

GREEN RIVER COLLEGE AGREEMENT

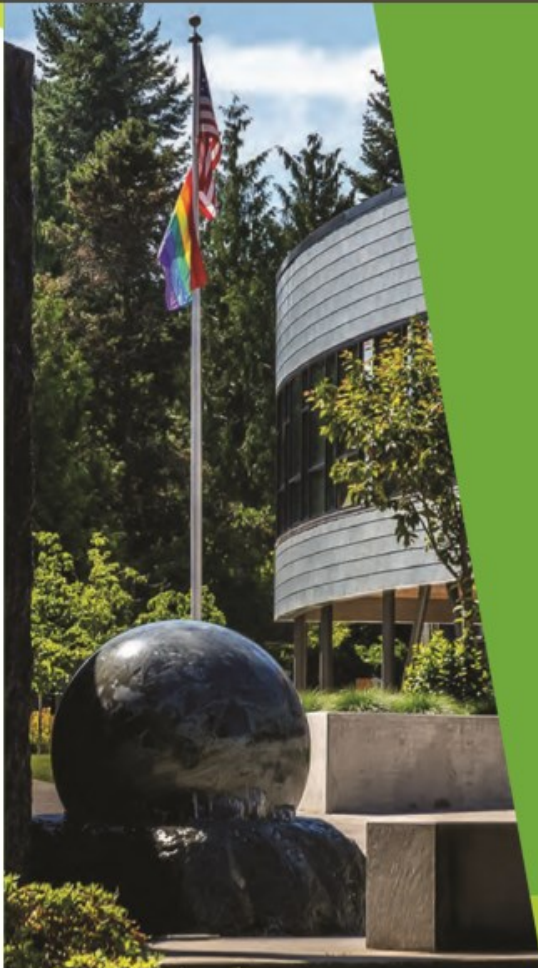


THE BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT No. 10

and

THE GREEN RIVER UNITED FACULTY COALITION

EXPIRES: JUNE 30, 2024



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# PREAMBLE

Agreement

By and Between the

Board of Trustees of Community College District No. 10

and the

Green River United Faculty Coalition

This Agreement is by and between the Board of Trustees of College District No. 10, hereinafter called the "Employer," and the Green River United Faculty Coalition, hereinafter called the "Agent."

The Employer and the Agent agree that this contract shall be binding on both parties except that this Agreement shall be subject to all present and future State laws and/or directives of the Legislature or the Governor of the State of Washington. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is found invalid then the Employer and the Agent shall enter into immediate negotiations on the specific invalidated item or items for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement of the specific provision.

# **ARTICLE I: RECOGNITION**

## **Section A: Recognition of Agent**

The Employer hereby recognizes the United Faculty Coalition as the exclusive negotiating representative for all the Community College District No. 10 faculty members in the following categories and as further defined in [RCW 28B.52](#):

1. Instructional Faculty
2. Division Chairperson
3. Counseling Faculty
4. Instructional Resources and Services Faculty (job titles in this category will include, but not be limited to "Librarians")

## **Section B: Excluded Personnel**

Personnel excluded from representation by the Agent include administrative, exempt, and classified employees excluded by law from the Washington State Personnel Board rules.

The terms of this Agreement shall apply to academic employees assigned to programs delineated in [Appendix F](#) only to the extent designated in [Appendix F](#).

## **Section C: Recognition of Right to Bargain**

An excluded category or group having a common community of interest shall have the right as a unit to petition for an election for recognition and to bargain a contract.

## **Section D: Equal Opportunity Employment**

There will be no discrimination against any faculty member or any applicant for any faculty appointment or promotion to positions covered under this Agreement on the basis of race, creed, color, national origin, sex, sexual orientation, identity, age, marital status, religion, disability, genetic information, organizational affiliation, or any other characteristic protected by law. It is understood the Employer is committed to preventing and stopping discrimination, including harassment of any kind and any associated retaliatory behavior. The Employer shall maintain a [Title IX](#) Program.

# **ARTICLE II: DEFINITIONS**

## **Section A: General Provisions**

The following definitions apply specifically to the Agreement, augment definitions with specific sections of this Agreement, and are believed not to be contrary to law.

## Section B: Definitions

1. Leaves
  - a. Refer to [Article VII \(Leaves and Faculty Development\)](#).
2. Committee:
  - a. A group elected, volunteered or appointed, who meets at the request of the appropriate Vice President or the President to fulfill a specific College function.
  - b. To be validated for the award of in-service credit, shall
    - i. select a chairperson,
    - ii. meet for a minimum of ten (10) clock hours per year for each in-service credit,
    - iii. maintain summary minutes,
    - iv. and, at the end of the academic year, file a report with or forward its recommendation(s) to the appropriate administrator.
3. Full-Time Teaching Faculty
  - a. Full-time teaching faculty members shall have responsibilities, which include, but are not limited to, the following:
    - i. Daily Assignment Span ([Article V, Section I](#))
    - ii. Office Hours ([Article V, Section J](#))
    - iii. Instructor Contact Hour Load ([Article V, Section L](#))
    - iv. Job Description for Full-Time Instructional Faculty ([Article V, Section A](#))
4. Full-Time Counselors, Librarians
  - a. Full-time faculty including Counselors and Librarians shall have responsibilities which include, but are not limited to, the following:
    - i. Job Description for Counseling Faculty ([Article V, Section E](#))
    - ii. Job Description Faculty Librarians ([Article V, Section F](#))
    - iii. Daily Assignment Span ([Article V, Section I](#))
5. Replacement Faculty
  - a. Faculty who replace full-time faculty members, who receive a contract for a specified length of time, and who are paid from the annual salary schedule.
6. Adjunct Faculty
  - a. Adjunct faculty who receive a quarterly contract as defined in [Article VI](#), and who are paid from the salary schedule provided in [Appendix B](#).
7. Adjunct Faculty Appointment
  - a. Any faculty appointment that does not comply with the above definition of full-time faculty appointment shall be deemed to be a temporary faculty appointment.
  - b. The contract furnished to adjunct faculty members shall explicitly declare that the faculty member has received a temporary faculty appointment.
  - c. Adjunct faculty shall not be subject to the tenure laws of the State of Washington.
  - d. Categories of adjunct faculty are as follows:

- i. Temporary–Special Funding
    - 1. Faculty who are given a full-time contract for a specific time and whose employment is funded by special purpose, temporary funds.
  - ii. Adjunct Faculty
    - 1. Faculty who receive a quarterly contract or who are assigned a workload consistent with the limits of [Article VI](#).
  - iii. Lecturers
    - 1. Faculty members with outstanding knowledge or skills employed for a limited, specialized purpose, hired on a specified contract and who are paid an amount determined by mutual consent.
    - 2. Lecturer appointments for any one (1) year shall not exceed two percent (2%) of the total tenured and probationary full-time faculty.
  - iv. Substitute Faculty
    - 1. Faculty who temporarily fill the responsibilities of another faculty member (usually for a short period of time), who are given a contract, and who are paid from the Appendix B salary schedule.
- 8. Emeritus Faculty
  - a. Faculty emeritus status will apply to eligible faculty with 15 or more years of continuous employment, in good standing at the College who have officially retired from the College under any Washington State retirement system.
  - b. Emeritus faculty may be hired for part-time employment with the College without affecting their emeritus status.

## Section C: Purposes of Tenure

- 1. Tenured Faculty
  - a. Faculty members who are appointed for an indefinite period of time and whose appointment may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington and [Article XII \(Termination of Employment\)](#) and [Article XIII \(Reduction-in-Force\)](#).
- 2. Faculty Peer
  - a. One who holds a tenured faculty appointment.
- 3. Tenure-Track Faculty
  - a. Faculty members who are appointed for a designated period of time and whose appointment may be terminated without cause upon expiration of the tenure-track faculty member’s term of employment but may be terminated with cause prior to the expiration of the terms of employment as defined by the laws of the State of Washington and [Article IX \(Tenure\)](#), [Article XII \(Termination of Employment\)](#) and [Article XIII \(Reduction-in-Force\)](#).

- b. For the purposes of this Agreement, "Tenure-Track Faculty" refers to "Probationary Faculty" as defined in Washington State RCW 28B.50.851.
- c. All laws of the State of Washington that apply to Probationary Faculty apply to Tenure-Track Faculty.

## ARTICLE III: RECRUITMENT AND HIRING OF FACULTY

**Reopener Clause:** By agreement of both the Agent and the College, once the Equity in Hiring Task Force recommendations are made for faculty hiring, we will reopen [Article III](#) of the contract as needed to negotiate administrative duties.

### Section A: Selection of Full-Time Faculty

1. Selection of Faculty Applicants
  - a. Recommendations regarding the selection of faculty applicants shall be made by those administrators and faculty and ex-officio committee members who know the abilities the position requires in order to select the best candidate.
2. Criteria for Selection
  - a. Competency in the assigned field, a commitment to equity and inclusion, and an understanding of the purposes of a comprehensive community college are criteria basic to selection.
3. Selection of Full-Time Replacement Faculty
  - a. The procedures for selection of full-time replacement faculty shall be the same as for the selection of full-time faculty.

### Section B: Procedure

1. Hiring Recommendation Committee
  - a. A hiring recommendation committee will be formed by the division to write the job description, screen candidates, interview selected candidates, and recommend finalists to the Vice President of Instruction (VPI).
    - i. With a commitment to include racial and gender diversity on the hiring recommendation committee, the committee will consist of up to three full-time faculty members of the division to which the candidate will be assigned, one full-time faculty member outside the division, an ex-officio equity representative, the division chairperson or designee and the Dean.
      1. The division chair or designee will represent the division, in accordance with division bylaws and in consultation with relevant departments in the division.

2. The division will select the committee member from outside the division.
  3. The ex-officio equity representative may be from either Faculty (tenure-track, tenured, and adjunct), Exempt or Classified staff and will have received training that qualifies them to serve as an equity representative.
- ii. At the request of the division and Dean, a second ex-officio member representing another office or department may be added to the search committee.
    1. This position may include a representative from either Exempt or Classified.
    2. At or before their first meeting, the hiring recommendation committee will select an individual to serve as chairperson.
  - iii. When hiring library faculty, the instructional dean or Dean of Library will serve on the hiring recommendation committee at the discretion of the Vice President of Instruction.
2. Training for Members of Hiring Recommendation Committees
    - a. Members of hiring recommendation committees will be required to attend training on the college's hiring process.
      - i. This training may be completed face-to-face or, when available, in an alternate format.
      - ii. Training of committees will be completed by Human Resources and will provide guidance and support to the committee members, especially as related to equity practices, which may include but is not limited to implicit bias, collegiality, alternative excellence, and non-traditional qualifications.
      - iii. If additional training is requested by the committee, Human Resources will work with the Committee Chair to address identified needs.
3. Creation and Posting of Job Descriptions
    - a. The following process will be used for the creation and posting of job descriptions.
      - i. The job description for the position shall be written by the hiring recommendation committee and approved by the division chair and dean.
      - ii. The Dean of Instruction shall submit the written job description and a list of recommended recruitment sources and publications to the Vice President of Instruction.
      - iii. The VPI will submit the job description and list of publications to the Office of Human Resources. The Committee Chair may meet with Human Resources to discuss the job description and recruiting strategies.

- iv. The request to hire and job description will be presented to the President's Staff by the Vice President for Instruction for approval.
    - b. All positions will be advertised in various publications, including diversity publications nationwide.
      - i. The division and the hiring recommendation committee may advise the Office of Human Resources as to the schools, professional organizations or areas of the country in which to advertise.
      - ii. The Committee and Human Resources will work together to come up with a list of various publications to advertise positions to recruit the most qualified and diverse candidate pool.
  - 4. Posting Information
    - a. Each position shall have the following information posted for each announcement. (See [Appendix J](#))
      - i. Position summary;
      - ii. position responsibilities;
      - iii. minimum qualifications;
      - iv. preferred qualifications;
      - v. knowledges, skills, and abilities (KSA);
        - 1. one or more DEI-KSAs should be discipline, or function,-specific based on reflective dialogue and research by the committee or department;
      - vi. terms of employment;
      - vii. salary placement;
      - viii. application procedure;
      - ix. selection procedure;
      - x. deadline for consideration of application;
      - xi. [Jeanne Clery Statement](#);
      - xii. and [EOE statement](#).
  - 5. Posting Timeframe
    - a. All positions will be open a minimum of 5 weeks.
    - b. During recruitment, if it is determined by the Senior Director of Human Resources and the Vice President of Instruction that there is insufficient diversity representation in the applicant pool, they may exercise the option of extending the recruitment process for up to an additional 4 weeks.
  - 6. Travel Reimbursements
    - a. At the discretion of the Vice President of Instruction, travel reimbursements may be offered for those positions where a broader search expanding beyond the state has been deemed necessary.



- b. Funding for travel reimbursements is the responsibility of the office of the Vice President of Instruction.
- 7. Review of Applicants
  - a. The hiring recommendation committee will review the applications and select candidates for interviews.
- 8. Diversity Review
  - a. Once candidates have been selected for preliminary interviews, the Senior Director of Human Resources will review for diversity again.
    - i. In consultation with the Vice President of Instruction, the Senior Director of Human Resources may request that the committee review additional candidates.
    - ii. If there is an insufficient diversity representation in the final pool of candidates, the Vice President of Instruction, in consultation with the hiring recommendation committee and Human Resources, may extend the recruitment period for an additional four weeks.
- 9. Candidate Interviews
  - a. The hiring recommendation committee will interview each candidate separately.
    - i. The hiring recommendation committee may employ any of a variety of interviewing best practices.
    - ii. Hiring committees are encouraged to consider the value of teaching demonstrations in front of students and conducting department or division forums during the interview process.
- 10. Committee Review
  - a. Before making a recommendation of finalists to the Vice President of Instruction, the hiring recommendation committee will review best practices in equitable hiring.
- 11. Final Candidates
  - a. The hiring recommendation committee shall provide the names of the final candidates to the Vice President of Instruction.
    - i. The division may note the strengths and weaknesses of the candidates.
  - b. The dean and at least one other member of the screening committee will conduct reference checks from professional sources and other recommenders provided by the final candidates.
  - c. Background checking will be conducted by the Office of Human Resources.
- 12. Selection of Candidate to Hire
  - a. Once the Vice President of Instruction selects a candidate to hire, they will notify the dean of the decision.
  - b. The dean will notify the hiring recommendation committee chair.

- i. The hiring recommendation committee chair may request a meeting between the Vice President of Instruction and the committee to discuss the decision.
  - c. Once the Vice President of Instruction has confirmed the candidate to hire, they will inform the dean of their final decision.
  - d. The dean will offer the position to the selected candidate.
  - e. If the Vice President of Instruction does not select from among the recommended candidates, the process will be reopened.
- 13. Insufficient Time for Regular Hiring Process
  - a. If it is determined by the appropriate administrator there is insufficient time to carry out the regular hiring process, the division chair or designee of the division chair shall call a division meeting.
  - b. Those present shall recommend to the Dean and to the Vice President of Instruction a course of action such as:
    - i. a temporary one-year full-time replacement,
    - ii. filling with part-time faculty,
    - iii. or leaving vacant.
- 14. Document Disposition
  - a. After the interviews have been completed, all notes, rating documentation and reference checks must be returned to the Office of Human Resources, along with all copies of applications.
- 15. Notifying Non-Selected Applicants
  - a. Human Resources will notify all non-selected applicants.
  - b. The Dean will contact all interviewed candidates.

## **Section C: Position Approval**

- 1. Full-Time to Adjunct Faculty Ratio
  - a. The college is motivated to improve the ratio of full-time to adjunct faculty.
  - b. For each year of the life of this contract, a minimum of two additional full-time faculty positions shall be created and filled, at least one of which will target reducing the fulltime/adjunct ratio in a division or program heavily reliant on adjunct instruction.
  - c. Assignments for these new positions shall be recommended by the Instructional Council to the Vice President of Instruction based on requests submitted by the divisions.
    - i. In its recommendation process, Instructional Council will consider fulltime/adjunct ratios in individual divisions, programs, and/or departments.
    - ii. In the event of extraordinary circumstances that dramatically impact enrollment and/or state allocation to the College, in consultation with the UF, the College will decide whether or not to add new full-time faculty positions.

- d. Barring unexpected or extraordinary circumstances, every effort will be made to allocate the two new positions required in the CBA to instructional divisions/programs by the last day of Spring Quarter prior to the academic year in which the hiring process begins.
- e. For replacements, barring extraordinary or unexpected circumstances, every effort will be made to approve replacement positions by the second IC meeting of October.

## **Section D: Replacements for Faculty on Leave**

At the time of employment, replacement faculty shall be informed of the length of the assignment and that the regular faculty member will be returning to that position.

## **Section E: General Standards of Qualifications for Community College Personnel**

The appropriate administrator shall be responsible for keeping faculty informed as changes occur or as certification requirements are due regarding general or specific standards for community college personnel established by Washington Administrative Code or other state standards of qualification.

# **ARTICLE IV: DIVISIONAL AND INSTITUTIONAL OPERATIONS**

## **Section A: Divisional Operations**

1. Written Policies and Procedures
  - a. The faculty members of each division shall develop written policies and procedures regarding such matters as the following:
    - i. Institutional, inter-divisional, and intra-divisional class scheduling.
    - ii. Divisional/departmental program and course offerings, including initiation and approval of Approved Course Outlines and Approved Program Outlines.
    - iii. Development of budget allocation, supply and equipment priorities for divisional programs and courses.
    - iv. Goals, objectives and needs of the division.
    - v. Class schedule and work span for individual faculty members.
    - vi. Individual faculty workload in terms of contact hours.
    - vii. Minimum and maximum class size appropriate for course objectives.
    - viii. Class overloads.
    - ix. Assignment of classes to adjunct faculty in accordance with Article VI, Section J.
2. Online and Hybrid Courses

- a. Divisions shall have policies governing the assignment of online and hybrid courses to any faculty member in a formal evaluative process (tenure, post-tenure, adjunct faculty file, and post-file).
3. Policy and Procedure Process
    - a. Proposed written policies and procedures adopted by the divisions will be submitted to the Vice President of Instruction for approval.
    - b. Such policies and procedures shall be reduced to writing.
    - c. In the event that such policies or procedures are not approved by the Vice President of Instruction, the Vice President of Instruction shall notify the division in writing of the specific reasons.
      - i. In such instance, or in the event either the Vice President of Instruction or the division initiates modification to division policies and procedures, the division chairperson shall request a meeting of concern if so directed by a majority of the members of the division.
      - ii. A meeting of concern will include the College President, or designee of the President, Vice President of Instruction, Agent President, and division chairperson.
    - d. After such meeting, the Employer may implement changes as part of any college-wide standardization of policies and procedures.

## **Section B: Program/Department Coordinators**

1. Program Coordinator Provisions
  - a. Program coordinators for those programs which, in accordance with accreditation regulations, are required to have faculty members serve in a coordinating role, will be selected by the dean in consultation with the division chair and faculty in those programs.
  - b. Final approval for program coordinator positions and selection shall reside with the Vice President of Instruction.
  - c. The Vice President of Instruction shall review and approve the job responsibilities for each coordinator position.
  - d. Program coordinators shall receive release time or stipend as indicated by accreditation standards.
  - e. If the accreditation standards do not indicate a release time or stipend amount, the release time or stipend amount shall be agreed upon by program faculty, the dean, and the Vice President of Instruction.
  - f. Approved Programs
    - i. The following programs currently meet the criteria specified in [Article IV, Section B 1](#). and have been approved by the Vice President of Instruction:

1. Occupational Therapy Assistant
  2. Physical Therapist Assistant
2. Specialized Coordinator Provisions
  - a. When an ongoing, specialized workload is present, program or department coordinators may be requested by the division in which the program or department is housed.
  - b. Requests will be submitted to the Instructional Council and will be based on a demonstrable need related to program/department size or duties required of faculty members clearly either outside their job description or in excess of normal workload.
  - c. Instructional Council will recommend approval to the Vice President of Instruction, who shall review and approve or deny each position.
  - d. Approved positions will be subject to review every two years.
  - e. Approved Specialized Coordinator Positions
    - i. The following programs currently meet the criteria specified in [Article IV, Section B 2.](#) and have been approved by the Vice President of Instruction:
      1. Transitional Studies
      2. Early Childhood Education
      3. English for Speakers of Other Languages
      4. Writing Program Administrator
3. BAS Program Directors
  - f. BAS Program Directors shall receive between 1/5 and 1/3 release time or stipend and be approved through the process outlined in [section B.2, above.](#)
  - g. Consideration will be given to current levels of program support, administrative, clerical, and otherwise.
  - h. The program director shall perform the following duties:
    - i. Serve as the primary point of contact and lead overseeing program, ensuring the program is operating as required by accreditation and any governing bodies.
      1. Monitor and stay informed about changes at the SBCTC, ensure students and program are in compliance with any industry or governing body regulations.
      2. Coordinate with the various divisions and departments on campus to ensure that related education requirement courses are offered at a time and in a modality that meet BAS program needs.
      3. Develop articulation agreements with degree programs at area colleges and universities.
      4. Lead and coordinate work with the advisory committee regarding program needs, content and employment.
      5. Construct a recruitment pipeline plan that is in alignment with the degree program's strategy and design.

6. Participate in on and off campus events and opportunities that increase awareness and promote the program.
7. Evaluate applications and transfers for admission into the BAS program.
8. Per the program's curriculum and design oversee the development and maintenance of relationships in the community for field-based learning opportunities including, but not limited to: course projects, internships, and capstone experiences as well as develop new pathways to employment opportunities.

## Section C: Instructional Council

1. Instructional Council (IC) Composition and Duties
  - a. An instructional council composed of the division chairpersons, the Intensive English Program (IEP) Faculty Representative, the Vice President of Instruction, and the deans for instruction shall meet twice a month to deal with matters of concern regarding the instructional program.
  - b. The council will act as the voice of the faculty on all matters related to instruction.
  - c. Specifically, the council will:
    - i. Plan and coordinate inter-campus scheduling for all classes under existing divisions.
    - ii. Facilitate and oversee the Program Review and Program Viability processes.
      1. Review and present to the Vice President of Instruction a majority position of the division chairpersons (including the IEP faculty representative) on program reductions or changes, including assignment or reassignment of programs to divisions.
    - iii. Review proposed class offerings.
    - iv. Prepare, review, and evaluate short and long-range goals of the instructional programs.
    - v. The Instructional Council shall establish appropriate committees to make known its recommendations regarding those instructional matters for which it has significant responsibility.
      1. The duties and responsibilities of these committees shall be determined by the Instructional Council.
2. IC Subcommittees
  - a. The following committees shall be designated as subcommittees of the Instructional Council. Each division shall have the right to name one voting member to each of these committees:
    - i. Faculty Training/In-Service Day
    - ii. Learning Outcomes

- iii. Faculty Curriculum Review
  - iv. Adjunct Faculty Advisory
  - v. Assessment and Testing Center
  - vi. College Articulation and Transfer
  - vii. eLearning
  - viii. Instructional Diversity
  - ix. Instructional Technology
  - x. Reallocated Space and Room Priority
  - xi. Related Instruction
- b. Matters relating to contractual negotiations will not be considered by the Instructional Council.
3. IC Chairperson
- a. The Instructional Council shall elect a chairperson and adopt and publish its own operational procedures.
  - b. The chairperson shall be a faculty member who is not a division chairperson and shall receive 3/9 release time for the academic year.
  - c. The specific duties of the IC Chairperson shall be in accordance with [Article V, Section C](#).
    - i. For the purpose of learning the duties of the Instructional Council Chairperson, the Chair-Elect shall receive 1/3 released time during the quarter prior to the quarter in which the chair assumes office if the chair has not previously served as Instructional Council chairperson.
  - d. For extra work outside of the duties in [Article V, Section C](#), the Chairperson shall receive an additional 1/6 release time equivalent to \$1,512.40.
  - e. The Instructional Council Chairperson shall have an additional annual stipend as set in [Appendix C](#).
    - i. Specific duties covered by this stipend and the times at which such duties shall be carried out shall be mutually determined by the Vice President of Instruction or designee of the Vice President of Instruction and the individual(s) involved.
4. IC Voting Procedure
- a. A majority vote of the division chairpersons and the IEP Faculty Representative will be presented to the Vice President of Instruction as a recommendation.
  - b. Upon receiving the recommendation, the Vice President of Instruction will communicate an anticipated timeline for action being taken in response to the council's recommendation.
  - c. Upon request of the Instructional Council, the Vice President of Instruction will present the Instructional Council with an explanation regarding any decision to depart from a council recommendation, either in writing or as part of the Vice President's report at an Instructional Council meeting.

## Section D: Adjunct Faculty Advisory Committee

1. Structure
  - a. The Adjunct Faculty Advisory Committee (AFAC) is a subcommittee of the Instructional Council, as set forth in [Article IV, Section C](#).
2. Co-Chairpersons
  - a. The adjunct faculty shall elect two Co-Chairpersons in a vote conducted by the Instructional Council.
  - b. Co-Chairs will serve for alternating two-year terms.
  - c. During the term of service, an office will be provided for the use of the Co-Chairs to support the AFAC subcommittee functions.
  - d. The AFAC Co-Chairs will be compensated \$900 per year.

## Section E: Approved Course Outlines<sup>1</sup>

1. Provisions
  - a. An Approved Course Outline will be developed for each course taught at the College.
  - b. Each new course or revision to an existing course must be approved by the division to which the course is assigned.
  - c. The division chairperson will take the responsibility to see that this task is completed and shall sign each Approved Course Outline prior to forwarding to the appropriate dean's office.
  - d. The Approved Course Outline must be prepared and filed with the Vice President of Instruction at least two (2) weeks prior to the starting date of the course.
  - e. The Vice President of Instruction may grant preliminary approval of proposed new courses that have been approved by the division but not yet processed by the Faculty Curriculum Review Committee and approved by the Instructional Council.
    - i. Courses granted preliminary approval shall be offered for a maximum of one quarter.
    - ii. To be offered beyond this one quarter period, a course must be approved by the Instructional Council.
  - f. Faculty who teach regularly scheduled classes must follow the Approved Course Outline developed for that course.
  - g. All Approved Course Outlines will be reviewed once every three (3) years according to the provisions adopted by the Instructional Council.

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<sup>1</sup> In this version of the CBA the term "Approved Course Outline" has replaced the phrase "Course Adoption/Revision (CAR)" from previous CBAs.



- i. Any written changes shall be submitted to the appropriate Dean and the Faculty Curriculum Review Committee by the end of winter quarter of the review year.
- h. Faculty members will inform students that copies of all course syllabi are filed in the Dean's offices for student use.

## **Section F: Part-Time Classes Taught by Full-Time Faculty**

- 1. Right of First Refusal
  - a. All full-time faculty members shall have the right of first refusal to teach classes in their regularly assigned instructional area (discipline) outside of the seven (7) hour assignment span as assigned by the appropriate administrator in any academic quarter, including summer, provided a written request is submitted five (5) weeks prior to the beginning of the class offering.
  - b. Except for full-time assignments which are required to maintain a full load, these assignments (including summer school) shall be paid from the adjunct faculty salary schedule in [Appendix B](#).

## **Section G: Travel**

- 1. Reimbursement
  - a. Faculty members who are unable to use College-owned or College-leased vehicles will be reimbursed at the maximum rate permitted by statute.
    - i. Reimbursement shall be at the currently established rate and in conformance with state regulations.
    - ii. Within the limitation of the division budget, the College shall reimburse, at the maximum allowable rate, a faculty member for travel and expenses to attend workshops, seminars, or courses, as approved by the appropriate division chairperson, dean and Vice President of Instruction in accordance with Office of Financial Management regulations.

## **Section H: Summer Quarter Assignments**

- 1. Full-Time Faculty
  - a. Course offerings and appointments of full-time faculty for summer quarter will be given prior to May 15.
  - b. Exceptions to this policy will be made by the appropriate administrator(s) after consultation with the division chairperson and the division faculty member.
- 2. Alternate Contract/Summer Quarter

- a. By mutual agreement of the faculty member, the division and the appropriate administrator(s), professional duties may be assigned for any three (3) of the four (4) academic quarters.
- b. When summer quarter is part of the annual teaching assignment, all duties normally performed during the normal year, including advising duties and other duties agreed upon by the faculty member, the division and the appropriate administrator(s), shall be performed.
- c. This summer quarter assignment must be equivalent to the substituted quarter's assignment on a contracted day basis.

## Section I: Personnel Records

### 1. Disposition of Records

- a. Official personnel records for all faculty members shall be maintained by the Office of Human Resources.
- b. The records shall contain, for example, evaluations, references, student or other testimonials, press releases, committee assignments and in-service credit records.
- c. Information shall not be placed in the file without the faculty member's knowledge.
- d. The faculty member shall be notified in writing when material (other than routine administrative forms) is added to the faculty member's file and shall be afforded the opportunity to initial and date all such material.
  - i. Initialing does not necessarily imply agreement with the contents of the material.
- e. The faculty member may attach a written response to any item in the file or insert any material in the file.
- f. Materials containing criticism of a faculty member's performance or conduct shall be removed from the file after six (6) years if there has been no recurrence of the problem, except for information related to pending legal action or for which legal action may reasonably be expected to result.
- g. No anonymous materials shall be placed in the file.

