AGREEMENT

BY AND BETWEEN

THE BOARD OF TRUSTEES OF EVERETT COMMUNITY COLLEGE
AND
AFT EVERETT
HIGHER EDUCATION
LOCAL 1873, AFT, AFL/CIO

The expiration date of this Contract is JUNE 30, 2016
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ARTICLE 1: COLLECTIVE BARGAINING AGREEMENT

1.10 Copies of the agreement
The College 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.

1.20 Scope of the agreement
A. This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the College which shall be contrary to or inconsistent with its terms.
B. This Agreement constitutes the negotiated Agreements between the College and the Federation and supersedes any previous Agreements or understanding, whether oral or written, between the parties.
C. 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.
D. The management of the College and the direction of the work force are vested exclusively with the College 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 College in accordance with such policies and procedures as it from time to time may determine.
E. The 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.
F. The College 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 section or provision 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 College 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).
G. 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 College 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.
H. Nothing contained herein shall be construed to deny, restrict, or diminish any rights faculty may have under the laws of the State of Washington and of the United States or other applicable regulations.

1.30 Hold harmless clause
The College agrees that all participation by faculty arising from this Agreement is purely advisory and therefore will hold faculty harmless regarding any and all decisions which it makes in the exercise of its legal authority.
1.40 Legal protection for committee work
In accordance with RCW 28B.10.648, faculty who serve on Appointment Review Committees and Dismissal Review Committees or who provide written or oral statements to an Appointment Review Committee or who observe and evaluate employees at the request of a direct supervisor are immune from civil actions if the performance of their duties or their statements are made in good faith. The College shall provide legal representation to any such faculty in any legal action which may arise from such committee proceedings.

1.50 Duration of agreement
This agreement shall remain effective from the date of ratification and shall continue in effect until the 30th day of June 2016. During the period of negotiations, this Agreement shall remain in force.

A. Either party may request negotiations for a successor agreement by notifying the other party in writing no sooner than September 1, 2015 and no later than January 31, 2016.
   1. In the event notice is given by either party, negotiations will begin at a time agreed upon by the parties.
   2. In the event no notice is given by either party, the agreement and any associated Memoranda of Understanding and Letters of Agreement shall automatically extend for one year from the date of agreement expiration.

B. The Federation reserves the right to reopen Appendices A and B in the event that the Legislature of the State of Washington provides funds, or allows for use of funds, for salary purposes.
   1. Implementation of such increase shall be consistent with legislative intent.
   2. In any event, upon the request of either party Appendices A and B may be re-opened for the purpose of negotiating modifications thereto.
   3. Such negotiations occurring as a result of this subsection shall be in accordance with RCW 28B.52 or any subsequent legislation.

C. Changes to all Appendices other than A and B may be made by the Contract Administration Committee.

1.60 Appropriate administrator
The term “appropriate administrator” shall mean a faculty member's direct supervisor. In the absence of the direct supervisor, the “appropriate administrator” shall mean the next administrator in line authority up through the administrative organization of the College.
ARTICLE 2: FEDERATION RIGHTS

2.10 Federation recognition
A. The Board of Trustees of Everett Community College, hereinafter referred to as the “College,” recognizes the AFT Everett, Higher Education, Local 1873, AFT, AFL/CIO hereinafter referred to as the “Federation,” as the exclusive bargaining agent for all Everett Community College faculty 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 also be handled by the Public Employment Relations Commission (PERC).

2.20 Employees’ right to organize
A. The College hereby agrees that every faculty member 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.
B. The College agrees that it will not discriminate against any faculty member 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 College or any grievance, complaint, or proceeding under this Agreement.
C. Nothing in this Article shall be construed to diminish the opportunity of the College to utilize any legal remedies available.
D. 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.

2.30 Union membership requirement
All faculty in the College shall, as a condition of continued employment on or after the thirtieth day following the beginning of such employment, become a member of the Federation or pay a service fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the Federation, to reimburse the Federation for the expense of representing members of the bargaining unit.

2.31 Implementation of agency shop
A. As a condition of continued employment for faculty of the College, the College requires that each employee must pay the appropriate representation fee to the Federation and provide written authorization for payroll deduction of such fees.
B. The Federation shall advise each affected employee of his or her obligation under the agency shop agreement including non-association provisions, and inform the employee of the amount owed, the method used to compute that amount, and how and when such payments are to be made.
C. The Federation further agrees to inform employees about portions of the representation fee eligible for exclusion or rebate.
D. The employee shall provide the Federation written authorization to deduct a membership or a representation fee. The Federation shall forward such authorization to the College. Upon receipt of the authorization, the College shall make payroll deductions for such fees.

E. If a currently employed faculty member has not provided written authorization for membership or representation fees to the Federation within thirty (30) days after notification of the requirement to do so, the Federation shall notify the College of the employee’s failure to provide authorization. Upon notification of the employee’s failure to provide written authorization, the College shall deduct the required amount from the employee’s paychecks as provided for in RCW 28B.51.

F. Faculty who do not choose to pay those portions of the fee which are eligible for exclusion or rebate shall receive a rebate from the Federation by submitting a written request to the Federation.

G. The College agrees to notify all applicants and new hires of the agency shop provision. The College agrees to provide the Federation’s information (described in B. and C. above) to new hires.

H. The new employee has thirty (30) days from the beginning day of employment to provide written authorization to the Federation. If the new employee does not provide written authorization within the 30-day period, the Federation shall notify the College and the College shall deduct the required amount from the employee’s paychecks.

2.32 Payroll deduction of union dues
A. The College shall, upon written authorization of the faculty member involved, provide payroll deduction of Federation membership dues for full-time and part-time faculty.

B. All faculty shall, as a condition of employment or of continued employment, provide the College with a written authorization to deduct from each paycheck Federation dues or the Federation service fee. Such deductions shall be remitted to the authorized Federation representative.

C. The Federation agrees to indemnify the College 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 College 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.

2.33 Religious exemption
A. If a faculty member asserts a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such faculty member is a member, that faculty member shall pay to a non-religious charity or other charitable organization an amount of money equivalent to the periodic dues uniformly required as a condition of acquiring and retaining membership in the Federation.

B. The charity shall be agreed upon by the faculty member and the Federation.

C. The faculty member shall furnish written proof that such payments have been made.

D. If the faculty member and the Federation cannot reach agreement on such matter, PERC shall designate the charitable organization.
2.40 Federation use of college buildings
The Federation and its representatives shall have the right to schedule the use of College buildings to transact lawful Federation business, provided that normal scheduling procedures are followed and further provided that no additional cost is incurred by the College. Suitable office space on campus shall be provided for the Federation.

2.41 Federation use of mail
The Federation may use the College internal communication services 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 or pays for the metering of its mail.

2.42 Federation use of office equipment
The Federation shall have the right to reasonable use of College 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.

2.43 Federation use of bulletin boards
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.

2.50 Rights of Federation representative
A. Duly authorized representatives of the Federation shall be permitted to transact official Federation business on College property during working hours provided there is no disruption to instructional programs.
B. 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.
C. The Federation shall have the right to send two (2) representatives to legislative committee hearings, meetings of the State Board for Community and Technical Colleges (SBCTC), or Federation regional or statewide meetings/conferences providing that arrangements or assignment coverage is approved by the appropriate administrator or his/her designee. Leave slips for the representatives shall be submitted to the Vice President of Instruction or his/her designee. Travel and related expenses shall be borne by the Federation.

2.51 Federation President release time
A. The College agrees to provide the Federation President without loss of compensation release time equivalent to one-third reduced load to be utilized each quarter.
B. The Federation President shall be responsible for assisting in the following:
   1. Improving communications between faculty and the College.
2. Participation with the faculty and the College in seeing that the Agreement is implemented.
3. Working with the faculty and the College toward solving problems which may arise in the administration of the provisions of this Agreement.

2.60 Contract Administration Committee
A. Representatives of the Federation and the College 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 having an impact on this Agreement that may arise from any college committee, group, or individual.
B. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement.
C. 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.
D. These meetings shall take place at the College level. Provided, however, neither party shall have more than five (5) representatives.
E. The College shall keep the first, third, and fifth Wednesday of every month from 3:30 to 5:00 p.m. free for Federation members of the Contract Administration Committee and other contract-related committees, and the Federation Executive Council to conduct contract-related business.

2.70 Board of Trustee meetings
A. 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 College President’s right to privileged correspondence with the Board of Trustees.
B. 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.

2.80 Information Requests
To assist the Federation in carrying out its role as the bargaining agent for faculty, the College 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 faculty.

2.90 Opening Week
Prior to the commencing of classes of each academic year and at the regularly scheduled annual meeting of all faculty, the President of the Federation or his/her designee shall have the opportunity to address faculty.
ARTICLE 3: MANAGEMENT RIGHTS

3.10 Management of College
The management of the College and the direction, assignment and job responsibilities of the work force are vested exclusively with the College subject to the terms and conditions of this Agreement.
ARTICLE 4: SELECTION AND APPOINTMENT OF FACULTY

4.10 Definitions
The following definitions apply to faculty covered by this agreement:

A. Associate. An associate faculty member is employed on a part-time contract and paid in accordance with Appendix B.2 of this Agreement. Part-time employment carries no right of subsequent employment and is not applicable toward tenure.

B. Senior Associate. A senior associate faculty member is an associate faculty member who has satisfied the requirements of Article 7.

C. Full-time. A full-time faculty member is employed on a full-time contract and paid in accordance with Article 5 and Appendix A of this Agreement. Full-time faculty will be hired as temporary, probationary, or tenured faculty.
   1. Temporary. A temporary faculty member is employed on a full-time contract and is paid in accordance with Article 5 and Appendix A of this Agreement. Temporary employment carries no right of subsequent employment and is not applicable toward tenure.
   2. Probationary. A probationary faculty member is employed on a full-time contract and paid in accordance with Article 5 and Appendix A of this Agreement. Probationary employment is subject to the appointment review process and the provisions of probationary status contained in Article 8 and Appendix E of this Agreement.
   3. Tenured. A tenured faculty member is employed on a full-time contract and paid in accordance with Article 5 and Appendix A of this Agreement. Tenured employment means appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.

4.20 Hiring process for full time faculty
A. Upon notification that a faculty position is vacant, the appropriate administrator shall convene a Screening Committee in accordance with College procedures.
B. The committee shall recommend to the appropriate administrator the job description and position qualifications (both minimum and desired) for each vacancy.
C. Final approval of job descriptions and position qualifications rests with the College.
D. Nothing in this section limits the authority of the Board of Trustees with respect to hiring faculty.
E. The College shall advertise full-time vacancies as widely as necessary to obtain a diverse pool of candidates.
F. The department in which the vacancy exists shall appoint one full-time faculty member to serve on the Screening Committee.
G. Each Screening Committee shall determine its own interview questions and rating standards, subject to the approval of the Human Resources office.
H. The committee shall also determine the candidates to be interviewed and to be recommended to the hiring authority.
I. Each Screening Committee shall monitor itself to insure that committee actions do not violate the College’s Anti-Discrimination Policy or state and/or federal laws and regulations.
J. Whenever a screening committee is formed, its members must sign a confidentiality statement indicating that they will keep confidential the information gained in the hiring process.
   1. Online searches into the background of candidates is restricted to HR personnel only.
      a. Committee chairs may request an exception to the ‘no online search’ procedure to view material specific to the candidate’s application. Committee chairs will call HR before using online resources.
   2. Reference inquiries are done by the Human Resources office.
      a. Committee chairs or designees may follow up on references done by HR, after HR provides the information to the committee.
      b. Committee chairs or designees may suggest names of potential references not listed as references by the candidate. HR will conduct these reference checks if possible.

K. All applicants for full-time faculty vacancies shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.

4.30 Hiring process for associate faculty
   A. Each appropriate administrator, with the assistance of appropriate faculty, shall establish educational and/or experiential standards for associate positions in each discipline within the division.
   B. Each appropriate administrator, with the assistance of appropriate faculty, shall develop an appropriate screening and selection process and select the final candidate for the associate position.
   C. All associate positions not filled by full-time or associate faculty currently employed in the College shall be advertised by the Human Resources office.
   D. If the above procedure has failed to produce a suitable candidate to fill the associate position, an emergency situation exists; in such a case, the appropriate administrator will take whatever action is required to fill the vacant position and notify the Human Resources office of the action taken.

4.40 Individual contracts
   A. All full-time faculty shall be issued individual contracts which shall state the following:
      1. The incorporation of this Agreement, by reference;
      2. The agency fee as a condition of employment;
      3. The salary or part-time rate as appropriate;
      4. The contact hour workload or full-time assignment as appropriate;
      5. The total annual or quarterly salary as appropriate;
      6. The beginning and ending dates of the assignment period;
      7. The total number of days or hours, as appropriate, of the assignment period;
      8. The type of appointment held by the employee (e.g. temporary, probationary,
         9. tenured, or associate;
      10. The accumulated sick leave, if applicable;
      11. The choice as to the number of equal payments made to the employee.
B. The College shall provide such contracts to each full-time faculty member on May 15 prior to the ensuing academic year of assignment.

C. Each individual employee who intends to return or commence employment in his/her respective tenured or probationary appointment shall so notify the College by signing the individual contract and returning it to the College President no later than ten (10) working days after its receipt.

D. Failure to return a contract on a timely basis shall mean such individual faculty member does not intend to return and no longer desires to be employed by the College.

4.50 Associate faculty notice of intent to employ

A. The College shall develop the appropriate form(s) for each associate faculty member indicating employment information.

B. Associate faculty shall be assigned a class schedule as far in advance of the start of the quarter as possible.

C. Notification of intent to employ, showing the specific course assignment, shall be received by the associate faculty member within one week of the start of class.

4.60 Associate faculty compensation for cancellation

A. Associate faculty shall be notified within one week of cancellation for classes canceled prior to the first day of class or within one week of the first day of class for classes canceled on or after the first day of class.

B. In the event of an associate faculty member’s class(es) being canceled, the faculty member will be compensated by the College as follows:
   1. $150 per course if the course is canceled or reassigned less than one week before the scheduled start of the course and the faculty member does not receive a replacement assignment;
   2. $150 per course plus the salary for the percentage of the course taught for courses canceled on or after the first day of class.

4.70 Reassigned time

Within 30 days after the start of the assignment, faculty with reassigned time under Article 17.80 shall receive a written statement regarding the assigned duties, the percentage of reassigned time, and the starting and ending date.
ARTICLE 5: COMPENSATION

5.10 Salary schedule
A. The salary schedule for full-time faculty shall be in Appendix A.
B. The salary rates for associate faculty, stipended activities, fourth quarter employment, and all other employment conditions shall be in Appendix B.
C. All years of contracted faculty service shall mean service at Everett Community College.
D. In addition to placements on the full-time salary schedule described in Article 5.20 below, adjustments shall be made in accordance with Appendix A.

5.20 Placement on salary schedule
A. A newly hired full-time temporary faculty member shall be placed at the Base Step on the full-time salary schedule.
B. A newly hired full-time probationary faculty member shall be placed at an initial salary placement in accordance with Appendix A.
C. The maximum initial placement for a newly hired full-time probationary faculty member shall be 7 steps above the base, plus doctoral stipend (if applicable).
D. A tenured administrator returning to the bargaining unit shall be placed at the appropriate salary in accordance with the employee’s number of years of full-time contracted service to the College beginning with the first year of full-time faculty service.
E. A previous full-time faculty member who has returned to the College as a full-time faculty member after resignation or other interruption of contracted service shall have all years of previous full-time contracted service included in calculations for salary placement.
F. A full-time temporary faculty member who is hired into a probationary position shall be placed at a salary based on the years of full-time contracted faculty service, in accordance with Appendix A.

5.30 Salary increases
A. A full-time faculty member shall qualify to receive increments and other annual increases shown in Appendix A, except as indicated in this Article, upon completion of an academic year of contracted service, excluding Summer Quarter unless it is in lieu of a quarter of the academic year.
B. All calculations for salary increases shall be as of June 30 to be applied for salary increases the following academic year, except for Summer Quarter in lieu of a quarter of the regular academic year.
C. For annual salary increase (increment) purposes only, an academic year shall be deemed to have been completed if the faculty member has worked one-half plus one of the total number of contracted days of the academic year as of June 30 to be applied for salary increase the following academic year.
   1. Only full-time contracted service shall be included, except as described in Article 17.60.
   2. Periods of paid leave shall be included. Periods of unpaid leave shall not.
D. The annual increase (increment) shall consist of state-financed increment funding plus maximum possible turnover, plus other applicable increases as shown in Appendix A.
E. Each academic year’s salary, after increments and other applicable increases,
shall constitute the new salary base for that faculty member upon which the following year's salary increases are calculated.

F. A faculty member who has been granted tenure shall receive a salary adjustment as shown in Appendix A.

G. A full-time faculty member on a Special A contract shall have his/her increments paid by the funding source.

H. All funds allocated by the SBCTC for general salary increases and COLAs shall be distributed in equal dollar amounts to all applicable faculty.

I. A full-time faculty member on a Special A contract shall have his/her general salary increases (COLAs) paid by the funding source.

5.40 Turnover

A. Turnover is generated whenever a state-funded full-time position is vacated and is filled at a lower salary level.

B. Maximum possible turnover is the total difference in dollars between the salary of each full-time position at the time it is vacated and replacement at the Base Step on that same salary schedule before any general salary increases are added.

C. Maximum possible turnover shall be used for salary increases for tenured and probationary faculty.

D. If at any time the SBCTC prohibits or fails to authorize the use of turnover as increments, the College and the Federation shall, within 30 contract days of SBCTC notification to the College, set a time to reopen Article 5 and such other parts of the Agreement as may be affected by the bargaining due to this reopening.

5.41 Filling vacancies related to turnover

Whenever a tenured or probationary faculty position is vacated, except for reduction-in-force (RIF), the College shall fill that position with a full-time replacement for at least one year. The replacement position may be in another academic discipline. However, the College and the Federation may agree not to fill a position.

5.50 Paychecks

A. Paychecks for all faculty shall be available on the 10th and 25th of each month.

B. Full-time faculty whose assignments begin before September 15 shall receive their first paycheck on September 25.

C. Those employees whose assignments begin in Summer Quarter shall receive their first paycheck on July 25.

D. Faculty given extended contract days for specific purposes shall 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.

E. When errors are made resulting in underpayments to full-time or associate faculty, the College shall advance to the employee the amount of the underpayment within five (5) working days of notification to the Human Resources office.

