

HCEA-HC AGREEMENT 2022-2025

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100 INTRODUCTION

This agreement was produced through negotiations between the Board of Trustees represented by the College's administration, referred to as the "College," and the Highline College Education Association, referred to as "HCEA". HCEA is recognized by the college as the exclusive bargaining agent per RCW 28B.52.020, as now adopted or hereafter amended, for all faculty members employed or to be employed by the College.

The College administration and HCEA share a mutual interest in supporting the College mission, vision and values.

- 1) Both the College and the HCEA recognize that accomplishing the College's mission and values, including meeting equity goals for students, requires a commitment to fostering workplace equity for the College's faculty.
- 2) Both the College and the HCEA recognize that closing equity gaps for students requires faculty commitment to engage in equity pedagogy and strong, multi-faceted institutional support from the College.

101 OBJECTIVES

In developing and negotiating the provisions set forth in this contract, the College and the Highline College Education Association were guided by the following objectives:

- 1) To mutually work to attract and retain highly qualified educators;
- 2) To provide comparable pay for comparable preparation, experience and performance as professional educators;
- 3) To mutually support and expert faculty professional growth in alignment with the mission of Highline College and encourage all faculty members to improve their professional preparation, skills, and performance for the benefit of the students, the College, the profession, and the community;
- 4) To encourage all faculty members in their efforts to maintain their enthusiasm for teaching and professional improvement.

102 WORKING CONDITIONS

Both HC and HCEA recognize that productivity and morale are strongly influenced by working conditions. Therefore, the College will maintain and improve, whenever appropriate, the general working conditions while maintaining a focus on the needs and goals of our students. HC recognizes the importance of creating and maintaining working conditions that support faculty in practicing equity pedagogy.

The College values professionalism among its employees and representatives in carrying out the College's mission. Professionalism includes demonstrating excellence, integrity, respect, compassion, and accountability in all our work interactions and responsibilities. The College and the HCEA recognize that perceptions of workplace interactions are the result of interpretive processes and therefore culturally mediated. Given this, the College and the HCEA will make all reasonable attempts to practice and recognize professionalism in a culturally responsive manner. Employees are expected to be courteous, respectful, and helpful to students, vendors, customers, visitors, and other employees in all their work assignments in accordance with the [Highline College Respectful Work Environment Policy](#).

103 ASSOCIATION RIGHTS

By October 1 of every year, the College will provide an electronic roster of all full-time faculty in an Excel format. The roster should include the following information: employee name (first and last), employee identification number, home address, home telephone number, personal and work email, job title/position, current assignment, and date of hire, when such information is held by the College. Such list will include the names of all bargaining unit members regardless of their membership status with the Association.

By the Wednesday of the third week of each quarter, the College will provide an electronic roster of all part-time faculty in an Excel format. The roster should include the following information: employee name (first and last), employee identification number, home address, home telephone number, personal and work email, job title/position, current assignment, and date of hire, when such information is held by the College. Such list will include the names of all bargaining unit members regardless of their membership status with the Association.

The College shall provide the HCEA with access to new employees within thirty (30) days of the employee's start date within the bargaining unit. Such access may occur during a new employee orientation provided by the College, or at another time mutually agreed to by the College and the HCEA. The access shall be for no less than sixty (60) minutes within 30 days and shall occur during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the College and the HCEA.

104 DEFINITIONS

Administrator: Any person employed either full-time or part-time by the College who performs administrative functions as at least 50% or more of their assignment and has responsibilities to hire, dismiss, or discipline other employees shall hereinafter be termed "administrator."

Administrative Appointment: employment in a specific administrative position as determined by the President or individual with similar qualifications designated by the President.

Association: The Highline College Education Association (HCEA and its affiliates); the faculty organization recognized as the majority organization representing faculty pursuant to Chapter RCW 28B.52.020.

Backwards design: Also known as understanding by design, backward design is the process of designing assignments and courses by starting with what students should know and be able to do by the end of the course, then considering how students show evidence of those understandings and proficiencies, and finally, designing the instructional activities that would be most appropriate given the first two elements.

Board of Trustees: The Board of Trustees of Community College District 9

Chief Academic Officer (CAO): Vice President for Academic Affairs or highest-level administrator in Instruction. The CAO has direct line responsibility over the faculty.

Chief Student Services Officer (CSSO): Vice President for Student Services or highest-level administrator in Student Services.

Calendar:

Fall quarter	62 days = 56 instructions + 4 Opening Week + 1 PDD + 1 faculty workshop
Winter quarter	54 days = 53 instructions + 1 faculty workshop
Spring quarter	54 days = 52 instruction + 1 PDD + 1 faculty workshop

Contract Year: Individual full-time faculty contracts, consistent with Board-approved calendar, will be 170 days. Contract days beyond 170 shall be compensated at 1/170 of the annual salary.

Days: workdays Monday through Friday, excluding holidays, as published in the official Highline College calendar.

Divisions, Departments, or Equivalent: organizational units of academic and other employees established by management. For the purposes of representation, library faculty are part of the Arts and Humanities Division, and faculty counselors are assigned to the Health, Physical Education (P.E.), and Education Division.

Equity pedagogy: Teaching based on the science of learning, with high expectation within a rigorous, critical thinking, problem solving, active learning curriculum using anti-racist, culturally responsive, and inclusive practices.

Faculty: the aggregate of all professors, counselors, and librarians employed by the College and covered by this agreement.

Faculty employee (for purposes of Section 8.5): any teacher, counseling faculty, faculty librarian or Division Chair, who is employed by Community College District No. 9, or the HCEA President in the event of an association grievance, with the exception of those holding administrative appointments as defined by the Board of Trustees.

Family members are defined as spouse, parents, parents-in-law, children, brothers, sisters, grandparents, grandchildren, stepparents, stepchildren, foster parents, foster children, in loco parentis relationship, guardianship relationships, registered domestic partners, and spouses or registered domestic partners of the aforementioned, as applicable.

Household members are defined as persons who reside in the same home who have reciprocal duties to each other and at least one provides financial support for the other. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or rental agreement.

Other close relatives are defined as including aunts, uncles, and persons who are permanent members of the household at the time of their death.

Full-time Faculty Appointment: full-time contract in a tenure track or tenured position as a classroom teacher, counselor, librarian or other position for which training, experience, and responsibilities are comparable as determined by the President. Faculty appointment shall also mean department heads, division heads, and administrators to the extent that such department heads, division heads, or administrators have status as a classroom teacher, librarian or student services faculty. For the purposes of this contract, faculty on one-year temporary appointments (lecturers) are considered full-time.

Full-time Faculty: Lecturer, tenure-track or tenured faculty member who has a faculty appointment.

Full-time faculty presence on campus: Full-time faculty may teach a schedule composed of a mix of face-to-face, hybrid, and online courses that meet college needs for respective programs and disciplines. Regardless of teaching modality, full-time faculty are expected to have a weekly presence on campus sufficient to conduct college business and fulfill college service obligations, including responding to emergent student needs and opportunities that may arise to collaborate with colleagues.

Full-time to Adjunct Faculty ratio: the ratio of full time to adjunct faculty calculated as a percentage of credits taught in Fall, Winter, and Spring quarters, using data drawn from “faculty workload” in ctcLink.

HC and HCEA agree to a shared interest in increasing the percentage of credits taught by FT faculty at a rate to be mutually determined based on available resources.

HCA: Health Care Authority

HCEA: Highline College Education Association, the faculty organization recognized as the majority organization representing faculty pursuant to Chapter RCW 28B.52.020.

Instructional calendar: schedules the faculty for days of instruction, professional development, planning, grading, and finals, encompassing 170 workdays.

Lecturer (one-year temporary appointment): an appointment for one academic year to teach 40 credits; may be renewed; considered full-time faculty.

Management: The President of the College, administrators as defined above, and the Board of Trustees of the College shall be hereinafter termed “management.”

Northwest Commission on Colleges and Universities (NWCCU): The Northwest Commission on Colleges and Universities (NWCCU) is recognized by the United States Department of Education (USDE) and the Council on Higher Education Accreditation (CHEA) to accredit postsecondary institutions.

NLRB: National Labor Relations Board.

OFM: Office of Financial Management.

Part-time faculty appointment: a quarterly faculty appointment, usually for less than full-time, that has no expectation of continuance.

PERC: Public Employment Relations Commission.

RCW: Revised Code of Washington. RCW is the compilation of all permanent laws now in force.

SBCTC: State Board for Community and Technical Colleges.

WAC: Washington Administrative Code. Regulations of executive branch agencies are issued by authority of statutes. Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency.

Work Week: For the purposes of calculations referenced in this contract, the normal work week for FTF shall be 40 hours spent on college services as assigned.

105 CONDITIONS OF AGREEMENT

- 1) Applicability – The provisions of this agreement, as specified in this agreement, apply to all faculty who are employed by the college. However, for certain positions, which are funded solely by grants, special service agreements or other nontraditional funding sources, there may be exceptions to provisions of the negotiated agreement.
- 2) Individual Employment Agreement – Individual employment agreements are established between the Board and each faculty employee. Management has the right to modify these individual employment agreements, but management's exercise of this right shall not alter the conditions of this negotiated agreement.
- 3) Savings Clause – If any provision of this agreement or the application thereof is held invalid, the invalidity shall be severed and not affect other provisions or applications of the agreement. The remaining parts or portions of this agreement shall remain in full force and effect.

200 SALARY AND COMPENSATION

201 FULL-TIME FACULTY SALARY SCHEDULES

Full-Time Faculty Salary Schedule Effective Fall 2022					
Step	A	B	C	D	E
2	69069				
3	70294				
4	71520				
5	72745				
6	73969				
7	75195				
8	76420				
9	77646				
10	78871				
11	80097				
12	81322	82547			
13		83772			
14		84998	86223		
15			87448		
16			88674	89899	
17				91124	
18				92349	
19				93575	94800
20					96026
21					97251
22					98477
23					99702

- 1) Faculty are eligible to apply for column advancement from A to B after having been in A11 for at least one year.
- 2) Faculty must be in Col B or Col C for two years before they are eligible to move.
- 3) Faculty must be in Col D for three years before they are eligible to move.
- 4) In all cases movement is only possible if there is a step to move to.
- 5) Movement is over a Column and down a step from the previous year's step. This movement replaces a regular step increment.

Full-Time Nursing Faculty Salary Schedule *					
Effective Fall 2022					
Step	A	B	C	D	E
2	89282				
3	90507				
4	91733				
5	92958				
6	94182				
7	95408				
8	96633				
9	97859				
10	99084				
11	100310				
12	101535	102760			
13		103985			
14		105211	106436		
15			107661		
16			108887	110112	
17				111337	
18				112562	
19				113788	115013
20					116239
21					117464
22					118690
23					119915

*This salary schedule effective through 6/30/23. Continuation contingent on legislative funding.

- 1) Faculty are eligible to apply for column advancement from A to B after having been A11 for at least one year.
- 2) Faculty must be in Col B or Col C for two years before they are eligible to move.
- 3) Faculty must be in Col D for three years before they are eligible to move.
- 4) In all cases movement is only possible if there is a step to move to.
- 5) Movement is over a Column and down a step from the previous year's step. This movement replaces a regular step increment.

201.1 RAISES

Should the legislature authorize and allocate a salary increase for faculty, the Association and the College agree to develop the full-time faculty salary schedules as provided in the enabling legislation. The actual schedules will be prepared once all data are available including retention-related column advancements. The amount of the salary increase shall include the full percentage authorized by the Legislature and any additional raises(s), including optional or merit raises as approved by the Legislature or the State Board for Community and Technical Colleges (SBCTC). The increase shall be applied consistent with all laws, guidelines, rules, or regulations established by the Legislature, OFM, or SBCTC. The HCEA may appoint a committee of one to three persons to monitor the calculations used to construct these schedules.

201.2 FACULTY INCREMENTS

Full-time faculty increments (steps on the salary scale) are funded at up to 1.0% of the full-time faculty salary base for the three-year contract period (2022-2023, 2023-2024, and 2024-2025). Faculty increments are in lieu of negotiating turnover funds.

Lecturers who have not yet reached A12 shall be eligible for increments.

201.3 SUMMARY OF STEP INCREASES (INCREMENTS)

Following initial placement, vertical movement within a column is one step downward for each year of satisfactory service in the position to which the faculty member has been assigned.

202 INITIAL PLACEMENT FOR FULL-TIME FACULTY

202.1 INTRODUCTION TO INITIAL PLACEMENT

- 1) Faculty, as defined by RCW 28B.50.851 (3)(a), at Highline College, other than administrative and temporary personnel, are paid according to the salary schedules contained in this document.
- 2) When initially hired, a full-time faculty member's initial placement is determined using both their years of relevant experience and their qualifications in the form of degrees and credits, as outlined below. Other qualifying criteria may also be considered in initial placement.

202.2 DETERMINING RELEVANT EXPERIENCE, DEGREES AND CREDITS

- 1) Relevant Experience
In determining years of relevant experience, the College will consider the following categories, with teaching experience being calculated on a traditional academic year:
 - a. The number of years of experience in an institution of higher education directly related to the teaching assignment for traditional academic field, or directly related professional experience for librarians or counselors. After prorating any part-time teaching to a full-time teaching assignment, each such year of experience will be credited as one year of relevant experience (1:1).
 - b. Teaching assistant experience in an instructional capacity in higher education, prorated to a full-time teaching assignment. After prorating, each such year of experience will be credited as one year relevant experience (1:1). Four years maximum relevant experience will be granted in this category.

- c. The number of years of full-time experience in elementary and secondary education. Each such year of experience will be credited as one year of relevant experience (1:1), but only if the experience is directly relevant to the teaching assignment.
 - d. The number of years of employment in a full-time faculty assignment at a non-accredited, post-secondary institution. Each such year of experience may, at the discretion of the CAO, be credited as up to one year of relevant experience (1:1).
 - e. The number of years in employment directly related to the teaching assignment, but outside of higher education. Each such year of experience will be credited as 0.75 year of relevant experience.
- 2) Relevant Degrees and Credits
- a. For initial placement, degrees must be earned from fully accredited institutions, or, in the case of non-accredited institutions, be approved by the CAO.
 - b. For initial placement, credits are defined as college quarter hours of credits or the semester hour equivalent. All credits beyond the Bachelor's degree must be directly relevant to the faculty assignment, completed at a fully accredited institution or verified international equivalent.

202.3 DETERMINING INITIAL PLACEMENT

Once relevant years of experience and relevant degrees and credits have been determined as in section 202.2, initial placement on the salary schedule is determined using the following criteria.

- 1) Faculty with an earned doctorate
Faculty with an earned doctorate and less than 2 years of relevant experience are placed at step A5. Faculty with 2 years of experience are placed at step A6 and additional years of relevant experience are used to move the faculty additional steps on the salary schedule at the rate of one step per year of relevant experience, up to a maximum of step A10.
- 2) Faculty with a master's degree plus 90 graduate credits or master's degree and ABD status in a doctoral program
Faculty with a master's degree plus 90 graduate credits and less than 2 years of relevant experience, or a master's degree and all-but-dissertation (ABD) status in a relevant doctoral program and less than 2 years of relevant experience are placed at step A3. Faculty with 2 years of experience are placed at step A4 and additional years of relevant experience are used to move the faculty additional steps on the salary schedule at the rate of one step per year of relevant experience, up to a maximum of step A10.
- 3) Faculty with a master's degree
Faculty with a bachelor's or associate's or similar and less than 2 years of relevant experience are placed at step A2. Faculty with 2 years of experience are placed at step A3 and additional years of relevant experience are used to move the faculty additional steps on the salary schedule at the rate of one step per year of relevant experience, up to a maximum of step A8.
- 4) Faculty Candidates with bachelor's or associate's degrees
Faculty with a bachelor's or associate's or similar and less than 2 years of relevant experience are placed at step A2. Faculty with 2 years of experience are placed at step A3 and additional years of relevant experience are used to move the faculty additional

steps on the salary schedule at the rate of one step per year of relevant experience, up to a maximum of step A8.

5) Summary table

The table below summarizes 202.3 placement language where “YRE” stands for years of relevant experience:

A Column Step	AA/BA/BS	MA/MS	MA/MS + 90 Grad Credits	ABD	Earned doctorate
2	0-1 YRE				
3	2 YRE	0-1 YRE	0-1 YRE	0-1 YRE	
4	3 YRE	2 YRE	2 YRE	2 YRE	
5	4 YRE	3 YRE	3 YRE	3 YRE	0-1 YRE
6	5 YRE	4 YRE	4 YRE	4 YRE	2 YRE
7	6 YRE	5 YRE	5 YRE	5 YRE	3 YRE
8	7 YRE	6 YRE	6 YRE	6 YRE	4 YRE
9			7 YRE	7 YRE	5 YRE
10			8 YRE	8 YRE	6 YRE

6) Other Placement

Placement on the salary schedule of people who do not meet the above requirements in section 202.3. will be made by the CAO, in collaboration with the Division Chair.

7) Exceptional Placement

Exceptional placement on the salary schedule may be considered for candidates by the CAO with the support of the Division Chair.

8) Evidence for Original Placement

It is the responsibility of the applicant to provide official transcripts of all relevant college work and other evidence required for initial placement on the salary schedule to the College's Human Resources Department. Initial placement on the schedule will be based on relevant experience and transcripts available at the time of the employment offer. Provisional placement based on work in progress (e.g., summer completion of a thesis) will be granted upon request and appropriately documented but will not be implemented until the pay period subsequent to the submission of documentation.

9) Appeals

- a. Questions about placement should first be directed to the Office of Instruction (full-time) or Human Resources (part-time) to seek clarification.
- b. A formal appeal to initial placement, (Section 202), including questions of relevancy of credits and degrees, may be taken to an Ad Hoc Placement Appeals Committee. Appeals of initial placement must be made before the end of the first quarter of the probationer’s appointment. The Ad Hoc Placement Appeals Committee shall make its recommendation to the President by the sixth week of the following quarter. The President shall accept or reject the recommendations of the Committee by the end of the first week of the third quarter of the probationer’s appointment.
- c. The Ad Hoc Placements Appeals Committee shall have a membership of three consisting of an HCEA representative appointed by the HCEA Board, the Division Chair of the affected division, and one representative appointed by the College President.

203 LECTURER APPOINTMENTS

At the initiative of the Coordinator or Division Chair and following the hiring process outlined in section 801.3 the CAO may approve a temporary lecturer position for a partial contract. Typically, the teaching load would be 40 credits or the equivalent, less than full-time.

- 1) Lecturers will be placed in Column A of the full-time faculty salary schedule using the procedure described above. Lecturers will be paid not less than 82% of the per credit rate for that step for up to 40 credits. Placement will be at the discretion of the CAO in consultation with the appropriate Division Chair.
- 2) For Fall 2022 only, continuing lecturers' placement will be reevaluated according to the 2022-2025 negotiated agreement. In these instances, faculty will not be moved to a lower salary step.

204 FACULTY INTERNS

Faculty interns are appointed into non-tenure track positions using the same process as lecturer positions. Teaching load is 40 credits or the equivalent.

204.1 FACULTY INTERN SALARY

Salary for the faculty intern is no less than 75% of the lowest salary step of Column A on the Full-time faculty salary schedule. Salaries above this rate may be offered at the recommendation of the Division Chair with the agreement of the CAO.

205 PART-TIME FACULTY PLACEMENT AND SALARY

205.1 COLUMN PLACEMENT

Part-time Faculty Placement is based on the criteria in Section 202 and Column placement is as follows:

- 1) Step A2 = Column 1
- 2) Steps A3 to A4 = Column 2
- 3) Steps A5 or higher = Column 3

205.2 REFERENCE FULL-TIME SALARY STEPS

Once Column placement is determined, the following adjusted reference Salary Steps will be used:

Column I = A2
Column II = A4
Column III = A6

205.3 CREDIT HOUR RATE

Credit Hour (or Credit Hour Equivalent) Rate – Part-time faculty (and full-time faculty with moonlight) are compensated using the following formula:

2022-2023 Credit Hour Rate = (Full Time Salary Reference Step x 68%) / 45
2023-2024 Credit Hour Rate = (Full Time Salary Reference Step x 69%) / 45
2024-2025 Credit Hour Rate = (Full Time Salary Reference Step x 70%) / 45

Highline College is committed to increasing the part-time faculty salary scale to 80% of the full-time salary scale by Summer 2028 subject to negotiations and the availability of funding.

In the case where total annual tuition, Running Start reimbursement, and ISP revenue exceeds \$26.4 million in a given fiscal year, the College agrees to dedicate at least 30% of any surplus above that figure to achieving the part-time salary parity target of 80% of the full-time salary scale.

This sub-section recognizes that this contract is one step in a long-term progression towards achieving part-time salary parity. When contract negotiations are next conducted, part-time parity will continue to be a priority.

205.3.1 INSTRUCTIONAL RATE (SUBSTITUTING, ETC.)

1/11 of the credit hour rate per hour.

205.3.2 LAB RATE (LAB, CLINICAL, PHYSICAL EDUCATION ACTIVITY, ETC.)

72% of the credit hour rate per catalog contact hour (lab, physical education activity, etc.) and 72% of the instructional rate per contact hour (clinical. etc.)

205.3.3 PROFESSIONAL SERVICES RATE (FACULTY LIBRARIANS, COUNSELING FACULTY, ETC.)

67% of the instructional rate.

205.4 NOTIFICATION OF PART-TIME FACULTY TEACHING SCHEDULE

The College will issue a contract or notify part-time faculty of their scheduled hours for a quarter no less than 2 weeks before the quarter begins. If a contract has not been issued, the notification will include classes or scheduled hours (part-time faculty librarians and counselors), per-credit hour rates of pay by column, the total scheduled credit hours or credit-hour equivalent, and the total pay by column.

205.5 PART-TIME FACULTY OFFICE HOURS

Part-time faculty must be available to students outside of class time for consultation. Availability may include (but is not limited to) the following means of communication: before and after class conferences; email; telephone; and office hours.

Part-time faculty will have the following office hours expectations tied to the percentage of Full-Time Salary Reference Step that they are receiving. To the extent classes taught are online or hybrid, office hours may be held proportionally online.

- 1) Less than 75% - To be available for meeting with students or staff by appointment
- 2) 75% to 79.99% - To be available for meetings with students or staff without appointments. For each five- credit or credit-equivalent class, faculty are expected to be available approximately one hour total through the week, with some variation in days available (and times, if possible) for the convenience of the student.
- 3) 80% or more - To be available for meetings with students or staff without appointments. For each five- credit or credit-equivalent class, faculty are expected to be available approximately one hour and forty minutes total through the week, with some variation in

days available (and times, if possible) for the convenience of the student. To the extent classes taught are online or hybrid, office hours may be held proportionally online.

206 COLUMN ADVANCEMENT FOR PURPOSES OF RETENTION

Column advancements are offered as a retention incentive for faculty members who meet certain qualifications and performance standards as outlined in section 206.4 below.

206.1 PROCEDURE FOR APPLYING FOR COLUMN ADVANCEMENT

- 1) Column advancement shall be suspended or halted only upon direct prohibition by the Legislature, the Governor, or other competent authority.
- 2) The Office of the CAO will notify faculty members of their eligibility for column advancement consideration.
- 3) Requests for promotion must be made by application to the CAO. For column advancement for the current academic year, applications with supporting documentation are due by 5pm on the last Monday in October.

206.2 APPLICATIONS FOR COLUMN ADVANCEMENT

Applications for promotion will be evaluated by the CAO.

206.2.1 COLUMN ADVANCEMENT COMMITTEE REVIEW

For those applications for which the CAO anticipates denial, the following steps will apply:

- 1) The CAO will convene a meeting of the Column Advancement Committee to review the steps of the review process. At that time, the CAO will share materials provided to eligible faculty (i.e., notes, sample portfolios, and/or other documents), and/or rubrics or frameworks used to evaluate promotion portfolios.
- 2) Following the meeting, the CAO will put reasons for denial into writing and forward to the Column Advancement Committee.
- 3) The Column Advancement Committee will consist of three faculty members selected in a process to be determined by the faculty association. Faculty members on the committee must have been granted column advancement and may not be an applicant for column advancement while serving on the committee.
- 4) The Column Advancement Committee will review the portfolios where denial is anticipated, and the reasons for the proposed denial, and other portfolios as appropriate. The Column Advancement Committee will then meet and confer with the CAO prior to any final decision on the part of the CAO, to ensure that all aspects of the application have been fully considered and that the stated reasons for denial are clear and substantiated.
- 5) The CAO will inform all applicants of their final decision, with reasons for denial in writing. The CAO will encourage those who are denied meeting with the CAO to discuss the reasons for denial and suggestions for increasing the likelihood of success in future applications.

206.2.2 USE OF COLUMN ADVANCEMENT DOCUMENTATION

With the exception of institutional or program accreditation, applications and their supporting documentation shall not be used for any other purpose other than column advancement consideration, unless it is at the written request of the faculty member and with the written permission of the author/maker. Names of the faculty members will be removed from data unless required for institutional or program accreditation.

206.4 CRITERIA FOR COLUMN ADVANCEMENT

206.4.1 APPLICATION FORMAT

In applying for column advancement, the faculty member may choose to use the post-tenure evaluation portfolio format, or an alternate design. The recommended format is to use the heading and subheadings in the Highline College Criteria for Tenure to organize your portfolio.

206.4.2 APPLICATION TIME-SPAN

Only material generated since the last column advancement will be considered. Since the previous promotion, the faculty member must demonstrate:

206.4.3 TEACHING OR PROFESSIONAL EXCELLENCE

Teaching excellence or professional excellence (for non-teaching faculty) (for Faculty Librarians and Counseling Faculty)

Teaching excellence or professional excellence consistent with the description of teaching excellence in the tenure review guidelines, [Highline College Criteria for Tenure](#), approved May 21, 2014. Faculty should address each of the sub-criteria under the heading of teaching effectiveness. Successful applications include descriptions of specific practices used under each heading, a rationale for using those practices, and a discussion of the effectiveness of the practices, including student work where applicable. Successful applications should include consistent and significant student voice in the form of student work, student evaluations, and/or student feedback.

In alignment with Highline's mission, faculty are encouraged to:

- 1) Reflect on their efforts to engage in equity-pedagogy and implement anti-racist, inclusive, and/or culturally responsive practices in courses they have taught during this period.
- 2) Reflect on insights gained through completing annual student learning outcomes assessment reports since the last promotion, participating in their annual department assessment retreat and, as appropriate, implementing a backwards design approach in courses taught (assess student learning outcomes and use data to modify instruction).
- 3) reflect on efforts to use the Highline College inclusive syllabus template or to make their syllabi more inclusive, and/or to make course materials more accessible to diverse learners (communicate effectively).

206.4.4 EQUITY-COMPETENT EDUCATIONAL PLANNING

Equity-competent educational planning (aka advising) might include mentoring advisees on coursework, program and/or transfer options, career plans, and graduation requirements; helping the student create an academic plan reflective of students' academic and career goals; addressing concerns regarding academic progress; providing referrals to campus services as needed; and assisting with timely registration.

Faculty are encouraged to discuss participation in in-class advising, small-group advising, Pathway Advising days, or individual work with students.

206.4.5 LEADERSHIP

A history of consistent, significant participation in the shared governance of the College that exceeds assigned responsibilities, including (but not limited to) activities such as:

- 1) Contributions and collaborations designed to strengthen and improve the implementation of anti-racist, inclusive, and/or culturally responsive practices in classes and across the campus
- 2) Contributions and collaborations designed to strengthen and improve the implementation of equity-focused, discipline-centered pedagogy and curriculum design within a program, discipline, department, or division, or in state-wide communities of practice
- 3) Contributions and collaborations designed to strengthen and support equity competent educational planning for all credential seeking students, including collaborations with professional advisors in Student Services
- 4) Contributions and collaborations designed to strengthen and improve the use of no cost and low-cost curricular resources at Highline College
- 5) Contributions and collaborations designed to increase the effectiveness of program review or program improvement so that the process results in tangible results aligned with the mission of the college
- 6) Contributions and collaborations designed to strengthen and improve student learning outcomes assessment at the course, program and/or core competency level
- 7) Contributions and collaborations designed to strengthen and improve the implementation of evidence-based high impact practices (i.e., course-based undergraduate research, collaborative assignments and projects, learning communities, writing intensive courses, study abroad, internships/externships)
- 8) Contributions to events and projects designed to encourage people residing in Highline's service areas to attend Highline
- 9) Other contributions designed to promote Highline's mission, vision, and values and strengthen the campus community
- 10) Contributions to the prestige of the College through community service, in teaching, or through contributions to pedagogy or the discipline community outreach or service, through the sharing of innovations in teaching or advising, and/or through contributions to the discipline or field external to the college may also be included as long as the benefits to students and the campus community are clearly stated.

Faculty should include a description of the leadership activities and a discussion of the impact.

206.4.6 SERVICE

- 1) Service to the College consistent with assigned responsibilities. Faculty are encouraged to discuss participation in college committee work, governance bodies, task forces, mentoring, and/or department and division activities such as, but not limited to, the following:
 - a. in-class advising, pathway advising, group advising
 - b. program map updates
 - c. program/discipline review or program improvement
 - d. specialized accreditation
 - e. efforts to ensure expectations for student learning and achievement are consistent across sections of the same course
 - f. revisions to course learning outcomes and course materials
 - g. review and revision of department or division student evaluation questions
 - h. participation in Advisory Committee meetings and implementation of committee recommendations
 - i. efforts to ensure part-time faculty and lecturers feel welcomed and included in departmental affairs
- 2) Service to the profession consistent with assigned responsibilities.

206.4.7 PROFESSIONAL DEVELOPMENT

Significant and consistent professional development aligned with Highline's mission and the faculty member's responsibilities. Descriptions of professional development should include an explanation of the expected or actual benefits as they relate to the faculty member's assignment.

206.5 STUDENT EVALUATIONS OR OTHER STUDENT FEEDBACK

In addition to addressing the criteria for advancement in section 206.4, faculty should include recent student evaluations and other feedback that references teaching effectiveness. Student evaluations from all class sections taught in at least three different quarters should be included. Student evaluations from at least one quarter in each of the two most recent years should be included. (Faculty applying in 2022-2023 and 2023-24 should include multiple quarters, but are not required to have student evaluations from multiple years.) Several quarters of student evaluations across several years may establish a pattern of effective teaching. Faculty who use other methods for eliciting student feedback are encouraged to include both the feedback and a description of the strategy they used (mid quarter assessment, SGID, survey) to elicit the feedback.

207 STIPENDS

207.1 DIVISION CHAIR

The quarterly stipend (summer, fall, winter, and spring quarters) for Division Chairs is equal to a 3-credit part-time faculty assignment paid at the step A6 rate.

207.2 COORDINATOR

Coordinator stipends will be distributed using the Coordinator stipend matrix as negotiated by HCEA and Administration. A copy of the current matrix is filed with the CAO and the HCEA Executive Committee. The Coordinator matrix will be negotiated annually by the CAO and HCEA.

Objective criteria used to calculate the stipends may include, but will not necessarily be limited to:

- 1) The number of full-time faculty assigned to the department
- 2) The number of part-time faculty;
- 3) Laboratory supervision;
- 4) Size of departmental supplies/materials budget;
- 5) Supervision of classified staff;
- 6) Summer school planning; and
- 7) Departmental complexity factor.

The funds available will be increased by a percentage equal to any general faculty salary increases, at the time such increases are granted.

207.3 BAS COORDINATOR STIPEND

Coordinators of BAS programs shall receive an annual stipend of \$2000.

207.4 DOCTORATE STIPEND

A full-time faculty member who, after their initial placement at Highline College, earns a doctoral degree from an accredited institution in a relevant discipline shall receive each year a Doctoral Stipend increase equal to the current value of one step increment from the full-time faculty salary schedule. If the doctorate is earned in the course of the academic year, the stipend will be pro-rated based on the contract length of 170 days.

