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ABSTRACT

Seventeen collective bargaining agreements between the boards of trustees and faculty associations of selected community colleges in Washington are presented, representing contracts in effect in 1987. The following colleges are represented: Peninsula College, Olympic College, Skagit Valley College, Everett Community College, Shoreline Community College, Bellevue Community College, Highline Community College, Green River Community College, Pierce College, Centralia College/South Puget Sound Community College, Wenatchee Valley College, Yakima Valley Community College, Spokane Community College/Spokane Falls Community College, Columbia Basin College, Walla Walla Community College, Whatcom Community College, Tacoma Community College, and Edmonds Community College. With some variation among agreements, the following topics are covered: board recognition; association/federation rights; personnel or employee rights, relations, and benefits; general working conditions; compensation; part-time faculty; faculty evaluation; academic freedom; grievance procedures; leaves; tenure; dismissal; reduction-in-force; calendar and workload; salary placement and advancement; college governance; prior practices; uninterrupted education activities; scope of agreement; and duration. Some agreements include articles on home study, travel reimbursements, summer quarter teaching, community service and support programs, grants and contracts, and special projects. Salary schedules are included for all of the agreements. (MDB)

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ED 294612

SELECTED COLLECTIVE BARGAINING AGREEMENTS OF
WASHINGTON TWO-YEAR COLLEGES

Collected by the National Education Association
Washington, D. C.

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PENINSULA COLLEGE CONTRACT 1986-1989

PREAMBLE

PENINSULA COLLEGE 1986-1989 CONTRACT

This Agreement is by and between the Board of Trustees of Community College District No. 1, Peninsula College, hereinafter called the Employer, and the Peninsula College Faculty Association, affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the Association.

The terms Employer, Board, or College used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

ARTICLE I - RECOGNITION

Section 1.

The Employer recognizes the Association as the exclusive negotiating representative for all academic employees employed by the Board for the purpose of exercising all rights accorded academic employee organizations by RCW Chapter 28B.52.

Section 2.

The term academic employee shall be defined as one performing teaching, learning resources, or counseling functions. All other employees are excluded from the provisions of this agreement.

ARTICLE II - COMPLIANCE AND CONFORMITY TO LAW

Section 1 - Employment Notice and Service Record Changes (ENSRC)

All ENSRC's shall be subject to and consistent with Washington State Law and the terms and conditions of this Contract. Any ENSRC hereinafter issued shall provide that it be subject to the terms of this and subsequent contracts between the Board and the Association. If any ENSRC contains language inconsistent with this Contract, this Contract shall prevail.

Section 2

Should any section of this Agreement be found contrary to existing law, the remainder of the Agreement shall not be affected thereby. In such case, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

ARTICLE III - ASSOCIATION RIGHTS

Section 1 - Exclusivity

The rights and privileges of the Association as the exclusive collective bargaining representative and those rights and privileges accorded to the Association by this Agreement shall not be granted or extended to any competing labor organization except as directed by the Washington Public Employment Relations Commission or applicable statute.

Section 2 - Payroll Deductions

Upon written authorization of the academic employee involved, the Employer shall provide payroll deduction of Association membership dues for academic employees who are eligible for Association membership. Such deductions shall be remitted to the authorized Association representative. The Employer agrees to

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provide, upon receipt of authorization from the eligible employee, payroll deductions from the employee's salary for: insurance plans, tax-sheltered annuities, credit unions, or other plans provided that such deductions are in accordance with state law, federal law, OFM regulations, and provided that any plan not offered to employees by the State of Washington have a minimum of six subscribers.

Section 3 - Association/Employer Committee

Both parties agree that its representatives shall meet at a time and place mutually agreeable for the purpose of reviewing implementation of this Agreement and other areas of mutual concern. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have control over the selection of the representation of the other party. Nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce rights or prerogatives as outlined elsewhere in this Agreement.

Section 4 - Use of District Facilities

The Association and its representatives shall have the right to use college buildings and equipment for Association meetings without charge. Facilities shall be reserved through appropriate scheduling procedures.

Section 5 - Posting and Distribution of Materials

The Association and its affiliates shall have the exclusive right to post notices of its activities and matters of Association concern on a bulletin board(s) designated for such use and to distribute such notices in faculty mailboxes.

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Section 6 - Employee Information

The Employer agrees to furnish the Association information as requested to assist the Association in contract negotiations, in support of any grievance, and/or support of any employee against whom a complaint is filed or pending. This shall include complaints involving dismissal. Confidential personnel information shall be furnished only in accordance with district policy and state and federal regulations.

Section 7 - Attendance at Board Meetings/Agenda Item

An Association representative shall have the right to attend all regular or special meetings of the Board other than executive sessions. The Board shall place on the agenda of each meeting an item entitled "PCFA Report."

Section 8 - Agreement Distribution

A copy of this Agreement shall be made available to each full-time and associate faculty and academic employee.

ARTICLE IV - NON-DISCRIMINATION

Section 1 - Non-discrimination

Community College District No. 1, Peninsula College, is committed to a policy of non-discrimination against any person because of race, color, religion, national origin, age, handicap, status as a Vietnam-era or disabled veteran, sex, or sexual orientation.

Section 2 - Association Membership

The Employer shall recognize the right of faculty employees to organize, join, and support the Association and its activities. The Employer agrees it will not discriminate against any faculty employee because of membership in the Association or because of any action taken within the duly established grievance procedure.

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ARTICLE V - FACULTY RIGHTS

Section 1 - Right to Due Process

No academic employee shall be reprimanded, disciplined, dismissed, or reduced in compensation without just cause. Any charges against an academic employee which may result in reprimand, discipline, dismissal, or reduction in compensation shall be made in writing and conveyed to the employee by certified mail. An academic employee shall have the right to have one individual of his/her choice present at any meeting wherein the academic employee believes he/she may be reprimanded, disciplined, or denied rights available under this Agreement. Nothing herein shall be construed to preclude administrative personnel from attempting to resolve problems with an academic employee in confidence. This section shall not apply to matters regarding tenure review or dismissal pursuant to Appendices C and D.

Section 2 - Academic Freedom

The Employer and the Association agree that academic freedom is essential to the fulfillment of the purposes of Peninsula College and acknowledge the fundamental need to protect employees from censorship or restraint which might interfere with their obligations in the performance of their professional duties.

Accordingly, the employees shall be guaranteed full freedom in classroom presentations and discussions and may explore controversial material relevant to course content.

Section 3 - Personnel Files

Copies of materials in the official personnel files shall be confidential and shall be restricted to use at formal institutional meetings, for normal administrative requirements, or when otherwise required by law. Each academic employee shall have access to his/her own personnel file during normal working hours upon

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reasonable advanced notification and/or may designate in writing a representative of his/her choice for such access. An academic employee shall be notified of any requests, either oral or written, for access to his/her personnel files other than those authorized in this section. Derogatory materials may be placed in the personnel file after allowing them to be read by the academic employee and allowing him/her to append to them answers to any charges, complaints, or statements involved. The academic employee shall then sign the materials, which signing does not necessarily imply agreement with the statements contained in the material. Materials deemed irrelevant by Employer and Employee may be removed by mutual agreement. Materials placed in the personnel file will not be removed without the knowledge of the academic employee. There shall be no other personnel files kept by the Employer.

Section 4 - Working Conditions

Academic employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, well being, or the health and safety of students. Room capacity shall be determined and posted and shall conform to local fire codes. When making room assignments, the Employer shall attempt to assign classrooms according to specific course content, objectives, teaching styles, and availability.

Section 5 - Employer's Policy Manual

Full-time and associate academic employees shall be supplied a copy of the Employer's policy manual, which shall be consistent with the terms and conditions of this Agreement. All other academic employees shall have access to the Employer's policy manual in the library. All Employer policies, procedures, and regulations not covered in this Contract shall be included in the policy manual on a timely basis after adoption by the Board. The Employer will request, periodically, that policy manuals be returned to the

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personnel office for updating. These requests shall be transmitted to faculty members via memoranda and regular faculty meeting announcements. The Employer shall not be responsible for the current and timely condition of those policy manuals not returned as requested.

Section 6 - Leaves of Absence

Leaves of absence for academic employees shall be in accordance with Appendix A.

Section 7 - Insurance

The Employer shall contribute to state-authorized insurance plans according to state regulations and the requirements of the State Employees' Insurance Board for eligible full-time and part-time academic employees. All premiums in excess of the amount specified by state law and insurance regulations shall be borne by the employee. During periods of authorized leave without pay, employees may choose to continue in authorized insurance programs by paying those premiums normally paid by the State and the Employer.

Employer insurance premium contributions shall be made for each month of the calendar year for full-time tenured and probationary employees according to State Employee Insurance Board rules. Such contributions shall be made for eligible associate academic employees for all contracted quarters, to include summer quarter, when contracted for the subsequent fall quarter. A signed employment notice for a subsequent fall quarter shall not be interpreted, for associate academic employees, as guaranteed employment or as a guaranteed load assignment. Employment notices shall reflect the right of the Employer to change, restrict, or nullify such notice.

Section 8 - Tenure

The Association agrees that the ultimate authority to grant or deny tenure is vested with the Employer. The Employer agrees that

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any administrative recommendations to grant or deny tenure which are contrary to the Probationary Review Committee recommendations shall be immediately disclosed to both the probationer and the applicable Probationary Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure shall be in a manner consistent with Appendix C of this Agreement and shall not be subject to the grievance procedure of this Agreement.

Section 9 - Termination of Employment

Terminations of employment of academic employees shall be handled in accordance with Appendices C and D.

Section 10 - Faculty Screening Procedure

It shall be the responsibility of the president to (1) recommend employment to the Board of Trustees, and (2) to notify elected candidates of their selection.

In the implementation of this policy, it shall be the responsibility of the president to (1) identify vacancies and recommend the creation of new positions, (2) develop descriptions of qualifications and duties relating to such positions, (3) make appropriate announcements of such vacancies, and (4) prescribe a method of application and an appropriate application form.

It shall be the responsibility of the president to select academic employees who meet or exceed the following standards:

1. A master's degree in the academic discipline to be taught, or
2. A journeyman rating or equivalent training for vocational-technical instructors.

It shall be the responsibility of the dean of instruction to (1) secure credentials of the candidates, (2) arrange for interviews between candidates, division chairperson, and other members of the division, and (3) recommend employment to the president.

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Section 11 - Instructional Assignment

Assignment of instructional duties shall occur only after consultation with the employee to be assigned.

Section 12 - Copyrights and Patents

The ownership of any materials, processes, or inventions developed solely by an academic employee's individual effort and expense shall vest in the academic employee and be copyrighted or patented, if at all, in his/her name.

The ownership of materials, processes, or inventions produced solely for the College and at college expense shall vest in the College and be copyrighted or patented, if at all, in its name.

In those instances where materials, processes, or inventions are produced by an academic employee with college support by way of significant personnel, time, facilities, or other college resources, the ownership of the materials, processes, or inventions will vest in and be copyrighted or patented by, if at all, the person designated by written agreement between the parties entered into prior to the production. In the event that there is no such written agreement entered into, the ownership shall vest in the College.

Section 13 - Professional Development

A. Peninsula College affirms the need for professional development of its academic employees as an important way of improving instruction, morale, and the effectiveness of the College as a whole in serving both students and community members. Independent research, study, writing, and other creative activity shall be encouraged but shall not diminish the instructional effort.

Peninsula College will provide funding and salary advancement for both the formal accumulation of credits and degrees in the teaching field(s) and participation in self-improvement projects, which could include but will not be limited to, sabbatical leaves and summer improvement stipends.

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B. Funds for professional development shall be allocated in the college budget when an acceptable professional development plan is agreed to by both parties. The plan shall be updated each spring quarter for the following school year.

C. A committee, known as the Peninsula College Professional Development Committee (PDC) shall be formed to recommend activities and allocation of funds for professional development. The committee shall consist of one elected representative from each division, one associate member, and one representative elected by the non-teaching academic employees.

D. Professional Improvement Units (PIUs): The PDC shall establish a list of professional activities to qualify as PIUs as defined in Appendix B, III. D. 1. of this Agreement. This list shall require approval of the Employer prior to use for salary advancement purposes.

E. PIUs funded by the Employer shall be accumulated by all full-time and associate academic employees annually in accordance with the PDC plan.

ARTICLE VI - COMPENSATION

Compensation for all academic employees shall be in accordance with the procedures contained in Appendix B, III, and the schedules contained in Appendices E and F.

ARTICLE VII - GRIEVANCE PROCEDURE

Section

A grievance is hereby defined as an alleged violation, misapplication, or misinterpretation by the Employer of the terms of this Agreement. An individual academic employee or group of academic employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Association has been given the opportunity to be present at such adjustment.

Any grievance processed under the terms of this Article shall be defined clearly and the alleged contract violations specified. The Association shall not appoint nor authorize any ad hoc committee or committees which result in circumvention, either premeditated or unpremeditated, of the established grievance procedure. In addition, the Association shall not approve nor authorize direct communication about the grievance with individual members of the Board during the grievance process.

For those situations that are not clearly grievable, the dissatisfied employee shall meet with the dean of instruction or the president to discuss the situation. While the dispute is at this level, the employee shall not communicate with the Board. If the dispute is not satisfactorily resolved at this level, the employee may request via an agenda item that the Board resolve the dispute.

All Association communications with the Board shall be through established procedures for submitting agenda items for regularly scheduled trustee meetings.

If a violation of this grievance procedure is perceived by the Employer, the Association shall be so notified in writing. If the Association does not agree that a violation has occurred, the matter will be subject to arbitration by the American Arbitration Association. If the Association agrees that a violation has

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occurred or the arbitrator determines that a violation has occurred, the provisions of this grievance procedure will be nullified and renegotiation of the grievance procedure required. Renegotiations shall begin within ten (10) working days.

If two or more complainants have the same grievance, a joint grievance may be filed and processed as a single grievance. All documents, communications, and records of the grievance shall be filed in the personnel file(s) of the complainant(s).

Grievances shall be handled in the following manner:

Step One

The grievant(s) and the Association representative, if requested by the aggrieved, may present the alleged grievance(s) to the appropriate immediate supervisor and dean in conference. If the grievance is not adjusted by this means, the grievance shall be reduced to writing, dated, and signed by the employee. The Association representative involved, if any, shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The immediate supervisor and dean shall be given the written grievance and will note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Association representative. The dean shall respond to the Association in writing within seven (7) calendar days as to whether the grievance has or has not been settled. If the dean does not agree that sufficient evidence of a contract violation has been presented; or if specific and applicable provisions of the contract allegedly violated have not been cited and verified, the dean shall so state in answering the grievance. In such an instance, the grievance shall proceed to Step Two. If the president does not agree that the grievance represents a verifiable violation of the contract, the question shall be arbitrated as provided for in Section 4(D) of this procedure.

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Step Two

If no mutual settlement is reached at Step One, the written grievance shall be submitted to the president or a designated representative not more than seven (7) calendar days after the dean of instruction's Step One response. Representative(s) of the Association shall be present at any meeting called to consider the grievance at this Step Two. At least three (3) days' notice of the time and place of the hearing shall be given to all concerned parties. The president or a designated representative shall send a written answer to the Association within fourteen (14) calendar days. Such answer shall be deemed to be the final position of the Employer. The grievant(s) shall report in writing to the Association that the grievance has or has not been mutually settled.

Step Three

If no mutual settlement is reached at Step Two, the Association may in its sole discretion, within seven (7) calendar days after the date of the Step Two answer, request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

Section 2

With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section 1 above within thirty (30) calendar days after the occurrence of the event or the condition giving rise to the grievance shall be waived for all purposes. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. Time limits may be waived or extended by mutual written agreement.

Section 3

Matters subject to arbitration shall be referred to the American Arbitration Association under voluntary rules.

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Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement and which are presented to the Employer in writing during the terms of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

Section 4

- A. The arbitrator shall have no authority to render a decision or award which modifies, adds to, or subtracts from the provisions or conditions of this Agreement or any practices and policies which relate to the terms or working conditions of the employee.
- B. The arbitrator shall have no authority to render a decision or award beyond the termination date or renewal or extension thereof of this Agreement.
- C. The arbitrator shall have authority to base a decision or award only on the basis of evidence and matters presented by both parties in the presence of each other and the matters presented in the written briefs of the parties.
- D. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator, provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.
- E. Decisions regarding tenure or dismissal shall not be grievable.

Section 5

The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the

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time limits herein prescribed shall be final and binding upon the Employer, the Association, and the employee(s) affected, consistent with the terms of this Agreement.

Section 6

Nothing in this Article shall be construed to preclude an academic employee from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.

Section 7

It is the intent of the parties that the grievance procedure set forth herein shall be the sole and exclusive remedy to present and resolve grievances relating to the interpretation and application of the terms of this Agreement unless another method of review is provided herein.

ARTICLE VIII - MANAGEMENT RIGHTS

The Board of Trustees has the responsibility and authority to manage and direct in behalf of and is held accountable to the public for all the operations and activities of Community College District No. 1 to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE IX - SCOPE OF AGREEMENT

Section 1

This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous

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agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions, or practices of the Employer which shall be contrary to or inconsistent with its terms.

Section 2

Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

Section 3

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. Therefore, except as specifically stated in Articles II and XI, the Employer and the Association 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 otherwise.

Section 4

Nothing contained herein shall be construed to deny or restrict to any academic employee rights and responsibilities he/she may have under the laws of the State of Washington and the United States or other applicable regulations.

ARTICLE X - EXCEPTION

With the exceptions of the following, all provisions of this agreement shall be applicable to employees assigned to the

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educational programs operated by Peninsula College for the Washington State Department of Corrections:

Article V--Sections 2, 3, 4, 8, 9, 13
Article VI
Article VII
Appendix A--III(C) (J,4)
Appendix B--I, II, III(D)
Appendix C
Appendix D

Any alternate policies which may replace those omissions listed above shall be established by the Employer after consultation with the Washington State Department of Corrections and after any adjustments which may be necessary in the Department's annual contract with the Employer.

ARTICLE XI - DURATION

This agreement shall remain in full force and effect upon its execution to and including June 30, 1989. The Association reserves the right to reopen Appendices E and F on or after May 1, 1987, and May 1, 1988. Negotiations for a subsequent agreement shall commence no later than May 1, 1989, at Port Angeles, Washington. Any section of this contract, including the Preamble and all Appendices, may be reopened by mutual agreement at any time during the effective period of the contract.

The foregoing contract consists of seventeen (17) pages, each page typewritten on one side only. This contract consists of this Preamble and Appendices A, B, C, D, E, and F.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

R. Kent Brauninger, President
Peninsula College Faculty
Association.

Jane G. Hughes, Chairman
Board of Trustees
Community College District No.1

Dated: _____

APPENDIX A - LEAVES

I. LEAVES

It shall be the policy of Peninsula College to grant leave to academic employees in the following instances: professional, sabbatical, childbirth, military, bereavement, personal illness or injury, special personal, and others as approved.

In the implementation of this policy, it shall be the responsibility of the president or his/her designee to: (1) receive and process applications for leave, and (2) recommend action on leave requests.

All leave under this agreement shall be designated as personal leave with the exception of leave of absence, professional leave, and military leave.

II. CONDITIONS WHICH APPLY TO REQUEST AND APPROVAL

- A. Duration: This policy shall apply to all leaves of absence for periods in excess of one day. A leave of absence, if granted, shall be given for a period of time up to one year. Leave of absence for a period of one day or less shall be granted at the discretion of the president.
- B. Application for leave: Application for leave of absence shall be made on an appropriate form provided by the College. In case of emergencies necessitating immediate departures, this shall be waived and granted ex post facto if approved.
- C. Continuation of employee benefits: All employee benefits shall continue during the period of leave except as specifically restricted by regulations implementing this policy. A prorated deduction shall be made from the member's salary for any period of unauthorized absence.

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- D. Academic employee obligations: Employees on leave of absence may be required to meet certain obligations relating to their leave status as specifically provided by regulations implementing this policy.
- E. Other income: Academic employees on leave of absence, or who are applying for such leave, who receive or expect to receive income for professional services during the period of leave shall be required to report such actual or expected income as a condition of their leave status.
- F. Reimbursement of expenses: The College shall reimburse employees on leave of absence for all travel and related living expenses only when such travel and expenses are in the interest of the College and approved by the president.

III. GENERAL LEAVES

A. Leaves of Absence

Leave of absence shall mean approved absence from duty without pay. It is recognized that leaves of varying lengths are sometimes necessary; however, a leave of absence will not normally exceed one (1) calendar year. An approved leave of absence shall provide the faculty member with assurance of reemployment without loss of seniority or other benefits; however, no seniority credit or benefit provisions shall accrue during a leave of absence. All leave requests shall be judged on the merits of the request and the best interest of the College. A leave of absence may include, but not be limited to, advanced study, participation as an exchange teacher, serving as officer or staff member of a professional organization, or appointment or election to a political or public office.

B. Professional Leave (Full and Associate Academic Employees)

- 1. Professional leave is neither accumulative nor deductible from other leave to which the faculty member is

entitled. Nor, if granted, does the faculty member suffer a salary reduction. Academic employees shall be granted leave to attend state and national meetings of their professional organizations related to their disciplines or to attend academic or occupational meetings related to their discipline. Requests shall be submitted to the division chairperson and dean at least five (5) days prior to the meeting or as soon as possible if the faculty member has less than five (5) days' notice.

2. Faculty Exchange Leave: An academic employee may wish to arrange an exchange of work assignment with a qualified colleague at an appropriate institution in industry, education, government, or other place of employment. Such professional exchange requires that the academic employee's replacement at Peninsula College be qualified to perform the employee's normally contracted duties or to perform other assignments of equal or higher priority. While participating in such an exchange, the Peninsula College academic employee shall officially continue as a full-time contracted member of the faculty and shall be treated as such in all respects by the College, i.e., maintaining position on the salary schedule, insurance and retirement coverage, and other benefits. All faculty exchange arrangements must be approved by the Employer.

C. Professional Leave - Sabbatical Leave (Full-time Academic Employees)

Sabbatical leave is awarded for the sole purpose of improving the professional skills and qualifications of the academic employees. Such awards are made at the option of the Employer, who shall decide annually after consultation with the Association's sabbatical leave committee whether

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sabbatical leave shall be granted for the following academic year. Such determination of availability shall be made no later than the regularly scheduled January trustees' meeting. Compensation, which may be up to 100% of regular salary, shall be set by the trustees as part of the approval process. A maximum of one (1) full-time equivalent leave each year may be approved unless other determination is made by the trustees. Sabbatical leave may be approved for less than one academic year.

Other considerations governing sabbatical leave awards are as follows:

1. Applications for sabbatical leave will be evaluated on a competitive basis. Length of service only or availability of a leave award alone will not be considered grounds for a leave award.
2. Applications for sabbatical leave must be submitted to the president's office by March 15 of any year an award is to be made.
3. Applications will be screened by a committee of five (5) tenured faculty members to be appointed by the president of the Association. The faculty committee will make recommendations for sabbatical leave awards to the president. The president will review all applications, committee procedures, and recommendations before making final award recommendations to the Board of Trustees.
4. If an award is granted, notification to the recipient will be made no later than one (1) week following the regularly scheduled April trustees' meeting.
5. Initial eligibility for sabbatical leave requires completion of seven (7) years of meritorious full-time faculty service at Peninsula College plus tenured status. Sabbatical leave shall not be considered a service interruption.

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6. Faculty members who have received a leave award may become eligible for further consideration after seven (7) more years of full-time faculty service.
7. No leave recipient receiving full compensation shall accept any employment for pay during the sabbatical leave period.
8. The sum of leave salary plus the amounts of any grants, stipends, fellowships, grants-in-aid, or financial payments from any other institution during the period shall not exceed the amount of regular salary during the leave period. An exception to this requirement may be made if a leave recipient receives tuition waivers or grants from a college or university as part of an approved sabbatical plan.
9. Recipients of leave awards will be required to agree with the College to:
 - a. return to the College in former capacity unless agreed to otherwise, for a period equal to the period of sabbatical leave exclusive of summer quarter.
 - b. follow the plan submitted as a basis for the leave request;
 - c. repay all leave compensation to the College should provisions (a) or (b) be violated as determined by the Employer
10. Except for unusual circumstances, as determined by the Board of Trustees, sabbatical leave awards will not be granted to any individual with less than two (2) years of service remaining prior to retirement.
11. Plans for sabbatical leave will be evaluated according to the potential value in strengthening the instructional program at Peninsula College, specifically in the area of assigned teaching responsibilities for the applicant, the

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ability of the individual to carry out conditions of leave, and to achieve the objectives of an acceptable leave plan.

12. By the end of the first quarter following return from sabbatical leave, the recipient must submit to the College Trustees a complete and detailed report covering the period of leave. This report will include all information necessary to document achievement of the objectives of the leave plan.

D. Emergency Leave (Full and Associate Academic Employees)

Emergency leave with pay may be granted to academic employees not to exceed five (5) days per employee per year. Emergency leave is part of personal leave as herein defined and shall be treated in accordance with such provisions. Written application for consideration for emergency leave will be by provided form and addressed to the president within thirty (30) days after the date of absence. The decision regarding this request shall be transmitted to the academic employee within fifteen (15) days of receipt of the request by the president or his/her designee. Situations in which emergency leave shall be granted are as follows:

1. The problem must have been suddenly precipitated or must be of such a nature that preplanning is not possible or when preplanning could not relieve the necessity for the faculty member's absence.
2. The problem cannot be one of minor importance or of mere convenience but must be serious.
3. For the purpose of emergency medical, dental, or optical appointments.

E. Bereavement Leave (Full and Associate Academic Employees)

1. Up to five (5) days, including travel time, will be allowed as bereavement leave for each occurrence of a

death in the immediate family as defined below.

Bereavement leave is part of personal leave as herein defined and shall be treated in accordance with such provisions.

2. The immediate family shall be interpreted to include the mother, father, brother, sister, husband, wife, son, daughter, parents-in-law, brother-in-law, sister-in-law, grandparents, stepson, stepdaughter, and grandchildren.
3. Other than immediate family when death occurs not covered by this policy and when responsibilities of the individual faculty member may make an absence from work mandatory, a special request to the president is required.

F. Military Leave

Military leave shall be granted to faculty members under the provisions of the applicable federal and state statutes.

G. Jury Duty and Subpoena Leave (Full and Associate Academic Employes)

1. Should an academic employee be summoned to jury duty, the College will release the academic employee. Every effort will be made to find a qualified replacement for the academic employee(s) called; however, if a qualified replacement cannot be found, the court will be requested to release the academic employee(s) from jury duty.
2. An academic employee serving on jury duty shall be paid his/her regular salary. Compensation received from jury duty service shall be reimbursed to the College excluding any regularly acceptable per diem expenses paid by the court. Jury duty is not deductible from any other leave to which the academic employee is entitled.
3. Academic employees will be granted subpoena leave as may be required by the subpoena and shall be paid their regular salaries less any compensation received for services, excluding transportation and per diem expenses, except when an academic employee is the plaintiff or

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defendant in such action. This exception shall not apply when the academic employee is named as plaintiff or defendant while in the performance of his/her college duties.

H. Maternity/Paternity/Infant Adoption Leave (Full and Associate Academic Employees)

An academic employee requesting maternity/paternity/infant adoption leave should, when possible, give written notice to the College at least two weeks prior to the commencement of the leave. The written request of this leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth or infant adoption, the academic employee shall inform the College of the specific day when he/she will return to work. Such leave may be, at the option of the academic employee, integrated with sick leave with pay to the extent that there is a temporary disability verified by a physician.

I. Sick Leave (Full and Associate Academic Employees)

1. Conditions:

- a. Illness, disability, or injury which has incapacitated the academic employee from performing required duties.
- b. Serious illness in the immediate family that requires the employee to provide immediate necessary care of the patient or to make arrangements for extended care. Immediate family is defined as for bereavement leave.

2. Notification:

In case of illness or injury to the employee or immediate family member, that employee or his/her designee must report to the instructional office by telephone as soon as it becomes apparent that he/she will be absent from the college during normal working hours

and/or that he/she will be unable to meet his/her classes or assigned duties. He/she must keep the appropriate administrator informed of his/her progress and expected date of return to duty. An academic employee absence report will be submitted to the appropriate administrator for approval.

3. **Transferability:**

Accumulated personal leave for eligible employees shall be transferred from one community college district to another in accordance with applicable statute. Accumulated personal leave will be granted to such a person when he/she returns to employment with this District. All leave transferred into this District shall be computed for compensability on the same basis as leave accumulated with the District.

J. Special Personal Leave

Full-time annually contracted academic employees shall have one day per academic year (September-June) of special personal leave. Special personal leave days shall be non-cumulative and shall be arranged in advance with the dean of instruction. Special personal leave days shall be deducted from non-compensable leave days.

1 - Accumulation of Leave

- a. Full-time academic employees under contract or otherwise employed by Peninsula College shall have posted to their leave records a credit of twelve (12) days of personal leave accumulated at the rate of one day (8 hours) per calendar month. Such days shall be deemed compensable for any month during which full-time contractual days are worked (normally ten (10) days). The remaining days, (normally two days), shall be non-compensable. Pursuant to applicable statute, each full-time academic employee's unused personal leave allowance shall accumulate from month to month without limit.

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- b. Associate academic employees shall accumulate leave on the basis of one day (8 hours) per month of employment, prorated to reflect the percentage of full-time load. Leave for sequentially contracted associate academic employees may be accumulated for one academic year; however, all leave accumulation will lapse at the end of each academic year for all associate employees. Leave accumulated under Section 1(b) is not eligible for sick leave buyout.

2 - Compensability

Compensability of leave shall be according to statute.

3 - Exhaustion of Benefits

No deduction in pay will be made up to the total number of days of accrued personal leave. Deductions from accrued personal leave for illness or injury shall be charged against compensable days until such account is exhausted; thereafter, charges shall be to non-compensable days until such account is exhausted. All days utilized under emergency leave, bereavement leave, or personal leave shall first be charged to non-compensable days until such account is exhausted. Personal leave beyond the total number of days of accrued leave shall be deducted from salary at the per diem rate of the annual contract for each day of absence.

4 - Special Leave Consideration (Full-time Academic Employees)

Efforts shall be made to give special consideration in terms of either sabbatical leave or professional leave of absence without pay to faculty members who, due to enrollment difficulties, program obsolescence, or fiscal exigency, are threatened with RIF and wish to retrain for another position currently available or planned to be available at the College.

APPENDIX B
APPOINTMENTS, WORKLOAD, AND COMPENSATION

I. APPOINTMENT CATEGORIES

All academic employees as defined herein shall be hired in one of the following appointment categories, which shall be designated on all Employment Notice and Service Record Change forms.

A. Full Time

An appointment for a full load as defined herein. All full-time appointments shall be in one of the following categories:

1. Tenured - An appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington. Such appointments are contracted on an annual basis.
2. Probationary - An appointment for a designated period of time which may be terminated without cause upon expiration of the term of the appointment but which may not be terminated without sufficient cause and due process prior to the expiration of the term of appointment as defined by the laws of the State of Washington. Such appointments are contracted on an annual basis.
3. Temporary - An appointment for a designated period of time which may be terminated without cause upon expiration of the term of the appointment but which may not be terminated without sufficient cause and due process prior to the expiration of the term of appointment. Such appointments are contracted on an annual basis unless the need exists for less than one academic year. Temporary appointment does not constitute probationary appointment and temporary appointment does

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not lead to eligibility for tenure consideration, as defined by statute, unless probationary status is specifically awarded by action of the Employer. All temporary appointments expire at the end of the contracted period without further action of the employer. Temporary appointments may be made in the following categories:

- a. An appointment which is funded by federal moneys or other special funds as defined by statute.
 - b. An appointment to replace a tenured employee who has been granted leave.
4. Priority of Appointments - Full-time faculty shall have priority rights over associate faculty and part-time faculty to maintain full load in class assignments.

B. Part-time

An appointment for less than a full time annual instructional load as defined in the workload section of this agreement shall be defined as a part-time appointment. Categories of part-time faculty shall be established as follows:

1. Associate Faculty - An appointment of 50 percent or more but less than a full-time teaching load. Associate faculty shall be compensated pro rata from the full-time faculty salary schedule, shall carry faculty benefits as defined herein for part-time faculty, and shall carry pro rata non-instructional responsibilities except for college committees, which shall be on a volunteer basis. No quarterly contracted part-time faculty shall be employed for more than 75 percent of an annual normal load. The calculation of percentage of load for determining associate faculty status shall conform to the full-time teaching load stipulations as described in

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Section II.D. of this Appendix (B). Calculations for determining percentage of full-time teaching load shall include both day and evening assignments in credit-bearing courses.

2. Assistant Faculty - An appointment for less than 50 percent of a full teaching load contracted quarterly. Such appointments shall be compensated from the part-time instructor salary schedule (Appendix F) and shall not carry non-instructional responsibilities. Appointments in this category shall apply both to day and to evening assignments. Full-time faculty contracted for instruction in the continuing education program beyond normal instructional loads shall be compensated according to the part-time instructor salary schedule for such additional assignments.

II. WORKLOAD

- A. The annual contract for full-time academic employees shall consist of 175 contractual days, at least 162 of which will be instructional days as scheduled in the academic calendar. The Association shall be consulted prior to the final adoption of the academic calendar by the Board of Trustees.
- B. Individual assignments during instructional days shall be made in accordance with Section II.D. below.
- C. Assignment of non-instructional days shall be made by the appropriate administrator after consultation with the division chairperson and shall include at least the same number of hours on campus or at an authorized location as would be required on an instructional day. Such assignments may

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include, but are not limited to, division and general faculty meetings, in-service training, curriculum development activities, academic advising, and workshops or seminars (including preparation time).

D. The normal full-time workload for academic employees shall be determined by either credit or contact hours. Except for specific instructional areas listed below, the normal workload assignment will be either 15 credits or 20 contact hours per week.

	<u>Credit/Qtr.</u>	<u>or Contact Hour/Week</u>
Adult Basic Education	---	25
Auto Diesel	20	30
Counseling	---	40
Fisheries, Forestry	15	22
Industrial Electronics	16	24
Library	---	40
Mathematics Lab	---	24
Non-specified Instr. Dept.	15	20
Nursing	---	20
PE Activity Course (Lab)	12	24
Theatre Arts, Studio Arts	16	24
Pre-vocational (Handicapped)	---	40

Full-time academic employees whose contact hour limit is 24 hours or less shall be expected to keep at least 5 scheduled office hours per week for student advising and conferences.

Associate faculty shall keep office hours proportionate to teaching load in the office provided.

Alternative faculty assignments shall be made in consultation with the affected academic employee by the

college president or dean in any case where the normal workload is not achieved.

Senior citizens and continuing education, may be included in instructors' assignments in order to achieve full-time loads.

Full-time faculty members shall not be required to substitute as part of their normal assignments. Payment for substitute activities shall be in accordance with the part-time rate of pay provided such activities are assigned and authorized in advance by the dean of instruction.

The annual full-time workload may be a maximum of three credits and/or six contact hours greater than three times the quarterly credit and/or contact hour limit listed above but shall not exceed 40 contact hours per week.

Pro rata salary calculations for associate faculty shall be based upon the minimum credit limit listed in this section or contact hour limit, whichever is more favorable to the employee.

E. In implementing II.D. above, the following conditions shall apply:

1. Overloads shall be computed on an annual basis by adding the weekly contact hours for each of the three quarters. Hours in excess of maximum annualized hours shall be compensated on a pro rata basis.
2. An academic employee in two or more instructional areas shall have workload computed on a pro rata basis.
3. The maximum described herein may be exceeded without compensation when requested by the individual academic employee and approved by the appropriate administrator.
4. Academic employees assigned to evening school as part of their regular workload will have appropriate adjustments in their daily assignments as approved by the dean of instruction.

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III. COMPENSATION (Full-time and Associate Faculty)

- A. Full-time Salary Schedule Index - Pay for full-time and associate faculty shall be computed from the full-time salary schedule (Appendix E).
- B. Initial Faculty Salary Placement - Academic
1. Horizontal (Lane)
- a. Initial horizontal salary placement is assigned upon the basis of official documented evidence of college and university degree and credit awards. Degrees and credits acceptable for salary placement must be from accredited colleges and universities listed in the directory published by the American Council on Education.
- b. Initial placement is set at the highest documented relevant degree level plus appropriate credit hours earned subsequent to the date of that degree. Credit allowances beyond degree levels must be pertinent to the area of assignment and are subject to review and approval.
- c. No placements are made beyond documented degree and credit levels.
- d. All degrees and credits claimed for salary placement must be listed upon the initial application form. Degrees and credits completed prior to employment, but not claimed initially, will not be allowed for salary credit at any time subsequent to employment.
- e. All degrees and credits claimed for salary placement must be documented within one (1) quarter of employment. Salary placement will not be re-evaluated for documentation furnished subsequent to the one (1) quarter grace period.

f. A degree and credit total which falls between horizontal lanes is assigned the salary level from the lower lane.

g. The terms "Bachelor of Arts, Master of Arts, and Doctor of Philosophy," as used typically in the salary schedule to describe academic qualifications, are not restrictive. Any bachelor's, master's, or doctor's degree appropriate to the teaching assignment and meeting the requirements of sub-paragraph "a" above may be approved for salary placement.

h. All degree and credit documentation is established through official college and university transcripts which are sent directly from the issuing college or university to the Peninsula College personnel office.

2. Vertical (Step)

a. Step placement (experience credit) is determined only by a documented record of acceptable teaching experience in an organized public or private institution.

b. No step credit is allowed for undocumented teaching experience. Documentation may be established by letters of affidavit or certification, or by other acceptable official records.

c. Valid experience credit must be contracted and not less than annual half time. Half-time experience is counted at the rate of one (1) vertical step for each two (2) years. Experience which is more than half time but less than full time is counted as half-time experience.

d. No experience credit is allowed for teaching experience adjunct to regular registration in a college or university (teaching assistantship).

e. Initial vertical placement is made at the level one step beyond the number of experience years allowed, e.g., placement for two years allowed experience would be set at Step 3.

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f. This section is used to set initial salaries for all teaching employees except those in vocational/technical programs.

C. Initial Placement - Vocational/Technical

1. Horizontal (Lane)

- a. Horizontal placement may include both academic and experience credits; however, academic credits must be documented according to the requirements for academic placement, and experience credits must be documented by letters of affidavit or certification, or by other acceptable means.
- b. Practical (industrial) experience may be used only to determine horizontal placement.
- c. Placement in Lane 1 of the salary schedule requires a period of basic qualification (journeyman status in apprenticeable trades, five years full-time industrial experience, or a baccalaureate degree where applicable).
- d. Initial placement beyond Lane 1 is based upon credit beyond the baccalaureate degree and/or experience credits. Experience credits (full-time employment) are counted at the rate of two (2) years' documented and relevant experience to ten (10) academic credits.
- e. Industrial employment credits, singly or in any combination with academic credits, are not counted for initial placement beyond Lane VIII.

2. Vertical (Step)

Vertical placement is determined upon the same basis as in Academic Placement except that documented teaching experience in an industrial setting may be counted toward initial placement. This experience must meet the same qualifying restrictions as in Academic Placement.

D. Salary Schedule Advancement

1. Horizontal

Salary advancement other than for years of teaching experience shall be allowed on the basis of approved PIUs. The definition of PIU (Professional Improvement Unit) for purposes of salary advancement is: one academic quarter credit; two-thirds of a semester credit; or a credit equivalent as defined below. PIUs allowed for salary purposes must meet the following standards:

- a. Graduate credits earned in the individual's major or minor academic areas.
- b. Undergraduate credits earned for the purpose of strengthening an individual's effectiveness in the area of assigned teaching responsibilities.
- c. PIUs earned at the request of the dean of instruction.
- d. Equivalent PIUs as follows:
 - (1). A full work week of paid field work equals one PIU. No more than ten (10) PIUs in any calendar year and no more than five (5) PIUs in one subject area will be allowed for salary advancement.
 - (2). A full day of participation in professional conferences or seminars is equal to 0.2 PIU. No more than ten (10) PIUs in a calendar year and no more than five (5) PIUs in one subject area will be allowed for salary advancement.
 - (3). A full day of travel experience in foreign or domestic areas equals 0.2 PIU. A maximum of five (5) PIUs per year is allowable for salary advancement.
 - (4). PIUs may be allowed as part of a professional improvement plan which involves independent research and professional development activities (see Article V, Section 13) outside an individual's contract

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obligations. No more than ten (10) PIUs in any calendar year and no more than five (5) PIUs in any subject area will be allowed for salary advancement.

- e. PIUs in any category must be preplanned and approved in advance for salary purposes by the dean of instruction in consultation with a three-member faculty review committee. PIUs not approved in advance will not be allowed for salary advancement. Faculty members are responsible individually for furnishing proof of the satisfactory completion of PIUs approved for salary advancement. Official transcripts of college or university credits must be furnished for graduate or undergraduate college credits. Acceptable documentation must be furnished for all equivalent PIUs. Documentation for PIUs earned in the previous calendar year must be submitted to the dean of instruction by October 15 of the year in which salary PIUs are to be applied. Approved PIUs documented after October 15 will be applicable for salary advancement effective the following year, providing they are documented by December 31 of the year in which they are earned.
- f. All approved PIUs shall apply to horizontal advancement regardless of source of funding.
 2. Vertical
 - a. Full-time academic employees shall advance one step vertically for each year of service.
 - b. Associate academic employees shall advance one step for each full-time equivalent year of classes.

IV. The Association reserves the right to pursue judicial or legislative action to secure funds to implement vertical step increments which have been earned but have been denied by the legislature.

APPENDIX C

EVALUATION OF PROBATIONARY, TENURED, AND ASSOCIATE
ACADEMIC EMPLOYEES

I. PURPOSE

The purpose of this appendix is to establish a method, both fair and consistent, of evaluating faculty effectiveness in the performance of assigned duties. The provisions of this appendix are applicable to probationary, associate, and tenured academic employees.

II. EVALUATION COMMITTEES

Teaching/performance evaluation shall be conducted by individually-assigned review committees which shall be formed as required. Each committee shall consist of the following members:

The dean of instruction or designated representative, who shall act as committee chairperson.

The appropriate division chairperson or a tenured faculty member selected by the division chairperson.

A tenured faculty member nominated by the evaluatee.

A tenured faculty member nominated by the president.

A full-time student nominated by the Associated Student Council.

At least three of the committee members must be tenured academic employees who must have duty assignments which are primarily non-administrative.

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The names of academic employees and students nominated for specific review committees shall be compiled and published by the dean of instruction. The scheduling of probationary, tenured, and associate academic employees for evaluation shall be the responsibility of the dean of instruction.

III. EVALUATION REPORT

A formal evaluation report shall be prepared on each full-time or associate academic employee by the conclusion of second quarter in the first year of employment and by the conclusion of the first quarter of the second and third years of employment. Subsequently tenured and associate academic employees will be evaluated no less than once each five years. These reports shall be forwarded through the responsible committees through the dean of instruction to the president.

Upon request, each academic employee undergoing evaluation will furnish his or her approved committee with a written statement of the objectives of each course taught and a general outline of the methods used to achieve them, including but not limited to texts, supplementary readings, number and type of assignments, examinations, or other information or documents which may be requested by the committee.

Each evaluation will include information compiled from student questionnaires. All formal evaluation activity involving student questionnaires will be administered by the dean of instruction or his/her designee.

Review and evaluation committees for teaching and non-teaching academic employees shall consider or require the following items, where applicable:

- A. Information from alumni questionnaires/interviews.
- B. Information from community agency peer questionnaires/interviews.

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- C. Evaluation reports by division, chairpersons.
- D. Evaluation from peers.

IV. EVALUATION CRITERIA

- A. Criteria for teaching faculty
 - 1. Mastery of subject matter
 - 2. Classroom management
 - 3. Teacher/student communication
 - 4. Teacher evaluation of student performance
 - 5. Conduct of other assigned responsibilities

- B. Criteria for Librarians
 - 1. Professional competence
 - 2. Relations with students
 - 3. Relations with faculty and peers
 - 4. Interest/enthusiasm for job

- C. Criteria for counselors
 - 1. Professional competence
 - 2. Relations with students (including students in counselors' specialized areas)
 - 3. Relations with faculty and peers
 - 4. Interest/enthusiasm for job
 - 5. Student evaluations in courses taught (when applicable)

V. DISPOSITION OF EVALUATIONS

The result of evaluations shall be communicated only to the evaluated academic employee, the division chairperson, the dean of instruction, the president, and the trustees. All evaluation reports shall become part of the permanent record file of each evaluated academic employee.

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The decision to award or not award tenure shall be in accordance with RCW 28B.50.852. By March 1 of each year, probationary review committees shall submit, for all third-year probationary faculty, a recommendation to award or not to award tenure. These recommendations shall be forwarded to the trustees through the dean of instruction and the president. The trustees, after the consideration of the committees' recommendations, shall decide as to whether or not tenure shall be awarded. Probationary faculty will be notified of the trustees' decision not later than the conclusion of winter quarter in the third probationary year.

All review committees, both for new probationers and for tenured faculty, will be formed and approved no later than the third week of the beginning of fall quarter.

Unless excused in writing by the president, all faculty and administrators assigned to probationary review committees, will serve the full probationary term. Should a committee member be excused, a replacement will be nominated and approved according to the terms of this policy.

APPENDIX D
REDUCTION IN FORCE AND DISMISSAL

I. PUPPOSE

If a tenured academic employee with a full-time faculty appointment is to be laid off for program termination or reduction resulting from substantial decreases in enrollment, for changes in educational policy adopted by the Board of Trustees, or substantial shortage of funds, this Reduction in Force and Dismissal Appendix will be utilized and the following criteria and procedures used. (The Board of Trustees perceives this RIF or reduction of staff policy as a document to be implemented if the foregoing conditions are present.)

II. NOTIFICATION OF POTENTIAL RIF

The president, with consultation from his/her administrative staff, division chairpersons, and others, will review the nature of the problem facing the College. If the president concludes that reductions in staff are or will be necessary in the near future, he/she will give notice of the potential reductions to the Association. The preliminary notice which the president gives to the organization shall include the reasons for the proposed reductions in staff and the number of academic employees to be considered for layoff.

III. EMPLOYEE CONSULTATION AND RESPONSE

The Association will then have the right to meet and exchange information with the president, who shall fully document the need for such reductions in staff. Such meetings shall conclude within ten (10) days of the date of the first meeting. In the event the Association is not in agreement with the proposed RIF, it may develop alternative

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proposals which shall be made available to the Board of Trustees and any group or individual requesting the same.

IV. LAYOFF CRITERIA AND CONSIDERATIONS

A. The president shall present and explain the major criteria to be used to identify those to be laid off to the faculty. If any courses currently in the curriculum are expected to be eliminated, the president shall identify those courses and explain why they have been judged not to be the most necessary course offerings to maintain the best possible quality educational opportunities at Peninsula College. The Association shall be consulted prior to the termination of any occupational or academic programs. In the event any employee group or college organization is not in agreement with the recommendations of the president, they may present their opinions and recommendations for consideration to the president.

The Employer shall attempt to reassign academic employees whose courses/programs are being eliminated.

Nothing in this section shall preclude the administration from implementing this RIF policy if the need for the RIF has not been agreed upon as provided for in this section.

B. If the number of academic employees is to be reduced, the president, with advice from the dean of instruction and division chairpersons, shall recommend what course offerings and/or other services are most necessary to maintain quality education at Peninsula College. The president shall consider, but not be limited to, the following factors:

1. The enrollment and the trends in enrollment for not less than two (2) years, if applicable, and their effect upon each division.

2. The goals and objectives of Peninsula College and the State Board for Community College Education.
3. Information concerning faculty vacancies occurring through retirement, resignation, sabbaticals, and leaves of absence.
4. The duties for which academic employees are needed.

V. ORDER OF LAYOFF

If a reduction is necessary and there are qualified academic employees to replace and perform all the needed duties of the employees to be laid off, the following order of layoff will be utilized:

- A. Probationary appointees with the least seniority.
- B. Full-time tenured academic employees with the least seniority.

VI. SENIORITY

- A. Seniority shall be determined by establishing the date of the signing of the first full-time employment notice for the most recent period of continuous full-time professional service for Peninsula College which shall include leaves of absence, sabbatical leaves, and periods of layoff. The longest terms of employment as thus established shall be considered the highest level of seniority.
- B. In instances where academic employees have the same beginning date of full-time employment, seniority shall be determined by the first date of associate faculty employment notice, if applicable.

VII. DETERMINATION OF QUALIFICATIONS

An academic employee shall be qualified to instruct courses which the president, with advice from the dean of

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instruction and the appropriate division chairperson, determines the academic employee is qualified to instruct.

VIII. RIGHT TO RECALL

A full-time tenured academic employee whose contract is not renewed as a result of this reduction procedure has a right to a recall to a position, either a newly created one or a vacancy, provided he/she is qualified as determined by the college president. The recall shall be in reversed seniority, the most senior first. Full-time tenured academic employees who have been laid off will retain their accrued benefits such as sick leave and seniority. The right of recall shall extend two (2) years from the date of layoff. Upon recall they shall be placed at least at the next higher increment on the salary schedule than at the time of layoff and will retain their tenured status.

IX. DISMISSAL POLICY

- A. A tenured academic employee shall not be dismissed or laid off from his appointment except for sufficient cause. An academic employee who holds a probationary faculty appointment shall not be dismissed or laid off prior to the dates established in the written terms of his appointment except for sufficient cause. Sufficient cause for dismissal includes but is not limited to causes identified in the Washington State statutes and RIF.
- B. A review committee shall be created for the express purpose of making recommendations to the Board of Trustees relating to the layoff and/or dismissal of academic employees of the College.
 1. The review committee shall be established no later than November 15 of each year and shall serve for the following twelve months. Those members of the

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review committee who receive a notice of dismissal or layoff shall be excused from serving on the review committee.

2. The review committee shall be comprised of the following members: one (1) administrator, three (3) academic employees.
3. Election of academic employees to the review committee shall be made by the Association prior to November 15 each year. A minimum of six (6) academic employees shall be nominated. The three persons receiving the most votes shall be elected as members of the review committee. The persons receiving the next highest number of votes shall be elected as alternates. The alternate receiving the greatest number of votes shall be Alternate #1, the next greatest number shall be Alternate #2, and third greatest number, Alternate #3.
4. Faculty members affected shall each have one peremptory challenge on membership of the review committee. In the event a review committee member is challenged, an alternate shall serve.
5. The review committee will select one of its members to serve as chairman.

X. PROCEDURE FOR LAYOFF OR DISMISSAL

- A. When the president receives or initiates a formal written recommendation about an academic employee which may warrant dismissal or layoff, the president shall inform that academic employee. Within ten (10) days after having been so informed, the academic employee will be afforded an opportunity to meet with the president or designee and the chairman of the division. At this preliminary meeting, which shall be an information

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gathering session, an adjustment may be mutually agreed upon. If the matter is not settled or adjusted to the satisfaction of the college president, the president shall recommend that the academic employee be dismissed or laid off.

B. If the president recommends that the academic employee be dismissed or laid off, the president shall deliver a short and plain statement in writing to the academic employee which shall contain:

1. The grounds for dismissal or layoff in reasonable particularity.
2. A statement of the legal authority and jurisdiction under which the hearing is to be held.
3. Reference to any particular statutes or rules involved.

XI. HEARING

A. After notification of the president's recommendation for layoff or dismissal, the affected academic employee may within the following ten (10) days request a hearing. If the president does not receive this request within the ten (10) days, the academic employee's right to a hearing will be deemed waived.

If the president receives a request for a hearing, the review committee will be convened and the aforesaid statement shall be delivered to the members. The president also shall notify the Board of Trustees of the request for a hearing. The Board of Trustees shall then appoint a hearing examiner whose responsibilities shall be to establish a date for a hearing and to inform, in writing, the employee, the president, and the review committee of the time, date, and place of such hearing.

The hearing examiner shall not be a community college board member, community college employee, member of the State Board for Community College Education staff, or a Washington State attorney general employee. Furthermore, this scheduled hearing shall not be held prior to the twenty-first (21) day following notification of the president that the employee requested a hearing.

B. In the presence of the review committee, the hearing examiner shall:

1. Preside over the dismissal hearing.
2. Conduct the hearing with all due speed until the hearing is terminated.
3. Hear testimony, under oath, from all individuals called by the president, the employee, the dismissal review committee, or the hearing examiner, and receive any evidence offered by the same.
4. Afford the employee whose case is being heard the right of cross-examination, the opportunity to defend him/herself, and to be accompanied by legal counsel.
5. Allow the college administration to be represented by an assistant attorney general.
6. Make all rulings regarding the evidentiary and procedural issues presented during the course of the dismissal review committee hearings.

C. The hearing shall be closed unless the hearing examiner determines otherwise.

D. Following the presentation of testimony and evidence, the hearing examiner shall afford the employee or his/her counsel(s) and the assistant attorney general representing the college administration the opportunity to present oral arguments. The hearing examiner may

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request written briefs to be submitted within five (5) days.

- E. Within fifteen (15) days of the conclusion of all hearing testimony, evidence, oral arguments, and written briefs, the review committee and the hearing examiner shall make their written recommendations to the Board of Trustees. A copy of such recommendations shall also be given at the same time to the employee and to the president.

XII. RECOMMENDATIONS

- A. The decision to dismiss shall rest, with respect to both facts and decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the president, the dismissal review committee, and the hearing examiner. Those recommendations shall be advisory only and in no respect binding in fact or law upon the Board of Trustees.
- B. The Board of Trustees shall meet within a reasonable time subsequent to its receipt of the recommendations to consider those recommendations. The Board of Trustees shall afford the parties the right to oral and written argument with respect to whether they will dismiss the faculty member involved. The Board of Trustees may hold such other proceedings as it deems advisable before reaching its decision. A record of the proceedings at the board level shall be made and the final decision shall be based only upon the record made before the Board and at the dismissal hearing, including the briefs and oral arguments. The Board of Trustees shall, within fifteen (15) days following the conclusion of its review, notify the charged academic employee, in writing, of its final decision.

- C. Suspension of the academic employee by the president during the administrative dismissal proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to self or others is threatened by continuance. Any such suspension shall be without pay if dismissal is upheld.
- D. If the president of Peninsula College initiates a formal written recommendation that an academic employee be dismissed and the Board of Trustees decides to retain the employee, or if the trustees' decision to dismiss an employee is reversed by a court, all evidence concerning the dismissal will be removed from the employee's permanent personnel file if the reason for the denial of the recommendation was the president's failure to establish the facts which were the basis for the dismissal recommendation. If the facts which were the basis for the dismissal recommendation were shown to the satisfaction of the trustees and the courts but the dismissal recommendation was not followed because the trustees or the courts decided that the facts were not sufficient to warrant dismissal, the facts which were shown would be retained in the employee's permanent personnel file along with a record of the outcome of the dismissal proceedings. If the facts are to be retained in the employee's permanent personnel file, the employee will be given an opportunity to review the facts and to write an explanation which will be retained along with the findings of fact.

XIII. WAIVER OF RIGHTS

Nothing in this reduction in force and dismissal policy shall be determined as an abrogation of or as a waiver of rights or procedures set forth under the Professional Negotiations Act or other applicable Washington State statutes or federal regulations.

PENINSULA COLLEGE
FACULTY SALARY SCHEDULE
1986 - 1987

CAD TECH	BA I	BA+10 II	BA+20 III	BA+30 IV	MA V	MA+10 VI	MA+20 VII	MA+30 VIII	MA+40 IX	MA+50 X	MA+60 XI	MA+70 XII	MA+80 XIII	MA+90 XIV	PhD XV
1	19245	19643	20040	20438	20835	21233	21631	22028	22426	22823	23221	23618	24016	24414	25209
2	19840	20238	20635	21033	21430	21828	22226	22623	23021	23418	23816	24213	24611	25009	25804
3	20435	20833	21230	21628	22025	22423	22821	23218	23616	23013	24411	24808	25206	25604	26399
4	21030	21428	21825	22223	22620	23018	23416	23813	24211	24608	25006	25403	25801	26199	26994
5	21625	22023	22420	22818	23215	23613	24011	24408	24806	25203	25601	25998	26396	26794	27589
6	22220	22618	23015	23413	23811	24208	24606	25003	25401	25798	26196	26593	26991	27389	28184
7	22815	23213	23610	24008	24405	24803	25201	25598	25996	26393	26791	27188	27586	27984	28779
8	23410	23808	24205	24603	25000	25398	25796	26193	26591	26988	27386	27783	28181	28579	29374
9	24005	24403	24800	25198	25595	25993	26391	26788	27186	27583	27981	28378	28776	29174	29969
10	24600	24998	25395	25793	26190	26588	26986	27383	27781	28178	28576	28973	29371	29769	30564
11	25195	25593	25990	26388	26785	27183	27581	27978	28376	28773	29171	29568	29966	30364	31159
12	25790	26188	26585	26983	27380	27778	28176	28573	28971	29368	29766	30163	30561	30959	31754
13	26385	26783	27180	27578	27975	28373	28771	29168	29566	29963	30361	30758	31156	31554	32349
14	26980	27378	27775	28173	28570	28968	29366	29763	30161	30558	30956	31353	31751	32149	32944
15	27575	27973	28370	28768	29165	29563	29961	30358	30756	31153	31551	31948	32346	32744	33539
16	28170	28568	28965	29363	29760	30158	30556	30953	31351	31748	32146	32543	32941	33339	34134
17	28765	29163	29560	29958	30355	30753	31151	31548	31946	32343	32741	33138	33536	33934	34729
18	29360	29758	30155	30553	30950	31348	31746	32143	32541	32938	33336	33733	34131	34529	35324
19	29955	30353	30750	31148	31545	31943	32341	32738	33136	33533	33931	34328	34726	35124	35919
20	30550	30948	31345	31743	32140	32538	32936	33333	33731	34128	34526	34923	35321	35719	36514

Adopted by the Board of Trustees 10/21/86



PENINSULA COLLEGE

APPENDIX EF

PORT ANGELES, WASHINGTON

1986 PART-TIME INSTRUCTOR SALARY SCHEDULE

(EFFECTIVE FALL QUARTER, 1986)

<u>CREDIT</u>	<u>SCHEDULED HOURS/WEEK</u>	<u>TOTAL</u>
1	1	\$ 263.75
1	2	387.50
2	2	527.50
2	3	651.25
2	4	775.00
3	3	791.25
3	4	915.00
3	5	1,038.75
3	6	1,162.50
4	4	1,055.00
4	5	1,178.75
4	6	1,302.50
4	8	1,550.00
5	5	1,318.75
5	6	1,442.50
5	7	1,566.25

Calculation based on \$140.00 per credit plus \$11.25 per hour.

Contact time per quarter must equal 550 minutes per credit for courses classified as "lecture" and 1100 minutes per quarter for courses classified as "laboratory."

10/17/86
jt

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 3
AND THE
OLYMPIC COLLEGE ASSOCIATION FOR HIGHER EDUCATION
AFFILIATED WITH THE WASHINGTON EDUCATION ASSOCIATION
AND THE NATIONAL EDUCATION ASSOCIATION

March 25, 1986 to and including June 30, 1988.

JC870524

PREAMBLE

This Agreement is by and between the Board of Trustees of Community College District #3, hereinafter called the "Employer," and the Olympic College Association for Higher Education affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association".

The term Employer used hereinafter shall mean the Board of Trustees or its lawfully designated representative(s).

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the Association as the exclusive negotiating representative for all academic employees employed by the Board for the purpose of exercising all rights accorded academic employee organizations by RCW Chapter 28B.52.

Section 2. The term academic employee shall be defined as those performing teaching, learning resources, or counseling functions consistent with Appendix B-5. Excluded are all other employees.

Section 3. It is agreed that this shall be the only Article of this Agreement applicable to academic employees listed below and that such employees shall not be covered by any other Article in this Agreement during its term:

All Community Service and specially contracted academic employees shall receive an individual contract specifying compensation at the rate of a minimum of \$14.50 per contact hour.

ARTICLE II - SAVINGS CLAUSE

It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

The provisions of this Agreement shall be subject to any future actions of or directions by the Legislature of the State of Washington. In the event of conflicts between the results of such actions and the provisions of this Agreement during its term the former shall prevail.

ARTICLE III - ASSOCIATION RIGHTS

Section 1. Payroll Deductions. The Employer shall, upon written authorization of the academic employee involved, provide payroll deduction of Association membership dues for full-time academic employees. Such deduc-

tions shall be remitted to the authorized Association Representative. The Employer agrees to provide, upon receipt of authorization from an academic employee, payroll deductions from the employee's salary for insurance plans, tax-sheltered annuities, credit unions, or other plans provided that such deductions are in accordance with state law and OFM regulations.

The Association 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 academic employee and such authorization has not been rescinded.

Section 2. Association/Employer Committee. Both parties agree that its representatives shall meet upon request at a mutually agreeable time, place, and date for the purpose of reviewing implementation of this Agreement and other areas of mutual concern. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. 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.

Section 3. The Association may post notices of activities and matters of Association concerns on bulletin boards provided such use shall not apply to any Association activity related to partisan political activities.

Section 4. The Association shall have the right to use Community College District #3's internal mail service and academic employee mail boxes for communications purposes. The Employer shall be reimbursed by the Association for any postage required.

Section 5. Rights of Faculty in Association.

- (a) The Employer will not interfere with the legal right of academic employees to organize, join and support the Association for whatever purpose in which it may legally engage. The Employer agrees it will not discriminate against any academic employee because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the duly established grievance procedure.
- (b) The Association further recognizes its responsibility as bargaining agent and agrees to represent all academic employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 6. Sufficient copies of this Agreement shall be made available to the Association to allow it to distribute copies to all members of the unit.

Section 7. The Association and its representatives shall have the right to use buildings for meetings and to transact Association business, provided normal scheduling channels are followed and no additional cost is incurred by the College.

Section 8. The Association shall have the right to use facilities and equipment, including typewriters, duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the Employer for use of such equipment and supplies at actual cost.

Section 9. To assist the Association in carrying out its representation responsibility, the Employer, upon request, shall furnish to the Association information in the same form and manner available to the general public. Such requests shall be in accordance with the public records policies and procedures of the District.

Section 10. The Association and its representatives shall have reasonable access during normal college hours to all District controlled facilities in which members of the bargaining unit work, provided there is no disruption to the normal operation of the College.

Section 11. The Employer agrees to provide to the Association, within the first thirty (30) days of each academic year, the names and location of assignment of all full-time members of the bargaining unit. A complete listing of all part-time employees by District facility (location) shall be provided to the Association quarterly.

Section 12. An Association representative or agent shall have the right to attend all regular or special meetings of the Board excluding executive sessions and to submit items for the agenda consistent with the bylaws and procedures of the Board.

Section 13. Notices of hearing conducted under the Higher Education Administrative Procedure Act shall be provided to the Association.

Section 14. A representative(s) of the Association may attend the Association Representative Assembly on contracted days. Such utilization shall not exceed two (2) man-days per year. No loss of pay shall be incurred nor shall any expenses be borne by the Employer.

ARTICLE IV - NONDISCRIMINATION

The parties agree that there shall be no discrimination against any academic employee because of race, sex, age, religion, color, ancestry, handicapped status, or veterans status in the administration or application of the terms of this Agreement. Processing of alleged violations of this Article

through the applicable regulatory agency or through arbitration shall be the option of the employee. A decision by the employee to proceed with arbitration shall constitute a waiver of any rights to pursue another remedy.

ARTICLE V FACULTY RIGHTS AND BENEFITS

Section 1. The Employer shall provide a faculty lounge equipped as mutually agreed. (H-110)

Section 2. Each academic employee is entitled to freedom in the classroom in the discussion of the subject he teaches. When he speaks or writes outside of the scope of his employment, he is free from institutional censorship or discipline and it is understood that he is not an institutional spokesman.

Section 3. Personnel Files. Copies of materials in the official personnel files shall be confidential and shall be restricted for use to formal institutional meetings, normal administrative requirements, or when otherwise required by law. Each academic employee shall have access to his own personnel file during normal working hours upon reasonable advance notification and/or may designate in writing a representative of his choice for such access. An academic employee shall be notified of any requests, either oral or written, for access to his personnel files other than those authorized under this Agreement. Material which would place an academic employee's employment in jeopardy may be placed in his personnel file only after allowing him/her to read the material and append to it answers to any charges, complaints or statements involved. The academic employee shall then sign the materials, but his signature does not necessarily imply agreement with the statements contained in the material.

Section 4. Individual Contracts.

- (a) All academic employees who hold an appointment or who are employed without appointment on a part-time basis shall be issued an individualized contract prior to the beginning of each assignment period.
- (b) The Employer shall provide such contracts to each full-time academic employee prior to the end of Spring Quarter of the preceding academic year. Certified mail shall be used in instances where an academic employee is on leave at the time contracts are issued provided the academic employee has left a forwarding address prior to commencement of leave.
- (c) Each individual academic employee who intends to return to employment in his/her respective tenured or probationary appointment shall so notify the Employer by signing the individual contract and returning it to the District President no later than fourteen (14) days after its issuance. Failure to return a contract on a timely basis shall mean such individual academic employee does not intend to return to the tenured or probationary faculty appointment and no longer desires to be employed by the District.

Section 5. Leaves of absence for academic employees shall be in accordance with Appendix A.

Section 6. The Employer shall contribute up to the maximum amount authorized by law and the State Employees Insurance Board for allowable group insurance plans for each full-time academic employee and part-time academic employee working more than one-half time. Academic employees shall have the opportunity to self-pay such contributions during leaves without pay. All premiums in excess of the amount allowed by law shall be borne by the academic employee.

Employer insurance contributions shall be made for the full twelve (12) month period which shall include all summer months.

Section 7. Application of Tenure. The Association agrees that the ultimate authority to grant or deny tenure is vested with the Employer. The Employer agrees that any decision to grant or deny tenure which is contrary to the Probationary Review Committee recommendations shall be immediately disclosed to both the probationee and the applicable Probationary Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure as well as the non-renewal or renewal of individual contracts including all decisions relating to the dismissal or discharge of an academic employee shall not be subject to the grievance procedure of this Agreement.

Section 8. Termination of Employment. Terminations of employment of academic employees shall be handled in a manner consistent with Appendix C and Appendix D. It is agreed that such provide a means for resolving disputes and that such disputes shall not be subject to the grievance procedure of this Agreement.

Section 9. Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All academic employees shall follow safety rules and procedures as they shall be from time-to-time promulgated.

Section 10. Faculty Screening Procedure.

- (a) Whenever newly created or existing full-time faculty positions are to be filled, the positions will be advertised appropriately both inside and outside the State of Washington. The Screening Committee shall work with the appropriate Dean to establish the qualifications desired for the position.
- (b) (1) All full-time applications shall be screened by an ad hoc committee known as the Faculty Screening Committee consisting of the appropriate director, two academic employees of the division or discipline appointed by the appropriate Dean, and a representative of the Affirmative Action Committee appointed by the College Affirmative Action Officer. The director will consult with academic employees in the appropriate discipline/division regarding selection of academic employees to serve on the Committee.

- (2) Such Committees shall elect a chairman from among the members. Additional persons may be utilized by the Committee for resource purposes upon mutual agreement between the Committee and the appropriate Dean. Provided, however, the final recommendation to be submitted to the appropriate Dean shall be made by the four (4) members in a manner determined by the Committee.
- (c) The Faculty Screening Committee will recommend candidates for each position to the appropriate Dean for his acceptance or rejection. If all candidates are rejected, the appropriate Dean and the Committee shall confer in order to determine the reasons for rejection. Thereafter, the screening process shall be repeated by the Faculty Screening Committee.
- (d) The above provisions shall not apply to tenured individuals returning to a previously held position in the bargaining unit or to non-tenured individuals returning to a full-time position previously held in the bargaining unit within the last three (3) years.

Section 11. Handbook. Copies of the Faculty Handbook shall be supplied to all full-time academic employees in the bargaining unit. Modifications to the Handbook shall be supplied within a reasonable time. Copies of such handbook shall be made available upon request to part-time academic employees through the appropriate administrator and in the Campus Library.

Section 12. Transportation. Academic employees who are required by the Employer to use personal vehicles for transportation shall be compensated at a rate consistent with OFM regulations as they now exist or hereinafter may be amended.

Section 13. Copyrights and Patents.

- (a) The ownership of any materials, processes or inventions developed solely by an academic employee's individual effort and expense shall vest in the academic employee and be copyrighted or patented, if at all, in his name.
- (b) The ownership of materials, processes or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.
- (c) In those instances where materials, processes or inventions are produced by an academic employee with College support by way of use of significant personnel, time, facilities, or other College resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

Section 14. It is agreed that seven (7) employees (one (1) from each of the four (4) divisions one (1) from PSNS, one (1) from Learning Resources and one (1) from Counseling) shall be included and serve on the Curriculum and Instruction Council.

Faculty representatives on the Curriculum and Instruction Council shall be elected by the faculty in their respective division or service area.

Section 15. Facilities and Support Services Consistent with fiscal and budgetary limitations, the Employer shall:

- (a) Continue to provide each full-time academic employee with office space, furniture and files.
- (b) Continue to provide part-time academic employees appropriate consultation and work space.
- (c) Continue to provide equipment and supplies as determined necessary to assist academic employees in the performance of their duties.
- (d) Continue to provide each academic employee with the key(s) to those facilities necessary for conducting and fulfilling his/her professional duties.
- (e) Provide full-time academic employees, upon request, with institutional business cards for college business.
- (f) Provide academic employees with designated on-campus parking during both day and evening assigned duty times in accordance with the fee schedule determined by the District.

Section 16. Due Process. No academic employee shall be disciplined (including oral warnings or oral/written reprimands or suspensions) without just cause. The specific grounds forming the basis for documented disciplinary action will be made available to the academic employee and the Association in writing. Any disciplinary action taken against an academic employee shall be appropriate to the behavior which precipitates the action.

An academic employee shall be entitled to have present a representative of the Association during the proceedings.

ARTICLE VI - COMPENSATION

Compensation for all academic employees shall be in accordance with the schedule and procedures contained in Appendix B.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined as an alleged violation by the Employer of the terms of this Agreement. An individual academic employee or group of academic employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Association has been given the opportunity to be present at such adjustment. Such grievances shall be handled in the following manner:

Step One

The grievant and the Association representative, if requested by the grievant, may orally present the alleged grievance to the appropriate immediate Supervisor and Dean. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the employee and the Association representative, if any, involved and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The immediate Supervisor and Dean shall be given the written grievance and will note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Association representative. The Dean shall answer the grievance in writing within five (5) working days thereafter and shall concurrently send a copy of the grievance and the answer to the Association.

Step Two

If no settlement is reached at Step One, the written grievance may be submitted to the President or designated representative, provided it is filed with the President or his designated representative not more than five (5) working days after it is answered in Step One. Representative(s) of the Association will be present at any meeting called to consider the grievance at this Step Two. The President or his designated representative shall send his written answer to the Association within ten (10) working days. Such answer shall be deemed to be the final position of the Employer.

Step Three

If no settlement is reached at Step Two, the Association may in its sole discretion within five (5) working days after the date of the Step Two answer request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined. The demand for arbitration shall be within twenty (20) working days of the Step Two answer.

Section 2. With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section 1 above within fifteen (15) working days after the

occurrence of the event or the condition giving rise to the grievance shall be waived for all purposes. For purposes of this Article, working days shall be defined as contracted faculty working days pursuant to the Board-approved main campus calendar regardless of whether the grievant is actually assigned such days. In addition, if any other steps or actions provided for in Section 1 of this Article are not taken or appeals therein provided for not taken or filed or notice not given within the time limits therein specified, then the grievance shall be deemed finally closed and settled on the basis of the Employer's last answer unless both parties mutually agree to extend time limits.

Section 3. Matters subject to arbitration shall be referred to the American Arbitration Association under voluntary rules.

Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

Section 4. Jurisdiction of the arbitrator is limited to:

- (a) Adjudication of the issues which under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and
- (b) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement; and
- (c) The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and
- (d) The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and
- (e) The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and
- (f) The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties.
- (g) The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

(h) No arbitrator shall have the authority to remand an issue back to the parties for negotiations.

Section 5. The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association and the employees affected consistent with the terms of this Agreement.

Section 6. Nothing in this Article shall be construed to preclude an academic employee from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.

Section 7. It is the intent of the parties that the grievance procedure set forth herein shall be the sole and exclusive remedy to present and resolve grievances relating to the interpretation and application of the terms of this Agreement unless another method of review is provided herein.

ARTICLE VIII - UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its employees during the term of this Agreement and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Agreement.

ARTICLE IX - RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and the direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

ARTICLE X - SCOPE OF AGREEMENT

Section 1. This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements of understandings, whether oral or written, between the parties. In addition this Agreement supersedes any rules, regulations, policies, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms.

Section 2. Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 3. 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. Therefore, except as specifically stated in Articles II and XI, the Employer and the Association 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 otherwise.

Section 4. Nothing contained herein shall be construed to deny or restrict any academic employee's rights and responsibilities he may have under the laws of the State of Washington and of the United States or other applicable regulations.

Section 5. No individual contract offered to academic employees by the Employer shall be inconsistent with the terms and conditions of this Agreement.

Section 6. It is agreed by the parties that negotiations shall be conducted in good faith.

Section 7. Implementation of any salary adjustment provided for in this Agreement which is funded by general funds of the State of Washington shall be consistent with legislative appropriation and with any subsequent modification thereto.

ARTICLE XI - DURATION

Section 1. Commencement of Negotiations. Negotiations between the Employer and Association representatives for a subsequent agreement will commence no later than May 1, 1988. Both the Employer and the Association will submit written proposals at the initial meeting.

Section 2. The Association reserves the right to re-open Appendix B-1 (subsections 2(a), 2(c), 2(e)), B-2 and B-3 in the event the Legislature of the State of Washington authorizes and appropriates funds for such purposes.


Section 3. Dispute Resolution. In the event that a dispute occurs and an impasse results, the parties shall notify and request the services of the Federal Mediation and Conciliation Service.

This Agreement shall remain in full force and effect upon its execution to and including June 30, 1988. In the event that negotiations have not been concluded by June 30, 1988, the terms and conditions of this contract will remain in effect until the last day of Fall Quarter, 1988, or as otherwise mutually agreed to in writing by the parties.

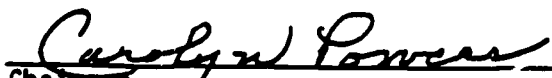
Signed this 25th day of August 1986 at Bremerton, Washington.

FOR THE ASSOCIATION

FOR THE EMPLOYER



President



Chairman

APPENDIX A

LEAVES

Section 1. Method of Accounting and Compensation for Illness, Injuries, Bereavement and Emergency Leave.

- (a) Eligible Employees: Eligible employees shall include full-time academic employees.
- (b) Two Accounts: Such leave accrued prior to July 1, 1981, by eligible employees shall be maintained in two separate categories, the first identified as a "compensation account" and the second as an "auxiliary account".
- (c) Current Sick Leave Accumulation: Prior to July 1, 1981, one (1) day of entitlement earned during each month of employment shall be credited to the compensation account, and all days earned in excess of one (1) day for each month of employment during a calendar year shall be credited to the auxiliary account. Sick leave received on or after April 1, 1986, shall be at the rate of one (1) day per calendar month. The effective dates for computing sick leave accrual shall be:
- (1) The first of the month of hire for individuals commencing employment between the first and the fifteenth of the month; or
 - (2) The first of the following month for individuals commencing employment between the sixteenth and the end of a month.
 - (3) Individuals completing employment on or before the fifteenth of the month shall not receive accrued leave for the month; those completing employment on or after the sixteenth shall receive the full monthly accrual credit.
 - (4) Effective June 1, 1986, part-time summer session faculty under full-time contract to the College the preceding three quarters will earn sick leave accrued between Spring and Fall Quarters in their compensatory account.
 - (5) Effective June 1, 1986, returning full-time academic employees who did not perform summer session assignments shall earn sick leave accrued between Spring and Fall Quarter in their auxiliary account.
- (d) Previously Accrued Sick Leave: Employees with accrued sick leave under previous leave policies shall have such accruals divided between the two accounts so that no more than one (1) day per month of full-time employment shall be credited to the compensation account. Any sick leave days accrued in excess of one (1) per month shall be credited to the auxiliary account.
- (e) Sick Leave Use: The first twelve (12) days of sick leave used each calendar year shall be drawn from the compensation account. In the event that more than twelve (12) days sick leave have been used during the calendar year,

days in excess of twelve (12) shall be taken from the auxiliary account until depleted, following which further absence shall be taken from the previously accrued compensation account.

Days of sick leave used shall be the days that were accumulated last.

(f) Compensation for Unused Sick Leave: Eligible employees shall receive monetary compensation for accrued sick leave as follows:

- (1) In January of each year, and at no other time, an employee whose year-end compensation account sick leave balance exceeds sixty (60) days may choose to convert sick leave days accrued in the previous calendar year (not to exceed one day per month), minus those used during the year, to monetary compensation.

No compensation account sick leave days may be converted which would reduce the calendar year-end balance in the compensation account below sixty (60) days.

Monetary compensation for converted compensable days shall be paid at the rate of 25% and shall be based upon the employee's current salary. "Current salary" shall mean the salary of an employee received for each full day of service, exclusive of supplemental pay for additional duties. The hours converted must be evenly divisible by four (25%).

- (2) Eligible employees or their estates who separate from the District, owing to retirement or death shall be compensated for their unused compensable sick leave accumulation at the rate of 25%. Compensation shall be based upon the employee's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested-out-of-service" employees who leave funds on deposit with the retirement system.

(g) Transfer of Sick Leave: Sick leave accrued by eligible employees at other community college districts in the State of Washington shall be transferable to Community College District #3. Transferred sick leave credits become vested after completion of six (6) months of employment. Sick leave accrued by eligible Community College District #3 employees shall be transferable to other community college districts, to the State Board for Community College Education, to the State Superintendent of Public Instruction, to any educational service district, to any school districts, or to any other institutions of higher education in the State. Uncompensated sick leave accumulated by a Community College District #3 employee who resigns from the District shall be reinstated to such employee who returns to the employment of the District.

(h) Exclusions: Compensation for unused sick leave shall not be used in computing the retirement allowance; therefore, no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation for retirement purposes.

Appendix A

An employee who separates from the District for any reason other than retirement or death shall not be paid for accrued sick leave. Sick leave shall not accrue during sabbatical leave or leave of absence without pay.

- (1) A physician's written statement must be filed with the personnel office verifying illness and recovery for all sick leaves in excess of five (5) consecutive days. Leave for illness, hospitalization or death of a member of the immediate family shall be subject to approval in writing by the appropriate Dean. Emergency leave shall be subject to approval in writing by the appropriate Dean.

Section 2. Special Leave (Noncumulative). Leave with or without pay not heretofore defined may be allowed up to a maximum of five (5) days, subject to prior written approval by the President.

Section 3. Court Leave (Noncumulative). An academic employee may be excused from his duties for jury service or for subpoena. Such academic employee shall be paid his regular pay, less the fee he received for acting as a juror or witness. Such leave shall not be deducted from any other leave to which the academic employee might be entitled.

Section 4. Leave of Absence. Leave of absence shall mean approved absence from duty without pay. Upon the request of a tenured academic employee, the Trustees may approve a leave of absence for up to two (2) years. The best interests of the College shall be a principal criterion in the approval of such leave.

- (a) Untimely application for leave of absence will be adequate reason for refusal, but application by April 1 for leave to begin in September shall be considered timely.
- (b) No sick leave benefits or longevity increment will be earned during leave of absence, but benefits previously earned shall not be reduced or forfeited.
- (c) Notice of intent to return shall be given to the President in writing on or before March 1 of the leave year.

Section 5. Military Leave of Absence. (1) During the period that the Selective Service Act is in force, if any academic employee of the District shall be inducted into military service, or (2) if an enlisted man or officer in the reserve of any of the Armed Forces of the United States shall be called to active duty, he shall be granted military leave of absence by the District. Said employee, upon being released from active duty in good standing shall, if he desires to resume employment with the District, report his desire for reinstatement not less than ninety (90) days prior to the beginning of the upcoming school year and upon being found capable and able to perform a faculty function shall be reinstated in a faculty position at the beginning of said school year.

Appendix A

- (a) Military experience under the above clauses shall be credited to the salary schedule the same as faculty experience, one (1) year of military service equaling one (1) year's faculty experience up to a maximum of two (2) years.
- (b) It shall be the policy of the District to reinstate an academic employee consistent with the applicable federal regulations regarding such matters.
- (c) Sick leave shall not accrue during military leave of absence.

Section 6. Maternity Leave of Absence. A leave of absence without pay shall be granted for pregnancy or childbirth provided such leave is requested in writing in advance and shall begin at such time as determined by the individual and her physician.

Said leave shall not extend beyond ninety (90) calendar days after the actual termination of the pregnancy unless a physician's statement indicates a different period of leave is necessary to protect the employee's health.

Sick leave shall not accrue during the period of leave of absence without pay.

Section 7. Sabbatical and Retraining Leaves.

- (a) **General Information.** Such leave may be approved for one, two or three quarters, consecutively or nonconsecutively, after the end of a six-year period of full-time contractual service as an academic employee of Olympic College. Leave appointees who are granted leaves of other than three consecutive quarters retain their remaining entitlement and may qualify for additional entitlement at the rate of one quarter for each additional two-year period of the full-time contractual service as an academic employee of the College.
- (b) **Sabbatical and Retraining Compensation.** Compensation during such leave shall be computed at the rate of seventy-five percent (75%) of the appointee's full nine-month contractual salary for the year or portion of the year in which the leave is taken or the average salary of the top quarter of teaching faculty, whichever is less. Nine months' contractual salary shall be interpreted to include basic full-time contractual salary for a regular three-quarter school year. The aggregate cost of such leaves during any year, including the cost of replacement personnel, shall not exceed one hundred fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave.
- (c) **Conditions.** Sabbatical or retraining leave may be granted under the following conditions:
 - (1) The application and detailed plan including reasons for requesting such leave shall be submitted in writing to the College President and to a committee consisting of five (5) academic employees

appointed by the Association (one from each division and one from learning resources/counseling) and one administrative appointment by February 15 of the school year prior to taking leave. The President shall transmit the committee's recommendations along with his concurrence or alternate recommendation to the Board by March 1. Grants of such leave shall be made at the regular March meeting of the Board of Trustees.

- (2) When the Board of Trustees grants a sabbatical or retraining leave, the recipient shall sign a contract with the College specifying:
 - (a) the length of leave
 - (b) the amount of payment
 - (c) performance according to the approved leave plan while on leave
 - (d) the requirement that the recipient will return to Olympic College for at least one year
 - (e) written prior approval of any change in the approved plan must be made by the President
 - (f) the recipient, upon return, shall submit a written report, including transcripts for courses taken where applicable, to the President within one (1) month to substantiate leave activities.
 - (g) failure to comply with any of the items above will result in repayment of the amount of the salary stipend and benefits paid during such leave.
 - (3) Sub-sections (2)(d) and (2)(g) above shall not apply when an academic employee on sabbatical or retraining leave has been RIFed in accordance with the terms of this Agreement.
 - (4) The time spent on sabbatical or retraining leave shall be recognized as equivalent to time spent as an academic employee at Olympic College (excepting sabbatical or retraining leave entitlement and sick leave accumulation.)
 - (5) The notice of the recipient's intent to return to the College shall be given to the President in writing on or before March 1 of the leave year. In case the leave is for less than a school year, the notification date of intent to return shall be specified in the contract.
- (d) All sabbatical or retraining leaves require the approval of the Board of Trustees. The number of such leaves approved by the Board of Trustees shall not exceed four percent (4%) of the full-time faculty for the upcoming year. No such leaves may be granted for less than one quarter.

Section 8. Faculty Exchange Leave. An academic employee may be granted a leave for the purpose of exchanging work assignments with any qualified colleague at any appropriate institution in industry, education, government, or other place of employment. Such exchange requires that the academic employee's replacement at Olympic College be qualified to perform the employee's normally contracted duties or to perform another assignment having a higher priority need. While participating in such an exchange, the Olympic College academic employee shall officially continue as a full-time contracted employee and shall be treated as such in all respects by the Employer; e.g., maintaining position on the Salary Schedule, insurance, and retirement coverage, etc. Application for Faculty Exchange Leave shall be made to the President at least four (4) months prior to the initiation of the leave.

Section 9. Personal Leave. Effective Fall Quarter, 1987, full-time academic employees are eligible to use one (1) nonaccumulative personal leave day per instructional year. Such leave must be used between the eleventh (11th) and fortieth (40th) instructional days of a quarter and shall not be utilized on a contracted day immediately preceding or succeeding a holiday.