### 2. Usage for Non-Administrative Purposes

- a. If a faculty member's personnel file is to be used for any purpose other than routine administrative matters, the faculty member will be first notified.
- b. With appropriate advance notice during working hours, faculty members may review their personnel files.
- c. No information shall be used to affect the employment status of a faculty member unless it has been placed in the faculty member's master personnel file.

## Section J: Standard and Miscellaneous Deductions

1. Additional Deductions
  - a. In addition to standard deductions, the Employer shall make available to all faculty a payroll deduction procedure for membership in various insurance plans, tax-sheltered annuities, and professional organizations, and shall deliver monies so collected to the duly authorized agent.
  - b. This authorization must be in accordance with the regulations of the [Washington State Office of Financial Management](#).
2. Hold Harmless Clause
  - a. The Agent agrees to indemnify the Employer and hold it harmless against any and all suits claims, demands, attorney's fees, and liability for damages, or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the faculty member and such authorization has not been rescinded except in the case of representation fees which do not require authorization to be withheld.

## Section K: Pay Periods

1. Full-Time Faculty
  - a. All full-time faculty working a standard 9-month contract (September-June) may select one of the following pay period options:
    - i. Total Instructor Contract Salary in 19 equal payments from 9/25 to 6/25 each year; or
    - ii. Total Instructor Contract Salary in 24 equal, prorated payments consisting of 1/24th of total salary each from 9/25 in one year to 9/10 in the following year.
  - b. Full-time faculty who are currently being paid pursuant to the “balloon payment” option may continue to receive their pay via that schedule, until such time as a faculty member elects a different option. To select an option, the Full-time Faculty Salary Payment Option form must be completed, signed, and delivered to the Payroll Office between June 1 and June 15 for implementation in the following academic year. If a faculty member does not select an option, the faculty member will continue to be paid according to the first option. Once a faculty member has selected one of the above payment options, this will be the default payment option in subsequent years. Faculty members who want to change their default must complete and sign a replacement Full-time Faculty Salary Payment Option form and deliver it to the Payroll Office between June 1 and June 15 for implementation in the following academic year.
  - c. Pay periods shall be in accordance with state regulations. Faculty may contact the payroll office for specific dates of paydays.

## Section L: Assignment of Courses

1. No course offered for credit shall be placed on the schedule without being assigned to a division by the Vice President of Instruction.

## Section M: Substitutes

1. Substitution Requests
  - a. If a faculty member judges that the objectives of a class may be significantly compromised by their absence, and cannot be accommodated by technology or another solution, they may request a substitute from the appropriate administrator.
  - b. Each request requires the approval of the appropriate administrator to be implemented.
2. Substitution Assignments
  - a. Only qualified substitutes, as determined by the division chair, the appropriate administrator, and if possible, the involved faculty member shall be assigned to teach classes.
3. Substitution Compensation
  - a. Adjunct and full-time faculty shall receive compensation from the Adjunct Faculty Salary Schedule listed in [Appendix B](#).
4. Non-Compensated Substitutions
  - a. Faculty members may substitute for each other without requesting a substitute from the appropriate administrator but will not be compensated.

## Section N: Safety and Security

1. Training
  - a. The College shall maintain procedures and provide training to faculty about safety in the workplace.
  - b. Through routine communication and accessible resources, the College will make faculty members aware of how to respond when they experience threat or disruption in their learning environment and of the steps that may be taken as a result.
2. Safe Environment
  - a. No instructional employee shall be required to work under unsafe or hazardous conditions or to perform tasks that endanger the health, safety, or well-being or the health, safety, or well-being of students. It is the responsibility of the College to provide a work environment that complies with all state and federal safety regulations.
3. Reporting
  - a. Any faculty member who is subject to harassment, acts of harm or threats by an individual or a group while or as a result of carrying out their assigned duties may immediately notify the appropriate administrator.

- b. Upon notification the administrator will notify the Vice President of Instruction as well as take immediate steps in cooperation with the employee and appropriate campus personnel to provide reasonable and authorized means of protection.
  - c. An aggregated record of substantiated complaints and reported concerns under this section, [Article V, Section S](#), and [Appendix J, Section 9](#), to Human Resources will be kept by the office of the HR and shared annually, without identifying personnel information, with the United Faculty Executive Board.
4. Maintenance of Classroom Learning Environment
- a. Faculty are expected to maintain a classroom environment conducive to learning.
  - b. When, in the opinion of the faculty member and Dean, a student's actions in the classroom or learning environment poses a serious threat, the student may be subject to removal from the classroom or learning environment in accordance with the Student Code of Conduct, WAC 132J-126-090 §27, and College policies.

## **Section O: Class Cancellations**

- 1. Additional Wages
  - a. Faculty who wish to receive an additional hour's wages for meeting a class that is slated to be canceled must receive advance approval from the dean.

## **Section P: Program Assessment and Improvement**

- 1. Interval
  - a. Programs that are required to undergo the Program Assessment and Improvement (PA&I) process shall do so once every five years.
- 2. Community College Survey of Student Engagement (CCSSE)
  - a. CCSSE may not be used by Employer for program-level assessment.
  - b. All CCSSE assessments shall be shared with the Instructional Council and College Council prior to implementation, and both councils will have the opportunity to review all localized additional questions.
  - c. The Employer will seek input from the Instructional Council and College Council on other assessments to be done in non-CCSSE years.
  - d. CCSSE will not be used for assessment of program outcomes or program viability.
  - e. Use of CCSSE will also be limited to one administration per quarter for each faculty member.
- 3. Formative Process
  - a. The Agent and the Employer agree that Program Assessment and Improvement is a formative process that shall not be used in place of the Program Review process.
  - b. The Program Review process is intended to investigate and address a recognized issue.
- 4. Program Review and Program Viability

- a. Program Review and Program Viability are processes overseen by the Instructional Council, initiated when the cost, enrollment or other aspects of program function demonstrably require evaluation and improvement in order to ensure the future of the program.
  - b. The Program Review process may be initiated by Program Assessment & Improvement recommendation or other means as outlined in Instructional Council bylaws.
5. Exemptions and Considerations
- a. The following programs that are required to undergo national, state, or regional accreditation or review processes on at least a five-year cycle, shall be exempt from the PA&I process or receive considerations as specified:
    - i. Physical Therapist Assistant
    - ii. Occupational Therapy Assistant
    - iii. Practical Nursing
    - iv. ABE/GED/ESOL
    - v. Natural Resources
      - 1. Natural Resources is on a 10-year accreditation cycle and shall be exempt every other time, which is equivalent to a 10-year PA&I cycle.
    - vi. Court Reporting, Automotive and Drafting
      - 1. These programs shall be exempt with the provision that their 5-year accreditation reporting processes be amended to include the assessment sections of the PA&I process, as well as an exit meeting with the dean and Vice President of Instruction.
  - b. Any new or existing program that in the future will be required to undergo 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 PA&I process at that time.
6. Number of Programs Undergoing PA&I
- a. Each year, approximately one-fifth of the programs shall undergo the PA&I process.
  - b. Programs in which the majority of full-time faculty are new or probationary during the academic year shall be scheduled for the next year of the current five-year cycle.
7. PA&I Stipends
- a. On completion of the first PA&I process, each program shall receive a stipend of \$700.
  - b. On completion of the second and subsequent PA&I processes, each program shall receive a \$300 stipend.
  - c. The full-time faculty in the program shall determine how these stipends will be used and distributed.

## **Section Q: Extra Duties or Activities**

1. Compensation, Release Time, or Support
  - a. To ensure the quality and success of instructional programs some faculty perform extraordinary duties or activities.
  - b. The Vice President of Instruction in collaboration with the appropriate dean may provide additional compensation, released time, or support for extra duties on a one-time, quarterly or annual basis.
  - c. An application for extra duty compensation must be submitted annually to the division chair and the dean for consideration.
  - d. Final approval for compensation, released time or support for extra duties will reside with the Vice President of Instruction.

## **ARTICLE V: TERMS OF EMPLOYMENT**

### **Section A: Job Description for Full-Time Instructional Faculty**

Full-Time Faculty includes tenured, tenure-track, and annually contracted full-time faculty.

1. Basic Function
  - a. The instructor's primary function is to teach students and help them to meet their educational goals. Additionally, instructors foster a professional, equitable, anti-racist, and culturally inclusive environment, which is conducive to learning and demonstrates an awareness of the experiences and needs of the current student population.
  - b. The instructor's secondary function is to facilitate appropriate operational policies and procedures of the institution.
  - c. The instructor will communicate and work collaboratively with the campus community and relevant community partners.
2. Specific Function Relating to Instruction and Learning
  - a. To teach courses in accordance with approved course descriptions and outcomes, and with class syllabi developed by individual instructors and in accordance with approved syllabus policy.
  - b. To assist students by making appropriate use of any or all services, facilities, materials, and methods available for enhancing the learning process.
  - c. To review and improve instructional materials, techniques, and methods of instructional evaluation to maintain current and relevant course content.
  - d. To review and improve instructional materials, techniques, and methods of instructional evaluation, with consideration given to inclusive pedagogy and high-impact teaching practices.

- e. To participate in regular and comprehensive course, program, and campus-wide outcomes assessment to continually improve student learning.
  - f. To assist students in program planning and course advisement as stated in [Appendix G](#).
  - g. To maintain scheduled office hours, in-person and/or remotely, for interaction with students.
  - h. To maintain one's knowledge and professional skills in one's discipline.
  - i. To participate in professional development opportunities made available by the College, as outlined in [Article VII, Section I](#), [Article VII, Section J](#), and [Article VII, Section M](#).
  - j. To be evaluated through interactive tenure and post-tenure processes.
  - k. To serve on tenure committees, Post-Tenure Review committees, and assist in adjunct faculty mentoring and evaluation.
3. Institutional Relationships
- a. To work with the Vice President of Instruction, Dean of Instruction, and the Division Chairperson to evaluate institutional programs and develop new course offerings consistent with the goals and objectives of the institution.
  - b. To participate in equitable and inclusive curriculum development as a normal part of a faculty member's work assignment as referenced in 3a, above. The Vice President of Instruction has the authority to approve special projects in curriculum development, which the Vice President of Instruction considers to be above and beyond the scope of the normal job description.
  - c. To work with the Division Chairperson, the appropriate dean, and the curriculum office in the catalog development process.
  - d. To work with Division Chairperson or designee to complete departmental and/or divisional requirements such as teaching assignments.
  - e. To maintain appropriate records and submit required state reports and appropriate institutional reports, to include the timely submission of student course grades.
  - f. To fulfill College commitments as may be mutually agreed upon by the instructor and the appropriate administrator.
  - g. To perform committee work on at least one standing and/or ad hoc College committee.
    - i. In no instance shall the faculty member be expected to serve on more than two (2) committees per year.
    - ii. The faculty member may, at the faculty member's option, choose to serve on more than two (2) committees per year for in-service credit.
  - h. To assist the College, when it is reasonable to do so, in monitoring the maintenance and safekeeping of College supplies and equipment as assigned to the instructor and as related to the instructor's instructional area or assignment.
  - i. To provide faculty expertise in outreach and course promotion when deemed necessary between the faculty member and appropriate administrator.



- j. To collaborate with Student Affairs, International Programs, and academic support services to increase student awareness of, access to, and use of various college programs and resources to support student persistence and completion.

## Section B: Job Description for Division Chairperson

### 1. Basic Function

- a. The Division Chairperson is a faculty member who is additionally responsible for representing the division to other components of the College, including Instructional Council and meetings of Division Chairpersons.
- b. The Division Chairperson is responsible for assisting the appropriate dean and/or Vice President of Instruction with operations, planning, budgeting, staffing, facilitating evaluation of faculty and reporting in matters relating to the division.

### 2. Specific Responsibility and Authority

- a. Attend Instructional Council meetings and Division Chairperson meetings.
- b. Coordinates the decision-making process of the division, including planning and facilitating regular division meetings.
- c. In consultation and by mutual agreement with the division faculty and appropriate administrator, facilitates and supports identification of divisional and/or departmental goals and needs.
- d. In consultation with the appropriate faculty and Dean, provides input regarding the divisional budget and equipment requests for submission to the administration.
- e. Advises and assists faculty, staff, and students regarding divisional programs and procedures.
- f. In consultation with the division faculty members, recommends annual and quarterly course schedules, teaching assignments, and instructor class loads in a timely manner to facilitate the timely issuance of adjunct faculty contracts.
- g. Supports communication within the division and with administration, other divisions, students, other college organizations, and advisory committees as appropriate.
- h. Coordinates review of divisional policies and/or procedures ensuring consistency between College instructional policy and divisional procedures as referenced in [Article IV, Section A](#).
- i. Assists in coordinating advising with division faculty members per [Appendix G](#).
- j. Supports division members, as requested, in instructional matters such as course offerings, methods of instruction, selection of textbooks, use of facilities and classroom management.
- k. Following notification from the Dean, communicates to appropriate department or division members, adjunct review activity due each quarter as established in [Article VI](#).
- l. Facilitates adjunct file-placement recommendations to the Dean.

- m. Participates or delegates participation in the recruitment and selection of all divisional faculty members and other non-teaching employees.
  - n. Supports informal complaint resolution as established in [Article V, Section S, Parts 2, 3, and 4](#) and participates as needed in the formal complaint process.
    - i. In situations where the complaint moves to the dean level or the Division Chairperson refers the student to the dean for resolution, the dean will lead out on the remainder of the complaint process.
3. Institutional Relationships
- a. Vice President of Instruction
    - i. Accountable to the Vice President of Instruction for the interpretation and fulfillment of specific responsibilities and authority.
  - b. Deans
    - i. Works with the appropriate dean for planning, organizing, and evaluating divisional activities and programs.
  - c. Student Affairs Staff
    - i. Cooperates with student affairs staff as a resource person regarding divisional activities and programs.
  - d. Instructional Council
    - i. Works collaboratively with the Instructional Council Chairperson and other members of the Instructional Council.

## **Section C: Job Description for Instructional Council Chairperson**

- 1. Basic Function
  - a. The Instructional Council (IC) Chairperson is a faculty member who is additionally responsible for assisting the Vice President of Instruction with all matters related to the Instructional Council.
- 2. Specific Responsibilities
  - a. Chair all meetings of the IC.
  - b. Meet regularly with the Vice President of Instruction to identify issues to be placed on the IC's agenda, follow up on the IC's recommendations to the Vice President of Instruction, keep the Vice President of Instruction informed of the IC's views on matters of instructional policy.
  - c. Meet regularly with Division Chairperson and the Vice President of Instruction to determine agenda items and to facilitate communication and cooperation between the Division Chairperson and the Vice President of Instruction.
  - d. Oversee all IC sub-committees to monitor progress and to ensure the timely completion of all assignments.

- e. Keep the faculty and the college community at large informed concerning IC activities.
- f. Chair all-faculty meetings held to consider college-wide proposals arising from the Instructional Council.
- g. Arrange and supervise balloting on college-wide proposals arising from the IC.

## **Section D: Job Description for Instruction Council Vice-Chairperson**

1. Basic Function
  - a. The IC Vice Chairperson is a faculty member who is additionally responsible, with the IC Chairperson, to act as a liaison between IC and IC sub-committees to monitor progress and schedule regular reports to Instructional Council from IC sub-committees to monitor committee progress.
2. Specific Responsibilities
  - a. Meet with IC Chairperson and Vice President of Instruction to plan and coordinate Instructional Council meetings.
  - b. Facilitate Instructional Council or Division Chairperson meetings when IC Chairperson is absent.
  - c. Represent the Instructional Council and GRC faculty at the Washington Faculty Association of Community and Technical Colleges (FACTC) meetings.
  - d. Attend quarterly meetings when possible and report back to the Instructional Council.
  - e. Share responsibility with IC Chairperson as liaison to United Faculty Executive Board.
  - f. Share Instructional Council representation with IC Chairperson on committees with college-wide impact.
  - g. Work with the IC Chairperson to arrange and supervise balloting on college-wide proposals arising from the Instructional Council.

## **Section E: Job Description for Counseling Faculty**

1. Basic Function
  - a. The Counselor's basic function is to provide short-term personal/mental health and crisis counseling sessions to students (individuals, couples, and groups) on a wide range of concerns that may interfere with their ability to succeed in college.
2. Specific Responsibilities
  - a. Collaborate with and stay informed about local and area community resources and referrals.
  - b. Design, implement, and evaluate workshops/programs that emphasize mental, emotional, and physical wellness.
  - c. Provide consultation to staff, faculty, and community regarding how to assist students with personal/mental health concerns.

- d. Engage in outreach opportunities to educate the campus community about counseling services available.
- e. Become actively involved in Humanities Division activities and fulfill all duties related to tenured faculty requirements.
- f. Become actively involved in Student Services and Student Development activities.

## **Section F: Job Description for Faculty Librarians**

1. Basic Function
  - a. Faculty Librarians, under the direction of the Dean of the Library, are responsible for information literacy instruction, media literacy instruction, reference services, collection management and archives.
2. Specific Responsibilities
  - a. Provides information, references, and research assistance at all levels of complexity for faculty, staff, students and community members.
  - b. Provides instruction in use of information resources and library materials and services informally on a one-to-one basis with patrons at the time of their needs, by formal instruction in the classroom at the request of faculty members, and by formal instruction in the classroom in library courses designed for this purpose. (When in this capacity, librarians will perform the duties and responsibilities outlined in [Article V, Section A, Subsection 3.](#))
  - c. Coordinates library instruction, media literacy instruction, reference services, collection management, serials, systems management, and/or cataloging with other library services, instructional programs, and campus operations.
  - d. Selects materials for the library collection, including books, periodicals, video and audio recordings, manuscripts, newspapers, tapes, films, maps, charts, posters, databases, and software.
  - e. Facilitates access to materials by developing instructional materials designed for the particular needs of patrons.
  - f. Assists the Dean of the Library in preparing the annual budget.
  - g. Places requests for supplies and equipment.
  - h. Assists in recruiting and interviewing prospective staff members.
  - i. Assists in supervision of library staff and student help.
  - j. Performs other faculty duties per [Article V, Section A, Subsection 3.](#)

## **Section G: Job Description for Student Programs Area**

1. Creation of Job Descriptions
  - a. Student programs area job descriptions, affecting faculty members, shall be mutually developed and agreed to by the concerned parties.

- b. Either party may request the presence of the Agent's representative during the development of the job descriptions.
- c. These job descriptions, which pertain to the positions listed under Student Program Premiums in [Appendix C](#), shall be grievable.

## Section H: Workload

- 1. Definition
  - a. There will be an instructional workload in terms of contact hours for all members of the instructional faculty.
  - b. Only under unusual circumstances will this limit be exceeded.
- 2. Limit Exceeded
  - a. When the range is exceeded, it shall be at the request of the appropriate administrator or division chairperson and with the written acceptance of the faculty member.
  - b. The Agent shall be notified in advance of this action.
  - c. When the maximums are exceeded, one (1) of the following will occur:
    - i. Exceptions Requiring Payment
      - 1. Instructors who are requested to and who accept a yearly contact hour load exceeding the maximum shall be given additional compensation at the appropriate rate from the Adjunct Faculty Salary Schedule ([Appendix B](#)).
    - ii. Exceptions Requiring No Additional Payment
      - 1. Contact hour load in excess of those yearly maximums shall be implemented only with the consent of the faculty member and in cooperation with the division chairperson and appropriate administrator.

## Section I: Daily Assignment Span

- 1. Full Time Faculty
  - a. Full-time faculty members shall be assigned a work schedule within a seven (7) hour daily assignment span, except where expansion of time span is required to maintain a full load and instances where special assignments are covered by stipend salary or are one (1) quarter per year, not including the summer.
  - b. It is agreed that professional duties of faculty members may be performed off campus within the seven (7) hour assignment span.
- 2. Librarians and Counselors
  - a. Assignment schedules for counselors and librarians shall not exceed the seven (7) hour daily assignment span.

- b. The appropriate administrator in consultation with the faculty member and the division chair may make assignments between the hours of 7:00 a.m. and 9:00 p.m.
- c. If duties are assigned at any location other than that of the faculty member's primary assignment, the faculty member shall be compensated for travel expenses to and from the secondary location and travel time shall be included as part of the work assignment.

## **Section J: Office Hours**

- 1. Full Time Faculty
  - a. Full-time faculty members will maintain an office schedule of five (5) hours per week with the understanding that, if the schedule permits, some office hour time will be scheduled each day.

## **Section K: Counselor Work Assignments**

- 1. Workload
  - a. A counseling faculty member's workload assignment shall be no more than thirty (30) hours per week in the duties and functions outlined in [Article V, Section E](#), exclusive of division meetings and committee assignments.

## **Section L: Instructor Contact Hour Load**

- 1. Instructional Unit Definition
  - a. An instructional unit is the measurement used for calculating direct instructional assignments of faculty members.
- 2. Instruction Load Calculations
  - a. Each division shall attempt to maintain an average annual divisional load of 3.0 Instructional Units per faculty member and an average quarterly divisional load of 1.0 Instructional Unit per faculty member.
  - b. Instructional Units are calculated using the contact hours identified on the Approved Course Outline for each course and dividing those contact hours by the divisors for each mode of teaching.
  - c. An instructor teaching a course in more than one instructional mode shall have his/her contact load determined on a proportional basis.

Mode of Teaching	Contact hours Divisor	IU Calculation
Lecture/Discussion	165	# of lecture hours/165
Lab	220	# of lab hours/220
Clinical	220	# of clinical hours/220

d. The minimum, normal, and maximum instructor loads shall be as follows:

	Minimum Load	Normal Load	Maximum Load
Annual Load	2.79	3.0	3.21
Quarterly Load	0.93	1.0	1.07

e. Examples:

Example 1	55 contact hours of lecture	(55/165)	=0.333 IU
Example 2	44 contact hours of lecture	(44/165)	=0.267 IU
	22 contact hours of lab	(22/220)	=0.100 IU
			=0.367 IU

f. It is the intent that each instructor shall have an annual load as close to the Normal Annual Load as practical.

g. Full Time Faculty who exceed the normal quarterly load of .99 (i.e. 1.0) during any quarter of the regular academic year may choose either of the following options:

i. Option 1

1. Accept immediate compensation from the [Appendix B](#) salary schedule on a proportional basis as specified in Subsection c. above.

ii. Option 2

1. Defer compensation in anticipation of, and in order to balance, a load below the normal quarterly load during a subsequent quarter of the same academic year.
2. A faculty member who chooses Option 2 shall be compensated from the [Appendix B](#) salary schedule on a proportional basis as specified in

Subsection c. above during spring quarter for any cumulative load in excess of the normal annual load of 3.0 as defined in Subsection d. above.

3. Moonlight Classes
  - a. Moonlight classes, which include classes assigned per [Article IV, Section E](#) of this agreement, shall be assigned and compensated on a quarter-by-quarter basis.
  - b. Applications of this section that may result in reduced compensation for moonlight assignments shall be reviewed by the Labor and Management Committee at the request of the faculty member(s) concerned.
4. Released Time
  - a. Assigned released time shall be included in all load calculations as normal load.
5. Stipends and Premiums
  - a. Stipend/premium awards shall not affect or be affected by load calculations.
6. Scheduling of Individual Faculty
  - a. In the scheduling of individual faculty Normal Annual Load, factors which shall be taken into consideration include:
    - i. The number of preparations.
    - ii. The number of students.

## **Section M: Double Sections**

1. Definition
  - a. A double section is one in which two separate sections of the same course are combined and the enrollment is set at double the capacity on the Approved Course Outline.
2. Offerings
  - a. Such courses and/or sections shall be offered only with the mutual agreement of the instructor, the division, and the dean.

## **Section N: Learning Communities**

1. Recognition
  - a. The College recognizes and supports the value of Learning Communities as a distinct form of teaching in the curriculum.
2. Development of Learning Communities
  - a. Faculty are encouraged to develop learning community courses to assist in creating a diverse pedagogical learning environment for students of different learning styles.
  - b. The Instructional Council in consultation with the Learning Communities Committee will make recommendations to the Vice President of Instruction to facilitate the process of development, coordination, implementation, and advertising of learning community courses.



## Section O: Independent Study Courses

1. Definition
  - a. Independent study courses as identified in the catalog shall be taught in addition to a full-time faculty member's normal annual instructional load and/or extra part-time assignments as defined in [Article IV, Section E](#).
2. Course Assignments
  - a. In programs and departments in which no full-time faculty member currently teaches, independent study courses as identified in the catalog may be taught by adjunct faculty members as part of their quarterly assignments.
3. Student Contracts
  - a. A quarterly independent study contract between the faculty member and the student shall be approved by the division chair and the appropriate dean and maintained in the enrollment services office to be filed with the student's record.
4. Pay
  - a. Pay for approved assignments shall be at the appropriate independent study rate identified in [Appendix B](#).
  - b. This rate of pay for independent study shall apply for those approved independent study assignments up to five (5) students per quarter.
  - c. Unless approved by the Instructional Dean and the Vice President of Instruction, no independent study course shall be eligible for extra pay if the students are counted in an instructor's regular workload.

## Section P: Full-Time Replacement Faculty

1. Procedure
  - a. The procedures for selection of full-time replacement faculty shall be the same as for the selection of full-time faculty, [Article III, Section A](#).

## Section Q: Calendar

1. Process
  - a. The Calendar Committee will develop the annual calendar and present it to the Instructional Council for consideration and recommendation to the Vice President of Instruction.
  - b. The Vice President of Instruction will recommend a final version of each annual calendar to the President for consideration.
  - c. The calendar committee will present its recommendation to the Instructional Council by the second October Instructional Council meeting.
2. Calendar Framework
  - a. The following parameters will guide the Calendar Committee's work:

- i. Each college academic year, the calendar shall consist of 171 contracted days for full-time faculty members.
  - 1. Such days shall begin no earlier than the Monday of the week including September 10 and end no later than June 23 for each calendar year.
  - 2. Sunday shall be considered the first day of the week.
  - 3. The faculty contracted days shall be apportioned to coincide with the following provisions:
    - a. A study day shall be provided each quarter except summer, after the last day of instruction and prior to College-scheduled final examinations, for full-time faculty.
      - i. The study day shall be a contracted day to be used for student study, student-faculty reading, and faculty preparation for final examinations.
      - ii. For each academic year, study days shall be mutually determined by the Agent and the Employer.
    - b. Advising assignments shall be handled in accordance with [Appendix G](#).
    - c. A workshop day or session is time organized on a contracted day for the purpose of working on College business.
    - d. Two Professional Days on contracted days for the purpose of work on the advancement of diversity, equity, inclusion, and anti-racism understanding, policies, and practices.
      - i. These days are contracted for both full-time and adjunct faculty.
    - e. During the week preceding fall quarter, full-time faculty have workshop, meeting, and preparation responsibilities. This schedule includes:
      - i. All-College workshop: one (1) day
      - ii. b. Division and UF Meetings: one half (.5) day
      - iii. c. Preparation time: two and one half (2.5) days
    - f. One contracted In-Service day will be held each Spring Quarter for full-time faculty.
      - i. This day will be divided equally between All-College and Curriculum Matters workshop(s).
    - g. Each Fall and Winter Quarter, one contracted In-Service day devoted exclusively to division curriculum matters will be held for full-time faculty.

### 3. Calendar Committee Membership

- a. The Calendar Committee membership will consist of:
  - i. Five members from the faculty:
    1. Three members from the IC and
    2. Two members from the UF Board.
  - ii. Five non-faculty members named by the Vice President of Instruction and with a consideration for representatives from:
    1. Instructional Support Services,
    2. The Office of the Registrar,
    3. Office of Financial Aid,
    4. Career and Advising Center.

## Section R: Legal Representation

1. Provision
  - a. Legal representation will be provided to faculty members in accordance with State laws, rules and regulations.

## Section S: Complaints

1. Source of Complaint
  - a. When the College receives a substantive complaint about a faculty member, the resolution process will depend on the source and nature of the complaint.
2. Categories and Applicable Resolution Processes
  - a. Complaints shall follow the process outlined in Subsections 3 and 4 below.
  - b. Complaints raising issues requiring a response by the College will follow the process outlined in Subsection 5 below.
3. Informal Complaint Resolution
  - a. The College shall refer the complaint to the faculty member and the faculty member's division chairperson for informal handling.
    - i. If a complaint is received about a division chair, the complaint shall be referred to another division chair who, when possible, is under the same instructional dean.
  - b. If informal resolution between parties is not possible, the complaint shall be referred to the division chair of the faculty member the complaint is being lodged against for informal handling.
    - i. If the complaint is about a division chair, that complaint shall be referred to another division chair who, when possible, is under the same instructional dean.
  - c. If the division chair or the faculty member bringing the complaint does not feel that it is appropriate to have the division chair informally handle the complaint, or the division chair is unable to resolve the complaint, the complaint will move to Formal Resolution.