The Doctoral Stipend Increase will be in addition to any other step increase (increment) or promotion earned by the faculty member and will be effective at the beginning of the following month after the granting of the degree. It is the responsibility of the faculty member to provide the appropriate documentation to Human Resources to obtain this stipend.

This section is applicable to doctoral degrees earned after September 1, 2009.

207.5 STIPENDS FOR MEETING PARTICIPATION (PART-TIME FACULTY)

Funds are set aside annually to support part-time faculty participation in campus governance. Part-time faculty may request a stipend to attend department-specific professional development, program planning, assessment sessions, or other similar activities through a process managed by the Office of Instruction.

- 1) Meeting participation: \$35/hour

207.6 PROJECT RATE

Curriculum development, paid professional development, learning outcomes review, project work: \$45/hour

207.7 INDEPENDENT STUDY RATE

\$45/credit/per student for up to three students per course.

207.8 PRIOR LEARNING ASSESSMENT RATE

- 1-2 credits—\$60
- 3-4 credits—\$96
- 5-6 credits—\$144
- 7-10 credits—\$180

207.9 INTERNSHIP/COOP RATE

\$125 per student

207.10 LOW-ENROLLED CLASSES

Small class section compensation may apply for classes that fall into one or more of the following categories:

- 1) Classes required for students to finish a degree or program that is being closed or redesigned
- 2) Classes required for students to finish a series, particularly when the series transfers as a whole
- 3) Classes required for graduation or program completion and offered infrequently
- 4) Classes listed as Supporting Courses in Prof Tech programs

207.10.1 SMALL CLASS SECTION COMPENSATION MODEL

- 1) The model is available when the number of students in a single small class section is 1-7. Classes with enrollment between 8 and 12 may run under this model, but compensation will not exceed the amount paid for a 7 student, 5 credit class.
- 2) Compensation will include a \$250 curriculum stipend and a per credit per student amount of \$100. The per student per credit compensation will be as follows with the curriculum stipend added to the number shown in the table.

Small Class Section Instruction Compensation by Students and Credits							
	Students						
Credits	1	2	3	4	5	6	7
1	\$ 100.00	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00
2	\$ 200.00	\$ 400.00	\$ 600.00	\$ 800.00	\$ 1,000.00	\$ 1,200.00	\$ 1,400.00
3	\$ 300.00	\$ 600.00	\$ 900.00	\$ 1,200.00	\$ 1,500.00	\$ 1,800.00	\$ 2,100.00
4	\$ 400.00	\$ 800.00	\$ 1,200.00	\$ 1,600.00	\$ 2,000.00	\$ 2,400.00	\$ 2,800.00
5	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00	\$ 3,000.00	\$ 3,500.00

- 3) For full-time and one-year faculty, small class sections taught under this model will not be counted as part of regular quarterly class loads.
- 4) If a class is taught under this model, the class will count as a full course for the purposes of part-time faculty benefit calculations.

- 5) If a class is taught under this model, the class section will be excluded from departmental class enrollment averaging.

Academic Affairs will provide a list of class sections taught under this model to HCEA on a quarterly basis. This list will include, at a minimum, quarter, department, course number, class title, student enrollment, faculty name, and faculty compensation.

208 PAYMENT FOR CANCELED CLASSES (ADJUNCT FACULTY)

Classes may be canceled at the discretion of the College because of insufficient enrollment or other extenuating circumstances. Payment for canceled classes may vary with the type of assignment but will generally follow this schedule: If canceled prior to one week before starting date of the class, no payment will be made; if canceled within one week of the starting date of the class, payment will be prorated on the basis of one class session; if canceled any time after the initial class session, payment will be based on a fractional part of the contract completed.

209 SUMMER SCHOOL SALARIES

Summer school assignments are considered separate from the basic contracted obligations of the individual full-time faculty member and the College.

Full-time faculty may choose to contract as part-time faculty for summer teaching assignments. Faculty choosing to contract as part-time faculty will be paid according to their current part-time faculty column placement per section 205 and will have the same responsibilities as part-time faculty per section 300.

Full-time faculty may choose to be paid a base salary for the summer session that is based on 17 percent of normal base salary for the year preceding the summer session for 10 credits or credit-equivalents. Faculty who choose the 17% option agree to participate in institutional responsibilities outlined in 209.2.3. Full-time faculty scheduled to teach summer quarter will be asked by the Office of Instruction (after course construction) as to which rate/obligation they would like to be paid no later than May 15. Information regarding the workload expectations connected with both pay rates will be communicated.

209.1 SALARY CALCULATIONS

209.1.1 TEACHING

A full load for calculating summer classroom teaching salaries is defined as teaching from 10 to 12 credit hours or the equivalent excluding special courses with low enrollments. Variable credit classes, learning skills laboratory, reading laboratory, combined class sections, and team-teaching assignments may be included in full load calculations as determined by the CAO in consultation with the appropriate Division Chair.

- 1) Full-time faculty teaching less than ten credit hours or equivalent are eligible only for payment according to the following:

9 credits	90% of 17% (15.3%)
8 credits	80% of 17% (13.6%)
7 credits	70% of 17% (11.9%)
6 credits	60% of 17% (10.2%)

5 credits	50% of 17% (8.5%)
4 credits or less use part-time schedule with two exceptions: When an individual faculty teaching load is reduced to less than five credits by class cancellations after signing a summer contract; or, When a course is an "essential" summer offering, as determined by the CAO in consultation with the appropriate Division Chair, and no other summer faculty is available to teach the course.	

209.1.2 SCHEDULING NON-CLASSROOM ASSIGNMENTS

Counselors and librarians holding regular full-time appointments at the College and assigned responsibilities will be eligible to be paid at the rate in the following table, unless a base salary calculated on their placement on the part-time salary scale is higher.

Contact Hours

Percentage	Librarians	Student Services
17.0%	228	214
15.3%	206	193
13.6%	182	171
11.9%	160	150
10.2%	137	128
8.5%	114	107

209.1.3 PART-TIME FACULTY COMPENSATION

Part-time faculty shall be paid on the Part-time Salary Schedule.

209.2 BASIC ASSIGNMENTS (17% RATE)

209.2.1 BASE SALARY RESPONSIBILITIES

The base salary includes the responsibilities normally associated with teaching of assigned classes, including the professional duties of student evaluation, class preparation, etc. Specifications of these responsibilities are detailed in Section 303.1 and 303.2 of this Agreement.

209.2.2 SUMMER OFFICE HOURS

The base salary also includes regularly scheduled office hours as described in 303.3.8. The number of weekly office hours shall be determined by the following schedule, at least 60% of which will be face to face either on campus or at an alternate instructional site. All other provisions of 303.3.8 remain in effect for summer quarter.

Credits Taught	Weekly Office Hours
8 or more	4
6 or 7	3
4 or 5	2
1-3	1

209.2.3 SUMMER RESPONSIBILITIES

The 17% option base salary includes such activities as outreach, recruitment, support for entering students, and minor incidental institutional responsibilities such as conferences with administrators and meetings with colleagues to serve the needs of the department, division, and/or college. These responsibilities would normally account for up to seven hours for the summer. Approximately 60% of these hours shall be in-person either on campus or at an alternative instructional site.

209.2.4 ADDITIONAL WORK

Additional work will be compensated at the agreed upon rates stated elsewhere in this contract

209.3 FACULTY SELECTION

The schedule of classes offered for the summer quarter will be determined by the needs of the College. Consistent with the summer schedule, summer school assignments will be rotated in an equitable manner among all tenured and tenure-track faculty members within a department who wish assignments and who are qualified for the assignments available. Each department will create written procedures for summer quarter faculty selection that are subject to the CAO's approval. In developing the schedule tenured and tenure track faculty will be given preference over lecturers and part-time faculty for all classes for which tenured and tenure track faculty are qualified. Once registration for summer quarter begins, full-time faculty whose course(s) are canceled may not bump part-time faculty. The determination of the faculty members' qualifications shall reside solely with the CAO.

209.4 ADDITIONAL ASSIGNMENT IN SUMMER

- 1) Additional duty stipends may be awarded to some summer faculty to assume additional responsibilities for those divisions with heavy summer workloads (new program implementation, programs with special admissions challenges, large and/or complex class schedules, etc.). Division Chairs or individual faculty members may initiate requests for these additional duty stipends. Requests for these stipends will follow the normal approval channels and dates used in the class schedule building process. The decision to fund or not fund these requests will be made prior to the first day of student registration for the summer quarter. The need for and authorization of these services will be determined by the appropriate Vice President.
- 2) These stipends will be identified on the Summer School Agreement. Additional duty stipends paid according to the instructor's placement on the part-time salary schedule will be awarded during the summer to faculty who assume additional duties regardless of credits taught in summer school. A faculty member may decline any or all additional summer assignments except those associated with normal Division Chair duties.

210 MOONLIGHT ASSIGNMENTS FOR FULL-TIME FACULTY

Full-time faculty accepting part-time employment beyond their regular full-time appointment during the academic year (moonlight) will be considered part-time academic employees for that portion of their service.

210.1 LIMITS ON MOONLIGHTS

Due to the shared governance, advising, assessment, service and other non- instructional responsibilities of full-time faculty, moonlight appointments are normally limited to no more than 5 credits or credit equivalents per quarter, and they are assumed to involve work outside of regular business hours.

210.2 MOONLIGHT MODALITIES AND SCHEDULING

Unless otherwise approved by the CAO in writing, moonlight appointments are limited to:

- 1) Online sections;
- 2) Weekend sections;
- 3) Classes with a weekday face-to-face meeting time that begins at 7am or earlier;
- 4) Classes with a weekday face-to-face meeting time that begins at 4pm or later.

COL 101 is exempted from these scheduling requirements.

210.3 LECTURER MOONLIGHTS

Lecturers accepting part-time employment beyond their regular 40 credits or 40 credit equivalents during the academic year (moonlight) will be considered part-time academic employees for that portion of their service.

210.4 LECTURER MOONLIGHT EXCEPTION

During the quarter when the lecturer would normally have a 10- credit course load, up to 5 moonlight credits may be assigned in sections meeting during the 8am-4pm times.

210.5 LECTURER MOONLIGHT LIMIT

Moonlight appointments for lecturers are normally limited to no more than 5 credits or credit equivalents per quarter and they are assumed to involve work outside of regular business hours, except as noted in 210.4 above.

210.6 MOONLIGHT OBSERVATIONS AND STUDENT EVALUATIONS

Class observations may be conducted or student evaluation surveys may be administered in sections taught by a full-time faculty on a part-time or moonlight basis based on department practices.

211 ADVISING STIPENDS

211.1 FULL-TIME FACULTY

Full-time faculty who complete the advising activities as outlined in Appendix F and document those activities in the approved online system will receive a stipend of \$400/quarter for Fall, Winter, and Spring quarters. Eligibility for the quarterly stipend will be calculated on the last day of classes for each quarter.

Full-time faculty who advise more than 20 students in a given quarter as documented in the approved online system will be compensated at the rate of \$20 per advisee per quarter. The stipend amount will be calculated on the last day of classes for each quarter.

211.2 PART-TIME FACULTY

Part-time faculty who want to serve as faculty advisors shall complete required advising training at Highline College, for which they will be paid at the non-instructional rate.

Adjunct faculty members who advise students, as documented in the approved online system, will be compensated at the rate of \$20 per advisee per quarter. The stipend amount will be calculated on the last day of classes for each quarter.

212 PROGRAM IMPROVEMENT PROCESS (PIP)

NWCCU requires that Highline College implement a regular and consistent program review process aligned with the College mission. It is the responsibility of Highline College administration to ensure that the process meets these requirements. Programs and departments required to undergo the Program Improvement Process will follow the schedule established by the Assessment Committee.

Any new or existing program that in the future will be required to undergo a national, state or regional accreditation or review processes on at least a five-year cycle may apply to the Vice President of Instruction to be exempted from the PIP process at that time.

Each year, approximately 8 programs and departments shall participate in the PIP process. Programs and departments in which the majority of full-time faculty are new or probationary during the academic year may be rescheduled for the next year of the current five-year cycle.

Beginning Fall 2022, the Program Improvement Process shall be used by all programs and departments required to undergo regular review, on the schedule established by the Assessment Committee.

Results of each year's PIP processes will be shared with the campus community in the following academic year to support continuous improvement in service of the College mission.

212.1 PROGRAM IMPROVEMENT PROCESS COMPENSATION:

- 1) An hourly rate or two-credits of release time for the lead faculty:

The lead faculty will be compensated at the negotiated non-instructional rate for between 12 and 24 (documented) hours per quarter for duties outlined in the revised PIP process. The lead faculty role may be rotated each quarter.

Alternatively, the equivalent of two-credits of release time for one quarter shall be granted to the lead faculty member which may be combined with teaching one 3-credit section of COL 101 or another 3-credit course in their discipline or area of expertise to count as a 5-credit load.

- 2) In addition to the lead faculty compensation described in 212.1.1, upon completion of each deliverable for the Program Improvement Process, the lead faculty or designee for that quarter's deliverable shall receive a stipend of \$250. Deliverables are due in Fall, Winter, Spring, and at the beginning of the following academic year.

212.2 SPECIAL COMPENSATION PROVISION FOR 2022-23

For 2022-2023 only, lead faculty for any program or department going through PIP may elect one 5 credit course release in lieu of the compensation described above, with the agreement that in addition to facilitating the year-long process for the program or department and submitting deliverables, they will participate in a year-long formative assessment process led by the College aimed at streamlining the workload and improving the effectiveness of the PIP. This may include revising and simplifying the supporting documentation.

300 RIGHTS AND RESPONSIBILITIES OF FACULTY

301 ACADEMIC FREEDOM

301.1 FREEDOM OF INQUIRY

Academic freedom allows all faculty to seek and present knowledge in their respective disciplines. Faculty should be free to explore problems and issues without fear of interference from administrators, the Board, governmental agencies, the public, students, or parents of students. Faculty have a basic responsibility to promote freedom of thought, expression, and the pursuit of knowledge. Faculty have an obligation to protect students' right to freedom of inquiry. In using potentially controversial materials, the faculty member has the obligation to ensure the material meets the valid educational objectives of the class. Faculty have the responsibility to exercise reasonableness and good judgment in their presentations and to function within the ethics and standards of their respective disciplines and the teaching profession.

301.2 LIMITS ON RECORDING

In protecting academic freedom and promoting learning, it shall be the policy of the College that administrators, faculty, students, or others shall not install in any classroom or bring into the classroom on a temporary basis, a mechanical or electronic device for listening to or recording any class session without consent of the faculty member involved, unless it has been identified and documented as a disability-related accommodation and the accommodation shared with the faculty member. Students with an approved accommodation may record class lectures for their own personal use in study and preparation related to the class. Faculty members are encouraged to promote student learning by permitting recording for personal study use.

301.3 METHODS AND MATERIALS

As a vital component of academic freedom, faculty members shall be responsible for decisions regarding methods and materials used for instruction of students provided College purchasing policies are followed. Faculty shall follow laws and regulations regarding copyright, accessibility, and other regulatory matters.

302 INTRODUCTION TO RESPONSIBILITIES

The College and the Association recognize that teaching requires considerable professional time to plan and prepare for classes and to provide appropriate student assessment and feedback; specific responsibilities of faculty librarians and counseling faculty are described separately in Sections 303.6 and 303.7. Where faculty are assigned classroom responsibilities in combination with counseling and library services or where classroom assignments are divided among different divisions, a proportional individual standard shall be developed to be used as needed.

303 RESPONSIBILITIES OF FACULTY

303.1 RESPONSIBILITIES OF ALL FACULTY

- 1) To provide instruction to students and help promote effective learning in alignment with Highline's mission by implementing anti-racist, inclusive, and culturally responsive practices.

- 2) To regularly review instructional materials, pedagogical strategies and assessments of student learning for assigned courses or workshops, and make changes as needed. In some instances, when substantive curriculum changes are required (e.g., changes in external accreditation requirements, changes in industry standards), stipends may be provided for curriculum revisions. Stipends for curriculum revision must be preapproved by the Dean associated with that area of the curriculum.
- 3) To pursue appropriate professional development activities in order to stay current in one's assigned field(s), program, and discipline.
- 4) To comply with applicable state and federal laws and regulations.
- 5) To meet and maintain, as a condition of employment, the requirements for certification appropriate to the faculty member's particular field. This may include vocational certification and professional licensing per WAC Chapter 131-16.
- 6) To assume responsibility for care and safekeeping of College supplies and equipment.
- 7) To establish and maintain respectful, ethical, and professional relationships with students and colleagues
- 8) To demonstrate cultural responsiveness in interactions with students and coworkers, and within the community
- 9) Faculty who intend to travel or use PD funds for purchasing shall complete any required training and will follow established procedures for completing and submitting travel, purchasing, and other College-related paperwork.
- 10) Notify the Division Chair and Faculty Administrator at the earliest possible time in case of absence.
- 11) Make prior provision for instruction with the Department Coordinator/Division Chair in case of anticipated absence.
- 12) Respond to student inquiries within 1-3 contracted business days.

303.2 RESPONSIBILITIES OF FACULTY INSTRUCTING CLASSES

- 1) To teach classes in accordance with the outline and outcomes defined in the catalog course record.
- 2) To meet and teach classes at the times and dates as published in the official schedule. (Proposed changes from the schedule, other than alternate on-campus locations, must be approved in advance by the Division Chair).
- 3) To meet classes during the scheduled final examination periods for final examinations. If no final examination is given, organize an alternative instructional meeting for students, or be available to students for instructional or consulting purposes during this period.
- 4) To provide students with clearly stated course expectations and grading practices.
- 5) To assign, evaluate, and, within a reasonable length of time, return to students appropriate assignments, and regularly apprise students of their progress in the course, which may include posting grades in Canvas. Instructors will provide feedback and/or grades to students at a minimum once every two weeks. (Instruction Cabinet will maintain a list of courses exempted from this requirement (i.e. short field courses).
- 6) Submit final course grades in compliance with campus requirements by the stated deadline. Should an instructor-assigned grade be changed by an administrator, the College shall maintain a record of that change along with the records now maintained for all instructor-initiated grade changes.

- 7) Publish a Canvas shell for each class section that includes, at a minimum, information for students about how to start and navigate the course, the course syllabus, current Canvas course template items, and an explanation of how to submit assignments.
 - a. Instruction Cabinet will maintain a list of courses exempted from this requirement.
 - b. The Canvas shells should be published by the end of the third day of the instructional quarter. For late start classes, Canvas shells should be published within two days of the start of instruction for that class.
 - c. This requirement also applies to courses that normally use a publisher or other third-party web site as the main instructional platform.
- 8) Faculty who are new to teaching at Highline College will be required to complete Highline's Canvas orientation course in time for the course to be published as required. A stipend of \$250 will be provided upon successful completion of that course, whether faculty complete the course or use the "test out" option. Faculty who upload their certificate of completion from SBCTC's Canvas 101 course will be exempted from completing the course. New faculty who are scheduled to teach and successfully complete Highline's Canvas orientation are eligible for the stipend even if the class section is canceled or shifted to a different instructor.
- 9) Store grade records for sections required to issue grades in the Canvas shells for the respective sections using any one of the following methods, unless an exception is approved, in writing, by the Division Chair:
 - a. Canvas gradebook
 - b. MS Excel-compatible file uploaded to Canvas Files (eg. Export from third-party publisher site)
 - c. Other digital documentation uploaded to Canvas Files (eg. Scan of paper records)

303.3 RESPONSIBILITIES OF FULL-TIME FACULTY

- 1) To participate in College governance and assist in promoting departmental, divisional, and College goals.
- 2) To be available for College responsibilities, meetings, and activities scheduled during normal and reasonable times without interference from other employment or non-college activities and responsibilities.
- 3) To advise students in educational planning. Advising assignments will be the responsibility of the CAO or designee.
- 4) To participate in a reasonable amount of institutional activities such as department, division, committee, and other faculty meetings.
- 5) To work with the Coordinator, the Division Chair, and the appropriate administrator periodically to ensure the consistency of instructional and student services programs with the goals and objectives of the College.
- 6) To participate in processes and provide information needed for institutional or program accreditation, including assessment of student learning outcomes at the levels (course, program, degree) specified by NWCCU.
- 7) Professional-Technical faculty will attend advisory committee meetings, promote effective advisory committee participation, nominate and orient new department members to these committees, and use advisory committee feedback to maintain relevant program content.

- 8) In addition to the duties outlined in 303.3 #1-7, be available for meeting with students or staff without appointments for a minimum of 5 posted drop-in office hours each week, at least 3 of which will be face to face either on campus or at an alternate instructional site without regard to release time. The office hours will be scheduled with some variance of days and hours for the convenience of students and will be published to the college online directory by the end of the first week of each quarter. Faculty will be available at other times by appointment to accommodate community members and faculty whose schedules preclude meeting during scheduled office hours. Exceptions must be arranged and approved in advance by the CAO or designee.

303.4 RESPONSIBILITIES OF FULL-TIME FACULTY INSTRUCTING CLASSES

- 1) To collaboratively review and select course materials in cases where departments select common materials.
- 2) To regularly review and update catalog course records (minimum of three-year review cycle) and submit course revision proposals as needed.
- 3) To meet periodically with faculty teaching in the same discipline or department to maintain consistent expectations for student learning and achievement across all sections of the same course.
- 4) To ensure relevant curriculum, faculty shall regularly review and update course content to align with industry standards or transfer-receiving institutions.

303.5 RESPONSIBILITIES OF PART-TIME FACULTY

- 1) To ensure that course content is consistent with department guidelines;
- 2) To maintain communication with Department Coordinator, and with department faculty;
- 3) To be able to assist students with educational planning or direct students to appropriate campus resources;
- 4) To be available to students outside of class time for consultation. Availability may include (but is not limited to) the following means of communication: before and after class conferences; email; telephone; and formal office hours. See formal office hours expectations as specified in 205.5.

303.6 RESPONSIBILITIES OF COUNSELING FACULTY

- 1) Provide individual and group short-term personal counseling; crisis intervention and urgent response; individual and group career and educational counseling and assessments; provide and coordinate wellness outreach programming to the campus community;
- 2) Teach career and student services courses (teaching assignment may include evening/weekend, on-line and off-campus sections);
- 3) Adhere to ethical standards of the American Psychological Association and the American Counseling Association and the statutes and laws (WAC and RCW) of the State of Washington.
- 4) Faculty in Counseling shall be scheduled for an average 30 hours of their work week. This professional contact time shall be consistent with the normal duties of counselors. The schedule and nature of the assignment shall be developed by Student Services administrators in consultation with the involved faculty members. Counseling faculty will be permitted to adjust their daily schedules when necessary, consistent with the operational requirements of the College and provided such adjustments are approved in

advance by the CSSO or designee. Faculty functions beyond normal counseling duties shall be performed outside of the assigned 30 hours.

303.7 RESPONSIBILITIES OF FACULTY LIBRARIANS

- 1) Provide reference services to campus in shifts that can include evenings and weekends, as well as break weeks (non-instructional weeks).
- 2) Provide research assistance to students in a wide variety of subjects.
- 3) Promote information literacy in a variety of in-person and virtual instructional formats including, but not limited to, one-on-one with students, one-time or multiple instruction sessions in collaboration with instructors.
- 4) Collection development of library materials including, but not limited to, researching and selecting books, periodicals, and databases to be made available to support students/staff/faculty.
- 5) Provide research support to staff/faculty for work-related or education-related information needs.
- 6) Promote and assist faculty across subject areas in the development, adaptation, and adoption of open education resources.
- 7) Compile resources in LibGuides (library and research guides) for campus initiatives, annual activities, monthly themes, and in support of educational goals.
- 8) Participate in the development and maintenance of the library's web pages.
- 9) Evaluate services and develop recommendations for enhancements of service delivery.
- 10) Assess student learning outcomes in Information Literacy sessions based on the ACRL Framework for Information Literacy.
- 11) Faculty in the Library shall be assigned an average 32 hour work week. The Director of the Library, in consultation with the full-time Library faculty, will determine the staffing schedule.

304 ACCESSIBLE INSTRUCTION

304.1 SYLLABI DOCUMENTS

All course syllabi posted in Canvas must meet federal accessibility requirements. The college will provide guidelines and evaluation techniques to support faculty.

304.2 VIDEO CAPTIONS

All videos in the course must be accurately captioned by the third quarter after Summer Quarter 2022 in which the video is used, unless a student Letter of Accommodation requires earlier completion. The college will provide resources for faculty-created videos, as well as guidelines and resources for other videos.

304.3 ELECTRONIC CONTENT

Electronic content used in the course (e.g. scanned journal/magazine articles, Canvas course pages, files, images, etc.) must meet federal accessibility requirements by the third quarter after Summer Quarter 2022 in which they are used, unless a student Letter of Accommodation requires earlier completion. The college will provide guidelines, resources, and evaluation techniques to support faculty.

304.4 ONLINE TEXTBOOKS AND INSTRUCTIONAL SOFTWARE

All commercial online textbooks and instructional software used in a course must have an accessibility conformance report, such as a Voluntary Product Accessibility Template (VPAT), and an equally effective alternative access plan (EEAAP) on file with the college at the time of adoption. OER materials and software must be reviewed by college staff, and an EEAAP filed by the third quarter in which they are used. For both commercial and OER materials, procuring the VPAT and creating the EEAAP is a partnership between faculty and college accessible technology experts.

305 PROVISIONS FOR ONLINE, VIRTUAL, HYBRID, AND HYFLEX COURSES (ALL FACULTY)

For the development of on-line courses, excluding hybrid courses, the following provisions will apply:

- 1) During the first quarter an on-line class is offered, the class size will be limited to the maximum of twenty students to the extent that resources allow.
- 2) The College will provide reasonable technical assistance during both the development phase and the quarters the class is available for students, including a checklist for incorporating instructor-initiated regular and substantive interaction.
- 3) No faculty member shall be required to develop an on-line course.
- 4) For on-line, hybrid, and hyflex courses developed by a faculty member using College resources, the College will retain usage rights after the faculty member leaves the College.
- 5) For on-line courses developed and maintained by faculty using their own resources, the College and faculty member will develop an agreement governing use of the course in the College's curriculum.
- 6) Faculty teaching online courses are required to comply with the U.S. Department of Education guidelines, including the responsibility to engage in instructor-initiated regular and substantive interaction, according to the negotiated process outlined in a memorandum of agreement.

306 CLASS CAPACITIES

Class capacities are a significant factor in faculty workload.

306.1 EXISTING COURSES

Class capacities (formal limits on class enrollments) are indicated in catalog course records as approved by the CAO in the course proposal process. The existing class capacities for all categories of courses as of the end of Spring Quarter 2010 may not be increased except as the result of bargaining between the HCEA and the College. Class capacities may not be decreased without prior approval from the CAO.

306.2 NEW COURSES

The class capacities for all new courses approved by the CAO shall not exceed the existing class capacities for that category of course except as the result of bargaining between the HCEA and the College.

307 ASSIGNMENT OF CLASSES TO FACULTY BY COORDINATORS

Consistent with the student enrollment patterns, the HCEA and the College agree that course assignments, including modalities of courses, will be rotated equitably among all full-time (tenured, tenure track, and lecturers) faculty members within a department, based on faculty qualifications and desires. An equitable process for assigning courses to affiliate faculty and part-time faculty will be developed, with affiliate faculty being given priority. Led by the Coordinator, each department will outline in writing how specific course assignments are made, subject to the CAO's approval. This scheduling process will be revisited every three years, or when a new Coordinator is selected. This process, once approved, shall be used by the Coordinator to assign courses. A copy of the current process will be kept on file in the office of the CAO. The determination of the faculty members' qualifications shall reside solely with the CAO.

Once registration for a given quarter begins, part-time faculty contracts may not be canceled for moonlights.

308 STUDENT EVALUATIONS

HC and HCEA recognize that there are various ways for faculty to get student feedback, including informal surveys, "after class" groups, formative assessment techniques like Small Group Instructional Diagnostics (SGID), mid-quarter formative assessments, and end-of-course evaluations. This feedback is an important part of ensuring that the institution is meeting the needs of the students.

308.1 STUDENT EVALUATION REVIEW COMMITTEE

The Instruction Cabinet will appoint a three-member Student Evaluation Review Committee (SERC). The committee will be comprised of two faculty members and one administrator, each selected for their expertise on evaluation and assessment, and their commitment to strengthening student voice in the teaching and learning process.

Departments may choose to review and/or revise their course evaluation surveys annually. Proposed changes and the rationale for the changes will be submitted to the SERC, which will recommend approval of surveys to the appropriate Dean or designee, who may approve or reject the revisions. Evaluations not recommended for approval by the committee or rejected by the Dean will be returned to the department with comments. The committee will report results of all reviews to the respective faculty, Deans, departments, Division Chairs and CAO.

The SERC will develop a process to support the regular review of course evaluations by departments on a cycle that is no more than every three years or no less than 5 years. The SERC will prioritize those departments whose evaluations have not been reviewed and revised within the past three years and those with evaluations of more than 20 questions.

308.2 STUDENT EVALUATION FORM APPEALS

In the event a proposed student evaluation form is not approved, the department may petition the CAO to approve or reject the form.

308.3 ADMINISTRATION OF STUDENT EVALUATIONS

In all situations when students are being asked to complete student evaluations, it is incumbent upon the faculty member to ensure that the student evaluations are distributed, collected and compiled in such a way that student anonymity is preserved. Faculty will not have access to the student evaluations until after grades for that course have been submitted.

308.4 COMMON QUESTIONS ON APPROVED STUDENT EVALUATION INSTRUMENTS

The CAO or designee jointly with the TRC may develop up to five standard questions which will be reviewed and approved by the SERC. These common questions will be on all student evaluations recommended by the Student Evaluation Review Committee. The CAO may grant exceptions and allow modifications to these common questions, e.g. for use in ELCAP, Counseling, or Library courses to ensure that the content of the course evaluation form is aligned with the subject area.

308.5 STUDENT EVALUATIONS FOR TENURED FACULTY

All tenured faculty shall have students complete student evaluations for all classes taught in at least one quarter each year. Each tenured faculty can choose which version of the approved student evaluations they wish to use (department, division, or only the standard required questions). Student evaluations shall be available to the Division Chair or the CAO upon request.

309 RESPONSIBILITIES OF DIVISION CHAIRS

This section serves to outline key responsibilities for Division Chairs. Please see Appendix E for description of Division Chair duties.

Division Chairs coordinate the instructional and curricular activities, schedules, and budgets of the departments within their division. They serve on the Instruction Cabinet to help coordinate interdivisional instructional activities and allocation of resources.

Members of a division will add to, enhance, or clarify, if necessary, the job description for the Division Chair prior to the selection of a new Chair. The job description will be approved by the members of the division, the Instruction Cabinet and CAO.

309.1 COMMUNICATION

To keep division faculty well informed of information which may affect their programs from various sources both internally and externally of the College.

309.2 PROGRAM

To provide leadership in strengthening department offerings through governance, problem solving, and advocacy. Support the coordination of advising activities and represent their divisional concerns with appropriate administrators.

309.3 PERSONNEL

To participate in and support faculty and Coordinator selection with final approval by appointing authority (CAO, CSSO). Support the onboarding of Department Coordinators including orientating them to course scheduling policies and procedures.

309.4 BUDGET

Monitor and promote the division's budget request, approve expenditures, and make budget adjustments as necessary. Communicate regularly with departments on annual budgetary needs and allocations.

309.5 LEADERSHIP

Division Chairs are expected to have a commitment to their individual college program and an overall understanding of the College mission, vision and values. Additionally, the Division Chair will work collaboratively with other Division Chairs and instructional Deans in planning and implementing instructional program goals.

310 RESPONSIBILITIES OF COORDINATORS

Coordinator responsibilities for credit programs include the following. Coordinator responsibilities for the English Language, Career and Academic Prep (ELCAP) department are defined in a list maintained by the department and approved by the CAO or their designee.

