



Green River Community College

AGREEMENT BETWEEN

**THE BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT
NO. 10**

AND

**THE GREEN RIVER UNITED
FACULTY COALITION**

**Expires:
June 1, 2014**



Table of Contents

Article I	Recognition	2
Section A	Recognition of Agent	2
Section B	Excluded Personnel	2
Section C	Recognition of Right to Bargain	3
Section D	Equal Opportunity Employment	3
Article II	Definitions	3
Section A	Definitions	3
Section B	For Purposes of Tenure	4
Article III	Selection of Faculty and Division Chairs	5
Section A	Selection of Full-time Faculty	5
Section B	Procedure	5
Section C	Replacement for Faculty on Leave	6
Section D	Faculty Assignment	6
Section E	General Standards of Qualifications	7
Section F	Selection of Division Chairs	7
Section G	Compensation for Division Chairs	7
Article IV	Divisional and Institutional Operations	7
Section A	Division Operations	7
Section B	Program Coordinators	8
Section C	Instructional Council	9
Section D	Course Adoption/Revision Forms (CARS)	10
Section E	Part-time Classes taught by Full-time Faculty	10
Section F	Travel	10
Section G	Summer School	11
Section H	Personnel Records	11
Section I	Standard and Miscellaneous Deductions	11
Section J	Pay Periods	12
Section K	Assignment of Courses	12
Section L	Substitutes	12
Section M	Safety and Security	12
Section N	Class Cancellations	12
Section O	PA&I: Program Assessment and Improvement	12
Section P	Extra Duties and Activities	13
Article V	Terms of Employment	14
Section A	Job Description for Instructional Faculty	14
Section B	Job Description for Division Chair	15
Section C	Job Description for Instructional Council Chair	17
Section D	Job Description for Counseling Faculty	17
Section E	Job Description for Faculty Librarians	18
Section F	Job Description for Adjunct Faculty	19
Section G	Job Description for Student Programs Area	20
Section H	Workload	20

Section I	Daily Assignment Span _____	20
Section J	Office Hours _____	20
Section K	Counselor Work Assignments _____	21
Section L	Instructor Contact Hour Load _____	21
Section M	Double Sections _____	22
Section N	Learning Communities _____	22
Section O	Independent Study Courses _____	23
Section P	Adjunct Faculty _____	23
Section Q	Calendar _____	30
Section R	Legal Representation _____	31
Section S	Complaints _____	31
Section T	Materials and Ownership _____	32
Article VI	Leaves and Faculty Development _____	32
Section A	Illness, Injury, Bereavement, Emergency, Personal Day and Shared Leave _____	32
Section B	Civil Duty Leave _____	33
Section C	Legislative Leave _____	33
Section D	Family Leave _____	33
Section E	Military Leave _____	34
Section F	Professional Day _____	34
Section G	Military Training Leave _____	35
Section H	Professional Leave with Pay _____	35
Section I	Faculty Development Program _____	36
Section J	Faculty Training _____	37
Section K	Professional Leave without Pay and Reduction of Workload _____	38
Section L	Continuing Education Improvement _____	39
Section M	Faculty Excellence Awards _____	39
Article VII	Compensation and Benefits _____	41
Section A	Placement on the Salary Schedule _____	41
Section B	Movement on the Salary Schedule _____	42
Section C	Record of Credits _____	43
Section D	Insurance _____	43
Section E	Teacher Retirement Plans _____	43
Section F	Parking Facilities and Fees _____	44
Article VIII	Tenure _____	44
Section A	Tenure _____	44
Section B	Procedures of Tenure _____	44
Article IX	Review of Tenured Faculty _____	49
Section A	Implementation _____	49
Section B	Timelines _____	49
Section C	Faculty Participants _____	50
Section D	Review Team Formation _____	50
Section E	Oversight _____	50
Section F	Review Process _____	50
Section G	Final Action _____	51
Section H	No Fault _____	52
Section I	Stipends _____	52
Section J	General Provisions _____	52

Article X	Grievance Procedure	52
Section A	Grievance Procedure	52
Section B	Adjustment of Grievances	52
Section C	General Provisions	53
Section D	Jurisdiction of Arbitration	54
Section E	Appeal of Arbitration	54
Article XI	Termination of Employment	54
Section A	Dismissal Philosophy	54
Section B	Dismissal for Cause	55
Section C	Procedures Governing Dismissal for Cause	55
Article XII	Reduction-in-Force (RIF)	60
Section A	Reduction-in-Force	60
Section B	Preliminary Procedures	61
Section C	General Procedures Relating to Reduction-in-Force	61
Section D	Specific Procedures Regarding Reduction-in-Force	66
Article XIII	Resignation - Retirement	70
Section A	Resignation	70
Section B	Retirement and Emeritus	70
Article XIV	Agent Rights and Privileges	71
Section A	Release of Assignment	71
Section B	Bulletin Boards	71
Section C	Mail	71
Section D	All College Faculty Member Meeting	71
Section E	Information Service	71
Section F	Meetings of Concern	71
Section G	Attendance at Conferences and Meetings	72
Section H	Rosters	72
Section I	Public Information	72
Section J	Budget	72
Section K	Agency Shop	72
Section L	Facilities	73
Section M	Labor/Management Committee	73
Article XV	Scope of Agreement	73
Section A	Preamble and Appendices	73
Section B	No Unilateral Reopening of Agreement	73
Section C	Additional Revenues/Funds and Consultation with the Agent	73
Section D	Negotiated Agreement	74
Section E	Entire Negotiated Agreement	74
Section F	Unlimited Right and Opportunity to Negotiate	74
Section G	Management Rights and Prior Practice	74
Article XVI	Duration	75

APPENDICES

Appendix A	Full-time Faculty Salary Schedule _____	76
Appendix B	Adjunct Faculty Salary Schedule _____	77
Appendix C	Premiums and Stipends _____	78
Appendix D	Professional and Technical Salary Placement and In-service credit Advancement _____	79
Appendix E	In-service Credit Computation Schedule for Faculty Member's Continuing Education _____	80
Appendix F	Statement of Academic Freedom and Faculty Rights ____	81
Appendix G	Community Education _____	83
Appendix H	Advising _____	84
Appendix I	Distance Learning _____	86
Appendix J	IESL Academic Employees _____	91
	IESL Salary Schedule _____	97
Appendix K	Position Description and Application Process _____	100
	Memorandum of Understanding _____	101
Index	_____	102

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

AGREEMENT

BETWEEN

**THE BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 10**

AND

THE GREEN RIVER UNITED FACULTY COALITION

EXPIRES: June 1, 2014

1 **AGREEMENT**

2
3 **By and Between the**

4
5 **Board of Trustees of Community College**
6 **District No. 10**
7 **and the**

8
9 **Green River United Faculty Coalition**
10

11
12 This Agreement is by and between the Board of Trustees of College District No. 10,
13 hereinafter called the "Employer," and the Green River United Faculty Coalition, hereinafter
14 called the "Agent."
15