F. It is understood that pay dates in this section are subject to modification by the Office of Financial Management (OFM). The College will adhere to OFM modifications as required.
5.51 Payroll deductions
A. In accordance with RCW 41.04.230, the College shall provide payroll deductions for Political Action Committees.
B. In accordance with RCW 28B.52.045, the College shall provide payroll deductions for service fees to the Federation as determined under Article 2.32.

5.60 Insurance benefits
A. The College shall pay the maximum amount authorized and funded by the legislature toward the premium cost of Public Employee Benefits Board (PEBB) approved medical and dental plans for each eligible faculty member and his/her family.
B. The College shall also pay the full cost of such basic life insurance benefits and long-term disability benefits as shall be prescribed by the PEBB.
C. The College 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 PEBB rules.
D. The College shall inform each faculty member 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.

5.61 Insurance coverage during leave
A. The College shall continue all insurance programs during the period when a faculty member is on leave with pay.
B. The faculty member 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 College shall assist the faculty member in maintaining insurance coverage while on leave by providing all available information and forms.

5.62 Associate faculty insurance benefits
A. Associate faculty who are assigned fifty percent (50%) or more of the normal work load are eligible for full College contributions and deductions as outlined in Article 5.60 beginning with the second consecutive quarter of such employment.
B. Employment at other state institutions of higher education shall be used to calculate the fifty percent (50%) in accordance with PEBB rules.
C. Associate faculty assigned less than fifty percent (50%) of the normal work load may participate at their own expense in the College’s insurance and health programs pursuant to rules and regulations of the PEBB.
D. Payments for self-pay must be made directly to the PEBB.

5.70 Unemployment compensation
A. The College shall continue to provide unemployment compensation coverage and Washington State Industrial Accident Insurance for every full-time and part-time faculty as required by statute.
B. For purposes of reporting hours to State Employment Services for full-time faculty, the College shall report the number of weeks worked times 40.
C. For purposes of reporting hours to State Employment Services for part-time faculty, the College shall report the number of weeks worked times the percentage of full-time load times 30.

5.80 Liability coverage
Liability coverage shall be provided in accordance with applicable state rules and regulations.

5.90 In the case of disability or death
In the event of the employee's disablement or death, the College shall meet promptly with the employee or his/her beneficiaries to review the employee's insurance program and benefits and options.

5.100 Retirement
A. The College agrees to make contributions to retirement plans for eligible faculty consistent with applicable state laws and regulations. Information on such plans shall be provided to individual faculty on request.
B. Consistent with applicable state rules and regulations, the College shall make payroll deductions for those employees who elect to participate in privately selected retirement and annuity programs, including programs involving tax shelter provisions.
C. The College shall provide information on all retirement programs to employees at the time of hiring and of any substantial modifications announced by appropriate regulatory agencies.
ARTICLE 6: LEAVE BENEFITS

6.10 Leave
A. Full-time faculty employed on an annual contract shall be eligible for all leaves listed in Article 6.
B. Faculty employed either full-time or part-time, but without an annual contract, shall be eligible for certain leaves as described below.
C. Accumulated eligibility for leaves shall be transferable from other educational institutions to the extent provided by law.
D. All leaves described herein, except those described under 6.30 and 6.100, require approval from the appropriate administrator.
E. The appropriate administrator shall respond to leave requests in a timely manner.
F. Except as noted in Article 6.30 A-C, all leaves covered in Articles 6.20, 6.30, 6.40, and 6.50 shall first be deductible from accumulated compensable days.

6.20 Sick leave accrual
A. A full-time faculty member shall be credited with twelve (12) days of leave on the first day of the initial contract.
B. 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 illness, injury, bereavement, and emergency during Fall, Winter, and Spring Quarters.
C. Full-time faculty under contract in Summer Quarter shall be credited with one (1) day of leave each for July and August.
D. Full-time faculty not under contract in Summer Quarter shall be credited with one (1) day of non-compensable leave each for July and August.
E. 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 ninety (90) hours.
F. If a part-time employee is given a full-time contract, accumulated part-time sick leave, if any, will be converted to full-time equivalent sick leave and placed in the full-time faculty member’s non-compensable account.

6.21 Sick leave use
A. Leave shall be available in cases of illness or injury to the faculty member or the faculty member’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 Workers’ Compensation benefits.
D. For computing sick leave for full-time faculty, if the absence is less than a full day in length, the leave shall be reported in the following manner:
   1. The number of contact hours missed shall be divided by the number of contact hours scheduled for that day, and the resulting fraction shall be converted to a decimal figure carried out to two places.
   2. For faculty absent on days with no contact hours scheduled, sick leave shall be computed on the basis of an 8-hour day.
3. For purposes of this calculation, no more than one office hour per day shall be counted in the contact hours scheduled.

4. Faculty submitting leave slips for absences less than a day in length shall attach a schedule of contact hours for each partial absence.

6.22 Sick leave notice
   A. Sick leave shall be reported by the faculty member to the appropriate administrator or in the absence of the appropriate administrator, to the appropriate Vice President at the beginning of the absence, and daily thereafter unless other arrangements are made.
   B. The College shall furnish faculty the number of the 24-hour telephone available for such reporting purposes.
   C. When an absence due to reasons of health is foreseeable, a faculty member shall notify his/her appropriate administrator in writing of the beginning date and expected duration of each absence. Such notification shall be submitted within a reasonable time prior to the beginning date of such absence.
   D. A licensed health care provider’s statement may be required regarding any illness/injury leave lasting more than five consecutive days.

6.23 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.
   B. 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.

6.24 Sick leave buy-out / VEBA
   A. 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.
   B. The provisions of this subsection are contingent on the continuation of the enabling legislation.
   C. Faculty shall deposit sick leave buy-out funds received pursuant to Article 6 into a VEBA Medical Expense Plan as authorized by law, unless a request for a vote is made in accordance with the process outlined below.
   D. Request for vote.
      1. Any Faculty member who has accrued leave and intends to retire may submit a written request to the Federation President on or before December 1 requesting a vote of eligible Faculty intending to retire in the next calendar year in order to determine if a majority would prefer to “opt out” of the VEBA Medical Expense Plan for that year.
      2. The Federation shall conduct a vote of eligible Faculty intending to retire that year to determine if there is a majority desire to contribute to VEBA.
3. Such vote will be binding on all eligible Faculty who retire after the date of the vote, from January 1 until December 31 of that year.
4. The Federation shall communicate the results of the vote to the Human Resources office within one week of the vote.

6.30 Bereavement leave
A. Up to five days of bereavement leave shall be granted for each death in the faculty member's immediate family or household.
B. Leave granted under this paragraph shall not be deducted from the faculty member's sick leave account.
C. Notification must be provided to the appropriate administrator.
D. With the approval of the appropriate administrator an additional 10 days of bereavement leave shall be granted for each death in the faculty member's family or household.
E. This leave will be deducted from the faculty member's leave balances.

6.40 Emergency leave
Leave with pay for other emergencies may be granted with the approval of the appropriate administrator.

6.50 Parental / elder care leave
A. Up to ten (10) days of paid leave for the purpose of bonding with the new child or care of an elder member of the faculty member’s immediate family or household is available to any full-time faculty member.
B. Parental leave is available to both birth and adoptive parents.

6.60 Shared leave
A. Faculty members are eligible to participate in the College leave sharing program as provided for in state statute and College procedures.
B. Individuals requesting shared leave shall submit their requests to the HR Benefits Consultant.

6.70 Worker’s compensation
The College agrees to maintain maximum allowable coverage of on-duty accidents under Workers’ Compensation Legislation for both full-time and part-time faculty.

6.80 Jury duty
A. All faculty shall be granted paid leave to serve as witnesses at trials or as jurors, provided they are not plaintiff, defendant, or subject of the investigation.
B. In such a case, any net compensation received shall be deducted from the faculty member’s salary so that there is neither financial gain nor loss to the faculty member.

6.90 Military leave
Faculty shall be entitled to a maximum of twenty-one (21) calendar days of annual leave for active duty in the National Guard, Air National Guard, or military reserve forces of the United States.
6.100 Personal leave
A. This leave is intended to be used for reasons of a personal nature. Reasonable attempts to arrange coverage shall be expected.
B. Full-time faculty under annual contract shall receive three (3) personal leave days per instructional year commencing the first day of his/her contract.
C. Associate faculty who work one-third or more of the annual band (see Article 17) in a quarter shall receive one (1) personal leave day commencing the first day of the individual contract.
D. Personal leave days are non-accumulative and must be used in the year accrued.
E. No more than one (1) personal leave day can be used in a quarter unless such leave is expressly approved by the appropriate administrator.
F. Full-time faculty who work Summer Quarter on a part-time contract shall receive one (1) personal leave day for use in that quarter.

6.110 Family Medical Leave Act (FMLA)
The benefits of Family Medical Leave are detailed in College policy, state and federal law and this article of this collective bargaining agreement. FMLA ensures that, during leave, the employee maintains insurance coverage. If a faculty member is absent for serious personal or family illness, welcoming a new child into the household (birth, adoption, foster child) military leave, or for a situation of domestic violence, the faculty member should contact the Human Resources office as soon as possible to discuss FMLA benefits.

A. This section covering Family Medical Leave is derived from the maximum benefits allowed per Federal law, Washington State law, and AFT/College contracts as of March 2000. As provided for in 29 USC 28.2612 and as detailed below, full-time faculty are entitled to twelve work weeks of unpaid family medical leave during a twelve month, rolling year, period to:
   1. Care for a newborn child or a newly placed adopted or foster child of the faculty member; OR,
   2. Care for the faculty member's own serious health condition; OR,
   3. Care for the faculty member's immediate family or household member in the event of their serious health condition.
B. Leaves which meet the above criteria may either be employee-requested or College-designated as Family Medical Leave.
C. Family leave may be taken on a reduced work schedule, subject to the approval of the College; or taken intermittently following mutual agreement between the Employee and the College.
D. Family leave taken in accordance with Article 6.110 is in addition to (a) parental leave and sick leave taken in accordance with Article 6.20 and 6.50 of this agreement, and (b) any leave taken for sickness or temporary disability directly related to pregnancy or childbirth.
E. While on a leave granted in accordance with Article 6.110 above a faculty member shall have the choice of having their College-paid health insurance benefits continued.
   1. During the leave, the faculty member shall be responsible only for the employee-paid portion of any continued insurance benefits. The employee-paid portion may be paid as follows:
   2. The faculty member may choose to use eight hours or more of accrued paid leave per month in order to continue payroll insurance deductions,
as provided for by the Washington State Public Employee’s Benefits Board (PEBB); OR,
3. The faculty member may pre-pay, to the Payroll Office, the amount due for the employee-paid portion of insurance benefits for the length of the leave.

F. In the event of the repeal or revision of 29 USC 28.2612, and/or RCW 49.78, either side may reopen this section for negotiation.

6.120 Leave without pay
A. In addition to leaves with pay, a full-time faculty member may be granted leave without pay. Reasons for a leave without pay include, but are not limited to:
1. temporary disability;
2. professional opportunities, such as study, research, teaching, travel, or work experience;
3. civic opportunities, such as government service, political office, or military service;
4. extended family care;
5. participation in a leadership role in a professional or labor organization; or
6. exchange leave

6.121 Applying for leave without pay
A. Applications should be presented as early as possible; for a leave of one year's duration, the application should be received no later than April 15.
B. Requests for extension of approved leave and/or notification to return from approved leave shall be received no later than February 15.
C. Applications for shorter leaves should normally be presented at least two (2) months before the desired starting date.

6.122 Approval for leave without pay
All such leaves require the approval of the Board of Trustees or its designee.

6.130 Return to work after paid leave
A. During his/her leave, the faculty member shall continue to accrue benefits and privileges (e.g., seniority, pension rights, sick leave eligibility) as if he/she had remained on active duty.
B. The College shall also keep in force the faculty member’s insurance plans.
C. Excluding leaves granted under Article 12.57 (A)(1) the College agrees to reinstate the faculty member in his/her former position at the end of the leave.
D. Any salary entitlements he/she would have earned on active status shall accrue to the faculty member.

6.140 Return to work after leave without pay
A. Benefits accrued prior to a leave of absence shall be retained by the faculty member.
B. A faculty member 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.
C. Faculty shall accrue seniority while on leave without pay consistent with Articles 5.30 C. and 10.
D. The individual is guaranteed first opportunity for his/her position upon his/her return.
**ARTICLE 7: SENIOR ASSOCIATE FACULTY**

Senior associate status shall be available for Associate faculty members who have demonstrated successful teaching over a nine quarter review process as described below. The College shall provide Senior Associates the benefits described below.

### 7.10 Notification of eligibility

The Human Resources office shall notify each new Associate faculty member, upon hire, of the option and the process to become a Senior Associate.

### 7.20 Eligibility review process

A Senior Associate candidate (“the candidate”) shall build a portfolio demonstrating successful academic performance over nine quarters as described below.

#### 7.21 Beginning Activities

The candidate shall:

A. notify the Human Resources office via email at hr@everettcc.edu of intent to begin the review process. In response, the Human Resources office shall provide process information and a checklist of requirements.

B. prepare a professional development plan and discuss it with the candidate’s dean.

C. choose a mentor from the list of available faculty mentors.

D. begin a portfolio to maintain evaluations, observations, self reflections and other data relevant to successful completion of academic duties as noted below and required in this process.

#### 7.22 Quarterly Activities

Each quarter, excluding summer quarter, the candidate shall:

A. maintain a minimum .333 load as Associate Faculty at EvCC for nine quarters.

B. include in the portfolio student evaluations for each class, to be scheduled by the dean.

C. continue consultation with a faculty mentor.

D. earn at least satisfactory student evaluations for each class, for each quarter, for nine quarters. Summer is excluded.

E. arrange a class observation by the candidate’s dean or dean-designee, scheduled at a time mutually agreeable with the observer and the candidate, and ensuring at least one observation annually for each mode of instruction. The candidate’s dean shall conduct at least one observation annually.

F. prepare a written self-reflection based on the most recent student evaluations, class observations, progress on the professional development plan, and discussions/meetings with the candidate’s mentor.

#### 7.23 Annual Activities

During the third and sixth quarters of the eligibility review process

A. the candidate shall meet with the candidate’s dean to review and update the candidate’s professional development plan and to share the candidate’s portfolio.
B. the dean shall provide feedback, including notice of unsatisfactory performance, as appropriate.
C. the dean shall provide coaching and resources to improve performance as needed.

### 7.24 Completion Activities
During the last month of the ninth quarter of the eligibility review process
A. the candidate shall submit the candidate’s portfolio to the dean.
B. the dean and department head shall review the portfolio. The dean shall award senior associate status, decline senior associate status, or recommend additional work. Notification will be in writing to the Senior Associate candidate, the Human Resources office and the appropriate vice president.

### 7.30 Appeals
A. If the dean does not award senior associate status, the Senior Associate candidate shall have three options:
   1. Repeat quarterly activities to improve performance over the course of the next three quarters, excluding summer, and then present updated materials to the dean and the department chair for reconsideration.
   OR
   2. End Senior Associate process and continue employment as associate faculty.
   OR
   3. Appeal decision to the appropriate vice president.
B. Decisions relating to the awarding or withholding of senior associate status shall not be subject to the grievance procedure of this agreement.
C. The candidate should contact the AFT representative in the case of difficulty with the award process. The AFT representative will arrange a meeting with the chief academic officer to discuss the situation.

### 7.40 Procedures for Existing Senior Associates
A. Faculty who are Senior Associates as of July 1, 2013, shall retain that status for one year.
B. To continue as Senior Associates beyond July 1, 2014, they shall have completed one year (3 quarters) of the above eligibility process.

### 7.50 Procedures for in process Senior Associate Candidates
Associate Faculty who are in process to become Senior Associates as of July 1, 2013, and who have completed 3 quarters of the previous process for eligibility, shall complete an additional 6 quarters of the eligibility process that begins July 1, 2013.

### 7.60 Annual Contract
A. The College shall provide Senior Associates an annual contract, which shall cover fall, winter, and spring quarters.
B. Senior Associate status is not a guarantee of continued employment beyond the annual contact.
### 7.61 Course Assignments

A. The dean shall offer a minimum .666 load of preferred course assignments to Senior Associates during fall, winter, and spring quarters, and the Senior Associates shall have the right of first refusal before those same courses are offered to associate faculty.

B. Based on course availability, the dean shall offer preferred course assignments to Senior Associates during summer quarter, and the Senior Associates shall have the right of first refusal before those same courses are offered to associate faculty.

C. If a .666 load of courses is not available for a Senior Associate during fall, winter, or spring quarters, the dean shall assign other mutually agreeable courses or academic work to meet the .666 load. The .666 minimum does not apply to summer assignments.

### 7.62 Pay

Senior Associates shall be paid at the Senior Associate rate in Appendix B for up to 1.0 load per quarter. Senior Associates shall be paid at the associate faculty rate for loads above 1.0 and for summer quarter assignments.

### 7.70 Senior associate responsibilities

Senior Associates shall:

A. perform all Academic responsibilities of Associate Faculty listed in Article 14.21.

B. perform on-going evaluation and reflection in the same manner as tenured faculty.

C. provide input into department, division, and college matters: participate in the Senior Associate’s choice of department and division meetings, opening week activities and June graduation.

D. read and respond to college communications (phone, email, etc.) in a timely manner.

E. post and hold one office hour (virtually or in person) per week for each .333 load.

### 7.80 End of Senior Associate status

Senior Associate status shall end

A. upon failure by the Senior Associate to accept employment as a Senior Associate faculty member at the College for four consecutive quarters, excluding summer, unless employed as Full Time Temporary Faculty member at the college; or

B. by the Senior Associate’s voluntary relinquishment of such status.
ARTICLE 8: TENURE

8.10 Authority to grant tenure
A. The Federation agrees that the authority to grant or deny tenure is vested with the College subject to Article 8.
B. 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 faculty shall not be subject to the grievance procedure of this Agreement.

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

8.30 Definitions
As used in this Article, the following terms and definitions shall mean the following:
A. “Appointing Authority” shall mean the Board of Trustees of Everett Community College.
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, 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 or administrators to the extent that such department heads, 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 Academic 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. “College President” shall mean the College President of Everett Community College.
I. “Appointment Review Committee” (ARC) 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 assignment to a full load during each regular academic year.
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.

