

**Agreement By and Between the Board of Trustees of Everett Community
College and AFT Everett Higher Education Local 1873, AFT, AFL/ CIO**

Effective Date: July 1, 2022
Expiration date: June 30, 2025

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Glossary

Academic Year

Academic Year shall mean that period of time extending from the beginning of the Summer Quarter through the end of the following Spring Quarter. (See also: Regular Academic Year.)

Administrative Appointment

Administrative Appointment shall mean employment in a specific administrative position as determined by the appointing authority.

Appointing Authority

The Appointing Authority shall mean the Board of Trustees of Everett Community College.

Appointment Review Committee (ARC)

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.

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 of authority up through the administrative organization of the College.

Associate Faculty

An Associate Faculty member is employed on a part-time contract. Part-time employment carries no right of subsequent employment and is not applicable toward tenure.

College President

College President shall mean the College President of Everett Community College.

Faculty Appointment

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 head or administrators have had or do have status as a Teacher, Counselor, or Librarian.

Faculty Peer

A Faculty Peer shall mean an individual holding a Tenured Faculty appointment.

Full-time

Full-time shall mean assignment to a full load during each regular academic year.

Full-time Faculty

A full-time faculty member is employed on a full-time contract. Full-time faculty will be hired as Temporary, Probationary, or Tenured Faculty.

Full-Time Temporary Faculty

A full-time temporary faculty member is employed on a full-time annual contract. Temporary employment carries no right of subsequent employment and is not applicable toward tenure.

Hearing Officer

A Hearing Officer is an impartial appointee of the Board of Trustees charged with overseeing Dismissal Review Hearings. (See [Article 19.70](#))

Non-Renewal

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.

Program Advisor

Faculty assigned to provide discipline-specific academic and career guidance to students.

Probationary Faculty

A Probationary Faculty member is employed on a full-time contract. Probationary employment is subject to the appointment review process and the provisions of probationary status contained in [Article 8](#) and [Appendix H](#) of this Agreement.

Probationary Faculty Appointment

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.

Probationer

Probationer shall mean any individual holding a Probationary Faculty appointment.

Regular Academic Year

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.

Sabbatical Leave

A type of professional leave designed to promote individual professional improvement and serve an interest of the College.

Senior Associate Faculty

A Senior Associate Faculty member is an Associate Faculty member who has satisfied the requirements of [Article 7](#).

Tenure

Tenure shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.

Tenured Faculty

A Tenured Faculty member is employed on a full-time contract. Tenured employment means appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.

Article 1: Collective Bargaining Agreement

1.10 Copies of the Agreement

The College agrees to provide this Agreement in an accessible format that complies with the Americans with Disabilities Act (ADA) on its public website. The College agrees to regularly update Appendix F and to make additional Letters of Agreement/Memorandums of Understanding/Contract Administration Committee Agreements accessible to all faculty online as well.

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 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 workforce 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 sections(s) or provisions(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 the 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 statement 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 July 1, 2022 and shall continue in effect until the 30th day of June 2025. During the period of negotiations, this Agreement shall remain in force.

- A. The College and AFT agree to reopen Article 5, Appendix A-E for year 2023/2024 no sooner than January 1, 2023 and no later than March 31, 2023 at the request of either party.
- B. The College and AFT agree to reopen Article 5, Appendix A,-E for year 2024/2025 no sooner than January 1, 2024 and no later than March 31, 2024 at the request of either party.

- C. Either party may request negotiations for a successor agreement by notifying the other party in writing no sooner than September 1, 2024 and no later than January 31, 2025.
 - 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.
- D. The Federation reserves the right to reopen Appendices A through E 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 through E may be reopened for the purposes 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.
- E. Changes to all Appendices other than A through E may be made by the Contract Administration Committee.

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 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 the 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 membership in the Federation, 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 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. When faculty provide the College with a written authorization to deduct from each paycheck Federation dues, 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.

2.40 Federation Use of College Resources

- A. 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.
- B. College communication services
The Federation may use the College communication services, email and faculty mailboxes 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.
- C. Other 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 \$150 per year which shall be deemed to cover all such costs. The Federation also agrees to pay for the actual costs of all materials, supplies and charges incidental to such use.
- D. 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 Representatives

- 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 the 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 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 the Agreement.

2.60 Contract Administration Committee

- A. Representatives of the Federation and the College will meet on a mutually agreed upon date, place, time at least once every calendar month of Fall, Winter, and Spring quarters for the purpose of reviewing the administration of the Agreement in force and attempting to resolve problems having an impact in 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. Neither party shall have more than five (5) CAC representatives.
- E. All attendees will be current College employees unless mutually agreed upon.

2.70 Board of Trustee Meetings

- A. The Federation shall be furnished with electronic copies of minutes, agendas, and related study materials at the same time and in the same form as those furnished to 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 shall, within 7 business days of a new faculty member being hired, 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 meetings of all faculty, the President of the Federation or 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 workforce are vested exclusively with the College subject to the terms and conditions of this Agreement.

Article 4: Selection and Appointment of Faculty

4.10 Diversity in Hiring

The College and the Federation are committed to the goal of increasing diversity of the College's faculty. Academic employee vacancies shall be filled in accordance with the College's policies, regulations and the nondiscrimination provision of this Agreement. Position requirements will place the highest priority on addressing student needs and will include an expectation for advancing department, division, and institutional strategic goals which include increasing the diversity of our faculty.

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 processes.
- B. The chairperson of each screening committee shall be trained in College hiring procedures.
- C. Screening committee members shall be required to sign a confidentiality agreement, and shall maintain confidentiality with respect to the hiring process.
- D. The screening committee shall recommend to the appropriate administrator the minimum qualifications for each vacant position when the College decides it is to be filled. In cases where positions must be posted before screening committees are fully formed, the College will seek input from a division or department representative.
- E. Final approval of the position qualifications rests with the College.
- F. The College shall advertise full-time vacancies as widely as necessary to obtain a diverse pool of candidates.
- G. The department in which the vacancy exists shall appoint one full-time faculty member from the department, if available, to serve on the screening committee.
- H. Each screening committee shall determine its own interview questions and rating standards. Screening committees shall determine the interview format and interview questions following the parameters set by the College.
- I. The screening committee shall also determine the candidates to be interviewed.
- J. The screening committee shall recommend candidates to be hired to the appropriate administrator.
- 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 designated hiring administrator or designee, with the assistance of designated 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 designated faculty, shall, except in emergency situations, follow the College's screening and selection process to 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 candidate to fill the associate position within 30 working days before the start of the quarter, 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 Full-time Faculty Contracts

- A. All full-time faculty shall be notified annually of contract renewal and updated regarding the following:
 1. The workload or percent of full-time assignment as appropriate;
 2. The salary;
 3. The beginning and ending dates of the assignment period;
 4. The total number of days of the assignment period;
 5. The choice as to the number of equal payments made to the employee.
- B. During Spring Quarter, the College shall provide this information to each full-time faculty member on or prior to the Friday before Exam Week for the ensuing academic year of assignment, pursuant to the State budget process.

4.50 Associate Faculty Notice of Intent to Employee

- A. Associate Faculty shall receive notice of class assignments as far in advance of the start of the quarter as possible.
- B. Notice shall be received by the Associate Faculty member no later than one week before the start of the class.

4.60 Associate Faculty Compensation for Cancellation

- A. Associate Faculty shall be notified of class cancellation as soon as is practical.
- 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. \$200 per course if the course is canceled or reassigned less than one week before the scheduled start of the quarter and the faculty member does not receive a replacement assignment;
 - 2. \$200 per course plus the salary for the percentage of the course taught for courses canceled on or after the first day of the quarter.

4.70 Reassign Time

Within 30 days after the start of the assignment, faculty with reassigned time under [Article 17.90](#) shall receive a written statement regarding the assigned duties, the percentage of reassigned time, and the starting and ending date. In cases where delivery of this statement may be delayed, the Federation shall be notified promptly.

4.80 Authority of the Board of Trustees

Nothing in this Article limits the authority of the Board of Trustees with respect to hiring faculty.

Article 5: Compensation

5.10 Salary

The salary schedule for Full-time Faculty shall be in [Appendix A](#).

The salary schedule for Full-time Temporary Faculty shall be in [Appendix B](#).

The salary schedule for Senior Associate Faculty shall be in [Appendix C](#).

The salary schedule for Associate Faculty shall be in [Appendix D](#).

All other salary information shall be in [Appendix E](#).

5.20 Returning to Bargaining Unit

A Tenured Faculty member who is currently serving as an administrator who returns to the bargaining unit shall be placed at the appropriate salary in accordance with the employee's number of years of full-time faculty contracted service to the College.

5.30 Salary Increases

- A. Faculty shall qualify to receive increments shown in Appendices A through D.
- B. All calculations for salary increases shall be as of June 30 to be applied for salary increases the following academic year, including summer quarter.
- C. Each academic year's salary, after all applicable increases, shall constitute the new salary base for that faculty member upon which the following year's salary increases are calculated.
- D. A faculty member who has been granted tenure shall receive a salary adjustment as shown in Appendix A.
- E. A faculty member with a doctoral degree shall receive a salary adjustment as shown in Appendix A.
- F. All funds allocated by the SBCTC for general salary increases and COLAs shall be distributed as a percent of base salary to all applicable faculty.

5.40 Support of Tenure Lines

The College and the Federation agree that full-time faculty are crucial to student success and the College will endeavor to increase the ratio of full-time to part-time faculty. The College will hire new tenure track faculty to ensure the maintenance of a minimum of the 5-year historical percent of total FTEs taught as part of contracted full time loads plus 1%. The Contract Administration Committee shall review data and calculate FTE ratios by the end of Spring quarter each year in order to make hiring recommendations for Fall posting (with the first calculation of this contract cycle taking place in July of 2022).

5.50 Pay

- A. Pay for all faculty shall be available on the 10th and 25th of each month. Exceptions due to holidays, weekends, and closures shall be posted on the College website.
- B. Full-time faculty shall receive their first paycheck on September 25.
- C. 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.
- D. 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.

5.51 Payroll Deductions

The College shall provide payroll deductions as per [RCW 41.04.230](#).

5.60 Insurance Benefits

- A. The College shall pay the base benefits rate determined every six months by the Public Employee Benefits Board (PEBB) for each eligible employee.
- B. 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.

- C. 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 their 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 a full-time teaching 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 workload may participate at their own expense in the College's insurance and health programs pursuant to rules and regulations of the PEBB.

5.70 Unemployment Compensation

- A. The College shall continue to provide unemployment compensation coverage for every full-time and part-time faculty as required by statute.
- B. For purposes of reporting hours to State Employment Services for *all* full-time faculty, the College shall report the number of weeks worked times 40, regardless of mode/load.
- 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, including Labor & Industry/Worker's Compensation for every full-time and part-time faculty 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 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 voluntary 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 6.60, all leaves covered in Articles 6.20, 6.70, and 6.80 shall first be deductible from accumulated compensable days.

6.20 Sick Leave Accrual

- A. A Full-time faculty member shall be credited with 96 hours 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 8 hours of sick leave per month during Fall, Winter, and Spring Quarters.
- C. Associate faculty and Senior Associate faculty are eligible to accrue sick leave on a pro rata basis calculated using this formula: 6 hours per month multiplied by percent of assigned FTE up to a 1.0, with each quarter being calculated as three months in length.
- D. Full-time faculty teaching in Summer Quarter shall accrue sick leave on a pro rata basis calculated using this formula: 8 hours per month multiplied by percent of assigned FTE up to a 1.0, with Summer quarter being calculated as two months in length.