APPENDIX B-1

COMPENSATION

Effective January 1, 1985

Section 1. Academic Employees Salary Schedule. See Appendix B-2, Faculty Salary Schedule. See Appendix B-3, Supplemental Schedule.

Section 2. Salary Provisions.

(a) Degree Supplement. Only one premium will be allowed in any one fiscal year.

A premium of five hundred dollars (\$500) will be granted for an academic employee with a Master's Degree, a Five-year Vocational Certificate, or Baccalaureate Degree and a Professional License. A premium of one thousand dollars (\$1000) will be granted for a Doctoral Degree.

(b) Movements. An academic employee may move to the right on the salary schedule a maximum of two columns per year.

(c) Summer School. Pay will be calculated at eighteen percent (18%) of the full-time academic employee's rate (teaching on Main Campus) as specified in the most recent salary schedule for a full load. Pay for other loads will be calculated by multiplying the full load pay by the ratio of the load actually taught to the full-time load.

(d) Vocational Certification. One year certification on Column 1; three year certification on Column 2; five year certification on Column 3.

(e) Academic employees assigned and scheduled annual loads consistent with Appendix B-4 shall be deemed to be full-time. Academic employees shall be deemed to be part-time in all other instances. Effective January 1, 1985, the part-time hourly rate shall be twenty dollars (\$20) per contact hour. In addition to contact hours and related preparation required, part-time academic employees shall be required to attend orientation sessions as applicable, to be available to students at facilities made available by the Employer, and to maintain professional development appropriate to their particular activity. Part-time academic employees shall be paid for ten (10) contact hours for each lecture credit and twenty (20) contact hours for each laboratory credit assigned to the course or courses taught.

(f) PSNS Apprentice School academic employees shall receive compensation for all contracted days in excess of those specified in the Main Campus Instructional Calendar based upon the following formula:

$$\frac{1}{\text{number of main campus days}} \times \text{each contractual day in excess of the number of main campus days.}$$

(g) Placement of Faculty.

(1) An academic employee with a Master's Degree and less than forty-five (45) quarter hour credits beyond his bachelor's degree will be placed in the BA+45 column. Academic employees with five-year

vocational certificates or with a Bachelor's Degree and a professional license issued by the Washington State Board for Professional Licensing shall be placed in the BA+45 column. An academic employee with a doctorate and less than 145 credits beyond the Bachelor's Degree shall be placed in the BA+145 column. All academic employees placed in accordance with the provisions of the above shall be entitled to movement to the right on the basis of additional credits earned since (a) the effective date of the vocational certificate or professional license under which the academic employee was originally placed, or (b) the date of original placement in these columns, whichever is earlier.

- (2) Part-time employees who are assigned the normal full-time load per week as defined in B-4 and perform other responsibilities of a full-time faculty member on less than an annual basis shall be compensated for such time in accordance with the full-time salary schedule on a pro rata basis.
- (h) Date of the Bachelor's Degree. Credits are to be computed from the date of the Bachelor's Degree with the following exceptions:
- (1) When a person has met all of the requirements for his degree but does not receive his degree until a later date, any acceptable credits earned subsequent to completion of said requirements shall be allowed on the salary schedule.
 - (2) When, upon the advice or requirements of the particular institution, the individual has deferred acceptance of the degree until the completion of the fifth year, the credits completed during the fifth year shall be considered as credits beyond the Bachelor's Degree.
 - (3) In the case of an academic employee having more than one Bachelor's Degree, credits earned after the date of the first earned degree shall be counted on the salary schedule.
- (i) Placement on the Salary Schedule. In the placement of an academic employee, the evaluation of experience in lieu of contracted full-time educational experience and of training in lieu of academic credits shall be the prerogative of the administration.

Section 3. Advancement on the Salary Schedule.

- (a) Advancement on the salary schedule by acquisition of additional credits will be made once a year during fall quarter. The academic employee shall submit a letter of intent by June 1, indicating that he will be eligible for advancement in September. Documented proof of eligibility for advancement shall be presented for evaluation to the Personnel Office by October 1.

- (b) All plans for professional self-improvement offered for advancement on the salary schedule shall require written prior approval by the Dean of Instruction or the Dean of Students. Copies of credit approval decisions made by the Dean of Instruction or Dean of Students will be placed in the personnel file of the academic employee involved.
- (c) The Credit Evaluation Committee shall consist of five (5) academic employees appointed by the President of the Association and the appropriate Deans as ex officio members. The Credit Evaluation Committee shall review all plans for professional self-improvement except upper division and graduate courses and make recommendations to the appropriate Dean for consideration or prior approval of the plan. Such recommendation and salary schedule advancement shall be consistent with hypothetical salary schedule advancement guidelines.
- (d) Maximum Advancement. A full-time academic employee may not earn more than fifteen (15) quarter hours of credit applicable to the salary schedule during a school year exclusive of credits earned during the summer session or while on an approved leave of absence.

Section 4. Responsibility for Transcripts. It shall be the individual academic employee's responsibility to provide an official transcript to verify credits earned.

Section 5. Salary Payments. Regularly contracted full-time academic employees may elect to receive their annual salary over ten (10) or twelve (12) months of the year beginning with the first payroll date of fall quarter. Payroll dates and procedures will follow OFM regulations as they now exist or hereinafter may be amended.

Section 6. Calendars. Two Association representatives shall be members of the District Calendar Committee which shall submit recommendations to the President regarding calendars by January 30 of each year. Such calendars shall provide for 177 contractual days to be performed by academic employees on annual contract.

Section 7. Advancement pursuant to B-1 Section 3, B-2, and Step Increases pursuant to B-2 and/or B-3 are contingent upon Legislative authorization and funding.

Section 8. Salary advancements (increments, lane changes, degree premiums) for the 1985-86 academic year shall be honored pursuant to the terms of the predecessor agreement. Such advancement shall have first priority from the next faculty salary appropriation provided by the legislature for such purpose and will be retroactive to fall quarter 1985, unless otherwise mutually agreed to by the parties.

Section 9. Pursuant to the reopener provision in Article XI, Section 2, and except for salary advancement in Section 8 above, the Association has reserved the right to apply the remaining funds to either additional salary advancement/salary increase, or a reduction in calendar days, or any combination thereof. The Association further agrees to notify the District of such election prior to the end of fall quarter 1986. Implementation of the election will be consistent with the terms and conditions of this contract. It has been agreed that any reduction in calendar days will be limited to non-instructional days as delineated in the 1986-87 calendar.

**APPENDIX B-2
OLYMPIC COLLEGE FACULTY SALARY SCHEDULE**

Effective January 1, 1985

	1	2	3	4	5	6	7	8	9	10	11	12
	BA+15	BA+30	BA+45 MA*	BA+65 MA+20	BA+85 MA+40	BA+105 MA+60	BA+125 MA+80	BA+145 MA+100 PhD**	BA+165 MA+120 PhD+20	BA+185 MA+140 PhD+40	BA+205 MA+160 PhD+60	BA+225 MA+180 PhD+80
1	92 15,297	96 15,962	100 16,627	104 17,292	108 17,957	112 18,622	116 19,287	120 19,952	124 20,617	128 21,283	132 21,948	136 22,613
2	97 16,128	101 16,793	105 17,458	109 18,123	113 18,789	117 19,454	121 20,119	125 20,784	129 21,449	133 22,114	137 22,779	141 23,444
3	102 16,960	106 17,625	110 18,290	114 18,955	118 19,620	122 20,285	126 20,950	130 21,615	134 22,280	138 22,945	142 23,610	146 24,275
4	107 17,791	111 18,456	115 19,121	119 19,786	123 20,451	127 21,116	131 21,781	135 22,446	139 23,112	143 23,777	147 24,442	151 25,107
5	112 18,622	116 19,287	120 19,952	124 20,617	128 21,283	132 21,948	136 22,613	140 23,278	144 23,943	148 24,508	152 25,273	156 25,938
6	117 19,454	121 20,119	125 20,784	129 21,449	133 22,114	137 22,779	141 23,444	145 24,109	149 24,774	153 25,439	157 26,104	161 26,769
7	122 20,285	126 20,950	130 21,615	134 22,280	138 22,945	142 23,610	146 24,275	150 24,941	154 25,606	158 26,271	162 26,936	166 27,601
8	127 21,116	131 21,781	135 22,446	139 23,112	143 23,777	147 24,442	151 25,107	155 25,772	159 26,437	163 27,102	167 27,767	171 28,432
9	132 21,948	136 22,613	140 23,278	144 23,943	148 24,608	152 25,273	156 25,938	160 26,603	164 27,268	168 27,933	172 28,598	176 29,264
10	137 22,779	141 23,444	145 24,109	149 24,774	153 25,439	157 26,104	161 26,769	165 27,435	169 28,100	173 28,765	177 29,430	181 30,095
11	142 23,610	146 24,275	150 24,941	154 25,606	158 26,271	162 26,936	166 27,601	170 28,266	174 28,931	178 29,596	182 30,261	186 30,926
12	147 24,442	151 25,107	155 25,772	159 26,437	163 27,102	167 27,767	171 28,432	175 29,097	179 29,762	183 30,427	187 31,092	191 31,758

\$165.27 per point - full time
\$ 20.00 per hour - part-time

*MA Degree - 5 year certificate, \$500 premium
**Doctoral Degree, \$1,000 premium

APPENDIX B-2

OLYMPIC COLLEGE FACULTY SALARY SCHEDULE

Effective September 1, 1986

	1	2	3	4	5	6	7	8	9	10	11	12
	BA+15	BA+30	BA+45 MA*	BA+65 MA+20	BA+85 MA+40	BA+105 MA+60	BA+125 MA+80	BA+145 MA+100 PhD**	BA+165 MA+120 PhD+20	BA+185 MA+140 PhD+40	BA+205 MA+160 PhD+60	BA+225 MA+180 PhD+80
1	92 15,481	96 16,154	100 16,827	104 17,500	108 18,173	112 18,846	116 19,519	120 20,192	124 20,865	128 21,539	132 22,212	136 22,885
2	97 16,322	101 16,995	105 17,668	109 18,341	113 19,015	117 19,688	121 20,361	125 21,034	129 21,707	133 22,380	137 23,053	141 23,726
3	102 17,164	106 17,837	110 18,510	114 19,183	118 19,856	122 20,529	126 21,202	130 21,875	134 22,548	138 23,221	142 23,894	146 24,567
4	107 18,005	111 18,678	115 19,351	119 20,024	123 20,697	127 21,370	131 22,043	135 22,716	139 23,390	143 24,063	147 24,736	151 25,409
5	112 18,846	116 19,519	120 20,192	124 20,865	128 21,539	132 22,212	136 22,885	140 23,558	144 24,231	148 24,904	152 25,577	156 26,250
6	117 19,688	121 20,361	125 21,034	129 21,707	133 22,380	137 23,053	141 23,726	145 24,399	149 25,072	153 25,745	157 26,418	161 27,091
7	122 20,529	126 21,202	130 21,875	134 22,548	138 23,221	142 23,894	146 24,567	150 25,241	154 25,914	158 26,587	162 27,260	166 27,933
8	127 21,370	131 22,043	135 22,716	139 23,390	143 24,063	147 24,736	151 25,409	155 26,082	159 26,755	163 27,428	167 28,101	171 28,774
9	132 22,212	136 22,885	140 23,558	144 24,231	148 24,904	152 25,577	156 26,250	160 26,923	164 27,596	168 28,269	172 28,942	176 29,616
10	137 23,053	141 23,726	145 24,399	149 25,072	153 25,745	157 26,418	161 27,091	165 27,765	169 28,438	173 29,111	177 29,784	181 30,457
11	142 23,894	146 24,567	150 25,241	154 25,914	158 26,587	162 27,260	166 27,933	170 28,606	174 29,279	178 29,952	182 30,625	186 31,298
12	147 24,736	151 25,409	155 26,082	159 26,755	163 27,428	167 28,101	171 28,774	175 29,447	179 30,120	183 30,793	187 31,466	191 32,140

\$168.27 per point - full time
\$ 20.25 per hour - part time

*MA Degree - 5 year certificate, \$500 premium
**Doctoral Degree, \$1,000 premium

APPENDIX B-3

OLYMPIC COLLEGE SUPPLEMENTARY SALARY SCHEDULE

Effective September 1, 1986

Activity	Base	Step 1	Step 2	Step 3	Step 4
Basketball	1794	1994	2193	2392	2592
Drama	1794	1994	2193	2392	2592
Instrumental Music	1794	1994	2193	2392	2592
Baseball	1794	1994	2193	2392	2592
Newspaper	1794	1994	2193	2392	2592
Vocal Music	1794	1994	2193	2392	2592
Volleyball	1794	1994	2193	2392	2592
Basketball Assistant	1345	1494	1640	1792	1945
Drama Tech. Assistant	1345	1494	1640	1792	1945
Baseball Assistant	1345	1494	1640	1792	1945

Note: These positions are not subject to the tenure act and are temporary with no expectancy of continued employment. Supplemental contracts can only be issued to a maximum of one academic year.

APPENDIX B-3

OLYMPIC COLLEGE SUPPLEMENTARY SALARY SCHEDULE

Effective January 1, 1985

Activity	Base	Step 1	Step 2	Step 3	Step 4
Basketball	1773	1970	2167	2364	2561
Drama	1773	1970	2167	2364	2561
Football	1773	1970	2167	2364	2561
Instrumental Music	1773	1970	2167	2364	2561
Baseball	1773	1970	2167	2364	2561
Newspaper	1773	1970	2167	2364	2561
Vocal Music	1773	1970	2167	2364	2561
Volleyball	1773	1970	2167	2364	2561
Basketball Assistant	1329	1476	1621	1771	1922
Football Assistant	1329	1476	1621	1771	1922
Drama Tech. Assistant	1329	1476	1621	1771	1922
Baseball Assistant	1329	1476	1621	1771	1922

Note: These positions are not subject to the tenure act and are temporary with no expectancy of continued employment. Supplemental contracts can only be issued to a maximum of one academic year.

APPENDIX B-4
WORKLOAD STANDARDS

Section 1. Assignment. Within the limitations and guidelines recommended below, the assignment of equitable loads for all full-time faculty members is the responsibility of the appropriate Dean.

Section 2. Variables. The variables considered by Deans in assigning full-time loads include: class size, number of preparations, development of new courses, evening and off-campus classes, extracurricular assignments, academic advisory load, counseling assignments, learning resources assignments, types of classes, practicum, special projects, and availability of teaching assistants. Participation in practicum and special projects shall be voluntary and shall not be required as part of a faculty member's normal assignment.

Section 3. Basic Standards. The basic standard with which the above variables are measured shall be actual class contact hours, whether spent in lecture, recitation or laboratory; or counseling or learning resources assignment.

Section 4. Annual Basis. The full-time load shall be computed on an annual basis.

Section 5. Maximum contact workload per year.

<u>Discipline Group</u>	<u>Column A</u> <u>Less than 4.99% SFR</u>	<u>Column B</u> <u>Greater than SFR by 5%</u>
Adult Education		
Adult Ed/Continuing Ed	95	92
Arts		
Music	56	53
Art, Drama, Photography	59	56
Business		
Lecture	50	47
Lecture/Lab	52	49
Communications		
English, Speech, Journalism	50	47
Counseling Faculty	37.5 hrs/week	37.5 hrs/week
Food Service	90	90
Foreign Languages	50	47

<u>Discipline Group</u>	<u>Column A Less than 4.99% SFR</u>	<u>Column B Greater than SFR by 5%</u>
Home and Family Life		
Early Childhood Ed.	58	55
Parent Ed.	65	62
Home Economics	75	72
Humanities/Social Science		
Humanities, Philosophy, Sociology, Anthropology, Education, Geography, History, Political Science, Psychology, Public Service	50	47
Learning Resources Faculty	37.5 hrs/week	37.5 hrs/week
Mathematics	50	47
Natural and Physical Science	53	50
Nursing	65	62
Parent Child Co-op	37.5 hrs/week	37.5 hrs/week
Physical Education	58	55
PSNS	40 hrs/week	40 hrs/week
Systems Mode	95	92
Technical Programs		
Engineering, Computer Science, Electronics, Med. Assisting	55	52
Professional Programs		
Admin. of Justice, Fashion Merch., Fire Command	55	52
Trades		
Automotive, Electrical, Mach. Tech., Plumbing, Residential Remodeling, Sheetmetal, T & I, Welding	80	77

Section 6. The academic employee workload is as found in Column A, except as delineated below.

- (a) Assignments in excess of the maximum annual hours as established in Column A shall be on a voluntary basis and shall be compensated at the current part-time hourly rate.
- (b) If the student-faculty ratio for the entire College is five per cent (5%) or more above the student-faculty ratio set for Olympic College by the

State Board for Community College Education, assignments in excess of the maximum in Column B shall be compensated at the part-time hourly rate.

- (c) All academic employees shall be provided a copy of verifiable student enrollment figures and detailed student faculty ratio calculations on a quarterly and annual basis.
- (d) A copy of the tenth-day enrollment figures for the entire College will be provided to the Association President quarterly as soon as the information becomes available.
- (e) Consistent with scheduling requirements, every reasonable effort will be made in the assignment of full-time academic employees to provide duplicate course sections when available.
- (f) Academic employees teaching a section with more than 60 students may be provided with a half-time teaching assistant at the College's expense.

Section 7. Part-Time Employment. The Employer agrees to make available prior to the start of each quarter a listing of all part-time employment opportunities which shall include the class offerings and their respective times. In making such assignments the Dean shall take into consideration the qualifications of the applicant and the best interests of the students and the College. Full-time employees filling such assignments as determined by the Dean shall be paid the part-time rate for each contact hour beyond the maximum annual load.

Section 8. Evening classes after 4:30 p.m. shall be assigned as part of a full-time academic employee's workload only when such assignment is required to reach the maximum workload of the academic employee and no appropriate day-time assignment is available.

Section 9. Full-time faculty members shall not be required to substitute as part of their normal assignments. Payment for substitute activities shall be in accordance with the part-time rate of pay provided such activities are assigned and authorized in advance by the Dean or designee.

Section 10. In computing excess hours (above "hours worked per week") for overtime purposes for learning resources faculty, counseling faculty, PSNS faculty and Parent Child Co-op faculty, contact hours will not be used, rather the employees will receive payment at the part-time hourly rate under the following conditions:

- (a) When the employee has an additional teaching assignment and such assignment is approved by the appropriate Dean.
- (b) When the employee is assigned excess hours which are beyond those customarily performed pursuant to Appendix B-5.

Section 11. Sections 5 and 6 above shall be effective the first day of fall quarter 1986. Until such time, sections 5 and 6 of the predecessor agreement shall apply.

APPENDIX B-5

TEACHING ACADEMIC EMPLOYEES

The teaching academic employees report directly to the appropriate Director, Coordinator or supervisor.

Duties

1. To provide effective individual and group instruction for students.
2. To assist in planning, developing and improving curricular offerings.
3. To teach courses in accordance with course syllabi, college catalog and schedule of classes.
4. To assist students in the learning process by using all appropriate facilities, materials and educational technologies available to enhance the teaching process.
5. To assist in the process of guiding and advising students in their courses and program planning.
6. To maintain accurate records of students and complete forms as required.
7. To maintain office hours for student consultation.
8. To meet regularly with instructional staff and serve on appropriate committees.
9. To submit to the appropriate supervisor an outline or syllabus of each course taught.
10. To submit an accurate inventory of supplies and equipment as required.
11. To refer to counselors students with problems which need special attention.
12. To perform other professional duties as requested or assigned by the appropriate Director, Coordinator or supervisor.

COUNSELING ACADEMIC EMPLOYEES

The counseling academic employees report to the Director of Counseling and Testing.

Duties

1. To facilitate the personal, vocational and educational decision-making of students.
2. To administer and interpret individual and group psychometric devices.
3. To provide individual and group counseling.
4. To provide current vocational and educational information for career planning and for future educational experiences.
5. To evaluate student records and experiences.
6. To work with community agencies, schools, civic groups and individuals in meeting student needs.
7. To assist students with admissions, registrations, transfer, withdrawal, schedule changes and advising.
8. To inform the public throughout the district by speaking about programs and services available through the college.
9. To provide appropriate information on college programs, services and student characteristics which facilitate institutional planning and service to students.
10. To assist instructional faculty and administration with planning and developing courses and programs.
11. To select a counseling academic employee to serve on the Curriculum and Instruction Council and the Student Services Council.
12. To accept student referrals from faculty and administrators and to refer students to other agencies when appropriate.
13. To serve on appropriate committees.
14. To maintain records of contacts with students and complete forms as required.
15. To perform other professional duties as requested or assigned by the Director of Counseling and Testing.

LEARNING RESOURCES ACADEMIC EMPLOYEES

The learning resources academic employees report directly to the Director of Learning Resources.

Duties

1. To provide learning resources services to the college community in a variety of print and non-print forms.
2. To perform bibliographic searches for information.
3. To select, catalog and process print and non-print materials.
4. To provide reference services to patrons.
5. To produce resource materials required for instructional and student programs.
6. To maintain records and inventories of materials and equipment.
7. To circulate materials and equipment to patrons.
8. To advise patrons of new materials, equipment and educational technologies as they become available.
9. To provide patrons with individual and group instruction in the use of materials and equipment.
10. To serve on appropriate committees and complete forms as required.
11. To perform other professional duties as requested or assigned by the Director of Learning Resources.

APPENDIX C

PROCEDURE FOR GRANTING TENURE AND FOR DISMISSAL

Section 1. A system of tenure shall be maintained in accordance with the following statutory requirements as they now exist or hereinafter may be modified: RCW 28B.50.851; 28B.50.852; 28B.50.855; 28B.50.856; 28B.50.857; 28B.50.860; 28B.50.867; 28B.50.869; 28B.50.870.

Section 2. In administering the provision of Section 1 above, the following conditions shall apply:

(a) Selection of the Tenure Review Committee.

- (1) A tenure review committee shall be established for each probationer. The committee shall be responsible for the probationer until he is either granted tenure or is no longer employed within Olympic College. If a vacancy occurs during the terms of service of the tenure review committee members, the Dean of Instruction or Dean of Students will call a special election within two (2) weeks to fill that position.
- (2) The Dean of Instruction or Dean of Students shall be responsible for the establishment of each tenure review committee which shall normally begin functioning no later than four (4) weeks after the day that the probationer has begun his faculty duties.
- (3) Each tenure review committee shall be composed of five (5) members. Three members representing the teaching faculty on each review committee shall be elected by a majority of those in attendance at an all-faculty meeting held for such purpose. A student representative shall be appointed by the President of the Associated Students of Olympic College. The fifth member shall be the administrator directly responsible for the area to which the probationer is assigned.

(b) Evaluation of the Probationer. If the probationer disagrees with the tenure review committee's recommendation, he shall be given an opportunity to challenge it before the College President.

(c) Final Action on Tenure.

- (1) The final decision to award or withhold tenure shall rest with the Board of Trustees after it has given reasonable consideration to the recommendations of the tenure review committee and reasonable consideration to the recommendation of the College President. Any recommendations of the tenure review committee and the President shall be advisory only and not binding upon the Board of Trustees.
- (2) If the probationer is not to be retained, he must be informed.

- (3) If the probationer is dismissed prior to the expiration of his contract, his case shall be considered by the dismissal review committee in accordance with the laws of the State of Washington and the dismissal policy of Olympic College.
- (d) The regular college year in all instances shall be deemed to begin with the first Fall Quarter (PSNS Apprentice School - September 1) regardless of the quarter in which the probationer begins employment.

Section 3. Basis for Dismissal. A tenured academic employee shall not be dismissed or RIF'd from his appointment except for sufficient cause, nor shall an academic employee who holds a probationary faculty appointment be dismissed or RIF'd prior to the dates established in the written terms of his appointment except for sufficient cause.

Section 4. Procedure for Dismissal.

- (a) A dismissal review committee created for the express purpose of hearing dismissal cases shall be established and shall be comprised of the following members:
 - (1) The President shall select one member and an alternate;
 - (2) Three academic employees and three alternates shall be chosen by the Association by a district-wide election;
 - (3) The ASOC shall choose a student representative and an alternate;
 - (4) The dismissal review committee will select one of its members to serve as chairman.
- (b) Charges. If the President deems sufficient cause exists, a formal charge will be brought against the employee affording an opportunity for a formal hearing after not less than ten (10) days' notice. The notice shall include:
 - (1) A statement of the time, place, and nature of the proceeding;
 - (2) A statement of the legal authority and jurisdiction under which the hearing is to be held;
 - (3) A reference to the particular rules of the District involved;
 - (4) A short and plain statement of the matters asserted. If the District is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved. Thereafter upon request, a more definite and detailed statement shall be furnished.

Copies of such notice will go to the appropriate Dean and the Chairman of the Dismissal Review Committee.

Appendix C

- (c) Such formal hearing shall be held in accordance with, and in full compliance with, RCW 288.19.120, 288.19.130, and 288.19.140 as they now exist or hereinafter may be modified. Provided, however, implementation of 288.19.120 shall always involve a hearing officer appointed by the Board of Trustees.
- (d) Consideration by the Dismissal Review Committee:
- (1) The designated hearing officer shall conduct a formal hearing pursuant to RCW 288.19.120, 130 and 140 as now or hereinafter amended. The Dismissal Review Committee shall attend all hearings and at the discretion of the hearing officer shall examine any witness called.
 - (2) Briefs, if any, shall be submitted to the hearing officer within fifteen (15) days of the close of the hearing. The hearing officer shall make proposed findings of fact. The hearing officer shall transmit the record, including the proposed findings of fact, to the Board of Trustees within thirty (30) days of the conclusion of the hearing.
 - (3) The Dismissal Review Committee, based upon evidence presented at the hearing, shall simultaneously transmit a recommendation to the Board of Trustees.
 - (4) The Board of Trustees shall adopt findings of fact and shall render a decision based upon the record. In rendering such decision, the Board shall give careful consideration to the recommendations of the Dismissal Review Committee.
- (e) The hearing shall be closed. Interested parties, including but not limited to academic employees and students, will be given an opportunity to present evidence.
- (f) Consistent with RCW 288.50.864, appeals from the final decision of the Board of Trustees shall be in accordance and full compliance with RCW 288.19.150. Such appeal, if any, shall not act as a stay to the decision of the Board of Trustees.
- (g) Suspension of the academic employee by the President during the administrative proceedings involving him (prior to the final decision of the Board of Trustees) is justified if immediate harm to himself or others is threatened by his continuance. A. such suspension shall be with pay.
- (h) Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the academic employees, the dismissal review committee, administrative officers, or members of the Board of Trustees until all administrative proceedings and appeals have been completed.

APPENDIX D
REDUCTION IN FORCE

Section 1. The appointing authority shall be deemed to have the authority to terminate the contract of any tenured or probationary employee because of reduction-in-force. Sufficient cause for reduction-in-force shall mean either of the following:

- (a) Elimination or reduction of financing or elimination or reduction of program(s), or
- (b) State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13, para. 1 under the following conditions:
 - (1) reduction of allotments by the Governor pursuant to RCW 43.88.110 (2), or
 - (2) reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Section 2. Reduction-in-Force Units.

(a) The following District layoff units are hereby established:

Administration of Justice	Electronics
Adult Education	Engineering
Anthropology	English
Apprentice School - Drafting	Fashion Merchandising
Apprentice School - English	Fire Command Administration
Apprentice School - Mathematics	Food Service
Apprentice School - Science	French
Art	Geography
Astronomy	Geology
Automotive - Body	German
Automotive Technology	History
Biology	Home Economics
Business and Economics	Humanities
Chemistry	Journalism
Computer Science	Learning Resources Center/Library
Computer Science - Occupational	Learning Resources Center/Media
Continuing Education	Machine Technology
Counseling	Management
Drafting	Mathematics
Drama	Medical Assisting
Early Childhood Education	Meteorology
Education	Music
Electricity	Nursing

Office Occupations	Psychology
Parent Child Cooperative Educ.	Public Service
Philosophy	Real Estate
Photography	Residential Construction
Physical Education	Sheet Metal
Physical Science	Sociology
Physics	Spanish
Plumbing	Speech
Political Science	Trades and Industry
	Welding

Additional RIF units may be created in accordance with program additions or by mutual agreement between the District and the Association.

- (b) The Dean of Instruction or the Dean of Students shall annually assign each full-time academic employee to the appropriate unit(s), ranked in accordance with the seniority procedures defined herein. These lists shall be published and distributed to academic employees on or before November 10 of each year. Any disputes regarding reduction in force unit assignment(s) shall be consolidated by the Association President and submitted to expedited arbitration utilizing the American Arbitration Association within fifteen (15) calendar days of the publishing of the list. Costs of such arbitration shall be borne equally by the Association and the District.
- (c) An academic employee qualifies for assignment to any reduction-in-force unit in which one-third or more of the employee's current assignment(s) are performed. In addition, an academic employee may qualify for reduction in force units based on the following criteria:
- (1) The employee possesses a Bachelor's degree or equivalent (45 quarter credits) in the discipline, or
 - (2) The employee has taught representative courses in the additional unit within the last three (3) academic years, or
 - (3) The employee has a major in the discipline or a Master/Ph.D. minor as identified by the graduating institution, or
 - (4) The employee has sufficient qualifications for vocational certification in the unit.
- (d) An academic employee may be assigned to no more than two (2) reduction in force units total. Rights to these reduction in force units may be claimed by academic employees in October of each academic year.

Section 3. Implementation of Reduction-in-Force.

- (a) If the number of academic employees is to be reduced, the President shall decide in the case of each affected unit what course offerings, programs and/or other services are most necessary.

In making decisions on reductions, the President shall consider, but is not limited to the following factors:

Appendix D

- (1) All offerings in each affected unit and the need for the offerings to meet degree and transfer requirements.
 - (2) The goals and objectives of Olympic College.
 - (3) Information concerning academic employee vacancies occurring through retirement, resignation, sabbatical, and leave of absence.
 - (4) The enrollment and the trends in enrollment and their effect upon each unit.
- (b) Order of RIF. Once the President determines the number of academic employees to be reduced in each unit, the President shall observe the following order of reduction:

First - Full-time probationary employees in order of least seniority.

Second - Full-time tenured employees in order of least seniority.

The above order and/or application of seniority may be interrupted in the event that:

- (1) Strict adherence to it would result in no qualified individual being available to fully perform the duties of remaining courses or support services,
- (2) Strict adherence would result in a regression in the Affirmative Action commitments of the District.

(c) Initial Procedures.

- (1) When the President determines that a reduction in force is necessary based upon Section 1(a) above, and has selected the affected academic employee(s) to be reduced, the initial step shall be for the President to meet with the affected employee and discuss the proposed reduction in force with the individual in personal conference which shall be an informal proceeding for purposes of RCW 28B.19. The matter may be resolved at this step by use of alternatives such as reassignment, leave of absence, retirement, resignation, etc.
- (2) When the Board of Trustees determines that a reduction in force is necessary for the reasons set forth in Section 1(b) above, the President shall select the affected academic employee(s) to be reduced and meet with the individual in personal conference, which shall be an informal proceeding for the purpose of RCW 28B.19, to discuss the proposed reduction in force. The matter may at that time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.
- (3) The Association shall be notified in writing at least one work day prior to all meetings held pursuant to c(1) or (2) above.

Section 4. Seniority

- (a) Seniority shall be determined by establishing the date of the signing of the first full-time contract for the most recent period of continuous full-time professional service for Olympic College which shall include leaves of absence, sabbatical leaves, and periods of RIF. (This shall include professional services for the Bremerton School District prior to July 1, 1967, if assigned to Olympic College.) The longest terms of employment as thus established shall be considered the highest level of seniority. In instances where academic employes have the same beginning date of full-time professional services, seniority shall be determined in the following order:
- (1) First date of the signature of a letter of intent to accept employment,
 - (2) First date of application for employment.
- (b) In the case of an academic employee moving to an administrative position, seniority shall remain at the same level as when the academic employee moved to an administrative post. If the same employee returns from administration to full-time academic assignment, seniority shall continue from the level the employee had reached when he/she moved to the administrative post. These provisions shall not be applicable to individuals who moved to an administrative post prior to the signature date of this Agreement.
- (c) An academic employee who is RIFed from one unit and who is a member of another RIF unit shall be placed within that second unit and RIF shall, if necessary, take place in that second unit on a seniority basis.

Section 5. Appeal Rights. An employee, upon receipt of the President's Letter of Intent to recommend RIF, shall be afforded appeal rights defined in Appendix C, Section 4, consistent with the following conditions:

- (a) If any member of the Dismissal Review Committee is potentially affected by the recommendation to be submitted, an alternate member shall be utilized.
- (b) In the case of a RIF for the reasons set forth in Section 1 above, the statement required by Appendix C, Section 4, shall clearly indicate that separation is not due to the job performance of the academic employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for RIF as one or both of the conditions set forth in Section 1 above. The notice must also indicate the effective date of separation from service.
- (c) In the case of a RIF for reasons set forth in Section 1 (b) above, at the time of an academic employee's request for formal hearing, said employee may ask for participation in the selection of the hearing officer, as provided by RCW 28B.50.873, provided that where there is

more than one academic employee affected by the Board of Trustees' RIF, such academic employees must act collectively in making such request; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the District and the academic employee(s) requesting the hearing.

- (d) The responsibilities of the hearing officer shall be completed within ten (10) calendar days in the case of RIF for the reasons set forth above.
- (e) The responsibilities of the Dismissal Review Committee shall be completed within seven (7) calendar days in the case of a RIF for the reasons set forth above.
- (f) The hearing officer shall consolidate individual RIF hearings into a single hearing. The only issue to be determined shall be whether the particular academic employee(s) advised of severance is the proper one to be terminated.
- (g) In the case of a RIF for reasons set forth in Section 1(b) above, failure to request a hearing within ten (10) calendar days after issuance of the notice shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual contract. In the case of a RIF for reasons set forth in Section 1(b) above, the formal hearing shall be concluded by the hearing officer within sixty (60) calendar days after written notice of the RIF has been issued to the affected academic employee(s).
- (h) Except in instances covered by 5(g) above, the effective date of the reduction-in-force shall be the end of the academic quarter in which the Board of Trustees makes the final determination.

Section 6. Recall Rights. Tenured employees who have been RIFed as a result of this Appendix shall have the right to be recalled.

- (a) Recall shall be in reverse order of RIF by unit to an employee position (either a newly-created or vacant full-time position) provided the employee is qualified to perform the needed duties of such position.
- (b) The period of recall shall extend three (3) years after the effective date of RIF, provided that the academic employees have provided the District with a written statement notifying the District of their desire to be considered and current address each six (6) months after RIF.
- (c) Full-time tenured academic employees who have been RIFed will retain all accrued benefits, such as sick leave and seniority. Upon recall they shall be placed at least at the next higher increment on the salary schedule than at the time of RIF and will retain their tenured status.
- (d) New hires shall not be employed to fill full-time academic employee vacancies unless there are no qualified academic employees on the applicable RIF unit recall list(s) to accept the vacancies.

Appendix D

- (e) An academic employee on recall shall have the first right of refusal to any part-time assignments in her/his RIF unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided that nothing herein shall require the District to consolidate part-time positions into a full-time position. Conflicts between full-time academic employees over right to part-time assignments shall be resolved by the application of seniority. In the instances where a full-time academic employee is on recall status, the number of part-time assignments, if any, made in the applicable RIF unit shall not be increased over the number in existence at the time of RIF to the equivalent of a full load or more.
- (f) The District shall notify the Association, in writing, of all employment offers made to academic employees on recall and the final outcome of such offers.
- (g) Upon the request of an academic employee laid off for reasons of this policy, the President shall write a letter stating: (1) the reasons for said layoff, (2) the qualifications of the affected academic employee, and (3) any other pertinent information which may be of assistance in securing another employment position.

Section 7. A faculty member notified of reduction-in-force who chooses not to have a formal hearing as defined herein shall be guaranteed fifty (50) contractual days or pay in lieu thereof commencing at the day notification was received from the President.

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A G R E E M E N T

by and between the

Board of Trustees of Community College
District No. 4

and the

Skagit Valley College Education Association
Affiliated with
the Washington Education Association
and the National Education Association
for 1986-87, 87-88, 88-89 Academic Years

This agreement is by and between the Board of Trustees of Community College District No. 4, hereinafter called the "Employer" and the Skagit Valley College Education Association, affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association." The term "Employer" used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

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ARTICLE I - RECOGNITION

Section 1. General Recognition

The Employer hereby recognizes the Association as the exclusive negotiating representative for all Community College District No. 4 academic employees as defined in Chapter 28B.52RCW. Excluded are all other employees including employees who otherwise meet the definition of academic employee but are funded primarily by Federal or other contracts.

Section 2. Administrative Duties

Excluding cases of bona fide promotion, no administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiation and agreement with the Association.

ARTICLE II - PAYROLL DEDUCTIONS AN ASSOCIATION MEMBERSHIP

Section 1. Membership

The Employer shall, upon written authorization of the individual employee, provide payroll deduction of Association membership dues for members within the bargaining unit. Such deductions shall be remitted to the authorized Association representative.

The Association 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 academic employee and such authorization has not been rescinded in writing to the Employer.

Section 2. Membership Dues and Contributions

The Employer agrees to provide, upon receipt of authorization from the academic employee on a form provided by the Business Office, payroll deductions from the employee's salary for insurance plans, tax-sheltered annuities, credit unions or other such plans consistent with applicable state statute and OFM regulations.

Section 3. Nondiscrimination

The Association hereby agrees that neither the Association nor any of its members shall intimidate or in any way coerce employees to become members of the Association. The Employer hereby agrees that no member of the Board of Trustees or administration shall intimidate or in any way attempt to prevent any academic employee from becoming a member of the Association.

ARTICLE III - ASSOCIATION RIGHTS

Section 1. Use of Buildings

The Association and its representatives shall have the right to schedule the use of District buildings to transact lawful Association business, provided there is no interference with normal scheduling procedures and further provided that no additional cost is incurred by the Employer.

Section 2. Use of Bulletin Boards

The Association or its affiliates shall have the right to post notices of its activities and matters of concern on bulletin boards assigned for its use. The Association or its affiliates may use other college district bulletin boards in accordance with District policy related to the use of such bulletin boards.

Section 3. Communications

The Association and its affiliates shall have the right to use the Employer's internal mail service and academic employee's mailboxes for communications purposes.

Section 4. Board Meetings

The President of the Association or his/her representative, shall be scheduled on the report section of the agenda for each regular monthly meeting of the Board of Trustees. A copy of the agenda shall be forwarded to the Association at the same time it is transmitted to the Board members.

Section 5. Information

To assist the Association in carrying out its role as the bargaining agent for academic employees, the Employer, upon request, shall furnish to the Association information in the same form available to the general public.

Section 6. Administrative Procedures Act Hearing Notices

All notices of hearings conducted under the APA procedures shall be provided to SVCEA consistent with APA terms.

Section 7. Academic Employee List

The Employer agrees to provide the Association, within a reasonable time during each academic year, the names, addresses and telephone numbers of all full-time academic employees. A list of part-time academic employees showing name and administrative unit shall be provided to the Association quarterly.

Section 8. Association Business

Duly authorized representatives of the Association shall be permitted to transact official Association business on District property at all times provided there is no disruption to the normal operation of the college. Reasonable time shall be made available to the Association President to perform contractually related duties provided there is no disruption to the normal operation of the college.

Section 9. Association Meetings

The Association shall have the right to send one (1) representative to legislative committee hearings, SBCCE meetings or Association regional or statewide meetings/conferences. The Association agrees to pay the costs of a substitute that may be necessary, in the judgment of the Associate Dean, to fulfill the representative's assignment during the individual's absence. Travel and related expenses shall be borne by the Association.

Section 10. Distribution of Agreement

Copies of this Agreement shall be distributed to all members of the bargaining unit within thirty (30) days of its execution. Ten (10) additional copies shall be provided the Association. Newly hired academic employees shall receive a copy of this Agreement upon issuance of individual contracts and copies of this Agreement shall be available to applicants for positions within the bargaining unit. The costs of such printing and distributing of this Agreement shall be borne by the Association and the Employer on an equal basis.

ARTICLE IV - ACADEMIC EMPLOYEE RIGHTS

Section 1. Individual Rights

Nothing contained within this Contract, District No. 4 policy, rule or regulation shall be construed to deny or restrict to any member of the bargaining unit rights applicable under the laws of the state of Washington and of the United States.

Section 2. Rights of Members in Bargaining Unit

The Employer will not interfere with, restrain, coerce, or prevent any academic employee from exercising their legal rights to organize, join and support the bargaining unit for whatever purpose in which it lawfully may engage.

The Employer agrees it will not discriminate against any academic employee because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the established grievance procedure.

Section 3. Disciplinary Action

No academic employee shall be reprimanded, disciplined or reduced in compensation without just cause. In any event, any charges which are made shall be reduced to writing and made available to the academic employee. An academic employee or his/her representative shall have the right to face the charging party when being formally reprimanded or disciplined. Provided, however, this section shall not apply in matters regarding tenure review or dismissal handled pursuant to Article IX.

Section 4. Safety

The Employer agrees that a reasonable effort shall be made to ensure safe and non-hazardous working conditions. All parties agree to abide by the safety rules promulgated by the Employer.

Section 5. Staff Lounge

All academic employees shall continue to have the right to use the staff lounge provided by the Employer during the duration of this Contract.

Section 6. Liability Protection

Liability protection shall be available in accordance with the Tort/Claims Act of the state of Washington.

Section 7. Travel

- a. When a full-time academic employee's regular workload during the normal working day is divided between duty stations (SVC campus and Whidbey campus), an allocation of \$300.00 per quarter (on a five-day per week basis) will be paid for work under these conditions; for less than five (5) days per week, payment will be on a prorated basis. In addition, District transportation may be used for this purpose if it is available.
- b. Excluding travel covered by (a) above, reimbursement for authorized travel shall be based at the maximum rate allowed by OFM regulations as they now exist or hereinafter may be amended.

Section 8. Parking and Keys

If parking fees are to be charged, fees will be the same for all user groups, provided that the Board agrees to meet and confer with SVCEA prior to implementation of any fees.

The Employer will make available to members of the bargaining unit the required key(s) necessary to perform the individual's job.

Section 9. Copyrights and Patents

The ownership of any materials, invention or processes developed solely by an academic employee's individual effort and expense, shall rest in the District and be copyrighted or patented, if at all, in his/her name.

The ownership of any materials, invention or processes produced solely for the District and at District expense, shall rest in the District and be copyrighted or patented, if at all, in its name.

In those instances where materials, inventions or processes are produced by an academic employee with District support, by way of the use of significant personnel time, facilities or other District resources, the ownership of the materials, invention or processes shall rest in (and be copyrighted or patented, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall rest in the District.

Section 10. Policy and Procedures Manual

Within a reasonable time after the beginning of the academic year, all members of the bargaining unit shall be supplied a copy of the college district Policies and Procedures Manual. All policies, procedures, rules and regulations not

covered in this Contract shall be transmitted to members of the bargaining unit for inclusion in the Policies and Procedures Manual following adoption by the Board of Trustees as soon as practicable.

Section 11. Individual Contracts

The Employer agrees to provide to every member of the bargaining unit, prior to commencement of his/her professional duties, a written agreement which delineates the terms of employment including all conditions and responsibilities attached thereto, provided that such written agreements shall be in conformity with the Washington State Law, State Board for Community College Education regulations, District No. 4 rules and regulations, and the terms and conditions of this Contract.

Each year thereafter the Employer shall provide each individual academic employee a new individual contract or letter of intent in compliance with applicable law by no later than sixty (60) days prior to the ensuing academic year. Each individual academic employee who intends to return to employment in his or her respective tenured or probationary appointment in the ensuing academic year shall so notify the Employer by signing the written contract or letter of intent and returning it to the Dean of Educational Services no later than ten (10) days after issuance. Failure to return a signed contract or letter of intent on a timely basis shall mean such individual academic employee does not intend to return to the appointment and no longer desires to be employed by the College.

Section 12. Nondiscrimination

The parties agree that there shall be no discrimination against any academic employee because of race, sex, age, religion, or color, or in the administration or application of the terms of this Agreement.

Section 13. Academic Freedom

Academic freedom is fundamental for the advancement of truth in all institutions of higher education conducted for the common good. The common good cannot be achieved by following only the selfish interests of the individual faculty member or the interests of the institution in the name of academic freedom.

The faculty member's right to select materials for classes and the right to freedom of discussion in these classes is fundamental in the search for truth. Therefore, the District guarantees that faculty members shall have freedom of discussion and expression. Nevertheless, this right is not to be construed as license to introduce inappropriate material unrelated to the subject.

Section 14. Personnel Files

The Employer agrees to establish, maintain and supervise an appropriate personnel file for each member of the bargaining unit. This file shall be for the sole purpose of recording all documents and other matters relating to an academic employee's employment by the College. Each individual academic employee shall have access to his/her academic file. Each academic employee shall have the right to be accompanied by a representative of his/her choice when reviewing his/her personnel file. Files shall be confidential except when used for normal administrative requirements, or when otherwise required by law, or as provided for in this section.

This shall not preclude the maintenance of all lawful payroll records by the Business Office nor maintenance of other essential records by appropriate personnel for the operation of the District.

Derogatory materials may not be placed in the personnel file unless the academic employee has read the material and has been afforded the opportunity to append to it answers to any charges, complaints or statements involved. The academic employee shall then sign the materials, but a signature does not imply agreement with the statements contained in the material. Material may be removed from the file at any time upon mutual agreement.

Section 15. Voluntary Transfers

Any unit member who wishes to transfer from one job to another or from one campus to another will file a request with the personnel office. The request will contain the job and/or location desired. If a position in said department/location becomes available, the personnel office will so inform the unit member and invite the member to apply for the opening.

Section 16. Postings (Full-Time)

When a unit position becomes vacant or a new position is created, the employer agrees to post notice for a reasonable period of time prior to filling the position. Posting shall consist of notice to the President of the SVCEA as well as notice on the bulletin boards. The posting shall contain the title, duties, rate of pay, and the qualifications for the job.

ARTICLE V - ACADEMIC EMPLOYEE WORKLOAD STANDARDS

Section 1. Certification

As a condition for continued employment by the college district, academic employees shall meet or exceed certification standards and comply with all conditions pertaining thereto as set forth in Chapter 131-16-WAC and items 3410.10 through 3410.11.2 of the Policies and Procedures Manual, as now or hereafter amended.

Section 2. Full-Time Academic Employee Responsibilities

Full-time academic employees shall meet or exceed the following general responsibilities:

- a. Academic employees shall provide professional services within their individual area of competency, including teaching or support duties, according to their individual workload assignments.
- b. Academic employees shall provide such professional services during the normal workdays required by this Contract.
- c. Academic employees shall comply with and carry out non-teaching duties normally associated with the instructional process.

- d. Academic employees shall accept the responsibility to serve on committees and perform other duties related thereto in accordance with college district policy relating to such assignments.
- e. Academic employees shall strive for professional growth by participating in workshops, in-service training and other activities designed to enhance professional competency.
- f. Academic employees leaving campus during a normal working day shall notify the office of the appropriate administrative officer in charge of the administrative unit to which they are assigned; provided, that, if such absence from campus involves cancellation of a scheduled class or activity, prior permission must be obtained from the administrative officer in charge of the administrative unit to which the academic employee is assigned; provided further, that the provisions of this item (f) shall not apply to academic employees whose scheduled teaching assignments and activities are conducted off-campus.

Section 3. Workload Standards: Instructional Academic Employees

For purposes of this Contract, instructional academic employees shall mean individuals whose primary duties and responsibilities involve classroom or other quarterly class schedules. A normal workday for instructional academic employees shall be defined as the individual workload assignments made in accordance with the criteria set forth below; provided, that, when classes are not scheduled during the number of days required by this contract, instructional academic employees shall attend all scheduled activities, perform all departmental duties assigned by Department Chairpersons and approved by the appropriate Associate Dean and academic advisory functions as required by the Associate Dean for Student Guidance further, that, if an instructional academic employee participates in academic advisory functions prior to the date when all academic employees are required to report for duty, such employee shall be granted compensatory time for such service by the Dean of Educational Services. Academic employees are expected to be on campus or at other authorized area, an average of thirty-five (35) hours per week.

Instructional academic employees shall be assigned reasonable workloads designed to allow the college district to fulfill its instructional mission. It shall be the responsibility of the Associate Deans, working with Department Chairpersons, to determine and make individual workload assignments in accordance with the following criteria:

- a. A normal teaching load shall be 45-48 instructional units spread approximately evenly throughout the regular academic year.
- b. Instructional units shall be computed as follows:
 - (i) One credit hour shall equal 1.00 instructional unit; provided, that one (1) credit hour in three-credit English Composition shall equal 1.40 instructional unit and one (1) contact hour of laboratory instruction shall equal 0.75 instructional unit.
 - (ii) In other areas where the ratio of contact hours to credit hours is greater than one-to-one, the Dean of Educational Services shall establish the value of the instructional unit in such areas.
 - (iii) When rules and regulations of state and other agencies dictate basic teaching loads, instructional academic employee teaching loads will be assigned accordingly.

- c. The total student units should not exceed 600 per quarter; provided, that such number of student units may be exceeded when it is necessary for the college district to achieve an average student-faculty ratio needed to meet funding requirements. Student units shall be computed by multiplying the number of students enrolled in a course or program by the number of instructional units for such course or program. In the event student units are less than an average of two hundred twenty-five (225) per quarter in any year, an additional five (5) instructional units may be added to the maximum teaching load defined in (a) above.
- d. An instructional academic employee's class schedule shall be established on the basis of student needs and efficiency of program scheduling; provided, that, if an employee is required to teach part of his/her full-time load in an administrative unit other than that to which he/she is regularly assigned, his/her teaching schedule shall be adjusted, if feasible, to avoid a split shift.
- e. Class preparation and student evaluation as appropriate.
- f. Each instructional employee shall maintain office hours according to the following schedule based on quarterly contact hours:

Contact Hours	Office Hours
23	5
22	6
21	7
20	8
19	9
18 or less	10

Office hours in excess of 5 may be held as student availability hours at other appropriate on-campus sites.

No later than five (5) days after the first day of each quarter, each instructional academic employee shall submit such a schedule of office hours to the appropriate Associate Dean for approval. Following approval by the appropriate Associate Dean, such schedule shall be posted on the employee's office door, and a copy shall be submitted to the Dean of Educational Services.

- g. Committee and/or advisorships should not exceed two (2) per regular academic year.
- h. Non-teaching departmental duties and responsibilities shall be determined by the appropriate Associate Dean, in cooperation with departmental chairpersons, after consultation with employees assigned to his/her administrative unit.
- i. Academic advising loads shall be 20-30 students per quarter with duties and responsibilities related thereto as determined by the Associate Dean for Student Guidance in accordance with college district policy.
- j. An average of no more than three (3) hours per month over the academic year shall be required for in-service training activities.
- k. Attendance at graduation ceremonies shall not be mandatory.

Section 4 Workload Standards; Support Academic Employees

For purposes of this Contract, support academic employees shall mean counselors, librarians and other such academic employees whose primary duties and responsibilities involve non-teaching assignments. Full-time support academic employees shall be required to meet the following minimum workload standards:

- a. Support academic employees shall be required to meet all duties and responsibilities during each normal work day of the total number of days specified in Section 3 of this Article.
- b. Such total work days shall be divided into work weeks consisting of thirty-five (35) hours each work week. Within such thirty-five (35) hour work week, the appropriate administrative officer shall, after consultation with employees assigned to their administrative unit or area, schedule normal work days of eight (8) consecutive hours, including lunch period; provided, that the appropriate administrative officer may schedule such consecutive hours in parts when the demand for professional services warrants such scheduling.
- c. A normal work day shall mean the hours scheduled in accordance with (b) above. During such work days employees shall be available in their assigned areas and perform all duties and responsibilities required by their position or assignment.
- d. Duties and responsibilities required for such support academic employees mean major function assignment, committee and/or advisorship assignment and department or area duties and responsibilities.
- e. Major function assignment shall be determined by the appropriate administrative officer.
- f. Major committee and/or advisorships shall not exceed two (2) per regular academic year.
- g. Departmental or area duties and responsibilities shall be determined by the appropriate department or area chairperson.

Part-time and summer session academic employees shall perform all duties and responsibilities specified by their employment contracts in accordance with the number of hours per day established by such contracts and scheduled by the appropriate administrative officer.

Section 5. Workload Standards: Part-Time Academic Employees

Part-time instructional academic employees shall perform all instructional and related duties required by their specific teaching assignments for the number of contact or credit hours specified by their individual employment contracts. Part-time support academic employees shall perform all duties and responsibilities specified by their individual employment contracts in accordance with the number of hours per day established by such contracts and scheduled by the appropriate administrative officer.

ARTICLE VI - ACADEMIC
EMPLOYEE SUPPORT FACILITIES

Section 1. Facilities and Equipment

Within overall budgeting and facilities restraints, the Employer agrees to budget for and to make available necessary facilities and equipment to each division so that members of the bargaining unit can perform their professional assignments.

Section 2. Offices

The employer shall continue to provide offices equipped with standard office equipment provided that space requirements may require that offices may have to be shared by two or more members of the unit.

Section 3. Facilities

The Employer agrees that all district facilities shall be maintained in a safe and healthful condition.

Section 4. Academic Employee Support

Within budgetary restraints, the Employer agrees to continue the existing practice relating to the employment of student assistants and secretarial assistance during the life of this Agreement.

Section 5. Supplies and Materials

The college agrees that every reasonable effort shall be made to provide for adequate supplies and materials in order that unit personnel can perform their assigned jobs in an efficient and productive manner.

ARTICLE VII - ACADEMIC EMPLOYEE TRAINING PROVISIONS

Section 1. In-Service Education

The Employer agrees to provide a program of in-service education designed to assist and encourage probationary and tenured faculty member to realize their professional potential. To achieve this purpose the in-service educational program must be designed to meet the unique needs of individual faculty members as well as the total needs of the faculty. Therefore, the program must include a variety of activities worked out in cooperation with the faculty members for which the in-service education is designed.

It shall be the responsibility of Skagit Valley College to provide as much budgetary support as possible to maintain an adequate in-service education program. The Dean of Educational Services, working with individuals and appropriate committees, shall be responsible for planning and administering the in-service education program.

Section 2. In-Service Attendance

Academic employees required to attend in-service courses/classes during their normal working day shall suffer no loss of pay or fringe benefits.

Section 3. Training Compensation

- a. An annual allocation of \$12,000 shall be provided for the purpose of funding activities such as attending workshops, seminars, and schools or visiting industries or official or private institutions or conferences designed primarily to benefit the college.
- b. Professional staff members are eligible after completion of one year of full-time service from the time of being hired. A faculty member shall be limited to one activity per year. Part-time faculty may be considered and recommended for stipends on an individual and specific basis as determined by the committee.
- c. Applications shall be made as early as possible. In any event they shall be made prior to the time of the activity.
- d. Applications may be made for spring, summer, or winter recess projects and may cover the cost of travel, lodging, registrations, meals, special materials, and tuition and related fees. Remuneration shall not exceed \$850.00. Remuneration of \$500 or less may be approved by the President.
- e. Applications will be reviewed by the Professional Development and Training Committee which shall submit its recommendations to the President for final approval. The Professional Development and Training Committee will consist as follows:
 - 4 faculty members elected from the vocational faculty
 - 4 faculty members elected from the academic faculty
 - 1 faculty member elected from student services
 - 1 faculty member elected from Whidbey Branch
 - 1 faculty member elected from Library-Media Center
 - Dean of Educational Services
- f. It will be the intent of the parties to make available activities to as many faculty members as possible with the available monies each year.
- g. The Chair of the Professional Development Committee shall be deemed completion of committee assignments pursuant to Article V, Section 3 (g) and professional activity credits pursuant to Article X, Section 1 (c).

ARTICLE VIII - LEAVE PROVISIONS

Section 1. Full-Time Faculty Leaves for Illness, Injury, Bereavement and Emergencies

Pursuant to RCW28B.50.551, as now or hereafter amended, full-time faculty members shall be granted leave with full compensation for illness, injury, bereavement and emergencies as follows:

- a. Full-time employees under contract or otherwise employed by the district shall have posted to their leave record a credit of ten (10) compensable and two (2) non-compensable days. Leave after the first three quarters shall accumulate on the basis of one day per calendar month; such days shall be deemed compensable for any month during which full-time contractual days are worked; the remaining days, shall be non-compensable.
- b. Pursuant to applicable statute, each full-time employee's portion of unused sick leave allowance shall accumulate from year to year without limit. Employees may cash in unused sick leave days above the accumulation of sixty (60) days at the ratio of one (1) full day's pay for four (4) accumulated compensable sick leave days consistent with the following rules:
 - (i) Days cashed in on January 1 of each calendar year shall be limited to any compensable days earned the previous calendar year less sick leave days actually utilized during such period.
 - (ii) Days cashed in upon death or retirement shall include all compensable days as herein defined which have not previously been cashed in. Eligibility requirements for retirement by-out shall be as follows:
 - a) Thirty (30) years of service, or
 - b) Sixty (60) years of age and five (5) years service, or
 - c) Fifty-five (55) years of age and twenty-five (25) years service.
 - (iii) No combination of circumstances shall result in more than one (1) compensable day being earned per month.
- c. Leave for illness, injury, bereavement and emergencies accumulated by an employee as a result of employment by a community college in the state of Washington, by the Washington State Board for Community College Education, by the Washington State Superintendent of Public Instruction, by any county or intermediate school district in the state of Washington, by any school district in the state of Washington or by any other institution of higher learning in the state of Washington shall be posted to such an employee's leave record when that employee is contracted or otherwise employed by the college district.
- d. Leave for illness, injury, bereavement and emergencies accumulated by an employee contracted or otherwise employed by the college district prior to leaving the college shall be posted to the leave record of such an employee if he returns to Community College District No. 4.
- e. It shall be the responsibility of the Dean of Educational Services to establish a system of accounting to record accumulated leave under this Section and monitor the use of such leave.

Section 2. Annually Contracted Part-Time Faculty Leaves for Illness, Injury, Bereavement and Emergencies

Annually contracted part-time faculty members shall accumulate leave with full compensation for illness, injury, bereavement and emergencies on the basis of one day per month for the first year of employment pro-rated to reflect the percentage of load. No accumulation shall be earned after the first year of

employment. Leave earned prior to Fall Quarter, 1980, shall not be reduced. Leave earned under this Section shall not be compensable for sick leave buy-out purposes as defined in this Article.

Section 3. Absence from Duty for Reasons of Health

In order to receive full compensation for absence from duty for reasons of health as specified in Sections 1 and 2 of this Article, members of the bargaining unit shall comply with the following procedure:

- a. Reasons of health shall mean illness, either physical or mental; injury; and maternity purposes other than an extended time for childbirth as set forth in Section 6 of this Article; provided, that requests for extended leaves of absence for reasons of health shall be governed by Section 8 of this Article.
- b. If an absence due to reasons of health is foreseeable, an academic employee shall notify the appropriate administrative officer through his/her department or area chairperson of the beginning date of such absence. Such notification shall be in writing and submitted within a reasonable time prior to the beginning date of such absence.
- c. As early as possible on each day that reasons of health requires an academic employee to be absent from duty, the employee shall notify by telephone the administrative officer of his/her administrative unit that he/she shall be absent from duty on that day or portions thereof; provided, that, if the administrative officer is not available, the academic employee shall notify the telephone switchboard on the campus to which he/she is assigned.
- d. All absences from duty due to reasons of health shall be reported to the office of the Dean of Educational Services by the appropriate administrative officers on the date such absence occurs.
- e. When an absence from duty for reasons of health continues for five (5) or more consecutive days or when abuse can be reasonably suspected, the necessity for such absence shall be verified in writing by an attending physician.
- f. Within a reasonable time after return to duty, the academic employee shall complete appropriate forms required for recording absences due to reasons of health. Such completed forms, and the physician's written verification as required by (e) above, shall be submitted to the office of the Dean of Educational Services.
- g. It shall be the responsibility of the Dean of Educational Services to maintain an accurate record of all absences due to reasons of health.

Section 4. Absence from Duty due to Bereavement and Emergencies

In order to receive full compensation for absences from duty due to bereavement and emergencies in accordance with Section 1 and 2, academic employees shall comply with the following procedure:

- a. Absences from duty for bereavement may be granted when a death occurs in the academic employee's immediate family. An emergency shall be defined as a situation which absolutely requires the presence of an academic employee.
- b. When absence from duty is required by (a) above, the academic employee concerned shall notify the chief administrative officer, or the administrative officer in charge in the absence of the chief administrative officer, and receive permission to be absent from duty.
- c. An academic employee permitted an absence from duty in accordance with (b) above shall be given a reasonable period of time, not to exceed five(5) days, for such absence; provided, that such time may be extended by the chief administrative officer when he/she deems it to be necessary.

Section 5. Personal Leave

The Employer agrees that each full-time faculty member shall be entitled to two (2) days of absence from duty per year for personal leave. Prior to exercising such right, the academic employee concerned shall notify his/her departmental or area chairperson and the appropriate administrative officer within a reasonable time prior to the intended absence; provided, that the individual's classes and other duties will not be adversely affected. All such leaves of absence shall be reported to the Dean of Educational Services, and such absences shall be charged against the compensable days accumulated in accordance with Section 1 of this Article.

Section 6. Maternity Leaves

Pursuant to Executive Order 11246, Chapter 60, Title 41 and WAC162-30-020, women shall not be penalized in their conditions of employment because they require time away from work on account of purposes related to maternity. Purposes related to maternity shall mean disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Purposes related to maternity shall be considered as a justification for a leave of absence for a female employee regardless of marital status. Furthermore, a female employee shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her position and as long as her physician concurs.

The chief administrative officer may authorize a leave of absence for childbirth for a reasonable length of time; provided, that, if a request for such leave is for more than one academic quarter, the request shall be submitted to the Board of Trustees for consideration and action. Requests for leaves of absence for purposes related to maternity may be granted for a maximum of one full academic year; provided, that such leaves may be extended if conditions warrant such extension.

Sick leave benefits may be applied to maternity leave in accordance with, and to the extent provided by law. Following a return to service after an authorized leave of absence for purposes related to maternity, the female employee shall be reinstated to her original position, or one of like status, and shall be entitled to salary and benefits accrued by law commensurate with her position as if she had been in continuous service in the college district.

Leaves of absence relating to maternity purposes shall be governed by the following procedure:

- a. To be entitled to maternity leave under this Section, a female employee shall submit a written request for such leave to the chief administrative officer. This written request shall be submitted at least two (2) months prior to the date such leave is to commence. In addition, the request shall indicate the approximate time the female employee expects to return to work.
- b. The female employee who substantially fulfills the notice requirement in (a) above shall be entitled to take a leave of absence for childbirth for a reasonable length of time. The reasonable length of time shall be determined by agreement between the employee and the chief administrative officer; provided, that, if the two parties are unable to agree, the Board of Trustees shall determine the reasonable length of time on the basis of a written recommendation from the employee's attending physician.
- c. Any request for a maternity leave for less than one academic quarter may be authorized by the chief administrative officer. The chief administrative officer shall submit requests for leaves of absence of more than one academic quarter to the Board of Trustees for consideration and action. Such requests shall be accompanied by appropriate documentation.
- d. The Board of Trustees shall make the final determination related to the award and length of leaves of absences for purposes of maternity for more than one academic quarter.

Section 7. Leaves of Absence for Professional Improvement

The Board of Trustees may grant leaves of absence for professional improvement. For purposes of this policy, professional improvement shall mean study or related activities, exchange teaching, employment beneficial to the individual and the college district or other activities related to improvement of the individual's performance as an academic employee. Except in cases of emergency as determined by the Board of Trustees, requests for leaves of absence shall be submitted at least six (6) months prior to the quarter or academic year for which leave is desired. The total number of paid leaves of absence at any one period of time shall not exceed four percent (4%) of the total full-time faculty. Such leaves of absence may be granted for a period of not less than one academic quarter nor more than one calendar year; provided, that a leave may be extended if conditions warrant such extension. In granting such leaves of absence, seniority shall not be a factor.

Except for any professional development plan funded by the college district and applied to this Section consistent with statutory limitations, leaves of absence for professional improvement shall carry no financial compensation from the college district. Upon return to service after such leave of absence the individual shall be reinstated to his/her original position, or one of like status, and shall be entitled to salary and other benefits accrued by law commensurate with his/her position as if he/she had been in continuous service in the college district.

Leaves of absence for professional improvement shall be governed by the following procedure:

- a. The request for a leave of absence shall be in writing to the Board of Trustees through the chief administrative officer as Executive Secretary to the Board. The written request shall include:
 - (i) A general statement of the reasons for the leave;
 - (ii) Specific educational plans; and
 - (iii) A Brief statement of how such educational plans will benefit the individual and college district.In addition, the request shall be accompanied by letters of recommendation from the appropriate Dean and Associate Dean as well as the recommendations of the Professional Development and Training Committee.
- b. Such request shall be submitted at least six (6) months prior to the quarter or academic year for which leave is desired; provided, that the Board of Trustees may waive such requirement upon the availability of a suitable replacement or in cases of emergency.
- c. Prior to submitting a request for a leave of absence to the Board of Trustees, it shall be the responsibility of the chief administrative officer to ensure that plans to secure an adequate replacement have been initiated, if needed, and that the request does not exceed four percent (4%) of the total faculty or represent more than 150% of the costs which would have otherwise been paid to the personnel on leave including the costs of replacement.
- d. Pursuant to (c) above, the chief administrative officer shall submit the request and related documents, with an appropriate recommendation, to the Board of Trustees for consideration and action at their next regular meeting.
- e. The leave of absence shall be granted at the discretion of the Board of Trustees.

Section 8. Extraordinary Leave: Reasons of Health

The Board of Trustees may grant leaves of absence for reasons of health which requires absence from service for an extended period of time. For purposes of this section, reasons of health shall mean any physical or mental disability which prevents an individual from performing the normal duties and responsibilities demanded by his/her position. An extended period of time shall mean not less than one academic quarter nor more than one calendar year; provided, that such a leave of absence may be extended if conditions warrant such extension.

Such leaves of absence shall be governed by the following procedure:

- a. Requests for a leave of absence shall be made in writing to the Board of Trustees through the chief administrative officer as Executive Secretary to the Board; provided, that, if an individual is incapable of requesting such leave, the administration will handle the matter with consideration given to the circumstances surrounding the situation.

- b. The request for a leave of absence shall specify the reasons for such leave and appropriate documentation; provided, that, if sick leave benefits are to be claimed, the request shall include a written statement from a qualified physician, psychiatrist or psychologist justifying such claim.
- c. Following receipt of the request, the chief administrative officer shall submit the request and documentation to the Board of Trustees for consideration and action at their next regular meeting.
- d. The Board of Trustees shall have final determination as to the award of such leaves of absence.
- e. Following the action of the Board of Trustees, the chief administrator shall notify the individual in writing of the Board's decision.
- f. Prior to returning to service after a leave of absence, the individual shall submit a written statement from a qualified physician, psychiatrist or psychologist, as appropriate, certifying the individual's ability to resume his/her duties and responsibilities. Such statement shall be filed with the Dean of Educational Services. The District may request a second opinion regarding such return to service at its expense.
- g. Following the receipt of such written statement, the individual shall be returned to service with salary and other benefits commensurate with his/her position as if he/she had been in continuous service in the college district.

Section 9. Jury Duty and Subpoena Leave

Excluding instances involving being a litigant or subject of an investigation, an academic employee may be excused from his/her duties for jury service or for subpoena. Such academic employee shall be paid his regular pay, less the fee he received for acting as a juror or witness. Such leave shall not be deducted from any other leave to which the member might be entitled.

Section 10. Unauthorized Absences

Any academic employee who is absent from duty without proper authorization in accordance with the provisions set forth in the Sections of this Article shall be subject to forfeiture in pay in proportion to the absence from duty and other appropriate disciplinary action.

Section 11. Leave Without Pay

The Board of Trustees may grant leaves of absence without pay not to exceed one year. Excluding RIF situations, the employee upon return will have the same or an essentially similar position.

Section 12. Military Leave

Military leave shall be handled in accordance with applicable state statutes as they now exist or hereafter may be amended.

ARTICLE IX - PROBATIONARY EMPLOYMENT, TENURE, DISMISSAL AND REDUCTION IN FORCE

It shall be the policy of Community College District No. 4 that the Board of Trustees, on the recommendation of the Review Committee which has interviewed and evaluated the probationer, may grant tenure at any time between the assumption of his/her faculty position and the end of the three year probationary period, except that compelling reasons must be shown for the award of tenure prior to the third year of probation.

Section 1. Purpose

Consistent with RCW 28B.50.850-869, the Board of Trustees of Community College District No. 4 hereby establishes the following rules and procedures on faculty tenure and probationary employment, the purpose of which is twofold:

- 1) To protect faculty appointment rights and faculty involvement in the establishment and protection of those rights at Skagit Valley College and
- 2) To define a reasonable and orderly process for appointment of faculty members to tenure status and the dismissal of the tenured faculty member..

Section 2. Definitions

As used in this Article:

- a. "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process.
- b. "Faculty appointment", except a special faculty appointment, shall mean full-time employment as a teacher, counselor, librarian or other position for which the training, experience and responsibilities are comparable as determined by the appointing authority, except administrative appointments; "faculty appointment" shall mean department chairpersons and administrators to the extent that such department chairpersons and administrators have had or do have status as a teacher, counselor or librarian.
- c. "Special faculty appointment" shall mean employment as a teacher, counselor, librarian or other position as enumerated in (b) above when such employment results from special funds provided to the college district and when such employment is primarily maintained and funded from special funds, as set forth in (d) below.
- d. "Special funds" shall mean all funds received by the college district other than those generated by operating fees and special fees collected by the college district pursuant to RCW28B.15.100 and RCW28B.15.500 and state general funds appropriated by the Legislature and distributed to the college district by the State Board. "Special funds" shall include, but not be limited to, funds received by the college district through contracts with federal, state, local or private agencies; grants or gifts from philanthropic organizations; revenue produced by any auxiliary enterprise operated by the college district; federal vocational funds distributed by the Commission for Vocational Education; adult basic education funds distributed by the Superintendent of Public Instruction; and specifically

funds received for operating PREP programs. In order to qualify for the exception from faculty tenure status, a position must be primarily maintained and funded at least fifty-one percent (51%) for salary and related benefits by special funds as defined herein.

- e. "Full-time position" shall mean one in which the faculty member receives a contract labeled full-time and works a regular load of his/her department or area for three complete quarters of an academic calendar year.
- f. "Review Committee" shall mean a committee composed of the probationer's faculty peers, a student representative and the administrative staff of the college district; provided, that the majority of the committee shall consist of the probationer's faculty peers.

A Review Committee shall be established in accordance with RCW28B.50.869, as now or hereafter amended. The Review Committee shall consist of one member representing the administrative staff, one student representative and three (3) members representing the teaching faculty. The administrative representative shall be an administrative officer appointed by the chief administrative officer. The student representative shall be a full-time student chosen by the ASSVC Student Senate, or its successor organization. The members representing the teaching faculty shall be selected by a majority of the teaching faculty and department chairpersons acting in a body. For purposes of this policy, acting in a body shall mean a general faculty meeting open to all faculty members and convened for the specific purpose of electing such faculty representatives by secret ballot. It shall be the responsibility of the president of the legal bargaining agent and the chief administrative officer, acting in concert, to convene such general faculty meeting prior to October 1 of each year.

The administrative member shall be appointed for a one (1) year term. Teaching faculty members shall be elected for three (3) year terms; provided, that when a vacancy occurs in one or more unexpired terms, a general faculty meeting shall be convened in accordance with paragraph one above to elect a member(s) to fill such unexpired term(s). The student representative shall be elected by the ASSVC Student Senate for a one (1) year term.

The Review Committee shall convene as soon as possible after the beginning of fall quarter for the purpose of electing a chairperson and recorder. The Review Committee shall maintain official minutes of all meetings and all other pertinent materials relating to its activities. In conducting its business, the Review Committee shall have the authority to obtain documents, records, testimony and other materials needed and deemed necessary. The Review Committee shall function as a review committee as required by RCW28B.50.850 through RCW28B.50.869, as now or hereafter amended.

In no case shall a member of the committee sit in judgment of his or her own case, or the case of his or her spouse. The chairperson or the immediate administrative superior of the faculty member(s) under review should not be a member of the review committee. The committee shall elect its own chair. In the event there is a vacancy on the committee, a replacement shall be selected within seven (7) calendar days of the vacancy in the manner outlined above.

- g. "Faculty peer" shall mean one who holds a faculty appointment.
- h. "Student representative" shall mean a full-time student chosen by the ASSVC Student Senate.
- i. "Administrative staff" shall mean those individuals holding administrative positions.
- j. "Administrative position" shall mean those positions identified as administrative positions in items 2110.10 of the college district Policies and Procedures Manual.
- k. "Probationer" shall mean any individual holding a probationary faculty appointment.
- l. "Probationary faculty appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment.
- m. "Appointing authority" shall mean the Board of Trustees of Community College District No. 4.
- n. "College district" shall mean Community College District No. 4.
- o. "Administrative appointment" shall mean employment in a specific administrative position as determined by the appointing authority.

Section 3. Duties and Responsibilities of the Review Committee for Probationary Review

- 1) The general duty and responsibility of the review committee shall be to assess and advise the probationer of his/her professional strengths and weaknesses and to make reasonable efforts to encourage and aid him/her to overcome his/her weaknesses.
- 2) The Review Committee shall meet at the call of the chair, provided that the committee shall meet with the probationer at least once per quarter when in the judgement of the chair such a meeting is needed.
- 3) The first order of business for each probationary review committee shall be to draw up a plan that it will follow in evaluating the performance and professional competence of the full-time probationer assigned thereto.

If, at any time during the probationary period, the committee determines that the probationer has any weaknesses in the performance of those duties for which the probationer was hired, the committee shall set forth a detailed plan for the probationer to overcome these weaknesses. Such a plan may include additional courses to be taken by the probationer, experts to be consulted who would be in a position to assist the probationer in overcoming weaknesses, and any other steps which the committee believes will aid the probationer in overcoming weaknesses.

It is the responsibility of the review committee chairperson to keep the probationer informed of the procedures. The committee's evaluation of the probationer shall be directed toward and result in the determination of whether or not the probationer possesses the necessary personal characteristics and professional competence to perform effectively in his appointment. A probationary review committee's evaluation procedures should include the following:

- a) Classroom observations by members of the probationary review committee which may include the review of course outlines and classroom test instruments;
 - b) Student evaluation administered by the appropriate Associate Dean;
 - c) Assessment of the probationer's participation in professional activities both on and off campus.
- 4) The probationary review committee shall be required to conduct an on-going evaluation of the full-time probationer assigned thereto and render the following written reports to the probationer and the Dean of Educational Services before the designated times during each regular college year such appointee is on probationary status:
- a) A written report after fall quarter outlining the probationer's strengths and weaknesses. This report should also include a list of steps that can be taken by the probationer to improve his/her weaknesses.
 - b) A written evaluation of each full-time probationer's performance including the degree to which the probationer has overcome stated weaknesses shall be submitted to the Dean of Educational Services. The review committee shall obtain the probationer's written acknowledgement of receipt of the written evaluation report in writing and attach his/her answer to the report.
 - c) A written recommendation that the appointing authority award or not award tenure, such written recommendations to be submitted at times during the regular college year deemed appropriate by each probationary review committee, provided, that during such probationer's third regular college year of appointment, the probationary review committee shall, prior to March 1 of such regular college year, make a written recommendation as to the award or non-award of tenure.
- Failure of any review committee to make such written recommendation by March 1 of the probationer's third consecutive regular college year shall be deemed a recommendation neither for nor against the awarding of tenure and the appointing authority may award or deny tenure based upon this type of recommendation by committee.
- 5) The final decision to award or withhold tenure shall rest with the appointing authority after it has given reasonable consideration to the recommendations of the probationary review committee.

- 6) All written evaluations and recommendations prepared and submitted by a probationary review committee pursuant to these rules shall include a committee's findings and supportive data and analysis.
- 7) On or before the last day of the winter quarter of a probationer's third consecutive regular college year of appointment, the appointing authority shall notify him/her of the decision to either grant him/her tenure or not renew his/her appointment for the ensuing year.
- 8) This appointment to tenure is effective until the faculty member is either dismissed for "sufficient cause" (as defined in Section 4) or until the age of 70 years whereupon contract renewal is at the annual option of the appointing authority.

Section 4. Policy Relating to the Dismissal of Tenured and Probationary Faculty Members.

When reason arises to question the fitness of a tenured or probationary faculty member, it shall be the policy to attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, it shall be the policy that a tenured faculty member shall not be dismissed except for "sufficient cause," nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for "sufficient cause." "Sufficient cause" shall include but is not limited to:

- 1) Aiding and abetting or participating in:
 - a) Any unlawful act of violence.
 - b) Any unlawful act resulting in destruction of community college property.
 - c) Any unlawful interference with the orderly conduct of the educational process.
- 2) Incompetency.
- 3) Unprofessional conduct.
- 4) Breach of employment contract.
- 5) Reduction in force resulting from any of the following:
 - a) Lack of funds.
 - b) Elimination and/or reduction of programs, courses or services.
 - c) Decreased enrollment.
- 6) Reduction in force resulting from State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13, paragraph 1, under the following conditions:
 - a) Reduction of allotments by the governor pursuant to RCW 43.88.110(2),
or
 - b) Reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Nothing in this reduction-in-force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

Section 5. Duties and Responsibilities of the Review Committee for Dismissal Review

The general duty of the Review Committee shall be to submit recommendations regarding proposed presidential action. Specific responsibilities of the committee shall be:

- 1) To review the case of the proposed dismissal.
- 2) To attend the hearing and, at the discretion of the hearing officer, may call and/or examine any witnesses.
- 3) To hear testimony from all interested parties, including but not limited to other faculty members and students and review any evidence offered by same.
- 4) To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing and within seven (7) days in the case of a reduction-in-force for reasons set forth in Section 4(6), the written recommendations of the committee will be presented to the hearing officer, president, the affected faculty member, and the Board of Trustees.
- 5) Failure of any dismissal committee to make written recommendations regarding dismissal within the prescribed time set forth in this Article shall be deemed a recommendation neither for nor against dismissal and the appointing authority may proceed with the dismissal or continue the appointment of the faculty member based upon this type of recommendation from the committee.

Section 6. Hearing Officer Appointment and Duties

A. Appointment

- 1) Upon receipt of a request for a hearing from an affected employee, the president shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer who shall be an attorney in good standing with the Bar of the State of Washington and who shall not be, with the exception of Administrative Law Judges, an employee of the state of Washington or any of its political subdivisions or be a member of the Board of Trustees of any community college in the state of Washington.
- 2) In the case of a reduction-in-force for reasons set forth in Section 4(6), at the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: PROVIDED, that where there is more

than one faculty member affected by the Board of Trustees' reduction-in-force, such faculty members requesting hearing must act collectively in making such request; PROVIDED FURTHER, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the community college and the faculty member or faculty members requesting hearing.

B. Duties

It shall be the role of the impartial hearing officer to conduct the hearing in accordance with Chapter 28.B.19 RCW.

The duties of the hearing officer include:

- 1) Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which he could not be compelled to divulge in a court of law;
- 2) Issuing subpoenas;
- 3) Taking or causing depositions to be taken pursuant to rules promulgated by the institution;
- 4) Regulating the course of the hearing;
- 5) Holding conferences for the settlement or simplification of the issues by consent of the parties;
- 6) Disposing of procedural requests or similar matters;
- 7) To make all rulings regarding the evidentiary issues presented during the course of the dismissal review committee hearings;
- 8) To appoing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;
- 9) To allow the review committee to hear testimony from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same.
- 10) To prepare his or her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing or within ten (10) days in the case of a reduction-in-force for reasons set forth in Section 4(6), the written recommendation of the hearing officer will be presented to the president, committee, affected employee, and the Board of Trustees.
- 11) To be responsible for preparing and assembling a record for review by the Board of Trustees which shall include:

- a) All pleadings, motions and rulings;
 - b) All evidence received or considered;
 - c) A statement of any matters officially noticed;
 - d) All questions and offers of proof, objectives and rulings thereon;
 - e) His or her proposed findings, conclusions of law, and a recommended decision;
 - f) A copy of the recommendations of the dismissal review committee.
- 12) To decide, with advice from the dismissal review committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance.
 - 13) To assure that a transcription of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.
 - 14) To consolidate individual reduction-in-force hearings into a single hearing. In the case of reduction-in-force for reasons set forth in Section 4(6), the hearings shall be consolidated; only one such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.
 - 15) To take any other action authorized by rules consistent with this chapter.
 - 16) In the case of a reduction-in-force for reasons set forth in Section 4(6), the formal hearing (pursuant to RCW 28B.19.120 and conducted by the hearing officer appointed by the Board of Trustees):
 - a) shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued;
 - b) the only issue to be determined shall be whether under the applicable policies, rules or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated;
 - c) any findings, conclusions of law and recommended decisions shall not be subject to further tenure review committee action.

Section 7. Procedure Relating to the Dismissal of a Tenured or Probationary Faculty Member

A. Predetermination

Before any official action is taken relating to a dismissal or reduction in force of a tenured faculty member, the faculty member shall receive: 1) oral or written notice of the charges, 2) an explanation of the evidence supporting the charges, and 3) an opportunity, either in person or in writing, to present reasons why the proposed action should not be taken.

B. Notice

After it is determined that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected employee and provide copies to the dismissal review committee. The notice shall include:

- 1) A statement of the time, place and nature of the hearing (the hearing must be held on not less than ten (10) day's written notice);
- 2) A statement of the legal authority and jurisdiction under which the hearing is to be held;
- 3) A reference to the particular rules of the college that are involved;
- 4) A short and plain statement of the matters asserted. In the case of a reduction-in-force for the reasons set forth in Section 4(5), this shall include a statement of (a) the grounds for reduction-in-force as delineated in Section 4(5) a-c, and (b) the basis for selection of the affected employee. In the case of a reduction-in-force for reasons set forth in Section 4(6), this shall clearly indicate that separation is not due to the job performance of the employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in Section 4(6). The notice must also indicate the effective date of separation of service.

The affected employee shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the president of the district within seven (7) days, the president will request a written determination from the employee as to whether he/she wishes to avail himself/herself of the right to a hearing. If the employee fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an employee not to request a hearing shall be communicated to the dismissal review committee and Board of Trustees. Furthermore, a timely written request for a hearing within the above ten-day period is deemed jurisdictional.

C. Procedural Rights of Affected Employees

An affected employee who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Higher Education Administrative Procedure Act, chapter 28B.19 RCW, and shall have the following procedural rights:

- 1) The right to confront and cross-examine adverse witnesses.
- 2) The right to be free from compulsion to divulge information which he could not be compelled to divulge in a court of law.
- 3) The right to be heard in his own defense and to present witnesses, testimony, and evidence on all issues involved.
- 4) The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to chapter 28B.19 RCW.
- 5) The right to counsel of his choosing who may appear and act on his behalf at the hearings.
- 6) The right to have witnesses sworn and testify under oath.

D. Final Decision by the Board of Trustees

The case shall be reviewed by the Board of Trustees as follows:

- 1) Board review shall be based on the record of the hearing below and on any record made before the Board of Trustees.
- 2) The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
- 3) The Board may hold such other proceedings as it deems advisable.
- 4) The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the dismissal review committee and the hearing officer. The dismissal review committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision, and the effective date of dismissal.

E. Effective Date of Dismissal

The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the Board's final written decision as determined in the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction-in-force for reasons set forth in Section 4(6), failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Section 4(6), a separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

F. Suspension

Suspension by the president during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected employee or others is threatened by his or her continuance. Any such suspension shall be with pay.

G. Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the dismissal review committee, the Association and its representatives or agents, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed. This applies to all dismissal hearings regardless whether they are held in open or closed session.

H. Appeal from Board of Trustees Decisions

Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

Section 8. Special Procedures Relating to Dismissal Resulting from Reduction-in-Force

A. Reduction-in-Force Units and Procedure for Assignment

Reduction-in-force units shall be established as follows and each tenured employee and each employee holding a probationary faculty appointment shall be assigned by the District President to one of these units:

Agriculture-Biology	Interdisciplinary Science
Art	Law Enforcement
Auto Body	Library
Auto Mechanics	Marine Technology
Business Admin.-Economics	Mathematics
Chemistry	Media Services
Civil Engineering Technology	Business Management Training
Computer Science	Music
Counseling	Natural Resources Technology
Developmental Education	Nursing
Diesel Mechanics	Office Occupations
Drama	Philosophy
Electronics	Physical Education
Engineering	Physics
English and Literature	Psychology
Farm Management	Small Business Resource Center
Food Technology	Sociology and Political Science
History	Spanish
Home and Family Life	Speech
Human Services	Welding

Additional RIF units may be added by the District to reflect program additions or by mutual agreement with the Association.