#### 4. Formal Complaint Resolution

- a. In the event the complaint cannot be resolved by the faculty member or division chair, or has not been resolved within ten (10) contractual days from the date the complaint is presented to the division (of the division of the faculty member against whom the complaint was lodged, when possible).
  - i. At the discretion of the Division Chairperson and the Dean, this process may move forward outside of the 10 contractual day timeline if the complaint was filed within 10 contractual days of the end of the quarter and there are more than 14 calendar days between contractual days.
- b. Formal Complaint Process
  - i. The complaint shall be reduced to writing using the “Formal Complaint Resolution” form.
  - ii. The appropriate instructional dean shall meet with the faculty member and the division chair within ten (10) contractual days after their receipt of the complaint to discuss the complaint informally and, if possible, to resolve it.
  - iii. Such meeting shall normally take place during the faculty member’s assignment span and shall ordinarily be made in conjunction with any investigation of the complaint.
  - iv. The faculty member shall be given the opportunity to provide a written response to the Formal Complaint.
  - v. No disciplinary action of any type shall be considered as a result of the complaint unless it has been reduced to writing, dated, and signed by the complainant (as noted in [Article V, Section S](#) (3)(a) above) and presented to the affected employee by the appropriate instructional dean prior to any such disciplinary action.
  - vi. If written disciplinary action is deemed necessary by the appropriate instructional dean following such meeting(s), the Dean shall proceed in accordance with [Article IV, Section I](#) regarding personnel records.
- c. Non-Resolution
  - i. In the event the complaint cannot be resolved by the appropriate instructional dean or conditions of the written disciplinary action are not met, the complaint shall be directed to the Vice President of Instruction.
  - ii. The Vice President of Instruction shall review the Formal Written Complaint submitted, the written response from the faculty member (as allowed in iv. above), and a written record of the attempts at resolution prepared by the Division Chairperson in coordination with the Dean.

- iii. If written disciplinary action is deemed necessary by the Vice President of Instruction, following such meeting(s), the Vice President of Instruction shall proceed in accordance with [Article IV, Section I](#) regarding personnel records.
  - iv. If no written disciplinary action is deemed necessary, the Vice President of Instruction shall document the complaint for compliance purposes and dispose of the record at the conclusion of the quarter in which the college believes the complaint has been resolved.
- 5. Human Resources Resolution
  - a. If the complaint is of a nature requiring the College to respond (e.g. Title IX, discrimination complaint including sexual harassment, hostile work environment, ethics, and other complaints that the Employer believes requires immediate action), it will be directed to the Senior Director of Human Resources and Legal Affairs or their designee for handling in a timely manner.
  - b. The appropriate administrator shall notify the faculty member and the Agent within twenty-one (21) calendar days of the date the complaint was received by the Human Resources.
- 6. Disciplinary Action
  - a. Except in the case of a Title IX complaint, no disciplinary action of any type shall result from a complaint unless the complaint has been reduced to writing, dated and signed by the complainant, and presented to the affected employee by the appropriate instructional dean prior to any such disciplinary action.
- 7. Union Representation
  - a. It is understood that any faculty member may request the presence and consultation of a representative of the Union at any and all meetings regarding complaints.
- 8. Exemptions
  - a. Exempted from these provisions shall be applications of the college's Nondiscrimination Policies, which will be referred directly to the Senior Director of Human Resources.

## **ARTICLE VI: ADJUNCT FACULTY**

### **Section A: Job Description for Adjunct Faculty**

- 1. Basic Function
  - a. The instructor's primary function is to teach students and help them to meet their educational goals.
  - b. Additionally, instructors foster a professional, equitable, anti-racist, and culturally inclusive environment, which is conducive to learning and demonstrates an awareness of the experiences and needs of the current student population.

- c. The instructor's secondary function is to facilitate appropriate operational policies and procedures of the institution.
  - d. The instructor will communicate and work collaboratively with the Division, Department Lead, Division Chairperson, and dean.
2. Specific Function Relating to Instruction and Learning
- a. To teach courses in accordance with approved course descriptions and outcomes, and with class syllabi developed by individual instructors and in accordance with approved syllabus policy.
  - b. To assist students by making appropriate use of any or all services, facilities, materials and methods available for enhancing the learning process.
  - c. To be accessible to students, in-person or remotely, at a mutually agreeable time.
  - d. To maintain one's knowledge and professional skills in one's discipline.
  - e. To participate in periodic review of the individual instructor's effectiveness and accomplishments.
  - f. All instructional policies applicable to the full-time contracted faculty shall apply to the adjunct faculty who may, at their discretion, participate in all instructional activities and in the determination of divisional and College policy.
    - i. See [Article IV Section Q](#) "Extra Duties or Activities" for details.
3. Institutional Relationships
- a. In no instance shall adjunct faculty be expected to perform committee work on various standing and ad hoc College committees but may be invited to do so.
    - i. See [Article IV Section Q](#) "Extra Duties or Activities" for details.
  - b. To assist the college, when it is reasonable to do so, in monitoring the maintenance and safekeeping of college supplies and equipment as assigned to the instructor and as related to his or her instructional area/or assignment.
  - c. To participate, when possible and reasonable to do so, in compensated new faculty orientation.
    - i. See [Article IV Section Q](#) "Extra Duties or Activities" for details.
  - d. To support student awareness of, access to, and use of various college programs, student and academic support services to support student persistence and completion.

## **Section B: Selection of Adjunct Faculty**

- 1. Non-Conference of Tenure Rights
  - a. Nothing herein shall be construed to confer tenure rights and privileges to adjunct faculty members.
- 2. Adjunct Faculty Job Descriptions

- a. A job description for the position shall be written and recommended by the division chair and appropriate dean, who shall submit it to the Vice President of Instruction and the Office of Human Resources.
3. Affirmative Action Recruitment
  - a. When adjunct faculty positions are advertised, the Office of Human Resources may be notified to assist with affirmative action recruitment.
  - b. The college will make every attempt to recruit qualified minority applicants for all adjunct positions.
4. Targeted Recruitment
  - a. Periodically the Office of Human Resources will conduct targeted recruitment for all adjunct faculty positions to develop a diverse pool of applicants.
  - b. The applications will be forwarded to each department for review and consideration.
5. Applicant Review, Interviews, and Recommendations
  - a. The division chair or their designee and at least one other member of the division and the appropriate dean will review pertinent applications and credentials, conduct interviews, and submit recommendation to the Vice President of Instruction or designee for final selection.
6. Adjunct Hires
  - a. Applicants who are hired as adjunct faculty will be given a copy of the Negotiated Agreement and informed of the conditions of employment.
  - b. The United Faculty President will receive a list of all currently employed adjunct faculty before the end of the sixth week of each quarter.

## **Section C: Emergency Hiring**

1. In the event of emergency hiring requirements, and with the authorization of the Office of Human Resources, exceptions to the procedures outlined in this section may be made to fill the position for up to one quarter.

## **Section D: Evaluation**

1. First Two Quarters of Employment
  - a. The adjunct faculty member will be observed in the classroom by the Division Chairperson or designee and the dean.
    - i. The dean and the chair will coordinate with the adjunct faculty member to schedule the observations.
    - ii. Every effort will be made between the dean and the Division Chairperson or designee to coordinate one observation in the first quarter.
  - b. The reviewer must be available to meet with the adjunct faculty member to discuss the classroom observation within the quarter in which the observation was conducted.

- c. The dean or designee will coordinate and track student feedback.
2. Post File Review
- a. Once every two years, adjunct faculty in the Adjunct Faculty Employment File will participate in a post-file review.
  - b. Each quarter the office of the dean will inform the division chair which adjunct faculty are due for a post-file review.
  - c. Each program or division will develop a review process that includes two of the following items:
    - i. A classroom/lab/clinical observation.
    - ii. A review of curriculum (syllabi and major course documents).
    - iii. Self-evaluation
    - iv. Observation of another faculty member.
    - v. A report on how culturally responsive pedagogy has been implemented into curriculum and instruction.
      - 1. If the above report is not included in the review process, then divisions, programs, and adjunct faculty are encouraged to address high-impact and culturally responsive teaching practices through the elements that are included.
  - d. At a minimum, student feedback shall be conducted each evaluation year after the first quarter of employment, coordinated through the office of the dean.
    - i. Adjunct faculty members are encouraged to collect student feedback each year for the purpose of their own review and uses.
  - e. If steps in the review process are missed due to no fault of the adjunct faculty member, their file status will not be affected.
3. Annual Review: Non-File Adjunct Faculty
- a. Once every year, adjunct faculty members who are not in the Adjunct Faculty Employment File will participate in a review.
  - b. Each quarter the office of the dean will inform the division chair which adjunct faculty are due for annual review.
  - c. In consultation with the program director, division chair or designee, the adjunct faculty member will decide on one of, but not limited to, the following:
    - i. A classroom/lab/clinical observation.
    - ii. A review of curriculum (syllabi and major course documents).
    - iii. Self-evaluation
    - iv. Observation of another faculty member.
    - v. A report on how culturally responsive pedagogy has been implemented into curriculum and instruction.



1. If the above report is not included in the review process, then divisions, programs, and adjunct faculty are encouraged to address high-impact and culturally responsive teaching practices through the elements that are included.
      - d. Student feedback shall be conducted each evaluation year after the first quarter of employment.
        - i. Adjunct faculty members are encouraged to collect student feedback each year for the purpose of their own review and uses.
      - e. If steps in the review process are missed due to no fault of the adjunct faculty member, then no disciplinary action will be taken against the adjunct faculty member.
4. Student Feedback
  - a. Student feedback will be collected according to program/department practices as determined within stated division policies.
  - b. Adjunct Faculty, in consultation with their division and/or program, may select from the student feedback options approved by the Vice President of Instruction and Instructional Council.
5. Class Observations
  - a. Class observations shall be conducted by the dean, division chair, or a designated faculty member of the same division.
6. Distribution of Reports to Faculty
  - a. The adjunct faculty member will receive a copy of all observation and student feedback reports.
  - b. If necessary, the division chair and/or the designee of the division chair will meet with the faculty member to discuss the reports.
  - c. At the discretion of the chair or their designee, the dean may be included in this meeting.
7. Report Disposition
  - a. All observation reports and student feedback (summaries and raw data) will be kept on file by the dean.
  - b. After review of this documentation by the division chair and the dean, the raw data student feedback will be destroyed.
  - c. Summaries and observation reports will be kept on file for a period of three years.

## **Section E: Placement in the Adjunct Faculty Employment File**

1. Stipulations
  - a. The Office of Human Resources shall maintain the Adjunct Faculty Employment File.

- b. Nothing in the placement process is to be considered a guaranteed offer of continued employment.
- 2. Request for Consideration
  - a. To be considered for the Adjunct Faculty Employment File, an adjunct faculty member must submit a written request for File Evaluation to the Division Chairperson and the Dean of the division by the seventh week of the quarter.
  - b. A reminder to adjunct faculty will be sent out by the fifth week of the quarter during fall, winter, and spring quarters.
- 3. Acknowledgement
  - a. The Dean shall provide written acknowledgement of the request not more than 20 days from the date the request is submitted.
- 4. Process Initiation
  - a. The review process for placement in the Adjunct Faculty Employment File shall begin the quarter after (excepting summer) the adjunct faculty member submits a written request as noted in E., 2. above.
    - i. In the event an adjunct faculty member makes the request for consideration in the spring quarter, the process will begin in the following fall quarter.
- 5. Review Period
  - a. For placement in the Adjunct Faculty Employment File, the review process will take place for a period of five quarters during fall, winter, and/or spring quarters.
  - b. Summer quarters are excluded from evaluation.
  - c. Clustered and sequenced courses may be considered together at the discretion of the division.
- 6. Timely Execution of Review Process
  - a. The dean shall monitor the progress of the review process and ensure that the provisions of this section are carried out in a timely manner.
  - b. If steps in the process are missed or the process is not initiated in a timely manner by the College, the adjunct faculty member's eligibility for a file vote will not be affected.
  - c. In cases where the review process was incomplete for a quarter, the adjunct faculty member will not be required to make up the missing elements of that quarter.
  - d. If more than one quarter's worth of material is missing when a file vote is due, the adjunct faculty member will notify the dean if they want to extend the process for one quarter to produce additional material.
- 7. Automatic Admittance and Appeal
  - a. If the adjunct faculty member is assigned classes in the seventh quarter after the requested initiation of the file process, they will automatically be entered in the Adjunct Faculty Employment File regardless of the occurrence of a file vote.

- b. If an adjunct faculty member feels that a decision about admission into the employment file was based on incomplete information not performed during the administration of the process, then the adjunct faculty member can appeal the decision to the Vice President of Instruction's office.
- 8. Adjunct Faculty Mentor
  - a. Prior to the start of the review period, in consultation with the Division Chairperson and/or Faculty Department Lead, the Dean will assign a mentor (from within the division) to the adjunct faculty member beginning the review process.
  - b. The new adjunct faculty member, the mentor, the division chair and/or faculty department lead, and the dean will have a kickoff meeting for the sake of introductions.
  - c. The roles and process will be explained/reviewed during this meeting.
- 9. Mentor Duties
  - a. The mentor will meet quarterly to review the progress of the adjunct faculty member.
  - b. The mentor may observe the adjunct faculty member's courses upon invitation of the adjunct faculty member, but the mentor shall not provide the formal classroom observation.
- 10. Additional Documentation
  - a. An adjunct faculty member may, but is not required to, submit quarterly statements for consideration in the evaluation process.
  - b. These statements shall address how the adjunct faculty member has incorporated information from classroom observations and student evaluations to strive for continuous improvement.
  - c. Additionally, the adjunct faculty member may reflect on their knowledge of Green River College by discussing items such as:
    - i. Student Support Services
    - ii. Academic Support Services
    - iii. Divisional Resources
    - iv. Student Advising Tools
    - v. Red Flag System
    - vi. Review of Approved Course Outlines
- 11. Disposition of Additional Documentation
  - a. If submitted, documents referenced in Section E, 10 above shall be made an official part of the adjunct faculty member's personnel file.
- 12. Review Process Quarter 1 (the quarter following the request to be considered for the Adjunct Faculty Employment File).
  - a. The adjunct faculty member will be observed in the classroom by the Division Chairperson or designee.

- i. The reviewer must be available to meet with the adjunct faculty member to discuss the classroom observation within the quarter in which the observation was conducted.
    - b. The adjunct faculty member will be observed in the classroom by the Dean unless the observation occurred in the prior quarter.
      - i. The reviewer must be available to meet with the adjunct faculty member to discuss the classroom evaluation within the quarter in which the observation was conducted.
    - c. The dean or designee will facilitate collection of student feedback or will arrange to have them completed online.
13. Review Process Quarter 2
- a. The dean or designee will facilitate collection of student feedback or arrange for student feedback to be completed.
  - b. If a new course or class cluster is being taught, the Dean or designee may conduct another classroom observation.
  - c. The mentor will meet with the adjunct faculty member to discuss the prior quarter Student Evaluations by the fifth week of the quarter.
    - i. A record of this meeting shall be submitted to the Dean.
14. Review Process Quarter 3
- a. In consultation with their mentor, the adjunct faculty member will conduct a non-evaluative peer observation of another faculty member within the division.
  - b. The adjunct faculty member will submit to the Dean a written reflection on the adjunct faculty member's observations, student feedback, and peer observations including identification of areas of growth, with particular attention given to inclusive pedagogy and high-impact teaching practices.
  - c. Prior to the conclusion of the quarter, the Dean will set up a meeting with the division chair, the mentor, and the adjunct faculty member to discuss the adjunct faculty member's progress through the file evaluation process.
  - d. Additional student feedback may be collected based on the adjunct faculty member's teaching assignments.
  - e. The mentor will meet with the adjunct faculty member to discuss the prior quarter Student Evaluations by the fifth week of the quarter.
    - i. A record of this meeting shall be submitted to the Dean.
15. Review Process Quarter 4
- a. The adjunct faculty member shall submit to the Dean by the third week of the quarter any classes for which the adjunct faculty member wants to be considered for in-file status.

- b. The Division Chairperson or designee will conduct one or more classroom observations depending on, and by agreement, adjunct faculty member's desired file status.
  - c. The Dean or designee will facilitate collection of student feedback.
  - d. The mentor will meet with the adjunct faculty member to discuss the prior quarter student feedback, if any were conducted, by the fifth week of the quarter.
    - i. A record of this meeting shall be submitted to the Dean.
16. Review Process Quarter 5
- a. The mentor will meet with the adjunct faculty member to discuss the prior quarter Student feedback by the second week of the quarter.
    - i. A record of this meeting shall be submitted to the Dean.
  - b. By the end of the third week of the quarter, the Division shall consider information provided by the Mentor, Faculty Department Lead and/or Division Chairperson, and Dean regarding the adjunct faculty member.
  - c. The Division will recommend to the Dean whether or not the adjunct faculty member should be placed in the file and for which courses the adjunct faculty member should be placed in the file.
  - d. Placement in the file will be restricted to courses taught and evaluated or courses clustered or in sequence with those taught and evaluated.
  - e. Determination by the Dean must be made no later than 10 days after receipt of recommendation.
  - f. The Dean shall inform Human Resources, the Division Chairperson and/or Department Lead, the Vice President of Instruction, and the adjunct faculty member.
17. Document Disposition
- a. All documents used in the evaluation process, including observation reports, student evaluations and the final recommendations will be kept on file by the dean.
  - b. Student evaluations and observation reports will be kept on file for a period of three years or until the adjunct faculty member completes the Adjunct Faculty Employment File process.
18. Student Feedback
- a. Student feedback will be compiled by a member of the college administration or a designee.
  - b. A copy of the feedback reports will be forwarded to the mentor, dean and the adjunct faculty member.
19. Declination to Schedule
- a. The division may decline to schedule an adjunct faculty member to a class if the adjunct faculty member is not in the Adjunct Faculty Employment File after attempting evaluation and placement.
20. Reconsideration for Adjunct Faculty Employment File

- a. If an adjunct faculty member is not placed in the Adjunct Faculty Employment File, the adjunct faculty member may notify the division chair and the Dean of an intent to reapply for the Adjunct Faculty Employment File.
  - b. The reconsideration shall consist of repeating quarters one and two (of the evaluation process (as described in [Section E](#), 12 and 13 above) which includes observations, student evaluations, a meeting with the dean, a recommendation by the division, and a decision by the dean as described above.
21. Consideration for a New Course
- a. The consideration for a new course shall consist of the peer observations and student feedback for the new courses in quarters one and two of the evaluation process (as described in [Section E](#), 12 and 13 above), a recommendation by the division, and a decision by the dean as described above.
  - b. The dean will check-in with the adjunct at the start of this shortened process.

## **Section F: Removal from the Adjunct Faculty Employment File**

1. The name of an adjunct faculty member shall be removed from the adjunct faculty employment file:
  - a. upon the request of the adjunct faculty member, or
  - b. when the adjunct faculty member fails to accept three (3) consecutive contract offers, or
  - c. when the adjunct faculty member is not employed for three consecutive quarters (excluding summer), or
  - d. when the adjunct faculty member is terminated for cause per [Section L](#) below.

## **Section G: File Application Waiver**

1. If a person whose name was in the adjunct faculty employment file reapplies and is granted a temporary employment contract, the division and the appropriate administrator jointly may elect to waive the evaluation procedure.

## **Section H: Existing Adjunct Faculty Employment File**

1. Any faculty member in the adjunct faculty employment file on the date that this agreement is signed will continue to be in the file and subject to review as defined in Section D, 2 above.

## **Section I: Associate Faculty**

1. Definition

- a. Associate Faculty members are quarterly-contracted faculty members who have the added job responsibilities of attending approximately 15 hours per quarter (Fall, Winter, Spring) of department and/or division meetings and in-service activities.
    - i. See [Appendix C, Section 12](#) for additional information.
  - b. Associate Faculty members are paid at Step F (indicated in [Appendix B](#)) for as long as they maintain the status and responsibilities of an Associate Faculty member.
  - c. Associate Faculty members are neither tenured, tenure-track, nor on a temporary full-time contract.
  - d. Associate Faculty members have priority hiring over other Adjunct Faculty.
    - i. Course assignments will take the Associate Faculty member's service obligations into consideration and otherwise follow established adjunct assignment practices as outlined in division policies.
  - e. Associate Faculty appointments carry no promise or expectation of continued employment.
2. Associate Faculty Eligibility and Approval
- a. To be eligible for an Associate Faculty position, an adjunct faculty member will preferably have completed the Adjunct Faculty Employment File (AFEf) process and preference will be given to adjunct faculty members at Step E of the Adjunct Faculty Salary Schedule.
    - i. Adjunct faculty who have not completed the AFEf process may be considered with the support of program, department or division leadership.
  - b. In the first academic year of this CBA, fifty (50) Associate Faculty positions will be made available.
    - i. Additional positions may be added either through CBA bargaining or through recommendation by the Instructional Council to the Vice President of Instruction.
  - c. Eligible adjunct faculty members may apply for open Associate Faculty positions through the process announced by the Office of the Vice President of Instruction.
    - i. The application process and deadline will be announced by the end of the first full week of Fall quarter classes.
  - d. In consultation with the Instructional Council, the Vice President of Instruction will determine the appropriate distribution of Associate Faculty positions to divisions and departments, taking the following into account (order does not indicate priority):
    - i. The proportion of total adjunct faculty FTEf in each division.
    - ii. The proportion of total associate faculty applications from each division.
    - iii. Ratio of FT/adjunct faculty within applicant departments/divisions.
    - iv. Number of distinct departments within a division.
    - v. Number of adjunct faculty members within a division.

- vi. Seniority of associate faculty applicants.
  - e. If, within a division, applications exceed the number of positions available after the VPI has determined distribution, the division will recommend approval of applicants based on departmental distribution and seniority within the division.
  - f. Final approval of associate faculty applications will be made by the Vice President of Instruction.
  - g. Once applicants are approved to move to the Associate Faculty Level (and Step F in [Appendix B](#)), they will stay at the level until they opt to return to Step E or are removed from Associate status for cause.
  - h. Once approved in Fall quarter, Associate faculty may opt to begin fulfilling Associate service responsibilities for the remainder of Fall quarter for a pro-rated service stipend (see [Appendix C, Section 12](#) for additional information).
3. Associate Faculty Workload
- a. Once the 15 hours has been completed during a quarter, the Associate Faculty member will submit to their dean a form provided by the dean that describes the following:
    - i. the number of hours completed and
    - ii. a brief description of the work accomplished.
  - b. The purpose is to learn more about the range of work that Associate Faculty complete and to assess workload information.
4. Replacing Associate Faculty Positions
- a. If an Associate Faculty position is vacated, the position will become available for application by eligible adjunct faculty members the following Fall quarter.
  - b. A position that has been held within a certain division for less than two academic years will stay within that area if there are eligible adjunct faculty members within that division.
  - c. Vacated positions that have been held within a certain division for three academic years or more will be filled using the process in [Section J](#), 2 above.
5. Associate Faculty Service and Project Pay
- a. See [Appendix C, Section 12](#) for details.

## Section J: Assignment of Adjunct Faculty

1. Criteria for Assignment
- a. The division chair in consultation with the division shall coordinate and recommend assignments of adjunct faculty members to the dean.
  - b. Eligible faculty from the adjunct faculty employment file shall be assigned to available classes before adjunct faculty outside the file are assigned to classes.
  - c. Assignments will be made fairly and equitably considering academic preparation, teaching experience and other preferences such as seniority.



## 2. Teaching Load

- a. Eligible adjunct faculty whose primary function is classroom instruction may receive assignments of up to “15/9ths” meaning that an adjunct faculty member may teach up to five (5) five-credit courses during each quarter.
- b. Assignments beyond 4/3 per quarter shall be based upon programmatic need.
- c. Assignment of courses is subject to class availability.
- d. The dean shall make the final decision regarding class assignments while giving consideration to as noted in [Section J](#), 1 above.

## 3. Exceptions

- a. Exceptions to teaching load shall be made only by the College President with notification of the Agent.
- b. Exceptions are limited to two (2) full-time academic years in succession.
- c. Before the exception can be applied again, there must be at least a two (2) quarter break (excluding summer).
- d. During the break, the faculty member may teach up to the amount listed in Subsection 2 above.
- e. Reasons for exception shall include, but not be limited to:
  - i. Replacement of full-time faculty on leave.
  - ii. Special programs.
  - iii. Emergency situations such as illness or the untimely resignation of another scheduled faculty member.

# Section K: Contract Cancellation

## 1. Provisions

- a. An adjunct faculty member's quarterly contract may be cancelled if their services are not needed.
- b. Examples of such situations may include, but are not limited to the following:
  - i. There is insufficient enrollment in the class(es) they are contracted to teach.
  - ii. The class(es) they are contracted to teach is (are) needed to make a full load for a tenured faculty member.
  - iii. There is a reduction in program during the period of their contract.

# Section L: Termination of Adjunct Faculty

## 1. Provisions

- a. An adjunct faculty member shall have their employment terminated by the employer if there is a recommendation from the division and/or the appropriate administrator that the adjunct faculty member be terminated and/or removed from the adjunct faculty employment file for cause, based on documented evidence.

- b. If terminated, an adjunct faculty member will be sent a letter indicating the reasons.
- c. Nothing herein shall be construed to confer tenure rights and privileges to adjunct faculty members.

## Section M: Approved Course Outlines

- 1. Provisions
  - a. All adjunct faculty members who teach a regularly scheduled course shall follow the Approved Course Outlines developed for the course and approved by the Vice President of Instruction.
    - i. (See [Article IV, Section E](#), Approved Course Outlines)

## Section N: Adjunct Faculty Sick Leave/Absence from Assignment

- 1. General Provisions
  - a. Part time faculty are responsible for covering course content.
  - b. If a part time faculty member is requesting an extended leave, arrangements must be discussed and approved by the Department Coordinator and the appropriate Division Chairperson.
- 2. Leave Time Submission
  - a. It is the responsibility of each Adjunct faculty member to submit leave within the payroll period the leave time off falls within.
  - b. During the duration of this agreement, leave should be submitted.
- 3. Sick Leave
  - a. Part-time faculty teaching for-credit classes, ABE, or Extended Learning earn sick leave subject to the following provisions:
    - i. A part-time instructor earns sick leave on a monthly basis.
      - 1. The rate of accrual shall be (instructor's percent of full time load) x (8), for each calendar month in which the instructor teaches up to a maximum of 8 hours per month.
    - ii. If a part-time instructor teaches at least two consecutive quarters, sick leave earned during all these quarters will continue to accumulate and be available for use by the instructor until such time the instructor has not been employed as an instructor at GRC for at least 18 calendar months after the last quarter of teaching.
    - iii. Part-time faculty may use sick leave in the same respects as full-time faculty, including illness both personal and within the immediate family, bereavement, emergencies and maternity leave.

- iv. Sick leave for part-time instructors will be used at the rate of one hour of sick leave for each hour of lecture class missed. One hour of sick leave for every two hours of lab class missed.
- v. Part-time faculty can only transfer leave from another college or agency once the College becomes the sole employer.
  - 1. The leave cannot exceed a combined total of 110 hours transferred in.
  - 2. Transfers out will be per the receiving college/agency policy.
- vi. Attendance Incentive Program
  - 1. Part time faculty are eligible for the attendance incentive program described under [RCW 28B.50.553](#).
  - 2. For purposes of the application of this provision, part time faculty must accumulate the equivalent of 60 days of full-time sick leave, or 480 hours to cash out sick leave prior to retirement.
  - 3. Once the minimum of 480 hours is accrued, the eligible part time faculty member can be reimbursed on a 1:4 ratio.
- vii. Full-time faculty are only eligible to accrue sick leave under this provision during quarters in which they are not under a full-time contract.

## Section O: Salary Schedule and Placement

- 1. Initial Placement of Adjunct Faculty
  - a. All adjunct faculty shall be placed on the adjunct faculty salary schedule within thirty (30) days of the beginning of their contractual employment.
  - b. The adjunct faculty salary schedule is found in [Appendix B](#).
- 2. Educational Schedule Placement
  - a. All adjunct faculty shall be placed on the salary schedule in accordance with degrees earned, certificates, and equivalent work experience.
  - b. Instructors will be paid at the bachelor's rate until official transcripts are received showing masters or doctoral degree earned.
  - c. Pay will be adjusted beginning with the period of the current contract when transcripts are received.
- 3. Vertical Experience Placement
  - a. All adjunct faculty members shall be placed on the appropriate salary schedule step in accordance with previous full-time and part-time experience at GRC (three (3) quarters' teaching including summer school shall constitute one (1) step).
- 4. Vertical Step Advancement
  - a. All adjunct faculty shall advance one (1) experience step on the salary schedule after teaching three (3) quarters, including summer quarter.
- 5. Incorrect Placement

- a. Any incorrect placement on the salary schedule due to incomplete data or misrepresentation of data shall be corrected at the time the incorrect placement is brought to the attention of the appropriate administrator.

## **Section P: Adjunct Faculty Office Schedule**

1. Provisions
  - a. The Salary Schedule in Appendix B includes payment for outside class preparation, evaluation and meeting with students as needed before or after class to assist them with learning problems associated with course materials.
  - b. The adjunct faculty member shall advise each class and the appropriate administrator when and where he/she will be available for consultation with students.

## **Section Q: Adjunct Faculty Development**

1. Provisions
  - a. Adjunct faculty who are in the employment file and are currently teaching are eligible to apply for Faculty Development funds. (See [Article VII, Section J](#), Faculty Development Program).

## **Section R: Class Cancellation**

1. Provisions
  - a. Adjunct faculty contracted to teach a class that is canceled fewer than seven calendar days prior to the first class meeting shall be paid one hour's start-up pay from the salary schedule listed in [Appendix B](#).

