCC benefits from this program as they are brought healthful food made from scratch everyday by the newest members of the culinary industry.

The dining hall (Empire Cafe) is open for breakfast, lunch, and dinner Monday through Friday. On Saturday and Sunday the dining hall opens in the afternoon for brunch and in the evening for dinner. Hours vary during holidays and in the summer. It is open to all students, staff members, and members of the public. If you live in Student Housing you are required to have a meal plan; the cost for this is already included in your room rate. Non-Housing Students can purchase a commuter meal plan; speak with a Dining Services employee for more information. Southwestern Dining Services will do its best to accommodate the special dietary requirements of students. If you have special needs in this area, arrangements should be made with the Housing Office prior to your arrival at Southwestern.

Financial Aid

Dellwood Hall Front Lobby; (541) 888-7324;

Various financial programs are available for students, including grants, scholarships, tuition waivers, student employment, and loans. Apply early; financial aid funds are often limited and awarded on a first-come, first-served basis. Refer to the College catalog and quarterly schedule for more information or visit the First Stop Center for policies, procedures and application processes.

First Stop Center

Dellwood Hall Front Lobby; (541) 888-7352; firststop@socc.edu

The First Stop Center provides a variety of services to students: general campus information, student employment services, payments for tuition and fees, admissions and registration, transcripts, and financial aid to help with the cost of college.

Library

Tioga Hall 2nd floor, (541) 888-7270;

The library provides resources to students, staff, and community members: COASTLINE (Coos County Library Network Online Catalog), reference materials, book collection, computer databases, periodicals, maps, videos, other audio-visual materials, Internet access, and other digital collections. A COASTLINE library card is required to check out materials. Items not available on COASTLINE can be borrowed from other libraries through interlibrary loans.

Student Recreation Center

(541) 888-7714;

The Student Recreation Center is a fitness and recreational facility for students and community members. It offers a state-of-the-art fitness center with a wide range of cardio equipment, circuit weight machines, free weight machines, barbells, and dumbbells. The Rec Center is also home to a collegiate-sized basketball court, racquetball court, game room, climbing wall, day-use locker rooms, and more! Students can enjoy the facility for free; community guests can utilize the facility by purchasing a Community Pass at the Rec Center front desk.

Student Supply Closet

Empire Hall 2nd floor (207)

The Student Supply Closet has free food, clothes, and other supplies for students. To access the closet see the Coordinator of Student life (Empire 205), or a member of Student Government (Empire 203).

Student Veteran's Center

Coaledo room (5)

The Student Veteran's Center is a comfortable and safe area that supports our student veterans while they fulfill their educational goals. In addition to computers, furniture, appliances, and supplies, the center is very welcoming and is significant in its therapeutic offerings for veterans suffering from PTSD and other disorders. The center is also unique in that it offers a full view of the outdoor space, Henry Hansen Union Square (the quad) from inside a quiet building, creating a perfect environment for veterans to study, relax, and reconnect with fellow veterans.

Chapter 15 – Graduation

Students earning an Associate's degree or a Certificate of Completion from Southwestern Oregon Community College must submit a *Graduation Application* for graduation. The application for degree or certificate is available in the lobby of Dellwood Hall or online. Official transcripts from accredited colleges and universities previously attended that apply toward a Southwestern degree or certificate must be on file with the Transcript Evaluator. All course work from other colleges will be included in the cumulative GPA regardless of applicability to current course work. The cumulative GPA, including transfer work, is used to determine eligibility for graduation honors. Final approval of the Application for a Degree or Certificate is given only after grades have been posted for the last term's work. Degrees or certificates are mailed to the students following this process and may take two to three months to receive.

Advisors are available to assist students in selecting course work that applies to the degree or certificate, but students have final responsibility for satisfying graduation requirements.

Chapter 16 – Grade Appeals

The purpose of the grade appeal process is to address concerns regarding the final grade in a class and is utilized for only that purpose. Students may not appeal disagreements with items such as teaching methodologies, attendance policies, or grade weighting methods.

After receiving final grades at the end of a term, students may decide to formally appeal a final grade. Students may appeal final course grades for the following reasons:¹

- Grade miscalculation
- Inconsistency between the grading policy written in the syllabus and what is practiced If a student chooses to pursue a final grade appeal, then the process must be completed the following term. The grade appeal process will be conducted as follows (0-6 weeks total):²
- Step 1. The student must meet with the instructor to discuss the final grade in dispute. This meeting must occur by the close of the business day on Friday of Week 2 of the subsequent term after the grade was posted. The meeting must be in a manner that is consistent with the course syllabus (in-person, telephone, or email). Students are encouraged to attempt to communicate with the instructor using multiple means, including in person, via telephone, and via email. Students are encouraged to review the syllabus to determine how to contact the instructor.
 - **a.** If the instructor cannot be reached, the student must contact the appropriate academic dean. It is the dean's responsibility to communicate the grade in dispute with the instructor, and set up a time to mediate a discussion between student and instructor.
 - **b.** If the student misses the period of time for which to pursue a grade appeal, she/he can still meet with the instructor and see if the grade dispute can be resolved informally. However, if the deadline has passed to proceed with the formal grade appeal process, the committee will not make exceptions to hear the appeal.
- **Step 2.** If Step 1 has been met (with the exception of 1b), and the dispute is not resolved, the student must complete the Grade Appeal Form to officially request a grade appeal hearing. This form must be completed and submitted to the appropriate academic dean **by the close of the business day on Friday of Week 3 of the subsequent term after the grade was posted**.
 - **a.** The academic dean is responsible for informing the instructor and the Academic Standards Committee of the request for a grade appeal within one business day of receiving the Grade Appeal Form.
 - **b.** The student must contact the Vice President of Enrollment and Student Services to seek an advocate for the grade appeal.
 - c. The faculty member may request a meeting with the student to be completed by the close of the business day on Friday of Week 4 of the subsequent term after the grade was posted. The dean or designee shall facilitate this meeting. The Vice President of Enrollment and Student Services or designee may accompany the

student at the student's request. The instructor may have a representative present as well.