8.40 Appointment Review Committees (ARC) - Membership
A. Each probationer shall have a five-member Appointment Review Committee assigned to him or her within thirty (30) working days of hire.
B. 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.
C. By the seventh working day of the probationer’s employment, the appropriate administrator in the probationer’s division shall submit to the College President or designee two nominees and one alternate chosen by the tenured faculty in the division to serve on the Appointment Review Committee. Division nominees and alternate must be tenured faculty.
D. By the fourteenth working day of the probationer’s employment, the probationer shall submit to the College President or designee a list of two, one or no nominees to serve on the Appointment Review Committee. Probationer nominees must be tenured faculty other than the division nominees and alternate.
   1. If the probationer submits two nominees, the division alternate does not appear on the ballot.
   2. If the probationer submits one nominee, the division alternate becomes the other probationer nominee.
   3. If the probationer submits no nominees, the ballot shall call for two votes from among the three division selections—the two nominees and the alternate.
E. Before it conducts the election, the Federation shall submit to the College President or designee a list of two nominees to serve on the Appointment Review Committee. Federation nominees must be tenured faculty other than division and probationer nominees.
F. The College President or designee shall forward Division and probationer nominees to the Federation by the eighteenth working day of the probationer’s employment.
G. The Federation shall conduct the election by the twenty-ninth working day of the probationer’s employment.
   1. Only tenured faculty shall be eligible to vote.
   2. The Federation may opt to hold the election in two phases:
      a. Phase I would consist of division and probationer nominees.
      b. Phase II would consist of Federation nominees.
H. The Federation shall submit the results of the election to the College President or designee by the thirtieth working day of the probationer’s employment.
I. The administrative representative on the committee shall be appointed by the College President or his/her designee.
J. 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.
K. If a vacancy occurs upon any Appointment Review Committee, the procedures outlined above shall be repeated as applicable.
L. Insofar as possible, at least one member of the committee should be in the probationer’s academic discipline or field of specialization.

8.50 **ARC 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 plans to improve their performance. The evaluation process shall place primary importance upon the probationer’s effectiveness in the appointment.

8.51 **ARC annual recommendation**

A. The Appointment Review Committee and the College President shall be responsible for making a joint recommendation, in accordance with the procedures in 8.52, 8.53, 8.54, and 8.55, as to whether the probationer shall be granted tenure, be given an additional probationary year, be terminated by the non-renewal of his/her probationary status, or extend the probationary period for one, two, or three quarters beyond the maximum probationary period as provided in RCW 28B.50.852.

B. This recommendation shall consist of one report from all the committee members and the College President.

C. In addition, each year the Appointment Review Committee and the College President, after reviewing the probationer’s complete tenure portfolio, shall meet, deliberate, and prepare a joint recommendation, in writing, to the Board of Trustees regarding the probationer’s future status with the College. The recommendation shall be to renew or non-renew the probationer’s contract, to grant tenure to the probationer, or to extend the probationary period for one, two, or three quarters beyond the maximum probationary period as provided in RCW 28B.50.852.

The Appointment Review Committee and the College President shall strive to achieve a consensus recommendation. If consensus is not achieved, then a majority recommendation and a minority recommendation, with supporting explanations and details, shall be prepared. The Appointment Review Committee and the College President must submit their joint recommendation to the probationer, the College President, and the appointing authority by the following dates:

A. Thirty days before the third regularly scheduled Board of Trustees meeting of the probationer’s second consecutive probationary quarter.

B. Thirty days before the third regularly scheduled Board of Trustees meeting of the probationer’s fifth consecutive probationary quarter.

C. Thirty days before the third regularly scheduled Board of Trustees meeting of the probationer’s eighth consecutive probationary quarter.

8.52 **ARC meetings**

A. The College President or designee shall call the first meeting of an Appointment Review Committee within the first forty (40) working days of hire.

B. A chairperson shall be elected by the committee at its first meeting.

C. The committee shall schedule all meetings for each quarter.

D. All meetings of an Appointment Review Committee, after the first, shall take place upon the call of the Chairperson.
E. The Appointment Review Committee may meet with or without the probationer.
F. 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 and apart from the probationer at least once per quarter.
G. The College shall forward quarterly summaries of committee activities to the Federation President.

8.53 ARC evaluative process
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 and with the probationer’s immediate administrative supervisor, the procedures it shall follow in evaluating the performance and professional competence of the probationer assigned thereto.

B. Criteria used in the evaluation shall be limited to the appropriate faculty position responsibilities as set forth in Article 14, and shall focus on improving the probationer’s effectiveness in his/her appointment. Evaluation shall be based partly on first-hand observations of the probationer’s performance in the position.

1. The evaluation process shall also include a self-evaluation by the probationer,
2. an evaluation by discipline peer group (a discipline peer is a tenured faculty in the same academic discipline as the probationer),
3. an evaluation by the probationer’s students (including student comments),
4. and an evaluation by the probationer’s immediate administrator.

C. The probationer shall develop a tenure portfolio that includes the following documents:

1. An annual self-evaluation in which the probationer discusses his/her progress during that year with respect to each of the criteria developed by the Appointment Review Committee pursuant to Article 8.53 B.;
2. Summary reports of quarterly evaluations by the probationer’s students and a quarterly self-reflection by the probationer responding to those evaluations;
3. Evaluations and classroom observations by Appointment Review Committee members or discipline peers;
4. An annual evaluation by the probationer’s immediate administrator;
5. Quarterly reports by the Appointment Review Committee required by Article 8.55;
6. An updated resume; and
7. Other documents that provide evidence of the probationer’s contributions to his/her department or program, or to the college.
8. The probationer will initial each of those documents to indicate his/her permission to include the document in the portfolio.

D. The Appointment Review Committee shall submit tenure portfolio documents as part of the quarterly reports required by Article 8.55. The College shall retain the complete tenure portfolio as one section of the probationer’s personnel file.
E. Each quarter, the College shall provide a copy of each probationer’s quarterly report and complete tenure portfolio to the Vice President of Instruction, who will review those materials to ensure that all required documents are included and that the tenure process is being properly followed.

F. Prior to the meetings between the Appointment Review Committees and the College President required by Article 8.51, the College shall provide a copy of each probationer’s complete tenure portfolio to both the committees and to the College President.

G. All evaluative judgments shall be written in narrative report form and should be as candid and specific as possible.

H. The procedures and materials found in Appendix E have been specifically developed for application in the Appointment Review Process.

I. Modification to Appendix E may be made by the Contract Administration Committee.

8.54 ARC recommendations for improvement
When areas needing improvement in the performance of a probationer have been noted by an Appointment Review Committee, the following steps should be taken by the committee:

A. As soon as the areas needing improvement are recognized, the committee shall commit the areas needing improvement to writing and discuss them with the probationer at a conference.

B. The Appointment Review Committee shall develop with the probationer a written program to improve in the areas needing improvement.

C. Frequent conferences shall follow step B to provide for follow-up evaluations as well as program revisions to help the probationer improve.

8.55 ARC communication with probationer
A. Each Appointment Review Committee, as a result of its ongoing evaluation of the probationer, shall quarterly advise the probationer, in writing, of the progress during the probationary period and receive the probationer’s written acknowledgment thereof.

B. The committee must provide this written progress report to the probationer, the College President, and the appointing authority within twenty (20) working days after the probationer’s first quarter of hire and at the end of each subsequent quarter outlining the probationer’s strengths and areas needing improvement.

C. This report shall also include a list of steps that can be taken by the probationer to improve any areas needing improvement.

8.56 ARC records
A. Appointment review records include all reports filed by the Appointment Review Committee and the files of the Appointment Review Committee. At the completion of the appointment review process, the chair of the committee shall forward to the Human Resources office all committee files. Duplicate documents should be purged from committee files at this point.

B. It is recognized that the reports from Appointment Review Committees as required by RCW 28B.50.856 and Article 8 of this negotiated Agreement are:

1. Part of the personnel file of the faculty member under review, and
2. Legal documents required by law/code to be kept on file for six (6) calendar years after the completion of the Appointment Review Process, at which time the reports shall be returned to the employee.

C. The fact that these reports may be stored separate from a faculty member’s personnel file is deemed consistent with the negotiated Agreement, provided that the following conditions prevail:
   1. The faculty member shall have the same access to his/her appointment review reports that he/she has to his/her personnel file and the same protections as enumerated in Article 9.130;
   2. A printed memorandum shall be inserted into the personnel file of the faculty member noting the existence and location of his/her appointment review reports;
   3. A record sheet shall be inserted into appointment review reports located separately from the personnel file to note the use of the report by administrators and others who have legal or contractual access to the reports.

D. As per RCW 40.14, official public records shall not be destroyed unless the records are six or more years old. Therefore, appointment review records shall be retained for six years.

E. Public Records. As defined by RCW 40.14, the term “records” shall include any paper, correspondence, completed form, bound record book, photograph, film, sound recording, map drawing, “machine readable records,” or other document, regardless of physical form or characteristics, and including such copies thereof, that have been made by or received by any agency of the State of Washington in connection with the transaction of public business.

F. After the six years have expired, the Human Resources office shall notify the faculty member that the records will be purged and offer the faculty member the opportunity to dispose of Appointment Review Committee records himself/herself.
   1. The chair of the Appointment Review Committee shall receive a copy of the notification as well.
   2. The Human Resources office shall place a note in the personnel file of the faculty member noting the disposition of the appointment review records.

8.60 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 disagreements occur between the probationer and his/her Appointment Review Committee and the probationer is unable to resolve the situation with the committee and chair, the probationer is encouraged to seek assistance in resolving the disagreement with the College contract administrator and/or the Federation President.
F. A probationer shall be formally notified of non-renewal by the end of the second, fifth or eighth consecutive quarters of the probationer's probationary period, or any extension of that probationary period.

G. The College shall make every reasonable attempt to limit a probationer's assignment to a workload of 1.000 and no more than three class preparations.

H. In accordance with RCW 28B.10.648, a probationer may request a statement from the College President of the reasons of participating administrators for an unfavorable recommendation regarding continuation of probationary status or denial of tenure.

I. In accordance with RCW 28B.50.864, a probationer whose contract is not renewed, or who is denied tenure, has the right to appeal the decision of the Board pursuant to RCW 34.05, Part V.

8.70 Authority of the Board of Trustees

A. The appointing authority shall provide for the award of faculty tenure following a probationary period not to exceed nine (9) consecutive quarters, excluding Summer Quarters and approved leaves of absence.

1. Provided, the appointing authority may award or withhold tenure at any time, after it has given reasonable consideration to the joint recommendations of the appropriate review committee and the College President.

2. 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 probationer's eighth probationary quarter.

3. The probationary period may extend in accordance with RCW 28B.50.852.

8.80 Regular academic year

The regular academic 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.

8.90 Revisions to the appointment review process.

Both parties to this Agreement acknowledge the importance of the appointment review process, and recognize that modifications to the process may, from time to time, be appropriate. To this end, either party may file a written request to reopen Article 8 and Appendix E of this agreement after July 1, 1991, for the purpose of negotiating modifications to these sections.
ARTICLE 9: FACULTY RIGHTS

9.10 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.

9.11 Enumerated academic freedoms
Fully aware of their obligations under the laws of the land and under contracts and duly-negotiated Agreements with the College, faculty are guaranteed the following freedoms:

A. Faculty are free to exercise all their constitutional rights without institutional censorship, discipline, or other interference.
B. As scholars and specialists, faculty are free to conduct research and to publish its results.
C. As professionals in their respective disciplines, faculty are free to select the content and methods through which to discharge their responsibilities as instructors, counselors, and librarians/media specialists.
D. 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 College.
E. As student advisors, counselors, and confidants, faculty 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.
F. This enumeration shall not be construed to deny or to disparage other rights and freedoms retained by faculty.

9.12 Intellectual property rights

A. The ownership of any materials, processes, or inventions developed solely by a faculty member’s individual effort and expense shall vest in the faculty member and be copyrighted or patented, if at all, in his/her 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 the name of the College.
C. 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.

9.20 College facilities
Consistent with fiscal and budgetary limitations:

A. The College shall provide each full-time faculty member with adequate and secure office space, furniture, and files.
B. The College shall provide maintenance of these office facilities.
C. The College shall provide building and classroom maintenance to insure faculty members, students, and guests a safe and healthy environment.
D. The College shall furnish all equipment and supplies and maintain and repair equipment necessary to teach each class and shall provide or assure the provision of staff service support from 7:15 a.m. to 8:30 p.m. throughout the time the College is open for classes.
E. The College shall provide each faculty member with designated on-campus parking at the same rate charged to students.
   1. Only staff members may park in designated staff parking.
   2. The College shall enforce campus parking regulations.
F. The College shall provide associate faculty appropriate consultation and work space in a manner mutually agreed to by the Contract Administration Committee.
G. Each faculty member shall be able to use his/her office space at any time of the day or week. Upon request, the College shall provide each faculty member with keys to facilities necessary for conducting and fulfilling his/her professional duties.
H. The faculty of the College shall have faculty lounges to be provided at the expense of the College. There shall be one such lounge conveniently located near food service.

9.30 Safety
A. The Federation and College shall cooperate in the endeavor to maintain safe and healthful working conditions, and encourage employees to work in a safe manner.
B. The Federation and College 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.
C. Any employee who is given a work assignment which he/she has reason to believe may be detrimental to the employee’s safety or health shall immediately notify the appropriate administrator, Federation, and campus safety officer.
D. 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.
E. The College shall provide security for faculty required to handle financial transactions outside of normal business hours.

9.40 Smoking
The parties agree that the issue of smoking is of a mutual concern. Individuals who are affected by tobacco smoke shall be protected from contact with such smoke. Reasonable protection from smoke shall be provided by the College for individuals desiring such protection. The Federation reserves the right to bargain over the development and implementation of any tobacco use policy. The Federation has approved the College’s Tobacco use Policy (EvCC3190) as revised on July 17, 2012.

9.50 Cameras on Campus
The College will use security cameras to enhance the safety and security of students, employees and patrons on campus. The College’s responsibility to
provide a safe environment is considered along with the individual's right to privacy.

A. Cameras will be installed on the exterior of buildings.
B. Cameras will be installed as per the mapped plan. If more than 15 cameras are installed, EvCC will provide each union with notice of installation.
C. At the Lake Tye building/Monroe location, any interior camera will be installed in a public hallway exterior to EvCC's classroom and office space.
D. EVCC will post signs across campus to provide notification of security camera use. Signs will include the title and phone number of a contact person to answer questions.
E. EVCC will mask interiors of campus buildings to eliminate such areas from being recorded.
F. Recordings will be stored in a secure location and will be retained no more than 30 days, at which time they will be securely destroyed, unless the recording is held as part of an ongoing investigation, response to legal inquiry or pending litigation.
G. Security personnel will be trained in privacy issues related to use of security cameras.
H. Trained security personnel may view security camera recordings in the daily course of business.
I. Recordings may be viewed by the Designated Student Conduct Officer and/or the Vice President of Administrative services or their designees as part of an official investigation or possible violation of law.
J. Any investigations will be conducted in conjunction with the appropriate collective bargaining agreement and/or student handbook investigation procedures, which include particular notice obligations.
K. If recordings will be used as part of a just cause investigation, the applicable union will have the opportunity to view the recording for representation purposes for its union members.
L. All recordings are confidential and will not generally be made available for third parties unless required by law. Exceptions include cooperative efforts with law enforcement and union representation.

9.60 Safety Rules
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. The College shall make a reasonable attempt to expedite faculty requests to repair College equipment so that it is usable and meets necessary safety inspections.

9.70 Safety equipment
A. The College agrees to pay the difference in price between regular and safety lenses up to a maximum of $50 per year for each full-time faculty member in aviation, chemistry, physics, and welding.
B. The College shall provide three (3) sets of welding leathers owned by the College for use by full-time faculty.
9.80 College policy notification
All faculty shall be provided access to the most current College Policy and Procedures Manual in the following ways:

A. A current copy of the Policy and Procedures Manual shall be published electronically on the College’s computer network.
B. The address where the manual can be located will be e-mailed to all faculty at the beginning of each Fall Quarter, and also noted on all individual associate faculty contracts.
C. All faculty with access to the College’s e-mail system and the Federation president shall be notified by e-mail within ten (10) working days of any policy or procedure changes.

9.90 Use of personal vehicles
Faculty who are required by the College 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.

9.100 Non-discrimination
The College 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 faculty member 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, lifestyle, or handicap status.

9.110 Tuition waivers
Contingent upon and consistent with enabling legislation, the College shall allow and provide for authorized tuition and fee waivers for members of the bargaining unit and their immediate families. As of September 1, 2013, no enabling legislation exists.

9.120 Personnel files
The College shall retain only one personnel file for each faculty member consisting of four components, as follows:

A. Assessment, containing performance assessment and coaching documentation (per Article 18.70), to be maintained in the Human Resources Office; provided that all coaching documentation related to any particular incident will be moved to the Human Resources employment file, should informal discipline per Article 18.80 be initiated.
   1. Working copies (the working file) of assessment documents, including documentation related to Articles 18.60 and 18.70, may be located in the office of the appropriate administrator.
B. Payroll, containing payroll records, to be maintained in the Human Resources office.
C. Employment, containing other employment related documentation, including documentation as specified in Articles 18.80 through 18.100, to be maintained in the Human Resources office.
D. Appointment Review Reports working files consistent with Article 8.56 for probationary faculty.
E. Nothing in this section shall prohibit the Human Resources office from keeping documents pertaining to the investigation of a complaint against faculty in a separate complaint investigation file.
   1. If disciplinary action is subsequently initiated, all documents pertaining to the complaint shall be moved to the employment file (Article 9.120 C.).
   2. All complaint investigation files shall otherwise be maintained per the Washington Community College Records Management Program.
F. No anonymous material shall be placed in any personnel files.
G. Except as otherwise required by law, copies of material in the personnel file shall be confidential.
H. A faculty member shall have the right to answer in writing any complaints in his/her personnel file and attach such answer(s) to the complaint(s).
I. He/she shall also have the right to attach any other relevant supporting statement(s) and shall have the right to add other material about his/her performance.
J. The faculty member shall 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.
   1. Material which may adversely affect any faculty member 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.
   2. His/her signature shall not imply agreement with the statements contained in the material.
K. Each faculty member shall have the right to review the entire contents of his/her personnel file.
   1. A Federation representative or the faculty member’s attorney may accompany such employee upon his/her request to review his/her personnel file.
   2. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the faculty member involved or the faculty member’s designee.
   3. Photocopying charges shall be borne by the requesting faculty member.
L. Use of an individual personnel file for administrative purposes shall be noted and inserted into the file with a copy sent to the faculty member. However, use of an individual personnel file by Human Resources office personnel for routine data collection and verification need not be noted in the file.