6.30 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 sick leave for full-time faculty, faculty shall report the number of work hours missed.

6.40 Sick Leave Notice

- A. Sick leave shall be reported by the faculty member to the appropriate administrator or designee at the beginning of the absence, and daily thereafter unless other arrangements are made.
- B. When an absence due to reasons of health is foreseeable, a faculty member shall notify the appropriate administrator in writing of the beginning date and expected duration of each absence.
- C. A licensed health care provider's statement may be required regarding any illness/injury leave lasting more than five consecutive contract days, as the absence may qualify for Family Medical Leave under 6.150.

6.50 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 beneficiary or 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 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 a 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.

6.60 Bereavement Leave

- A. Faculty shall receive up to seven (7) days of paid bereavement leave for each death in the faculty member’s family or household.
- B. This leave shall not be deducted from the faculty member’s sick leave balance.
- C. Notification must be provided to the appropriate administrator.
- D. In addition to the seven days described above, faculty may also use any existing sick leave or personal days in the case of bereavement.

6.70 Emergency Leave

Leave with pay for other emergencies may be granted with the approval of the appropriate administrator. Emergency leave will be deducted from sick leave balances.

6.80 Parental/Elder Care Leave

- A. Faculty shall be entitled to up to 10 days of paid leave annually for the particular absences under FMLA as described below.
 1. For the purposes of bonding with the new child for birth parents, adoptive parents, or foster parents.
 2. Care of an elder member of the faculty member’s immediate family or household.
- B. Additionally, faculty may use sick leave for any leave beyond the 10 days described in 6.80 (A) above.

6.90 Shared Leave

- A. Faculty members are eligible to participate in the College’s leave sharing program as provided for in state statute and College procedures.
- B. Individuals requesting shared leave shall submit their requests to the Human Resource office.

6.100 Worker’s Compensation

The College agrees to maintain maximum allowable coverage of on-duty accidents under Workers’ Compensation Legislation for all faculty.

6.110 Jury Duty

- A. All faculty shall be granted paid leave to serve as witnesses at trials or as jurors, provided they are not the plaintiff, defendant, or subject of the investigation.
- B. Compensation for service is considered de minimus and may be kept by faculty who serve on a jury.
- C. Alternately, faculty may consider donating such compensation to the College Foundation.

6.120 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.

6.130 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 commencing the first day of the contract.
- C. Senior Associate and Associate Faculty who work .666 FTE or more in a quarter shall receive one (1) personal leave day commencing the first day of the quarterly assignment.
- D. Personal leave days are non-accumulative and must be used in the year accrued for Full-time faculty and in the quarter accrued for Associate and Senior Associate faculty.
- 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.

6.140 Family Medical Leave Act (FMLA)

- A. 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.
- B. Family Medical Leave (FMLA) may be requested up to twelve (12) weeks per year as described under the Family Medical Leave Act. A combination of any faculty leave may be used; however, the choice made must be stated in the request. Faculty may contact the HR office for eligibility requirements.
- C. While on leave granted in accordance with Article 6.100 above a faculty member shall have the choice of having their College-paid health insurance benefits continued.
- D. 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:
- E. 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 Employees Benefits Board (PEBB); OR,
- F. The faculty member may pre-pay, to the Human Resources office, the amount due for the employee-paid portion of insurance benefits for the length of the leave.
- G. 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 negotiations.

6.150 Washington Paid Family Medical Leave

The College will pay both the employee and the employer portion of the Washington Paid Medical Leave premium for Associate Faculty only.

6.160 Return to Work After Paid Leave

- A. During leave, the faculty member shall continue to accrue benefits and privileges (e.g., seniority, pension rights, sick leave eligibility) as if the faculty member had remained on active status.
- B. The College shall also keep in force the faculty member's insurance plans.
- C. Excluding leaves granted under Article 12.63, the College agrees to reinstate the faculty member's former position at the end of the leave.
- D. Any salary entitlements that would have been earned on active status shall accrue to the faculty member.

6.170 Leave Without Pay

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:

- A. temporary disability;
- B. professional opportunities, such as study, research, teaching, travel, or work experience;
- C. civic opportunities, such as government service, political office, or military service;

- D. extended family care;
- E. participation in leadership role in a professional or labor organization.

6.171 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.

6.172 Approval for Leave Without Pay

All such leaves require the approval of the Board of Trustees or its designee.

6.173 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](#) and [10](#).
- D. The individual is guaranteed the first opportunity for their position upon return.

Article 7: Senior Associate Faculty

Senior Associate status is awarded to Associate Faculty who meet the standards set forth in this Article. Senior Associates will receive additional compensation per [Appendix C](#) and may receive an annual employment contract. Senior Associates with annual contracts perform additional duties not required by non-senior associate faculty, which are detailed in [Article 14](#).

Associate Faculty members are eligible to begin the Senior Associate application process after completing at least 0.333 load for each of 3 consecutive quarters, not including summer. The programmatic exceptions to the three (3) consecutive quarters requirement may be brought to the Contract Administration Committee (CAC) for consideration (i.e. Fire Science). The Associate Faculty member must also have completed the Associate Faculty Academy.

7.10 Starting the Senior Associate Process

- A. The candidate shall express in writing to the Dean and Human Resources their interest to start the process no later than the 10th working day of the quarter.
- B. The candidate shall request from eLearning the creation of a Canvas portfolio shell in which to maintain evaluations, observations, self-reflections, professional development plans, mentor meeting notes, and other data relevant to successful completion of academic duties as required in this process.
- C. The candidate shall follow the Senior Associate Checklist in [Appendix G](#).
- D. The candidate shall choose a mentor from the list of available faculty mentors provided by the appropriate administrator.

7.20 Quarterly Activities

Each quarter, excluding summer quarter, the candidate shall:

- A. Maintain a minimum .666 load as Associate Faculty for six quarters, excluding summer.
 1. If the faculty member does not maintain a minimum of .666 load for any quarter, that quarter is not counted as one of the six quarters.
 2. If a faculty member is not employed by the College for more than two quarters, excluding summer, during the Senior Associate process, the Associate Faculty member will need to restart the process, unless the Vice President of Instruction or appropriate executive administrator approves an extension.
- B. Update the portfolio and include student evaluations and other relevant information.
- C. Continue consultation with a faculty mentor.
- D. Earn at least satisfactory student evaluations for all areas assessed, for each quarter, for six quarters. Summer is excluded.
- E. Arrange an observation by the candidate's Dean or Associate Dean, scheduled at a time mutually agreeable with the observer and the candidate, and ensuring at least one observation annually for each mode of instruction.
- F. At the end of each quarter, prepare a written, quarterly self-reflection based on the most recent student evaluations, observations, progress on the professional development plan, and discussions/meetings with the candidate's mentor.

7.30 Annual Activities

During the third quarter of the eligibility review process:

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

7.40 Review of Eligibility and Awarding Senior Associate Status

After successful completion of the sixth quarter of the eligibility review process, the candidate shall submit the candidate's portfolio to the Appropriate Administrator.

- A. The appropriate administrator and department head shall review the portfolio.
- B. The appropriate administrator may recommend Senior Associate status to the VPI or designee.
- C. Alternately, the Appropriate Administrator may decline Senior Associate status or recommend additional work.
- D. Notification will be in writing to the Senior Associate candidate, the Human Resources office and the appropriate administrator or designee within 14 calendar days of portfolio submission.

7.50 Appeals

- A. If Senior Associate status is not awarded, 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 Appropriate Administrator and the Department Chair for reconsideration.
OR
 - 2. End Senior Associate process and may 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 appropriate administrator or designee to discuss the situation.

7.80 Annual Contract

- A. Senior Associate status is not a guarantee of continued employment beyond the annual contract.
- B. The benefits and responsibilities of Senior Associate status begin the quarter following the awarding of Senior Associate status, excluding summer.
- C. Before June 30th of each year, the College may offer Senior Associates an annual contract, which shall cover fall, winter, and spring quarters.
- D. If a Senior Associate does not receive an annual contract any assigned courses are paid at the Senior Associate rate with the responsibility of office hours.

7.90 Course Load Assignments

- A. The appropriate administrator shall assign a minimum .667 load to Senior Associates with annual contracts during fall, winter, and spring quarters.
- B. In the event that additional courses are available, the appropriate administrator shall offer them in accordance with [Article 17.10](#).

7.100 Pay

Senior Associates shall be paid at the Senior Associate rate in [Appendix C](#) for up to 1.0 load per quarter. Senior Associates shall be paid at their level of the Associate Faculty rate for loads above 1.0 and summer quarter assignments.

7.110 Maintenance of Senior Associate Status

If a Senior Associate Faculty member does not receive an annual Senior Associate contract for any reason other than for performance/behavior, they will have the right to continue to teach at the Senior Associate rate up to a 1.0 load as courses are available. If an annual contract is awarded the following year, the Senior Associate Faculty member will not be required to repeat the Senior Associate process.

7.120 Senior Associate Responsibilities

Senior Associates responsibilities are listed in [Article 14](#).

7.130 End of Senior Associate Status

Senior Associate status shall end:

- A. upon failure by the Senior Associate to perform the duties of Senior Associate;
- B. or by the Senior Associate's voluntary relinquishment of such status;
- C. or if the Senior Associate does not accept a teaching assignment for two consecutive quarters (not including summer quarter or approved leave), unless employed as a Full-time Temporary Faculty member.

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 Appointment Review Committees (ARC) – Membership

- A. Each probationer shall have a five-member ARC assigned within thirty (30) working days of the start of the first contracted quarter.
- B. Appointment Review Committees shall serve as ad hoc committees until such time as the probationer is either granted tenure or employment in a Probationary Faculty appointment is terminated.
- C. By the seventh working day of the probationary contract, 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 an alternate must be Tenured Faculty.
- D. By the fourteenth working day of the start of the first contracted quarter, 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 start 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 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.

8.40 ARC Duties and Responsibilities

- A. The general duty and responsibility of the Appointment Review Committee shall be to evaluate the probationers, to advise them of their strengths and weaknesses, and to develop plans to improve their performance.
- B. The evaluation process shall place primary importance upon the probationer's effectiveness in the appointment.
- C. ARC members are required to attend the annual ARC training each fall. The College shall offer three different training sessions for a member to choose from to meet the obligated ARC training in the fall.
- D. Annual ARC training presentations will specifically review the following topics:
 - 1. The requirements of Article 8 in the Agreement;
 - 2. The roles and responsibilities of ARC members; and
 - 3. The rights of the probationer to question, challenge, or appeal a recommendation by the ARC.
- E. The VPI and the Federation will meet annually during spring quarter to review and update ARC training materials as needed.

8.50 ARC Annual Recommendation

- A. During the second, fifth and eighth quarters of the tenure process, the ARC and the College President, after reviewing the probationer's tenure portfolio, shall meet and deliberate regarding the probationer's future status with the College.
- B. The ARC shall be responsible for making a recommendation to the Board of Trustees, in accordance with the procedures in Article 8.70, 8.80, 8.90, 8.100 and 8.110, as to whether the probationer shall be:
 - 1. Given a second/third probationary year, or
 - 2. Be terminated by the non-renewal of their probationary status, or
 - 3. Be granted tenure, or
 - 4. Extend the probationary period for one, two, or three quarters beyond the maximum probationary period as provided in [RCW 28.B.50.852](#).
- C. This recommendation shall consist of one report from all the committee members.
- D. The ARC 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.
- E. The ARC must submit their recommendation to the probationer, the College President, and the appointing authority no later than thirty days before the third regularly scheduled Board of Trustees meeting or the probationer's second, fifth, and eighth consecutive probationary quarter.