## **Section S: Other Articles of Interest**

Below is a listing of other articles of importance that apply to adjunct faculty:

1. [Article I: Recognition](#)
2. [Article II: Definitions](#)
3. [Article IV: Divisional and Institutional Operations](#)
4. [Article V: Terms of Employment](#)
5. [Article VII: Leaves and Faculty Development](#)
6. [Article VIII: Compensation and Benefits](#)
7. [Article XI: Grievance Procedure](#)
8. [Article XV: Agent Rights and Privileges](#)
9. [Article XVI: Academic Freedom, Faculty Rights, and Intellectual Property](#)
10. [Article XVII: Scope of Agreement](#)
11. [Article XVIII: Duration](#)
12. [Appendix B: Adjunct Faculty Salary Schedule](#)

13. [Appendix C: Faculty Premium Rates](#)
14. [Appendix E: In-Service Credit Computation Schedule for Faculty Member's Continuing Education](#)
15. [Appendix G: Advising](#)
16. [Appendix J: Position Description and Application Process](#)

## ARTICLE VII: LEAVES AND FACULTY DEVELOPMENT

### Section A: Illness, Injury, Bereavement, Emergency and Personal Day Leave

1. General Provisions
  - a. Each faculty member shall be credited with up to twelve (12) days of sick leave each year to be accumulated at the rate of one (1) day per month. The leave may be used for illness, injury, bereavement, or emergency.
  - b. Emergency or bereavement leave in excess of five days may be granted by the appropriate administrator.
2. Leave Reporting
  - a. All leaves in this section shall be reported on the appropriate forms to the appropriate administrator.
  - b. Whenever possible, faculty members shall give advance notice of intent to take leave.
  - c. Any necessary salary deduction for absences exceeding or not covered by the leave provisions shall be made on the basis of the appropriate number of days or partial days' pay subtracted from the total contracted salary.
3. Definitions
  - a. **Sick leave** is defined as leave taken because of illness or injury of the faculty member or the serious illness or injury of immediate family/household members which require the assistance of the faculty member.
  - b. **Bereavement leave** is defined as leave taken to grieve the death of a member of the immediate family, close relative, or member of the household.
    - i. Bereavement leave may be granted in the event of the death of other persons if approved by the appropriate administrator.
  - c. **Emergency leave** is defined as a period of time during which the faculty member must meet legal, business, religious and/or personal obligations which arise and cannot be arranged on other than contracted days.
    - i. Emergency leave shall exclude attendance at legislative meetings, State Board meetings, lobbying, fund raising and other activities of a political nature.

- d. **Emergency weather leave** is defined as leave occurring when inclement weather conditions prevent a faculty member from coming to work.
  - i. The employee may take emergency weather leave of up to two (2) days per year, non-accumulative.
  - ii. Any additional days shall be made up by performing duties mutually agreed upon by the faculty member and the appropriate administrator; or the faculty member may choose a prorated deduction in annual base pay.
- e. **Personal day.** This leave is intended to be used for reasons of a personal nature.
  - i. Personal leave days are not compensable, not deducted from the faculty member's sick leave, and not carried from one academic year to the next if unused.
  - ii. All faculty shall be granted one personal day each quarter in which they teach, up to a maximum of 3 days per academic year.
  - iii. Full-time faculty (including those who work as adjuncts) will accrue their 3 personal days on July 1 of each academic year.
  - iv. Adjunct faculty will accrue a personal day at the start of each quarter in which they work.
  - v. Use of Personal Days.
    - 1. Leave must be taken in full-day increments.
    - 2. A maximum of two personal leave days may be used in any quarter.
    - 3. These days cannot be carried from one academic year to the next.
    - 4. Faculty will ensure that appropriate measures have been taken to meet course outcomes if any personal days will be taken.
- f. **Shared Leave.** Faculty shall be granted the right to request shared leave donations for leaves related to illness or injury as provided in Section A, 3 above in accordance with State law.

## Section B: Civil Duty Leaves

- 1. General Provisions
  - a. Full-time and adjunct faculty members may be granted leaves of absence for jury duty, to serve as witnesses at trials, or to exercise other civil duties under subpoena.

## Section C: Legislative Leave

- 1. General Provisions
  - a. Faculty members will be granted leaves of absence to attend meetings of legislative or governmental committees for the purpose of giving testimony related to the interests of the College.
  - b. Such leaves will receive prior approval from the administration.

- c. Such leave shall not result in the loss of accumulated leave to the faculty member.

## Section D: Family Leave

### 1. General Provisions

- a. Pursuant to the federal [Family and Medical Leave Act \(FMLA\) of 1993](#), full-time faculty who have worked for the College during the twelve-month period preceding the request for leave and who are otherwise eligible under the Act shall be eligible for up to twelve (12) work- weeks of non-paid leave for a serious personal illness, the birth or adoption of a child, or to care for a spouse, parent, or child with a serious health condition as required by the Act.
  - i. During leave taken under these provisions, the College shall continue to provide the faculty member with medical and dental benefits.
  - ii. Faculty will be reinstated to their positions and other benefits upon return from leave.
  - iii. Requests for family leave should be made through the appropriate administrator to the Office of Human Resources.
  - iv. Any request for family leave must meet criteria established under the Family and Medical Leave Act. Medical certification shall be provided to the Human Resources department on request
  - v. The probationary period for non-tenured academic employees taking family leave will be extended as provided for in [RCW 28B.50.852](#).

### 2. Parental Leave

- a. Any full time faculty member who becomes a parent through birth, adoption or foster care may request parental leave of up to twelve (12) weeks with the provision listed below in 2.d.
- b. Employees in the adjunct faculty employment file who take up to one year's leave from teaching in order to care for a newborn, newly adopted child, or newly placed foster child will be retained in the file with no loss of seniority upon their return to teaching.
- c. Full-time faculty may extend unpaid leave for up to one (1) year to care for a newborn, newly adopted, or newly placed foster child. During this additional leave, the employee shall be allowed to use eight (8) hours per month of accrued sick leave to allow for continuation of benefits as provided by the Public Employees' Benefits Board.
- d. Faculty may use any accrued, unused leave available to cover any or all absences as requested above. In any event, the total request of leave (paid and/or unpaid) may not exceed one year.

## Section E: Military Leave

### 1. General Provisions

- a. Full-time faculty members shall be eligible for military leave of absence for service in the armed forces of the United States.
- b. Military leave shall be granted without salary.
- c. Such leaves shall be in accordance with applicable federal regulations.

## **Section F: Professional Day**

### **1. General Provisions**

- a. At least one (1) professional day shall be provided each quarter, non-accumulative, for full-time tenured, probationary, and adjunct faculty members to participate in approved activity specifically related to the faculty member's work assignment.
- b. Prior approval shall be in accordance with administrative procedure.

## **Section G: Military Training Leave**

### **1. General Provisions**

- a. A faculty member shall be entitled to leave with pay, when necessary, not to exceed fifteen (15) contract days in any one (1) academic year for active duty in the National Guard, Army, Air, Marine, or Naval Reserve Forces of the United States for annual field training or otherwise discharging reserve obligations.
  - i. Such leave shall be arranged at the Employer's convenience, if at all possible.
  - ii. Such leave shall be in addition to any other leave to which faculty members are entitled and shall not result in loss of benefits, privileges, or pay.
  - iii. During military training leave, the faculty member shall receive his/her normal pay. The gross recompense received for such military leave shall be deducted from the faculty member's salary.

## **Section H: Professional Leaves with Pay**

### **1. General Provisions**

- a. Professional leaves with pay shall be granted in accordance with State statute.
- b. Applications will be received from individual full-time faculty by the Faculty Development Committee.
- c. The Committee shall utilize criteria listed under the Faculty Development program in addition to the following for prioritizing their recommendations:
  - i. Retraining for tenured faculty who may need to be wholly or partially reassigned due to program alteration or termination.
  - ii. Acquisition of practical experience through employment or other applications of skills and knowledge related to teaching discipline.

### **2. Procedures for Leaves with Pay**



- a. By the fifth contract day of winter quarter, interested faculty members will submit a plan (on a form provided by the Vice President of Instruction) outlining the purposes of their leaves and explaining their potential for contributing to their effectiveness in their assignments.
  - i. The faculty members will also forward copies of their applications to their division chairs and deans.
  - ii. Final recommendations by the committee will be made by February 1.
- b. At the regular February meeting of the Board of Trustees, the Faculty Development Committee will make a report recommending the recipients of leave for the coming academic year and describing the purposes of each leave.
  - i. In every case, recipients of leave for the coming academic year will be notified of their selection no later than the 25th day of March.
- c. The length of leave shall be no less than one (1) quarter and no more than one (1) academic year.
- d. Unless otherwise approved in advance, a recipient must return to Green River College professional duties for a period of at least one year following the leave granted under this policy, or the recipient may be required to refund the total amount of money received from the College, including all contributions to employee benefits, while on leave.
- e. Faculty members granted leave under this policy will maintain their regular salary standing plus increments and any other faculty benefits which accrue during their leave.
- f. Within one (1) quarter after returning to the College, leave participants will submit a written report to the Faculty Development Committee describing the benefits of the leave to the College and the recipient.
  - i. This report shall be made available to the Board of Trustees.
- g. The recipient of a leave under this policy shall, prior to receiving any funds as salary for such leave, sign a memorandum stipulating understanding and agreement to abide by the provision of the leave as stated in this policy.
- h. In unusual circumstances, a recipient may request an extension of leave without pay not to exceed one (1) academic year.

## **Section I: Faculty Development Pr**

### **1. Purpose**

- a. The purpose of this program is to provide faculty development funds to help faculty defray the expenses of updating and improving their professional and disciplinary knowledges, skills and abilities; to conduct disciplinary research; to help pay for the costs of faculty training opportunities; and of engaging in professional development activities that center diversity, equity and inclusion, including but not limited to the

development of high-impact teaching and learning practices, culturally responsive pedagogies, and the development of other knowledges, skills, and abilities related to educational research in anti-racism and equity.

2. Expenses Funded

- a. Additionally, the program is designed to help fund expenses of:
  - i. Development and improvement of faculty members' expertise in their disciplines and particularly for updating knowledges, skills, and abilities for faculty in disciplines experiencing rapid growth or change.
  - ii. Creating on-campus and/or virtual professional development activities to help other faculty improve teaching and learning, creating more equitable teaching and learning environments, and/or teaching new instructional technologies. These events may include, but are not limited to symposia, summer institutes, workshops, etc.
  - iii. Pursuit of independent projects relating to faculty assignments at the College.
  - iv. Development and presentation of faculty group projects or learning experiences aiding in improving knowledges, skills, and abilities necessary for the faculty member's assignment.
  - v. Attendance at professional conferences at which a faculty member is making a substantive presentation in a workshop or seminar.
  - vi. The committee may also award funds to subsidize the cost of tuition, materials, travel, presenter honorarium, compensation for on campus and/or virtual event participants, and associated costs directly related to the approved faculty member's development program.
  - vii. These funds shall help defray costs associated with sabbatical (See [Article VII Section H](#)).
    1. Faculty members may receive up to 75 percent of full salary while on sabbatical.
    2. For a one-quarter sabbatical, faculty members may receive up to 100% of their pay.

3. Faculty Development Committee Budget

- a. The College shall budget \$191,000 for each fiscal year of this contract to be administered by the Faculty Development Committee.
- b. The Committee shall designate at least \$86,000 to be spent on individual non-leave projects and trainings throughout each year.
- c. The Committee shall prioritize \$30,000 for each fiscal year of this contract to be spent on individual non-leave projects and trainings throughout each year solely for the professional development of adjunct faculty.

- i. Adjunct faculty who meet the following conditions are eligible to apply for the Project and Trainings funding:
  - 1. The adjunct faculty member is currently teaching for the College.
  - 2. The adjunct faculty member has received teaching contracts for at least two quarters, consecutive or non-consecutive.

d. Budget Table

Type of Professional Development	Budget Amount	Notes
<b>Projects and Trainings</b>	\$86,000	This budget is also available to adjunct faculty.
<b>Adjunct Faculty Projects and Trainings</b>	\$30,000	In spring quarter, the committee can opt to move remaining monies to the larger budget to fund other projects, if adjunct applications are insufficient to spend down this Adjunct Faculty Projects and Training budget.
<b>Sabbaticals</b>	\$75,000	All remaining monies after sabbaticals have been approved by the Board of Trustees should be pooled and made available to all faculty.

4. Faculty Development Committee Membership

- a. The committee will consist of one (1) faculty member elected by each division, including IEP, to represent their division. The Vice President of Instruction shall also select one (1) instructional administrator and one (1) other administrator or staff member, both of whom shall represent the Vice President of Instruction.
- b. The faculty and administrative membership of the Faculty Development Committee will be established on a rotating basis.
  - i. The three faculty members serving the longest on the committee will step down to be replaced by members of their respective divisions.
  - ii. From that point on, every year, three new faculty members will be selected onto the committee as the next three most senior members step down.

- iii. The practical implementation of this rotation will be dealt with by the Faculty Development Committee, in consultation with the Labor and Management Committee, if necessary.
  - iv. The instructional administrators will each serve a three-year term with rotating cycles.
    - 1. The first rotation of administrator positions will begin the second year of this contract.
5. Proposal Evaluation and Recommendation
- a. Criteria for evaluating proposals shall include, but not be limited to:
    - i. correspondence between the applicant's plans and the purposes of this policy program,
    - ii. previous leaves,
    - iii. value to the College,
    - iv. professional development in any skills, knowledges and abilities in equity and anti-racist work,
    - v. disciplinary knowledge and/or research in one's field.
  - b. The Committee shall evaluate the applications and recommend the level of funding for each individual.
    - i. If the Committee proposes changes in criteria, the changes shall be consistent with other provisions of this section and shall be submitted to the Agent and the College President for approval.
  - c. The Committee shall recommend group and individual faculty development and leave priorities and expenses to the College President.
  - d. Recipients of grants for individual projects will be notified in advance. Faculty will receive advance notice of group projects.

## Section J: Faculty Training

- 1. General Provisions
  - a. The College shall budget \$4,000.00 for each fiscal year during the life of this contract for the purpose of providing a fund for in-service classes and/or seminars for the faculty.
  - b. A committee consisting of one (1) faculty member elected by each division and up to two (2) administrators selected by the College President, including at least one (1) instructional administrator shall make recommendations and consider proposals for in-service training projects.
  - c. The faculty membership on the Faculty Training Committee will be established on a rotating basis.
    - i. The three members serving longest on the committee will step down to be replaced by members of their respective divisions.

- ii. From that point on, every year, three new faculty members will be elected onto the committee as the next three most senior members step down.
- iii. The practical implementation of this rotation will be dealt with by the Faculty Training Committee, in consultation with the Labor and Management Committee, if necessary.

2. Process

- a. Faculty members making requests shall submit a proposal to the committee including the rationale, number of meetings, number of participants, nature of the class or seminar, cost, suggested starting and ending dates and suggested presenter.
  - i. The Faculty Training Committee may also initiate proposals.
- b. The Faculty Training Committee shall evaluate, prioritize and recommend the level of funding of proposals.
- c. Recipients of funds will receive notification and be responsible for organization of the class or seminar.
- d. The criteria for selecting proposals shall include the potential of the course or seminar for:
  - i. Improving teaching or learning.
  - ii. Enhancing interpersonal relationships with students or other staff.
  - iii. Teaching new instructional methodology.

## **Section K: Professional Leave Without Pay and Reduction of Workload**

1. General Provisions

- a. Full-time academic employees shall be eligible to apply for professional leaves in the following instances without salary or other employee benefits except as authorized by the Board of Trustees:
  - i. Professional improvement through advanced study.
  - ii. Professional consulting activities.
  - iii. Foreign exchange teaching except for positions in countries where reciprocal salary arrangements exist, providing that such teaching may be used as experience credit for salary advancement on the approved salary schedule.
  - iv. Exchange teaching within the United States, providing that such teaching may be used as experience credit for salary advancement on the approved salary schedule.
  - v. Government service other than teaching, provided that such service is directly related to the employee's job description and contributes to the advancement of professional knowledge and skill.

- vi. Professional improvement through study of actual conditions in business or industry as an employee or intern.
- vii. Preparation for retirement.
- viii. Health considerations.
- ix. Parental leave: to care for newborn or newly adopted child or children. (See Article VII, Section D, Family Leave)

2. Application Process

- a. Employees may apply for professional leave without pay or a reduced workload for one (1), two (2) or three (3) quarters.
- b. Application shall be made in writing to the appropriate administrator by the fourth (4th) week of the quarter (excluding summer) preceding the leave or reduced workload.
- c. Copies of the application shall be sent to the division chairperson.
- d. The application will give details of the proposed leave or reduced workload.
- e. The Vice President of Instruction will forward a recommendation to the President who will make a decision within one (1) month following receipt of the request in the Vice President of Instruction's office.
- f. If during the period of leave or reduced workload the employee decides to resign the position, the employee shall so notify the President ninety (90) days prior to the expiration of leave.
- g. If the duration of the leave or reduced workload is for spring quarter only, the notification date for resignation shall be thirty (30) days prior to the expiration of the leave or reduced workload.
- h. Appropriate proration shall be made in accordance with State law (e.g., salary benefits).

## Section L: Continuing Education Improvement

1. General Provisions

- a. Professional employees are encouraged to participate in continuing education activities and to maintain certification requirements.
  - i. Continuing education experiences, provided they are related to the faculty member's instructional assignment and are not repetitious of previously used credits, are appropriate for professional improvement, for advancement on the salary schedule, and/or for certification purposes.
  - ii. Courses taken over five (5) years ago may be retaken to update a faculty member's skills or knowledge with approval of the appropriate administrator.
    - 1. Exceptions may be made to meet vocational certification requirements as specified by appropriate Washington Administrative Codes.
  - iii. Faculty members and their division chairperson (and, as appropriate, their Tenure Review Committee) are urged to jointly develop individualized

continuing education programs for the faculty member's professional advancement with the approval of the appropriate administrator.

## Section M: Faculty Excellence Awards

### 1. General Provisions

- a. The faculty excellence awards were initiated by the Washington State Legislature ([RCW 28B.50](#) and [WAC 131-16-450](#)) and are now supported from endowment funds managed by the Green River Foundation.
- b. These awards will be used to support faculty projects that will promote excellence in teaching and learning.
- c. For the purpose of providing direction to the committee that will administer these funds, excellence in teaching and learning is that which assists students in achieving mastery of identified learning objectives with the highest degree of quality and in the most efficacious manner possible. Instruction is at its best when there is optimal utilization of the time, potential, and resources of the student, the instructor and the institution.
- d. Therefore, excellence in teaching and learning will be improved through funding projects which increase faculty knowledge, and skills and which will enhance a specific instructional environment.

### 2. Committee

- a. A committee of two Foundation board members, four faculty members chosen by the Instructional Council and two administrators chosen by the College President shall review proposals and make recommendations to the President for final selection.
  - i. At least one member of the committee will establish regular communication with the chair of the Faculty Development Committee.
- b. The committee shall develop procedures such as application and final report processes.
- c. The final report from the faculty members who have received grants must show the committee how the objectives of the grant were met.
- d. The funds are intended to support full-time and adjunct faculty.
  - i. Adjunct faculty must be in the adjunct faculty employment file in order to receive these funds.

### 3. Funding

- a. Funds may be provided for the following:
  - i. To support faculty through released time to complete research, to publish, to participate in in-service training, to attend conferences, to travel, to disseminate exemplary projects, to pay expenses associated with the holder's program area, and/or to conduct a pilot test directly related to instruction at Green River College.

1. The proposed activities must be consistent with the mission and scope of the project and these funds will not replace divisional or other institutional funds otherwise used to support similar activities.
  - ii. For equipment relevant to undertaking the project. These funds will not purchase equipment that is normally bought with divisional equipment funds.
  - iii. For the purchase of software or other learning materials relevant to undertaking the project and not normally bought with divisional funds.
  - iv. Other criteria may be developed by the committee and recommended to the college president.
4. Prioritization
  - a. Priority will be given to:
    - i. Projects that promote excellence in teaching and learning as described above.
    - ii. Projects that enhance an education environment used not only by the funded faculty member, but also by other Green River College faculty.
    - iii. Projects that demonstrate collaborations between college departments, local business, government agencies or other educational institutions.
    - iv. Innovative projects that have matching funds from other Green River College and/or non-Green River College sources.
5. Applicants
  - a. Applicants who meet the criteria listed above are encouraged to apply.
  - b. Other applicants are encouraged to seek funding from other sources.
6. Program Intention
  - a. This award program is not intended to duplicate the leave program or cover work that is addressed in the basic job description.
7. Green River Foundation
  - a. The Green River Foundation will decide the amount of funds available for this program.
  - b. The Foundation may use some endowment income to increase growth of the endowment corpus.
  - c. The Foundation will provide quarterly accounting to the committee of all funds in the corpus and in the expendable income categories.
    - i. An accounting means a report of the source, amount and stipulations of existing and new donations to the corpus; the investment income received and its distribution to the funds; and an ongoing update on the expenditure of funds and the reports submitted by those funded.

## **ARTICLE VIII: COMPENSATION AND BENEFITS**

Salary increases shall not exceed the amount or percentage established in the state appropriations act by the legislature as allocated to the Board of Trustees by the State Board for Community and Technical



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

## **Section A: Placement on the Salary Schedule**

1. New Full-Time Faculty Placement
  - a. All new full-time faculty members shall be placed on the salary schedule within thirty (30) days of the beginning of their contractual employment or as soon thereafter as all official transcripts have been received.
    - i. Placement shall also include a statement of credits earned toward the next higher salary lane.
  - b. The Vice President of Instruction and the Senior Director of Human Resources will evaluate teaching experience, work experience and educational preparation for initial placement on the salary schedule based on guidelines established for this purpose.
2. Request for Placement Review
  - a. At the new faculty member's request and expense, a copy of employment information (work experience, educational credits, degrees and certificates earned) shall be made available to the Agent within thirty (30) days of the beginning of employment for purposes of review.
  - b. If a review is desired, the Agent must notify the Vice President of Instruction within 45 days of the beginning of employment of the new faculty member.
3. Initial Educational Credit Placement (Full-time Faculty)
  - a. Credit placement is determined by the appropriate instructional administrator and the Senior Director of Human Resources after an analysis of the faculty member's credential or training record.
  - b. All earned college credits, or other approved credits, up to a maximum of 375, are recognized for salary placement during the academic year 2021-2022.
  - c. For the academic year 2022-2023, the maximum credits recognized for salary placement will be 390.
    - i. See [Appendix A](#) for specific details.
4. Professional and Technical Instructors
  - a. Salary placement for professional and technical instructors will be made in accordance with [Appendix D](#).
5. Full-Time Teaching Experience Definition
  - a. Full-time teaching experience is defined as the equivalent of three (3) quarters' teaching including summer school at full-time load.
6. Exceptions to Placement

- a. For purposes of initial placement, instructors may be placed at a higher level on the salary schedule in instances where the College President determines such exceptions are in the best interest of the college.

## Section B: Movement on Salary Schedule

1. Horizontal Movement
  - a. Horizontal movement on the annual salary schedule will occur for all credits earned during the previous year, including summer.
  - b. Salary increases for credits earned must be applied for and documented by June 30th, and shall be effective for the individual's entire employment contract period.
2. Vertical Movement
  - a. Vertical movement on the annual salary schedule will be at the rate of one (1) level per academic year.
  - b. A level will also be achieved through one (1) year of approved work experience, e.g., return to industry experience on approved leave of absence equated to equal instruction time (see [Professional and Technical Salary Placement and In-Service Credit Advancement, Appendix D](#)).
  - c. Level D is attained the next contract period after tenure.
3. Credit Lane Advancement
  - a. Credits are defined as follows:
    - i. 1 Credit = 1 college credit (quarter credit hour)
    - ii. 1 Credit = 1 in-service professional credit
    - iii. 1 Credit = Ten (10) hours of college authorized in-service teacher training
    - iv. 1 Credit = Ten (10) hours of college authorized teacher training such as specialized training in the furtherance of the individual's assignment.
4. Earning Credits
  - a. Faculty members may earn credits toward advancement on the salary schedule through:
    - i. Any graduate-level course within the faculty members' disciplines or related to their professional development.
    - ii. In-service courses sponsored by the College.
    - iii. All vocational teacher-education courses which apply also for teacher certification purposes or related to their vocational professional development.
    - iv. Courses forming part of a prior-approved degree program.
    - v. Certain other courses and professional activities not listed above, but which relate to the faculty member's area of teaching or improve the teaching ability, may also qualify for credit. These principles apply:

1. Conferences, courses, symposia, or colloquia not covered in items a through d above shall receive in-service credit, upon approval by the appropriate administrator.
  2. Credits for advancement on the annual salary schedule will be granted at the rate of one-half (1/2) credit hour for each five (5) hours or fraction thereof of the conference. Hours are rounded up on the final count to the nearest half-credit value.
  3. Other Credits: Other professional experiences shall be approved for credit by the appropriate administrator upon request of and substantiation by the faculty member.
- vi. In-service credits for committee work will be granted in accordance with the following provisions:
1. Committee defined:
    - a. A group elected, volunteered or appointed, who are recognized by Instructional Council, Vice President of Instruction, College Council, or the President to fulfill a specific College function.
    - b. To be validated for the award of in-service credit, a committee shall select a chairperson, meet for a minimum of ten (10) clock hours per year for each in-service credit, maintain summary minutes, and shall at the completion of its task or the end of the academic year file a report with or forward its recommendation(s) to the appointing authority.
  2. In-service credit for committee service:
    - a. The appointing authority shall, in consultation with the committee chairperson, determine a committee member's eligibility for in-service credit.
  3. It shall be the responsibility of the academic employee to file a request for in-service credit before June 30th of the fiscal year (see [Appendix E: In-Service Credit Computation Schedule for Faculty Member's Continuing Education Experience](#)).

## Section C: Record of Credits

1. Submission of In-Service Credits
  - a. In consultation with the Instructional Council, the process and the technology used for submitting for in-service credits will be provided by the Office of the Vice President of Instruction.
  - b. In order for the credits to be recorded, the following requirements must be met:

- i. Faculty applying for in-service credit must use the technology currently in use at the College for these purposes.
  - ii. In order to be considered for approval for these credits, the following must be submitted:
    - 1. A brief description of the event and/or activity.
    - 2. Number of hours completed.
      - a. Agendas should be submitted, if available.
    - 3. An official proof of completion document.
      - a. This may be an official certificate of completion (e.g. certificate, transcript, etc.) and/or a typed report (one-page maximum).
      - b. The Office of the Vice President of Instruction will provide a form for this report.
    - 4. Faculty will be notified through the electronic system currently in use at the College if the credits have been accepted.
2. Disposition of Records
- a. A record of all credits transmitted shall be permanently maintained in the faculty member's personnel file.
  - b. The Office of Human Resources shall within ten (10) days, send notification to the faculty member when credits are recorded in the personnel file.

## Section D: Insurance

- 1. General Provisions
  - a. Subject to the [Washington State Public Employees Benefit Board](#) regulations, the College shall contribute the maximum monthly rate allowed by State statute.
    - i. The contribution shall apply toward coverage for the faculty member and family under group plans as established by PEBB.
  - b. All insurance shall remain in effect while a faculty member is on any approved leave, as long as the employee meets eligibility requirements consistent with State regulations and continues necessary premiums.
  - c. Liability coverage shall be provided in accordance with applicable State rules and regulations.

## Section E: Teacher Retirement Plans

- 1. General Provisions
  - a. The Board will make available retirement options as provided by Statute and will make maximum contributions thereto.
- 2. Professional Leaves of Absence without Pay

- a. Faculty members who meet eligibility requirements at the time when granted a professional leave of absence without pay may:
    - i. Retain membership in appropriate retirement programs.
    - ii. Retain college fringe benefits by self-paying applicable contributions in full.
      - 1. In such cases, faculty members must complete a Leave Without Pay Continuing Coverage Election Form available from the college Human Resources' Office or the Public Employees Benefit Board in Olympia, WA, and enroll within 60 days of loss of employer–sponsored coverage.
      - 2. The employee must apply for coverage and pay the premiums directly to the PEBB from the first of the month following loss of employer coverage.
3. Retirement Information
- a. Retirement information is available in the Office of Human Resources during normal business hours.

## **Section F: Parking Facilities and Fees**

- 1. General Provisions
  - a. Parking facilities are available to faculty members in staff and student designated areas.
  - b. Permits may be purchased utilizing payroll deduction procedures at the Campus Safety or purchased outright at the Cashier's Office on the currently established fee schedule.
  - c. Three (3) faculty members shall be members of the Parking Board by appointment by the Agent President.

# **ARTICLE IX: TENURE**

## **Section A: Definitions**

- 1. Tenure
  - a. Tenure will be implemented for eligible faculty members in accordance with the provisions of section [RCW 28B.50](#).850-873 as now enacted or hereafter amended.
  - b. The tenure process is administered by the Office of the Vice President of Instruction and general need for administrative clarity or support should be sought from the VPI or the Dean on the committee.
- 2. Tenure Review Committee
  - a. A committee composed of an instructional administrator and three of the tenure-track faculty member's faculty peers, who shall be tenured.
  - b. The faculty peers on the committee shall be subject to UF membership approval as specified herein.
- 3. Tenure Review Advisory Committee (TRAC)

- a. A committee composed of:
  - i. The Vice President of Instruction.
  - ii. Two Instructional Deans who preside over Instructional divisions.
  - iii. Two students, at least one of whom must count towards state FTES.
  - iv. Six tenured faculty members who have served on at least one full tenure committee cycle, two of whom serve as equity representatives.