Each tenured faculty member and each faculty member holding a probationary or temporary faculty appointment shall qualify for assignment in, and be assigned to, the lay-off unit in which the faculty member has his/her major assignment.

Lay-off unit lists shall be developed annually. Each faculty member shall be ranked in the appropriate lay-off units in accordance with the seniority procedures defined herein. Assignments to RIF units shall be published by November 1 of each academic year (initially within fifteen (15) calendar days of execution of this Agreement). Any academic employee who feels he/she has been incorrectly placed in a seniority unit shall have the right to a hearing before the appropriate Dean and his/her administrative staff. Nothing in this section shall preclude the right of an academic employee to be accompanied by a representative of his/her choice in the hearing. Such hearing shall take place within seven (7) days from the time the academic employee was notified of this assignment.

If no satisfactory settlement is reached, the academic employee may then appeal in writing to the President. The claim shall state the basis for the appeal, the President shall deliver to the academic employee and the President of the Faculty Association a copy of his decision. The decision shall clearly explain the reasons for his decision and shall be final.

B. Order of Reduction

- 1) **Courses, Programs, Services - First Priority.** If the number of full-time contracted employees subject to this policy is to be reduced, the president, with such advice as he deems necessary, shall determine what programs or services are most necessary. The district reserves the right to establish the number of full-time and part-time faculty to be employed. In making decisions on reductions, the president may consider factors including but not limited to:
 - a) Budget limitations, lack of funds, change in instructional or service programs or courses, or lack of students participating in particular programs, courses or services.
 - b) The enrollment, the trends in enrollment and their effect upon the department or program.
 - c) The present and anticipated service needs of the college and its students and prospective students, including staffing needs.
 - d) Information concerning faculty and administrative vacancies occurring through retirement, resignation, and professional and other leave.
 - e) Changes in educational policies and goals.
 - f) Other similar relevant considerations.
- 2) **Selection of Individuals.** If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction will be based on seniority.
- 3) **Seniority.** Seniority shall be defined as continuous full-time service in a faculty position with District 4. If a faculty member leaves the unit, previously earned seniority may be retained if such faculty member returns to the unit within three (3) years. Administrators holding tenure with SVC at the execution of this Agreement shall have all continuous full-time service with the District count toward seniority in the event that they return to the units. In computing an employee's seniority, any and all service including leaves of absence up to twenty-four (24) calendar months and sabbatical leaves shall be counted.

The individual with the highest number of qualifying years shall be the most senior; in case of ties, seniority shall be determined in the following descending order:

- a) First date of signature of an employment contract.
- b) First date of signature of letter of intent.
- c) First date of application for employment.

C. Reduction-in-Force Procedure

1) Determination of Necessity of Reduction-in-Force

- a) When the president determines that a reduction-in-force is necessary pursuant to Section 4(5), and has selected the affected employees to be reduced, the initial step shall be for the president to meet with the employee and discuss the proposed termination/dismissal with the individual employee in personal conference which shall be an informal proceeding. The matter may be resolved at this step by the use of alternatives such as reassignment, leave of absence, retirement, resignation, etc.
- b) When the Board of Trustees determines that a reduction-in-force is necessary pursuant to Section 4(6), the president shall select the affected employees to be reduced and meet with the employee in personal conference, which is an informal proceeding, to discuss the proposed termination/dismissal. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.

2) Designation of Remaining Steps. Subsequent steps in the procedure for reduction-in-force are specified in Section 7.

D. Recall

- 1) Full-time faculty members who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below.
- 2) Recall lists shall be created and maintained by the District for each affected lay-off-unit. The names of each affected faculty member shall be placed on the appropriate lay-off-unit list according to seniority.
- 3) Recall shall be in reverse order of reduction-in-force by lay-off-units to a faculty position, either newly created or a vacant full-time position.
- 4) The right of recall shall extend two (2) years from the effective date of the lay-off.
- 5) Each laid-off faculty member shall keep the District President's Office informed of any change in address.
- 6) New hires shall not be employed to fill full-time faculty vacancies unless there are no qualified faculty members on the applicable lay-off-unit recall list(s) to accept the vacancies.
- 7) A faculty member on lay-off shall have fifteen (15) calendar days to respond following issuance of written notice by registered mail of an offer of recall to a full-time position. If the individual fails to respond, his/her recall right shall be waived.
- 8) Upon recall, a faculty member shall retain all benefits such as sick leave, tenure, retirement, and seniority which existed at time of lay-off.

Section 9. Confidentiality of Reports. All reports prepared and/or provided pursuant to this chapter by a review committee shall be held in confidence by the committee, the president, and appointing authority except where otherwise required by law.

ARTICLE X - ECONOMIC PROVISIONS

Section 1. Full-Time Academic Employee Compensation

- a. Full-time schedule predicated upon one hundred seventy-two (172) contractual days.

Effective Fall Quarter 1986

<u>Step</u>	<u>A</u>	<u>B</u>
1	\$17,900	---
2	18,900	\$19,900
3	19,900	20,900
4	20,900	21,900
5	21,900	22,900
6	22,900	23,900
7	23,900	24,900
8	24,900	25,900
9	25,900	26,900
10	26,900	27,900
11	27,900	28,900
12	28,900	29,900
13	29,900	30,900

In addition to the above compensation, a premium of \$500 shall be paid for a doctorate earned from an accredited institution. For the 1986-87 academic year only, employees who were compensated at the Step 13 rate during the 1985-86 academic year shall receive an additional \$808.

- b. Newly hired academic employees shall normally be placed on any of the first three steps at the discretion of the Employer. Higher placement may be made in instances where the College President determines that such action would be in the best interest of the District up to and including Step 8.
- c. Academic employees who are returning shall receive the applicable step increase effective Fall Quarter, 1986. For the 1986-87 year only, the value of a step increase shall be \$808 instead of the otherwise prescribed \$1000. Successful completion of at least five (5) professional activity credits during the preceding 12 months shall result in placement on Column B effective Fall Quarter, 1986.
- d. Professional Activity Credit Requests
 - (1) An Instructor will submit an annual plan for approval to his/her Associate Dean or Director during Fall Quarter and report all credits earned by October 1 of the applicable year. The plan may be amended during the year and a copy will be kept in the Associate Dean's file. After completion of the plan, the Instructor will submit proof of completion to the same administrator. After completion of the plan, the Instructor will submit proof of completion to the same administrator.
 - (2) The Associate Dean or Director will submit a report of the kinds of activities completed and the number of PACs earned by each instructor to the Dean of Educational Services for final approval.

(3) Disputes regarding granting of professional activity credits shall be submitted to the College President for final resolution.

(4) Professional activity credits shall accrue to an academic employee at the time official documentation of completion is received by the college. Documentation received prior to October 1 shall count towards salary schedule placement for that contract year. Credits for salary advancement purposes may only be applied during the contract year subsequent to their completion.

e. **Criteria for Approving Professional Activity Credits**

(1) The plan should be relevant to presently or potentially assigned responsibility of the faculty member.

(2) The plan must go beyond the normal contractual duties of a full-time academic employee. For purposes of this section, normal contractual duties include:

a. All responsibilities included as workload standards, consistent with Article V.

b. Attending meetings with other District employees, the State Board for Community College Education and the Commission for Vocational Education, demonstrations by manufacturers or distributors, and attendance at local advisory committee meetings.

(3) The plan does not duplicate work for which credit has already been received unless changing concepts or technology have rendered earlier training obsolete.

Section 2. Part-Time Faculty Salary Schedule

The District shall calculate and verify with the Association the actual average Districtwide rate for the 1984-85 fiscal year for Beginning Instructor category and the Certified Instructor category. Such rates so calculated shall be increased three percent (3%) effective Fall Quarter, 1986, and shall become the single rate for the respective category. In the implementation of the provision, no academic employee shall be paid less than the rate which he/she received pursuant to the January 1, 1985, schedule.

Section 3. Extra duty and Summer Pay

a. In order to maintain certain teaching functions, counseling functions and library-media functions, contracts beyond the basic standard (nine-month) contract are necessary. Such contracts based upon the recommendation of appropriate supervisors who determine the length of time necessary to maintain the functions described above. The salary for extended contracts shall be one-half of one percent (.005) of the employee's base annual salary for the preceding year for each assigned day.

b. Payment for teaching functions during Summer Session shall be in accordance with the Part-Time Faculty Salary Schedule.

Where minimum class loads are not met or where classes are taught by independent study or by arrangement, the faculty member shall be paid \$11.50 per student credit hour provided that such calculations shall not exceed the amount derived from the Part-Time Faculty Salary Schedule.

c. When duties are being performed in addition to the individual's full-time responsibilities, the following schedule shall apply:

Classification I - 4% of Step Four (\$20,900)

Men's Commissioner	\$836
Women's Commissioner	836
Asst. Soccer	836
Asst. Basketball (Men)	836
Asst. Basketball (Women)	836
Asst. Volleyball	836
Asst. Baseball	836
Asst. Softball	836

Classification II - 6% of Step Four

Men's Tennis	\$1254
Women's Tennis	1254
Softball	1254
Newspaper Advisor	1254
KSVR	1254

Classification III - 8% of Step Four

Volleyball	\$1672
Baseball	1672
Music, Vocal	1672
Music, Instrumental	1672
Cross Country	1672

Classification IV - 10% of Step Four

Soccer	\$2090
Women's Basketball	2090

Classification V - 12% of Step Four

Men's Basketball	\$2508
Theatre/Drama	2508

Section 4. Department Chairman Stipends

Department

Stipend for Dept. Head

OCCUPATIONAL DAY

Civil Engineering Tech.	\$170
Auto Body	170
Natural Resources Technology	170
Business Management Training	170
Welding	745
Industrial Mechanics	745
Office Occupations	745
Nursing	745
Electronics	745
Food Service	745
Diesel	460
Human Services	460
Computer Systems Technology	745

Department Stipend for Dep. Head

ACADEMIC DAY

History, Phil., Pol. Sci., Ethnic Studies	170
Psychology, Sociology, Anthropology, Education	460
Business Administration, Economics	170
Speech, Drama & Communications	170
Mathematics	740
Music	460
Art	460
Physical Education	745
Language & Literature	745
Biological Sciences	745
Physical Sciences	745
Computer Science	745
Developmental Education	745

CONTINUING EDUCATION

Family Life	\$460
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WHIDBEY BRANCH

Art	\$460
Science	170
Math	170
Office Occupations	460
Social Sciences	460
Technology	460
Health Occupations	460
Humanities (Music, Drama, Philosophy)	170
Communications (English, Lit., Speech)	460
Electronics	170
Family and Early Childhood	170
Business	170
Computer Science	170

Section 5. Retirement

Pursuant to the applicable law and State Board regulations, the mandatory retirement age shall be defined as the end of the academic year in which an academic employee attains age seventy (70); provided, that, when officially approved by the Board of Trustees, service beyond the mandatory retirement age may be made for definite periods of time not to exceed one year each.

Section 6. Retirement Programs

- a) The Employer shall make available to academic employees such annuity or retirement programs authorized by law, State Board Policy 2.70.01 and WAC 131-16-010 through WAC 131-16-060, as now or hereafter amended.
- b) Early Retirement shall be in accordance with Appendix A.

Section 7. Insurance Programs

Pursuant to State Board Policy 2.70.02, eligible academic employees may participate in health and life insurance plans made available and administered by the State Employee's Insurance Board; provided, that, with the approval of the State Employee's Insurance Board, other types of insurance plans, except for liability insurance, may be made available. The amount of monthly college district premium contribution paid on behalf of each participating academic employee shall be that designated by the State Employee's Insurance Board. In order to receive the college district's premium contribution, academic employees must participate in a basic life insurance and accidental death and dismemberment plan. Eligible academic employees may then designate the remaining portion of the college district's contribution to pay premiums on other types of insurance made available by the college district and approved and/or made available by the college district and approved and/or made available by the State Employee's Insurance Board.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 1. Definitions and Procedure

A grievance is an alleged misinterpretation of or misapplication of or deviation from the terms or provisions of this agreement.

Step One

The grievant and the Association representative, if requested by the grievant, or the Association, may orally present a grievance to the appropriate Dean. If the grievance is not settled or presented orally, the grievant or the Association shall reduce the grievance to writing, dated and signed by the grievant and Association representative, if any, or by the Association. The grievance shall state the factual basis of the grievance, the provision or provisions of the Contract or other practices and policies allegedly violated, and the remedy sought. The grievant, or the Association, shall present the grievance, in writing, to the appropriate Dean within twelve (12) working days after the occurrence of the grievance or within twelve (12) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the event giving rise to the grievance, whichever is later. The Dean, upon receipt of the written grievance, shall sign and date the grievance and shall give a copy of the grievance to both the grievant and the Association. The Dean shall answer the grievance in writing, provided the answer shall include the reasons upon which the decision was based, within seven (7) working days of receiving the grievance and shall concurrently send a copy of the grievance, his decision, and any and all supportive evidence to the grievant and the Association.

Step Two

If no satisfactory settlement is reached at Step One, the grievance may be appealed to the President of the college or his designated representative within seven (7) working days of the decision rendered in Step One. The President or his designated representative shall arrange for a hearing with the

grievant and Association representative, and such hearing shall be scheduled within seven (7) working days of the receipt of the appeal. The President or his designated representative shall provide a written decision, incorporating the reasons upon which the decision was based, to the grievant and the Association within seven (7) working days from the conclusion of the hearing. The decision rendered at Step Two shall be considered the final position of the Employer.

Step Three

If no satisfactory settlement is reached at Step Two, the Association, within ten (10) working days of the receipt of the Step Two decision, may appeal the final decision of the Employer to the American Arbitration Association for arbitration under the voluntary rules. The arbitrator shall hold a hearing within twenty (20) days of his appointment. Seven (7) days notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his decision within thirty (30) days from the date final written briefs have been submitted or if waived by both parties, thirty (30) days after the completion of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the affected employee(s). The fees and expenses of the arbitrator shall be equally shared by the parties.

Section 2. Time Limits

A working day shall be defined as a day on which the main office of the college is open for business. Failure on the part of the Employer to render a written decision concerning the grievance at any step of this procedure and within the time limits specified, shall permit the grievance to be appealed to the next level of the grievance procedure. Failure on the part of the grievant to appeal a grievance or render a decision on any step of this procedure shall be considered as acceptance of the decision of the Employer. All time limits within this grievance procedure may be extended by mutual agreement between the parties. Grievances initiated during the duration of this Agreement shall be fully processed in accordance with the terms of this Agreement.

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. All grievance hearings shall be heard during the daily work day and no academic employee involved in the grievance hearing as a witness or grievant shall suffer loss of salary or other benefits.

Section 3. Jurisdiction of the Arbitrator

- a. The arbitrator shall decide all substantive and procedural arbitrability issues.
- b. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator provided, the arbitrator shall resolve the question of arbitrability prior to hearing the merits of the grievance.

- c. The provisions of Article IX of this Agreement shall not be subject to this grievance procedure.
- d. The arbitrator shall have no authority to alter, add to or subtract from this Contract.
- e. The arbitrator shall have no authority to render a decision or award beyond the termination date or renewal or extension thereof, of this Contract.
- f. The arbitrator shall have authority to base his decision or award on the evidence and matters presented to him/her by the parties in the presence of each other, the matters presented in the written briefs of the parties, and all appropriate arbitration rulings, decisions and awards previously decided upon.

Section 4. Appeal of Arbitration

Petition by either party to a court of competent jurisdiction, on any arbitration decision or award shall be limited to the following:

- a. The arbitrator exceeded his jurisdiction or authority under this Contract.
- b. The arbitrator's decision or award is based on an error of law.

ARTICLE XII - MANAGEMENT RIGHTS

Except for the limitations imposed by the specific provisions set forth in this Contract, all management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested exclusively with the Employer. It is expressly recognized that such rights, powers, authority and functions shall include the full and exclusive control, management and operation of the business and all other affairs of the college district which are not specifically set forth in this Contract. Furthermore, the Employer reserves the right to establish, amend or modify policies and procedures which do not alter this Contract at its discretion.

ARTICLE XIII - SAVINGS CLAUSE

Section 1. Contract Impairment

This Agreement shall be subject to all present and future state laws and/or directives of the Legislature or the Governor of the state of Washington. In the event of conflict between the results of the above action and the requirements of this Agreement, the former shall prevail.

Section 2. Savings Clause

Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and the Association shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XIV - SCOPE OF AGREEMENT

Section 1. Scope of Agreement

This agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties.

Section 2. Entire Agreement

Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

Section 3. Zipper Clause

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. Therefore, except as specifically stated in this Agreement, the Employer and the Association 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 otherwise.

Section 4. Legislative Funding

Implementation of any salary adjustment provided for in this Agreement which is funded by general funds of the state of Washington shall be consistent with legislative appropriation and with any subsequent modification thereto.

ARTICLE XV - UNINTERRUPTED EDUCATIONAL ACTIVITIES

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout.

ARTICLE XVI - EMPLOYEE RELATIONS

Section 1. SVCEA/Employer Committee.

Both parties agree that its representatives shall meet upon request at a mutually agreeable time, place, and date for the purpose of reviewing implementation of this Agreement and other areas of mutual concern. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. 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.

Section 2. Procedure

Unit members, after attempting to reach resolution with the appropriate administrator, may submit to this committee any concerns centering on violations of policy, rules, practices or any matter of professional concern.

Said items shall be submitted in writing for consideration by the committee. The committee will attempt to resolve said concern to the satisfaction of all parties.

If resolution is not achieved, the matter may be forwarded to the President who will make the final and binding decision. The decision and reasons therefore will be conveyed to the SVCEA/Management Committee and any directly interested parties.

ARTICLE XVII - DURATION

This Agreement shall remain in full force and effect upon its execution to and including June 30, 1989. Article X may be reopened at the request of either party on or after May 1, 1987, and May 1, 1988. Negotiations for a subsequent agreement may begin on or after May 1, 1989.

SIGNED this 14th day of October, 1986, at Mount Vernon, Washington.

For the Association

For the Employer

Richard C. Duwall
NAME

James E. Anderson
NAME

President, SVCEA

Chairman, Board of Trustees

TITLE

TITLE

APPENDIX A

FACULTY EARLY RETIREMENT PROGRAM

- I. Retirement Program. This retirement program is established for the express purpose of encouraging the retirement of tenured academic employees at a time earlier than the employee may otherwise retire where such early retirement will be of bona fide mutual benefit, economic or otherwise, to the College and the academic employee.
- A. Definitions. For purposes of this Appendix, the following terms shall have the following meaning:
1. "College" shall mean Skagit Valley College.
 2. "Employee" shall mean an academic employee of the College who holds a faculty appointment as defined in RCW 28B.50.821(2)(a) and has been granted tenure by act of the Board of Trustees or by virtue of RCW 28B.50.868.
 3. "Full-time assignment" shall mean the workload for a tenured academic employee established by any negotiated agreement entered into pursuant to RCW 28B.52 or by any policy or regulation lawfully adopted by the Board of Trustees.
 4. "Board of Trustees" shall mean the lawfully appointed governing body of Washington State Community College District No. IV.
 5. "Retirement System" shall mean the retirement system in which an employee participates, including:
 - a. "WSTRS," the Washington State Teachers' Retirement System established by RCW 41.32.
 - b. "TIAA-CREF," the Teachers' Insurance Annuity Association and the College Retirement Equity Fund established by RCW 28B.10.400 and WAC 131-16.
 - c. "PERS," the Public Employees Retirement System established by RCW 41.40, which includes two plans:
 - (1) "PERS I," including those public employees employed on or before September 30, 1977, and
 - (2) "PERS II," including those public employees employed on or after October 1, 1977.

6. "Annual Salary Placement" shall mean the salary placement of an employee during the final year of tenured employment with the College, as determined by the salary schedule applicable during such final year of tenured employment. It shall be fixed regardless of subsequent changes in the salary schedule.
7. "Fiscal Year" shall mean a period of July 1 to June 30 of the following calendar year.
8. "Academic Year" shall mean the period from September to June of the following calendar year, including fall, winter, and spring quarters.
9. "Effective Date of Retirement" shall mean the first (1st) day of the month following an employee's last contracted day of work as a tenured faculty member.

B. Eligibility. Tenured academic employees are eligible to apply for one of the three retirement options established by this Appendix:

1. Employees who desire to apply for one of the options provided herein shall do so in writing at least ninety (90) days prior to the requested effective date of retirement. Applications shall be submitted to the Office of the President.
2. Within twenty (20) days of receipt of an employee's application for one of the options provided herein, the College President, or his/her designee, shall inform the employee as to whether the employee's choice of one of the options is of bona fide benefit to the College.
3. Employee applications for one of the options provided herein shall be reviewed on a case-by-case basis. An employee may apply for only one option at a time. Should an option not be approved, the employee may request that an alternative option be considered.
4. Where any employee application is approved by the College, the agreement shall be reduced to writing. All terms shall be stated in such writing and shall be executed by the employee and the College President, or his/her designee.

C. Retirement Options. These options are exclusive and only one option shall be granted to an employee. Provided, however, variations from these options may be made upon mutual agreement between the individual academic employee and the District.

1. Tenure Purchase Retirement Option provides for the purchase of valuable tenure rights of employees in exchange for the employee's separation from service at a time earlier than that required by law. Where an employee's application for this option is approved, he/she shall retire and waive any and all tenure rights and shall receive payment in exchange for such retirement and waiver of tenure rights. Such payment shall be paid on the effective date of the employee's retirement or a later day mutually agreed upon by the College and the employee. Such payment shall be made according to the following schedule:

<u>Effective Date of Retirement</u>	<u>Total Payment</u>	<u>Maximum Payment Per Year</u>
Before 64	1 and 1/2 times Annual Salary Placement (ASP)	1/2 times ASP
Age 64	1 times ASP	1/2 times ASP
Age 65 and beyond	1/2 times ASP	1/2 times ASP

- a. Payments may be spread over the period of years between the effective date of retirement and age 70.
 - b. Upon the death of an employee participating in this option, the employee's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased participant.
 - c. Payments under this option shall have no effect on the calculation of retirement benefits.
2. Phased Retirement Option provides for part-time employment following an employee's retirement from his/her full-time appointment. Where an employee's application for this option is approved, he/she shall enter into an agreement with the College in which the employee makes an intentional, intelligent, and voluntary waiver of any and all tenure rights and the College agrees to employ the employee on a part-time basis in the future. The payment for part-time employment covered under the agreement will be prorata of the annual salary placement. Any part-time employment after the period of the agreement shall be paid at the part-time rate. The period of the agreement for future part-time employment and the amount of part-time employment shall be specified in the agreement between the College and the employee, subject to limitations set out below:

- a. Employees who are participants in TIAA-CREF who wish to receive supplemental retirement benefits pursuant to WAC 131-16-061 may work no more than forty percent (40%) of a full-time assignment, nor more than seventy (70) hours per month, nor more than five (5) months in any fiscal year.
- b. Employees who are participants in TIAA-CREF who are not eligible for supplemental retirement benefits provided by WAC 131-16-061, or who wish to voluntarily, intentionally, and knowingly waive their right to such supplemental retirement benefits, may work no more than seventy-nine percent (79%) of a full-time assignment, unless employment is at a level of eighty percent (80%) or more of a full-time assignment is for a period of less than ninety (90) days during a fiscal year.
- c. Employees who are participants in WSTRS may work no more than seventy-five (75) days per academic year; provided that an employee who is a participant in WSTRS may work more than seventy-five (75) days per academic year if the employee makes an intelligent, voluntary, and intentional request to do so with full knowledge that his/her monthly retirement pension benefits will be reduced by one-twentieth (1/20) for each day of service over seventy-five (75) in an academic year; and provided further that employees who are first employed in a position eligible for participation in WSTRS on or after October 1, 1978, may not participate in this option due to RCW 41.32.800.
- d. Employees who are participants in PERS I may work no more than eighty-nine (89) hours per month and no more than six (6) months per fiscal year. Employees who participate in PERS II may not participate in this option due to RCW 41.40.690.
- e. Part-time employment called for by a written agreement made in accordance with this option shall not displace other tenured employees, and tenured employees shall be given full-time assignments prior to providing part-time assignments called for by a written agreement made in accordance with this option; provided that part-time employment called for by a written agreement made in accordance with this option shall be provided prior to the College contracting with part-time employees, unless program requirements or other educational reasons justify such appointments. Should part-time employment called for by a written agreement made in accordance with this option not be available, the College shall not employ the employee for the unneeded services and the agreement between the employee and the College shall be extended and otherwise modified to provide later part-time employment equal to that deferred.

- f. It is anticipated that the limitations on part-time employment set out above, if complied with, will protect employees from reduction or loss of retirement benefits, other than in the case of supplemental retirement benefits for participants in TIAA-CREF, as noted in section I.C.(2)(b) and (c) above. The College agrees to notify in writing each employee who enters into an agreement with the College under this option that his/her retirement benefits may be impacted by the part-time employment agreed to under this option.
3. Accelerated Work Option provides for an increase in the assignment of an employee during the last year(s) of employment with the College, in return for the planned and anticipated early retirement and relinquishment of tenure rights by the employee. Where an employee's application for this option is granted, the employee and the College will agree to an assignment over and above a full-time assignment for one or two years, in exchange for the employee's agreement to retire and relinquish his/her tenure rights at the end of that period.
 - a. All work called for by the overtime (more than full-time) assignment shall be stated in the written agreement and shall be bona fide.
 - b. The payment for the overtime assignment covered under the agreement will be prorata of Step One (1) of the salary schedule.
 - c. Overtime assignment under this option will normally not exceed the equivalent of one-half (1/2) load per academic year.
4. General Provisions applicable to all three options outlined above include the following:
 - a. An employee working pursuant to a written agreement made in accordance with one of the three available options shall not be dismissed except for sufficient cause, as provided by the negotiated agreement.
 - b. The decision by the College to grant or deny an early retirement option shall not be subject to the grievance procedure contained in any negotiated agreement entered into pursuant to RCW 28.52 or any subsequent legislation. Implementation of individual agreements shall be subject to the grievance procedure.

- c. Approval of an employee's application is at the sole discretion of the College and no employee shall have a contractual right, or any other right, to participation in any option.
- d. Each and every written agreement entered into by an employee and the College, as required by section I.B.(4) above, shall by its terms incorporate by reference all terms of this program as set out herein.

AGREEMENT
BY AND BETWEEN THE
BOARD OF TRUSTEES OF WASHINGTON COMMUNITY COLLEGE
DISTRICT V
AND THE
EVERETT COMMUNITY COLLEGE
FEDERATION OF TEACHERS, LOCAL 1873
AFT, AFL/CIO

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ARTICLE I: FEDERATION RECOGNITION

- A. The Board of Trustees of Washington State Community College District Five, hereinafter referred to as the "Employer," recognizes the Everett Community College Federation of Teachers, Local 1873, AFT, AFL/CIO, hereinafter referred to as the "Federation," as the exclusive bargaining agent for all Community College District Five academic employees in the following categories and as further defined in RCW 28B.52: 1. Instruction, 2. Counseling, 3. Library/Media Specialists. Excluded are all other employees.
- B. Any group of employees excluded from the bargaining unit may be added to the bargaining unit in accordance with statute and the rules and regulations promulgated by the Washington Public Employees Relations Commission. Matters regarding unit clarification shall be also handled by the Public Employment Relations Commission.

ARTICLE II: FEDERATION RIGHTS

- A. The Employer shall, upon written authorization of the academic employee involved, provide payroll deduction of Federation membership dues for full-time and part-time academic employees. Such deductions shall be remitted to the authorized Federation representative. 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 academic employee and such authorization has not been rescinded.
- B. The Federation and its representatives shall have the right to schedule the use of District buildings to transact lawful Federation business, provided that normal scheduling procedures are followed and further provided that no additional cost is incurred by the District. Suitable office space on each campus shall be provided for the Federation.
- C. Duly authorized representatives of the Federation shall be permitted to transact official Federation business on District property during working hours provided there is no disruption to instructional programs.
- D. The Federation shall have the right to reasonable use of District owned or rented office equipment when such equipment is not otherwise in use. The Federation agrees to pay \$100 per year which shall be deemed all such costs. The Federation also agrees to pay for the actual costs of all materials, supplies, and charges incidental to such use.
- E. The Federation shall have the right to post official notices of its activities and matters of Federation concern on Federation bulletin boards located as agreed upon by the Contract Administration Committee.
- F. The Federation may use the District internal communication service and faculty boxes for communications to faculty members, including mass distributions. The Federation shall be entitled to distribute mail through the outgoing mail service if it provides its own postage.
- G. The Federation shall be furnished three (3) copies of minutes, agendas, and related study materials at the same time and in the same form as those furnished the public and the Board of Trustees. Nothing in this Section shall be construed to diminish the District President's right to privileged correspondence with the Board of Trustees.

To assist the Federation in carrying out its role as the bargaining agent for academic employees, the Employer upon request shall furnish to the Federation information in the same form available to the general public. Such information shall include names and available addresses and telephone numbers of academic employees.

- H. A Federation representative shall have the opportunity to attend all open Board meetings. The Federation shall be allowed to enter any items on any agenda consistent with the procedures of the Board of Trustees and shall be allowed to speak on any question on any agenda.

- I. The Federation shall have the right to send two (2) representatives to legislative committee hearings, SBCCE meetings, or Federation regional or statewide meetings/conferences providing that arrangements or assignment coverage is approved by the appropriate dean or his/her designee. Travel and related expenses shall be borne by the Federation.
- J. The Employer agrees to provide copies of this Agreement in a mutually agreeable format at its expense to all members of the unit now or hereinafter employed. Cost for additional copies of the agreement shall be borne by the Federation.
- K. The Employer hereby agrees that every academic employee shall have the right freely to organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Employer agrees that it will not discriminate against any academic employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Federation, his/her participation in any lawful activities of the Federation or collective negotiations with the Employer or any grievance, complaint, or proceeding under this Agreement. Nothing in this Section shall be construed to diminish the opportunity of the Employer to utilize any legal remedies available.
- L. Effective fall quarter, 1982, the Employer agrees to provide the Federation President without loss of compensation released time equivalent to one-third reduced load to be utilized each quarter. The Federation President shall be responsible for assisting in the following:
1. Improving communications between academic employees and the Employer.
 2. Participation with the academic employees and the Employer in seeing that the Agreement is implemented.
 3. Working with the academic employees and the Employer toward solving problems which may arise in the administration of the provisions of this Agreement.
- M. Appropriate Federation representatives shall suffer no loss of compensation in time or money when meeting with administrative personnel on matters relating to grievances that have been filed or when attending scheduled negotiations meetings or committees authorized by this Agreement.
- N. Prior to the commencing of classes of each academic year and at the regularly scheduled annual meeting of all academic employees, the President of the Federation or his/her designee shall have the opportunity to address academic employees.
- O. The Federation agrees that none of the rights and privileges resulting from this Article shall be used directly or indirectly for political activities prohibited by statute.
- P. The Employer shall make a reasonable attempt to keep every Wednesday afternoon from 2:00 to 5:45 p.m. free for Federation members of the Salary Committee, the Contract Administration Committee, and the Federation Executive Council to conduct contract-related business.

Q. Contract Administration Committee.

Representatives of the Federation and the District will meet on a mutually agreed upon date, place, and time at least once every month for the purpose of reviewing the administration of the Agreement in force and attempting to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Neither party shall have control over the selection of the representation of the other party. These meetings shall take place at the District level. Provided, however, neither party shall have more than four (4) representatives.

ARTICLE III: EMPLOYEE RELATIONS

A. Screening and Selection.

1. Full-time faculty vacancies shall be filled in accordance with the District Affirmative Action Program. Such program shall require that appropriate academic employees be involved in recommending qualification and in selection of applicants.
2. Disposition of application: All applicants for such openings shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.
3. One member of the District Affirmative Action Committee shall be an academic employee appointed by the Federation.

B. Individual Contracts. All full-time academic employees shall be issued an individual contract. Such individual contracts shall state:

1. The incorporation of this Agreement, by reference;
2. The step placement or part-time rate as appropriate;
3. The contract hour work load or full-time assignment as appropriate;
4. The total annual or quarterly salary as appropriate;
5. The beginning and ending dates of the assignment period;
6. The total number of days or hours, as appropriate, of the assignment period;
7. The type of appointment held by the employee (e.g., temporary, probationary, tenured, or part-time);
8. The accumulated sick leave, if applicable;
9. The number of credits or professional improvement credits earned toward the next step placement, if applicable;
10. The choice as to the number of equal payments made to the employee.

The Employer shall provide such contracts to each full-time academic employee on May 15 prior to the ensuing academic year of assignment.

Each individual employee who intends to return or commence employment in his/her respective tenured or probationary appointment shall so notify the Employer by signing the individual contract and returning it to the District President no later than ten (10) working days after its receipt. Failure to return a contract on a timely basis shall mean such individual academic employee does not intend to return and no longer desires to be employed by the District.

The Employer shall develop the appropriate form(s) for each part-time academic employee indicating employment information. Part-time academic employees shall receive notification of intent to employ no later than two weeks after the first class day. In the event that an assignment for a part-time academic employee is cancelled, such rate for all his/her work shall be paid according to the appropriate rate for all class sessions prior to cancellation.

C. Paychecks

1. Paychecks for full-time academic employees shall be available on the 10th and 25th of each month. Full-time academic employees whose assignments begin in September shall receive their first paycheck on September 25. Those employees whose assignments begin in Summer Quarter will receive their first paycheck on July 10.
2. Paychecks for part-time academic employees shall be available on the last working day of each month except Summer Quarter.
3. Paychecks for all academic employees teaching in Summer Quarter (not as part of annual load) shall be available on July 15 and the last day of Summer Quarter.
4. Academic employees given extended contract days for specific purposes will be paid for these days on the next regularly scheduled payroll whenever possible. However, in no case shall the period between the last day worked and the receipt of the paycheck exceed one (1) month.
5. When errors are made resulting in underpayments to full-time or part-time academic employees, the Employer shall advance to the employee the amount of the underpayment within five (5) working days of notification to the District Business Office.
6. It is understood that pay dates in this section are subject to modification by Office of Financial Management. The college will adhere to OFM modifications as required.
7. In accordance with SB 3189 the Employer shall provide payroll deductions for political action committees.

D. Personnel Files.

1. The Employer shall retain only one personnel file for each academic employee in the campus President's office or in the office of his/her designee. Except as otherwise provided in this section, copies of material in the personnel files shall be confidential. The Employer may maintain payroll and salary committee records at some other location.
2. An academic employee shall have the right to answer in writing any complaints in his/her personnel files and attach such answer(s) to the complaint(s). He/she shall also have the right to attach any other relevant supporting statement(s) or affidavit(s) and shall have the right to add other material about his/her performance.

3. The academic employee will be informed prior to the inclusion of any material in his/her personnel file, with the exception of original employment documents and routine personnel/payroll documents. Material which may adversely affect any academic employee may be placed in his/her personnel file only after he/she has been given reasonable opportunity to read the material, append to it answers to any charges, complaints, or statements involved, and to sign and date the material. His/her signature shall not necessarily imply agreement with the statements contained in the material.
4. No anonymous materials shall be placed in any personnel files.
5. Each academic employee shall have the right to review the entire contents of his/her personnel file. A Federation representative or the academic employee's attorney may accompany such employee upon his/her request to review his/her personnel file. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the academic employee involved or the academic employee's designee. Photocopying charges shall be borne by the requesting academic employee. Use of an individual personnel file for administrative purposes shall be noted and inserted into the file.

E. Academic Employee Responsibilities.

1. Instructors, as directed by the appropriate administrator,
 - a. Provide individual and group instruction for students;
 - b. Assist in planning, developing, and improving curricular offerings;
 - c. Maintain regular office hours for student consultation;
 - d. Assist in the process of guiding and advising students in their courses and programs;
 - e. Maintain records and complete forms as required;
 - f. Meet regularly with instructional staff;
 - g. Submit an inventory of supplies and equipment as required;
 - h. Assist students in obtaining services from counselors, librarians and other personnel;
 - i. Order necessary textbooks, equipment, and materials for courses assigned;
 - j. Teach courses in accordance with course syllabi, the college catalog, and the schedule of classes;
 - k. Serve on appropriate committees;

1. Cooperate regarding professional evaluation by the appropriate Administrator;
 - m. Perform other professional duties as requested or assigned.
2. Counselors, as directed by the appropriate Administrator,
- a. Assist in personal, vocational, and educational decision-making of counselees;
 - b. Provide individual or group counseling or learning in such areas as decision-making, goal setting, problem solving, values clarification, interpersonal relations, human potential, assertiveness, communication skills, career exploration, career planning, study skills, classroom problems, and academic survival skills;
 - c. Administer and interpret individual and group tests;
 - d. Accept counselees referred by the college community, refer counselees to other sources of help, and follow up on such referrals;
 - e. Serve as resource consultants in their areas of expertise;
 - f. Advise students where special considerations arise relative to admissions, registrations, transfer, and withdrawal;
 - g. Interface the counseling function with the rest of the college community;
 - h. Offer credit or non-credit courses as part of his/her workload;
 - i. Evaluate students' records and experiences;
 - j. Assist with in-service training of faculty concerning counseling/testing service;
 - k. Maintain records and complete forms as required;
 - l. Serve on appropriate committees;
 - m. Cooperate regarding professional evaluation by the appropriate Administrator;
 - n. Perform other professional duties as requested or assigned.
3. Librarians/Media Specialists, as directed by the appropriate Administrator,
- a. Provide learning resource services to the college community in a variety of print and non-print forms;
 - b. Perform bibliographic and informational searches;
 - c. Provide reference services;

- d. Select, catalog, and process print and nonprint materials;
- e. Prepare resource materials at the request of instructional and student programs;
- f. Maintain records and inventories of collections, materials, and equipment;
- g. Circulate materials and equipment;
- h. Provide orientation in the use of Library/Media Center equipment and materials;
- i. Advise the college community of new materials, equipment, and technologies as they become available;
- j. Serve on appropriate committees and complete forms as required;
- k. Assist in process of guiding students interested in Library/Media careers;
- l. Cooperate regarding professional evaluation by the appropriate Administrator;
- m. Perform other professional duties as requested or assigned.

F. Organization.

- 1. At the beginning of each academic year, the District President or his/her designee shall assign each academic employee to a division, or the library or student services as appropriate.
- 2. Academic employees shall have the opportunity to develop curriculum, scheduling, staff, and budget recommendations, and to forward them to the appropriate administrator.

G. Academic Committee.

The Employer recognizes the requisite expertise and abilities of the faculty to provide valuable input regarding decisions related to educational matters. It is agreed that a procedure is desirable for dealing with specific problems or concerns that may from time to time arise and which require appropriate input of the considered professional judgment of the faculty. To this end there is hereby established an Academic Committee which shall function in the following manner:

Such committee shall consist of no more than one academic employee from each division plus two representatives of the Federation. All academic employees will be appointed by the Federation for a term of at least one (1) year. The committee shall meet monthly at an agreed upon date, time, and place with the appropriate administrative staff. More frequent meetings may be held by mutual agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Minutes shall be kept of all meetings and distributed

to all participants and the Board of Trustees. Such minutes shall be distributed on a timely basis. It is agreed by the parties that the Academic Committee shall not be involved in any matters regarding the administration of this Agreement.

H. Grievance Procedure.

Purpose and Objectives of the Procedures. It is the declared objective of the Board and the Federation to encourage the prompt resolution of all complaints, misunderstandings, or other difficulties. Accordingly, the following grievance procedure is established to provide an orderly and expeditious procedure for this resolution.

1. A grievance is hereby defined as a complaint or claim against the Employer by an academic employee, a group of academic employees, or the Federation, arising out of the interpretation or application of or any alleged violation by the Employer of the terms of this Agreement. Such grievances shall be handled in the following manner:

Step One: The grievant and the Federation representative shall concurrently present the grievance to the appropriate Dean and appropriate Division Director. Such grievance shall be reduced to writing, dated, and signed by the grievant and the Federation representative and shall state the specific factual basis of the grievance and the remedy sought. The appropriate Dean shall note receipt of the same by countersigning and dating the original grievance. The appropriate Dean shall answer the grievance in writing within eight (8) working days thereafter and shall concurrently send a copy of the answer to the grievant and the Federation representative.

Step Two: If no settlement is reached at Step One, the written grievance may be submitted to the District President or his/her designated representative, provided it is filed with the District President or his/her designated representative not more than eight (8) working days after it is answered in Step One. Representative(s) of the Federation will be present at any meeting called to consider the grievance at this step. The grievant and his/her attorney may also be present. The District President or his/her designated representative shall send his/her written answer to the Federation within eight (8) working days of the Step Two submission or the Step Two meeting. When appropriate, the Federation may initiate a grievance at Step Two.

Step Three: If no settlement is reached at Step Two, the Federation may, at its sole discretion within fifteen (15) working days after the date of the Step Two answer, file written notice to the Employer that the grievance will be arbitrated provided that the grievance presents an arbitrable matter as herein defined. The demand to the American Arbitration Association for arbitration shall be submitted no later than thirty (30) working days after the Step Two response.

2. Any grievant(s) or the Federation may present a grievance within forty-five (45) working days after the occurrence of the event giving rise to the alleged violation or within forty-five (45) working days from the time the grievant or the Federation has become aware of the alleged violation, whichever is later. In the event an academic employee is on leave, the forty-five (45) day period shall begin upon return to regular employment.

If either party fails to comply with the above established time limits, the grievance shall automatically proceed to the next level unless the matter has been satisfactorily resolved or the parties have mutually agreed in writing to extend such time limits. For purposes of this Article the term "working days" shall mean any academic employee's contracted day.

3. Matters subject to arbitration shall be referred to the American Arbitration Association through a joint request for a list from which an arbitrator will be selected using a striking process. Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration. Hearings and other procedural matters shall be in accordance with voluntary rules of the American Arbitration Association.
4. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Federation. The decision of the arbitrator shall be final and binding upon the Employer, the Federation, and the academic employee(s) affected, consistent with the terms of this Agreement.
5. Additional Grievance Stipulations.
 - a. Conferences and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If a grievance hearing, at any step, or an arbitration hearing is held during working time, the grievant(s) and the Federation representatives shall be released with pay.
 - b. Whenever written grievances, answers, or appeals are required to be served upon the District President or the Federation, certified mail to the District President at the District Office address, or to the Federation at its headquarters, shall meet all service requirements hereof, except that personal service duly receipted shall also be adequate service.
 - c. Any grievance pending arbitration shall in no way be prejudiced by the termination of employment of the grievant(s), and the Board or any of its agents agrees not to use the fact that a former academic employee is no longer an employee in a grievance proceeding.

- d. No grievance material shall be placed in the personnel file of academic employees exercising their rights under the grievance procedure. Neither shall such material be used in the evaluation reports, the promotional process, or any recommendation for job placement.
 - e. When two (2) or more grievances involving the same alleged violation have been submitted, the Employer and the Federation may agree that said grievances be consolidated and that they be heard at Step Two or Step Three.
6. Jurisdiction of the arbitrator is limited to:
- a. Adjudication of the issue which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration; and
 - b. Interpretation of the specific terms of the Agreement which are applicable to the particular issue presented to the arbitrator; and
 - c. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of this Agreement, or which is in conflict with the provisions of this Agreement; and
 - d. The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and
 - e. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other and the matters presented in any written briefs of the parties; and
 - f. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written or oral briefs by the parties unless waived by the parties.
7. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator.
8. No arbitrator shall have the authority to remand an issue back to the parties for negotiation.

I. Tenure.

The Federation agrees that the authority to grant or deny tenure is vested with the Employer subject to Appendix A of this Agreement. It is further agreed that any and all decisions relating to the awarding or withholding of tenure or the renewal or non-renewal of individual contracts of probationary academic employees shall not be subject to the grievance procedure of this Agreement.

J. Dismissal.

Termination shall be handled in a manner consistent with Appendix B. It is further agreed that such matters are not subject to the grievance procedure of this Agreement.

K. Reduction-in-Force.

Reduction-in-force shall be handled in accordance with Appendix B. The Employer reserves the right to adopt policies and procedures regarding such matters which are consistent with Appendix B and applicable statutes.

In the event of a reduction-in-force of full-time academic employees, the following shall apply:

Recall Lists shall be created and maintained for each affected lay-off unit within District Five. The names of those academic employees laid off shall be placed on the appropriate Recall List according to seniority. Recall in each lay-off unit shall be in order of reverse seniority; those qualified academic employees at the highest levels of seniority will be the first ones considered for recall. The right of recall shall extend three (3) calendar years from the date of actual lay-off. No new hires shall be permitted to fill academic employee vacancies in the lay-off unit unless there are no qualified academic employees on the Recall Lists to fill the vacancies. The name of any academic employee refusing a recall offer shall be removed from the Recall List, and said academic employee will no longer be considered eligible for recall. It is the responsibility of those academic employees desiring recall to furnish the District with the appropriate addresses to which notices and other pertinent recall information can be sent. Upon recall, academic employees shall retain all benefits such as sick leave, tenure, and salary schedule placement which had accrued up to the date of lay-off. Notice of recall shall be sent by certified mail.

L. Nondiscrimination.

The Employer shall take no discriminatory action relative to but not limited to hiring, work assignments, promotions, training opportunities, leaves, or the awarding of tenure against any academic employee or any applicant for any faculty appointment on the basis of race, religion, color, national origin, citizenship, ancestry, age, sex, sexual orientation, organizational affiliation, marital status, life style, or handicap status.

M. Seniority

1. Seniority shall be determined by establishing the date of the signing of the first full-time contract for continuous full-time professional services for Community College District Five and continuous professional services for the Everett School District prior to July 1967. Continuous service shall include leaves of absence, professional leaves, and periods of lay-offs. The longest terms of employment as thus established shall be considered the highest level of seniority. In instances where faculty members have the same beginning date of full-time professional service, seniority shall be determined in the following order:

- a. First date of the signature of an employment contract.
 - b. First date of signature of letter of intent.
 - c. First date of application for employment.
2. When an employee leaves the bargaining unit to permanently accept a position with the District for which the Federation is not the bargaining agency, seniority shall cease to accrue. If such employee later returns to the bargaining unit, seniority shall again accrue and all previous seniority shall be reinstated.

ARTICLE IV: WORKING CONDITIONS

A. Academic Freedom.

1. The purpose of Academic Freedom.

A major purpose of community college education is to share with students the scholarly, imaginative, and scientific efforts that have been made toward understanding our human condition and our world. Informed and critical students will be more able to act responsibly as citizens to make choices in their own lives, and to attempt solutions for problems of the future than uninformed, uncritical followers. The purpose of Academic Freedom is to insure this intellectual development of students.

2. Implementation of Academic Freedom.

Fully aware of their obligations under the laws of the land and under contracts and duly-negotiated Agreements with the Employer, academic employees are guaranteed the following freedoms:

- a. Academic employees are free to exercise all their constitutional rights without institutional censorship, discipline or other interference.
- b. As scholars and specialists, academic employees are free to conduct research and to publish its results.
- c. As professionals in their respective disciplines, academic employees are free to select the content and methods through which to discharge their responsibilities as instructors, counselors, and librarians/media specialists. They are free to select textbooks, resource persons, and other materials required to carry out their assigned responsibilities, consistent with reasonable financial restrictions determined by the Employer.
- d. As student advisors, counselors, and confidants, academic employees may not be required to release information about counselees other than those grades and official records required by the appropriate college record-keeping office or when otherwise required by law.
- e. This enumeration shall not be construed to deny or to disparage other rights and freedoms retained by academic employees.

B. Facilities and Support Services.

1. Consistent with fiscal and budgetary limitations,

- a. The Employer shall provide each full-time academic employee with adequate and secure office space, furniture, and files. The Employer shall provide maintenance of these office facilities.
- b. The Employer shall provide building and classroom maintenance to insure faculty members, students, and guests a safe and healthy environment.

- c. The Employer shall furnish all equipment and supplies necessary to teach each class and shall provide or assure the provision of staff service support throughout the entire span of time the college is open for classes.
 2. The Employer shall provide each academic employee with designated on-campus parking at the same rate charged to students. Only staff members may park in designated staff parking. The Employer will enforce campus parking regulations.
 3. The Employer shall provide part-time academic employees appropriate consultation and work space in a manner mutually agreed to by the Contract Administration Committee.
 4. Each academic employee shall be able to use his/her office space at any time of the day or week. Upon request, the Employer shall provide each academic employee with keys to facilities necessary for conducting and fulfilling his/her professional duties.
 5. The academic employees of District V shall have faculty lounges to be provided at the expense of District V. There shall be one such lounge conveniently located near food service.
- C. Safety and Sanitation.

1. The Union and Employer will cooperate in the endeavor to maintain safe and healthful working conditions, and encourage employees to work in a safe manner. The Federation and Employer agree that no employee should work, or be directed to work, in a manner or condition that does not at least comply with minimum accepted safety practices or standards as established by the Division of Safety, Department of Labor and Industries, State of Washington.
2. Any employee who is given a work assignment which they have reason to believe may be detrimental to the employee's safety or health shall immediately notify the immediate supervisor, Federation and campus safety officer. The employee shall not be required to perform the unsafe assignment or work in the unhealthful condition until the matter has been reviewed by the above parties.
3. The Employer shall provide security for academic employees required to handle financial transactions outside of normal business hours.
4. The parties agree that the issue of smoking is of a mutual concern. Individuals who are affected by tobacco smoke will be protected from contact with such smoke. Reasonable protection from smoke will be provided by the Employer for individuals desiring such protection.
5. Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All academic employees shall follow safety rules and procedures as they shall be from time to time promulgated.

6. The Employer agrees to pay the difference in price between regular and safety lenses up to a maximum of \$50 per year for each full-time academic employee in automotive, aviation, construction and precision woodworking, quality control, and welding.

7. The Employer shall provide three (3) sets of welding leathers owned by the college for use by full-time academic employees.

D. Materials and Ownership.

1. The ownership of any materials, processes, or inventions developed solely by an academic employee's individual effort and expense shall vest in the academic employee and be copyrighted or patented, if at all, in his/her name.
2. The ownership of materials, processes, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.
3. In those instances where materials, processes, or inventions are produced by an academic employee with College support, by way of use of significant personnel, time, facilities or other College resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

E. Administrative Code.

All full-time academic employees shall be supplied a copy of the District Five Administrative Code. All District Five policies, procedures, and regulations not covered in this Agreement shall be included in the Administrative Code within a reasonable time after adoption or modification by the Board of Trustees. Copies of the code shall be made available to part-time academic employees upon his/her written request.

F. Transportation.

Academic employees who are required by the Employer to use personal vehicles for transportation to and from a facility that is being used for institution or related academic activities shall be compensated at the applicable rate established by the Office of Financial Management.

ARTICLE V: EMPLOYEE BENEFITS

A. Insurance.

1. Regular Coverage.

- a. The Employer shall pay the maximum amount authorized and funded by the legislature toward the premium cost of State Employees Insurance Board-approved medical and dental plans for each eligible academic employee and his/her family. The Employer shall also pay the full cost of such basic life insurance benefits and long term disability benefits as shall be prescribed by the State Employees Insurance Board. The Employer agrees to continue the practice of voluntary payroll deductions for employees who elect this means of paying premiums for optional state-sponsored insurance benefits consistent with State Employees Insurance Board rules.
- b. Part-time academic employees who are assigned fifty percent (50%) or more of the normal work load are eligible for full Employer contributions and deductions as outlined above beginning with the second consecutive quarter of such employment. Part-time academic employees assigned less than fifty percent (50%) of the normal work load may participate at their own expense in the Employer's insurance and health programs pursuant to rules and regulations of the State Employees Insurance Board. Payments for self-pay must be made directly to SEIB.
- c. The Employer shall continue to provide unemployment compensation coverage and Washington State Industrial Accident Insurance for every full- and part-time academic employee as required by statute.
 1. For purposes of reporting hours to State Employment Services for full-time academic employees, the Employer shall report the number of weeks worked times 40.
 2. For purposes of reporting hours to State Employment Services for part-time academic employees, the Employer shall report the number of weeks worked times the percentage of full-time load times 30.
- d. Liability coverage shall be provided in accordance with applicable state rules and regulations.
- e. The Employer shall inform each academic employee of all insurance options and important dates related thereto at the time of hiring, upon any substantial modifications which are announced by appropriate regulatory agencies, and at any time upon request of the employee.

2. Leave Coverage.

- a. The Employer shall continue all insurance programs during the period when an academic employee is on leave with pay.
- b. The academic employee shall have the option of continuing life and health insurance benefits at his/her expense while on unpaid leave to the extent provided by law.
- c. The Employer will assist the employee in maintaining insurance coverage while on leave by providing all available information and forms.
- d. In the event of the employee's disablement or death, the Employer shall meet promptly with the employee or his/her beneficiaries to review the employee's insurance program and benefits and options.

B. Retirement.

1. All academic employees must retire at the completion of the college year in which they reach age seventy (70). A person seventy (70) years of age or older who wishes to continue employment as an academic employee may do so on a temporary appointment basis, if, in the judgment of the Employer, that person's services are essential for the continuance of a program. For the purpose of this section only, the college year shall begin on September first and end on the thirty-first day of August next following.

2. Retirement Plans.

The Employer agrees to make contributions to retirement plans for eligible academic employees consistent with applicable state laws and regulations. Information on such plans shall be provided to individual academic employees on request.

3. Consistent with applicable State rules and regulations, the Employer shall make payroll deductions for those employees who elect to participate in privately selected retirement and annuity programs, including programs involving tax shelter provisions.
4. The Employer shall provide information on all retirement programs to employees at the time of hiring and of any substantial modifications announced by appropriate regulatory agencies.
5. Tenured academic employees are eligible to apply for early retirement in accordance with Appendix E.

C. Leaves.

1. Eligibility.

- a. Full-time academic employees employed on an annual contract shall be eligible for all leaves listed in this Article. Academic employees employed either full-time or part-time, but

without an annual contract, shall be eligible for certain leaves as described below.

- b. Accumulated eligibility for leaves shall be transferable from other educational institutions to the extent provided by law.
- c. All leaves described herein require approval from the appropriate Division Director and the appropriate Dean.

2. Types of Leaves.

a. Accident Leave.

The Employer agrees to maintain maximum allowable coverage of on-duty accidents under Workmen's Compensation Legislation for both full-time and part-time academic employees.

b. Sick Leave: Illness, Injury, Bereavement, and Emergency.

(1) Accrual.

- (a) Effective February 16, 1982 a full-time academic employee shall be credited with twelve (12) days leave on the first day of the initial contract. Thereafter, commencing with the second year of employment, regardless of the total of the accumulated leave, the employee shall be credited with one (1) day of leave per month worked for sickness, injury, bereavement, and emergency.
- (b) A part-time employee shall be credited with ten percent (10%) of the quarterly contracted hours for leave on the first day of the quarter cumulative to a maximum of sixty (60) hours.

(2) Illness/Injury.

- (a) Leave shall be available in cases of illness or injury to the academic employee or the academic employee's immediate family or household.
- (b) In accordance with directives of the State Human Rights Commission and applicable law, leave required by an employee due to disability related to pregnancy shall be covered as any other illness under sick leave provisions.
- (c) Sick leave may be utilized to provide the difference between normal salary and Workmen's Compensation benefits.

(d) Sick leave shall be reported by the academic employee to the Division Director or in the absence of the Division Director to the appropriate Dean at the beginning of the absence, and daily thereafter unless other arrangements are made. Academic employees will be informed of the 24-hour phone available for such reporting purposes.

(3) Attendance Incentive.

(a) In January of the year following any year in which a minimum of sixty (60) compensable days of illness, injury, bereavement, and emergency leave is accrued, and each January thereafter, any eligible employee may receive remuneration for unused compensable leave accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued compensable leave in excess of sixty (60) days. Illness, injury, bereavement, and emergency leave for which compensation has been received shall be deducted from accrued illness, injury, bereavement, and emergency leave at the rate of four days for every one day's pay.

(b) At the time of separation from State service due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days of compensable accrued illness, injury, bereavement, and emergency leave. The provisions of this subsection are contingent on the continuation of the enabling legislation.

(4) Bereavement Leave.

(a) Leave shall be available in the case of death in the academic employee's immediate family or household.

(b) An academic employee shall be granted five (5) days paid leave on each such occasion. In the event of out-of-state travel, an additional five (5) days may be granted by the appropriate Dean.

(5) Leave with pay for other emergencies may be granted with the approval of the appropriate administrator.

(6) All leaves covered in Section V. C. 2. b. shall first be deductible from accumulated compensable days.

c. Civil Duties Leave.

Full-time academic employees shall be granted paid leave to serve as a witness at trials or as a juror, provided they are no plaintiff, defendant, or subject of the investigation. In such a case, any net compensation received shall be deducted

from the academic employee's salary so that there is neither financial gain nor loss to the academic employee.

d. Military Training Leave.

A full-time academic employee shall be entitled to a maximum of fifteen (15) calendar days of annual leave for active duty in the National Guard, Air National Guard, or military reserve forces of the United States.

e. Personal Leave.

This leave is intended to be used for reasons of a personal nature; however, such leave shall not be used for holiday or recreation purposes or for gainful employment or self-employment. Full-time faculty under annual contract shall receive one (1) non-accumulative personal leave day per instructional year commencing the first day of his/her contract. Reasonable attempts to arrange class coverage shall be expected.

f. Educational Leave.

(1) The Employer encourages attendance by academic employees at state, regional, and national meetings of their professional organizations or at meetings involving their academic or occupational specialities.

(2) Expense-paid leaves may be granted academic employees to enable them to visit other colleges to observe methods and techniques in instruction, counseling, or library/media service if such leaves are clearly designed to improve service to District Five students.

(3) Such leaves require the prior approval of the or the District President.

g. Professional Leave.

(1) Conditions and terms.

(a) The number of professional leaves shall not exceed four percent (4%) of the total number of full-time equivalent academic employees. Leaves will be no more than three (3) academic quarters and no less than one (1) academic quarter.

(b) An academic employee awarded professional leave will normally not be employed in the District during the period of leave. Employment in the District must be approved by the appropriate dean.

(c) Recipients of professional leave must agree in writing to return to District employment upon completion of the leave for a period of time equal to the length of the leave

granted. If the recipient does not return to District employment at the agreed upon time, the recipient will refund all pay received during the leave period.

(d) Recipients of professional leave may request additional leave without pay beyond the professional leave period. Approval for such leave must be obtained from the appropriate dean. The College President will stipulate the terms upon which additional leave may be granted. Upon mutual agreement, professional leave recipients whose time deadlines in 1 h. (2) (a) below have passed may request and receive additional leave without pay beyond the professional leave period.

(e) Recipients of professional leave will submit a written report and/or evaluation concerning their leave activities to the Board of Trustees and the Professional Leave Committee.

(f) An academic employee on professional leave earns full credit toward available medical and retirement benefits, annual increments, and accrual of seniority.

(1) There shall be two types of professional leave:

(a) Retraining. The purpose of retraining leave is to provide opportunities for a tenured academic employee to prepare for assignment in a discipline or department different from his/her current discipline or department, or to provide opportunities for a tenured academic employee to upgrade his/her skills in order to meet changing program needs. Requests for retraining leaves shall have priority over requests for sabbatical leaves below.

(b) Sabbatical leave. The purpose of a sabbatical leave is to enhance the professional development of tenured academic employees of District V. This purpose will be met by study, travel, writing, work on advanced degrees, return to industry, or any other activity which would contribute to professional improvement of the academic employee. Sabbatical leaves are available to full-time tenured academic employees on the basis of seniority in years of service to District Five or in years since last sabbatical for those who have had sabbatical experience. Fourth quarters of employment will not be counted toward years of service. In cases of a tie, the employee without District Five sabbatical experience shall receive the sabbatical.

(3) Professional Leave Committee.

The District will have a Professional Leave Committee, the purpose of which is to make recommendations to the District President regarding the granting of professional leave. This committee will be composed of three (3) academic employees

appointed by the Federation and two (2) administrators appointed by the District President. Committee members will serve two-year terms; terms will be staggered to insure continuity. In no case shall a member of the committee sit in judgment of his or her own applications or in instances of potential conflict of interest as determined by the Contract Administration Committee.

(4) Committee Procedures.

(a) The District President or designee shall call the first meeting of the Professional Leave Committee prior to October 1 each year. The committee will elect a chairperson at the first meeting.

(b) The committee shall call for written proposals from the eligible academic employees to be received by January 15.

(c) The committee shall conduct personal interviews with each applicant.

(d) The committee in selecting professional leave candidates will base its decisions upon the criteria given in (2) above. In addition, the committee will determine whether or not each approved leave is in the best interest of the District.

(e) The committee shall recommend its candidates to the District President no later than February 15.

(f) The committee shall interview each leave recipient upon return from leave and shall review all leave reports and shall recommend to the District President approval or rejection of the report.

(5) Applicant Procedures.

(a) An applicant for professional leave shall submit a written proposal to the chairperson of the Professional Leave Committee by January 15 of the academic year preceding the proposed leave.

(b) The applicant shall be available for a personal interview with the committee.

(c) The applicant shall notify the committee chairperson of any significant change of plans should such a change occur during the selection process.

(d) Upon approval of the leave, the recipient will execute a contract with the District which specified the length and conditions of the leave. Any significant change of plans after the contract has been executed must be approved by

- (f) In regard to retraining leave, the District agrees, within enrollment and fiscal limitations, to provide a suitable assignment to the academic employee upon return. In the event a suitable assignment cannot be made, the academic employee will not be expected to repay salary paid to him/her during the leave nor to file the report required in (d) above.
- (g) An academic employee on professional leave earns full credit toward available medical and retirement benefits and annual increments.

h. Leave of Absence.

(1) Eligibility.

In addition to leaves with pay, a full-time academic employee may be granted leave without pay. Reasons for a leave of absence include, but are not limited to, temporary disability; professional opportunities, such as study, research, teaching, travel, or work experience; civic opportunities, such as government service, political office, or military service; extended family care; participation in a leadership role in a professional or labor organization; or exchange leave.

(2) Applications

- (a) Applications should be presented as early as possible; for leave of one year's duration, the application should be received no later than April 15. Requests for extension of approved leave and/or notification to return from approved leave shall be received no later than February 15.
- (b) Applications for shorter leaves should normally be presented at least two (2) months before the desired starting date.
- (3) All such leaves require the approval of the Board of Trustees or its designee.

i. Status upon Return from Leave.

(1) Leaves with pay.

- (a) During his/her leave, the academic employee shall continue to accrue benefits and privileges (e.g., seniority, pension rights, sick leave eligibility) as if he/she had remained on active duty. The Employer shall also keep in force the academic employee's insurance plans.

(1) Leaves with pay.

- (a) During his/her leave, the academic employee shall continue to accrue benefits and privileges (e.g., seniority, pension rights, sick leave eligibility) as if he/she had remained on active duty. The Employer shall also keep in force the academic employee's insurance plans.
- (b) Excluding retraining leaves, the college agrees to reinstate the academic employee in his/her former position at the end of the leave. Any salary entitlements he/she would have earned on active status shall accrue to the academic employee.
- (c) In the case of retraining leaves, the college agrees to provide the academic employee a position at the end of the leave. Any salary entitlements he/she would have earned on active status shall accrue to the academic employee.

(2) Leaves without pay.

- (a) Benefits accrued prior to a leave of absence shall be retained by the academic employee. An academic employee granted a leave of absence shall have the opportunity of keeping any contributory insurance plans in force, during the leave, by making pre-payments, consistent with provisions of the underwriter. Academic employees shall accrue seniority while on leave without pay consistent with Article III. M. above.
- (b) The individual is guaranteed first opportunity for his/her position upon his/her return.

j. Professional Development.

- (1) Consistent with financial constraints and normal budgetary procedures, the Employer shall support academic employees' attendance at professional meetings both in and out of state. Such support shall be in the form of time off with pay, travel expense, registration fees, payment of a substitute instructor, and such expenses necessary to permit the faculty member to reap the fullest benefits of his/her attendance at the professional meeting.
- (2) Contingent upon and consistent with enabling legislation, the Employer shall allow and provide for authorized tuition and fee waivers for members of the bargaining unit and their immediate families.

ARTICLE VI: SALARY AND WORKLOAD

A. The contract year and calendar.

1. An academic year or contract year for a full-time academic employee shall be three (3) instructional quarters and 174 days (or equivalent).
2. There will be a minimum of 50 (plus or minus one) instructional days (or equivalent) per quarter exclusive of examination/evaluation and grade days.
3. To the extent feasible and practicable, there will be ten (10) Monday classes, ten (10) Tuesday classes, etc. (or equivalents), during each instructional quarter.
4. The Academic Committee shall propose an annual calendar and submit it to the Dean of Instruction by February 1 of the applicable year. Such proposal shall include recommendations regarding non-instructional days. For purposes of payroll, the first day of the regular academic year shall be September 15 or earlier.
5. Academic employees, after consultation with the appropriate administrator, may be assigned professional duties for any three of four quarters out of each fiscal year. (Summer Quarter shall be deemed the first quarter of each fiscal year.) Provided, assignment to Summer Quarter shall be with mutual agreement between the academic employee and the appropriate dean. Summer Quarter is equal to 50 days. Any academic employee who teaches summer as the first of his/her three quarters shall be credited with 50 days work.
6. Full-time academic employees may be assigned, upon mutual agreement between the employee and the appropriate dean, professional duties amounting to one full-time annual contract (3.00) over four quarters. Summer Quarter shall be deemed the first quarter of that academic year. In case of class cancellation due to insufficient enrollment, a compensatory assignment will be made to maintain a full load.

B. Professional Load Guide.

1. The Dean of Instruction (Dean of Student Services for members of his/her staff), after appropriate consultation shall assign equitable professional loads in accordance with Sections 2 and 3 below.

The variables considered assigning full-time loads include class size, number of preparations, limitations of facilities, availability of classified or student help, extracurricular assignments, learning resource assignments, academic advisory load, counseling assignments, types of classes, modes of instruction, team teaching, supplies, maintenance, program coordination, development of new courses, evening and off-campus classes, marketing, industry and/or advisory committee consultation, special nature of a program or course, and numbers of part-time instructors to assist.

2. Load categories and contact hours:

Mode of Instruction/Professional Load	Normal Weekly Contact Hours
a. General Lecture/Discussion (Plus an additional 5 office hours pro-rated.)	15
b. Lecture/Laboratory (Plus an additional 5 office hours pro-rated.)	18
c. Laboratory only (Plus an additional 5 office hours pro-rated.)	20
d. Shop	
Lecture	15
Laboratory	25
(Plus office hours equivalent to the difference between contact hours and 25.)	
e. Field Supervision (Office hours included.)	30
f. Counseling, Library/Media Specialist	30

3. Special Provisions.

- a. The sum of the fractional loads for an instructor's quarter shall be as close to 1.00 as possible. The total for the three-quarter year shall be as close to 3.00 as possible. Loads falling within a range of 2.80 to 3.20 shall be deemed to satisfy such requirement.

Note: Any load in excess of 3.2 annual load shall be assigned only with mutual agreement between the academic employee and the appropriate Dean. Such classes shall be specifically declared in excess annual load and shall be covered for full payment at the part-time rate.

- b. After consultation with the division faculty, the college president or his/her designee will assign individual courses to the above load categories.
- c. Excluding instances required to maintain a full load, full-time academic employees shall be assigned class schedules within a seven (7) hour assignment span. Nothing in this section is to be construed that academic employees are expected to be on campus for this entire span if their professional duties require their presence elsewhere.
- d. The maximum described herein may be exceeded without additional compensation when requested by the individual academic employee and approved by the appropriate Dean.
- e. If a part-time academic employee is assigned office hours by the Dean of Instruction, he/she shall be compensated at the part-time rate of pay for the thirty (30) hour mode.

f. Reassigned Time.

(1) Academic employees may be reassigned from teaching to non-teaching duties upon approval of the District President or his/her designee.

(2) Upon mutual agreement between the academic employee and the appropriate dean, a full-time tenured academic employee, because of potential program change, program reduction, or program termination, may be reassigned from teaching to non-teaching duties for the purpose of retraining.

C. Salary Placement and Advancement.

1. Salary Committee.

a. There is hereby created a Salary Committee hereinafter referred to in this Article as the Committee, consisting of two (2) academic employees appointed by the Federation and two (2) non-academic employees appointed by the District President.

b. The purpose of this Committee shall be to make recommendations to the District President regarding initial placement and advancement of academic employees. It shall also review and act on requests for professional improvement credits, hear appeals on requests and documentation, and make recommendations to the District President

c. The Committee shall publish an annual schedule of meetings. Unscheduled meetings shall be held at the discretion of the Committee.

2. Initial Placement (see Appendix C for Salary Schedule).

For purposes of initial placement, newly hired full-time academic employees shall receive credit on the following basis:

a. One professional improvement credit for each academic credit beyond the BA +60.

b. Ten (10) professional improvement credits for each full year of teaching experience up to a maximum of six (6) years.

c. Ten (10) professional improvement credits for each full year of work experience directly related to professional assignment up to a maximum of six (6) years.

d. Up to thirty (30) professional improvement credits for non-traditional achievement as approved by the District President.

e. In applying the criteria for initial placement, the following will be observed:

(1) Tentative initial placement will be made by the Director of Personnel and the appropriate Dean and Division Director. The Director of Personnel will notify the Federation of all newly hired full-time academic employees within five (5) working days from the date the employment offer was accepted.

This tentative placement will be the basis of salary calculation until the final determination of initial placement is made by the District President.

(2) Documentation in the form approved by the Salary Committee must be submitted within forty-five (45) days after the first day of the quarter of the initial hire of an employee. On or before the thirtieth (30th) day of this 45-day period an employee may obtain a twenty (20) day extension of the deadline if a request is submitted in writing to the chairperson of the Salary Committee.

(3) The Salary Committee will meet and make a recommendation to the District President regarding initial placement within twenty-five (25) days after the last day to submit documentation as established above. The Salary Committee will base its recommendation on the documentation that it has received by the deadline.

(4) Therefore, in all cases, the Salary Committee must make a recommendation to the District President no later than ninety (90) days after the first day of the quarter of initial hire of an academic employee.

3. Advancement.

Academic employees shall receive a step advancement on the salary schedule provided the following requirements are met:

- a. At least thirty (30) professional improvement credits have been earned (professional improvement credits are defined under 4 and 5 below).
- b. There is another level on the salary schedule to which advancement can be made (see Appendix C for Salary Schedule).
- c. If there is no higher level to which advancement can be made, professional improvement credits will accumulate and be noted on the academic employee's annual contract.

4. Traditional Professional Improvement Credits.

- a. Academic credits earned at community colleges, regular four-year and graduate academic institutions in subjects related to the academic employee's assignment and accepted as degree requirements at the granting institution shall be accepted as professional improvement credits. Academic credits may also include those courses which are accepted for equivalent credit by the American Council on Education.
- b. Each year of teaching, library, or counseling experience starting with Fall Quarter 1975 shall be accepted as ten (10) professional improvement credits up to six (6) years' experience.

- c. Renewal of a five-year vocational certificate shall be accepted as fifteen (15) professional improvement credits. NOTE: Credits used for renewal can be used independently for PIC's if not applied toward recertification of a vocational certificate.
5. Non-traditional Professional Improvement Credits.
- a. Advancement on the basis of non-traditional professional improvement credits shall be recommended by the Committee and approved by the District President.
 - b. Non-traditional professional improvement credits shall be earned as follows:
 - (1) Field experience or work experience (voluntary or for salary) wherein a maximum of one (1) credit would be authorized for each full five (5) days of diversified experience.
 - (2) Conferences and seminars in which a maximum of 0.2 credits may be earned for each day of participation.
 - (3) Travel, either domestic or foreign, in which 0.2 credits may be earned for each day of participation up to a maximum of five (5) credits in any one (1) year.
 - (4) Independent research and development beyond the normal contractual expectations of an academic employee. Such activities may include but are not limited to publications, community service projects, curriculum development projects, or related types of activities as approved by the Committee.
 - (5) In-service training courses equal to college or university courses for which each ten (10) hours shall equal one (1) credit.
6. Criteria For Approval of Professional Improvement Credits.
- a. Professional employees are encouraged to update their knowledge and skills, both as generalists and specialists. Therefore, the activity undertaken should be relevant to one of the following criteria:
 - (1) The employee's job description;
 - (2) The course content of a current or proposed course;
 - (3) Effectiveness or innovation in teaching, counseling, or serving the college community;
 - (4) Increased potential for communication with students or staff;

- (5) Potential or actual student interest in the activity or subject;
 - (6) Increased potential for instructional delivery, informational delivery, or counseling technique;
 - (7) Increased understanding of community college students, staff, organization, management, or community college objectives.
- b. The activity should go beyond the normal contractual duties of a full-time academic employee.
 - c. The activity should not duplicate work done for other academic credits unless changing concepts or technology have rendered earlier training obsolete, or it is a requirement for continued employment.
 - d. Those individuals who are granted sabbaticals automatically are authorized professional improvement credits if the criteria in this section have been met.
 - e. Faculty retrained to accept a position in another specialty at the college shall be awarded both traditional and non-traditional credits.
7. Procedures for Submitting, Processing, and Approving Requests.
- a. Individual Activity Requests.
 - (1) The activity request is to be submitted by the academic employee to the Committee on forms provided for this purpose.
 - (2) Requests must be submitted and approved prior to the start of the activity. Requests which are consistent with a previously approved annual plan may be submitted up to sixty (60) days after the completion of the activity.
 - (3) At the start of Fall Quarter the Salary Committee shall distribute the Annual Plan form to all full-time academic employees. Annual plans will cover the time period from October 1 through September 30.
 - b. Approval or Disapproval.
 - (1) Approval or disapproval shall be made by the District President upon receiving recommendations from the Committee.
 - (2) The decisions of the District President will be reported to the individual within ten (10) working days of the scheduled Committee Meeting, unless

- (a) Additional information is required for evaluation; or
 - (b) Special arrangements for a delay are made by the Committee with the individual.
- (3) If not approved, the District President will provide a written statement outlining the reason for the denial upon the request of the individual academic employee. Copies of such correspondence shall be transmitted to members of the Committee.

8. Implementation.

- a. Professional improvement credits shall accrue to the academic employee at the time the official transcript or other documentation is received. A record of such credits shall be placed in the academic employee's file.
- b. Credits that are received prior to the first day of classes in Fall Quarter will count towards salary schedule placement for that contract year.
- c. With the annual contract issued on May 15, each academic employee will receive a report of current step placement and accumulated professional improvement credits. The report will be based on documentation received prior to May 1.

ARTICLE VII: CONDITIONS

A. Affirmative Action

The terms of this Agreement shall be subject to the District Affirmative Action policy as it now exists or hereinafter may be modified by the Board of Trustees. Any application of the provisions contained herein in conflict with said affirmative action policy shall be held inoperative as a result thereof, but all remaining terms shall be in full effect until renegotiated. It is understood that both parties shall actively support an affirmative action program.

B. Scope of Agreement.

1. This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the District which shall be contrary to or inconsistent with its terms.
2. This Agreement constitutes the negotiated Agreements between the Employer and the Federation and supersedes any previous Agreements or understandings, whether oral or written, between the parties.
3. Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
4. The management of the District and the direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement shall be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.
5. The article and section headings used herein are inserted for convenience only and shall have no bearing on the meaning or interpretation of the Agreement except as they serve to clarify its intent.
6. The Employer and the Federation agree that this Agreement shall be binding on both parties except that if any section or provision is or shall be contrary to law, then such sections or provisions shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby, and the Employer and the Federation shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).
7. 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. Therefore, 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 otherwise.

C. Hold Harmless Clause.

The Employer agrees that all participation by academic employees arising from this Agreement is purely advisory and therefore will hold academic employees harmless regarding any and all decisions which it makes in the exercise of its legal authority.

D. Nothing contained herein shall be construed to deny, restrict, or diminish any rights an academic employee may have under the laws of the State of Washington and of the United States or other applicable regulations.

E. Duration.

1. This Agreement shall remain in full force and effect from the date of July 1, 1985, until June 30, 1987. This Agreement shall be reopened in its entirety on or after April 1, 1987, upon the request of either party.

2. The Federation reserves the right to reopen Appendices C and D in the event that the Legislature of the State of Washington provides funds for such purposes. Implementation of such increase shall be consistent with the Legislative guidelines and/or negotiated Agreement. In any event, upon the request of either party Appendices C and D may be re-opened May 1 for the purpose of negotiating modifications thereto. Such negotiations shall be conducted consistent with RCW 28B.52. or any subsequent legislation.

Signed this 17th day of June, 1985 at Everett, Washington

FOR THE DISTRICT

R. Gates
Chairman of the Board of Trustees.

Robert [Signature]
District President

FOR THE FEDERATION

Greg [Signature] Macneil
President

Ross [Signature]
Chief Negotiator

APPENDIX A

RULES AND REGULATIONS GOVERNING TENURE

I. PURPOSE:

- A. To protect academic employee rights and academic employee involvement in the establishment and protection of these rights.
- B. To define a reasonable and orderly process for the appointment of academic employees to tenure status and for the non-renewal of probationary academic employees.

II. DEFINITIONS: As used in this Appendix, the following terms and definitions shall mean:

- A. "Appointing Authority" shall mean the Board of Trustees of Community College District Five.
- B. "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.
- C. "Faculty Appointment" shall mean full-time employment as a teacher, counselor, librarian, media specialist, or other positions for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments and except special faculty appointments as permitted by applicable law. Faculty appointment shall also mean division heads and administrators to the extent that such division heads or administrators have had or do have status as a teacher, counselor or librarian.
- D. "Probationary Faculty Appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment.
- E. "Probationer" shall mean any individual holding a probationary faculty appointment.
- F. "Administrative Appointment" shall mean employment in a specific administrative position as determined by the appointing authority.
- G. "Regular College Year" shall mean that period of time extending from the beginning of the fall quarter through the end of the following spring quarter. Such definition shall include any summer quarter worked in lieu of a fall, winter, or spring quarter.
- H. "District President" shall mean the District President of Community College District Five.
- I. "Appointment Review Committee" shall mean an ad hoc committee composed of the probationer's tenured faculty peers, a student representative, and a member of the administrative staff of the College, provided that a majority of the committee shall consist of the probationer's tenured faculty peers.

- J. "Non-renewal" shall mean the decision of the Board of Trustees not to renew the contract of a probationary faculty member for the succeeding academic year.
- K. "Full-time" shall mean an individual holding a tenured faculty appointment.
- L. "A Faculty Peer" shall mean an individual holding a tenured faculty appointment.
- M. "Teaching Faculty" as used herein shall mean the same as faculty appointment.

III. COLLEGE APPOINTMENT REVIEW COMMITTEES: PURPOSE OF THE COMMITTEES AND SELECTION OF MEMBERSHIP.

Each probationer shall have a five-member appointment review committee assigned to him or her within twenty (20) working days of hire. Appointment Review Committees shall serve as ad hoc committees until such time as the probationer is either granted tenure or his/her employment in a probationary faculty appointment is terminated.

- A. The District President or his/her designee shall call for tenured academic employees in the probationer's division to submit to the District President or his/her designee a list of three or more nominees who are tenured faculty to serve on the appointment review committee. The tenured teaching faculty acting as a body shall elect two nominees as members of the appointment review committee.
- B. The probationer at the same time may submit to the District President or his/her designee a list of two or more nominees who are tenured faculty to serve on the appointment review committee. The tenured teaching faculty acting as a body shall elect one nominee as a member of the appointment review committee; provided that, in the event the probationer does not submit nominations, the teaching faculty shall then vote to select a third appointment review committee member in accordance with A above.
- C. The administrative representative on the committee shall be appointed by the District President or his/her designee.
- D. The full-time student member on each appointment review committee shall be chosen by the student association in such a manner as the members thereof shall determine.
- E. If a vacancy occurs upon any appointment review committee, the procedures outlined above shall be repeated as applicable.
- F. Insofar as possible, at least one member of the committee should be in the probationer's academic discipline or field of specialization.

IV. APPOINTMENT REVIEW COMMITTEES: DUTIES AND RESPONSIBILITIES.

The general duty and responsibility of the appointment review committees shall be to evaluate the probationers, to advise them of their strengths and weaknesses, and to develop with them programs to overcome their deficiencies. The evaluation process shall place primary importance upon the probationer's effectiveness in the appointment.

The appointment review committee shall be responsible for making a recommendation, in accordance with the procedures in Section V. as to whether the probationer shall be granted tenure, be given an additional probationary year, or be terminated by the non-renewal of his/her probationary status.

V. APPOINTMENT REVIEW COMMITTEES: OPERATING PROCEDURES.

- A. The District President or designee will call the first meeting of an appointment review committee within the first thirty (30) working days of hire. A chairperson shall be elected by the committee at its first meeting.
- B. All meetings of an appointment review committee, after the first, shall take place upon the call of the Chairperson. The appointment review committee may meet with or without the probationer. The committee shall determine whether the probationer's presence is necessary or advisable; in any event, the committee shall meet with the probationer at least twice per quarter.
- C. The evaluative process employed by each appointment review committee shall include the stipulations outlined below:
 1. The first order of business for each appointment review committee shall be to establish, in consultation with the probationer and with the probationer's immediate administrative supervisor, the procedures it will follow in evaluating the performance and professional competence of the probationer assigned thereto.
 2. Criteria to be used in the evaluation shall be limited to professional skills, knowledge of subject matter, general college service, and faculty-staff relationships.
 3. Evaluation shall be based partly on first-hand observations of the probationer's performance in the position. The evaluation process shall also include a self-evaluation by the probationer, an evaluation by a discipline peer group, evaluation by the probationer's students, and an evaluation by the probationer's immediate administrator.
 4. All evaluative judgments shall be written in narrative report form.
- D. When deficiencies in the performance of a probationer have been noted by an appointment review committee, the following steps should be taken by the committee:

1. As soon as the deficiencies are recognized, the committee shall commit the areas of deficiency to writing and discuss them with the probationer at a conference.
2. The appointment review committee should develop with the probationer a written program to improve these deficient areas.
3. Frequent conferences should follow step 2 to provide for follow-up evaluations as well as program revisions to help the probationer improve.

E. Each appointment review committee, as a result of its ongoing evaluation of the probationer, shall periodically advise the probationer, in writing, of the progress during the probationary period and receive the probationer's written acknowledgement thereof. The following written reports, at the minimum, will be rendered to the probationer, the District President, and the appointing authority on or before the times specified herein during each regular college year that such appointee is on probationary status; or, as is also required, within fifteen (15) days of the District President's written request therefor; except that the recommendation for tenure or continued probationary status shall not be required when the committee in an earlier report has recommended non-renewal:

1. A written progress report by the end of the probationer's first quarter of hire outlining the probationer's strengths and weaknesses. This report shall also include a list of steps that can be taken by the probationer to improve any such deficiencies.
2. A written evaluation of the probationer's performance and progress including the degree to which the probationer has overcome stated deficiencies, on or before February 15.
3. A written recommendation regarding the renewal or non-renewal of the probationer's contract for the ensuing regular college year, on or before February 15.
4. A written recommendation for tenure or continued probationary status, on or before February 15.

VI. AUTHORITY OF THE BOARD OF TRUSTEES.

The appointing authority shall provide for the award of faculty tenure following a probationary period not to exceed three (3) consecutive regular college years, excluding summer quarter. Provided, the appointing authority may award or withhold tenure at any time, after it has given reasonable consideration to the recommendations of the appropriate review committee. The probationer shall be deemed to have been awarded tenure if no official notice is sent to the probationer by the last day of the winter quarter of the third consecutive year in which a contract is issued.

The regular college year in all instances shall be deemed to begin with the first fall quarter regardless of the quarter in which the probationer begins full-time employment.

VII. RIGHTS AND REASONABLE EXPECTATIONS OF THE PROBATIONER.

- A. Sufficient rapport should be established between the probationer and the appointment review committee so that the purposes of the visitations and evaluation sessions are clear.
- B. The visitations should be arranged so that the probationer will be prepared for the visit.
- C. The probationer should have been acquainted with the evaluative instrument prior to its use.
- D. Conferences with the probationer should be scheduled and should cover each category on the evaluation instruments used in the preparation for the conference(s).
- E. When a disagreement occurs between the probationer and his/her appointment review committee over any area of evaluation, the probationer may submit a written statement of these disagreements and shall be entitled to a written response from the committee.
- F. A probationer shall be formally notified of non-renewal by the end of winter quarter of the applicable year.