8.60 ARC Meetings

- A. The College President or designee shall call the first meeting of an ARC within the first forty (40) working days of the start of the first contracted quarter.
- 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 ARC, after the first, shall take place upon the call of the Chairperson.
- E. The ARC 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.

8.70 ARC Evaluative Process

The evaluative process employed by each ARC shall include the stipulations outlined below:

- A. Criteria used in the evaluation shall be based on all appropriate faculty position responsibilities as set forth in [Article 14](#), and shall focus on improving the probationer's effectiveness in the appointment.
- B. Evaluation shall be based partly on first-hand observations of the probationer's performance in the position by the following individuals:

1. The probationer's discipline peer group (A discipline peer is a Tenured Faculty in the same academic discipline as the probationer. If there is not a Tenured Faculty in the same academic discipline, an alternate will be found.)
 2. The probationer's students
 3. The probationer's immediate administrator
 4. A self-evaluation by the probationer
- C. All evaluative judgments shall be written in narrative report form and should be as candid and specific as possible.

8.80 Portfolio

- A. The probationer shall develop a tenure portfolio as detailed in [Appendix H](#) that includes the following:
- B. The ARC shall submit tenure portfolio documents online as part of the quarterly reports required by Article 8.110. Each quarter, the College shall provide access to the digital tenure portfolio to the appropriate administrator or designee, who will review those materials to ensure that all required documents are included and that the tenure process is being properly followed.
- C. Prior to the meetings between the Appointment Review Committees and the College President required by Article 8.60, the College shall provide access to each probationer's complete tenure portfolio to the College President.

8.90 ARC Recommendations for Improvement

When areas needing improvement in the performance of a probationer have been noted by an ARC, 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 ARC 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.

8.100 Quarterly Summary of Performance

- A. Each ARC, as a result of its ongoing evaluation of the probationer, shall quarterly advise the probationer, through the completion of the Administrator Quarterly Progress Report Form in [Appendix H](#), of the progress during the probationary period and receive the probationer's written acknowledgment thereof.
- B. The committee must provide this form 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.
- C. This report shall also include a Probationer Program for Improvement Form if the Administrator Quarterly Progress Report form indicates improvement is needed.

8.110 ARC Records

- A. Appointment review records include all reports filed by the ARC and the files of the ARC.
- 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 part of the personnel file of the faculty member under review, and legal documents required by law/code to be kept on file for six (6) calendar years after the completion of the Appointment Review Process. The fact that these reports may be stored separate from a faculty member's personnel files is deemed consistent with the negotiated Agreement.
- C. The faculty member shall have the same access to the appointment review reports as the personnel file and the same protections as enumerated in [Article 9.12](#).

8.120 Rights and Reasonable Expectations of the Probationer

- A. Communication should be established between the probationer and the ARC so that expectations for observations and evaluations are clear.
- B. The observations should be arranged so that the probationer will be prepared for the visit.

- C. When disagreements occur between the probationer and the ARC and the probationer is unable to resolve the situation, the probationer is encouraged to seek assistance in resolving the disagreement with the Human Resources office and/or the Federation President.
- D. A probationer shall be formally notified of non-renewal by the end of the second, fifth, or eighth quarters of the probationer's probationary period, or any extension of that probationary period.
- E. 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.
- F. In accordance with [RCW 28B.10.648](#), 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.

8.130 Authority of the Board of Trustees

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.

- A. 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.
- B. 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.
- C. The probationary period may extend in accordance with [RCW 28B.50.852](#).

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 solve future problems. The purpose of Academic Freedom is to ensure 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 the faculty member's 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 ensure 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 the assigned 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 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 and Health, Department of Labor and Industries, State of Washington.
- C. Any employee who is given a work assignment which they have reason to believe may be detrimental to the employee's safety or health shall immediately notify the 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 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, except with approval from the Contract Administration Committee.
- B. Security will maintain and publish an accurate map of cameras on campus. Updates to this map shall be shared with the Contract Administration Committee.
- C. 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.
- D. 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.
- E. Security personnel will be trained in privacy issues related to use of security cameras.
- F. Trained security personnel may view security camera recordings in the daily course of business.
- G. Recordings may be viewed by the Designated Student Conduct Officer and/or the Vice President of Human Resources or their designees as part of an official investigation or possible violation of law.
- H. Any investigations will be conducted in conjunction with the appropriate collective bargaining agreement and/or student handbook of investigation procedures, which include particular notice obligations.
- I. 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.
- J. 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 in the following ways:

- A. Current Policy and Procedures 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
- C. All faculty with access to the College's email system and the Federation president shall be notified by email 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.

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 Payroll 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 8.120](#) 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.
 - 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 the faculty member's personnel file and attach such answer(s) to the complaint(s).
- I. A faculty member shall also have the right to attach any other relevant supporting statement(s) and shall have the right to add other material about performance.

- J. The faculty member shall be informed prior to the inclusion of any material in the faculty member's 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 the personnel file only after the faculty member 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. The faculty member's 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 the faculty member's personnel file.
 - 1. A Federation representative or the faculty member's attorney may accompany an employee upon request to review the faculty member's 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, Library, and Entry Advising and College Success 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 for Full-time Faculty

10.10 Maintenance of Seniority Lists

- A. There shall be one seniority list for full-time Tenure/Tenure Track Faculty (Seniority List).
- B. This list will be maintained and updated as needed by Human Resources and will be made available to the faculty on the College's intranet page.

10.20 Determining Seniority List Placement

All Probationary Tenure Track and Tenured Faculty of the College will be placed on the seniority list based on the following:

- A. Those currently employed as Probationary Tenure Track and Tenured Faculty as of the date of this contract will remain on the list in the order that is currently in place.
- B. Those rehired after their employment had been involuntarily terminated under reduction-in-force conditions per [Article 11](#) shall be reinstated at the previous level plus those years of termination. Accrual of seniority shall then continue from the date of rehire. Seniority shall be determined by establishing the start date of the first full-time, tenure track contract for Everett Community College.
- C. In instances where faculty members have the same contract date of tenure track full-time professional service, seniority shall be determined using the following process:
 - a. Within seven (7) calendar days after the first day of the contract, the president of the Federation, or designee, and the Vice President of Human Resources, or designee, shall meet and using a mutually agreed-to method shall randomly assign a number (placement) to each employee.
 - b. The Human Resources office shall notify the affected employees via email of the results of this process within seven (7) calendar days.

10.30 Leaving the Bargaining Unit

- A. When an employee leaves the faculty bargaining unit to accept a position with the College for which the Federation is not the bargaining agent, seniority shall cease to accrue.
- B. If such employee later returns to the bargaining unit with no break in College service, all previous seniority shall be reinstated and seniority shall again accrue.
- C. If there is a break in service at the College seniority will be lost.
- D. The Human Resources office will determine whether a break in service has occurred consistent with [Article 6](#).

Article 11: Reduction in Force (RIF)

Reduction in force shall be handled in accordance with [Article 19](#). The College reserves the right to adopt policies and procedures regarding such matters which are consistent with [Article 19](#) and applicable statutes.

A “layoff unit” is defined as a “department” listed in [Appendix K](#). “Seniority” is defined in [Article 10](#).

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 layoff 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 layoff.
- B. No new hires shall be permitted to fill faculty vacancies in the layoff unit unless there are no qualified faculty on the Recall List to fill the vacancies.
- C. 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.
- D. 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.
- E. Upon recall, faculty shall retain all benefits such as sick leave, tenure, and salary schedule placement which had accrued up to the date of layoff.
- F. 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 layoff unit(s) to be reduced, the initial step shall be for the President to discuss the proposed layoff 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](#).

11.40 Publication of Lists

The College shall provide to all full-time faculty a copy of the College's layoff 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 meetings.

12.30 Visiting Other Colleges

- A. Expense-paid leaves may be granted to 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 will be accepted for award recipients in the three years following the receipt of the 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. Screening committee shall be established to perform the following duties:
 1. Develop application criteria to become part of [Appendix J](#), subject to the approval of the Contract Administration Committee.
 2. Develop application forms to become part of [Appendix J](#), 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 that could include (but is 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 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 sabbatical leaves shall not exceed four percent (4%) of the total number of full-time equivalent faculty (FTE).
- 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 Sabbatical Leave Committee, the purpose of which is to make recommendations to the College President regarding the granting of sabbatical 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 ensure continuity.
- D. In no case shall a member of the committee sit in judgment of their 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 Sabbatical Leave Committee and appropriate administrators with a list of courses, programs, and projects that support strategic initiatives and improve the equality of instruction and/or student services.

- A. The College President or designee shall call the first meeting of the Sabbatical Leave Committee prior to November 1 each year.
- B. The committee shall attend an annual orientation meeting to review the sabbatical recommendations process.
- C. The committee shall elect a chairperson at the first meeting.
- D. All forms used by the committee shall be found in Appendix I.
- E. 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.
- F. The committee shall call for written proposals from eligible faculty to be received by the first day of the second week of Winter Quarter.
- G. Before evaluating and ranking the written proposals, the committee shall conduct at least one interview with each applicant.
- H. The committee shall recommend acceptable leave proposals, in priority order, to the College President no later than February 15.

- I. The committee 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 Sabbatical 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 Sabbatical 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 Sabbatical Leave Committee shall, if necessary, create a special application calendar for sabbatical leave proposals for any such employees.

12.56 Declining Sabbatical Award

If after the awarding of sabbatical leave by the Board of Trustees, a leave recipient declines the leave, the Sabbatical 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 sabbatical leave be awarded to the highest ranking of those previously recommended.

12.57 Ranking Process

- A. The sabbatical leave committee shall rank all applications for sabbatical leave based on the following three criteria in the following order of importance:
 - a. Length of time since applicant's last sabbatical leave.
 - 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 the criterion:
 - i. Value of project or plan in relationship to applicant's instructional responsibilities;
 - ii. Value of project or plan in relationship to goals and mission of the College;
 - iii. Ability of applicant to achieve goals of project or plan based on past experience and academic background;
 - iv. Applicant's need for new or additional knowledge in subject field to be studied;
 - v. Applicant's need for new or additional knowledge/skills in pedagogy and/or instructional technology.
 - vi. Whether the proposal consists of work toward an advanced degree;
 - vii. Evidence of support from other organizations, institutions or foundations (or persons associated with the proposed project plan);
- B. If an application for sabbatical leave proposed two or three quarters, the Sabbatical 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. Applicants who have received a Sabbatical Leave in the past must wait three years from the end of their last sabbatical before submitting a new proposal.
- B. An applicant for sabbatical leave shall submit a written proposal, including letters of endorsement by relevant campus constituencies (ie Institutional Research, Instructional Council, Dean, etc.), by December 1 to the appropriate administrator for relevant input.
- C. That administrator shall discuss that proposal with the applicant within ten (10) calendar days.
- D. The applicant shall then submit the final version of the proposal to the chairperson of the Sabbatical Leave Committee by the first day of the second week of Winter Quarter of the academic year preceding the proposed leave period.
- E. The applicant shall be available for an interview with the committee.
- F. 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 Sabbatical Leave Committee and shall submit those recommendations as received to the Board of Trustees in a timely manner.
- B. The Sabbatical 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 sabbatical 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.

12.60 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.