16 The Employer and the Agent agree that this contract shall be binding on both parties except
17 that this Agreement shall be subject to all present and future State laws and/or directives of
18 the Legislature or the Governor of the State of Washington. Should any provision or
19 provisions become unlawful by virtue of the above or by declaration of any court of
20 competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision
21 of this Agreement not declared invalid shall remain in full force and effect for the term of
22 the Agreement. If any provision is found invalid then the Employer and the Agent shall
23 enter into immediate negotiations on the specific invalidated item or items for the purpose,
24 and solely for the purpose, of arriving at a mutually satisfactory replacement of the specific
25 provision.
26

27
28 **ARTICLE I**

29
30 **RECOGNITION**

31
32
33 SECTION A RECOGNITION OF AGENT

34
35 The Employer hereby recognizes the United Faculty Coalition as the exclusive negotiating
36 representative for all the Community College District No. 10 faculty members in the
37 following categories and as further defined in RCW 28B.52:
38

- 39
40 1. Instructional Faculty
41 2. Division Chairpersons
42 3. Counseling Faculty
43 4. Instructional Resources and Services Faculty (job titles in this category will include,
44 but not be limited to "Librarians")
45

46 SECTION B EXCLUDED PERSONNEL
47

48 Personnel excluded from representation by the Agent include administrative, exempt, and
49 classified employees excluded by law from the Washington State Personnel Board rules.
50

51 The terms of this Agreement shall apply to academic employees assigned to programs
52 delineated in Appendix G only to the extent designated in Appendix G.

1 SECTION C RECOGNITION OF RIGHT TO BARGAIN

2
3 An excluded category or group having a common community of interest shall have the right
4 as a unit to petition for an election for recognition and to bargain a contract.

5
6 SECTION D EQUAL OPPORTUNITY EMPLOYMENT

7
8 There will be no discrimination against any faculty member or any applicant for any faculty
9 appointment or promotion to positions covered under this Agreement on the basis of race,
10 creed, color, national origin, ancestry, age, sex, sexual orientation, organizational affiliation,
11 handicap, or marital status. It is understood the Employer shall maintain an Affirmative
12 Action and Title IX Program.
13
14
15

16 **ARTICLE II**

17 **DEFINITIONS**

18
19
20 SECTION A DEFINITIONS

21
22 The following definitions apply specifically to the Agreement, augment definitions with
23 specific sections of this Agreement, and are believed not to be contrary to law.
24

- 25 1. **Leaves:** Refer to Article VI (Leaves and Faculty Development).
- 26
27 2. **Committee:** A group elected, volunteered or appointed, who meets at the request
28 of the appropriate Vice President or the President to fulfill a specific College function.
29 A committee, to be validated for the award of in-service credit, shall select a
30 chairperson, meet for a minimum of ten (10) clock hours per year for each in-service
31 credit, shall maintain summary minutes, and shall, at the end of the academic year,
32 file a report with or forward its recommendation(s) to the appropriate administrator.
33
- 34 3. **Full-Time Teaching Faculty:** Full-time teaching faculty members shall have
35 responsibilities, which include, but are not limited to, the following:
36
37 a. Daily work span (Article V, Section I)
38
39 b. Office hours (Article V, Section J)
40
41 c. Contact hour load (Article V, Section L)
42
43 d. Job description for instructional faculty (Article V, Section A)
44
- 45 4. **Full-Time Counselors, Librarians:** Full-time faculty including Counselors and
46 Librarians shall have responsibilities which include, but are not limited to, the
47 following:
48
49 a. Counselors (Article V, Section D)
50
51 b. Librarians (Article V, Section E)
52

c. Daily work span (Article V, Section I)

5. **Replacement Faculty:** Faculty who replace full-time faculty members, who receive a contract for a specified length of time, and who are paid from the annual salary schedule.

6. **Adjunct Faculty:** Adjunct faculty who receive a quarterly contract as defined in Article V, Section P, and who are paid from the salary schedule provided in Appendix B.

7. **Adjunct faculty Appointment:** Any faculty appointment that does not comply with the above definition of full-time faculty appointment shall be deemed to be a temporary faculty appointment. The contract furnished to adjunct faculty members shall explicitly declare that the faculty member has received a temporary faculty appointment. Adjunct faculty shall not be subject to the tenure laws of the State of Washington. Categories of adjunct faculty are as follows:

a. **Temporary--Special Funding:** Faculty who are given a full-time contract for a specific time and whose employment is funded by special purpose, temporary funds.

b. **Adjunct Faculty:** Faculty who receive a quarterly contract or who are assigned a workload consistent with the limits of Article V, Section P (Adjunct Faculty).

c. **Lecturers:** Faculty members with outstanding knowledge or skills employed for a limited, specialized purpose, hired on a specified contract and who are paid an amount determined by mutual consent. (Lecturer appointments for any one (1) year shall not exceed two percent (2%) of the total tenured and probationary full-time faculty.)

d. **Substitute Faculty:** Faculty who temporarily fill the responsibilities of a full-time faculty member (usually for a short period of time), who are given a contract, and who are paid from the Appendix B salary schedule.

8. **Emeritus Faculty:** Definition: 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. Emeritus faculty may be hired for part-time employment with the College without affecting their emeritus status.

SECTION B FOR PURPOSES OF TENURE

1. **Tenured Faculty:** Faculty members who are appointed for an indefinite period of time and whose appointment may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington and Article XI (Dismissal for Cause) and Article XII (Reduction-in-Force).

2. **Faculty Peer:** One who holds a tenured faculty appointment.

3. **Probationary Faculty:** Faculty members who are appointed for a designated period of time and whose appointment may be terminated without cause upon

1 expiration of the probationer's term of employment, but may be terminated with
2 cause prior to the expiration of the terms of employment as defined by the laws of
3 the State of Washington and Article VIII (Tenure), Article XI (Dismissal) and Article
4 XII (Reduction-in-Force).

- 5
6 4. **Probationer:** Any individual holding a probationary faculty appointment.
7
8
9

10 11 **ARTICLE III**

12 13 **SELECTION OF FACULTY AND DIVISION CHAIRPERSONS**

14 15 SECTION A SELECTION OF FULL-TIME FACULTY

16
17 Recommendations regarding the selection of faculty applicants shall be made by those
18 administrators and faculty who know the abilities the position requires in order to select the
19 best candidate. Competency in the assigned field and an understanding of the purposes of
20 a comprehensive community college are criteria basic to selection.
21

22 SECTION B PROCEDURE

- 23
24 1. A request to hire form must be submitted to cabinet for approval prior to advertising.
25
26 2. A job description and closing date for the position shall be written and recommended
27 by the division chair and appropriate dean. The Dean of Instruction shall submit a
28 written job description to the Vice President of Instruction, who will then submit it to
29 the Office of Human Resources.
30
31 3. All positions will be open a minimum of 6 weeks. If during the initial recruitment, it
32 is determined by the Vice President for Human Resources and the Vice President of
33 Instruction that there is insufficient diversity represented in the applicant pool, they
34 may exercise the option of extending the recruitment process for up to an additional
35 4 weeks. The Human Resources Office will monitor the applicant pool for diversity
36 throughout the recruitment process.
37
38 4. Each position description shall have the following information on each
39 announcement. (See Appendix K)
40
41 5. All positions will be advertised in various publications, including minority publications
42 nationwide. The division may also advise the Office of Human Resources as to
43 schools, professional organizations or areas of the country in which to advertise.
44
45 6. A screening committee will be formed by the division to screen and interview
46 candidates for the position. The committee will consist of up to three full-time
47 members of the division to which the candidate will be assigned, one full-time faculty
48 member outside the division, the division chairperson and the Dean. When hiring
49 counseling faculty, the Vice President of Instruction may appoint either an
50 instructional dean or student services administrator to serve in the role of the Dean to
51 serve on the screening committee. The division will elect the committee member from
52 outside the division.