APPENDIX B

RULES AND REGULATIONS GOVERNING DISMISSAL OF TENURED AND PROBATIONARY FACULTY MEMBERS

I. REASONS FOR DISMISSAL OF A TENURED OR PROBATIONARY FACULTY MEMBER.

A tenured faculty member shall not be dismissed from his/her appointment except for sufficient cause, nor shall a faculty member who holds a probationary appointment be dismissed prior to the written terms of the appointment except for sufficient cause.

II. COMPOSITION OF DISMISSAL REVIEW COMMITTEE.

- A. A five-member dismissal review committee created for the express purpose of hearing dismissal cases shall be established no later than October 15 of any academic year. The members shall include one (1) administrator chosen by the president, one (1) full-time student chosen by the Student Association in such manner as the members thereof shall determine, and three (3) faculty members representing the faculty who shall be selected by a majority of the faculty acting in a body. The faculty members on the initial dismissal review committee shall serve a one-year, two-year and three-year term respectively. Subsequent elections will be for three-year terms so that the committee members shall have staggered terms.
- B. The Dismissal Review Committee shall select its own chairperson.
- C. In no case shall a member of the committee sit in judgment of his or her own case, or in instances of a potential conflict of interest as determined by the hearing officer.
- D. In the event there is a vacancy on the committee, a replacement shall be selected within 15 days of the vacancy in the manner outlined above.

III. PROCEDURES RELATING TO THE DISMISSAL OF A TENURED OR PROBATIONARY FACULTY MEMBER.

- A. Preliminary Proceedings Concerning the Dismissal of a Faculty Member.
 1. Excepting reduction-in-force applications, reasons to consider the dismissal of a faculty member shall be documented by letter to the faculty member. The district president shall discuss the letter with him or her in a personal conference. The matter may be settled by mutual consent at this point. The district president shall place the letter in the employee's personnel file unless mutually agreed otherwise.
 2. When the president determines that a reduction-in-force is necessary and has selected the lay-off unit(s) to be reduced, the initial step shall be for the president to discuss the proposed termination/dismissal with the individual employee(s) in personal conference which shall be an informal proceeding. The matter may be resolved at this step by the use of alternatives such as reassignment, leave of absence, retirement, resignation, retraining, etc.

B. Notice.

1. After determining that dismissal proceedings should be initiated, the district president shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected employee and provide copies to the dismissal review committee. The notice shall include:
 - a. A statement of the time, place and nature of the hearing;
 - b. A statement of the legal authority and jurisdiction under which the hearing is to be held;
 - c. A reference to the particular rules of the college that are involved;
 - d. A short and plain statement of the matters asserted. In the case of a reduction-in-force, this shall include a statement of both the grounds for reduction-in-force and the basis for selection of the affected employee.
2. The affected employee(s) shall have ten (10) days from the date of the notice of dismissal to notify the district president in writing as to whether the employee intends to exercise the right to the hearing specified above. If the employee fails to respond within the ten days provided herein, such failure shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an employee not to have a hearing shall be communicated to the dismissal review committee and board of trustees. Furthermore, a timely written request for a hearing within the above ten-day period is deemed jurisdictional.

C. Procedural Rights of Affected Employees.

An affected employee shall be entitled to one formal, contested case hearing pursuant to the Higher Education Administration Procedure Act, chapter 28B.19 RCW, and shall have the following procedural rights:

1. The right to confront and cross-examine adverse witnesses.
2. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.
3. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.
4. The right to the assistance of the Hearing Officer in securing witnesses and evidence pursuant to RCW 28B.19.
5. The right to a representative of his/her choosing who may appear and act on his/her behalf at the hearing.

6. The right to have witnesses sworn and testify under oath.

D. Responsibilities of the Dismissal Review Committee.

The responsibilities of the committee shall be:

1. To review the case of the proposed dismissal.
2. To attend the hearing and, at the discretion of the hearing officer, call and/or examine any witness.
3. To hear testimony from all interested parties, including but not limited to other academic employees and students, and review any evidence offered by same.
4. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than 30 days after the hearing, the written recommendations of the committee will be presented to the hearing officer, the president, the affected academic employee, and the Board of Trustees.

E. Hearing Officer.

1. Appointment.

Upon receipt of a request for a hearing from an affected employee, the district president shall notify the Board of Trustees and request that the Board of Trustees appoint an impartial hearing officer.

2. Duties.

It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW 28B.19 and this appendix. The duties of the hearing officer include:

- a. Administering oaths and affirmations, examining witnesses, and receiving evidence. No person shall be compelled to divulge information which he or she could not be compelled to divulge in a court of law;
- b. Issuing subpoenas;
- c. Taking or causing depositions to be taken;
- d. Regulating the course of the hearing;
- e. Holding conferences for the settlement or simplification of the issues by consent of the parties;
- f. Disposing of procedural requests or similar matters;
- g. Making all rulings regarding the evidentiary issues presented during the course of the dismissal review committee hearings;

- h. Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;
 - i. Allowing the review committee to hear testimony and any oral argument from all interested parties, including but not limited to academic employees and students, and review any evidence offered by same.
 - j. Preparing findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than 30 days after the hearing, the written recommendation of the hearing officer will be presented to the president, the committee, the affected academic employee, and the Board of Trustees.
 - k. Preparing and assembling a record for review by the Board of Trustees which shall include:
 - (1) All pleadings, motions and rulings;
 - (2) All evidence received or considered;
 - (3) A statement of any matters officially noticed;
 - (4) All questions and offers of proof, objections and rulings thereon;
 - (5) The proposed findings, conclusions and recommended decision;
 - (6) A copy of the recommendations of the dismissal review committee.
 - l. Deciding, with advice from the dismissal review committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance.
 - m. Assuring that a transcript of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.
 - n. Consolidating individual reduction-in-force hearings into a single hearing.
- F. Final Decision by the Board of Trustees.
- 1. The Board review shall be based on the record of the hearing.
 - 2. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the dismissal review committee and the

hearing officer. The dismissal review committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the affected academic employee in writing of its final decision and the effective date of dismissal.

IV. APPEAL FROM THE DECISIONS OF THE BOARD OF TRUSTEES.

Pursuant to RCW 28E.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within 30 days after service of the final decision. The filing of appeal shall not stay enforcement of the decision of the Board.

V. EFFECTIVE DATE OF DISMISSALS.

The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the Board's final written decision as determined in the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.).

VI. SUSPENSION.

Suspension by the district president during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected employee or others is threatened by his/her continuance. Any such suspension shall be with pay.

APPENDIX C
1986-87
FULL-TIME SALARY SCHEDULE

<u>Step</u>	<u>Annual Salary (174 days)</u>
1	<u>\$20,780</u>
2	<u>21,707</u>
3	<u>22,634</u>
4	<u>23,561</u>
5	<u>24,488</u>
6	<u>25,415</u>
7	<u>26,342</u>
8	<u>27,269</u>
9	<u>28,196</u>
10	<u>29,123</u>
11	<u>30,050</u>
12	<u>30,977</u>

Note: In addition to the above compensation, academic employees who hold earned doctorate degrees shall receive a stipend of \$1,000 per annual contract year.

APPENDIX D

I. Special Projects.

The following compensation shall apply to special student projects:

- A. Each portfolio evaluation for experiential learning shall be compensated on the thirty (30) hour mode for a maximum of four (4) hours per evaluator.
- B. Each course challenge shall be compensated on the thirty (30) hour mode for a maximum of three (3) hours per challenge.
- C. Each special projects (99, 199, 299) shall be compensated on the thirty hour mode for a maximum of five (5) hours per student project.

II. Part-time Salary Schedule.

The part-time salary shall be determined by the pro-rated amount (utilizing the contact hours appropriate to the mode of instruction) of seventy-two percent (72%) of the full-time base salary, Step One.

III. Community Service Classes.

- * Salary for community service classes will be \$12.50 per contact hour for the first three (3) quarters that an instructor is hired. Salary for the fourth (4th) through sixth (6th) quarters will be \$13.50 per contact hour. Salary for the seventh (7th) quarter and thereafter will be \$14.50 per contact hour. Instructors who have taught community service classes under this Agreement or who have taught six (6) or more quarters under the previous agreement shall receive \$14.50 per contact hour. If initial student enrollment is inadequate for the class to be self-supported, the instructor may elect to be compensated with sixty-five percent (65%) of the actual student fees collected instead of the normal hourly rate.

IV. Stipends.

A. Definitions.

1. Stipended activity consists of duties which are extra and separate from a faculty member's normal duties and which are exempt from tenure application.
2. A head coach is responsible for managing the varsity sport and related activities. As assigned by the Athletic Director, such activities shall include, but not be limited to, recruitment, scouting, fiscal accountability, travel, and inventory.

B. Schedule.

1. The schedule for stipends for athletic coaches shall be determined by a base figure computed as follows:

Base Salary (Step One) of Full-time Schedule divided by 9 =
Stipend Base.

Level A: 6/5 of Stipend Base

Basketball -- Head Coach
Track -- Head Coach

Baseball -- Head Coach
Soccer -- Head Coach

Level B: 4/5 of Stipend Base

Volleyball -- Head Coach

Level C: 3/5 of Stipend Base

Cross Country -- Head Coach
Tennis -- Head Coach
Golf -- Head Coach
All Assistant Coaches
All entry level varsity sports

2. The historical practices of the District shall be maintained regarding those activities other than athletics for which stipends have been paid.

C. Special Provisions.

1. Nothing herein shall be construed to require the Employer to maintain such activities or assignments.
2. It is understood that Section B. above is full compensation for such activities and that no additional compensation shall be required in the event the activity (or any portion thereof) generates student credit.

V. Notwithstanding any other provision of this Article, compensation paid to academic employees not otherwise employed by the District in conjunction with agreements where the source of funding is not the State Board for Community College Education shall be in accordance with the terms of such agreements. Provided, however, nothing herein shall be construed to reduce the basis for compensation for any academic employee employed at the adoption of this Agreement.

VI. Fourth Quarter.

Full-time academic employees who are assigned 100% load pursuant to Article VI.B and additional responsibility as outlined in Article III.E. at a level similar to the other three quarters shall be paid 1/174th of their previous years' annual base salary for each day of such assignment.

Full-time academic employees who are not covered by the paragraph above will receive \$5,100 for a full load and pro-rata for less than a full load. Assigned responsibilities beyond the basic teaching load may be contracted for in addition to the above payment. Office hours shall be compensated in accordance with V.I.B.3.e.

Nothing herein shall be construed to require an academic employee to accept such an assignment or to require the District to conduct any level of activity.

VII. Compensation for Professional Leave.

Compensation for professional leaves shall be one-third (1/3) of eighty-six percent (86%) of salary placement per quarter.

APPENDIX E

EVERETT COMMUNITY COLLEGE FACULTY EARLY RETIREMENT PROGRAM

- I. Mandatory Retirement. The mandatory retirement age for tenured academic employees of Everett Community College shall be seventy (70) years. Tenured academic employees shall retire by the end of the academic year during which the employee attains the age of 70.
- II. Retirement Program. This retirement program is established for the express purpose of encouraging the retirement of tenured academic employees at a time earlier than the employee may otherwise retire where such early retirement will be of bona fide mutual benefit, economic or otherwise, to Everett Community College and the academic employee.
- A. Definitions. For purposes of this program, the following terms shall have the following meaning:
1. "College" shall mean Everett Community College.
 2. "Employee" shall mean an academic employee of the College who holds a faculty appointment as defined in RCW 28B.50.821(2)(a) and has been granted tenure by act of the Board of Trustees or by virtue of RCW 28B.50.868.
 3. "Full-time assignment" shall mean the workload for a tenured academic employee established by any negotiated agreement entered into pursuant to RCW 28B.52 or by any policy or regulation lawfully adopted by the Board of Trustees.
 4. "Board of Trustees" shall mean the lawfully appointed governing body of Washington State Community College District Five.
 5. "Retirement System" shall mean the retirement system in which an employee participates, including:
 - a. "WSTRS," the Washington State Teachers' Retirement System established by RCW 41.32.
 - b. "TIAA-CREF," the Teachers' Insurance Annuity Association and the College Retirement Equity Fund established by RCW 28B.10.400 and WAC 131-16.
 - c. "PERS," the Public Employees Retirement System established by RCW 41.40, which includes two plans:
 - (1) "PERS I," including those public employees employed on or before September 30, 1977, and
 - (2) "PERS II," including those public employees employed on or after October 1, 1977.

6. "Annual Salary Placement" shall mean the salary placement of an employee during the final year of tenured employment with the College, as determined by the salary schedule applicable during such final year of tenured employment and shall be fixed regardless of subsequent changes in the salary schedule.
 7. "Fiscal Year" shall mean a period of July 1 to June 30 of the following calendar year.
 8. "Academic Year" shall mean the period from September to June of the following calendar year, including fall, winter and spring quarters.
 9. "Effective Date of Retirement" shall mean the first (1st) day of the month following an employee's last contracted day of work as a tenured faculty member.
- B. Eligibility. Tenured academic employees are eligible to apply for one of the three retirement options established by this program:
1. Employees who desire to apply for one of the options provided herein shall do so in writing at least ninety (90) days prior to the requested effective date of retirement. Applications shall be submitted to the Office of the President.
 2. Within twenty (20) days of receipt of an employee's application for one of the options provided herein, the College President, or his/her designee, shall inform the employee as to whether the employee's choice of one of the options is of bona fide benefit to the College.
 3. Employee applications for one of the options provided herein shall be reviewed on a case-by-case basis. An employee may apply for only one option at a time. Should an option not be approved, the employee may request that an alternative option be considered.
 4. Where any employee application is approved by the College, the agreement shall be reduced to writing. All terms shall be stated in such writing and shall be executed by the employee and the College President, or his/her designee.
- C. Retirement Options. These options are exclusive and only one option shall be granted to an employee.
1. Tenure Purchase Retirement Option provides for the purchase of valuable tenure rights of employees in exchange for the employee's separation from service at a time earlier than that required by law. Where an employee's application for this option is approved, he/she shall retire and waive any and all tenure rights and shall receive payment in exchange for such retirement and waiver of tenure rights. Such payment shall be paid on the effective date of the employee's retirement or a later day mutually agreed upon by the College and the employee. Such payment shall be made according to the following schedule:

<u>Effective Date of Retirement</u>	<u>Total Payment</u>	<u>Maximum Payment Per Year</u>
Before 64	1 and 1/2 times Annual Salary Placement (ASP)	1/2 times ASP
Age 64	1 times ASP	1/2 times ASP
Age 65 and beyond	1/2 times ASP	1/2 times ASP

- a. Payments may be spread over the period of years between the effective date of retirement and age 70.
- b. Upon the death of an employee participating in this option, the employee's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased participant.
- c. Payment under this option shall have no effect on the calculation of retirement benefits.

2. Phased Retirement Option provides for part-time employment following an employee's retirement from his/her full-time appointment. Where an employee's application for this option is approved, he/she shall enter into an agreement with the College in which the employee makes an intentional, intelligent and voluntary waiver of any and all tenured rights and the College agrees to employ the employee on a part-time basis in the future. The payment for part-time employment covered under the agreement will be pro-rata of the annual salary placement. Any part-time employment after the period of the agreement shall be paid at the part-time rate. The period of the agreement for future part-time employment and the amount of part-time employment shall be specified in the agreement between the College and the employee, subject to limitations set out below:

- a. Employees who are participants in TIAA-CREF who wish to receive supplemental retirement benefits pursuant to WAC 131-16-061 may work no more than forty percent (40%) of a full-time assignment, nor more than seventy (70) hours per month, nor more than five (5) months in any fiscal year.
- b. Employees who are participants in TIAA-CREF who are not eligible for supplemental retirement benefits provided by WAC 131-16-061, or who wish to voluntarily, intentionally, and knowingly waive their right to such supplemental retirement benefits, may work no more than seventy-nine percent (79%) of a full-time assignment, unless employment at a level of eighty percent (80%) or more of a full-time assignment is for a period of less than ninety (90) days during a fiscal year.
- c. Employees who are participants in WSTRS may work no more than seventy-five days per academic year; provided that an employee who is a participant in WSTRS may work more than seventy-five (75) days per academic year if the employee makes an intelligent, voluntary and intentional request to do so with

full knowledge that his/her monthly retirement pension benefits will be reduced by one-twentieth (1/20) for each day of service over seventy-five (75) in an academic year; and provided further that employees who are first employed in a position eligible for participation in WSTRS on or after October 1, 1978, may not participate in this option due to RCW 41.32.800.

- d. Employees who are participants in PERS I may work no more than eight-nine (89) hours per month and no more than six (6) months per fiscal year. Employees who participate in PERS II may not participate in this option due to RCW 41.40.690.
 - e. Part-time employment called for by a written agreement made in accordance with this option shall not displace other tenured employees, and tenured employees shall be given full-time assignments prior to providing part-time assignments called for by a written agreement made in accordance with this option; provided that part-time employment called for by a written agreement made in accordance with this option shall be provided prior to the College contracting with part-time employees, unless program requirements or other educational reasons justify such appointments. Should part-time employment called for by a written agreement made in accordance with this option not be available, the College shall not employ the employee for the unneeded services and the agreement between the employee and the College shall be extended and otherwise modified to provide later part-time employment equal to that deferred.
 - f. It is anticipated that the limitations on part-time employment set out above, if complied with, will protect employees from reduction or loss of retirement benefits, other than in the case of supplemental retirement benefits for participants in TIAA-CREF, as noted in section II.C.(2)(b) and (c) above. The College agrees to notify in writing each employee who enters into an agreement with the College under this option that his/her retirement benefits may be impacted by the part-time employment agreed to under this option.
3. Accelerated Work Option provides for an increase in the assignment of an employee during the last year(s) of employment with the College, in return for the planned and anticipated early retirement and relinquishment of tenure rights by the employee. Where an employee's application for this option is granted, the employee and the College will agree to an assignment over and above a full-time assignment agreement to retire and relinquish his/her tenure rights at the end of that period.
- a. All work called for by the overtime (more than full-time) assignment shall be stated in the written agreement and shall be bona fide.
 - b. The payment for the overtime assignment covered under the agreement will be pro-rata of Step One (1) of the salary schedule.

- c. Overtime assignment under this option will not exceed the equivalent of one-half (1/2) load per quarter during the academic year plus a full load in summer quarter.
4. General Provisions applicable to all three options outlined above include the following:
- a. An employee working pursuant to a written agreement made in accordance with one of the three available options shall not be dismissed except for sufficient cause, as provided by Appendix B of the negotiated agreement and the College policy.
 - b. The decision by the College to grant or deny an early retirement option shall not be subject to the grievance procedure contained in any negotiated agreement entered into pursuant to RCW 28.52 or any subsequent legislation.
 - c. Approval of an employee's application for one of the three available options is in the sole discretion of the College and no employee shall have a contractual right, or any other right, to participation in any option.
 - d. Each and every written agreement entered into by an employee and the College, as required by section II.B.(4) above, shall by its terms incorporate by reference all terms of this program as set out herein.
 - e. The Employer and the Federation agree that this Appendix shall be binding on both parties except that if any section or provision is or shall be contrary to law, then such sections or provisions shall not be applicable, performed or enforced, except to the extent permitted by law.

Everett Community College

OFFICE OF THE PRESIDENT

May 29, 1985

This memorandum confirms that the following understandings relative to the new agreement were reached during negotiations:

1. The parties agree to propose to their respective constituencies recommendations for possible changes in the Agreement as follows:

Professional leaves (V. C. g.)	by	11/1/85
Stipends and Community Service (Appendix D)	by	11/1/85
Workload (VI. B.)	by	1/1/86
Evaluation (new Appendix F)	by	4/15/86

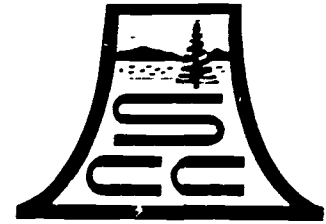
The proposal on evaluation may include Academic Employee Responsibilities (III. E.).

The vehicle for discussion on these issues will be the Contract Administration Committee.

2. The Federation reserves the right to reopen Article VI. C. Salary Placement and Advancement at such time as it requests reopeners on Appendices C and D.
3. Article VI. C. 3 will not be in effect for the 1985-86 academic year unless both parties agree otherwise. As a result, no new increments will be funded for 1985-86 unless mutually agreed otherwise.
4. The Contract Administration Committee will discuss the issue of payroll deductions for tax-sheltered annuities for part-time academic employees.
5. The Contract Administration Committee will determine the implementation of the new language in Article VI. C. 4. a. dealing with equivalent credit.

Ross Senff 6/17/85
For the Federation

[Signature] 6/17/85
For the District



AGREEMENT
BY AND BETWEEN THE
BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NUMBER VII
AND THE
SHORELINE COMMUNITY COLLEGE FEDERATION OF
TEACHERS
LOCAL NUMBER 1950, WFT/AFT/AFL-CIO
EFFECTIVE UNTIL JUNE 30, 1989

JC 870524

SIGNIFICANT DATES

Section A. Calendar

September 1	Documentation due for Professional Activities Credits (Appendix A.II.C.2, Page A-4)
October 1	Notification by College to faculty who are to be retired at the end of the college year (Appendix A.III.H.1.c, Page A-11)
" 15	Appointment Review Committee Meeting for First Year Probationers (Article VI.D, Page 6)
November 1	Call for election of Sabbatical Selection Committee (Article XI.A.3., Page 24)
1-15	Election of Sabbatical Selection Committee by ten (10) college areas (Article XI.A.3., Page 24)
End of Fall	Written progress report on probationers by Appointment Review Committee (Article VI.F.5.a, Page 8)
End of first week of winter quarter	Sabbatical leave applications due to Committee (Article XI.A.4.a and 5.a, Page 25)
February 1	Evaluation of Performance due to probationers (Article VI.F.5.b, Page 8)
" 1	Recommendation of contract renewal or nonrenewal for probationers (Article VI.F.5.c, Page 8)
" 1	Sabbatical Committee makes recommendation to College President (Article XI.A.4.d, Page 25)
May 1	Recommendation of tenure or continued probationer status (Article VI.F.5.d, Page 8)

Section B. Time Limits

1. Grievance must be filed within fifteen (15) calendar days after cognisance.
(Article XIII.B, Page 28)
2. Faculty on leave must notify Employer of intent to return five (5) weeks prior to the start of the leave.
(Article XI.D.4, Page 26)
3. Request for professional activity credits must be submitted prior to the eighth week of the current quarter for activities pursued in the following quarter.
(Appendix A.II.C.1, Page A-4)
4. Extended assignments shall be specified at least one (1) week prior to the first extended day to be worked.
(Appendix A.VI.C, Page A-15)

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AGREEMENT
BY AND BETWEEN THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NUMBER VII
AND THE
SHORELINE COMMUNITY COLLEGE FEDERATION OF TEACHERS
LOCAL NUMBER 1950, AFT/AFL-CIO

This Agreement is by and between the Board of trustees of Community College District Number Seven, hereinafter called the "Employer," and the Shoreline Community College Federation of Teachers, Local #1950, herein after called the "Federation." The term "Employer" used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

ARTICLE I: RECOGNITION

The Employer hereby recognizes the Federation as the exclusive negotiating representative for all Community College District Number Seven academic employees as defined in RCW 28B.52. Excluded from such recognition are all non-academic employees.

ARTICLE II: DUES DEDUCTION

The Employer shall, upon written authorization of each academic employee involved, provide payroll deduction of Federation membership dues, and WFT COPE deductions, if requested, for full-time academic employees and associate academic employees who request such deduction(s) in accordance with applicable payroll procedures and beginning with the payroll period following the request. Such deductions shall be remitted to the authorized Federation representative.

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 academic employee and such authorization has not been rescinded in writing to the Employer.

ARTICLE III: RECOGNITION OF RIGHTS AND FUNCTIONS OF THE FEDERATION AND ACADEMIC EMPLOYEES

SECTION A. Rights of Academic Employees in the Federation

The Employer hereby agrees that every academic employee shall have the right freely to organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Employer agrees that it will not discriminate against any academic employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Federation, his/her participation in any activities of the Federation or collective negotiations with the Employer, or any grievance, complaint, or

proceeding under this Agreement. Nothing in this section shall be construed to diminish the opportunity of the Employer to utilize any legal remedies available.

SECTION B. Meeting Rooms

The Federation and its representatives shall have the right to reasonable use of the institution's facilities for meetings. Charges, if any, shall be made for the Federation's use of facilities in accordance with the applicable Employer-approved rules and regulations in effect at that time.

SECTION C. Federation Business

Duly authorized representatives of the Federation shall be permitted to transact official Federation business on institutional property at all reasonable times provided there is no disruption to the normal operations of the College.

SECTION D. Use of Equipment

The Federation shall have the right to use equipment when such equipment is not otherwise in use for normal operational purposes. Such use shall require the authorization of the appropriate administrator and shall result in no additional cost to the Employer.

SECTION E. Office Space

The Employer agrees to provide the Federation on a yearly basis Room 2207 in the Faculty Offices-Student Services Building for maintaining its files and conducting its business. Appropriate furniture, telephones, file cabinets, and security protection shall be provided by the Employer.

SECTION F. Information

Upon request, the Employer shall make available to the Federation information needed to assist the Federation in performing its representative responsibilities. Such information shall be in the same form as is available to the general public or for internal college use.

SECTION G. Official Federation Representative to the Employer

An officially designated Federation representative or agent shall have the right to appear at all open meetings of the Employer and enter appropriate matters on the agenda in accordance with established bylaws. The Employer Secretary shall transmit to the Federation President a copy of the official agenda, background information, and minutes relating to all such meetings at the same time this material is transmitted to the Employer. Nothing in this section shall preclude the Employer from holding executive sessions in a manner consistent with the Open Meetings Law.

SECTION H. Posting of Federation Notices

The Federation shall have the right to post notices of its activities and matters of Federation concern on bulletin boards, at least one of which shall be provided in each division or other agreed upon subunit. The Federation

shall have the right to use the internal institutional mail service and employee mail boxes for communications to employees, including mass distribution.

SECTION I. List of Employees

Full quarter, the Employer shall furnish the Federation Secretary with the District Directory as soon as possible after its publication. By the fifth week of each quarter, a list of all academic employees not listed in the Directory shall be prepared and furnished to the Federation Secretary denoting the respective administrative unit to which each associate academic employee is assigned.

SECTION J. Copies of Agreement

The employer agrees to provide the Federation with copies of this Agreement for all members of the unit. Distribution of such copies shall be the responsibility of the Federation.

SECTION K. Federation/Employer Meetings

Both parties agree that its representatives shall meet upon request for the purpose of reviewing the administration of this Agreement. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. 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 three (3) representatives at such meetings and that minutes, if any, of such meetings shall be distributed to all participants and to the Employer. 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.

SECTION L. Release Time for Federation President

1. In recognition of the responsibility of the Federation President regarding governance matters, the incumbent in this office will be granted a one-third reduction in teaching load during fall, winter, and spring quarters.
2. The Federation may purchase release time of its members by reimbursing the College (pro rata salary and benefits of the individual(s) being released), provided that a qualified replacement can be found. In no instance shall such release time exceed one-third of a full-time load in any quarter for any individual.

ARTICLE IV: NONDISCRIMINATION

The parties agree that there shall be no discrimination against any academic employee because of race, sex, sexual orientation, age, religion, marital status, living arrangement, color, national origin, physical or sensory handicap, or Federation membership or a lack thereof, except where sex or age is a bona fide occupational qualification.

ARTICLE V: ACADEMIC FREEDOM

SECTION A. PURPOSE

The Employer recognizes the right and responsibility of the academic employee to insist that students be free to learn and academic employees be free to teach broad areas of knowledge, including those which may be considered controversial. Academic freedom implies not only the freedom of discussion in the classroom but also the absence of unusual restriction upon the teacher's method of instruction and testing, provided that these are consistent with the academic employee's assignment.

SECTION B. Implementation of Academic Freedom

Fully aware of their obligations under the laws of the land and under contracts and duly-negotiated agreements with the Employer, academic employees are guaranteed the following freedoms:

1. As citizens of the United States, academic employees are free to exercise all rights of citizenship without institutional censorship, discipline, or other interference.
2. As professional educators, academic employees are free to select the content and methodologies for their courses within the constraints established by their discipline peers, specialized accrediting agencies and State or Federal licensing departments. Instructors shall be free to select textbooks, resource persons, and other educational materials which do not place unreasonable financial burden on either the student or district.
3. As student advisors and confidants, academic employees shall not be required to release information about students other than those grades and official class records required by the appropriate college record-keeping office.
4. The above enumeration shall not be construed to deny or to disparage other rights and freedoms retained by academic employees.

ARTICLE VI: TENURE

SECTION A.

The Federation agrees that the ultimate authority to grant or deny tenure is vested with the Employer subject to the terms of this Article. It is further agreed that any and all decisions relating to the awarding or withholding of tenure or the nonrenewal or renewal of probationary academic employees shall not be subject to the grievance procedure of this Agreement.

SECTION B. PURPOSE

The Board of Trustees of Community College District Number Seven hereby establishes (in accordance with RCW 28B.50.050 through RCW 28B.50.069 as it now exists or hereinafter may be amended), the following rules on faculty tenure the purpose of which are twofold:

1. To protect faculty employment rights and faculty involvement in the establishment and protection of these rights at Shoreline Community College and any other community college hereafter established within Community College District Number Seven; and
2. To define a reasonable and orderly process for the appointment of faculty members to tenure status, or for the nonrenewal of probationary faculty members

SECTION C. Definitions

As used in this agreement the following terms and definitions shall mean:

1. "Appointing Authority" shall mean the Board of Trustees of Community College District Number Seven.
2. "Tenure" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and with due process. (RCW 28B.50.051:1)
3. "Faculty Appointment" shall mean full-time employment as a teacher, counselor, librarian, or other position for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments. Faculty appointment shall also mean department heads, division heads, and administrators to the extent that such department heads, division heads, or administrators have had or do have status as a teacher, counselor, or librarian. (RCW 28B.50.051:2)
4. "Probationary Faculty Appointment" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment. (RCW 28B.50.051:3)
5. "Probationer" shall mean any individual holding a probationary faculty appointment. (RCW 28B.50.051:4)
6. "Administrative Appointment" shall mean employment in a specific administrative position as determined by the appointing authority. (RCW 28B.50.051:5)
7. "Regular College Year" shall mean that period of time extending from the beginning of the fall quarter through the end of the following spring quarter.
8. "President" shall mean the President of Community College District Number Seven, or in the President's absence, the acting president.
9. "College" shall mean Shoreline Community College and any other community college hereafter established in Community College District Number Seven.
10. "Appointment Review Committee" shall mean a committee composed of the probationer's tenured faculty peers, a student representative, and a member of the administrative staff of the College, provided that a majority of the committee shall consist of the probationer's faculty peers. (RCW 28B.50.050:7)

11. "Nonrenewal" shall mean the decision of the Board of Trustees not to renew the appointment of a probationary faculty member for the succeeding academic year.
12. "Department Head" as used in RCW 28B.50.069 shall mean Division Chairman or Chairwoman, the Director of the Library/Media Center, and the Director of Counseling for the purposes of this policy.
13. "Full-time" shall mean an individual assigned a full load for the entire regular college year.
14. "A Faculty Peer" shall mean an individual holding a faculty appointment.

SECTION D. Appointment Review Committee: Purpose of the Committee and Selection of Membership

Each probationer shall have a five-member Appointment Review Committee assigned to him/her by October 15 of the first of year of his/her appointment, or in the case of probationers appointed at some time other than the beginning of fall quarter, within six (6) weeks of the date of the appointment. Appointment Review Committees shall serve as standing committees until such time as the probationer is either granted tenure or his/her employment in a probationary faculty appointment is terminated.

1. The divisional or administrative unit tenured faculty shall submit a list of three or more nominees who shall be tenured faculty to serve on the Appointment Review Committee. The teaching faculty and faculty department heads acting in a body shall then vote to select two such nominees as members of the Appointment Review Committee.
2. The probationer may submit to the divisional or administrative unit faculty a list of two or more nominees who shall be tenured faculty to serve on the Appointment Review Committee. The teaching faculty and faculty department heads acting in a body shall then vote to select one such nominee as a member of the Appointment Review Committee; provided that, in the event the probationer does not submit nominations, the teaching faculty and faculty department heads acting in a body shall then vote to select a third Appointment Review Committee member.
3. The administrative representative on the committee shall be appointed by the College President.
4. The full-time student member on each Appointment Review Committee shall be appointed by the Student Body President with ratification by the Student Legislature.
5. If a vacancy occurs upon any Appointment Review Committee, a replacement shall be appointed by the Student Body President in the case of a vacancy in the student position on the committee or by the College President in the case of a vacancy in the administrative position on the committee. In the case of a faculty vacancy on the committee, the provisions of Article VI, Section D.1. or D.2. shall be repeated.

6. Insofar as possible, at least one member of the committee should be in the probationer's academic discipline or field of specialization.

SECTION E. Appointment Review Committee: Duties and Responsibilities

The general duty and responsibility of the Appointment Review Committee shall be to:

1. Evaluate the probationer
2. Advise him/her of his/her strengths and weaknesses
3. Develop with him/her programs to overcome his/her deficiencies.

The evaluation process shall place primary importance upon the probationer's effectiveness in his/her appointment. In accordance with the procedures in Section F, the Appointment Review Committee shall be responsible for making a recommendation as to whether the probationer shall be granted nonrenewal of his/her probationary status.

SECTION F. Appointment Review Committee: Operating Procedures

1. The first meeting of an Appointment Review Committee shall be upon the call of the Executive Vice President of the College. A chairperson shall be elected by the committee at its first meeting.
2. All meetings of an Appointment Review Committee after the first shall take place upon the call of the chairperson. Appointment Review Committees may meet with or without the probationer. The committee shall determine whether the probationer's presence is necessary or advisable; in any event, the committee shall meet with the probationer at least once a month during the first two years and at least quarterly thereafter.
3. The evaluative process employed by each Appointment Review Committee shall include the stipulations outlined below:
 - a. The first order of business for each Appointment Review Committee shall be to establish, in consultation with the probationer, the procedures it will follow in evaluating the performance and professional competence of the probationer assigned thereto.
 - b. Criteria to be used in the evaluation shall be limited to faculty-staff relationships, instructional and/or guidance skills, general college service, and knowledge of subject matter.
 - c. Evaluation shall be based partly on first-hand observations of the probationer's performance in his/her position. The evaluation process shall also include a self-evaluation by the probationer, an evaluation by his/her discipline peer group, an evaluation by the probationer's students, and an evaluation by the probationer's immediate administrator.

- d. In those areas such as the library and the counseling center wherein classroom visits and/or student evaluation might be unreasonable, irrelevant or unproductive, the Appointment Review Committee shall be free to devise and employ evaluative techniques and procedures which they deem more appropriate.
 - e. All evaluative judgments shall be written in narrative report form.
4. When deficiencies in the performance of a probationer have been noted by an Appointment Review Committee the following steps should be taken by the committee:
 - a. Areas of deficiency should be put in writing and discussed at a conference with the probationer as soon as these deficiencies are recognized.
 - b. The Appointment Review Committee should develop with the probationer a written program to improve these deficient areas.
 - c. Frequent conferences (at least once a month) should follow step b. above to help the probationer improve.
 5. Each Appointment Review Committee, as a result of its ongoing evaluation of the probationer, shall periodically advise the probationer, in writing, of his/her progress during the probationary period and receive the probationer's written acknowledgment thereof. The following written reports, at the minimum, shall be rendered to the probationer, the College President, and the appointing authority on or before the times specified herein during each regular college year that such appointee is on probationary status; or, as is also required, within fifteen (15) days of the College President's written request therefor; except that the recommendation for tenure or continued probationary status shall not be required when the committee in an earlier report has recommended nonrenewal:
 - a. A written progress report by the end of fall quarter outlining the probationer's strengths and weaknesses. This report shall also include a list of steps that can be taken by the probationer to improve any such deficiencies.
 - b. A written evaluation of the probationer's performance and progress, including the degree to which the probationer has overcome stated deficiencies, on or before February 1.
 - c. A written recommendation regarding the renewal or nonrenewal of the probationer's contract for the ensuing regular college year, on or before February 1.
 - d. A written recommendation for tenure or continued probationary status by May 1.

SECTION G. Authority of the Board of Trustees

The appointing authority shall provide for the award of faculty tenure following a probationary period not to exceed three (3) consecutive regular college years, excluding summer quarters; provided, that tenure may be awarded at any time as may be determined by the appointing authority after it has given reasonable consideration to the recommendations of the Appointment Review Committee.

SECTION H. Rights and Reasonable Expectations of the Probationer

1. Sufficient rapport should be established between the probationer and his/her Appointment Review Committee so that the purposes of the classroom visits and evaluation sessions are clear.
2. The classroom visits should be arranged with the probationer so that he/she will be prepared for the visit.
3. The probationer should have been acquainted with the evaluative instrument prior to its use.
3. Conferences with the probationer should be scheduled and should cover each category of the evaluation instruments used in the preparation for the conference(s).
5. When a disagreement occurs between the probationer and his/her Appointment Review Committee over any area of evaluation, the probationer may submit a written statement of these disagreements, and shall be entitled to a written response from the committee.
6. If the probationer disagrees with the recommendation of his/her Appointment Review Committee to the Board of Trustees, he/she may request a meeting of the teaching faculty and department heads, in a body, to review and approve or disapprove the committee's recommendation. This request shall be made in writing to the Federation President within five (5) days after the probationer's receipt of the committee's recommendation. The Federation President shall call the meeting within ten (10) days of receipt of such request. Within one (1) week of the meeting, the decision of the teaching faculty and department heads, acting in a body, shall be sent, in writing, to the Board of Trustees for the Board's consideration. This report shall be advisory and shall not be construed to be contrary to or supersede any provision of RCW 28B.50.040 through RCW 28B.50.069.

ARTICLE VII: DISMISSAL OF FACULTY MEMBERS

SECTION A. Preamble

"In the effective college, a dismissal proceeding involving a faculty member on tenure, or one occurring during the term of an appointment, shall be a rare exception, caused by individual human weakness and not by an unhealthy setting. When it does come, however, the College should be prepared for it so that both institutional integrity and individual human rights may be preserved during the process of resolving the trouble. The faculty must be

willing to recommend the dismissal of a colleague when necessary. By the same token, presidents and governing boards must be willing to give full weight to a faculty judgment favorable to a colleague."

(AACP Statement on Procedural Standards
in Faculty Dismissal Procedures)

SECTION B. Faculty Categories Covered

1. Dismissal of tenured faculty and the dismissal of probationary and temporary faculty during the term of their appointment shall be governed by the remaining sections of this Article and Article IX and are not subject to the Grievance Procedure (Article XIII).
2. Dismissals of other faculty members during the terms of their appointments are exempt from the provisions of this Article but subject to the Grievance Procedure. Decisions relating to granting of subsequent employment are vested exclusively with the Employer.

SECTION C. Reasons for Dismissal of a Faculty Member

A full-time faculty member shall not be dismissed from his/her appointment except for sufficient cause, nor shall a faculty member who holds a probationary appointment be dismissed prior to the written term of the appointment except for sufficient cause. Sufficient cause shall mean any of the following:

1. Incompetence in the performance of professional duties
2. Serious neglect of duty
3. Malfeasance
4. Physical or mental incapacity to perform duties as a professional employee
5. Gross misconduct
6. Willful, frequent, and intransigent violation of college rules and regulations
7. Sexual harassment
8. Aiding and abetting or participating in any unlawful:
 - a. Act of violence
 - b. Act resulting in destruction of college property
 - c. Interference with the orderly conduct of the educational process (RCW 28B.50.862).

SECTION D. Procedures Relating to the Dismissal of a Faculty Member

1. Before any official action is taken relating to the dismissal of a tenured faculty member, the faculty member shall receive written notice of the proposed action, including an explanation of the evidence supporting the proposed action, and an opportunity, either in person or in writing, to present reasons why the proposed dismissal should not occur.

2. Before any official action is taken regarding the dismissal of a tenured faculty member, the College President shall provide opportunity to the Federation to inquire into the situation, and to effect an adjustment, if possible. The Federation shall respond within twenty-one (21) calendar days of its receipt of the matter from the College President.
3. Following the expiration of the twenty-one (21) calendar days or upon receipt of the Federation's report, the College President shall determine whether the proceeding against the employee should be undertaken. If the College President decides not to proceed, he/she shall so notify the employee in writing and serve copies of such notice to the division chairperson or other unit administrator and the Federation President (or designee). If he/she decides to proceed, the matter shall be treated in accordance with Article IX.

ARTICLE VIII: REDUCTION IN FORCE

SECTION A. Reduction in Force for Reasons Other Than Those Specified in RCW 28B.50.872

1. Purpose

This section shall govern reduction-in-force, which is deemed to constitute sufficient or adequate cause for termination of probationary faculty employees prior to the written term of their individual appointment or tenured faculty employees. Reduction-in-force shall include, but not be limited to, any of the following grounds:

- a. Lack of funds
- b. Elimination and/or reduction of programs, courses, or services
- c. Decreased enrollment
- d. Overstaffing
- e. Reduction of allotments pursuant to chapter 43.08 RCW as now or hereafter amended
- f. Changes in educational policy and/or goals.

Nothing in this reduction-in-force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

2. Procedures for Determining the Necessity

- a. In the event that the College President determines that such reduction-in-force may be necessary, he/she shall give written notice of the potential reduction-in-force and extent thereof to the recognized academic employee organization. This notice shall be in writing and shall include the reasons upon which the College President's conclusion shall have been based.
- b. Within five (5) days from the date this notice is received, a three (3) member committee of the recognized academic employee organization shall be provided with an opportunity to meet with the

College President regarding the problems arising out of the emergency situation facing the College. Such meeting(s) shall include exchanges of information concerning: (1) the potential need to implement a reduction-in-force, and (2) any alternatives or options which either party feels are reasonably available. Such options may include:

- (1) Examination of the college budget by the administration and academic employee organization for the purpose of identifying potential budget savings
- (2) The transfer of academic employees from one area or division to another in instances wherein an individual has adequate qualifications
- (3) Providing the means by which an academic employee threatened by a potential reduction-in-force can gain additional competencies in those areas considered necessary to the maintenance of quality education at Shoreline Community College. This means would include: sabbatical leave priority, transfer to an administrative or non-teaching position, use of activity supervision as part of the academic load, arrangement of employment schedules, etc.
- (4) In an emergency situation, use of summer quarter and/or night classes as a regular part of the college year to give an employee a full academic load
- (5) Encouragement of non-mandatory early retirements in those instances wherein such retirements would work little or no hardship upon the retiree and would provide a means whereby the College might continue to offer employment to a less senior academic employee threatened by reduction-in-force.

During these discussions the College President shall document his/her findings by supplying data that may be reasonably produced. Such meetings shall conclude within fifteen (15) working days from the date of the first meeting between the College President and the recognized academic employee organization. In the event that the academic employee organization fails to respond to the notice issued by the College President, or upon the conclusion of fifteen (15) working days, the College President shall submit his recommendations to the Board of Trustees.

3. Implementation of Reduction-in Force

When the College President believes that dismissal proceedings must be commenced to meet the emergency, he/she shall select the academic employees to be affected as follows:

- a. The College President shall decide what course offerings and/or support services should be "protected." He/she shall declare the duties associated with these offerings and/or services to be "needed duties" of an academic employee and thus subject to "protected status" in dismissal decisions.

- b. The College President shall then determine the number of academic employees in each layoff unit (specified in Section C below) who will be recommended for dismissal, provided, however, that the "protected status" of courses and services shall be observed.
- c. If a reduction is determined to be necessary within a layoff unit, the order of reduction shall be based on seniority.
- d. Within each affected layoff unit, the College President shall observe the following order of layoff:

First --	Associate academic employees
Second --	Full-time probationary employees in order of least seniority
Third --	Full-time tenured employees in order of least seniority

The above order and/or application of seniority may be interrupted in the event that strict adherence to it would:

- (1) Result in no qualified individual being available to fully perform all duties of a protected course or support service, or
- (2) Cause a regression in the progress of the College toward its affirmative action goals.

4. Designation of Remaining Steps

Before any official action is taken relating to dismissal of a tenured faculty member because of a reduction-in-force, the faculty member shall receive written notice of the proposed action, including an explanation of the evidence supporting the proposed action, and an opportunity, either in person or in writing, to present reasons why the proposed dismissal should not occur. Subsequent steps in the procedure for reduction-in-force are specified in Article IX.

SECTION B. Reduction in Force Under RCW 28B.50.072

1. Purpose

This section shall govern reduction-in-force, which is deemed to constitute sufficient or adequate cause for dismissal/termination of probationary faculty employees prior to the written term of their individual appointment or tenured faculty employees.

Reduction-in-force shall be limited to the following grounds:

State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13, 1 under the following conditions:

- (1) Reduction of allotments by the governor pursuant to RCW 43.88.110(2), or

- (2) Reduction by the legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Nothing in this reduction-in-force policy shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 29B.50.057.

2. Procedures for Determining the Necessity

a. If the number of full-time contracted employees is to be reduced, the College President, with such advice as he/she deems necessary, shall determine in the case of each affected department or program what courses, programs, and services are most necessary to maintain quality education and services. In making decisions on reductions, the College President may consider factors including but not limited to:

- (1) Budget limitations, lack of funds, change in instructional or service programs or courses, or lack of students participating in particular programs, courses, or services
- (2) The enrollment, the trends in enrollment, and their effect upon the department or program
- (3) The present and anticipated service needs of the College and its students and prospective students, including staffing needs
- (4) Information concerning faculty and administrative vacancies occurring through retirement, resignation, and professional and other leaves
- (5) Changes in educational policies and goals
- (6) Other similar relevant considerations.

b. When the Board of Trustees determines that a reduction-in-force is necessary for the reasons set forth in Section B.1. of this Article the College President shall select the affected employees to be reduced in accordance with 1.a. and b. below.

3. Implementation of Reduction-in-Force

- a. The College President shall decide the number of academic employees to be laid off in each layoff unit. If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction shall be based on seniority.
- b. Within each affected layoff unit, the College President shall observe the following order of lay off:

- First -- Associate academic employees
- Second -- Full-time probationary employees in order of least seniority
- Third -- Full-time tenured employees in order of least seniority.

The above order and/or application of seniority may be interrupted in the event that strict adherence to it would:

- (1) Result in no qualified individual being available to fully perform all duties of a protected course or support service, or
- (2) Cause a regression in the progress of the College toward its affirmative action goals.

4. Designation of Remaining Steps

Before any official action is taken relating to the dismissal of a tenured faculty member because of a reduction-in-force, the faculty member shall receive written notice of the proposed action, including an explanation of the evidence supporting the proposed action, and an opportunity, either in person or in writing, to present reasons why the proposed dismissal should not occur. Subsequent steps in the procedure for reduction-in-force are specified in Article IX.

SECTION C. Layoff Units

1. The following layoff units are hereby created:

- a. Business Administration
- b. Humanities
- c. Intra-American Studies
- d. Health Occupations
- e. Science
- f. Social Sciences
- g. Physical Education and Athletics
- h. Library/Media Center
- i. Student Personnel Services

2. A committee consisting of the Executive Vice President, Vice President for Student Services, and Federation President shall assign each academic employee to one of the above layoff units and shall maintain an updated list reflecting new hires and changes in work assignments of any individual academic employee.

Such list shall rank each employee in the appropriate unit in accordance with the seniority procedures defined herein and shall designate whether the individual is an associate, probationary, or tenured academic employee.

3. Disputes regarding layoff unit assignments shall be appealed to the committee and, if not resolved, may be submitted directly to arbitration beginning with step "3" of the Grievance Procedure.

SECTION D. Seniority

Seniority shall be based on the number of years of employment beginning with the date of the signing of the first full-time faculty contract for the most recent period of continuous full-time service for Shoreline Community College (commencing in the year 1964). Such time shall include all authorized leaves of absence consistent with Article XI, Section D.2.

The person with the highest number of qualifying years shall be the most senior; in the case of a tie, seniority shall be determined in the following order:

1. First date of the signature of a letter of intent to accept employment or first date of signature of an Employment Contract
2. First date of application for employment.

Seniority for a faculty member who has assumed an administrative role shall be determined by the procedure set forth above as long as the individual, as part of his/her regular contract, continues to function as a faculty member at no less than one-third regular faculty load for his/her division. In the case of a faculty member who moves to an administrative position without continuing a one-third faculty assignment as part of his/her regular contract, seniority shall remain at the same level as when the faculty member ceased faculty function and moved to an administrative post. If the same member returns from administration to full-time faculty assignment or assumes a one-third faculty load as part of his/her regular contract, seniority shall continue from the seniority level the member had reached when he/she moved to an administrative post.

SECTION E. Rights of Laid Off Academic Employees

Employees who have been dismissed as a result of this reduction-in-force policy shall have the right to be recalled. Recall shall be in reverse order of layoff by layoff unit to an employee position, either a newly created or vacant full-time position, provided the employee is qualified to perform the needed duties of such position. The period of recall shall extend three (3) years after the effective date of lay off. Such employee shall be required to keep the college personnel office informed of any change in address. Upon recall, academic employees shall retain all benefits such as sick leave, tenure, and seniority which had accrued to the date of lay off.

Any dismissed employee who refuses an offer of recall shall be removed from the recall list, and such employee shall no longer be considered eligible for recall.

SECTION F. Special Provisions

1. Upon the request of an academic employee laid off for reasons of this Article, the College President shall write a letter to other institutions of the Northwest stating: (1) the reasons for said layoff, (2) the qualifications of the affected academic employee, and (3) any other pertinent information which may be of assistance in securing another employment position.

2. Except as specifically stated in Section C.3. of this Article, no application of the terms or procedures of this Article shall be subject to the grievance procedure of this Agreement.
3. Upon written mutual consent between the academic employee and the Board of Trustees, appeal rights outlined in Article IX, Section K may be waived in favor of final and binding arbitration.

ARTICLE IX: FORMAL PROCEDURES RELATING TO THE DISMISSAL OF A FACULTY MEMBER

SECTION A. Composition of and Selection of the Dismissal Review Committee

A six (6) member Dismissal Review Committee, created for the express purpose of hearing dismissal and reduction-in-force cases, shall be established no later than October 15 of any academic year (except if this provision is passed after October 15 of any academic year, the Dismissal Review Committee shall be chosen no later than thirty (30) days after passage).

The following procedures shall be employed in the selection of the members and alternate members:

1. The six (6) seats on the committee shall be designated Position 1, Position 2, Position 3, Position 4, Position 5, and Position 6.
2. The administrative appointment shall hold Position 6 and shall be appointed by the College President.
3. The student appointment shall hold Position 5 and shall be appointed by the Student Body President and ratified by the Student Legislature.
4. The four (4) members representing the faculty peers on the Dismissal Review Committee shall be selected by a majority of the teaching faculty and the faculty division heads acting in a body in the following manner:
 - a. Two (2) nominees shall be nominated from the tenured faculty for each position numbered 1 through 4 by a random selection process, developed and administered by the President of the faculty bargaining unit.
 - b. These nominees shall be voted upon by all those who hold a tenured or probationary faculty appointment.
 - c. Those nominees who receive a majority of the vote cast shall be considered elected. The four (4) nominees not selected shall be the alternates and shall be identified as Alternate 1, Alternate 2, Alternate 3, and Alternate 4, determined by descending number of votes received.
 - d. In the case of a vacancy in any of the positions numbered 1 through 4 at any time after the election, the vacancy shall be filled by Alternate 1. Further vacancies shall be filled by Alternate 2, 3, and 4 in that order.

5. The Dismissal Review Committee shall select one of its members to serve as chairperson.
6. In no case shall a member of the committee sit in judgment of his/her own case or the case of his/her spouse.

SECTION B. Notice

After it is determined that dismissal proceedings should be initiated, the College President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected employee, and provide copies to the Dismissal Review Committee. The notice shall include:

1. A statement of the time, place, and nature of the hearing (the hearing must be held on not less than ten (10) days written notice)
2. A statement of the legal authority and jurisdiction under which the hearing is to be held
3. A reference to the particular rules of the College that are involved
4. A short and plain statement of the matters asserted. In the case of a reduction-in-force for the reasons set forth in Article VIII, this shall include a statement of (a) the grounds for reduction-in-force as delineated in Article VIII, Section A.1. or in Article VIII, Section B.1., and (b) the basis for selection of the affected employee. In the case of a reduction-in-force, this shall clearly indicate that the separation is not due to the job performance of the employee and hence is without prejudice to such employee. The notice must also indicate the effective date of separation from service.

The affected employee shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected employee does not request such a hearing from the College President within seven (7) days, the College President shall request a written determination from the employee as to whether he/she wishes to avail himself/herself of the right to a hearing. If the employee fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of an employee not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees.

SECTION C. Procedural Rights of Affected Employees

An affected employee who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Higher Education Administrative Procedure Act, chapter 28B.19 RCW, and shall have the following procedural rights:

1. The right to remove up to three (3) peer members of the Dismissal Review Committee by peremptory challenge prior to the commencement of the hearing proceedings involving dismissal pursuant to Article VII (Dismissal for Cause), and one (1) peer member for proceedings involving dismissal pursuant to Article VIII (Reduction-in-Force) not to exceed four (4) in any single hearing.
2. The right to confront and cross-examine adverse witnesses, provided that when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the witness's statement reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter towards which the testimony of the witness is considered material.
3. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.
4. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.
5. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to chapter 28B.19 RCW.
6. The right to counsel of his/her choosing who may appear and act on his/her behalf at the hearings.
7. The right to have witnesses sworn and testify under oath.

SECTION D. Responsibilities of Dismissal Review Committee

The responsibilities of the committee shall be to:

1. Review the case of the proposed dismissal
2. Attend the hearing and, at the discretion of the hearing officer, call and/or examine any witness(es)
3. Hear testimony from all interested parties, including but not limited to other faculty members and students, and to review any evidence offered by same
4. Arrive at its recommendations, in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, and within seven (7) days in the case of reduction-in-force for reasons set forth in Article VIII, the written recommendations of the Dismissal Review Committee shall be presented to the hearing officer, the College President, the Federation President, the affected faculty member, and the Board of Trustees.

SECTION E. Hearing Officer

1. Appointment

- a. Upon receipt of a request for a hearing from an affected employee, the College President shall notify the Board of Trustees and request that the Board appoint an impartial hearing officer after consultation with the Federation President.
- b. In the case of reduction-in force for reasons set forth in Article VIII, Section B.1., at the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.56.455(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for the purposes hereof; provided, that where there is more than one (1) faculty member affected by the Board of Trustees' reduction-in-force, such faculty members requesting hearing must act collectively in making such request; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the College and the faculty member or faculty members requesting hearing.

2. Duties

It shall be the role of the impartial hearing officer to conduct the hearing in accordance with RCW 28B.19 and any procedural rules adopted by the district. The duties of the hearing officer include:

- a. Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which he/she could not be compelled to divulge in a court of law
- b. Issuing subpoenas
- c. Taking or causing depositions to be taken pursuant to rules promulgated by the institution
- d. Regulating the course of the hearing
- e. Holding conferences for the settlement or simplification of the issues by consent of the parties
- f. Disposing of procedural requests or similar matters
- g. Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings

- h. Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer
- i. Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same
- j. Preparing his/her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but no event longer than thirty (30) days after the conclusion of the formal hearing (or within ten (10) days in the case of reduction-in-force for reasons set forth in Article VIII, Section B.1.) the written recommendation of the hearing officer shall be presented to the College President, the Dismissal Review Committee, the affected employee, and the Board of Trustees.
- k. Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:
 - (1) All pleadings, motions, and rulings
 - (2) All evidence received or considered
 - (3) A statement of any matters officially noticed
 - (4) All questions and offers of proof objections, and ruling thereon
 - (5) His/her proposed findings, conclusions of law, and a recommended decision
 - (6) A copy of the recommendations of the Dismissal Review Committee.
- l. Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance
- m. Assuring that a transcription of the hearing is made, if necessary, and that a copy of the record, or any part thereof, is transcribed and furnished to any party to the hearing upon request and payment of costs
- n. In the case of reduction-in-force for reasons set forth in Article VIII, consolidating individual reduction-in-force hearings into a single hearing. Only one (1) such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein; provided, however, in the case of reduction-in-force for reasons set forth in Article

VIII, A, 1, any individual faculty member may request the hearing officer to determine whether a separate hearing is appropriate.

o. In the case of a reduction-in-force for reasons set forth in Article VIII, Section B.1., the formal hearing (pursuant to RCW 28B.19.120 and conducted by the hearing officer appointed pursuant to Section E.1. of this Article):

- (1) Shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued.
- (2) The only issue to be determined shall be whether under the applicable policies, rules, or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated.
- (3) Any findings, conclusions of law, and recommended decision shall not be subject to further Dismissal Review Committee action.

SECTION F. Final Decision of the Board of Trustees

The case shall be reviewed by the Board of Trustees as follows:

1. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.
2. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
3. The Board may hold such other proceedings as it deems advisable.
4. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions, and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within a reasonable time following the conclusion of its review, notify the charged faculty member, in writing, of its review, notify the charged faculty member, in writing, of its final decision, and the effective date of dismissal.

SECTION G. Time Limits

In computing any time prescribed or allowed by these rules, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

SECTION H. Publicity

Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case by either the faculty member, the Dismissal Review Committee, or administrative officer shall be made until all proceedings and appeals have been completed.

SECTION I. Effective Date of Dismissal

The effective date of a dismissal for sufficient/adequate cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.). In the case of a reduction-in-force for reasons set forth in Article VIII, Section B.1., failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. In the case of a reduction-in-force for reasons set forth in Article VIII, Section B.1., separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

SECTION J. Suspension

Suspension by the College President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified only if immediate harm to the affected employee or others is threatened by his/her continuance. Any such suspension shall be without pay.

SECTION K. Appeal from Board of Trustees Decisions

Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

ARTICLE X: COMPENSATION AND BENEFITS

Compensation and benefits shall be handled in accordance with Appendix A.

ARTICLE XI: LEAVES

SECTION A. Sabbatical Leaves

Sabbatical leaves are available to full-time academic employees in service to the Employer and to the State community college system and are granted by the Employer upon the recommendation of the College President.

1. Conditions and Terms

- a. The number of annual sabbatical leaves shall not exceed four percent (4%) of the total number of full-time faculty, provided that there are enough applicants who meet the conditions established in this Article and further provided the aggregate cost of such leaves during any year, including the cost of replacement personnel, shall

not exceed one hundred fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave.

- b. A full-time academic employee may apply for sabbatical leave after completing at least nine (9) consecutive contracted quarters exclusive of summer quarter at Shoreline Community College. Compensation shall be computed at the rate of up to four percent (4%) of salary per quarter of full-time equivalent service exclusive of summer quarter. Experience at other state-supported community colleges credited upon hiring at Shoreline shall be allowed in the computation of sabbatical compensation. A maximum of eighteen (18) quarters shall be counted, resulting in a maximum compensation of seventy-two percent (72%) of salary, or the maximum amount available under law, if that be less. In the event that four percent (4%) per quarter cannot be realized, each recipient shall receive the same percentage compensation per quarter of service.
- c. Sabbatical leave recipients ordinarily shall not engage in full-time employment during the period of sabbatical leave. Should the recipients propose to do so, he/she must justify such employment in terms of the general spirit of the sabbatical leave program.
- d. Acceptance of a sabbatical leave implies an obligation to return to Shoreline Community College as an academic employee for time equal to the amount of leave. Should a person not return, a refund of the total stipend must be made unless the Employer approves an exception. The Employer shall be obligated to reassign a person returning from his/her sabbatical leave to an academic employee position for which he/she is qualified.
- e. The length of the sabbatical leave shall be no less than one (1) quarter and no more than one (1) academic year (fall, winter, spring quarters).
- f. Other benefits shall accrue to the academic employee while he/she is on sabbatical leave as though he/she were on regular contract.

2. Purpose

The purpose of a sabbatical leave for Shoreline Community College faculty should primarily be to deepen, enrich, and renew the individual for the primary task—teaching. Teaching, of course, involves not only classroom instruction, but also a wide range of related and supportive activities. The sabbatical leave should serve to make the individual more effective in as many of these roles as possible.

3. Sabbatical Selection Committee

The Federation President shall call for the election of a Sabbatical Selection Committee no later than November 1 of each year. Elections shall take place between November 1 and November 15 in each of ten (10) areas. Each area shall elect one (1) representative committee member and

one (1) alternate. Committee members shall represent humanities, social sciences, math-science, health occupations, business administration, physical education, counseling, the library/media center, Intra-American studies, and vocational-technical areas.

The Federation President shall convene the committee. The committee shall elect its chairperson and alternate chairperson during the first meeting.

4. Committee/Presidential Procedures

- a. The committee shall call for written applications from eligible faculty to be received by the end of the first week of winter quarter.
- b. The committee shall conduct personal interviews with each applicant.
- c. The committee in selecting sabbatical candidates shall base its decisions exclusively upon the criteria given in subsection "6" below.
- d. The committee shall recommend to the College President its candidates no later than February 1.
- e. The College President shall submit the candidates to the Employer as soon after February 1 as practicable.

5. Applicant Procedures

- a. An applicant for sabbatical leave shall obtain a sabbatical leave application form and submit it to the chairperson or the Sabbatical Leave Committee by the end of the first week of winter quarter of the academic year preceding the proposed leave.
- b. The applicant shall be available for a personal interview with the committee.
- c. The applicant shall notify the committee chairperson of any significant change of plans should such a change occur during the selection process or subsequent to it.

6. Criteria for Selection

- a. The Sabbatical Selection Committee shall use three (3) criteria for selection of faculty to receive sabbaticals. These are the merit of the sabbatical project, the applicant's current and previous contributions to the college community, and whether or not the applicant has had a previous sabbatical. In instances where these criteria are equal, seniority shall be the determining factor.
- b. The committee shall judge written sabbatical proposals along with oral interviews for merit of content.

SECTION B. Personal Leave

1. Personal leave may be used for illness, injury, bereavement, disability because of childbirth, home demands because of recent paternity, or other emergencies defined as sudden, unforeseen situations temporarily interfering with the employee's ability to execute professional duties.

Upon receiving a written leave request, the division chairperson shall notify the employee of approval or disapproval within forty-eight (48) hours. Request for emergency leave can be filed after the emergency.

2. Personal leave can also be used for reasons of a personal nature; however, such leave shall not be used for holiday or recreational purposes or for gainful employment or self-employment. The division or unit head must be notified at least one day in advance of the leave. Reasonable attempts to arrange class coverage shall be expected. No more than one such personal leave day may be taken per academic quarter.
3. Disability leave because of childbirth shall be granted upon the advice of the attending physician. Four (4) days for paternity leave because of childbirth shall be allowed. Upon the advice of the attending physician additional leave shall be allowed.
4. Academic employees shall submit an Employee Report of Leave form under this section to their division chairperson or other appropriate administrator.

SECTION C. Professional and Other Leaves of Absence

Professional and leaves of absence other than those mentioned in Section B above may be approved with or without pay by the College President or his/her designee. Requests for such leaves should include the dates and times the academic employee wishes to be absent, and the necessary arrangements which would be made to cover the period of absence. Leaves without pay shall result in a reduction of 1/172 of the annual contract for each day of leave.

SECTION D. Leave of Absence Without Pay

1. Upon recommendation of the College President, a leave of absence may be granted by the Employer to any full-time academic employee.
2. The Employer shall be obligated to re-employ to a professional position for which he/she is qualified an academic employee who has been on approved leave of absence. Seniority and other benefits shall continue to accrue to an academic employee on leave to study, to travel if that travel is related to the employee's teaching area, to gain occupational experience appropriate to his/her discipline, or for special assignments which will be of benefit to the College. Seniority and other benefits shall not continue to accrue to an academic employee on leave for reasons other than those specifically stated above. Five (5) weeks prior to the end of the leave, the individual academic employee on leave must notify the Employer of his/her intent to return. That date must be included in the leave agreement.

3. A leave of absence may be for such purposes as the following: (a) study, (b) travel, (c) illness, (d) maternity, (e) special assignments, and (f) participation in leadership of professional or labor organizations, (g) military service, (h) government service, (i) occupational experience appropriate to the assignment of the recipient or to his/her discipline.
4. No academic employee shall receive a leave of absence for more than six (6) consecutive quarters excluding summer quarter except in the case of military leave which will be handled in accordance with applicable state statute.

ARTICLE XII: COLLEGE GOVERNANCE

It is agreed that a system of governance shall be maintained through the utilization of a college cabinet, which shall promulgate its own rules and regulations and provide equal representation from students, Federation, classified staff and administration.

ARTICLE XIII: GRIEVANCE PROCEDURE

SECTION A.

A grievance is hereby defined as a complaint or claim against the Employer by an academic employee(s) or the Federation, arising out of the interpretation or the application of or any alleged violation by the Employer of the terms of this Agreement. Such grievances shall be handled in the following manner:

1. Step One: The grievant and his/her Federation representative, if requested by the grievant, shall orally present the alleged grievance to the immediate administrative supervisor. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the grievant and the Federation representative, if involved, and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and the remedy sought. The immediate administrative supervisor shall be given the written grievance and he/she shall note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Federation representative. The immediate administrative supervisor shall answer the grievance in writing within five (5) calendar days thereafter and shall concurrently send a copy of the answer to the Federation.
2. Step Two: If no settlement is reached at Step One, the written grievance shall be submitted to the College President or his/her designated representative, provided it is filed with the College President or his/her designated representative, provided not more than seven (7) calendar days after it is answered in Step One. Representative(s) of the Federation shall be present at any meeting called to consider the grievance at this Step. The College President or his/her designated representative shall send his/her written answer to the grievant and to the Federation within seven (7) calendar days of the Step Two meeting.

3. Step Three: If no settlement is reached at Step Two, the Federation may at its sole discretion within thirty (30) calendar days after the date of the Step Two answer, request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined.

SECTION B.

With respect to Section A of this Article, the following time limits are established. Any grievance not presented to the Employer in writing as provided in Step One of Section A above within fifteen (15) calendar days after the aggrieved's cognizance of the facts on which the grievance is based, shall be waived for all purposes. In addition, if any other steps or actions provided for in Section A of this Article are not taken by the grievant or the Federation, or appeals therein provided are not taken or filed by the grievant or the Federation, or notices not given by the grievant or the Federation within the time limits therein specified, then the grievance shall be deemed finally closed and settled on the basis of the Employer's last answer unless both parties mutually agree to extend time limits. In any case where the Employer fails to meet time limits, the grievance may be filed at the next step unless the parties mutually agree to extend time limits.

SECTION C.

With respect to Sections A and B of this Article, the term calendar day shall exclude three days which fall between the end of finals week of a quarter and the beginning of the next quarter (including summer quarter).

SECTION D.

Matters subject to arbitration shall be referred to the American Arbitration Association under Voluntary Rules except for the selection of an arbitrator who shall be chosen by alternate striking from a list of nine (9) provided by the American Arbitration Association. The first party to strike shall be determined by the flip of a coin.

Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

SECTION E.

Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration; and

2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator; such jurisdiction shall not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom law of the industry; and
3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement; and
4. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and
5. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and
6. The rendition of a decision or award within thirty (30) days of the date of presentation of written briefs by the parties unless waived by the parties; and
7. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.
8. No arbitrator shall have the authority to resend an issue back to the parties for negotiations.

SECTION F.

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Federation. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Federation, and the academic employee(s) affected, consistent with the terms of this Agreement.

ARTICLE XIV: SAVINGS CLAUSE

SECTION A

It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to any existing or future law, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

SECTION B

This agreement shall be subject to subsequent modification by the legislature.

ARTICLE XV: RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement shall be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

ARTICLE XVI: PRIOR PRACTICES

Any practices and conditions not specified in this Agreement which have existed for at least two (2) years shall remain in effect for the duration of this Agreement.

Such practices may be changed or eliminated by the Employer if it can establish that it has, through the exercise of managerial discretion, changed or eliminated the basis for the existence of the prior practice or condition and that a reasonable causal relationship exists between the change in the basis for the prior practice itself. It is further agreed that in the event such action is challenged through the grievance procedure, the burden of proof shall rest with the Employer.

ARTICLE XVII: EVALUATION

All annually contracted faculty shall be evaluated in accordance with the Faculty Evaluation Document. Changes to the Faculty Evaluation Document shall be adopted in accordance with Article III, Section K.

ARTICLE XVIII: PERSONNEL FILES

SECTION A.

1. The Personnel Office of the College shall maintain an official personnel file(s) for each faculty member. Each administrative unit shall maintain an official file for each faculty member employed through that unit.
2. These personnel files shall be accessible during normal business hours to the faculty member, his/her authorized representative, the official bargaining representative for representational matters, appropriate administrative unit head, College President, appropriate vice-president, and Personnel Office staff. Other individuals shall not have access without specific authorization from the Director of Personnel, or the appropriate administrative unit head.

SECTION B.

1. The Personnel Office file(s) may contain the following types of information:
 - a. The job application materials submitted by the employee;
 - b. Transcripts and documentation of academic coursework, licensure, certification, etc.;
 - c. Records of all professional development activities submitted for PAC (salary schedule) credit subsequent to hiring;
 - d. Records and documents required to support the personnel/payroll system;
 - e. Records and findings developed pursuant to the steps outlined in Article VI (Tenure), Article VII (Dismissal of Faculty Members), Article VIII (Reduction in Force), Article XIII (Grievance), and Article XVII (Evaluation) of the negotiated Agreement;
 - f. Documentation of employment history at Shoreline Community College (contract, assignment, FTE, salary, extended days, sabbatical, leave of absence, tenure award, leave records, etc.);
 - g. Correspondence with or on behalf of the employee (appointment letters, TIAA-CREF age 50 election, letters of understanding re stipends, etc.);
 - h. Information submitted by the faculty member for inclusion in the file;
 - i. Information forwarded by the administrative unit head pursuant to the provisions of Section C.2. below.

SECTION C

1. The administrative unit file may contain the following types of information:
 - a. Records, transcripts, etc., which attest to the preparation, competence, and professional achievements of the faculty member;
 - b. Records of teaching assignments and other assignments allocated to the faculty member by the unit administrator;
 - c. Those materials generated by the Faculty Evaluation System;
 - d. Records of commendations, promotions, and honors;
 - e. Information submitted by the faculty member for inclusion in the file;

- f. Such other correspondence or records as may be required to support day-to-day administrative matters regarding the faculty member;
- g. Written and signed documents (dated upon receipt or genesis by the administrator) concerning a faculty member's performance, supporting information developed in investigation of complaints, or recording attempts to counsel the faculty member and establish a program of activities to correct shortcomings; provided that:
 - 1) Inclusion of the above mentioned items (C.1.g) shall include the evidence that the faculty member was shown a copy of the material(s), was informed that the material(s) had been placed in the file, and was notified of the right to provide an explanatory statement which would remain appended to the document(s) in the file;
 - 2) Evidence of meeting the conditions of section C.1.g.1 will normally be accomplished by the faculty member's signature and date on the document. A faculty member's refusal to sign shall be documented on the material(s) with a copy provided to the faculty member. Such refusal shall not delay the placement of material in the official file.
 - 3) Material covered under this subsection (g) shall be placed in the file within ninety (90) calendar days of its receipt or genesis by the administrator. If material is not placed in the file within fourteen (14) calendar days of its date, the faculty member shall be notified that the material is being held and shall have the right to view and copy the material. Failure to provide such notification and access shall prevent the material from being placed in any official file.
2. At the discretion of the administrative unit head, and with notification to the faculty member, copies of all or any portion of the administrative unit file materials may be forwarded to the Personnel Office file, provided the conditions of Section C.1.g.1), 2), and 3) have been met for written complaints/concerns about the faculty member's performance.

SECTION D

These procedural guidelines covering official personnel files maintained by the Personnel Office and the faculty member's administrative unit shall not be construed to signify that other administrative offices cannot maintain the documentation necessary to carry out their specific functions.

ARTICLE XIX: UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The Employer and the Federation agree that the public interest requires efficient and uninterrupted performance of all District services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Federation shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with district functions by academic employees under this Agreement and should same occur, the Federation agrees to take appropriate steps to end such interference. Any concerted action by academic employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

ARTICLE XX: SCOPE OF AGREEMENT

SECTION A

This Agreement constitutes the negotiated agreement between the Employer and the Federation and supersedes any previous agreements or understandings, whether oral or written, between the parties.

SECTION B.

Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

SECTION C.

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. Therefore, except as specifically stated in Articles XIV and XXI, the Employer and the Federation for the duration of this Agreement each voluntarily and unqualifiedly agrees 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 otherwise.

SECTION D.

All commitments regarding compensation and economic fringe benefits required by this Agreement including Appendix A are contingent upon legislative authorization and funding. Local Funds may be utilized for such purposes if not forbidden by the legislature and mutually agreed upon by the parties.

ARTICLE XXI: DURATION

SECTION A.

This Agreement shall remain in full force and effect from the date of its execution until June 30, 1989.

**APPENDIX A
COMPENSATION**

ARTICLE I. SALARY SCHEDULES EFFECTIVE SEPTEMBER 1, 1986

SECTION A. - ANNUALLY CONTRACTED ACADEMIC EMPLOYEES

	A (BA-254)	B (255-284)	C (285-314)	D (315-344)	E (345-)
0	14,850	15,840	16,830	17,820	18,810
1	15,345	16,335	17,325	18,315	19,305
2	15,840	16,830	17,820	18,810	19,800
3	16,335	17,325	18,315	19,305	20,295
4	16,830	17,820	18,810	19,800	20,790
5	17,325	18,315	19,305	20,295	21,285
6	17,820	18,810	19,800	20,790	21,780
7	18,315	19,305	20,295	21,285	22,275
8	18,810	19,800	20,790	21,780	22,770
9	19,305	20,295	21,285	22,275	23,265
10	19,800	20,790	21,780	22,770	23,760
11	20,792	21,285	22,275	23,265	24,255
12		21,700	22,770	23,760	24,750
13		22,821	23,265	24,255	25,245
14			23,760	24,750	25,740
15			24,849	25,245	26,235
16				25,740	26,730
17				27,901	28,225
18					28,720
19					29,700
20					30,195
21					31,442

APPENDIX A - SALARY SCHEDULES

1996-97

Effective September 1, 1996, annually contracted academic employees will be placed on the grid according to the control list of Article II, Section D below. The Federation agrees to indemnify the Employer and hold it harmless against any claims alleging that the implementation of this section is contrary to applicable statute.

SECTION B. Associate Faculty

Effective September 1, 1996, the quarterly base salary for associate faculty is found on this grid.

	A	B
0	4742	5089
1	4900	5259

Columns A and B are for different educational qualifications. Column B is for Master's degree or equivalent and Column A is for less than a Master's degree.

Rows 0 and 1 are for increasing quarters of Shoreline teaching experience. Row 0 is for the first three quarters of teaching at Shoreline Community College; Row 1 is for the fourth quarter and subsequent quarters of teaching at Shoreline.

SECTION C. Placement

1. Annually contracted academic employees returning to the District for the academic years during the period of this Agreement shall be placed upon the salary schedule in accordance with a control list agreed to by the parties (a double vertical step shall be granted in instances where past relevant experience or service has not been recognized). (See Article II)
2. At the time a recommended appointee is invited to appear for determination of salary placement, the Federation President shall be notified in recognition of the right to accompany appointees who desire such representation at the salary placement interview. With the agreement of the recommended appointee, the Federation representative shall be given access to the transcript and application materials.
3. Newly hired academic employees shall be placed upon the appropriate lane as follows (only degrees and credits earned at accredited institutions are recognized):

Lane A - Bachelor's, Master's or 5-Year Vocational Certificate

Lane B - 255 Credits including Master's or 5-Year Vocational Certificate, or equivalent

APPENDIX A - SALARY SCHEDULES

- Lane C - 285 Credits including Master's or 5-Year Vocational Certificate, or equivalent
- Lane D - 315 Credits including Master's or 5-Year Vocational Certificate, or equivalent
- Lane E - 345 Credits/Doctorate

(For purposes of initial placement any academic employee may be placed at a higher level in instances where the College President determines such exceptions to be in the best interests of the District.)

Credit for past experience may be granted as follows:

- a. One step may be awarded for each year of full-time college teaching experience.
- b. One step may be awarded for each year of full-time non-college teaching experience which directly relates to the Shoreline Community College assignment.
- c. One step may be awarded for each year of full-time vocational work experience which directly relates to the Shoreline Community College assignment.
- d. In evaluating part-time college teaching experience, including teaching assistant experience, thirty-five (35) quarter credit hours shall be used as the basis for determining annual full-time teaching equivalency.

ARTICLE II. PROFESSIONAL ACTIVITY CREDITS

SECTION A.

The Federation shall establish whatever procedures it deems necessary to define professional activity credits, and to set the criteria that will be utilized in granting such credits. These definitions and criteria shall be put into writing and a current copy kept in the District President's Office.

Such criteria shall be consistent with the following:

1. Activities must be related to the actual or potential assignments of the academic employee.
2. Activities must be beyond the normal contractual duties of the academic employee.
3. Activities related directly or indirectly to Federation business shall not qualify.
4. All activities must be approved in advance consistent with Section C below.

Agreement Between
The Board of Trustees
of Community College District VIII
and
The Bellevue Community College
Association of Higher Education

June 22, 1987 - August 31, 1989

870524

PREAMBLE

This agreement is entered into this 22nd day of June, 1987, by and between the Board of Trustees of Community College District VIII, hereinafter called the "Board" and the Bellevue Community College Association of Higher Education, hereinafter called the "Association." Whereas, the Board and the Association have reached agreements which are confirmed in this common pact, therefore, let it be agreed as follows:

The Board and the Association recognize and agree that providing quality education and maintaining high standards of academic excellence for the students and in all facets of the Bellevue Community College Program are mutual goals dependent primarily upon the quality and morale of the professional staff and, whereas the members of the faculty are particularly qualified to assist in formulating policies and to determine educational programs, and whereas the Board has the obligation pursuant to RCW 28B.52 to bargain with the Association as the duly recognized representative of all academic employees at Bellevue Community College with respect to, but not limited to, curriculum, textbook selection, in-service training, student teaching programs, personnel hiring and assignment practices, leaves of absence, salaries and salary schedules and non-instructional duties.

ARTICLE I - DEFINITIONS

- A. ACADEMIC YEAR**
The Fall, Winter, and Spring quarters plus non-instructional contracted days as defined herein.
- B. ADMINISTRATOR**
Any person employed either full or part time by the Community College District and who performs administrative functions for at least fifty percent or more of her/his assignments, and has responsibilities to hire, dismiss, or discipline other employees.
- C. APPOINTING AUTHORITY**
The Board of Trustees of Bellevue Community College or its lawfully delegated designee(s).
- D. ASSOCIATION**
The Bellevue Community College Association of Higher Education.
- E. BARGAINING**
The performance of the mutual obligation of the representatives of the Board and the Association to meet at reasonable times to bargain in good faith with respect to wages, hours and other terms and conditions of employment and to execute a written agreement incorporating agreements reached if requested by either party.
- F. BARGAINING UNIT**
Full-time and part-time faculty members. Administrators and all other employees of the District are excluded.
- G. BOARD**
The Board of Trustees of Community College District VIII or its lawfully delegated representatives. Such definition shall also apply to the terms EMPLOYER and DISTRICT.
- H. COLLEGE**
Bellevue Community College.
- I. COLLEGE PRESIDENT**
The President of Bellevue Community College
- J. DAY**
Unless otherwise specified, "Days," as used in the Agreement shall mean contractual days (normally Monday through Friday)
- K. DISTRICT**
Community College District VIII.
- L. EFFECTIVE DATE OF RETIREMENT**
First (1st) day of the month following a faculty member's last contracted day of work as a tenured faculty member.
- M. FACULTY**
Any person employed by the District as an instructor, counselor, librarian, program or department chairperson or in any other position for which the training, experience or responsibilities are comparable as determined by the appointing authority.
- N. FACULTY CATEGORIES**
- 1. FULL-TIME FACULTY**
A faculty member who performs a full load as defined herein for an academic year and is contracted on an annual basis in one of the following categories:
 - a. TENURED**
Full-time annually contracted faculty who are appointed for an indefinite period of time and whose appointment may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington and this Agreement.
 - b. PROBATIONARY**
Full-time annually contracted faculty who are appointed for a designated period of time and whose appointment may be terminated without cause upon expiration of the probationer's term of employment, but may not be terminated without cause prior to the expiration of the terms of employment as defined by the laws of the state of Washington and this Agreement.
 - c. TEMPORARY**
Full-time faculty members whose appointment is funded by special purpose monies and who are not eligible for tenure under the laws of the state of Washington. Such temporary appointments may be made only in cases of sabbatical leave, leave of absence, or emergency and/or unscheduled vacating of a faculty position for such reasons as resignation, retirement, disability or death where the normal and usual hiring process (Article X, Sections I and II) is not feasible. In all such cases, the Board or its designees shall consult with the Association concerning the appropriateness and emergency nature of each appointment prior to any hiring decision. A copy of any contracts issued following such consultation shall be forwarded to the Association.

2. PART-TIME FACULTY

a. PART-TIME

A faculty member whose appointment is for a specified period of time and does not meet the full load requirements for an academic year as defined herein. Returning part-time faculty members who are fractionally annually contracted shall suffer no loss in pay, benefits, or other conditions of employment from what previously existed.

b. AFFILIATED FACULTY - ELIGIBILITY

Part-time faculty members and former tenured faculty members shall be eligible to become Affiliated faculty upon:

1. Completion of fifteen (15) or more credits/year for five (5) consecutive years or equivalent for non-teaching faculty. Equivalency shall be understood to be 162 annual contract hours (e.g., counseling, library, program coordination).
2. And, recommendation of the faculty member's program chair and approval of the OUA.

Affiliated faculty will be given first priority to teach those courses which they are qualified to teach and for which full-time faculty are not available or qualified to teach. It shall be the responsibility of the OUAs to annually identify in writing to the Dean of Instruction those part-time faculty who qualify for preferential employment and to then make the selection of part-time faculty in accordance with 2.b above. In determining eligibility for affiliated status, presently employed part-time faculty will be given credit for courses taught at Bellevue Community College prior to the effective date of this Agreement.

c. COMMUNITY SERVICE

Faculty members who instruct courses delineated as Community Services as approved by the State Board for Community College Education and whose compensation is governed by WAC 131-28-025 (3).

O. INDIVIDUAL CONTRACT

The signed Contract between Community College District VIII and a faculty member which states salary or wages, dates of employment, and conditions of employment, all of which shall be consistent with this Agreement.

P. ORGANIZATIONAL UNIT

Instructional Divisions, Human Development Center, and Library Media.

Q. OUA - ORGANIZATIONAL UNIT ADMINISTRATOR

R. RETIREMENT SYSTEM

The retirement system in which a faculty member participates includes:

1. "WSTRS I AND II," the Washington State Teachers' Retirement System established by RCW 4132 and as amended
2. "TIAA-CREF," the Teachers' Insurance Annuity Association and the College Retirement Equity Fund established by RCW 28B.10.400 and WAC 131-16.
3. PERS. Public Employees Retirement System I or II established by RCW 4140 as amended.

ARTICLE II - BOARD RECOGNITION

SECTION I - EXCLUSIVE RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for all faculty members included in the Bargaining Unit.

SECTION II - ADMINISTRATIVE DUTIES

No administrative duties shall be added to any position within the Bargaining Unit which has the effect of removing such position from the Bargaining Unit without mutual agreement with the Association.

ARTICLE III - BARGAINING PROCEDURES

SECTION I - BARGAINING

The parties agree to enter into bargaining in accordance with RCW 28B.52 consistent with the terms of this Agreement. Any agreement so bargained shall be reduced to writing and shall be presented to the Board and the Bargaining Unit for their ratification. No such agreement shall be bargained with any employee organization other than the recognized Bargaining Unit for the duration of this Agreement.

A. EXCHANGE OF INFORMATION

The Board agrees to furnish the Association reasonable information needed for developing intelligent, feasible, and constructive proposals on behalf of the faculty.

B. BARGAINING TEAMS

A chief negotiator shall be appointed by each party and she/he shall be the principal spokesperson of her/his constituents in formal bargaining sessions.

C. MEETINGS

1. SCHEDULING

1. The Chief Negotiator of either party may request a meeting of the two teams at any time subject to the mutual convenience of a majority of members of both sides.