12.61 Final Reports

- A. Recipients of sabbatical leave shall submit a written report and/or evaluation concerning their leave activities to the College President and the Sabbatical Leave Committee by the end of the first quarter after returning, excluding Summer quarter.
- 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 Sabbatical Leave Committee.
- C. The College President shall forward the final reports of the leave recipients and the recommendations for approval or rejection of those reports from the Sabbatical Leave Committee to the Board.

12.62 Concurrent Employment

- A. A faculty member awarded sabbatical 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.

12.63 Employment Upon Completion

- A. Recipients of sabbatical 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 sabbatical leave, the employee shall not be bound by the requirements of this subsection.

12.64 Benefit Accrual

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

12.70 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](#), including those pertaining to Program Advising.

The College and the Federation agree to collaborate on articulating a developmental methodology for assessing faculty program advising by the end of AY 2023. Program Advising assessments will take into account the college's progress toward achieving the following goals:

- advising software platforms are integrated and fully functional
- clear process for cross-training
- clear access for Advisors to complete Advisee list
- equitable system for assigning cross-training and students
- balanced caseloads across faculty

13.20 Assessment Tools

The materials found in [Appendix G](#) shall be the tools used for 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 observes, and the faculty member shall mutually agree on an appropriate time for the observation.

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. Every fall, the faculty member will complete the planning form found in [Appendix G](#). The appropriate administrator will meet with the faculty member to discuss the form and the following topics:
 - a. Review of the previous year, update on current and past activities.
 - b. Plans for future work, professional development, professional/technical plan.
 - c. Support needed from the 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 January 31.

B. Every other academic year:

1. Student assessments shall be conducted, in one quarter, of the entire load assigned, including moonlights, using the appropriate tool.
 - 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 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. Fall meeting
 1. Every fall, the faculty member will complete the planning form found in [Appendix G](#). The appropriate administrator will meet with the faculty member to discuss the form and the following topics:
 - a. Review of the previous year, if any, and update current and past activities.
 - b. Plans for future work, professional development, professional/technical plan.
 - c. Support needed from the 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 November 1.
- B. Student assessments shall be conducted, in every quarter, of the entire load assigned, including moonlights, using the appropriate tool.
 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.
- C. 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.
- 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, professional/technical plan.
 - c. Support needed from the 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 fourteen (14) days 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.
2. Before a decision not to offer a 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 performance.

Article 14: Faculty Responsibilities

Core responsibilities of a faculty member shall include the following, except that not all responsibilities may apply to a particular faculty member.

14.10 Full-time Faculty

Responsibilities of full-time faculty members shall include the following:

- A. Participation in College Priorities
 1. Contribute to EvCC's mission, vision and values and to the priorities and objectives articulated in [Charting a Path Toward Equity: EvCC Strategic Plan 2022-2027](#).
 2. Attend and participate in the following:
 - a. the first two days of annual opening week activities held in the Fall quarter
 - b. department and division meetings
 - c. training activities as mandated by state and federal law
 - d. professional development program mandated by [Washington Senate Bill 5227](#), "designed to eliminate structural racism against all races, promote DEI, and improve academic, social, and health and wellness outcomes for students from historically marginalized communities," not to exceed three hours per quarter and offered in multiple modalities.
 - e. the annual commencement ceremony in June.
 3. Serve on committees as defined in [Appendix L](#) at or exceeding the minimum level required.
- B. Continuation of Professional Standards
 1. Stay current in relevant best practices, emerging topics, and research, especially those related to the mission, vision, and values of the college.
 2. Maintain certification and/or licensure required by the College in the performance of the faculty member's assignment.

14.20 Associate Faculty

All Associate Faculty members shall be responsible for the following duties.

- A. Participation in college matters
 1. Complete annual trainings as required by state and federal law and the College as identified by the College. Associate Faculty will be compensated for trainings required by the College.
 2. Maintain certification and/or licensure required by the College in the performance of the faculty member's assignment.
- B. Continuation of Professional Standards
 1. Stay current in relevant best practices, emerging topics, and research.
- C. Optional Duties

By mutual agreement, compensation may be available for participation in the following:

1. Associate Faculty may attend and participate in opening week activities, meetings and professional development opportunities.
2. Associate Faculty may attend and participate in faculty forum.
3. Associate Faculty may attend the annual graduation ceremony in June.
4. Associate Faculty may serve on committees.
5. Associate Faculty may attend and participate in department, division and college meetings and be involved in department, division and college matters.
6. Associate Faculty may maintain regular office hours for consultation with students.
7. Associate Faculty may advise students in their course selections, programs, and pathways.

14.30 Senior Associate Faculty

Senior Associate faculty shall:

- A. Perform all academic responsibilities of Associate Faculty listed above.
- B. Perform ongoing evaluation and reflection in the same manner as Tenured Faculty.
- C. Attend (virtually or in person) and participate in one division or department meeting per quarter. If unable to attend, it is the responsibility of the Senior Associate to contact the Department
- D. Senior Associate Faculty are encouraged to attend opening week activities.
- E. Read and respond to college communications (phone, email, etc.) in a timely manner.
- F. Post and hold one office hour (virtually or in person) per week for each .333 load.
- G. Meet with the Dean annually to review professional goals and ensure ongoing support.

14.40 Reassigned Time

- A. As described in [Article 3](#), the leadership of the College has the right to assign faculty duties to faculty members.
- B. As described in [Article 17](#), faculty may be assigned non-faculty duties including but not limited to administrative functions, leadership of college initiatives, or other specially assigned duties.

14.50 Instructional Faculty

- A. Teaching faculty members shall be responsible for the following:
 1. Foster an equitable, anti-racist, and culturally inclusive learning environment and demonstrate an awareness of the experiences and needs of the current student population
 2. Develop curriculum, prepare, modify and deliver teaching/learning activities designed to maximize student learning and foster inclusive excellence.
 3. Teach courses in accordance with the course record, course syllabus, approved student learning objectives, and quarterly course schedules. Design and/or deliver course assignments, learning activities and assessments that enable students to meet the course's stated learning outcomes.
 4. Develop a current course syllabus using the College's inclusive syllabus template and submit it to the Instruction Office prior to the start of the quarter.
 5. At the course level, assess student work using appropriate methodologies that promote further learning; at the department or program level; at the program or department level, disaggregate, review and assess student learning outcomes with the goal of continuous improvement and reduction of opportunity gaps.
 6. Complete summative evaluations of student work during the College's scheduled finals week; submit final grades by the designated deadline.
 7. Create and maintain department and student records in accordance with college policies and procedures.
 8. Refer students to college services, community agencies and other professionals as appropriate.
 9. Conduct program/transfer advising as detailed in Article 14.80 below.
 10. Establish, post, and maintain regularly scheduled office hours for consultation with students.
- B. Advising Faculty members shall be responsible for the following:
 1. Provide general entry academic advising.
 2. Provide continued academic advising in specific programs in collaboration with the Department Head and others within the department.
 3. Refer students to college services, community agencies, and other professionals as appropriate.
 4. Interpret test scores to make placement decisions, following college policy.
 5. Work on an alternative calendar (may include evenings, summer and time between quarters) as required to meet student needs. (Probationary Faculty on a tenure track will be excluded from an alternative calendar.)
 6. Faculty Advisors will be assigned to teach a minimum of four (4) credit hours per academic year. Each assigned credit hour will include 22 total hours of preparation, teaching, and final assessment time per credit, which will count toward their contracted student contact hours. For example: 2-credit course = 44 total contact hours.)
 7. May provide workshops and training related to advising.

14.60 Counseling Faculty Duties

Counseling Faculty members shall be responsible for the following:

- A. Provide educational, career and short-term personal counseling, and crisis intervention for individuals and groups.
- B. Advise students in their course selections, programs, and pathways.
- C. Develop and provide academic warning interventions.
- D. Interpret placement test scores to make placement decisions, following college policy.
- E. Refer students to college services, community agencies and other professionals as appropriate.
- F. May administer and interpret group and individual assessments for counseling purposes.
- G. May provide workshops and training related to counseling services.
- H. Counseling Faculty will fulfill Program Advising Duties as assigned under Article 14.80.

14.70 Library Faculty Duties

Library Faculty members shall be responsible for the following:

- A. Provide information resources, reference, and search services to the College.
- B. Provide information competency instruction to individuals and groups.
- C. Provide orientation and instruction in the use of library/media center resources and services.
- D. Develop library collections.
- E. Supervise a library unit or units, such as acquisitions, cataloging, etc.
- F. Use computer technology to support library/media services.
- G. Refer students to college services, community agencies and other professionals as appropriate.

14.80 Program Advising Duties

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. The following distinguishes between General Student Support duties to be performed primarily by non-faculty student support employees and Program Advising responsibilities of all full-time and senior associate faculty members as described in Article 14.

General Student Support Duties (to be fulfilled primarily by non-faculty student support employees).

- A. Engage students in conversations and introduce college information and resources that aid them in accomplishing their educational goals.
- B. Inform students about college practices/norms/culture/procedures including how and when to register, how to read the course schedule, prerequisites, waitlists; program maps, degree checklists, distribution areas, transfer information, and connection to technological resources for registration and degree planning, including helping to draft degree plans and helping students schedule appointments for plan review and approval by faculty program advisors. Assist students with course registration logistics.
- C. Help students with FAFSA/WASFA funding options, information about other possible funding sources (DSHS, L&I, WE Funding), and Financial Aid system and forms.
- D. Maintain awareness of college resources available for supporting student success and direct students as needed. For example: referrals to tutoring or counseling.

Program Advising Duties (to be fulfilled by faculty as assigned below).

- A. Full-time faculty will be responsible for advising a caseload of up to 60 currently enrolled students and will receive no more than 40 new assignments in any given academic year.
- B. Senior Associate faculty with annual contracts will be responsible for advising a caseload of up to 18 currently enrolled students.
- C. Faculty with institutional approval to do both entry and program advising for students in professional and technical programs will be responsible for advising a caseload of up to 30 currently enrolled students for full time faculty and 14 students for Senior Associate faculty.
- D. Full-time Counseling Faculty, excluding TRiO, will be responsible for advising a caseload of up to 50 enrolled Human Services and undecided students (those unable to select any pathway) and will receive no more than 30 new assignments each year.

- E. Participate at least once annually in professional development to maintain and update advising skills. The college will provide regular training opportunities (advising updates) of no more than 2 hours once a quarter.
- F. Participate in up to 2 hours of Advising cross-training per quarter as requested by the Dean/Supervisor, with cross-training to be distributed as equitably as possible across faculty members with vacancies on their caseload.
- G. Provide Program Advising as assigned for students in all areas in which the faculty member has been cross-trained.
- H. Proactively contact all assigned students each contractual quarter.
- I. Participate in advisee student support networks.
- J. Active use of institutionally sanctioned advising platform(s) as appropriate for scheduling, record-keeping, degree planning, and communicating with advisees with ongoing development, training and support provided by the college.
- K. Faculty Program Advisors will support students in developing the following skills:
 - 1. Transfer and career planning.
 - 2. Building, modifying, and adhering to a degree plan.
 - 3. Identifying and adhering to institutional deadlines.
 - 4. Accessing essential resources on campus.
 - 5. Accessing technological resources that will assist them in monitoring their program blocks, graduation and transfer requirements.
 - 6. Identifying and overcoming barriers to academic success.

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 K](#), 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. 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 faculty in the department. All faculty in the department are eligible to vote.
 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 member, with the faculty member's permission.
- B. A full-time Tenured Faculty member may be elected as Department Head in the department to which the faculty member is assigned.
- C. The term of office shall be for one academic year.