7. Prior to screening the applications, each committee will meet with the Vice President for Human Resources and the Vice President of Instruction to discuss the hiring process which will include diversity issues in the department, hiring process, interview questions, and teaching demonstration.
8. The screening committee will review the applications and select candidates for interviews.
9. Once candidates have been selected for preliminary interviews, the Vice President for Human Resources will review for diversity; the committee may be asked to review additional candidates. If there are no qualified minority candidates within the final pool of candidates, the college may re-advertise the position.
10. The screening committee will interview each candidate separately.
11. The screening committee shall provide up to four names of the final candidates to the Vice President of Instruction and the President for final selection. The division may note the strengths and weaknesses of the candidates and other special qualifications of the candidates. If the President does not select from among the recommended candidates, the process shall be repeated.
12. If it is determined by the appropriate administrator there is insufficient time to carry out a complete and thorough hiring process, the division chairperson or his/her designee shall call a division meeting. Those present shall recommend to the appropriate Vice President of Instruction a course of action such as to hire a full-time replacement, fill with part-time faculty, or to leave vacant.
13. 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.
14. The Office of Human Resources will send letters to non-selected applicants.

SECTION C REPLACEMENTS FOR FACULTY ON LEAVE

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

SECTION D FACULTY ASSIGNMENT

All tenured or probationary full-time faculty shall be assigned to a division. Full-time counselors and librarians shall be assigned to a division by the Vice President of Instruction consultation with the appropriate division chairperson. All counselors shall be assigned to the same division and all librarians shall be assigned to the same division. New faculty shall be informed as to the requirements of this assignment by the appropriate administrator and division chairperson. They shall be informed of the representing organization, and that the Agreement is available in the college library. A copy of the Agreement will be furnished to each new full-time faculty member.

1 SECTION E GENERAL STANDARDS OF QUALIFICATIONS FOR COMMUNITY COLLEGE
2 PERSONNEL

3
4 The appropriate administrator shall be responsible for keeping faculty informed as changes
5 occur or as certification requirements are due regarding general or specific standards for
6 community college personnel established by Washington Administrative Code or other state
7 standards of qualification.
8

9 SECTION F SELECTION OF DIVISION CHAIRPERSONS

10
11 Members of each division shall elect their chairperson. The new chairperson must be
12 elected for the succeeding quarter by mid-quarter of the last quarter of the incumbent's
13 term. Under emergency conditions, such as death or long term absence due to illness of
14 the incumbent, the election shall be held within thirty 30 days. If an election is not
15 concluded within these time frames, the appropriate dean shall appoint a tenured faculty
16 member from the division. If a tenured faculty member will not accept the appointment,
17 the dean shall act as the division chair until an election is scheduled and concluded in
18 accordance with the time schedules outlined above. Only tenured faculty from the division
19 are eligible for election to the position. Each division shall determine its own nominating,
20 balloting, election and recall procedures, and shall so notify the College President. The term
21 of office shall be no less than two (2) years and no more than three (3) years, as
22 determined by the division. Every currently-employed faculty member of the division shall
23 have at least one-third (1/3) vote. Division Chairpersons may be removed from such
24 responsibilities by the Vice President of Instruction for cause.
25

26 SECTION G COMPENSATION FOR DIVISION CHAIRPERSONS

27
28 Division chairpersons shall receive four-ninths (4/9) released time or the premium in
29 Appendix C, as directed by the divisions. Up to one-ninth released time may be assigned to
30 another division member as determined by the division. The division shall notify the
31 Vice President of Instruction as to which option it chooses for each quarter/year.
32

33 Division chairpersons shall also receive an annual stipend (see Appendix C) for additional
34 work, including duties between quarters and during summer quarter. Specific duties
35 covered by this stipend and the times at which such duties shall be carried out shall be
36 mutually determined by the Vice President of Instruction or his/her designee and the
37 individuals involved.
38
39
40

41 **ARTICLE IV**

42 **DIVISIONAL AND INSTITUTIONAL OPERATIONS**

43
44
45 SECTION A DIVISION OPERATIONS

46
47 I. The faculty members of each division shall develop written policies and procedures
48 regarding such matters as the following:
49

- 50 1. Institutional, inter-divisional, and intra-divisional class scheduling.
51

2. Divisional/departmental program and course offerings, including initiation and approval of Course Adoption/Revision (CAR) and Program Adoption/Revision (PAR) proposals.
3. Development of budget allocation, supply and equipment priorities for divisional programs and courses.
4. Goals, objectives and needs of the division.
5. Class schedule and work span for individual faculty members.
6. Individual faculty workload in terms of contact hours.
7. Minimum and maximum class size appropriate for course objectives.
8. Class overloads.
9. Assignment of classes to adjunct faculty in accordance with Article V, Section P, paragraph 8.a.

II Divisions shall have policies governing the assignment of Distance Learning courses to any faculty member in a formal evaluative process (tenure, post-tenure, adjunct faculty file, and post-file).

Proposed written policies and procedures adopted by the divisions will be submitted to the Vice President of Instruction for approval. Such policies and procedures shall be reduced to writing. In the event that such policies or procedures are not approved by the Vice President of Instruction, the VPI shall notify the division in writing of the specific reasons. 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. A meeting of concern will include the College President, or his/her designee, Vice President of Instruction, Agent President, and division chairperson. After such meeting, the Employer may implement changes as part of any District-wide standardization of policies and procedures.

SECTION B PROGRAM COORDINATORS

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. Final approval for program coordinator positions and selection shall reside with the Vice President of Instruction. The VPI shall review and approve the job responsibilities for each coordinator position. Program coordinators shall receive 1/3 released time or the coordinator stipend as specified in Appendix C,

The following programs currently meet the criteria specified above and have been approved by the VPI: OTA, PTA, Nursing, ABE and ESOL.