9.130 Right to representation
Faculty shall have the right, upon request, to representation in any disciplinary proceeding or grievance meeting, including investigatory interviews with the employee. An administrator conducting such a meeting shall advise the faculty member of the purpose of the meeting.

9.140 Participation on Instructional Council
Academic representation on the Instructional Council shall consist of one tenured faculty member from each of the instructional divisions and one each from Counseling and the Library, elected by a majority of the full-time faculty of the division. Elections shall be conducted by the appropriate administrator or designee. Elected
representatives shall serve two year terms. In addition to the elected representatives, the Federation shall appoint a representative to the Instructional Council.
ARTICLE 10: SENIORITY

There shall be two seniority lists for full-time faculty: List R for reduction in force and all other uses of seniority except for the salary schedule, and List S for the salary schedule.

10.10 List R

A. For placement on List R, all probationary and tenured faculty of the College fall into one of the following four categories:
   1. Those employed on January 1, 1999, and whose first date of continuous full-time service is before January 1, 1999, per the beginning date on the individual faculty member contract. Seniority for these employees shall be determined by the method in 10.10 B.
   2. Those whose first date of continuous probationary employment as faculty is after January 1, 1999, per the beginning date on the individual faculty member contract. Seniority for these employees shall be determined by that beginning date on that first individual contract.
   3. Those who, after having voluntarily resigned their probationary or tenured status, are rehired as probationary or tenured faculty after January 1, 1999, per the beginning date on the first individual faculty contract of the most recent, continuous probationary or tenured employment. Seniority for these employees shall be determined by the beginning date on the first individual faculty contract of the most recent, continuous probationary or tenured employment.
   4. Those rehired after their employment had been involuntarily terminated under reduction-in-force conditions per Article 11. Seniority for these employees shall be reinstated at the previous level plus those years of termination. Accrual of seniority shall then continue from the date of rehire.

B. Seniority on List R for employees in category 1 of 10.10 A shall be determined by establishing the date of the signing of the first full-time contract for continuous full-time professional services for Everett Community College and continuous professional services for the Everett School College prior to July 1967.
   1. Continuous service shall include leaves of absence, professional leaves, and periods of layoff.
   2. The longest terms of employment as thus established shall be considered the highest level of seniority.
   3. 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.

C. If two or more employees in categories 2 and 3 of 10.10 A have the same beginning date of employment, the seniority between or among them shall be determined using the following process.
   1. Within ten contract days after that beginning date of employment, the president of the Federation, or designee, and the Chief Human Resources
Office, or designee, shall meet and using a mutually agreed-to method shall randomly assign a number to each employee.

2. The highest number shall be the highest in seniority with other positions in seniority determined in descending numerical order to the lowest number, which shall determine the lowest position in seniority.

3. The Human Resources office shall notify the affected employees in writing of the results of this process within five contract days.

D. Full-time temporary and part-time contracts shall not count towards seniority on List R.

**10.20 Leaving employment**

When an employee leaves the bargaining unit to accept a position with the College for which the Federation is not the bargaining agent, seniority on List R shall cease to accrue. If such employee later returns to the bargaining unit, all previous seniority shall be reinstated and seniority shall again accrue. For seniority on List S, see 10.30 and 5.20 D.

**10.30 List S**

Seniority for placement on List S shall be determined by years of full-time service to the College under the following conditions:

A. Full-time service shall include probationary, tenured and temporary faculty contracts.

B. Service need not be continuous.

C. Non-faculty service before the first year of faculty service shall not count.

D. Years of non-faculty service described in 10.20 shall count.

E. When two or more employees have the same number of years of service, the seniority between or among them shall be determined by their seniority with respect to each other on List R.

**10.40 Timelines**

By November 1 of each year the Human Resources office shall distribute to all probationary and tenured employees the current versions of seniority lists R and S.
ARTICLE 11: RIF

Reduction-in-force shall be handled in accordance with Article 19, Dismissal. The College reserves the right to adopt policies and procedures regarding such matters which are consistent with Article 19, Dismissal, and applicable statutes.

11.10 Reduction in force of full time faculty

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

11.20 Meeting with President

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 lay-off 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

11.30 Initiation of Dismissal Proceedings

Reduction-in-force shall be handled in accordance with Article 19, Dismissal.

11.40 Publication of lists

The College shall annually circulate to all full-time faculty a copy of the College’s lay-off units by November 1.
ARTICLE 12: PROFESSIONAL DEVELOPMENT

12.10 Professional organizations
A. The College encourages attendance by faculty at state, regional, and national meetings of their professional organizations, or at meetings involving their academic or occupational specialties.
B. These meetings include, but are not limited to, the following: conferences, seminars, workshops, in-service training, trade fairs, conventions, exhibitions, accreditation evaluations, adjudications, lectures, cultural events, and short courses.

12.20 Professional meetings
A. Consistent with financial constraints and normal budgetary procedures, the College shall support faculty attendance at professional meetings both in and out of state.
B. 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.

12.30 Visiting other colleges
A. Expense-paid leaves may be granted faculty 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 Everett Community College students.
B. Such leaves require the prior approval of the College President or designee.

12.40 Exceptional Faculty awards
A. Exceptional faculty awards are made to faculty who demonstrate exceptional, noteworthy accomplishments in carrying out their professional activities.
B. The awards granted are to enable recipients to pursue opportunities for individual professional development, promoting exceptional student outcomes, and program enhancement at Everett Community College.
C. Full-time and associate faculty who have completed at least two FTE years of academic employment for the College may apply or be nominated individually or collectively.
D. No new application on behalf of an award recipient may be submitted for three years subsequent to that award.
E. Per RCW 28B.50.843, decisions regarding the amounts of individual awards and who receives them shall not be subject to collective bargaining and shall be subject to approval of the Board of Trustees.
F. At no time shall the Exceptional Faculty Award Trust drop below the original investment amount.
G. Any funds available but not awarded in a given year shall be reinvested into the Trust.

12.41 Exceptional Faculty Award Screening Committee
A. A screening committee shall be established to perform the following duties:
1. Develop application criteria to become part of Appendix G, subject to the approval of the Contract Administration Committee.
2. Develop application forms to become part of Appendix G, subject to the approval of the Contract Administration Committee.
3. Announce and conduct the screening process.
4. Recommend award recipients and amounts to the Board of Trustees.

B. The screening committee shall consist of the following members who shall serve alternating two year appointments: four faculty elected by the faculty, and one instructional administrator appointed by the Vice President of Instruction.

C. The screening committee shall disseminate application guidelines to all faculty by January 5 and shall recommend award recipients and amounts to the Board of Trustees by April 15.

D. The Board of Trustees shall announce award recipients and amounts by May 15 of each academic year.

E. The office of the Vice President of Instruction shall provide staff support to the screening committee.

12.50 Sabbaticals - Purpose

A. The College grants sabbatical leaves to tenured faculty in order to help accomplish the College’s educational mission.
B. The purpose of a sabbatical leave shall be to improve the professional skills of the faculty member through study, research, and creative work activities could include (but not limited to) study, travel, writing, work on advanced degrees, return to industry, or any other activity (i.e. workshops, conferences, seminars) that will accomplish the goal of professional development of the faculty member or the goal of program improvement, both in ways which serve the interests of the College.

12.51 Sabbaticals – Definition

A. Sabbatical Leave: A type of professional leave designed to promote individual professional improvement and serve an interest of the College or development in existing or new content areas, methodologies, program structure, or relevant technologies.
B. Sabbatical leave activities may include work on advanced degrees or coursework related to the applicant’s academic assignment or activities including (but not limited to) study, travel and writing.
C. A full-time tenured faculty member may be considered for a maximum of three consecutive quarters, exclusive of summer quarter, in a six-year period.
D. Such leaves shall be for one, two or three quarters within an academic year.
E. Unacceptable sabbatical leave proposals shall not be ranked or recommended.

12.52 Sabbaticals-guidelines

A. The number of professional leaves shall not exceed four percent (4%) of the total number of full-time equivalent faculty.
B. Leaves shall be no more than three (3) consecutive academic quarters and no less than one (1) academic quarter.
12.53 **Sabbatical Leave Committee**

A. The College shall have a Professional Leave Committee, the purpose of which is to make recommendations to the College President regarding the granting of professional leave.

B. This committee shall be composed of four (4) faculty appointed by the Federation and one (1) administrator appointed by the College President.

C. Committee members shall serve two-year terms; terms shall be staggered to insure continuity.

D. In no case shall a member of the committee sit in judgment of his or her own application or in instances of potential conflict of interest as determined by the Contract Administration Committee.

12.54 **Sabbatical procedures**

By November 1, the Vice President of Instruction shall provide all tenured faculty, the Professional Leave Committee and appropriate administrators with a list of courses, programs, and projects that support strategic initiatives and improve the quality of instruction and/or student services.

A. The College President or designee shall call the first meeting of the Professional Leave Committee prior to November 1 each year.

B. The committee shall elect a chairperson at the first meeting.

C. All forms used by the committee shall be found in Appendix F.

D. Each year the committee shall create and distribute to all full-time faculty and the appropriate administrators a calendar of deadlines for that year’s leave application process, which calendar shall be consistent with the timelines in this section.

E. The committee shall call for written proposals from eligible faculty to be received by the first day of the second week of Winter Quarter.

F. Before evaluating and ranking the written proposals, the committee shall conduct at least one interview with each applicant.

G. The committee shall recommend acceptable leave proposals, in priority order, to the College President no later than February 1.

H. The committee shall interview each leave recipient upon return from leave, shall receive and review all leave reports, and shall recommend to the College President approval or rejection of each report.

12.55 **Exceptions**

If at any time, the College President determines that a faculty member cannot effectively be assigned because of potential program change, program reduction or program termination, the College President shall immediately advise the faculty member so affected, the Professional Leave Committee, all appropriate administrators, and the Federation President of that determination. At the same time, the College President shall provide to the faculty member so affected, the Professional Leave Committee, all appropriate administrators, and the Federation President a list of those programs or disciplines that may need additional qualified faculty. Such affected employees shall need tentative approvals from all appropriate administrators and faculty before proposing retraining in a given area on that list. The Professional Leave Committee shall, if necessary, create a special application calendar for professional leave proposal for any such employees.
12.56 Declining sabbatical award
If after the awarding of professional leave by the Board of Trustees, a leave recipient declines his/her leave, the Professional Leave Committee shall review its earlier recommendation, determine those applicants who wish their applications to remain active and then recommend that the remaining quarters of professional leave be awarded to the highest ranking of those previously recommended.

12.57 Ranking process
A. The professional leave committee shall rank all applications for sabbatical leave based on the following three criteria:
   1. Whether the faculty are available to fulfill the applicant’s duties during their requested period of absence.
   2. Whether, and to what extent, the applicant’s proposal promotes individual improvement, professional growth and/or the interest of the College. The following may be considered (but should not be determined exclusive) in determining merit under this criterion:
      a. Value of project or plan in relationship to applicant’s instructional responsibilities;
      b. Value of project or plan in relationship to goals and mission of the College;
      c. Ability of applicant to achieve goals of project or plan based on past experience and academic background;
      d. Applicant’s need for new or additional knowledge in subject field to be studied;
      e. Applicant’s need for new or additional knowledge/skills in pedagogy and/or instructional technology;
      f. Whether the proposal consists of work toward an advanced degree;
      g. Evidence of support from other organizations, institutions or foundations (or persons associated with the proposed project or plan).
   3. Length of time since applicant’s last sabbatical leave (or enhancement leave under the previous contract).
B. If an application for sabbatical leave proposed two or three quarters, the Professional Leave Committee shall rank each quarter of the request so that a request for multiple quarters of sabbaticals may be approved in whole or in part.

12.58 Application procedures
A. An applicant for professional leave shall submit a written proposal by December 1 to his or her appropriate administrator for relevant input.
B. That administrator shall discuss that proposal with the applicant within ten (10) weekdays.
C. The applicant shall then submit the final version of the proposal to the chairperson of the Professional Leave Committee by the first day of the second week of Winter Quarter of the academic year preceding the proposed leave period.
D. The applicant shall be available for a personal interview with the committee.
E. The applicant shall notify the committee chairperson of any change in the proposal should such a change occur before the committee submits its recommendations to the College President.

12.59 President/Board of Trustees’ role
A. The College President shall receive the recommendations of the Professional Leave Committee and shall submit those recommendations as received to the Board of Trustees in a timely manner.
B. The Professional Leave Committee and all recommended leave applicants shall receive copies of written administrative recommendations to the Board of Trustees.
C. The decision to grant or deny professional leaves shall be made by the Board of Trustees.
D. The decision of the Board shall be forwarded to the applicants by the first day of Spring Quarter.

12.510 Approval of leave
A. Upon approval of a leave proposal, the College shall execute a contract with the recipient which shall specify the length and conditions of the leave.
B. After the contract has been executed, any change of plans must be approved by the College President.
C. Failure to complete a major share of planned activities without prior mutual agreement between the leave recipient and the College President may require the leave recipient to refund an appropriate portion of the leave stipend.

12.511 Final reports
A. Recipients of professional leave shall submit a written report and/or evaluation concerning their leave activities to the College President and the Professional Leave Committee by the end of the first quarter after returning.
B. The College President shall receive the final reports of the leave recipients and the recommendations for approval or rejection of those reports from the Professional Leave Committee.
C. The College President shall forward the final reports and the Professional Leave Committee recommendations to the Board, certifying the completion or non-completion of each professional leave contract.

12.512 Concurrent employment
A. A faculty member awarded professional leave shall not normally be otherwise employed in the College during the period of leave.
B. Any such employment in the College must be approved by the appropriate administrator.

12.513 Employment upon completion
A. Recipients of professional leave must agree in writing to return to College employment upon completion of the leave for a period of time equal to the length of the leave granted.
B. If the recipient does not return to College employment at the agreed upon time, the recipient shall refund all pay received during the leave period, unless the College approves an exception.
C. If the College is unable to provide an assignment to a faculty member returning from professional leave, the employee shall not be bound by the requirements of this subsection.

12.514 Benefit accrual
A faculty member on professional leave shall earn full credit toward available medical and retirement benefits, annual increments and salary increases, and accrual of seniority.

12.515 Reopener
Selected paragraphs of this section may be reopened for negotiations without reopening the entire section under the following circumstance: negotiations regarding Reduction-in-Force that impact paragraphs in this section.
ARTICLE 13: FACULTY PERFORMANCE ASSESSMENT

One measure of the excellence of an academic institution is the strength of its professional staff. In striving for continued academic excellence and the further development of its faculty, the College will conduct periodic assessment of faculty.

13.10 Assessment of Faculty Responsibilities
Assessment shall relate to the duties and responsibilities listed in Article 14 of this Agreement.

13.20 Assessment Tools
The materials found in Appendix D (D.3 and D5.1-4) shall be the tools used for student evaluations and classroom observations. When mutually agreed by a faculty member and observer, observation can be a narrative.

13.30 Peer Review of Tenured Faculty
No peer review of tenured faculty shall be used in the assessment process unless requested by the faculty member.

13.40 Agreed Time for Observations
Observations shall be conducted as part of the assessment process. The appropriate administrator (or, in the case of an associate faculty member, the appropriate administrator or peer designated by the Dean) who visits and the faculty member shall mutually agree on an appropriate time for the visit.

13.50 Probationary Faculty Assessment
Probationary faculty shall be assessed as set forth in Article 8 of this Agreement.

13.60 Tenured Faculty Assessment
A. Every academic year:
   1. The appropriate administrator and faculty member shall have an informal conversation. That conversation shall focus on the following topics:
      a. Review of the year, update on current and past activities
      b. Plans for future work, professional development, prof/tech plan
      c. Support needed from administrator over the upcoming year
      d. Administrator’s perspective on performance
   2. The administrator will send written notes of the conversation to Human Resources, with a copy to the employee, by June 30th.
B. Every other academic year:
   1. Student assessments shall be conducted, in one quarter, of all classes taught, including moonlights, using the appropriate tool indicated in Appendix D.
      a. The appropriate administrator and the faculty member shall mutually agree to the date on which the Student Assessments shall take place.
      b. Student assessments shall be completed and submitted to the faculty member within twenty (20) working days after the
The completion of the quarter in which the student assessments were conducted.
C. Every third year the appropriate administrator shall perform an administrative observation.
D. A probationary faculty member granted tenure shall begin this evaluation process the following fall quarter.

13.70 Full Time Temporary Faculty Assessment
Full-time temporary faculty shall participate in the assessment activities listed below each year in which the full-time temporary faculty member has a signed employment contract.

A. The appropriate administrator and faculty member shall have an informal conversation. That conversation shall focus on the following topics:
   1. Review of the year, update on current and past activities
   2. Plans for future work, professional development, prof/tech plan
   3. Support needed from administrator over the upcoming year
   4. Administrator’s perspective on performance
B. The administrator will send written notes of the conversation to Human Resources, with a copy to the employee, by June 30th.
C. Student assessments shall be conducted, in one quarter, of all classes taught, including moonlights, using the appropriate tool indicated in Appendix D.
   1. The appropriate administrator and the faculty member shall mutually agree to the date on which the Student Assessments shall take place.
   2. Student assessments shall be completed and submitted to the faculty member within twenty (20) working days after the completion of the quarter in which the student assessments were conducted.
D. The appropriate administrator shall perform an administrative observation.

13.80 Senior Associate Faculty Assessment
All senior associate faculty will be assessed by the appropriate administrator in the same manner as tenured faculty above.

13.90 Associate Faculty Assessment
A. Student Assessments
   1. The appropriate administrator/designee shall conduct student assessments on the following schedule:
      a. Student assessments shall be performed during the 5th or 6th week of the 1st quarter of employment.
      b. Student assessments shall be performed during the 2nd and 3rd quarter of employment.
      c. Student assessments shall be performed every other quarter of employment after the third quarter.
   2. The appropriate administrator shall provide results to the faculty member within twenty (20) working days after the completion of the quarter in which the assessments were conducted.
B. Observations
   1. All associate faculty shall have peer or Dean observations performed during the 5th or 6th week of the 1st quarter of employment.
2. All associate faculty shall have peer or Dean observations performed during the 2nd and 3rd quarter of employment.
3. All associate faculty shall have peer or Dean observations performed every other quarter of employment after the third quarter.