15.13 Department Head Duties

- A. Core duties covered by stipend include and are limited to:
 1. Program/departmental planning:
 - a. Coordination of annual learning outcomes assessment (CLO's or PLO's)
 - b. Coordination of 3-year Program Reviews
 2. Annual resource planning:
 - a. Coordination of data-driven analysis to identify and justify department/program needs
 3. Development of quarterly class/teaching schedules
 4. Strategic enrollment monitoring and planning
 5. Coordination of hiring and onboarding of associate faculty
 6. Coordination of observations of associate faculty with Dean
 7. Holding department meetings and coordinating communication across the department.
 8. Acting as a liaison between department, Dean, and other Administrators and/or Functional Divisions
 9. Coordinating/Participate in curriculum changes and course records with the Office of Instruction and Instructional Council
- B. Serving as a Department Head shall equal serving on committees per [Article 14.10 A3](#).

15.14 Resolving Questions

Questions related to the composition of departments, to assignment of department, and to election of Department Head not covered in this section shall be referred to the Contract Administration Committee.

15.20 Advising Stipends

Faculty with Dean and VPI approval may agree to meet surplus advising needs of the institution by assuming advising responsibilities beyond their contractual maximum caseload. They will be compensated at the following rates:

- \$275 per quarter for up to 5 students over contractual maximum load
- \$550 per quarter for 6-10 students over contractual maximum load

15.30 Mentor for Applicants for Senior Associate Faculty Status

- A. Faculty with a minimum of 5 years of service at Everett Community College as Tenured, Probationary, Full-Time Temporary, Senior Associate, or a combination thereof may choose to become part of the mentor pool
 1. Faculty apply to participate and applications shall be submitted to the appropriate administrator for consideration.
 2. The College reserves the right to decline 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 each year shall:
 1. Attend one of two introductory training sessions (4-hour maximum) which may be outside regular work hours, and
 2. Attend quarterly on-going training sessions (2-hour maximum), and
 3. Receive a \$500 stipend annually for joining the pool and attending trainings
- 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 ongoing 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 \$1,000, pro rata, per academic year.
- E. Qualified 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.

15.40 College in the High School

- A. Any qualified full or part-time EvCC faculty member in the discipline in which opportunities exist may be appointed by their academic dean to serve as a faculty mentor for instructors in the College in the High School Program.
- B. High school instructors seeking to become instructors for the College in the High School program must follow the application procedures outlined in the College in the High School MOU, which can be found on the intranet.
- C. Job duties and compensation details for both Instructor and Mentor Positions can be found in the College in the High School MOU, which can be found on the intranet.
- D. \$10.00 from each student enrolled in a five-credit (prorated) College in the High School class will be directed to the EvCC Faculty Professional Development fund to be available to all faculty.

Article 16: Calendar

16.10 Academic Year

An academic year or contract year for full-time faculty members shall consist of three (3) instructional quarters of 166 days, in which the employee is actively engaged in executing responsibilities under [Article 14](#) and in accordance with the terms of this agreement.

16.20 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.

16.30 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.

16.40 Propose Annual Calendar

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

16.50 First Day of Regular Academic Year

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

16.60 Assignment of Duties Over Three Quarters

Faculty, upon mutual agreement with the appropriate administrator, may be assigned professional duties of 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 three quarters shall be credited with 50 days' work.

16.70 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.

16.80 Alternative Calendar

Any request for an alternative calendar shall first be discussed between the faculty and appropriate administrator. If it is agreed the alternative calendar is viable, it shall be forwarded to the appropriate administrator or designee for review and approval or denial of the request. The appropriate administrator or designee shall provide a written explanation for the decision.

Article 17: Mode and Load

17.10 Load Assignments

- A. The appropriate administrator will solicit faculty input regarding course preferences, and will also consider student learning, college needs, and faculty experience/expertise in making course assignments and offerings to faculty. Course assignments and offerings shall be made in the following order in Fall, Winter, and Spring quarters:
 - a. Tenured, Probationary, and Temporary Full-time Faculty shall be assigned a minimum 1.0 (or comparable) load.
 - b. Senior Associate Faculty with annual contracts shall be assigned a minimum .667 (or comparable) load.
 - c. Interested tenured, probationary, and temporary full-time faculty shall be offered up to an *additional* .667 (or comparable) load, if available within their assigned department, before remaining courses are offered to other faculty.
 - d. Interested Senior Associate faculty with annual contracts shall be offered a minimum of an *additional* .333 (or comparable) load, if available within their assigned department, before remaining courses are offered to other faculty.
 - e. Remaining courses may be offered to any faculty, regardless of status, at the discretion of the appropriate administrator.
 - f. Total assigned loads of over 1.667 (or comparable) per quarter for any faculty member are subject to the discretion and approval of the appropriate administrator and the VPI.
- B. In Summer quarter, course offers shall be made as above. However, minimum course loads do not apply, as course load assignments will be contingent on faculty interest and availability of courses.

17.20 Mode and Scheduled Hours (Load)

- A. Scheduled Student Contact Hours
 1. General Lecture/Discussion - 15
(Plus an additional 5 office hours pro-rated)
 2. Science Laboratory – 18
(Plus an additional 5 office hours pro-rated)
 3. Other Laboratory - 20
(Plus an additional 5 office hours pro-rated)
 4. Counseling –19.50
 5. Advising - 30
 6. Field Supervision - 30 (Office hours included)
- B. Service to the College (Students, Faculty, Staff) Hours
 1. Library/Media Specialist - 30

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 this 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.
- E. Such classes shall be specifically declared in excess of annual load and shall be covered for full payment at the appropriate Associate Faculty rate in [Appendix D](#).
- F. 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 a 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.

17.80 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.

17.90 Reassigned Time

- A. Faculty may be reassigned from faculty to non-faculty 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 faculty 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. For example, a .333 reassigned time load would require 13.333 hours work per week on the reassigned time task.

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](#); 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, 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](#).

18.50 Exceptions to Progressive Discipline

In some extreme instances, the employer may elect to move directly to [Article 19](#). 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 shall 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 H.4 found in [Appendix H](#) 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 H.4 found in [Appendix H](#) 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 Federation 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](#). 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 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, and three (3) faculty members representing the faculty who shall be selected by a majority of the faculty acting in a body. Note that selection of a student representative may be deferred until such time as the Committee is called upon.
 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 the faculty member's own case, or in instances of potential conflict of interest as determined by the Hearing Officer (see Article 19.70).

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 Administrative Help

The College shall provide at its expense administrative help for the committee deemed sufficient by the chairperson of the Dismissal Review Committee upon request through the Hearing Officer (see Article 19.70).

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 the faculty member 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 as detailed in [Article 11](#).
- 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 (10) 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

Affected employees 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 they could not be compelled to divulge in a court of law.
- C. The right to be heard in their defense and to present witnesses, testimony, and evidence on all issues involved.
- D. The right to the assistance of the Hearing Officer (see Article 19.70) in securing witnesses and evidence pursuant to [RCW 34.05](#), Part IV.
- E. The right to a representative of their choosing who may appear and act on their 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 (see Article 19.70), 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 the 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 (see Article 19.70), 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 they 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;
 - f. A copy of the recommendations of the Dismissal Review Committee.
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 as described in [Article 11](#).

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 the employee's continuance. Any such suspension shall be with pay.

Article 20: Grievance Procedures

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

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 designated representative, provided it is filed with the College President or designated representative not more than 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 grievant's attorney may also be present.
- C. The College President or designated representative shall send a 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 grievances, answers, or appeals are required to be served upon the College President or the Federation, these will be emailed to relevant parties and include both the College President and Federation leadership in the addressees.

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: TENURED/TENURE-TRACK SALARY SCHEDULE

Step	Salary Steps 7/1/2022	Doctoral Salary Steps 7/1/2022
Probationary Year 1, 2, 3,	\$69,430.49	\$72,902.02
1st Year of Tenure (+\$4,400)	\$73,830.49	\$77,302.02
2nd Year of Tenure	\$74,409.25	\$78,129.71
3rd Year of Tenure	\$74,781.29	\$78,520.36
4th Year of Tenure	\$75,155.20	\$78,912.96
5th Year of Tenure	\$75,530.98	\$79,307.52
6th Year of Tenure	\$75,908.63	\$79,704.06
7th Year of Tenure	\$76,288.17	\$80,102.58
8th Year of Tenure	\$76,669.61	\$80,503.09
9th Year of Tenure	\$77,052.96	\$80,905.61
10th Year of Tenure	\$77,438.23	\$81,310.14
11th Year of Tenure	\$77,825.42	\$81,716.69
12th Year of Tenure	\$78,214.55	\$82,125.27
13th Year of Tenure	\$78,605.62	\$82,535.90
14th Year of Tenure	\$78,998.65	\$82,948.58
15th Year of Tenure	\$79,393.64	\$83,363.32
16th Year of Tenure	\$79,790.61	\$83,780.14
17th Year of Tenure	\$80,189.56	\$84,199.04
18th Year of Tenure	\$80,590.51	\$84,620.03
19th Year of Tenure	\$80,993.46	\$85,043.13
20th Year of Tenure	\$81,398.43	\$85,468.35
21st Year of Tenure	\$81,805.42	\$85,895.69
22nd Year of Tenure	\$82,214.45	\$86,325.17
23rd Year of Tenure	\$82,625.52	\$86,756.80
24th Year of Tenure	\$83,038.65	\$87,190.58
25th Year of Tenure	\$83,453.84	\$87,626.53
26th Year of Tenure	\$83,871.11	\$88,064.66
27th Year of Tenure	\$84,290.47	\$88,504.99
28th Year of Tenure	\$84,711.92	\$88,947.51
29th Year of Tenure	\$85,135.48	\$89,392.25

30th Year of Tenure	\$85,561.15	\$89,839.21
31st Year of Tenure	\$85,988.96	\$90,288.41
32nd Year of Tenure	\$86,418.90	\$90,739.85
33rd Year of Tenure	\$86,851.00	\$91,193.55
34th Year of Tenure	\$87,285.25	\$91,649.52
35th Year of Tenure	\$87,721.68	\$92,107.76

APPENDIX B: FULL-TIME TEMPORARY SALARY SCHEDULE

Level	Level A Years 1-3	Level B Years 4 - 6	Level C Years 7+
Ft Temporary	\$67,033.60	\$68,039.10	\$69,059.69
FT Temporary Doctorate	\$70,385.28	\$71,441.06	\$72,512.68

APPENDIX C: SENIOR ASSOCIATE SALARY SCHEDULE

Faculty	Level A (1-9 Quarters)	Level B (10-18 Quarters)	Level C (18+ Quarters)
Senior Associate (1.0 load)	NA	\$17, 889.15	17, 969.59