310.1 COURSE SCHEDULING

- 1) Schedule classes in accordance with the department's approved process
- 2) Manage department enrollment
- 3) Manage full-time faculty moonlights

310.2 CURRICULUM MANAGEMENT

- 1) Norm course expectations across multiple sections
- 2) Manage/update certificates and degrees, as applicable
- 3) Work with department faculty to create/maintain department curriculum

310.3 MANAGING PART-TIME FACULTY

- 1) Facilitate the recruitment, hiring, support, and evaluation of part-time faculty and lecturers in their departments in accordance with negotiated processes.
- 2) Ensure that part-time faculty have access to the resources they need to be successful as teachers at Highline, including but not limited to:
 - a. The part-time faculty Canvas course, which includes:
 - i. information about affiliate status and multi-quarter appointments
 - ii. Process for requesting payment for attending meetings
 - iii. Process for requesting professional development funds
 - b. Information about department, division, and college meetings
 - c. Part-time Faculty Advisory Committee charge and contact information
 - d. Information about part-time faculty evaluation process

310.4 DEPARTMENTAL FUNCTIONS

- 1) Manage, review, and approve graduation applications for professional-technical students
- 2) Manage department budgets
- 3) Coordinate book orders, as applicable
- 4) Manage the department advisory committee, including scheduling meetings, as applicable.
- 5) Facilitate external accreditation processes, as applicable

- 6) Ensure the completion of the Departmental Annual Assessment Review.

310.5 COORDINATOR RESPONSIBILITY ALTERNATES

Coordinators shall carry out their responsibilities in a timely manner. If these tasks occur outside of the faculty academic calendar, the Division Chair or appropriate administrator must try to reach the Coordinator. If the Coordinator cannot be reached or cannot respond to the task in a timely manner, the Division Chair or appropriate administrator may complete the task unless prior arrangements have been made by the Coordinator and approved by the Division Chair.

310.6 BAS COORDINATORS

In addition to the duties described above, BAS Faculty Coordinators shall:

- 1) Attend regular BAS meetings held with BAS Associate Dean
- 2) Advise BAS students through program requirements
- 3) Convene advisory board meetings to assist with program evaluation, curriculum development, job placement and recruiting, public relations and to track trends
- 4) Assist with recruitment, engagement and retention of BAS students

311 GUIDELINES FOR FULL-TIME FACULTY TEACHING LOADS

311.1 NORMAL LOAD

Normally, tenured and tenure-track faculty are expected to teach an annual course load equal to forty-five credit hours. Normally, lecturers are assigned a course load equal to forty credit hours. In determining the credit hour full load assignments, class credit hours or equivalent shall be counted, excluding special low enrollment classes. Variable credit classes, night classes, combined class sections, and team teaching assignments may be included in the full-time load with the recommendation of the Division Chair and the approval of the CAO. Consistent with the state guidelines in calculating credit equivalents, lecture hours are based on a one-to-one ratio with credit hours, while lab hours count on a two-to-one basis and clinical hours on a three-to-one basis.

311.2 TEACHING LOAD CREDITS AND CONTACT HOURS

In some programs or disciplines, there may be extraordinary teaching demands associated with the large number of laboratory or clinical hours as part of the normal teaching load. In these situations a faculty member may adjust their annual teaching load with the recommendation of the Division Chair and the approval of the CAO. This full-time annual teaching load normally falls within both of the following ranges: 40-48 credit equivalents and 495-790 contact hours.

311.3 CALCULATING LOAD

In calculating the contact hour full load assignments, class contact hours for lecture and laboratory as defined by the appropriate entry in the catalog course record shall be used. Clinical and other hours that may be listed in the catalog course record entry may be included as determined by the CAO in consultation with the appropriate Division Chair.

311.4 TEACHING LOAD ADJUSTMENTS

The CAO may approve reduced teaching loads to encourage innovation, experimental courses, new program development or enhancement, and broader College initiatives. Division Chairs may recommend a reduced load to support extraordinary projects that meet the criteria above. Division Chairs may also recommend a reduced load to support an important project and offset it with an increased load for other faculty within the division. Reduced loads may be encouraged for probationary faculty with limited teaching experience during their first quarter so that they may have the opportunity to observe more experienced faculty in a classroom setting.

312 REDUCED LOAD

Tenured instructors may request reduced loads (per RCW 28B.50.859) at percent of base pay. Department and division support and rationale will be submitted to the CAO. Full advising, department and division responsibilities, and office hour contact will be maintained if the instructor is instructing classes during the quarter(s) of the reduced load. If department and divisional support exists for the reduced load and an adequate replacement is available and no negative financial impact will result, then the reduced load should be approved.

313 TENURED FACULTY EVALUATION

313.1 GOALS

The purpose of this section is to provide a faculty evaluation system that promotes high educational quality, protects academic freedom, and encourages the collegial openness and sharing that characterizes the relationships among the College's faculty.

The College supports the professional development of its faculty and the faculty's concern with improving the quality of their professional work. Through a separate provision in this contract, faculty have access to professional development funds to support individual growth and the College commits to continuing to offer ongoing professional development opportunities tied to Highline's criteria for excellence in teaching.

The purpose of this section is not in any way to affect the processes related to the granting, the maintenance, or removal of tenure (see sections 400 and 500 of this agreement). Tenured faculty evaluation shall not be a reevaluation of tenure, nor may it be used to shift the burden of proof from an institution's administration (to show cause for dismissal) to the individual faculty member (to show cause why he or she should be retained). Furthermore, tenured faculty evaluation shall not make recommendations to the tenured faculty member that infringes upon or otherwise limits academic freedom.

The goals of the faculty evaluation are to:

- 1) Maintain the quality of education;
- 2) Promote ongoing professional growth and skill enhancement through critical self-reflection and peer review;
- 3) Support academic freedom;
- 4) Meet the requirements of the Northwest Commission of Colleges and Universities, state and federal laws, rules and regulations.

313.2 ORGANIZING AND SCHEDULING TEAMS

313.2.1 SCHEDULE OF FACULTY EVALUEES

A faculty member will be evaluated three years after receiving tenure. Thereafter, every full-time tenured faculty member will be evaluated once every five years. Of those being evaluated, one-half will be evaluated fall and winter quarters; and the remainder during winter and spring quarters. At least three academic quarters (not including summer quarters) prior to their evaluation, the CAO or their designee will notify all faculty who are to be evaluated and will indicate which quarters they will be evaluated.

313.2.2 RESCHEDULING EVALUATIONS

Should a leave, illness or alternate appointment preclude a faculty member from completing the evaluation process during the year, the faculty member will complete the evaluation process in the subsequent year. The CAO will meet with the evaluatee and will schedule a reasonable completion time.

313.2.3 APPOINTING OF EVALUATION TEAM

By the end of the third week of the quarter following notification of evaluation, the CAO will send a reminder to faculty to be evaluated and ask for recommendations of team members from each evaluatee. By the end of the fifth week, each evaluatee will send to the CAO a list of suggested team members. The evaluatee should get the consent of the suggested team member before sending the list to the CAO. By the end of the seventh week, the CAO will appoint all administrators to the tenured faculty evaluation teams, and the CAO will confirm membership of each team.

313.2.4 EVALUATION TEAM MEMBERS

The evaluation team will assist each faculty member in completing the evaluation process. The team will consist of the following:

- 1) The faculty member being evaluated.
- 2) At least one tenured Highline faculty peer from the same or a related discipline.
The faculty evaluatee may recommend an additional peer(s) from another accredited institution of higher education or a vocational practitioner(s).
- 3) One Highline administrator appointed by the CAO.

313.3 EVALUATION PROCESS

313.3.1 INITIAL MEETING

The administrative member of each team will schedule the first meeting to be held before the end of the second week of the first assigned evaluation quarter. By the conclusion of this meeting each team will select its chair and prepare a brief outline of the team's tentative plan for evaluation and timelines. The chair will submit a copy of this tentative plan to the CAO and to all team members by Monday of the third week. The CAO will approve each plan's schedule to ensure that the process, including completed portfolio and summary report, will be completed by the end of the following quarter.

313.3.2 EVALUATION

Since teaching and learning are complex, subtle processes, the results of which are not entirely observable, known, or measurable, a variety of aspects and materials should be reviewed by the instructor and members of their team. Depending upon the nature of the discipline and the courses, programs or services the evaluatee is responsible for, the faculty evaluatee and their team may choose to consider additional materials not listed here.

313.3.3 CONTENT

The evaluation process will include a review and discussion of the following materials and information as evidenced by the team summary report. The portfolio should include elements 1-10 below and the self-evaluation should address elements 1-8 below in more detail. Evaluatees may find it useful to reference the faculty effectiveness section in the college-wide tenure criteria in their self-evaluation. (New guidelines are established for the 2022-2025 contract. Some previous records may not be available for all evaluatees. If an evaluatee or a team are unable to provide the materials listed, then please include an explanation.)

- 1) Student evaluations or other established measures of gathering student feedback from all classes one quarter, chosen by the tenured faculty member, of each of the years covered in the evaluation period, starting in Fall 2022 with at least 3 quarters covered. For any given evaluation period, student evaluations shall constitute the majority of the measures included (at least two sets for a three year period; at least three sets for a five year period).
- 2) At least one quarterly learning outcome report per year for the period covered in this review. The faculty member should summarize how they have been using their assessments of student learning to evaluate, and when appropriate improve course and/or assignment design, and/or to implement more effective pedagogical strategies.
- 3) Syllabi for the most recent versions of all courses taught in this review: The faculty member should discuss recent course content revisions not already addressed, and efforts to make syllabi more inclusive, and alignment between syllabi and published course outcomes and outlines (if available).
- 4) Activities related to providing educational planning (advising) to students;
- 5) Service to the College. In addition, service to the community, or the profession may be included. Service to the College may include, for example, shared governance, departmental activities, committees, course learning outcomes revisions, special projects, program review/program improvement, or mentoring/coaching other faculty.
- 6) Professional development activities for the evaluation period. This discussion should include how these activities tie to the faculty member's assignment and to Highline College's mission. Professional development may relate to current research or content knowledge in the assigned field, educational planning/advising capacity, inclusive curriculum, equity and anti-racist training, general pedagogy, content-specific pedagogy, or appropriate technology, for example. Professional development may also relate to the faculty member's service to the College, the community, or the profession.

- 7) A thorough professional growth/development plan for the next five years. This discussion should include how these activities tie to Highline College's mission.
- 8) For faculty teaching in workforce programs, the committee should discuss applicable industry and/or professional standards, input from Advisory Committee members, and other external changes leading to curricular or other programmatic changes;

The team summary report should address the following two items in addition to items 1-8 above:

- 9) Observations of the faculty member by the other team members, including one direct observation by each team member during the quarter of evaluation
- 10) A letter of evaluation regarding the faculty member's professional responsibilities outside the classroom from the faculty member's Division Chair and, for library and counseling faculty, from the Director of the Library or CSSO, respectively.

313.3.4 COMPLETED EVALUATION PORTFOLIO

The completed evaluation portfolio must include the following:

- 1) The names of the team members;
- 2) A copy of the approved evaluation plan;
- 3) Evaluation materials and accompanying self-evaluation.
- 4) The team summary report of the materials and information, and recommendations, if appropriate.

313.3.5 PORTFOLIO DUE DATE

The portfolio shall be submitted to the CAO by the fourth week of the second assigned evaluation quarter. The team may request an extension of the deadline.

313.4 PORTFOLIO REVIEW

313.4.1 TEAM'S REVIEW

To prepare for completion of the evaluation process, the evaluatee and their team should meet to review the process and be sure all the relevant materials are included in the portfolio. If the evaluation team identifies areas for improvement, the faculty evaluatee will develop an individual improvement plan with the consultation and approval of their team. This improvement plan will be included in the portfolio. The College will make reasonable efforts to provide resources that support faculty improvement and growth such as release time, material, tuition reimbursement, substitutes, consultants/trainers, faculty exchange programs, and professional leave programs. (See Section 610 of this agreement).

313.4.2 CAO'S REVIEW

The CAO shall review each evaluatee's portfolio and summary report. The CAO will, upon review of the portfolio, provide written notification to each evaluatee by the end of the appropriate quarter, or within four weeks after submission of the portfolio, whichever is later, indicating the evaluatee's performance as satisfactory or unsatisfactory. The CAO or faculty evaluatee may initiate a meeting to review the evaluation portfolio together.

- 1) Unsatisfactory Performance - If the CAO, upon reviewing the portfolio, determines that the evaluatee's performance is unsatisfactory, the CAO must demonstrate that the faculty member's continued unsatisfactory performance will have a substantial detrimental effect on learning. Presence of a plan as described in section 313.4.1 will not, in and of itself, be sufficient cause for an unsatisfactory decision. The CAO will discuss unsatisfactory performance with the evaluatee. The evaluatee has the right to representation at these meetings. The CAO and the evaluatee will prepare a mutually-agreed upon remediation plan, including timelines for review. If a remediation plan cannot be agreed upon, the CAO will develop a plan, in consultation with the Tenure Review Committee. The CAO will meet with the evaluatee to present the plan. The evaluatee has the right to representation at this meeting. The CAO and the evaluatee, by mutual agreement, may modify the remediation plan. Any remediation plan will be included in the portfolio. The College will make reasonable efforts to provide resources that support faculty improvement and growth.
- 2) If the faculty evaluatee does not complete the remedial activities as planned or if performance remains unsatisfactory as determined by the CAO, the CAO may initiate disciplinary proceedings.
- 3) The CAO cannot initiate any disciplinary process merely upon review of an evaluation portfolio. Only if remediation has been identified and required and the faculty evaluatee has not met the remediation requirements, can the CAO initiate disciplinary action. Disciplinary action and faculty grievance processes are covered in Section 806 and 807 of this agreement.

313.5 DISPOSITION OF RECORDS

313.5.1 EVALUATION CONFIDENTIALITY

Evaluation information is confidential. Two copies of the portfolio will be maintained, one by the faculty evaluatee, and one by the CAO. Completion of the portfolio is the responsibility of the faculty evaluatee. Contents of the portfolio will be available to the team members during the evaluation process. The portfolio may be reviewed at the next evaluation. Once a subsequent evaluation portfolio is submitted, reviewed by the CAO, and deemed satisfactory, the old portfolio will be destroyed. If a review is deemed unsatisfactory by the CAO, the portfolio will be retained for ten years.

313.5.2 USE OF EVALUATION MATERIALS

In no case shall evaluation materials compiled by the evaluation team's review be used for any purpose other than evaluation of the faculty member, unless it is at the written request of the faculty member and with the written permission of the author/maker. Student evaluations of the faculty member may, however, be used in institutional accreditation documentation, and bona fide program assessment processes such as specialized initial and continuing program accreditation and internal program reviews. Names of faculty members will be removed from data unless required for institutional or program accreditation.

314 LECTURER EVALUATION

It is the Coordinator's responsibility to ensure that lecturers are evaluated by students once a quarter for each course taught using the appropriate department student evaluation form. At a minimum, the Coordinator, or designee, will conduct one class visit per year. The Coordinator will complete a written peer evaluation based on the classroom observation, a review of student evaluations, and a review of the syllabus and other course materials, annually and submit it to the Division Chair and the appropriate Curriculum Dean. The written evaluation and the compiled student evaluations will be shared with the instructor, saved to shared drive by the Division Chair, and made available to the CAO for up to one year, as long as the person is employed as a faculty member at Highline College. If the lecturer disagrees with the evaluation, they may submit a written appeal to the Curriculum Dean or the CAO.

315 PART-TIME FACULTY EVALUATION

315.1 EVALUATION PROCESS

Part-time faculty will be evaluated by the Department Coordinator or faculty designee. The Department Coordinator may designate another faculty member of the department to perform the evaluation. The evaluation will consist of a review of student evaluations, the class observation(s), and course material including syllabus. The part-time faculty may choose to provide a self-evaluation to be included as part of the evaluation process.

315.2 STUDENT EVALUATIONS OF TEACHING

It is the Department Coordinator's responsibility to ensure that part-time faculty are evaluated by students once a quarter for each class taught. The Coordinator may select any student evaluation form which has been approved for the Tenured Faculty Evaluation process. If a new form is to be used, the process for approval will be the same as for student evaluation forms as described in section 308. The Department Coordinator, or their designee will review student evaluations for the first three quarters, and then at least annually after that. The results of the student evaluations will be made available to the faculty member, the Department Coordinator, the appropriate Dean and, upon request, to the Division Chair, and the CAO.

315.3 CLASS OBSERVATIONS

Class observations of part-time faculty will be conducted by the Coordinator (or faculty designee). The part-time faculty member will be provided with an observation rubric at least two weeks in advance of the scheduled observation date. Part-time faculty will be allowed time to ask for clarification about the rubric before being observed. If there are concerns by the Coordinator (or faculty designee) resulting from the observation, the part-time faculty will be offered recommendations for improvement and the opportunity for a second observation to address these concerns.

315.4 CLASS OBSERVATIONS OF NEW PART-TIME FACULTY

New part-time faculty members will be observed no more than once per quarter unless the part-time faculty requests it. In a given quarter that the new part-time faculty teaches in two distinct modalities, the Coordinator would decide which course to observe. The new part-time faculty will receive a written evaluation by the end of the third quarter of employment. In the event that the course is only offered once a year, the faculty will receive the written evaluation by the end

of the first quarter of employment. The results of the Department Coordinator's evaluation will be made available to the faculty member, the appropriate Dean, and upon request to the Division Chair and the CAO. If the part-time instructor disagrees with the written evaluation, they may submit a written appeal to the CAO.

315.4.1 SUBSEQUENT EVALUATIONS

After the initial evaluation, established part-time faculty will be subsequently evaluated once every three years (except for reasonable cause). Part-time faculty whose only class meets only one quarter a year will be observed two times in that class and in that quarter, and once every three years thereafter. After teaching in ten calendar years, the part-time faculty will be evaluated once every five calendar years. If the part-time faculty member disagrees with the written evaluation, they may submit a written appeal to the CAO. The results of the Department Coordinator's evaluation will be made available to the faculty member, appropriate Dean, and upon request, to the Division Chair and the CAO.

315.5 RETENTION OF DOCUMENTS

The Department Coordinator will retain the Coordinator evaluations for three years or until the next evaluation, and the raw data from student evaluations for one year.

315.6 NOTIFICATIONS

Each quarter the Office of Instruction will inform the Department Coordinator which part-time faculty are to be evaluated. By the end of the quarter, Department Coordinators will let the Office of Instruction know which evaluations have been completed.

400 RULES AND REGULATIONS FOR THE IMPLEMENTATION OF TENURE

401 PREAMBLE

A half century of practice has established the concept of awarding tenure in higher education to balance rights of teachers and institutions with common good by protecting free inquiry and its exposition from intolerant bias and dogmatic resistance to change.

Academic freedom is essential and its teaching aspect is fundamental for the protection of the rights of the instructor to freedom in teaching and of the student to freedom in learning (see Section 301). The Washington State Legislature has recognized the importance of this concept when it established a system of tenure in the community college system. This act described its purpose:

"It shall be the purpose of RCW 28B.50.850 through 28B.50.869 to establish a system of faculty tenure which protects the concepts of faculty employment rights and faculty involvement in the protection of those rights in the state system of community colleges. RCW 28B.50.850 through 28B.50.869 shall define a reasonable and orderly process for appointment of faculty members to tenure status and the dismissal of the tenured faculty member."

402 DEFINITIONS

Appeals Review Committee: a committee of representatives of the faculty, administration and students which hears appeals of dismissed tenured faculty members and recommends action to the President.

Full-time student: a student enrolled at the College for ten or more credits.

President: chief executive officer of the College.

Probationary faculty appointment: a full-time tenure-track faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment. A probationary faculty appointment shall not be terminated prior to the expiration of the written terms of the appointment except by due process for adequate cause.

Probationer: an individual holding a probationary faculty appointment.

Tenure: a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process. Tenure shall be retained upon transfer within Community College District 9, but tenure granted in another community college district shall not be retained upon transfer into Community College District 9. If a tenured faculty member terminates employment with Community College District 9, he/she concurrently loses his/her tenure.

Tenure Review Committee: a committee of representatives of the administration, the faculty, and the student body created pursuant to RCW 28B.50.869 for the purpose of assisting probationary faculty appointees in improving their appointment effectiveness and evaluating probationers for the purpose of recommending to the Board of Trustees through the President whether or not tenure should be granted.

Working Committee: a committee of representatives of the faculty and the administration established for each probationary faculty member for the purpose of assisting probationary faculty appointees in improving their appointment effectiveness and evaluating probationers.

403 COMPOSITION AND ELECTION OF THE TENURE REVIEW COMMITTEE

403.1 TENURE REVIEW COMMITTEE TERMS

The conduct of the Tenure Review Committee elections shall be the responsibility of the President or his/her designee. Newly elected Tenure Review Committee members shall assume office at the beginning of fall quarter. These steps are designed to provide faculty continuity on the Tenure Review Committees.

403.2 TENURE REVIEW COMMITTEE ELECTIONS

The CAO, or designee, holds all faculty elections for Tenure Review Committee positions. Division Chairs are not eligible to serve on the Tenure Review Committee. Elections are by the faculty as a whole, and shall be held at the end of spring quarter for those positions which terms have expired. If a faculty member becomes unable to serve, the replacement shall be elected to complete the term by the faculty as a whole.

403.3 TENURE REVIEW COMMITTEE COMPOSITION

The Tenure Review Committee shall consist of:

- 1) The CAO (non-voting);
- 2) Five tenured faculty members, each from a different division, elected to three-year terms;
- 3) One administrator appointed by the President; and,
- 4) One student member, who is a full-time student, has a minimum of a 2.5 cumulative grade point average and has earned 20 college credits. The student shall be chosen for a one-year term by the student association in such manner as the members thereof shall determine.

404 TENURE REVIEW COMMITTEE RESPONSIBILITIES

404.1 COMMITTEE DUTIES

The Tenure Review Committee will:

- 1) Establish general College criteria that will be used to formulate the instructional units' criteria for granting tenure;
- 2) Approve all instructional unit criteria;
- 3) Review all tenure criteria as necessary;
- 4) Develop the form(s) for receiving reports from the working committees;
- 5) Make periodic checks to ascertain whether the working committees are using the prescribed criteria in evaluating their probationers;
- 6) Provide to each probationer and their working committee by the end of the fourth week of their tenure track appointment, the contract document and the current tenure criteria;
- 7) Forward to the appropriate working committee any written materials received by the Tenure Review Committee that are relevant to a probationer's tenure process;

- 8) Hear and investigate complaints about the working committee. Members of the working committee may be replaced by mutual agreement of the CAO and the Tenure Review Committee;
- 9) Meet prior to the last week of spring quarter to elect a chair for the following year. The chair will be elected from the faculty members of the committee.

402.2 COMMITTEE CHAIR DUTIES

The Tenure Review Committee chair or designee will:

- 1) Be available for consultation with the working committees.
- 2) Contact all probationers in their first four weeks of their probationary track appointment to determine if the probationer has received a copy of this document, has met with the appropriate working committee, and to clarify any questions or concerns the probationer may have about the Rules and Regulations for the Implementation of Tenure.

405 TENURE REVIEW COMMITTEE RECOMMENDATION

405.1 RECOMMENDATION PROCESS

The Tenure Review Committee will:

- 1) Meet and consider reports and recommendations from the Working Committees;
- 2) Seek additional information as the committee deems appropriate;
- 3) Provide a written report of the meetings to the working committee and the probationer. This report will include the names of committee members present and the decision of any vote on the probationer. The committee may make suggestions to the working committee on how to improve the probationer's effectiveness;
- 4) Recommend tenure, continuation of probation, or non-renewal of the probationer's contract or denial of tenure to the President and the Board of Trustees. The committee may request, as part of their recommendation, an executive session with the Board of Trustees. Copies of these recommendations shall be transmitted to the probationer, the working committee, to the Division Chair, and to the Board of Trustees through the President;
- 5) Obtain from the probationer written acknowledgement of the receipt of any written reports concerning the probationer;
- 6) Maintain confidentiality of the deliberations of the Tenure Review Committee and meetings between the Tenure Review Committee and President pertaining to a probationer's status;
- 7) Dispose of all records at the time a final decision has been made by the Board of Trustees to grant tenure;
- 8) Maintain all records in accordance with the statutory limitations at the time a final decision has been made by the Board of Trustees not to renew a probationer's appointment.

405.2 CHIEF ACADEMIC OFFICER RECOMMENDATION

The CAO will recommend tenure, continuation of probation, or non-renewal of the probationer's contract or denial of tenure to the President.

405.3 USE OF RECORDS

In no case during the period of probation will the records of the Tenure Review Committee or of any Working Committee be used for any purpose other than evaluation of the probationer for tenure qualification, unless it is at the written request of the probationer and with the written permission of the author/maker. Student evaluations of probationers or tenured faculty may, however, be used in institutional accreditation documentation, and bona fide program assessment processes such as specialized initial and continuing program accreditation and internal program reviews. Names of faculty members will be removed from data unless required for institutional or program accreditation.

406 COMPLAINTS CONCERNING THE TENURE REVIEW COMMITTEE

406.1 COMMITTEE FOR INVESTIGATING A COMPLAINT

If there is a complaint against the Tenure Review Committee, the HCEA President and the College President, or designees as appropriate, will constitute the committee for investigating the complaint. If the HCEA President is a member of the Tenure Review Committee or on the complainant's working committee, the HCEA President will be replaced on this committee by another tenured faculty member appointed by the HCEA Executive Board.

406.2 COMPLAINT TIMELINES

A written complaint must be submitted to the HCEA President and the College President within 15 days of the incident or knowledge of the incident. If a decision has been made by the HCEA President and the College President to investigate the complaint, those affected will be given a copy of the complaint by the College President within three days after receipt of the complaint. If the Presidents decide the complaint has no standing the complaint is considered invalid.

406.3 COMPLAINT RESOLUTION

A written decision will be provided to the complainant within 15 days of the receipt of the complaint or before the vote of the Tenure Review Committee, whichever is sooner. The HCEA President and the College President as part of the mutual resolution to the complaint, have the authority to remove any member from the Tenure Review Committee, if appropriate.

407 COMPOSITION OF THE WORKING COMMITTEE

407.1 WORKING COMMITTEE FORMATION

A Working Committee shall be formed for each probationer. Members of the Tenure Review Committee may not serve on a working committee. Division Chairs may not serve on a working committee within their division. The CAO, or designee, holds all faculty elections for Working Committee appointments. Elections for Tenure Working Committee members for new probationers shall be held during fall quarter faculty orientation or as necessary, for those positions which are contested. When it is necessary to replace a working committee member, an appointment will be made by the CAO, after consulting with the appropriate Division Chair.

407.2 WORKING COMMITTEE REPLACEMENTS

When it is necessary to replace a working committee member, either temporarily or permanently, an appointment will be made by the CAO after consulting with the appropriate

Division Chair. Circumstances that would require appointment of a replacement committee member include but are not limited to:

407.2.1 ABSENCE-RELATED REPLACEMENT

Absence or anticipated absence due to:

- 1) Professional leave
- 2) Growth and enrichment leave
- 3) Medical leave
- 4) Workers compensation leave
- 5) Family leave (Family Care Act, Family Medical Leave Act, etc.)
- 6) Sabbatical
- 7) Other authorized leave of absence
- 8) Probationer-initiated replacement
- 9) Tenure Working Committee-initiated replacement
- 10) Tenure Review Committee-initiated replacement
- 11) CAO-initiated replacement

407.3 WORKING COMMITTEE COMPOSITION

Each committee shall consist of:

- 1) Three tenured faculty of whom one will be from the division, elected by the division, one faculty from the department, if possible (or related discipline, otherwise) elected by the faculty in the division, and one outside of the division appointed by the CAO in consultation with the probationer's Division Chair. In cases where not enough tenured faculty are available to serve as a division representative, tenured faculty from another division will be allowed to serve in this role with the permission of the Division Chairs and the CAO.
- 2) One administrator appointed by the CAO.

407.4 WORKING COMMITTEE RESPONSIBILITIES

The Working Committee will:

- 1) Meet with the probationer no later than the fourth week of the first quarter of the tenure track appointment. The administrator will call the first meeting of the working committee;
- 2) Elect a chair at the first meeting from those faculty members on the working committee; the chair must be a current faculty member.
- 3) Meet with the probationer at least once each quarter for three quarters per year;
- 4) Establish the process of evaluation that is to be followed by the working committee. As a minimum the evaluation process will include:
- 5) Student evaluations, on an approved form (as described in section 308) for all classes taught each quarter, or the equivalent compiled student feedback for library and counseling faculty. This includes only classes taught as part of the regular load. This does not include summer or moonlight courses.
- 6) Observations of the faculty member by the other team members. Observations will include 2-3 observations per quarter, including at least one observation per year by each team member. To facilitate proper evaluation, an attempt should be made to ensure that all classes are observed by team members.

- 7) A self-evaluation/reflection of performance since the last review. An explanation of the self-evaluation will be available on the Tenure Review Committee's website. Self-evaluations/reflections will be submitted at a minimum during the 1st, 3rd, 4th, 6th and 7th quarters.
- 8) Gather information regarding the probationer's performance;
- 9) Assist in improving the probationer's effectiveness;
- 10) Prepare written reports as required;
- 11) Request and review a written evaluation from the Division Chair (for library and counseling faculty, from the Dean of Instructional Resources or CSSO, respectively) that addresses the criteria used by the Working Committee, prior to the working committee's annual vote. For purposes of formulating this report, the Division Chair may review the probationer's student evaluations. If student evaluations are referenced in the report the Chair must also make at least one classroom visitation and include a written report of that visitation;
- 12) Provide the Tenure Review Committee with recommendations on continuing probation and the granting of tenure;
- 13) Prepare other reports as requested by the Tenure Review Committee; and,
- 14) Meet with the Tenure Review Committee as requested.

407.5 WORKING COMMITTEE CHAIR RESPONSIBILITIES

The chair of the working committee will:

- 1) Coordinate the evaluation process and maintain records pertaining to the probationer;
- 2) Provide written reports of the working committee meetings to the probationer and the working committee;
- 3) Obtain from the probationer written acknowledgement of the receipt of any written reports from the working committee; and,
- 4) Forward all records of the working committee, to the office of the CAO for disposition at the time a final decision has been made by the Board of Trustees.

407.6 WORKING COMMITTEE EXECUTIVE SESSION

As may be requested by the members of the Working Committee, an executive session may be held without the probationer in attendance. If an executive session is conducted, all members of the Working Committee must be in attendance. Any new information or materials discussed by the Working Committee must be discussed with the probationer in a meeting of the Working Committee, prior to meeting with the Tenure Review Committee. Written documentation of the executive session will be limited to the date, time, place, reason for the meeting, and those in attendance.

408 COMPLAINTS CONCERNING THE WORKING COMMITTEE

If there is a complaint by the petitioner against the working committee, the Tenure Review Committee will be responsible for establishing the process investigating the complaint. Prior to this process, the probationer will be given the opportunity to add one tenured faculty member who will be included in the process. The Tenure Review Committee must respond to the probationer within 15 days of the receipt of the complaint or before the vote of the Tenure Review Committee, whichever is sooner.

409 REVIEW BY BOARD OF TRUSTEES OF TENURE RECOMMENDATIONS

409.1 RECEIPT OF RECOMMENDATIONS

The Board of Trustees through the President will receive all recommendations from the Tenure Review Committee, will give reasonable consideration to these recommendations, and will accept or reject such recommendations at their earliest possible convenience.

409.2 ADDITIONAL WRITTEN STATEMENT

If the recommendation of the Tenure Review Committee is to deny tenure, the probationer will be so informed. The probationer will have the right to submit a written statement to the Board of Trustees through the President concerning the recommendation.