Step 3. The Academic Standards Committee will conduct a formal grade appeal hearing by the close of the business day on Friday of Week 5 of the subsequent term after the grade was posted.

- Prior to the grade appeal hearing, the student must meet with the Vice President of Enrollment and Student Services for support and meeting preparation. The student must provide appropriate documentation for review.
- Prior to the grade appeal hearing, the instructor is encouraged to seek professional guidance for support and meeting preparation. The instructor must provide appropriate documentation to the Academic Standards Committee for review.
- **a.** Meeting participants include:
 - Student
 - Instructor
 - Dean
 - Vice President of Enrollment and Student Services
 - Academic Standards Committee members (quorum required)
- **b.** Student presents her/his case. Instructor will not be present during student's presentation.
- **c.** Instructor presents her/his case. Student will not be present during instructor's presentation.
- **d.** After presentations, the Academic Standards Committee will deliberate.
- Step 4. The Academic Standards Committee will reach a conclusion and provide written rationale to resolve the matter by the close of the business day on Friday of Week 6 of the subsequent term after the grade was posted. A completed Grade Appeal Form must be provided to the Office of Instruction and to the Registrar. The Office of Instruction must inform all parties of the decision.

Footnotes:

- 1. For issues outside of the reasons listed, refer to the student handbook or seek assistance from student services.
- 2. There is no current mechanism for handling spring term grade appeals during summer term. These grade appeals will be handled during fall term.

Grade Appeal Form

Step 1: to be completed by Student by end of Week 2

i	1	lent by end				
Student ID			S	tudent Name		
Vear & Term		Coı	urse Number &			
Year & Term			Section			
Course Title						
Instructor Name						
Reason for Grade Appeal	∐In		y be	tion tween the grad at is practiced	ing policy wri	tten in the
			ce-to	-Face / Telephor		
Meeting Information		Date:		Time:	Location:	
Meeting Outcome						
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		lent, Acade	emic [Dean, and Instru	ctor by end of	Week 3
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Step 4: to be completed by Office of Instruction by end of Week 6

Date:	Date:	Date:	Date:	Date:
Student	Instructor	Academic Dean	Instruction	with Registral
outcome with	outcome with outcome with		with Office of	with Registrar
Communicate	Communicate	Communicate	File Paperwork	File Paperwork

Chapter 17- Student Grievance Procedure

(Refer to procedure 9.070 for the full policy)

This grievance procedure is provided to insure that due process exists for those persons (students, staff or general public) who allege that their rights at Southwestern Oregon Community College have been denied, abused, or diminished. A grievance is a complaint, dispute, or misunderstanding that is alleged to have occurred when the College acted in a manner that denies, abuses or diminishes the person's rights and privileges, provided for in the written procedures of the College or guaranteed by State or Federal law. This includes, but is not limited to, allegations of discrimination (based on race, color, gender, sexual orientation, marital status, religion, national origin, age, disability status, gender identity, or protected veterans), harassment or unfair treatment. The single point of contact for persons who allege that their rights at Southwestern Oregon Community College have been denied, abused, or diminished is the Vice President of Administrative Services, AAO/EEO. After an initial meeting with the complainant, the Vice President of Administrative Services, AAO/EEO will contact the appropriate College personnel and initiate an informal resolution process.

Complaints may be submitted online through <u>Incident Reporting-Maxient</u>. Employees receiving complaints must forward the complaint by entering it into the <u>Incident Reporting-Maxient</u>.

BOARD POLICY

Southwestern Oregon Community College

BP: 8075

DIRECTORY INFORMATION

The Board of Education recognizes the importance of safeguarding student information. Unless the student officially refuses permission, Directory Information can be released without the written consent of the student. Directory information is defined as personally identifiable information contained in a student's education record, which is not generally considered harmful or an invasion of privacy if released.

The President or designee shall develop appropriate administrative policies/procedures to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 30.864
ORS 107.154
ORS 326.565 and .575
OAR 589-004-0100 and -0500

Administrative Policies and Procedures:

8075

Southwestern Oregon Community College

BP: 8080

PERSONALLY IDENTIFIABLE INFORMATION

The Board of Education recognizes the importance of safeguarding student's personally identifiable information. Personally identifiable information is information contained in an education record of a student which is considered harmful or an invasion of privacy if disclosed.

The President or designee shall develop appropriate administrative policies/procedures to implement this policy.

END OF POLICY

Legal Reference(s):

ORS 341.290(17)
OAR 589-004-0100, -0200 and -0500

Administrative Policies and Procedures

8080