1 SECTION C INSTRUCTIONAL COUNCIL

2
3 An instructional council composed of the division chairpersons, the IESL Faculty
4 Representative, the Vice President of Instruction, and the deans for instruction shall meet
5 twice a month to deal with matters of concern regarding the instructional program. The
6 council will act as the voice of the faculty on all matters related to instruction. Specifically,
7 the council will

- 8
9 1. Plan and coordinate inter-campus scheduling for all classes under existing divisions.
10
11 2. Review and present a majority position of the division chairpersons and the IESL
12 Representative to the Vice President Instruction concerning program additions,
13 reductions or changes, including assignment or reassignment of programs to
14 divisions.
15
16 3. Review proposed class offerings.
17
18 4. Prepare, review and evaluate short- and long-range goals of the instructional
19 programs.
20
21 5. The Instructional Council shall establish appropriate committees to make known its
22 recommendations regarding those instructional matters for which it has significant
23 responsibility. The duties and responsibilities of these committees shall be
24 determined by the Instructional Council.
25

26 The following committees shall be designated as subcommittees of the Instructional
27 Council. Each division shall have the right to name one voting member to each of
28 these committees:
29

30 Faculty Training/In-Service Day Committee
31 Learning Outcomes Committee
32 Faculty Curriculum Review Committee
33

34 Matters relating to contractual negotiations will not be considered by the Instructional
35 Council.
36

37 The Instructional Council shall elect a chairperson and adopt and publish its own operational
38 procedures. The chairperson shall be a faculty member who is not a division chairperson
39 and shall receive 1/3 released time. The specific duties of the IC chairperson shall be in
40 accordance with Article V, Section C. For the purpose of learning the duties of the
41 Instructional Council chairperson, the chair-elect shall receive 1/3 released time during the
42 quarter prior to the quarter in which he/she assumes office if he/she has not previously
43 served as Instructional Council chairperson.
44

45 The Instructional Council chair shall have an additional annual stipend as set in Appendix C.
46 Specific duties covered by this stipend and the times at which such duties shall be carried
47 out shall be mutually determined by the Vice President of Instruction or his/her designee and
48 the individual(s) involved.
49

50 A majority vote of the division chairpersons and the IESL Faculty Representative will be
51 presented to the Vice President of Instruction as a recommendation. Upon request of the

1 Instructional Council, the Vice President of Instruction will provide a status report of
2 his/her action relative to the council's recommendations and his/her plan for future action.

3 4 SECTION D COURSE ADOPTION/REVISION FORMS

5
6 A course adoption/revision form (CAR) will be developed for each course taught at the
7 College. Each new course or revision to an existing course must be approved by the
8 division to which the course is assigned. The division chairperson will take the responsibility
9 to see that this task is completed and shall sign each CAR prior to forwarding to the
10 appropriate dean's office. The CAR must be prepared and filed with the Vice President of
11 Instruction at least two (2) weeks prior to the starting date of the course. The Vice
12 President of Instruction may grant preliminary approval of proposed new courses that have
13 been approved by the division but not yet processed by the Faculty Curriculum Review
14 Committee and approved by the Instructional Council. Courses granted preliminary approval
15 shall be offered for a maximum of one quarter. To be offered beyond this one-quarter period,
16 a course must be approved by the Instructional Council.

- 17
18 1. Faculty who teach regularly scheduled classes must follow the CAR developed for
19 that course.
20
21 2. All CARs will be reviewed once every three (3) years according to the provisions
22 adopted by the Instructional Council. Any written changes shall be submitted to the
23 appropriate dean and the Faculty Curriculum Review Committee by the end of winter
24 quarter of the review year.
25
26 3. Faculty members will inform students that copies of all course syllabi are filed in the
27 dean's offices for student use.
28

29 SECTION E PART-TIME CLASSES TAUGHT BY FULL-TIME FACULTY

30
31 All full-time faculty members shall have the right of first refusal to teach classes in their
32 regularly assigned instructional area (discipline) outside of the seven (7) hour assignment
33 span as assigned by the appropriate administrator in any academic quarter, including
34 summer, provided a written request is submitted five (5) weeks prior to the beginning of
35 the class offering. Except for full-time assignments which are required to maintain a full
36 load, these assignments (including summer school) shall be paid from the adjunct faculty
37 salary schedule in Appendix B.
38

39 SECTION F TRAVEL

40
41 Faculty members who are unable to use College-owned or College-leased vehicles will be
42 reimbursed at the maximum rate permitted by statute.
43

- 44 1. Reimbursement shall be at the currently established rate and in conformance with
45 state regulations.
46
47 2. Within the limitation of the division budget, the College shall reimburse, at the
48 maximum allowable rate, a faculty member for travel and expenses to attend
49 workshops, seminars, or courses, as approved by the appropriate division
50 chairperson, dean and Vice President of Instruction in accordance with Office of
51 Financial Management regulations.
52

SECTION G SUMMER SCHOOL

The summer school quarter will be developed on the same number of contact hours as the other quarters of the academic calendar. Summer school faculty appointments and course offerings shall be developed by the division members and the appropriate administrator(s).

1. Course offerings and appointments of summer faculty will be given prior to May 15. Exceptions to this policy will be made by the appropriate administrator(s) after consultation with the division chairperson and the division faculty member.
2. The division faculty members shall be responsible for rotating summer school appointments on an annual basis whenever possible or necessary among qualified full-time faculty members who have made written application by April 1.
3. Alternate Contract/Summer Quarter: 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. 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. This summer quarter assignment must be equivalent to the substituted quarter's assignment on a contracted day basis.

SECTION H PERSONNEL RECORDS

Official personnel records for all faculty members shall be maintained by the Office of Human Resources. The records shall contain, for example, evaluations, references, student or other testimonials, press releases, committee assignments and in-service credit records. Information shall not be placed in the file without the faculty member's knowledge. The faculty member shall be notified in writing when material (other than routine administrative forms) is added to his/her file and shall be afforded the opportunity to initial and date all such material. Initialing does not necessarily imply agreement with the contents of the material. The faculty member may attach a written response to any item in the file or insert any material in the file.

Derogatory letters and materials 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. Derogatory letters and materials shall be processed in accordance with applicable State laws. No anonymous materials shall be placed in the file.

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. With appropriate advance notice during working hours, faculty members may review their personnel files. No information shall be used to affect the employment status of a faculty member unless it has been placed in his/her master personnel file.

SECTION I STANDARD AND MISCELLANEOUS DEDUCTIONS

In addition to standard deductions, the Employer shall make available to all faculty a payroll deduction procedure for membership in various insurance plans, tax-sheltered annuities and

professional organizations, and shall deliver monies so collected to the duly authorized agent. This authorization must be in accordance with the regulations of the OFM.

The Agent agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, 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 J PAY PERIODS

Pay periods shall be in accordance with state regulations. Faculty may contact the payroll office for specific dates of paydays.

SECTION K ASSIGNMENT OF COURSES

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

SECTION L SUBSTITUTES

If a faculty member judges that the objectives of a class may be significantly compromised by his/her absence from class, he/she may request a substitute to begin teaching on the third consecutive day of absence. All such requests shall require the approval of the appropriate administrator to be implemented. 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.

SECTION M SAFETY AND SECURITY

The College shall maintain procedures and provide training to faculty to ensure safety in the workplace in times of threat, emergency or natural disaster.

No instructional employee shall be required to work under unsafe or hazardous conditions or to perform tasks that endanger his or her 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.

SECTION N CLASS CANCELLATIONS

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.

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 O PROGRAM ASSESSMENT AND IMPROVEMENT

1. Programs that are required to undergo the PA&I process shall do so once every five years.

2. 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 intended to evaluate program viability.
3. 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:
 - a. Physical Therapist Assistant
 - b. Occupational Therapy Assistant
 - c. Practical Nursing
 - d. ABE/GED/ESOL
 - e. Natural Resources, which is on a 10-year accreditation cycle, shall be exempt every other time, which is equivalent to a 10-year PA&I cycle.
 - f. Court Reporting, Automotive, Drafting and Auto Body programs shall be exempt with the provision that their 5-year accreditation reporting processes be amended to include Sections E, G and H (assessment) of the PA&I process, as well as an exit meeting with the dean and VPI.
4. 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.
5. Each year, approximately one-fifth of the programs shall undergo the PA&I process. 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.
6. On completion of the first PA& I process, each program shall receive a stipend of \$700. On completion of the second and subsequent PA&I processes, each program shall receive a \$300 stipend. The full-time faculty in the program shall determine how these stipends will be used and distributed.