409.3 CONFLICTING RECOMMENDATIONS

In a case where the President disagrees with the recommendations of the Tenure Review Committee and the Board will be considering either nonrenewal or granting tenure, the following procedure shall be used:

- 1) The President will convene a meeting with the Tenure Review Committee to discuss any concerns and the decision.
- 2) The President will require the tenure Review Committee to review its recommendations.
- 3) After the tenure Review Committee completes this review, the committee shall take one of the following actions:
 - a. reaffirm their recommendation;
 - b. send a change in their recommendation to the Board of Trustees through the President not later than 10 days after the President's request for review.

409.4 FINAL DECISION

The Board of Trustees will then make the final decision.

500 ADJUSTMENTS OR REDUCTIONS

501 REDUCTION IN FORCE

This procedure provides a means of reducing tenured faculty, should that become necessary, through procedures that will make the reduction equitable, expeditious, and economical. This determination shall be made by the Board upon recommendation by the President. A full review of factors contributing to a possible reduction in force, including other alternative courses of action that may relieve the condition, will be made prior to instituting this reduction in force procedure.

These procedures address reduction in tenured faculty only, based on the understanding that affected part-time and probationary faculty would be laid off before or concurrently as these procedures are implemented, unless each provides a service or a class offering that is identified as most necessary and for which no tenured faculty are qualified (see Section 501.2.5).

These procedures provide a means for laying off full-time tenured faculty in response to two potential situations: (1) a major financial reduction, and (2) changing patterns of student enrollment and class utilization.

501.1 FINANCIAL EMERGENCY

501.1.1 FINANCIAL EMERGENCY CRITERION

To implement these procedures in response to a major unanticipated financial reduction, the following criterion must be met:

- 1) The College must be facing a 10% or greater reduction in comparable base state allocation as measured against the previous year's appropriation.

501.1.2 REQUEST FOR RECONSIDERATION

Should the HCEA President, upon receiving the notice specified in 501.2.1, not be satisfied that the above criterion has been met, the following procedure shall be used until a decision or agreement is reached:

- 1) Within five days of the notice specified in 501.2.1, the HCEA President, and their designee, may request to meet with the President and their staff to review and discuss the data used to determine if the criterion had been met.
- 2) The meeting shall be held within five days after receipt of the above request.
- 3) If not convinced the criterion has been met, the HCEA President shall submit a written request to the President asking for reconsideration of the decision. The request shall be made within five days after the meeting and shall include all data necessary to substantiate the assertion.
- 4) The President shall make the final decision within five days after receiving the above request.

If no agreement has been reached, the HCEA President may request the question: "Is or is not the College facing a 10 percent or greater reduction in comparable basic state allocation as measured against the previous year's appropriation?" be submitted to an arbitrator as specified in the Faculty Grievance Procedures (see section 805). The

procedures set forth in these sections shall be followed, except the arbitrator shall be restricted to answering the above question "yes" or "no."

501.1.3 TIMELINE REVISIONS

Nothing in the above procedures shall delay implementation of the remaining provisions of this Reduction in Force procedure. Timelines noted above may be revised by mutual agreement between the Presidents.

501.1.4 BOARD OF TRUSTEES DETERMINATION

This determination shall be made by the Board upon recommendation by the President. A full review of factors contributing to a possible reduction in force, including other alternative courses of action that may relieve the condition, will be made by the President prior to instituting this reduction in force procedure. The College and the Association agree that during the period of this agreement, the authorized positions against which the reduction percentage will be applied shall be the positions authorized in the most recently completed academic year.

501.2 PROCEDURES

If circumstances indicate that the College may need to lay off tenured faculty members under the conditions specified in Section 501.1, the following criteria and procedures will be used:

501.2.1 PRESIDENTIAL REVIEW AND NOTIFICATION

The President will review the nature of the problem facing the College and determine those support services that are most necessary and the level to which they are to be supported at Highline College. If reductions in the tenured faculty are or may be necessary in the near future, the President will give notice of the potential reductions to the Highline College Education Association. This notice shall include the reasons and data supporting the proposed reductions as well as the data used to meet the criteria and conditions set forth in Section 501.1.

501.2.2 TRANSMISSION OF RELEVANT DATA AND CRITERIA

The President of the Highline College Education Association, and their designees, upon written request, may meet with the President and their staff to review and discuss the reasons and data that may result in the need to reduce tenured faculty. All data to be used in the decision-making process will be made available to the Association. The President, or designee, shall present and explain the criteria used to identify the magnitude of the problem, the distribution of potential reduction among the major organizational units (if appropriate), and the criteria to be used to identify the programs to be reduced or eliminated, if such changes are necessary. The criteria to be used to identify those faculty to be laid off shall be included in this presentation.

501.2.3 FORMATION AND CONVENING OF COMMITTEE

If it appears a reduction in tenured faculty may occur the President shall direct the Reduction in Force Review Committee to be formed, as specified in Section 501.2.11, and shall direct the CAO to convene a meeting of the RIFRC and the CSSO (if

appropriate) to discuss the data used in the decision-making process and the potential approaches to resolving the problem.

501.2.4 COMMITTEE REPORT TO PRESIDENT

After the members of the RIFRC have been identified, the CAO shall convene the Committee, along with the CSSO (if appropriate), to present and explain the problems, the appropriate data including current financial information, and the criteria to be used to identify those tenured faculty member(s) who are to be or may be laid off, as well as the program(s) to be reduced or eliminated. Additional meetings may be scheduled upon request of the RIFRC chair.

Following the last meeting, the RIFRC will proceed to study the information and the reduction in force decision(s) and within 15 calendar days of the last meeting or 30 days of the initial meeting, whichever occurs first, the RIFRC will submit to the President of the College its suggestions and/or recommendations.

501.2.5 IDENTIFICATION OF "MOST NECESSARY" COURSES AND SERVICES

The President, with advice from the affected faculty and Division Chairs and the Vice Presidents, shall decide in the case of each affected division what course offerings and/or other services are most necessary to maintain quality education at Highline College. The President shall consider, but not be limited to, the following factors:

- 1) Reviews of all offerings in each affected division and the need for the offerings to meet degree and transfer requirements;
- 2) The goals and objectives of Highline College and the SBCTC;
- 3) Information concerning faculty and administrative vacancies occurring through retirement, resignation, sabbatical, and leave of absence; and
- 4) The enrollment and the trends in enrollment for not less than four consecutive quarters, if applicable, and their effect upon each division.

501.2.6 LAYOFF BY SENIORITY

If a reduction in tenured faculty is necessary to meet a major financial emergency), the order of layoff will begin with those having the least seniority. The faculty member with the least seniority will be the first to be laid off unless a majority of that faculty member's assignment is composed of classes or services identified as the most necessary and no one with more seniority can provide the services. In this case the least senior member will be passed over and the second lowest in seniority will be laid off. This process will continue until the necessary number of reductions is reached.

Seniority shall be determined as described in Section 501.2.10.

501.2.7 QUALIFICATION FOR REASSIGNMENT

The President, with advice from the appropriate CAO and appropriate Division Chairs, will determine if a faculty member is qualified for an assignment when considering possible reassignment due to reduction in tenured faculty.

501.2.8 NOTIFICATION OF LAYOFF AND APPEALS

The President of the College shall, within 15 calendar days following receipt of the RIFRC suggestions and/or recommendations, advise the RIFRC of their final decision. Should this decision include the institution of a reduction in force of tenured or probationary faculty member(s), the President shall provide written notification to the individual faculty member. Notification shall be sent by email and registered letter, return receipt requested, to the affected faculty member and shall specify the date a written request is due for an appeal of the decision, as specified under WAC, as now adopted or subsequently revised. Under no circumstances shall this notice be given less than 90 days before the expiration date of the current individual contract. The precise notice date will be determined during the refinement of procedures as provided in the reopening clause.

Appeals by individual faculty members can be made on seniority or qualifications grounds. The appeal will first be reviewed by the RIFRC who have 10 days to investigate the appeal and provide a written report to the President including the original appeal. A copy of the appeal and written report will be provided to the HCEA President. The President makes the final decision regarding the appeal.

501.2.9 OTHER PROVISIONS

501.2.9.1 Right to Consideration for Part-Time Employment

A tenured faculty member whose contract was not renewed as a result of this faculty reduction procedure has, for a period of three years, a right to identify class sections other than those taught by tenured or tenure-track faculty that he/she would like to teach. The faculty member must meet the qualifications normally used by the department for all classes identified above. The faculty member must also be recommended by the Department Coordinator and approved by the CAO, to teach the identified courses. The right to request part-time employment will be by seniority, most senior first.

501.2.9.2 Right of Recall

A tenured faculty member whose contract was not renewed as a result of this faculty reduction procedure has a right to fill any open tenured position in their discipline as a fully-tenured faculty member, provided they are determined qualified by the CAO. The recall shall be by seniority, the most senior first. The right of recall shall extend three years from the date of layoff provided that the laid off faculty member advised Human Resources, in writing, of his/her current personal email and mailing address. Notification of recall shall be sent by email and registered letter, return receipt requested, and a copy of such notification shall be sent to the Highline College Education Association.

501.2.9.3 Recall Response Requirement

If a laid off faculty member rejects an offer of recall, or fails to respond within ten calendar days from the date of acknowledgment of receipt of the registered letter or within 20 calendar days of the actual posting date of the registered letter, whichever date is sooner, layoff status will be terminated.

501.2.9.4 Position Application Assistance

Human Resources shall notify all other institutions of higher education in the state in a reasonable effort to obtain similar employment for faculty laid off as a result of reduction in force procedures.

501.2.10 SENIORITY DETERMINATION

For purposes of RIF resulting from a financial emergency, seniority shall be determined by establishing the date of continuous annually contracted professional service for Highline College which shall include leaves of absence, sabbatical leaves, and periods of layoff.

Faculty may be officially reassigned to another discipline by the CAO, in consultation with the Department Coordinator and the Division Chair, based on their current qualifications. Their date of hire will continue to be used to determine their seniority.

The longest term of employment as thus established shall be considered the highest level of seniority. In instances where faculty have the same starting date of the first annual probationary or permanent contract, seniority shall be determined by number of quarters of part-time service prior to the above contract. If the above two criteria are the same, seniority shall be determined by the signature date on the first annual contract for the most recent period of continuous annually contracted professional service for Highline College. In cases where seniority is still equal, seniority shall be determined by lot.

501.2.11 REDUCTION IN FORCE COMMITTEE

Upon receipt of a written notice from the President of the College that reductions in staff are, or may be, necessary in the near future, the President of Highline College Education Association will submit to the President, within 15 calendar days of the receipt of the written notice, the names of the four elected tenured faculty members who will serve on a Reduction in Force Review Committee (RIFRC), plus two alternates to serve in cases where one or two of the elected members cannot serve. The election will be conducted by the Highline College Education Association with voting limited to tenured faculty.

A. Committee Composition

The committee will be comprised of:

- 1) four faculty members to be elected by the faculty;
- 2) two designees of the President;
- 3) the CAO; and
- 4) the President of Highline College Education Association shall serve as ex-officio, nonvoting resource on the Reduction in Force Committee.

B. Committee Functions

The functions of the review committee will be to:

- 1) elect a chair;
- 2) review the data used in the decision-making process leading to a reduction in force;

- 3) meet and discuss with the CAO and Vice President for Students (if appropriate) the data and the other possible alternatives to resolving the problem; and
- 4) forward a recommendation to the President on how the problem facing the College should be solved.

501.3 REDUCTION IN FORCE GIVEN CHANGING PATTERNS OF STUDENT ENROLLMENT AND CLASS UTILIZATION

This procedure provides a means of reducing tenured faculty because of changing patterns of student enrollment and class utilization. All part time and probationary faculty in the affected area would be laid off before any lay off of tenured faculty.

501.3.1 CONDITIONS OF IMPLEMENTATION

- 1) If during two of the three prior quarters, not including summer quarter, a discipline demonstrates a net deficit weighted student enrollment, using the appropriate formulas from appendix B, the CAO, the Department Coordinator, the Division Chair and a Union representative appointed by the HCEA President will meet to discuss potential solutions. The CAO will provide written notification of this meeting including substantiating data and the meeting will be held by the 3rd week of the following quarter (summer excluded).
- 2) Any discipline whose quarterly enrollment is not sufficient to meet anticipated/planned teaching loads for tenured and tenure-track faculty after reassignment of any sections taught by part-time faculty will be designated as having a net deficit enrollment for that quarter. If two out of the three prior quarters are in a deficit enrollment situation, then the CAO, the Department Coordinator, the Division Chair and a Union representative appointed by the HCEA President will meet to discuss potential solutions. The CAO will provide written notification of this meeting including substantiating data and the meeting will be held by the 3rd week of the following quarter (summer excluded).
- 3) If a discipline demonstrates a net deficit weighted student enrollment for three of the next six quarters then a reduction in the number of tenured faculty in that discipline may be initiated. If a reduction in tenured faculty is necessary because of low enrollment the order of layoff will begin with those having the least seniority in the discipline. Seniority within a discipline is determined using the criteria of section 501.2.10 applied to the members of the discipline. The faculty member with the least seniority in the discipline will be the first to be laid off unless a majority of that faculty member's assignment is composed of classes or services identified as the most necessary and no one with more seniority can provide comparable services. In this case the least senior member will be passed over and the faculty member in the discipline with the second lowest seniority will be laid off. Written notification of the pending action will be provided to the affected faculty member, the Division Chair and the HCEA President. Furthermore, if the condition persists during the three quarters subsequent to the above written notification to the affected faculty member, additional layoffs can be made following the above procedure.

501.3.2 Request for Reconsideration

If the HCEA President is not satisfied that the above Conditions of Implementation have been met the following procedure shall be used.

- 1) Within five days of the notice specified in 501.2.1, the HCEA President and an additional person of his / hers choosing, may request to meet with the President and his/her staff to review and discuss the data used to determine if the criterion had been met.
- 2) The meeting shall be held within five days after receipt of the above request.
- 3) If not convinced the criterion has been met, the HCEA President shall submit a written request to the President asking for reconsideration of the decision. The request shall be made within five days after the meeting and shall include all data necessary to substantiate the assertion.
- 4) The President shall make the final decision within five days after receiving the above request.
- 5) If no agreement has been reached, the HCEA President may request the question: "Is or is not the enrollment data used appropriate and correct?" be submitted to an arbitrator as specified in the Faculty Grievance Procedures (see Section 805). The procedures set forth in these sections shall be followed, except the arbitrator shall be restricted to answering the above question "yes" or "no."

501.3.3 Timeline Revisions

Nothing in the above procedures shall delay implementation of the remaining provisions of this Reduction in Force procedure. Timelines noted above may be revised by mutual agreement between the Presidents.

501.3.4 QUALIFICATION FOR REASSIGNMENT

The President, with advice from the CAO and/or CSSO and appropriate Division Chairs, will determine if a faculty member is qualified for an assignment when considering possible reassignment due to reduction in tenured faculty.

501.3.5 NOTIFICATION OF LAYOFF AND APPEALS

The President shall provide written notification to the individual faculty member who is subject to layoff. Notification shall be sent by email and registered letter, return receipt requested, to the affected faculty member and shall specify the date a written request is due for an appeal of the decision, as specified under WAC, as now adopted or subsequently revised. Under no circumstances shall this notice be given less than 90 days before the expiration date of the current individual contract.

Appeals by individual faculty members can be made on seniority or qualifications grounds. The appeal will first be reviewed by the RIFRC who have 10 days to investigate the appeal and provide a written report to the President including the original appeal. A copy of the appeal and written report will be provided to the HCEA President. The President makes the final decision regarding the appeal.

501.3.6 RIGHTS OF PART-TIME EMPLOYMENT, RECALL, AND POSITION APPLICATION ASSISTANCE.

Tenured faculty who are laid off as a result of provisions in section 501.3 will have the right to part-time employment , the right of recall , and the right to Position Application Assistance as in section 501.2.9.

502 DISMISSAL PROCEEDINGS

502.1 APPEALS REVIEW COMMITTEE PURPOSE

The Appeals Review Committee is a standing committee to hear the appeal of a tenured faculty member who has received notice of dismissal. Selection of the committee members and dismissal process follows.

502.1.1 COMPOSITION

The Appeals Review Committee shall consist of five members and four alternates:

- 1) one member and one alternate shall be administrators;
- 2) three members and two alternates shall be tenured teaching faculty; and
- 3) one student and one student alternate shall be full-time students.

502.1.2 FORMATION

The Appeals Review Committee shall be formed as follows:

- 1) The President shall appoint one administrator as member and one as alternate, both to serve three-year terms;
- 2) The faculty and instructional unit chairs or heads acting as a unit shall elect three tenured faculty members and two alternates from a list of nominees, one from each instructional unit. Alternates shall be selected in order of plurality and shall become members of the Committee in that order in case a member becomes unable to serve. The terms of elected faculty members shall be three years;
- 3) The student representative and a student alternate shall be full-time students and shall be chosen by the student association in such manner as the members thereof shall determine.

If the Committee is actively reviewing a case under the procedure of this policy at the time the terms would expire, members shall continue in office until that case is concluded.

The Appeals Review Committee shall be convened by the administrator appointed by the President each fall quarter to elect the chair for the coming college year.

502.2 GENERAL PROVISIONS - DISMISSALS

502.2.1 SUFFICIENT CAUSE

A tenured faculty member shall not be dismissed from his/her appointment except for sufficient cause, nor shall a faculty member who holds a probationary faculty

appointment be dismissed prior to the expiration of his/her current annual contract except for sufficient cause.

502.2.2 SUSPENSION

Any concurrent suspension of a tenured faculty member as a part of dismissal proceedings shall not be considered contractual termination which is a matter accomplished only through due process.

502.2.3 JUST CAUSE

Dismissal of tenured faculty for sufficient cause, with due process, is authorized under state law. While each possible case must be judged on its own merits, courts have ruled that in some cases tenured faculty may be dismissed for sufficient cause related to their professional duties, such as demonstrated incompetence in teaching; substantial and manifest neglect of duty; or personal conduct which substantially impairs the individual's fulfillment of their institutional responsibilities. Any dismissal procedure will follow generally recognized just-cause procedures.

502.2.4 PREPONDERANCE OF EVIDENCE

The burden of proving sufficient cause for dismissal of a tenured faculty member or a probationary faculty member during the term of his/her appointment, rests with the President and must be established by a preponderance of the evidence at hearing.

502.3 NOTICE OF PROPOSED ACTION AND REQUEST FOR HEARING

If the President concludes that there are grounds for terminating a tenured faculty member's employment, or for terminating a probationer's contract before its expiration, the President shall notify the affected faculty member in writing of the proposed action. This notice shall be sent by email, by certified mail, return receipt requested, and by regular first class mail, to the last known home address of the affected faculty member and shall contain the following information which includes procedural rights of the affected faculty member:

- 1) a written summary of the charges against the faculty member which led to the notice;
- 2) a written explanation of the evidence which forms the basis for the charges. This shall not limit the College from presenting a more detailed and complete case at an appeal hearing if the proposed action is taken and the faculty member appeals;
- 3) a written statement of the action being contemplated by the employing official;
- 4) a reasonable opportunity for the faculty member to present reasons, either orally or in writing, why the proposed action should not be taken;
- 5) notice of the right to a hearing before the Appeals Review Committee to determine whether sufficient cause for dismissal exists;
- 6) a list of the members and alternates of the Appeals Review Committee and notice of the right by one peremptory challenge to remove up to two members of the Appeals Review Committee;
- 7) notice that failure to submit a written request for a hearing to the President within twenty days shall result in a waiver of the right to a hearing; and
- 8) notice that failure to exercise the right to remove up to two members of the Appeals Review Committee by peremptory challenge in the written request for hearing shall result in a waiver of this right.

502.4 SELECTION OF A HEARING OFFICER

502.4.1 NOTIFICATION OF COMMITTEE

If the President receives a timely request as outlined in 502.3.7 for a hearing from the affected faculty member, the President shall immediately notify the Appeals Review Committee. At this time, the President shall also inform the Appeals Review Committee of any changes in its composition resulting from the peremptory challenge by the affected faculty member.

502.4.2 OBJECTIONS

Within 15 working days after receiving the request for hearing from the affected faculty member, the President shall select a legally trained hearing officer and shall inform the Appeals Review Committee of his/her selection. If the Appeals Review Committee objects, in writing, to the hearing officer, the chair of the Appeals Review Committee shall so inform the President within five days and shall suggest a different legally trained hearing officer. If the President objects to the hearing officer suggested by the Appeals Review Committee, he/she shall so inform the chair of the Appeals Review Committee within five days and shall suggest a second legally trained hearing officer. This process shall continue until a mutually acceptable hearing officer is selected or until each has named three hearing officers after which the President shall select the hearing officer who shall not be one of the individuals previously rejected by the Appeals Review Committee. The hearing officer shall be compensated by the College.

502.5 HEARING PROCESS

502.5.1 SCHEDULING AND NOTICE OF HEARING

A. The hearing officer shall begin contacting the parties to schedule the hearing no later than three days following his/her appointment. When a mutually acceptable hearing date and location has been established, the hearing officer shall so inform the parties, by telephone or in writing. If, after reasonable efforts, the parties have been unable to agree upon a hearing date and location, the hearing officer shall designate the hearing date and location.

B. Upon notification from the hearing officer of the date and location of the hearing, the President shall issue a short and plain written statement in reasonable particularity of the grounds for the proposed action which shall be sent by email, by certified mail, return receipt requested, and regular first class mail, to the last know home address of the affected faculty member; and a copy shall be sent to the hearing officer, the Appeals Review Committee and any know representative of the affected faculty member. This notice shall contain:

- 1) a statement of the time and place of the hearing which shall be after not less than seven days' notice unless waived by the parties;
- 2) a statement of the legal authority and jurisdiction under which the hearing is to be held;
- 3) reference to the particular sections of the statutes or rules involved;

- 4) a statement that if a limited English speaking or hearing impaired party or witness needs an interpreter, a qualified interpreter will be appointed and that there will be no cost to the party or witness;
- 5) an attached form for a party to indicate whether the party needs an interpreter and to identify the primary language or hearing impaired status of the party; and
- 6) a statement that a party who fails to attend or participate in a hearing may be held in default.

502.5.2 PROCEDURAL RIGHTS OF AFFECTED FACULTY MEMBER

The affected faculty member has the following procedural rights:

- 1) the right by one peremptory challenge to remove up to two members of the Appeals Review Committee as outlined in 502.3;
- 2) the right to confront and cross-examine adverse witnesses, provided that, when a witness, for compelling reasons, cannot appear to testify in person, the identity of the witness and a copy of the written statement of the witness shall be disclosed to the affected faculty member at least ten (10) days prior to hearing;
- 3) the right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law;
- 4) the right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved;
- 5) the right to the assistance of the Appeals Review Committee and/or hearing officer in securing relevant witnesses and evidence;
- 6) the right to counsel of his/her choosing who may appear and act on his/her behalf at the hearing.

502.5.3 DUTIES OF THE HEARING OFFICER PRIOR TO AND AT HEARING

The hearing officer shall preside over the hearing on behalf of the Appeals Review Committee. The hearing officer shall conduct and rule on any pre-hearing motions, determine the ordering of proof, admissibility of evidence and make any other rulings necessary in the course of the hearing. The hearing officer is authorized to conduct settlement conferences, including mediation sessions, with the consent of the parties.

In addition, the hearing officer shall:

- 1) schedule the hearing as provided in Section 502.5.1; and
- 2) retain the services of a court certified court reporter to report the hearing. The court reporter shall be compensated for his/her appearance by the College. Cost of transcripts will be borne by the individual party requesting the transcripts.

502.5.4 PRESENTATION OF CASE

The President may present the case against the faculty member or may designate a representative of his/her choosing.

502.5.5 CLOSED HEARING

The hearing shall remain a closed hearing unless specifically requested otherwise at the beginning of the process by mutual agreement with concurrence of the Hearing Officer.

502.5.6 PUBLICITY

Except for such simple announcements as may be required, covering the time of the hearing and similar matters, no public statements about the case by either the affected faculty member, Appeals Review Committee or administrative officers shall be made until all College proceedings have been completed. Any announcement of the final decision of the Board of Trustees shall include a statement of the Appeals Review Committee's recommended decision.

502.6 POST HEARING PROCEEDINGS

502.6.1 APPEALS REVIEW COMMITTEE

Following the hearing, the Appeals Review Committee shall meet privately to deliberate. The Appeals Review Committee may proceed to decision without having some or all of the record of the hearing transcribed if a just decision may be reached by this means; or the Appeals Review Committee may await the availability of a transcript of some or all of the hearing if needed.

502.6.2 FINDINGS OF FACT

The Appeals Review Committee shall base its decision solely on evidence received at the hearing. In its written recommended decision, the Appeals Review Committee shall make specific Findings of Fact, through a majority vote when necessary, with respect to each of the grounds for dismissal. The Appeals Review Committee shall recommend either:

- 1) sufficient cause for dismissal exists;
- 2) sufficient cause for dismissal does not exist.

502.6.3 TIMELINE

The Appeals Review Committee shall issue its Findings of Fact, Conclusions of Law and Recommended Decision within thirty days of the close of hearing unless, for good cause, this period must be extended.

502.6.4 HEARING OFFICER

At the request of the Appeals Review Committee, the hearing officer shall provide the Appeals Review Committee copies of any admitted exhibits, motions and ruling thereon, or briefs for use during deliberations.

502.6.5 POST-HEARING MEETINGS

At the request of the Appeals Review Committee, the hearing officer shall meet with the Appeals Review Committee after it has reached its decision to assist in drafting and finalizing written Findings of Fact, Conclusions of Law and Recommended Decision. At the request of the Appeals Review committee, the hearing officer shall cause copies of the Findings of Fact, Conclusion of Law and Recommended Decision to be delivered to the parties and the Board of Trustees.

502.6.6 TRANSMISSION OF DOCUMENTS

Once the Findings of Fact, Conclusions of Law and Recommended Decision has been issued, the hearing officer shall compile and deliver to the Board of Trustees the complete record of the proceedings including, but not limited to, the transcript of the proceedings if it has been ordered transcribed by the parties or the Appeals Review Committee, exhibits, motions and ruling thereon, pleadings, briefs.

502.7 CONSIDERATION BY BOARD OF TRUSTEES

Review of the Recommended Decision by the Board of Trustees shall be based solely on the record of the hearing before the Appeals Review Committee. Prior to rendering its final decision, the Board of Trustees shall afford the parties or their representatives an opportunity to present written argument and, if desired by the Board of Trustees, it may afford the parties or their representatives an opportunity to present oral argument. Such written or oral argument must be based solely on evidence/testimony presented before the Appeals Review Committee.

502.7.1 ORIGINAL CHARGES

Any decision to dismiss the affected faculty member shall be based solely upon the original charges alleged and considered at hearing and established by preponderance of the evidence at hearing to be sufficient cause for dismissal.

502.7.2 TIMELINE FOR NOTIFICATION

The Board of Trustees shall, within ninety (90) days following the receipt of the record of the proceedings from the hearing officer, or the receipt of any written argument, or the date of any oral argument, whichever is later, send written notice of its final decision by email, by certified mail, return receipt requested, and by regular first class mail, to the last known home address of the affected faculty member, and a copy shall be sent to the President, the Appeals Review Committee and the representatives of the affected faculty member and the President, if any.

502.7.3 POST HEARING REMEDIES

This notice of final decision by the Board of Trustees shall specify the Findings of Fact and Conclusion of Law supporting its decision and shall also specify the available post hearing remedies. Any faculty member dismissed shall have the right to appeal the final decision of the Board of Trustees in accordance with the Administrative Procedure Act, as now or hereafter amended.

600 BENEFITS

601 MEDICAL INSURANCE

The College agrees to provide to full time employees all employer-paid group health, dental, and other insurance programs which are approved by the State of Washington Public Employees Benefit Board (PEBB) provided that these full-time employees meet the eligibility requirements of the PEBB

The College agrees to provide part-time employees all employer-paid group health, dental and other insurance programs which are approved by the State of Washington Public Employees Benefit Board (PEBB) provided that these full-time employees meet the eligibility requirements of the PEBB

When possible, the College agrees to make payroll deductions from an employee's salary for the employee's portion of insurance plans authorized by the State of Washington Public Employees Benefit Board (PEBB)

The College HR office will provide information detailing eligibility criteria to employees for insurance benefits and notifies each employee of their eligibility for insurance benefits upon meeting the criteria

602 RETIREMENT AND TAX DEFERRED PLANS

Faculty members of a state institution for higher learning are enrolled in a mandatory retirement plan when they start or first become eligible with the College. For eligibility requirements and other information, refer to the SBCTC Retirement website.

Supplemental retirement options are available under:

- 1) State Board Voluntary Investment Program
- 2) Washington State Deferred Compensation Plan
- 3) Faculty may participate in both or either plan/program.

603 VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All faculty shall deposit sick leave cash-out funds (25%) at retirement into the Medical Expense Plan (VEBA) as authorized by RCW 41.04.340 and in compliance with the Internal Revenue Code, unless a majority of eligible faculty vote not to participate during the calendar year in which the faculty retire.

Process

If, by the end of the first week of Winter Quarter, a majority of eligible faculty members submit a written request to the Executive Director of Human Resources and the HCEA president for a vote on VEBA participation, the Human Resources Department and HCEA will conduct the vote by the end of the fifth week of Winter Quarter. Voting will be restricted to eligible faculty members (see below). The subject of the vote is whether all faculty who retire in that calendar year participate in the Medical Expense Plan (VEBA) or get a cash-out value. The vote will be decided by a simple majority of those voting. Such decision will be binding on all faculty who retire during that calendar year. In the case of a tie, all faculty shall participate in the Medical Expense Plan.

Eligible Voting Faculty

For purposes of this section only, "eligible faculty" means faculty who:

- 1) Have been employed at the College for at least 10 years; and
- 2) Are at least 50 years old; and
- 3) Have at least accrued 60 days of sick leave.

604 SICK LEAVE

Each full-time faculty member employed by the College shall accumulate 8 hours of sick leave each month for use in the following month, unless such faculty member is in a leave without pay status for more than 10 days in any month.

Sick leave is cumulative (does not expire) with no limit on the amount that can be accrued.

Each part-time faculty member employed by HC earns sick leave on a monthly basis. The rate of accrual shall be (instructor's percent of full-time load) x (8 hours), for each calendar month in which the faculty member is employed.

604.1 SICK LEAVE FOR SELF

An illness and includes appointments, examinations, and routine health checks

604.2 SICK LEAVE FOR FAMILY OR HOUSEHOLD MEMBER

An illness and the faculty member's assistance is required.

- 1) Family members are defined the same as the College's definition and includes spouse; parents; parents-in-law; children; brothers; sisters; grandparents; grandchildren; step parents; step children; foster parents; foster children; in loco parentis relationship; guardianship relationships; registered domestic partners; and spouses or registered domestic partners of the aforementioned, as applicable.
- 2) Household members are defined as persons who reside in the same home who have reciprocal duties to each other and at least one provides financial support for the other. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or rental agreement.

604.3 Sick Leave in Excess of Five Days

Faculty who are absent for illness in excess of five days in any one year may be requested to provide a note from their health care provider.

604.4 REPORTING/REQUESTING SICK LEAVE IN CTCLINK

All absences must be requested in the ctcLink system under employee self-service. Predictable absences must be requested at least two weeks prior taking the leave. Unpredictable absences must be requested as soon as reasonably possible considering the circumstances

604.5 CALCULATION OF LEAVE

For purposes of calculating leave deductions for full-time faculty, a full day shall be taken as 8 hours and any partial days shall be taken as a pro-rata share of 8 hours.

For purposes of calculating leave deductions for part-time faculty, a full day will be calculated based upon credits. Each credit is considered 11 hours of time worked for the particular quarter. The total number of credits being taught times 11 hours equals the total hours of time per quarter. The total hours per quarter divided by the number of days in the quarter will be the amount of time per day a part-time faculty member would need to request/report for each day of absence.