## **Section B: Procedures of Tenure**

### **1. Overview of Process**

- a. The duly elected bargaining Agent shall hold a vote to approve tenure review committee composition.
  - i. Tenure review committees will provide mentorship, evaluation, and support for the professional goals and growth of tenure-track faculty members.
  - ii. They will make recommendations to the Tenure Review Advisory Committee (TRAC) regarding the continuance of the tenure review process for the tenure-track faculty member and for the granting of tenure.
- b. The Board of Trustees, after giving reasonable consideration to the recommendations of the Tenure Review Advisory Committee and Tenure Review Committee, may grant tenure at any time during the tenure process of nine (9) consecutive quarters, excluding summer quarter and approved leaves of absence.
  - i. Extensions beyond nine quarters shall be handled in accordance with applicable statute.
- c. The Board of Trustees shall forward any reservations regarding the tenure process to the Agent's president.
- d. Evaluation and mentorship established by each Tenure Review Committee shall provide for a fair, balanced, unbiased evaluation of the faculty member's effectiveness in their instructional appointment.
  - i. The processes of evaluation and mentorship shall include student feedback, peer and administrative feedback, and input from the tenure-track faculty member.

## **Section C: Tenure Review Committee**

### **1. Selection of Tenure Review Committee**

- a. A tenure review committee shall be established for each tenure-track faculty member by the 4th week of instruction of the quarter in which the tenure-track faculty member begins faculty duties.

- i. If a faculty vacancy occurs on the tenure review committee for more than one quarter during the term of service, the Agent will hold a special approval vote within four (4) weeks to fill a position after the vacancy occurs.
  - b. Each tenure review committee shall be composed of four (4) members. Three (3) faculty members shall be nominated by the President of the UF for positions 1, 2, and 3.
    - i. Position 1 shall be a division member.
    - ii. Position 2 shall be a UF representative.
    - iii. In Tenure Year 1, the tenure-track faculty member will collaborate with division/department leaders to recommend a faculty member to Position 3 for Tenure Year 1 only (Quarters 1 and 2). Before the start of Tenure Year 2 (Quarter 3), the tenure-track faculty member will recommend a faculty member for Position 3 for the remainder of the tenure process. They may or may not recommend the faculty member who begins the process in Position 3.
    - iv. In consultation with the President of the College, the Vice President of Instruction shall appoint an instructional administrator to Position 4.
  - c. After position nominations are completed, the Agent shall hold a vote of UF members to approve positions 1, 2, and 3. The Agent shall hold a vote for any changes made to tenure committee faculty positions throughout the process. Changes to the administration position shall be made by the Vice President of Instruction.
- 2. Tenure Review Committee Roles
  - a. All representatives on the tenure review committee share responsibility for facilitating and executing the process outlined herein and for providing constructive feedback and mentorship to tenure-track faculty members and helping them learn about College processes and culture.
  - b. Division Representative:
    - i. The division representative is appointed by the division chair, in consultation with the division, and should provide knowledge of and perspective about division culture, program structure, and, ideally, have a reasonable familiarity with program and course content and outcomes.
  - c. United Faculty Representative:
    - i. The UF representative is appointed by the United Faculty President and provides a connection to the UF Board for concerns that may arise about the tenure process stipulated in the contract.
    - ii. The UF rep should make sure they are familiar with the process outlined in the CBA and be prepared to field questions, especially from the tenure-track faculty member, about their rights on the committee and about the steps in the tenure process.
  - d. Tenure-Track Faculty Member Representative:

- i. The tenure-track faculty member chooses a representative.
    - ii. While the faculty member filling this role is equally responsible with other committee members for providing constructive evaluative feedback and mentorship, they also provide advocacy for the tenure-track faculty member in supporting the tenure-track faculty member's voice and understanding in the tenure process.
    - iii. Tenure-track faculty members may seek advice or input from their representative regarding their role and voice at tenure review committee meetings or in responding to feedback and/or guidance from the committee.
    - iv. The representative should help to facilitate openness to the tenure-track faculty member's questions and input regarding the tenure process in general or specific proceedings and activities.
  - e. Administrative Appointed Representative:
    - i. The dean on the tenure committee operates as an equal voice with faculty representatives, but also provides administrative perspective on questions of process, curriculum, and/or service as well as support for committee activity and especially the tenure committee chair.
3. Committee Officer Selection
- a. Any faculty representative serving on a tenure committee may be elected committee chair or committee secretary.
  - b. The Dean will call and lead the first official meeting of the committee until the chair and secretary are elected.
  - c. Best practices recommended by the UF and College are for the Division Representative on the committee to function as its chair and that the Tenure-Track Faculty Member Representative not serve as chair to avoid actual or perceived conflicts of interest.
4. Committee Officer Responsibilities
- a. Tenure Review Committee Chair Responsibilities:
    - i. The chair will be responsible for calling regular meetings every quarter and as needed, setting agendas, organizing the Canvas tenure file, writing quarterly reports, presenting recommendations to the TRAC, and working with the Dean to answer questions that may arise.
    - ii. The Dean will assist or coordinate assistance for the chair in administrative matters such as student feedback administration, meeting schedules, and other administrative or clerical tasks.
  - b. Tenure Review Committee Secretary Responsibilities:
    - i. The secretary responsibilities include taking meeting minutes and supporting the chair in writing and editing reports and managing documents.



- ii. Any topic/feedback/questions regarding tenure should come back to the entire committee for discussion.
- 5. Training/Review of Tenure Review Committees
  - a. The Vice President of Instruction will provide on-going training of all tenure review committee members.
  - b. Training will begin with orientation to the tenure review process in the fifth week of the quarter 1.1.
    - i. Subsequently, tenure review committees will participate in professional development once a year in Fall quarter, including quarter 1.1, relating to their service on a tenure review committee and emphasizing principles of anti-racism, equity, accessibility and methods for inclusive pedagogy, among other topics that may be deemed relevant.
    - ii. Tenure-track faculty members will attend all trainings as well.
  - c. Annually, in Spring Quarter, the Vice President of Instruction will administer a survey of Tenure-track faculty members to provide opportunity to give feedback into and evaluate their tenure process.
    - i. The survey will be anonymized but may request demographic data. Survey results will be shared with the UF President and UF tenure coordinator.
    - ii. A summary of the data will be shared with the TRAC.
  - d. Annually, in Spring Quarter, the Vice President of Instruction will administer a survey of Tenure Review Committee Chairs to provide opportunity to give feedback into and evaluate the efficacy of the tenure process and mechanisms designed to support it.
    - i. The survey will be anonymized but may request demographic data.
    - ii. Survey results will be shared with the UF President and UF tenure coordinator.
    - iii. A summary of the data will be shared with the TRAC.
  - e. Tenure-track faculty members may request an individual meeting with the Vice President of Instruction to discuss persistent concerns about their tenure process.
    - i. If the problems are not resolved, then the Tenure-Track Faculty member may file a complaint regarding their tenure review process with the office of the Vice President of Instruction.

## **Section D: Tenure Review Advisory Committee**

- 1. Selection of Tenure Review Advisory Committee
  - a. The Vice President of Instruction shall serve as a permanent member of the TRAC and appoint two Instructional Deans who preside over instructional divisions to the TRAC.
    - i. Two students, at least one representing state FTES, will be appointed by the ASGRC President.
    - ii. Six faculty seats will be nominated as follows:

1. The President of the UF will nominate two United Faculty representatives.
  2. The IC will nominate two faculty representatives.
  3. IDC will recommend two additional faculty Equity Representatives to the Instructional Council.
- b. The UF and IC will collaborate to ensure representation across instructional areas, notably Transfer, CTE and TSW.
  - c. After faculty position nominations are completed, nominations will be shared with the Vice President of Instruction for feedback.
  - d. After all feedback has been considered, the Agent shall hold a vote of UF members to approve the faculty seats.
2. Tenure Review Advisory Committee Service Commitments
    - a. Deans will serve a minimum of 1 year, but efforts will be made for deans to serve 2 years.
    - b. Faculty will serve on the Tenure Review Advisory Committee for a 3-year cycle, after which they will be replaced by a new nominee.
      - i. The two Faculty equity representatives will serve terms on different cycles.
    - c. Student representatives will serve a minimum 1-year term.
    - d. Faculty members serving on the TRAC may not serve on tenure review committees.
    - e. During the stage of initial implementation:
      - i. Two faculty members will be appointed for 3-year terms;
      - ii. Two will be appointed for 2-year terms;
      - iii. Two will be appointed for a 1-year term;
      - iv. If possible, those serving equivalent terms should represent differently appointed seats.

## **Section E: Changes to Review Committee Assignments**

1. Challenging Tenure Review Committee Membership
  - a. The Tenure Review Advisory Committee shall develop and publish a process through which tenure-track faculty members and/or members of tenure review committees may request review of the continued participation of any member of the tenure review committee member.
2. Challenging Tenure Review Advisory Committee Membership
  - a. The Tenure Review Advisory Committee shall develop and publish a process through which tenure-track faculty members, members of tenure review committees, and/or members of the TRAC may request review of the continued participation of any member of the TRAC member.

- b. At the conclusion of a review of participation, the TRAC will recommend action to the Vice President of Instruction, who shall communicate a final decision to the TRAC and the affected Tenure Review Committee, as needed.
  - i. The TRAC may recommend recusal of the VPI to the College President in exceptional circumstances.

## **Section F: Evaluation and Support Process**

The process for evaluation and support of the tenure-track faculty member will proceed as outlined in the chart below.

1. Yearly Emphasis
  - a. Year 1 will emphasize orientation and identification of goals commensurate with the tenure-track faculty member's teaching philosophy and instructional assignment including work on culturally responsive pedagogies and other high-impact teaching practices.
  - b. Year 2 will emphasize integration into program and college activity and continued honing of teaching philosophy, with professional development to support goals identified by the tenure-track faculty member in collaboration with the Tenure Review Committee.
  - c. Year 3 will emphasize review of progress and identification of post-tenure professional goals to be reviewed during the first post-tenure cycle.

2. Quarterly Timeline

a. For the life of this CBA, this timeline may be reviewed and adjusted by L&M if and when the need arises.

<b>Quarter</b>	<b>Philosophy/ Goals</b>	<b>Classroom Observation</b>	<b>Student Feedback</b>	<b>Curriculum Review</b>	<b>Service &amp; Professional Development</b>	<b>Quarterly Review</b>
<b>Q1</b>	<p>Begin drafting of statement of teaching philosophy and/or goals, to address culturally responsive pedagogies and other high-impact teaching practices.</p> <p>NOTE: Discussion should be reflected in Q1 or Q2 minutes.</p>	<p>Identify and visit a colleague’s class and write a reflective, non-evaluative report. This could include hybrid, and/or online classes.</p>	<p>Feedback from all classes, to be summarized by committee for the tenure file.</p>	N/A	<p>Participate in professional development workshop on culturally responsive pedagogies and other high-impact teaching practices.</p> <p>Identify a committee mentor to begin shadowing in Q2 on one committee or project work.</p> <p>NOTE: Discussion should be reflected in Q1 or Q2 minutes.</p>	<p>TTFM writes reflection/self-evaluation regarding Q1, due by 5<sup>th</sup> day of Q2.</p> <p>Committee writes response by 15<sup>th</sup> day of Q2 quarter.</p>

<i>Quarter</i>	<b>Philosophy/ Goals</b>	<b>Classroom Observation</b>	<b>Student Feedback</b>	<b>Curriculum Review</b>	<b>Service &amp; Professional Development</b>	<b>Quarterly Review</b>
<b>Q2 Reporting Quarter</b>	Finalize and submit annual philosophy/goals statement.  NOTE: Include in Y1 report.	A minimum of two committee member observations  *Dean must do one.  NOTE: One observation must be included in the Y1 report.	Feedback from all classes, to be summarized by committee for the tenure file.  NOTE: Include in Y2 report.	Syllabus Review (all syllabi)  NOTE: Include in Y1 report.  NOTE: Counseling and Library faculty will work together as a to identify appropriate materials.	Shadow the committee mentor on one committee, with end-of-quarter report on activity.  NOTE: Include in Y2 report.	TTFM writes reflection/self-evaluation regarding Q2 quarter, due by 10th day of Q3.  Committee writes response by 20th day of Q3 quarter.  NOTE: Include in Y2 report.
<b>Q3</b>		A minimum of two committee member observations.  Identify and visit a colleague's class and write a reflective, non-evaluative report. This could include hybrid, and/or online classes.	Feedback from all classes, to be summarized by committee for the tenure file.	N/A	Shadow the committee mentor on one committee, with end-of-quarter report on activity.	TTFM writes reflection/self-evaluation regarding quarter. Due by the 10th day of Q4.  Committee writes response by 20th day of Q4.

<i>Quarter</i>	<b>Philosophy/ Goals</b>	<b>Classroom Observation</b>	<b>Student Feedback</b>	<b>Curriculum Review</b>	<b>Service &amp; Professional Development</b>	<b>Quarterly Review</b>
<b>Q4</b>	<p>TTFM submits draft statement of goals and professional development activity to include continued reflection on implementing culturally responsive pedagogies and other high-impact teaching practices.</p> <p>NOTE: Discussion should be reflected in Q1 or Q2 minutes.</p>	<p>A minimum of two committee member observations</p> <p>*Dean must complete a minimum of one in the second year.</p>	<p>Feedback from all classes, to be summarized by committee for the tenure file.</p>	N/A	<p>Participate in professional development workshop on culturally responsive pedagogies and other high-impact teaching practices.</p> <p>Identify and begin service on one college committee or project work, with end-of-quarter report on activity.</p> <p>NOTE: Discussion should be reflected in Q1 or Q2 minutes.</p>	<p>TTFM writes reflection/self-evaluation regarding Q4, due by 5th day of Q5.</p> <p>Committee writes response by 15th day of Q5 quarter.</p>

<i>Quarter</i>	<b>Philosophy/ Goals</b>	<b>Classroom Observation</b>	<b>Student Feedback</b>	<b>Curriculum Review</b>	<b>Service &amp; Professional Development</b>	<b>Quarterly Review</b>
<b>Q5 Reporting Quarter</b>	TTFM submits final statement of Year 2 goals and professional development activity plan.  NOTE: Include in Y2 report.	A minimum of two committee member observations  NOTE: One observation must be included in the Y2 report.	Feedback from all classes, to be summarized by committee for the tenure file.  NOTE: Include in Y3 report.	Content Delivery and Presentation  NOTE: Counseling and Library faculty will work together as a to identify appropriate materials.  NOTE: Include in Y2 report.	Continue service on one college committee or project work, with end-of-quarter report on activity.  NOTE: Include in Y3 report.	TTFM writes reflection/self-evaluation regarding Q5, due by 10th day of Q6.  Committee writes response by 20th day of Q6.  NOTE: Include in Y3 report.
<b>Q6</b>		A minimum of two committee member observations.  Identify and visit a colleague's class and write a reflective, non-evaluative report. This could include hybrid, and/or online classes.	Feedback from all classes, to be summarized by committee for the tenure file.	N/A	Continue service on one college committee or project work, with end-of-quarter report on activity.	TTFM writes reflection/self-evaluation regarding Q6, due by the 10th day of Q7.  Committee writes response by 20th day of Q7.

<i>Quarter</i>	<b>Philosophy/ Goals</b>	<b>Classroom Observation</b>	<b>Student Feedback</b>	<b>Curriculum Review</b>	<b>Service &amp; Professional Development</b>	<b>Quarterly Review</b>
<b>Q7</b>	<p>Draft reflection report on professional development during the tenure process, including the use of culturally responsive pedagogies and other high-impact teaching practices. To be reviewed by committee.</p> <p>Continued professional development goals to be reviewed in post tenure.</p> <p>NOTE: Discussion should be reflected in Q1 or Q2 minutes.</p>	A minimum of one committee member observation.	Feedback from all classes, to be summarized by committee for the tenure file.	<p>Assignments and Assessments</p> <p>NOTE: Counseling and Library faculty will work together as a to identify appropriate materials.</p>	<p>Continue service on one college committee or project work, with end-of-tenure process feedback from chair/leader of committee/project.</p> <p>NOTE: Discussion should be reflected in Q1 or Q2 minutes.</p>	
<b>Q8</b> <i>Reporting Quarter</i>	Finalize teaching philosophy and professional goals statement.	A minimum of one committee member observation.				
<b>Q9</b>	TBD by Final Tenure Action.	TBD by Final Tenure Action.	TBD by Final Tenure Action.	TBD by Final Tenure Action.	TBD by Final Tenure Action.	



### 3. Reporting Timeline

Quarter	
Q1	<ul style="list-style-type: none"> <li>• Nothing is reported to TRAC during Q1.</li> </ul>
Q2	<ul style="list-style-type: none"> <li>• Report to TRAC by the 20th day of Q2               <ul style="list-style-type: none"> <li>○ Include all work except Q2 student feedback and 1 Q2 observation.</li> </ul> </li> <li>• Report to the BOT               <ul style="list-style-type: none"> <li>○ Summary, based on rubric for the process.</li> <li>○ BOT may request materials.</li> </ul> </li> <li>• BOT: Votes on continuation.</li> </ul>
Q3	<ul style="list-style-type: none"> <li>• TRAC reviews TRC work and meets with committee chair and TTFM between the 20th day of the quarter and the end of the quarter.</li> <li>• TRC will submit all materials from Q1 and Q2, including self-evaluation and committee response from Q2.</li> </ul>
Q4	<ul style="list-style-type: none"> <li>• Report to TRAC to include TTFM Q3 self-evaluation and committee response.</li> <li>• TRC and/or TRAC can request a check-in meeting.</li> </ul>
Q5	<ul style="list-style-type: none"> <li>• Report to TRAC by the 20th day of Q5.               <ul style="list-style-type: none"> <li>○ Include all work except Q2 student feedback and 1 Q2 observation.</li> </ul> </li> <li>• Report to the BOT.               <ul style="list-style-type: none"> <li>○ Summary, based on rubric for the process.</li> <li>○ BOT may request materials.</li> </ul> </li> <li>• BOT: Votes on continuation.</li> </ul>
Q6	<ul style="list-style-type: none"> <li>• TRAC reviews TRC work and meets with committee chair and TTFM between the 20<sup>th</sup> day of the quarter and the end of the quarter.</li> <li>• TRC will submit all materials from Q1 through Q5, including self-evaluation and committee response from Q5.</li> </ul>
Q7	<ul style="list-style-type: none"> <li>• Report to TRAC to include TTFM Q6 self-evaluation and committee response.</li> <li>• TRC and/or TRAC can request a check-in meeting.</li> </ul>
Q8	<ul style="list-style-type: none"> <li>• Report to TRAC by the 20th day of Q8.</li> <li>• Report to the BOT.               <ul style="list-style-type: none"> <li>○ Summary, based on rubric for the process.</li> <li>○ BOT may request materials.</li> </ul> </li> <li>• BOT: Votes on tenure.</li> </ul>
Q9	<ul style="list-style-type: none"> <li>• TBD</li> </ul>

## Section G: Tenure Process Artifacts and Activities

The Vice President of Instruction, through collaboration with the Instructional Council, will provide tools and resources to support best practices in implementing and completing the tenure activities outlined below.

While formal decisions and committee discussions should occur at planned Tenure Review Committee meetings, tenure-track faculty members are encouraged to interact with members of their tenure review committees outside formal meetings if they have questions, want to seek feedback, or in the process of completing required activities.

1. Philosophy/Teaching Goals
  - a. Tenure-Track Faculty Members will write an annual statement that shares current teaching philosophy and/or teaching and professional learning goals, with particular attention given to inclusive pedagogy and high-impact teaching practices.
  - b. Faculty Counselors and Librarians can include Service Philosophy as appropriate to their professions.
  - c. Draft statements will be shared with the Tenure Review Committee in Quarter 1, Quarter 4, and Quarter 7 for input and finalization by the TTFM in Quarter 2, Quarter 5, and Quarter 8.
  - d. The first-year statement may include a brief summary of previous teaching experience, in relation to future teaching goals.
  - e. Statements should be approximately 2-4 pages, double-spaced.
2. Non-Evaluative Observation of Other Faculty
  - a. For the purpose of exploring different teaching strategies and methodologies, in quarter one (1), Tenure-Track Faculty Members will observe another faculty member's class.
    - i. Observations should approximate one class period if conducted digitally.
  - b. The Tenure-Track Faculty member will choose, in collaboration with the Tenure Review Committee, who to observe.
    - i. Best practice for observations may include a meeting with the faculty member to be observed in advance of the observation as well as a follow-up meeting to discuss questions and impressions.
  - c. The Tenure Track Faculty Member will write and submit to the Tenure Review Committee a reflection on their observations, focused on ideas and strategies that they may apply to their own teaching practices.
3. Observations by Tenure Review Committee Members
  - a. Throughout the tenure process, Tenure Review Committee members will observe individual class sessions of the Tenure-Track Faculty Member.
    - i. Observations should approximate one, one-hour class period, including digital observations, and should focus on a discrete aspect of the course.

- b. Class sessions to be observed will be chosen by the Tenure-Track Faculty member, in collaboration with the Tenure Review Committee.
    - i. Best practice for observations should include a meeting with the TTFM member in advance of the observation to establish focus, purpose, and context for the class session being observed as well as a follow-up meeting to discuss questions, impressions and recommendations.
  - c. Within the same quarter in which the observation is conducted, the observer will write and submit a report of their observations to the Tenure Review Committee, and the committee will meet to discuss the report by the end of that quarter.
  - d. The observation report must be shared with the Tenure-Track Faculty Member at least 24 hours in advance of the meeting scheduled to discuss the report.
4. Student Feedback
- a. Instructional Council will approve methods for collecting student feedback on academic courses, including student feedback for Library and Counseling Services faculty.
  - b. Student feedback will be collected from all classes taught as part of the Tenure-Track Faculty Member's assigned full-time teaching load.
    - i. For each quarter, the raw data from the student feedback process will be summarized by the committee in a separate document.
    - ii. The summary will highlight key takeaways from narrative and quantitative feedback.
    - iii. Summaries may be presented as narrative summaries and/or make use of bulleted lists.
    - iv. They may also provide quoted material from narrative feedback to demonstrate key points.
  - c. For Library and Counseling Services faculty, the TTFM will work with their Tenure Review Committee to select activities to collect student feedback.
  - d. Tenure-Track Faculty Members may select, in consultation with the committee, from the student feedback options approved by the VPI and Instructional Council for use in the Tenure Review process.
  - e. The same method will be used throughout each respective tenure year, with the possibility for changing methods when a new tenure year begins.
5. Curriculum Materials Review
- a. Each tenure year, the committee will review and give feedback on various aspects of the Tenure-Track Faculty Member's teaching materials and curriculum.
    - i. Year 1: Syllabus Review
    - ii. Year 2: Content Delivery
    - iii. Year 3: Assignments and Assessments

1. Student names must be removed from any marked or graded work included in materials submitted for review.
  - b. In each year, the Tenure-Track Faculty member will work with the Tenure Review committee to identify a sampling of appropriate work, to represent at least two different courses taught by the Tenure-Track Faculty Member, if possible.
  - c. For Library and Counseling Services faculty, the TTFM will work with their Tenure Review Committee to select appropriate materials to review.
  - d. The Tenure Review Committee will identify a member of the committee to conduct the Curriculum and Materials Review and write a report to be submitted to the committee.
  - e. The Curriculum Review report must be shared with the Tenure-Track Faculty member at least 24 hours in advance of the meeting scheduled to discuss the report.
6. Committee/Project Work Report
  - a. Each quarter after Q1, the Tenure-Track Faculty member will write a brief (approximately one page) report of the committee/project work they have identified with the TRC to be included in the tenure process.
  - b. The report will include activity on the committee/project as well as insights or information they have gained from work on the committee or project.
7. Quarterly Self Reflection
  - a. At the end of each quarter, the Tenure-Track Faculty Member will write a reflection on that quarter's activities, focusing on key insights, goals, and/or learning that emerged from their work in the tenure process.
  - b. This may include comments on inclusive and culturally responsive practices.
  - c. Self-reflections will be submitted to the Tenure Review Committee in the beginning of the following quarter and should be approximately two-to-three pages, double-spaced.
8. Quarterly Committee Response
  - a. After the Tenure Review Committee has received the TTFM's quarterly Self-Reflection, the chair of the committee, in consultation with the committee, will write a response that may include commendations, acknowledgement of activity, and suggestions for learning and growth.
  - b. Responses should be approximately two-to-three pages, double-spaced.
  - c. Due dates are specified in the tenure chart.
9. Tenure-Track Faculty Member Response to Committee (Optional)
  - a. The Tenure-Track Faculty Member may write a response to the Tenure Review Committee's response to their Self-Reflection if they see fit.
10. Meeting Minutes
  - a. Each committee will have a secretary who will take minutes of formal tenure meetings.
  - b. These minutes should capture key topics, points of discussion, and all formal actions.

- c. They should include summary and discussion of student feedback, observations, curriculum and material reviews, and other artifacts produced.
11. Service Committee Chair Report Template
- a. The VPI's office will provide a template for Service Committee Chairs to complete. These will be submitted to the Tenure Review Committee by the end of Q7 (3.1).

## **Section H: Correspondence and Other Documentation**

1. Requests for Inclusion
- a. Relevant correspondence and documentation of professional activity may be submitted to the tenure file upon request of the tenure-track faculty member or by unanimous vote of the tenure review committee.

## **Section I: Final Action on Tenure**

1. Tenure Review Advisory Committee
- a. The Tenure Review Advisory Committee will give reasonable consideration to the final recommendations of the tenure review committee.
  - b. If the TRAC disagrees with the recommendation of the tenure review committee, it will hold a meeting with the tenure review committee to discuss all points of disagreement at least one (1) week before making a final recommendation to the Board of Trustees.
  - c. In the event that the disagreement between the Tenure Review Committee and the TRAC cannot be resolved, the Tenure Review Committee may send their recommendation directly to the Board of Trustees for consideration alongside the TRAC's recommendation.
2. Board of Trustees
- a. In reaching its decision as to whether to grant tenure, to extend a tenure-track faculty member's faculty appointment or to deny tenure and not renew the probationary faculty appointment, the Board of Trustees shall give reasonable consideration to the recommendations of the tenure review committee and Tenure Review Advisory Committee.
  - b. If the Board of Trustees disagrees with the recommendation of the tenure review committee and Tenure Review Advisory Committee, the Board shall hold a meeting with the tenure review committee, the VPI, and the faculty co-chair of the TRAC to discuss all points of disagreement at least one (1) week before taking action.
  - c. If the tenure-track faculty member is not to be retained, such action will be taken by the Board of Trustees no later than one (1) complete quarter, excluding summer quarter, before the expiration of the probationary period.
3. Disposition of Records

- a. Upon the granting of tenure or the non-renewal of a contract, all records, correspondence or other written material relating to the evaluation process shall be given to the Office of the Vice President of Instruction, retained for one (1) year and then destroyed or returned to the faculty member unless litigation is potentially pending.
4. Dismissal Prior to Contract Termination
  - a. If the tenure-track faculty member is dismissed prior to the termination of their contract, their case shall be considered by the Hearing Committee in accordance with the laws of the State of Washington and Article XI of this Agreement.

## **Section J: Special Provisions**

1. Current Tenure Committees
  - a. Current tenure committees starting Years 1 and 2 in the 2021-2022 academic year will shift to the new tenure process outlined in this CBA.
  - b. Current tenure committees starting Year 3 in the 2021-2022 academic year will finish the previous tenure process outlined in the CBA signed November 15, 2018.
2. Purpose of Article and Grievance
  - a. It is understood that the purpose of this Article is to provide guidelines regarding the operations of a tenure review committee.
  - b. Nothing in this Article shall be construed to grant to any probationer any rights beyond those specifically established by law.
  - c. The Board of Trustees actions in this Article shall not be subject to the grievance procedures of this contract.
  - d. The Tenure Track Faculty Member's File will only include the items detailed above.

# **ARTICLE X: REVIEW OF TENURED FACULTY**

## **Section A: Implementation**

The Vice President of Instruction shall be responsible for implementing the review of tenured faculty. This section outlines the review of tenured faculty, which shall include post-tenure evaluation plans required for Professional-Technical Certification Competencies. This Article is not subject to the grievance procedure.

## **Section B: Timelines**

1. Frequency
  - a. Every five (5) years, tenured faculty members will participate in a review of their effectiveness in their assignment. This review will provide the opportunity for recognition of effectiveness and, if necessary, the opportunity for remediation.

- b. Faculty who give written notice of intent to retire during or at the end of their evaluation year need not participate in the review.
2. Length of Review
    - a. The formal review will begin fall quarter and conclude at the end of spring quarter of the same academic year.
    - b. Additional evaluation may be required as part of a remedial plan.

## **Section C: Faculty Participants**

Approximately one-fifth (1/5) of the tenured faculty shall be reviewed each year. Faculty members due for review will be notified by the end of the second week of the winter quarter prior to the review.