SECTION P EXTRA DUTIES OR ACTIVITIES

To ensure the quality and success of instructional programs some faculty perform extraordinary duties or activities. The VPI 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. An application for extra duty compensation must be submitted annually to the division chair and the dean for consideration. Final approval for compensation, released time or support for extra duties will reside with the Vice President of Instruction.

1
2 **ARTICLE V**
3

4 **TERMS OF EMPLOYMENT**
5

6 **SECTION A JOB DESCRIPTION FOR INSTRUCTIONAL FACULTY**
7

8 1. Basic Function:
9

- 10 a. The instructor's primary function is to teach students and foster a professional
11 environment which is conducive to learning.
12
13 b. The instructor's secondary function is to facilitate appropriate operational
14 policies and procedures of the institution.
15
16 c. The instructor will communicate and work collaboratively with the division and
17 the Division Chair.
18

19 2. Specific Function Relating to Instruction and Learning:
20

- 21 a. To teach courses in accordance with approved Course Adoption and Revisions
22 Forms (CARs), and with class syllabi developed by individual instructors.
23
24 b. To assist students by making appropriate use of any or all services, facilities,
25 materials and methods available for enhancing the learning process.
26
27 c. To continually review and improve, when possible, the instructional materials,
28 techniques and methods of instructional evaluation.
29
30 d. To assist students in program planning and course advisement as stated in
31 Appendix H – Advising.
32
33 e. To maintain scheduled office hours for contact with students.
34
35 f. To maintain one's knowledge and professional skills in his/her discipline.
36
37 g. To participate in tenure and post-tenure evaluations.
38

39 3. Intra-Institutional Relationships:
40

- 41 a. To work with the Vice President of Instruction, Dean of Instruction, and the
42 division chairperson to periodically evaluate institutional programs and, where
43 necessary, develop new course offerings consistent with the goals and
44 objectives of the institution.
45
46 b. To participate in curriculum development as a normal part of a faculty
47 member's work assignment as referenced in 3a, above. However, the
48 Vice President of Instruction has the authority to approve special projects in
49 curriculum development, which the Vice President of Instruction considers to
50 be above and beyond the scope of the normal job description.
51

- c. To work with the division chairperson, the appropriate dean and the curriculum office in the catalog development process.
- d. To maintain appropriate records and submit required state reports and appropriate institutional reports.
- e. To fulfill College commitments as may be mutually agreed upon by the instructor and the appropriate chairperson or administrator.
- f. To perform committee work on various standing and ad hoc College committees. In no instance shall the faculty member be expected to serve on more than two (2) committees per year. The faculty member may at his/her option choose to serve on more than two (2) committees per year for in-service credit.
- g. 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.
- h. To provide faculty expertise in outreach and course promotion when deemed necessary by a faculty member, division chair or appropriate administrator.
- i. To participate in the integration of a quarterly early alert process.

SECTION B JOB DESCRIPTION FOR DIVISION CHAIRPERSON

1. Basic Function: The division chairperson is a faculty member who is additionally responsible for representing the division to other components of the College. The division chairperson is responsible for assisting the appropriate dean and/or Vice President of Instruction with operations, planning, budgeting, staffing, supervising, evaluating and reporting in matters relating to the division.
2. Specific Responsibilities and Authority:
 - a. Coordinates the decision-making process of the division.
 - b. Provides for initial and follow-up orientation of new faculty members in cooperation with appropriate administrative personnel.
 - c. Develops and reviews, in consultation and by mutual agreement with the division faculty and appropriate administrator, the long-range divisional goals and needs.
 - d. Develops, in consultation and by mutual agreement with the appropriate faculty, the divisional budget for submission to the administration and allocates divisional funds.
 - e. Advises and assists students regarding divisional programs and procedures.
 - f. Reviews statistical data on the division, evaluates divisional operations and reports divisional accomplishments to the appropriate administrator.

- g. In consultation with the division faculty members, develops, prepares, and coordinates annual and quarterly course schedules, teaching assignments, budgets, reports, agendas, requests, special assignments, and instructor class loads.
- h. Coordinates public relations information, press releases and divisional inventory processes and approves divisional equipment maintenance requests and new or additional facility planning.
- i. Communicates and maintains liaison with the division, administration, other divisions, students, related organizations, work experience programs, the community and advisory committees.
- j. Encourages faculty to participate in professional activities such as conferences, conventions and professional associations.
- k. Evaluates College educational and administrative policies and/or procedures for the purpose of recommending changes.
- l. Cooperates with the coordinator of advising in implementing divisional advising schedules and procedures.
- m. Maintains consistency between College instructional policy and instructional procedures in the division.
- n. Assists divisional members in writing, evaluating and improving course offerings, methods of instruction, selection of textbooks, use of facilities and other instructional matters.
- o. Coordinates divisional activities with the Library.
- p. Ensures the evaluation of adjunct faculty members and in consultation with the division recommends their inclusion in the Adjunct Faculty File and coordinates post-file evaluations.
- q. Reviews new developments in divisional courses and programs in relation to senior institutions and community colleges and identifies implications for divisional programs in consultation with the appropriate administrator.
- r. Participates in the recruitment and selection of all divisional faculty members and other non-teaching employees.
- s. In accordance with the Complaint section of the contract, assists in the resolution of student complaints concerning fulltime and adjunct faculty members.

3. Intra-Institutional Relationships:

- a. Vice President of Instruction – Accountable to the Vice President of Instruction for the interpretation and fulfillment of specific responsibilities and authority.

- b. Deans - Works with the appropriate dean for planning, organizing and evaluating performance standards of the divisional activities and programs.
- c. Student Services Staff - Cooperates with student services staff as a resource person regarding divisional activities and programs.

SECTION C JOB DESCRIPTION FOR INSTRUCTIONAL COUNCIL CHAIRPERSON

1. Basic Function: The Instructional Council 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 Instructional Council.
 - b. Meet regularly with the Vice President of Instruction to identify issues to be placed on the I.C.'s agenda, follow up on the I.C.'s recommendations to the Vice President of Instruction, keep the Vice President of Instruction informed of the I.C.'s views on matters of instructional policy.
 - c. Meet regularly with division chairpersons and the Vice President of Instruction to determine agenda items and to facilitate communication and cooperation between the division chairpersons and the Vice President of Instruction.
 - d. Oversee all I.C. 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 I.C. 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 Instructional Council.
 - h. Prepare a year-end report to the Vice President of Instruction and the division chairpersons evaluating I.C. activities, summarizing its success in meeting short-term goals, and outlining its long-term goals.