2. LOCATION

Meetings will be held at a location which is mutually satisfactory.

3. CAUCUSES

The Chief Negotiator of either party may declare a caucus at any time to all her/his team to discuss matters related to the meeting. Both sides are encouraged to keep caucuses brief.

4. TERMINATION OF MEETINGS

Either Chief Negotiator may terminate any meeting at any time.

5. CANCELLATION OF MEETINGS

Under unusual circumstances, it may be necessary to cancel scheduled meetings. In such cases the Chief Negotiators shall be responsible for notifying their respective teams. Cancellation of meetings should be kept to a minimum.

SECTION II - COMMUNICATIONS

A. MASTER FILE

The President's Office shall be responsible for maintaining a master file of all communications relevant to bargaining. It shall also include notations of definitions, points of clarification, and understandings reached.

B. TRANSMITTAL OF DOCUMENTS

Only the Chief Negotiators shall transmit inter-team documents and this shall be done either in a formal meeting or per mutual agreement. Members of both teams will receive a copy of all documents.

C. PUBLIC ANNOUNCEMENTS

Neither party shall be restricted in any way regarding public announcements. Each party will use prudent judgment regarding such communications so that progress of the bargaining is not jeopardized.

D. PROPOSALS/COUNTERPROPOSALS

Every proposal advanced by one party shall be done via its Chief Negotiator and must be responded to, either with an acceptance or a request to study the materials, or with a counterproposal, or a rejection by the other Chief Negotiator. Reasonable reading time and study time shall be allowed for team members between submission of proposals and their discussion.

E. ACCEPTANCE OF ITEMS

Any item upon which there is a tentative agreement in bargaining shall be attached to the minutes, initiated by the two Chief Negotiators and shall become part of the master file. Such agreements shall normally become parts of the final Agreement when the Agreement is prepared for ratification. In case editorial/grammatical changes are directed by the teams, the revised copies of the items shall be presented prior to a final draft and shall be initialed by the two Chief Negotiators. Items shall be tentatively agreed upon during bargaining subject to agreement upon the total Agreement.

SECTION III - RATIFICATION PROCEDURE

A. TENTATIVE AGREEMENT

When an agreement has been developed through bargaining, the Chief Negotiator of each party shall indicate her/his tentative acceptance to her/his constituency. When tentative agreement is signed by the Chief Negotiator, she/he is bound to recommend ratification.

B. BOARD RATIFICATION

The bargaining team representing the Board of Trustees shall present the document to the Board for ratification.

C. ASSOCIATION RATIFICATION

The bargaining team representing the Association shall present the document to the Association for ratification.

SECTION IV - MEDIATION

In the event that an agreement cannot be reached, either party may ask for mediation and/or fact finding as provided by RCW 28B.52.060.

ARTICLE IV - STATUS OF THE AGREEMENT

SECTION I - STATUS OF THE AGREEMENT

A. SUPERSEDING

This Agreement constitutes the bargained agreements

between the Employer and the Association and supersedes all previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms.

B. ENTIRE AGREEMENT

The Agreements expressed herein in writing constitute the entire Agreement between the parties.

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 bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated herein, the Employer and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

C. FEDERAL AND STATE LAWS

Nothing contained herein shall be construed to deny or restrict to any faculty member rights and responsibilities she/he may have under the laws of the state of Washington and of the United States or other applicable regulations.

D. AGREEMENT EFFECTIVE

This Agreement shall become effective as executed by authorized representatives of the Board and the Association.

E. AMENDMENT OF AGREEMENT

This agreement shall only be amended by mutual consent of both parties. Such amendments shall be reduced to writing and ratified by the Board and the Association.

F. SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any faculty member, or group of faculty, shall be found contrary to any existing or future law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by such law, but all other provisions of this Agreement shall continue in full force and effect.

G. CHANGES IN CURRENT POLICY

The Board agrees to effect any changes in current policies, rules, or regulations which are in conflict with this Agreement.

SECTION II - CONTRACT COMPLIANCE AND DISTRIBUTION

A. COMPLIANCE OF INDIVIDUAL CONTRACTS

Individual Contracts - All Individual Contracts offered to faculty members by the Board shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

B. DISTRIBUTION OF THE AGREEMENT - (TIME, FORMAT AND AVAILABILITY)

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed. Copies of the Agreement will be presented to all full-time

members of the Bargaining Unit. Part-time faculty will be informed that they may obtain a copy from the Personnel Office upon request. Thirty additional copies shall be provided to the Association. All newly-hired full-time faculty members shall be provided a copy of the Agreement by the Personnel Office upon issuance of their individual contract. A copy of the Agreement shall be available to all applicants for faculty positions for review.

ARTICLE V - RIGHTS OF MANAGEMENT

The Employer has the responsibility and authority to manage and direct on behalf of and is held accountable to the public for all operations and activities of Community College District VIII to the full extent authorized by law. The exercise of these powers, rights, authority, duties and responsibilities by the Employer and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE VI - FACULTY PARTICIPATION IN COLLEGE GOVERNANCE

PREAMBLE

It is recognized by the parties that a governance system which provides for the exercise of the professional judgment and expertise of the faculty is desirable for the successful operation of the College. The Association recognizes the right of the Board to establish or modify the policies, procedures, and organizational structures of the College so long as such establishment or modification does not alter or change the terms and conditions of employment as set forth in this Agreement. It is also recognized that faculty shall have opportunity to participate in the development, and maintenance of the College as an effective organization. Existing policies adopted by the Board related to Instructional, Student Services, and Library Media matters which impact faculty working conditions and which are not covered by this Agreement shall not be terminated or modified without prior consultation with the Association.

SECTION I - MAINTENANCE OF THE GOVERNANCE SYSTEM

A GOVERNANCE

A governance system which allows effective and orderly utilization of faculty professional judgment and expertise shall be maintained at all times during the life of this Agreement. Accordingly, the All-College Council as presently constituted shall be continued during the life of this Agreement unless otherwise agreed by the parties.

Additionally, the Board and Association hereby appoint a task force to explore the feasibility of initiating a faculty senate. The task force shall be comprised of faculty members appointed by the Association President and administrators appointed by the College President. The majority of the task force shall be faculty. Recommendations shall be made to the College President and the Association President by February 1, 1988. Implementation of recommendations shall be predicated upon mutual agreement of the Board and the Association.

B TRANSFERRAL OF PROGRAMS BETWEEN AND WITHIN ORGANIZATIONAL UNITS

A program may be moved from an organizational unit to another organizational unit and within organizational units provided that prior consultation with the Program Chairperson (or in the case of non-instructional areas, all faculty impacted) has been accomplished. Announcements of the proposal shall be distributed to each Organizational Unit in a timely manner to allow potentially impacted faculty to consult.

SECTION II - ENABLING ELEMENTS

It is agreed that administrative structures shall provide for faculty involvement and participation in institutional affairs. Such structures include, but are not limited to, the following:

A. COMMITTEES AND TASK FORCES

Faculty membership on standing committees as existing in accordance with the latest revised FACT Book shall be continued. Additional ad hoc committees or new standing committees or task forces providing faculty participation to accomplish institutional objectives will be established as appropriate. It is further agreed that every effort shall be made to have equitable distribution of committee and task force appointments among faculty.

B. INSTRUCTIONAL PROGRAM CHAIRPERSONS

1 PROGRAM MANAGEMENT FUNDING AND STIPENDS/RELEASE TIME

a. ORGANIZATIONAL UNITS FUND ALLOCATION FACTORS. Program management funds shall be allocated to organizational units on the basis of program units as determined by the following factors (using previous years data): Program management funds expended annually shall not be less than those expended in the 1985-86 academic year.

Factor	Program Unit Value
1 Number of programs located within the organizational unit	1
2 Number of programs that combine two or more disciplines	1
3 Each fifty (50) annualized FTE's or portion thereof enrolled in all programs	1
4 Each full-time faculty or portion thereof	075
5 Each occupational program	1
6. Programs with off campus clinical locations	5
7 Each FTE part-time faculty or portion thereof	1 36

b PROGRAM UNITS Each program unit shall have the following values

- \$135.00 for Organizational Units where 50% or more of the programs are academic (\$139.00 effective 01/01/89)
- \$185.00 for Organizational Units where 50% or more of the programs are vocational (\$191.00 effective 01/01/89)

c. **DECISION PROCESS** Each Organizational Unit shall develop a consensual process for review of the following:

1. **NUMBER OF PROGRAMS** Discipline integrity shall be maintained. Programs may be combined into management units with appropriate rationale
2. **STIPEND/RELEASE TIME ALLOCATIONS** shall be based upon the differing responsibilities of program chairpersons including but not limited to, the following factors:
 - a. Number of full and part-time faculty
 - b. Requirements of faculty (e.g. vocational certification, number of preparations, number of advisees, training in first aid and safety, articulation requirements with four-year institutions, program review, etc.)
 - c. Advisory committee involvement.
 - d. Number of students.
 - e. Number of sections.
 - f. Equipment requirements.
 - g. Number and location of facilities.

d. **RECOMMENDATION**

1. Each Organizational Unit shall present to the Dean of Instruction its recommendations concerning number of program stipends, amount of stipend/release time and the process utilized in generating the recommendation no later than November 1, annually.
2. The Dean of Instruction shall notify each Organizational Unit and the Association of her/his approval/disapproval of the recommendation no later than November 15, annually.

e. **IMPLEMENTATION.**

Approved Organizational Unit recommendations shall be effective September 1, annually.

2. **ELECTION AND APPOINTMENT**

Program Chairpersons are faculty representatives who shall be elected by the full-time faculty from the full-time faculty within a given instructional program. They shall be subsequently appointed to their position by the Organizational Unit Administrator.

3. **TERM OF OFFICE**

The term of office shall be for three (3) years and the Program Chairperson may be reelected and reappointed.

4. **GENERAL RESPONSIBILITY**

Program Chairpersons are faculty members who represent their peers in matters pertaining to the welfare and progress of their programs. It shall be the responsibility of the Program Chairperson to provide a primary interface between faculty and the Organizational Unit Administrator. Such interface shall include advising and submitting recommendations to the administration regarding any program-related matters deemed appropriate by members of the program. They shall seek the aid and counsel of the faculty members they represent in matters pertaining to the program or organizational unit within which the program operates.

C. **FACULTY PARTICIPATION IN THE DEVELOPMENT AND REVIEW OF PROGRAMS**

Appropriate faculty shall be invited to participate in the design, development, implementation, evaluation and review of

programs. The Association shall be consulted in a timely manner regarding all such activities.

ARTICLE VII - ASSOCIATION RIGHTS

SECTION I - CONTRACT ADMINISTRATION AND PRESIDENTIAL CONSULTATION

A. CONTRACT ADMINISTRATION

The college President or her/his designee shall meet with official representatives of the Association for the purpose of interpretation of the language and intent of this Agreement at least monthly or as reasonably necessary as mutually determined. A log of initialed minutes shall be kept by the President's Office and shall include subjects discussed, communications exchanged and disposition of subjects discussed.

B. PRESIDENTIAL CONSULTATION

The college President or her/his designee shall meet with the President of the Association or her/his designee at the request of either party to discuss issues of concern.

SECTION II - RIGHT TO INFORMATION

A. MINUTES, AGENDA AND RELATED STUDY MATERIALS

The Association shall be furnished seven (7) copies of minutes, agenda and related study materials at the same time and in the same form as those furnished the public and the Board.

B. ACCESS TO BOARD MEETINGS

An officially designated Association representative or agent shall have the right to appear at Board of Trustees open meetings and may request to place matters on the agenda in accordance with Board Bylaws.

C. RIGHT TO BOARD POLICIES AND PROCEDURES MANUAL

The Association shall be provided a current copy of the Board of Trustees Policies and Procedures Manual and three (3) copies of the FACT Book and any amendments made thereto.

SECTION III - RIGHT TO FACILITIES

A. MEETING ROOMS

The Association and its duly authorized representatives shall have the right to the reasonable use of the college's facilities for Association business meetings. No charge shall be made for the Association's use of such facilities, provided no special arrangements or services are required to accommodate the Association's requirements.

B. ASSOCIATION BUSINESS

Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times, without interrupting previously scheduled activities.

C. USE OF FACILITIES

The Association shall have the right to the reasonable use of the college's facilities and equipment for Association business, including typewriters, mimeographing machines, other duplicating equipment, calculating equipment, computers, word processors and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. However, the Association will be required to reimburse the college when non-Association employees of the college such as staff personnel are utilized to operate such equipment.

D. POSTING OF ASSOCIATION NOTICES

The Association shall have the exclusive right to post notices of its activities and matters of Association concern on bulletin boards in accordance with applicable campus regulations and shall have the right to use on-campus distribution services and faculty mailboxes for communication to faculty members

E. ASSOCIATION OFFICE

The Board agrees to provide on-campus office facilities for the Association without charge. The Association Office (C221) shall be equipped by the College.

SECTION IV - REPRESENTATION MATERIAL

The Board agrees to furnish the President of the Association all information available to it concerning the faculty staffing and financial resources of the college including but not limited to annual financial reports, registry of faculty (updated quarterly), tentative budgetary requirements and allocations, agenda and minutes of all open meetings, names and position on salary schedules of all faculty members in the Bargaining Unit and such other information as will assist the Association in bargaining and administration of the Agreement.

SECTION V - CONFERENCES AND MEETINGS AND RELEASE TIME

A. Participants in Tenure Review proceedings, official Association conferences or meetings, and Legislative and SBCCE meetings on behalf of the Association shall suffer no loss in pay related to such participation. Whenever possible, advance notice of such meetings shall be provided to the appropriate administrator and every effort shall be made to not disrupt professional work schedules. The total number of aggregate days utilized for such purposes shall not exceed ten (10) in any one year.

B. The President of the College shall make available one-third (1/3) release time for the President of the Association.

SECTION VI - PAYROLL DEDUCTIONS

The Association shall have the right to exclusive payroll deduction of membership dues for faculty, and the Employer shall deduct such dues for each member who authorizes such deduction in writing and shall remit such dues to the authorized Association representative.

ARTICLE VIII - FACULTY RIGHTS**SECTION I - WORKING ENVIRONMENT**

Contingent upon budget and fiscal limitations as determined by the Board of Trustees, facilities and equipment currently made available to faculty members in order that the person's teaching, counseling, coaching, librarian or media specialist function may be best carried out, shall be continued.

SECTION II - FACULTY PROTECTION**A. LEGAL PROTECTION**

1. As provided for in RCW 29B.10.842 whenever any action, claim, demand, suit, criminal proceeding, judgment or proceeding is instituted against a faculty member arising out of the performance or failure of performance of duties for the College, within or without the Bellevue Community College facilities, the Board of Trustees may grant a request by a faculty member that the Attorney General be authorized to defend said action, claim, demand, suit,

criminal proceeding, and the cost of defense of said action shall be paid from the appropriation made for the support of the College.

2. If the Board is unable to reach any decision on the matter, the Attorney General is authorized to grant a request.

3. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim or proceeding shall be paid from the state's Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.170 as now or hereafter amended.

4. The provisions of this section shall not apply unless the Board has made a finding and determination by resolution that the faculty member was acting in good faith.

B. RIGHT TO DUE PROCESS

No faculty member shall be reprimanded, disciplined, or reduced in compensation without just cause. In any event, any charges which are made shall be reduced to writing and made available to the faculty member prior to any meeting. A faculty member shall have the right to have one individual of her/his choice present at any meeting wherein the faculty member believes s/he may be reprimanded, disciplined, or denied rights available under this Agreement. If the faculty member desires to have a witness or counsel present, the interview shall be delayed until said witness is present, but the interview may be rescheduled for a time within five (5) days by the Dean or OUA and it shall be the responsibility of the faculty member to have his/her witness present as long as the interview is rescheduled for a reasonable time and held within five (5) days.

C. NONDISCRIMINATION AND PERSONAL LIFE

There shall be no disciplinary measures taken nor discrimination with respect to the employment of any person because of such person's age, sex, marital status, race, color, creed, national origin, domicile, sexual preference, political activity or lack thereof, or the presence of any sensory, mental or physical handicap, unless based upon bona fide occupation qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular faculty member involved. The private and personal life of any faculty member is not within the appropriate concern or attention of the Board, provided that all contractual obligations and responsibilities are fully performed.

D. SAFETY

Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All faculty shall follow safety rules and procedures as they shall be from time to time promulgated. Faculty shall be given immediate notice of any known or imminent danger to body or property, whether from physical or human origin.

E. RIGHTS OF FACULTY MEMBERS

The Employer shall not interfere with the legal right of faculty members to organize, join and support the Association for whatever purpose in which it may legally engage. The Employer agrees it shall not discriminate against any faculty member with regard to wages, hours and working conditions because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the duly established grievance procedure.

SECTION III - INDUSTRIAL ACCIDENT INSURANCE

Faculty shall be covered under Washington State Industrial Accident Insurance in compliance with applicable laws. Any difference between such coverage and normal compensation shall be covered by accumulated sick leave on request.

SECTION IV - PERSONNEL FILES

- A. It shall be the policy of Bellevue Community College that the Personnel Office shall maintain a single personnel file for each faculty member at Bellevue Community College for the purpose of recording all documents and matters concerning the faculty member's employment and performance while in the service of Bellevue Community College District VIII.
- B. A faculty member may upon written request be permitted to examine her/his file, excepting materials from other colleges and places of employment marked confidential. Only employers' and/or personal references may be considered confidential.
- C. The faculty member shall have the right to answer any material filed and her/his answer shall be attached to the file copy. S/he shall also have the right to examine his/her file in the presence of the the Director of Personnel, and with the concurrence of the Director of Personnel, remove any subject materials preceding the faculty member's date of employment except as noted in item B. above.
- D. No material derogatory to a faculty member's conduct, service, character or personality shall be placed in the file without affording the faculty member an opportunity to read the material; and if s/he desires, s/he may discuss the matter with the Director of Personnel. The faculty member shall acknowledge that s/he has read such material by affixing her/his signature on the actual copy to be filed, with the understanding that such signature merely signifies that s/he has read the material to be filed and does not necessarily indicate agreement with its content.
- E. The faculty member shall be permitted to reproduce any material in her/his file excepting materials from other colleges and places of employment marked confidential as noted in item B.
- F. A copy of the individual faculty member's records from the Sabbatical Leave Committee, Advancement Committee, and Tenure Review Committee shall be forwarded to the Director of Personnel for entry in the official personnel file of the faculty member.

SECTION V - MATERIALS OWNERSHIP PROVISIONS

- A. MATERIALS DEVELOPED WITHOUT DISTRICT TIME OR RESOURCES
The ownership of any materials, processes or inventions developed solely by a faculty member's individual effort and expenses all vest in the faculty member and be copyrighted or patented, if at all, in her/his name.
- B. MATERIALS DEVELOPED WITH DISTRICT RESOURCES
The ownership of materials, processes, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in the College's name.

C. WRITTEN AGREEMENT

In those instances where materials, processes or inventions are produced by a faculty member with college support by way of use of significant personnel time, facilities, or other college resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

SECTION VI - ACADEMIC FREEDOM

- A. Institutions of higher education are conducted for the common good. The common good depends upon a free search for truth and its free expression. Hence, it is essential that the faculty member be free to pursue scholarly inquiry without undue restriction, and to voice and publish conclusions concerning the significance of evidence that the faculty member considers relevant. The faculty member must be free from the corrosive fear that others, inside or outside the College, because their visions may differ, may threaten that faculty member's professional career or the material benefits accruing from it. Therefore, there shall be no restraints which would impair the faculty members' ability to present in this context subject matter related to her/his discipline.
- B. Particular teaching techniques, materials and the method and manner of presentation shall be protected and not subject to prior constraints as long as approved workload and instructional mode categories are met.
- C. Each faculty member is free to present her/his ideas in the learning situation where s/he has professional competence and responsibility. Each faculty member shall be free from instructional censorship or discipline, when that member speaks, writes or acts, as long as s/he exercises academic responsibility. For example, all sides of controversial issues should be exposed, and students should be permitted to present freely their own views even though these views may clearly differ from those held by the faculty member.

SECTION VII - PARKING

The employer shall provide parking facilities for the faculty without charge.

SECTION VIII - FACULTY FACILITIES

- A. FACULTY/STAFF CONFERENCE ROOM AND LOUNGE
The employer agrees to provide a conference room and lounge which shall be reserved exclusively for use by faculty, staff and their guests.
- B. FACULTY/STAFF DINING FACILITIES
The employer agrees to provide a faculty/staff dining area in the cafeteria building. Such area shall be for the exclusive use of faculty and staff between 11:30 a.m. and 1:30 p.m. daily with the exception of regularly scheduled Board meeting days.

SECTION IX - PROFESSIONAL DEVELOPMENT

- A. AFFIRMATION
The Board affirms that continued personal growth of individual faculty and staff members and professional and program development are important means of improving the total effectiveness of the College. The college environment should encourage individual responsibility in the pursuit of these objectives. Where possible, activities to facilitate faculty development should include (1) inservice training, (2) faculty

retraining opportunities; (3) attendance at workshops, conferences, retreats, seminars; (4) ethnic awareness related activities; (5) internship and apprenticeship experiences; (6) visitation and/or faculty exchanges; (7) release time and leaves; (8) institutional research projects; (9) curriculum development projects; (10) interpersonal relationship experiences and (11) special-needs students training.

B. FACULTY INSERVICE TRAINING PROVISIONS

Inasmuch as both the Association and the Board support the concept of faculty development, retraining, and inservice training, the Board agrees to continue existing levels of support contingent upon budgetary and fiscal limitations.

C. PROFESSIONAL DEVELOPMENT COMMITTEE

1. MEMBERSHIP

It is agreed that the Professional Development Committee shall include one faculty member from each Organizational Unit.

2. FUNCTIONS

It shall be the function of the committee to plan for each year developmental activities, workshops, lectures and seminars consistent with A. and B. above.

SECTION X - TUITION AND FEE WAIVERS

Pursuant to the Policies and Procedures Manual, Chapter Five, 5094, the Board will provide tuition and fee waivers for all annually-contracted faculty.

SECTION XI - GRIEVANCE PROCEDURE

The College and Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or Association grievances as provided for below. In presenting a grievance, the aggrieved, her/his representatives(s) and witnesses are assured freedom from restraint, interference, coercion, discrimination or reprisal.

A. DEFINITIONS

1. A "GRIEVANT" shall mean a faculty member or group of faculty members or the Association.
2. A "GRIEVANCE" shall mean the alleged violation, misinterpretation or misapplication of the terms and provisions of this Agreement.
3. "DAYS" as used in this section shall mean calendar days. Failure by the grievant to comply with a time limit at any step shall constitute acceptance of the employer's last answer. If the employer fails to comply with the grievance time limit at step 1, the grievance shall be advanced automatically to Step 2. If the employer fails to comply with the grievance time limits at Step 2, the grievance shall be settled in favor of the grievant(s). Time limits may be waived or extended by written mutual agreement.

B. RIGHTS TO REPRESENTATION

Upon request of the grievant(s), an Association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.

C. INDIVIDUAL RIGHTS

Nothing contained herein shall be construed as limiting the right of any faculty member having a grievance to have the problem adjusted without the intervention of the Association

A grievant may be represented at all stages of the grievance procedure by her/himself, or by any other individual of her/his choice. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure and to be notified in writing as to the disposition of the matter.

D. PROCEDURE

1. STEP ONE

Within thirty (30) days of the knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the appropriate Dean. The Dean shall arrange for a Step One meeting with the grievant and/or the Association, to take place within five (5) days of her/his receipt of the grievance. The appropriate Dean shall provide the grievant and the Association with a written answer to the grievance within ten (10) days of receipt of the grievance. Such answer shall include the reasons upon which the decision was based.

2. STEP TWO

If the grievant is not satisfied with the disposition of her/his grievance at Step One, the grievance may be referred to the College President or her/his designee within five (5) days. The College President or her/his designee shall arrange for a Step Two meeting with the grievant and/or the Association, to take place within ten (10) days of her/his receipt of the appeal. The grievant(s) shall have the right to include in the representation such witnesses or representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting, the College President or her/his designee will have ten (10) days to provide her/his written decision, together with the reasons for the decision, to the grievant and the Association.

3. STEP THREE

a. If the grievant is not satisfied with the disposition of her/his grievance at Step Two, s/he may within twenty (20) days of the Step Two answer request in writing that the Association submit her/his grievance to arbitration. The Association may, by written notice to the College President or her/his designee, within ten (10) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration.

b. Within ten (10) days after such written notice, the Association shall submit a request for a list of arbitrators from the American Arbitration Association. The parties will be bound by the voluntary rules and procedures of the American Arbitration Association.

c. The arbitrator selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue her/his decision not later than thirty (30) days from the date the final statements and proof are submitted to the AAA. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted, unless both parties have requested a bench decision. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

E JURISDICTION OF ARBITRATOR

Only grievances which involve an alleged violation by the Employer during the term of this Agreement and which are

processed consistent within the time limits herein provided shall be subject to arbitration. Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and
2. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the revisions of this Agreement; and
3. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and
4. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and
5. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs to AAA by the parties unless waived by the parties.
6. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator, provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.
7. No arbitrator shall have the authority to remand an issue back to the parties for bargaining.

F. FEES AND EXPENSES

The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association and the faculty members affected consistent with the terms of this Agreement.

G. ADMINISTRATIVE CHANNELS

Nothing in this Article shall be construed to preclude a faculty member from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.

H. INFORMATION

The Board and the Administration will furnish the Association appropriate information as is requested for the processing of any grievance. Should Step Three processing of any grievance require that a faculty member or Association representative be released from her/his regular assignment, s/he shall be released without loss of pay, provided appropriate class coverage is accomplished.

I. CONFIDENTIALITY AND FILES

1. All documents, communications and records dealing with the processing of any grievance shall be filed separately from the personnel file of the participants.
2. All matters pertaining to specific grievances shall be confidential information and shall not be indiscriminately divulged by participants in the grievance adjusting process

SECTION XII - DEDUCTIONS

Upon appropriate written authorization from the faculty member and consistent with OFM/WCCC procedures, the District shall deduct from the salary of the faculty member and make appropriate remittance for those items for which the District is authorized to make deduction such as, but not limited to, Association dues, retirement plans, insurance annuities, payroll savings for bank, or credit union, savings bonds, United Way, and political action committee contributions provided that twenty-five (25) or more employees have authorized the deduction as provided by RCW 41.04.230, on the same day salary checks are issued, and additional deductions which are agreed upon by the Board and the Association.

SECTION XIII - RETIREMENT

A. Faculty shall retire at the end of the academic quarter following the attainment of age seventy (70) or on the last day of the Spring Quarter preceding their 70th birthday should it occur between the end of Spring Quarter and the beginning of Fall Quarter. Nothing in this section will preclude faculty from petitioning for an extension of the retirement age. Application for extension of retirement age shall be made to the President at least one quarter prior to the scheduled retirement. Determination shall be made by the Board and communicated to the applicant.

B. RETIREMENT PROGRAM

This retirement program is established for the express purpose of encouraging the retirement of tenured faculty members at a time earlier than the faculty member may otherwise retire where such early retirement will be of bona fide mutual benefit, economic or otherwise, to the College and the faculty member.

1. ELIGIBILITY

Tenured faculty members are eligible to apply for one of the three retirement options established by this program:

- a. Faculty members who desire to apply for one of the options provided herein shall do so in writing at least ninety (90) days prior to the requested effective date of retirement. Applications shall be submitted to the Office of the President.
- b. Within thirty (30) days of receipt of a faculty member's application for one of the options provided herein, the College President, or his/her designee, shall inform the faculty member as to whether the faculty member's choice of one of the options is of bona fide benefit to the College.
- c. Faculty member applications for one of the options provided herein shall be reviewed on a case-by-case basis. A faculty member may apply for only one option at a time. Should an option not be approved, the faculty member may request that an alternative option be considered.
- d. Where any faculty member's application is approved by the College, the agreement shall be reduced to writing. All terms shall be stated in such writing and shall be executed by the faculty member and the College President, or his/her designee

2. RETIREMENT OPTIONS

These options are exclusive and only one option shall be granted to a faculty member. However, variations from the options described below may be agreed upon by the faculty member and the Board. The Association shall be

apprised of the nature and scope of such variations prior to execution of the Agreement.

a. TENURE PURCHASE OPTION

Tenure Purchase Retirement Option provides for the purchase of valuable tenure rights of faculty members in exchange for the faculty member's separation from service at a time earlier than that required by law. Where a faculty member's application for this option is approved, he/she shall retire and waive any and all tenure rights and shall receive payment in exchange for such retirement and waiver of tenure rights. Such payment shall be paid on the effective date of the faculty member's retirement or a later day mutually agreed upon by the college and the faculty member. Such payments shall be made according to the following schedule:

Effective Date of Retirement	Total Payment	Maxi. Payment Per Year
Before 64	1½ times Annual Salary Placement (ASP)*	½ times A.S.P.
Age 64	1 times ASP	½ times ASP
Age 65 & beyond	½ times ASP	½ times ASP

*"Annual Salary Placement" shall mean the salary placement of an faculty member during the final year of tenured employment with the College, as determined by the salary schedule applicable during such final year of tenured employment and shall be fixed regardless of subsequent changes in the salary schedule.

- 1) Payments may be spread over the period of years between the effective date of retirement and age 70.
- 2) Upon the death of the faculty member participating in this option, the faculty member's estate shall be entitled to receive death benefits based upon the same schedule as the one to have been received by the deceased participant.
- 3) Payment under this option shall have no effect on the calculation of retirement benefits.

b PHASED RETIREMENT OPTION

The phased retirement option provides for part-time employment following a faculty member's retirement from his/her full-time appointment. Where a faculty member's application for this option is approved, he/she shall enter into an agreement with the College in which the faculty member makes an intentional, intelligent, and voluntary waiver of any and all tenured rights and the College agrees to employ the faculty member on a part-time basis in the future. The payment for part-time employment covered under the agreement will be pro-rata of the annual salary placement. Any part-time employment after the period of the agreement shall be paid at the part-time rate. The period of the agreement for future part-time employment and the amount of part-time employment shall be specified in the agreement between the College and the faculty member, subject to limitations set out below

- 1) Faculty members who are participants in TIAA-CREF who wish to receive supplemental retirement benefits pursuant to WAC 131-16-061 may work

no more than forty percent (40%) of a full-time assignment, nor more than seventy (70) hours per month, nor more than five (5) months in any fiscal year.

- 2) Faculty members who are participants in TIAA-CREF who are not eligible for supplemental retirement benefits provided by WAC 131-16-061, or who wish to voluntarily, intentionally, and knowingly waive their right to such supplemental retirement benefits, may work no more than seventy-nine percent (79%) of a full-time assignment, unless employment at a level of 80 percent (80%) or more of a full-time assignment is for a period of less than ninety (90) days during a fiscal year.
- 3) Faculty members who are participants in WSTRS may work no more than seventy-five (75) days per academic year, provided that a faculty member who is a participant in WSTRS may work no more than seventy-five (75) days per academic year if the faculty member makes an intelligent, voluntary and intentional request to do so with full knowledge that his/her monthly retirement pension benefits will be reduced by one-twentieth (1/20) for each day of service over the seventy-five (75) in an academic year, and provided further that faculty members who are first employed in a position eligible for participation in WSTRS on or after October 1, 1978 may not participate in this option due to RCW 41.32.800.
- 4) Faculty members who are participants in PERS I may work no more than eighty-nine (89) hours per month and no more than six (6) months per fiscal year. Faculty members who participate in PERS II may not participate in this option due to RCW 41.40.690.
- 5) Part-time employment called for by a written agreement made in accordance with this option shall not displace other tenured faculty members, and tenured faculty members shall be given full-time assignments prior to providing part-time assignments called for by a written agreement made in accordance with this option; provided that the part-time employment called for by a written agreement made in accordance with this option shall be provided prior to the College contracting with part-time faculty members, unless program requirements or other educational reasons justify such appointments. Should part-time employment called for by a written agreement made in accordance with this option not be available, the College shall not employ the faculty member for the unneeded services and the agreement between the faculty member and the College shall be extended and otherwise modified to provide later part-time employment equal to that deferred.
- 6) It is anticipated that the limitations on part-time employment set out above, if complied with, will protect faculty members from reduction or loss of retirement benefits, other than in the case of supplemental retirement benefits for participants in TIAA-CREF, as noted in subsection 2 above. The College agrees to notify in writing each faculty member who enters into an agreement with the College under this option that his/her retirement benefits may be impacted by the part-time employment agreed to under this option.

c ACCELERATED WORK OPTION

Accelerated work option provides for an increase in the assignment of a faculty member during the last year(s) of employment with the College, in return for planned and anticipated early retirement and relinquishment of tenure rights by the faculty member. Where a faculty member's application for this option is granted, the faculty member and the College will agree to an assignment over and above a full-time assignment with the faculty member's agreement to retire and relinquish his/her tenure rights at the end of that period.

- 1) All work called for by the overtime (more than full-time) assignment shall be stated in the written agreement and shall be bona fide.
- 2) The payment for the overtime assignment covered under the agreement will be pro-rata of the faculty member's full-time compensation x seventy-two percent (72%).
- 3) Overtime assignment under this option will not exceed the equivalent of one-half (1/2) of an annual load plus summer quarter assignments.

d. GENERAL PROVISIONS

General provisions applicable to all three options outlined above include the following.

- 1) A faculty member working pursuant to a written agreement made in accordance with one of the three available options shall not be dismissed except for sufficient cause, as provided for in Article X, Section V and Section VI.
- 2) The decision by the College to grant or deny early retirement option shall not be subject to the grievance procedure contained in this Agreement. Once any option is agreed to, the implementation of such agreement shall be subject to the grievance procedure.
- 3) Approval of a faculty member's application for one of the three available options is the sole discretion of the College and no employee shall have a contractual right, or any other right, to participation in any option.
- 4) Each and every written agreement entered into by a faculty member and the College, as required by Section XIII, B.1 d above, shall by its terms incorporate by reference all terms of this program as set out herein.

C EMERITUS FACULTY

In recognition of valued service to Bellevue Community College, faculty members with ten (10) or more years of continuous employment and who retire as members of the following retirement systems -- Washington Teachers' Retirement Plan I and II, TIAA-CREF, Washington Public Employees' Retirement Plan I and II -- shall receive as appreciation for their contribution to the College the following lifetime benefits:

1. Perpetual parking privileges.
2. Library privileges.
3. Gym and locker facility privileges.
4. Tickets to cultural and athletic events sponsored by the College at employee prices

SECTION XIV ACADEMIC ROBES

The Board shall provide to each new full-time faculty member a cap and gown and hood appropriate to the institution and degree for the faculty member

ARTICLE IX - LEAVE PROVISIONS**SECTION I - ABSENCES AND LEAVES**

All rules pertaining to absences and leaves for faculty shall be made with due consideration being given to preserving the continuity of instruction and related activities to the fullest extent possible. Faculty shall meet with all scheduled classes except in cases of unavoidable absence due to illness, injury or similar uncontrollable factors. In case of any such absence from the college during normal working hours, a faculty member must notify her/his Organizational Unit Administrator or the appropriate Dean as soon as possible. Authorized leave arranged in advance of the absence is deemed sufficient notification.

SECTION II - GENERAL LEAVE**A. LEAVES OF ABSENCE**

Leave of absence shall mean approved absence from duty without pay. It is recognized that leaves of varying lengths are sometimes necessary; however, a leave of absence will not normally exceed one calendar year. An approved leave of absence shall provide the faculty member with assurance of reemployment without loss of seniority or other benefits; however, no seniority credit or benefit provisions shall accrue during a leave of absence. All leave requests shall be judged on the merits of the request and the best interest of the College. A leave of absence may include, but not be limited to, advanced study, participation as an exchange teacher, serving as officer or staff member of a professional organization or appointment or election to a political or public office.

B. PROFESSIONAL LEAVE

Professional Leave is neither accumulative nor deductible from other leaves to which the faculty member is entitled. Nor, if granted, does the faculty member suffer a salary reduction. Faculty shall be granted leave to attend state and national meetings of their professional organizations related to their discipline or to attend academic or occupational meetings related to their disciplines. Requests shall be submitted to the Organizational Unit Administrator and appropriate Dean at least five (5) days prior to the meeting, or as soon as possible if the faculty member has less than five (5) days notice.

C. EMERGENCY LEAVE

Emergency Leave with pay may be granted to faculty, not to exceed five (5) days per faculty member per year. Emergency Leave is part of personal leave as herein defined and shall be treated in accordance with such provisions. Written application for consideration for Emergency leave will be by form and addressed to the President within thirty (30) days after the date of absence.

The decision regarding this request shall be transmitted to the faculty member within fifteen (15) days of receipt of the request by the President or her/his designee. Situations in which Emergency Leave shall be granted are as follows

- 1 The problem must have been suddenly precipitated, or must be of such a nature that pre-planning is not possible, or when pre-planning could not relieve the necessity for the faculty member's absence
- 2 The problem cannot be one of minor importance or of mere convenience but must be serious

D. BEREAVEMENT LEAVE

1. Up to five (5) days, including travel time, will be allowed as Bereavement Leave for each occurrence of a death in the immediate family as defined below. Bereavement Leave is part of personal leave as herein defined and shall be treated in accordance with such provisions.
2. The immediate family shall be interpreted to include the mother, father, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, stepson, stepdaughter, grandchildren, or others with substantially similar relationship to the faculty member.
3. Other than immediate family, when death occurs not covered by this policy and responsibilities of the individual faculty member may make an absence from work mandatory, a special request to the President is required.

E. MILITARY LEAVE

Military Leave shall be granted to faculty members under the provisions of the applicable federal and state statutes.

F. JURY DUTY LEAVE AND SUBPOENA LEAVE

1. Should a faculty member be summoned to Jury Duty, the College shall release the faculty member, provided a qualified substitute can be secured. Faculty accepting Jury Duty shall be paid their regular salary. Compensation received from Jury Duty service shall be reimbursed to the college, excluding any regularly acceptable per diem expenses paid by the Court. Jury Duty is not deductible from any other leave to which the faculty member is entitled.
2. Faculty members shall be granted Subpoena Leave as may be required by the Subpoena, and shall be paid her/his regular salary less any compensation received for her/his services, excluding transportation and per diem expenses, except when the faculty is the plaintiff or defendant in such action. This exception shall not apply when the faculty member is named as plaintiff or defendant while in the performance of her/his duties. The President or her/his designee may extend the definition and intent of the Subpoena Leave Policy on an individual basis, in consultation with the Association President.

G. MATERNITY LEAVE/CHILD CARE LEAVE

A faculty member requesting Maternity Leave should, when possible, give written notice to the College at least two (2) weeks prior to the commencement of said Leave. The written request of Maternity Leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth, the faculty member shall inform the College of the specific day when she will return to work. Such Leave may be, at the option of the faculty member, integrated with Sick Leave with pay to the extent that there is a temporary disability verified by a physician. Maternity Leave shall be granted to married and unmarried women alike. Child Care Leave shall be granted to either parent upon proper application and such Leave shall be without pay except as otherwise provided herein.

H. PATERNITY/ADOPTION LEAVE**1. WITHOUT PAY**

Leaves for such purposes may be granted without pay for a period not to exceed one quarter.

2. WITH PAY

Such Leave may be utilized as Emergency Leave as defined herein.

I PART-TIME FACULTY LEAVES

The Employer agrees to continue the existing practices for part-time leaves.

J. ATTENDANCE AT THE LEGISLATURE

If a faculty member has a specific official written request from a Washington State Legislative Committee to give information to a committee meeting of the legislature, the Faculty member may be granted a leave of absence for one (1) day only. The faculty member's request for such a leave of absence shall be submitted to the Organizational Unit Administrator for approval and shall include a copy of the official written request from the Legislative Committee. In the event the scheduled committee meeting or hearing, which is involved in the faculty member's request, is postponed or extended, upon written request, an additional day or days of absence may be approved.

SECTION III - PERSONAL LEAVE**A. NOTIFICATION**

In case of illness or injury, a faculty member must report by telephone as soon as it becomes apparent that s/he will be absent from the College during normal working hours and/or that she/he will be unable to meet her/his classes or assigned duties. She/he must keep the immediate Administrator informed of her/his progress and expected date of return to duty. A Faculty Absence Report will be submitted to the Office of Personnel upon review and signature of the immediate Administrator.

B. ACCUMULATION

Faculty under contract full time for three (3) quarters will receive twelve (12) days Personal Leave commencing with the first day on which work is to be performed. Personal Leave may be accumulated after the first three-quarter period of employment at a rate of one (1) day for each calendar month and may be taken any time.

C. PERSONAL LEAVE

Personal Leave shall be available for full-time faculty to cover absences related to illness, injury, bereavement, and emergencies as herein defined.

D. NO LIMIT

Pursuant to applicable statute, each faculty member's unused Personal Leave allowance shall accumulate from year to year without limit.

E. COMPENSABILITY

1. Faculty may cash in unused compensable Personal Leave days above an accumulation of sixty (60) compensable days at a ratio of one (1) full day's per diem pay for each four (4) full accumulated compensable Personal Leave Days. On January 1 of each year each faculty member at her/his option may cash in their unused Personal Leave earned during the previous calendar year less Personal Leave days actually utilized during this period.
2. At the time of separation from the District due to retirement or death, each faculty member or the employee's estate shall receive remuneration at a rate equal to one (1) day's per diem for each four (4) full days accrued compensable Personal Leave.
3. All days earned between 6-13-80 and 8-31-82 shall be deemed compensable. All days earned after 9-1-82 shall be deemed compensable on the basis of one day per month worked. Compensable days accrued prior to 6-13-80 shall

be calculated on the basis of one (1) day for each calendar month during which full-time contractual services were performed, up to 144 days. Remaining days accrued shall not be forfeited and shall be deemed non-compensable

F. TRANSFERABILITY

Accumulated Personal Leave shall be transferable from one community college district to another in accordance with applicable statute. Accumulated Personal Leave will be granted to such persons when s/he returns to the employment of this District or College. All leave transferred into the District shall be computed on the same basis as E.3 above.

G. EXHAUSTION OF BENEFITS

No deduction in pay will be made up to the total number of days of accrued Personal Leave. Deductions from accrued Personal Leave shall be charged against compensable days until such account is exhausted. Thereafter, charges shall be to non-compensable days until exhausted; provided, however, all days utilized under Emergency Leave Provisions in section II.C shall be charged first to non-compensable days until such account is exhausted. Persons absent beyond the total number of days of accrued Personal leave shall have their pay deducted at the per diem rate of their annual contract for each day of absence.

H. SUBSTITUTES

If a substitute is required, arrangements will be made by the appropriate Dean. The substitute will be given a part-time hourly contract. Nothing herein shall be construed to require the District to provide substitutes or to compensate faculty members for replacing one another except in unusual circumstances approved by the Dean.

SECTION IV - SABBATICAL LEAVE

A. ELIGIBILITY/STIPEND

1. ACADEMIC YEAR SABBATICALS

Bellevue Community College will provide an opportunity for qualified faculty to apply for Sabbatical Leave after three (3) academic years of service to this institution

Faculty members awarded Sabbatical Leave shall receive a stipend equal to four percent (4%) of their base salary per quarter of service, up to nineteen (19) quarters. The maximum stipend allowance will not exceed seventy-six percent (76%) of the faculty member's base salary. The aggregate cost of such leaves during any year, including the cost of replacement shall not exceed one-hundred-fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave. In no case shall the cost of replacement personnel owing to workload factors alone be permitted to prevent a faculty member from being granted a Sabbatical Leave

2. QUARTER-LENGTH SABBATICALS

Faculty may apply for Sabbatical Leaves of one quarter duration. Faculty members awarded Sabbatical Leaves of one (1) quarter shall receive a stipend not to exceed 76% of their quarterly salary.

B. CONDITIONS

Sabbatical Leaves may be granted under the following conditions

1. PURPOSE

The purpose of a Sabbatical Leave shall be to improve the professional skills of the faculty member through study, research, and creative work. The college will receive direct

benefit of such an experience through the increased effectiveness of those persons participating in a professional leave program

2. APPLICATION PROCESS/SABBATICAL LEAVE COMMITTEE

The application and a detailed plan including reasons for requesting such Leave shall be submitted in writing to the President and to the Sabbatical Leave Committee. The Sabbatical Leave Committee (SLC) shall consist of four (4) faculty members, two of whom shall be elected by a majority vote of the full-time faculty for a two-year term by May 15 of each year, and two (2) administrators to be appointed by the President.

The Sabbatical Leave committee shall rank the applicants according to time elapsed since the last Sabbatical, the merits of applicants proposal and other factors not related to costs of replacement or salary level.

The President shall transmit the committee's recommendations along with her/his concurrence or alternate recommendation to the Board.

In the event the number of candidates exceeds the number of recipients, the Board shall name a first and second alternate to replace a leave recipient should said faculty member not accept such appointment.

3. CONTRACT

When the Board of Trustees grants a Sabbatical Leave, the recipient shall sign a contract with the the employer specifying:

- The length of the Sabbatical Leave.
- The amount of sabbatical payment.
- Performance according to the approved Sabbatical Leave plan while on leave
- The requirement that the recipient will return to Bellevue Community College for at least the duration of the leave.
- The recipient, upon return, shall submit a written report to the President within one month to substantiate her/his Sabbatical Leave activities.
- Failure to comply with d. above will result in repayment of the Sabbatical Leave salary stipend and benefits in full.

4. EQUIVALENT TIME

The time spent on Sabbatical Leave shall be recognized as equivalent to time spent as a faculty member at Bellevue Community College (excepting Sabbatical Leave entitlement).

5. INTENT TO RETURN

The notice of the recipients intent to return to Bellevue Community College shall be specified in the Sabbatical Leave Contract.

6. RESPONSIBILITIES

Faculty on Sabbatical Leave shall ordinarily be free of any and all responsibilities to the College except those outlined in the leave program. In extraordinary circumstances, such faculty shall be responsible to requests by the District to take care of emergency concerns which cannot wait until the end of the leave, without undue harm to persons or programs, as long as such requests shall be arranged so that it is reasonable, convenient and does not interrupt the leave program. Such response shall be either in person

or through a designee, who might be a colleague, program chair or administrator.

2. LEAVE APPROVAL

All Sabbatical Leaves require the approval of the Board of Trustees. The number of Sabbatical Leaves approved by the Board shall be subject to fiscal and budget restraints as well as the applicable statutory maximums. No Sabbatical Leaves may be granted for less than one (1) quarter.

SECTION V - SPECIAL LEAVE CONSIDERATIONS

Efforts will be made to give special consideration in terms of either Sabbatical Leave or Leave of Absence without pay to faculty members who, due to enrollment difficulties, program obsolescence or financial exigency, are threatened with reduction-in-force and wish to retrain for another position currently available or planned to be available in the institution.

ARTICLE X - PERSONNEL POLICIES

SECTION I - EMPLOYMENT AND SELECTION PROCESSES

A. FACULTY EMPLOYMENT PROCESS - ANNUALLY-CONTRACTED

1. VACANCIES

Notice of a faculty vacancy shall be circulated to all presently-employed faculty.

2. FACULTY SCREENING COMMITTEE

a. COMPOSITION

The Faculty Screening Committee shall include the Organizational Unit Administrator, appropriate Program Chairperson, coordinator or director and a minimum of two (2) full-time faculty members from the affected Organizational Unit and a member of the Affirmative Action Committee.

b. DUTIES

1. The Committee should involve as many of the appropriate Organizational Unit members as possible in determining the qualifications and selection of the candidates.
2. The Committee will work with the appropriate Dean to establish qualifications desired for the position prior to the announcement of the position.
3. The Committee shall recommend candidates for each position to the appropriate Dean for her/his acceptance or rejection. Affirmative Action Policies and Goals shall be fully addressed. If all recommended candidates are rejected, the appropriate Dean will fully document her/his reasons for rejection. Thereafter, the Committee shall repeat the screening process.
4. Part-time faculty who have taught at Bellevue Community College in a discipline or program area which has an opening for an annually-contracted position shall have the opportunity to apply for that position. Performance effectiveness at Bellevue Community College will be considered in evaluating the relative merits of the candidate.

3. The procedures delineated above shall not be applicable in instances involving the reassignment of currently-employed District personnel to areas where they are qualified.

SECTION II - INITIAL SALARY PLACEMENT REQUIREMENTS - FULL-TIME FACULTY

A. INITIAL PLACEMENT REQUIREMENTS

1. COLUMN A

Column A must meet one of the following requirements:

- a. Master's Degree.
- b. Bachelor's degree plus three (3) years relevant experience.
- c. Journeyman certificate plus six (6) years in the trade or occupation.
- d. Ten (10) years of practical experience in the trade or occupation in which the person will teach.
- e. Five (5) years of formal teaching in trade or occupation. Faculty who do not meet one of the above minimum requirements will be placed on A-1.
- f. Librarians shall be certified by the State Board for Certification of Librarians according to RCW 27.08.010.

2. COLUMNS B or C

Columns B or C may only be used in exceptional situations with the expressed approval of the Dean of Student Programs and Personnel Services.

B. EXPERIENCE CREDIT

1. Initial placement on the salary schedule will be on the step corresponding to the number of years relevant experience.
2. Additional experience beyond those used in Section II.A. under Column A will be evaluated by the President to determine the step and column on which the individual will be placed.
3. The relevance of experience will be evaluated by the President of the College subject to review by a representative of the Association.
4. A maximum of two (2) years military experience shall be considered relevant; six (6) to eighteen (18) months military experience will count as one (1) year; over eighteen (18) months will count as two (2) years.
5. Teaching assistantships, library assistantships, counseling assistantships and research assistantships shall be given experience credit upon the recommendation of colleagues and the approval of the Director of Personnel.
6. Experience credit for placement on the salary schedule will be given for faculty experience gained as a part-time faculty member. The total number of credits taught or hours counseling or as a librarian on a part-time basis will be divided by the number of credits/hours which normally constitute a full-time load to determine the number of years of experience.
7. From one-half (1/2) to one and one-half (1-1/2) years (academic or calendar, whichever is appropriate) will constitute one (1) year of relevant experience credit.
8. Only one (1) year of experience credit may be gained in any one (1) calendar year.

C. DEGREES AND CREDENTIALS

1. DEGREES

Initial salary placement shall be assigned upon the basis of official documented evidence of college and university degree(s). Degrees acceptable for salary placement shall be from colleges and universities approved by any recognized accreditation organization

2. DEGREE NAMES

The terms "Bachelor of Arts and Doctor of Philosophy," as used typically to describe academic qualifications are not restrictive. Any Bachelor's, Master's or Doctor's Degrees other than an Honorary Degree and which meet the requirements of C.1 above shall be approved for salary placement.

3. CREDENTIALS

All new faculty and currently employed district personnel reassigned to faculty status shall be required to present credentials which conform to the qualifications for the position. In the event the established qualifications are not met, reassigned personnel shall undertake as recommended by the Organizational Unit Administrator and approved by the Dean, a program of studies, including course work, conferences, etc. to achieve the required qualification. Such program shall be completed within two years of date of employment or reassignment as a faculty member

SECTION III - ADVANCEMENT - ANNUALLY CONTRACTED FACULTY

A. CRITERIA FOR ADVANCEMENT

An annually contracted faculty member shall advance to the next higher column on the salary schedule subject to the three following conditions:

1. S/he has completed at least two (2) years of annually contracted experience in her/his current column placement, and
2. S/he has attained a minimum fifteen (15) Advancement Credits since being placed in her/his current column, and
3. Her/his performance has been evaluated satisfactory or better in the most recent evaluation pursuant to the terms of this or any predecessor Agreement.

B. ADVANCEMENT CREDITS

1. Faculty members may earn credits toward advancement on the salary schedule through any of the following as authorized by the appropriate Dean upon recommendation of the Organizational Unit Administrator.
 - a. Any college-level course.
 - b. Inservice courses sponsored by the College
 - c. Vocational teacher education courses which apply also for teacher certification or are related to their vocational professional development.
 - d. Work experience directly related to faculty member's field.
 - e. Conferences or colloquia not covered in a thorough d. above may receive inservice credit: one credit for each forty (40) hours of conference, etc. fractional credits shall be granted
 - f. Other professional experiences may be approved for credit including, but not limited to, grants, textbook reviews, publishing, etc

2. Advancement Credits are defined as follows

- a. 1 credit: one (1) college credit (quarter credit hour)
- b. 1 credit: Forty (40) hours of authorized (by the appropriate Dean upon recommendation of the OUA) inservice training.
- c. 1 credit: Forty (40) hours of authorized (by the appropriate Dean upon recommendation of the OUA) specialized training in the furtherance of the individual's assignment.
- d. 1 credit: One (1) week's work experience or community service directly related to faculty member's field as determined by the appropriate Dean upon recommendation of the OUA.

C. PROCEDURE

1. Faculty members shall normally obtain pre-authorization of Advancement Credits to be earned prior to the initiation of the activity. Request for authorization after completion of the activity may be granted under unusual circumstances.
2. Appropriate documentation must be submitted prior to September 1 of any year for the Advancement Credits to be applied for that year.

SECTION IV - TENURE

A. AUTHORITY

1. BOARD OF TRUSTEES

The parties understand that the authority to grant or deny tenure is vested with the Board by RCW 28B.50.850, subject to the terms of this Article. It is further agreed that any and all decisions relating to the awarding or withholding of tenure or the non-renewal or renewal of probationary faculty members shall not be subject to the grievance procedure of this Agreement.

2. PROBATIONARY PERIOD

The appointing authority shall provide for the award of faculty tenure following a probationary period not to exceed three (3) consecutive regular college years, excluding summer quarters; provided, that tenure may be awarded at any time as may be determined by the appointing authority after it has given reasonable consideration to the recommendations of the Tenure Review Committee

B. TENURE REVIEW COMMITTEE - COMPOSITION AND SELECTION

1. TENURE REVIEW COMMITTEE COMPOSITION

There shall be an eight (8) person committee composed of members of the administrative staff, a student and six (6) tenured faculty members. The representatives of the faculty shall constitute a majority of the members of the Tenure Review Committee. The members representing the faculty on the Tenure Review Committee shall be selected by a majority of the faculty acting as a body. The Chairperson of each probationer's Tenure Review Evaluation Subcommittee may serve as ex-officio member of the Tenure Review Committee when a recommendation about the probationer is being considered. The President shall make available one-ninth (1/9) release time to the Chairperson of the Tenure Review Committee

2. TENURE REVIEW COMMITTEE SELECTION

- a. One-third (1/3) of the faculty of this committee shall be elected by majority vote of the full-time faculty for a three-year term by May 15 of each year.
- b. Nominations for members to this committee shall be made to the Secretary-Treasurer of the Association by May 1 of each year.
- c. The President of the Association shall be responsible for printing the ballots and establishing the time and place for polling. Such place and time should be convenient and publicized for all full-time faculty members. The ballots shall be counted by the President of the Association or her/his designee and certified by the Executive Council. The candidates receiving the largest number of votes shall be elected. In the case of a tie, a run-off election involving the tied candidates shall be held in the same manner as prescribed above.
- d. The appointed administrator shall be the Dean of Instruction.
- e. A student shall be appointed by the President of the Associated Students of Bellevue Community College and confirmed by the Executive Board of ASBCC and Student Senate.
- f. In the case of a vacancy on the Tenure Review Committee, an alternate or alternates shall be elected by the process outlined herein to serve the remaining term. This shall be accomplished within ten (10) days of the occurrence of such a vacancy.

C. TENURE REVIEW COMMITTEE DUTIES AND RESPONSIBILITIES

1. DUTIES

The Tenure Review Committee shall provide continuing evaluation of probationers. The Tenure Review Committee shall approve evaluation subcommittees and meet with the committees and probationers in order to assure their orientation and ability to do their functions. It shall periodically advise each probationer in writing of her/his progress and receive the probationer's written acknowledgment thereof. The committee shall at appropriate times make recommendations to the appointing authority as to whether tenure should or should not be granted to individual probationers according to the provisions of this section.

2. RECORDS

The Tenure Review Committee or its designee shall maintain custody of all Evaluation Subcommittee reports and related documents until the Tenure Review Decision process is completed for each probationer. At the completion of the tenure process for each probationer, the committee will forward a copy of its recommendation, together with the summaries for each section of the probationer's tenure document, to the Personnel Office to be added to the probationer's personnel file. The remainder of the document will be returned to the probationer's Evaluation Subcommittee for appropriate disposition. Destruction of materials will be consistent with guidelines in the institutional records office.

3. RECOMMENDATIONS

The Tenure Review Committee, based upon the recommendations of the Evaluation Subcommittee and information independently arrived at, shall recommend to the appointing authority through the President, either to grant tenure or to extend probation, or in the final year, to grant or not to grant tenure to the probationer. The decision

to recommend termination of the employment of a probationary faculty member or continue the probation must be made by the Tenure Review Committee by March 15 of the first year's probationary appointment.

4. The Tenure Review Committee shall recommend by March 15 of the second year to grant tenure, extend the probationary period or terminate the employment of the probationer.
5. The Tenure Review Committee shall recommend by January 15 of the third year to grant tenure or to terminate the employment of the probationer.
6. The final decision to award or withhold tenure shall rest with the appointing authority, after it has given reasonable consideration to the recommendations of the Tenure Review Committee and the President.

7. CONFLICT OF INTEREST

Tenure Review Committee members shall exclude themselves from such proceedings in which they are personally involved. These members shall be temporarily replaced under the rules of the original election procedures. Committee members shall exclude themselves from serving on Tenure Evaluation Subcommittees.

D. TENURE EVALUATION SUBCOMMITTEES

Each probationer shall be assigned a four-member Evaluation Subcommittee selected by the organizational units and approved by the Tenure Review Committee.

1 SELECTION

The tenured faculty of the probationer's Organizational Unit shall elect two (2) tenured faculty members to the Evaluation Subcommittee. The probationer shall select the third faculty member, who need not be tenured. The fourth member shall be the appropriate Organizational Unit Administrator.

The Evaluation Subcommittee shall be formed by the sixth week of the faculty member's first quarter. At least two (2) faculty members of the Evaluation Subcommittee shall be within the probationer's Organizational Unit. It is recommended that one faculty member be from outside the probationer's Organizational Unit. The Chairperson shall be a faculty member.

2. VACANCY

A vacancy shall be filled following the procedures set forth above.

3. DUTIES

The Evaluation Subcommittee members shall be responsible for the continuing evaluation of the individual probationer until s/he is either granted tenure or until s/he is no longer employed at Bellevue Community College, or as long as evaluation is needed.

E. EVALUATION OF PROBATIONER

1. EVALUATION EMPHASIS

- a. The first responsibility of the Evaluation Subcommittee is to assist the probationer. The evaluation of a faculty member holding a "probationary faculty appointment" under these rules and regulations shall be directed toward improving the probationer's effectiveness in her/his appointment.

b. Evaluation for the "effectiveness in her/his appointment" shall reflect the probationer's performance in accordance with the evaluation standard. The Evaluation Subcommittee shall develop, in consultation with the probationer, a written plan to improve areas of deficiency.

2. EVALUATION STANDARD

- a. All probationary faculty shall carry a full workload in accordance with standards described in this Agreement. Such a workload would include instructional assignments in accordance with class schedules, advising of students and office hours. In each case the specific duties of a probationer shall be spelled out in writing at the time of appointment and may be modified from time to time, in writing, by the appointing authority or its designee.
- b. The probationer must give evidence of her/his competency in her/his field as judged by the Evaluation Subcommittee.

3. EVALUATION BY EVALUATION SUBCOMMITTEE

- a. Utilizing Appendices A through E as appropriate, the Evaluation Subcommittee shall consider:
 - 1) Self-evaluation by the probationer,
 - 2) Peer evaluation,
 - 3) First hand evaluation by one administrator, and
 - 4) Student evaluations.

The basis for observation shall be the criteria in Appendix A.
- b. The evaluation process shall include at least one formal meeting per quarter that clarifies the criteria and procedures and indicates the progress of the probationer.
- c. A summary of each item discussed will be written, noting any disagreements. All notations or remarks on evaluative instruments and records shall be initialed by the probationer and a member of the Evaluation Subcommittee.
- d. Informal meetings may be scheduled upon request of either party.
- e. Based upon this information and other information independently arrived at, the Evaluation Subcommittee shall recommend to the Tenure Review Committee either to grant tenure, to extend or not extend probation. Such recommendations shall be forwarded to the Tenure Review Committee with copies of the final evaluation report.

F IMPLEMENTATION OF RECOMMENDATIONS

1. The Tenure Review Committee shall review all of the recommendations received from the Evaluation Subcommittee and shall make recommendations to the College President and the Board of Trustees.
2. If in the judgment of the Tenure Review Committee the probationer should be awarded tenure, copies of recommendations shall be sent to the probationer, her/his Evaluation Subcommittee, her/his immediate administrator, the College President and the Board of Trustees.
3. If in the judgment of the Tenure Review Committee the probationer should receive a renewed probationary period for an additional year, then

- a. Notice in writing shall be sent to the probationer and her/his Evaluation Subcommittee, all evaluations or recommendations for the probationer should report her/his strengths as well as her/his weaknesses.
- b. The probationer shall be notified in conference of those areas of deficiency that need improvement.

4. If in the judgment of the Tenure Review Committee the probationer's annual employment contract should be not renewed, then:

- a. The probationer will be notified in conference with the Tenure Review Committee of the reason(s) for the Tenure Review Committee's recommendation.
- b. The recommendation shall be in writing to the probationer, her/his Evaluation Subcommittee, the probationer's immediate administrator, the college President and the Board of Trustees citing the reason(s).

5. APPEAL PROCESS

STEP ONE: If the probationer disagrees with the Tenure Review Committee's recommendation to not renew her/his annual contract, the probationer will be given the opportunity to challenge them before that committee provided that the probationer notifies the committee in writing within fourteen (14) calendar days of the date of the Tenure Review Committee's recommendation. The probationer may bring any person s/he chooses to aid or represent her/him.

STEP TWO: The Tenure Review Committee shall be charged with determining whether the evaluation standards have been applied in a fair and equitable manner. The Tenure Review Committee shall have ten (10) calendar days from completion of Step One to hear the probationer's appeal and render a decision.

STEP THREE: If the Tenure Review Committee affirms its findings and if the probationer wishes to pursue the appeal, the probationer shall meet with the college President within five (5) days from completion of Step Two to present informally the reasons for disagreeing with the Tenure Review Committee findings.

STEP FOUR: The Board of Trustees will review the recommendations of the Tenure Review Committee and the recommendations of the President and make its decision (see F 1 above). If the probationer objects to the decision of the Board of Trustees, the probationer may request an appearance before the Board of Trustees. On such request the Board shall grant the probationer the opportunity to argue her/his case before the Board. The President of the College and the Chairperson of the Tenure Review Committee shall also be given an opportunity to argue their respective positions at that time.

The Board of Trustees shall render its final decision before the end of Winter quarter. The Board will communicate its decision in writing to the probationer, the College President and the Chairperson of the Tenure Review Committee. Such Board review will be the final appeal step. Tenure appeals are not subject to the grievance procedure.

- a. The Board of Trustees is empowered to award tenure to the probationer after it has given reasonable consideration to the recommendations of the Tenure Review Committee.

b. The Board of Trustees upon receiving the Tenure Review Committee's recommendations shall examine and deliberate upon them with full consideration given for the rationale cited. If the Board of Trustees disagrees with the recommendation(s), the Board shall hold a meeting with the Tenure Review Committee to discuss the disagreement at least five (5) days prior to any final decision.

c. In case the President of the College recommends the granting of tenure either immediately or within the probationary period, s/he shall forward her/his recommendations to the Tenure Review Committee together with the rationale for such a recommendation. If tenure is recommended, then Article X, Section IV.F. Implementation of Recommendations, will be followed. If the recommendation of the Tenure Review Committee is not to grant tenure at that time, both the recommendations and supporting rationale of the President and the Tenure Review Committee shall be sent to the Board of Trustees for its action.

SECTION V - DISMISSAL

A. FACULTY CATEGORIES COVERED

Dismissal of tenured faculty and the dismissal of probationary or temporary faculty during the term of their appointments shall be governed by the remaining subsections of this section. It is agreed that this section provides a means for resolving disputes regarding terminations and that such disputes shall not be subject to the grievance procedure of this Agreement.

B. SUFFICIENT CAUSE FOR DISMISSAL OF A FACULTY MEMBER

A tenured faculty member shall not be dismissed from her/his appointment except for sufficient cause, nor shall a faculty member who holds a probationary or temporary appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Sufficient cause shall mean any of the following:

1. Incompetence in the performance of professional duties.
2. Serious neglect of duty.
3. Malfeasance while acting in the capacity of a College employee.
4. Physical or mental incapacity to perform the functions of the position.
5. Aiding and abetting or participating in:
 - a. Any unlawful act of violence.
 - b. Any unlawful act resulting in destruction of community college property.
 - c. Any unlawful interference with the orderly conduct of the educational process (RCW 28B.50.862).

C. PRELIMINARY PROCEEDINGS CONCERNING THE FITNESS OF A FACULTY MEMBER

When reason arises to question the fitness of a faculty member whose appointment has not expired, the immediate administrator shall discuss the matter with her/him in personal conference. The matter may be terminated by mutual consent at this point. If an adjustment does not result within ten (10) days after having been so informed, the faculty member and a representative of her/his own choosing will be afforded an opportunity to meet with the President or her/his designee and the immediate administrator. At this preliminary meeting, which shall be deemed an informal hearing for purposes of RCW 28B 19, an adjustment may be mutually agreed upon. If the matter is not settled or adjusted to the satisfaction of the College President, s/he shall recommend that the faculty member be dismissed

D FORMAL PROCEDURES RELATING TO DISMISSAL OF A FACULTY MEMBER

1. NOTICE

After the President determines that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member and provide copies to the Dismissal Review Committee and the Association. The notice shall include:

- a. A statement of the time, place and nature of the hearing (the hearing must be held on not less than ten (10) days written notice);
- b. A statement of legal authority and jurisdiction under which the hearing is to be held;
- c. A reference to the particular rules of the College that are involved;

d. A short and plain statement of the matters asserted. The affected faculty member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected faculty member does not request such a hearing from the President of the College within seven (7) days, the President will request a written determination from the faculty member as to whether she/he wishes to avail herself/himself of the right to a hearing. If the faculty member fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing shall be communicated by the President in writing to the Dismissal Review Committee, the Association, and Board of Trustees.

Furthermore, a timely written request for a hearing within the above ten-day period is deemed jurisdictional.

2. PROCEDURAL RIGHTS OF AFFECTED FACULTY MEMBERS

An affected faculty member who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Higher Education Administrative Procedure Act, Chapter 28B.19 RCW, and shall have the following procedural rights:

- a. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter towards which the testimony of the witness is considered material
- b. The right to be free from compulsion to divulge information which s/he could not be compelled to divulge in a court of law
- c. The right to be heard in her/his own defense and to present witnesses, testimony, and evidence on all issues involved
- d. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to Chapter 28 B 19 RCW
- e. The right to counsel of her/his choosing who may appear and act on her/his behalf at the hearings
- f. The right to have witnesses sworn and testify under oath

3. CONDUCT OF FORMAL HEARING

a. APPOINTMENT OF HEARING OFFICER

Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington or any of its political subdivisions. The Association shall be consulted prior to the appointment of the hearing officer.

b. RESPONSIBILITIES OF HEARING OFFICER

It shall be the role of the impartial and neutral hearing officer to conduct the hearing in accordance with RCW 28B.19 and this Agreement. The duties of the hearing officer include:

- (1) Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which s/he could not be compelled to divulge in a court of law;
- (2) Issuing subpoenas;
- (3) Taking or causing depositions to be taken;
- (4) Regulating the course of the hearing;
- (5) Holding conferences for the settlement or simplification of the issues by consent of the parties;
- (6) Disposing of procedural requests or similar matters;
- (7) Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;
- (8) Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;
- (9) Assisting the Dismissal Review Committee in the conduct of its responsibilities;
- (10) Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;
- (11) Preparing her or his proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, the written recommendation of the hearing officer will be presented to the President, Dismissal Review Committee, affected faculty member, the Association and the Board of Trustees;
- (12) Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:
 - (a) All pleadings, motions and rulings,
 - (b) All evidence received or considered,
 - (c) A statement of any matters officially noticed,
 - (d) All questions and offers of proof, objections and rulings thereon,
 - (e) His or her proposed findings, conclusions of law, and a recommended decision,
 - (f) A copy of the recommendations of the Dismissal Review Committee

(13) Assuring that a transcription of the hearing is made and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;

(14) Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community or whether particular persons shall be permitted or excluded from attendance

c. RESPONSIBILITIES OF DISMISSAL REVIEW COMMITTEE

The responsibilities of the committee shall be:

- (1) To receive guidance from the hearing officer regarding the conduct of its responsibilities;
- (2) To review the case of the proposed dismissal;
- (3) To attend the hearing and, at the discretion of the hearing officer, may call and/or examine any witnesses;
- (4) To hear testimony from all interested parties, including but not limited to, other faculty members and students and review any evidence offered by same;
- (5) To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than twenty-five (25) days after the conclusion of the formal hearing the written recommendations of the committee will be presented to the hearing officer, the affected faculty member, the President, and the Association.

4. FINAL DECISION BY THE BOARD OF TRUSTEES

The case shall be reviewed by the Board of Trustees as follows:

- a. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.
- b. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
- c. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision-maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision and the effective date of dismissal.

5 EFFECTIVE DATE OF DISMISSALS

The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees.

6 APPEAL FROM FINAL DECISION

Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of that decision. The filing of an appeal shall not stay enforcement of the decision of the Board

E. SUSPENSION

Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected faculty member or others is threatened by her or his continuance. Any such suspension shall be with pay.

F. PUBLICITY

Except for such simple announcements as may be required covering the time of the hearing and similar matters no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed.

G. COMPOSITION OF DISMISSAL REVIEW COMMITTEE

The Dismissal Review Committee shall be established no later than October 15 of any academic year. The members shall include one (1) administrator chosen by the President, one (1) full-time student chosen by the Student Association in such manner as the members thereof shall determine, and three (3) faculty members representing the faculty who shall be elected by a majority of the full-time faculty acting as a body. These election(s) shall be conducted by the President of the Association. The faculty members on the initial Dismissal Review Committee shall serve a one-year, two-year and three-year term respectively. Subsequent elections shall be for three-year terms so that the committee members shall have staggered terms.

In no case shall a member of the committee sit in judgment of her or his own case, or the case of her or his spouse.

In the event there is a vacancy on the committee, a replacement shall be selected within fifteen (15) days of the vacancy in the manner outlined above.

H. TIME LIMITS

The term "days" as used in this section refers to calendar days. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

I. SPECIAL PROVISION

Upon written mutual consent between the affected faculty member and the Board of Trustees, appeal rights outlined in Article X, Section V.D. may be waived in favor of final and binding arbitration.

SECTION VI - REDUCTION-IN-FORCE**A. OBJECTIVE**

The objective of the reduction-in-force policy and procedure is to provide an orderly method by which the number of faculty can be reduced under the circumstances defined below. At the same time the method of reduction shall result in the retention of those faculty members and faculty positions regarded by the Board as comprising the work force mix that will best accomplish the goals and objectives of Bellevue Community College.

B. DEFINITION Reduction-in-force shall mean either of the following

1. Elimination or reduction of financing or elimination or reduction of program.
2. State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13, para.1 under the following conditions:

- a. reduction of allotments by the Governor pursuant to RCW 43.88.110(2), or
- b. reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

C. REDUCTION-IN-FORCE UNITS AND PROCEDURE FOR ASSIGNMENT

1. Reduction-in-force units shall be established as follows and each tenured faculty member holding a probationary or temporary faculty appointment shall automatically qualify for assignment to any reduction-in-force unit in which one-third or more of the faculty members' current assignment(s) are performed (not to exceed two (2) units).

The College shall provide the opportunity for each faculty member to claim rights to one additional reduction-in-force unit in October of any year based upon the following criteria:

- a. the faculty member possesses a Bachelor's degree or equivalent (45 quarterly credit hours) in the discipline, or
- b. the faculty member has taught a significant number of courses in the additional unit at the College within the last three academic years, or
- c. the faculty member has a major in the discipline or a Master/Ph.D. minor as identified by the graduating institution, or
- d. the faculty member has sufficient relevant work experience in the unit to qualify for vocational certification.

2. REDUCTION-IN-FORCE UNITS

Accounting
Administration of Criminal Justice
Anthropology
Art
Associate Degree Nursing
Astronomy
Biomedical Photography
Business Administration
Communications
Continuing Ed. Nursing
Counseling
Dance
Data Processing
Diagnostic Ultrasound
Drafting/Engineering Technology
Drama
Early Childhood Education
Economics
Engineering - Transfer
English
Environmental Horticulture
Fashion Merchandising
Foreign Language
General Business
Geography
Graphic Arts
History

Health Education
 Home Economics/Consumer Ed
 Interior Design Technology
 International Studies
 Library
 Life Sciences
 Marketing
 Mathematics
 Media Technology Program
 Music
 Office Professions
 Parent Education
 Philosophy
 Physical Sciences
 Political Science
 Pre-Physical Education
 Psychology
 Radiologic Technology
 Real Estate
 Recreation Technology
 Sociology
 Speech
 Welding and Related Technologies

Additional reduction-in-force units may be created to reflect new programs after consultation with the Association pursuant to Article VII, Section I.

3. Reduction-in-force unit lists shall be developed annually by the President. Each faculty member shall be ranked in the appropriate reduction-in-force unit(s) in accordance with the seniority procedures defined herein. These lists shall be published and/or posted on or before November 10 of each year. Any disputes regarding reduction-in-force unit assignment(s) shall be submitted to expedited arbitration utilizing the American Arbitration Association.

D. ORDER OF REDUCTION

If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction shall be based on seniority

E. SENIORITY

1. DEFINITION

Seniority shall be based on the number of years of employment beginning with the date of the signing of the first full-time faculty contract for the most recent period of continuous full-time service at the College and shall include leave of absence, sabbatical, lay-offs and faculty members employed by District 405 prior to July, 1967. The person with the highest number of qualifying years shall be the most senior in the case of ties, seniority shall be determined in the following order:

- a. First date of the signature of a letter of intent to accept employment or, first date of signature of an Employer Contract, whichever is earlier
- b. First date of application for employment.

2. FACULTY/ADMINISTRATIVE APPOINTMENT

Seniority for a faculty member who has assumed an administrative role shall be determined by the procedure set forth above as long as the faculty member, as part of her/his regular contract, continues to function as a faculty member at no less than 2/9 regular faculty load for her/his division. In the case of a faculty member who moves to an administrative position without continuing a 2/9 faculty assignment as part of her/his regular contract, seniority shall remain at the same level as when the faculty member moved to an administrative post. If the same

member returns from administration to full time faculty assignment or assumes a 2/9 or more faculty load as part of her/his regular contract, seniority shall continue from the seniority level the member had reached when s/he moved to an administrative post.

F. IMPLEMENTATION OF REDUCTION IN FORCE

1. PRELIMINARY PROCEEDINGS CONCERNING REDUCTION-IN-FORCE

- a. When the President determines that a reduction-in-force is necessary based on B.1. above, and has selected the affected faculty member(s) to be reduced, the initial step shall be for the President to meet with the affected faculty member and discuss the proposed reduction-in-force with the individual faculty member in personal conference which shall be an informal proceeding for purposes of RCW 28B.19. The matter may be resolved at this step by use of alternatives such as reassignment, leave of absence, retirement, resignation, etc.
- b. When the Board of Trustees determines that a reduction-in-force is necessary for the reasons set forth in B.2. above, the President shall select the affected faculty member(s) to be reduced and meet with the faculty member in personal conference, which is an informal proceeding for the purpose of RCW 28B.19, to discuss the proposed reduction-in-force. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.
- c. The Association shall be notified in writing at least one workday prior to all meetings held pursuant to 1, a. or b., above.

2. FORMAL PROCEDURES RELATING TO REDUCTION-IN-FORCE OF A FACULTY MEMBER

The formal procedure relating to dismissal of faculty members (Section V D.) and Section VI (F.G., and H.) of this Article shall be followed except as modified below:

- a. "Dismissal shall be replaced by "Reduction-in-Force."
- b. In the case of a reduction-in-force for the reasons set forth in B.1. above, the statement required by D.1.d. shall include the grounds for reduction-in-force as delineated in B.1 and the basis for selection of the affected faculty member. In the case of a reduction-in-force for reasons set forth in B. above, this shall clearly indicate the separation is not due to the job performance of the faculty member and hence is without prejudice to such faculty member and, in addition, shall indicate the basis for reduction-in-force as one or both of the reasons set forth in B.2. above. In either event the notice must also indicate the effective date of separation from service.
- c. In the case of a reduction-in-force for reasons set forth in B.2. above, at the time of a faculty member or members' request for formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer required pursuant to D.3.a. in the manner provided in RCW 28A.58.455(4), said employee therein being a faculty member for the purposes hereof, and said Board of Directors therein being the Board of Trustees for purposes hereof. Provided, that where there is more than one faculty member affected by the Board of Trustees reduction-in-force, such faculty members requesting hearing must act collectively in making such request, provided

- further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the College and the faculty member or faculty members requesting hearing.
- d. The responsibilities of the hearing officer pursuant to D.3.b (11) shall be completed within ten (10) days in the case of a reduction-in-force for reasons set forth in B.2. above.
 - e. The responsibilities of the Dismissal Review Committee pursuant to D.3.c.(5), shall be completed within seven (7) days in the case of a reduction-in-force for reasons set forth in B.2. above.
 - f. The hearing officer shall consolidate individual reduction-in-force hearings into a single hearing. Only one such hearing for the affected faculty member(s) shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.
 - g. In the case of a reduction-in-force for reasons set forth in B.2. above, the formal hearing shall be concluded by the hearing officer within sixty (60) days after written notice of the reduction-in-force has been issued to the affected faculty member. The only issue to be determined shall be whether the particular faculty member or members advised of severance are the proper ones to be terminated.
 - h. In the case of a reduction-in-force for reasons set forth in B.2. above, failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract in the case of a reduction-in-force for reasons set forth in B.2. above, separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

G. RECALL RIGHTS

1. Faculty members who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below.
2. Recall list(s) shall be created and maintained by the College for each affected reduction-in-force unit. The names of each affected faculty member shall be placed on the appropriate reduction-in-force unit list(s) according to seniority.
3. Recall shall be in reverse order of reduction-in-force by reduction-in-force unit(s) to a faculty position, either newly created or a vacant full-time position.
4. The right of recall shall extend three (3) calendar years from the effective date of reduction-in-force.
5. Each rified faculty member shall keep the college Personnel Office informed of any change in address.
6. New hires shall not be employed to fill full-time faculty vacancies unless there are no qualified faculty members on the applicable reduction-in-force unit recall list(s) to accept the vacancies.
7. A rified faculty member shall have fifteen (15) working days to respond following actual receipt of written notice of an offer of recall to a full-time position. If the individual fails to respond, her/his recall rights shall be waived.

8. A rified faculty member who obtains additional certification, qualifications, or retraining while on a recall list(s) shall be entitled to update her/his records with the Personnel Office. An individual on recall may change her/his designation of reduction-in-force unit(s) during the first week in October of each year by meeting the qualifications in C. above.
9. A faculty member on recall shall have the first right of refusal to any part-time assignments in her/his reduction-in-force unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein shall require the District to consolidate part-time positions into a full-time position. In the instances where a full-time faculty member is on recall status the number of part-time assignments, if any, made in the applicable reduction-in-force unit shall not be increased over the number in existence at the time of reduction-in-force by more than the equivalent of one-half (1/2) of a full-time load.
10. Upon recall, a faculty member shall retain all benefits such as sick leave, tenure, retirement, and seniority which had been accrued to the date of reduction-in-force.
11. The College shall notify the Association, in writing, of all employment offers made to faculty on recall and the final outcome of such offers.

H. SPECIAL PROVISIONS

1. Upon the request of a faculty member laid off for reasons of this policy, the College President shall write a letter to other institutions of the Northwest stating: (1) the reasons for said layoff, (2) the qualifications of the affected faculty member, and (3) any other pertinent information which may be of assistance in securing another employment position.
2. Excluding reduction-in-force unit assignment pursuant to Section VI.C. and seniority calculations pursuant to Section VI.E. no application of the terms or procedures of this Section shall be subject to the grievance procedure of this Agreement.
3. Upon written mutual consent between the faculty member and the Board of Trustees, appeal rights outlined in Article X, Section V.D. may be waived in favor of final and binding arbitration.
4. Nothing herein shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.
5. Excluding applications of B.2. above, tenured faculty laid off will be given a minimum of sixty (60) calendar days notice.

SECTION VI I - TENURED FACULTY EVALUATION

A. PURPOSE

The Performance Appraisal System at Bellevue Community College is designed for the purpose of evaluating faculty for

1. Enhancing professional growth and performance
2. Maintaining satisfactory job performance

B. SPECIFIC OBJECTIVES

1. To recognize those individuals who are performing in an outstanding manner.

2. To recognize individuals who are performing at a satisfactory level.
3. To identify individuals whose performance results are unsatisfactory/or needs improvement.
4. To help faculty who need or desire assistance with aspects of their job.
5. To provide an adequate and sound basis for personnel actions.

C. AREAS OF FACULTY EVALUATION

1. TEACHING/COUNSELING/LIBRARIANSHIP

a. Teaching

For those faculty who are in a classroom setting where the primary faculty responsibility is teaching. Teaching includes course preparation, implementation and evaluation.

b. Counseling

For those faculty who are in a counseling setting where the primary area of responsibility includes such items as general ability to relate to students, assess student needs, establish an appropriate and timely contact, knowledge and skill in counseling techniques and strategies, and knowledge of appropriate information and referral resources.

c. Librarianship

For those faculty who are in a library setting where the primary areas of responsibility are library usage, which includes knowledge of the collection and reference tools, implementation (user/librarian contact) and collection development.

2. ADVISING

Faculty are expected to advise students as appropriate to their job description.

3. SERVICE TO THE COLLEGE

Faculty are expected to participate in college-wide and organizational unit activities.

4. PROFESSIONAL DEVELOPMENT

Faculty are expected to continue professional growth.

5. SERVICE TO THE COMMUNITY

Two of the goals of Bellevue Community College are: to respond to community needs, and to cooperate in community development. Faculty are expected to provide services to the community as appropriate to their position description.

D. PROCESS AND PROCEDURES FOR EVALUATION OF TENURED FACULTY

1. EVALUATION PROCESS

All tenured faculty shall be evaluated once every four (4) years. Twenty-five percent (25%) of the faculty in each organizational unit shall be selected for evaluation each year by random lottery. The basis for evaluation shall be the criteria in Appendix A.

2. EVALUEES'S RESPONSIBILITY

It is the evaluatee's responsibility to analyze all data pertaining to peer evaluations, student evaluations (where appropriate), administrative evaluation(s) and the self-evaluation. The evaluatee shall be responsible for writing a summary statement. The evaluatee summary shall be sent to the OUA along with all other pertinent data.

3. ORGANIZATIONAL UNIT ADMINISTRATOR'S RESPONSIBILITY

During spring quarter it is the OUA's responsibility to inform those faculty members that will be evaluated spring quarter of the following academic year. It is the OUA's responsibility or her/his designee(s) to obtain the student evaluations. The OUA or her/his designee(s) shall have the student evaluations processed and written comments by students shall be typed on a separate sheet of paper. At the conclusion of the quarter a copy of the student evaluation summaries and their written comments shall be forwarded to the evaluatee.

It shall also be the OUA's responsibility or her/his designee(s) to tabulate all peer evaluations and to provide on a separate sheet of paper all written comments. The OUA shall be responsible for forwarding a copy of the tabulated peer evaluations along with all written comments to the evaluatee.

Once the OUA has received the evaluatee's summary from the evaluatee it shall be her/his responsibility to examine all documentation including the evaluatee's summary statement, peer evaluations, student evaluations, administrative evaluation(s), and the evaluatee's self-evaluation, and then write the summary evaluation statement.

4. DATA ACQUISITION

The evaluatee's summary shall be developed by gathering data from the following sources:

a. Self-Assessment (Form A)

The evaluatee's self-assessment shall be completed by the end of the sixth week of Winter Quarter and sent to the OUA or her/his designee.

b. Peer Evaluation (Form B)

Peer evaluations shall be obtained from six (6) annually-contracted faculty peers. Those faculty to whom peer evaluations shall be sent should include two peers, if possible, from each of the three (3) categories below:

- 1) Annually-contracted faculty from the evaluatee's program/department; and
- 2) Annually-contracted faculty outside the organizational unit; and
- 3) Annually-contracted faculty within the organizational unit.