SR ASSOCIATE (PART-TIME) FACULTY SALARY SCHEDULE B								
EFFECTIVE 07/01/2022								
QUARTERLY BASE SALARY:		\$ 17,889.15 (Associate faculty Schedule B + \$1,800)						
For Sr Associate faculty in quarters 10 - 18								
% OF LOAD AND QUARTERLY SALARY AMOUNTS AT 15, 18, 20 AND 30 MODES								
	% OF LOAD	SALARY	% OF LOAD	SALARY	% OF LOAD	SALARY	% OF LOAD	SALARY
CONTACT	AT 15 MODE	AT 15 MODE	AT 18 MODE	AT 18 MODE	AT 20 MODE	AT 20 MODE	AT 30 MODE	AT 30 MODE
HRS/WK	15	(LECTURE)	18	(SCI LAB)	20	(LAB)	30	(COUN/LIBR)
1	6.667%	\$ 1,192.67	5.556%	\$ 993.92	5.000%	\$ 894.46	3.333%	\$ 596.25
2	13.333%	\$ 2,385.16	11.111%	\$ 1,987.66	10.000%	\$ 1,788.91	6.667%	\$ 1,192.67
3	20.000%	\$ 3,577.83	16.667%	\$ 2,981.58	15.000%	\$ 2,683.37	10.000%	\$ 1,788.91
4	26.667%	\$ 4,770.50	22.222%	\$ 3,975.33	20.000%	\$ 3,577.83	13.333%	\$ 2,385.16
5	33.333%	\$ 5,962.99	27.778%	\$ 4,969.25	25.000%	\$ 4,472.29	16.667%	\$ 2,981.58
6	40.000%	\$ 7,155.66	33.333%	\$ 5,962.99	30.000%	\$ 5,366.74	20.000%	\$ 3,577.83
7	46.667%	\$ 8,348.33	38.889%	\$ 6,956.91	35.000%	\$ 6,261.20	23.333%	\$ 4,174.08
8	53.333%	\$ 9,540.82	44.444%	\$ 7,950.65	40.000%	\$ 7,155.66	26.667%	\$ 4,770.50
9	60.000%	\$ 10,733.49	50.000%	\$ 8,944.57	45.000%	\$ 8,050.12	30.000%	\$ 5,366.74
10	66.667%	\$ 11,926.16	55.556%	\$ 9,938.50	50.000%	\$ 8,944.57	33.333%	\$ 5,962.99
11	73.333%	\$ 13,118.65	61.111%	\$ 10,932.24	55.000%	\$ 9,839.03	36.667%	\$ 6,559.41
12	80.000%	\$ 14,311.32	66.667%	\$ 11,926.16	60.000%	\$ 10,733.49	40.000%	\$ 7,155.66
13	86.667%	\$ 15,503.99	72.222%	\$ 12,919.90	65.000%	\$ 11,627.95	43.333%	\$ 7,751.90
14	93.333%	\$ 16,696.48	77.778%	\$ 13,913.82	70.000%	\$ 12,522.40	46.667%	\$ 8,348.33
15	100.000%	\$ 17,889.15	83.333%	\$ 14,907.56	75.000%	\$ 13,416.86	50.000%	\$ 8,944.57
16			88.889%	\$ 15,901.49	80.000%	\$ 14,311.32	53.333%	\$ 9,540.82
17			94.444%	\$ 16,895.23	85.000%	\$ 15,205.78	56.667%	\$ 10,137.24
18			100.000%	\$ 17,889.15	90.000%	\$ 16,100.23	60.000%	\$ 10,733.49
19					95.000%	\$ 16,994.69	63.333%	\$ 11,329.73
20					100.000%	\$ 17,889.15	66.667%	\$ 11,926.16
HOURLY RATES:								
	LECTURE (15 MODE):			\$ 119.26				
	SCIENCE LAB (18 MODE):			\$ 99.38				
	LAB (20 MODE):			\$ 89.45				
	COUNS/LIBR/SPEC ASSN							
	OUTCOMES ASSESS (30 MODE):			\$ 59.63 (Non-instruction rate)				
	COMM SERVICE (40 MODE):			\$ 44.72				

SR ASSOCIATE (PART-TIME) FACULTY SALARY SCHEDULE C

EFFECTIVE 07/01/2022

QUARTERLY BASE SALARY: \$ **17,969.59** (Associate faculty Schedule C + \$1,800)

For Sr Associate faculty in quarters 19+

% OF LOAD AND QUARTERLY SALARY AMOUNTS AT 15, 18, 20 AND 30 MODES

	% OF LOAD	SALARY	% OF LOAD	SALARY	% OF LOAD	SALARY	% OF LOAD	SALARY
CONTACT	AT 15 MODE	AT 15 MODE	AT 18 MODE	AT 18 MODE	AT 20 MODE	AT 20 MODE	AT 30 MODE	AT 30 MODE
HRS/WK	15	(LECTURE)	18	(SCI LAB)	20	(LAB)	30	(COUN/LIBR)
1	6.667%	\$ 1,198.03	5.556%	\$ 998.39	5.000%	\$ 898.48	3.333%	\$ 598.93
2	13.333%	\$ 2,395.89	11.111%	\$ 1,996.60	10.000%	\$ 1,796.96	6.667%	\$ 1,198.03
3	20.000%	\$ 3,593.92	16.667%	\$ 2,994.99	15.000%	\$ 2,695.44	10.000%	\$ 1,796.96
4	26.667%	\$ 4,791.95	22.222%	\$ 3,993.20	20.000%	\$ 3,593.92	13.333%	\$ 2,395.89
5	33.333%	\$ 5,989.81	27.778%	\$ 4,991.59	25.000%	\$ 4,492.40	16.667%	\$ 2,994.99
6	40.000%	\$ 7,187.84	33.333%	\$ 5,989.81	30.000%	\$ 5,390.88	20.000%	\$ 3,593.92
7	46.667%	\$ 8,385.87	38.889%	\$ 6,988.20	35.000%	\$ 6,289.36	23.333%	\$ 4,192.85
8	53.333%	\$ 9,583.72	44.444%	\$ 7,986.41	40.000%	\$ 7,187.84	26.667%	\$ 4,791.95
9	60.000%	\$ 10,781.76	50.000%	\$ 8,984.80	45.000%	\$ 8,086.32	30.000%	\$ 5,390.88
10	66.667%	\$ 11,979.79	55.556%	\$ 9,983.19	50.000%	\$ 8,984.80	33.333%	\$ 5,989.81
11	73.333%	\$ 13,177.64	61.111%	\$ 10,981.40	55.000%	\$ 9,883.28	36.667%	\$ 6,588.91
12	80.000%	\$ 14,375.68	66.667%	\$ 11,979.79	60.000%	\$ 10,781.76	40.000%	\$ 7,187.84
13	86.667%	\$ 15,573.71	72.222%	\$ 12,978.00	65.000%	\$ 11,680.24	43.333%	\$ 7,786.76
14	93.333%	\$ 16,771.56	77.778%	\$ 13,976.39	70.000%	\$ 12,578.72	46.667%	\$ 8,385.87
15	100.000%	\$ 17,969.59	83.333%	\$ 14,974.60	75.000%	\$ 13,477.20	50.000%	\$ 8,984.80
16			88.889%	\$ 15,972.99	80.000%	\$ 14,375.68	53.333%	\$ 9,583.72
17			94.444%	\$ 16,971.20	85.000%	\$ 15,274.16	56.667%	\$ 10,182.83
18			100.000%	\$ 17,969.59	90.000%	\$ 16,172.64	60.000%	\$ 10,781.76
19					95.000%	\$ 17,071.12	63.333%	\$ 11,380.68
20					100.000%	\$ 17,969.59	66.667%	\$ 11,979.79

HOURLY RATES:

LECTURE (15 MODE):	\$	119.80	
SCIENCE LAB (18 MODE):	\$	99.83	
LAB (20 MODE):	\$	89.85	
COUNS/LIBR/SPEC ASSN/			
OUTCOMES ASSESS (30 MODE):	\$	59.90	(Non-instruction rate)
COMM SERVICE (40 MODE):	\$	44.92	

APPENDIX D: ASSOCIATE SALARY SCHEDULE

Faculty	Level A 1-9 quarters	Level B 10-18 quarters	Level C 18+ quarters
Associate/Moonlight (1.0 Load)	\$16,009.10	\$16,089.15	\$16,169.59

ASSOCIATE (PART-TIME) FACULTY SALARY SCHEDULE A								
EFFECTIVE 07/01/2022								
QUARTERLY BASE SALARY:		\$16,009.10						
For faculty in quarters 1 - 9								
% OF LOAD AND QUARTERLY SALARY AMOUNTS AT 15, 18, 20 AND 30 MODES								
	% OF LOAD	SALARY	% OF LOAD	SALARY	% OF LOAD	SALARY	% OF LOAD	SALARY
CONTACT	AT 15 MODE	AT 15 MODE	AT 18 MODE	AT 18 MODE	AT 20 MODE	AT 20 MODE	AT 30 MODE	AT 30 MODE
HRSWK	15	(LECTURE)	18	(SCI LAB)	20	(LAB)	30	(COUN/LIBR)
1	6.7%	\$ 1,067.33	5.6%	\$ 889.47	5.0%	\$ 800.46	3.3%	\$ 533.58
2	13.3%	\$ 2,134.49	11.1%	\$ 1,778.77	10.0%	\$ 1,600.91	6.7%	\$ 1,067.33
3	20.0%	\$ 3,201.82	16.7%	\$ 2,668.24	15.0%	\$ 2,401.37	10.0%	\$ 1,600.91
4	26.7%	\$ 4,269.15	22.2%	\$ 3,557.54	20.0%	\$ 3,201.82	13.3%	\$ 2,134.49
5	33.3%	\$ 5,336.31	27.8%	\$ 4,447.01	25.0%	\$ 4,002.28	16.7%	\$ 2,668.24
6	40.0%	\$ 6,403.64	33.3%	\$ 5,336.31	30.0%	\$ 4,802.73	20.0%	\$ 3,201.82
7	46.7%	\$ 7,470.97	38.9%	\$ 6,225.78	35.0%	\$ 5,603.19	23.3%	\$ 3,735.40
8	53.3%	\$ 8,538.14	44.4%	\$ 7,115.09	40.0%	\$ 6,403.64	26.7%	\$ 4,269.15
9	60.0%	\$ 9,605.46	50.0%	\$ 8,004.55	45.0%	\$ 7,204.10	30.0%	\$ 4,802.73
10	66.7%	\$ 10,672.79	55.6%	\$ 8,894.02	50.0%	\$ 8,004.55	33.3%	\$ 5,336.31
11	73.3%	\$ 11,739.96	61.1%	\$ 9,783.32	55.0%	\$ 8,805.01	36.7%	\$ 5,870.06
12	80.0%	\$ 12,807.28	66.7%	\$ 10,672.79	60.0%	\$ 9,605.46	40.0%	\$ 6,403.64
13	86.7%	\$ 13,874.61	72.2%	\$ 11,562.09	65.0%	\$ 10,405.92	43.3%	\$ 6,937.22
14	93.3%	\$ 14,941.78	77.8%	\$ 12,451.56	70.0%	\$ 11,206.37	46.7%	\$ 7,470.97
15	100.0%	\$ 16,009.10	83.3%	\$ 13,340.87	75.0%	\$ 12,006.83	50.0%	\$ 8,004.55
16	106.7%	\$ 17,076.43	88.9%	\$ 14,230.33	80.0%	\$ 12,807.28	53.3%	\$ 8,538.14
17	113.3%	\$ 18,143.60	94.4%	\$ 15,119.64	85.0%	\$ 13,607.74	56.7%	\$ 9,071.88
18	120.0%	\$ 19,210.92	100.0%	\$ 16,009.10	90.0%	\$ 14,408.19	60.0%	\$ 9,605.46
19	126.7%	\$ 20,278.25	105.6%	\$ 16,898.57	95.0%	\$ 15,208.65	63.3%	\$ 10,139.05
20	133.3%	\$ 21,345.42	111.1%	\$ 17,787.87	100.0%	\$ 16,009.10	66.7%	\$ 10,672.79
HOURLY RATES:								
	LECTURE (15 MODE):		\$	106.73				
	SCIENCE LAB (18 MODE):		\$	88.94				
	LAB (20 MODE):		\$	80.05				
	COUNS/LIBR/SPEC ASSN/							
	OUTCOMES ASSESS (30 MODE):		\$	53.36	(Non-instruction rate)			
	COMM SERVICE (40 MODE):		\$	40.02				