For calculating salary deductions when all leave has been exhausted, in cases of unauthorized leaves, termination of contracts, and similar situations, for full-time faculty a day's pay shall be considered as a pro-rata share of the individual's annual contract salary, usually 1/170th of the total contracted days. For part-time faculty, deductions will follow the credit-based calculations described above.

604.6 SICK LEAVE WHEN SEPARATING FROM THE COLLEGE

Sick leave cannot be cashed out when leaving the College for any other reason than retirement or death (see below). At separation, their sick leave balance remains in the system and can only be retrieved if they return to the College or any other state agency within 5 years.

604.7 SICK LEAVE WHEN SEPARATING FROM THE COLLEGE DUE TO RETIREMENT OR DEATH

Employees who separated from the College due to retirement or death shall be compensated for their unused sick leave at a rate of 25% based upon their salary at the time of separation. Payment options (cash or medical expense plan-VEBA) will be determined under Section 600.3.

1) Retirement

For purposes of this section, a faculty member is considered retired if they separate from the College for any reason and meets one of the TRS 1 requirements listed below (regardless of the faculty members retirement plan/system):

- a. Any age with at least 30 years of service credit or;
- b. Age 55 with at least 25 years of service credit or;
- c. Age 60 with at least 5 years of service credit.

Any unused sick leave will be compensated at a rate of 25% based upon their salary at the time of retirement. The payout method is determined under the described in section 600.3 above.

2) Death

Upon death sick leave will be paid out to the administrator/executor of their estate at a rate of 25%.

604.8 TRANSFERS OF LEAVE

Part-time faculty can only transfer sick leave from another college or agency once the College becomes the sole employer. The leave cannot exceed 110 hours transferred.

Part-time faculty can only transfer sick leave to another college or agency when that college or agency becomes the sole employer. The amount transferred will depend on the policies of the receiving college or agency.

605 BEREAVEMENT LEAVE

Sick leave may be used for the death of:

- 1) Family (as defined in 604.2.1) above) or household member (as defined in 604.2.2) above) – not to exceed 5 days for each occurrence of death
- 2) Other relatives – not to exceed 3 days for each occurrence of death
Other relatives include aunts, uncles, cousins and other permanent members of the household at the time of their death.

With the approval of the appropriate Division Chair and CAO, use of sick leave may be extended beyond the five or three days

606 EMERGENCY LEAVE

Sick leave may be used for emergencies. For the purpose of this section, an emergency is an event which is unavoidable, serious, important, not anticipated, beyond the control of the employee and preplanning was not possible.

Whenever possible, prior approval should be obtained from Division Chair and CAO

The employee may be asked to provide the Human Resources office with documentation to substantiate the emergency absence.

The College recognizes that there may be circumstances when emergency leave is extremely personal, like employee or family member surviving domestic violence, sexual assault, stalking or cyberstalking. In these case's documentation may be difficult to obtain or put the employee at further risk. These situations will be handled on a case by case basis and in accordance with best practices as much as possible.

607 FAMILY MEDICAL LEAVE ACT

(FMLA – Federal Law)

The Family Medical Leave Act (FMLA) provides faculty who meet the eligibility criteria with unpaid leave of up to 12 workweeks for one of the following reasons:

- 1) A serious medical condition that makes the employee unable to perform the essential functions of the job
- 2) The birth or adoption of a child or placement of a foster child
- 3) The serious medical condition of a child, foster child, spouse, legal domestic partner, legal ward or parent that requires care from the employee
- 4) Any qualifying military exigency of a spouse, child or parent on active duty or called to active duty.

Additional information can be found on the Highline College Website or by contacting the HR office.

608 FAMILY LEAVE ACT

(FLA – State Law, RCW 50A and WAC 192-500)

Under Washington's FLA employees are eligible for the same leave, amount and reasons as the Federal FMLA

In addition, FLA surpasses the Federal FMLA by providing additional benefits for pregnant women.

Additional information can be found on the Highline College Website or by contacting the HR office

609 PAID FAMILY MEDICAL LEAVE

(PFML – State Law, RCW 50A and WAC 192-500)

Effective January 1, 2020, Washington employees may apply for Paid Family Medical Leave when a serious health condition prevents them from working or when they need time to care for a family member, bond with a new child or spend time with a family member preparing for military service overseas. Employees must meet eligibility criteria in accordance with RCW 50A.04.

Paid Family and Medical Leave is administered by the Washington Employment Security Department. PFML is a program in addition to FMLA with different qualifications and benefits. If the qualifications are met, the employee may qualify for partial compensation for a specified period of time. Refer to the PFML website for additional information and the application process.

Supplemental Benefits – (for purposes of this section only)

The College designates paid time off (sick leave, personal leave and shared leave) as a supplemental benefit and will not affect the PFML benefit payment.

610 SABBATICAL LEAVE

As an institution of higher education, Highline College is committed to lifelong learning and has strongly supported professional development of its faculty, administration, and staff since its inception. Faculty may be granted a sabbatical as a means to enhance their professional development and to improve the College's services to its students and community.

A sabbatical leave creates a significant block of time for tenured faculty to engage in activities that sustain professional growth and revitalization. The enabling legislation for sabbaticals asserts that these leaves are "for the purpose of providing opportunities for study, research, and creative activities for the enhancement of the institution's instructional and research programs." The success of this sabbatical leave policy depends upon the good will and cooperation of those who administer it, those who participate in it, and the availability of resources to implement it.

Faculty members on sabbatical leave shall be entitled to the same rights and benefits as all other faculty members.

Types of Sabbatical Leave

Two types of Sabbatical Leave are available for full time faculty: Professional Leave and Growth and Enrichment (G&E Leave).

610.1 PROFESSIONAL LEAVE

The criteria for Professional leave are in section 610.1.3 and include the requirement that the faculty member be tenured.

610.1.1 PROCEDURES

For leaves being contemplated for implementation in the subsequent fiscal year, the procedure for processing professional leave applications shall be:

- 1) A tenured faculty member wishing to be considered for professional leave must submit a written application following the outline suggested by the CAO. Applications are to be submitted to the appropriate Division Chair by the Tuesday after the Martin Luther King Jr. holiday. The Division Chair will

circulate the application to members of the division for review. Division members shall have two weeks to provide feedback to the Division Chair. The Division Chair shall share the feedback with the applicant, who may choose to include a letter of response in the application materials. The Division Chair shall be responsible for submitting the application materials, division member feedback (if any), the applicant's letter of response (if any), the Department Coordinator's letter of recommendation and their own letter of recommendation to the CAO by February 20. These letters should include the materials and information specified on the cover sheet for Divisional Submission of Professional Leave Requests. In addition, after consultation with the Department Coordinator, the Division Chair will provide analysis of the leave's impact on the program and indicate appropriate replacement strategies.

For counselors and librarians, the CSSO and the Director of the Library, respectively, will also provide analysis of the leave's impact on the program and indicate appropriate replacement strategies. The applicant will receive a copy of all materials submitted by the Division Chair, and will have three working days following receipt of the materials to submit a response (if any) in writing to the CAO.

- 2) All applications shall be processed to reach the CAO by February 20. Upon receipt of the applications, the CAO will make the applications available to members of the Professional Leave Committee.
- 3) Applicants must have five years of full-time service as a faculty member at the College to be eligible for professional leave.
Applicants with at least five years since their last successful application for professional leave will receive priority in the awarding of leave over those who have applied successfully more recently.
Applicants who receive additional leave within three years of their last leave are only eligible for leave paid at the 75% of salary rate for the first quarter, and 50% of salary rate for the second and third quarters.
- 4) The CAO will make certain that the estimated cost for replacements is within the statutory requirement. The CAO will notify the Professional Leave Committee if the statutory requirements cannot be met and possible solutions necessary to stay in compliance.
- 5) The committee's recommendations for leave, including the estimated costs for replacements, shall be forwarded by the Chair of the committee to the CAO for final decision. In addition to recommending approval of selected proposals, the Committee may identify one or more alternates.
- 6) Notification to all applicants of the decisions concerning the granting of the leave shall be made on a timely basis, normally before the end of winter quarter of the academic year in which application is made.
- 7) All leave applicants denied leave shall be issued written statements by the CAO setting forth reasons for denial of leave requests.
- 8) If an applicant who had been granted leave is forced to cancel his/her leave planned, the leave may be granted to the first alternate.

610.1.2 PROFESSIONAL LEAVE COMMITTEE COMPOSITION

The application procedures for granting professional leave shall be monitored by the Professional Leave Committee.

The composition of the Professional Leave Committee shall be:

- 1) Five tenured faculty representatives (one from each division) elected by the Division's faculty for staggered three-year terms;
- 2) The CAO (non-voting), and;
- 3) If a faculty member that is applying for leave is a member of the Committee, that faculty member must resign from the committee. Faculty elected to replace these faculty representatives shall serve the remainder of their terms.

Prior to beginning Winter Quarter's review of applications, the committee will elect a Chair from its voting members. The Chair shall be responsible for drafting feedback to leave applicants based on the committee deliberations, eliciting committee members approval of the feedback, and then sharing the feedback with the applicants.

610.1.3 PROFESSIONAL LEAVE CRITERIA

Criteria to review the proposals and rank the recommendations will include:

- 1) advantage that the leave's results will have for the individual's assigned responsibilities and the College;
- 2) professional Development opportunities for the applicant;
- 3) opportunity to seek an advanced degree;
- 4) quality of the proposal;
- 5) years of service since previous leave at the College;
- 6) development of skills for an expanded or changed position;
- 7) ability and expertise of the applicant to achieve the outcomes anticipated by the proposal.

The Committee may request faculty to revise their leave proposals after their initial deliberations before making a recommendation.

610.2 GROWTH AND ENRICHMENT

The criteria for G&E are in 610.2.1, do not include a tenure requirement, and focus on revitalizing faculty and improving their performance at the College.

One quarter leaves may be granted for growth and enrichment (G&E) leave. G&E leaves will not be granted in conjunction with professional leave. However, in cases of emergency an additional (second) quarter of G&E leave may be granted. Tenure is not required to obtain G&E leave.

610.2.1 THRESHOLD CRITERIA

Projects or proposals which are to be considered for G&E leave should contribute significantly to revitalizing and improving the faculty member's performance at the College.

In choosing among those proposals meeting the threshold criteria above, the committee will consider the following factors:

- 1) length of time since any previous professional leave;
- 2) personal need of the applicant for leave, as it relates to the applicant's performance of professional duties at the College.

610.2.2 PROCESS

- 1) Applications for G&E leave should be accompanied by a written recommendation from the Division Chair and if appropriate, the CSSO or the Director of the Library;
- 2) Applications should be submitted to the office of the CAO by January 31, prior to the academic year in which the leave is to be taken;
- 3) Requests for G&E leave received after January 31 of any given year (especially emergency requests) may be considered by the committee once those professional and G&E leaves submitted by January 31 have been considered;
- 4) Applications for G&E leave will be considered after applications for professional leave are considered;
- 5) The committee can, at its discretion, suggest changes in, and resubmission of rejected applications;
- 6) The faculty member may not be employed at another educational institution during G&E leave.

610.3 OTHER PROVISIONS

1) Salary During Leave

If a faculty member is approved for leave, their total salary during the period of the leave is restricted to no more than the average salary of the top quartile of full-time faculty salaries. Within these bounds, faculty may earn up to 100% of their normal salary for the first quarter's leave, seventy-five percent for a second quarter's leave, and seventy-five percent for the third quarter's leave within an academic year.

The above percentage shall be applied to the faculty member's basic contract pay.

Faculty on professional leave may accept other employment provided such assignments do not interfere with the leave assignment as determined by the appropriate Vice President.

2) Agreement to Return

It shall be a condition of such leave agreements that the person must agree to return to the College upon completion of the leave period and shall serve for a period of one quarter for each quarter of leave, or shall pay to the College all prorated leave salary and fringe benefits unless the faculty member's employment was terminated by the College.

The time allowed for repayment shall be the same as the number of quarters of leave or at a rate mutually agreed between the faculty member and the College. A faculty member returning from leave shall be entitled to the position held prior to the leave.

3) Death and/or Disability

Should a sabbatical leave be ended by the death of the employee, the estate will not be held liable for the salary paid. Should an individual become disabled (and thus, prevented from achieving the expectation of a productive sabbatical) for a substantial

period of time during the leave due to illness or injury, the individual will be taken off sabbatical status and placed on sick leave status

4) Agreement for Satisfactory Completion

It shall be a condition of such leave that the faculty member shall satisfactorily complete the project and shall provide the President with a written report, copy to the CAO, including official transcripts of all College work, that summarizes the work completed and its benefits to the College. The CAO will forward the written report to members of the Professional Leave Committee. This report is due within two months after completion of the leave, summer quarter excluded. Should this report indicate the project was not completed or deemed unsatisfactorily completed, the President may refer the report, along with all documentation concerning the request, to the Professional Leave Committee for a recommendation. Failure to satisfactorily complete the project could result in faculty member having to refund the payment, or some portion thereof, to the College.

5) Total Leave to be Granted

Total professional leave and cost of replacement shall not exceed statutory requirements as set forth in law at the date of the adoption of this agreement, nor shall the total professional leaves granted for each year be less than three full time equivalent faculty per year, provided that there are sufficient applications that meet the minimum threshold requirement and are recommended by the Professional Leave Committee and approved by the CAO. Other than assuring that the total cost of leaves to be granted meets state statutory requirements, no leave will be denied solely for financial convenience.

6) Priority for G&E Leave

Faculty who have fifteen years of service since their last leave and have applied for growth and enrichment leave will be the first priority for leaves up to a total of three quarters of G&E leave. Seniority and length of time since one's last leave will be a consideration in prioritizing G&E leaves.

610.4 FULBRIGHT APPLICATIONS AND RELATED LEAVE

The Fulbright Scholar Program offers diverse opportunities for academics, administrators, and professionals to teach, research, and engage in professional projects abroad. All faculty members interested in applying for a Fulbright Scholar program must first complete a Highline Fulbright Support Application. Faculty who would want to receive paid leave from Highline if their Fulbright application is approved must apply as part of the regular Professional Leave process for the term(s) of their Fulbright application.

611 LEAVE OF ABSENCE (WITHOUT PAY)

A leave of absence without pay may be granted on a year to year basis not to exceed 2 consecutive years to a faculty member for personal and/or professional reasons. Determination of leaves of over one quarter in length are decided by the President of the College

Requests for leave of absence should be submitted to the appropriate Division Chair or equivalent and referred to the appropriate Vice President. A person maintains, but does not advance, position on the salary schedule while on leave.

Factors to consider when determining a request for leave of absence (not all inclusive):

- 1) reasons for leave

- 2) length of service to the College
- 3) instructional area of assignment
- 4) availability of suitable replacement
- 5) total number of faculty on leave
- 6) impact on Department

612 JURY DUTY LEAVE

For faculty members serving jury duty, full salary and benefits continue, and faculty member does not use leave while on jury duty. A faculty member may be granted a leave for witness duty when subpoenaed.

Leave of absence with pay will be granted to all employees for jury duty, to serve as a witness, or to exercise other required civil duties. Employees will be allowed to retain any compensation paid for such duties. Employees will inform their Coordinator when notified of a jury summons.

Both parties will collaborate to minimize the instructional impact, especially in cases of extended service.

613 PERSONAL LEAVE

Personal leave can be used for reasons of a personal nature. Three (3) personal leave days shall be granted to faculty members (tenured, tenured track, one-year - lecturer, part-time and affiliate faculty) by the first contracted day of fall quarter of each academic year.

Any faculty member that becomes employed after the first day of instruction in fall quarter shall be granted 1 day of personal leave for each remaining quarter in the same academic year. Faculty that become employed by the first day of instruction in Winter quarter shall be granted 2 personal leave days. Faculty that become employed by the first day of instruction in Spring quarter shall be granted 1 personal leave day.

613.1 REQUIREMENTS FOR USE OF PERSONAL LEAVE

- 1) Must be used in the same academic year it is granted; otherwise will expire on the last day of the same academic year. Personal days shall not carry over to summer quarter or from one academic year to the next.
- 2) Cannot be used immediately before or after any legal holiday granted by the state
- 3) Can only be taken in full-day increments and no more than 2 personal days shall be taken per quarter
- 4) When the need for leave is foreseeable, eligible faculty must give the College a minimum of 2 weeks notice by requesting personal leave in the ctcLink system. When the need for personal leave is NOT foreseeable, eligible faculty are expected to give the College as much notice as is reasonable and practicable.
- 5) Must ensure all appropriate measures have been taken to meet course outcomes without any additional cost to the College. Appropriate measures include completing the class coverage form process, but does not include obtaining class substitutes.

Personal leave is paid and is not part of the attendance incentive program.

614 SHARED LEAVE

Consistent with RCW 41.04, specifically RCW 41.01650 through 685, the shared leave program permits all employees who accrue sick leave to participate in the college's shared leave program. The shared leave provisions and guidelines for giving and receiving shared leave are available from the Office of Financial Management (OFM).

614.1 PURPOSES

- 1) The employee or family member for whom the employee provides care must be suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition
- 2) The employee has been called to service in the uniformed services, or is a survivor of domestic violence, sexual assault, stalking or cyberstalking
- 3) A state of emergency has been declared anywhere within the United States by the Federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and is volunteering with a governmental agency or a nonprofit organization to provide humanitarian relief in the devastated area

614.2 QUALIFICATIONS

- 1) The employee must have depleted, or will deplete in the near future, all but 40 hours of sick leave, causing the college to place the employee on leave without pay or terminate their employment
- 2) The employee must be a Highline College employee who accrues compensable sick leave, abide by the college's policy regarding use of sick leave, and is not currently receiving time loss compensation or other types of state disability payments
- 3) The employee must have submitted a medical certificate from a health care provider verifying the employee required absence, the description of the extra-ordinary medical condition and expected date of return. Or in the case of uniformed services, the employee must submit military orders. In the case of domestic violence, sexual assault, stalking or cyberstalking, the employee must submit documentation consistent with RCW 49.76.

614.3 PROCESS

- 1) Upon request for donation of shared leave, Human Resources (HR) reviews the request for eligibility and required medical documentation.
- 2) HR forwards the form to the president or their designee for approval/disapproval. Once approved, Human Resources notifies the employee. If not approved the employee will be informed in writing as to the reasons the request is not approved.
- 3) A request is then sent to campus (via email) informing them the employee has qualified for shared leave and requesting donations.

614.4 DONATIONS OF LEAVE

- 1) An employee willing to donate leave must submit a completed Shared Leave Donation Request Form with supervisor approval to the HR office
 - a. The donation of compensable sick leave may not cause the employee's sick leave balance to fall below 154 hours after the leave transfer
 - b. The value of the leave donated is converted to the current salary of the person receiving the leave.

- c. Unused shared leave is returned to the donor

615 ATTENDANCE INCENTIVE PROGRAM (ANNUAL SICK LEAVE BUY-OUT)

All regularly employed full-time and part-time faculty members are eligible to participate in an attendance incentive program, in accordance with the provisions of RCW 28B.50.553, which provides monetary compensation for accrued sick leave as follows:

In January of each year, and at no other time, an employee whose year-end sick leave balance exceeds 60 days may choose to convert sick leave days earned in the previous calendar year minus those used during the year to monetary compensation at the rate of 25%, based upon the employee's current salary. To the extent allowable by the state statute, employees may convert any or all of the eligible days. All converted days will be deducted from the employee's sick leave balance.

616 PROFESSIONAL DEVELOPMENT FUND

The College encourages and expects professional development from the faculty. To facilitate professional development, the College will budget each year an amount sufficient to allow each full-time faculty member \$1500 and each lecturer \$750 per year to be used in the pursuit of professional development.

616.1 POOLED FUNDING

Faculty members may request to pool funds to facilitate large projects. Pooled- fund projects must be approved by the respective Division Chair(s) and the CAO.

616.2 PART-TIME FACULTY

In addition, there will be a separate fund of at least \$20,000 set aside each year to fund professional development activities or projects by part-time faculty. These requests must be approved by the Division Chair and the CAO. Groups of part-time faculty may apply together.

616.3 PROCESS

To receive funding for professional development, an eligible faculty member must use the current form to submit a proposal to the Division Chair. The Division Chair will either approve the proposal, or indicate to the applicant reasons for denial.

At the first Instructional Cabinet meeting on or after March 1st of the academic year, the Division Chairs and the CAO will meet to discuss the distribution of the unused professional development funds. The CAO will have the final approval for distribution of these funds.

617 HCEA RELEASE TIME

One-third (5 credits) release will be granted per academic year to the HCEA for the purpose of representing Highline College faculty. No more than two-thirds of this may be taken in any one quarter and no more than one-third may be taken during fall quarter. The College shall provide an additional one-third release time for one negotiator, per quarter when active negotiations are taking place.

HCEA may request to purchase release time for faculty member(s), by paying part-time faculty replacement costs. The College and CAO shall consider factors, including but not limited to, the

availability of qualified replacements, the potential impact on the department and division, and the potential impact on the class offerings for students. Full advising, department and division responsibilities, and office hours must be maintained by the faculty member.

Release time is provided especially for on-campus affairs and shall not include participating in unauthorized lobbying activities as defined by the Public Disclosure Law or in organizational activities at campuses and locations other than Highline College.

The determination of who is to receive release time will be made by the Executive Board of the HCEA and approved by the College CAO

617.1 INTER-ASSOCIATION ACTIVITIES

Faculty members may attend state and national meetings of the recognized bargaining unit organization or its affiliates, without loss of salary, if they serve as officers or members of commissions or if they are the elected representative of the HCEA, provided their classes are covered (following normal procedures) and shall be limited to no more than one meeting per quarter, unless approved by the CAO. Neither travel nor expenses are paid by the College, but no deductions from pay or leave are made for time away from campus.

618 EARLY RETIREMENT INCENTIVE

The parties recognize that an early retirement incentive program can be a useful or a benefit for both faculty and/or the College. Accordingly, the College may offer retirement incentives to tenured faculty. Any such offer will be available to all tenured faculty members who meet the eligibility criteria.

Eligibility criteria and economic components of the retirement incentives program are subject to bargaining. Eligibility criteria includes but is not limited to age, years of service at the College, and any other similar factors. The economic components include but are not limited to leave payouts, insurance benefits, and other items of economic value. The decisions related to the programs, courses, and classes for which the retirement incentives will be offered are reserved solely to the College President or their delegate.

In the event more faculty request early retirement than available or the College is able to provide: seniority, as defined by total years of service as tenured faculty, will determine the order by which faculty will be granted early retirement.

Full-time faculty who taught at the College prior to taking a tenure track position will be allowed to count their prorated experience at the College when calculating years of full-time tenured service to the College.

All early retirement agreements must be written, agreed upon by the faculty member and the College and approved by the President of the College or their delegate. Conditions of the agreement require all parties are voluntarily entering into the agreement and aware of their rights and responsibilities as it pertains to tenured faculty. The contract shall specify eligibility for benefits, as appropriate. Should unanticipated circumstances arise, the faculty member and the College President may mutually agree, in writing, to modify the terms of the retirement agreement.

619 PHASED RETIREMENT

Phased retirement is also available and means a tenured faculty member may carry a reduced load at pro rata pay and responsibilities. Benefits will be maintained as provided by the Health Care Authority (HCA) rules. Faculty seeking to exercise this option must be at least 58 years of age at the time of the request and shall not exceed four years in duration. Each year up to three eligible faculty will be allowed to participate in Phased Retirement without special approval. If more than three eligible faculty request Phased Retirement in a single year, the CAO will determine which faculty will be approved for Phased Retirement. The CAO may approve more than three faculty for Phased Retirement.

Priority will be determined by age, years of service, and related factors.

620 RETIRED FACULTY TEACHING

Retired faculty will be given an opportunity to substitute for pay if temporary instructors are needed in the classes the retiree regularly taught. Retired faculty will be given an opportunity to teach on the part-time salary schedule within the limits of the Washington State Retirement System guidelines.

621 TEACHING AND LEARNING ENHANCEMENT AWARDS

Pursuant to RCW 28b.50.843, the interest proceeds of the endowment fund created by the Highline College Foundation and matched by the Washington Community and Technical College Exceptional Faculty Awards shall be distributed by the HCC Foundation yearly at such time that the interest exceeds \$5000 per year. The maximum award from the funds will not exceed \$3000. Additional funds from other sources may be added to the Teaching and Learning Enhancement Awards funds at the discretion of the CAO.

621.1 COMMITTEE

A committee consisting of the CAO and three faculty members from different Divisions will constitute the awards committee. The faculty members will be elected in three year staggered terms during fall quarter by the faculty at large. For the purpose of the initial selection, faculty will be elected to a one, two and three year term.

621.2 CRITERIA

Awards will be given to full or part time faculty members including one-year faculty, who submit proposals that would most clearly meet one or more of the following award purposes:

- 1) Promote excellence in teaching and learning
- 2) Enhance the educational environment of the College
- 3) Contribute to the advancement of the applicant's discipline
- 4) Lead to the development of innovative curriculum
- 5) Align with the mission, vision and values of the College

621.3 PERMITTED USES

As established in RCW 28B.50.841, the awards can be used for faculty development activities, in service training, temporary substitutes or replacement costs directly associated with the faculty development program, conferences, travel, publication and dissemination of exemplary

projects, supplement the salary of the holder of a faculty award or pay expenses associated with the holder's program area. Funds from this program shall not be used to supplant any existing faculty development funds.

621.4 APPLICATION PROCESS

Applications detailing how the submitted proposal meets the above awards criteria will be submitted to the CAO during the third week of Fall Quarter. The CAO will forward the proposals to the committee members. By the sixth week of Fall Quarter the Committee will announce the awards. The Committee is under no obligation to disperse all the funds available if it is decided there are insufficient meritorious proposals. Undispersed funds will roll over to the next application cycle. Should more funds be available than awarded in Fall quarter, the application process will be repeated in Spring Quarter following the same timeline.

622 ORIENTATION FOR NEW TENURE TRACK FACULTY

To allow participation in opening week activities, Human Resources will offer to meet with new tenure track faculty members prior to opening week to complete the new hire paperwork. The new hire paperwork includes, but is not limited to:

- 1) authorization to work in the U.S.
- 2) health and dental plans
- 3) retirement options
- 4) policy and procedures
- 5) other relevant information

Other meeting times will be provided for those new faculty members unable to meet with HR prior to opening week.

623 WORKERS COMPENSATION/LABOR AND INDUSTRY (L&I)

In the case of accidents that occur to employees during working hours and/or while carrying out professional responsibilities, the college agrees to maintain maximum allowable coverage under the current Worker's Compensation legislation.

All accidents shall be reported to the college by completing an incident report with the Public Safety Office.

Claims can only be filed by telling your health care provider that the accident occurred at work.

624 UNEMPLOYMENT BENEFITS

The college will provide, as approved by law, Washing State Unemployment Benefits.

625 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Employees may seek employee assistance for substance abuse, personal, financial, family and other issues through the College's Human Resources Department or the employee assistance department contracted by the college.

626 ACCOMMODATIONS

Contact HR to engage in the interactive process of determining if an accommodation is available.

700 PART-TIME FACULTY

701 PROFESSIONAL RECOGNITION

Part-time faculty are recognized as having professional rights and responsibilities in relation to their specific assignments at Highline College.

702 PART-TIME FACULTY SALARY SCHEDULE

The part-time faculty schedule defined in 205.3 excludes Extended Learning, Self-Support, or Contract courses.

703 PART-TIME FACULTY COURSE LOADS

- 1) In the first quarter of employment, part-time faculty appointments will be limited to no more than 10 credits or credit-equivalents. Any exceptions should be approved in advance, in writing, by the Division Chair and the CAO.
- 2) After the first quarter of employment, part-time faculty appointments of up to 15 credits or credit-equivalents per quarter may be made by the Department Coordinator.
- 3) With prior written notification and approval of the Division Chair and the CAO, Department Coordinators may assign part-time faculty 16 or more credits or credit-equivalents per quarter or more than 45 credits per academic year. When making such a request for more than one quarter, the Department Coordinator will submit an overall statement of program need and a plan for ensuring instructional quality to the Division Chair and CAO. These documents must be approved by the Division Chair and CAO and need to be reviewed and re-submitted at least every three years. The CAO reserves the right to establish additional criteria that part-time faculty must meet in order to be eligible for such appointments.
- 4) Except under extraordinary circumstances and with prior written approval of the Division Chair and CAO, part-time faculty appointments will not exceed 21 credits or credit equivalents per quarter.
- 5) Once registration for a given quarter begins, part-time faculty contracts may not be canceled for full-time faculty moonlights.

704 COLUMN ADVANCEMENT FOR PURPOSES OF RETENTION

Each academic quarter, part-time faculty on Column I and Column II will be notified by Human Resources that they may be eligible to advance to the next column.

The faculty member must request in writing to Human Resources by the third week of the quarter, a review of their qualifications for column advancement. The request email to HR must include a list of relevant quarters taught at Highline and any additional relevant industry experience earned after initial placement or since the last promotion. If a part-time faculty member, after a review by Human Resources, is eligible for a higher column placement, HR will make the appropriate adjustments for salary and column placement. Only one column advancement per academic year is permissible.

704.1 CONDITIONS FOR ADVANCEMENT

Faculty teaching on part-time contracts, including full-time faculty who are moonlighting, who are placed on Columns I or II on the part-time salary schedule may apply to advance to the next column after meeting the following conditions:

- 1) Taught at least 9 quarters on part time and/or full-time contracts at Highline College and taught at least five credits per quarter. All such credits must be from classes taught during or after Fall quarter, 2004. The faculty member must meet this condition again in order to receive a second promotion using this criteria.
- 2) The faculty member must have taught at Highline for at least three of the last six quarters (summers may be excluded from the six quarters, if not taught; they may be included if taught).

705 PLACEMENT OF FULL-TIME FACULTY ON THE PART-TIME FACULTY SALARY SCHEDULE

For purposes of determining salary for full-time faculty teaching moonlight classes, the following will apply:

- 1) Tenure/tenure track faculty will be placed on the part-time salary schedule using the criteria from 205.2 for regular part-time faculty.
- 2) As per section 704 full-time faculty are eligible to apply for advancement to the next column on the part-time salary schedule if they have taught at least 9 quarters at Highline College at a level of at least five credits per quarter. For a second advancement based on section 704, the faculty member must meet this condition again after the previous promotion. Faculty must request the promotion by applying to Human Resources.
- 3) Upon retirement or separation tenured faculty hired to teach part-time will be placed in the column corresponding to the highest step attained while a tenured faculty member.

706 AFFILIATE FACULTY

Affiliate faculty status is granted to part-time faculty in recognition of their service to Highline. All Department Coordinators should notify part-time faculty of the affiliate status opportunity and the requirements annually. Typically, initial appointment to affiliate status requires employment for a total of at least nine quarters of service at Highline. Part-time faculty will receive affiliate status with the recommendation of the Coordinator or Division Chair, as appropriate, and with the approval of the CAO.

706.1 AFFILIATE FACULTY PROCESS

A formal, non-evaluative process is required to attain affiliate status in all departments. (Instructors who have previously earned affiliate status, whether by appointment or by application, do not need to reapply under this new system and will retain their affiliate status).

The requirements for affiliate status are as follows:

- 1) a resume
- 2) a written statement about how your teaching practices support one or more aspects of Highline College's mission specific to your department (500 words maximum)

- 3) a list of classes taught at Highline within the past nine quarters
- 4) the most recent set of student evaluations for courses taught
- 5) a satisfactory evaluation within the past 3 years (or a satisfactory evaluation within the past 5 years for part-time faculty with 10 or more years at Highline)

If there are multiple part-time faculty interested in affiliate status in a department and limited affiliate positions available in a given year, the appointment of new affiliate positions will be awarded according to seniority. Seniority will be determined by the date of hire as a faculty member at Highline College.