C. Faculty/Dean Conversation
1. At the start of the fourth quarter of employment, and once every three quarters of employment thereafter, not including summer, the associate faculty member and appropriate administrator shall have an informal conversation. That conversation shall focus on the following topics:
   a. Review of the year, update on current and past activities
   b. Plans for future work, professional development, prof/tech plan
   c. Support needed from administrator over the upcoming year
   d. Administrator’s perspective on performance
2. The administrator will send written notes of the conversation to Human Resources, with a copy to the employee, within two weeks of the meeting.

D. Performance Concerns
1. If the performance of an associate faculty member does not meet expectations as evidenced by student assessment results, administrative observation, or reports from tenured faculty, additional student assessments or administrative observations will be conducted at the discretion of the appropriate administrator.
2. As soon as practicable, the appropriate administrator should bring performance issues or behavior that does not meet expectations to the faculty member’s attention.
3. Before a decision not to renew the contract of an associate faculty member due to poor performance, the appropriate administrator shall give that employee the option of attending a meeting to discuss his/her performance.
ARTICLE 14: FACULTY RESPONSIBILITIES

14.10 Full-time Faculty
A full-time faculty member shall perform an instructional, counseling, and/or library assignment. Core responsibilities of a faculty member shall include the following, except that not all responsibilities may apply to a particular faculty member:

14.11 Management of Learning
A. Faculty: Instructional
   1. Preparation and delivery of teaching/learning activities, including day-to-day in-class activities and curriculum/course adjustments.
   2. Instruction of courses in accordance with the course syllabus, approved student learning objectives, college catalog, and quarterly course schedules.
   3. Evaluation of student academic work.
   4. Advising students in their courses and programs and making referrals as necessary.
   5. Maintaining regular office hours for consultation with classroom students.
   6. Assisting students in obtaining College services needed for educational decision-making and success.

B. Faculty: Counseling
   1. Providing educational, career and short-term personal counseling, and crisis intervention for individuals and groups.
   2. Referring students to college services, community agencies and other professionals as appropriate.
   3. Advising students regarding student services processes, course selection, career opportunities, etc.
   4. Advising faculty, staff, and administrators on issues related to student development and retention.
   5. Administering and interpreting individual and group tests.
   6. Providing workshops, seminars, and/or orientations for student development and retention.

C. Faculty: Library/Media
   1. Providing information resources, reference, and search services to the college.
   2. Providing information competency instruction to individuals and groups other than in Article 14.11.A.
   3. Providing orientation and instruction in the use of library/media center resources and services other than in Article 14.11.A.
   4. Developing library collections.
   5. Providing media services in support of instruction.
   6. Advising the college of new materials, equipment, and technologies as they become available.
   7. Supervising a library unit or units, such as acquisitions, cataloguing, etc.
   8. Managing computer technology in support of library/media services.
14.12 Management of information
A. Participating with the appropriate administrator in one’s own assessment.
B. Maintaining department and student records.
C. Providing input into department/division/college matters.
D. Providing input into the departmental budget process.
E. Submitting final grades by the designated deadline.
F. Recommending to the College that students have met the program requirements of their diploma, certification, or degree program.

14.13 Professional development
A. Staying current in professional tools and techniques.
B. Maintaining certification and/or licensure required in the performance of the faculty member’s assignment.
C. Keeping abreast of literature and methods within their discipline.
D. Participating in college-wide in-service activities.
E. Developing on-going Professional Objectives.

14.14 Service to the College/Community
A. Serving on committees. (Faculty are required to serve on at least one committee, board, or council of the college, including those defined in the negotiated agreement either on an appointed or elected basis (See Article 14.15.B.)
B. Maintaining professional working relationships with students, colleagues, and other College personnel.
C. Supervising assigned classified personnel.
D. May provide, by mutual agreement, service to the college/community through:
   1. Participation in co-curricular student programs as related to the faculty member’s discipline.
   2. Development of new courses or curriculum, as appropriate.
   3. Advising student organizations and clubs.
   4. Acting as a guide/mentor for associate faculty.
   5. Acting as a professional resource to the College, and/or the college’s service area, in the areas of expertise.
   6. Serving on community boards, advisory councils, or with other community leadership organizations as appropriate.

14.15 Additional duties of tenured faculty
The following are additional duties of tenured faculty although not all items may apply to a particular tenured faculty member.
A. Elect representatives to the following committees:
   1. Appointment Review Committees
   2. Dismissal Review Committee
   3. Instructional Council
B. Serve as a member of the following committees:
   1. Appointment Review Committees
   2. Dismissal Review Committee
   3. Instructional Council
   4. Professional Leave Committee
   5. Faculty Development Committee
6. College Council
7. Contract Administration Committee
C. Serve as a department head.

14.20 Associate Faculty
An associate faculty member shall perform an instructional, counseling, and/or library assignment. Core responsibilities of a faculty member shall include the following, except that not all responsibilities may apply to a particular faculty member:

14.21 Management of Learning
A. Faculty: Instructional
   1. Preparation and delivery of teaching/learning activities, including day-to-day in-class activities and curriculum/course adjustments.
   2. Instruction of courses in accordance with the course syllabus, approved student learning objectives, college catalog, and quarterly course schedules.
   3. Evaluation of student academic work.
   4. (applies to senior associates only) Advising students in their courses and programs and making referrals as necessary.
   5. (applies to senior associates only) Maintaining regular office hours for consultation with classroom students.
   6. (applies to senior associates only) Assisting students in obtaining College services needed for educational decision-making and success.

B. Faculty: Counseling - The following are considered core activities when performed within a faculty member’s scheduled shift:
   1. Providing educational, career and short-term personal counseling, and crisis intervention for individuals and groups.
   2. Referring students to college services, community agencies and other professionals as appropriate.
   3. Advising students regarding student services processes, course selection, and career opportunities.
   4. Advising faculty, staff, and administrators on issues related to student development.
   5. Administering and interpreting individual and group tests.
   6. Providing workshops, seminars and/or orientations for student development and retention.

C. Faculty: Library/Media - The following are considered core activities when performed within a faculty member’s scheduled shift:
   1. Providing information resources, reference, and search services to the college.
   2. Providing information competency orientation to individuals and groups other than in Article 14.21.A.
   3. Providing orientation and instruction in the use of library/media center equipment, materials, and services other than in Article 14.21.A.
   4. Developing library collections.
   5. Providing media services in support of instruction.
   6. Advising the college of new materials, equipment, and technologies as they become available.
14.22 Management of information
   A. Coordinating with the appropriate administrator or designee in scheduling student assessments.
   B. Maintaining department and, as necessary, student records.
   C. Submitting final grades by the designated deadline.

14.23 Professional development
   A. Staying current in professional tools and techniques.
   B. Maintaining certification and/or licensure required in the performance of the faculty member’s assignment.
   C. Keeping abreast of literature and methods within their discipline.

14.24 Service to the College/Community
   A. Directing the work of assigned classified personnel.
   B. Maintaining professional working relationships with students, colleagues, and other College personnel.

14.30 Required Events
   A. All tenured faculty will participate in the following events in person each year:
      1. Annual graduation ceremony in June
      2. The first two days of ‘opening week’
   B. Requests for exceptions shall be sent to the appropriate VP at least one week in advance of the event and will be considered on a case by case basis.
ARTICLE 15: PROFESSIONAL OPPORTUNITIES

15.10 Department Assignment
At the beginning of the academic year, the College President or designee shall assign each faculty member to a division, or the library or student services; and to a department as listed in Appendix H, as appropriate.

15.11 Department functions
The functions of the departments are as follows:
A. Foster communication among members of the department, between the department and other departments, and between the department and the appropriate administrator.
B. Meet regularly to discuss department business and report recommendations to the appropriate administrator.
C. Participate in college-wide registration and advising.
D. Cooperate with its advisory board(s), if any.
E. Evaluate existing departmental curriculum and course content, develop new courses, and recommend new courses and program changes to the appropriate administrator.
F. Make recommendations regarding staff needed by the department.
G. In accordance with Article 4, make recommendations regarding job descriptions and position qualifications for full and part-time positions.
H. Make recommendations regarding quarterly schedules.
I. Recommend departmental budget items to the appropriate administrator.

15.12 Department head election
A. A full-time tenured faculty member may be elected as Department Head in any department to which he/she is assigned.
B. The term of office shall be for one academic year.
C. The appropriate administrator shall conduct the election and shall give written notice of the election at least five (5) contract days before the election to all full-time faculty in the department.
   1. The election shall take place prior to the end of Winter Quarter for the following academic year.
   2. Nominations may be made by any full-time member, with the faculty member’s permission.

15.13 Department head duties
A. Core duties covered by stipend would include and be limited to:
   1. Program planning – annual and three-year program reviews
   2. Budget planning – annual budget development in annual and three-year program review
   3. Annual class schedule development
   4. Coordinate hiring of associate faculty
   5. Coordinate observations of associate faculty with Dean
   6. Hold department meetings
   7. Provide input to dean and other administrators
B. Serving as a department head shall equal serving on committees per Article 14.14.
15.14 Resolving questions
Questions related to the composition of departments, to assignment of department, and to election of Department Heads not covered in this section shall be referred to the Contract Administration Committee.

15.20 Mentor
A. Tenured faculty who have at least five years’ experience as tenured faculty at Everett Community College may choose to become part of the faculty mentor pool.
   1. Faculty apply to participate and applications shall be submitted to the Dean for consideration
   2. The College reserves the right to decline to approve a mentor application and, if so, shall share the reasons with the applicant and the Federation.
   3. Completed applications are sent to the Human Resources office.
B. Faculty who join the mentor pool shall
   1. attend one of two introductory training sessions (4 hours maximum) which may be outside the regular work hours, and
   2. quarterly on-going training sessions (2 hours maximum), and
   3. will receive $500.
C. Members of the pool must be willing to accept at least one mentorship per year.
D. Senior associate candidates shall select a mentor from the mentor pool to consult with about academic issues such as instructional innovations, best practices, and strategies, and to assist with the senior associate process.
   1. Duties may include on-going consultation with the senior associate candidate, portfolio review, and mutually agreed upon observations.
   2. Members of the mentor pool who are selected and serve as mentors will receive $1000, pro rata, per academic year.
E. Qualified tenured faculty, who elect not to join the mentor pool in a given year, may join the following year. Similarly, faculty in the mentor pool for an academic year may “opt out” for the following year.

15.30 Assigned Advisor
It is mutually recognized that the availability of quality advising is an important factor in student educational success and that faculty involvement in this process is critical. In addition to the advising responsibilities of faculty in Article 14, faculty may become “Assigned Advisors” as follows.

15.31 Assigned Advisor Process
A. Each year, at the start of Winter Quarter, Human Resources shall survey tenured faculty to determine who would like to be an assigned advisor the following academic year and/or summer quarter.
B. Tenured faculty who have indicated they are interested by February 15, shall be assigned, irrespective of department.
C. If additional advisors are needed, the next regular workday following February 15, Human Resources will survey probationary, full-time temporary, associate and senior associate faculty to determine who would like to be considered to be
an “assigned advisor” the following academic year and/or summer quarter. Responses indicating interest must be received by March 1.

D. Additional advisors will be assigned, as needed, by department, from those probationary, full-time temporary, associate and senior associate faculty who have indicated an interest.

E. Assigned advisors will be notified of that status no later than May 1 of the preceding academic year. All assignments are for one academic year (excluding summer) and/or for summer quarter only. The assignment process repeats annually.

15.32 Assigned Advisor Stipend

A. Faculty who choose to participate, and are selected, will earn an additional $2000, prorated, per academic year.

B. Faculty who choose to participate, and are selected for summer quarter, will earn a stipend of $600.

15.33 Assigned Advisor Duties

A. Assigned Advisors will be assigned up to 40 students per academic year. Timing, methods and procedures, including equitable distribution of load for assignments, shall be determined by the Contract Administration Committee.

B. Assigned Advisors shall maintain and update advising skills through relevant trainings offered by the college, including:
   1. Summer training of no more than 6 hours. Training shall be offered at least twice, during normal business hours, on a day outside the academic calendar.
   2. Quarterly training sessions (advising updates) of no more than 2 hours. Training shall be offered at least twice each quarter during normal business hours.

C. Assigned Advisors shall work with their assigned advisees to create educational plans.

D. Assigned Advisors shall provide advisees with guidance to develop career choices, including information and referral to campus career resources.
ARTICLE 16: CALENDAR

16.10 Academic year
An academic year or contract year for a full-time faculty member shall consist of three (3) instructional quarters and 166 days, plus graduation as applicable, in which the employee is actively engaged in executing his/her responsibilities under Article 14 and in accordance with the terms of this agreement.

16.11 Instructional days per quarter
There shall be a minimum of 50 (plus or minus one) instructional days (or equivalent) per quarter exclusive of examination/evaluation and grade days.

16.12 Distribution of instructional days
To the extent feasible and practicable, there shall be ten (10) Monday instructional days, ten (10) Tuesday instructional days, etc. (or equivalents), during the Fall, Winter and Spring instructional quarters.

16.13 Propose annual calendar
The Contract Administration Committee shall propose an annual calendar to the Board of Trustees by March 1 of the applicable year.

16.14 First day of regular academic year
For purposes of payroll, the first day of the regular academic year shall be September 15 or earlier.

16.15 Assignment of duties over three quarters
Faculty, upon mutual agreement 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.) Summer Quarter is equal to 50 days. Any faculty member who teaches summer as the first of his/her three quarters shall be credited with 50 days’ work.

16.16 Assignment of duties over four quarters
Full-time faculty may be assigned, upon mutual agreement between the employee and the appropriate administrator, professional duties amounting to one full-time annual contract (3.000 load) 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 shall be made to maintain a full load of 3.000.
ARTICLE 17: MODE AND LOAD

17.10 Load assignments
   A. The Vice President of Instruction, or designee, after appropriate consultation with the full-time faculty member involved, shall assign equitable professional loads in accordance with Articles 17.20-17.80 below.
   B. The variables considered in 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.

17.20 Load categories and normal weekly contact hours
   A. General Lecture/Discussion - 15
      (Plus an additional 5 office hours pro-rated)
   B. Science Laboratory – 18
      (Plus an additional 5 office hours pro-rated)
   C. Other Laboratory - 20
      (Plus an additional 5 office hours pro-rated)
   D. Shop
      Lecture - 15
      Laboratory - 20
      (Plus office hours equivalent to the difference between contact hours and 20)
   E. Field Supervision - 30
      (Office hours included)
   F. Counseling - 30
   G. Library/Media Specialist - 30

17.21 Counseling
   Counselors have 19.5 hours per week of direct services with students.

17.22 Family life instruction
   Family Life instructors will be paid in accordance with Appendix B.

17.30 Guidelines
   A. The sum of the fractional loads for an instructor’s quarter shall be as close to 1.000 as possible.
   B. The total for the three quarter year shall be as close to 3.000 as possible.
   C. Loads falling within a range of 2.800 to 3.200 shall be deemed to satisfy such requirement.
   D. Any load in excess of 3.200 annual load shall be assigned only with mutual agreement between the faculty member and the appropriate administrator.
      1. Such classes shall be specifically declared in excess of annual load and shall be covered for full payment at the part-time rate.
E. The maximum described herein may be exceeded without additional compensation when requested by the individual faculty member and approved by the appropriate administrator.

17.40 Assigning courses
After consultation with the division faculty, the College President or designee shall assign individual courses to the above load categories.

17.50 Shared assignment
If two or more faculty are sharing a work assignment (that is, only one person is working at a time) each faculty member shall be credited with his/her prorated share of the workload for that course.

17.60 Less than full load
With the approval of the appropriate administrator, a tenured faculty member may work at less than full load and be paid regular salary placement pro-rata.

17.70 Seven hour span
Excluding instances required to maintain a full load, full time faculty shall be assigned class schedules within a seven (7) hour assignment span.

17.71 Notice of off campus work
A. Nothing in this section is to be construed that faculty are expected to be on campus for this entire span if their professional duties require their presence elsewhere.
B. Faculty shall notify their supervisors in advance whenever their professional duties require their presence elsewhere, during meetings and in-service training scheduled for departments, divisions, or other college units.

17.80 Reassigned time
A. Faculty may be reassigned from teaching to non-teaching duties upon approval of the College President or designee.
B. Upon mutual agreement between the faculty member and the appropriate administrator, a full-time tenured faculty member, 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. The base for calculating normal contact hours for reassigned time is 40 hours per week for 100% reassignment. This base is for predicting the amount of estimated time necessary to meet reassigned duties.
**ARTICLE 18: PROGRESSIVE DISCIPLINE**

18.10 Purpose of Progressive Discipline
The following process is intended to provide support for the faculty member in correcting behavior or performance in order to meet reasonable job expectations.

18.20 Expectations of Employees
Faculty are expected to adhere to this Agreement; fulfill their assigned duties in good faith as detailed in Article 14: Faculty Responsibilities; comply with all published College policies and procedures; and obey city, state, and federal laws.

18.30 Just Cause
Discipline shall be only for sufficient cause, and shall follow the tests of just cause, and shall be progressive as applied to the specific facts of the case involved.

18.40 Grievance Process
Progressive discipline actions as described in this Article 18 are subject to the grievance process in accordance with Article 20: Grievance Procedure.

18.50 Exceptions to Progressive Discipline
In some extreme instances, the employer may elect to move directly to Article 19: Dismissal. Extreme instances may include but are not limited to illegal use or distribution of drugs, or use of legal drugs inconsistent with college policy or safety on or near campus or at any campus-sponsored event or activity, theft, vandalism, arson, assault, sexual harassment, or serious misuse of state electronic systems. This also may include violence or threats of violence on campus or in electronic form toward a member of the campus community.

18.60 Notice of Concerns
As soon as practicable, the appropriate administrator shall bring performance concerns or behavior that does not meet expectations to the faculty member's attention. At the faculty member's request, a Federation representative shall attend the meeting. The administrator shall document these concerns in writing, provide a copy to the faculty member, and place a copy in the administrator's file. The faculty member may attach a written response to the document.