The distribution shall be determined by the evaluatee in consultation with the OUA. Peer evaluations shall be sent to the OUA or her/his designee. The OUA will facilitate the tallying of responses in accordance with Form B categories. A typed copy of the peer summaries along with all written comments shall be forwarded to the evaluatee by the end of the sixth week of Winter Quarter. The evaluatee shall address the peer evaluations in her/his evaluation summary.

c. Administrator Evaluation Form (Form C)

An administrative evaluation shall be obtained from the OUA, who will forward her/his evaluation to the evaluatee by the end of the sixth week of Winter Quarter. If the evaluatee's workload requires that she/he work within more than one organizational unit, then evaluations shall be obtained from the appropriate administrators.

d. Student Evaluation (Forms D, E, F, G)

Student evaluations from the previous four (4) years or twelve (12) regular academic year quarters shall be collected from the evaluatee's classes by the OUA or her/his designee. Eight (8) sections, two (2) per year, shall be chosen at random at the beginning of each Fall Quarter for this evaluation process. Standardized evaluation forms shall be used; those classes taught in a lecture/discussion mode shall administer Form D, while those classes presented through lab/clinical approaches shall be administered Form E. Evaluatees may supplement these forms with individually tailored student evaluation instruments.

Counselors who are assigned classes shall use one of the standardized evaluation forms (Form D or Form E) for student evaluation. A minimum of four (4) sections, one(1) per year, shall be chosen at random for this evaluation process. For their individual counseling functions, counselors shall solicit student feedback on Form F.

Librarians who are assigned classes shall use one of the standardized evaluation forms (Form D or Form E). Evaluations from students who receive a librarian's assistance or service shall be solicited on Form G.

The OUA, or her/his designee, shall have the student evaluations processed and have compilation of all students' comments typed. By the end of the first week of spring Quarter student evaluation summaries and a compilation of student comments shall be forwarded to the evaluatee.

e. EVALUEE'S SUMMARY (No Form Provided)

Upon receipt of the peer evaluation summary, the administrator's evaluation, the student evaluation summary results and compiled comments, the evaluatee shall write a summary of no more than one (1) page. The evaluatee shall consider her/his self-assessment in addition to the summaries and administrator evaluation(s). The summary shall identify strengths and weaknesses or areas where faculty performance might be improved as suggested by the data.

The evaluatee shall send all evaluative data to the OUA no later than the end of the second week of Spring Quarter.

f. SUMMARY EVALUATION STATEMENT

The OUA shall review the Evaluatee's Summary and accompanying data. S/he shall review them using Form H. The OUA shall draft conclusions about the faculty member's performance, and recommendations thereto, which are clearly and reasonably supported by the data.

In addition to the conclusions, recommendations, or development plans s/he considers appropriate to the evaluation results, the OUA shall rate the evaluatee's overall faculty performance as either 1) outstanding, 2) satisfactory, or 3) unsatisfactory

This draft of the Summary Evaluation Statement shall be shared during a meeting of the OUA, the evaluatee, and a third party if desired by the evaluatee. The evaluatee shall be free to examine this draft thoroughly and question the conclusions and recommendations stated therein. A final draft of the Summary Evaluation Statement will be written following this meeting, and this draft will be forwarded to the evaluatee on or before

May 6. The evaluatee shall sign, date and return the Summary Evaluation Statement within two days of receipt of the final draft. The OUA shall send this statement within two (2) days of receipt to the Dean of Instruction for review and subsequent inclusion in the evaluatee's Personnel file.

5. RECORDS DISPOSITION

The Dean of Instruction or her/his designee shall forward the original evaluation statement to the evaluatee's personnel file. The first copy is sent to the evaluatee and the second copy is forwarded to the OUA. The OUA shall be responsible for insuring the destruction of all other materials related to the evaluation process.

6. PROCEDURES FOR AN UNSATISFACTORY EVALUATION

An evaluation committee shall be established for those evaluatees whose evaluation is unsatisfactory. The evaluation committee shall consist of the OUA, one full-time faculty member selected by the evaluatee and one full-time faculty member selected from the organizational unit who is mutually agreed to by the OUA and the evaluatee. The evaluation committee shall select its own chair.

The evaluation committee shall work with the evaluatee to develop a plan of action for improving the evaluatee's overall performance for the ensuing three (3) teaching quarters. The primary goal of the evaluation committee is to assist the evaluatee in shifting her/his performance to satisfactory.

The evaluation committee is to meet with the evaluatee a minimum of two times each quarter. The committee chair or her/his designee shall take minutes at all meetings. The evaluation committee shall point out areas needing improvement, areas of strengths and change the plan of action as needed. At the end of the first and second quarter a summary analysis of less than two pages shall be provided to the evaluatee and the Dean of Instruction. Each summary analysis shall be written by the OUA with the assistance of the evaluation committee.

By the end of the third teaching quarter an evaluation statement, using Form H, shall be written by the OUA with the assistance of the evaluation committee. The evaluation statement need only address those areas deemed "unsatisfactory" in the original evaluation. Data (as judged appropriate by the evaluation committee) may be collected from the usual sources (students, peers, administrator(s) and evaluatee).

This draft of the Summary Evaluation Statement shall be shared during a meeting of the OUA, the evaluatee and a third party if desired by the evaluatee. The evaluatee shall be free to examine this draft thoroughly and question the conclusions and recommendations stated therein. A final draft of the Summary Evaluation Statement shall be written subsequent to this meeting, and this draft will be forwarded to the evaluatee on or before May 6. The evaluatee shall sign, date and return the Summary Evaluation Statement within two (2) days of receipt. The OUA shall send this statement within two (2) days of receipt to the Dean of Instruction

The Dean of Instruction shall forward the original evaluation statement to the evaluatee's personnel file. The first copy shall be returned to the evaluatee and the second copy is forwarded to the OUA within ten (10) days of receipt of the evaluation statement.

If the evaluatee's overall performance is rated "satisfactory" or "outstanding" then the evaluatee returns to the regular evaluation process and she/he will not be re-evaluated until the end of the third year. This shall place the evaluatee back on the regular schedule of being evaluated once every four (4) years. The OJA shall be responsible for insuring the destruction of all evaluation materials related to the evaluative process with the exception of the evaluation statement.

If the evaluatee is still rated in the overall performance category as "unsatisfactory" then the OUA shall forward a copy of all evaluation documentation to the Dean of Instruction. Based upon the documentation and the recommendation of the OUA the Dean of Instruction shall undertake one of the following actions: 1) to have the evaluation committee continue to work with the evaluatee for a specified number of quarters, or 2) to make appropriate recommendation to the President.

7. EVALUATION GRIEVANCE PROCEDURE

- a. Grievances regarding evaluation shall be limited to arbitrary, capricious, or discriminatory actions on the part of the OUA.
- b. The evaluatee may file a written grievance with the Dean of Instruction. The Dean of Instruction shall hold a meeting to hear the grievance within five (5) days of the filing. A written response shall be given to the grievant within three (3) days of the meeting.
- c. If the grievant is not satisfied with the disposition of her/his grievance at Step One, the grievance may be referred to the College President within five (5) days. The college President shall arrange for a Step Two meeting with the grievant and/or the Association, to take place within ten (10) days of her/his receipt of the appeal. The grievant(s) shall have the right to include in the presentation witnesses or representatives as they deem necessary to develop facts pertinent to the grievance. Upon the conclusion of the meeting, the College President shall have ten (10) days to provide her/his written decision, together with reasons for said decision, to the grievant and the Association. This shall be the final step.

8. SPECIAL PROVISIONS

- a. Evaluations shall not be considered disciplinary actions
- b. No faculty member shall be dismissed pursuant to Article X, Section V, B, 1 while in an extension year pursuant to an unsatisfactory evaluation. Nothing in this section shall be construed to diminish the rights of the District in any other matter
- c. Nothing herein shall preclude a faculty member from requesting special assistance at any time

ARTICLE XI - WORKLOAD AND FACULTY RESPONSIBILITIES

SECTION I - ANNUAL CONTRACT YEAR

A. CONTRACTUAL DAYS

The annual contractual year shall be one hundred seventy four (174) days. At least one hundred fifty-nine (159) of such

days shall be included in the instructional calendar. A minimum of six (6) days shall be designated by the President of the College as specified, but not limited to the list below. Six (6) days shall be designated by the appropriate Organizational Unit Administrator, three (3) of which may be utilized as individual preparation days during each year.

1. Preparation activities
2. Regular curriculum development work
3. College governance activities
4. Institutional committees.
5. Special student activities.
6. Equipment and capital planning
7. Operational budget planning.
8. Student advising.
9. Other appropriate professional duties
10. Special projects which may include

- a. Activities required for establishing new program starts
- b. Preparation of special instructional areas requiring inventory and equipment planning.
- c. Development of grant requests
- d. New program identification
- e. Development and packaging of software for units for individualization of instruction.
- f. Development of film loops, slide films and other visual aids.
- g. Development of course curriculum and/or support services for proposed new programs.
- h. Other appropriate projects.

B. CONTRACT YEAR

The one hundred seventy-four (174) days for the 1987-1988 academic year shall commence on September 14, 1987. Presidential and organizational days already served and as approved by the Organizational Unit Administrator shall be recognized as part of the one hundred seventy-four (174) day contract year.

C. CALENDAR COMMITTEE

Two (2) faculty members shall be members of a Calendar Committee which shall submit recommendations to the President by January 30 of the applicable year regarding the instructional calendar.

SECTION II - GENERAL FACULTY RESPONSIBILITIES

It is understood that a variety of professional tasks must be completed by the faculty, in addition to their primary faculty assignments, if the College is to achieve its objectives. These include student advising, informal student contacts outside the classroom, membership and participation in College committees and councils, participation in community-centered functions, and other appropriate related responsibilities as assigned by the Organizational Unit Administrator.

SECTION III - FACULTY LOAD STANDARDS

A. ASSIGNMENT

Within the limitations and guidelines recommended below the assignment of equitable loads for all faculty members is the responsibility of the appropriate Dean working in conjunction with the appropriate Organizational Unit Administrator, Program Chairpersons and faculty.

B. VARIABLES

The variables which may be considered in assigning full-time annual loads shall include, but not be limited to, individual faculty capabilities, class size, number of preparations, limitations of facilities, availability of classified or student help, extracurricular assignments, learning resource assignments, counseling assignments, types of classes, modes of instruction, team teaching, development of new courses, evening and off-campus classes, industry and/or advisory committee consultations. Implementation of this subsection shall be subject to the provisions of Article VII, Section I, A.

C. BASIC STANDARDS

The basic standard with which the above variables are measured shall be actual contract hours, whether spent in lecture, laboratory, or counseling or learning resources assignment.

D. ANNUAL BASIS

The full-time load shall be computed on an annual basis.

E. ANNUAL LOAD

The normal faculty full-time load shall be three (3) times the normal quarterly load (15 CHE) or 45 CHE annually. The annual full-time load may be plus or minus two credit hour equivalents (2 CHE), providing a range of 43-47 credit hour equivalents for the regular academic year.

F. MODES OF INSTRUCTION/PROFESSIONAL LOAD FACTOR

Category Definitions

1. GENERAL LECTURE/DISCUSSIONS

Class time is spent on presentation of the course subject matter with appropriate involvement of student discussion and/or problem solving. The instructor spends additional time outside of class preparing for class lecture, assessment of student progress, up-dating of course curriculum, and other professional responsibilities.

Credit Hour Equivalent: 1 X Hours Scheduled CHE

2. INSTRUCTION-STANDARD LABORATORY

A portion of class time is devoted to lecturing and preparing students for experiments and/or activities; the remainder of the time is spent supervising and assisting students who are working on laboratory experiments or exercises. The instructor also spends time outside of class preparing for class, evaluating student work on assignments and examinations, and working with students.

Credit Hour Equivalent: .80 X Hours scheduled CHE

3. INSTRUCTION - OPEN LABORATORY

Class time is spent supervising student work on laboratory experiments and exercises or other activities. The instructor also spends time outside of class preparing for class, evaluating student work on assignments and examinations, and working with students.

Credit Hour Equivalent: .67 X Hours Scheduled CHE

4. INSTRUCTION - SUPERVISES WORK/CLINICAL

Students are involved in practical work experience which the instructor supervises in conjunction with personnel in the working location. This includes practicums and cooperative education stations in the working location.

Credit Hour Equivalent: .50 X Hours Scheduled CHE

5. INDEPENDENT STUDY

Supervision and instruction of students on an individual basis for independent credit courses (e.g., Art 191, Individual Projects in Art). For computation purposes students must be enrolled as a matter of record on the 10th day of the quarter.

Credit Hour Equivalent: .07 X Number of Student Credits CHE

6. ENGLISH COMPOSITION

English 101, 102.

Credit Hour Equivalent: 1.1 Hours Scheduled CHE

7. OTHER

Variables as assigned by the appropriate administrator consistent with Section B. above. To cover those disciplines where quantitative workload standards have not been established, e.g., nursing.

8. COUNSELORS-LIBRARIANS

A full-time professional load in this mode is 35 hours a week of scheduled time.

9. ASSIGNED, MATRICULATED ADVISEES

Each faculty member may be assigned 0-50 advisees as part of the normal load. Each additional 25 or portion thereof over the normal 50 shall equal one CHE.

G. OFFICE HOURS

Full-time instructional faculty contracted annually shall maintain a posted five-hour (5) minimum office schedule each week. Faculty members contracted (annually) for less than full-time are expected to maintain office hours proportional to the percentage of their contract is to a full-time contract (half-time contract equals two and one-half office hours) (2-1/2 hours).

The specific office hours will be determined by the faculty member's teaching schedule and shall receive the concurrence of the appropriate Organizational Unit Administrator. It is understood that office hours will vary according to class schedule.

H. SPECIAL PROVISIONS

1. EXCESS WORKLOAD

Workloads which exceed the standards outlined above may be voluntarily taken by faculty members. Loads which exceed 47 CHE may be mandatorily assigned provided such assignment is required to maintain a full load and the Association is notified. Courses taught during night school (or any day school if the instructor has a night assignment) shall be paid in accordance with H.3 below. The assumption of excess workloads shall not require the District to pay the faculty member an extra salary amount unless there shall have been a written agreement approved in advance to pay such amount.

2. ASSIGNMENT OF COURSES

The Dean of Instruction or her/his designee will assign courses to the appropriate mode categories after consultation with the appropriate faculty members. Program Chairperson, Organizational Unit Administrator and Instructional Cabinet.

3. ASSIGNMENT SPAN

Excluding instances required to maintain a full load, full-time faculty shall be assigned class schedules within a seven-hour (7) assignment span each day within the weekly

assignment being scheduled within five (5) consecutive days

4 SUMMER ASSIGNMENTS

Upon mutual agreement between the individual faculty member and the OUA with the approval of the Dean of Instruction, Summer Session assignments may count as part of a full-time contracted load. Full-time faculty utilizing summer quarter as part of their regular assignment under the provisions of Sections I, II, and III above shall have the number of contract days, duties and responsibilities adjusted on an individual basis between the faculty member and the OUA to conform with section I, A above. The Association shall be apprised in a timely manner of the nature and scope of such arrangements.

I COMPENSATION

1 Faculty whose workloads exceed 47 CHE shall be compensated at the rate of \$283.00 per CHE (\$292.00 effective 01/01/89)

2 Faculty assignments outside the seven hour (7) span and not credited for full-time load purposes shall be paid in accordance with the part-time faculty salary schedule

J CLASS SIZE

1 The Board and the Association recognize that class size is a critical component in providing quality education and maintaining standards of excellence

2 The administration shall consult with potentially impacted faculty and notify the Association prior to the implementation of any general increase in class sizes during the duration of this Agreement.

3 Beginning fall quarter 1987, the College and the Association hereby appoint a committee to study the following

- a Class size and
- b Workload related to nursing, science labs and small programs

The committee shall be comprised of faculty members appointed by the Association President and administrators appointed by the College President. The majority of the committee shall be faculty. Recommendations shall be made to the College President and the Association President by December 10, 1988. The recommendations and any interim reports shall also be transmitted to the Board of Trustees.

ARTICLE XII - SALARIES AND BENEFITS

SECTION I - FULL-TIME FACULTY SALARY

A INCREMENTS AND ADVANCEMENTS

1 INCREMENTS

In recognition of performance effectiveness each academic year of teaching, counseling or librarianship experience shall move the faculty member one step (increment) vertically down on the Salary Schedule.

2 ADVANCEMENTS

An annually contracted faculty member shall be advanced to the next higher column of the Salary Schedule consistent with Article X, Section III.

3 DIAGONAL MOVEMENT

Faculty members who are advanced shall not be awarded an increment (vertical step) in addition to their advancement.

4 GRANTS

Faculty members who are awarded a grant (NEH, NSF, Fulbright, Guggenheim, etc.) from either a public or private agency, shall receive applicable advancements and/or increments provided that participation is pursuant to formally approved leave of absence.

5 Payment of increments or advancements pursuant to 1 or 2 above for the 1985-1986 academic year shall become effective Fall Quarter, 1986. All retroactive payments shall be paid on or before July 10, 1987. Payment of increments or advancements pursuant to 1 or 2 above for the 1986-1987 year shall become effective March 1, 1988. Payment of increments or advancements pursuant to 1 or 2 above for the 1987-88 year shall become effective January 1, 1989.

B SALARY INDEX

Step	A	B	C
1	1 0000	-	-
2	1 0650	1 1138	-
3	1 1138	1 1789	1 2357
4	1 1626	1 2357	1 3008
5	1 2114	1 2927	1 3658
6	1 2601	1 3495	1 4309
7	1 3089	1 4065	1 4958
8	1 3576	1 4634	1 5609
9	1 4065	1 5203	1 6259
10	1 4553	1 5772	1 6911
11	1 5040	1 6341	1 7562
12	1 5993	1 6911	1 8211
13	-	1 8003	1 8862
14	-	-	2 0297

C FULL-TIME SALARY SCHEDULE - EFFECTIVE MARCH 1, 1987

Step	A	B	C
1	16 532	-	-
2	17 607	18 413	-
3	18,413	19 489	20 429
4	19 219	20 429	21 504
5	20,026	21 371	22 579
6	20 832	22,310	23,655
7	21 638	23 252	24 729
8	22 444	24,192	25 804
9	23 252	25,133	26 880
10	24 058	26,074	27 957
11	24 864	27 014	29 033
12	26 440	27,957	30 106
13	-	29 763	31 182
14	-	-	33 556

Faculty in column A of the September 1, 1986 salary schedule will be moved to column A of the March 1, 1987 salary schedule at their appropriate placement.

- D. 1. Effective March 1, 1988, the above schedule shall be increased on a percentage basis utilizing funds remaining from the legislative salary appropriation after payment of increments or advancements pursuant to Section I, A above.
2. Effective January 1, 1989, the March 1, 1988 schedule shall be increased on a percentage basis utilizing funds remaining from the legislative salary appropriation for full-time academic employees after payment of increments or advancements pursuant to Section I, A above.

SECTION II - PART-TIME FACULTY SALARY PROGRAMS

A. COURSE COLUMN DETERMINATION

Each course shall be evaluated by the Organizational Unit Administrator as to appropriate Column -- I, II, or III. This evaluation shall be recommended to the Dean of Instruction and may be reviewed by the Instructional Cabinet. Final column determination shall be made by the Dean of Instruction. The evaluation shall be determined as follows:

- Column I: Courses of a clinical nature.
 Column II: Continuing education courses and courses with little or no formal evaluation of the student.
 Column III: College credit courses and required high school completion courses.

B. HOURLY SALARY SCHEDULE

EFFECTIVE SPRING QUARTER, 1987

Step	I	II	III
Base Rate	13.00	19.50	26.00
Affiliated Rate	14.80*	22.23*	30.67*

EFFECTIVE JANUARY 1, 1989

Step	I	II	III
Base Rate	13.39	20.09	26.78
Affiliated Rate	15.24*	22.90*	31.59*

*All part-time faculty on Steps 6 or 7 of Columns I, II, or III during or before Spring Quarter, 1987 will be grandfathered to the Affiliated Rate. Full-time faculty members with more than five (5) years full-time or part-time service shall be advanced to the Affiliated Rate.

C. IMPLEMENTATION OF PROGRAM

1. NO REGRESSION

No faculty member employed on an hourly basis in the previous academic year will be paid at a lower hourly rate for the duration of the contract.

2. EXTRA CONTRACT TIME

A course may be awarded extra contract time by the Dean of Instruction for work over and above actual class work upon recommendation by the appropriate Division Chairperson.

3. SPECIAL CASES

- a. For teaching, curriculum development or other special projects for which normal classroom contact hours are not applicable, salaries (including community service) shall be determined by the appropriate Dean. Either party to this Agreement may bring up for discussion, development of guidelines for such

- salaries that do not conform to the part-time salary schedule in accordance with Article VII, Section I.
- b. Paraprofessional replacement personnel, interns, and graduate degree candidates may be hired, according to required skill levels to enable the Sabbatical Leave program to conform to Council of Higher Education guidelines.

SECTION III - OTHER REMUNERATION AND BENEFITS

A. SUMMER SCHOOL

Summer school activities shall be paid in accordance with the part-time hourly schedule.

B. PERSONAL VEHICLE USAGE

Any faculty member who uses her/his own personal vehicle for transportation to and from a facility that is being used for institutional or related academic activities shall be compensated in accordance with applicable statutes provided the policy regarding use of District vehicles has been followed.

C. SALARY PAYMENT PLANS AND WITHHOLDING

1. SALARY PAYMENT PLANS - Full-time Faculty see Article I, M.1, e-c. Annually contracted faculty shall be paid semi-monthly in equal warrants beginning September 25, of any year according to their choice of one of the following plans:

PLAN I (Regular) Annually contracted faculty members, upon their choice, shall be paid 1/19th of the balance of their annual contract starting September 25 and continuing through June 25.

PLAN II (Balloon) Annually contracted faculty members, upon their choice, shall be paid one-twenty-fourth (1/24) of the balance of their annual contract starting September 25 and continuing through June 25. The balloon summer payment of 1/4 of the annual contract shall be paid on June 25.

2. PART TIME FACULTY SALARY PAYMENT

During Summer quarter, part-time faculty shall be paid one-half (1/2) of their contract on July 15 and one-half (1/2) on August 15. Payment dates for the 1987-88 year shall be as follows:

Fall Quarter, 1987 - October 30, November 15, and December 15.

Winter Quarter, 1988 - January 30, February 15, and March 15.

Spring Quarter, 1988 - April 30, May 15, and June 15.

Payment dates for the 1988-89 year shall be determined through the Calendar Committee process. Issuance of paychecks is contingent upon grades being submitted.

3. COMMUNITY SERVICE FACULTY - See Article XII, Section V, Par B.

4. WITHHOLDING

Such matters shall be handled in accordance with all applicable statutes including RCW 49.48.010.

D. PART-TIME FACULTY ORIENTATION SESSION

An orientation session at the beginning of Fall Quarter shall be offered by the appropriate OUA for all part-time faculty to be attended at their option.

SECTION IV - INSURANCE PLANS AND RELATED BENEFITS

A INSURANCE COVERAGE - GENERAL

The Board agrees to make available group, health, dental, life, optional and other appropriate insurance programs as established by the State Employees Insurance Board and shall contribute the maximum amount allowed by law per full-time and eligible part-time faculty per month per year.

B. PART-TIME

- 1 The President or his/her designee shall inform all part-time faculty working under quarterly agreements at the time of initial employment of the eligibility criterion established by the State Employees Insurance Board.
- 2 Part-time faculty working under quarterly agreements may participate in those plans offered by the State Employees Insurance Board in accordance with the eligibility and employer contribution rules established by the State Employees Insurance Board. These plans and rules shall be attached to each individual contract.

C OTHER GROUP INSURANCE PLANS

1 PLANS

- a Accident Insurance
- b. Life Insurance
- c Long-Term Disability Insurance (Salary Continuation)

2 PART-TIME BENEFITS

Part-time faculty under quarterly agreements may participate in those plans offered by the State Employees Insurance Board in accordance with the eligibility and employer contribution rules established by the State Employees Insurance Board.

D RETIREMENT OPTIONS

The Board shall make available to faculty retirement options as provided by statute as well as tax deferred annuity plans.

SECTION V - COMMUNITY SERVICE

A COMMUNITY SERVICE RATE

Effective Fall Quarter, 1987, the Community Service rate shall be \$16.00 per hour.

- B Community Service instructors shall be paid in a lump sum at the completion of the quarter.

SECTION VI - ACTIVITY STIPENDS

A MUSIC STIPENDS

ACTIVITY	Effective	Effective
	June 22 1987	Jan 1 1989
1 Director of concert choir	1,000	1,030
2 Director of vocal jazz band	1,000	1,030
3 Director of stage band	1,000	1,030

B ATHLETIC RELEASE TIME AND STIPENDS

	Release Time	Minimum Stipend	
		Not Full Time	
		Full Time	Effective
		Effective	Effective
		June 22, 1987	Jan 1 1989
Baseball	Head 25%	2,250	2,318
	Assistant 11%	1,250	1,288
Basketball, Men	Head 25%	2,250	2,318
	Assistant 11%	1,250	1,288
Basketball, Women	Head 25%	2,250	2,318
	Assistant 11%	1,250	1,288
Cross Country	11%	1,250	1,288
Golf	11%	1,250	1,288
Soccer, Men	Head 15%	1,750	1,803
	Assistant 5%	650	670
Tennis, Men	11%	1,250	1,288
Tennis, Women	11%	1,250	1,288
Track, Men & Women	Head 25%	2,250	2,318
	Assistant 11%	1,250	1,288
Men	Assistant 11%	1,250	1,288
	Assistant 11%	1,250	1,288
Women	Assistant 11%	1,250	1,288
	Assistant 11%	1,250	1,288
Volleyball, Women	Head 15%	1,750	1,803
	Assistant 11%	1,250	1,288
Athletic Trainer	20%	2,250	2,318

Stipends indicated herein are per individual participant. Nothing herein shall be construed to require the District to maintain such programs.

SECTION VII

A Excluding the community service increase effective Fall Quarter, 1987, all increments, advancements, and increases in this Article effective after July 1, 1987 are contingent upon receipt of funds appropriated by the legislature for such purposes.

B In the event that formal action occurs invoking Section 601 Sub-Section 12 of Substitute House Bill 1221, salary provisions contained herein alleged to violate such appropriation provisions shall be invalidated pending final resolution of the matter.

The District agrees not to bring or file suit to invalidate any provisions of this contract.

In the event of invalidation the contract will automatically be re-opened at the request of the Association.

ARTICLE XIII - NO STRIKE/NO LOCKOUT

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The employer agrees it will not lock any or all its employees during the term of this Agreement and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Agreement. Nothing herein shall be construed to mean the Board acknowledges the legality of such activities.

This provision shall be waived after August 31 of any year until ratification by the parties on any re-openable issues.

ARTICLE XIV - DURATION

- A. This agreement shall remain in force and effect from June 22, 1987 through August 31, 1989.
- B. Bargaining for a successor Agreement may begin on or after April 1, 1989.
- C. Articles in this Agreement relating to economics, fringe benefits or salaries may be opened for bargaining at any time in the event the Legislature of the State of Washington provides funds for such purposes not already contemplated by this Agreement.

SIGNED THIS 27th DAY OF August, 1987 AT BELLEVUE, WASHINGTON.

FOR THE ASSOCIATION:

Carol Mandt

Carol Mandt, BCCAHE President

George Long

George Long, Negotiator

Berthe Habib

Berthe Habib, BCCAHE Pres. Elect

Jim Harryman

Jim Harryman

M. Craig Sanders

Craig Sanders

Scott Winter

Scott Winter

FOR THE BOARD:

Patricia McGlashan

Patricia McGlashan, Chairman

Carol James

Carol James, Vice-Chairman

Henry Seidel

Henry Seidel

Richard Sorcello

Richard Sorcello

George Northcroft

George Northcroft

CRITERIA USED FOR AREAS OF TENURED FACULTY EVALUATION

A. TEACHING/COUNSELING/LIBRARIANSHIP

1. Teaching

For those faculty who are in a classroom setting where the primary faculty responsibility is that of teaching. Teaching includes course preparation, implementation (student/teacher contact) and evaluation (testing and grading).

- . Course preparation - includes but is not limited to the following:
 1. Provides up-to-date course syllabus, handouts, etc.
 2. Provides course materials that are clearly written and appropriate to course level.
 3. Defines course goals clearly for students.
 4. Chooses appropriate test materials to ascertain student knowledge.
 5. Recommends prerequisites for the course.
 6. Ensures goals appropriate to the needs of the students and purposes of the course.
- b. Implementation (student/teacher contact) - includes but is not limited to the following:
 1. Communicates effectively with students.
 2. Ensures that students feel free to ask questions and express their opinions.
 3. Treats students with respect.
 4. Shows interest in teaching course.
 5. Arrives well prepared for class consistently.
 6. Uses time well.
 7. Utilizes a variety of teaching methods and materials where appropriate.
 8. Maintains established office hours.
 9. Consults with students at other times upon request.
- c. Evaluation (Testing and Grading) - includes but is not limited to the following:
 1. Uses evaluation consistent with goals and objectives.
 2. Establishes clearly defined grading policies, procedures and standards.
 3. Provides prompt feedback and/or evaluation of student performance.
 4. Assigns grades fairly and impartially.
 5. Uses feedback from students to revise tests.
 6. Keeps current and accurate records of student progress.

2. Counseling

- a. General Ability to Relate to Students - includes but is not limited to the following:
 1. Provides a safe environment which fosters effective exploration, disclosure and cooperation.
 2. Shows empathy and respect for students and their frame of reference.
 3. Adapts counseling to a wide variety of students with respect to socioeconomic, cultural, age, sex, and personality differences and types of needs.
- b. Ability to Assess Student Needs and Develop an Appropriate and Timely Counseling Contract - includes, but is not limited to the following:
 1. Uses active listening skillfully and provides appropriate feedback for identifying student needs.
 2. Shows awareness of personal limitations and is able to make appropriate referrals and use of inter-professional collaboration to meet student needs.
 3. Determines the appropriate types of counseling necessary to bring about change or meet student needs.
 4. Encourages students to develop and clarify own goals and take responsibility to work toward solutions.
 5. Facilitates appropriate termination.

- c. Knowledge and Skill in Counseling Techniques and Strategies - includes but is not limited to the following:
1. Provides skillful test interpretation and is knowledgeable about the appropriate use of testing for personal, vocational or educational counseling.
 2. Utilizes skillful counseling techniques so that students progress toward stated goals (for example: reflects, inquires, paraphrases, clarifies, interprets, confronts, sets limits, summarizes, identifies cognitive and affective content).
 3. Formulates specific behavioral tasks where appropriate.
 4. Uses teaching and role-modeling skills to facilitate change.
 5. Evaluates progress of counseling and student outcomes in an effective and timely manner.
- d. Knowledge of Appropriate Information and Referral Sources - includes but is not limited to the following:
1. Utilizes appropriate career resources in vocational counseling.
 2. Utilizes current information about occupational trends, employment projections, and predictions about the future job market in specific fields of work.
 3. Utilizes campus and community referrals for off and on-campus referrals.
3. Librarianship
For those faculty who are in a librarianship setting where the primary areas of responsibility are library usage, which includes knowledge of the collection and reference tools, implementation (user/librarian contact) and collection development.
- a. Knowledge of the collection and reference tools - includes but is not limited to the following:
1. Keeps up-to-date on the collection and reference tools.
 2. Develops bibliographies, materials for use in various courses.
 3. Reads professional journals and appropriate literature.
 4. Attends workshops and seminars to update skills.
- b. Implementation (user/Librarian content) - includes but is not limited to the following:
1. Communicates effectively with faculty, students, and staff.
 2. Ensures that library users feel free to ask questions.
 3. Treats library users with respect.
 4. Shows interest in the library.
 5. Is consistently well-prepared for library tasks.
 6. Uses time well.
 7. Utilizes a variety of methods and materials where appropriate.
 8. Maintains regular working hours.
 9. Is available for consultation, bibliographic instruction, etc., at other times upon request.
- c. Collection Department - includes but is not limited to the following:
1. Uses evaluation tools appropriate to the goals and objectives of the library.
 2. Regularly reads evaluation tools and selects materials for the library.
 3. Assists in weeding collections.
- B. **ADVISING**
A faculty member is expected to advise students per their job description. Several functions relating to academic advising include but are not limited to the following:
1. Has current knowledge about Bellevue Community College curricular requirements.
 2. Has current knowledge of A.A. transfer and/or vocational program degree requirements.
 3. Shows interest in advisee's further educational goals and objectives.
 4. Refers students to educational planning or counseling or tutoring when needed.
- C. **SERVICE TO THE COLLEGE**
As part of their professional role, faculty are expected to participate in college-wide and organizational unit governance activities. Appropriate functions may be as follows:
1. Assumes her/his share of departmental/divisional responsibilities.
 2. Serves on or chairs college and divisional committees.
 3. Performs routine duties (reports, forms, grades, class lists, bookstore orders, film rental orders, budget data, etc.) as appropriate to position description.
 4. Serves on program advisory committees, visits other campuses, etc., where appropriate.

D. PROFESSIONAL DEVELOPMENT

Continued development of its faculty is a major requirement if an institution is to keep itself alive and vital. Faculty are expected to continue professional growth. Some examples related to professional development include but are not limited to the following:

1. Works toward a higher degree or takes courses.
2. Receives professional recognition (awards, honors, etc.).
3. Visits other colleges, businesses, etc.
4. Attends colloquia.
5. Participates in campus or non-campus staff development activities.
5. Attends professional meetings/conferences.
7. Belongs to professional organizations.
8. Subscribes to professional journals.
9. Expands professional knowledge through reading in one's discipline.
10. Contributes to the profession through publishing, exhibiting, performing or presenting papers.
11. Obtains and maintains vocational certification.

E. SERVICE TO THE COMMUNITY

Two of the goals of Bellevue Community College are: to respond to community needs, and to cooperate in community development. Faculty are expected to provide services to the community as appropriate to their position description. Several ways services can be provided to the community include but are not limited to the following:

1. Organizes workshops, lectures, etc.
2. Represents the college in community events (Speaker Bureau, service clubs, high school visitations, etc.).
3. Holds membership/office in local, state, regional or professional organizations.
4. Works on community projects.
5. Provides services to the community through consulting in one's field.
6. Provides programs for the community such as performing arts, sports events, etc.
7. Serves on program advisory committees.

BELLEVUE COMMUNITY COLLEGE
Bellevue, Washington 98009-2037FORM A
FACULTY SELF-EVALUATION

Name _____ Program _____ Date _____

This self-assessment report should be based on performance as a faculty member since your last evaluation. Some of the items below may not apply to you/your position. Answer only those sections that apply.

I. BASIC DATA

- A. Program, Division, or College Governance Duties (e.g., Chairperson of program or committee, project director, club advisor, etc.)
- B. Other college service since last evaluated.
- C. Research Activity, Publications, Commissions, Boards, or Achievements: (Please give publication or completion date(s), journal name, title of work or project.)
- D. Community and/or Professional Service (e.g., public office holder, officer in professional organization, etc.):
- E. Please attach any program brochures you have developed, or programs or activities you have directed during the evaluation period.

(Over)

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II. EVALUATIVE COMMENTARIES: Please respond to each question below. Please do not let modesty prevent you from being explicit about your assets. Equally important, try to be candid about your shortcomings.

- A. Within your discipline(s), which area do you regard as your strongest?
- B. Which area do you regard as your weakest?
- C. What is your greatest strength as a faculty member?
- D. What is your structure, or method of operation, for classes you teach, e.g., _____ straight lecture; _____ lecture/discussion; _____ workshop/discussion; _____, and what is your degree of success with it? (other-specify)
- E. If there were something you could change about your teaching/counseling/librarian responsibilities, what would that be? (You may also respond to this question in terms of your program chairing responsibilities.)

F. If you experimented with any different teaching/counseling/librarianship strategies during this assessment period, please describe and evaluate them.

G. Rate your performance in such instructionally related (and, in some cases, contractually specified) responsibilities as:

	Rating Scale (Circle One)					Not Applic.
	Highest		Average		Lowest	
1. Maintaining Office Hours	5	4	3	2	1	n/a
Comments:						
2. Advising	5	4	3	2	1	n/a
Comments:						
3. Taking on Committee Assignments	5	4	3	2	1	n/a
Comments:						
4. Fulfilling Committee Tasks	5	4	3	2	1	n/a
Comments:						
5. Fulfilling Program and/or Division obligations (e.g., making deadlines, meetings, etc.)	5	4	3	2	1	n/a
Comments:						
6. Filing outlines or syllabi (for the different courses you teach) in Division Office	5	4	3	2	1	n/a
Comments:						

H. What is the worst aspect of your job?

(Over)

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- I. What is the best aspect of your job?
- J. What are your personal/professional/program goals in the next four years?
- K. General Comments (a space for you to create your own questions and responses)

BELLEVUE COMMUNITY COLLEGE
 Bellevue, Washington 98009-2037

FORM B
 PEER EVALUATION

The purpose of this evaluation is to aid and benefit the evaluatee in her/his personal and professional growth. A summary of responses will be shared with the evaluatee, so specificity and concreteness of written comment or response is requested; however, this individual evaluation will be kept confidential.

NAME OF EVALUEE _____ DATE _____

NAME OF PEER _____ TITLE _____

DURATION OF RELATIONSHIP, IN YEARS _____ FREQUENCY OF CONTACT _____

INSTRUCTIONS: Please evaluate the individual according to the criteria below by checking the appropriate box. Written comments are a part of this peer evaluation and these should pertain to the positive qualities of the evaluatee or to how they might improve their teaching or faculty effectiveness. Unsatisfactory ratings should also be defined in specific terms.

	<u>OUTSTANDING</u>	<u>SATISFACTORY</u>	<u>UNSATISFACTORY/ NEED TO IMPROVE</u>	<u>NOT KNOWN/ NOT OBSERVED</u>
1. Assumes share of Dept./ Div. responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
2. Attends scheduled meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
3. Participates in governance system; chairs/serves on College/Div. committees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
4. Contributes to and prepares well for meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
5. Participates in identifying and solving Div./Institu- tional concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
6. Responds to requests with timelines and quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				

(Over)

	<u>OUTSTANDING</u>	<u>SATISFACTORY</u>	<u>UNSATISFACTORY/ NEED TO IMPROVE</u>	<u>NOT KNOWN/ NOT OBSERVED</u>
7. Handles conflict/stress situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
8. Is able to work democratically	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
9. Is cooperative and supportive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Respects others' time and views	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
11. Is open and fair in dealing with others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
12. Keeps current in discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
13. Demonstrates knowledge about curriculum requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
14. Keeps office hours and is accessible to students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
15. Expresses interest and concern about quality of his/her teaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
16. Makes contribution to outside community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				

	<u>OUTSTANDING</u>	<u>SATISFACTORY</u>	<u>UNSATISFACTORY/ NEED TO IMPROVE</u>	<u>NOT KNOWN/ NOT OBSERVED</u>
17. Performs and serves the college well: overall rating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
18. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
19. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
20. GENERAL COMMENTS:				

BELLEVUE COMMUNITY COLLEGE
Bellevue, Washington 98009-2037

FORM C
ADMINISTRATOR EVALUATION

Please evaluate the individual according to the criteria below by checking the appropriate box. The purpose of this evaluation is to aid and benefit the evaluatee in his/her personal and professional growth. A summary of responses will be shared with the evaluatee, so specificity and concreteness of written comment or response is requested. This individual evaluation will be kept confidential except from the evaluatee.

NAME OF EVALUEE _____ DATE _____

NAME OF ADMINISTRATOR _____ TITLE _____

DURATION OF RELATIONSHIP, IN YEARS _____ FREQUENCY OF CONTACT _____

	<u>OUTSTANDING</u>	<u>SATISFACTORY</u>	<u>UNSATISFACTORY/ NEED TO IMPROVE</u>	<u>NOT KNOWN/ NOT OBSERVED</u>
1. Expresses interest and concern about quality of his/her teaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
2. Attends scheduled meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
3. Participates in governance system; chairs/serves on College/Div. committees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
4. Contributes to and prepares well for meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				
5. Contributes in identifying and solving Div./Institutional concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				

(Over)

ADMINISTRATOR EVALUATION FORM - Page 2

6. Responds to requests in a dependable & reliable manner
- Comments: _____
7. Responds to request with quality work
- Comments: _____
8. Handles conflict/stress situations
- Comments: _____
9. Works democratically and cooperatively with others
- Comments: _____
10. Respects the time and views of others
- Comments: _____
11. Keeps current in his/her field
- Comments: _____
12. Demonstrates interest in advising
- Comments: _____
13. Demonstrates current knowledge about curriculum requirements
- Comments: _____
14. Maintains office hours
- Comments: _____

15. Attends classes on time

Comments: _____

16. Performs routine administrative duties where appropriate

Comments: _____

17. Serves on program advisory committees and/or visits other colleges

Comments: _____

18. Attends professional meetings and/or participates in prof. development activities

Comments: _____

19. Assumes share of dept./div. responsibilities

Comments: _____

20. _____

Comments: _____

21. _____

Comments: _____

Written comments are a part of this administrative evaluation. Please place them on the back of this form. Comments could pertain to the positive qualities of the evaluatee or to how they might improve their teaching or faculty effectiveness. Unsatisfactory ratings from above should also be defined in specific terms.

BELLEVUE COMMUNITY COLLEGE
Bellevue, Washington 98009-2037

FORM D
STUDENT EVALUATION: LECTURE/DISCUSSION

1. Were grading procedures and standards clearly explained in the course syllabus?
- | | | | | | | |
|----------------|---|--------------|---|---|-------------|---|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 |
| UNSATISFACTORY | | SATISFACTORY | | | OUTSTANDING | |
2. Were exams and other graded work returned to you in a reasonable period of time?
- | | | | | | | |
|----------------|---|--------------|---|---|-------------|---|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 |
| UNSATISFACTORY | | SATISFACTORY | | | OUTSTANDING | |
3. Have the instructor's presentations helped you in understanding the material of this course?
- | | | | | | | |
|----------------|---|--------------|---|---|-------------|---|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 |
| UNSATISFACTORY | | SATISFACTORY | | | OUTSTANDING | |
4. Were you allowed ample opportunity to ask questions in class?
- | | | | | | | |
|----------------|---|--------------|---|---|-------------|---|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 |
| UNSATISFACTORY | | SATISFACTORY | | | OUTSTANDING | |
5. Was the instructor helpful outside of class (for example, during office hours)?
- | | | | | | | |
|----------------|---|--------------|---|---|-------------|---|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 |
| UNSATISFACTORY | | SATISFACTORY | | | OUTSTANDING | |
6. Was the instructor generally considerate and respectful in dealing with you?
- | | | | | | | |
|----------------|---|--------------|---|---|-------------|---|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 |
| UNSATISFACTORY | | SATISFACTORY | | | OUTSTANDING | |
7. Did the instructor appear to follow a well-developed plan for the course?
- | | | | | | | |
|----------------|---|--------------|---|---|-------------|---|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 |
| UNSATISFACTORY | | SATISFACTORY | | | OUTSTANDING | |
8. Did the exams, assignments, papers, etc. challenge you to think?
- | | | | | | | |
|-------|---|-----------|---|---|---------|---|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 |
| NEVER | | SOMETIMES | | | USUALLY | |
9. How much did you learn in this class?
- | | | | | | | |
|-------------|---|-------------|---|---|-------|---|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 |
| VERY LITTLE | | QUITE A BIT | | | A LOT | |
10. How would you rate this instructor on a scale of 0 to 6?
- | | | | | | | |
|----------------|---|--------------|---|---|-------------|---|
| 0 | 1 | 2 | 3 | 4 | 5 | 6 |
| UNSATISFACTORY | | SATISFACTORY | | | OUTSTANDING | |

(Over)

11.

0	1	2	3	4	5	6
---	---	---	---	---	---	---

12.

0	1	2	3	4	5	6
---	---	---	---	---	---	---

13. Does the instructor have any special qualities or skills that especially increase his/her teaching effectiveness?

14. Does the instructor have any characteristics that reduce his/her teaching effectiveness?

15. Are there any additional comments about the teaching of this course that you would like to make?

BELLEVUE COMMUNITY COLLEGE
Bellevue, Washington 98009-2037

FORM E
STUDENT EVALUATION: LAB/CLINICAL

1. Were the clinical objectives clearly identified and defined?

0	1	2	3	4	5	6
NOT CLEAR		CLEAR			VERY CLEAR	

2. Do you believe the clinical evaluation to be consistent with identified and defined objectives?

0	1	2	3	4	5	6
NOT IDENTIFIED		IDENTIFIED			WELL IDENTIFIED	

3. Did your clinical assignments provide appropriate learning/challenge for you?

0	1	2	3	4	5	6
NOT ENOUGH CHALLENGE		APPROPRIATE			TOO MUCH CHALLENGE	

4. Were clinical conference times well-utilized?

0	1	2	3	4	5	6
POORLY UTILIZED		MODERATELY UTILIZED			WELL UTILIZED	

5. How would you rate your instructor's clinical preparation?

0	1	2	3	4	5	6
POOR		GOOD			EXCELLENT	

6. Do you believe the instructor allows you the opportunity to practice what you have learned?

0	1	2	3	4	5	6
DOES NOT ALLOW		SOMETIMES			ALWAYS	

7. Does the instructor facilitate effective communication?

0	1	2	3	4	5	6
NOT EFFECTIVE		EFFECTIVE			VERY EFFECTIVE	

8. How do you rate the instructor's ability to deal with conflicts or difficult situations?

0	1	2	3	4	5	6
POOR		GOOD			EXCELLENT	

9. Has the instructor the ability to utilize varied approaches to facilitate your learning?

0	1	2	3	4	5	6
NO ABILITY		SOME ABILITY			MUCH ABILITY	

(Over)

Student Clinical Evaluation Form - Page 2

10. Has the instructor been available for individual help?

0	1	2	3	4	5	6
ALMOST NEVER		REASONABLY			ALWAYS	

11. Does the instructor provide pertinent feedback on student performance?

0	1	2	3	4	5	6
ALMOST NEVER		SOMETIMES			ALWAYS	

12. How do you rate this instructor as a "Role Model?"

0	1	2	3	4	5	6
POOR		GOOD			OUTSTANDING	

13.

0	1	2	3	4	5	6
---	---	---	---	---	---	---

14.

0	1	2	3	4	5	6
---	---	---	---	---	---	---

15. Your instructor would like to know if there is something you believe might be done especially well to enhance your learning.

16. Your instructor would like to know what specific things you believe might be done to improve his/her clinical teaching.

17. Please write any comments about the clinical rotation in general. Please feel free to continue on the back of this form.

BELLEVUE COMMUNITY COLLEGE
Bellevue, Washington 98009-2037

FORM F
STUDENT EVALUATION OF COUNSELORS

You came into the Human Development Center recently and saw a Bellevue Community College Counselor. We want to improve our services to the community, and your response is essential in our evaluation process.

1. I consulted with the counselor about the following concerns:
 - a. Advising or educational planning
 - b. Career planning
 - c. Coping with BCC as an organization
 - d. Situational (money, housing, transportation, etc.)
 - e. Personal
 - f. Relationships with others: family, friends, faculty, etc.
2. How many times have you seen the counselor?
 1-2 3-5 6-10 11+

Please rate the counselor on each of the following statements by circling the number which most nearly indicates your evaluation.

3. The counselor perceived and responded to my needs in a way that was:

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

4. The counselor listened well:

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

5. The counselor is dependable (keeps appointments, is on time, follows through on commitments):

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

If you saw the counselor for advising/career planning, answer the following questions. If not, please skip to Question 9.

6. The counselor helped me to identify educational and/or career goals and plan effective strategies for achieving my goals.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

7. The counselor knew when and how to refer me to appropriate educational career resources.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

(Over)

Student Evaluation of Counselors - Page 2

8. The counselor demonstrated adequate knowledge about degree, course, and/or transfer requirements.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

9. The counselor encouraged me to develop and clarify my own goals and take responsibility for working toward solutions.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

10. The outcomes from meeting with this counselor have been:

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

11. How would you rate this counselor on a scale of 0 to 6?

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

- 12.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

- 13.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

14. What did the counselor do that was particularly useful or not useful? You particularly liked or disliked?

Please return this form in the enclosed envelope within the next few days.

BELLEVUE COMMUNITY COLLEGE
Bellevue, Washington 98009-2037

FORM G
STUDENT EVALUATION OF LIBRARIANS

LIBRARIAN _____ DATE _____

How many times has the librarian assisted you?

___ 1-2 ___ 3-5 ___ 6-10 ___ 11+

Please rate the librarian on each of the following statements by circling the number which most nearly indicates your evaluation.

1. The librarian was friendly and courteous.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

2. The librarian was helpful.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

3. The librarian helped me locate appropriate materials.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

4. The librarian encouraged me to think independently.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

5. The librarian taught me to use the library facilities independently.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

6. The librarian asked pertinent questions.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

7. My overall rating of the librarian is:

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

- 8.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

(Over)

Student Evaluation of Librarians - Page 2

9.

0	1	2	3	4	5	6
UNSATISFACTORY		SATISFACTORY			OUTSTANDING	

Comments:

BELLEVUE COMMUNITY COLLEGE
Bellevue, Washington 98009-2037FORM H
SUMMARY EVALUATION STATEMENT BY ADMINISTRATOR

I. NAME _____ POSITION _____
RATING PERIOD FROM _____ TO _____
LAST APPRAISAL DATE _____
DATE THIS REVIEW WAS DISCUSSED WITH EVALUEE _____

II. Areas in Need of Improvement

III. Developmental Plan (suggested actions: including administrators plan of action to assist evaluatee)

IV. Areas of Strengths

(Over)

SUMMARY EVALUATION STATEMENT BY ADMINISTRATOR - Page 2

V. Overall Appraisal

OUTSTANDING

SATISFACTORY

UNSATISFACTORY

Comments: (Required if rating is unsatisfactory)

(Unit Administrator's Signature)

(Date)

Evaluatee's Comments: I _____ agree _____ disagree with the rating as follows:

(Evaluatee's Signature)

(Date)

Dean of Instructional Services Comments:

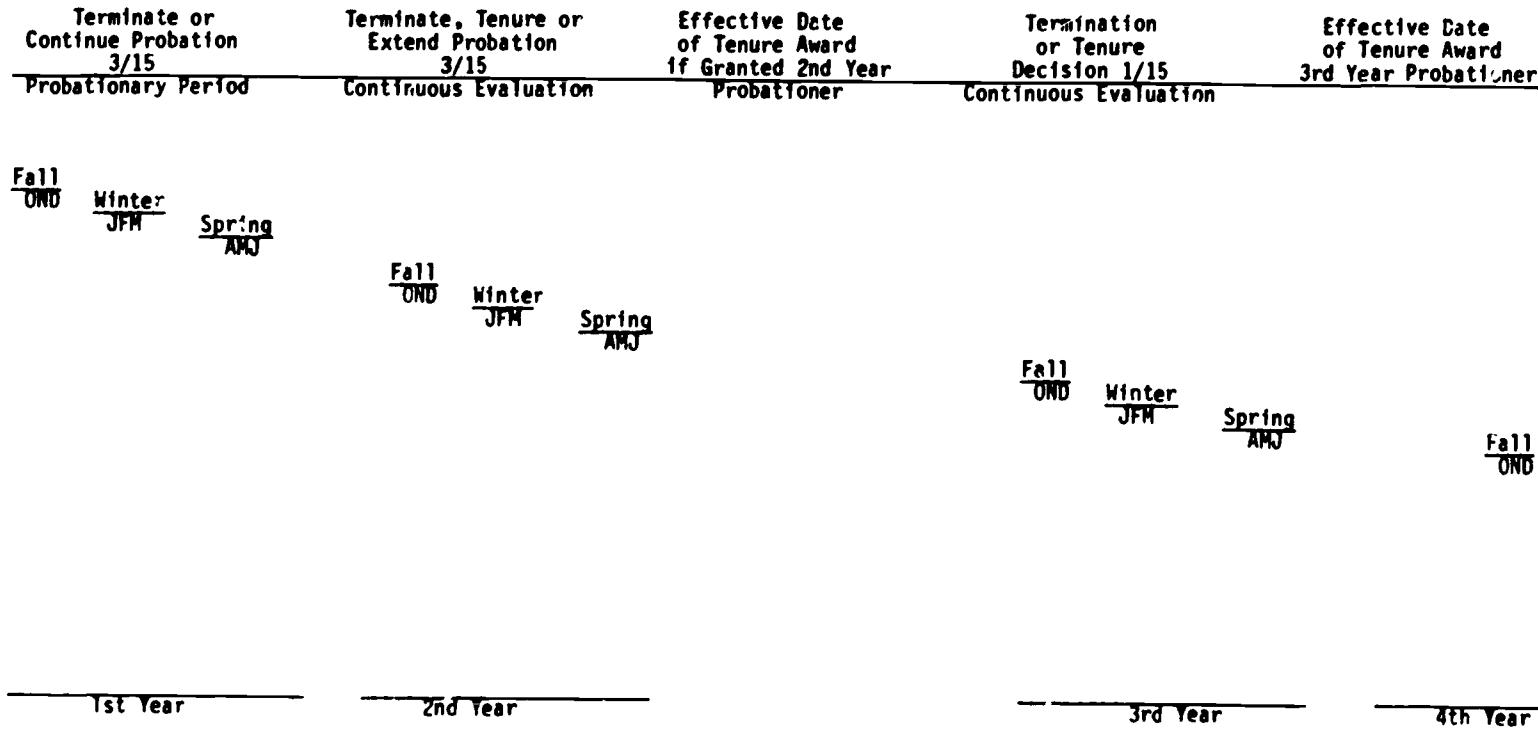
(Dean's Signature)

(Date)

Routing: Original - Personnel File
1st Copy - Evaluatee
2nd Copy - Unit Administrator

TENURE REVIEW PROCESS
Bellevue Community College

TENURE REVIEW COMMITTEE ACTIONS



11/17/2017

208

**1987-1989 Agreement
between
Board of Trustees and Faculty Association**

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1985-1987
Faculty
Salary
Program

Highline
Community
College

JL 870524

300

HIGHLINE COMMUNITY COLLEGE
COMMUNITY COLLEGE DISTRICT 9
MIDWAY, WASHINGTON

FACULTY SALARY PROGRAM
1985-87

THIS DOCUMENT WAS PRODUCED
THROUGH NEGOTIATIONS BETWEEN
HIGHLINE COMMUNITY COLLEGE
AND THE
HIGHLINE COLLEGE EDUCATION ASSOCIATION

RATIFIED BY FACULTY VOTE ON SEPTEMBER 17, 1985
APPROVED BY THE BOARD OF TRUSTEES ON NOVEMBER 14, 1985

Highline Community College

FACULTY SALARY PROGRAM
1985-87

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100 INTRODUCTION

101 Objectives

To attract and hold the highly qualified educator.

To provide comparable pay for comparable preparation, experience, and performance as professional educators.

To encourage all faculty members to improve their professional preparation, skills, and performance for the benefit of the students, the College, the profession, and the community.

To combine flexibility, simplicity and ease of administration.

102 Exclusive Recognition

The College recognizes the Highline College Education Association as the exclusive bargaining agent per RCW 28B.52.030, as now adopted or hereafter amended, for all faculty members (as defined in RCW 28B.851 2a) employed or to be employed by the College.

103 Summary

All pronouns used in this document apply equally to faculty members, regardless of sex

Certified employees at Highline Community College, other than administrative and temporary personnel, are paid according to the Salary Schedule contained in this document. It is the responsibility of the employee to provide the evidence required for initial placement to the College's Personnel Office prior to initial placement on the Salary Schedule.

New faculty members are initially placed on the Salary Schedule as described in the section 200 Initial Placement. No adjustments can be made after the second payroll accumulation (October 15) except as specified in section 303.3.

Following initial placement, vertical movement within a column is one step downward per each year of satisfactory service in the position for which the faculty member was hired.

A faculty member may move laterally between successive columns by qualifying for the next column to the right under the criteria listed in section 302 Eligibility for Column Advancement.

200 INITIAL PLACEMENT

201 Introduction to Initial Placement on the Salary Schedule

A person receiving his initial probationary contract will be placed on the schedule in the appropriate column and at the appropriate step upon recommendation of the appropriate dean and approval of the President.

The candidate's relevant experience is first determined as specified in section 203.1. This relevant experience combined with degrees and credits (see section 203.2) and other qualifying criteria are used to determine the column placement as specified in section 202. Once the candidate is placed in the column, the appropriate step is determined as specified in section 203.3. Should the candidate qualify for two columns, he may elect which column to be placed in.

The appropriate dean, or designee, shall discuss initial placement with the candidate prior to formal acceptance of the initial full-time faculty contract covered by this Salary Program. The dean shall provide written details of the placement to the candidate and shall indicate that the candidate may contact the HCEA regarding any questions concerning initial placement.

202 Criteria for Initial Column Placement

Teaching Assignments

- 1. Teaching field traditional academic assignment; Librarians, Student Services

Column A B.A. degree but less than criteria for Column B.

Column B M.A. degree but less than criteria for Column C.

Column C M.A. degree and 90 credits or Ph.D., plus four years relevant experience.

- 2. Teaching field for which Masters Degrees are not generally granted and apprenticeships are normally used.

Column A Four years apprenticeship plus two years of journeyman experience but less than criteria for Column B.

Column B Four years apprenticeship and two years journeyman experience plus two additional years relevant experience but less than criteria for Column C.

Column C Four years apprenticeship and two years of journeyman experience, plus additional five years relevant experience, plus 60 additional credit hours directly related to teaching assignment.

- 3 Teaching field for which A.A. or B.A. degrees are normally the professional standard and apprenticeships are not used.

Column A A.A. degree and two years relevant experience or B.A. degree but less than criteria for Column B.

Column B A.A. degree and five years relevant experience or B.A. plus two years relevant experience but less than criteria for Column C.

Column C A.A. degree and seven years relevant experience, plus 60 additional credit hours directly related to teaching assignment or B.A. degree and seven years relevant experience.

- 4 Teaching field for which post-secondary degrees are not granted and apprenticeships are not used

Column A Five years relevant experience but less than criteria for Column B.

Column B Eight years relevant experience.

Column C Ten years relevant experience, plus intensive professional training for not less than one year, plus 90 additional credits directly related to teaching assignment

203 General Provisions for Initial Placement

203.1 Determining Relevant Experience

In determining "Relevant Experience" the following will be added for each year of full-time experience and rounded to the nearest whole number.

- a. 1/2 of the number of years of employment outside education but directly related to the faculty assignment.
b. 1/3 of the number of years of elementary school faculty experience.
c. 1/2 of the number of years of secondary school faculty experience.
d. 1/2 of the number of years of teaching assistant experience in an instructional capacity equated on a full faculty load basis.
e. The number of years of college and/or post-secondary vocational technical institute faculty experience.
f. Military service may be considered if the military experience is directly related to the faculty member's assignment at the College

206 Appeals and Exceptions

203.2 Determining Appropriate Degrees and Credits

For initial placement, degrees must be earned from fully accredited institutions as determined by the Dean of Instruction or successfully appealed to the College President.

For initial placement, credits are defined as college quarter hours of credits or the semester hour equivalent. To be considered in column placement, the credits must be directly relevant to the faculty assignment, completed with a passing grade at an acceptable level and at a fully accredited institution as determined by the Dean of instruction, or successfully appealed to the College President.

203.3 Determining Appropriate Step Placement

Relevant experience, as determined according to section 203.1, shall be used to determine either column or step placement but may not be used for both.

Once column placement is determined, the remaining relevant experience, as determined according to section 203.1, shall be used to move down the column at the rate of one step per relevant year provided that the maximum step of the column may not be exceeded.

203.4 Determining Exceptional Placement

A candidate may be initially placed in Column D only by special recommendation of a division chairman and approval by the President for outstanding candidates who far exceed the qualifications for Column C.

Exceptional initial placement, other than in Column D as described above, shall be in terms of vertical movement down the steps in the column as recommended by the division chairman and approved by the President.

204 Evidence for Original Placement

It is the responsibility of the applicant to provide official transcripts of all relevant College work and other evidence required for initial placement on the Salary Schedule to the College's Personnel Office prior to the initial placement on the Schedule. Provisional placement based on work in progress (e.g., summer completion of a thesis) will be granted upon request, but will not be implemented until the pay period subsequent to the submission of documentation.

205 Departure From Salary Schedules

The Board, at its discretion, may depart from the salary schedules for special purposes, provided the salary level exceeds that contained in this document.

Appeals and exceptions to initial placement (section 200-205) may be taken to the Placement Appeals Committee. Appeals of initial placement must be made before the end of fall quarter of the first year of probation. The Placement Appeals Committee shall make its recommendation to the President by the sixth week of winter quarter. The President shall accept or reject the recommendations of the Committee by the end of the first week of spring quarter.

The Placement Appeals Committee shall have a membership of five: the division chairman, two members appointed by the President, one member appointed by HCEA from the discipline to which the candidate is applying for teaching, and the Vice President/President-elect of HCEA.

300 ADVANCEMENT

301 Summary of Step and Column Advancement

Step advancement within a column is dependent upon the completion of a year of satisfactory performance in the faculty assignment.

Advancement between successive columns will be granted upon the faculty member's meeting the minimum qualifications of the higher column as set forth in section 302. Advancement will be granted annually at the beginning of the academic year following completion of the requirements.

Faculty members advancing between columns will remain on the same salary step for the year of advancement.

302 Eligibility for Column Placement

To be eligible for movement from one column to the next, a faculty member must meet the following criteria.

302.1 Tenure Requirement

The individual must have been granted tenure prior to the granting of column advancement. Application can be made by probationary faculty during their third year of regular employment to be effective not prior to the fourth year of employment.

302.2 Experience Requirements

To move from:

Column A to B, applicant must have been in Column A for one year.

Column B to C, applicant must have been in Column B for two years.

Column C to D, applicant must have been in Column C for three years and employed as a full-time faculty member at Highline for at least six years.

Column D to E, applicant must have been in Column D for four years and employed as a full-time faculty member at Highline for at least ten years.

302.3 Credit Requirements

To move from

Column A to B, applicant must have accumulated at least five (5) credits while in Column A or have earned at least 255 total credits

Column B to C, applicant must have accumulated at least ten (10) credits earned after the previous successful column advancement or have earned at least 280 total credits.

Column C to D, applicant must have accumulated at least fifteen (15) credits earned after the previous successful column advancement or have earned at least 300 total credits.

Column D to E, applicant must have accumulated at least twenty (20) credits earned after the previous successful column advancement or have earned at least 315 total credits or have an earned Doctorate degree

Credits described above must meet the requirements listed in section 302.4 below. The phrase "after the previous successful column advancement" shall also mean initial placement on the schedule, when appropriate.

302.4 Credit Evaluation

Credits must be accepted as POU's as defined by SBCCE in constructing the hypothetical salary schedule. Work experience, publication writing, etc., may be used as credits (50 clock hours equals one credit) provided the individual faculty member is placed on the hypothetical salary schedule in the maximum column and the actual instructional faculty salary in the previous year does not exceed the hypothetical average salary by more than ten (10) percent

To become a candidate for column advancement, a faculty member must so notify the Personnel Director, in writing, not later than September 1. The Dean of Instruction must be provided with a report of credits completed, including transcripts, letters of certification, or other supporting evidence, by September 1. Documentation of accumulation of credits rests with the faculty member. Following approval of credits by the Dean, the reports and supporting documentation will be forwarded to the Personnel Office. The Personnel Director will notify candidates when they have met the criteria for column advancement.

404 Part-Time Faculty Salary Schedules

400 SALARY AND STIPEND SCHEDULES

401 Full-Time Faculty Salary Schedules

The Highline College Education Association and the College administration agree that faculty column advancements and increments shall be paid for 1985-86 and 1986-87. The 1985-86 advancements and increments that would normally be paid at the beginning of the year will be paid as a single lump-sum payment and included in the May 10, 1986 payroll.

Should the 1986 Legislature, or subsequent legislatures grant a salary increase for faculty, the Association and the College agree to develop the full-time faculty salary schedules for 1985-86 and 1986-87 as provided in the enabling legislation. The actual schedules will be prepared once all data are available including the column advancements. The amount of the raise shall include the full percentage authorized by the Legislature and any additional raise(s), including optional and/or merit raises as approved by the Legislature and/or the State Board for Community College Education. The raise(s) shall be applied to the 1984-85 salary schedule, and subsequent schedules, consistent with all laws, guidelines, rules, and/or regulations established by the Legislature, OFM, or SBCCE. The raise(s) will be used first to grant step and column advancements, with the remaining amount to be applied to the schedule to provide equal percentage increase for each step. The HCEA may appoint a committee of one to three persons to monitor the calculations used to construct these schedules.

402 Position Stipends Paid from General Fund

<u>Position</u>	<u>Stipend</u>
Division Chairman	0.10 x (D-12)

Coordinator:
Coordinator stipends shall be determined by the method approved by the Instructional Council on November 8, 1982, or as modified by the Council. Objective criteria used to calculate the stipends may include, but will not necessarily be limited to:

- The number of full-time faculty assigned to the department.
- The number of part-time faculty.
- Laboratory supervision factor.
- Size of departmental supplies/materials budget.
- Supervision of classified staff.
- Summer school planning.
- Departmental complexity factor.

403 Doctorate Stipend

A full-time tenured faculty member who earns a doctoral degree from an accredited institution while employed at Highline Community College shall be awarded a one-time stipend in the amount of \$500 payable on the next annual contract. If the degree is earned during pre-tenure probationary period, the stipend shall be awarded upon granting of tenure.

The Highline College Education Association and the College administration agree to develop the part-time faculty salary schedules for 1985-86 and 1986-87 once all data are available.

The amount of the raise shall include the full percentage authorized by the Legislature and any additional raise(s) as approved and funded by the Legislature and/or the State Board for Community College Education. The raise(s) shall be applied to the 1983-84 salary schedule consistent with all laws, guidelines, rules, and/or regulations established by the Legislature, OFM, and/or SBCCE. The raise(s) will be used to grant an equal percentage increase for each step. The HCEA may appoint a committee of one to three persons to monitor the calculations used to construct these schedules.

404.1 Placement on Salary Schedule

Part-time faculty are placed on the above schedule on the basis of their teaching experience at Highline Community College only. Part-time faculty are initially placed at step one. To qualify for step two, the faculty member must meet one of these three criteria:

- a. have completed three quarters of teaching
- b. have completed teaching 20 credits
- c. have completed 440 hours as a counselor or librarian

To qualify for step three, the faculty member must meet one of these three criteria.

- a. have completed 11 quarters of teaching
- b. have completed teaching 60 credits
- c. have completed 1320 hours as a counselor or librarian

In preparing part-time agreements, the College will normally use the first criteria unless notified by the faculty member of his eligibility for a higher step placement prior to the end of the third week of the quarter. Once notified and verified, the instructor will be paid at that step unless subsequently he qualifies for a higher step.

404.2 Calculations for Salary

The number of hours, to which the above hourly rates will be applied, shall be calculated as follows:

Contact Hours:

The actual hours a part-time instructor meets with the students in a classroom lecture or laboratory setting as defined by the appropriate entry in the Course Master file. For non-instructional faculty, the contact hours will be specified on the part-time faculty agreement. The above pay scale for these hours includes basic responsibilities for planning, preparation, student evaluation, and other necessary activities to provide quality service.

Additional hours of compensation be paid for the following:

1. Extended Planning and Preparation

Hours may be added to a part-time instructor's agreement because the nature of the course requires considerably more than average or expected planning and preparation for quality instruction. The majority of part-time instructors will receive compensation for at least one additional hour for every ten hours of lecture as defined by the Course Master file. In addition, part-time instructors in lab courses will receive compensation of at least one additional hour for every 20 hours of laboratory as defined by the Course Master file.

2. Extended Student Evaluation

Hours may be added to a part-time instructor's agreement because the nature of the course requires the instructor to spend additional time to assure complete evaluation of the student's performance. The majority of part-time instructors will receive compensation for at least one additional hour for every ten hours of lecture as defined by the Course Master file.

3. Office Hours and Advising

Hours may be added to a part-time instructor's agreement for assigned office hours and student advising.

4. Administrative Duties and/or Committee Work

Hours may be added to a part-time instructor's agreement to compensate for assigned administrative duties as general faculty responsibilities, e.g., committee work, special projects, etc.

404.3 Payment for Cancelled Classes

Classes may be cancelled at the direction of the College because of insufficient enrollment or other extenuating circumstances. Payment for cancelled classes may vary with the type of assignment but will generally follow this schedule: If cancelled prior to one week before starting date of the class, no payment will be made; if cancelled within one week of the starting date of the class, payment will be for number of contact hours of the first class session, if cancelled any time after the initial class session, payment will be based on a fractional part of the contract completed.

404.4 Payment for Self-Supporting Classes

Instructors of community service or other self-supporting courses will be compensated at not less than the hourly rates listed on the first step in the first column (BA or equivalent) except as provided below. Stipends may be added for "planning and preparation" at ten percent of the total course hours. If low enrollment in a self-supporting class jeopardizes the continuation of that course, the instructor and the Director Continuing Education & Self Support Programs may negotiate a salary that is consistent with the course's income, thus not cancelling the course. Revenue produced by each self-supporting course is expected to equal at least 30 percent more than the course's direct costs.

404.5 Payment for Seminars, Workshops, Conferences, and other Activities

Coordinators, planners, and staff members of workshops, seminars, conferences, athletic or recreational activities, individualized instruction and/or community service activities will be paid a stipend via a part-time agreement, as determined by the Director Continuing Education & Self Support Programs and approved by the Dean of Instruction.

A part-time faculty member will be entitled to compensation for involvement in seminars, workshops, conferences, and courses at the rate of \$10.00 per hour if the involvement is required for the faculty member's college assignment.

404.6 Sick Leave Payment

While this Salary Program is in effect, any part-time faculty member, being paid at step 3 on the above schedule, shall receive no salary deduction for absence due to illness from class(es) figured as follows: .0454 times the contracted class contact hours per quarter rounded upwards to the nearest whole hour.

405 Summer School Salaries

405.1 Introduction

Summer school assignments are considered separate from the basic contracted obligations of the individual full-time faculty member and the College. This basic obligation of full-time faculty members and the College is formalized by a regular full-time faculty contract while additional assignments for evening instruction, summer school teaching, etc., are handled through separate agreements.

Only faculty holding regular full-time appointments at the College and teaching day classes scheduled as part of the summer program will be eligible to be paid a base salary plus additional duty stipends, if any. The base salary for each faculty member for the summer session will be 17 percent of his annual base salary, excluding all stipends but including all salary reductions due to leave, for the year preceding the summer session.

405.2 Salary Calculations

A full load for calculating summer teaching salaries is defined as teaching from 10 to 12 credit hours or the equivalent excluding special courses with low enrollments. Variable credit classes, mathematics laboratory, learning skills laboratory, reading laboratory, combined class sections, and team teaching assignments may be included in full load calculations as determined by the Dean of Instruction in consultation with the appropriate division chairman.

Full-time faculty teaching less than ten credit hours or equivalent during the day are eligible only for payment according to the following:

- 9 credits -- 90% of 17% (15.3%)
- 8 credits -- 80% of 17% (13.6%)
- 7 credits -- 70% of 17% (11.9%)
- 6 credits -- 60% of 17% (10.2%)
- 5 credits -- 50% of 17% (8.5%)
- 4 credits or less, use part-time schedule with two exceptions:

- a. When an individual faculty teaching load is reduced to less than five credits by class cancellations after signing a summer contract; or,
- b. When course is an "essential" summer offering, as determined by the Dean of Instruction in consultation with the appropriate division chairman, and no other summer faculty is available to teach the course.

Student Services faculty, librarians, and media specialists, holding regular full-time appointments at the College and assigned day responsibilities will be eligible to be paid a base salary calculated on the percentages and contact hours shown below:

Percentage	Contact Hours	
	Librarians	Student Services
17%	228	214
15.3%	206	193
13.6%	182	171
11.9%	160	150
10.2%	137	128
8.5%	114	107
Part-Time Schedule	114	107

These contract hours are analogous to class contact hours for summer teaching faculty and are exclusive of responsibilities specified in section 405.3.

An equivalency of ten credit hours may be used to determine summer salaries when approved by the Dean of Instruction in consultation with the appropriate division chairman. These equivalencies shall be calculated by using contact hours and instructional mode as shown below.

	Contact periods as equivalent to 10 credits
Laboratory or studio work only	20
Mathematics laboratory*	15
General lecture, including composition courses, reading courses, foreign language courses and mathematics courses	10
Health and Physical Education activities only	13
lectures only	10

*Provided that the student credit hours generated by the instructor in the laboratory is consistent with the student credit hours generated by instructors having a comparable summer assignment in the mathematics division.

Part-time day faculty shall be paid on the Part-Time Salary Schedule. All faculty teaching evening classes will also be paid on the Part-Time Salary Schedule.

405.3 Basic Assignments

The base salary includes the responsibilities normally associated with teaching of assigned classes, including the professional duties of student evaluation, class preparation, etc. Specifications of these responsibilities are detailed under the "Responsibilities to Classes" in section 601.1 of this Salary Program. The base salary also includes regularly scheduled office hours during which time the faculty member shall be available to meet with Highline students or community members without appointments. The number of weekly office hours shall be determined by the following schedule and shall be held on those days on which the faculty member is assigned classes

- Full load -- 5 office hours per week
- 9 credits -- 4-1/2 office hours per week
- 8 credits -- 4 office hours per week
- 7 credits -- 3-1/2 office hours per week
- 6 credits -- 3 office hours per week
- 5 credits -- 2-1/2 office hours per week
- 4 credits -- 2 office hours per week
- 3 credits -- 1-1/2 office hours per week
- 2 credits -- 1 office hour per week
- 1 credit -- 1/2 office hour per week

Office hours shall be established and submitted to the Dean of Instruction for approval prior to the end of the first week of classes.

The base salary also includes minor incidental institutional responsibilities such as conferences with administrators, meetings with other faculty members, etc. This responsibility would normally account for less than five hours for the summer.

405.4 Additional Assignments

Additional duty stipends may be awarded to some summer faculty to assume additional responsibilities for those divisions with heavy summer work loads (new program implementation, programs with special admissions problems, large and/or complex class schedules, etc.). Divisions or individual faculty members may initiate requests for these additional duty stipends. Requests for these stipends will follow the normal channels and dates used in the class schedule building process. The decision to fund or not fund these requests will be made prior to the first day of student registration for summer quarter. The need for and authorization of these services will be determined by the appropriate Dean.

These stipends will be identified on the Summer School Agreement and may be paid as a percentage of the individual's annual salary not to exceed 5.2 percent. These additional duty stipends are independent of summer teaching contracts and may be awarded to any regular faculty member regardless of credits taught in summer school. A faculty member may decline any or all additional assignments.

405.5 Faculty Selection

Highline College Education Association and the administration agree that each department will follow the written procedures adopted by a majority vote in each department under the terms of the 1983-85 agreement that ensures each full-time faculty member an equal opportunity to teach day classes during summer quarter. These procedures may be revised by majority vote in each department. The division chairperson, in consultation with the Dean of Instruction, will ensure the procedures are followed.

406 Special Advising Salaries

Faculty may be requested to serve as advisors during periods outside the approved academic calendar. Remuneration for such assignments will be on the basis of the Part-Time Salary Schedule.

500 RULES AND REGULATIONS FOR THE IMPLEMENTATION OF TENURE

501 Preamble

A half century of practice has established the concept of awarding tenure in higher education to balance rights of teachers and institutions with common good by protecting free inquiry and its exposition from intolerant bias and dogmatic resistance to change. Academic freedom is essential and its teaching aspect is fundamental for the protection of the rights of the instructor to freedom in teaching and of the student to freedom in learning. The Washington State Legislature has recognized the importance of this concept when it established a system of tenure in the community college system. This act described its purpose:

"It shall be the purpose of RCW 288.50.850 through 288.50.869 to establish a system of faculty tenure which protects the concepts of faculty employment rights and faculty involvement in the protection of those rights in the state system of community colleges. RCW 288.50.850 through 288.50.869 shall define a reasonable and orderly process for appointment of faculty members to tenure status and the dismissal of the tenured faculty member."

502 Definitions

Tenure -- shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process. Tenure shall be retained upon transfer within Community College District 9, but tenure granted in another community college district shall not be retained upon transfer into Community College District 9. If a tenured faculty member terminates employment with Community College District 9, he concurrently loses his tenure.

Faculty Appointment -- shall mean full-time employment on a contract as a teacher, counselor, librarian or other position for which the training, experience, and responsibilities are comparable as determined by the Appointing Authority, except administrative appointments. Faculty appointment shall also mean department heads, division heads, and administrators to the extent that such department heads, division heads, or administrators have status as a teacher, counselor, or librarian.

Probationary Faculty Appointment -- shall mean an annual faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment. A probationary faculty appointment shall not be terminated prior to the expiration of the written terms of the appointment except by due process for adequate cause.

Probationer -- shall mean an individual holding a probationary faculty appointment.

Tenure Review Committee -- shall mean a committee of representatives of the administration, the faculty, and the student body created pursuant to RCW 288.50.869 for the purpose of assisting probationary faculty appointees in improving their appointment effectiveness and evaluating probationers for the purpose of recommending to the Appointing Authority whether or not tenure should be granted.

Working Committee -- shall mean a committee of representatives of the faculty and the administration established for each probationary faculty appointee. A representative of the student body may be involved. They will gather information regarding the probationer's performance and assist the probationary appointee in improving his or her effectiveness with regard to his or her appointment. They will carry out the directives of the Tenure Review Committee.

Appeals Review Committee -- shall mean a committee of representatives of the faculty, administration and students which hears appeals of dismissed tenured faculty members and recommends action to the Appointing Authority.

Administrative Appointment -- shall mean employment on a specific administrative position as determined by the Appointing Authority. Administrative appointees shall be subject to contracts other than those covered by this policy. A faculty member who accepts an Administrative Appointment subsequent to attaining tenured status under this policy shall retain tenured status for only that faculty position while employed as an administrator.

Appointing Authority -- shall mean the Board of Trustees of Community College District 9.

Instructional Unit -- shall mean a multi-disciplinary group of faculty members under the leadership of one of their members below or at the rank of associate dean. Such instructional units shall be comparable to divisions constituted at this college. For the purpose of this policy, the seven instructional units shall include: Business, Engineering/Mathematics/Science, Health and Physical Education, Humanities, Technical and Educational Services, Social Sciences, and Developmental Studies and Student Services.

503 Election and Composition of Committees

The conduct of the Tenure Review Committee Elections shall be the responsibility of the President or his/her designee. Newly elected Tenure Review Committee members shall assume office at the beginning of spring quarter. These steps are designed to provide faculty continuity on the Tenure Review Committees.

503.1 Tenure Review Committee

The Tenure Review Committee shall be composed of:

- a. the Dean of Instruction or chief instructional administrator;

- b. four tenured faculty members, each from a different instructional unit, elected to three-year terms by the faculty as a whole, one or two each year prior to the end of winter quarter to serve the following three years. A fifth tenured faculty member from the probationer's instructional unit will be added to the committee when the probationer is being considered. The fifth member shall serve as a Tenure Review Committee member only with regard to that probationer. The Tenure Review Committee election for 1981-82 resulted in two faculty members being elected to three-year terms, one being elected for a two-year term, and one being elected to a one-year term. Subsequent elections shall be for three-year terms.
- c. one administrator or faculty member appointed by the President; and
- d. one student member, who shall be a full-time student, chosen by the student association in such manner as the members thereof shall determine. For the purpose of this policy, a full-time student shall be defined as currently enrolled for twelve or more credits.

If a member becomes unable to serve, the replacement shall be elected to complete the term by the appropriate division from those eligible to serve.

503.2 Working Committee

A Working Committee shall be formed for each probationer and shall consist of the following:

- a. one tenured member from the probationer's instructional unit elected by the faculty as a whole during faculty orientation. This member shall become a Tenure Review Committee member with regard to this probationer only.
- b. one tenured member from the probationer's discipline, if extant; if not extant, then from the instructional unit elected by the faculty in that unit;
- c. one tenured faculty member from outside the unit elected by the faculty as a whole during faculty orientation;
- d. one member from the administration or faculty to be appointed by the President; and
- e. at the request of the student body, one student member, who shall be a full-time student, chosen by the student association in such manner as the members thereof shall determine. For the purpose of this policy, a full-time student shall be defined as currently enrolled for twelve or more credits.

504 Tenure Review Committee

504.1 Establishing Criteria

- a. The Tenure Review Committee shall establish general guidelines to be used by the instructional unit in formulating their criteria for the granting of tenure. The instructional unit shall then formulate the unit's criteria and send these to the Tenure Review Committee.
- b. The Tenure Review Committee, using the instructional unit's criteria shall give final formulation to the criteria.
- c. The Tenure review Committee shall develop the form(s) for receiving reports from the working committees.

504.2 Ongoing Responsibilities

- a. The Tenure Review Committee will review all criteria annually.
- b. The Tenure Review committee will make periodic checks to ascertain whether the working committees are using the prescribed criteria in evaluating their probationers.
- c. The Tenure Review Committee shall, before the end of the first four weeks of employment of the probationer, transmit this document and the current criteria to the probationer and the working committees that are to function during the academic year.
- d. The Tenure Review Committee will be available for consultation with the working committees.
- e. The Tenure Review Committee chairman or his designee shall contact all probationers in their first four weeks of employment to determine if the probationer has received a copy of this document, has met with the appropriate working committee, and to clarify any questions or concerns the probationer may have about the Rules and Regulations for the Implementation of Tenure.
- f. The Tenure Review Committee shall meet prior to the last week of spring quarter to elect a chairperson for the following year.

504.3 Probationer Complaints

The Tenure Review Committee shall investigate any complaint by a probationer concerning activities of his working committee through the following procedures.

- a. Upon receipt of a written complaint from a probationer, the chairperson of the Tenure Review Committee shall call a meeting of the committee to select three of its members to serve as a Special Study Committee.

- b. The Special Study Committee shall consist of the following five members:
 - (1) three selected from the Tenure Review Committee;
 - (2) the chairperson of the probationer's working committee;
 - (3) one member selected by the probationer filing the complaint.
- c. The Special Study Committee shall meet with the probationer, his working committee, and any other person(s) as appropriate.
- d. After a thorough review of the probationer's complaint and within fifteen days after being formed, the Special Study Committee shall send in writing its findings and recommendations to the chairperson of the Tenure Review Committee, with copies to the probationer.
- e. Within seven days after receiving the report of the Special Study Committee, the Tenure Review Committee shall meet and consider the report. The Tenure Review Committee may take corrective action including, but not limited to: changing the composition of the Working Committee, replacing member(s) of the Working Committee, directing the Working Committee to make changes in its procedures, or direct the Working Committee to take other action. The Tenure Review Committee's response and any action related to the complaint shall be communicated to the probationer and to the chairperson of his Working Committee.

505 Function of the Working Committee

The Working Committee shall select from among its members a chairperson who should then secure the necessary forms and criteria from the Tenure Review Committee.

The Working Committee shall gather information appropriate to the evaluative criteria for the probationer. To this end the Committee shall meet with the probationer at least once each quarter for three quarters per year to discuss his or her performance and the evaluative criteria. A written report of these meetings will be provided to the probationer and will include the names of committee members present and the substantive conclusion of such meetings. The probationer shall acknowledge receipt in writing of such communications. Such information shall be treated as confidential and kept under security by the chairperson of the Working Committee who will coordinate the process and maintain records pertaining to the probationer.

The Working Committee must secure each year from the instructional unit chairperson a minimum of one written evaluation of the probationer. This evaluation should address each criterion being used by the Working Committee.

The Working Committee shall forward to the Tenure Review Committee periodic reports on the progress of the probationer as requested by the Tenure Review Committee. Normally the Working Committee would not make less than one report during the first year of probation, two reports during the second year of probation, and one report during fall quarter of the third year of probation. These reports shall include information and data required by the Tenure Review Committee for evaluating the probationer.

Upon a final decision of the Board of Trustees to grant tenure or not to renew a probationer's appointment, each Working Committee shall forward all its records to the Tenure Review Committee for disposition as described under section 506.

506 Tenure Review Committee - Recommendation

During each year of probation the Tenure Review Committee shall receive from each Working Committee a report(s) of the Working Committee's activities as described in section 505. When considering the Working Committee's reports, or at any other time, the Tenure Review Committee may request additional information of a Working Committee.