## **Section D: Review Team Formation**

1. Size of Review Team
  - a. Ordinarily the Review Team will consist of the faculty member being reviewed, the supervising dean, and up to two other faculty members.
  - b. One of the faculty members serving on the review committee will serve as the chair.
2. Selection of Review Team
  - a. After being notified, and during the winter quarter preceding the review year, the faculty member being reviewed shall offer the dean the names of three (3) other tenured faculty members and indicate the number of tenured faculty desired on the review team.
  - b. Along with the names, the faculty member under review will submit a brief rationale for the inclusion of the proposed committee members, both of whom are willing to participate in the review.
  - c. Faculty members being reviewed may serve on other review committees.
  - d. No faculty members under review shall serve on each other's committees during the same year.
  - e. Faculty members on the Labor and Management Committee shall not serve on any Review Teams.
3. Appeals
  - a. If faculty members feel they would not be fairly evaluated by the supervising dean, they may appeal immediately to the Labor and Management Committee, which will offer another administrator's name to the Vice President of Instruction for consideration.
  - b. The supervising dean may request that the Labor and Management Committee offer the name of another tenured faculty member who is willing to participate in the review.
4. Training

- a. The Review Team, including the faculty member being reviewed, shall attend a training session developed by the Vice President of Instruction in the spring quarter prior to the commencement of the Review Process.

## Section E: Oversight

1. Labor and Management Committee
  - a. The Labor and Management Committee (see [Article XV, Section M](#)) shall provide oversight of the tenure review process.
2. Complaints
  - a. The Labor and Management Committee shall hear any complaints regarding the fairness of the process or findings and make its recommendation to the Vice President of Instruction.
3. Remediation Plan
  - a. Should a remediation plan be required, the Review Team shall work with the Vice President of Instruction in the development of an appropriate plan.
  - b. Any remediation plan will include a schedule for completion and specific remedies to be accomplished.
  - c. The plan will indicate a faculty member assigned as a representative of the Agent who will receive quarterly progress reports and consult with the faculty member in remediation.
  - d. The plan shall be reviewed for consistency by the Labor and Management Committee.
  - e. The plan will also indicate specific resources that are available to the faculty member to complete the plan.
  - f. The plan will be submitted and kept on record in the dean's office and the VPI's office until the end of the next cycle of post tenure review.

## Section F: Review Process

1. Scope of Review
  - a. The review process will evaluate the faculty member's effectiveness in fulfilling the requirements of the faculty member's job description(s) as defined in the negotiated agreement.
2. Review Components
  - a. The review will include the following:
    - i. A consultation with the review committee by the sixth week of the spring quarter prior to initiation of the formal Review Process in which the review committee develops a focus and plan for the review process the following year, guided by the professional development priorities of the faculty member under review and review of professional goals submitted in the previous review cycle.



1. This plan shall include a minimum of the items that follow but should also include any additional activities and opportunities for growth as deemed reasonable and fit.
- ii. A proposed Review Process Plan shall be submitted to the office of the Vice President of Instruction no later than the eighth week of the spring quarter prior to the review year.
  1. The Vice President of Instruction may offer feedback and request plan revisions.
  2. The review process plan must be finalized through agreement of the Vice President of Instruction and review committee by the end of the spring quarter.
- iii. Peer Observations, Visits, or Interviews:
  1. Each team member will conduct a minimum of one observation during the evaluation period, ensuring that there is at least one observation for each teaching modality used by the faculty member.
- iv. Student Feedback:
  1. Recognizing the importance of student input, the chair will gather student feedback through appropriate measures set forth in the training (see [Section D](#) above) and agreed upon by the review committee. In the case of non-teaching faculty, student input or input from appropriate clientele as related to the job description may be collected.
- v. Evaluation Instruments:
  1. The Review Team may use standard evaluation instruments (such as peer observations and student feedback) or may establish other appropriate evaluation instruments in consultation with the faculty member being reviewed.
- vi. Professional and Service Activity Report:
  1. By the third week of fall quarter of the formal review year, the faculty member under review will submit to the review committee a document that lists and/or describes the non-instructional activities of the faculty member since previous review process and includes reflection on the professional and service goals and activities identified in the previous review cycle (if applicable) and/or that have newly developed or been undertaken in the last five years.
- vii. Review Process Reflection:
  1. By the 5th week of spring quarter of the review year, the faculty member being reviewed will write a reflection on non-instructional

activities and professional development and service goals they have identified through the review process.

2. This reflection will include a list of professional and service goals for the next five years and any other requirement under [WAC 131-16-092](#).

viii. Optional Activities:

1. The Review Process Plan designed by the Review Team may also involve activities such as interviews, visits to colleagues' classes and work sites, informal or formal professional development activities such as workshops and conferences, a self-evaluation, activities designed to increase engagement with other college sectors or the community, and other activities agreed upon by the Review Team.

## Section G: Final Action

### 1. Review Summary

- a. Review Team members will develop and submit a summary of their activities and findings, signed by all members, acknowledging the contents of the summary.
- b. This summary will note that the necessary requirements of the process have been met and acknowledge the effectiveness of the faculty member.
- c. This report will be submitted to the Vice President of Instruction no later than the end of the ninth week of spring quarter.

### 2. Disposition

- a. This summary will remain with the VPI's office until the next review is complete.
- b. A copy of the summary report and all documents used in the review, including the observation reports and student evaluation summaries, will be kept on file by the supervising dean for a period of five years or until the faculty member is reviewed again.
- c. The raw data will be destroyed after the committee concludes its work.

### 3. Remediation Plan

- a. If necessary, the Review Team's summary will note that a plan for remediation is being developed or that remedial action is underway.
- b. This plan shall be submitted to the Vice President of Instruction by the end of spring quarter.
- c. The Vice President of Instruction shall inform the Labor and Management Committee of receipt of the plan.

### 4. Remediation Plan Progress Report

- a. By the end of each quarter (excluding summer), the supervising dean shall submit a report to the Vice President of Instruction and the faculty member as to whether or not remediation is effectively underway or has been successfully accomplished.

- b. Further remediation efforts, including plan continuation, shall be the responsibility of the Vice President of Instruction who shall inform the Labor and Management Committee.

## **Section H: Stipends**

1. Reviewers
  - a. Faculty who serve as chair of the Review Team shall receive a stipend of \$300 upon completion of the review process and submittal of the completed review summary to the Vice President of Instruction.
  - b. A faculty member will not serve on more than two (2) Review Teams each academic year.

## **Section I: General Provisions**

1. Grievance
  - a. The provisions of this article are exempt from the grievance procedure outlined elsewhere in this contract.
2. Dismissal Proceedings
  - a. Nothing herein shall be construed to preclude the administration from instituting dismissal proceedings at any time under the provisions outlined elsewhere in this contract.
3. Ad Hoc Administrative Evaluations
  - a. Nothing herein shall be construed to preclude ad hoc administrative evaluation in instances where the faculty member has not successfully completed a remediation plan.

# **ARTICLE XI: GRIEVANCE PROCEDURE**

## **Section A: Grievance Procedure**

A grievance is an alleged misinterpretation of, or misapplication of, or deviation from, any provisions of this Agreement. An individual faculty member or the Agent may file a grievance.

## **Section B: Adjustment of Grievances**

1. Step 1.
  - a. The complainant and the Agent's representative, if requested by the grievant, or the Agent, may orally present a complaint to the appropriate administrator.
  - b. If the complaint is not settled or presented by this method, the complainant or the Agent shall present the grievance in writing, dated and signed by the complainant and the Vice President of Instruction, upon receipt of the written grievance, shall sign and date the grievance and copies for the complainant and the Agent.

- c. The Vice President of Instruction shall make a written decision, supported by the reasons thereof, within ten (10) calendar days of receiving the grievance and shall send copies of the decision to the complainant and the Agent.
2. Step 2.
  - a. The complainant or the Agent may appeal the decision of the grievance to the President within ten (10) calendar days of the decision rendered in Step One.
  - b. The appeal shall be in writing, signed and dated by the complainant or the Agent, and shall specify why the decision at Step One is unsatisfactory.
  - c. Transcripts of the grievance and all oral or written evidentiary matters of Step One procedures shall accompany the appeal of the grievance.
  - d. The President shall make a written decision within ten (10) calendar days of receiving the grievance appeal and copies shall be sent to the complainant and the Agent. The decision rendered at Step Two shall be considered as the final position of the Employer.
3. Step 3.
  - a. Within fifteen (15) calendar days, the Agent only may appeal the decision of the Employer to the American Arbitration Association for arbitration under voluntary rules.
  - b. The arbitrator shall hold a hearing within twenty (20) days of his/her appointment.
  - c. Five (5) days' notice shall be given to all parties of the time and place of the hearing.
  - d. Within twenty (20) days after the hearing completion, the arbitrator shall render his/her decision in writing to the respective parties.
  - e. The decision of the arbitrator shall be final and binding on the parties.
  - f. The cost of arbitration shall be equally shared by the parties.

## **Section C: General Provisions**

1. Presentation of Grievance
  - a. Any complainant or the Agent may present a grievance within fifteen (15) days, excluding national holidays and weekends, after the occurrence of the event giving rise to the alleged violation, or within ten (10) days from the time the complainant or the Agent should have reasonably become aware of the occurrence of the event giving rise to the alleged violation, whichever is later.
2. Joint Grievances
  - a. If two (2) or more complainants have the same grievance, a joint grievance may be filed and processed as a single grievance.
3. Written Decisions, Appeals, Additional Time
  - a. Failure on the part of the Employer to render a written decision concerning the grievance at any step of this procedure and within the time limits specified shall permit the grievance to be advanced to the next higher step.

- b. Failure to appeal a grievance at any step shall be considered as acceptance of the decision.
  - c. Additional time at any step of this procedure may be granted by mutual agreement between the parties.
- 4. Hearings and Conferences
  - a. Hearings or conferences held under the terms of this procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all parties entitled to attend to be present, including witnesses.
  - b. All grievances shall be heard during the daily work span, unless the parties mutually agree to a different arrangement.
- 5. Agent Rights and Disposition of Records
  - a. The Agent shall have the right to be present at each step of the grievance and to present its views and introduce evidence.
  - b. All documents, communications and records of the grievance shall be filed separately from the personnel file of the complainant.

## Section D: Jurisdiction of Arbitration

1. The arbitrator shall have no authority to render a decision or award which modifies, adds to or subtracts from the provisions or conditions of this Agreement or any practices and policies which relate to the terms and working conditions of the employee.
2. The arbitrator shall have no authority to render a decision or award beyond the termination date of renewal, or extension thereof, of this Agreement.
3. The arbitrator shall have authority to base a decision or award only on the basis of evidence and matters presented by both parties in the presence of each other, and the matters presented in the written briefs of the parties.
4. [Article IX \(Tenure\)](#), [Article X \(Review of Tenured Faculty\)](#), [Article XII \(Termination of Employment\)](#), and [Article XIII \(Reduction In Force\)](#) (except [Section D, Subsection 1](#)) shall not be grievable.
5. Upon the request of either party, the merits of a grievance and the question of arbitrability may be presented to the arbitrator at the same time. The arbitrator shall resolve the question of arbitrability before hearing and resolving the question of the merits of the grievance.
6. An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as a part of any award.

## Section E: Appeal of Arbitration

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

1. The arbitrator exceeded jurisdiction or authority under this Agreement, practice and policies.

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

## **ARTICLE XII: TERMINATION OF EMPLOYMENT**

### **Section A: Dismissal Philosophy**

1. Both the Board of Trustees and the Agent subscribe to a policy of helping faculty members improve their performance and achieve success in fulfilling their job descriptions.
2. Excluding instances involving reduction-in-force, as referenced in [Article XIII](#), both parties agree that before instituting dismissal for cause proceedings, they will undertake every reasonable effort to assist faculty to eliminate deficiencies and to improve performance which otherwise might necessitate dismissal.
3. In cases where a faculty member's performance is deficient, the appropriate administrator will provide early written notification of the specific nature of the deficiencies and will, in conjunction with the division, the Agent and other administrative personnel, provide counseling, guidance and assistance aimed at helping the faculty member eliminate deficiencies and achieve acceptable performance.
4. This Article is not subject to the grievance procedure.

### **Section B: Dismissal for Cause**

1. No tenured faculty member or probationary faculty members during the term of their probationary appointment shall be dismissed except for sufficient cause.
2. Sufficient cause for dismissal shall include but not be limited to the following:
  - a. Failure to fulfill job description.
  - b. Incompetence in performance of job description.
  - c. Repeated violation of published College operational procedures.
  - d. Illegal conflict of interest.
  - e. Aiding, abetting or participating in ([RCW 28B.50.862](#)):
    - i. Any unlawful act of violence,
    - ii. Any unlawful act resulting in destruction of College property, or
    - iii. Any unlawful interference with the orderly conduct of the educational process.

### **Section C: Procedures Governing Dismissal for Cause**

1. Informal Procedure for Dismissal (Not Reduction-In-Force)
  - a. When the appropriate administrator receives or initiates a formal written complaint about a faculty member which may warrant dismissal, the administrator shall inform that faculty member and the division chairperson.

- i. At this and all subsequent meetings, the charged faculty member may request a representative of the Agent to be present with the appropriate administrator and/or division chairperson.
  - b. During this preliminary meeting, which shall be an information gathering session, an adjustment may be mutually agreed upon, at which time the case will be closed.
  - c. If the case is not closed, but a formal dismissal hearing is not recommended:
    - i. The areas of deficiency or areas covered by the complaint and suggested methods of improvement shall be stated in writing and a copy given to the faculty member at the initial meeting.
    - ii. Attempts to eliminate the areas covered by the complaint shall be made by the division chairperson, appropriate administrator and the faculty member until resolved but not to exceed a period of six (6) consecutive contract months.
    - iii. Meetings shall be held between the faculty member and appropriate administrator to assist the faculty member to resolve the areas of complaint as appropriate.
    - iv. Recommendation shall then be made to the college President by the appropriate administrator. The recommendations shall provide for
      - 1. Dropping the charges or
      - 2. Holding a formal hearing for dismissal.
    - v. The College President shall make a determination as to dropping the charges or dismissing the faculty member.
- 2. Formal Procedures Relating to Dismissal of a Faculty Member
  - a. After it is determined that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member and provide copies to the Dismissal Review Committee and the Agent.
  - b. Notice shall include:
    - i. A statement of the time, place and nature of the hearing (at least 10 days shall elapse between the notice and the hearing);
    - ii. A statement of the legal authority and jurisdiction under which the hearing is to be held;
    - iii. A reference to the particular rules of the College that are involved;
    - iv. A short and plain statement of the matters asserted.
  - c. The affected faculty member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing.
    - i. If the affected faculty member does not request such a hearing from the President of the College within seven (7) days, the President will request a

written determination from the faculty member as to whether the faculty member wishes to avail himself/herself of the right to a hearing.

- ii. If the faculty member fails to respond within ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.
- iii. The decision of a faculty member not to request a hearing shall be communicated by the President in writing to the Dismissal Review Committee, the Agent and the Board of Trustees.

### 3. Procedural Rights of Affected Faculty Members

- a. An affected faculty member who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to [the Administrative Procedure Act, Chapter 34.05 RCW](#), and shall have the following procedural rights.
  - i. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter toward which the testimony of the witness is considered material.
  - ii. The right to be free from compulsion to divulge information which the faculty member could not be compelled to divulge in a court of law.
  - iii. The right to be heard in the faculty member's own defense and to present witnesses, testimony, and evidence on all issues involved.
  - iv. The right to the assistance of the Hearing Officer in securing the witnesses and evidence pursuant to [Chapter 34.05 RCW](#).
  - v. The right to counsel of the faculty member's choosing to appear and act on behalf of the faculty member at the hearings.
  - vi. The right to have witnesses sworn and testify under oath.

### 4. Conduct of Formal Hearing

- a. Appointment of Hearing Officer
  - i. Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral Hearing Officer.
  - ii. The Hearing Officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington nor any of its political subdivisions (with the exception of administrative law judges).
  - iii. The Agent shall be consulted prior to the appointment of the Hearing Officer.
- b. Responsibilities of Hearing Officer
  - i. It shall be the role of the impartial and neutral Hearing Officer to conduct the hearing in accordance with [RCW 34.05](#) and this Agreement.



- ii. The duties of the Hearing Officer include:
  - 1. Administering oaths and affirmations, examining witnesses and receiving evidence; and no person shall be compelled to divulge information which they could not be compelled to divulge in a court of law;
  - 2. Issuing subpoenas;
  - 3. Taking or causing depositions to be taken;
  - 4. Regulating the course of the hearing;
  - 5. Holding conferences for the settlement or simplification of the issues by consent of the parties;
  - 6. Disposing of procedural requests or similar matters;
  - 7. Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;
  - 8. Appointing a court reporter, who shall operate at the direction of the Hearing Officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the Hearing Officer;
  - 9. Assisting the Dismissal Review Committee in the conduct of its responsibilities;
  - 10. Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;
  - 11. Preparing proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, the written recommendation of the Hearing Officer will be presented to the President, Dismissal Review Committee, affected faculty member, the Agent and the Board of Trustees. The Dismissal Review Committee's recommendation shall become part of the official Hearing Officer's record at the time both recommendations are sent to the Board of Trustees;
  - 12. Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:
    - a. All pleadings, motions and rulings;
    - b. All evidence received or considered;
    - c. A statement of any matters officially noticed;

- d. All questions and offers of proof, objections, and rulings thereon;
      - e. Proposed findings, conclusions of law, and recommended decisions;
      - f. A copy of the recommendations of the Dismissal Review Committee;
    - 13. Ensuring that a transcription of the hearing is made and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;
    - 14. Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community or whether particular persons shall be permitted or excluded from attendance.
  - c. Responsibilities of Dismissal Review Committee
    - i. The responsibilities of the committee shall be
      - 1. To receive guidance from the Hearing Officer regarding the conduct of its responsibilities;
      - 2. To review the case of the proposed dismissal;
      - 3. To attend the hearing and, at the discretion of the Hearing Officer, call and/or examine any witnesses;
      - 4. To hear testimony from all interested parties (including but not limited to other faculty members and students) and to review any evidence offered by same;
      - 5. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, a copy of the written recommendations of the committee will be presented to the Hearing Officer, the affected faculty member, the President, the Board and the Agent.
5. Final Decision by the Board of Trustees
- a. The case shall be reviewed by the Board of Trustees as follows:
    - i. Board review shall be based on the record of the hearing;
    - ii. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the Hearing Officer.
      - 1. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the Hearing Officer shall be

advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees.

- iii. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision and the effective date of dismissal.

6. Effective Date of Dismissal

- a. The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees.

7. Appeal from Final Decision

- a. Pursuant to [RCW 34.05](#) as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of that decision.
- b. The filing of an appeal shall not stay enforcement of the decision of the Board.

8. Suspension

- a. Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected faculty member or others is threatened by continuance of the faculty member.
- b. Any such suspension shall be with pay.

9. Publicity

- a. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative officers, the Agent or the Board of Trustees until all administrative proceedings have been completed.

10. Dismissal Review Committee Composition

- a. The Dismissal Review Committee shall be comprised as follows:
  - i. One (1) member and one (1) alternate to be chosen by the college president at the discretion of the college president.
  - ii. Four (4) full-time faculty members and four (4) alternates to be elected by the full-time faculty acting as a body.
    1. Consistent with 10.a.v. below, this election shall take place on or before the 15th of October each year.
  - iii. One (1) full-time student and one (1) alternate chosen by the Student Association.
  - iv. The counsel for the charged faculty member(s) may challenge for cause the membership of the Dismissal Review Committee.

1. Challenge for cause shall be determined by the Hearing Officer except for physical incapacity to serve on the committee which will be considered just cause for not serving.
2. In the event of a challenge the applicable alternate will replace the individual(s).
- v. Terms of office for elected faculty members and alternates shall be determined by the Agent.
- vi. In no case shall a member of the committee sit in judgment of their own case, or the case of their spouse.

#### 11. Time Limits

- a. The term "days" as used in this section refers to calendar days.
- b. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included.
- c. If the last day of the period of time is a Saturday, a Sunday or a legal holiday, the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

#### 12. Special Provision

- a. Upon written mutual consent between the affected faculty member and the Board of Trustees, appeal right outlined in [Article XII \(Termination of Employment\), Section C](#) may be waived in favor of final and binding arbitration with the American Arbitration Association.

## ARTICLE XIII: REDUCTION-IN-FORCE

### Section A: Reduction-in-Force

#### 1. Definition

- a. Reduction-In-Force shall be defined as any of the following:
  - i. Emergency reduction-in-force as defined in RCW 28B.50.873. 22
  - ii. Institutional lack of funds.
  - iii. Program termination or program reduction.

#### 2. Grievance Exemption

- a. This Article (except [Section D, 1, c](#)) is not subject to the grievance procedure.

### Section B: Preliminary Procedures

#### 1. Program Termination or Program Reduction Preliminary Procedures

- a. Prior to initiation of reduction-in-force for reason A. 1., a., iii., above, a Program Review study and a Program Viability study shall have been conducted under the oversight of the Instructional Council.

- b. The Instructional Council shall provide a recommendation to the Vice President of Instruction.
  - c. The final decision shall be made by the President.
2. All Reduction-in-Force Preliminary Procedures
- a. Prior to initiation of reduction-in-force for reasons A. 1., a., i., ii., or iii. above, the President shall notify in writing the divisions, the Agent and the administrative staff of the potential need to implement a reduction-in-force.
    - i. The reasons necessitating the concern and nature of the problem or potential problem will be included in such notice.
  - b. The President will consider all recommendations and alternatives presented by the Agent, the divisions (independently or through the Instructional Council) and the administrative staff, which are received within thirty (30) days of the issuance of the notice.
  - c. Failure of any group to submit recommendations and alternatives shall not act as a bar to the President initiating a reduction-in-force upon expiration of the thirty (30) day period.

## **Section C: General Procedures Relating to Reduction-in-Force**

1. Notice
- a. After it is determined that a reduction-in-force should be initiated, the President shall serve written notice of the cause(s) to the affected faculty member(s) and provide copies to the Dismissal Review Committee and the Agent.
  - b. Such notice shall include:
    - i. A statement of the time, place and nature of the hearing (at least 10 days shall elapse between the notice and the hearing);
      - 1. This statement shall clearly indicate that the separation is not due to the job performance of the faculty member and hence is without prejudice to such faculty member and, in addition, shall indicate the proposed effective date of separation from service.
    - ii. A statement of the legal authority and jurisdiction under which the hearing is to be held;
    - iii. A reference to the particular rules of the College that are involved;
    - iv. The basis for selection of the affected faculty member.
      - 1. The affected faculty member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing.
      - 2. If the affected faculty member does not request such a hearing from the President of the College within seven (7) days, the President will request

a written determination from the faculty member as to whether the faculty member wishes to utilize the right to a hearing.

3. If the faculty member fails to respond within ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.
4. The decision of a faculty member not to request a hearing shall be communicated by the President in writing to the Dismissal Review Committee, the Agent and Board of Trustees.

## 2. Procedural Rights of Affected Faculty Members

- a. An affected faculty member who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Higher Education Administration Procedure Act, Chapter 34.05 RCW, and shall have the following procedural rights:
  - i. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter toward which the testimony of the witness is considered material.
  - ii. The right to be free from compulsion to divulge information which the faculty member could not be compelled to divulge in a court of law.
  - iii. The right to be heard in their own defense and to present witnesses, testimony and evidence on all issues involved.
  - iv. The right to the assistance of the Hearing Officer in securing the witnesses and evidence pursuant to [Chapter 34.05 RCW](#).
  - v. The right to counsel of the faculty member's choosing to appear and act on the faculty member's behalf at the hearings.
  - vi. The right to have witnesses sworn and testify under oath.

## 3. Conduct of Formal Hearing

- a. Appointment of Hearing Officer
  - i. Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral Hearing Officer.
  - ii. The Hearing Officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington nor any of its political subdivisions (with the exception of administrative law judges).
  - iii. The Agent shall be consulted prior to the appointment of the Hearing Officer.
  - iv. In the case of a reduction-in-force for reasons set forth in A. 1., a., iii., above, at the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask to participate in the choosing of the

Hearing Officer in the manner provided in [RCW 28A.405.310](#), said employee therein being a faculty member for the purposes hereof and said Board of Directors therein being the Board of Trustees for purposes hereof; provided that where there is more than one (1) faculty member affected by the Board of Trustees' reduction-in-force such faculty members requesting a hearing must act collectively in making such request, and also provided that costs incurred for the services and expenses of such Hearing Officer shall be shared equally by the College and the faculty member or members requesting the hearing.

- v. At least ten (10) days' written notice of the date of the hearing will be given by the President to faculty members who have requested such a hearing.
- b. Responsibilities of Hearing Officer
  - i. It shall be the role of the impartial and neutral Hearing Officer to conduct the hearing in accordance with [RCW 34.05](#) and this Agreement.
    - 1. The duties of the Hearing Officer include:
      - a. Administering oaths and affirmations, examining witnesses and receiving evidence, and no person shall be compelled to divulge information which they could not be compelled to divulge in a court of law;
      - b. Issuing subpoenas;
      - c. Taking or causing depositions to be taken;
      - d. Regulating the course of the hearing;
      - e. Holding conferences for the settlement or simplification of the issues by consent of the parties;
      - f. Disposing of procedural requests or similar matters;
      - g. Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;
      - h. Appointing a court reporter, who shall operate at the direction of the Hearing Officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the Hearing Officer;
      - i. Assisting the Dismissal Review Committee in the conduct of its responsibilities;
      - j. Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;

- k. Preparing proposed findings of fact and conclusions of law and a recommended decision.
  - i. As soon as reasonably practicable after the conclusion of the formal hearing, the written recommendation of the Hearing Officer will be presented to the President, Dismissal Review Committee, affected faculty member, the Agent and the Board of Trustees.
  - ii. The Dismissal Review Committee's recommendations shall become part of the official Hearing Officer's record at the time both recommendations are sent to the Board of Trustees.
  - iii. Such submission shall be within ten (10) days after conclusion of the formal hearing in instances involving emergency reduction-in-force or institutional lack of funds which become apparent independent of the formal budgetary process of the College.
  - iv. In all other instances, such submission shall be within thirty (30) days of the conclusion of the formal hearing;
- l. Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:
  - i. All pleadings, motions, and rulings;
  - ii. All evidence received or considered;
  - iii. A statement of any matters officially noticed;
  - iv. All questions and offers of proof, objections and rulings thereon;
  - v. The officer's proposed findings, conclusions of law and recommended decisions;
  - vi. A copy of the recommendations of the Dismissal Review Committee;
- m. Ensuring that a transcription of the hearing is made and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;
- n. Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community or whether particular persons shall be permitted or excluded from attendance;



- o. The Hearing Officer shall consolidate individual reduction-in-force hearings into a single hearing.
  - i. Only one (1) such hearing for the affected faculty member(s) shall be held, and such consolidated hearing shall be concluded within the time frame set forth herein.
  - ii. Provided, however, in instances other than emergency reduction-in-force (A., 1., a., i.) the Hearing Officer will grant a faculty member's request for independent consideration to the extent that the facts as they relate to that particular faculty member are unique;
- p. In the case of a reduction-in-force for reasons set forth in Section A., 1., a., i., above, the formal hearing shall be concluded by the Hearing Officer within sixty (60) days after written notice of the reduction-in-force has been issued to the affected faculty member(s).
  - i. The only issue to be determined will be whether the particular faculty member or members advised of severance are the proper ones to be terminated.
- c. Responsibilities of Dismissal Review Committee
  - i. The responsibilities of the committee shall be:
    1. To receive guidance from the Hearing Officer regarding the conduct of its responsibilities;
    2. To review the case of the proposed dismissal;
    3. To attend the hearing and, at the discretion of the Hearing Officer, call and/or examine any witnesses;
    4. To hear testimony from all interested parties (including but not limited to other faculty members and students) and review any evidence offered by same;
    5. To arrive at its recommendations in conference on the basis of the hearing.
      - a. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, [ten (10) days in instances involving emergency reduction-in-force or lack of institutional funds which become apparent independent of the formal budget-making process of the College] a copy of the written recommendations of the committee will be

presented to the Hearing Officer, the affected faculty member, the President, the Board and the Agent.

4. Final Decision by the Board of Trustees

- a. The case shall be reviewed by the Board of Trustees as follows:
  - i. Board review shall be based on the record of the hearing.
  - ii. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the Hearing Officer.
    1. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the Hearing Officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees.
    2. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the affected faculty member(s) in writing of its final decision and the effective date of dismissal.

5. Effective Date of Dismissals

- a. The effective date of reduction-in-force shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees. Provided, however, separation for reasons A., 1., a., iii. above (program reduction or program termination) shall not be before the expiration of the faculty member's individual contract and separation for A.,1., a., i. above (emergency reduction) shall become effective on final action by the Board of Trustees.
- b. Failure to request a hearing within ten (10) days of receiving notice of severance shall cause separation from service on the proposed effective date stated in the notice regardless of the duration of any individual employment contract.

6. Appeal from Final Decision

- a. Pursuant to [RCW 34.05](#) as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of that decision.
- b. The filing of an appeal shall not stay enforcement of the decision of the Board.

7. Publicity

- a. Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative officers, the Agent or the Board of Trustees until all administrative proceedings have been completed.