SECTION D JOB DESCRIPTION FOR COUNSELING FACULTY

1. Basic Function: 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 E FACULTY LIBRARIANS

1. Basic Function: Faculty Librarians, under the direction of the Dean of the Library, are responsible for library instruction, reference services, collection development, cataloging, systems management, circulation, serials, and the college archives.
2. Specific Responsibilities and Duties:
 - 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 the library and its 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, paragraphs 3.a-i)
 - c. Coordinates library instruction, reference services, collection development, cataloging, systems management, circulation and/or serials 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.
 - h. Assists in recruiting and interviewing prospective staff members.
 - g. Places requests for supplies and equipment.
 - i. Assists in supervision of library staff and student help.

- 1
2 j. Performs other faculty duties per Article V, Section A, paragraph 3.a-h, and
3 Article V, Section A, paragraph 4.a-d.
4

5 SECTION F ADJUNCT FACULTY
6

7 1. Basic Function:
8

- 9 a. The adjunct instructor's primary function is to teach students and foster a
10 professional environment which is conducive to learning.
11
12 b. The instructor's secondary function is to facilitate appropriate operational
13 policies and procedures of the institution.
14
15 c. The instructor will communicate and work collaboratively with the Division,
16 department lead and the Division Chair.
17

18 2. Specific Function Relating to Instruction and Learning:
19

- 20 a. To teach courses in accordance with approved Course Adoption and Revision
21 forms (CARs), and with class syllabi developed by individual instructors.
22
23 b. To assist students by making appropriate use of any or all services, facilities,
24 materials and methods available for enhancing the learning process.
25
26 c. To be accessible to students at a mutually agreeable time to assist them with
27 learning problems associated with class materials.
28
29 d. To maintain one's knowledge and professional skills in his/her discipline.
30
31 e. To participate in periodic evaluation of the individual instructors' effectiveness
32 and accomplishments. (Refer to Section P for details).
33
34 f. All instructional policies applicable to the full-time contracted faculty shall
35 apply to the adjunct faculty who may, at their discretion, participate in all
36 instructional activities and in the determination of divisional and College
37 policy.
38

39 3. Intra Institutional Relationships:
40

- 41 a. To participate as a member of the division whenever possible and when
42 available.
43
44 b. In no instance shall adjunct faculty be expected to perform committee work
45 on various standing and ad hoc College committees, but may be invited to do
46 so.
47
48 c. To assist the college, when it is reasonable to do so, in monitoring the
49 maintenance and safekeeping of college supplies and equipment as assigned
50 to the instructor and as related to his or her instructional area/or assignment.
51

d. To participate, if possible, in the adjunct faculty orientation (as a new faculty member) and to adhere to published policies and procedures as outlined in the adjunct faculty handbook.

e. To participate in the integration of a quarterly early alert process.

SECTION G STUDENT PROGRAMS AREA JOB DESCRIPTION

Student programs area job descriptions, affecting faculty members, shall be mutually developed and agreed to by the concerned parties. Either party may request the presence of the Agent's representative during the development of the job descriptions. These job descriptions, which pertain to the positions listed under Student Program Premiums in Appendix C, shall be grievable.

SECTION H WORKLOAD

There will be an instructional workload in terms of contact hours for all members of the instructional faculty. Only under unusual circumstances will this limit be exceeded. When the range is exceeded, it shall be at the request of the appropriate administrator or division chairperson and with the written acceptance of the faculty member. The Agent shall be notified in advance of this action. When the maximums are exceeded, one (1) of the following will occur:

1. Exceptions Requiring Payment: Instructors who are requested to and who accept a yearly contact hour load exceeding the maximum shall be given additional compensation at the appropriate rate from the temporary salary schedule.
2. Exceptions Requiring No Additional Payment: Contact hour load in excess of those yearly maximums shall be implemented only with the consent of the faculty member and in cooperation with the division chairperson and appropriate administrator.

SECTION I DAILY ASSIGNMENT SPAN

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

Assignment schedules for counselors and librarians shall not exceed the seven (7) hour daily assignment span. 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. 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

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.

1
2 SECTION K COUNSELOR WORK ASSIGNMENTS
3

4 A counseling faculty member's workload assignment shall be no more than thirty (30) hours
5 per week in the duties and functions outlined in Article V, Section D, exclusive of division
6 meetings and committee assignments.
7

8 SECTION L INSTRUCTOR CONTACT HOUR LOAD
9

10 Definition of an Instructional Unit (IU): an instructional unit is the measurement used for
11 calculating direct instructional assignments of faculty members.
12

- 13 1. Each division shall attempt to maintain an average annual divisional load of 3.0
14 Instructional Units per faculty member and an average quarterly divisional load of
15 1.0 Instructional Unit per faculty member.
16
17 2. Instructional Units are calculated using the contact hours identified on the CAR for
18 each course and dividing those contact hours by the divisors for each mode of
19 teaching. An instructor teaching a course in more than one instructional mode shall
20 have his/her contact load determined on a proportional basis.
21

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

- 22
23
24 3. The minimum, normal, and maximum instructor loads shall be as follows:
25

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

26
27 Examples:
28

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

- 29
30
31 4. It is the intent that each instructor shall have an annual load as close to the Normal
32 Annual Load as practical.
33
34 5. Faculty who exceed the normal quarterly load of .99 (i.e. 1.0) during any quarter of
35 the regular academic year may choose either of the following options.

Option 1: to accept immediate compensation from the Appendix B salary schedule on a proportional basis as specified in paragraph 2 above.

Option 2: to 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. A faculty member who chooses Option 2 shall be compensated from the Appendix B salary schedule on a proportional basis as specified in paragraph 2 above during spring quarter for any cumulative load in excess of the normal annual load of 3.0 as defined in paragraph 3 above.

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. Applications of this section that may result in reduced compensation for moonlight assignments shall be reviewed by the Labor/Management Committee at the request of the faculty member(s) concerned.

6. Assigned released time shall be included in all load calculations as normal load.
7. Stipend/premium awards shall not affect or be affected by load calculations.
8. In the scheduling of individual faculty Normal Annual Load, factors which shall be taken into consideration include
 - a. The number of preparations.
 - b. The number of students.
 - c. The number of sections taught.
 - d. The instructor's program responsibilities.
 - e. The availability of student help or other instructional support

SECTION M DOUBLE SECTIONS

An instructor who teaches a course, or a portion of a course, as a double section (i.e. two separate sections of the same course are combined and the enrollment has been set at double the capacity on the CAR) shall receive compensation for the additional section from the Adjunct Faculty Salary Schedule listed in Appendix B.

Such courses and/or sections shall be offered only with the mutual agreement of the instructor, the division, and the dean, and if compensated from Appendix B, shall be limited to one per instructor per quarter.

SECTION N LEARNING COMMUNITIES

The College recognizes and supports the value of Learning Communities as a distinct form of teaching in the curriculum. Faculty are encouraged to develop learning community courses to assist in creating a diverse pedagogical learning environment for students of different learning styles. The Instructional Council in consultation with the Learning Communities Committee will make recommendations to the Vice President of Instruction to

1 facilitate the process of development, coordination, implementation and advertising of
2 learning community courses.