Faculty with affiliate status will have the status renewed annually without reapplication, except for enrollment pattern changes or reasonable cause. Affiliates are also required to receive satisfactory written evaluations following the adjunct evaluation schedule as described in this contract. If an adjunct is denied affiliate status, they can appeal the decision to the CAO. Affiliates who temporarily leave Highline for up to one year (three consecutive quarters not counting summer) will get affiliate status reinstated upon return unless enrollment patterns/department needs have changed.

706.2 AFFILIATE FACULTY BENEFITS

Affiliate faculty will receive a 3 quarter (MQC) contract and an appointment letter detailing expected teaching load for the regular academic year, per quarter, usually issued by July 31st. The 3 quarter contract and the expected employment specified in the appointment letter to an affiliate faculty member is subject to availability of classes. The affiliate faculty member may be granted bumping rights for the equivalent of 10 credits per quarter over non-affiliate part-time faculty, assuming affiliates are qualified to teach those courses. Affiliate faculty will have priority in the choosing of class assignments based on seniority within the affiliate group with the appropriate qualifications. Seniority will be determined by the date of hire as a faculty member at Highline College. In addition, faculty can buy an annual parking pass. Affiliate faculty rights and responsibilities remain the same as other part-time faculty.

707 MULTIPLE QUARTER CONTRACTS

Multiple quarter contracts (MQC) may be offered to part-time faculty in those departments/areas where part-time employees are hired on a regular basis. During spring quarter, the Office of Instruction will prepare a list of part-time faculty who have worked for at least two of three quarters in the current academic year. This list will be shared with Department Coordinators. Coordinators may request two or three-quarter contracts (MQC) for part-time faculty in the following academic year when there is reasonable expectation that sufficient work will be available. A part-time faculty member qualified to work in those areas may be offered multiple quarter contracts for up to 3 quarters, excluding summer.

To be eligible for a multiple quarter contract, part-time faculty must meet the following criteria:

- 1) Have taught the course(s) (or similar courses) or worked in the appropriate area previously
- 2) Have worked at the college in the appropriate related capacity for at least 3 quarters
- 3) Have received satisfactory written evaluations by the department offering the multi-quarter contract

Part-time faculty who feel they meet these qualifications and have not been offered a multi-quarter contract may appeal to the CAO (or CSSO as appropriate).

707.1 MULTIPLE QUARTER CONTRACT CANCELLATION

An adjunct faculty member's multi-quarter contract may be canceled for any quarter if their services are not required (see section 208 Payment for Canceled Classes).

Examples of such situations may include, but are not limited to, the following:

- 1) There is insufficient enrollment in the class(es) they are contracted to teach.
- 2) The class(es) they are contracted to teach is (are) needed to make a full load (not moonlights) for a tenure track, tenured faculty member, lecturer, or for affiliate faculty with higher priority.
- 3) There is a reduction in force in the discipline during the period of their contract.

Cancellation of one, or more classes in a quarter is not cancellation of other quarters in the multi-quarter contract. Cancellation of the multi-quarter contract itself (all quarters) does not indicate termination of employment.

800 PERSONNEL POLICIES

801 SELECTION OF FACULTY

801.1 SELECTION OF FULL-TIME FACULTY

The College seeks to hire the most qualified educators available to fill approved vacancies for tenure-track faculty, consistent with the institution's commitment to affirmative action, equal opportunity, and campus diversity. Once the President has authorized the hiring of a tenure track faculty member, the appropriate appointing authority will ask the Division Chair (or equivalent) to consult with the faculty of the Instructional Department or student Services unit to prepare a written job description for the position. In addition, once the President has authorized the hiring of a tenure track faculty member, the appropriate appointing authority will ask the Division Chair (or equivalent) to inform part-time faculty currently employed in the department or Student Services unit of the anticipated hiring of a tenure track faculty member in that department or Student Services unit.

801.1.1 POSITION ADVERTISEMENTS

Once the job description has been approved by the appropriate appointing authority, the College will advertise the position through appropriate national, regional, and local sources.

801.1.2 SCREENING COMMITTEE COMPOSITION

After consultation with members of the department or division, the appropriate Division Chair (or equivalent) will inform the appointing authority of the members of the screening committee. While seeking to include racial and gender diversity, the initial committee will include, as a minimum:

- 1) the Division Chair (or equivalent);
- 2) the Department Coordinator (or nearest equivalent);
- 3) one division faculty member appointed by the division;
- 4) one faculty member appointed by the CAO; and
- 5) an administrative representative appointed by the CAO.

801.1.3 OPTION TO EXPAND COMMITTEE

After consultation with the members of the department, the screening committee or the administration may expand the committee to include additional faculty or staff. The final composition of the committee will include both needed expertise in the discipline, and gender and racial diversity.

801.1.4 SCREENING COMMITTEE FORMATION

The Division Chair will call the first meeting of the screening committee. The administrative representative and, if necessary, the Executive Director of Human Resources or designee will inform the committee of any legal requirements affecting the hiring process. The search committee will elect its own chair.

801.1.5 COMMUNICATION OF RECOMMENDATIONS

The chair of the screening committee will forward the committee's recommendation to the appointing authority. The committee will forward a list of all individuals it would be willing to hire, with preferences clearly indicated. If the list contains fewer than three individuals, the chair of the committee will discuss the committee's recommendations with the appointing authority.

801.1.6 OPTION TO REOPEN SEARCH

If the appointing authority is opposed to any or all of the recommendations of the committee, he/she will inform the committee and the President, giving reasons for the opposition. If there are no acceptable recommendations, the appointing authority may request the search be reopened.

801.2 SELECTION OF PART-TIME FACULTY

801.2.1 NON-CONFERENCE OF TENURE RIGHTS

Nothing herein shall be construed to confer tenure rights and privileges to adjunct faculty members.

801.2.2 HIRING PROCESS

- 1) The Department Coordinator will inform the appropriate Dean or Administrator of the need to hire adjunct faculty member(s), the proposed timeline, and the proposed process. The Department Coordinator and the appropriate Dean will determine the process for filling vacant positions, including those instances that arise due to unforeseen circumstances.
- 2) The hiring process usually involves a committee of at least two members, at least one of whom is a member of the department. The second member may be another faculty member or, at the request of the Department Coordinator, a Dean or appropriate administrator.
- 3) The committee will review pertinent applications and credentials, conduct interviews, and submit recommendation to CAO/CSSO or designee for final selections
- 4) In all instances, the CAO/CSSO or their designee will make the final decision on hiring.

801.2.3 PART-TIME FACULTY MEMBER JOB DESCRIPTIONS

A job description for the position shall be developed by the Department Coordinator and approved by the appropriate Dean, who shall submit it to the CAO and the Office of Human Resources.

801.2.4 RECRUITMENT

When part-time faculty positions are advertised, the Office of Human Resources will assist in developing a diverse pool of applicants reflecting the student body served by Highline College.

801.2.5 PART-TIME HIRES

- 1) Applicants who are hired as part-time faculty will be given a copy of the Negotiated Agreement and informed of the conditions of employment.
- 2) The Department Coordinator shall be copied/added to the Welcome Letter sent from Human Resources
- 3) The HCEA president will receive a list of all currently employed part-time faculty before the end of the third week of each quarter.
- 4) The College will include the HCEA adjunct representative in the Highline College onboarding email from HR for each new part-time faculty hired.

801.2.6 EMERGENCY HIRES

In unforeseen circumstances when there is an urgent and unmet need where time doesn't allow for the full process, a part-time faculty may be hired for one quarter without going through this full process. In this situation, the faculty may be observed twice during the quarter by the Department Coordinator (or faculty designee).

Assuming the need for the position extends beyond the one quarter, the part-time faculty hired through the emergency process will be retained for the second quarter (except for just cause) during which time the job shall be posted and a recruitment shall be conducted in a timely manner for the 3rd quarter from when the emergency hire was done. The emergency hire is encouraged to formally apply.

801.3 SELECTION OF LECTURER FACULTY

The College seeks to hire the most qualified educators available to fill approved vacancies for lecturers, consistent with the institution's commitment to affirmative action, equal opportunity, and a faculty that reflects the diversity of Highline College students. Once a lecturer position has been approved, the Department Coordinator will inform all part-time faculty currently employed in that department or Student Services unit of the anticipated hiring.

801.3.1 NON-CONFERENCE OF TENURE RIGHTS

Nothing herein shall be construed to confer tenure rights and privileges to lecturers.

801.3.2 HIRING PROCESS

- 1) Department Coordinators shall communicate with their Division Chairs about the potential need to hire new lecturer(s) for that department. These requests are typically discussed and prioritized by the CAO in collaboration with Instruction Cabinet as part of establishing an overall hiring plan for the following academic year. This planning cycle begins in Fall Quarter. Typically, new lecturer appointments for the following academic year are not approved until Winter Quarter.
- 2) Once a lecturer position has been approved, the Department Coordinator shall facilitate the development of a position description, and work with their Division Chair, Dean, and/or CAO or CSSO to develop a recruitment plan, and a timeline which will be approved by the CAO or the CSSO and submitted to the Office of Human Resources.

- 3) The hiring process involves a screening committee that resembles, as closely as possible, the structure of a hiring committee for a tenure-track position, including at least one administrator.
- 4) The committee will review pertinent applications and credentials, conduct interviews, and submit recommendation to CAO/CSSO for final selections
- 5) In all instances, the CAO/CSSO or their designee will make the final decision on hiring.

801.3.3 RECRUITMENT

When lecturer positions are advertised, the Office of Human Resources will assist in developing a diverse pool of applicants reflecting the student body served by Highline College.

801.3.4 LECTURER HIRES

- 1) Applicants who are hired as lecturers will be given a copy of the Negotiated Agreement and informed of the conditions of employment.
- 2) The Department Coordinator shall be copied/added to the Welcome Letter sent from the Office of Instruction.
- 3) The HCEA president will receive a list of all currently employed lecturers before the end of the third week of each quarter.

801.3.5 REAPPOINTMENT OF LECTURERS

Re-appointment of lecturers requires the recommendation of the Coordinator or Division Chair, based on satisfactory performance and an analysis of anticipated enrollment and staffing needs for the upcoming year, and the approval of the CAO. Requests for re-appointment are typically reviewed by Instruction Cabinet in late winter or early spring, contingent on enrollment and budget information for the coming academic year. Re-appointment to a temporary faculty position is not restricted to a limited period. However, these positions are not on a tenure track and not tenurable. Decisions to renew a temporary appointment are made annually.

Lecturer positions may not be renewed for more than three years without the approval of HCEA and the College.

802 SELECTION OF DIVISION CHAIRS

802.1 APPOINTMENT OF DIVISION CHAIRS

An appointment of a Division Chair shall be made by the President. The President shall seek advice, consultation, and recommendation by the CAO and by faculty of the division for which the appointment is to be made.

802.1.1 CANDIDATE ELIGIBILITY

The Division Chair will be selected from those who are full-time tenured faculty members in the division at the time of the announcement of the vacancy. A candidate must be acceptable to the President, CAO, and the majority vote of the full-time faculty (including one-year faculty) in the division. The term of the Division Chair shall be three years. Division Chairs may not serve more than three consecutive terms unless no one else is

willing to serve. If no one applies, or there is no acceptable candidate from the division, the President and the CAO will confer with the division to discuss possible solutions.

802.1.2 PERIODIC EVALUATION

The faculty of the division shall have the right to be involved in the periodic evaluation of a chair, and it shall have the right to petition the CAO for evaluation at other times. The appointment of a Division Chair may be revoked by the College President for just cause.

802.2 PROCEDURES LEADING TO THE APPOINTMENT OF DIVISION CHAIRS

The following steps are to be taken in sequence:

802.2.1 COMMUNICATION OF VACANCY

Vacancy in a Division Chair position will be declared by the President in written communication to the CAO, to the members of the division and to the Executive Director of Human Resources, and will include a timetable for the steps which follow.

802.2.2 JOB DESCRIPTION

Job descriptions will be compiled and updated by the CAO, who will, in the process, consult with the President, the members of the division, and, when appropriate, with the outgoing Division Chair, reviewing and discussing draft proposals with them.

802.2.3 APPLICATION PROCESS

Announcements and job descriptions of the position will be posted and distributed to the faculty of the division and to other College faculty who may request them, to the CAO, to the President, and to the Human Resources Executive Director. Applications will be filed with the Human Resources Executive Director and CAO. Applicants are encouraged to notify all members of the Division of their intent to run. The CAO will notify the members of the Division as applications are submitted. The HR Executive Director will notify the division and the CAO on the closing day of the notification period if there is only one applicant, and the closing date will be extended one day.

802.2.4 DETERMINATION OF REVIEW PROCESS

Within one week following the announced date of the closing of applications, the CAO will call the members of the division faculty together including, if possible, representation from the part-time faculty. After convening the meeting, the CAO, and identified applicants will depart. The division faculty will:

- 1) elect a presiding officer, if one of the applicants is the current chair; and
- 2) discuss and decide upon the manner by which its members will:
 - a. study the applications;
 - b. invite and conduct interviews;
 - c. decide upon its recommendations regarding the chair to be chosen.

802.2.5 COMMUNICATION OF APPLICATIONS

The Executive Director of Human Resources will make available to the President, to the CAO, and to those division members authorized by the division, all application materials.

802.2.6 APPOINTMENT OF DIVISION CHAIR

Following receipt of applications from within the College, the CAO will evaluate the applicants and will review the results of Division deliberations under 802.2.4. The CAO will also consult with the President prior to making a decision. When tentative indications are that a single person is acceptable to each of the three parties, the CAO will so inform the division faculty and the President. Following an exchange of memoranda of intent, the President will appoint that person.

802.2.7 APPOINTMENT RESOLUTION

If agreement is not reached as in 802.2.6, division faculty will recommend two or more persons for the position and transmit their recommendations in writing to the CAO. These recommendations may be in order of preference and accompanied by comment. The CAO will consult with the President regarding the division's recommendations. If one or more of the persons recommended by the division are acceptable to both the CAO and the President, then the one most acceptable to the President and the CAO will be appointed.

802.2.8 APPOINTMENT OF AN ACTING DIVISION CHAIR

If in 802.2.7 above, the division is not able to recommend two persons, or if neither of the two recommended by the division are acceptable to both the President and the CAO, the President will consult with the CAO and will appoint an acting Division Chair for one year only. If the President appoints an acting chair for one year only, the process above will be repeated not more than one calendar year later.

802.2.9 APPOINTMENT TIMELINE

If possible, the choice of chair should be completed well before the end of the spring quarter. The Division Chair's term will begin the Monday of Opening Week of the fall quarter following the election.

802.3 APPOINTMENT OF COORDINATORS

802.3.1 DURATION OF TERMS

The terms for Department Coordinators will be at most 3 years. Consecutive terms are allowable.

802.3.2 DEPARTMENTAL PROCESSES

The department will submit to the CAO for approval the departmental process of selecting the Coordinator. The department will review and renew this process regularly, no less frequently than every six years.

802.3.3 APPOINTMENT RESOLUTION

At the completion of the departmental selection process, the proposed Coordinator's name will be forwarded to the CAO for approval. If the CAO does not approve of the proposed Coordinator, the CAO will meet with the department to discuss further steps.

803 PROCEDURES FOR THE SELECTION OF VICE PRESIDENTS, ACADEMIC AFFAIRS DEANS

803.1 PROCEDURE FOR THE SELECTION OF THE CAO AND CSSO

803.1.1 SCREENING COMMITTEE POOL

When the position of CAO or CSSO becomes vacant, and the administration determines that it is to be filled, each division (faculty) will elect two members to a pool of potential members of a screening committee (hereafter called the committee). Should a division fail to name two members within five days of the second request, the President, or designee, may complete the ten member pool with other full-time College faculty members. For the purpose of these procedures, Division Chairs are eligible for election to this pool. The divisions are Arts and Humanities; Business; Health, Education and Physical Education; Pure and Applied Science; and Social Sciences.

803.1.2 SCREENING COMMITTEE SELECTION

From this pool of ten faculty members, the President will appoint five, of whom no more than two can be Division Chairs, to serve on the committee when filling the CAO position. When filling the CSSO position, the President will appoint one faculty member from Student Services and four from the pool of ten. Should circumstances prohibit the presidential appointments as described above, the President will make faculty appointments from the pool of ten as needed. The President will also appoint two administrators, or administrative representatives, to serve on the committee. The Executive Director of Human Resources will serve as a nonvoting ex-officio member of each committee.

803.1.3 DETERMINATION OF TIMELINE

The President, or designee, will develop a timetable for the process in consultation with the committee including the date of employment. If the timetable indicates that the process will (or does) extend beyond the end of spring quarter, any faculty committee member who cannot make a commitment to complete the total process will be replaced. That faculty member's division will elect a new member to the pool. The President will then select the committee replacement from the balance of the pool.

803.1.4 COMMITTEE PROCESSES

The committee will meet with the President, or designee, to discuss minimum and desirable qualifications for the position, selection and interview procedures. The committee, after considering the President's comments, will prepare written criteria and procedures which will be submitted to the President, or designee, for comment.

803.1.5 COMMUNICATION WITH APPLICANTS

The College will be responsible for preparing the job description including job qualifications which will be used in the recruitment and selection process. The Executive Director of Human Resources shall be responsible for all correspondence to the applicants.

803.1.6 INTERVIEW POOL

The committee will forward to the President a list of applicants to be considered for interview. After considering the number of applicants to be interviewed, the budget impact, and any other factors considered important, the President will return the list, along with comments, to the committee. Should the President find anyone on the list not acceptable, the name will be removed from further consideration. Should the number of candidates to be interviewed drop below what the committee believes to be a reasonable number, the committee and President will meet to discuss and resolve the apparent problem. If the problem is not resolved, the application process will be reopened.

803.1.7 COMMITTEE RECOMMENDATIONS

From the interviewed applicants, the committee will submit three or more names to the President of preferred applicants. As the committee deems appropriate, the applicants may be in rank order. The committee will also name two alternate applicants to be considered if any of the preferred applicants withdraw. Ranking of the two alternates is at the discretion of the committee.

803.1.8 APPOINTMENT

The President will appoint one of the preferred applicants to fill the vacant position.

803.1.9 COMMITTEE DISSOLUTION

At the conclusion of the selection process, the committee and the faculty divisional pool will be dissolved.

803.2 PROCEDURE FOR THE SELECTION OF THE ACADEMIC AFFAIRS DEANS

When it becomes necessary to hire a new staff Dean the CAO will consult with the Division Chairs and the Executive Board of HCEA as one of the first steps in determining a procedure for selection. It is the intent of this section to ensure that any selection process includes significant faculty participation.

804 SELECTION OF A COLLEGE PRESIDENT

When it becomes necessary to hire a new College President, the Board of Trustees will consult with the Executive Board of the HCEA as one of its first steps in determining a procedure for the selection of the College President. It is the intent of this section to ensure that any selection process include participation by the campus community, including faculty. Faculty participants in the selection process should be freely elected by the faculty in an election conducted by HCEA.

805 FACULTY GRIEVANCE

805.1 PURPOSE

Faculty employees should have clear and open channels wherein they can take action to bring their grievances to the attention of the College's administration. The President of the HCEA has the right to file a grievance on behalf of the HCEA if there has been an alleged violation of a specific section of this agreement. The purpose of the following procedures is to provide an orderly system for such actions.

805.2 DEFINITIONS AND ELIGIBILITY FOR FILING GRIEVANCE

Grievance: an alleged violation of a specific section of a policy or policies negotiated between the Board of Trustees and the HCEA or procedures which have not been negotiated but directly affect the working conditions of faculty employees, such as rules of faculty assignment.

Any faculty member, including Division Chairs, or the HCEA President in the event of an Association grievance, with the exception of those holding administrative appointments as defined by the Board of Trustees, can file a grievance. The grievance must address an alleged violation of a specific section of a policy or policies negotiated between the Board of Trustees and the HCEA or procedures that have not been negotiated but directly affect the working conditions of faculty employees.

805.3 PROCEDURES

Prior to filing a written grievance, a faculty employee who has a grievance regarding the implementation of a negotiated policy is encouraged to orally present such grievance to his/her Division Chair or appropriate supervisor in hopes that an acceptable solution may be found. Any decision to continue with the grievance procedure beyond this stage shall rest with the individual lodging the grievance or by an individual grievant who is part of a consolidated grievance.

805.3.1 STEP ONE

- 1) Within fifteen days after an alleged grievance or within fifteen days after the faculty employee, through the use of reasonable diligence, should have known of the alleged grievance, a faculty employee who wishes to commence the grievance procedure shall present his/her written statement to the appropriate administrator. The statement shall be specific as to the alleged violation, shall identify all provisions of negotiated policies alleged to be violated, shall list the facts of the particular case, and shall be signed by the aggrieved employee. Copies shall be mailed simultaneously to the CSSO, or the CAO, as appropriate, to the College President, and to the president of the HCEA.
- 2) Within 10 days after receiving the grievance, the appropriate administrator shall communicate his/her response or remedy and its rationale in writing to the grievant and the president of the HCEA.

805.3.2 STEP TWO

- 1) If the grievance is not satisfactorily resolved at Step one, the grievant, or the HCEA if requested by the employee, may appeal, within 10 days after receiving the response from Step one, to the CSSO or CAO as appropriate. Such appeal shall be in writing and shall state why the response or remedy at Step one is unsatisfactory.
- 2) Within 10 days after receiving the grievance, the CSSO or CAO shall communicate his/her response or remedy and its rationale in writing to the grievant and to the president of the HCEA.

805.3.3 STEP THREE

- 1) If the grievance is not satisfactorily resolved at Step two, the grievant or the HCEA on behalf of the grievant may, within 15 days after receiving this response, appeal to

the President. Such appeal shall be in writing and shall state why the response or remedy at Step two is unsatisfactory.

- 2) Within 15 days after receiving this appeal, the President shall hold hearing on the grievance to include the grievant, the HCEA president or representative, and those as appropriate.
- 3) Within 10 days after this hearing, the President shall send his/her written response to the grievant and to the President of HCEA. This response shall be considered the final position of the College.

805.3.4 STEP FOUR

If no satisfactory settlement is reached at Step three, the HCEA, within 10 days of the receipt of the Step three decision, may appeal the final decision of the employer to the Federal Mediation and Conciliation Service for arbitration under the voluntary rules.

The arbitrator shall hold a hearing within 20 days of their appointment. Seven days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decision within 20 days from the date final written briefs have been submitted or if waived by both parties, 20 days after the completion of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the employer, the HCEA and the affected employee(s). The fees and expenses of the arbitrator shall be equally shared by the HCEA and the College.

805.4 ADDITIONAL PROVISIONS

805.4.1 CLAIMS FOR BACK PAY

- 1) All grievances must be filed in writing within 10 days from the time the alleged violation was to have occurred, or within 10 days after the faculty employee through the use of reasonable diligence should have known of the alleged violation. The College shall not be required to pay back wages more than 10 days prior to the date a written grievance is filed.
- 2) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of back pay except compensation he received that could have been earned while fulfilling his/her normal contractual obligations with the College.
- 3) No decision in any one case shall require a retroactive wage adjustment in any other case.

805.4.2 TIME LIMITS

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Any grievance not advanced to the next step by the grievant within the time limit in that step, or if no time limit is specified within 10 days, shall be deemed resolved. All time limits within this grievance procedure may be extended in writing by mutual agreement between the parties.

805.4.3 MAILING

Wherever grievances, answers or appeals are required to be served upon the appropriate Vice President, the College President or the grievant, certified mail to the Vice President at his/her campus address, or to the President at his/her campus address, or to the grievant at his/her campus address shall meet all service requirements hereof, except that personal service, duly receipted, shall also be adequate service.

805.4.4 CONFERENCES

Hearings and conferences held under these procedures shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Such hearings shall be scheduled so as not to interfere with the programs and services of the College and no faculty employee shall suffer loss of salary when attending as requested. Unless otherwise requested by the faculty employee whose grievance is being reviewed and agreed by the College President, all hearings and conferences, including the arbitration hearings, if any, shall be closed.

805.4.5 RETROACTIVE SETTLEMENT

Adjustment, judgment or settlement awarded as a result of the application of the grievance procedure may be retroactive to the time of the filing of the grievance. Wage and salary settlements shall be retroactive subject to the limits set forth in 805.4.1.

805.4.6 RECORD AVAILABILITY

All data, records, and information necessary to the processing of a grievance shall be made available to the grievant and the grievant's counsel in a timely and expeditious manner. All documents, communications and records of the grievance shall be filed separately from the personnel file of the grievant. Subsequent to completion of the grievance, records will be available only to the chair of the HCEA grievance committee, the grievant and the President of the College. All other copies of records will be forwarded to the President within 30 days. These records shall be kept secure and confidential.

805.4.7 REPRISALS

No reprisals of any kind shall be taken against any faculty member or counsel for participating in any grievance.

805.4.8 WITHDRAWAL

A grievant may withdraw a grievance at any level by making a written statement to the College President. A copy shall be sent to the president of the HCEA.

805.4.9 APPEALS BY THE HCEA

The HCEA may appeal a grievance on behalf of an employee(s) provided that the employee(s) has (have) requested, in writing, the HCEA to represent the employee(s) and provided the employee(s) has (have) not withdrawn the grievance.

805.4.10 TENURE

Decisions regarding tenure, dismissal, or nonrenewal shall not be grievable but shall be considered under procedures set forth in Rules and Regulations for the Implementation of

Tenure as adopted by Community College District 9 and statutes RCW 28B.50.850 - 28B.50.869 of the State of Washington as now adopted or hereafter amended.

Process issues regarding tenure may be grievable. Any grievances regarding the process of tenure are excluded from the grievance process identified in Section 805 Faculty Grievance. These grievances will be submitted in writing to the College President, or designee, for consideration. The President will rule on the grievance before the decision of the Board of Trustees. These grievances cannot delay the Board of Trustees from making their decision in a timely manner.

805.4.11 MULTIPLE GRIEVANCE

If two or more faculty employees file the same or closely related grievances, the College may consolidate them into a single grievance to ensure equal treatment and efficient processing. The HCEA shall represent employees in a consolidated grievance and shall be considered the grievant, subject to the restrictions in 805.4.9 for the purposes of communications.

805.4.12 ASSOCIATION GRIEVANCE

Failure of HCEA to file an association grievance over an administrative policy or practice which affects faculty wages, hours, or working conditions is not to be construed as acceptance by HCEA of that policy or practice. In filing an association grievance, normal time limitations will apply.

805.5 JURISDICTION OF THE ARBITRATOR

805.5.1 LIMIT ON MODIFICATIONS OF NEGOTIATED AGREEMENTS

The arbitrator shall have no authority to render a decision or award which modifies, adds to, or subtracts from the provisions or conditions of any policy or policies negotiated between the Board of Trustees and the HCEA.

805.5.2 CONSOLIDATIONS

Upon request of either party, the merits of a grievance and the substantive and procedural issues subject to arbitration arising in connection with that grievance shall be consolidated for hearing before an arbitrator.

805.5.3 BASIS AND SCOPE OF DECISION

The arbitrator shall have authority to base the decision or award only on the evidence and matters presented by both parties in the presence of each other and the matters presented in the written briefs of the parties. The Arbitrator's powers shall be limited to deciding whether the College has violated the express articles or sections of a negotiated agreement.

805.6 APPEAL OF ARBITRATION

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

- 1) The arbitrator exceeded his/her jurisdiction or authority under this grievance policy.

2) The arbitrator's decision or award is based on error of law.

806 FACULTY DISCIPLINARY ACTION

806.1 DEFINITION

Disciplinary action is any action by the College intended to impose on a faculty member, against his/her will, any condition, restriction or penalty which is not imposed on the faculty as a whole. Disciplinary action includes formal reprimands or denial of rights available under this agreement.

806.2 JUST CAUSE

No faculty member shall be disciplined without just cause.

806.3 NOTIFICATION

Prior to formal reprimand or other disciplinary action and prior to any meeting where the faculty member is to be notified of such reprimand or disciplinary action, the cause shall be reduced to writing and made available to the faculty member. The written notification shall include a clear description of the complaint.

806.4 RIGHT TO A REPRESENTATIVE

A faculty member shall have the right to a representative of his/her choice at any meeting where the faculty member has any reason to believe that disciplinary action will be taken as a result of information gathered at that meeting. The right to representation includes the right of the representative to participate in the meeting by advising the faculty member and seeking clarifications by responding to or asking questions. When in a meeting with any administrator, a faculty member believes it is necessary to have a representative present, the faculty member may recess the meeting in order to obtain a representative.

The faculty member will inform the administrator if he/she intends to have a representative present and if that representative is an attorney.

Both the College and the Association agree to conduct these investigative and disciplinary meetings in a manner consistent with the five principles enunciated in *N.L.R.B. vs. J. Weingarten, Inc.* and in a professional decorum consistent with the College's and HCEA's traditional high regard for personal rights and integrity. The representatives are present to advise their respective employees and may clarify issues as well as suggest other employees who may have information that could contribute to resolution of the problem, as set forth in *Weingarten*. This limitation on representation would not apply in a formal disciplinary or administrative hearing or administrative hearing under the RCW.

806.5 NULLIFICATION

If an administrator uses information expressly forbidden by this contract to establish the cause of a disciplinary action, the entire action will be null and void.

807 ADDRESSING COMPLAINTS AGAINST FACULTY MEMBERS

An attempt should be made to resolve all complaints in an informal manner. The interests of all are best served when complaints are resolved at the lowest possible level of the administrative structure. Any employee of the College receiving a complaint concerning a faculty member shall

encourage the student to discuss the situation with the faculty member involved before meeting with anyone else. In the case of a student not wishing to discuss the matter with the faculty, employees should direct the student to the appropriate Division Chair or Office of Academic Affairs (who will help refer the student to the appropriate Division Chair). Complaints against faculty members, even when arising out of student conduct remain the purview of academic affairs as noted in the HCEA contract.

Reports will be evaluated in order to determine the appropriate institutional response. Excluded from this process are those complaints for which other specific remedies are provided such as Title IX, faculty against faculty, and administration against faculty, or non-academic complaints. Reports indicating concern for discrimination or harassment will be immediately referred to the Title IX Officer. If the person has already discussed the matter with the faculty member or refuses to do so, and desires to pursue the complaint, the person will be directed to meet with the Division Chair. Complaints must be initiated within 120 calendar days of the end of the quarter in which the precipitating incident(s) occurred.

807.1 INFORMAL PROCESS

Upon hearing the complaint, the Chair should attempt to facilitate resolution by encouraging further discussions between the student and the faculty member. During this informal process, the Chair may decide to meet with both parties separately or together, and collect and review course information as necessary to move towards a resolution, such as syllabi, information in Canvas, etc. If attempts at an informal resolution fail, the following steps must occur.

807.2 FORMAL PROCESS

- 1) The student must create a written version of the complaint, including the steps they have taken to try and resolve the concern, and deliver this to the Division Chair.
- 2) The Chair will promptly forward a copy of these materials to the faculty member. In addition, the Chair will document the formal complaint in a shared drive and notify the CAO. If the faculty member is an adjunct, the Chair will also notify the appropriate Coordinator.
- 3) At this point, the student, the Division Chair, and/or the faculty member may request that a different Division Chair conduct further review. The re-assignment of the new Chair will be facilitated by the CAO, or designee.
- 4) After receiving the materials from the Division Chair, the faculty member may choose to send the chair a written response to the complaint.
- 5) After reviewing the complaint with the parties involved, the Chair will provide, in a timely manner, a written response to the student and faculty member which includes the Chair's resolution to the complaint.
- 6) The Chair will document the resolution in the shared drive and notify the CAO, and Coordinator when necessary.
- 7) Failure of the faculty member to comply with the resolution will be considered the same complaint and will be appealed to the Chair. At this point, the Chair has the option of either continuing to facilitate the resolution or to refer it to the CAO.

807.3 REFERRAL TO CAO

If the student wishes to pursue the matter, the student will be directed to provide a narrative appeal specifying the reason(s) why to the CAO (or designee).