8. Dismissal Review Committee Composition

- a. The Dismissal Review Committee shall be comprised as follows:

- i. One (1) member and one (1) alternate to be chosen by the College President at the 1 discretion of the College President.
- ii. Four (4) full-time faculty members and four (4) alternates to be elected by the full-4 time faculty acting as a body.
  - 1. Consistent with 8., a., v. below, this election shall take place on or before the 15th of October each year.
- iii. One (1) full-time student and one (1) alternate chosen by the Student Association President.
- iv. The counsel for the affected faculty member(s) may challenge for cause the membership of the Dismissal Review Committee.
  - 1. Challenge for cause shall be determined by the Hearing Officer except for physical incapacity to serve on the committee which will be considered just cause for not serving.
  - 2. In the event of a challenge the applicable alternate will replace the individual(s).
- v. Terms of office for elected faculty members and alternates shall be determined by the Agent.
- vi. In no case shall a member of the committee sit in judgment of his or her own case, or the case of his or her spouse.

9. Time Limits

- a. The term "days" as used in this section refers to calendar days.
- b. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included.
- c. If the last day of the period of time is a Saturday, a Sunday or a legal holiday, the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

10. Special Provisions

- a. Upon written mutual consent between the affected faculty member and the Board of Trustees, the appeal right outlined in [Article XIII \(Reduction in Force\), Section C., 6.](#) may be waived in favor of final and binding arbitration with the American Arbitration Association.
- b. On the request of a faculty member laid off, the College President shall write a letter, stating (1) the reasons for said lay-off, (2) the qualifications of the affected faculty member, and (3) any other pertinent information which may be of assistance in securing another employment position.
  - i. The President will furnish this letter to the faculty member for the faculty member's own use.

- c. Nothing herein shall be construed to affect the decision and right of the Board of Trustees not to renew a probationary faculty appointment without cause pursuant to [RCW 28B.50.857](#).

## Section D: Specific Procedures Regarding Reduction-in-Force

- 1. Reduction-in-Force Units and Procedure for Assignment
  - a. Reduction-in-Force Units: Reduction-in-force units shall be established as follows, and each tenured employee and each employee holding a probationary faculty appointment shall be assigned by the President to the unit(s) that most accurately reflects the faculty member's tenured or probationary appointment.
    - i. Accounting
    - ii. American Minority Ethnic Studies
    - iii. Anthropology
    - iv. Automotive
    - v. Aviation
    - vi. Basic Education for Adults
    - vii. Biology (Includes Anatomy/Physiology & Environmental Science)
    - viii. Business Law
    - ix. Business Marketing and Entrepreneurship
    - x. Business Technologies and Administrative Careers
    - xi. Carpentry
    - xii. Chemistry
    - xiii. Communication Studies
    - xiv. Computer Reporting Technologies
    - xv. Counseling
    - xvi. Criminal Justice
    - xvii. Design Drafting Technology
    - xviii. Early Childhood Education (Includes Parent Education)
    - xix. Economics
    - xx. Engineering/Computer Science
    - xxi. English/Reading/Study Skills
    - xxii. English for Speakers of Other Languages
    - xxiii. Foreign Languages
    - xxiv. Geography
    - xxv. Geology/Oceanography
    - xxvi. Health Education and PE
    - xxvii. High School Completion

- xxviii. History
  - xxix. Information Technology
  - xxx. Journalism
  - xxxi. Library
  - xxxii. Machine and Manufacturing Technology
  - xxxiii. Mathematics
  - xxxiv. Natural Resources
  - xxxv. Nursing
  - xxxvi. Occupational Therapy Assistant
  - xxxvii. Performance Arts – Drama, Dance and Music
  - xxxviii. Philosophy
  - xxxix. Physical Therapy Assistant
    - xl. Physics (Includes Astronomy)
    - xli. Political Science
    - xlii. Psychology
    - xliii. Sociology
    - xliv. Visual Arts – Ceramics, Photography and Design
    - xlv. Water/Waste Water
    - xlvi. Welding
- b. Additional reduction-in-force units may be created by the College to reflect program additions. Other modifications may be made at any time by mutual agreement between the Agent and the College.
  - c. On or before October 15 of each year, full-time faculty members may apply to the Vice President of Instruction for course pre-qualification regarding any course outside of their reduction in force unit for which they may be qualified.
    - i. The Vice President of Instruction will forward the qualifications to the appropriate division for their recommendation.
    - ii. In determining whether to grant or deny course pre-qualification, the Vice President of Instruction and division shall use the same standards as for hiring adjunct faculty for the same class.
    - iii. The division shall return the recommendation to the Vice President of Instruction by November 1.
  - d. On or before November 10 of each year the College will publish reduction-in-force lists and pre-qualification course lists.
    - i. Each faculty member shall be ranked in the appropriate reduction-in-force unit in accordance with the seniority criteria defined below.
    - ii. Any disputes regarding reduction-in-force unit assignment, course pre-qualification, or seniority calculation shall be submitted within 10 days of

publishing the list to expedited arbitration utilizing the American Arbitration Association.

2. Order of Reduction

- a. Within each affected unit, the President shall observe the following order of reduction:
  - i. First - Full-time probationary faculty in order of least seniority.
  - ii. Second - Full-time tenured faculty in order of least seniority.
- b. In applying the above, a full-time faculty member shall have the right to displace adjunct faculty who are scheduled to teach courses within the unit or courses for which pre-qualification has been accomplished in accordance with Section D. ,1., d. above.
- c. Assignment to pre-qualified courses does not alter the assignment to the Reduction-in-Force unit as described in Section D., 1., a. above.
- d. In the event more than one faculty member is pre-qualified for the same course(s) the 2 most senior shall receive the assignment.

3. Seniority

- a. Seniority shall be based on the number of years of employment beginning with the date of the signing of the first full-time faculty contract for the most recent period of continuous full-time service at the College and shall include leaves of absence, sabbaticals, lay-offs and full-time service for faculty members employed to teach at the College by District 408 prior to July 1967.
- b. The person with the highest number of qualifying years shall be the most senior; in case of ties, seniority shall be determined in the following order:
  - i. First date of the signature of a letter of intent to accept employment or first date of signature of an employer contract, whichever is earlier.
  - ii. First date of application for employment.
  - iii. Faculty who assume an administrative position shall continue to accumulate seniority for a maximum of four (4) years after the administrative appointment.

4. Recall Rights

- a. Faculty members who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below:
  - i. Recall lists shall be created and maintained by the College for each reduction-in-force unit according to seniority.
  - ii. Recall shall be in reverse order of reduction-in-force by reduction-in-force unit to newly created or a vacant full-time position within the unit or to a full-time position resulting from consolidation of pre-qualified courses.
  - iii. The right to recall shall extend two (2) calendar years from the effective date of separation.

- iv. Each faculty member discharged under a reduction-in-force shall keep the College Office of Human Resources informed of any change in address.
- v. Before any new hires, faculty members on the recall list will be given the first opportunity to fill vacancies in any course in their reduction-in-force unit or courses for which they have been pre-qualified.
  - 1. Such assignment does not affect the right of the faculty member to a full-time position in the recall unit.
- vi. The right to determine the number of full-time and adjunct positions is specifically reserved by the Employer.
  - 1. Nothing herein shall be construed to require the consolidation of adjunct positions into a full-time position, except for a consolidation of pre-qualified courses pursuant to Section D., 1., e., or D.,4., a., ii.
- vii. Each faculty member discharged under a reduction-in-force shall have thirty (30) calendar days to respond following written notice of an offer of recall to a full-time position.
  - 1. If the individual fails to respond, his or her recall rights shall be waived.
  - 2. The thirty (30) calendar day notice period shall begin upon the date that the College postmarks a registered letter to the faculty member's last known address. 6
- viii. A faculty member discharged under a reduction-in-force who obtains additional certification, qualifications or retraining while on a recall list(s) shall be entitled to update his or her records with the Office of Human Resources.
- ix. Upon recall, a faculty member shall retain all remaining benefits such as sick leave, tenure, retirement and seniority which have accrued to the date of separation.
- x. The College shall notify the Agent in writing of all employment offers made to faculty on recall and the final outcome of such offers.

## **ARTICLE XIV: RESIGNATION AND RETIREMENT**

### **Section A: Resignation**

A full-time faculty member resigning their position for the subsequent academic year shall so notify the appropriate administrator or College President no later than May 1 of the current academic year or prior to signing a contract for the following year, whichever shall occur first.

### **Section B: Retirement and Emeritus**

- 1. Procedure
  - a. The procedure for retirement shall be implemented in the following manner:

- i. Faculty who plan to retire at the end of their current contract, must submit a written declaration of retirement.
      1. The signed, written notification must be sent to the Division Chairperson, the instructional Dean and the Vice President of Instruction no later than May 1st.
    - ii. To assure sufficient time for an effective search for a replacement, the College will provide a one-time payment to faculty in tenured positions who provide a signed declaration of retirement prior to November 1st of their current contract year.
      1. A signed, written agreement, upon acceptance by the institution, will verify the faculty member's intent to retire and will be effective as of the last day of the faculty member's current contract.
      2. The payment of \$3,000 will be made to the employee in a lump sum in their final paycheck.
    - iii. The Senior Director of Human Resources shall assist the employee in determining retirement benefits.
2. Emeritus Status
  - a. In recognition of the contributions of its retired faculty an emeritus status of distinction is granted to eligible retiring faculty who are members in good standing at the College.
  - b. Faculty members with 15 or more years of continuous employment (12 years past their award of tenure) at Green River College and who retire as members of any Washington State Retirement System shall receive as appreciation for their contribution to the College certain lifetime benefits and privileges.
  - c. A complete listing of benefits and privileges can be found in [Appendix J](#).
  - d. Such benefits are subject to revocation should the faculty member not remain in good standing.

## **ARTICLE XV: AGENT RIGHTS AND PRIVILEGES**

### **Section A: Release of Assignment**

1. Agent President
  - a. The Agent President will be relieved of all advisory and committee assignments in order to assist in implementation of these agreements as they relate to the total faculty and governance of the College.
  - b. In addition, the Agent President or his/her designee(s) as determined by the Agent Executive Board shall receive one-third (1/3) released time compensated by the agent.



## **Section B: Bulletin Boards**

1. Employer Provided Bulletin Boards
  - a. The Employer will provide the Agent access to bulletin boards (not to exceed one-half (1/2) the space per board) in faculty office areas or lounges for the purpose of postings regarding the organization's activities and matters of concerns.

## **Section C: Mail**

1. Communication with Bargaining Unit
  - a. The Employer agrees that the Agent shall have the right to both the mailboxes and e-mail boxes of the faculty and other professional employees in the bargaining unit for communications regarding negotiations and administration of this Agreement.
  - b. The Agent will be entitled to distribute mail (at no postal cost to the College) through the outgoing mail service.
  - c. The Agent will be entitled to the use of college FAX machines for these purposes and agrees to pay the cost of all Agent related printing and photo copying.

## **Section D: All-College Faculty Member Meeting**

1. Agent Meetings
  - a. An All-College faculty member meeting called by the Agent President will take precedence over other faculty related meetings.
  - b. Agent meetings will be held between 12:00 noon and 1:00 p.m. or after 3:00 p.m. without having priority over other College meetings and teaching responsibilities.

## **Section E: Information Service**

1. Agent and Board of Trustees
  - a. The Agent President shall be provided with a copy of the Board of Trustees' agenda when the Board members receive their materials.
    - i. A copy of agenda and minutes will be sent to the Agent President's office.
  - b. Background information pertaining to pending action of the Board of Trustees at any regular meeting shall be mailed to the Agent President.
  - c. The Agent agrees to furnish 8 background information pertaining to pending actions of the Board of Trustees at any regular meeting.
    - i. Such information shall be delivered to the office of the College President.
2. Agent Officers
  - a. Upon request the Agent shall provide a current list of its officers and their titles to the College President's office.

## **Section F: Meetings of Concern**

Either the College President (or designee of the President) or the Agent President (or designee of the Agent President) may request a meeting at a mutually convenient time to discuss matters pertaining to these agreements and other College governance matters.

## **Section G: Attendance at Conferences and Meetings**

1. Legislative and State Board Meetings
  - a. Two (2) of the Agent's officers or representatives may attend legislative committee hearings, State Board meetings or State Board committee meetings provided their classes are covered.
2. Agent-Sponsored Meetings
  - a. One (1) officer from the Agent may attend, on contracted days, Agent-Sponsored regional or Statewide meetings, limited to no more than two (2) per quarter and provided the officer's classes are covered.
3. Provisions
  - a. In both instances, neither travel nor expenses will be paid by the College, but no deductions will be made due to time away from the campus.

## **Section H: Rosters**

1. Adjunct Faculty Rosters
  - a. The Agent shall be furnished with a quarterly roster of adjunct faculty within the first six (6) weeks of each quarter.
2. Full-Time Faculty Rosters
  - a. A full-time faculty roster will be furnished by the eighth day of fall quarter.
3. Additions and Deletions
  - a. Additions to and deletions from the rosters shall be furnished as they occur throughout the quarter or year.

## **Section I: Public Information**

1. Agent Requests
  - a. All public information shall be made available to the Agent upon its request. The only limiting factors are that such requests:
    - i. Be made sufficiently in advance to allow for data assembly time.
    - ii. Do not involve unreasonable costs as mutually agreed upon.

## **Section J: Budget**

The Agent will be provided with a copy of the original budget, access to a monthly file copy of the budget status printout, photocopies of sections upon request and all other public information relevant

to budgets. In addition, representatives of the Agent may meet with the College President, or designee of the President, to review budgetary matters.

## **Section K: Union Membership**

1. Deduction of Union Membership Dues
  - a. Upon written authorization from an employee covered by this Agreement, the Employer agrees to deduct an amount equal to the membership dues from the salary of employees who request such deduction in writing within two (2) pay periods of the receipt of a properly completed request submitted to the Payroll Office.
  - b. Such request will be made on a United Faculty payroll deduction authorization form.
  - c. The Employer will provide payments for all said deductions to the United Faculty each pay period.
2. Revocation of Membership
  - a. An employee may revoke their membership and authorize cancellation of their payroll deduction of dues by the employee providing written notice to the United Faculty President and Treasurer.
  - b. The UF will subsequently provide written notice to the Employer of the revocation of membership and dues cancellation.
  - c. After receipt of the confirmation from the United Faculty, every effort will be made to make the cancellation effective on the first payroll and no later than the second payroll after payroll's receipt of the notice.
  - d. Revocation does not alter an employee's status as part of the bargaining unit covered by this Agreement.

## **Section L: Facilities**

1. Agent Facilities
  - a. The faculty office of the Agent President shall be used for the organization headquarters.
  - b. The Agent's office shall have space equal to two (2) individual faculty offices.
  - c. The faculty/agent office will include technology and hardware commensurate to full-time faculty members' offices, including but not limited to a computer, printer and hard copy file storage.
  - d. The Agent agrees to pay rent to GRC in the amount of \$100.00 annually for use of additional space to include a room large enough for full membership meetings and conference rooms as deemed necessary by the agent for contract business and maintenance at each college campus.
  - e. The Agent agrees to follow the standard process for room scheduling.
2. Agent Business

- a. Authorized Agent representatives shall be permitted to transact agent business on college property at all reasonable times and locations provided the communications and business transactions do not cause the college to incur additional expenses or unnecessarily disrupt college operations.
- b. Additional space may be rented from the college.

## Section M: Labor and Management Committee

1. Purpose
  - a. A Labor and Management Committee will be established and maintained.
  - b. The role of the committee will be to review the status of the negotiated agreement, and to anticipate, prevent, and, when necessary, recommend the resolution of potential contractual problems.
  - c. Committee meetings will be used for discussions and shared problem-solving only; the Committee shall have no authority to conduct any negotiations or to modify the provisions of this Agreement.
  - d. It will also function as an oversight for Post-Tenure Review.
    - i. For that function, see [Article X, Section E](#) of the contract.
2. Composition of the Committee
  - a. The committee will be composed of three faculty members chosen by the UF Board and three administrators chosen by the Employer.
  - b. Two of the three members from each side will have participated as members of the bargaining team for the current contract, if possible.
  - c. Each side will choose a member to act as Co-Chair.
  - d. The members of the committee will participate in labor management committee training offered by the [Washington State Public Employment Relations Commission \("PERC"\)](#).
3. Scheduling of Meetings
  - a. Either party may request a meeting of the Labor and Management Committee by sending a written request, including a description of the issue(s) to be addressed, to the other party.
  - b. When requested, a Committee meeting will be scheduled at a mutually acceptable time and place.
  - c. The Committee will meet once per quarter, excluding summer, if needed; additional meetings may be scheduled by mutual agreement.
  - d. The Co-Chairs will develop an agenda for a meeting in advance of the meeting.

# **ARTICLE XVI: ACADEMIC FREEDOM, FACULTY RIGHTS, AND INTELLECTUAL PROPERTY**

## **Section A: Statement of Academic Freedom and Faculty Rights**

This institution is based on the illimitable freedom of the human mind. Here, we are not afraid to follow truth wherever it may lead, or to tolerate error so long as reason is left free to combat it.

To achieve this end, academic freedom is viewed as the freedom of speech guaranteed to all citizens by the First Amendment. Free inquiry and free discourse shall not be abridged, whether directly or indirectly, by statute or community pressure.

We reaffirm our support of academic freedom because of a sense of obligation to the community, which uses or needs our services and because of our professional responsibility to free inquiry.

Academic freedom implies the unconditional freedom of discussion in the classroom without undue restraint to choose the method of instruction used in the classroom. Instructors must be encouraged and motivated to use this freedom to keep informed of contemporary truths in their fields of expertise, to maintain their skills in communication, and to develop alternative methods of instruction which meet the needs of students. Academic freedom must surely be a vital and legitimate concern of the faculty, students, administrators, and the Board of Trustees.

## **Section B: Academic Freedoms and Rights**

1. Classroom Freedom
  - a. An academic employee shall be free to determine on the basis of their special academic competence the content of his/her teaching and the conduct of their classes without undue restraint other than that required by the nature of the curriculum.
  - b. Each individual's dignity and beliefs shall at all times be honored in that the right of both the student and the instructor to seek the truth, to reason, and to participate freely in discourse shall not be abridged in the course of that inquiry.
2. Library Collection
  - a. There shall be no censorship of library collections.
3. Constitutional Freedom
  - a. The academic employee's right as a citizen shall not be diminished or alienated as a result of employment or retention.
4. Freedom of Association
  - a. No academic employee shall be required to join or refrain from joining an organization as a condition of employment or retention.
5. Freedom of Petition and Silence

- a. Individual faculty members and organizations shall not be denied the right to state or to refuse to state their views before any legislative, administrative, faculty or public body.
  - b. As a responsibility of the special position as a member of the academic community, the faculty member who makes a public statement will assert whether or not they are an authorized spokesperson for Green River College.
6. Additional Rights
- a. Additional rights of faculty members concerning tenure, a grievance procedure, and personal records are described in detail in the basic sections of the Agreement.

## Section C: Intellectual Property

- 1. General Provisions
  - a. This section describes the College's policies and procedures for copyrightable educational materials and other intellectual properties. Its objectives are:
    - i. To enable the College to foster free and creative expression and exchange of ideas and comment.
    - ii. To establish principles for the equitable distribution of any income derived from copyrightable material produced by faculty.
    - iii. To protect the College's assets.
  - b. Use of state resources for personal gain is prohibited, as provided by law.
- 2. General Policy
  - a. Ownership of all material objects and rights in the copyright will remain with the creator unless the work is a work made for hire in the terminology of copyright law.
- 3. Institutional Works and Personal Works
  - a. Institutional works are those intellectual properties created by faculty members in the course of, and as a part of, the specific duties of contractual employment.
    - i. The ownership of institutional works will vest in the College and be copyrighted or patented, if at all, in its name.
  - b. Personal works are any intellectual properties created by faculty members that are not institutional works.
    - i. All relevant Washington State Ethics Board rules apply.
    - ii. The ownership of personal works will vest in the faculty member and be copyrighted and patented, if at all, in his or her name.
- 4. Indeterminate Works
  - a. If the distinction between products created as institutional works and those created as personal works remains unclear, the College agrees to notify all faculty members who intend to create such products that it is advisable to enter into a copyright agreement.

- b. The ownership, copyright and/or patent of such products will vest in the person designated by written agreement between the parties entered into prior to completion of production.
  - c. In the event there is no such written agreement entered into, the ownership will vest in the College.
5. Distribution of Material
- a. The College will not distribute any faculty copyrighted material without notification to the faculty member and the faculty member's opportunity to object in writing.
    - i. Such material includes, but is not limited to, audio and video recordings, print and digital documents, and course content.

## **ARTICLE XVII: SCOPE OF AGREEMENT**

### **Section A: Preamble and Appendices – Integral Parts of Agreement**

The [Preamble](#) and [Appendices](#) hereof are integral parts of this Agreement and by this reference are incorporated herein.

### **Section B: No Unilateral Reopening of Agreement**

There shall be no unilateral reopening of this Agreement by either party during the life thereof.

### **Section C: Additional Revenues/Funds and Consultation with the Agent**

In the event the Employer receives unforeseen additional revenues or funds during the period of this Agreement, such additional revenues or funds will be distributed or allocated only after prior consultation with the Agent.

### **Section D: Negotiated Agreement**

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

### **Section E: Entire Negotiated Agreement**

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

## **Section F: Unlimited Right and Opportunity to Negotiate**

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Agent for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to reach agreement with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

## **Section G: Management Rights and Prior Practice**

Subject to the terms of this Agreement, the management of the institution and direction of the work force is vested exclusively with the Employer. All matters not specifically and expressly covered by the language of this Agreement may be administered by the Employer in accordance with policies and procedures which it from time to time may determine. Changes in policy will follow the procedure outlined in the GRC [Redevelopment of Policies GA21](#). In exercising this prerogative, the Employer agrees that it will continue its existing policies and uniform practices with reference to salary, fringe benefits, and working conditions generally prevalent for faculty members which are not specifically covered by this Agreement. Exempted from such application shall be individual circumstances which may be modified to meet the general prevalent practices.



# ARTICLE XVIII: DURATION

This agreement shall be effective as of its execution and shall continue in full force and effect through June 30, 2024.

Negotiation between the Employer and Agent representative regarding modifications to the Salary Appendices shall commence on or before thirty days prior to the implementation date upon request of either party.

Negotiations for a subsequent Agreement shall commence in December 2023, upon the request of either party. Both parties agree to negotiate in good faith with the intent of reaching agreement prior to the expiration of this Agreement. In the event that a mutually satisfactory settlement is not reached by expiration this Agreement may be extended by mutual consent of the parties.

Signed this xxxxx day of xxxx 2021 at Auburn, Washington.

Board of Trustees of Green River Community  
College District No.10, County of King and State  
of Washington

By \_\_\_\_\_

By \_\_\_\_\_  
Its Chairperson

By \_\_\_\_\_

By Suzanne Johnson  
Its President

Green River United Faculty Coalition

By \_\_\_\_\_

By Jaeney Hoene  
Its President

By \_\_\_\_\_

By Leslie Kessler  
Its Co-Chief Negotiator

# APPENDIX A: FULL-TIME FACULTY ANNUAL SALARY SCHEDULE

Effective Summer Quarter 2021

## Section 1: Initial Placement

LEVEL	225	240	255	270	285	300	315	330	345	360	375
A	53035	54434	55833	57232	58631	60029	61428	62827	64226	65625	67024
B	55954	57353	58752	60151	61550	62949	64348	65747	67145	68544	69943
C	58874	60273	61672	63070	64469	65868	67267	68666	70065	71464	72862
D	61793	63192	64591	65990	67389	68788	70186	71585	72984	74383	75782
E	64713	66111	67510	68909	70308	71707	73106	74505	75903	77302	78701

3V	Three Year Vocational Certificate	2422 per contract year
5V	Five Year Vocational Certificate	3509 per contract year
MA	Master's Degree	3509 per contract year
DR	Doctoral Degree	6774 per contract year

There shall be no pyramiding of the above premiums.

Credits beyond 345 must be earned after July 13, 1994.

## Section 2: Cost of Living Adjustments

Salary increases for Cost-of-Living Adjustments authorized by the legislature shall be applied to the rates in Section 1 above on an across-the-board percentage basis before servicing increments and lane changes, unless otherwise mandated by the legislature.

## Section 3: Increments

Increments will be applied consistent with State law when funds are available. To the extent provided by the State Board or legislature, any shortage in the funding of increments will be funded

by turnover savings, only to the extent that turnover savings are available. Any increment earned but not funded shall not be paid retroactively but shall be effective when funds are available.

Turnover savings are defined as: "the ongoing (permanent) difference between the compensation level of a faculty employee who is no longer employed and the compensation level of the faculty replacement." Because turnover savings are defined as permanent savings, they do not include temporary savings that may be realized from such situations as vacant positions, temporary savings from faculty on leave, reassignment or sabbatical, savings resulting from reduction in force, stipend pay, or moonlight pay. "Turnover" does not occur until the full-time permanent tenure-track faculty member has been hired.

Any turnover savings applied to a shortage in increment funding shall be drawn from turnover savings realized during the previous year and if needed from any remaining turnover savings accrual.

Turnover savings not needed/used to cover unfunded increment will accrue and carry forward.

# APPENDIX B: ADJUNCT FACULTY SALARY SCHEDULE

## Section 1: Per Credit Adjunct Schedule and Steps

Effective Summer Quarter 2021

**1. Bachelor's Degree or Temporary Vocational Certificate:**

LEVEL	LECTURE (per credit)	LAB (per credit)
A	861.73	1465.05
B	884.22	1503.09
C	906.48	1541.12
D	929.30	1579.83
E	951.90	1618.31
F	975.92	1659.02

**2. Master's Degree or Above in Teaching Field or Five-Year Vocational Certificate:**

LEVEL	LECTURE (per credit)	LAB (per credit)
A	904.58	1537.77
B	927.51	1576.7
C	950.00	1614.96
D	972.26	1652.77
E	995.20	1691.92
F	1020.25	1734.48

### 3. Doctoral Degree:

LEVEL	LECTURE (per credit)	LAB (per credit)
A	948.21	1612.05
B	970.25	1649.41
C	992.96	1688.12
D	1015.11	1725.71
E	1037.93	1764.41
F	1064.14	1808.84

The rate of pay for independent study shall be \$66.03 per credit hour per student.

Start-up pay for classes canceled within seven calendar days prior to the first class meeting is \$84.89.

### 4. Cost of Living Adjustments

Salary increases for Cost-of-Living Adjustments authorized by the legislature shall be applied to the rates in this section on an across-the-board percentage basis before servicing increments and lane changes, unless otherwise mandated by the legislature.

### 5. Increments

Increments will be applied consistent with State law when funds are available. Any increment earned but not funded shall not be paid retroactively but shall be effective when funds are available.

## Section 2: Per Hour Adjunct Schedule and Steps

### Effective Summer Quarter 2021

#### 1. Bachelor's Degree or Temporary Vocational Certificate:

LEVEL	LECTURE-TYPE CLASSES	LAB-TYPE CLASSES
A	78.34	66.59
B	80.38	68.33
C	82.41	70.05
D	84.48	71.81
E	86.54	73.56
F	88.72	75.41

#### 2. Master's Degree or Above in Teaching Field or Five-Year Vocational Certificate:

LEVEL	LECTURE-TYPE CLASSES	LAB-TYPE CLASSES
A	82.23	69.90
B	84.32	71.67
C	86.36	73.41
D	88.39	75.13
E	90.47	76.90
F	92.75	78.84

### 3. Doctoral Degree:

LEVEL	LECTURE-TYPE CLASSES	LAB-TYPE CLASSES
A	86.20	73.27
B	88.20	74.97
C	90.27	76.73
D	92.28	78.44
E	94.36	80.20
F	96.74	82.22

The rate of pay for independent study shall be \$66.03 per credit hour per student.

Start-up pay for classes canceled within seven calendar days prior to the first class meeting is \$84.89.

### 4. Cost of Living Adjustments

Salary increases for Cost-of-Living Adjustments authorized by the legislature shall be applied to the rates in this section on an across-the-board percentage basis before servicing increments and lane changes, unless otherwise mandated by the legislature.

### 5. Increments

Increments will be applied consistent with State law when funds are available. Any increment earned but not funded shall not be paid retroactively but shall be effective when funds are available.

# Section 3: Hourly Salary Schedule for Adjunct Librarians and Counselors

## Effective Summer Quarter 2021

Adjunct Librarians and Adjunct Counselors will be paid according to the following salary schedule:

### 1. Master’s Degree or Above in Teaching Field or Five-Year Vocational Certificate:

LEVEL		HOURLY RATE
A		\$53.09
B	after 3 quarters of employment	\$55.57
C	after 6 quarters of employment	\$58.04
D	after 9 quarters of employment	\$60.53
E	after 12 quarters of employment	\$63.03
F	Associate Faculty	\$65.79

### 2. Doctoral Degree

LEVEL		HOURLY RATE
A		\$56.01
B	after 3 quarters of employment	\$58.76
C	after 6 quarters of employment	\$60.97
D	after 9 quarters of employment	\$63.45
E	after 12 quarters of employment	\$65.92
F	Associate Faculty	\$68.81

### 3. Cost of Living Adjustments

Salary increases for Cost-of-Living Adjustments authorized by the legislature shall be applied to the rates in this section on an across-the-board percentage basis before servicing increments and lane changes, unless otherwise mandated by the legislature.



#### 4. **Increments**

Increments will be applied consistent with State law when funds are available. Any increment earned but not funded shall not be paid retroactively, but shall be effective when funds are available.

## **Section 4: Proportional Pay**

### 1. **Insufficient Enrollment**

If an online, virtual, hybrid, and/or hybrid/virtual class assigned to an instructor being paid on the Adjunct Faculty Salary Schedule (Appendix B) has insufficient enrollment and is slated for cancellation, the instructor may elect to teach the class for a proportional rate of pay based on the course capacity as listed on Curriculog.