18.70 Coaching
If the performance or behavior continues to be of concern, the next step is to provide directed coaching. The appropriate administrator shall meet with the employee, discuss the concerns, and clarify performance expectations. At the faculty member's request, a Federation representative shall attend the meeting. Together the employee and administrator agree on strategies to address the concerns, which may include peer or administrator observation, additional training, or a list of activities to lead to improvement. The administrator shall document this meeting in writing, provide a copy to the faculty member, and place a copy in the administrator's file. The faculty member may attach an explanation to the document.
18.80 Informal Improvement Plan
If the performance or behavior continues to be of concern, the appropriate administrator shall inform the faculty member and the Federation president that a meeting will be held to review the problem, its cause, and potential remedies. At the faculty member’s request, a Federation representative shall attend the meeting. This meeting may result in an informal Improvement Plan that identifies the problem, records the faculty member’s input/response, and reflects the agreed-upon expected change and/or improvement. Form D.4 found in Appendix D shall be the tool used in the development of Informal Improvement Plans. The administrator shall document this plan in writing, provide a copy to the employee, and place a copy in the employee’s personnel file.

18.90 Formal Improvement Plan
If the performance or behavior continues to be of concern, the appropriate administrator shall inform the faculty member and the Federation president that a meeting will be held to review the steps previously taken and the current status of the performance or behavior. At the faculty member’s request, a Federation representative shall attend the meeting. A Formal Improvement Plan will be developed by the appropriate administrator and presented to the employee and a copy will be provided to the Federation president or designee. Form D.4 found in Appendix D shall be the tool used in the development of Formal Improvement Plans. This plan, along with all previous documentation, will be placed in the employee’s personnel file.

18.100 Pre-Dismissal
If the performance or behavior continues to be of concern, the appropriate administrator may recommend dismissal of the faculty member to the College President. The College President shall provide the employee a letter outlining the reasons considered for dismissal and shall meet with the employee to discuss the proposed dismissal. The employee may have union representation at this meeting. The matter may be resolved at this meeting by the use of alternatives which include but are not limited to reassignment, retirement or resignation. If the matter is not resolved at the meeting, the faculty member shall have 5 days to consider the options discussed at the meeting. Following that 5-day period, if the matter is not resolved, the College President may initiate dismissal proceedings pursuant to Article 19: Dismissal. The letter from the College President and all notes and agreements relating to this meeting shall be placed in the faculty member’s personnel file.
ARTICLE 19: DISMISSAL

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

19.10 Reasons for Dismissal of 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.

19.20 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.
   1. The members shall include one (1) administrator chosen by the College 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.
   2. The faculty members on the initial Dismissal Review Committee shall serve a one-year, two-year, and three-year term respectively.
   3. Subsequent elections will be for three-year terms so that the committee members shall have staggered terms.
   4. Alternates, one (1) student and one (1) faculty shall be selected annually to fill any vacancies occurring that year.
   5. Alternates shall be selected through the same process as regular committee members.
   6. Committee members on sabbatical leave shall be replaced for the duration of that leave by the same process as regular committee members.

19.21 Selection of chairperson
The Dismissal Review Committee shall select its own chairperson.

19.22 Conflicts of interest
In no case shall a member of the committee sit in judgment of his or her own case, or in instances of potential conflict of interest as determined by the Hearing Officer.

19.23 Filling vacancies
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.

19.24 Secretarial help
The College shall provide at its expense secretarial help for the committee deemed sufficient by the chairperson of the Dismissal Review Committee upon request through the Hearing Officer.
19.30 Preliminary Procedures – Letter from President
Reasons to consider the dismissal of a faculty member shall be documented by letter to the faculty member. The College 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 College President shall place the letter in the employee’s personnel file unless mutually agreed otherwise.

19.40 Notice
A. After determining 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 the following:
   1. A statement of the time, place, and nature of 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. 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.
B. The affected employee(s) shall have ten (10) days from the date of the notice of dismissal to notify the College President in writing as to whether the employee intends to exercise the right to the hearing specified above.
   1. If the employee fails to respond within the ten days provided herein, such failure shall constitute acceptance of and waiver of any right to a hearing.
   2. The decision of an employee not to have a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees.
   3. Furthermore, a timely written request for a hearing within the above ten-day period is deemed jurisdictional.

19.50 Procedural Rights of Affected Employees – Procedural Hearing
An affected employee shall be entitled to one administrative hearing pursuant to the Administrative Procedure Act, RCW 34.05, Part IV, and shall have the following procedural rights:
A. The right to confront and cross-examine adverse witnesses.
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 witnesses and evidence pursuant to RCW 34.05, Part IV.
E. The right to a representative of his/her choosing who may appear and act on his/her behalf at the hearing.
F. The right to have witnesses sworn and testify under oath.

19.60 Responsibilities of the Dismissal Review Committee
The responsibilities of the committee shall be as follows:
A. To review the case of the proposed dismissal.
B. To attend the hearing and, at the discretion of the Hearing Officer, call and/or examine any witness.
C. To hear testimony from all interested parties, including (but not limited to) other faculty and students, and review any evidence offered by same.
D. To arrive at its recommendations in conference on the basis of the hearing.
E. As soon as reasonably practicable, but in no event longer than 30 days after the hearing, present the written recommendations of the committee to the Hearing Officer, the College President, the affected faculty member, and the Board of Trustees.

19.70 Hearing Officer

A. Appointment. 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 of Trustees appoint an impartial Hearing Officer.
B. Duties. It shall be the role of the impartial Hearing Officer to conduct the hearing in accordance with RCW 34.05, Part IV and this section. The duties of the Hearing Officer include the following:
   1. 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.
   2. Issuing subpoenas.
   3. Taking depositions 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. Allowing the Dismissal Review Committee to hear testimony and any oral argument from all interested parties, including (but not limited to) faculty and students, and review any evidence offered by same.
10. 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 shall be presented to the College President, the committee, the affected faculty member, and the Board of Trustees.
11. Preparing and assembling a record for review by the Board of Trustees which shall include the following:
   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. The proposed findings, conclusions, and recommended decision;
12. 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.
13. 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.
14. Consolidating individual reduction in-force hearings into a single hearing.

19.80 Final Decision by the Board of Trustees
A. The Board review shall be based on the record of the hearing.
B. 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.
C. 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.
D. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the affected faculty member in writing of its final decision and the effective date of dismissal.

19.90 Appeal from the Decision of the Board of Trustees
A. Pursuant to RCW 34.05, Part V 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.
B. The filing of appeal shall not stay enforcement of the decision of the Board.

19.100 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.).

19.110 Suspension During Procedure
Suspension by the College 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.
ARTICLE 20: GRIEVANCE PROCEDURE

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.

20.10 Definition
A grievance is hereby defined as a complaint or claim against the College by a faculty member, a group of faculty, or the Federation, arising out of the interpretation or application of or any alleged violation by the College of the terms of this Agreement.

20.20 Process: Step One
A. The grievant and the Federation representative shall concurrently present the grievance to the appropriate Vice President and appropriate administrator.
B. 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.
C. The appropriate Vice President shall note receipt of the same by countersigning and dating the original grievance.
D. The appropriate Vice President 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.
E. If the College representative fails to respond within the time limit, the grievant and the Federation may automatically take the matter to Step Two.

20.21 Process: Step Two
A. If no settlement is reached at Step One, the written grievance may be submitted to the College President or his/her designated representative, provided it is filed with the College President or his/her designated representative not more that eight working days after it is answered in Step One.
B. Representative(s) of the Federation shall be present at any meeting called to consider the grievance at this step. The grievant and his/her attorney may also be present.
C. The College 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.
D. When appropriate, the Federation may initiate a grievance at Step Two.
E. If the College fails to respond within the time limit, the Federation may automatically take the matter to Step Three.

20.22 Process: Step Three
A. If no settlement is reached at Step Two, the Federation may, at its sole discretion, file for arbitration.
B. The Federation must, within fifteen (15) working days after the date of the Step Two answer, file written notice to the College that the grievance shall be arbitrated provided that the grievance presents an arbitrable matter as herein defined.
C. The demand to the Federal Mediation and Conciliation Service (FMCS) for arbitration shall be submitted no later than thirty (30) working days after the Step Two response.

20.30 Timelines
A. Any grievants 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.
B. In the event a faculty member is on leave, the forty-five (45) day period shall begin upon return to regular employment.
C. For purposes of this section the term “working days” shall mean the grievant’s or grievants’ scheduled contract days.
D. The academic calendar adopted by the Board of Trustees shall be used to determine scheduled contract days.
E. Time limits set out in this section may be extended by mutual written agreement between the Federation and the College.

20.40 Arbitration
A. Matters subject to arbitration shall be referred to the Federal Mediation and Conciliation Service (FMCS) through a joint request for a list from which an arbitrator shall be selected using a striking process.
B. Only grievances which involve an alleged violation by the College of a specific section or provision of this Agreement which are presented to the College in writing 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.
C. Hearings and other procedural matters shall be in accordance with voluntary rules of the Federal Mediation and Conciliation Service.
D. The decision of the arbitrator shall be final and binding upon the College, the Federation, and the faculty member affected, consistent with the terms of this Agreement.

20.41 Arbitration fees
The fees and expenses of the arbitrator shall be borne equally by the College and the Federation.

ADDITIONAL GRIEVANCE STIPULATIONS

20.50 Meeting times
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.
B. 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.

20.60 Communication / service
Whenever written grievances, answers, or appeals are required to be served upon the College President or the Federation, certified mail to the College President at the
College 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.

20.70 Termination of employment
Any grievance pending arbitration shall in no way be prejudiced by the termination of employment of the grievants, and the Board or any of its agents agrees not to use the fact that a former faculty member is no longer an employee in a grievance proceeding.

20.80 Grievant protection
No grievance material shall be placed in the personnel file of faculty members 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.

20.90 Consolidated grievances
When two (2) or more grievances involving the same alleged violation have been submitted, the College and the Federation may agree that said grievances be consolidated and that they be heard at Step Two or Step Three.

20.100 Arbitrator’s jurisdiction

A. Jurisdiction of the arbitrator is limited to the following:
   1. Adjudication of the issue which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration; and
   2. Interpretation of the specific terms of the Agreement which are applicable to the particular issue presented to the arbitrator; 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, or which is in conflict with the provisions of this Agreement; and
   4. 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
   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 any written briefs of the parties; and
   6. 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.

B. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement.

C. 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.

D. No arbitrator shall have the authority to remand an issue back to the parties for negotiation.
APPENDIX A

Full-Time Salary Schedule

Effective July 1, 2013, the base salary is:
A. Full Time Probationary (tenure track) faculty $50,836.38
B. Full Time Temporary faculty $50,427.58

Effective July 1, 2013, the turnover increase for the 2013-2014 academic year is $381.79

Effective July 1, 2013, the promotional salary adjustment is:
Tenure Award $4,400

Effective July 1, 2013, the stipend for academic achievement is:
Doctoral Stipend (5% of base) $2,541.82

APPENDIX B

Other Payment Schedules

B.1 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 (30) hour mode for a maximum of five (5) hours per student project.

B.2 PART TIME SALARY
A. Part-time salary per quarter shall be $12,332.47 times load.
B. Senior Associate rate for associate faculty with Senior Associate status shall be $1,500.00 times load.

B.3 COMMUNITY SERVICE CLASSES
A. The community service class hourly rate shall be 0.25 percent of the quarterly part-time full-load rate in B.2. The rate shall be $30.83 per hour.
B. If the fees collected from student enrollment are inadequate for the class to be self-supported, the rate shall be 65% of the actual student fees collected instead of the normal hourly rate.

B.4 STIPENDS
Stipended activity consists of duties which are extra and separate from a faculty member’s normal duties and which are exempt from tenure application.
A. Coaching duties: A head coach is responsible for managing the varsity sport and related activities. As assigned by the Athletics Manager, such activities shall include (but not be limited to) recruitment, scouting, fiscal accountability, travel and inventory. The annual stipend for the head coaches shall be 55.6% of the quarterly rate for part-time salary.
B. Russell Day Gallery: The annual stipend (3 quarters) shall be thirty (30%) percent of the quarterly rate for part-time salary.

C. Theatre: The stipend for each performance shall be two percent (2%) of the quarterly rate for part-time salary.

D. English Evaluation Scoring: The annual stipend (4 quarters) shall be 0.0575 percent of the quarterly rate for part-time salary per evaluation.

E. Math Learning Center and Writing Center: The annual stipend (3 quarters) shall be 29.1 percent of the quarterly rate for part-time salary.

The Contract Administration Committee shall set the stipends and guidelines for all other stipended activities and shall approve changes to the above listed stipends. Nothing herein shall be construed to require the College to maintain such activities or assignments. It is understood that the stipends paid are 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.

B.5 FOURTH QUARTER

Full-time faculty who are assigned to the Cosmetology or Aviation programs and assigned a 100 percent load pursuant to Article 17 and additional responsibility as outlined in Article 14 at a level similar to the other three quarters shall be paid 25 percent of step placement.

Full-time faculty who are not covered by the paragraph above shall receive the amount specified in Appendix B.2 times percent of 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 B.9 of this Appendix.

Nothing herein shall be construed to require a faculty member to accept such an assignment or to require the College to conduct any level of activity.

B.6 COMPENSATION FOR PROFESSIONAL LEAVE

Compensation for Professional Leave shall be compensated at 100% of salary for the first quarter, and where multiple quarter leaves are granted, at 90% of salary for the second quarter and at 80% for the third quarter.

B.7 SHIFT DIFFERENTIAL

Full-time faculty teaching class sections starting at or after 4:45 p.m. and/or assigned contact hours under Article 17.20.E and 27.20.F starting at 5:00 p.m. or later will be paid a shift differential of five percent (5%) of part-time quarterly rate in B.2 per quarter pro-rated according to the percent of load attached to the classes starting at or after 4:45 p.m. or the contact hours starting at 5:00 p.m. or later. For purposes of this section, weekend assignments are considered to be after 4:45 p.m.

B.8 FAMILY LIFE CLASSES

Family Life classes are paid by multiplying the quarterly salary for the instructor times the percentage of load for the class listed below:

<table>
<thead>
<tr>
<th>CLASS</th>
<th>LOAD FACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Life 46</td>
<td>.100</td>
</tr>
<tr>
<td>Family Life 47</td>
<td>.100</td>
</tr>
<tr>
<td>Family Life 50/150</td>
<td>.200</td>
</tr>
<tr>
<td>Family Life 60/61</td>
<td>.470</td>
</tr>
<tr>
<td>Family Life 80</td>
<td>.133</td>
</tr>
</tbody>
</table>
The load factor listed above is based on a ten week quarter. For those Family Life 50/150 and 60/61 courses which do not meet on the regular 10 week schedule, the following applies: Fall Quarter is generally 13 weeks, Winter Quarter 10 weeks, and Spring Quarter 7 weeks. The load factors for Fall Quarter shall be determined by multiplying the load factor for the class times 13/10ths. The load factors for Spring Quarter shall be determined by multiplying the load factor for the class times by 7/10ths. Compensation for any new Family Life classes shall be established by CAC.

**B.9 OFFICE HOUR RATE**

If an associate faculty member is assigned office hours by the Vice President of Instruction, he/she shall be compensated at the part-time rate for the thirty (30) hour mode.

**B.10 NONSTATE-FUNDED CLASSES**

Not withstanding any other provision of this Appendix, compensation paid to faculty not otherwise employed by the College in conjunction with agreements where the source of funding is not the SBCTC 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 faculty member employed at the adoption of this Agreement.

**B.11 DEPARTMENT HEAD COMPENSATION**

Department size determined by FTEF faculty (Full-time + Part-time) – see below

Stipend or (optional reassigned time) determined by department size – see below

<table>
<thead>
<tr>
<th>Dept Size*</th>
<th>FTEF (FT/PT combined)</th>
<th>Reassigned Time Option**</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>100% quarterly rate @ $12,332.47</td>
</tr>
<tr>
<td>Small</td>
<td>&lt;10.0</td>
<td>1/6 of part-time rate = $2,055.41</td>
</tr>
<tr>
<td>Medium</td>
<td>10 – 20.0</td>
<td>1/4 of part-time rate - $3,083.12</td>
</tr>
<tr>
<td>Large</td>
<td>&gt;20.0</td>
<td>1/3 of part-time rate = $4,110.82</td>
</tr>
</tbody>
</table>

*Assignment of department size would be based on previous year’s faculty (combined PT and FT) FTE count for that department.

**Fall, Winter, Spring

*Excludes department heads for Counseling, Library and Nursing, as these department heads have different duties. Stipends for these three positions would be negotiated separately.*
APPENDIX C
LOA/MOU/CAC AGREEMENTS

Appendix C includes LOA/MOU and CAC agreements that are incorporated into this agreement.

All previous LOAs/MOUs that are not listed below expire upon ratification of this agreement.

Other CAC agreements continue until they are revised.

A. Letter of Agreement dated June 30, 2011 Re: Load Calculation for Lab Science Courses with Double Sections
For Physical and Life Science courses with labs, the maximum class capacity is 24. In some cases, Deans and faculty agree to offer "double sections" of these classes, where up to 48 students take the lecture section of the class together but then have separate labs (e.g. "A" and "B" lab sections). Previously, the instructor was paid only for the additional lab section, and at the 18-hour mode rate, and was not compensated for the additional burden of carrying up to twice the 24-student maximum in the lecture portion of the class. Under this agreement, the District and AFT Everett stipulate that in such circumstances--when the Dean and instructor mutually agree to offer a double section of a Biology, Nutrition, Chemistry, Physics, Astronomy, Geology, Natural Science or Environmental Science class with a lab--the lecture portion of the instructor's load shall be calculated at 1.25 X lecture hours (or equivalent to on-ground lecture hours for hybrid classes)/15. (Under the former method, load for the lecture portion of the class calculated at lecture hours/15.) This agreement does not affect or change calculation of lab load. This agreement shall be effective for fall quarter '08 and beyond and shall not be deemed retroactive beyond fall '08.

Example for clarification: Instructor agrees to teach and Dean agrees to offer BIOL &211 as a double section. For the lab sections (A and B), the instructor's load shall be calculated (as it was prior to this agreement) as two 2-hour labs per week (4 hours/18=.222 load). For the lecture section (combined A and B), the instructors load shall be calculated as 1.25 X 4 hours (5/15=.333). (Under the previous method, the lecture portion of the class would have yielded a .267 load, for a net increase of .067 load under the new method.)