The Tenure Review Committee shall meet and consider reports from the Working Committees. A written report of these meetings will be provided to the probationer and will include the names of committee members present, the substantive conclusions of the meeting, and any suggestions the Committee may have on how the probationer may improve his or her appointment effectiveness. The probationer shall acknowledge receipt in writing of such communications. During each year of probation, the Tenure Review Committee shall recommend tenure, or continuation of probation or nonrenewal of the probationer's contract to the Board of Trustees. These recommendations, based upon appropriate evaluative criteria, shall include a summary of the evidence considered by the Committee as well as the specific recommendation. Copies of these recommendations shall be transmitted to the probationer, to the instructional unit chairperson, and to the Appointing Authority through its designee.

The Tenure Review Committee recommendations shall be transmitted to the Board of Trustees before the January meeting of the Board.

Upon a final decision of the Board of Trustees to grant tenure or not to renew a probationer's appointment, the Tenure Review Committee shall make the following disposition of its records regarding the probationer:

- a. Nonrenewal: Maintenance with the security for a period corresponding to statutory limitations followed by destruction of all records.
- b. Tenure: Destruction of records.

In no case during the period of probation shall the records of the Tenure Review Committee or of any Working Committee be used for any purpose other than evaluation of probation for tenure qualification, unless it is at the written request of the probationer and with the written permission of the writer.

507 Review of Appointing Authority of Tenure Recommendations

The Appointing Authority through its designee shall receive all recommendations from the Tenure Review Committee, shall give reasonable consideration to these recommendations, and shall accept or reject such recommendations at its earliest possible convenience, normally the February Board meeting.

If the recommendation of the Tenure Review Committee is to deny tenure, the probationer shall be so informed before the Appointing Authority is notified. The probationer shall have the right to submit written materials to the Appointing Authority stating his position regarding the recommendation.

In a case where the Appointing Authority disagrees with the recommendations of the Tenure Review Committee and is considering either nonrenewal or granting tenure, the following procedure shall be used:

- a. The Appointing Authority shall request the Tenure Review Committee to review further its recommendations. The Appointing Authority shall then direct its designee to convene a meeting with the Tenure Review Committee to discuss the Board's concern.
- b. After the Tenure Review Committee completes its review and considers any suggestions from the Appointing Authority, the Committee may request a meeting with the Appointing Authority in executive session and/or may send a second recommendation to the Appointing Authority not later than 10 days after the Appointing Authority's request for further review or the executive session, whichever is later.
- c. The Appointing Authority will then make the final decision.

508 Procedures for Granting Tenure - Additional Provisions

In addition to the procedures described above, the following shall apply:

- a. All candidates for tenure must be reviewed by the Tenure Review Committee. The recommendations of the Tenure Review Committee shall be considered by the Appointing Authority before tenure may be granted.
- b. The Tenure Review Committee chairperson shall convene the first meeting of the Tenure Review Committee each year during fall orientation. The committee shall take whatever action is necessary to form a working committee for each new probationer and to start the process of evaluation started by the fourth week of each quarter.
- c. To provide for an effective transition, all Tenure Review Committees that were established under the former rules shall become working committees under these rules except those Tenure Review Committees for probationers in their third year of probation.

509 Appeals Review Committee

509.1 Composition

The Appeals Review Committee shall consist of five members and four alternates.

- a. One member and one alternate shall be administrators.
- b. Three members and two alternates shall be tenured teaching faculty.
- c. One student and one student alternate shall be full-time students.

509.2 Formation

The Appeals Review Committee shall be formed as follows:

- a. The President shall appoint one administrator as member and one as alternate, both to serve three-year terms.
- b. The faculty and instructional unit chairmen or heads acting as a unit shall elect three tenured faculty members and two alternates from a list of nominees, one from each instructional unit. Alternates shall be selected in order of plurality and shall become members of the Committee in that order in case a member becomes unable to serve. In the initial formation of the committee, one of three teaching faculty shall be chosen by lot to serve three years, one shall serve two years, and one shall serve one year. The terms of elected faculty members, after the initial formation, shall be three years.
- c. The student representative and a student alternate shall be full-time students and shall be chosen by the student association in such manner as the members thereof shall determine. For the purposes of this policy a full-time student shall be defined as currently enrolled in twelve or more credit hours.

If the Committee is actively reviewing a case under the procedure or this policy at the time the terms would expire, members shall continue in office until that case is concluded.

The Appeals Review Committee shall be convened by the administrator appointed by the President each fall quarter to elect the chairperson for the coming college year.

509.3 Functions

A tenured faculty member shall not be dismissed from his appointment except for sufficient cause, nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for sufficient cause. The Appeals Review Committee shall, upon written request of the faculty member(s) involved, review the evidence including testimony from all interested parties and shall prepare recommendations on the proposed action and submit such recommendations to the Appointing Authority prior to the Appointing Authority's final action.

Termination for cause of a tenured faculty member, or the dismissal for cause of a probationer prior to the expiration of his term of appointment, shall be considered by the Appeals Review Committee and the Appointing Authority if such reviews are requested by the faculty member(s) involved.

Prior to the dismissal of a tenured faculty member or a faculty member holding an unexpired probationary faculty appointment, and upon a written request for a hearing, the case shall first be reviewed by the Appeals Review Committee. The review shall include testimony from all interested parties including, but not limited to, other faculty members and students. The faculty member whose case is being reviewed shall be afforded the right of cross-examination and the opportunity to defend himself.

510 Dismissal Proceedings

510.1 Notice of Dismissal

If the President concludes that there are grounds for terminating a tenured faculty member's employment, or for terminating a probationer's contract before its expiration, the following procedures shall apply:

- a. The President shall notify the faculty member in writing of the proposed action and shall provide him/her with a summary of the charges which led to the notice. Any concurrent notice of suspension of the faculty member shall not be considered contractual termination, which is a matter only to be accomplished through due process. Suspension shall be with pay. This notice shall be sent, by registered mail, to the faculty member by the President and shall specify the date written request for a hearing is due.
- b. After notification of the proposed termination, the affected faculty member has 15 days to submit his written request to the President for a hearing. If the President does not receive this written request with 15 days, the faculty member's right to a hearing will be deemed waived.

- c. If the President receives a written request for a hearing, he shall immediately notify the Appeals Review Committee and provide them with a copy of the notice given to the affected faculty member.
- d. When the Appeals Review Committee receives notice of a request for a hearing, within 10 days of such notice and after consultation with both the President, or designee, and the affected faculty member, the Appeals Review Committee, in consultation with the hearing officer, shall establish a hearing schedule to receive testimony from all interested parties.

510.2 Formal Proceedings

A short and plain written statement, in reasonable particularity of the ground for dismissal shall be formulated by the President. This notice shall be sent, by registered mail, to the faculty member by the President.

In addition, this notice shall contain:

- a. A statement of the time and place of the hearing which shall be after not less than 20 days notice.
- b. A statement of the legal authority and jurisdiction under which the hearing is to be held.
- c. Reference to any particular statutes or rules involved.

The faculty member concerned shall be accorded the following procedural rights.

- a. The right by one peremptory challenge to remove up to two members of the Appeals Review Committee prior to the commencement of the hearing proceedings.
- b. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least 10 days prior to hearing on the matter towards which the testimony of the witness is considered material.
- c. The right to be free from compulsion to divulge information which he could not be compelled to divulge in a court of law.
- d. The right to be heard in his own defense and to present witnesses, testimony, and evidence on all issues involved.
- e. The right to the assistance of the Appeals Review Committee in securing witnesses and evidence.
- f. The right to counsel of his choosing who may appear and act on his behalf at the hearing.

The Chairman of the Board of Trustees (Appointing Authority) shall select a legally trained hearing officer and shall inform the Appeals Review Committee of his selection. If the Appeals Review Committee objects, in writing, to the hearing officer, the Chairman of the Appeals Review Committee shall so inform the Chairman of the Board of Trustees (Appointing Authority) within five days and shall suggest a different legally trained hearing officer. If the Chairman of the Board of Trustees (Appointing Authority) objects to the hearing officer suggested by the Appeals Review Committee, he shall so inform the Chairman of the Appeals Review Committee within five days and shall suggest a second legally trained hearing officer. This process shall continue until a mutually acceptable hearing officer is selected or until each has named three hearing officers after which the Appointing Authority shall select the hearing officer. The hearing officer shall preside over the hearing and be reimbursed by the Appointing Authority.

The hearing officer shall determine the ordering of proof, admissibility of evidence, and make any other rulings necessary in the course of the hearing.

The hearing officer shall prepare a record of the hearing before the Appeals Review Committee with a copy to the Appointing Authority, to the Appeals Review Committee, and to the faculty member whose case is being heard which shall include:

- a. all pleadings, motions, and rulings,
- b. all evidence received or considered,
- c. a statement of any matters officially noticed,
- d. all questions and offers of proof, objections, and ruling thereon,
- e. proposed findings and exceptions, and
- f. a copy of Appeals Review Committee's recommendation or report.

The Committee should reach its decision in conference, on the basis of the hearing, within 10 days after the conclusion of the hearing. Before doing so, it should give opportunity to the faculty member or his counsel(s) and the representative(s) designated by the President to argue orally before it. If written briefs would be helpful, the Committee may request them. The Committee may proceed to decision promptly, without having the record of the hearing transcribed, if it feels that a just decision can be reached by this means; or it may await the availability of a transcript of the hearing if its decision would be aided thereby. It should make explicit findings, through a majority vote when necessary, with respect to each of the grounds of removal presented which shall be based exclusively on the evidence and matters presented. The President and the faculty member shall be notified of the recommendation in writing and shall be given a copy of the record of the hearing. The Committee shall recommend as follows:

- a. Sufficient cause for dismissal exists, or
- b. Sufficient cause for dismissal does not exist

510.3 Presentation of Case

The President may present the case against the faculty member or may designate a representative of his choosing.

510.4 Closed Hearing

Unless otherwise requested by the faculty member whose case is being reviewed the hearing shall be closed. However, interested parties, including students, shall be given an opportunity to present evidence.

510.5 Consideration by Board of Trustees

The Appeals Review Committee shall transmit to the Appointing Authority a full report stating its recommendation. Review by the Appointing Authority shall be based on the record of the Appeals Review Committee hearing, accompanied by opportunity for argument, oral or written or both, by the principals at the hearing and/or their representatives. Only after study of the Committee's recommendation should the Appointing Authority make a final decision. The Appointing Authority shall, within 10 days following the conclusion of such a review, send written notice, by registered mail, of its final decision to the faculty member(s) involved. This notice of final decision shall specify the findings of facts and conclusions of law supporting the decision by the Appointing Authority. A copy of this notice shall be sent to the Chairman of the Appeals Review Committee. Any decision to dismiss shall be based solely upon the original charges as brought to the Appointing Authority and established by a preponderance of evidence at the hearing to be sufficient cause or causes for dismissal.

510.6 Publicity

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, no public statements about the case by either the faculty member, Appeals Review Committee or administrative officers shall be made until all College proceedings have been completed. Any announcement of the final decision shall include a statement of the Appeals Review Committee's recommendation.

510.7 Appeal of Dismissal

Any faculty member dismissed shall have the right to appeal the final decision of the Appointing Authority, in accordance with Higher Education Administrative Procedure Act, chapter 288.19 RCW, as now or hereafter amended, within 30 days of receipt of the notice.

600 FACULTY ASSIGNMENTS FOR FULL-TIME FACULTY

601 Introduction

601.1 Responsibilities to Classes

An instructor should meet and teach classes published in the official schedule of courses.

An instructor should meet with his classes, collectively or individually, during the scheduled final examination periods for a legitimate instructional purpose.

An instructor should assign, evaluate, and, within a reasonable length of time, return whatever written work might aid students in meeting goals of the course.

601.2 Responsibilities to Students Outside of Class

Except when class or final examination scheduling makes it impractical, a full-time instructor should be available for students or community members, without appointments, for a minimum of one posted office hour each day with some variance of hours during the week, when possible for convenience of students.

601.3 Responsibilities to the Institution

A full-time instructor is expected to participate in professional institutional activities such as advising, and committee, division, and other faculty meetings, in accord with his commitment to the students, the College, and the teaching profession.

602 Teaching Faculty Assignments

The College and the Association recognize that faculty members normally average more than 40 hours of work per week in carrying out their professional responsibilities as described in section 601. Many of these hours are normally planned by the individual faculty member.

Full-time instructors will be assigned by the College for contact with students through scheduled classes, laboratory sessions, activities, advising, and office hours. These hours may include time for travel to off-campus assignments, and coordination or committee work when the number of hours have been assigned by the College. Teaching loads will continue to be assigned by the College on an equitable basis within each instructional division.

602.1 Teaching Assignments - Credit and Contact Hour Loads

The following ranges, used in assigning classes and adjusting faculty assignments according to Section 700, are meant to reflect general practice, with the division, not necessarily what division faculty philosophically considers an ideal load.

The following ranges are expressed on an annual basis

Division	Cr. Hr. Range	Contact Hr. Range
A Social Science	40-48	495-660
C Business	40-48	495-790
E Health & P.E	40-48	495-790
G Humanities	40-48	495-660
I Engr/Math/Science	40-48	495-790
K Tech. & Ed. Services	40-48	495-790
Developmental Studies	45-50	660-990

In determining the credit hour full load assignments from the above grid, class credit hours or equivalent shall be counted, excluding special low enrollment classes. Variable credit classes, night classes, mathematics laboratory, learning skills laboratory, reading laboratory, combined class sections, and team teaching assignments may be included as determined by the Dean of Instruction in consultation with the appropriate division chairman.

In calculating the contact hour full load assignments, class contact hours for lecture and laboratory as defined by the appropriate entry in the Course Master File shall be used. Clinical, systems, and other hours that may be listed in the Course Master entry may be included as determined by the Dean of Instruction in consultation with the appropriate division chairman.

In assigning classes, the Dean of Instruction and the division chairman shall consider both the credit and contact hour ranges. It is intended that individual faculty loads meet both ranges and that annual credit hours average for full-time faculty in each division equal or exceed 45 credit hours unless adjusted as provided in other sections of this Salary Program.

602.2 Teaching Assignments - Full-Time Equivalent Student Loads

The calculations to be made under this section are intended to assist the College in meeting the requirements of the State apportionment formula. This formula includes a computed state-wide teaching ratio. This ratio, adjusted to 72 percent staffing level, will be the basis for determining the teaching load standards against which individual faculty assignments and teaching area will be compared.

By November 1, the Dean of Instruction's Office will print and distribute the FTE teaching load standards based on the previous year's data. This report shall use the following format:

Division/Area	FTE Standard
A	.
.	.
.	.
T	.

The HCEA will be provided the entire HEGIS standards and calculations, in sufficient detail, to verify accuracy. The HCEA may appoint a committee of one to three persons to monitor the calculations used to construct the above teaching standards.

The Association and the College encourage faculty to become familiar with the above calculations. The data necessary for calculating individual teaching loads and comparing them to the divisional, teaching area, or individual standards are available to faculty from the appropriate division chairman. To assist in making these calculations, an example has been included in Appendix A.

In assigning classes and assessing teaching loads, it is intended that both individual faculty assignments and the aggregate of full-time faculty loads within a division attempt to meet the above standards.

603 Non Teaching Faculty Assignments

603.1 Counselors and Other Student Services Faculty

Faculty in Counseling and other Student Services shall be assigned an average 30 hour workweek. This professional contact time shall consist of scheduled availability for student and community member contact and other responsibilities including instruction, preparation, research, staff and resource development, testing, project management and related faculty functions. The schedule and nature of the assignment shall be developed by Student Services administrators in consultation with the involved faculty members.

603.2 Library Faculty

Faculty in the Library shall be assigned an average 32 hour workweek. The schedule for coverage of the Reference Desk and other stations manned by professional librarians will be given first priority in scheduling as determined by the Director of the Library in consultation with the Library faculty.

604 Faculty Assignments - Combination Assignments

Where counselors or librarians perform teaching assignments, their responsibilities shall be adjusted to meet the appropriate combination of standards established in this section.

Where teachers are teaching classes under two or more divisions (and/or areas) that have differing standards, an individual standard shall be calculated using the appropriate data above.

700 ADJUSTING FACULTY ASSIGNMENTS

This section provides two levels of adjusting faculty assignments. These levels (minor and intermediate) are intended to address faculty load problems. These levels may be used to adjust individual faculty teaching assignments when teaching area (administrative unit) and/or divisional teaching loads meet the following criteria:

Minor level: Should the aggregate of full-time teaching loads in the previous academic year within a teaching area (administrative unit) fail to be within 95 percent of the teaching load standard and the aggregate of full-time teaching loads within the division fail to meet 95 percent of the standard, adjusted to an annual basis, minor adjustment procedures may be used.

Intermediate level: Should the aggregate of full-time teaching loads in the previous academic year within a teaching area (administrative unit) fail to be within 85 percent of the teaching standard and the aggregate of full-time teaching loads within the division fail to meet or exceed 90 percent of the standard (see section 602.2), adjusted to an annual basis, intermediate adjustment procedures may be used.

Whenever the teaching loads fail to meet the criteria described above, the adjustment level will be revised to the appropriate level, either more or less serious as the case may be, with written notice from the Dean of Instruction to the affected Division Chairperson.

701 Procedures for Making Minor Adjustments

Should an analysis of individual faculty teaching load(s) indicate that minor adjustments are the only level of this section that is needed to address the problem, the Dean of Instruction or his designee, appropriate Associate Dean, the division chairman, and the division member(s), shall meet and explore adjustments that would ensure that the individual and/or divisional faculty load(s) will meet the standards in subsequent quarters.

702 Procedures for Making Intermediate Adjustments

702.1 Voluntary Adjustments

Should intermediate adjustments be needed, the following possibilities will be explored by the division and the division chairperson:

- a. Seek volunteers to teach night or additional classes as part of their regular load.
- b. Seek volunteers to adjust teaching load to match demand (e.g., 4 courses in fall, 3 (usual) winter, 2 spring).

- c. Seek volunteers to teach a proportionately smaller load at a proportionate rate of pay.
- d. Seek volunteers to teach other than the normal academic year (e.g., fall, winter, and summer quarters) as their normal contract.
- e. Seek volunteers to teach a full annual load over four quarters rather than three.
- f. Seek volunteers to teach two regular quarters and take one quarter leave without pay.
- g. Seek volunteers to retire early.
- h. Consider reassigning faculty nonteaching duties as follows: A division, acting as a unit, may vote to have one or more of its members perform faculty duties other than teaching, thus releasing others for class offerings of greater need. This assumes that those division members released from specific nonteaching duties, agree to expand their instructional teaching assignments accordingly.
- i. Seek volunteers to teach classes normally assigned to part-time or crossover faculty.
- j. Encourage faculty applications for education leave to improve the faculty member's flexibility in teaching assignments.

702.2 Involuntary Adjustments

If the above discussion does not produce voluntary resolution to the problem, the Dean of Instruction shall identify specific involuntary options, using the five approaches below that would be used to resolve the problem. The division chairperson and the division members shall discuss these options. If the voluntary resolution of the problem is not found by the division chairperson, the Dean of Instruction may:

- a. Assign evening or additional classes as part of the full-time load. Unless desired or otherwise unavoidable, no person assigned such a schedule would be required to accept such a schedule for consecutive quarters.
- b. Assign individual faculty members to other types of professional assignments with the College for which they are qualified.
- c. Assign individual faculty members to teaching loads matching demand (e.g., 4 courses in fall, 3 (usual) winter, and 2 in spring).
- d. Assign individual faculty members to teach classes assigned to part-time and/or crossover faculty.

800 REDUCTION IN FORCE

801 Introduction

This procedure provides a means of reducing tenured faculty, should that become necessary, through procedures that will make the reduction equitable, expeditious, and economical.

These procedures address reduction in tenured faculty only, based on the understanding that affected part-time and probationary faculty would be laid off before or concurrently as these procedures are implemented, unless each provides a service or a class offering that is identified as most necessary and for which no tenured faculty are qualified (see section 803.7 below).

802 Conditions of Implementation

These procedures provide a means for laying off full-time tenured faculty in response to two potential situations: (1) changing patterns of student interest and class utilization, and (2) a major unanticipated financial, enrollment, or other reduction.

802.1 Low Enrollment

To implement these procedures in response to changing patterns of student interest and class utilization, the following two criteria must be met:

- a. The aggregate of the full-time teaching loads within a division meets the standard for intermediate adjustment (see section 700) for two of the previous three years, beginning with the 1980-81 college year.
- b. The previous academic year's aggregate of all full-time teaching loads fails to meet or exceed 95 percent of the standard (see section 700).

Should the above criteria be met, the process will begin with section 803.

802.2 Financial Emergency

To implement these procedures in response to a major unanticipated financial, enrollment, or other reduction, the following criterion must be met:

The College must be facing a 10% or greater reduction in comparable base state allocation as measured against the previous year's appropriation.

Should the HCEA President, upon receiving the notice specified in 803.1, not be satisfied that the above criterion has been met the following procedure shall be used until a decision or agreement is reached.

- a. Within five days of the notice specified in 803.1, the HCEA President, and his or her designee, may request to meet with the President and her staff to review and discuss the data used to determine if the criterion had been met.
- b. The meeting shall be held within five days after receipt of the above request.
- c. If not convinced the criterion has been met the HCEA President shall submit a written request to the President asking for reconsideration of the decision. The request shall be made within five days after the meeting and shall include all data necessary to substantiate the assertion.
- d. The President shall make the final decision within five days after receiving the above request.
- e. If no agreement has been reached, the HCEA President may request the question: "Is or is not the College facing a 10 percent or greater reduction in comparable basic state allocation as measured against the previous year's appropriation?" be submitted to an arbitrator as specified in the Faculty Grievance Procedure (see section 903). The procedures set forth in the above sections shall be followed, except the arbitrator shall be restricted to answering the above question "yes" or "no."

Nothing in the above procedures shall delay implementation of the remaining provisions of this Reduction In Force procedure. Time lines noted above may be revised by mutual agreement between the Presidents.

The location, occurrence, and existence of conditions affecting enrollment or funding that meet the above criteria may necessitate reduction of tenured faculty. This determination shall be made by the Board upon recommendation by the President. A full review of factors contributing to a possible reduction in force, including other alternative courses of action that may relieve the condition, will be made prior to instituting this reduction in force procedure.

In evaluating and determining essential course offerings and services under the criteria, the President shall strive to make an equal percentage FTE-S reduction between academic and vocational courses as defined by the Course Master HEGIS code using the previous instructional year as the basis for the calculations.

The College and the Association agree that should tenured faculty be issued layoff notices as provided under the criteria in section 802.2, layoff notices will be sent to classified staff and administrative/exempt staff to make a proportional FTE reduction equal to or greater than the reduction in full-time faculty. During the period of this agreement, the authorized positions against which the reduction percentage will be applied shall be the positions authorized and included in the 1980-81 General Fund Budget, as approved by the Board on June 12, 1980.

803 Procedure

If circumstances indicate that the College may need to lay off tenured faculty members under the conditions specified in section 802, the following criteria and procedures will be used:

803.1 Presidential Review and Notification

The President will review the nature of the problem facing the College and determine those support services that are most necessary and the level to which they are to be supported at Highline Community College. If reductions in the tenured faculty are or may be necessary in the near future, the President will give notice of the potential reductions to the Highline College Education Association. This notice shall include the reasons and data supporting the proposed reductions as well as the data used to meet the criteria and conditions set forth in section 802.

803.2 Transmission of Relevant Data and Criteria

The President of the Highline College Education Association, and his or her designees, upon written request, may meet with the President and her staff to review and discuss the reasons and data that may result in the need to reduce tenured faculty. All data to be used in the decision-making process will be made available to the Association. The President, or designee, shall present and explain the criteria used to identify the magnitude of the problem, the distribution of potential reduction among the major organizational units (if appropriate), and the criteria to be used to identify the programs to be reduced or eliminated, if such changes are necessary. The criteria to be used to identify those faculty to be laid off shall be included in this presentation.

803.3 Formation and Convening of Committee

If it appears a reduction in tenured faculty may occur the President shall direct the Reduction in Force Review Committee to be formed, as specified in section 804.5, and shall direct the Dean of Instruction to convene a meeting of the RIFRC and the Dean of Students (if appropriate) to discuss the data used in the decision making process and the potential approaches to resolving the problem.

803.4 Committee Report to President

After the members of the RIFRC have been identified, the Dean of Instruction shall convene the Committee, along with the Dean of Students (if appropriate), to present and explain the problems, the appropriate data including current financial information, and the criteria to be used to identify those tenured faculty member(s) who are to be or may be laid off, as well as the program(s) to be reduced or eliminated. Additional meetings may be scheduled upon request of the RIFRC chairman and agreement of the appropriate dean.

Following the last meeting, the RIFRC will proceed to study the information and the reduction in force decision(s) and within 15 calendar days of the last meeting or 30 days of the initial meeting, whichever occurs first, the RIFRC will submit to the President of the College its suggestions and/or recommendations.

803.5 Identification of "Most Necessary" Courses and Services

The President, with advice from the affected faculty and division chairpersons and the Deans, shall decide in the case of each affected division what course offerings and/or other services are most necessary to maintain quality education at Highline Community College. The President shall consider, but not be limited to, the following factors:

- a. Reviews of all offerings in each affected division and the need for the offerings to meet degree and transfer requirements.
- b. The goals and objectives of Highline Community College and the State Board for Community College Education.
- c. Information concerning faculty and administrative vacancies occurring through retirement, resignation, sabbatical, and leave of absence.
- d. The enrollment and the trend in enrollment for not less than four consecutive quarters, if applicable, and their effect upon each division.

803.6 Layoff by Seniority

If a reduction of tenured faculty is necessary to meet changing patterns of student interest, utilization, etc. (see section 802), the least senior division member whose primary discipline demonstrates the greatest negative percentage deviation for the discipline standard will be laid off unless a majority of that faculty member's assignment is composed of course offerings or services identified as most necessary and no one with more seniority can provide those class offerings or services. In this case the lowest ranking member will be passed over and the second lowest in the discipline having the greatest negative percentage deviation will be laid off. This process will continue until the necessary number of reductions are made. Seniority shall be determined as specified in section 804.4.

If a reduction in tenured faculty is necessary to meet a major unanticipated financial, enrollment, or other reduction (see section 802), the order of layoff will begin with those having the least seniority. The faculty member with the lowest rank will be the first to be laid off unless a majority of that faculty member's assignment is composed of classes or services identified as the most necessary and no one with more seniority can provide the services. In this case the lowest ranking member will be passed over the second lowest will be laid off. This process will continue until the necessary number of reductions is reached. Seniority shall be determined as described in section 804.4.

803.7 Qualification for Reassignment

The President, with advice from the appropriate dean and appropriate division chairpersons, will determine if a faculty member is qualified for an assignment when considering possible reassignment due to reduction in force.

803.8 Notification of Layoff and Appeals

The President of the College shall, within 15 calendar days following receipt of the RIFRC suggestions and/or recommendations, advise the RIFRC of her final decision. Should this decision include the institution of a reduction in force of tenured or probationary faculty member(s), the President shall provide written notification to the individual faculty member. Notification shall be sent by registered letter, return receipt requested, to the affected faculty member and shall specify the date a written request is due for an appeal of the decision, as specified under WAC 1321-128-130, as now adopted or subsequently revised, with this exception: the appeal process could result in the faculty member being put on layoff status only and could not reduce other provisions set forth in this section. Under no circumstances shall this notice be given less than 90 days before the expiration date of the current individual contract. The precise notice date will be determined during the refinement of procedures as provided in the reopening clause.

804 Other Provisions

804.1 Right to Part-Time Employment

A tenured faculty member whose contract was not renewed as a result of this faculty reduction procedure has a right to identify class sections scheduled to be taught by part-time instructors that he would like to teach. The instructor must meet the qualifications normally used by the division for all classes identified and approved by the Dean of Instruction. The right to claim part-time employment will be on reverse seniority, most senior first.

Should a faculty member wish to appeal a decision regarding his ineligibility to teach specific classes, he may notify the Qualifications Appeals Committee through the Dean of Instruction and provide the Committee with all relevant information concerning his qualifications. After reviewing this information, the Qualifications Appeals Committee shall meet with the Dean of Instruction to discuss the instructor's qualifications. The committee shall make its recommendation to the President within five days after meeting with the Dean and shall notify the appealing faculty member. The President shall accept or reject the Committee's recommendation within 10 days after reviewing it.

The Qualifications Appeals Committee shall be composed of one member elected from the division of the appealing faculty member, one member elected from the division offering the class(es) the appealing member wishes to teach, one member appointed by the College President, one member appointed by the Dean of Instruction, and the vice-chairman of the Faculty Senate.

804.2 Right of Recall

A tenured faculty member whose contract was not renewed as a result of this faculty reduction procedure has a right to recall (the right to accept or right to first refusal) to any vacant annually contracted faculty, administrative or exempt position, either a newly created one or a vacancy, providing he/she is qualified as determined by the College President. The recall shall be in reverse seniority, the most senior first. The right of recall shall extend three years from the date of layoff provided that the laid off faculty member advised the Director of Personnel, in writing, of his/her current address. Notification of recall shall be sent by registered letter, return receipt requested, and a copy of such notification shall be sent to the Highline College Education Association.

If a laid off faculty member rejects an offer of recall, or fails to respond within ten calendar days from the date of acknowledgement of receipt of the registered letter or within 20 calendar days of the actual posting date of the registered letter, whichever date is sooner, layoff status will be terminated. However, the faculty member shall remain on layoff status if he/she rejects an offer to recall for a position less than commensurate with the position formerly held as determined by the College President. All benefits accrued at the time of layoff shall be reinstated at the time of recall, consistent with applicable state laws.

804.3 Position Application Assistance

The Director of Personnel shall notify all other institutions of higher education in the state in a reasonable effort to obtain similar employment for faculty laid off as a result of reduction in force procedures.

804.4 Seniority Determination

Seniority shall be determined by establishing the date of continuous annually contracted professional service for Highline Community College which shall include leaves of absence, sabbatical leaves, and periods of layoff. (This shall include professional services for the Highline School District #401 prior to July 1967, if assigned to Highline Community College).

The longest term of employment as thus established shall be considered the highest level of seniority. In instances where faculty have the same starting date of the first annual probationary or permanent contract, seniority shall be determined by number of quarters of part-time service prior to the above contract. If the above two criteria are the same, seniority shall be determined by the signature date on the first annual contract for the most recent period of continuous annually contracted professional service for Highline Community College. In cases where seniority is still equal, seniority shall be determined by lot.

804.5 Reduction in Force Committee

Upon receipt of a written notice from the President of the College that reductions in staff are, or may be, necessary in the near future, the President of Highline College Education Association will submit to the President, within 15 calendar days of the receipt of the written notice, the names of the four elected tenured faculty members who will serve on a Reduction in Force Review Committee (RIFRC), plus two alternates to serve in cases where one or two of the elected members cannot serve. The election will be conducted by the Highline College Education Association with voting limited to tenured faculty.

The committee will be comprised of:

- a. Four faculty members to be elected by the faculty,
- b. two designees of the President,
- c. the Vice President,
- d. the President of Highline Community College Education Association shall serve as ex-officio, nonvoting resource on the reduction in force committee.

The functions of the review committee will be to:

- a. Elect a chairperson,
- b. review the data used in the decision-making process leading to a reduction in force,
- c. meet and discuss with the Dean of Instruction and Dean of Students (if appropriate) the data and the other possible alternatives to resolving the problem,
- d. forward a recommendation to the President on how the problem facing the College should be solved.

901 Selection of Division Chairmen

901.1 Appointment of Division Chairmen

An appointment of a division chairman shall be made, subject to Board confirmation, by the President. The President shall seek advice, consultation, and recommendation by the Dean and by faculty of the division for which the appointment is to be made. Such appointment shall be for a specified time, unless revoked. A division chairman may be reappointed for a specified time.

The faculty of the division shall have the right to be involved in the periodic evaluation of a chairman, and it shall have the right to petition the President for evaluation at other times.

901.2 Procedures Leading to the Appointment of Division Chairmen

The following steps are to be taken in sequence.

1. Vacancy in a division chairmanship will be declared by the President in written communication to the appropriate dean or associate dean (hereinafter called "the dean"), to the members of the division and to the Director of Personnel, and will include a timetable for the steps which follow.
2. Job descriptions will be compiled and up-dated by the appropriate dean, who will, in the process, consult with the President, the members of the division, and, when appropriate, with the retiring division chairman, reviewing and discussing draft proposals with them.
3. Announcements and job descriptions of the position will be posted and distributed to the faculty of the division and to other College faculty who may request them, to the appropriate dean, to the President, and to the Personnel Director. Applications will be filed with the Personnel Director.
4. Within one week following the announced date of the closing of applications, the appropriate dean will call the members of the division faculty together including, if possible, representation from the part-time staff. After convening the meeting, the dean, the chairman, and identified applicants will depart. The division faculty will:
 - (a) Elect a presiding officer pro tem.
 - (b) Discuss and decide upon the manner by which its members will (1) study the applications, (2) invite and conduct interviews, (3) decide upon its recommendations regarding the chairman to be chosen.
5. The Director of Personnel will make available to the President, to the appropriate dean and to those division members authorized by the division all confidential records, and other materials, received by him from or at the request of applicants.
6. Following receipt of applications from within the College, the appropriate dean will evaluate the applicants, will consult with the entire division faculty, will ascertain from them the results of their deliberations under No. 4 above, and then with the President, before the division, the President, or the appropriate dean have made their final selections. When tentative indications are that a single person is acceptable to each of the three parties, the appropriate dean will so inform the division faculty and the President. Following an exchange of memoranda of intent, the President will appoint that person, subject to the approval of the Board of Trustees. If a person is not identified in this manner, the procedures below will be followed.
7. If agreement is not reached as in No. 6, division faculty will recommend two or more persons for the position and transmit their recommendations in writing to the appropriate dean. These recommendations may be in order of preference and accompanied by comment. If the division is not able to recommend two persons, the President will consult with the appropriate dean and will appoint an acting division chairman for one year only. An acting division chairman may not be reappointed to the same position, except as provided in item 11 below.
8. The appropriate dean will consult with the President regarding the division's recommendations. If one or more of the persons recommended by the division is acceptable to both the dean and the President, then the one most acceptable to the President and the appropriate dean will be appointed.
9. If none is acceptable, the appropriate dean will consult with the division to reconsider and make further recommendations.
10. When so requested, the division faculty will reconsider. If it does not see fit to make additional recommendations, the President will appoint an acting division chairman as in No. 7 above, for one year only.
11. If the division makes additional recommendations, the President and appropriate dean will consult, as in step No. 8 above, and the President will appoint a chairman from those recommended or the President will appoint an acting chairman for one year only, as in No. 7 above.
12. If the President appoints an acting chairman for one year only, the process above will be repeated not more than one calendar year later.

901.3 Conditions of Appointment

1. The term of the division chairman will be three years. Reappointment following the evaluation process described below may occur on the recommendation of the division and concurrence of the appropriate dean and the President. In general, tenure of office in the division chairmanship should not exceed two or three terms.
2. If possible, the choice of chairman should be completed well before the end of the spring quarter.

902 Procedure for the Selection of the Dean of Instruction, Associate Deans of Instruction, Dean of Students and Director of the Library

1. When any of these positions becomes vacant, and the administration determines that is to be filled, each division (faculty) will elect two members to a pool of potential members of a screening committee (hereafter called the committee). Should a division fail to name two members within five days of the second request, the President or her designee, may complete the twelve member pool with other full-time College faculty members. For the purpose of these procedures, division chairmen are eligible for election to this pool. The divisions are: Business, Social Sciences, Engineering/Mathematics/Science, Health and Physical Education, Humanities, and Technical and Educational Services.
2. From this pool of twelve faculty members, the President will appoint five of whom no more than two can be division chairpersons to serve on the committee when filling instructional positions. When filling the Dean of Students position, the President will appoint two faculty members from student services and three from the pool of twelve. When filling the Director of Library position, the President will appoint two faculty members from the librarians and three from the pool of twelve. Should circumstances prohibit the presidential appointments as described above, the President will make faculty appointments from the pool of twelve as needed. The President will also appoint two administrators, or administrative representatives, to serve on the committee. The Director of Personnel will serve as a nonvoting ex-officio member of each committee.
3. The screening committee shall elect its chairman and will develop its operating rules.
4. The President, or designee, will develop a timetable for the process in consultation with the committee including the date of employment. If the timetable indicates that the process will (or does) extend beyond the end of spring quarter, any faculty committee member who cannot make a commitment to complete the total process will be replaced. That faculty member's division will elect a new member to the pool. The President will then select the committee replacement from the balance of the pool.

5. The administration will prepare a current job description and a statement of job qualifications to be used by the committee and in advertising for the position.
 6. The committee will meet with the President and/or designee and discuss position and personal qualifications, desirable qualifications, selection criteria, and selection procedures.
 7. The committee will prepare a statement of criteria and procedures to be used in determining which applicants to recommend to the President. These statements will be submitted to the President, or designee, for comment.
 8. The committee, after considering the President's comments (if any), will establish the written criteria and procedures to be used.
 9. The committee will review the applications, seek additional data as necessary and determine which applicants will be recommended for interviewing. This list of applicants will be sent to the President for comment.
 10. After considering the number to be interviewed, the budget impact, and any other factors considered important, the President will return the list, along with comments, to the committee. Should the President find anyone on the list not acceptable, that name will be removed. Should the number of candidates drop below what the committee believes to be a reasonable number to interview, the committee and the President will meet to discuss and resolve the apparent problem. If the problem is not resolved, the application process will be reopened.
 11. The committee, after considering the President's comments, if any, will establish the interview format to be used and develop a schedule for interviewing the acceptable candidates. In establishing the format and schedule, the committee will ensure that applicants can complete interviewing with the committee and administrative personnel, as suggested by the President or designee, in a single visit to the campus, when feasible.
 12. The Director of Personnel shall be responsible for all correspondence with the applicants.
 13. From the interviewed applicants, the committee will submit three or more names to the President of preferred applicants. The names can be ranked, or not, as the committee deems appropriate. In addition to the preferred applicants, the committee will also name two alternate applicants to be considered only if an applicant recommended by the committee either withdraws or does not accept the appointment. The named alternates can be ranked, or not, as the committee deems appropriate.
 14. Following whatever process they deem proper, the Appointing Authority, the President, and Board of Trustees will appoint one of the three preferred applicants to fill the vacant position.
- The committee and the faculty divisional pool will be dissolved.

903 Faculty Grievance Procedures

903.1 Faculty Grievance Procedures--Purpose

Faculty employees should have clear and open channels wherein they can take action to bring their grievances to the attention of the College's administration. The purpose of the following procedures is to provide an orderly system for such actions.

903.2 Definitions

1. "Employee Association" means the faculty organization recognized as the majority organization representing faculty employees pursuant to chapter 28B.52 RCW.
2. "Faculty employee" means any teacher, counselor, librarian, or division head, who is employed by Community College District No. 9, with the exception of those holding administrative appointments as defined by the Board of Trustees.
3. "Grievance" means an alleged violation of a specific section of a policy or policies negotiated between the Board of Trustees and the professional organization, certified pursuant to chapter 28B.52 RCW, or procedures which have not been negotiated but directly affect the working conditions of faculty employees, such as rules of faculty assignment.
4. "Days" shall mean workdays (Monday through Friday) excluding holidays as published in the official Highline College Calendar.

903.3 Procedures

Prior to filing a written grievance, a faculty employee who has a grievance regarding the implementation of a negotiated policy is encouraged to orally present such grievance to his division chairman or appropriate supervisor in hopes that an acceptable solution may be found. Any decision to continue with the grievance procedure beyond this stage shall rest with the individual lodging the grievance or by an individual grievant who is part of an aggrieved group.

1. Step one.

- a. Within ten days after an alleged grievance or within ten days after the faculty employee, through the use of reasonable diligence, should have known of the alleged grievance, a faculty employee who wishes to commence the grievance procedure shall present his written statement to the appropriate administrator as listed: Associate Dean of Instruction; Assistant Dean of Student Services; or the Director of the Library. The statement shall be specific as to the alleged violation, shall identify a provisions of negotiated policies alleged to be violated, shall list the facts of the particular case, and shall be signed by the aggrieved employee. Copies shall be mailed simultaneously to the Dean of Students, or the Dean of Instruction, as appropriate, to the College President, and to the president of the employee association.
- b. Within 10 days after receiving the grievance, the assistant dean or director shall communicate his response or remedy and its rationale in writing to the grievant and the president of the employee association.

2. Step two:

- a. If the grievance is not satisfactorily resolved at step one, the grievant, or the employee association if requested by the employee, may appeal, within 10 days after receiving the response from step one, to the Dean of Students or Dean of Instruction as appropriate. Such appeal shall be in writing and shall state why the response or remedy at step one is unsatisfactory.
- b. Within 10 days after receiving the grievance, the Dean of Students or Dean of Instruction shall communicate his response or remedy and its rationale in writing to the grievant and to the president of the employee association.

3. Step three:

- a. If the grievance is not satisfactorily resolved at step two, the grievant or the employee association on behalf of the grievant may, within 15 days after receiving this response, appeal to the President. Such appeal shall be in writing and shall state why the response or remedy at step two is unsatisfactory.
- b. Within 15 days after receiving this appeal, the President shall hold hearing on the grievance to include the grievant, the employee association president or representative, and those as appropriate.

c. Within 10 days after this hearing, the President shall send his written response to the grievant and to the president of the employee association. This response shall be considered the final position of the employer.

4. Step four:

If no satisfactory settlement is reached at step three, the employee association, within 10 days of the receipt of the step three decision, may appeal the final decision of the employer to the American Arbitration Association for arbitration under the voluntary rules. The arbitrator shall hold a hearing within 20 days of his appointment. Seven days notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his decision within 20 days from the date final written briefs have been submitted or if waived by both parties, 20 days after the completion of the hearing. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted to him. The decision of the arbitrator shall be final and binding upon the employer, the employee association and the affected employee(s). The fees and expenses of the arbitrator shall be equally shared by the employee association and the College.

903.4 Additional Provisions

1. Claims for back pay: All grievances must be filed in writing within 10 days from the time the alleged violation was to have occurred, or within 10 days after the faculty employee through the use of reasonable diligence should have known of the alleged violation. The College shall not be required to pay back wages more than 10 days prior to the date a written grievance is filed.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay except compensation he received that could have been earned while fulfilling his normal contractual obligations with the College.
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case.
2. Time Limits: Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Any grievance not advanced to the next step by the grievant within the time limit in that step, or if no time limit is specified within 10 days, shall be deemed resolved. All time limits within this grievance procedure may be extended in writing by mutual agreement between the parties.

3. Mailing: Wherever grievances, answers or appeals are required to be served upon the appropriate dean, the College President or the grievant, certified mail to the Dean at his campus address, or to the President at his campus address, or to the grievant at his/her campus address shall meet all service requirements hereof, except that personal service, duly receipted, shall also be adequate service.
4. Conferences: Hearings and conferences held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Such hearings shall be scheduled so as not to interfere with the programs and services of the College and no faculty employee shall suffer loss of salary when attending as requested. Unless otherwise requested by the faculty employee whose grievance is being reviewed and agreed by the College President, all hearings and conferences, including the arbitration hearings, if any, shall be closed.
5. Retroactive Settlement: Adjustment, judgment or settlement awarded as a result of the application of the grievance procedure may be retroactive to the time of the filing of the grievance. Wage and salary settlements shall be retroactive subject to the limits set forth in 903.4 1.b.
6. Record Availability: All data, records, and information necessary to the processing of a grievance shall be made available to the grievant and the grievant's counsel in a timely and expeditious manner. All documents, communications and records of the grievance shall be filed separately from the personnel file of the grievant. Subsequent to completion of the grievance, records will be available only to the chairperson of the HCEA grievance committee, the grievant and the President of the College. All other copies of records will be forwarded to the President within 30 days. These records shall be kept secure and confidential.
7. Reprisals: No reprisals of any kind shall be taken against any faculty member or counsel for participating in any grievance.
8. Withdrawal: A grievant may withdraw a grievance at any level by making a written statement to the College President. A copy shall be sent to the president of the employee association.
9. Appeals by the Employee Association: The employee association may appeal a grievance on behalf of an employee(s) provided that the employee(s) has (have) requested, in writing, the employee association to represent him or them as a group and provided the employee(s) has (have) not withdrawn the grievance.

10. Tenure: Decisions regarding tenure, dismissal, or nonrenewal shall not be grievable but shall be considered under procedures set forth in Rules and Regulations for the Implementation of Tenure as adopted by Community College District 9 and statutes RCW 28B.50.850 - 28B.50-869 of the State of Washington as now adopted or hereafter amended.
11. Multiple grievance: If two or more faculty employees file the same or closely related grievances, the College may consolidate them into a single grievance to ensure equal treatment and efficient processing. The employee association shall represent all employees in a consolidated grievance and shall be considered the grievant, subject to the restrictions in 903.4 (9), for the purposes of communications.

903.5 Jurisdiction of the Arbitrator

1. The arbitrator shall have no authority to render a decision or award which modifies, adds to, or subtracts from the provisions or conditions of any policy or policies negotiated between the Board of Trustees and the Employee association.
2. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator.
3. The arbitrator shall have authority to base his decision or award only on the evidence and matters presented by both parties in the presence of each other and the matters presented in the written briefs of the parties. His powers shall be limited to deciding whether the College has violated the express articles or sections of a negotiated policy. He shall not extend a negotiated policy, or nonnegotiated procedure, as defined in 903.2 4., beyond what is expressly written nor shall he imply conditions binding upon the College from negotiated policies, it being understood that any matters not specifically set forth in a policy remain within the College's rights.

903.6 Appeal of Arbitration

Petition by either party to a court of competent jurisdiction on any arbitration decision or award shall be based on the following:

1. The arbitrator exceeded his jurisdiction or authority under this grievance policy.
2. The arbitrator's decision or award is based on error of law.

904 Faculty Disciplinary Action

No faculty member shall be reprimanded, disciplined, or reduced in compensation without just cause. Prior to formal reprimand or other disciplinary action, and prior to any meeting where the faculty member is to be notified of such disciplinary action, the cause shall be reduced to writing and made available to the faculty member. A faculty member shall have the right to have one individual of his/her choice present at any meeting where the faculty member expects to be formally reprimanded, disciplined, or denied rights available under this agreement.

905 Addressing Student Complaints

The College administration staff, when receiving a student complaint concerning a specific faculty member, shall encourage the student to discuss the situation with the faculty involved before meeting with anyone else. If the student has already discussed the matter with the faculty member, he will be directed to meet with the division chairperson if he wants to pursue the complaint.

906 Faculty Protection

The College agrees to protect faculty members against actions, claims and proceedings arising out of their employment as provided in RCW 28B.10.842 as now adopted or hereafter amended.

907 Personnel Files

The official personnel file for each faculty member shall be maintained in the Personnel Office. It is understood that such files will be confidential. Other than for normal administrative use or to satisfy legal requirements, only the affected faculty member or a person designated in writing by the faculty member shall have access to a faculty personnel file.

Faculty members will be notified upon receipt of any derogatory materials by the Personnel Office for inclusion in their personnel files. Should such notification not be provided within ten days after receipt, materials shall not be placed in the personnel files nor allowed as evidence in any action taken against the faculty member.

Information to be placed in the personnel file and forming the basis for any warning, reprimand, discipline, or adverse effect shall be forwarded to the Personnel Office within six calendar months from the occurrence of events or matters noted, except for matters which have come before the PR&R Committee. PR&R Committee records which are to be included in the personnel file shall be forwarded to the Personnel Office within six calendar months from the time PR&R recommendations are made to the Dean of Instruction or other administrators of the College.

Records of processed grievances and tenure review records shall not be included in the official personnel file, but shall be maintained separately. Except for the contents of those two separate files documents other than those which have been placed in the official personnel file as prescribed herein shall not be used as evidence in any disciplinary action against a faculty member.

Upon request, the Personnel Director will provide faculty members a copy of the documents contained within their official personnel file. Should faculty members consider any documents within their official personnel file to be derogatory, they shall have the right to attach their comments to the document in question.

908 Salary Payment

908.1 Mode of Payment

Faculty members have the option of receiving their basic contracted annual salary spread over 12 months, with a balloon payment in June, or receiving payment spread over ten months without a balloon payment. Should an option not be indicated on the form provided, and returned to Personnel Services before September 15 of each year, the 12-month option with balloon payment will be applied. Faculty members who wish to have their pay checks deposited in their banks by direct electronic transfer may secure forms from Personnel for that purpose. The College administration will continue to work closely with Washington Community College Computing Consortium to develop a pay system that provides maximum flexibility to meet the College's faculty and staff needs. Additional options that may become available through the Payroll-Personnel System will be offered to faculty members.

908.2 Payment When Terminating

Should an individual's agreement be terminated by mutual consent during the school term, the faculty member shall receive a total salary which shall be in proportion to the number of days worked as compared with the total number of faculty work days in the academic year.

908.3 Deadline for Adjustments

No adjustments will be made in salary schedule placement after the second payroll accumulation (October 15) of each academic year, except to correct errors made by the College or to complete appeals of initial placement.

909 Payroll Deduction

909.1 Deductions from Salary Payments

Deductions from paychecks, such as FICA and other payroll taxes, are made as required by statute. Other deductions may be made upon written request(s) of the Payroll Office by individual faculty members. Normally these deductions are identified on the paycheck stub. Questions about these deductions should be directed to the Payroll Office and/or Personnel Office.

909.2 Right to Payroll Deduction for HCEA Membership

Consistent with applicable laws, the HCEA shall have the right to payroll deduction of membership dues and representation fees, including contribution to political action committees, for faculty, and such dues and representation fee shall be remitted by the College.

909.3 Accounting Deductions

Deductions for HCEA dues shall be made from the salary of each faculty member who has authorized the deduction by filing the appropriate forms with the Personnel Office. The College shall remit monthly to the HCEA or their authorized representative all monies deducted from the faculty as authorized.

909.4 Overpayment of Dues

The HCEA agrees to reimburse any faculty member from whose pay sums of money were deducted in excess of the total amount due the HCEA at that time, provided the HCEA actually received the excessive amount.

909.5 Other Deductions

Consistent with applicable laws, the College shall, upon receipt of authorization from a faculty member, deduct from the member's salary and make appropriate remittance for insurance plans, tax-shelters as provided by the IRS code, credit union, and charitable donations, including the College endowment fund and/or foundation. Other programs may be added as jointly approved by the HCEA and the College.

1000 BENEFITS

1001 Insurance

The College will provide the maximum contribution for each faculty member in premiums for approved plans in which the faculty member chooses to participate. This contribution will be applied in accordance with the rules and regulations as established by the State Employees Insurance Board. Eligibility for this contribution shall be determined by the rules and regulations as now established, or hereafter amended, by the State Employees Insurance Board.

The Personnel Office has information about rates, benefits, payroll deduction procedures, and other information about the insurance programs.

1002 Tax Deferred Annuity

Tax-deferred annuity plans are available to faculty appointed to authorized positions. Information about these plans may be obtained in the office of the Director of Personnel.

1003 Sick Leave

1003.1 Reporting

In case of his own absence during contracted days, the faculty member should call the Division Chairman or appropriate administrator as early as possible so that suitable arrangements may be made for instruction and other responsibilities. Upon return and within two working days, the faculty member will report to the department coordinator, Division Chairman, or administrator and assist him in completing the Report of Absence form. The Division Chairman will forward the Report of Absence form to the office of the Dean of Instruction. This form will be sent to the Payroll Office via the Personnel Office.

1003.2 Absence Report

Report of Absence forms will be distributed to Division Chairmen and appropriate administrators prior to fall quarter by the office of the Dean of Instruction.

Absences will be reported as one of the following:

1. Illness (charged against sick leave)
2. Bereavement (up to 5 days charged against sick leave, see section 1003.6)
3. Personal (payroll deduction made to cover absence)
4. Emergency (approved by appropriate administrators, charge to be made against sick leave)

5. Vacation (applicable only to those not on faculty salary schedule or faculty contract)

6. Other (required description)

When deductions for substitutes are to be made, the name of the substitute is to be included on the report.

Any official travel or absence authorized and approved prior to the absence is not reported on these forms, but on appropriate Prior Approval and Class Coverage forms.

1003.3 Deductions

For calculating salary deductions in cases of unauthorized leaves, termination of contracts, and similar situations, a day's pay shall be considered as a pro-rata share of the individual's annual contract salary, usually 1/170th or one part of the total contracted days.

In cases where the cost of the substitute's salary is deducted from the faculty member's salary, the amount of the deduction shall be determined by actual cost of salary and benefits paid by the College for the replacement.

1003.4 Related to Illness

Each regularly employed full-time faculty member shall accumulate sick leave credit at the rate of one day for each month in which services are performed. Unused sick leave allowance is cumulative. There is no maximum accrual limit.

Faculty who are absent for illness in excess of five days in any one year may be requested to provide a doctor's certificate.

For absences due to illness beyond accumulated sick leave, a faculty member will be paid the difference between the contracted salary and the salary and benefits of a substitute, provided that his illness confines him. Such differential pay may be continued to the extent of one month per year of service within the Highline School District prior to July, 1967, and in Community College District 9 subsequent to that time but not to exceed the current contractual period.

Serious illness of spouse or children during which the faculty member's assistance is required may be reported as sick leave.

Appointments, examinations, and routine health check-ups, etc., are not considered personal illness.

Each faculty member shall receive a quarterly report showing his accumulated sick leave. The report will be supplied no later than two weeks after the conclusion of the quarter.

1003.5 Related to Pregnancy

Pregnancy disability will be considered the same as an illness or other disability. The employee may use sick leave for this purpose up to the limit of her accumulated sick leave. Length of maternity leave will be arranged by the faculty member and her division chairman with advice from the physician.

1003.6 Related to Death in Family

Sick leave may be used for absences not exceeding five days (bereavement leave) caused by death in the immediate family, parents, spouse, spouse's parents, children, brother or sister of the faculty member.

In the event of absences caused by death of other close relatives, a deduction in the amount of substitute's pay shall be made from the faculty member's salary. Such absences shall not exceed 3 days. Other close relatives are defined as including aunts, uncles, grandparents, grandchildren, and persons who are permanent members of the household at the time of their death.

1003.7 Related to Emergency

Sick leave may be used for emergency situations as authorized by RCW 28B.50.551. The use of leave under this provision shall be subject to the following:

1. Leave may be permitted for matters which, if not cared for at the appropriate time, would result in injurious hardship for the individual.
2. The burden of proof that an emergency exists which requires the individual's attention rests with the person taking leave. Appeals may be taken to the President for determination and recommendation.
3. Whenever possible, prior approval should be obtained from the appropriate division chairman or administrative head and the Dean of Instruction.

Approval for emergency leave is given by the appropriate division chairman and the appropriate Dean.

1003.8 Attendance Incentive Program

All regularly employed full-time faculty members are eligible to participate in an attendance incentive program, in accordance with the provisions of RCW 41.04.340, which provides monetary compensation for accrued sick leave as follows:

1. In January of each year, and at no other time, an employee whose year-end sick leave balance exceeds 60 days may choose to convert sick leave days earned in the previous calendar year minus those used during the year to monetary compensation at the rate of 25%, based upon the employee's current salary. All converted hours will be deducted from the employee's sick leave balance.
2. Employees who separate from the College due to retirement or death shall be compensated for their unused sick leave accumulation at the rate of 25%, based upon their salary at the time of separation. Retirement shall not include vested employees who leave funds on deposit with the retirement system.

1004 Professional Leave

1004.1 Introduction

Highline Community College maintains a Professional Leave program as an important means to improve the College's service to its students and community. Individual faculty members are encouraged to develop and submit specific proposals which will make improvement in instruction and services.

Faculty members on professional leave shall be entitled to the same rights and benefits as all other faculty members.

1004.2 Professional Leave Procedures

For leaves being contemplated for implementation in the subsequent fiscal year, the procedure for processing professional leave applications shall be:

1. Each faculty member wishing to be considered for professional leave must submit a written application following the outline suggested by the Dean of Instruction. Applications are to be submitted to the appropriate division chairperson, reviewed by members of the division and submitted to the appropriate Dean or Associate Dean, accompanied by written recommendations from the division.
2. All applications shall be processed to reach the Dean of Instruction by February 1.
3. All comments and recommendations for leave, including the estimated costs for replacements, shall be forwarded by the Dean of Instruction to the chairperson of the Professional Leave Committee for review and recommendation to the President for action. In addition to recommending approval of selected proposals, the Committee shall identify one or more alternates.
4. Final approval and granting of professional leave shall rest with the Board of Trustees upon recommendation of the President.

5. Notification to all applicants of the decisions concerning the granting of the leave shall be made on a timely basis, normally before the end of winter quarter of the academic year in which application is made.
6. All leave applicants denied leave shall be issued written statements by the chairperson of the Professional Leave Committee setting forth reasons for denial of leave requests.
7. If an applicant who had been granted leave is forced to cancel his/her leave plans, the leave may be granted to the first alternate.

1004.3 Professional Leave Committee Composition

The application procedures for granting professional leave shall be monitored by the Professional Leave Committee. The composition of the Professional Leave Committee shall be:

- 5 faculty representatives elected by the faculty
- 1 student representative selected by the Student Senate
- 1 Dean of Instruction

If a faculty member is applying for leave, that faculty member must resign from the committee. Faculty elected to replace these faculty representatives shall serve two-year terms.

1004.4 Professional Leave Criteria

In considering applications for professional leave, priority shall be given as follows:

1. Work or study directly concerned with programs at Highline Community College, planned with College officials, and/or work or study in a formal program directly concerned with the assigned teaching field.
2. Work or study that would enable a faculty member's professional assignment to be shifted to an area of higher need, as certified by the Dean of Instruction, shall be given a high priority by the Committee.
3. Other work or study resulting in professional improvement of the College staff, including acquiring practical experience through employment or other applications of skill and knowledge related to the College assignment.
4. Special consideration should be given to the quality of the proposed project.
5. When professional leave plans are considered equally meritorious, using the criteria above, the Committee can then consider length of service to the College and the number of quarters of professional leave already granted as valid criteria.

6. Faculty members having received a full year's leave within the last six years shall receive a low priority in the Committee's deliberations.

1004.5 Other Provisions

1004.5.1 Salary During Leave

Pay during professional leave shall be at the rate of seventy-one percent of the individual's basic contract pay. Faculty members on such leave are eligible for part-time faculty agreements, provided such assignments do not interfere with the leave assignment as determined by the appropriate dean. Faculty members on professional leave may accept employment, provided such employment does not interfere with the leave assignment.

1004.5.2 Agreement to Return

It shall be a condition of such leave agreements that the person must agree to return to the College upon completion of the leave period and shall serve for a period of two quarters for each quarter of leave, or shall pay to the College all prorated leave salary and fringe benefits unless the faculty member's employment was terminated by the College. The time allowed for repayment shall be twice the number of quarters on leave or at a rate mutually agreed between the faculty member and the College. Payments delayed beyond the two years shall include a reasonable interest rate. A faculty member returning from leave shall be entitled to the position held prior to the leave.

1004.5.3 Agreement for Satisfactory Completion

It shall be a condition of such leave that the faculty member shall satisfactorily complete the project and shall provide the President with a written report, including official transcripts of all College work, that summarizes the work completed and its benefits to the College. This report is due within two months after completion of the leave, summer quarter excluded. Should this report indicate the project was not completed or seemed unsatisfactorily completed, the President may refer the report, along with all documentation concerning the request, to the Professional Leave Committee for a recommendation. Failure to satisfactorily complete the project could result in faculty member having to refund the payments, or some portion thereof, to the College.

1004.5.4 Total Leave to be Granted

The total professional leave and cost of replacements shall not exceed statutory requirements as set forth in law at the date of adoption of this program, nor shall the total professional leave granted for 1983-85 be less than two full-time equivalent faculty per year.

1005 Faculty Exchange Leave

A faculty member may wish to arrange an exchange of work assignment with any qualified colleague at any appropriate institution in industry, education, government, or other place of employment. Such professional exchange requires that the faculty member's replacement at Highline Community College be qualified to perform the member's normally contracted duties or to perform another faculty assignment having a higher priority need.

While participating in such an exchange, the Highline Community College faculty member shall officially continue as a full-time contracted member of the faculty and shall be treated as such in all respects by the College; i.e., maintaining position on the Salary Schedule, insurance and retirement coverage, etc.

1006 Leave of Absence

A leave of absence without pay may be granted for a maximum of two consecutive years to a faculty member for personal and/or professional reasons. Leaves of over one quarter in length are granted by the President.

Requests for leave of absence should be submitted to the appropriate division chairperson and/or supervisor and referred to the appropriate Dean. A person maintains, but does not advance, position on the Salary Schedule while on leave.

In considering requests for leave of absence, the following are among factors considered:

1. reasons for leave
2. length of service to the College
3. instructional area or assignment
4. availability of suitable replacement
5. total number of faculty on leave

1007 Jury Duty Leave

A faculty member may be granted a leave for jury and witness duty when subpoenaed. In such instances the fees for such duty shall be endorsed to the College by the faculty member.

1008 Retirement Incentives

Faculty members interested in retiring may apply for early retirement in accordance with state law. To be considered, the faculty member must:

- (1) be tenured,
- (2) have taught at Highline for ten years, and
- (3) submit a written request to the College President.

The College President will consider all requests and notify each faculty member, within twenty (20) working days, if the request appears to be or not to be educationally and economically feasible and of sufficient benefit to the College.

All retirement arrangements must be established in writing and agreed to by the faculty member and the College. Conditions of the agreement require that the faculty member exercise an intentional, voluntary and intelligent waiver of rights as a tenured faculty member in exchange for participation in a retirement program and that the College President give written assurances for fulfillment of the retirement contract. The contract shall specify eligibility for benefits, as appropriate.

Retirement arrangements may include, but not limited to, a provision for part-time employment, a series of reduced contracts, or an installment purchase of employment rights.

The College will make available an annually updated summary of the options granted.

1100 OTHER PROVISIONS

1101 Academic Freedom in Classroom

Academic freedom allows Highline's teachers to seek and present the truth as they know it on problems and issues, without fear of interference from administrators, the Board, governmental authorities, or pressure groups. Students gain the opportunity to study controversial issues and divergent views and to arrive at their own conclusions. Teachers have a basic responsibility to promote freedom of thought, expression, and the pursuit of truth. Teachers have an obligation to protect students' right to freedom of inquiry even when the students' conclusions differ from the teachers' conclusion. In using potentially controversial materials, the faculty member has the obligation to ensure the material meets the valid educational objectives of the class. Teachers have the responsibility to exercise reasonableness and good judgement in their presentations and to function within the ethics and standards of their respective disciplines and the teaching profession.

In protecting academic freedom and promoting learning, it shall be the policy of the College that administrators, faculty, students, or others shall not install in any classroom or bring into the classroom on a temporary basis, a mechanical or electronic device for listening to or recording any class session without consent of the faculty member involved. Faculty members are encouraged to promote student learning by permitting recording for personal study use.

As a vital component of academic freedom, faculty member shall be responsible for decisions regarding method, and materials used for instruction of students provided policies and procedures of the College for purchasing are followed.

1102 Copyright Policy

1102.1 Background

The College encourages the publication of scholarly works as an inherent part of its educational mission. In this connection, the College acknowledges the right of faculty, staff and students to prepare and publish, through individual initiative, articles, pamphlets, and books that are copyrighted by the authors (or their publishers) and that may generate royalty income for the authors.

The variety and number of copyrightable materials that may be created in the college community have increased significantly in recent years as have the author-college-sponsor relationships under which such materials are produced. Therefore, the following statement of College policy on ownership and use of copyrightable materials is provided to clarify the respective rights of individuals and the College in this increasingly important area.

1102.2 General Statement of College Policy on Ownership and Use of Copyrightable Materials

College faculty retain all rights in copyrightable materials they create, except when special circumstances or contractual arrangements prevail. This right of ownership is subject to the following exceptions and conditions.

a. Grant and Contract Limitations

Conditions regarding rights in data or restrictions on copyright privileges contained in sponsored grants, contracts, or other awards are binding on the College and on faculty, staff, or student authors.

b. College-Owned Materials

Materials shall be "College-owned" within the meaning of this policy statement if the author was commissioned in writing by the College to develop the materials as a part of the author's regularly compensated duties, as for example, released time arrangements in the case of faculty members. As to a faculty member, "commissioned in writing" specifically does not refer to his/her general obligation.

c. Written Agreements

If faculty uses College facilities to produce copyrightable materials, an agreement will be reached in writing as to the rights of the College and of participants before work begins whenever (1) a question exists as to whether the materials will be College-owned, or (2) copyrightable materials are likely to result from the joint efforts of persons in academic departments and College service departments. As to jointly developed materials, determination of rights in written form shall be accomplished no later than prior to the sale of the materials in question. It is the responsibility of the faculty member to obtain this agreement.

1102.3 Types of Materials

The types of materials to which this policy is intended to apply include:

- (1) Video and audio recordings, tapes and cassettes.
- (2) Film, film strips and other visual aids.
- (3) Books, texts, study guides and similar published materials.
- (4) Computer programs when copyright rather than patent or trade secret protection is relied upon as the primary source of legal production.

(5) Musical or dramatic compositions

(6) Other copyrightable materials.

1102.4 Copyrighting or Selling Educational Materials

Should an allegation or question arise concerning the violation of personal or property rights by an author or the College, the party holding the copyright will assume sole responsibility for defense of any action and the satisfaction of any judgement.

1102.5 Selling Materials to Highline Community College Students

All educational supplies and materials to be sold to Highline Community College students shall be under the direct control and specific supervision of the College Bookstore.

Before materials owned and/or copyrighted by a Highline Community College faculty member may be sold to Highline Community College students, a waiver of the Executive Conflict of Interest Act Chapter 42.18 RCW should be obtained by the faculty member once implementing rules are adopted by the Governor's office. The College Vice President's office will assist faculty members in requesting such waivers.

1103 Instructional Improvement Fund

At least one-half of one percent (.005) of the negotiated full-time and part-time faculty salary budget will be budgeted for projects designed to improve the quality of education available at Highline Community College. The fund will be used for instructional improvement proposed by individual faculty members, recommended by divisional action, recommended by the Instructional Improvement Committee, and approved by a Dean or Assistant Dean.

In considering applications for instructional improvement projects, priority shall be given to new and innovative approaches to instruction and services directly concerned with programs at Highline Community College that will improve instructional materials and/or methods. Faculty will also be encouraged to explore courses and projects that improve, expand and update their professional competency.

The applicant shall be kept informed of all opinions about his request and will receive copies of communications in regard to his application from the division, the Instructional Improvement Committee, and the Dean or Assistant Dean.

The Instructional Improvement Committee shall consist of one representative elected by each division along with the Associate Dean of Instruction. The Committee will elect its chairman.

Instructional improvement projects approved before May 15, but scheduled for completion during the following summer may encumber funds to be paid upon completion of the project provided the completion is before October of that calendar year.

1104 Faculty Travel Fund

Funds will be budgeted for the expenses of professional staff in attending professional meetings and conferences. The minimum amount to be budgeted for each instructional unit for this purpose will be equal to \$75.00 times the number of authorized full-time certificated positions.

1105 Safety

The College agrees to make reasonable effort to maintain safe working conditions. Faculty members are encouraged to report immediately any apparent unsafe working conditions to the appropriate administrator or to the Campus Safety Officer. The College Safety Committee shall contain at least two faculty members.

1106 HCEA Release Time

The President of the College will grant approximately one-third release per academic year to the Highline College Education Association for the purpose of representing Highline Community College faculty. No more than two-thirds of this time may be taken in any one quarter nor more than one-third during Fall quarter. This release time shall be provided especially for on-campus affairs and shall exclude participating in unauthorized lobbying activities as defined by the Public Disclosure Law or in organizational activities at campuses and locations other than Highline Community College.

The determination of who is to receive release time will be made by the Executive Board of the Highline College Education Association as approved by the College President.

1107 Savings Clause

If any provision of this Agreement or any application of the Agreement to any faculty member, or group of faculty, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

1108 Calendar

The calendar shall serve the educational needs of the students and provide for effective use of College personnel. It shall provide for necessary orientation for new faculty, a preparation period for all faculty, and appropriate activities for faculty improvement and other official College activities requiring faculty participation.

It shall be the policy of Highline Community College to contract with faculty for a college year extending from a date not earlier than the third Monday in September to a date not later than the second Saturday in June. The College calendar shall include instructional and testing days numbering at least 162 but not more than 167. Other faculty days shall number seven or eight, three of which shall form the testing periods. Further, the calendar shall provide for official state holidays and vacation periods of at least two weeks following fall quarter and one week following winter quarter.

The calendar shall be prepared by the Dean of Instruction after consulting with the executive boards of the certified faculty organization elected to perform representation rights and the Associated Student Body. The Dean of Instruction shall publish it before the end of the calendar year preceding the academic year covered by the calendar.

For calendars prepared during the term of this Faculty Salary Program, the following shall apply:

- (1) There will be a total of 170 faculty work days per year.
- (2) There will be a three-day orientation to be held no earlier than five working days prior to the start of classes. There will be two "professional days" for scheduled professional work as recommended by the division and approved by the Dean of Instruction to be held during the year with the dates to be determined by negotiations between the NCEA and the College administration provided an agreement is reached before the end of the fall quarter preceding the year of the calendar.

1109 Distribution of Agreement

Within 30 days following ratification and signing of this agreement the College shall print and distribute to each faculty member a copy of this agreement. The style and format shall be mutually determined by the College and the NCEA prior to printing. Additional copies shall be provided to the Association. All faculty members new to the College shall be provided a copy of this Agreement by the administration upon issuance of their initial full-time contract. This agreement shall be available to all applicants for faculty positions upon request.

1110 Reopening Negotiations

It is agreed that if the Legislature and/or the State Board for Community College Education appropriates additional salary funds that can be applied to 1985-86 contracts, negotiations will be reopened, upon written request by the President of the official faculty bargaining unit, to determine how these funds will be applied.

It is further agreed to reopen negotiations for further procedural refinements in section 8D0 upon written request from the College President to the NCEA President.

It is agreed this Salary Program may be reopened, by mutual consent of the NCEA and the Administration, for further negotiations.

1111 Agreement Duration

This agreement shall continue from September 1, 1985, to August 31, 1987.

APPENDIX A

CALCULATIONS FOR COMPARING INDIVIDUAL FACULTY FTE LOADS WITH THE HEGIS STANDARDS

Step 1 - Obtain the basic data.

To complete these calculations, you will need:

- 1. Your official class schedule for the quarters to be used in the calculations. Include only classes covered by your full-time contract. Questions should be directed to the division chairman or Office of the Dean of Instruction. Be sure to include your share of team-taught classes.
- 2. The official enrollment in each class section. Only enrollments that were reported and accepted by the State Board for Community College Education may be counted. The MIS-2 report is the definitive source. A reasonable estimate may be made by taking the enrollment listed on the class openings report (see your division chairman) reduced to eliminate those enrolled after the tenth day and those enrolled on space available basis (senior citizens and staff). Report CS011 may be helpful for summarizing these data.
- 3. The HEGIS classification for each class section and the Student Faculty ratio that reflect 72% of the model. These are determined by the SBCCCE staff and are available from the Division Chairmen or the Office of the Dean of Instruction.

As an example, the following data were taken from the Spring 1980 schedule:

<u>Classes</u>	<u>Credits</u>	<u>Enrollment</u>	<u>HEGIS Code</u>	<u>S/F Ratio</u>
Chem 121	5	23	1905	26.85
Chem 152	5	20	1905	26.85
Engr 160	4	15	0704	23.79
Engr 160	4	15	0704	23.79

Step 2 - Determine actual FTE-S produced using this formula for each class section:

$$\frac{\text{Credits} \times \text{Enrollment}}{15} = \text{FTE-S}$$

Step 3 - Sum FTE-S produced.

Step 4 - Determine FTE-F entitlement by using this formula:

$$\frac{\text{FTE-S}}{\text{S-F Ratio}} = \text{FTE-F}$$

Step 5 - Sum FTE-F entitlement.

The above example with these calculations included is:

Class	Credits	Enrollment	FTE-S	HEGIS	S-F	FTE-F
Chem 121	5	23	7.667	1905	26.85	.286
Chem 152	5	20	6.667	1905	26.85	.248
Engr 160	4	15	4.000	0704	23.79	.168
Engr 160	4	15	4.000	0704	3.79	.168
			22.334			.870

Step 6 - Determine your full-time teaching equivalent. Your actual FTE-F is established by the SBCCE as 1.00 unless you have official release time granted by the Dean of Instruction. In calculating the College as a total the administration and release time is restricted to three positions plus five percent of the total instructional faculty.

Step 7 - Determine for percent of standard by this formula:

$$\frac{\text{FTE-F Entitlement}}{\text{FTE-Actual}} = \% \text{ of Formula}$$

In the above example:

$$\frac{.87}{1.00} = 87\%$$

You may either stop with the above results or continue the calculations to compare your actual Student Faculty ratio against your individual standard Student Faculty ratio.

Step 8 - Determine your actual student faculty ratio by:

$$\frac{\text{FTE-S}}{\text{Actual FTE-F}} = \text{S-F ratio}$$

In the above example:

$$\frac{22.334}{1.00} = 2.334$$

Step 9 - Determine your individual standard Student Faculty ratio.

- Summarize your FTE-F entitlement by HEGIS code.
- Determine percentage of your FTE-F entitlement for each HEGIS code. Percentage must sum to 100.

- Multiply percentage against the Student Faculty ratio from the model and sum the products.

In the above example:

HEGIS	FTE-F	%	Product
1905	.534	.6137	16.478
0704	.336	.3862	9.188
		1.0000	25.666

Step 10 - Compare actual Student Faculty ratio with your individual standard:

$$\frac{\text{Actual}}{\text{Standard}} = \% \text{ of Standard}$$

In the example:

$$\frac{22.334}{25.666} = .870$$

This result should match the percentage of Standard determined by Step 7 within rounding errors.

- c. Multiply percentage against the Student Faculty ratio from the model and sum the products.

In the above example:

<u>HEGIS</u>	<u>FTE-F</u>	<u>%</u>	<u>Product</u>
1905	.534	.6137	16.478
0704	.336	.3862	9.188
		1.0000	25.666

Step 10 - Compare actual Student Faculty ratio with your individual standard:

$$\frac{\text{Actual}}{\text{Standard}} = \% \text{ of Standard}$$

In the example:

$$\frac{22.334}{25.666} = .870$$

This result should match the percentage of Standard determined by Step 7 within rounding errors.

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 10

AND

THE GREEN RIVER UNITED FACULTY COALITION

EXPIRES: MAY 15, 1990

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AGREEMENT

**By and Between the
Board of Trustees of Community College
District No. 10
and the
Green River United Faculty
Coalition**

This Agreement is by and between the Board of Trustees of College District No. 10, hereinafter called the "Employer," and the Green River United Faculty Coalition, hereinafter called the "Agent."

The Employer and the Agent agree that this contract shall be binding on both parties except that this Agreement shall be subject to all present and future State laws and/or directives of the Legislature or the Governor of the State of Washington. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is found invalid, then the Employer and the Agent shall enter into immediate negotiations on the specific invalidated item or items for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement of the specific provision.

ARTICLE I

RECOGNITION

SECTION

TITLE

- | | |
|---|--|
| A | UF Recognized Agent for Negotiating |
| B | Personnel Excluded from Representation |
| C | Excluded Category Right to Petition |
| D | Equal Opportunity Employment |

ARTICLE I
RECOGNITION

SECTION A RECOGNITION OF AGENT.

The Employer hereby recognizes the United Faculty Coalition as the exclusive negotiating representative for all the Community College District No. 10 faculty members in the following categories and as further defined in RCW 28B.52:

1. Instructional Faculty
2. Division Chairpersons
3. Counseling Faculty
4. Instructional Resources and Services Faculty
(job titles in this category will include, but not be limited to, "Librarians," "Media Specialists," "Coordinator of Admissions and Advising.")

SECTION B EXCLUDED PERSONNEL.

Personnel excluded from representation by the Agent include administrative, classified, and those employees excluded by law from the Higher Education Personnel Board rules.

SECTION C RECOGNITION OF RIGHT TO BARGAIN.

An excluded category or group having a common community of interest shall have the right as a unit to petition for an election for recognition and to bargain a contract.

SECTION D EQUAL OPPORTUNITY EMPLOYMENT.

There will be no discrimination against any faculty member or any applicant for any faculty appointment or promotion to positions covered under this Agreement on the basis of race, creed, color, national origin, ancestry, age, sex, sexual orientation, organizational affiliation, handicap, or marital status. It is understood the Employer shall maintain an Affirmative Action and Title IX Program.

ARTICLE II

DEFINITIONS

SECTION

TITLE

A

Definitions

B

For Purposes of Tenure

ARTICLE II

DEFINITIONS

SECTION A DEFINITIONS.

The following definitions apply specifically to the Agreement, augment definitions with specific sections of this Agreement, and are believed not to be contrary to law.

1. Leaves: Refer to Article VI (Leaves and Faculty Development).
2. Committee: A group elected, volunteered or appointed, who meets at the request of the appropriate Vice President or the President to fulfill a specific College function. A committee, to be validated for the award of in-service credit, shall select a chairperson, meet for a minimum of ten (10) clock hours per year for each in-service credit, shall maintain summary minutes, and shall, at the end of the academic year, file a report with or forward its recommendation(s) to the appropriate administrator.
3. Full-Time Teaching Faculty: Full-time teaching faculty members shall have responsibilities which include, but are not limited to, the following:
 - a. Daily work span (Article V, Section I)
 - b. Office hours (Article V, Section J)
 - c. Contact hour load (Article V, Section L)
 - d. Job description for instructional faculty (Article V, Section A)
4. Full-Time Non-Teaching Faculty: Full-time non-teaching faculty, including Counselors, Librarians, Media Specialists, Coordinator of Admissions, shall have responsibilities which include, but are not limited to, the following:
 - a. Counselors (Article V, Section C)
 - b. Librarians (Article V, Section E)
 - c. Media Specialists (Article V, Section F)
 - d. Daily work span (Article V, Section I)

5. **Replacement Faculty:** Faculty who replace full-time faculty members, who receive a contract for a specified length of time, and who are paid from the annual salary schedule.
6. **Temporary Faculty:** Those who receive a quarterly contract, who are assigned a workload not to exceed 2/3 of a normal annual workload, as defined in Article V, Section M, and who are paid from the hourly salary schedule.
7. **Temporary Faculty Appointment:** Any faculty appointment that does not comply with the above definition of full-time faculty appointment shall be deemed to be a temporary faculty appointment. The contract furnished to temporary faculty members shall explicitly declare that the faculty member has received a temporary faculty appointment. Temporary faculty shall not be subject to the tenure laws of the State of Washington. Categories of temporary faculty are as follows:
 - a. **Temporary-Special Funding:** Faculty who are given a full-time contract for a specific time, and whose employment is funded by special purpose, temporary monies.
 - b. **Temporary Faculty:** Those who receive a quarterly contract or who are assigned a workload consistent with the limits of Article V, Section M (Temporary Hiring Procedures).
 - c. **Temporary Full-Time Faculty:** Faculty who teach at least 2/3 of a normal workload or more than ten (10) contact hours per week, who receive a quarterly contract and who are paid from the hourly salary schedule.
 - d. **Lecturers:** Faculty members with outstanding knowledge or skills employed for a limited, specialized purpose, hired on a specified contract and who are paid an amount determined by mutual consent. (Lecturer appointments for any one (1) year shall not exceed two percent (2%) of the total tenured and probationary full-time faculty.)
 - e. **Substitute Faculty:** Faculty who temporarily fill the responsibilities of a full-time faculty member (usually for a short period of time), who are given a contract and who are paid from the hourly salary schedule.

SECTION B FOR PURPOSES OF TENURE.

1. **Tenured Faculty:** Faculty members who are appointed for an indefinite period of time and whose appointment may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington and Article XI (Dismissal for Cause) and Article XII (Reduction-in-Force).
2. **Faculty Peer:** One who holds a tenured faculty appointment.
3. **Probationary Faculty:** Faculty members who are appointed for a designated period of time and whose appointment may be terminated without cause upon expiration of the probationer's term of employment, but may not be terminated without cause prior to the expiration of the terms of employment as defined by the laws of the State of Washington and Article VIII (Tenure), Article XI (Dismissal) and Article XII (Reduction-in-Force).
4. **Probationer:** Any individual holding a probationary faculty appointment.

ARTICLE III
SELECTION OF FACULTY AND DIVISION CHAIRPERSONS

<u>SECTION</u>	<u>TITLE</u>
A	Selection of Full-Time Faculty
B	Procedure
C	Replacements for Faculty on Leave
D	Faculty Assignments
E	General Standards of Qualifications
F	Seleccion of Division Chairpersons

ARTICLE III

SELECTION OF FACULTY AND DIVISION CHAIRPERSONS

SECTION A SELECTION OF FULL-TIME FACULTY.

Recommendations regarding the selection of faculty applicants shall be made by those administrators and faculty who know the abilities the position requires in order to select the best candidate. Competency in the assigned field and an understanding of the purposes of a comprehensive community college are criteria basic to selection.

SECTION B PROCEDURE.

The selection of faculty shall be implemented in the following manner:

1. The appropriate administrator(s) and division chairperson, in consultation with appropriate division personnel, shall review the application and credentials of each faculty candidate.
2. Up to four (4) qualified candidates, any of whom would be acceptable to a majority of the division, will be recommended by the division to the appropriate administrator and College President for final selection. The division will prioritize the candidates according to the strengths, weaknesses and other special qualifications of the candidates. If the Employer does not choose to select any of the recommended candidates, the process shall be repeated.

SECTION C REPLACEMENTS FOR FACULTY ON LEAVE.

At the time of employment, replacement faculty shall be informed of the length of the assignment and that the regular faculty member will be returning to that position.

SECTION D FACULTY ASSIGNMENT.

All professional staff receiving full-time faculty contracts shall be assigned to a division. New faculty shall be informed as to the requirements of their assignment by the appropriate administrator and division chairperson. They shall also be informed of the representing organization and that the Agreement is available in the College library. A copy of the Agreement will be furnished to each new full-time faculty member.

SECTION E GENERAL STANDARDS OF QUALIFICATIONS FOR COMMUNITY COLLEGE PERSONNEL.

The appropriate administrator shall be responsible for keeping faculty informed as changes occur or as certification requirements are due regarding general or specific standards for community college personnel established by Washington Administrative Code or other state standards of qualification.

SECTION F SELECTION OF DIVISION CHAIRPERSONS.

Members of each division shall elect their chairperson. Whenever the position becomes vacant, the election shall be held within thirty (30) days. Only tenured faculty from the division are eligible for election to the position. Each division shall determine its own nominating, balloting, election and recall procedures, and shall so notify the College President. The term of office shall be no less than two (2) years and no more than three (3) years, as determined by the division. Every currently-employed faculty member of the division shall have at least one-third (1/3) vote.

ARTICLE IV
DIVISIONAL AND INSTITUTIONAL OPERATIONS

<u>SECTION</u>	<u>TITLE</u>
A	Division Operations
B	Instructional Council
C	Course Syllabi
D	Part-time Classes Taught by Full-time Faculty
E	Travel
F	Summer School
G	Personnel Records
H	Standard and Miscellaneous Deductions
I	Pay Periods

ARTICLE IV

DIVISIONAL AND INSTITUTIONAL OPERATIONS

SECTION A DIVISION OPERATIONS.

The faculty members of each division shall develop written policies and procedures regarding such matters as the following:

1. Institutional, inter-divisional, and intra-divisional class scheduling.
2. Divisional/departmental program and course offerings.
3. Development of budget allocation, supply and equipment priority for divisional programs and courses.
4. Goals, objectives and needs of the division.
5. Temporary and full-time hiring priorities and procedures within the division.
6. Evaluation of temporary faculty within the division.
7. Class schedule and work span for individual faculty members.
8. Individual faculty workload in terms of contact hours.
9. Minimum and maximum class size appropriate for course objectives.
10. Formative evaluation of tenured faculty members.

Proposed written policies and procedures adopted by the divisions will be submitted to the appropriate vice president, as appropriate, for approval. Such policies and procedures shall be reduced to writing. In the event that such policies or procedures are not approved by the appropriate vice president, he/she shall notify the division in writing of the specific reasons. In such instance, or in the event either vice president or the division initiates modification to division policies and procedures, the division chairperson shall request a meeting of concern if so directed by a majority of the members of the division. A meeting of concern will include the College President, appropriate vice president, Coalition President, and division chairperson.