### 2. **Overloads**

Instructors who teach online, virtual, hybrid, and/or hybrid/virtual classes based on the Adjunct Faculty Salary Schedule (Appendix B) may overload a class for proportional pay (based on 10<sup>th</sup> day enrollment) with the approval of the division chair.

### 3. **Combined Classes**

Instructors who teach online, virtual, hybrid, and/or hybrid/virtual classes based on the Adjunct Faculty Salary Schedule (Appendix B) may elect to combine two class enrollments in two of the same modalities offered the same quarter to reach sufficient enrollment in both or to attain full pay for at least one class.

### 4. **Load and Benefits**

Any calculations based on a proportional rate on the Adjunct Faculty Salary Schedule (Appendix B) shall also be applied to an instructor's annual load and eligibility for benefits.

# APPENDIX C: FACULTY PREMIUM RATES

Effective Summer Quarter 2021

## Section 1: Division Chairperson Premium

Division Chairpersons shall receive 4/9 released time or a stipend equivalent to the release, based on the lecture-type credit rate in [Appendix B](#), as directed by the division ([Article IV, Section A](#)).

## Section 2: IC Chairperson Premium

Instructional Council Chairpersons shall receive 4/9 released time or a stipend equivalent to the release, based on the lecture-type credit rate in [Appendix B](#).

## Section 3: IC Vice Chairperson Stipend

Instructional Council Vice-Chairpersons shall receive a quarterly stipend of \$2000.00.

## Section 4: Division and IC Chairpersons Summer Stipend

Division and Instructional Council Chairperson shall receive a Summer quarter stipend of \$3000.00.

## Section 5: Division and IC Chairpersons Annual Stipend

Division and IC Chairpersons shall receive an annual stipend of \$3,629.76 for additional work between quarters.

## Section 6: Coordinators Premium

Program Coordinators shall receive released time or a stipend equivalent to the release, based on the lecture-type credit rate in [Appendix B](#), as per [Article IV, Section B](#).

## Section 7: Tenure Review Committee Chairperson Stipend

Faculty members serving as Tenure Review Committee Chairpersons shall receive an annual stipend of \$1000, paid in three equal quarterly increments.

## Section 8: Post-Tenure Committee Chair Stipend

Faculty members serving as Post-Tenure Review Committee Chairpersons shall receive an annual stipend of \$300, paid at the conclusion of the review process.

## Section 9: Tenure Review Advisory Committee Members

Faculty members serving as Tenure Review Advisory Committee members shall receive six (6) credits released time or a stipend equivalent to the release, based on the lecture-type credit rate in [Appendix B](#), to be distributed throughout the academic year according to the preference of the faculty member.

## Section 10: IC Subcommittee Chair Stipends

Faculty members serving as chairpersons of designated Instructional Council Subcommittees shall receive 3/9 release or a stipend equivalent to the release, based on the lecture-type credit rate in Appendix B, as directed by [Article IV, Section C](#).

## Section 11: Student Programs Premiums

Program	Academic Year 2021-22	Academic Year 2022-23
Choir	\$5532.00	\$5654.00
Current	\$5532.00	\$5654.00
Drama	\$5532.00	\$5654.00
Music (per musical)	\$1384.00	\$1414.00

It is agreed that the above extra-duty activities are separate from a faculty member's normal duties and therefore exempt from tenure application. It is further agreed that nothing in this schedule shall be construed to require the Employer to maintain such programs or assignments.

Salary increases for Cost-of-Living Adjustments authorized by the legislature shall be applied to the rates above on an across-the-board percentage basis before servicing increments and lane changes, unless otherwise mandated by the legislature.

## Section 12: Associate Faculty

Associate faculty will be paid a service stipend of \$35 per hour for up to 15 hours per quarter (excluding summer) to participate in divisional/department work such as attending division meetings, participating in-service activities, etc. (see [Article VI, Section I](#) for more information).

Additional required meetings or in-service activities beyond 15 hours per quarter (excluding summer) will be paid at a rate of \$35 per hour.

Additional Associate Faculty project work, approved by the appropriate dean or VPI, beyond/outside the required 15 hours will be paid at a rate of \$48 per hour.

# APPENDIX D: PROFESSIONAL AND TECHNICAL SALARY PLACEMENT AND IN-SERVICE CREDIT ADVANCEMENT

## Section 1: Salary Lanes

LANE I	LANE II	LANE III	LANE IV	LANE V	LANE VI	LANE VII	LANE VIII
	Learning Period	Learning Period	Learning Period	Learning Period	Learning Period	Learning Period	Learning Period
Learning Period	+	+	+	+	+	+	+
+	3 years	3 years	3 years	3 years	3 years	3 years	3 years
3 years	+	+	+	+	+	+	+
	15	30	45	60	75	90	105
	Approved Credits	Approved Credits	Approved Credits	Approved Credits	Approved Credits	Approved Credits	Approved Credits

## Section 2: Learning Period

Apprentice training; formal education and/or on-the-job training as required to obtain full journeyman status or its equivalent as determined by the Dean of Professional and Technical Programs in consultation with the faculty of the trade or technical field.

## Section 3: Experience

Experience after or beyond learning period; initial evaluation based on approved work experience directly related to instructional field--normally evaluated at one (1) year of approved experience equated to one (1) step on the salary schedule; return to industry experience (approved leave of absence) equated to equal instruction time.

## Section 4: Credits Beyond the Learning Period

### A. Service Credit Rates

- i. For each work experience subsequent to initial salary placement, professional and technical faculty shall receive in-service credits at the rate of one (1) credit for each forty (40) hours of relevant work experience up to twelve (12) credits (480 hours).
- ii. After twelve (12) credits, if continuing at the same task, a faculty member shall receive two-thirds (2/3) of a credit for each subsequent forty (40) hours of relevant work experience.

One (1) Credit = Ten (10) clock hours teacher education

---

One (1) Credit = Ten (10) hours specialized training

---

One (1) Credit = One (1) college credit

---

Fifteen (15) Credits = One (1) year (twelve [12] consecutive calendar months)  
work experience directly related to instructional field.

---

# APPENDIX E: IN-SERVICE CREDIT COMPUTATION SCHEDULE FOR FACULTY MEMBER'S CONTINUING EDUCATION EXPERIENCE

Continuing Education Experience	Faculty Member Status		Computation of In-Service Credit	
	New Hire	Presently Employed	In-Service Credit	Hours of Credit
1. Academic Course	X	X	1	1
2. In-Service Course	X	X	1	1
3. Trade and Industrial Institutes		X	1	10 Hrs.
4. Vocational Teacher Education, etc.	X	X	1	10 Clock Hrs.
5. Conventions, Conferences, Workshops, Retreats		X	1	10 Hrs.
6. *Service on Committees, Boards, or other approved activities		X	1	10 Hrs.

\* Approved by appointing authority (President or Vice President of Instruction)

## **APPENDIX F: CONTINUING EDUCATION**

Salary for instructors of continuing education classes shall be paid a minimum of \$15.00 per contact hour. However, if initial student enrollment is inadequate for the class to be self-supported, the instructor may elect to be compensated with 65% of the actual student fees collected instead of the normal hourly rate.

# APPENDIX G: ADVISING

## Section 1: Advising Responsibilities

### A. General Responsibilities

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

- i. Faculty will advise their assigned advisees each quarter and proactively outreach to their students.
- ii. Examples include Quarterly Advising Day, concerns regarding academic progress as delineated in an educational plan, academic and career goals, and timely registration.
- iii. Proactive outreach shall be defined as an attempt made by the faculty to contact the advisee.

### B. Career and Technical Programs, Transitional Studies, and English Language Learning Faculty

- i. Faculty members who teach in Career and Technical Programs, Transitional Studies (TS), and English Language Learning (ELL) will fulfill their advising obligations within their individual programs.
- ii. Upon applying or identifying a program of study, students will be assigned to appropriate program faculty.
- iii. ELL students will be advised at the end of the quarter based on faculty recommendations and schedules.

### C. Academic Transfer Programs

- i. Faculty members who teach in Academic Transfer Programs or Divisions will fulfill their advising obligations by advising academic transfer students.
- ii. Faculty may organize their advisement of advisees in a variety of ways.
- iii. Faculty will attempt to interact with their assigned advisees at least once each quarter.

### D. Coordinated Efforts

- i. Instructional Divisions and departments will work collaboratively to ensure advising efforts are coordinated and meet student needs.

## Section 2: Assignments of Advisees

### A. General Provisions

- i. Assignment of advisees will occur after students have completed an educational plan and received first quarter advising, unless faculty advisor assignment during first quarter advising is deemed appropriate for student needs.
- ii. Advisee assignments will be made based on student program goals, intent, or interest area.



- iii. In areas that traditionally have fewer than 30 advisees, the college will have the option of assigning other populations where a need has been identified due either to advising capacity or need for faculty expertise. Such examples may include:
  - a. Placement advising: English and Math.
  - b. First quarter students: degree and career planning.
  - c. Exploratory students (AA): assisting students who are undecided on academic goals to move towards goal identification.
  - d. Academic probation advising: working with students who are placed on academic intervention due to not meeting academic progress two quarters in a row.
  - e. Advising between quarters: general advising to assist with general questions, registration, placement and/or getting started at Green River.

**B. Number of Advisees**

- i. Faculty shall not have more than 30 advisees unless deemed necessary by program faculty or instructional dean.
- ii. New Full-Time, Tenure Track Faculty
  - a. Advisees will be assigned in the third quarter of the new faculty's full-time employment.
  - b. The advising load for new faculty will be a maximum of 15 in their first quarter of advising students.

**C. Adjunct Faculty**

- i. Adjunct faculty members may be invited to participate in advising training and assist in advisement of students in programs in which the number of advisees exceeds 30 advisees per full-time faculty member.
  - a. See [Article IV Section Q "Extra Duties or Activities"](#) for details.

## Section 3: Advising Days

**A. Scheduling**

- i. One day each quarter will be scheduled for advising related activities. The Advising Day will include cancellation of evening classes.
- ii. Advising Day activities organized by the Instructional Council, in coordination with other campus stakeholders, will be communicated to the campus community in order to support appropriate referrals of students to Advising Day activities.

**B. Advising Training**

- i. New Full-Time, Tenure-Track Faculty
  - a. New full-time, tenure-track faculty will attend 3 hours of training during the first two quarters of employment.
- ii. Returning Full-Time Faculty

- a. Returning full-time faculty members will attend 1 hour of advising updates during Opening Week.

## Section 4: Division Chairperson

### A. General Provisions

- i. Division Chairperson will support the coordination of advising activities and represent their divisional advising concerns through conversations with appropriate advising administrators.
- ii. Division Chairperson are exempt from traditional advising responsibilities unless the division Chairperson opts in.
- iii. Where no reasonable alternative exists, and with prior approval from the appropriate administrator, Division Chairperson may participate in advising duties, as outlined above, and may be compensated up to four (4) additional days per academic year:
  - a. 3 pre-scheduled advising days,
  - b. plus one full day equivalent across the same academic year.

## Section 5: Advising Compensation

All full-time faculty members performing program and course advising as described in this Appendix will be compensated \$1,000 per academic year excluding summers.

## Section 6: Summer Compensation

### A. Summer Advising Need: CTE, TS, and ELL

- i. Instructional Deans of CTE programs and TS and ELL will coordinate with Division Chairperson and Program Coordinators to identify summer advising needs and how they will be met.
- ii. The number of hours needed must be agreed upon beforehand.

### B. Faculty Summer Advising

- i. Participating faculty members shall submit to their Dean an electronic informational report on their advising duties performed during Summer Quarter by the last day of Summer Quarter.
- ii. Compensation, based on [Article IV, Section Q \(Extra Duties or Activities\)](#), will be paid following receipt of the report.

## Section 7: Guided Pathways

### A. General Provisions

- i. As Guided Pathways implementation progresses, advising duties and responsibilities may be subject to change.

- ii. Changes will be considered and approved through the Labor & Management Committee and announced to affected faculty members in a timely manner.

# APPENDIX H: IEP ACADEMIC EMPLOYEES

This Appendix shall govern working conditions for academic employees in the IEP program.

## Section 1: Collective Bargaining Agreement Provisions

### A. Provisions that apply to IEP faculty without modification:

[Preamble](#)

[Article I](#)      [Section A: Recognition](#)

[Article IV](#)      [Section G: Travel](#)

[Section I: Personnel Records](#)

[Section J: Standard and Miscellaneous Deductions](#)

[Section K: Pay Periods](#)

[Section N: Safety and Security](#)

[Article V](#)      [Section R: Legal Representation](#)

[Section S: Complaints](#)

[Article VI](#)      [Section N: Adjunct Faculty Sick Leave/Absence from Assignment](#)

[Article VII](#)      Leaves and Faculty Development (All sections shall apply except as specified below in this appendix)

[Article VIII](#)      Compensation and Benefits (All sections shall apply except as specified below in this appendix)

[Article XI](#)      Grievance Procedure

[Article XIV](#)      [Section A Resignation](#)

[Section B.1 Procedure](#)

[Article XV](#)      Agents Rights and Privileges

[Article XVI](#)      Academic Freedom, Faculty Rights, and Intellectual Property

[Article XVII](#)      Scope of Agreement

[Article XVIII](#)      Duration

[Appendix H](#)      IEP Academic Employees

[Appendix I](#)      Position Description and Application Process

### Further Provisions

- i. All sections of Article VII of this contract shall apply to core annually-contracted faculty.
- ii. Only Sections B, D, F and G of Article VII shall apply to quarterly-contracted faculty.
- iii. Leaves for core annually-contracted faculty shall be as defined in [Article VII](#).

- iv. Quarterly-contracted instructors shall receive sick leave as stipulated in [Article VI, Section N](#).
- v. Quarterly-contracted faculty are eligible to receive Personal Days as defined in [Article VII, Section A.3](#).
- vi. Any provision of the Collective Bargaining Agreement not enumerated in Section 1, above, shall not apply to IEP faculty.
- vii. Job descriptions reflecting the duties of IEP faculty will be maintained.
- viii. Faculty shall be designated as either quarterly-contracted or annually-contracted.
- ix. The following conditions shall additionally apply to IEP faculty:

## Section 2: Core Annually Contracted Faculty

### A. Contract

- i. Annually-contracted faculty are hired for three (3) quarters at a level of one hundred seventy-six (176) contract days per year. These days shall be allocated as follows:
  - a. 54 instructional days fall quarter.
  - b. 54 instructional days winter quarter.
  - c. 53 instructional days spring quarter.
  - d. 15 curriculum days, of which 8 may be for testing (2 in fall, winter, spring and summer quarters), 7 for in-service training (campus-wide and departmental) and curriculum coordination with adjunct faculty.

### B. Program Structure

- i. Annually-contracted faculty shall work with the Associate Dean and other IPEL/IEP staff to restructure the IEP into 2 distinct but related programs divided between Kent Campus (IEP levels 1-3; English Language Institute) and Main campus (IEP levels 4-5; Academic Bridge).
  - a. Each program shall establish its own curricular goals and pedagogical approaches, instructional methodologies and assessments specific to the populations of the respective programs.
- ii. Annually-contracted faculty will also establish effective testing procedures to identify and place students at the appropriate level in either program, as well as articulate how a student progresses from one program to the other.
- iii. The newly structured programs will be implemented upon a mutually agreed upon date.
- iv. Work plans, milestones and deadlines and a detailed implementation schedule will be drawn up and supported by stipends and/or release time as agreed upon by the IEP Program Director and the Vice President of International Programs, with input from the core faculty member.

### C. Summer Assignments

- i. If annually-contracted faculty wish to teach summer quarter, they will have first right of refusal for classes.
- ii. When teaching summer quarter, they will be compensated according to the adjunct salary schedule.

**D. Programmatic Duties**

- i. Annually-contracted faculty shall be responsible for assisting the IEP Program Director with programmatic duties such as testing, placement and activity coordination.
- ii. Annually-contracted instructors shall assist the IEP Program Director to develop, implement, and periodically review an IEP strategic plan.
- iii. Annually-contracted instructors shall be responsible for assisting the IEP Program Director in developing and implementing a system of peer observation to be conducted once (1) per year.
- iv. Annually-contracted instructors shall assist quarterly-contracted instructors in improving methods of instruction, selecting appropriate textbooks, using facilities effectively, and in other instructional matters.

**E. Contracts**

- i. The individuals initially hired as annually contracted shall be as mutually agreed.
  - a. Subsequent annually-contracted appointments shall be pursuant to the selection procedures of the Agreement.
- ii. Individuals initially hired as annually contracted shall have right of first refusal to any subsequent annually-contracted work effective as of their initial annual contract.
- iii. Individuals subsequently hired as annually contracted shall have right of refusal to any subsequent annually-contracted work effective as of their second annual contract.

**F. Evaluation**

- i. All annually-contracted instructors will be evaluated by the IEP Associate Dean once per year.
- ii. Student evaluation forms will be submitted to the IEP Associate Dean for all classes taught.
- iii. Individuals not initially hired as annually contracted shall be evaluated during the first, second, and fourth quarters during the first year in which they are annually contracted.

**G. Salary**

- i. Annually-contracted faculty shall be placed on the IEP Annually-Contracted Faculty Salary Schedule

**H. Instructional Council Representation**

- i. One (1) annually-contracted instructor shall serve as IEP Faculty Representative at the Instructional Council. They will attend IC meetings and division chair meetings every week of fall, winter and spring quarters.

- a. The IEP faculty representative to the IC will receive 1/3 release time per quarter when serving in this capacity.
  1. In addition, they agree to work closely with the IEP Program Director on projects related to instruction and professional development for the program, including carrying out adjunct faculty observations on a quarterly basis except summer.
  2. If the IEP faculty representative elects to work during summer quarter, at the IEL Program Director's discretion, they will work with the IEP Program Director on projects and initiatives for the remaining 1/3 release time.

**I. Grievance**

- i. The Director of IEP shall work with the Office of Human Resources to address IEP faculty grievance and/or disciplinary matters.
  - a. Appeals on either matter shall be heard by the Vice President of International Programs.

**J. Course Assignments**

- i. Annually contracted instructors will be assigned a full load of classes before quarterly-contracted instructors are assigned classes.
- ii. Seniority for annually-contracted employees shall be based on the date on which the instructor signed their first annual contract to teach in the Green River College IEP program.

**K. Extra Compensation, Released Time, and Special Duties**

- i. The Vice President of International Programs may provide extra compensation, released time, or support for special additional duties on a one-time, quarterly, or annual basis.
- ii. A written application for special additional duty compensation must be submitted to the Vice President for consideration and approval.

**L. Procedure for Hiring Annually-Contracted IEP Instructors**

- i. The request to hire process must be followed prior to advertising.
- ii. A job description for the position shall be written and recommended by at least one (1) annually-contracted instructor and the IEP Director to the Vice President of International Programs, who will then submit it to the Office of Human Resources.
- iii. All positions will be open a minimum of five (5) weeks.
  - a. If during the initial recruitment it is determined by the Senior Director of Human Resources and the Vice President of International Programs that there is not sufficient diversity represented in the applicant pool, they may exercise the option of extending the recruitment process for an additional four (4) weeks.
  - b. The Human Resources Office will monitor the applicant pool for diversity throughout the recruitment process.

- iv. Each position description shall have the information indicated in [Appendix I](#).
- v. All positions will be advertised in various publications, including minority publications nationwide.
  - a. The department may also advise the Office of Human Resources as to schools, professional organizations, or areas of the country in which to advertise.
- vi. The IEP Program Director and at least two (2) annually-contracted IEP instructors will review pertinent applications and credentials and submit recommendations to the Vice President of International Programs or designee for final selection.
- vii. Prior to hiring recommendation, the IEP Program Director will meet with the Senior Director of Human Resources and the Vice President of International Programs to discuss the hiring process, which will include diversity issues in the department, hiring process, interview questions, and a teaching demonstration.
- viii. Once candidates have been selected for preliminary interviews, the Senior Director of Human Resources will review the pool for diversity.
  - a. If the pool is found to be insufficiently diverse, the IEP Program Director may be asked to review additional candidates.
  - b. If there are no qualified minority candidates within the final pool of candidates, the college may re-advertise the position.
- ix. The IEP Program Director and at least one (1) annually-contracted instructor will interview each candidate separately.
  - a. The Vice President of International Programs may join in the interview process.
- x. The IEP Program Director shall provide up to four (4) names of the final candidates to the Vice President of International Programs and the College President for final selection.
  - a. The committee may note the strengths and weaknesses of the candidates and other special qualifications of the candidates.
  - b. If the President does not select from among the recommended candidates, the process shall be repeated.
- xi. If it is determined that there is insufficient time to carry out a complete and thorough hiring process, the Vice President of International Programs may choose to hire a full-time replacement, fill the position with part-time faculty, or leave the position vacant.
- xii. After the interviews have been completed, all notes, rating documentation, and reference checks must be returned to the Office of Human Resources, along with all copies of applications.
- xiii. The Office of Human Resources will send letters to non-selected applicants.

## **Section 3: Adjunct Quarterly-Contracted Faculty**

### **A. Definition**



- i. Quarterly-contracted adjunct faculty are hired on a quarterly basis and have no expectancy of continued employment.
- B. Quarterly Contracts**
- i. Quarterly-contracted faculty contract shall be allocated as follows per quarter:
    - a. 220 hours instruction, evaluation, and assessment per quarter.
    - b. Quarterly-contracted adjunct faculty shall be compensated from [Appendix B: Adjunct Faculty Salary Schedule](#) for lecture-type classes and placed on the schedule according to [Article VI Section O](#).
    - c. Each quarterly-contracted instructor shall also be compensated for up to nine (9) hours per quarter for meetings as well as for any other non-instructional assignments authorized and approved by the IEP Program Director.
    - d. Quarterly-contracted instructors shall be compensated for non-instructional activities at the established rate.
- C. Adjunct Observations**
- i. Adjunct faculty will be observed by the IEP program director or a full-time IEP core faculty member according to the following schedule:
    - a. Once per quarter for the first three quarters after being hired (Probationary period).
    - b. After that, once per year for three years.
    - c. After that, once every three years.
- D. Quarterly Contract Assignments**
- i. Quarterly-contracted assignments will be made fairly and equitably considering seniority, academic preparation, teaching experience, and other relevant factors, with consideration given to quarterly-contracted adjunct faculty members' stated schedule preferences.
  - ii. Seniority for quarterly-contracted employees shall be based on the number of hours taught in the program.
- E. Procedure for Hiring Quarterly-Contracted IEP Instructors**
- i. A job description for the position shall be written and recommended by at least one (1) annually-contracted instructor and the IEP Program Director to the Vice President of International Programs, who will then submit it to the Office of Human Resources.
  - ii. When quarterly-contracted positions are advertised, the Office of Human Resources may be notified to assist with affirmative action recruitment. The college will make every attempt to recruit qualified minority applicants for all positions.
  - iii. Periodically, the Office of Human Resources will conduct targeted recruitment for all IEP quarterly-contracted instructor positions to develop a diverse pool of applicants.
    - a. The applications will be forwarded for review and consideration.

- iv. The IEP Program Director and at least one (1) annually-contracted instructor will review pertinent applications and credentials and submit recommendations to the Vice President of International Programs or designee for final selection.

## Section 4: Discipline/Termination

The college reserves the right to discipline or terminate an employee during the term of their employment contract for cause. This discipline and termination process does not apply to rehiring an employee after the term of their employment has expired provided that failure to grant first right of refusal to annually-contracted instructors for a subsequent appointment must be for cause.

## Section 5: IEP Annually-Contracted Faculty Salary Schedule

### 1. Effective Summer Quarter 2021

Credits	255	270	285	300	315	330	345	360	375
Year 1*	65788	67369	68941	70513	72085	73666	75238	76809	78383
Year 2	69077	70649	72221	73802	75374	76946	78527	80098	81672
Year 3	72366	73938	75510	77083	78663	80235	81808	83380	84953
Year 4	73804	75376	76948	78521	80101	81673	83246	84818	86392
Year 10	75242	76814	78386	79959	81539	83111	84684	86256	87830

Three Year Vocational Certificate: 2422 per contract year

Five Year Vocational Certificate: 3509 per contract year

Master's Degree: 3509 per contract year

Doctor's Degree: 6774 per contract year

There shall be no pyramiding of certificate/degree premiums.

\*Experience from time of hire as core faculty at GRC.

# APPENDIX I: POSITION DESCRIPTION AND APPLICATION PROCESS

## 1. Position Summary

## 2. Position Responsibilities

## 3. Minimum Qualifications

## 4. Preferred Qualifications

## 5. Terms of Employment

## 6. Salary Placement

## 7. Application Procedure

- i. Application information may be obtained from the Green River College Office of Human Resources. Please call (253) 833-9111 to request an application. Attach the following with your completed online application:
  - a. Cover letter that specifically describes how you meet the MINIMUM and PREFERRED QUALIFICATIONS
  - b. •Resume
  - c. •Copies of unofficial college transcripts (optional based on the committee chair and Dean's recommendation).
  - d. •Three (3) letters of recommendation (optional based on the committee chair and the Dean's recommendation), written within the last year, at least 2 of which address your teaching experience.
  - e. •Three professional references with, email, telephone number and address.
  - f. •Responses to supplemental questions.

## 8. Selection Procedure

The hiring recommendation committee or a sub-committee of the hiring recommendation subcommittee will screen all applications. Candidates selected to be interviewed will be invited to campus for personal interviews and a classroom teaching demonstration with the hiring recommendation committee. The hiring recommendation committee will recommend finalists to the Vice President of Instruction. For IEP, the hiring recommendation committee will recommend to the Vice President of International Programs and Extended Learning.

## 9. All completed applications must be received by\_\_\_\_, at 11:59 p.m.

Responsibility for submission of all required application materials before the deadline rests with the applicant. Incomplete applications will not be processed. Other, unsolicited materials will not be shared with the selection committee and will not be returned to the applicant.

**Jeanne Clery Statement: Notice of Availability of Annual Security and Fire Safety Report--** Green River College's Annual Safety and Fire Report is available online at

<https://www.greenriver.edu/campus/campus-safety/clery-act/> containing mandated information about current campus policies concerning safety and security issues, required statistics, and other related information for the past three calendar years. To obtain a paper copy of the report, please call 253-288-3350.

EQUAL OPPORTUNITY EMPLOYER: Green River College does not discriminate on the basis of race, creed, color, national origin, gender, gender orientation, age, marital status, religion, disability, genetic information or on any other unlawful basis. The college is committed to preventing and stopping discrimination, including harassment of any kind and any associated retaliatory behavior.

The following person has been designated to handle inquiries regarding the non-discrimination policies: Senior Director of Human Resources, 12401 SE 320th Street, Auburn, WA 98092-3622, (253)288-3320. To receive this information in an alternate format, please contact Disability Support Services at (253) 833-9111, ext. 2631; TTY (253) 288-3359.

# APPENDIX J: FACULTY EMERITUS BENEFITS AND PRIVILEGES

1. Use of the title Faculty Emeritus.
2. Listing on Faculty Emeritus link on GRC Website that includes professional biographies and photos
3. Faculty Emeritus recognition tiles in the Kennelly Commons provided by the College.
4. GRC business cards that include Emeritus title.
5. Allowed to march in graduation.
6. Faculty Emeriti are encouraged to participate in volunteer opportunities as recruiters or outreach ambassadors at mutually agreed upon events within the community. (Example: visit service clubs.)
7. Attend and/or participate in faculty lecture series on campus.
8. Faculty Emeriti are encouraged to participate in volunteer opportunities in support facilities such as Advising, Help Center, Math Learning Center, and Writing Center.
9. Use of College recreational facilities at same fee as faculty.
10. Use of College library.
11. Use of a unique Green River account, configured similarly to a student email account.
12. Use of College faculty lounge and general lounges.
13. Use of College cafeteria/food services.
14. Use of College student center (see above regarding recreational facilities).
15. Attend faculty in-service programs, workshop and other appropriate activities.
16. Attend lectures, programs, theater, forums and other presentations provided at the same fee as faculty.
17. Attend College social functions to which faculty are invited.
18. Catalog listing: Faculty Emeritus, by his or her consent, will be listed in the college catalog until such time as they request not to be listed or until deceased.
19. Attend any function for emeritus faculty.

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# CONTINUOUS “BARGAINING” MEMORANDUM OF UNDERSTANDING

Throughout the life of the current Collective Bargaining Agreement, the Green River United Faculty Coalition and the administrative leadership of Green River College agree to initiate and/or continue information- and input-gathering and informal bargaining over the processes and issues listed below, among others that may be added through mutual agreement.

The intent of this work is to ready proposals to be considered and finalized when the Collective Bargaining Agreement is fully opened for renegotiation. Further, both the agent and the college agree to consider partial reopening during the life of this CBA when and if a policy or practice change is explicitly needed to remove barriers to equity or to address systemic discrimination to which processes or policies outlined within the CBA have been demonstrated to contribute.

- Complaint Process and Conflict Response
- Restorative Justice Process
- Progressive Discipline Process
- Faculty Safety
- Full-Time Workload Balance and Allocation
- Adjunct Salary Equity
- Adjunct Faculty Hiring
- Faculty On-Boarding and Retention
- Salary Structure
- Remote and E-Learning Work Provisions