B. CAC Agreement dated 5/13/09 for per student payment for credit classes
The following faculty are grandfathered into the per student payment system, limited to the classes listed below:

1. L Bontrager ASL 221; ASL 222; ASL 121
2. K Lyste GIS 200; GIS 250; GIS 299; GIS 205
3. C Malone HLTH 299
4. D Sundberg NURS 100
5. R Beck GERM 299
6. H Goto JAPN 121
7. R Bertoldi ITAL 121; HUM 175; ITAL 122
8. M Nair JAPN 121; JAPN 122; JAPN 123
9. V Martin SPAN 122
C. Memorandum of Understanding dated September 26, 2011 regarding College in the High School Faculty Compensation

The College and the Federation agree that the following will be implemented in order to meet the National Alliance of Concurrent Enrollment Partnerships Accreditation standards:

- All new classes will be available to any interested faculty qualified in the discipline. The dean will notify the faculty of the opportunity and the discipline will make a recommendation to the dean.
  - EvCCInstructor/Mentor will be compensated at $35. per student per five-credit class (prorated) and fulfills the following additional responsibilities;
    - Interviews teacher either in person or over-the-phone to discuss course curriculum, assessment criteria, pedagogy, and course philosophy as part of the approval process.
    - Each discipline must submit an Assessment Standard form attesting to the following:
      - A1, "CEP students are held to the same standards of achievement as those expected of students in on campus sections;"
      - A2, "The college/university ensures that CEP students are held to the same grading standards as those expected of students in on campus sections;"
      - A3, "CHS students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as students in on campus sections;"
      - C2, "College/university courses administered through a CHS reflect the pedagogical, theoretical and philosophical orientation of the sponsoring college/university departments."
    - Submit a formal site visit form, documentation and feedback to high school teacher (the first term taught and every fourth term thereafter) per AFT Bargaining Agreement 3.17,Fl,ii.
    - If a teacher is not approved for the CHS program, provide a written recommendation to the dean and the dean will provide a formal written denial letter from the college to the high school teacher.
    - Provide evidence of paired syllabi, assessment comparison, and that grading standards are equivalent.
      - One paired example from each discipline for side-by-side comparison.
      - A detailed description of the processes and implementation used to assure assessment methods are the same in CHS and on campus sections of corresponding courses.
• A detailed description of processes and implementation used to assure grading standards are the same in CHS and on campus sections of corresponding courses.

• Paired syllabi from on campus and CHS sections—one paired example from one course per discipline, with standards of achievement highlighted.

• A detailed description of processes and implementation used to assure standards of achievement are the same in CHS and on campus sections of corresponding courses.

• Include a description of how syllabi are reviewed, changed and approved.
  
  o Provide annual discipline-specific training during fall quarter meeting with documentation of agenda and attendance report.
  
  o Participate in program review or accreditation committees as needed.
  
  o Assists the high school teacher (if teacher is new to program) to develop a syllabus, student learning objectives (SLOs) and text list.
  
  o Reviews high school teacher curriculum and text to insure that it meets EvCC standards.
  
  o Reviews high school teacher credentials to insure they meet EvCC hiring qualifications.
  
  o Submits syllabus and "Teacher Approval Form" to dean for approval. Once approved, submits these materials to Continuing Education.
  
  o Attends the fall orientation meeting at EvCC.
  
  o Makes contact with the high school teacher at least once per term (i.e. once for a one-term class, or twice a year for a two-term class).
  
  o Completes a year-end program evaluation survey sent out by EvCC Continuing Education.
  
  o Coordinates with high school teacher completion of IDEA survey the first term of participation and every fourth term thereafter.

• **High School Teacher** will receive compensation at $43. per student per five-credit class (prorated) and fulfills the following responsibilities:
  
  o In conjunction with college faculty, develops syllabus including student learning objectives and college-level textbook information.
  
  o Completes part-time application packet and submits to Corporate & Continuing Education Center.
    
    o Submits unofficial transcripts to EvCC Corporate & Continuing Education Center.
    
    o Attends the fall orientation meeting at EvCC.
  
  o Distributes marketing and program materials to potential students.
  
  o Markets program to students and parents.
  
  o Reminds students of Compass testing for English 101.
  
  o Reminds students of registration deadline.
    
    o Assists students with the registration process if needed.
    
    o Once registration is complete, reviews roster of enrolled students and verifies
accuracy. The college will notify teachers via email when registration is complete and remind teachers to verify roster(s).

- Makes contact once per term with the EvCC instructor/mentor (i.e. once for a one-term class, or twice a year for a two-term class).
- Upon request, provides the college the following:
  - outline, learning objectives and syllabus
  - textbook and other teaching materials
  - assessment criteria and tools (e.g. papers, portfolios, quizzes, exams, labs, etc.)
  - evidence that course reflects the pedagogical, theoretical and philosophical orientation of EvCC academic department
  - evidence that grading criteria and standards meet EvCC standards
- Schedules teaching observation and/or interview with college faculty or administrator upon request by EvCC.
- Assigns either a student or staff to administer the IDEA survey the first term of participation and every fourth term thereafter. Returns materials to Karen Landry.
- Records grades using the online system within one week of the course completion.
- Participates in program review or accreditation committees

- $10. from each student enrolled in a five-credit (prorated) class will be directed to the EvCC Faculty Professional Development fund to be available to all faculty

D. ACAC Stipend for Participating EvCC Nursing Instructors ($1500/quarter)—beginning Winter quarter ’13

I. Preface. This stipend covers work above and beyond normal contractual duties of faculty. Normal contractual duties include advising; committee work; participation in department, division and campus meetings; holding office hours; posting syllabi; grading; updating teaching materials and CIFs; and professional development. Failure to meet those underlying contractual obligations shall disqualify faculty from eligibility for this stipend. Only full time faculty are eligible.

II. Duties Covered. The undersigned agrees to perform additional duties related to service to the Nursing program. The collective group of Nursing faculty choosing to participate in this agreement shall be responsible for ensuring that work necessary for ACAC (accreditation, curriculum development, admissions and capacity-building) is carried out and that contributions by participants shall be equitable, e.g. participating Nursing faculty should rotate chairing duties for Curriculum and Admissions committees. This stipend agreement replaces all other stipends/reassigned time for additional duties related to the Nursing program with the exception of department head and those duties carried out by the Associate Dean of Nursing. HECO-funded assignments (and the Consortium liaison stipend) shall remain in effect for the ’12-’13 academic year only.

III. Performance Expectations. Participating faculty shall receive the quarterly ACAC stipend for performance of activities specified in this agreement, above and beyond those required of all faculty and specified in Part 1, above. **Participants must file a quarterly report (form attached) summarizing ACAC activities completed. The form must be submitted to the Associate Dean of Nursing by the 4th calendar day following the last day of the quarter in which the duties were**
performed. The expectation is that performance of ACAC activities will require approximately 37 hours of work/quarter.

IV. Term. This is a quarterly stipend. This agreement must be filled out and signed each quarter, including summer. The stipend pays $1500 each quarter ($6000/year if full participation each quarter). No agreement shall be signed for a new quarter if the form summarizing the previous quarter’s activities, if applicable, has not yet been submitted.

V. Cancellation. Either the college or the nursing instructor may cancel this agreement for future quarters, without cause, by providing written notice to the other party at least 30 calendar days prior to the last day of the quarter for which the agreement currently applies.

VI. Agreement. The College offers a $1500/quarter stipend to the undersigned Nursing instructor for performance of activities described in this document. The undersigned Nursing instructor agrees to carry out the specified activities related to carrying out ACAC functions. Each participant agrees to both Group 1 activities and at least one activity from Group 2 and one activity from Group 3 (selections from Groups 2 and 3 shown below).
Group 1—Required for all Participants in ACAC stipend

✓ Accreditation—I agree to participate, assist and carry out work related to maintaining our accreditation
✓ Capacity-building—I agree to accommodate 40 students per quarter

Group 2—Select one of the following two options by placing a check by your choice

____ Admissions—I agree to participate on admissions committee (and serve as rotating chair) and to do all work required as part of our program’s admission process

____ Curriculum--- agree to participate on curriculum committee (and serve as rotating chair) and to do all work required as part of updating curriculum for our program

Group 3—Select one of the following two options by placing a check by your choice

____ Capacity-building—I agree to advise and write in excess of the contractually-mandated 30 academic plans per year if necessary to accommodate all pre-Nursing students seeking advising

____ Capacity-building—I agree to mentor at least one associate faculty member (and summarize mentoring activities and mentee progress as called upon by the appropriate administrator)

Nursing Instructor Date

Dean/Administrator Date

Vice President of Instruction Date
ACAC Stipend Reporting Form

Due 4 calendar days following last day of quarter. Submit to Associate Dean of Nursing.

Nursing Instructor: ___________________________________
Quarter: _______________

Summarize Activities in the spaces provided or expand boxes as necessary.

<table>
<thead>
<tr>
<th>Group 1 Activity—Accreditation (required)</th>
<th>□ Check if compiled course data for accreditation (and explain what data):</th>
<th>□ Check if completed other activity in preparation for accreditation (explain):</th>
<th>□ Check if wrote portion of or contributed to self study or other reports (explain):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1 Activity—Capacity building: Accommodate 40 students per course (required when applicable)</td>
<td>Indicate number of students enrolled in your course at start of quarter: ______ and at end of quarter: ______</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 2 Activity---Must perform work on either Admissions or Curriculum Committees</td>
<td>Indicate which activity you selected:</td>
<td>How many Admissions or Curriculum committee meetings did you attend this quarter? ______ Did you chair either of those committees? ______</td>
<td>Additional work done for Admission or Curriculum outside of committee meeting attendance (explain):</td>
</tr>
<tr>
<td>Group 3 Activity—Capacity-building: Must advise beyond contractual mandate (30/year) or Mentor Associate Faculty</td>
<td>Indicate which activity you selected:</td>
<td>If excess advising, indicate how many academic plans you wrote beyond ten: ______ (only count those for which you have retained student numbers or were done with a release of hold)</td>
<td>If mentor, who did you mentor? ______ How many times did you meet with your mentee? ______ Did you observe your mentee’s teaching? ______ Did you review instructional materials for your mentee? ______</td>
</tr>
</tbody>
</table>
APPENDIX D.1
Assessment Instruments

A. Appointment Review Committees: Members of appointment review committees shall not use Appendix D, but must use Appendix E forms.

B. Student assessment of all faculty, including probationers, shall be by instruments in D.5.

C. When assessing instructional faculty, the appropriate administrator shall use Appendices D.2 and D.3.

D. When assessing counselors and librarians, the appropriate administrator shall use Appendix D.2.
### APPENDIX D.2
Faculty Meeting Notes Form for Annual Informal Conversation

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
</table>
| **Name of Faculty:**_____________________
| **Supervisor:**_____________________
| **Annual Faculty Assessment Meeting Date:**______________

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Review of the year. How has the year gone?</strong></td>
<td></td>
</tr>
<tr>
<td>2. <strong>Update on current and past activities. What have you been working on?</strong></td>
<td></td>
</tr>
<tr>
<td>3. <strong>What are your plans for future work (professional development; prof/tech plan)?</strong></td>
<td></td>
</tr>
<tr>
<td>4. <strong>How can I support you in the next year?</strong></td>
<td></td>
</tr>
<tr>
<td>5. <strong>Administrator’s perspective on performance.</strong></td>
<td></td>
</tr>
</tbody>
</table>

Supervisor signature_______________________________________Date_________________________

Faculty signature__________________________________________Date_________________________

1. Meeting Notes are sent to HR ([hr@everettcc.edu](mailto:hr@everettcc.edu)) by June 30th each year.
2. Notes can be copies of handwritten notes. There is no need to summarize or retype.
3. Send the notes to HR and copy to faculty member and copy to supervisor desk file.
4. Faculty member may add their response as an attachment.

Approved CAC 10/3/13 (Article 13.60 AFT Collective Bargaining Agreement)

Signature acknowledges receipt, not necessarily agreement with the notes.
APPENDIX D.3
Administrative Observation of Instructional Faculty

Course Evaluation for ______________________________________________________

Date of Visit __________________________ Course: ________________

a. Presented related information in an understandable manner
   ______________________________________________________________________
   ______________________________________________________________________

b. Demonstrated effective class preparation
   ______________________________________________________________________
   ______________________________________________________________________

c. Class content was consistent with the course syllabus, catalog description and class schedule
   ______________________________________________________________________
   ______________________________________________________________________

d. Demonstrated effective use of examples, illustrations, or other teaching aids
   ______________________________________________________________________
   ______________________________________________________________________

e. Demonstrated responsiveness to student questions
   ______________________________________________________________________
   ______________________________________________________________________

f. Clearly stated topic objectives
   ______________________________________________________________________
   ______________________________________________________________________

g. Demonstrated strong knowledge of subject matter
   ______________________________________________________________________
   ______________________________________________________________________

Description of classroom activities:
Description of areas of strength:

Areas in need of improvement in order to achieve satisfactory performance: The appropriate administrator shall provide additional descriptive support in Section 1 of Appendix D.4 and then attach that form to this evaluation document.

Signatures:

________________________________________            Date: _________________
Instructor’s Appropriate Administrator

________________________________________            Date: _________________
Instructor

(The faculty member’s signature does not indicate concurrence or acceptance of the information in this assessment, but it does indicate the faculty member has seen the assessment.)
APPENDIX D.4
Faculty Performance Assessment System
Improvement Plan Form

Faculty ___________________________________________ Date __________________

Type of Plan (check one):

☐ Informal  ☐ Formal  ☐ Final

I. List the specific items that require improvement.

II. For each item in Part I, define the conditions (including timelines) required to determine that this improvement plan has been satisfactorily completed.

III. List the corrective actions, and corresponding timelines, that the faculty member must undertake in order to meet each of the conditions listed in Part II.
Signatures:

Faculty _______________________________ Date ____________

Appropriate Administrator __________________________ Date ____________

VP of Instruction ___________________________ Date ____________

VP of Human Resources __________________________ Date ____________

COMPLETION OF THE PLAN

The following agree that the above plan was satisfactorily completed as of __________(date).

Faculty _______________________________ Date ____________

Appropriate Administrator __________________________ Date ____________

VP of Instruction ___________________________ Date ____________

FAILURE TO COMPLETE THE PLAN

The following have determined that the above plan was not satisfactorily completed.

Appropriate Administrator __________________________ Date ____________

VP of Instruction ___________________________ Date ____________
The instrument to be used by students to assess all instructors (except those teaching ABE and ESL 010 through 050) shall be the current version of the IDEA Center instrument titled:

**SURVEY FORM—STUDENT REACTIONS TO INSTRUCTION AND COURSES.**

Due to copyright protections, that form is not reproduced in this agreement, but a faculty member can ask the appropriate administrator for a preview copy.
APPENDIX D.5.2
Faculty Performance Assessment System
Student Assessment of Instructor
ESL 010/020

Teacher’s Name _________________________________   Date _____________________

Course Number: ESL 010   ESL 020 (Circle One)   Quarter _________________

TO THE STUDENT:

Please put an “X” in the blank in the % column that best says what you think.

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<thead>
<tr>
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<th>😊</th>
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</thead>
<tbody>
<tr>
<td>1. The teacher is on time.</td>
<td>0%</td>
<td>25%</td>
</tr>
<tr>
<td>2. The teacher helps me.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. The teacher likes to teach the class.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. The teacher listens to the students.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. The teacher is a good teacher for me.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. I understand the class work.</td>
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<tr>
<td>7. I can ask the teacher questions.</td>
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<tr>
<td>8. The teacher has class papers, books and homework for the students.</td>
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<tr>
<td>9. I am learning more speaking, listening, reading and writing in this class.</td>
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<tr>
<td>10. I like this class.</td>
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</tbody>
</table>
Teacher’s Name _________________________________   Date _____________________

Course Number: ESL 030  ESL 040  ESL 050 (Circle One)

Quarter __________

TO THE STUDENT:

Please put an “X” in the blank in the % column that best says what you think.

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<tr>
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<th>0%</th>
<th>25%</th>
<th>50%</th>
<th>75%</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Never</td>
<td>Rarely</td>
<td>Sometimes</td>
<td>Usually</td>
<td>Always</td>
</tr>
<tr>
<td>1. The teacher comes to class on time.</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>2. The teacher helps me learn and answers my questions.</td>
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<tr>
<td>3. The teacher likes to teach the class.</td>
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<tr>
<td>4. The teacher listens to the students.</td>
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<tr>
<td>5. The teacher is a good teacher for me.</td>
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<td>6. I understand the class work.</td>
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<td>7. I can ask the teacher questions.</td>
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<tr>
<td>8. The teacher has class papers, books, and homework for the students.</td>
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<tr>
<td>9. I am learning more about speaking, listening, reading and writing in this class.</td>
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<tr>
<td>10. I like this class.</td>
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</tbody>
</table>
**APPENDIX D.5.4**  
**Faculty Performance Assessment System**  
**Student Assessment of Instructor**  
**Adult Basic Education**

Teacher’s Name _________________________________ Date _____________________  
Course Number: ________________________________ Quarter __________________

**TO THE STUDENT:**

Please rate the following items on a scale of 1-5, with 1 being poor and 5 being excellent performance. Put an “X” in the blank of the number column you choose.

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
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<tr>
<td></td>
<td>Never</td>
<td>Rarely</td>
<td>Sometimes</td>
<td>Usually</td>
<td>Always</td>
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<tr>
<td>1.</td>
<td>The teacher begins and ends class on time.</td>
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<tr>
<td>2.</td>
<td>The teacher has helpful materials.</td>
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<tr>
<td>3.</td>
<td>The teacher helps me learn and answers my questions.</td>
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<tr>
<td>4.</td>
<td>The teacher gives clear explanations of the lessons.</td>
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<tr>
<td>5.</td>
<td>The teacher corrects and returns assignments and tests promptly so that I can learn from them.</td>
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<tr>
<td>6.</td>
<td>The teacher is a good teacher for me.</td>
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<tr>
<td>7.</td>
<td>I understand the material, the assignments, and the lessons.</td>
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<tr>
<td>8.</td>
<td>This class helps me reach my learning goals.</td>
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<tr>
<td>9.</td>
<td>I am free to ask questions.</td>
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</tr>
<tr>
<td>10.</td>
<td>I enjoy this class.</td>
<td></td>
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</table>
APPENDIX E.1
Tenure Process and Operating Procedures
See Article 8

APPENDIX E.2
Appointment Review Committee for

(Probationer)

MINUTES
(Two meetings per quarter with probationer; one meeting per quarter without probationer.)