ASSOCIATE (PART-TIME) FACULTY SALARY SCHEDULE B

EFFECTIVE 07/01/2022

QUARTERLY BASE SALARY: \$ 16,089.15

For faculty in quarters 10 - 18

% OF LOAD AND QUARTERLY SALARY AMOUNTS AT 15, 18, 20 AND 30 MODES

	% OF LOAD	SALARY	% OF LOAD	SALARY	% OF LOAD	SALARY	% OF LOAD	SALARY
CONTACT	AT 15 MODE	AT 15 MODE	AT 18 MODE	AT 18 MODE	AT 20 MODE	AT 20 MODE	AT 30 MODE	AT 30 MODE
HRS/WK	15	(LECTURE)	18	(SCI LAB)	20	(LAB)	30	(COUN/LIBR)
1	6.667%	\$ 1,072.66	5.556%	\$ 893.91	5.000%	\$ 804.46	3.333%	\$ 536.25
2	13.333%	\$ 2,145.17	11.111%	\$ 1,787.67	10.000%	\$ 1,608.91	6.667%	\$ 1,072.66
3	20.000%	\$ 3,217.83	16.667%	\$ 2,681.58	15.000%	\$ 2,413.37	10.000%	\$ 1,608.91
4	26.667%	\$ 4,290.49	22.222%	\$ 3,575.33	20.000%	\$ 3,217.83	13.333%	\$ 2,145.17
5	33.333%	\$ 5,363.00	27.778%	\$ 4,469.24	25.000%	\$ 4,022.29	16.667%	\$ 2,681.58
6	40.000%	\$ 6,435.66	33.333%	\$ 5,363.00	30.000%	\$ 4,826.74	20.000%	\$ 3,217.83
7	46.667%	\$ 7,508.32	38.889%	\$ 6,256.91	35.000%	\$ 5,631.20	23.333%	\$ 3,754.08
8	53.333%	\$ 8,580.83	44.444%	\$ 7,150.66	40.000%	\$ 6,435.66	26.667%	\$ 4,290.49
9	60.000%	\$ 9,653.49	50.000%	\$ 8,044.57	45.000%	\$ 7,240.12	30.000%	\$ 4,826.74
10	66.667%	\$ 10,726.15	55.556%	\$ 8,938.49	50.000%	\$ 8,044.57	33.333%	\$ 5,363.00
11	73.333%	\$ 11,798.66	61.111%	\$ 9,832.24	55.000%	\$ 8,849.03	36.667%	\$ 5,899.41
12	80.000%	\$ 12,871.32	66.667%	\$ 10,726.15	60.000%	\$ 9,653.49	40.000%	\$ 6,435.66
13	86.667%	\$ 13,943.98	72.222%	\$ 11,619.91	65.000%	\$ 10,457.95	43.333%	\$ 6,971.91
14	93.333%	\$ 15,016.49	77.778%	\$ 12,513.82	70.000%	\$ 11,262.40	46.667%	\$ 7,508.32
15	100.000%	\$ 16,089.15	83.333%	\$ 13,407.57	75.000%	\$ 12,066.86	50.000%	\$ 8,044.57
16	106.667%	\$ 17,161.81	88.889%	\$ 14,301.48	80.000%	\$ 12,871.32	53.333%	\$ 8,580.83
17	113.333%	\$ 18,234.32	94.444%	\$ 15,195.24	85.000%	\$ 13,675.78	56.667%	\$ 9,117.24
18	120.000%	\$ 19,306.98	100.000%	\$ 16,089.15	90.000%	\$ 14,480.23	60.000%	\$ 9,653.49
19	126.667%	\$ 20,379.64	105.556%	\$ 16,983.06	95.000%	\$ 15,284.69	63.333%	\$ 10,189.74
20	133.333%	\$ 21,452.15	111.111%	\$ 17,876.81	100.000%	\$ 16,089.15	66.667%	\$ 10,726.15

HOURLY RATES:

LECTURE (15 MODE):	\$	107.26	
SCIENCE LAB (18 MODE):	\$	89.38	
LAB (20 MODE):	\$	80.45	
COUNS/LIBR/SPEC ASSN			
OUTCOMES ASSESS (30 MODE):	\$	53.63	(Non-instruction rate)
COMM SERVICE (40 MODE):	\$	40.22	

ASSOCIATE (PART-TIME) FACULTY SALARY SCHEDULE C

EFFECTIVE 07/01/2022

QUARTERLY BASE SALARY:

\$16,169.59

For faculty in quarters 19+

% OF LOAD AND QUARTERLY SALARY AMOUNTS AT 15, 18, 20 AND 30 MODES

	% OF LOAD	SALARY	% OF LOAD	SALARY	% OF LOAD	SALARY	% OF LOAD	SALARY
CONTACT	AT 15 MODE	AT 15 MODE	AT 18 MODE	AT 18 MODE	AT 20 MODE	AT 20 MODE	AT 30 MODE	AT 30 MODE
HRS/WK	15	(LECTURE)	18	(SCI LAB)	20	(LAB)	30	(COUNLIBR)
1	6.667%	\$ 1,078.03	5.556%	\$ 898.38	5.000%	\$ 808.48	3.333%	\$ 538.93
2	13.333%	\$ 2,155.89	11.111%	\$ 1,796.60	10.000%	\$ 1,616.96	6.667%	\$ 1,078.03
3	20.000%	\$ 3,233.92	16.667%	\$ 2,694.99	15.000%	\$ 2,425.44	10.000%	\$ 1,616.96
4	26.667%	\$ 4,311.95	22.222%	\$ 3,593.21	20.000%	\$ 3,233.92	13.333%	\$ 2,155.89
5	33.333%	\$ 5,389.81	27.778%	\$ 4,491.59	25.000%	\$ 4,042.40	16.667%	\$ 2,694.99
6	40.000%	\$ 6,467.84	33.333%	\$ 5,389.81	30.000%	\$ 4,850.88	20.000%	\$ 3,233.92
7	46.667%	\$ 7,545.86	38.889%	\$ 6,288.19	35.000%	\$ 5,659.36	23.333%	\$ 3,772.85
8	53.333%	\$ 8,623.73	44.444%	\$ 7,186.41	40.000%	\$ 6,467.84	26.667%	\$ 4,311.95
9	60.000%	\$ 9,701.76	50.000%	\$ 8,084.80	45.000%	\$ 7,276.32	30.000%	\$ 4,850.88
10	66.667%	\$ 10,779.78	55.556%	\$ 8,983.18	50.000%	\$ 8,084.80	33.333%	\$ 5,389.81
11	73.333%	\$ 11,857.65	61.111%	\$ 9,881.40	55.000%	\$ 8,893.28	36.667%	\$ 5,928.91
12	80.000%	\$ 12,935.68	66.667%	\$ 10,779.78	60.000%	\$ 9,701.76	40.000%	\$ 6,467.84
13	86.667%	\$ 14,013.70	72.222%	\$ 11,678.00	65.000%	\$ 10,510.24	43.333%	\$ 7,006.77
14	93.333%	\$ 15,091.57	77.778%	\$ 12,576.39	70.000%	\$ 11,318.72	46.667%	\$ 7,545.86
15	100.000%	\$ 16,169.59	83.333%	\$ 13,474.61	75.000%	\$ 12,127.20	50.000%	\$ 8,084.80
16	106.667%	\$ 17,247.62	88.889%	\$ 14,372.99	80.000%	\$ 12,935.68	53.333%	\$ 8,623.73
17	113.333%	\$ 18,325.49	94.444%	\$ 15,271.21	85.000%	\$ 13,744.16	56.667%	\$ 9,162.82
18	120.000%	\$ 19,403.51	100.000%	\$ 16,169.59	90.000%	\$ 14,552.64	60.000%	\$ 9,701.76
19	126.667%	\$ 20,481.54	105.556%	\$ 17,067.98	95.000%	\$ 15,361.12	63.333%	\$ 10,240.69
20	133.333%	\$ 21,559.41	111.111%	\$ 17,966.20	100.000%	\$ 16,169.59	66.667%	\$ 10,779.78

HOURLY RATES:

LECTURE (15 MODE):	\$	107.80	
SCIENCE LAB (18 MODE):	\$	89.83	
LAB (20 MODE):	\$	80.85	
COUNS/LIBR/SPEC ASSN			
OUTCOMES ASSESS (30 MODE):	\$	53.90	(Non-instruction rate)
COMM SERVICE (40 MODE):	\$	40.42	

APPENDIX E: OTHER PAYMENT SCHEDULES

E.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 project (99, 199, 299) shall be compensated on the thirty (30) hour mode for a maximum of five (5) hours per student project.

E.2 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 \$38.02 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.

E.3 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. Human Resources shall maintain a complete list of stipend activities on the Intranet. Faculty can find a complete list of stipend activities on the Intranet.

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.

E.4 Fourth Quarter

Full-time faculty who are assigned to the Cosmetology or Aviation/Avionics programs and assigned a 100 percent load pursuant to [Article 17](#) and the additional responsibility as outlined in [Article 14](#) at a level similar to the other three quarters shall be paid twenty-five percent (25%) of base salary.

Full-time faculty who are not covered by the paragraph above shall receive the applicable rate specified in Appendix D 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 E.7 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.

E.5 Compensation For Professional Leave/Sabbatical

Compensation for Sabbatical/Professional Leave shall be compensated at one-hundred percent 100% of salary for the first quarter, and where multiple quarter leaves are granted, at ninety percent (90%) of salary for the second quarter and at eighty percent (80%) for the third quarter.

E.6 Shift Differential

Full-time faculty teaching class sections as part of their main teaching load starting at or after 4:45 p.m. and/or assigned contact hours starting at 5:00 p.m. or later will be paid a shift differential of five percent (5%) of the applicable associate faculty quarterly rate in Appendix D per quarter prorated 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.

E.7 Office Hour Rate

If an associate faculty member is assigned office hours by the Vice President of Instruction, compensation shall be at their level of associate faculty rate for the thirty (30) hour mode.

E.8 Nonstate-Funded Classes

Notwithstanding 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.

E.9 Overloads

In cases where faculty are asked by the appropriate administrator to overload a class, they shall be paid a stipend using the following formula:

$$\text{Hourly Non-instruction Rate} \times \text{Credits} \times \text{Number of Students Beyond the Class Cap} = \text{Stipend.}$$

E.10 Department Head Compensation

See below for stipend or optional reassigned time determined by department size.

Dept Size	FTEF (FT/PT combined)	Quarterly Stipend or Reassigned Time for Fall, Winter, and Spring quarters
Small	<10.0	1/6 of part-time Associate faculty quarterly rate according to the schedule in Appendix B OR .167 release
Medium	10 – 20.0	1/4 of part-time Associate faculty quarterly rate according to schedule in Appendix B OR .250 release
Large	>20.0	1/3 part-time Associate faculty quarterly rate according to schedule in Appendix B OR .333 release

Due to specialized responsibilities, the following departments shall be categorized as follows:

Department	Size Designation	Quarterly Stipend or Reassigned Time for Fall, Winter, and Spring quarters
Counseling	Medium	1/4 of part-time Associate faculty quarterly rate according to schedule in Appendix B OR .250 release
Library	Medium	1/4 of part-time Associate faculty quarterly rate according to schedule in Appendix B OR .250 release
Entry Advising and College Success	Medium	1/4 of part-time Associate faculty quarterly rate according to schedule in Appendix B OR .250 release
Nursing	Large	1/3 part-time Associate faculty quarterly rate according to schedule in Appendix B OR .333 release

Additional stipends, which may be paid to the Department Head or to another faculty member as approved by the appropriate administrator.