SECTION B INSTRUCTIONAL COUNCIL.

An instructional council composed of the twelve (12) division chairpersons, the Vice President for Instruction, and the deans for instruction shall meet twice a month to deal with matters of concern regarding the instructional program. The council will:

1. Plan and coordinate inter-campus scheduling for all classes under existing divisions.
2. Review and present a majority position of the division chairpersons to the Vice President for Instruction concerning program additions, reductions or changes.
3. Review proposed class offerings.
4. Prepare, review and evaluate short- and long-range goals of the instructional programs.

The Instructional Council will deal with instructional matters only. Matters relating to contractual negotiations will not be considered by the Instructional Council.

The Instructional Council shall elect a chairperson and adopt and publish its own operational procedures.

A majority vote of the division chairpersons will be presented to the Vice President for Instruction as a recommendation. Upon request of the Instructional Council, the Vice President will provide a status report of his/her action relative to their recommendation and his/her plan for future action.

SECTION C COURSE SYLLABI.

A syllabus will be developed for each course taught at the College. The division chairperson will take the responsibility to see that this task is completed and shall approve each syllabus prior to forwarding to the appropriate administrator's office. The course syllabus must be prepared and filed with the Vice President for Instruction two (2) weeks prior to the starting date of the course.

1. The appropriate administrator will take responsibility to see that copies of the syllabus are distributed to the library, counseling center, registrar and to others upon request.
2. When multiple sections of a course are taught by more than one instructor, the division chairperson and the instructors involved will decide upon any variations in the course syllabus to be used. A majority decision shall prevail.

3. Temporary faculty who teach regularly scheduled classes must follow the course syllabus developed for that course. Any deviation shall be approved by the division chairperson, the appropriate administrator, and appropriate divisional members.
4. All course syllabi will be reviewed at least every two (2) years, and any written changes will be submitted prior to the course anniversary date.
5. Each course syllabus shall include:
 - a. The learning objectives for the course (what the student is expected to achieve during the course).
 - b. The instructional procedure, including the types of assignments to be made.
 - c. The types of evaluation and the marking system the instructor plans to use for that course.
6. The faculty member will inform students that copies of all course syllabi are filed in the library for student use.
7. No FTE-generating course shall be placed on the schedule for more than one (1) quarter without being assigned to a division.

SECTION D PART-TIME CLASSES TAUGHT BY FULL-TIME FACULTY.

A full-time faculty member will be given an opportunity to teach classes after 5:00 p.m. in any academic quarter, including summer, provided written application is submitted five (5) weeks prior to the beginning of the class offering. Excluding full-time assignments which are required to maintain full load, these assignments (including summer school) shall be paid from the temporary salary schedule.

SECTION E TRAVEL.

Faculty members who are unable to use College-owned or College-leased vehicles will be reimbursed at the maximum rate permitted by statute.

1. Reimbursement shall be at the currently established rate and in conformance with state regulations.
2. Within the limitation of the division budget, the College shall reimburse, at the maximum allowable rate, a faculty member for travel and expenses to attend workshops, seminars, or courses, as approved by the appropriate division chairperson, dean and vice president in accordance with Office of Fiscal Management regulations.

SECTION H STANDARD AND MISCELLANEOUS DEDUCTIONS.

In addition to standard deductions, the Employer shall make available to all faculty a payroll deduction procedure for membership in various insurance plans, tax-sheltered annuities and professional organizations, and shall deliver monies so collected to the duly authorized agent. This authorization must be in accordance with the regulations of the OFM.

The Agent 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.

SECTION I PAY PERIODS.

Pay periods shall be in accordance with state regulations. Faculty may contact the payroll office for specific dates of pay days.

ARTICLE V

TERMS OF EMPLOYMENT

<u>SECTION</u>	<u>TITLE</u>
A	Job Description for Instructional Faculty
B	Job Description for Division Chairperson
C	Job Description for Counseling Faculty
D	Job Description for Counseling Division Chairperson
E	Readers Service Librarian
F	Media Specialist
G	Student Programs Area Job Description
H	Workload
I	Daily Work Span
J	Office Hours
K	Non-Teaching Faculty
L	Instructor Contact Hour Load
M	Temporary Faculty Hiring Procedures
N	Temporary Faculty Absence from Assignment
O	Calendar

ARTICLE V

TERMS OF EMPLOYMENT

SECTION A JOB DESCRIPTION FOR INSTRUCTIONAL FACULTY.

1. Basic Function:
 - a. The instructor's primary function is to teach students and maintain an environment which is conducive to learning.
 - b. The instructor's secondary function is to facilitate appropriate operational procedures of the institution.
 - c. The instructor is responsible to the division chairperson.
2. Specific Function Relating to Instruction and Learning:
 - a. To assist students by making appropriate use of any or all services, facilities, materials and methods available for enhancing the learning process.
 - b. To teach courses in accordance with written, approved and filed course syllabi.
 - c. To continually review and improve, when possible, the instructional materials, techniques and methods of instructional evaluation.
 - d. To assist students in program planning and course advisement.
 - e. To maintain scheduled office hours for contact with students.
 - f. To maintain one's knowledge and skill in his/her discipline.
 - g. To participate in periodic evaluation of the individual instructor's effectiveness and accomplishments.

3. Intra-Institutional Relationships:

- a. To work with the Vice President of Instruction and the division chairperson to periodically evaluate institutional programs and, where necessary, develop new course offerings consistent with the goals and objectives of the institution.

Curriculum Development Funds: Curriculum development is a normal part of a faculty member's work assignment as referenced in 3a, above. However, the Vice President for Instruction has the authority to approve special projects in curriculum development which the Vice President for Instruction considers to be above and beyond the scope of the normal job description.

- b. To work with the division chairperson and the Vice President of Instruction in developing course catalog descriptions.
- c. To maintain appropriate records and submit required state reports and appropriate institutional reports.
- d. To fulfill College commitments as may be mutually agreed upon by the instructor and the appropriate chairperson or administrator.
- e. To perform committee work on various standing and ad hoc College committees. In no instance shall the faculty member be expected to serve on more than two (2) committees per year. The faculty member may at his/her option choose to serve on more than two (2) committees per year for in-service credit.
- f. To accept responsibility for the maintenance and safekeeping of College supplies and equipment as assigned to the instructor and as related to the faculty member's specific instructional area or assignment.
- g. To provide faculty expertise in enrollment advancement when deemed necessary by a faculty member, division chair or appropriate administrator.

4. Qualifications:

- a. A faculty member will be primarily assigned to advise within his/her general academic or vocational area of expertise; although, after consultation with the coordinator of advising, he/she may be assigned to advise in a related area.
- b. If a faculty member chooses, upon request of the Vice President, to advise in excess of the contracted calendar days, or in addition to his/her regular advising assignment, he/she shall be compensated on the hourly salary schedule.

- c. Specific advising assignments pertaining to the fall-winter and winter-spring advising days shall be rotated at the discretion of the coordinator of advising in consultation with the division chairpersons and faculty members.
- d. As far as it is possible and practical, the number of advisees for all faculty members will be equal.
- e. All instructional policies applicable to the full-time contracted faculty shall apply to the temporary faculty who may, at their discretion, participate in all instructional activities and in the determination of divisional and College policy.

SECTION B JOB DESCRIPTION FOR DIVISION CHAIRPERSON.

- 1. **Basic Function:** The division chairperson is a faculty member who is additionally responsible for representing the division to other components of the College. The division chairperson is responsible for assisting the appropriate dean or vice president with the operation, planning, budgeting, staffing, supervising, evaluating and reporting in all matters developed by the division and relating to the divisional programs.
- 2. **Specified Responsibilities and Authority:**
 - a. Coordinates the decision-making process of the division.
 - b. Provides for initial and follow-up orientation of new faculty members in cooperation with appropriate administrative personnel.
 - c. Develops and reviews, in consultation and by mutual agreement with the division faculty and appropriate administrator, the long-range divisional goals and needs.
 - d. Develops, in consultation and by mutual agreement with the appropriate faculty, the divisional budget for submission to the administration and allocates divisional funds.
 - e. Advises and assists students regarding divisional program and procedures.
 - f. Reviews statistical data on the division, evaluates divisional operations and reports divisional accomplishments to the appropriate administrator.

- g. In consultation with the division, faculty members, develop, prepare, coordinate: teaching schedules, budgets, reports, agendas, requests, assignments, instructor class loads.
- h. Coordinates public relations information, press releases and divisional inventory process; and, approves divisional equipment maintenance requests and new or additional facility planning.
- i. Communicates and maintains liaison with the division, administration, other divisions, students, related organizations, work experience programs, the community and advisory committees.
- j. Encourages faculty to participate in professional activities such as conferences, conventions and professional associations.
- k. Evaluates College educational and administrative policies and/or procedures for the purpose of recommending changes.
- l. Cooperates with the coordinator of advising in implementing divisional advising schedule and procedures.
- m. Maintains consistency between College instructional policy and instructional procedures in the division.
- n. Assists divisional members in writing, evaluating and improving course offerings, methods of instruction, selection of textbooks, use of facilities and other instructional matters.
- o. Coordinates divisional activities with the Learning Resource Center and the Developmental Center personnel when appropriate.
- p. Is responsible for the work of all non-teaching personnel assigned to the division.
- q. Reviews new developments in divisional courses and programs in relation to senior institutions and community colleges and identifies implications for divisional programs in consultation with the appropriate administrator.
- r. Participates, as a member of the division, in the recruitment and selection of all divisional faculty members and other non-teaching employees.

3. **Intra-Institutional Relationships:**

- a. Vice President for Instruction--Accountable to the Vice President for Instruction for the interpretation and fulfillment of specific responsibilities and authority.
- b. Deans--Works with the appropriate dean for planning, organizing and evaluating performance standards of the divisional activities and programs.
- c. Student Personnel Services Staff--Cooperates with student personnel services staff as a resource person regarding divisional activities and programs.

SECTION C JOB DESCRIPTION FOR COUNSELING DIVISION CHAIRPERSON.

In addition to the items listed above, the Counseling Division chairperson shall assist divisional members in development evaluation, and improvement of experiences for credit offerings, methods of counseling and guidance, selection of materials used in experiences for credit and/or counseling and guidance, use of facilities, and other counseling and guidance matters.

SECTION D JOB DESCRIPTION FOR COUNSELING FACULTY.

1. **Basic Function:** The counseling faculty member's primary function is to provide counseling and guidance services for individuals and groups of individuals seeking assistance in vocational, educational and personal-social areas of development.
2. The counseling faculty member's secondary function is to facilitate operational procedures of the counseling division.
3. The counseling faculty member is responsible to the division chairperson.
4. **Specific Functions Relating to the Counseling and Guidance Program:**
 - a. To offer, within the resources provided by the institution, the following:
 - 1) psychological counseling (personal, marital, group, vocational and educational) for individuals seeking assistance.
 - 2) guidance (educational and vocational exploration) for individuals seeking assistance.

- 3) experience for credit in accordance with written and filed syllabi.
 - 4) administration and interpretation of individual psychometrics as deemed necessary by the counselor with the permission of the client.
 - 5) cooperation with public agencies in making and accepting referrals.
- b. To assist students in program planning and course advisement, in accordance with the following stipulations:
- 1) Days set aside specifically for advising shall not exceed one (1) day per quarter, except for fall quarter, which shall be five (5) days.
 - 2) A counseling faculty member will be primarily assigned to advise within his/her general academic or vocational area of expertise, although after consultation with the coordinator of advising, he/she may mutually agree to be assigned to advise in another area.
 - 3) If a counseling faculty member, upon request of the appropriate administrator, chooses to advise in excess of the contracted calendar days, or in addition to the regular advising assignment, he/she shall be compensated on the hourly salary schedule.
 - 4) Specific advising assignments for fall-winter and winter-spring advising days may be rotated at the discretion of the division members in consultation with the coordinator of advising.
 - 5) Insofar as it is possible and practical, the number of advisees for all faculty members shall be equal.
- c. To participate in formative evaluation of the counseling faculty member's effectiveness and accomplishments when methods and instruments have been developed and agreed to be the Agent and the Employer.

5. Intra-Institutional Functions:

- a. To work with the division chairperson in development of catalog information pertaining to the counseling program.
- b. To maintain and submit final grade reports and other required reports as determined by the division and the administration.

- c. To perform committee work on various standing and ad hoc College committees. In no instance shall the faculty member be expected to serve on more than two (2) committees per year. The faculty member may at his/her option choose to serve on more than two (2) committees per year.
- d. To determine the counseling goals, objectives and policies for the division and the College.

SECTION E READERS SERVICE LIBRARIAN.

- 1. **Basic Function:** Readers Service Librarians, under the direction of the director of the resource center, are responsible for the operation of reference service, circulation and/or serials.
- 2. **Specific Responsibilities and Duties:**
 - a. Provides information service for faculty, staff, students and community, which ranges from answering and apparently easy question to supplying information which can only be discovered by full utilization of the Resource Center collections.
 - b. Selects materials of the various types necessary for the collection: books, periodicals, manuscripts, newspapers, tapes, films, maps, charts, posters, etc.
 - c. Coordinates reference service with other resource center services.
 - d. Understands importance of drawing upon resources of other libraries, either through referral or interlibrary loan.
 - e. Facilitates access to materials by developing bibliographic aids designed for the particular needs of the patrons.

- f. Assists the appropriate administrator in preparing the annual budget.
- g. Provides instruction in use of the Resource Center and its materials and services informally on a one-to-one basis between the librarian and the patron at the time of a patron's needs; by formal instruction in the classroom at the request of a faculty member; by formal instruction in the classroom in the library course designed to accomplish this purpose. (When in this capacity, the librarian will perform those duties and responsibilities of an instructor as outlined in the negotiated agreement.)
- h. Assists, when appropriate, in recruiting and interviewing prospective staff members.
- i. Places requests for supplies and equipment.
- j. Is responsible for supervision of library staff and student help assigned to reference or circulation.
- k. Coordinates and supervises use of display areas and gallery. Responsible for organization of materials presented in those areas.

SECTION F MEDIA SPECIALIST.

- 1. **Basic Function:** A faculty member, under the direction of the appropriate administrator, who assists the instructional staff with the design and preparation of instructional materials.
- 2. **Specific Responsibilities and Authority:** The media specialist, under the direction of the appropriate administrator, is responsible for the operation of the Instructional Media Center.
 - a. Plans and supervises the production of locally-devised instructional materials.
 - b. Makes recommendations for and supervises the preparation of facilities needed in connection with the use of instructional media.
 - c. Instructs students and faculty in the use of associated materials and equipment.

3. Additional Duties and Responsibilities.

- a. Assists with the selection, supervision, and periodic evaluation of personnel assigned to the Instructional Media Center.
- b. Supervises the use and repair of all instructional hardware and software, and makes recommendations for their acquisition.
- c. Maintains inventories of expendable supplies and equipment.
- d. Prepares and reviews statistical data summarizing Instructional Media Center activities and related costs. Evaluates Instructional Media Center operations and reports accomplishments and deficiencies to the appropriate administrator.
- e. Develops, in reference to projected production volumes, costs and faculty input, the Instructional Media Center budget for submission to the appropriate administrator.
- f. Due to the uniqueness of this position, the media specialist shall be relieved of any assigned instructional load or advising responsibilities.
- g. Varies work schedule as required by production and instructional needs, with approval of the appropriate administrator.

SECTION G STUDENT PROGRAMS AREA JOB DESCRIPTION.

Student programs area job descriptions, affecting faculty members, shall be mutually developed and agreed to by the concerned parties. Either party may request the presence of the Agent's representative during the development of the job descriptions. These job descriptions, which pertain to the positions listed under Student Program Premiums in Appendix C, shall be grievable.

SECTION H WORKLOAD.

There will be an instructional workload in terms of contact hours for all members of the instructional faculty. Only under unusual circumstances will this limit be exceeded. When the range is exceeded, it shall be at the request of the appropriate administrator or division chairperson and with the written acceptance of the faculty member. The Agent shall be notified in advance of this action. When the maximums are exceeded, one (1) of the following will occur:

1. Exceptions Requiring Payment. Instructors who are requested to and who accept a yearly contact hour load exceeding the maximum shall be given additional compensation at the appropriate rate from the hourly salary schedule.
2. Exceptions Requiring No Additional Payment. Contact hour load in excess of those yearly maximums shall be implemented only with the consent of the faculty member and in cooperation with the division chairperson and appropriate administrator.

SECTION I DAILY WORK SPAN.

Full-time faculty members shall be assigned a work schedule within a seven (7) hour daily assignment span, except where expansion of time span is required to maintain a full load and instances where special assignments are covered by stipend salary or are one (1) quarter per year, not including the summer. The daily work span may be four (4) hours during the day and one (1) continuing education class in the evening, upon mutual agreement between faculty member and the appropriate administrator. It is agreed that professional duties of faculty members may be performed off campus within the seven (7) hour assignment span.

SECTION J OFFICE HOURS.

Full-time members will maintain an office schedule of five (5) hours per week with the understanding that, if the schedule permits, some office hour time will be scheduled each day.

SECTION K NON-TEACHING FACULTY.

In the case of non-teaching faculty members, such as counselors, full-time coordinators, librarians, and cataloguers, assignment schedule shall be developed in cooperation with the appropriate administrator and shall not exceed the seven (7) hour daily assignment span.

SECTION L INSTRUCTOR CONTACT HOUR LOAD.

1. Each division shall attempt to maintain an average divisional load of 45 contact hours in a lecture mode, 60 contact hours in the lecture-lab mode, and 80 contact hours in the program/clinical, lecture/clinical mode of instruction. The maximum and minimum instructor loads shall be as follows:

<u>Mode of Teaching</u>	<u>Annual Instr. Maximum</u>	<u>Annual Instr. Minimum</u>	<u>Normal Annual Instr. Load</u>
Lecture/Discussion	48	42	45
Lecture/Lab	64	56	60
Programmed/Clinical*	85	75	80
Lecture/Clinical*	85	75	80

*Includes Office Hours

2. In the scheduling of individual faculty Normal Annual Instructor Load, factors which shall be taken into consideration include:
 - a. The number of preparations.
 - b. The number of students.
 - c. The number of sections taught.
 - d. The instructor's program responsibilities.
 - e. The availability of student help or other instructional support.
3. It is the intent that each instructor shall have an annual load as close to the Normal Annual Instructor Load as practical. An instructor teaching in more than one (1) instructional mode shall have his/her contact load determined on a proportional basis in relationship to the Normal Annual Instructor Load.

SECTION M TEMPORARY FACULTY HIRING PROCEDURES.

1. Employment File.
 - a. Placement in the Employment File. An employment file for temporary faculty members shall be maintained by the employer. All temporary faculty members shall be evaluated in writing by the appropriate administrator and by the division under procedures/criteria established by the appropriate division. Normally, the period of evaluation shall be for two (2) quarters, but, when necessary, a determination may be made jointly by the appropriate division and the appropriate administrator to extend the period of observation for a third quarter. If the temporary faculty member successfully completes the evaluation, the division shall recommend and, with the Vice President for Instruction's approval, the person's name shall be placed in the file for those courses for which that person has been evaluated and judged qualified to teach.

- b. Removal from the File. The name of a temporary faculty member shall be removed from the employment file:
- 1) upon the request of the temporary faculty member, or
 - 2) when the temporary faculty member fails to accept three (3) consecutive contract offers, or
 - 3) when the temporary faculty member is not employed for one (1) year (excluding summer) and reckoned from the last class day of the quarter in which they last taught, or
 - 4) when the temporary faculty member is terminated by appropriate procedure.
- c. If a person whose name was in the temporary file reapplies and is granted a temporary employment contract, the division and the appropriate administrator jointly may elect to waive the evaluation procedure.

2. Assignment of Temporary Faculty

The Vice President for Instruction shall assign qualified temporary faculty from the file to available quarterly classes before assigning temporary faculty outside the file to classes. Qualified temporary faculty in the file can expect to receive assignments up to a maximum of $\frac{2}{3}$ of a quarterly load for the department in which they teach if classes are available.

The Vice President for Instruction shall determine assignment loads. Such assignments are not limited to $\frac{2}{3}$ of a quarterly load; however, the individual's total teaching load shall not exceed two-thirds ($\frac{2}{3}$) annual full-time (fall, winter, spring) load for his/her department. Exceptions to this $\frac{2}{3}$ rule shall be made only by the College President, and the Agent shall be so notified. Such exceptions shall include, but not be limited to, replacement of full-time faculty on leave, special programs, and shall not exceed one year duration.

3. Termination and Reduction of Temporary Faculty.

A temporary faculty member shall have his/her employment terminated by the employer if:

- a. Their services are not needed. For example, but not limited to:
 - 1) There is insufficient enrollment in the class/classes they are contracted to teach.
 - 2) The class/classes they are contracted to teach are needed to make a full load for a tenured faculty member.
 - 3) There is a reduction in program during the period of their contract.
- b. There is a recommendation from the division and/or the appropriate administrator that the temporary faculty member be terminated based on documented evidence. If terminated, a temporary faculty member will be sent a letter indicating the reasons. Nothing here shall be construed to confer tenure rights and privileges to temporary faculty members.

4. Course Syllabus.

All temporary faculty members who teach a regularly scheduled course shall follow a course syllabus developed for the course and approved by the Vice President for Instruction.

5. User-Sponsored Courses.

Exempt from the provisions of this section are teachers selected for user sponsored courses not open to the general public. Their courses will be offered for credit unless the division chairperson demonstrates that the teacher or course does not meet the standards of the College. These courses shall not qualify the teacher to be part of the temporary faculty file. Teachers used more than one (1) quarter shall be evaluated. Each quarter, upon request, the Vice President for Instruction shall furnish the Agent a list of all such exempt classes, including teacher's names.

SECTION N TEMPORARY FACULTY - ABSENCE FROM ASSIGNMENT.

1. Any temporary faculty member paid from the hourly wage schedule who is absent from a class due to illness or emergency will be granted leave at the rate of one (1) hour per quarter (non-accumulative) per weekly contact hour taught.
2. The faculty member shall be responsible for notifying the appropriate administrator and, whenever possible, the class in advance that the class will not meet.

SECTION 0 CALENDAR.

Each college academic year calendar shall consist of 171 contracted days for full-time faculty members. Such days shall begin no earlier than the Monday of the week including September 17, and end no later than June 16 for each calendar year. Sunday shall be considered the first day of the week. The faculty contracted days shall be apportioned to coincide with the following provisions:

1. A study day shall be provided each quarter, the last day of instruction and prior to College-scheduled final examinations, for full-time faculty. The study day shall be an on-campus faculty member contracted day to be used for student study, student-faculty reading, and faculty preparation for final examinations. For each academic year, study days shall be mutually determined by the Agent and the Employer.
2. Advising-workshop days for fall quarter of any academic year shall not exceed five (5) days. Advising day for winter and spring quarters of any academic year shall not exceed one (1) day each quarter.
3. Advising days shall consist of either: one (1) seven (7) hour day; or two (2) evening advising sessions scheduled with the appropriate administrator or his/her designee during contracted days, unless other arrangements for advising are mutually agreed upon by the appropriate administrator or his/her designee and the faculty member.
4. A workshop day or session is time organized on a contracted day for the purpose of working on College business, providing such day(s) shall not interfere with the regular instructional time.
5. Exempt from advising assignments are those faculty members whose duties are required and who are assigned by job description and the appropriate administrator to conduct other College business during the contracted days prior to instruction fall and winter quarters of any academic year.
6. In-Quarter-Registration-Advising shall end on the 50th instructional day of each quarter. Such advising shall be performed during the seven-hour work span.

ARTICLE VI

LEAVES AND FACULTY DEVELOPMENT

<u>SECTION</u>	<u>TITLE</u>
A	Illness, Injury, Bereavement, Emergency Leave
B	Civil Duty Leave
C	Legislative Leave
D	Maternity/Pregnancy Leave
E	Military Leave
F	Professional Day
G	Military Training Leave
H	Professional Leaves With Pay
I	Faculty Development Program
J	In-Service Training
K	Professional Leave Without Pay and Reduction of Workload
L	Continuing Education Improvement

ARTICLE VI

LEAVES AND FACULTY DEVELOPMENT

SECTION A ILLNESS, INJURY, BEREAVEMENT, EMERGENCY LEAVE.

The faculty member shall be credited with up to twelve (12) days of leave each year to be accumulated at the rate of one (1) day per month. The leave may be used for illness, injury, bereavement, or emergency with the stipulation that emergency and bereavement leaves shall not exceed five (5) days for any one (1) situation unless approved for an extended time by the appropriate administrator.

1. Emergency leave is defined as a period of time during which the faculty member must meet legal, business, religious, and personal obligations which unexpectedly arise, and/or which cannot be arranged on other than contracted days and shall exclude attendance at State legislative meetings, legislative committee meetings, State Board meetings, lobbying, fund raising or other activities of a political nature.
2. Bereavement leave shall be limited to immediate family. Bereavement arrangements may be granted in the event of the death of other individuals if approved by the appropriate administrator.
3. Whenever possible, faculty members will give advance notice of intent to take leave.
4. A faculty member must submit a Faculty Leaves and Professional Days form to the appropriate supervisor upon returning to work.
5. Any necessary salary deduction for absences exceeding or not covered by the leave provisions shall be made on the basis of an appropriate number of days or partial days' pay subtracted from the total contracted salary.

SECTION B CIVIL DUTY LEAVE.

Faculty members may be granted leaves of absence for jury duty, to serve as witnesses at trials, or to exercise other civil duties under subpoena. In such instances, a salary adjustment will be made to deduct any amount received for such civil duty, less expenses, from the employee's monthly salary warrant so there is neither a financial gain nor loss, nor loss of accumulated leave to the faculty member.

SECTION C LEGISLATIVE LEAVE.

Faculty members will be granted leaves of absence to attend meetings of legislative or governmental committees for the purpose of giving testimony related to the interests of the College. Such leaves will receive prior approval from the administration.

SECTION D MATERNITY/PREGNANCY LEAVE.

1. Maternity leave is defined as leave for that period of time during which any faculty member is medically unable to perform an academic assignment because of pregnancy, child-bearing, and/or related complications. This is a paid leave not to exceed the amount of accumulated sick leave. Additional leave will be without pay.
2. Extended maternity leave is defined as a reasonable period of absence beyond paid maternity leave desired by any faculty member prior to and following childbirth. If the faculty member and the Employer are unable to agree upon the interpretation of a "reasonable period," either party may submit facts to the executive secretary of the Washington State Human Rights Commission for a ruling.
3. Disabilities caused by pregnancy or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall entitle the faculty member to accumulated sick leave for that period of time of medical disability that is certified by a physician. (Washington State Human Rights Commission - WAC 162-30-020.)
4. Provisions:
 - a. Extensions of leave time, position and salary reinstatement, retirement, pension rights, and other service credits and benefits shall be applied to disability due to pregnancy or childbirth and/or related complications on the same conditions and terms as they are applied to other temporary disabilities.
 - b. A pregnant faculty member shall notify the College of her condition as soon as possible and of the expected time for her leave of absence and maternity leave to begin and end. Within thirty (30) days after childbirth, she shall inform the appropriate administrator of the specific day she will return to work.

SECTION E MILITARY LEAVE.

Full-time faculty members shall be eligible for military leave of absence for service in the armed forces of the United States. Military leave shall be granted without salary. Such leaves shall be in accordance with applicable federal regulations.

SECTION F PROFESSIONAL DAY.

At least one (1) professional day shall be provided each quarter, non-accumulative, for full-time tenured and probationary faculty members to participate in approved activity specifically related to the faculty member's work assignment. Prior approval shall be in accordance with administrative procedure.

SECTION G MILITARY TRAINING LEAVE.

A faculty member shall be entitled to leave with pay, when necessary, not to exceed fifteen (15) calendar days in any one academic year for active duty in the National Guard, Army, Air, Marine, or Naval Reserve Forces of the United States for annual field training or otherwise discharging reserve obligations.

1. Such leave shall be arranged at the Employer's convenience, if at all possible.
2. Such leave shall be in addition to any other leave to which faculty members are entitled and shall not result in loss of benefits, privileges, or pay.
3. During military training leave, the faculty member shall receive his/her normal pay. The gross recompense received for such military leave shall be deducted from the faculty member's salary.

SECTION H PROFESSIONAL LEAVES WITH PAY.

Professional leaves with pay shall be granted in accordance with State statute. Applications will be received from individual full-time faculty by the Faculty Development Committee. The Committee shall utilize criteria listed under the Faculty Development program in addition to the following for prioritizing their recommendations:

1. Retraining for tenured faculty who may need to be wholly or partially reassigned due to program alteration or termination.
2. Acquisition of practical experience through employment or other applications of skills and knowledge related to teaching discipline.
3. Procedures for Leaves With Pay.
 - a. By the first day of winter quarter, interested faculty members will submit a plan (on a form provided by the Vice President for Instruction) outlining the purposes of their leave and explaining its potential for contributing to their effectiveness in their assignment. Final recommendation by the Committee will be made by February 1.
 - b. At the regular March meeting of the Board of Trustees, the Faculty Development Committee will make a report recommending the recipients of leave for an academic year and describing the purposes of each leave. In every case, recipients of leave for an academic year will be notified of their selection no later than the 25th day of March.

- c. The length of leave shall be no less than one (1) quarter and no more than one (1) academic year.
- d. Unless otherwise approved in advance, a recipient must return to Green River Community College professional duties for a period of at least as long as the period of leave granted under this policy, or the recipient must refund the total amount of money received from the College, including all contributions to employee benefits, while on leave.
- e. Faculty members granted leave under this policy will maintain their regular salary standing plus increments and any other faculty benefits which accrue during their leave.
- f. Within one (1) quarter after returning to the College, leave participants will submit a written report to the Faculty Development Committee describing the benefits of the leave to the College and the recipient. This report shall be made available to the Board of Trustees.
- g. The recipient of a leave under this policy shall, prior to receiving any funds as salary for such leave, sign a memorandum stipulating understanding and agreement to abide by the provision of the leave as stated in this policy.
- h. In unusual circumstances, a recipient may request an extension of leave without pay not to exceed one (1) academic year.

SECTION I FACULTY DEVELOPMENT PROGRAM.

The purpose of this program is to provide Faculty Development funds to help full-time faculty and temporary full-time faculty defray expenses relating to efforts to retrain, update, and improve skills and abilities relating to their assignments at the College. Faculty members who have been temporary full-time faculty for two (2) of the preceding four (4) quarters (including summer) are eligible to apply for Faculty Development funds.

1. More specifically, the program is designed to help fund expenses of:
 - a. Development and improvement of faculty expertise in their teaching disciplines and particularly for skill/knowledge updating for faculty in disciplines experiencing rapid growth or change.
 - b. Retraining for tenured faculty who may need to be wholly or partially reassigned due to program alteration or termination.

- c. Pursuit of independent projects relating to faculty staff assignments at the College.
 - d. Development and presentation of faculty group projects or learning experiences aiding in improving knowledge or skill necessary for the teaching assignment.
2. The College shall budget \$38,300.00 for each fiscal year during the life of this contract to be administered by the Faculty Development Committee. The Committee shall designate \$5,000.00 to be spent on individual non-leave projects throughout each year. Normally each project shall cost less than \$1,000.00. The Committee shall develop criteria consistent with other provisions of this section and submit them to the Agent and the College President for approval. The committee shall develop procedures for rotation of its divisional representatives.
- a. The Faculty Development Committee, consisting of one (1) faculty member elected by each division, up to two (2) administrators selected by the College President, including at least one instructional administrator, shall recommend group and individual faculty development and leave priorities and expenses to the College President.
 - b. Special grants will be given to subsidize the cost of tuition, materials, travel, presenter honorarium and associated costs directly related to the approved faculty member's development program.
 - c. These funds shall help defray costs associated with leave with pay. Faculty members may receive up to 75 percent of full salary for leave with pay. For leave with pay for one quarter faculty members may receive up to 100% of their pay.
 - d. Criteria for evaluating proposals shall involve, but not be limited to: correspondence between applicant's purpose and the purposes of this policy, previous leaves, value to the College, and necessity for retraining to avoid termination of a faculty appointment.
 - e. The Committee shall evaluate the applications and will recommend the level of funding for each individual.
 - f. Recipients of grants for individual projects will be notified in advance. Faculty will receive advance notice of group projects.

SECTION J IN-SERVICE TRAINING.

The College shall budget \$3,000.00 for each fiscal year during the life of this contract for the purpose of providing a fund for in-service classes and/or seminars for the faculty. A committee consisting of one (1) faculty member elected by each division, up to two (2) administrators selected by the College President, including at least one instructional administrator, shall make recommendations and consider proposals for in-service training projects.

1. Faculty members making requests shall submit a proposal to the committee including the rationale, number of meetings, number of participants, nature of the class or seminar, cost, suggested starting and ending dates and suggested presenter. The In-Service Committee may also initiate proposals.
2. The In-Service Committee shall evaluate, prioritize and recommend the level of funding of proposals.
3. Recipients of funds will receive notification and be responsible for organization of the class or seminar.
4. The criteria for selecting proposals shall include the potential of the course or seminar:
 - a. to improve teaching or learning.
 - b. to enhance interpersonal relationships with students or other staff.
 - c. to teach new instructional methodology.

SECTION K PROFESSIONAL LEAVE WITHOUT PAY AND REDUCTION OF WORKLOAD.

1. Full-time academic employees shall be eligible to apply for professional leaves in the following instances without salary or other employee benefits except as authorized by the Board of Trustees:
 - a. Professional improvement through advanced study.
 - b. Professional consulting activities.
 - c. Foreign exchange teaching except for positions in countries where reciprocal salary arrangements exist, providing that such teaching may be used as experience credit for salary advancement on the approved salary schedule.
 - d. Exchange teaching within the United States, except that such teaching may be used as experience credit for salary advancement on the approved salary schedule.

- e. Government service other than teaching, provided that such service is directly related to the employee's job description and contributes to the advancement of professional knowledge and skill.
 - f. Professional improvement through study of actual conditions in business or industry as an employee or intern.
 - g. Preparation for retirement.
 - h. Health considerations.
2. Employees may apply for professional leave without pay or a reduced workload for one (1), two (2) or three (3) quarters. Application shall be made in writing to the appropriate administrator by the fourth week of the quarter (excluding summer) preceding the leave or reduced workload. Copies of the application shall be sent to the division chairperson. The application will give details of the proposed leave or reduced workload. The appropriate vice president will forward a recommendation to the President who will make a decision within one (1) month following receipt of the request in the vice president's office. If during the period of leave or reduced workload the employee decides to resign the position, the employee shall so notify the President ninety (90) days prior to the expiration of leave. If the duration of the leave or reduced workload is for spring quarter only, the notification date for resignation shall be thirty (30) days prior to the expiration of the leave or reduced workload. Appropriate prorations shall be made in accordance with State law (e.g., salary benefits).

SECTION L CONTINUING EDUCATION IMPROVEMENT.

Professional employees are encouraged to participate in continuing education activities and to maintain certification requirements.

- 1. Continuing education experiences, provided they are related to the faculty member's instructional assignment and are not repetitions of previously used credits, are appropriate for professional improvement, for advancement on the salary schedule, and/or for certification purposes.
- 2. Courses taken over five (5) years ago may be retaken to update a faculty member's skills or knowledge with approval of the appropriate administrator. Exceptions may be made to meet vocational certification requirements as specified by appropriate Washington Administrative Codes.
- 3. Faculty members and their division chairperson (and, as appropriate, their Tenure Review Committee) are urged to jointly develop individualized continuing education programs for the faculty member's professional advancement with the approval of the appropriate administrator.

ARTICLE VII

COMPENSATION AND BENEFITS

<u>SECTION</u>	<u>TITLE</u>
A	Placement on Salary Schedule
B	Movement on Salary Schedule
C	Record of Credits
D	Temporary Faculty Salary Placement
E	Temporary Faculty Salary Provisions
F	Temporary Faculty Office Hours
G	Temporary Faculty Absence from Assignment
H	Insurance
I	Teacher Retirement Plans
J	Parking Facilities and Fees

ARTICLE VII

COMPENSATION AND BENEFITS

Salary increases shall not exceed the amount or percentage established in the state appropriations act by the legislature as allocated to the Board of Trustees by the State Board for Community College Education. Any provisions of this agreement pertaining to salary increases will not be binding upon future actions of the legislature. If any provision of a salary increase is changed by subsequent modification of the appropriations act by the legislature, both parties shall immediately enter into collective bargaining for the sole purpose of arriving at a mutually agreed upon replacement for the modified provision.

SECTION A PLACEMENT ON THE SALARY SCHEDULE.

1. All new full-time faculty members shall be placed on the salary schedule within thirty (30) days of the beginning of their contractual employment or as soon thereafter as all official transcripts have been received. Placement shall also include a statement of credits earned toward the next higher salary lane.

The Vice President for Instruction and the Personnel Officer will evaluate teaching experience, work experience and educational preparation for initial placement on the salary schedule based on guidelines established for this purpose.
2. At the new faculty member's request and expense, a copy of employment information (work experience, educational credits, degrees and certificates earned) shall be made available to the Agent within thirty (30) days of the beginning of employment for purposes of review. If a review is desired, the Agent must notify the Vice President of Instruction within 45 days of the beginning of employment of the new faculty member.
3. Initial Educational Credit Placement (Full-time Faculty).
 - a. Credit placement is determined by the appropriate instructional administrator and the Personnel Officer after an analysis of the faculty member's credential or training record.
 - b. Although the salary schedule in Appendix A indicates 15 credit lanes, all earned college credits, or other approved credits, up to a maximum of 345, are recognized for salary placement.
4. Salary placement for vocational technical instructors will be made in accordance with Appendix D.

5. Full-time teaching experience is defined as the equivalent of three quarters' teaching including summer school at full-time load.
6. For purposes of initial placement, instructors may be placed at a higher level on the salary schedule in instances where the College President determines such exceptions are in the best interest of the college.

SECTION B MOVEMENT ON SALARY SCHEDULE.

1. **Horizontal Movement.** Horizontal movement on the annual salary schedule will occur for all credits earned during the previous year, including summer. Salary increases for credits earned must be applied for and documented by November 1st and shall be effective for the individual's entire employment contract period.
2. **Vertical Movement.** Vertical movement on the annual salary schedule will be at the rate of one (1) level per academic year. A level will also be achieved through one (1) year of approved work experience, e.g., return to industry experience on approved leave of absence equated to equal instruction time. (See Vocational-Technical Salary Placement, Appendix D.) Level D is attained the next contract period after tenure.
3. **Credit Lane Advancement.** Credits are defined as follows:
 - 1 Credit = 1 college credit (quarter credit hour)
 - 1 Credit = 1 in-service professional credit
 - 1 Credit = Ten (10) hours of college authorized in-service teacher training
 - 1 Credit = Ten (10) hours of college authorized teacher training, e.g., computer training, accounting, machine training, etc., and/or specialized training in the furtherance of the individual's assignment.

Faculty members may earn credits toward advancement on the salary schedule through:

- a. Any graduate-level course within the faculty members' disciplines or related to their professional development.
- b. In-service courses sponsored by the College.
- c. All vocational teacher-education courses which apply also for teacher certification purposes or related to their vocational professional development.

- d. Courses forming part of a prior-approved degree program.
- e. Certain other courses and professional activities not listed above, but which relate to the faculty member's area of teaching or improve the teaching ability, may also qualify for credit. These principles apply:
 - 1) Conferences, courses, or colloquia not covered in items a through d above shall receive in-service credit, upon approval by the division chairperson and appropriate administrator.
 - 2) Credits for advancement on the annual salary schedule will be granted at the rate of one-half (1/2) credit hour for each five (5) hours or fraction thereof of the conference.
 - 3) Other Credits: Other professional experiences shall be approved for credit by the division chairperson and the appropriate administrator upon request of and substantiation by the faculty member.
- f. In-service credits for committee work will be granted in accordance with the following provisions:
 - 1) Committee defined: A group elected, volunteered or appointed, who meets at the request of the appointing authority (appropriate vice president or the President) to fulfill a specific College function. A committee to be validated for the award of in-service credit, shall select a chairperson, meet for a minimum of ten (10) clock hours per year for each in-service credit, maintain summary minutes, and shall at the completion of its task or the end of the academic year file a report with or forward its recommendation(s) to the appointing authority.
 - 2) In-service credit for committee service: The appointing authority shall, in consultation with the committee chairperson, determine a committee member's eligibility for in-service credit. It shall be the responsibility of the academic employee to file a request for in-service credit before May 1 of the fiscal year. (See Appendix E: Schedule for In-Service Credit Computation.)

SECTION C RECORD OF CREDITS.

All credits earned shall be transmitted to the College President's office at any time by the currently employed faculty member. An official proof of completion document must be submitted in order for the credits to be recorded. A record of all credits transmitted shall be permanently maintained in the faculty member's personnel file. The appropriate administrator shall within ten (10) days, send notification to the faculty member when credits are recorded in the personnel file.

SECTION D TEMPORARY FACULTY SALARY PLACEMENT.

1. Initial Placement of Temporary Faculty. All temporary faculty paid on the hourly wage schedule shall be placed on the hourly wage schedule within thirty (30) days of the beginning of their contractual employment. The temporary hourly wage schedule is found in Appendix B.
2. Hourly Wage Schedule and Placement.
 - a. Educational Schedule Placement. All temporary faculty shall be placed on the hourly wage schedule, in accordance with degrees earned, certificates, and equivalent work experience.
 - b. Vertical Experience Placement. All temporary faculty members shall be placed on the appropriate hourly wage schedule step in accordance with previous experience (three (3) quarters' teaching including summer school shall constitute one (1) step).
 - c. Vertical Step Advancement. All temporary faculty shall advance one (1) experience step on the hourly wage schedule after teaching three (3) quarters, including summer school.

SECTION E TEMPORARY FACULTY SALARY PROVISIONS.

1. Any incorrect placement on the salary schedule due to incomplete data or misrepresentation of data shall be corrected at the time the incorrect placement is brought to the attention of the appropriate administrator.
2. Green River Community College faculty members who are included under the terms of this Agreement and who are on the payroll at the time of its approval shall not have their rate of pay or fringe benefits reduced as a result of the application of the provisions of this Agreement.

SECTION F TEMPORARY FACULTY OFFICE HOURS.

The Temporary Salary Schedule includes payment for outside class preparation, evaluation and meeting with students as needed before or after class to assist them with learning problems associated with course material. The temporary faculty member shall advise each class and the appropriate administrator when and where they will be available for consultation with students.

SECTION G TEMPORARY FACULTY ABSENCE FROM ASSIGNMENT.

1. Any temporary faculty member paid from the hourly wage schedule who is absent from a class due to illness or emergency will be granted leave at the rate of one (1) hour per quarter (non-accumulative) per weekly contact hour taught.
2. The faculty member shall be responsible for notifying the appropriate administrator and, whenever possible, the class in advance that the class will not meet.

SECTION H INSURANCE.

1. Subject to the State Employee Insurance Board regulations, the College shall contribute the maximum monthly rate allowed by State statute. The contribution shall apply toward coverage for the faculty member and family under group plans for health care, dental care and mandatory life insurance programs.
2. All insurance except for professional travel and liability, shall remain in effect while a faculty member is on any approved leave, as long as the employee meets eligibility requirements consistent with State regulations and continues necessary premiums.

SECTION I TEACHER RETIREMENT PLANS.

1. The Board will make available retirement options as provided by Statute and will make maximum contributions thereto.
2. Faculty members who meet eligibility requirements at the time when granted a professional leave of absence without pay may:
 - a. Retain membership in appropriate retirement programs.
 - b. Retain college fringe benefits by self-paying applicable contributions in full. In such cases, faculty members would complete self-pay enrollment forms and forward them to the State Employees Insurance Board (SEIE) in Olympia. The self-pay premium would be made payable to the State Treasurer and be due at the SEIB office by the 5th of the month in which the employee is no longer on pay status. Excluded are sick and personal salary benefits such as Salary Continuation Insurance and Tax Deferred Annuities which would be suspended until the faculty member's return to the active payroll. See Article XII (Resignation-Retirement) for standards and procedures for mandatory retirement.
3. Retirement information is available in the Personnel Office during normal business hours.

SECTION J PARKING FACILITIES AND FEES.

Parking facilities are available to faculty members in staff and student designated areas. Permits may be purchased at the Cashier's Office on the currently established fee schedule. Three (3) faculty members shall be members of the Parking Board by appointment by the Coalition President.

ARTICLE VIII

TENURE

SECTION

TITLE

A

Tenure Implementation

B

Procedures of Tenure

ARTICLE VIII

TENURE

SECTION A TENURE.

Tenure will be implemented for eligible faculty members in accordance with the provisions of section RCW 28B.50.850 - .870 as now enacted or hereafter amended.

SECTION B PROCEDURES OF TENURE.

The following procedures of tenure at Community College District No. 10 will be implemented:

1. The duly elected bargaining Agent shall hold an election and select tenure review committees which will interview and evaluate the probationers and will make recommendations to the Board of Trustees regarding the professional qualifications of non-tenured faculty members.
2. It shall be the policy of Community College District No. 10 that the Board of Trustees, on the recommendation of the tenure review committee which has interviewed and evaluated the probationer, may grant tenure at any time between the assumption of the employee's faculty position and the end of the three (3) year probationary period as stated in the laws of Washington.
3. As a general practice, the Board of Trustees does not grant tenure prior to the end of the second year of probation.
4. The Board, at its discretion, shall periodically review and make recommendations regarding criteria for evaluation of probationers.
5. The criteria and method of evaluation established shall provide for a fair, balanced, unbiased evaluation of the probationer's effectiveness in his/her appointment and shall include student as well as peer and administrative evaluation.
6. All criteria relating to tenure considerations for evaluation of probationers shall be subject to approval of the College President after considering the recommendation of the Board and the involved divisions.
7. If the President does not approve the criteria as developed by the involved divisions, he shall, as soon as practicable, return the criteria to the divisions for further consideration together with his reasons in writing.

8. **Tenure Review Committee Defined.** A committee composed of the probationer's faculty peers and the administrative staff of the community college and a student, provided that the majority of the committee shall consist of the probationer's faculty peers and that the members be elected as specified by the Tenure Policy by a majority of the faculty members.
9. **Establishment of Criteria and Methods for Evaluation.**
 - a. Each division of the College shall establish and maintain criteria and methods for evaluation of probationers in its division.
 - b. The criteria and method of evaluation established by the divisions shall provide adequate opportunity for the probationer to demonstrate his/her effectiveness in his/her appointment and shall be consistent with his/her job description.
 - c. The probationer will be encouraged to assist his/her Tenure Review Committee in determining appropriate methods of evaluation.
10. **Selection of the Tenure Review Committee**
 - a. A tenure review committee shall be established for each probationer by October 15. The committee shall be responsible for the probationer until he/she is either granted tenure or is no longer employed within Community College District No. 10. If a vacancy occurs during the terms of service of the tenure review committee, the Agent will hold a special election within four (4) weeks to fill a position after the vacancy occurs.
 - b. The chairperson of the Agent's tenure committee shall be responsible for the establishment of each tenure review committee which shall begin functioning no later than six (6) weeks after the day that the probationer has begun his/her faculty duties. The first meeting will be co-chaired by the appropriate administrator and Agent's tenure committee chairperson.

- c. Each tenure review committee shall be composed of six (6) members. There shall be automatic nomination of the division chairperson. This position shall be designated position Number 1. Two (2) faculty members shall be nominated by the President of the Coalition for positions Number 2 and 3. One (1) faculty member shall be nominated by the probationer to position Number 4. The President of the College shall appoint an administrator to position Number 5. The Associated Student Body President shall select one (1) student to position Number 6. After these nominations are made, the chairperson of the Agent's tenure committee shall call an all-faculty meeting at which faculty members may be nominated for positions 1 through 4. A vote shall be taken and the nominee receiving a majority vote for each position shall be selected. If no candidate for a particular position receives a majority vote, a runoff election shall be held within five (5) days between the two (2) candidates receiving the largest number of votes.

11. Evaluation of the Probationer.

- a. All evaluative information will be considered confidential by members of the tenure review committee.
- b. The evaluation process shall be initiated by the chairperson of the Agent's tenure committee who shall, in conjunction with the appropriate administrator, call an initial meeting of each tenure review committee. The committee shall elect a chairperson at the initial meeting who will coordinate the evaluation process and keep a record of all written documents pertaining to the evaluation.
- c. The Tenure Review Committee shall evaluate only the probationer's effectiveness in his/her appointment. In addition to the opinion of committee members, other professional judgments regarding the probationer's effectiveness may be considered. The committee will provide a progress report and the probationer's file to the Agent's tenure committee chairperson, the appropriate administrator and the College President for review and forwarding to the Board of Trustees by:
 - 1) March 30 during the first regular college year (Fall, Winter, Spring)
 - 2) January 15 of the second regular college year (Fall, Winter, Spring), and
 - 3) December 15 of the third regular college year (Fall, Winter, Spring).

- d. Observation of the probationer while he/she is performing his/her professional responsibilities shall be a part of the evaluation process. The members of the Tenure Review Committee who shall make the observation, in consultation with the probationer, shall determine the frequency of such observations.
- e. A written evaluation noting areas of proficiency and deficiency shall be made for each observation.
- f. Within two (2) weeks after each observation, a majority of the tenure review committee will meet with the probationer to discuss his/her performance and the evaluation reports. The minutes of this meeting shall include the names of committee members present.
- g. A summary of each item discussed at any conference or interview between the probationer and his/her tenure review committee shall be made in writing. The summary shall be made after the item has been discussed and disagreements shall be noted.
- h. The probationer shall receive a copy of any interview summary, evaluation instrument, report of observation or any other document which is part of his/her tenure review process. The tenure review committee's file will contain the probationer's written acknowledgment of receipt of such documents. Any handwritten notations or remarks on those documents shall be initialed by the probationer and by the chairperson of his/her tenure review committee.
- i. It is the right of the probationer to write letters of reply or to submit statements on his/her behalf which shall be made an official part of his/her tenure review file.
- j. Copies of the final evaluation report and the tenure review committee's recommendations on tenure, further probation or dismissal shall be sent to the probationer's immediate administrator, appropriate vice president, the College President, the Board of Trustees, and the President of the Coalition no later than ten (10) days preceding the regular January College Board of Trustees meeting.

- k. If, in the judgment of his/her tenure review committee, a probationer shall receive a renewed probationary appointment for an additional year, then:
- 1) The probationer shall be notified in conference of the recommendation, and
 - 2) After the conference, a notice in writing shall be sent to the probationer, the probationer's immediate administrator, the College President and the Board of Trustees. All evaluations or recommendations for the probationer should report his/her strengths as well as his/her weaknesses.
- l. If, in the judgment of his/her tenure review committee, the probationer shall be denied tenure and his/her probationary appointment not be renewed, then:
- 1) The probationer shall be notified in conference of the reasons for this recommendation.
 - 2) The recommendation, which shall cite reasons, shall be sent in writing to the probationer, the probationer's immediate administrator, the College President and the Board of Trustees by the regular January Board of Trustees' meeting.
 - 3) If the probationer agrees with the recommendation, he/she shall submit a letter stating his/her acceptance of the decision.

12. Final Action on Tenure.

- a. In reaching its decision as to whether to grant tenure, to extend a probationer's faculty appointment or to deny tenure and not renew the probationary faculty appointment, the Board of Trustees shall give reasonable consideration to the recommendations of the tenure review committee. If the Board of Trustees disagrees with the recommendation of the tenure review committee, it shall submit specific, written objections and points of disagreement to the probationer and his/her tenure review committee. The written objections shall be presented to the committee within thirty (30) days of receiving the committee's recommendation and at least one (1) week before taking final action. In addition, at least three (3) days prior to taking final action, the Board shall hold a meeting with the tenure review committee to discuss all points of disagreement.

- b. If the probationer is not to be retained, such action will be taken by the Board of Trustees no later than the regular February Board of Trustees' meeting in the first, second or third year of probation, provided that such notice may not be given subsequent to the last day of winter quarter.
- c. Upon the granting of tenure or the non-renewal of a contract, all records, correspondence or other written material relating to the evaluation process shall be given to the appropriate vice president, retained for one (1) year, and then destroyed or returned to the faculty member.
- d. If the probationer is dismissed prior to the termination of his/her contract, his/her case shall be considered by the Hearing Committee in accordance with the laws of the State of Washington and the Dismissal Policy of Community College District No. 10.

ARTICLE IX

FACULTY EVALUATION

SECTION

TITLE

ARTICLE IX
FACULTY EVALUATION

The appropriate vice president shall be responsible for implementing the formative evaluation program by approving divisional evaluation procedures. The formative evaluation procedure shall be developed and implemented in accordance with Article IV, Section A, Division Operations.*

The division procedures on evaluation must include:

1. Individual faculty members will have the responsibility for implementing their annual evaluation process and maintaining the portfolio. (A portfolio may include evaluations, awards, commendations, individual faculty development plan and professional credentials.)
2. The evaluations for teaching faculty shall include peer (faculty), self and student evaluations. Administrators may be an element of the evaluation upon faculty request.

The evaluations for non-teaching faculty shall include peer, self and other appropriate evaluation.

3. The appropriate dean and the division chair shall receive a list of the items submitted to the portfolio on an annual basis and the dean shall verify the completion of the process at the end of three years by reviewing the portfolio, but not evaluating its contents.

The formative evaluation material shall not be used in any personnel action by the administration. The faculty member may use the information in the portfolio to apply for faculty development funds, awards, other employment or other professional purposes. The faculty member may use the evaluation materials in his/her defense in a personnel action.

* The appropriate vice president shall initiate formative evaluation procedures in 1987-88 by requesting that all divisions review their current procedures in accordance with suggested general parameters for approval.

ARTICLE X

GRIEVANCE PROCEDURE

<u>SECTION</u>	<u>TITLE</u>
A	Grievance Procedure
B	Adjustment of Grievances
C	General Provisions
D	Jurisdiction of Arbitration
E	Appeal of Arbitration

ARTICLE X

GRIEVANCE PROCEDURE

SECTION A GRIEVANCE PROCEDURE.

A grievance is an alleged misinterpretation of, or misapplication of, or deviation from, any provisions of this Agreement. An individual faculty member or the Agent may file a grievance.

SECTION B ADJUSTMENT OF GRIEVANCES.

Step 1 The complainant and the Agent's representative, if requested by the grievant, or the Agent, may orally present a complaint to the appropriate administrator. If the complaint is not settled or presented by this method, the complainant or the Agent shall present the grievance in writing, dated and signed by the complainant and the Agent's representative (if any) or by the Agent. The grievance shall contain the provision or provisions of the Agreement or other practice or policy allegedly violated, the specific factual basis of the grievance and the remedy sought. The Vice President for Instruction, upon receipt of the written grievance, shall sign and date the grievance and copies for the complainant and the Agent. The Vice President for Instruction shall make a written decision, supported by the reasons thereof, within ten (10) calendar days of receiving the grievance and shall send copies of the decision to the complainant and the Agent.

Step 2 The complainant or the Agent may appeal the decision of the grievance to the President within ten (10) calendar days of the decision rendered in Step One. The appeal shall be in writing, signed and dated by the complainant or the Agent, and shall specify why the decision at Step One is unsatisfactory. Transcripts of the grievance and all oral or written evidentiary matters of Step One procedures shall accompany the appeal of the grievance. The President shall make a written decision within ten (10) calendar days of receiving the grievance appeal and copies shall be sent to the complainant and the Agent. The decision rendered at Step Two shall be considered as the final position of the Employer.

Step 3 Within fifteen (15) calendar days, the Agent only may appeal the decision of the Employer to the American Arbitration Association for arbitration under voluntary rules. The arbitrator shall hold a hearing within twenty (20) days of his/her appointment. Five (5) days' notice shall be given to all parties of the time and place of the hearing. Within twenty (20) days after the hearing completion, the arbitrator shall render his/her decision in writing to the respective parties. The decision of the arbitrator shall be final and binding on the parties. The cost of arbitration shall be equally shared by the parties.

SECTION C GENERAL PROVISIONS.

1. Any complainant or the Agent may present a grievance within ten (10) days after the occurrence of the event giving rise to the alleged violation, or within ten (10) days from the time the complainant or the Agent should have reasonably become aware of the occurrence of the event giving rise to the alleged violation, whichever is later.
2. If two (2) or more complainants have the same grievance, a joint grievance may be filed and processed as a single grievance.
3. Failure on the part of the Employer to render a written decision concerning the grievance at any step of this procedure and within the time limits specified shall permit the grievance to be advanced to the next higher step. Failure to appeal a grievance at any step shall be considered as acceptance of the decision. Additional time at any step of this procedure may be granted by mutual agreement between the parties.
4. Hearings or conferences held under the terms of this procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all parties entitled to attend to be present, including witnesses. All grievances shall be heard during the daily work span, unless the parties mutually agree to a different arrangement.
5. The Agent shall have the right to be present at each step of the grievance and to present its views and introduce evidence.
6. All documents, communications and records of the grievance shall be filed separately from the personnel file of the complainant.

SECTION D JURISDICTION OF ARBITRATION.

1. The arbitrator shall have no authority to render a decision or award which modifies, adds to or subtracts from the provisions or conditions of this Agreement or any practices and policies which relate to the terms and working conditions of the employee.
2. The arbitrator shall have no authority to render a decision or award beyond the termination date of renewal, or extension thereof, of this Agreement.
3. The arbitrator shall have authority to base a decision or award only on the basis of evidence and matters presented by both parties in the presence of each other, and the matters presented in the written briefs of the parties.
4. Decisions regarding tenure or dismissal shall not be grievable.
5. Upon the request of either party, the merits of a grievance and the question of arbitrability may be presented to the arbitrator at the same time. The arbitrator shall resolve the question of arbitrability before hearing and resolving the question of the merits of the grievance.
6. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

SECTION E APPEAL OF ARBITRATION.

Petition by either party to a court of competent jurisdiction on any arbitration decision or award shall be based upon the following:

1. The arbitrator exceeded jurisdiction or authority under this Agreement, practice and policies.
2. That the arbitrator's decision or award is based on an error of law.

ARTICLE XI
TERMINATION OF EMPLOYMENT

<u>SECTION</u>	<u>TITLE</u>
A	Dismissal Philosophy
B	Dismissal for Cause
C	Procedures Governing Dismissal for Cause
D	Resignation
E	Retirement

ARTICLE XI

TERMINATION OF EMPLOYMENT

SECTION A DISMISSAL PHILOSOPHY.

1. Both the Board of Trustees and the Agent subscribe to a policy of helping faculty members improve their performance and achieve success in fulfilling their job descriptions.
2. Excluding instances involving reduction-in-force, as referenced in Article XII, both parties agree that before instituting dismissal for cause proceedings, they will undertake every reasonable effort to assist faculty to eliminate deficiencies and to improve performance which otherwise might necessitate dismissal. In cases where a faculty member's performance is deficient, the appropriate administrator will provide early written notification of the specific nature of the deficiencies and will, in conjunction with the division, the Agent and other administrative personnel, provide counseling, guidance and assistance aimed at helping the faculty member eliminate deficiencies and achieve acceptable performance.
3. This Article is not subject to the grievance procedure.

SECTION B DISMISSAL FOR CAUSE.

1. Under normal circumstances, no tenured or probationary faculty members shall be dismissed except for sufficient cause.
2. Sufficient cause for dismissal shall include but not be limited to the following:
 - a. Failure to fulfill job description.
 - b. Incompetence in performance of job description.
 - c. Repeated violation of published College operational procedures.
 - d. Illegal conflict of interest.
 - e. Aiding, abetting or participating in (RCW 28B.50.862):
 - 1) any unlawful act of violence,
 - 2) any unlawful act resulting in destruction of College property, or
 - 3) any unlawful interference with the orderly conduct of the educational process.

SECTION C PROCEDURES GOVERNING DISMISSAL FOR CAUSE.

1. Informal Procedure for Dismissal - (Not Reduction-In-Force)
 - a. When the appropriate administrator receives or initiates a formal written complaint about a faculty member which may warrant dismissal, he/she shall inform that faculty member and the division chairperson. At this preliminary meeting, which shall be an information gathering session, an adjustment may be mutually agreed upon, at which time the case will be closed, not closed (but a formal dismissal hearing is not recommended) or dismissal is recommended.
 - b. If the case is not resolved at the initial meeting and dismissal proceedings are not initiated, the appropriate administrator shall refer the case to the division chairperson, and the charged faculty member may request a representative of the Agent to be present at all subsequent meetings with the appropriate administrator and/or the division chairperson.
 - c. If the case is not closed but a formal dismissal hearing is not recommended:
 - 1) The areas of deficiency and suggested methods of improvement shall be stated in writing and a copy given to the faculty member at the initial meeting.
 - 2) Attempts to eliminate the deficiency shall be made by the division chairperson and the faculty member until resolved, but not to exceed a period of six (6) consecutive contract months.
 - 3) At least two (2) meetings shall be held between the faculty member and division chairperson to assist the faculty member to eliminate the deficiency.
 - 4) At the end of this period, the appropriate administrator shall call a meeting of the faculty member and the division chairperson for a report of all progress.
 - 5) Recommendation shall then be made to the College President by the appropriate administrator. The recommendations shall provide for:
 - a) dropping the charges of deficiency, or
 - b) holding a formal hearing for dismissal.

- 6) The College President shall recommend dropping the charges of deficiency or that the faculty member be dismissed.

2. Formal Procedures Relating to Dismissal of a Faculty Member

- a. Notice -- After it is determined that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member and provide copies to the Dismissal Review Committee and the Agent. Such notice shall include:
 - 1) A statement of the time, place and nature of the hearing (at least 10 days shall elapse between the notice and the hearing);
 - 2) A statement of the legal authority and jurisdiction under which the hearing is to be held;
 - 3) A reference to the particular rules of the College that are involved;
 - 4) A short and plain statement of the matters asserted. The affected faculty member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected faculty member does not request such a hearing from the President of the College within seven (7) days, the President will request a written determination from the faculty member as to whether he/she wishes to avail himself/herself of the right to a hearing. If the faculty member fails to respond within ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing shall be communicated by the President in writing to the Dismissal Review Committee, the Agent and the Board of Trustees.

3. Procedural Rights of Affected Faculty Members

An affected faculty member who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Higher Education Administration Procedure Act, Chapter 28B.19 RCW, and shall have the following procedural rights:

- a. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter toward which the testimony of the witness is considered material.
 - b. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.
 - c. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.
 - d. The right to the assistance of the Hearing Officer in securing the witnesses and evidence pursuant to Chapter 28B.19 RCW.
 - e. The right to counsel of his/her choosing to appear and act on his/her behalf at the hearings.
 - f. The right to have witnesses sworn and testify under oath.
4. Conduct of Formal Hearing

- a. Appointment of Hearing Officer -- Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral Hearing Officer. The Hearing Officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington nor any of its political subdivisions (with the exception of administrative law judges). The Agent shall be consulted prior to the appointment of the Hearing Officer.
- b. Responsibilities of Hearing Officer -- It shall be the role of the impartial and neutral Hearing Officer to conduct the hearing in accordance with RCW 28B.19 and this Agreement. The duties of the Hearing Officer include:
 - 1) Administering oaths and affirmations, examining witnesses and receiving evidence; and no person shall be compelled to divulge information which he/she could not be compelled to divulge in a court of law;

- 2) Issuing subpoenas;
- 3) Taking or causing depositions to be taken;
- 4) Regulating the course of the hearing;
- 5) Holding conferences for the settlement or simplification of the issues by consent of the parties;
- 6) Disposing of procedural requests or similar matters;
- 7) Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;
- 8) Appointing a court reporter, who shall operate at the direction of the Hearing Officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the Hearing Officer;
- 9) Assisting the Dismissal Review Committee in the conduct of its responsibilities;
- 10) Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;
- 11) Preparing his or her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, the written recommendation of the Hearing Officer will be presented to the President, Dismissal Review Committee, affected faculty member, the Agent and the Board of Trustees. The Dismissal Review Committee's recommendation shall become part of the official Hearing Officer's record at the time both recommendations are sent to the Board of Trustees;
- 12) Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:
 - a) All pleadings, motions and rulings;
 - b) All evidence received or considered;
 - c) A statement of any matters officially noticed;

- d) All questions and offers of proof, objections, and rulings thereon;
 - e) His or her proposed findings, conclusions of law, and recommended decisions;
 - f) A copy of the recommendations of the Dismissal Review Committee;
- 13) Assuring that a transcription of the hearing is made and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;
 - 14) Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community or whether particular persons shall be permitted or excluded from attendance.
- c. Responsibilities of Dismissal Review Committee - The responsibilities of the committee shall be:
- 1) To receive guidance from the Hearing Officer regarding the conduct of its responsibilities;
 - 2) To review the case of the proposed dismissal;
 - 3) To attend the hearing and, at the discretion of the Hearing Officer, call and/or examine any witnesses;
 - 4) To hear testimony from all interested parties (including but not limited to, other faculty members and students) and to review any evidence offered by same;
 - 5) To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, a copy of the written recommendations of the committee will be presented to the Hearing Officer, the affected faculty member, the President, the Board and the Agent.

5. Final Decision by the Board of Trustees

- a. The case shall be reviewed by the Board of Trustees as follows:
 - 1) Board review shall be based on the record of the hearing;

- 2) The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the Hearing Officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the Hearing Officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision and the effective date of dismissal.

6. Effective Date of Dismissal

- a. The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees.

7. Appeal from Final Decision

- a. Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of that decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

8. Suspension

- a. Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected faculty member or others is threatened by his or her continuance. Any such suspension shall be with pay.

9. Publicity

- a. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative officers, the Agent or the Board of Trustees until all administrative proceedings have been completed.

10. The Dismissal Review Committee shall be comprised as follows:
 - a. One (1) member and one (1) alternate to be chosen by the College President at his discretion.
 - b. Four (4) full-time faculty members and four (4) alternates to be elected by the full-time faculty acting as a body. Consistent with 10.e below, this election shall take place on or before the 15th of October each year.
 - c. One (1) full-time student and one (1) alternate chosen by the Student Association.
 - d. The counsel for the charged faculty member(s) may challenge for cause the membership of the Dismissal Review Committee. Challenge for cause shall be determined by the Hearing Officer except for physical incapacity to serve on the committee which will be considered just cause for not serving. In the event of a challenge the applicable alternate will replace the individual(s).
 - e. Terms of office for elected faculty members and alternates shall be determined by the Agent.
 - f. In no case shall a member of the committee sit in judgment of his or her own case, or the case of his or her spouse.
11. Time Limits
 - a. The term "days" as used in this section refers to calendar days. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included. If the last day of the period of time is a Saturday, a Sunday or a legal holiday, the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.
12. Special Provision
 - a. Upon written mutual consent between the affected faculty member and the Board of Trustees, appeal right outlined in Article XI, Section C,7 may be waived in favor of final and binding arbitration with the American Arbitration Association.

ARTICLE XII

REDUCTION-IN-FORCE

<u>SECTION</u>	<u>TITLE</u>
A	Definition of Reduction-in-Force
B	Preliminary Procedures
C	General Procedures Relating to Reduction-in-Force
D	Specific Procedures Regarding Reduction-in-Force

ARTICLE XII

REDUCTION-IN-FORCE

SECTION A REDUCTION-IN-FORCE.

1. Reduction-in-Force shall be defined as any of the following:
 - a. Emergency reduction-in-force as defined in RCW 28B.50.873.
 - b. Institutional lack of funds.
 - c. Program termination or program reduction.

SECTION B PRELIMINARY PROCEDURES.

Prior to initiation of reduction-in-force for reasons A,1,a,b, or c above, the President shall notify in writing the divisions, the Agent and the administrative staff of the potential need to implement a reduction-in-force. The reasons necessitating the concern and nature of the problem or potential problem will be included in such notice. The President will consider all recommendations and alternatives presented by the Agent, the divisions (independently or through the Instructional Council) and the administrative staff which are received within thirty (30) days of the issuance of the notice. Failure of any group to submit recommendations and alternatives shall not act as a bar to the President initiating a reduction-in-force upon expiration of the thirty (30) day period.

SECTION C GENERAL PROCEDURES RELATING TO REDUCTION-IN-FORCE.

1. Notice -- After it is determined that a reduction-in-force should be initiated, the President shall serve written notice of the cause(s) to the affected faculty member and provide copies to the Dismissal Review Committee and the Agent. Such notice shall include:
 - a. A statement of the time, place and nature of the hearing (at least 10 days shall elapse between the notice and the hearing);

This statement shall clearly indicate that the separation is not due to the job performance of the faculty member and hence is without prejudice to such faculty member and, in addition, shall indicate the proposed effective date of separation from service.
 - b. A statement of the legal authority and jurisdiction under which the hearing is to be held;

- c. A reference to the particular rules of the College that are involved;
- d. The basis for selection of the affected faculty member. The affected faculty member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected faculty member does not request such a hearing from the President of the College within seven (7) days, the President will request a written determination from the faculty member as to whether he/she wishes to avail himself/herself of the right to a hearing. If the faculty member fails to respond within ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing shall be communicated by the President in writing to the Dismissal Review Committee, the Agent and Board of Trustees.

2. Procedural Rights of Affected Faculty Members

An affected faculty member who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Higher Education Administration Procedure Act, Chapter 28B.19 RCW, and shall have the following procedural rights:

- a. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter toward which the testimony of the witness is considered material.
- b. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.
- c. The right to be heard in his/her own defense and to present witnesses, testimony and evidence on all issues involved.
- d. The right to the assistance of the Hearing Officer in securing the witnesses and evidence pursuant to Chapter 28B.19 RCW.
- e. The right to counsel of his/her choosing to appear and act on his/her behalf at the hearings.
- f. The right to have witnesses sworn and testify under oath.

3. Conduct of Formal Hearing

- a. Appointment of Hearing Officer -- Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral Hearing Officer. The Hearing Officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington nor any of its political subdivisions (with the exception of administrative law judges). The Agent shall be consulted prior to the appointment of the Hearing Officer.

In the case of a reduction-in-force for reasons set forth in Section A,1,a above, at the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask to participate in the choosing of the Hearing Officer in the manner provided in 28A.58.455 (4) RCW, said employee therein being a faculty member for the purposes hereof and said Board of Directors therein being the Board of Trustees for purposes hereof; provided that where there is more than one (1) faculty member affected by the Board of Trustees' reduction-in-force such faculty members requesting a hearing must act collectively in making such request, and also provided that costs incurred for the services and expenses of such Hearing Officer shall be shared equally by the College and the faculty member or members requesting the hearing. At least ten (10) days' written notice of the date of the hearing will be given by the President to faculty members who have requested such a hearing.

- b. Responsibilities of Hearing Officer -- It shall be the role of the impartial and neutral Hearing Officer to conduct the hearing in accordance with RCW 28B.19 and this Agreement. The duties of the Hearing Officer include:

- 1) Administering oaths and affirmations, examining witnesses and receiving evidence, and no person shall be compelled to divulge information which he/she could not be compelled to divulge in a court of law;
- 2) Issuing subpoenas;
- 3) Taking or causing depositions to be taken;
- 4) Regulating the course of the hearing;

- 5) Holding conferences for the settlement or simplification of the issues by consent of the parties;
- 6) Disposing of procedural requests or similar matters;
- 7) Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;
- 8) Appointing a court reporter, who shall operate at the direction of the Hearing Officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the Hearing Officer;
- 9) Assisting the Dismissal Review Committee in the conduct of its responsibilities;
- 10) Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;
- 11) Preparing his or her proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable after the conclusion of the formal hearing, the written recommendation of the Hearing Officer will be presented to the President, Dismissal Review Committee, affected faculty member, the Agent and the Board of Trustees. The Dismissal Review Committee's recommendations shall become part of the official Hearing Officer's record at the time both recommendations are sent to the Board of Trustees. Such submission shall be within ten (10) days after conclusion of the formal hearing in instances involving emergency reduction-in-force or institutional lack of funds which become apparent independent of the formal budgetary process of the College. In all other instances, such submission shall be within thirty (30) days of the conclusion of the formal hearing;
- 12) Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:
 - a) All pleadings, motions, and rulings;
 - b) All evidence received or considered;

- c) A statement of any matters officially noticed;
 - d) All questions and offers of proof, objections and rulings thereon;
 - e) his or her proposed findings, conclusions of law and recommended decisions;
 - f) A copy of the recommendations of the Dismissal Review Committee;
- 13) Assuring that a transcription of the hearing is made and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;
- 14) Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community or whether particular persons shall be permitted or excluded from attendance;
- 15) The Hearing Officer shall consolidate individual reduction-in-force hearings into a single hearing. Only one such hearing for the affected faculty member(s) shall be held, and such consolidated hearing shall be concluded within the time frame set forth herein. Provided, however, in instances other than emergency reduction-in-force (A,1,a) the Hearing Officer will grant a faculty member's request for independent consideration to the extent that the facts as they relate to that particular faculty member are unique;
- 16) In the case of a reduction-in-force for reasons set forth in Section A,1,a above, the formal hearing shall be concluded by the Hearing Officer within sixty (60) days after written notice of the reduction-in-force has been issued to the affected faculty member(s). The only issue to be determined will be whether the particular faculty member or members advised of severance are the proper ones to be terminated.
- c. Responsibilities of Dismissal Review Committee -- The responsibilities of the committee shall be:
- 1) To receive guidance from the Hearing Officer regarding the conduct of its responsibilities;
 - 2) To review the case of the proposed dismissal;

- 3) To attend the hearing and, at the discretion of the Hearing Officer, call and/or examine any witnesses;
- 4) To hear testimony from all interested parties, (including but not limited to, other faculty members and students) and review any evidence offered by same;
- 5) To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, (ten (10) days in instances involving emergency reduction-in-force or lack of institutional funds which become apparent independent of the formal budget-making process of the College) a copy of the written recommendations of the committee will be presented to the Hearing Officer, the affected faculty member, the President, the Board and the Agent.

4. Final Decision by the Board of Trustees

- a. The case shall be reviewed by the Board of Trustees as follows:
 - 1) Board review shall be based on the record of the hearing.
 - 2) The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the Hearing Officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the Hearing Officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the affected faculty member(s) in writing of its final decision and the effective date of dismissal.

5. Effective Date of Dismissals

- a. The effective date of reduction-in-force shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees. Provided, however, separation for reasons A,1,c above (program reduction or program termination), shall not be before the expiration of the faculty member's individual contract and separation for A,1,a above (emergency reduction) shall become effective on final action by the Board of Trustees).
- b. Failure to request a hearing within ten (10) days of receiving notice of severance shall cause separation from service on the proposed effective date stated in the notice regardless of the duration of any individual employment contract.

6. Appeal from Final Decision

- a. Pursuant to RCW 28B.19.150 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of that decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

7. Publicity

- a. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative officers, the Agent or the Board of Trustees until all administrative proceedings have been completed.

8. The Dismissal Review Committee shall be comprised as follows:

- a. One (1) member and one (1) alternate to be chosen by the College President at his discretion.
- b. Four (4) full-time faculty members and four (4) alternates to be elected by the full-time faculty acting as a body. Consistent with 9,e below, this election shall take place on or before the 15th of October each year.
- c. One (1) full-time student and one (1) alternate chosen by the Student Association President.

- d. The counsel for the affected faculty member(s) may challenge for cause the membership of the Dismissal Review Committee. Challenge for cause shall be determined by the Hearing Officer except for physical incapacity to serve on the committee which will be considered just cause for not serving. In the event of a challenge the applicable alternate will replace the individual(s).
- e. Terms of office for elected faculty members and alternates shall be determined by the Agent.
- f. In no case shall a member of the committee sit in judgment of his or her own case, or the case of his or her spouse.

9. Time Limits

- a. The term "days" as used in this section refers to calendar days. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included. If the last day of the period of time is a Saturday, a Sunday or a legal holiday, the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

10. Special Provision

- a. Upon written mutual consent between the affected faculty member and the Board of Trustees, the appeal right outlined in Article XII, Section C,7 may be waived in favor of final and binding arbitration with the American Arbitration Association.
- b. On the request of a faculty member laid off, the College President shall write a letter, stating (1) the reasons for said lay-off, (2) the qualifications of the affected faculty member, and (3) any other pertinent information which may be of assistance in securing another employment position. The President will furnish this letter to the faculty member for his/her own use.
- c. Nothing herein shall be construed to affect the decision and right of the Board of Trustees not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.
- d. This Article is not subject to the grievance procedures except as specifically provided in section D,1,c.

SECTION D SPECIFIC PROCEDURES REGARDING REDUCTION-IN-FORCE.

1. Reduction-in-Force Units and Procedure for Assignment
 - a. Reduction-in-force units shall be established as follows and each full-time faculty member shall be assigned to the reduction-in-force unit which most accurately reflects the faculty member's tenured or probationary appointment.
 - b. Reduction-in-Force Units:
 - 1) Reduction-in-force units shall be established as follows, and each tenured employee and each employee holding a probationary faculty appointment shall be assigned by the President to the units as prescribed above.

Accounting
Adult Basic Education
Anatomy/Physiology
Anthropology
Automotive
Aviation
Biology
Body Fender
Building Tech.
Business Education
Business Law
Cashier Checker
Ceramics
Chemistry
Civil Engineering Tech.
Counseling/Guidance/Admission
Court Reporting
Data Processing
Drafting
Drama
Economics
Electronics
English
English as a Second Language
Family Studies
Fiber Art
Forestry
Geography
Geology
German
Health and PE
History
Home Economics
Horse Management

Industrial Education
Introduction to Business/Management
Journalism
Law Enforcement
Library
Machine Tech.
Math
Media
Music
Nursing
Occupational Therapy
Painting/Drawing
Philosophy
Physical Therapy
Physics
Political Science
Psychology
Reading
Real Estate
Recreation
Sociology
Spanish
Speech
Transfer Engineering
Transportation
Vocational Music
Water/Waste Water
Welding

Additional reduction-in-force units may be created by the district to reflect program additions. Other modifications may be made at any time by mutual agreement between the Agent and District.

- c. On or before October 15 of each year, full-time faculty members may apply, to the Vice President for Instruction, for course pre-qualification regarding any course outside of their reduction-in-force unit for which they may be qualified. The Vice President will forward the qualifications to the appropriate division for their recommendation. The division shall return the recommendation to the Vice President for Instruction by November 1.

In determining whether to grant or deny course pre-qualification, the Vice President and Division shall review:

- 1) Formal education in the field as demonstrated by 10 credits of upper division courses in the teaching or closely allied field;
- 2) Relative work experience in the field;
- 3) Certification requirement (if appropriate);
- 4) Previous teaching experience.

- d. On or before November 10 of each year the College will publish reduction-in-force lists and pre-qualification course lists. Each faculty member shall be ranked in the appropriate reduction-in-force unit in accordance with the seniority criteria defined below. Any disputes regarding reduction-in-force unit assignment, course pre-qualification, or seniority calculation shall be submitted within 10 days of publishing the list to expedited arbitration utilizing the American Arbitration Association.
2. Order of Reduction. Within each affected unit, the President shall observe the following order of reduction:
 - a. First - Full-time probationary faculty in order of least seniority.
 - b. Second - Full-time tenured faculty in order of least seniority.

In applying the above, a full-time faculty member shall have the right to displace part-time faculty who are scheduled to teach courses within the unit or courses for which pre-qualification has been accomplished in accordance with Section D 1,c above.

Assignment to pre-qualified courses does not alter the assignment to the Reduction-in-Force unit as described in Section D,1,a above.

In the event more than one faculty member is pre-qualified for the same course(s) the most senior shall receive the assignment.

3. Seniority

- a. Definition: Seniority shall be based on the number of years of employment beginning with the date of the signing of the first full-time faculty contract for the most recent period of continuous full-time service at the College and shall include leaves of absence, sabbaticals, lay-offs and full-time service for faculty members employed to teach at the College by District 408 prior to July 1967. The person with the highest number of qualifying years shall be the most senior; in case of ties, seniority shall be determined in the following order:
 - 1) First date of the signature of a letter of intent to accept employment or first date of signature of an employer contract, whichever is earlier.
 - 2) First date of application for employment.

- 3) Faculty who assume an administrative position shall continue to accumulate seniority for a maximum of four (4) years after the administrative appointment.

4. Recall Rights

- a. Faculty members who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below:
 - 1) Recall lists shall be created and maintained by the College for each reduction-in-force unit according to seniority.
 - 2) Recall shall be in reverse order of reduction-in-force by reduction-in-force unit to newly created or a vacant full-time position within the unit, or to a full-time position resulting from consolidation of pre-qualified courses.
 - 3) The right to recall shall extend two (2) calendar years from the effective date of separation.
 - 4) Each RIF'd faculty member shall keep the College Personnel Office informed of any change in address.
 - 5) Before any new hires, faculty members on the recall list will be given the first opportunity to fill vacancies in any course in their RIF unit or courses for which they have been pre-qualified. Such assignment does not affect his or her right to a full-time position in the recall unit or recall to courses for which he/she has been pre-qualified.
 - 6) A RIF'd faculty member shall have thirty (30) calendar days to respond following written notice of an offer of recall to a full-time position. If the individual fails to respond, his or her recall rights shall be waived. The thirty (30) calendar day notice period shall begin upon the date that the College postmarks a registered letter to the faculty member's last known address.
 - 7) A RIF'd faculty member who obtains additional certification, qualifications or retraining while on a recall list(s) shall be entitled to update his or her records with the Personnel Office.

- 8) Upon recall, a faculty member shall retain all remaining benefits such as sick leave, tenure, retirement and seniority which has accrued to the date of separation.
- 9) The College shall notify the Agent in writing of all employment offers made to faculty on recall and the final outcome of such offers.

ARTICLE XIII

RESIGNATION - RETIREMENT

<u>SECTION</u>	<u>TITLE</u>
A	Resignation
B	Retirement

ARTICLE XIII

RESIGNATION - RETIREMENT

SECTION A RESIGNATION.

A full-time faculty member resigning his/her position for the subsequent academic year shall so notify the appropriate administrator or College President no later than May 1 of the current academic year or prior to signing a contract for the following year, whichever shall occur first.

SECTION B RETIREMENT.

1. **General Standards.** The age of mandatory retirement shall be seventy (70) years. An academic employee reaching seventy (70) after September 1 may complete that school year. Employment after the mandatory retirement age may be continued on a year-to-year basis when, in the best judgment of the President of the College, the appropriate Vice President and the division chairperson, the individual's services are essential to the College program.
2. **Procedure.** The procedure for retirement shall be implemented in the following manner:
 - a. The academic employee shall notify the division chairperson and the appropriate Vice President of his/her age status during the fall quarter of the year prior to retirement.
 - b. The Vice President for Business Affairs shall assist the employee in determining retirement benefits.

ARTICLE XIV

AGENT RIGHTS AND PRIVILEGES

<u>SECTION</u>	<u>TITLE</u>
A	Release of Assignment
B	Bulletin Boards
C	Mail
D	All-College Faculty Member Meeting
E	Information Service
F	Meetings of Concern
G	Attendance at Conferences and Meetings
H	Rosters
I	Public Information
J	Budget
K	Agency Shop

ARTICLE XIV

AGENT RIGHTS AND PRIVILEGES

SECTION A RELEASE OF ASSIGNMENT.

The Coalition President will be relieved of all advisory and committee assignments in order to assist in implementation of these agreements as they relate to the total faculty and governance of the College.

SECTION B BULLETIN BOARDS.

The Agent will be entitled to exclusive use to post and remove material on existing bulletin boards (not to exceed one-half the space per board) in faculty office areas or lounges.

SECTION C MAIL.

The Employer agrees that the Agent shall have the right to distribute the Agent's information and other related material in the mail boxes of the faculty and other professional employees. The Agent will be entitled to distribute mail (at no postal cost to the College) through the outgoing mail service.

SECTION D ALL-COLLEGE FACULTY MEMBER MEETING.

An All-College faculty member meeting called by the Agent President will take precedence over other faculty related meetings. Agent meetings will be held between 12:00 noon and 1:00 p.m. or after 3:00 p.m. without having priority over other College meetings and teaching responsibilities.

SECTION E INFORMATION SERVICE.

1. The Coalition President shall be provided with a copy of the Board of Trustees' agenda when the Board members receive their materials. A copy of agenda and minutes will be sent to the Coalition President's office.
2. Background information pertaining to pending action of the Board of Trustees at any regular meeting shall be mailed to the Coalition President. The Coalition agrees to furnish background information pertaining to pending actions of the Board of Trustees at any regular meeting. Such information shall be delivered to the office of the College President.
3. The Agent shall maintain a current list of its officers, their titles and mailing addresses in the College President's office.