Date: ____________________________

Members Present:

_____________________________________________________________________

Members Absent:

_____________________________________________________________________

Probationer in Attendance:     Yes _____       No _____

SUMMARY OF ACTIONS TAKEN:
(Items discussed, reports or evaluations received by committee or requested from committee members or others, student evaluations arranged or reviewed, classroom visitations arranged, strengths and weaknesses discussed.)

Chairperson: ____________________________  Date: _______________

cc: Committee members
    Probationer
QUARTERLY PROGRESS REPORT

Probationer’s strengths and achievements:

Probationer’s areas needing improvement (complete E.4):

Chairperson: _______________________________ Date: ________________

Probationer: _______________________________ Date: ________________
(Probationer)

PROGRAM FOR IMPROVEMENT
(Fill out in narrative form, as concisely and specifically as possible.)

Areas Needing Improvement:

Initial Conference with Probationer (Date _________________):

Plan to overcome area(s) needing improvement:

Follow-up Conferences and Dates:

(Use extra sheets as necessary.)

Chairperson: _______________________________ Date: ______________

Probationer: _______________________________ Date: ______________
APPENDIX E.5
Appointment Review Committee for

(Probationer)

QUARTERLY CHECK LIST FOR ______________________ QUARTER ____________
(Submit to Office of Instruction 20 working days after probationer’s first quarter, and at the end of each subsequent quarter with the portfolio.)

Committee Chair: __________________________________________________________________

Committee Members: __________________________________________________________________

1. Minutes Attached (Dates of Meetings): ____________________________________________

Reports Attached (as appropriate):

2. Quarterly Progress Report (E.3) __ __
   Yes No

3. Peer or Committee member observations __ __
   Yes No

4. Program for Improvement (E.4) __ __
   Yes No

5. Appropriate Administrator’s Report (2nd, 5th and 7th quarters only) __ __
   Yes No

6. Current Resume or Vitae (1st quarter only) __ __
   Yes No

7. Annual Self Evaluation (2nd, 5th and 7th quarters only) __ __
   Yes No

8. Student Evaluations (beginning with 2nd quarter) __ __
   Yes No

9. Quarterly Self-reflection (beginning with 2nd quarter) __ __
   Yes No

10. Evidence of professional development, service to the college/community __ __
    Yes No
APPENDIX E.6.A
Faculty: Instructor

PROBATIONER RESPONSIBILITIES FOR

(The probationer’s appropriate administrator should mark the assigned responsibilities with an “X” in the space provided and put “N/A” for those not assigned.)

6.11 Management of Learning:

1. Preparation and delivery of teaching/learning activities, including day-to-day in-class activities and curriculum/course adjustments.

2. Instruction of courses in accordance with the course syllabus, approved student learning objectives, college catalog, and quarterly course schedules.

3. Evaluation of student academic work.

4. Advising students in their courses and programs and making referrals as necessary.

5. Maintaining regular office hours for consultation with classroom students.

6. Assisting students in obtaining College services needed for educational decision-making and success.

6.12 Management of Information

1. Participating with the appropriate administrator in one’s own assessment.

2. Maintaining department and student records.

3. Providing input into department/division/college matters.

4. Providing input into the departmental budget process.

5. Submitting final grades by the designated deadline.

6. Recommending to the College that students have met the program requirements of their diploma, certification, or degree program.

6.13 Professional Development

1. Staying current in professional tools and techniques.

2. Maintaining certification and/or licensure required in the performance of the faculty member’s assignment.
3. Keeping abreast of literature and methods within their discipline.

4. Participating in college-wide in-service activities.

**6.14 Service to the College/Community**

1. Maintaining professional working relationships with students, colleagues, and other College personnel.

2. Supervising assigned classified personnel.

3. May provide, by mutual agreement, other service to the college/community.

**Reassigned Time**

Perform the following duties as assigned:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Date: _________________

Probationer’s Appropriate Administrator

Date: _________________

Probationer

Date: _________________
APPENDIX E.6.B
Faculty: Counselor

Probationer Responsibilities for ____________________________

(The probationer’s appropriate administrator should mark the assigned responsibilities with an “X” in the space provided and put “N/A” for those not assigned.)

Management of Learning:

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<tr>
<th></th>
<th>1. Providing educational, career and short-term personal counseling, and crisis intervention for individuals and groups.</th>
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<tr>
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<td>2. Referring students to college services, community agencies and other professionals as appropriate.</td>
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<td>3. Advising students regarding student services processes, course selection, career opportunities, etc.</td>
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<td>4. Advising faculty, staff, and administrators on issues related to student development and retention.</td>
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<td>5. Administering and interpreting individual and group tests.</td>
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<td>6. Providing workshops, seminars, and/or orientations for student development and retention.</td>
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Management of information

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<tr>
<th></th>
<th>1. Participating with the appropriate administrator in one’s own assessment.</th>
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<td>2. Maintaining department and student records.</td>
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<td>3. Providing input into department/division/college matters.</td>
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<td>4. Providing input into the departmental budget process.</td>
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<td>5. Submitting final grades by the designated deadline.</td>
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<td>6. Recommending to the College that students have met the program requirements of their diploma, certification, or degree program.</td>
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Professional development

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<th>1. Staying current in professional tools and techniques.</th>
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<td>2. Maintaining certification and/or licensure required in the performance of the faculty member’s assignment.</td>
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</tbody>
</table>
3. Keeping abreast of literature and methods within their discipline.

4. Participate in college-wide in-service activities.

Service to the College/Community

1. Maintaining professional working relationships with students, colleagues, and other College personnel.

2. Supervising assigned classified personnel.

3. May provide, by mutual agreement, other service to the college/community.

Reassigned Time

Perform the following duties as assigned:

______________________________________________________________

______________________________________________________________

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______________________________________________________________

Date: ___________________

Probationer’s Appropriate Administrator

Date: ___________________

Probationer
APPENDIX E.6.C
Faculty: Library /Media Specialist

Probationer Responsibilities for ____________________________________________________
(The probationer’s appropriate administrator should mark the assigned responsibilities with an “X” in the space provided and put “N/A” for those not assigned.)

Management of Learning:

_______ 1. Providing information resources, reference, and search services to the college.
_______ 2. Providing information competency to individuals and groups.
_______ 3. Providing orientation and instruction in the use of library/media center resources and services.
_______ 4. Developing library collections.
_______ 5. Providing media services in support of instruction.
_______ 6. Advising the college of new materials, equipment, and technologies as they become available.
_______ 7. Supervising a library unit or units, such as acquisitions, cataloging, etc.
_______ 8. Managing computer technology in support of library / media services.

Management of information

_______ A. Participating with the appropriate administrator in one’s own assessment.
_______ B. Maintaining department and student records.
_______ C. Providing input into department/division/college matters.
_______ D. Providing input into the departmental budget process.
_______ E. Submitting final grades by the designated deadline.
_______ F. Recommending to the College that students have met the program requirements of their diploma, certification, or degree program.

Professional development

_______ A. Staying current in professional tools and techniques.
B. Maintaining certification and/or licensure required in the performance of the faculty member’s assignment.

C. Keeping abreast of literature and methods within their discipline.

D. Participating in college-wide in-service activities.

Service to the College/Community

A. Maintaining professional working relationships with students, colleagues, and other College personnel.

B. Supervising assigned classified personnel.

C. May provide, by mutual agreement, other service to the college/community.

Reassigned Time

Perform the following duties as assigned:

________________________________________________________________________

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Probationer’s Appropriate Administrator

Date: _________________

Probationer

Date: _________________
**APPENDIX E.6.D**

Appointment Review Committee Checklist

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<th>ITEMS TO INCLUDE IN FILE</th>
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<th>3rd Qtr</th>
<th>4th Qtr</th>
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<td>1.c. Quarterly Meeting 3 minutes</td>
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<td>3. Peer or committee observations</td>
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<td>5. Administrative Evaluation</td>
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<td>8. Quarterly student evaluations</td>
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<td>10. Evidence of professional development, service to the college/community</td>
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<td>11. Committee recommendation</td>
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*Thirty days before the third regularly scheduled Board of Trustees meeting of the quarter.

**Oversight of process:**

File to Vice President of Instruction: ____________________

File to President: ____________________

File to Board of Trustees: ____________________

Revised 12-2-08

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APPENDIX F.1.
Professional Leaves

The College grants sabbatical leaves to tenured faculty in order to help accomplish the College’s educational mission. The purpose of a sabbatical leave shall be to improve the professional skills of the faculty member through study, research, and creative work activities could include (but not limited to) study, travel, writing, work on advanced degrees, return to industry, or any other activity (i.e. workshops, conferences, seminars) that will accomplish the goal of professional development of the faculty member or the goal of program improvement, both in ways which serve the interests of the College.

APPENDIX F.2.
Ranking Priorities

The professional leave committee shall rank all applications for sabbatical leave based on the following three criteria:

A. Whether other faculty are available to fulfill the applicant’s duties during their requested period of absence.

B. Whether, and to what extent, the applicant’s proposal promotes individual improvement, professional growth and/or the interest of the College. The following may be considered (but should not be determined exclusive) in determining merit under this criterion:
   1. Value of project or plan in relationship to applicant’s instructional responsibilities;
   2. Value or project or plan in relationship to goals and mission of the College (and College);
   3. Ability of applicant to achieve goals of project or plan based on past experience and academic background;
   4. Applicant’s need for new or additional knowledge in subject field to be studied;
   5. Applicant’s need for new or additional knowledge/skills in pedagogy and/or instructional technology;
   6. Whether the proposal consist of work toward an advanced degree;
   7. Evidence of support from other organizations, institutions or foundations (or persons associated with the proposed project or plan).

C. Length of time since applicant’s last sabbatical leave (or enhancement leave under the previous contract).

If an application for sabbatical leave proposed two or three quarters, the Professional Leave Committee shall rank each quarter of the request so that a request for multiple quarters of sabbaticals may be approved in whole or in part.
APPENDIX F.3.
Application for Sabbatical Leave

When completing your application, indicate the proposed time frame for the proposed activities. If travel is part of your proposal, include a tentative itinerary.

NAME: ________________________________________________________________

DATE OF LAST PROFESSIONAL LEAVE:
Quarter(s) ___________________ Year(s) ___________________

CHECK ALL QUARTERS FOR WHICH YOU ARE APPLYING:
_____ FALL  _____ WINTER  _____ SPRING

1. Please provide a short title and summary of your leave proposal (one to two sentences):

2. Have you been notified by the College President that because of potential program change, program reduction, or program termination you may not effectively be assigned? (per Negotiated Agreement Article 12.55)
   _____ NO  _____ YES  (Attach a copy of notice letter.)

3. Please attach a detailed proposal describing your proposed leave activities and how your leave will promote individual improvement, professional growth and/or the interest of the College. The following may be considered (but should not be determined exclusive) in determining merit under this criterion:
   a. Value of project or plan in relationship to applicant’s instructional responsibilities;
   b. Value of project or plan in relationship to goals and mission of the College (and College);
   c. Ability of applicant to achieve goals of project or plan based on past experience and academic background;
   d. Applicant’s need for new or additional knowledge in subject field to be studied;
   e. Applicant’s need for new or additional knowledge/skills in pedagogy and/or instructional technology;
   f. Whether the proposal consists of work toward an advanced degree;
      If you propose work on an advanced degree or additional coursework, please complete the following:
      i) Institution planning to attend:
         Degree or coursework proposed:
         Date degree or coursework anticipated to be completed:
   g. Evidence of support from other organizations, institutions or foundations (or persons associated with the proposed project or plan).

If you are proposing a multiple-quarter professional leave request, please provide a quarterly timeline of the activities in which you will be engaged.
APPENDIX F.4.
Sample Calendar

Professional Leave Calendar

By November 1: The Vice-President of Instruction provides the Professional Leave Committee with a list of courses, programs and projects that support strategic initiatives or improve the quality of instruction and/or student services.

By November 1: The College President or designee shall call the first annual meeting of the Professional Leave Committee. The committee shall elect a chairperson at the first meeting, and review leave reports from the prior academic year.

By November 8: The Professional Leave Committee will distribute leave application information, including a leave application calendar, to all tenured faculty members.

By December 1: The applicant for professional leave shall submit a written proposal to their appropriate administrator for relevant input, and the administrator shall discuss the proposal with the applicant.

By 10 working days from date received: The administrator shall provide the applicant with a completed administrative input form.

By the first day of the second week of winter quarter: The applicant shall submit the final version of the proposal and administrative input form to the Office of Instruction.

By January 31: The Professional Leave Committee shall conduct at least one interview with each applicant before evaluating and ranking the written proposals.

By February 1: The Professional Leave Committee shall recommend leave proposals to the College President.

By March 30: The decision to grant or deny professional leave shall be made by the Board of Trustees and that decision forwarded to the applicants.

Recipients of professional leave shall submit a written report and/or evaluation concerning their leave activities to the Professional Leave Committee by the end of the first quarter after returning.
APPENDIX F.5.
Professional Leave Application Administrative Input

Applicant’s Name: ____________________________________________________________

Date proposal received: ______________________________________________________

As the applicant’s appropriate administrator, please complete the following questions and return this
form to the applicant within 10 working days from date received, after meeting with the applicant to
discuss his/her application.

A. Are faculty available to fulfill the applicant’s duties during the
 requested period of absence?      _____NA      _____YES      _____NO

B. Please comment on each of the following areas.
   1. Value of project or plan in relationship to applicant’s instructional responsibilities.
   2. Value of project or plan in relationship to goals and mission of the College (and College).
   3. Ability of applicant to achieve goals of project or plan based on past experience and academic
      background.
   4. Applicant’s need for new or additional knowledge in subject field to be studied.
   5. Applicant’s need for new or additional knowledge/skills in pedagogy and/or instructional
      technology.
   6. Whether the proposal consists of work toward an advanced degree.
   7. Evidence of support from other organizations, institutions or foundations (or persons associated
      with the proposed project or plan).

Date applicant and administrator met: _________________________

Date application returned to applicant: ________________________________

Optional Comments:

Appropriate Administrator’s Signature: __________________________________________
The College President shall receive the recommendations of the Professional Leave Committee and shall submit those recommendations as received to the Board of Trustees in a timely manner. The Professional Leave Committee and all recommended leave applicants shall receive copies of written administrative recommendations to the Board of Trustees.

### Recommendations of the Professional Leave Committee (in descending order)

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<th>Name</th>
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The following do not qualify for a leave.

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APPENDIX F.7.
Need for Additional Qualified Faculty

If the College President has determined that a faculty member cannot effectively be assigned because of potential program change, program reduction, or program elimination, the College President shall immediately advise the faculty member so affected. At the same time, the College President shall provide to the faculty member a list of those programs or disciplines that may need additional qualified faculty. Such affected employees shall need tentative approvals from the appropriate administrators before proposing retraining in a given area on that list.

1. Applicant’s Name: ___________________________________________________________

2. Date of College President’s notifications: ________________________________
   (Attach a copy of notification.)

3. Proposed Relocation Department/Discipline: _______________________________

4. Proposed Department Administrator’s Name: _______________________________

Item (5) needs to be completed by the appropriate administrator in the department to which you wish relocation.

PROPOSED RETRAINING IS: _____ ACCEPTABLE   _____ NOT ACCEPTABLE

5. Appropriate Administrator Initials: _______________________________

APPENDIX F.10 SHOULD BE RETURNED TO THE APPLICANT. THE APPLICANT SHOULD THEN SUBMIT IT (WHEN APPLICABLE) AS PART OF HIS/HER LEAVE APPLICATION TO THE PROFESSIONAL LEAVE COMMITTEE.
APPENDIX G
Exceptional Faculty Awards

PURPOSE: Exceptional faculty awards are made to faculty who demonstrate exceptional, noteworthy accomplishments in carrying out their professional activities. The awards granted are to enable recipients to pursue opportunities for individual professional development, promoting exceptional student outcomes, and program enhancement at Everett Community College. The Exceptional Faculty Award program is an ongoing program funded by state and Foundation money and is not intended to replace existing awards.

ELIGIBILITY: Full-time and associate faculty who have completed at least two FTE years of academic employment for the College may apply or be nominated individually or collectively. An award recipient can not submit a new application for a period of three years subsequent to that award.

AWARD AMOUNT: The screening committee shall recommend up to $5,000 for each individual or group award recipient

AWARD PROGRAM CRITERIA: The application essay will demonstrate that the nominee will have met ONE or more of the following criteria:

A. Exceptional professional accomplishments and contributions to one’s discipline:
   • Praiseworthy scholarly, academic or technical contributions to one’s field.
   • Leadership in and extensive service to professional organizations.
   • Recognition by professional peers.
B. Exceptional classroom performance and student impact:
   • Creation of a classroom environment that motivates students in learning, critical thinking and creative discourse.
   • Innovation and currency in pedagogy and content in the classroom.
   • Exemplary mentoring and special assistance to students.
   • High levels of empathy for and inclusiveness of all students in various campus settings.
   • Extensive leadership and service in student and community groups, especially those promoting diversity.
C. Exceptional professional contributions to the college or to the community:
   • Outstanding service to the college or community beyond her/his contractual duties.
   • Innovative leadership in campus and community groups and organizations.
EXCEPTIONAL FACULTY AWARDS

APPLICATION FORM

Name of Exceptional Faculty Member(s): ___________________________________________ 

Explain in a two- to three-page essay why you or your nominee(s) should be awarded an Exceptional Faculty Award. Awards will be based on the ability of the nominator to clearly demonstrate that the nominee(s) has (have) met one or more of the award program criteria in an extraordinary manner.

Please attach this sheet to the front of the essay.

Application forms are due in the Human Resource Office by April XX, 200X.
APPENDIX H
Faculty Departments

All faculty of the College shall be assigned to one of the following departments:

Adult Basic Education
Advanced Manufacturing
Arts & Journalism
Aviation Technology
Business/Business Technology
Chemistry
CIS: Computer Information Systems
Communication Studies
Cosmetology
Counseling, Human Development, and Human Services
Criminal Justice
Developmental Education
Early Childhood Education
Education
Engineering/Computer Science
English
Fire Science
Library Media Services
Life Sciences
Mathematics
Medical Coding
Medical Transcription
Nursing
PE, Health & Wellness
Physical Sciences
Social Sciences
Welding and Fabrication
World Languages