807.4 CAO RESPONSE

Upon reviewing the complaint, the CAO (or designee) will provide an opportunity for the faculty member and the student to submit additional materials related to the written complaint. The CAO (or designee) may consider other related complaints in reaching a resolution. Prior to receiving a formal written response from the CAO, the faculty member will have the opportunity to review all written materials that have been considered in resolving the complaint(s). Copies of the CAO's (or designee) resolution will be sent to the student and the faculty member.

807.5 FURTHER CONSULTATION WITH CAO

The faculty member can ask for further consultation with the CAO (or designee) regarding the decision. The faculty member and the CAO (or designee) have the right of representation in any meeting.

807.6 FACULTY RIGHT TO PURSUE GRIEVANCE

If, after these events have transpired, the faculty member disagrees with the recommended solution, the faculty member may seek appropriate resolution through the formal grievance procedure.

807.7 CONDITIONS FOR DISCIPLINARY ACTION

No disciplinary action may be taken against any faculty member as a result of any complaint unless there has been compliance with the above procedures.

808 FACULTY PROTECTION

The College agrees to protect faculty members against actions, claims and proceedings arising out of their employment as provided in RCW 28B.10.842 as now adopted or hereafter amended.

808.1 ON-CAMPUS DEFENSE

The College shall provide on-campus defense of faculty from acts of students and others intended to harm or harass the faculty member. Such defenses may include escort services, removal of the student from class pending disciplinary action, and assistance obtaining an anti-harassment protection order pursuant RCW 10.14.

809 MAINTENANCE OF CLASSROOM LEARNING ENVIRONMENT

Faculty have the right to maintain a classroom environment conducive to learning. Students who are disruptive to the point where they interfere with the learning of the other students will first be asked to be considerate, and if they fail to do that, will be asked to leave (see Highline College Student Conduct Code, WAC 1321-126). When, in the opinion of the faculty member, Division Chair and CAO, such behavior poses a serious threat, the student may be removed from class pending the outcome of disciplinary action. Campus Safety personnel are available to faculty when dealing with students who pose a serious threat.

810 PERSONNEL FILES

The official personnel file for each faculty member shall be maintained in the Human Resources Department. It is understood that such files will be confidential. Other than for normal administrative use or accreditation/regulatory requirements or to satisfy legal requirements, only

the affected faculty member or a person designated in writing by the faculty member shall have access to a faculty personnel file.

810.1 COPIES OF DEROGATORY MATERIALS

Faculty members shall receive a copy of any derogatory materials placed in their personnel files. Should the Human Resources Office receive any derogatory materials that do not indicate to the faculty member that a copy was being sent to the Human Resources Department or the Executive Director of Human Resources, the Human Resources Department will notify the faculty member and the originator of the material in writing and provide the faculty member with a copy of the derogatory materials. Should such notification not be provided within ten days after receipt, materials shall not be placed in the personnel files nor allowed as evidence in any action taken against the faculty member.

810.2 MATERIALS INCLUSION TIMELINE

Information to be placed in the personnel file and forming the basis for any warning, reprimand, discipline, or adverse effect shall be forwarded to the Human Resources Department within six calendar months from the occurrence of events or matters noted, except for matters which have come before the PR&R Committee. PR&R Committee records which are to be included in the personnel file shall be forwarded to the Human Resources Department within six calendar months from the time PR&R recommendations are made to the CAO or other administrators of the College.

810.3 DOCUMENT SCOPE

Tenure review records shall not be included in the official personnel file, but shall be maintained separately. Documents which have been placed in the official personnel file as prescribed herein may be used as evidence in any disciplinary action against a faculty member.

810.4 COPIES UPON REQUEST

Upon request, the Human Resources Executive Director will provide faculty members a copy of the documents contained within their official personnel file.

810.5 OPTIONAL FACULTY STATEMENTS

Should faculty members consider any documents within their official personnel file to be derogatory, they shall have the right to attach their comments to the document in question.

810.6 FILE CONTENTS

Derogatory material more than two years old cannot be used to initiate disciplinary action but it can support subsequent information. If disciplinary action is initiated, all derogatory materials shall remain in the personnel file up to two years following the completion of the disciplinary action. Derogatory materials shown not to be valid or based on fact will be removed immediately. Other derogatory material may be removed from the file at the end of two years upon request of the faculty member. The presence of supposed derogatory material in a faculty member's file does not necessarily establish its validity.

811 SALARY PAYMENT

811.1 MODE OF PAYMENT

Faculty members have the option of receiving their basic contracted annual salary as a balloon payment in June (Annual salary is divided into 24 semi-monthly payments with 5 semi-monthly payments paid on the June 10th payroll), or have the annual salary divided by 19 semi-monthly payments. Should an option not be indicated on the form provided, and returned to the Human Resources Department before September 15 of each year, the 12-month option with balloon payment will be applied. Faculty members who wish to have their pay checks deposited in their banks by direct electronic transfer may secure forms from the Human Resources Department for that purpose. Additional options that may become available through the Payroll-Personnel System will be offered to faculty members.

811.2 PAYMENT WHEN TERMINATING

Should an individual's agreement be terminated by mutual consent during the school term, the faculty member shall receive a total salary which shall be in proportion to the number of days worked as compared with the total number of faculty work days in the academic year.

811.3 DEADLINE FOR ADJUSTMENTS

No adjustments will be made in salary schedule placement after the second payroll accumulation (October 15) of each academic year, except to correct errors made by the College, to account for column advancements, or to complete appeals of initial placement.

812 PAYROLL DEDUCTIONS

812.1 DEDUCTIONS FROM SALARY PAYMENTS

Deductions from paychecks, such as FICA and other payroll taxes, are made as required by statute. Other deductions may be made upon written request(s) of the Payroll Office by individual faculty members. Normally these deductions are identified on the on-line earnings statements. Questions about these deductions should be directed to the Payroll Office and/or Human Resources Office.

812.2 RIGHT TO PAYROLL DEDUCTION FOR HCEA MEMBERSHIP

Consistent with applicable laws, the HCEA shall have the right to payroll deduction of membership dues and representation fees, including contribution to political action committees, for faculty, and such dues and representation fee shall be remitted by the College.

812.3 DUES, DEDUCTIONS AND REPRESENTATION FEES

At the beginning of each academic year, HCEA shall give written notice to the Human Resources Department of the dollar amount of the HCEA unified dues (including HCEA, Uniserv, WEA, and NEA dues) and assessments that are to be deducted for the academic year. Individual dues shall not be subject to change during the academic year.

- 1) The College shall deduct the full amount of HCEA unified dues from the academic year salary of every tenured or tenure-track faculty member, as authorized by RCW 28B52.045(2). Normally such deductions will be prorated over 18 bimonthly salary payments, from October 10 to June 25.

- 2) Deduction of Association unified dues shall be made only upon the filing of the appropriate forms with the Human Resources Department.
- 3) The College shall remit monthly to the HCEA or their authorized representative all monies deducted from the faculty salaries as authorized.
- 4) Should a dispute arise between a faculty member and the HCEA or its affiliates with regard to the amount of dues or the uses of monies derived by dues deductions or other funds, the College shall be held harmless from any and all liabilities arising out of these disputes.

812.4 OVERPAYMENT OF DUES

The HCEA agrees to reimburse any faculty member from whose pay sums of money were deducted in excess of the total amount due the HCEA at that time, provided the HCEA actually received the excessive amount.

812.5 OTHER DEDUCTIONS

Consistent with applicable laws, the College shall, upon receipt of authorization from a faculty member, deduct from the member's salary and make appropriate remittance for insurance plans, tax-shelters as provided by the IRS code, credit union, and charitable donations, including the College endowment fund and/or foundation. Other programs may be added as jointly approved by the HCEA and the College.

813 NON-FRATERNIZATION

Highline College is committed to providing an environment conducive to individual development and learning. Highline College and HCEA recognize that a sexual or emotionally intimate relationship between faculty and students, or between faculty and those whom they supervise, may pose legal risks to the faculty, student, third parties and the college. Accordingly, faculty are prohibited from entering into a sexual or emotionally intimate relationship with anyone with whom they have a current supervisory or faculty/student relationship. See Appendix D.

900 OTHER PROVISIONS

901 AREA OF SHARED DECISION MAKING

901.1 GRADING POLICIES AND DEGREE REQUIREMENTS

Any change in grading policy or degree requirements will be considered only after a recommendation from the Faculty Senate and such change will follow the College policy on policies.

901.2 INITIATING CHANGES

Curricula, grading policy, delivery method and degree requirement changes can be initiated by a faculty member, a department, or an administrator. Any change in curricula will be made only after affected instructional unit(s) has(have) an opportunity to review and modify the proposed change(s).

901.3 FACULTY SENATE PURVIEW

The opinion of the Faculty Senate should be paramount on grading policy and degree requirement changes. Any changes in grading policy and degree requirements will be recommended to the Board of Trustees only after following the policy on policies, and should the President choose to recommend grading policy or degree requirements inconsistent with those of the Faculty Senate, the President will meet and confer with the Senate prior to doing so. Final review and decision shall follow the normal decision-making process which may include the Board of Trustees.

901.4 COMMUNICATION OF POLICIES

For new policies or policy changes which significantly affect faculty and are subject to the conditions of the Policy on Policies, the administration will establish and maintain a web page which will indicate the status of any such proposed policy or proposed change, including those campus groups which have reviewed the policy or change and their response, and those relevant campus groups which have yet to respond.

902 COPYRIGHT POLICY

902.1 BACKGROUND

The College encourages the publication of scholarly works as an inherent part of its educational mission. In this connection, the College acknowledges the right of faculty, staff and students to prepare and publish, through individual initiative, articles, pamphlets, and books, software, or devices that are copyrightable, trademarkable or patentable by their creator (or their publishers) and that may generate royalty income for the authors. The variety and number of copyrightable or patentable materials that may be created in the college community have increased significantly in recent years as have the author-college-sponsor relationships under which such materials are produced. Therefore, the following statement of College policy on ownership and use of copyrightable or patentable materials is provided to clarify the respective rights of individuals and the College in this increasingly important area.

902.2 GENERAL STATEMENT OF COLLEGE POLICY ON OWNERSHIP AND USE OF COPYRIGHTABLE MATERIALS

The faculty member's right to copyrightable or patentable materials is subject to the following exceptions and conditions:

- 1) Grant and Contract Limitations
Conditions regarding rights in data or restrictions on copyright or patent privileges contained in sponsored grants, contracts, or other awards are binding on the College and on faculty, staff, or student authors.
- 2) Faculty Owned Materials
Faculty owned materials shall be considered to be owned and subject to copyright or patents by a faculty member when the materials have been solely produced on his/her time; College facilities and resources have not been used; and, the materials produced are not part of his/her College employment.
- 3) Written Agreements
If a faculty member uses College facilities to produce materials which are or may be copyrightable or patentable the College will be deemed to be the author unless a written agreement is reached before work begins which states the ownership rights of the College and of the participants. It is the responsibility of the faculty member to obtain any such agreement.

902.3 TYPES OF MATERIALS

The types of materials to which this policy is intended to apply include all works to which copyright or patent rights may attach including but not limited to:

- 1) video and audio recordings, tapes and cassettes;
- 2) film, film strips and other visual aids;
- 3) books, texts, study guides and similar published materials;
- 4) computer programs;
- 5) musical or dramatic compositions.

902.4 OBTAINING COPYRIGHTS, PATENTS, OR TRADEMARKS

It shall be the obligation of the faculty member to act to protect their rights relative to this property under the law. Nothing set forth in this document shifts this obligation from the faculty member to either the College or the Association.

902.5 SELLING MATERIALS TO HIGHLINE COLLEGE STUDENTS

Under no condition will faculty members sell educational supplies or materials directly to their students.

903 SAFETY

The College agrees to make reasonable efforts to maintain safe working conditions and a clean and quiet environment. Faculty members are encouraged to report immediately any apparent unsafe working conditions to the appropriate administrator or to the Campus Safety Officer. The College Safety Committee shall contain at least two faculty members.

904 REQUIRED HEALTH TESTS

The College shall pay for all physical examinations, health tests and inoculations required by the College as a condition of employment.

905 AGREEMENT STATUS

During negotiations for this Agreement, both the College and the Association had ample opportunities to offer proposals with respect to any matter thought to be a proper subject for bargaining. The agreements reached through these efforts are set forth in this document. The College and the Association each agree not to request negotiations of the other party with respect to any subject or matter agreed on during these negotiations unless mutually agreed to do so or it is covered by a re-opener clause elsewhere in this agreement. Matters not dealt with during negotiations that affect faculty wages, hours, or have significant impact on working conditions are to be negotiated prior to the College administration implementing changes. If the College administration is considering a change, the HCEA will be notified through the normal policy-making procedures. If requested by the HCEA President within 30 calendar days and the proposed change meets the definition above, the College agrees to meet and negotiate the policy change with the HCEA. Nothing in this provision prohibits the College and Association from mutually agreeing to open negotiations on any topic.

905.1 GRIEVANCE SCOPE

In all grievance resolutions, the College and the Association recognize that matters not set forth in this agreement remain within the College's rights to be administered in accordance with policies and procedures determined by the College unless they adversely affect faculty wages or hours, or have significant impact on working conditions, in which case they will be negotiated with HCEA.

905.2 CONFLICTS WITH THIS AGREEMENT

Where there is a conflict between this agreement and any resolution, rule, policy, or regulation of the College, this agreement shall prevail.

906 SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any faculty member, or group of faculty, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

907 CALENDAR

The calendar shall serve the educational needs of the students and provide for effective use of College personnel. It shall provide for necessary orientation for new faculty, a preparation period for all faculty, and appropriate activities for faculty improvement and other official College activities requiring faculty participation.

907.1 STANDARD CALENDAR

The standard college calendar is described below. Alternative calendars may be arranged for individual faculty or groups of faculty, with the mutual agreement of the faculty involved and the

appropriate administrators. The duration and terms of any such alternative calendar must be in writing and must be consistent with the number of contractual days listed below. A copy of the agreement is to be forwarded to the HCEA President.

907.2 CONTRACT DAYS

It shall be the policy of Highline College to contract with faculty for a college year extending from a date not earlier than September 9 to a date not later than June 16. The College calendar shall include instructional and testing days numbering at least 161 but not more than 167. Other faculty days shall number eight or nine, three of which shall follow the testing periods. Further, the calendar shall provide for official state holidays. There will be a break of at least two weeks following fall quarter and one week following winter quarter.

907.3 CALENDAR DEVELOPMENT

By November 1, the CAO shall propose a calendar for the following year after consulting with the executive board of the HCEA. If requested, the College and the HCEA will meet and negotiate the calendar. It is the intent to reach agreement on the calendar by the end of fall quarter.

907.4 ORIENTATION, PREPARATION AND PROFESSIONAL DAYS

For calendars prepared during the term of this Agreement the following shall apply:

- 1) There will be a total of 170 faculty work days per year.
- 2) There will be four days for orientation, preparation, and professional development scheduled no earlier than five working days prior to the first day of fall quarter classes. The schedule of events for these four days will be developed by the CAO in consultation with the HCEA Executive Board, the office or committee charged with faculty professional development and the President's staff.
- 3) There will be one or two additional professional day(s) scheduled for faculty professional work, the date(s) to be determined by the HCEA and the College administration, the activities of which will be planned by the office or committee charged with faculty professional development in consultation with the HCEA Executive Board, with approval by the CAO. Divisions, departments and individual faculty may submit to the CAO for approval alternative plans for a professional day. Alternative plans must be submitted at least seven (7) calendar days before the scheduled professional day.

908 NONDISCRIMINATION

Neither the College nor the Association shall discriminate against any employee on the basis of race, color, religion, national origin, age, sex, disability, sexual orientation, and/or veteran's status. Employees may use either the grievance procedure or appropriate regulatory procedures to resolve disputes concerning discrimination, but not both.

909 DISTRIBUTION AGREEMENT

Within 30 days following ratification and signing of this agreement the College shall post an updated electronic version of the agreement on the College web site. Subsequent updates will also be posted within 30 days of any negotiated changes taking effect. The style and format shall be mutually determined by the College and the HCEA prior to posting. Printed copies will be provided by the College upon request. All faculty members new to the College shall be

directed to the web site location of the agreement by the administration upon issuance of their initial full-time contract. This agreement shall be available to all applicants for faculty positions upon request.

910 REOPENING NEGOTIATIONS

It is agreed that if the Legislature and/or the State Board for Community and Technical Colleges appropriates additional salary funds that can be applied to the present contract, negotiations will be reopened, upon written request by the President of the HCEA, to determine how these funds will be applied.

910.1 REOPENING AS PROVIDED

It is further agreed to reopen negotiations and/or discussions as described in earlier sections of this document.

910.2 REOPENING WITH MUTUAL CONSENT

It is agreed this contract may be reopened, by mutual consent of the HCEA and the Administration, for further negotiations.

911 AGREEMENT DURATION

This agreement shall be in effect from September 1, 2022, through August 31, 2025. The parties agree to reopen this agreement to commence bargaining on a new agreement within a reasonable time prior to the expiration date.

911.1 LIMITED BARGAINING IN RESPONSE TO LEGISLATIVE ACTION

Any provisions of these agreements pertaining to salary increases will not be binding upon future actions of the Legislature. If any provision of a salary increase is changed by subsequent modification of the appropriations act by the Legislature, both parties shall immediately enter into collective bargaining for the sole purpose of arriving at a mutually agreed upon replacement for the modified provision.

Appendix A - Academic Calendars

	Official 2022-23	Official 2023-24	Proposed 2024-25
Summer			
Classes begin	June 27, 2022	June 26, 2023	June 24, 2024
Independence Day Holiday	July 4, 2022	July 4, 2023	July 4, 2024
End of eight-week session	August 18, 2022	August 17, 2023	August 15, 2024
End of ten-week session	September 1, 2022	August 31, 2023	August 29, 2024
Fall			
Faculty orientation	September 20-23, 2022	September 19-22, 2023	September 17-20, 2024
Classes begin	September 26, 2022	September 25, 2023	September 23, 2024
Last day to withdraw without "W" on transcript	October 7, 2022	October 6, 2023	October 4, 2024
Professional development day (no classes)	October 21, 2022	October 20, 2023	October 18, 2024
Veterans' Day Holiday	November 11, 2021	November 10, 2023	November 11, 2024
Thanksgiving Day Holiday*	November 24-25, 2022	November 23-24, 2023	November 28-29, 2024
Last day to withdraw officially	November 18, 2022	November 17, 2023	November 15, 2024
Last day of classroom instruction	December 12, 2022	December 11, 2023	December 9, 2024
Final exams	December 13-16, 2022	December 12-15, 2023	December 10-13, 2024
Faculty workshop	December 19, 2022	December 18, 2023	December 16, 2024
<i>*Classes scheduled to begin at 5:00PM or later will not meet on the Wednesday before Thanksgiving.</i>			
Winter			
Classes begin	January 9, 2023	January 8, 2024	January 6, 2025
Martin Luther King's Birthday Holiday	January 16, 2023	January 15, 2024	January 20, 2025
Last day to withdraw without "W" on transcript	January 23, 2023	January 29, 2024	January 17, 2025
President's Day Holiday	February 20, 2023	February 19, 2024	February 17, 2025
Last day to withdraw officially	March 3, 2023	March 1, 2024	February 28, 2025
Last day of classroom instruction	March 20, 2023	March 18, 2024	March 17, 2025
Final exams	March 21-24, 2023	March 19-22, 2024	March 18-21, 2025
Faculty workshop	March 27, 2023	March 25, 2024	March 24, 2025
Spring			
Classes begin	April 3, 2023	April 1, 2024	March 31, 2025
Last day to withdraw without "W" on transcript	April 14, 2023	April 12, 2024	April 11, 2025
Professional development Day (no classes)	May 5, 2023	May 3, 2024	May 2, 2025
Memorial Day Holiday	May 29, 2023	May 27, 2024	May 26, 2025
Last day to withdraw officially	May 26, 2023	May 24, 2024	May 23, 2025
Last day of classroom instruction	June 9, 2023	June 7, 2024	June 6, 2025
Final exams	June 12-15, 2023	June 10-13, 2024	June 9-12, 2025
Commencement	June 15, 2023	June 13, 2024	June 12, 2025
Faculty workshop	June 16, 2023	June 14, 2024	June 13, 2025
Faculty days	8	8	8
Instructional days	<u>161</u>	<u>161</u>	<u>161</u>
Total	<u>170</u>	<u>170</u>	<u>170</u>

Appendix B - Weighted Student Enrollment Formulas for Section 501.4 RIF Calculation

I. For sections where the 70% enrollment level is the appropriate utilization threshold.

To determine the surplus or deficit for a discipline's classes in the 70% category, take the total credit- and FTE-weighted enrollment in these classes, and subtract from this 70% times the credit-weighted capacity of sections:

$$\sum_{all\ sections} \left(\begin{array}{c} enrollment \\ in\ each\ section \end{array} \right) \left(\begin{array}{c} credits \\ per\ section \end{array} \right) - (0.70) \sum_{all\ sections} \left(\begin{array}{c} cap.\ per \\ section \end{array} \right) \left(\begin{array}{c} credits \\ per\ section \end{array} \right)$$

= net surplus (or deficit) (weighted) enrollment for these sections.

II. Sections for which the threshold is 22 instead of 70%.

This will apply for any class with capacity greater than 32 students, since "the lower of 22 or 70% of capacity" will be 22.

To determine the surplus or deficit for a discipline's classes in the 22-student category, take the total credit- and FTE-weighted enrollment in these classes, and subtract from this 70% times the credit-weighted capacity of sections:

$$\sum_{all\ sections} \left(\begin{array}{c} enrollment \\ in\ each\ section \end{array} \right) \left(\begin{array}{c} credits \\ per\ section \end{array} \right) - (22) \sum_{all\ sections} \left(\begin{array}{c} cap.\ per \\ section \end{array} \right) \left(\begin{array}{c} credits \\ per\ section \end{array} \right)$$

= net surplus (or deficit) (weighted) enrollment for these sections.

III. For disciplines with a mix of classes with a 70% threshold and classes with a 22 count threshold.

Calculate the net surplus or deficit of weighted enrollments for each type of threshold class as in I and II above, and add the results to get the net surplus or deficit (weighted) enrollment for the discipline.

Appendix C - 2022-23 INSTRUCTIONAL PERSONNEL Authorized Faculty & Exempt Positions

green = new hires

<u>Arts & Humanities</u>		<u>Business</u>		<u>Health & Education</u>		<u>Pure & Applied Science</u>		<u>Social Science</u>						
1	Avantaggio	PHIL	1	Alkhalili	BTECH	1	Brigham	PE	1	Adams	Math	1	Avella-Castro	Soc
2	Bernhagen	ENGL	2	Barkov	ACCTG	2	Carpenter	Nurs	2	Baer	Phys Sci	2	Balkenende	Hist
3	Bremen	CMST	3	Cacho	HEAL	3	Couch	Nurs	3	Bjorge	Chem	3	Baugher	Psych
4	Gawronski	Art	4	Cartwright	ACCTG	4	Dunn	PE	4	Burn	Math	4	Brice	Soc
5	Green	ENGL	5	Chakour	BUSN	5	Durano	Nurs	5	Cramer	Engin	5	Brown	ABE/ESL
6	Heckler	Honors	6	Chun	BTECH	6	Elwin	Educ	6	Dhanji	Phys Sci	6	Capestany	Hum Svc
7	Hillman	ENGL	7	Cicero	BUSN	7	Goglia	RC	7	Fardad	Math	7	Cho	Psych
8	Hilton	Int Design	8	Copeland	BUSN	8	Kado	RC	8	Gan	LOGS	8	Covington	Psych
9	Kim	ENGL	9	Dawson	Legal	9	Korn	RC	9	Garas	LOGS	9	Filler	Eth Stu
10	LeMoine	ENGL	10	Freeman	BUSN	10	Lobaugh	Nurs	10	Glozman	Phys Sci	10	Frantz	Psych
11	Manning	CMST	11	Girvin	BUSN	11	Malingson	Nurs	11	Hunter	Math	11	Frickle	Psych
12	Matsumoto-Maxfield	ENGL	12	Kajoka	BUSN	12	McDonald	Educ	12	Kang	CIS/C Sci	12	Friend	ABE/ESL
13	Meckfessel	ENGL	13	Lunden	HEAL	13	Okubagzi	RC	13	Kong	CIS/C Sci	13	Jones	Geog
14	Ojeda Ponce	ENGL	14	Taillon	HOST	14	Phillips, L	Educ	14	Kwon	Math	14	Knighton	ABE/ESL
15	Orozco	Music	15	Weir	CJ	15	Pizarro	Educ	15	Lim	Math	15	Koushik	ABE/ESL
16	Rich	ENGL	16	Welch	BTECH	16	Smith	PE	16	Lopez	Math	16	Luna	Eth Stu
17	Sangha	Phil				17	Stevens	Nurs	17	Means	LOGS	17	Mahmoud	ABE/ESL
18	Schwisow	ENGL		<u>Library</u>		18	White	Educ	18	Meerdink, T	Math	18	Martin	ABE/ESL
19	Sell	JRNL	1	Brook		19	Xing	Nurs	19	Moehlig, A	Chem	19	McKenzie	Psych
20	Sirohi	ENGL	2	Fernandez					20	Moehlig, M	Chem	20	McMannon	Hist
21	Soracco	ENGL	3	Harton			<u>Counseling</u>		21	Moses	LOGS	21	Meyer	ABE/ESL
22	Swyt	ENGL	4	Moore		1	Harris		22	Nguyen, K	Math	22	Modica	Soc
23	Tang	ENGL	5	Twork		2	Hayden		23	Nguyen, M	Chem	23	Pan	Hum Svc
24	Thomas	Music				3	Hoyes-Wilson		24	Nizami	CIS/C Sci	24	Peyton	Econ
25	Viehmann	ENGL				4	Magallanes		25	Ramirez, J	Math	25	Ritchey	Pol Sci
26	Villanueva	Wrld Lang			<u>Summary</u>				26	Shabb	LOGS	26	Shen	ABE/ESL
27	Voso	CMST			<i>A & H</i>	28			27	Sheridan	LOGS	27	Somer	Anth
28	Word	CMST			<i>Busn</i>	16			28	Skelton	Math	28	Stanley	Econ
29					<i>Cnsl</i>	4			29	Whittington	Geol	29	Steadman	ABE/ESL
					<i>HPE</i>	19			30	Wilson	Math	30	Stusser-McNeil	ABE/ESL
					<i>P & A</i>	32			31	Wugalter	Chem	31	Taylor	ABE/ESL
					<i>Soc</i>	31			32	Yu	CIS/C Sci			
					<i>Libr</i>	5								
					Total	135								

Appendix C - 2021-22 INSTRUCTIONAL PERSONNEL Authorized Faculty & Exempt Positions

green = new hires

Arts & Humanities

1	Avantaggio	PHIL
2	Bernhagen	ENGL
3	Bremen	CMST
4	Gawronski	Art
5	Green	ENGL
6	Heckler	Honors
7	Hillman	ENGL
8	Hilton	Int Design
9	Kim	ENGL
10	LeMoine	ENGL
11	Manning	CMST
12	Matsumoto-Maxfield	ENGL
13	Meckfessel	ENGL
14	Ojeda Ponce	ENGL
15	Orozco	Music
16	Rich	ENGL
17	Sangha	Phil
18	Schwisow	ENGL
19	Sell	JRNL
20	Sirohi	ENGL
21	Soracco	ENGL
22	Swyt	ENGL
23	Tang	ENGL
24	Thomas	Music
25	Viehmman	ENGL
26	Villanueva	Wrld Lang
27	Voso	CMST
28	Word	CMST

Business

1	Alkhalili	BTECH
2	Cacho	HEAL
3	Cartwright	ACCTG
4	Chakour	BUSN
5	Chun	BTECH
6	Cicero	BUSN
7	Copeland	BUSN
8	Dawson	Legal
9	Freeman	BUSN
10	Girvin	BUSN
11	Lettic	CJ
12	Lunden	HEAL
13	Neilson	Legal
14	Page	ACCTG
15	Taillon	HOST
16	Welch	BTECH

Library

1	Brook
2	Fernandez
3	Harton
4	Moore
5	Twork

Summary

<i>A & H</i>	28
<i>Busn</i>	16
<i>Cnsl</i>	4
<i>HPE</i>	16
<i>P & A</i>	32
<i>Soc</i>	29
<i>Libr</i>	5
Total	130

Health & Education

1	Brigham	PE
2	Carpenter	Nurs
3	Couch	Nurs
4	Dunn	PE
5	Durano	Nurs
6	Goglia	RC
7	Ismail	Educ
8	Kado	RC
9	Lobaugh	Nurs
10	Malingson	Nurs
11	McDonald	Educ
12	Okubagzi	RC
13	Pizarro	Educ
14	Smith	PE
15	Trillo	Nurs
16	White	Educ

Counseling

1	Harris
2	Hoyes-Wilson
3	Koepping
4	Magallanes

Pure & Applied Science

1	Abdulzahra	Engin
2	Adams	Math
3	Baer	Phys Sci
4	Bjorge	Chem
5	Burn	Math
6	Dhanji	Phys Sci
7	Fardad	Math
8	Gan	LOGS
9	Garas	LOGS
10	Glozman	Phys Sci
11	Hunter	Math
12	Kang	CIS/C Sci
13	Kong	CIS/C Sci
14	Kwon	Math
15	Lim	Math
16	Means	LOGS
17	Meerdink, T	Math
18	Moehlig, A	Chem
19	Moehlig, M	Chem
20	Moses	LOGS
21	Nguyen, M	Chem
22	Nguyen, N	Math
23	Nizami	CIS/C Sci
24	Phillips, A	CIS/C Sci
25	Ramirez, J	Math
26	Shabb	LOGS
27	Sheridan	LOGS
28	Skelton	Math
29	Whittington	Geol
30	Wilson	Math
31	Wugalter	Chem
32	Yu	CIS/C Sci

Social Science

1	Avella-Castro	Soc
2	Balkenende	Hist
3	Baughter	Psych
4	Brice	Soc
5	Brown	ABE/ESL
6	Capestany	Hum Svc
7	Cho	Psych
8	Covington	Psych
9	Filler	Eth Stu
10	Frantz	Psych
11	Frickle	Psych
12	Friend	ABE/ESL
13	Jones	Geog
14	Knighton	ABE/ESL
15	Koushik	ABE/ESL
16	Luna	Eth Stu
17	Mahmoud	ABE/ESL
18	Martin	ABE/ESL
19	McMannon	Hist
20	Meyer	ABE/ESL
21	Modica	Soc
22	Pan	Hum Svc
23	Peyton	Econ
24	Shen, L	ABE/ESL
25	Somer	Anth
26	Stanley	Econ
27	Steadman	ABE/ESL
28	Stusser-McNeil	ABE/ESL
29	Taylor	ABE/ESL

APPENDIX D – Fraternalization

Highline College is committed to providing an environment conducive to individual development and learning. Highline College and HCEA recognize that a sexual or emotionally intimate relationship between faculty and students, or between academic employees and those whom they supervise, may pose legal risks to the faculty member, student, third parties and the college. Accordingly, faculty are prohibited from entering into a sexual or emotionally intimate relationship with anyone with whom they have a current supervisory or faculty/student relationship.

Maintaining personal-professional role boundaries is expected for safety and security. Faculty are provided with and expected to use college resources for communication with students.

Limitations and Requirements

Sexual or emotionally intimate relationships between a faculty member and a student or faculty and those whom they supervise may pose risks to the academic employee, student, subordinate, third parties, and department morale. A sexual or emotionally intimate relationship between a faculty member and a student or a subordinate can lead to a complaint of sexual harassment if the student or subordinate perceives he or she was exploited.

In addition, other academic employees or students may express concern about undue access or advantage, favoritism, restricted opportunities, or unfavorable treatment as a result of the relationship. To ensure that the advising, mentoring, evaluation, and supervision of students or subordinates are conducted fairly, faculty are prohibited from entering into a sexual or emotionally intimate relationship with students or subordinates with whom they have a current 'supervisory' relationship.