Duty	Stipend	Details
Summer Dept Head Coverage	\$1,000	Covers up to 20 hours of service in the Summer Quarter. Faculty with duties in excess of this should consult with their appropriate supervisor for approval to be paid hourly beyond the stipend.
Advisory Board Management	Hourly	As needed.
Course Scheduling Support for Large Departments	Hourly	Up to 10 hours per quarter (excluding summer).

APPENDIX F: LOA/MOU/CAC AGREEMENTS

Human Resources maintains an updated list of all current LOA/MOU/CAC Agreements which can be accessed on the [Intranet page](#) under Human Resources>Collective Bargaining Agreements>AFT Faculty List of Agreements.

APPENDIX G: FACULTY ASSESSMENT INSTRUMENTS

Contents:

- **G.1: Faculty Meeting Notes Form for Annual Informal Conversation w/ Appropriate Supervisor**
- **G.2: Form for Administrative Observation of Instructional Faculty**
- **G.3: Form Faculty Performance Assessment System Improvement Plan Form**
- **G.4 Senior Associate Checklist**

APPENDIX G.1
Faculty Meeting Notes Form for Annual Informal Conversation

Name of Faculty: _____ Supervisor: _____ Annual Faculty Assessment Meeting Date: _____

<p>1. Update on current and past activities. What have you been working on in the following areas, <i>as applicable to your position?</i>:</p> <ul style="list-style-type: none"> ● instruction ● advising ● service ● other activities 	
<p>2. What are your plans for future work (professional development; prof/tech plan)?</p>	
<p>3. How can I support you in the next year?</p>	
<p>5. Administrator's perspective on performance.</p>	

Supervisor signature _____ Date _____

Faculty signature _____ Date _____

- 1) Meeting Notes are sent to HR (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 G.2
Form for 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.

Administrator

Date

Instructor

Date

(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 G.3
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 _____

APPENDIX G.4
Senior Associate Faculty Checklist

Senior Associate Faculty Candidate Information

Faculty Name: _____ Department: _____

Senior Associate Faculty – Eligibility to Start the Program

- Worked 3 consecutive quarters with a .333 load
 - Exceptions may be granted through the Contract Administration Committee
- Completion of the Associate Faculty Academy
 - For faculty hired before 2013, this is not a requirement
 - Quarter Associate Faculty Academy completed (if applicable): _____

Senior Associate Faculty Process Steps – First Quarter

1. Express in writing to the Dean and Human Resources (hr@everettcc.edu) intent to begin Senior Associate Faculty process by the 10th day of the quarter.
2. Request a Candidate Portfolio for Senior Associates from eLearning (elarning@everettcc.edu).
3. Contact a Mentor from the Mentor List.
4. Begin portfolio to maintain student evaluations, classroom observations and self-reflections
 - a. Dean shall conduct one of three observations annually
 - b. Candidate ensures one observation annually of each mode of instruction that you teach (Hybrid, Online, Face-to-Face)

Quarter 1

- | | | | | |
|---|--|--|---------|--|
| <input type="checkbox"/> Fall | <input type="checkbox"/> Winter | <input type="checkbox"/> Spring | 20 ____ | <input type="checkbox"/> Minimum Load .666 |
| <input type="checkbox"/> Faculty Mentor Consultation | <input type="checkbox"/> Satisfactory Dean/ Designee Classroom Observation | | | |
| <input type="checkbox"/> Satisfactory Student Evaluations | <input type="checkbox"/> Written Self-Reflection | <input type="checkbox"/> Update Canvas Portfolio | | |

Quarter 2

- | | | | | |
|---|--|--|---------|--|
| <input type="checkbox"/> Fall | <input type="checkbox"/> Winter | <input type="checkbox"/> Spring | 20 ____ | <input type="checkbox"/> Minimum Load .666 |
| <input type="checkbox"/> Faculty Mentor Consultation | <input type="checkbox"/> Satisfactory Dean/ Designee Classroom Observation | | | |
| <input type="checkbox"/> Satisfactory Student Evaluations | <input type="checkbox"/> Written Self-Reflection | <input type="checkbox"/> Update Canvas Portfolio | | |

Quarter 3

- | | | | | |
|---|--|--|---------|--|
| <input type="checkbox"/> Fall | <input type="checkbox"/> Winter | <input type="checkbox"/> Spring | 20 ____ | <input type="checkbox"/> Minimum Load .666 |
| <input type="checkbox"/> Faculty Mentor Consultation | <input type="checkbox"/> Satisfactory Dean/ Designee Classroom Observation | | | |
| <input type="checkbox"/> Satisfactory Student Evaluations | <input type="checkbox"/> Written Self-Reflection | <input type="checkbox"/> Update Canvas Portfolio | | |

Quarter 4

- | | | | | |
|---|--|--|---------|--|
| <input type="checkbox"/> Fall | <input type="checkbox"/> Winter | <input type="checkbox"/> Spring | 20 ____ | <input type="checkbox"/> Minimum Load .666 |
| <input type="checkbox"/> Faculty Mentor Consultation | <input type="checkbox"/> Satisfactory Dean/ Designee Classroom Observation | | | |
| <input type="checkbox"/> Satisfactory Student Evaluations | <input type="checkbox"/> Written Self-Reflection | <input type="checkbox"/> Update Canvas Portfolio | | |

Quarter 5

- Fall Winter Spring 20 ____ Minimum Load .666
 Faculty Mentor Consultation Satisfactory Dean/ Designee Classroom Observation
 Satisfactory Student Evaluations Written Self-Reflection Update Canvas Portfolio

Quarter 6

- Fall Winter Spring 20 ____ Minimum Load .666
 Faculty Mentor Consultation Satisfactory Dean/ Designee Classroom Observation
 Satisfactory Student Evaluations Written Self-Reflection Update Canvas Portfolio

After completion of the 6th quarter, submit the portfolio to the Dean.

Recommendation & Signatures

I have reviewed this applicant's portfolio for Senior Associate Faculty status and recommend the following:

- Award Senior Associate Faculty status
- Decline Senior Associate Faculty status
- Recommend additional work

Dean's Signature: _____ Date: _____

Administrator's Signature: _____ Date: _____

Notification of Recommendation

Portfolio Submission Date: _____

Candidate Notification Date (within 14 days of submission): _____

Human Resources Notification Date: _____

Vice President Notification Date: _____

APPENDIX H: TENURE PROCESS AND OPERATING PROCEDURES

Contents:

- **H.1: ARC Checklist**
- **H.2: Template for ARC Meeting Minutes**
- **H.3: Administrator Quarterly Progress Report Form**
- **H.4: Probationer Program for Improvement Form**

Faculty Member Name: _____

Quarter/Year Hired: _____

ARC Chair : _____

Type of Appointment:: _____

ITEMS TO INCLUDE IN FILE		1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	5 th Qtr	6 th Qtr	7 th Qtr	8 th Qtr	9 th Qtr
<i>Indicate actual date in respective quarter(s)</i>										
Appointment Review Committee Checklist to be included in Portfolio										
1.a.	Quarterly Meeting 1 minutes	H.2								Meet if probation is extended
1.b.	Quarterly Meeting 2 minutes	H.2								
1.c.	Quarterly Meeting 3 minutes	H.2								
2.	Quarterly Progress Report Form	H.3								
3.	Peer or committee observations	narrative								
4.	Plan(s) for Improvement	H.4								
5.	Administrative Evaluation	G.2-G.3								
6.	Current Resume or Vitae									
7.	Annual Self Evaluation <ul style="list-style-type: none"> • Management of Learning • Management of Information • Professional Development • Service to the College/Community 	narrative								
8.	Quarterly student evaluations									
9.	Quarterly self-reflection	narrative								
10.	Evidence of professional development, service to the college/community	narrative								
11.	Committee recommendation	narrative								

*Thirty days before the third regularly scheduled Board of Trustees meeting of the quarter.

File sent to:	• Vice President of Instruction	• President	• Board of Trustees
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APPENDIX H.2

Template for ARC Meeting Minutes

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: _____ Date: _____

APPENDIX H.3

Probationer Quarterly Progress Report Form

Probationer Name: _____

ARC Chair Name: _____

Quarter/Year Reviewed: _____

The probationer's performance this quarter was:

- **SATISFACTORY OR MORE THAN SATISFACTORY**
- **NEEDING IMPROVEMENT**

If needing improvement, please include scheduled date of Improvement Plan conference: _____

Comments:

Appropriate Administrator: _____ **Date:** _____

cc: Committee members

Probationer: _____ **Date:** _____

APPENDIX H.4

Faculty Program for Improvement Form

Faculty Name: _____

Administrator Name: _____

Quarter/Year: _____

Please fill out in narrative form, as concisely and specifically as possible.

Date of Initial Conference with Faculty: _____

Areas Needing Improvement:

Plan to overcome area(s) needing improvement:

Follow-up Conferences and Dates:

(Use extra sheets as necessary.)

Appropriate Administrator: _____

Date: _____

Faculty: _____

Date: _____

APPENDIX I: SABBATICAL 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.

Contents:

- **I.1: Application for Sabbatical Leave**
- **I.2: Sabbatical Leave Application Administrative Input**
- **I.3: Sabbatical Leave Committee Recommendations**
- **I.4: Need for Additional Qualified Faculty**

APPENDIX I.1.
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 SABBATICAL:

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;
 - 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 I.2.
Sabbatical 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 the 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.
 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:

**APPENDIX I.3.
Sabbatical Leave Committee Recommendations**

The College President shall receive the recommendations of the Sabbatical Leave Committee and shall submit those recommendations as received to the Board of Trustees in a timely manner. The Sabbatical Leave Committee and all recommended leave applicants shall receive copies of written administrative recommendations to the Board of Trustees.

Recommendations of the Sabbatical Leave Committee (in descending order)

	Name	Proposal Title	Quarter	Notes
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

The following do not qualify for a leave.

	Name	Proposal Title	Quarter	Notes
1.				
2.				
3.				
4.				
5.				

APPENDIX I.4.

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 J: 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

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

- 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 organization

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.

APPENDIX K: FACULTY DEPARTMENTS

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

Advanced Manufacturing
Arts & Journalism
Aviation Maintenance Technology
Business/Business Technology
Chemistry
Communication Studies
Cosmetology
Counseling, Human Development, and Human Services
Early Childhood Education/Education
Engineering/Computer Science
English
Entry Advising and College Success
Health Sciences
Information Technology
Library Media Services
Life Sciences
Mathematics
Nursing
PE, Health & Wellness
Physical Sciences
Public Safety
Social Sciences
Transitional Studies
Welding and Fabrication
World Languages

APPENDIX L: COMMITTEE LIST

Examples of Committees:

- Appointment Review Committee
- Instructional Council
- Sabbatical Leave Committee
- Faculty Development Committee
- Contract Administration Committee
- Faculty Senate Council
- Guided Pathways Steering Committee

Please review other opportunities with your Dean for approval.