For the purpose of this policy, the term 'current' is defined as within the last two (2) quarters and/or a reasonable anticipation that a supervisory role may exist in the next quarter.

The term 'supervisory' is defined as a position of power or authority. A 'supervisory' relationship may exist on or off campus in curricular, co-curricular, or extracurricular activities. Faculty must respect the power differential inherent in the student-faculty relationship. This power differential exists as long as the student is enrolled, whether or not the student is currently in the class or co-curricular activity of a particular faculty member.

This policy does not apply to sexual or emotionally intimate relationships that are prohibited by law under RCW 9A.44 or relationships that violate discrimination or sexual harassment laws and policies.

Some professionals employed by the college (e.g. counselors, nurses, childcare workers and others) may have different, more stringent professional standards that must be met for continued licensure and/or certification. This does not preclude or replace any guidelines published by a particular professional organization. Highline College expects its faculty to abide by the guidelines of any professional organization to which they are members in addition to the standards set forth in this policy.

Appendix E - Division Chair Position Description

General

Each Chairperson will be reassigned time from their normal teaching responsibility to assume administrative functions. During such reassignment the Chairperson will be responsible for administrative functions assigned by the CAO. The major administrative responsibilities of the chair are outlined in the second part of this job description.

Selection of the Chairperson will follow the negotiated process and a stipend will be paid as determined through negotiations. Pay will be the normal faculty salary with the stipend added to compensate for added responsibility and work days.

The normal reassignment will be one-third faculty and two-thirds administrative.

The work year will be the faculty year of 170 days plus one meeting day and such added time as necessary such as enrollment meetings scheduled during summer quarter.

The Chairperson has primary administrative responsibility for the division. This requires that the Chairperson represent and promote the division's existing and new programs effectively and responsibly. The Chairperson is expected to provide organizational leadership in such a manner as to assist faculty (full and part-time) in obtaining the facilities, resources, and support necessary to provide a high-quality educational experience to students. This will be facilitated by a thorough understanding of program needs so that allocation of resources will be equitable and effective. The CAO will maintain the authority to review and approve all aspects of the College instructional program as will the President and the Trustees. The Chairperson will have oversight responsibility for preparing the division's budget requests and administering its budget. The Division Chairperson will be a member of the Instructional Cabinet.

Specific Functions

1. Communication

- a. To represent the division through participation in the annual Instruction Cabinet retreat and bi-weekly Instruction Cabinet meetings and to perform duties associated with this participation, including articulation of department and program needs.
- b. To keep division faculty well informed of information which may affect their programs from sources such as Instructional Cabinet, administrative staff, Trustees, SBCTC, and legislative actions.
- c. To plan, schedule and conduct division and coordinator meetings as required to review needs, goals, and problems, and provide support as necessary to faculty and coordinators represented.
- d. To provide reminders and assistance to division instructors regarding college policies and procedures, submission deadlines, and paperwork submission requirements.

2. Program

- a. To provide leadership in strengthening division offerings through course reviews, modifications, evaluations, and assessment; to recommend additions and deletions; to facilitate evaluation.
- b. To support coordinators and departments in program review/improvement process as needed, and in some cases co-lead this process should the coordinator chose a division chair co-lead.
- c. To ensure adequate Divisional representation on campus-wide committees and ad hoc work groups, including periodic review of representation and active recruitment of suitable candidates for Division and campus-wide elections or appointments.
- d. To participate as an instructor in the divisional program as outlined in the negotiated agreement.

- e. To supervise the creation of quarterly divisional class schedules, instructor schedules, and textbook lists and see that they are submitted to appropriate offices.
- f. To review division course descriptions, class limits, and other similar items and data and revise as necessary to assure their accuracy and appropriateness.
- g. To work with coordinators to monitor enrollment trends and manage course offerings and to participate in quarterly enrollment meetings.
- h. Support the coordination of advising activities and represent their divisional advising concerns through conversations with appropriate advising administrators.
- i. Division Chairpersons are responsible for recommending faculty for course release, release from committee work or additional stipends
- j. Division Chairpersons will participate in advising duties as described in this contract, but with a baseline student load of 5 and maybe compensated as outlined in this contract for advising above this baseline.

3. Budget

- a. To prepare and promote the annual division's budget request.
- b. To approve all expenditures of funds within the division's budget. Final approval may be delegated to the Chairperson or retained at the Vice President for Academic Affairs or Presidential level.
- c. To represent the division's interests when budget adjustments are necessary.
- d. To prepare in coordination with the departments the divisional equipment acquisition and repair needs lists and prioritize and monitor funds (to include divisional, professional development and R&R funds) and make adjustments as necessary.

4. Personnel

- a. To participate in full-time faculty selection with final approval by the appointing authority, as per the negotiated process.
- b. To approve part-time faculty recommended by the program/department coordinator. These appointments are subject to review by the appointing authority. A recommended procedure will be developed by Personnel and the Cabinet to be followed in assuring equal employment rights.
- c. To onboard/orient department coordinators to course scheduling policies and procedures and ensure policies and procedures are submitted and updated as necessary with the office of the CAO
- d. ensure department coordinators have the tools necessary to request and/or renew one-year faculty as well as observe and evaluate part-time faculty
- e. To ensure that faculty in the division post office hours, submit book orders and syllabi in a timely manner
- f. To direct that coordinators and provide new hires with course outlines, texts, college policies and other necessary information.
- g. To encourage and facilitate faculty and staff professional development within the division.
- h. To establish a personal working relationship with each member of the division, faculty and staff. To this end the Chair will serve as a link between the divisional personnel and the administration of the College. The Division Chair will serve as faculty advocate in obtaining necessary administrative services.
- i. To evaluate and mentor probationary faculty consistent with the negotiated process.
- j. To provide tenure-track faculty with written performance evaluations, as per the HCEA agreement.
- k. To provide letters of evaluation to tenured faculty during post-tenure review, as per the HCEA agreement.

- l. Manage and evaluate division staff, collaborate with Admin Services Manager to evaluate and train division admin classified staff
- m. Manage building and office spaces.

5. Problem Solving

- a. The Division Chair has the responsibility of resolving problems that come about within the division.
 - i. If a problem extends outside the division and requires either additional resources or affects another division or administrative group, the division chair should bring the issue to the appropriate body.
- b. The Division Chair is responsible for initial processing and mediation in student-instructor complaints, as outlined in the HCEA Negotiated Agreement.

6. Other Administrative Functions

- a. The Division Chair will direct that schedule guidelines are met, that expenditures do not exceed budget, and that all full-time faculty meet contractual obligations for faculty load. Any exceptions must be approved in advance by the Vice President for Academic Affairs.
- b. The Division Chair should become aware of all reporting procedures and become proficient at reviewing them.
- c. The Division Chair will have an understanding of the HCEA negotiated agreement and its expectations.

7. Leadership

- a. The Division Chair is expected to have a commitment to the College program and an overall understanding of the college mission and instructional program goals. The Division Chair will serve as an advocate and representative of the division and the College.
- b. The Division Chair will work collaboratively with the other Division Chairs and Instructional deans in planning and implementing the priorities for Instruction.

Appendix F - Faculty Advising (effective Fall 2022-23)

The Board of Trustees, administration, faculty, and staff of Highline College recognize that advising is key to student retention and success.

General Provisions

The approved online advising tracking tool for 2022-23 is Watermark.

HC and HCEA recognize that this is the first iteration of a plan to provide regular and consistent faculty advising to all credential seeking students. Much will be learned in the coming year, including about equity competent educational planning and alternative forms of advising including in-class advising and group advising. Consequently, both parties recognize that faculty advising duties and responsibilities may be subject to change.

Changes will be discussed, negotiated, and approved through the HCEA and announced to affected faculty members in a timely manner.

SECTION 1: ADVISING RESPONSIBILITIES

General Responsibilities

Full-time faculty shall fulfill contractual advising responsibilities for currently enrolled students in the following ways:

Faculty will proactively reach out to all their assigned advisees through Watermark, no later than one week prior to the start of registration for the next quarter (Fall, Winter, and Spring) to offer advising assistance tied to the student's Academic Plan. The advising activity will be documented in Watermark. Documentation should include: confirmation that the student has an academic plan in Watermark; notification of the student if any of the courses they are currently registered for are not "on plan" as indicated by Watermark analytics and the degree requirements; and an offer of planning assistance to advise about next quarter classes prior to the start of registration for that quarter.

Advising might include mentoring advisees on coursework, program and/or transfer options, career plans, and graduation requirements; helping the student to create an academic plan reflective of students' academic and career goals; addressing concerns regarding academic progress; providing referrals to campus services as needed; and assisting with timely registration.

Faculty who provide advising are expected to be available and responsive to student advisees and to document the advice given using Watermark.

To support faculty in this effort, the College will provide training to faculty in evidence-based advising practices. Training will be offered during mandatory opening week retreats, new faculty orientation, new faculty seminars, and at different times throughout the academic year.

Compensation for advising will be based on documented outreach to students using Watermark.

Section 2: Assignment of Advisees

1) General Provisions

Assignment of advisees will occur as soon as students earn 30 credits, unless a faculty advisor assignment during first quarter advising is deemed appropriate or if the student is in one of the Early Faculty Advising Programs. Only currently enrolled students are counted in the advisor's load.

Whenever possible, advisee assignments will be made based on the student's intended degree or program path.

New lecturers and tenure track faculty will be supported in learning how to advise students at Highline. Options will include opportunities to observe faculty peers as they advise; participate in advising trainings; and workshops to learn about the degrees, certificates, and programs offered by the college.

Advising efforts may be considered as part of the tenure process, tenured faculty evaluation, promotion, and re-appointment.

Faculty in English Language, Career and Academic Prep (ELCAP) may organize their advisement of advisees in a variety of ways and do not necessarily need to be assigned advisees. Details of ELCAP advising and tracking will be elaborated in a subsequent Memorandum of Agreement.

2) Number of Advisees

A) Full-time faculty (tenured, tenure-track, lecturers)

Tenured faculty, probationary faculty entering the second year of the tenure process, and lecturers entering their second contracted year will be assigned up to 20 advisees, unless there is additional demand for advisors and the faculty member has consented to take on more advisees.

Tenure-track faculty and lecturers will not be assigned advisees during their first quarter unless agreed to by the division chair and faculty member, and will participate in advisor training as described above. The advising load for tenure track faculty and lecturers in their second and third quarters will not exceed 15, unless agreed to by the division chair and faculty member.

Full-time faculty (tenured, tenure-track, lecturers) will be paid an annual stipend of \$1200 (\$400 for each of Fall, Winter, and Spring quarters) for completing advising responsibilities outlined above and documenting them in Watermark.

Full-time faculty who agree to advise more than 20 students will be compensated at the rate of \$20 per advisee, per quarter.

On the final day of classes each quarter, the CAO or designee will identify the number of students advised based on advising tracking software to determine stipend amount.

B) Adjunct Faculty

Upon request of division chairs and with approval of the appropriate dean, adjunct faculty members may be invited to participate in advising training and assist in advisement of students.

Adjunct faculty will be paid a stipend to attend advising training at Highline. This training is required to be eligible for adjunct faculty advisor compensation. To continue to be eligible for

adjunct compensation, returning adjunct faculty advisors will be required to attend a shorter annual advisor training session to be apprised of updates.

Adjunct faculty members will be compensated \$20/advisee per quarter. On the final day of classes each quarter, the CAO or designee will identify the number of students advised as reported in Watermark.

Section 3: Summer Compensation and Breaks Between Quarters

Prior to the start of summer quarter, Instructional Deans will consult with Division Chairs and Department Coordinators to identify summer advising needs and identify how the needs will be met and how the process will be communicated to students.

Faculty (full-time and part-time) shall be compensated at a rate of \$20/advisee, as documented in Watermark, during the summer or between quarters. Amounts are calculated at the beginning of the subsequent quarter.

Appendix G - Faculty Coordinator Stipend Matrix

Index	Coordinator	Total	Sections	Labs	Prof/Tech	Release
SOCIAL SCIENCES						
	Diversity and Global Studies	1,511	1,511			
	Human Services	3,405	1,763		1,642	
	Psychology/Behav Sci	1,763	1,763			
	Econ/Pol. Sci./Geog	1,763	1,763			
	Hist/Anthro/Soc	1,763	1,763			
	Pre-College Studies	5,289	5,289			5 cr/reg qtr
High School Completion	1,763	1,763				
BUSINESS						
	Criminal Justice	3,153	1,511		1,642	
	Accounting	2,858	1,763		1,095	
	General Business	5,042	3,400		1,642	
	HEAL	3,953	1,763	1,095	1,095	
	Business Info. Technology	4,500	1,763	1,095	1,642	
	Paralegal	2,606	1,511		1,095	5 cr-1 qtr
	Urban Agriculture	0				
Hospitality and Tourism	3,153	1,511		1,642		
HEALTH, EDUC. PHYS. ED.						
	Nursing	5,047	1,763	1,642	1,642	half
	Respiratory Care	4,248	1,511	1,095	1,642	5 cr/reg qtr
	Physical Education	4,412	2,770	1,642		
		1,095		1,095		
	Personal Fitness Trainer	3,701	1,511	1,095	1,095	
	Education	3,405	1,763		1,642	
Counseling						

Sections	Range***	Amount
Jumbo	Over 300	5289
Extra Large	170-299	3400
Large	100-169	2770
Moderate	40-99	1763
Baseline	10-39	1511

Labs	Amount
Regular	1095
Extensive*	1642

* Extensive determined by number of labs or other non-lecture instructional spaces, and amount of equipment and/or supplies

Prof/Tech	Amount
Regular	1095
Complex**	1642

**Complex determined by off-campus offerings, number of pathways, and community classes

Index	Coordinator	Total	Sections	Labs	Prof/Tech	Release
ARTS & HUMANITIES						5 cr/reg qtr
	English	2,770	2,770			
	Honors	1,511	1,511			
	Humanities and Philosophy	1,511	1,511			
-						
	Communication Studies/Journ	2,770	2,770			
	Music	2,606	1,511	1,095		
	World Language	1,511	1,511			
	Library Technician	1,511	1,511			
	Fine Art/MMD	3,953	1,763	1,095	1,095	
	Design	3,953	1,763	1,095	1,095	
PURE AND APP. SCIENCES						
	Life Sciences	4,412	2,770	1,642		
	Comp Sci/CIS	3,953	1,763	1,095	1,095	
	Physical Sciences	4,412	2,770	1,642		
	Engineering	2,606	1,511	1,095		
	Mathematics	2,770	2,770			5 cr/reg qtr

Special Accreditation and Bachelors of Applied Science responsibilities are accounted for outside of the regular coordinator stipend payments

Shaded rows indicate exempt employee and no stipend or accreditation requirement.

***Sections included if enrollment is 4+. Clustered sections are counted as 1 section.

FOR THE HCEA:

Chief Negotiator/VP HCEA

President, HCEA

FOR THE COLLEGE:

Chief Negotiator

College President

Chairman, Board of Trustees

MEMORANDUM OF AGREEMENT #1
BETWEEN
HIGHLINE COLLEGE ADMINISTRATION (HC)
AND
HIGHLINE COLLEGE EDUCATION ASSOCIATION (HCEA)

This Memorandum of Agreement (MOA) is made on this (date) _____.

Whereas

- The 2018-21 HCEA-HC Negotiated Agreement, extended to 2022, made changes to initial placement of tenure-track faculty; and
- The 2022-25 HCEA-HC Negotiated Agreement makes additional changes to initial placement of faculty;

HC and HCEA agree to a one-time set of salary step adjustments for faculty in Column A who were hired in 2017 or earlier, effective Fall 2022:

1. Faculty whose initial placement was steps A2-A4 will be advanced 2 salary steps, up to a maximum of A12.
2. Faculty whose initial placement was steps A5-A10 will be advanced 1 salary step, up to a maximum of A12.
3. These adjustment steps will be in addition to any steps faculty receive under the 2022-25 HCEA-HC Negotiated Agreement.
4. Faculty who have already received a step adjustment in the last 3 years are not eligible unless specifically agreed to by HC and HCEA.

This Agreement shall not affect the bargaining rights of either HC or HCEA as provided by the current HCEA-HC (Collective Bargaining) Agreement 2022-25, or any extension of that agreement. Unless specifically noted, all other negotiated provisions shall remain in effect.

For Highline College Administration

For Highline College Education Association

Emily Lardner
Vice President for Academic Affairs

Ben Thomas
HCEA Lead Negotiator

Date

Date

MEMORANDUM OF AGREEMENT #2
BETWEEN
HIGHLINE COLLEGE ADMINISTRATION (HC)
AND
HIGHLINE COLLEGE EDUCATION ASSOCIATION (HCEA)

This Memorandum of Agreement (MOA) is made on this (date) _____.

Whereas

- The 2022-25 HCEA-HC Negotiated Agreement makes changes to the way adjunct pay is calculated; and
- Workload reporting records are separate in ctLink from the pay records and may have an impact on benefits eligibility; and
- Public Service Loan Forgiveness eligibility depends, in part, on workload reporting;

HC and HCEA agree to establish a workgroup on workload reporting practices. The charge to this workgroup will include:

1. Review current workload reporting practices for faculty.
2. Research how workload reporting relates to benefits eligibility and Public Service Loan Forgiveness as well as any related restrictions.
3. Investigate workload reporting for faculty teaching classes such as labs, clinicals, and physical education activities whose contact hours may represent a higher workload than other classes with the same number of credits.
4. Develop a model for relating clinical hours to full-time faculty enhanced summer pay eligibility.
5. Recommend components of a MemorandaMemorandum of Agreement on workload reporting to address identified concerns.

This Agreement shall not affect the bargaining rights of either HC or HCEA as provided by the current HCEA-HC (Collective Bargaining) Agreement 2022-25, or any extension of that agreement. Unless specifically noted, all other negotiated provisions shall remain in effect.

For Highline College Administration

For Highline College Education Association

Emily Lardner
Vice President for Academic Affairs

Ben Thomas
HCEA Lead Negotiator

Date

Date

MEMORANDUM OF AGREEMENT #3
BETWEEN
HIGHLINE COLLEGE ADMINISTRATION (HC)
AND
HIGHLINE COLLEGE EDUCATION ASSOCIATION (HCEA)

This Memorandum of Agreement (MOA) is made on this (date) _____.

Whereas

- The 2018-21, extended to 2022, HCEA-HC Negotiated Agreement defines faculty librarian hours differently from hours for counseling faculty or other faculty;
- The 2022-25 HCEA-HC Negotiated Agreement leaves that language the same;
- The existing faculty librarian hours language can be interpreted in different ways;
- The model for summer pay results in full-time faculty librarians at lower salary steps earning less than part-time faculty librarians working in the summer; and
- HCEA and HC have an interest in harmonizing the way faculty hours are defined;

HC and HCEA agree to establish a workgroup on clarification of faculty librarian hours. The charge to this workgroup will include:

1. Review current faculty librarian scheduling practices for full-time and part-time faculty.
2. Research faculty librarian scheduling alternatives.
3. Develop a revised model for full-time faculty librarian service hours for enhanced summer pay eligibility.
4. Recommend components of a Memorandum of Agreement on faculty librarian hours.

This Agreement shall not affect the bargaining rights of either HC or HCEA as provided by the current HCEA-HC (Collective Bargaining) Agreement 2022-25, or any extension of that agreement. Unless specifically noted, all other negotiated provisions shall remain in effect.

For Highline College Administration

For Highline College Education Association

Emily Lardner
Vice President for Academic Affairs

Ben Thomas
HCEA Lead Negotiator

Date

Date

MEMORANDUM OF AGREEMENT #4
BETWEEN
HIGHLINE COLLEGE ADMINISTRATION (HC)
AND
HIGHLINE COLLEGE EDUCATION ASSOCIATION (HCEA)

This Memorandum of Agreement (MOA) is made on this (date) __ _____.

Whereas

- The 2018-21, extended to 2022, HCEA-HC Negotiated Agreement defines has an Affiliate status that is geared towards instructional faculty;
- The 2022-25 HCEA-HC Negotiated Agreement leaves that approach in place;
- Part-time Faculty librarians and counseling faculty should have access to the same opportunities as instructional faculty; and
- HCEA and HC have an interest in making Affiliate status available for all part-time faculty;

HC and HCEA agree to establish a workgroup on clarification of faculty librarian hours. The charge to this workgroup will include:

1. Review current Affiliate status processes for part-time faculty.
2. Modify and/or append language that allows for participation by faculty librarians and counseling faculty.
3. Recommend components of a Memorandum of Agreement on Affiliate status to reflect these changes.

This Agreement shall not affect the bargaining rights of either HC or HCEA as provided by the current HCEA-HC (Collective Bargaining) Agreement 2022-25, or any extension of that agreement. Unless specifically noted, all other negotiated provisions shall remain in effect.

For Highline College Administration

For Highline College Education Association

Emily Lardner
Vice President for Academic Affairs

Ben Thomas
HCEA Lead Negotiator

Date

Date

MEMORANDUM OF AGREEMENT #5
BETWEEN
HIGHLINE COLLEGE ADMINISTRATION (HC)
AND
HIGHLINE COLLEGE EDUCATION ASSOCIATION (HCEA)

This Memorandum of Agreement (MOA) is made on this (date) ____.

Whereas

- The 2022-25 HCEA-HC Negotiated Agreement makes changes to the way faculty advising is compensated; and
- ELCAP faculty advising may take a different form than some other programs' faculty advising;

HC and HCEA agree to establish a workgroup on ELCAP faculty advising. The charge to this workgroup will include:

1. Review current advising practices for ELCAP faculty.
2. Research best practices for educational planning in ELCAP-type programs that focus on increasing transition into credit programs.
3. Develop a model that addresses student needs and represents a comparable faculty advising workload as described in section 211.
4. Recommend components of a Memorandum of Agreement on ELCAP faculty advising.

This Agreement shall not affect the bargaining rights of either HC or HCEA as provided by the current HCEA-HC (Collective Bargaining) Agreement 2022-25, or any extension of that agreement. Unless specifically noted, all other negotiated provisions shall remain in effect.

For Highline College Administration

For Highline College Education Association

Emily Lardner
Vice President for Academic Affairs

Ben Thomas
HCEA Lead Negotiator

Date

Date

MEMORANDUM OF AGREEMENT #6
BETWEEN
HIGHLINE COLLEGE ADMINISTRATION (HC)
AND
HIGHLINE COLLEGE EDUCATION ASSOCIATION (HCEA)

This Memorandum of Agreement (MOA) is made on this (date) _____.

Whereas

- Hyflex is emerging as a modality and being implemented in a number of ways;
- Hyflex provides benefit to Highline’s students;
- Hyflex creates new demands on faculty in terms of preparation and instruction; and
- Highline College formed a workgroup in 2021-2022 focused on Hyflex as a new modality;

HC and HCEA agree to set up a workgroup focused on workload associated with Hyflex modalities. The charge to the workgroup will include:

1. Review the findings of the 2021-2022 Hyflex workgroup.
2. Investigate the workload implications of the various implementations of Hyflex modalities.
3. Develop a set of recommendations that responds to the workload implications and supports the implementation of Hyflex modalities at Highline College.

This Agreement shall not affect the bargaining rights of either HC or HCEA as provided by the current HCEA-HC (Collective Bargaining) Agreement 2022-25, or any extension of that agreement. Unless specifically noted, all other negotiated provisions shall remain in effect.

For Highline College Administration

For Highline College Education Association

Emily Lardner
Vice President for Academic Affairs

Ben Thomas
HCEA Lead Negotiator

Date

Date

MEMORANDUM OF AGREEMENT #7
BETWEEN
HIGHLINE COLLEGE ADMINISTRATION (HC)
AND
HIGHLINE COLLEGE EDUCATION ASSOCIATION (HCEA)

This Memorandum of Agreement (MOA) is made on this (date) _____.

Whereas

- Lab and clinical hours are traditionally counted differently than lecture hours for faculty workload;
- The terms lab and clinical hours at Highline encompasses a range of instructional activities; and
- Lab and clinical hours as a part of faculty workload have been long term concerns for the community and technical college system in Washington;

HC and HCEA agree to set up a workgroup focused on lab and clinical hours as a part of faculty workload. This workgroup will be convened by the CAO in Fall 2023. The charge to the workgroup will include:

1. Research lab and clinical hours as a part of faculty workload for both full-time and part-time faculty at Highline.
2. Research lab and clinical hours compensation at peer institutions.
3. Develop a report that identifies problems, issues, and questions around the compensation of lab and clinical hours for full-time and part-time faculty, as well as potential solutions.

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For Highline College Administration

For Highline College Education Association

Emily Lardner
Vice President for Academic Affairs

Ben Thomas
HCEA Lead Negotiator

Date

Date

MEMORANDUM OF AGREEMENT #8
BETWEEN
HIGHLINE COLLEGE ADMINISTRATION (HC)
AND
HIGHLINE COLLEGE EDUCATION ASSOCIATION (HCEA)

This Memorandum of Agreement (MOA) is made on this (date) _____.

Whereas

- Online classes have become more important in departmental offerings; and
- The federal Department of Education financial aid rules require online classes to demonstrate instructor-initiated regular and substantive interaction (RSI); and
- The federal Department of Education requires institutions to demonstrate compliance;

HC and HCEA agree to the following **online class RSI** provisions for the 2022-23 academic year:

- A. All faculty scheduled to teach asynchronous online classes will be provided with an RSI checklist based on Highline College's definition of instructor-initiated regular and substantive interaction (see Addendum below). Faculty will be invited to use the checklist to plan their course.
- B. Educational Technology will provide training in how to use the RSI checklist and how to complete the RSI self-assessment
- C. Instructors will choose one asynchronous online class section and complete and submit a self-assessment of that class using the established checklist according to the following schedule:
 - a. During Fall Quarter, 50% of instructors scheduled to teach an asynchronous online section will be chosen randomly;
 - b. During Winter Quarter, any instructors scheduled to teach an asynchronous online section, except those who completed a self-assessment in the fall;
 - c. During Spring Quarter, any instructors who are scheduled to teach an asynchronous online section and have not completed a self-assessment during the current academic year; and
 - d. During Summer Quarter, any instructors who are scheduled to teach an asynchronous online section and have not completed a self-assessment during the academic year.
- D. The self-assessment is due by the end of week 10 of fall, winter, and spring quarter and week 8 of summer quarter, and will contain the following elements:
 - a. The completed checklist indicating actual RSI activity for weeks 1-9 of the class and planned RSI activity for the remainder of the quarter, including finals week. The RSI activity should include at least two types of interactions each week.

- b. Information and supporting documentation for other instructor practices noted on the checklist, e.g. active monitoring of student grades.
 - c. Documentation of typical examples of interactions on Canvas or other online app for the chosen class for weeks 3, 6, and 9 of the quarter (weeks 1, 4, 7 for summer quarter). Documentation could include, but is not limited to, hyperlinks that point directly to the instructor's interaction with the asynchronous online students, or a set of screenshots or screencasts capturing evidence of interaction.
 - d. In addition to the checklist and links to examples, instructors will have the option of including a narrative explanation of their RSI activity in the chosen class. If an instructor wants to include an interaction as RSI that is not on the established checklist, the instructor may make a case for inclusion in this narrative.
- E. Educational Technology Faculty in Residence will support faculty in determining whether activities meet the checklist requirements.
- F. If an instructor does not submit a required self-assessment by the end of the tenth week of the term (eighth week in summer), the Director of Educational Technology will notify the instructor, the Faculty Department Coordinator, and the Division Chair. The instructor will be referred to work with one of the Educational Technology Faculty in Residence on RSI the next time they teach an asynchronous online class. If there are extenuating circumstances, the Director of Educational Technology or the CAO may defer the self-assessment process to the following term that the instructor teaches an asynchronous online class.
- G. Based on the information provided by the instructor in the self-assessment, the Director of Educational Technology will identify those classes that do and do not appear to meet the RSI requirements.
- a. Instructors will be informed of the results no later than the end of the first week of the term following the submission of the self-assessment. A summary of results will be sent to the CAO.
 - b. The Director of Educational Technology will notify instructors of classes that do not meet the RSI requirements and provide the instructor with an opportunity to submit additional information about RSI activity. The instructor will have 10 business days to provide the additional information.
 - c. Instructors who disagree with the assessment of RSI in their course may appeal to the CAO.
- H. Instructors whose classes meet the RSI requirements are approved to teach asynchronous online classes for the following three academic quarters (including summer).
- I. Instructors whose classes do not meet the RSI requirements will be referred to work with Educational Technology on improving RSI the next time they teach an asynchronous online class. The instructor will be required to submit a self-assessment of that class, as described in paragraphs (D) and (E) above.

- J. If an instructor's second self-assessed class does not meet RSI requirements, the instructor will again be referred to work with Educational Technology on improving RSI the next time they teach an asynchronous online class.
 - a. The Department Coordinator, Division Chair, and CAO will be warned that the instructor cannot be assigned another online class if the current quarter RSI doesn't meet standard.
 - b. The instructor will be required to demonstrate and document RSI during each of the first four weeks of the quarter. Documentation is due to the Director of Educational Technology by the end of week four.
 - c. By the end of week five, the Director of Educational Technology will update the Department Coordinator, Division Chair, and CAO of the status of RSI in the course.
 - d. The next time an instructor teaches an online class, they will complete the self-assessment process.
 - e. Instructors who disagree with the assessment of RSI during the second self-assessment may appeal to the CAO.
- K. If the third self-assessed class does not meet RSI standards at the end of week four, the instructor cannot be assigned to teach an online course for the following four quarters.
 - a. The next time an instructor teaches an online class, they will complete the self-assessment process.
 - b. Instructors who disagree with the assessment of RSI during the third self-assessment may appeal to the CAO.
- L. For instructors holding credentials or certifications related to online course design that include RSI as a portion of the certification, an approved self-assessment will be valid for seven academic quarters (including summer) after the review quarter. The list of credentials and program certifications will be negotiated between the College administration and HCEA.
- M. Any substantive revisions to the checklist or this process will be negotiated between the College administration and HCEA.

Summary view of dates and deadlines

Date	Action
Quarter 1	Instructors self-assess courses.
Quarter 1, week 10 (F, W, Sp) or week 8 (Su)	Self-assessments due.
Quarter 2, Week 1	<p>Faculty whose class met RSI requirements are informed and begin three quarters exemption from the review process.</p> <p>Faculty whose classes did not meet RSI requirements are informed and have 10 business days to submit additional information. They are referred to Educational Technology.</p>

Date	Action
Quarter 2, Week 3	Additional information from faculty whose classes did not meet RSI requirements due.
Quarter 2, Week 5	Faculty who submitted additional information are notified of results of RSI assessment.
Quarter 2, Week 10	For faculty in the referral process, second self-evaluation due.
Quarter 3, Week 1	<p>Faculty whose second class met RSI requirements are informed and begin three quarter exemption from the review process.</p> <p>Faculty whose second class did not meet RSI requirements are informed; Department Coordinator, Division Chair, and CAO are notified and warned that the instructor may not be able to be assigned to teach online in a future quarter.</p>
Quarter 3, Week 4	For faculty in the third self-evaluation process, documentation of the first four weeks of RSI is due.
Quarter 3, Week 5	<p>The Director of Educational Technology will update the Department Coordinator, Division Chair, and CAO of the status of RSI for instructors in the third self-evaluation process.</p> <p>If the instructor's third class does not meet standard at week 4, the instructor cannot be assigned an online class for four quarters.</p> <p>If the instructor's third class meets the standard, then they can be assigned to teach online; the next time they teach online they are required to submit a self-assessment.</p>

This Agreement supersedes any previous practices or precedents related to RSI. Any exceptions to this Agreement must be agreed to, in advance and in writing, by both the HCEA President and the VPAA.

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For Highline College Administration

For Highline College Education Association

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