3 4 SECTION O INDEPENDENT STUDY COURSES

5
6 Independent study courses as identified in the catalog shall be taught in addition to a full
7 time faculty member's normal annual instructional load and/or extra part-time assignments
8 as defined in Article IV, Section E. In programs and departments in which no full-time
9 faculty member currently teaches, independent study courses as identified in the catalog
10 may be taught by temporary (part-time) faculty members as part of their quarterly
11 assignments. A quarterly independent study contract between the faculty member and the
12 student shall be approved by the division chair and the appropriate dean and maintained in
13 the enrollment services office to be filed with the student's record. Pay for approved
14 assignments shall be at the appropriate independent study rate identified in Appendix B.
15 This rate of pay for independent study shall apply for those approved independent study
16 assignments up to two (2) students per quarter. No independent study course shall be
17 eligible for extra pay if the students are counted in an instructor's regular workload.
18

19 SECTION P ADJUNCT FACULTY

20 21 1. Selection of Full-time Replacement Faculty

22
23 The procedures for selection of full-time replacement faculty shall be the same as for
24 the selection of full-time faculty.
25

26 2. Selection of Adjunct Faculty

- 27
28 a. A job description for the position shall be written and recommended by the
29 division chair and appropriate dean, who shall submit it to the Vice President
30 of Instruction and the Office of Human Resources.
31
32 b. When adjunct faculty positions are advertised, the Office of Human Resources
33 may be notified to assist with affirmative action recruitment. The college will
34 make every attempt to recruit qualified minority applicants for all adjunct
35 positions.
36
37 c. Periodically the Office of Human Resources will conduct targeted recruitment
38 for all adjunct faculty positions to develop a diverse pool of applicants. The
39 applications will be forwarded to each department for review and
40 consideration.
41
42 d. The division chair or his/her designee and at least one other member of the
43 division and the appropriate dean will review pertinent applications and
44 credentials, conduct interviews, and submit recommendation to the
45 Vice President of Instruction or designee for final selection.
46
47 e. Applicants who are hired as adjunct faculty will be given a copy of the
48 Negotiated Agreement and informed of the conditions of employment. The
49 United Faculty President will receive a list of all currently employed adjunct
50 faculty before the end of the sixth week of each quarter.
51

3. 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.
4. Evaluation and Placement in the Adjunct Faculty Employment File.
 - a. The Office of Human Resources shall maintain the adjunct faculty employment file.
 - b. For placement in the adjunct faculty employment file, instructors will be evaluated for a period of two or three quarters during fall, winter, and/or spring quarters.
 - c. Classroom Observations: During the first quarter of evaluation, a committee consisting of two (2) persons (the dean and the division chair or his/her designee from the division) must visit the class and meet with the instructor to discuss their classroom observations. During the second quarter, classroom observations are optional for the committee.
 - d. Student Evaluations: A member of the evaluation committee or a designee shall conduct student evaluations during the first and second quarters using a form approved by the college. Student evaluations will be tallied by a member of the evaluation committee or a designee. A copy of the tally of the evaluations and pertinent verbatim comments will be reviewed by the committee and forwarded to the dean and the adjunct faculty member.
 - e. Additional documentation: An adjunct faculty member may submit statements or letters of reply for consideration in the evaluation process. These documents shall be made an official part of the adjunct faculty member's personnel file if he/she requests.
 - f. Disposition: All documents used in the evaluation process, including observation reports, student evaluations (summaries and raw data) and the final recommendations will be kept on file by the division chair. When the process is complete, the raw data evaluations will be destroyed. Summaries and observation reports will be kept on file for a period of three years.
 - g. Placement in the File: When an instructor successfully completes the evaluation process, the division must forward a recommendation for placement in the adjunct faculty employment file to the dean within twenty (20) working days after the completion of the quarter during which the process was completed. The dean must then approve or reject the recommendation within ten (10) working days of receiving notification from the division. If the dean approves the recommendation, the instructor's name shall be placed in the adjunct faculty employment file for those courses for which that person has been evaluated and judged qualified to teach. The dean will notify the adjunct faculty member, the division, and the Vice President of Instruction of his/her decision and, when appropriate, initiate placement into the file. If the dean does not accept the division's recommendation, he/she must provide the adjunct faculty member and the division with a written rationale for his/her decision.

- 1 h. Extension: Normally, the period of evaluation shall be for two (2) quarters,
2 but when necessary, a determination may be made jointly by the appropriate
3 division and dean to extend the period of evaluation for a third quarter. If,
4 after the second quarter of evaluation, the division does not recommend for
5 placement in the adjunct faculty employment file, it must either recommend
6 to extend the evaluation process for a third quarter or decline to schedule the
7 adjunct faculty member to a class for the next quarter. The division may also
8 decline to schedule an adjunct faculty member to a class after three quarters
9 of evaluation.
10
- 11 i. The division may at any time decline to schedule an adjunct faculty member
12 who is not in the file.
13
- 14 j. Courses considered together: For the purpose of placement in the adjunct
15 faculty employment file, each division shall submit to the dean a listing of all
16 courses or sequences of courses which by the nature of their subject matter
17 may be considered together. When an instructor is placed in the file for one
18 course in a sequence or grouping, he/she, at the discretion of the division,
19 may be placed in the file for all courses in that sequence or grouping. The
20 dean shall act to approve or deny such listings within twenty (20) contractual
21 days of their submission. In the absence of action from the dean, the listings
22 shall be considered approved. Such listings shall stand until superseded by a
23 subsequent listing from the division. If a listing is denied, the division will
24 evaluate each instructor on a course-by-course basis.
25
- 26 k. The dean shall monitor the progress of the evaluation process and ensure that
27 the provisions of this section are carried out in a timely manner.
28
- 29 5. Removal from the Adjunct Faculty Employment File: The name of an adjunct faculty
30 member shall be removed from the adjunct faculty employment file.
31
- 32 a. upon the request of the adjunct faculty member, or
33
- 34 b. when the adjunct faculty member fails to accept three (3) consecutive
35 contract offers, or
36
- 37 c. when the adjunct faculty member is not employed for three consecutive
38 quarters (excluding summer), or
39
- 40 d. when the adjunct faculty member is terminated for cause per paragraph 11
41 below.
42
- 43 6. If a person whose name was in the adjunct faculty employment file reapplies and is
44 granted a temporary employment contract, the division and the appropriate
45 administrator jointly may elect to waive the evaluation procedure.
46
- 47 7. Any faculty member in the adjunct faculty employment file on the date that this
48 agreement is signed will continue to be in the file and subject to review as defined in
49 paragraph 9 below.
50
51
52

1 8. Assignment of Adjunct Faculty:

- 2
- 3 a. Criteria for Assignment: The division chair in consultation with the division
- 4 shall coordinate and recommend assignments of adjunct faculty members to
- 5 the dean. Eligible faculty from the adjunct faculty employment file shall be
- 6 assigned to available classes before adjunct faculty outside the file are
- 7 assigned to classes. Assignments will be made fairly and equitably
- 8 considering seniority, academic preparation, teaching experience and other
- 9 relevant factors, with consideration given to faculty members' stated schedule
- 10 preferences.
- 11
- 12 b. Teaching Load. Eligible adjunct faculty whose primary function is classroom
- 13 instruction can expect to receive assignments of up to 8/9 or 90% of an
- 14 annual load if classes are available. Eligible adjunct faculty whose primary
- 15 function is counselor or librarian can expect to receive assignments of up to
- 16 4/5 of a quarterly load if work is available. The appropriate administrator
- 17 shall determine assignment loads. Such assignments are not limited to 8/9 of
- 18 a quarterly load for instructional faculty and 4/5 for counselors or librarians.
- 19 However, an adjunct faculty member's total assignment shall not exceed 8/9
- 20 or 90% and 4/5 respectively of an annual (fall, winter, spring) full-time load.
- 21
- 22 c. Exceptions. Exceptions to these 8/9 and 4/5 rules shall be made only by the
- 23 College President with notification of the Agent. Exceptions are limited to two
- 24 (2) full-time academic years in succession. Before the exception can be
- 25 applied again, there must be at least a two (2) quarter break (excluding
- 26 summer). During the break, the faculty member may teach up to 8/9 of a
- 27 full-time load, or for counselors and librarians, up to 4/5 of a full-time load.
- 28 Reasons for exception shall include, but not be limited to, replacement of full-
- 29 time faculty on leave, special programs, and emergency situations such as
- 30 illness or the untimely resignation of another scheduled faculty member.
- 31

32 9. Review of Adjunct Faculty in the Employment File

- 33
- 34 a. Student Evaluations: At a minimum, the division shall collect routine student
- 35 evaluations of adjunct faculty every fourth quarter of employment.
- 36
- 37 b. Class Observations: Adjunct faculty in the employment file shall be observed
- 38 during at least one quarter every three years by the division chair, or a
- 39 designated faculty member of the same division.
- 40
- 41 c. The adjunct faculty member will receive a copy of all observation and
- 42 evaluation reports. If necessary, the division chair and/or his or her designee
- 43 will meet with the faculty member to discuss the reports. At the discretion of
- 44 the chair, the dean may be included in this meeting.
- 45
- 46 d. Disposition: All observation reports and student evaluations (summaries and
- 47 raw data) will be kept on file by the division chair. After review of this
- 48 documentation by the division chair and the dean, the raw data student
- 49 evaluations will be destroyed. Summaries and observation reports will be
- 50 kept on file for a period of three years.
- 51

- 1 10. Contract Cancellation. An adjunct faculty member's quarterly contract may be
2 cancelled if his/her services are not needed. Examples of such situations may
3 include, but are not limited to the following:
4
- 5 a. There is insufficient enrollment in the class(es) he/she is contracted to teach.
 - 6 b. The class(es) he/she is contracted to teach is(are) needed to make a full load
7 for a tenured faculty member.
 - 8 c. There is a reduction in program during the period of his/her contract.
9
- 10 11. Termination of Adjunct faculty: An adjunct faculty member shall have his/her
11 employment terminated by the employer if there is a recommendation from the
12 division and/or the appropriate administrator that the adjunct faculty member be
13 terminated and removed from the adjunct faculty employment file for cause, based
14 on documented evidence. If terminated, an adjunct faculty member will be sent a
15 letter indicating the reasons. Nothing herein shall be construed to confer tenure
16 rights and privileges to adjunct faculty members.
17
- 18 12. Course Adoption/Revision (CAR): All adjunct faculty members who teach a regularly
19 scheduled course shall follow the CAR developed for the course and approved by the
20 Vice President of Instruction. (See Article IV, Section D, Course Adoption/Revision
21 Forms)
22
- 23 13. Adjunct faculty – Sick Leave/Absence from Assignment:
24
- 25 a. Calculating and Accumulating Leave. The purpose of these provisions shall be
26 to allow an adjunct faculty member to earn sick leave on a pro-rated basis as
27 measured by comparing his/her instructional contact hours to the
28 instructional contact hours of a full-time faculty member teaching in the same
29 discipline at Green River Community College. Instructional contact hour loads
30 shall be calculated according to Article V, Section L of this agreement.
31
- 32 1) Beginning with his/her first quarter of employment, an adjunct faculty
33 member shall earn sick leave in the amount of %FTEF x 11 hours per quarter,
34 rounded to the nearest one-tenth (.1) hour, where %FTEF is the adjunct
35 faculty member's percentage of a full-time instructional contact hour load
36 he/she is teaching during that quarter.
37
 - 38 2) Each currently-employed adjunct faculty member shall receive his/her full
39 quarterly sick leave award on the first day of the quarter.
40
 - 41 3) No currently-employed adjunct faculty member shall receive fewer than
42 one (1) hour of sick leave per quarter.
43
 - 44 4) An adjunct faculty member's unused sick leave shall be accumulated and
45 made available for use during subsequent quarters of employment, except
46 that no adjunct faculty member shall accumulate more than 80 compensable
47 hours of sick leave in any one year.
48
 - 49 5) Per RCW 28B.50.4893, paragraph 1 and Article VI, Section A of this
50 agreement, an adjunct faculty member may use his/her accumulated sick leave
51 for illness, injury, bereavement, or emergency.

1
2 6) An adjunct faculty member who wishes to transfer his/her full balance of
3 accumulated sick leave from another Washington State institution may do so
4 only after Green River has been his/her sole employer for two consecutive
5 quarters. At any time during the third consecutive quarter, he/she must
6 petition, in writing, the Payroll Office at Green River Community College that
7 such sick leave should be transferred. Failure to petition for transfer by the
8 last day of the third quarter will result in a forfeiture of the adjunct faculty
9 member's opportunity to transfer in leave from another Washington State
10 institution. It is the responsibility of the faculty member to provide certified
11 documentation from the transferring institution as to the remaining balance of
12 sick leave and the transferring institution's formula for calculation. As far as
13 practicable, the number of hours transferred shall be equal to the number of
14 hours that would have been accumulated if the transferring institution
15 awarded sick leave hours at the same rate as Green River Community
16 College. Sick leave transferred from other Washington State institutions shall
17 not be counted toward the adjunct faculty member's 80-hour maximum
18 annual accumulation. Transferred sick leave may not be applied retroactively
19 to leave taken prior to the date of transfer.
20

21 7) A new, full-time faculty member who wishes to transfer sick leave
22 accumulated as an adjunct faculty member at another Washington State
23 institution must petition, in writing, the Payroll Office at Green River
24 Community College that such sick leave should be transferred. Prior to the
25 last day of their first academic year of employment, it is the responsibility of
26 the faculty member to provide certified documentation from the transferring
27 institution as to the remaining balance of sick leave and the transferring
28 institution's formula for calculation. Failure to petition for transfer by the last
29 day of the first academic year will result in a forfeiture of the faculty
30 member's opportunity to transfer sick leave accumulated as an adjunct
31 faculty member at another Washington State institution. Such leave shall be
32 transferred first as adjunct faculty sick leave hours per paragraph 6) above
33 and then shall be converted to full-time faculty sick leave hours per
34 paragraph viii below. Transferred sick leave may not be applied retroactively
35 to leave taken prior to the date of transfer.
36

37 8) For purposes of conversion, one (1) hour of sick leave accumulated as an
38 adjunct faculty member at Green River Community College shall be
39 equivalent to 1.8 hours of sick leave for use as a full-time faculty member.
40 e.g. 180 full time = 100 adjunct.
41

42 9) Disputes concerning sick leave transferred and/or converted per the
43 provisions of paragraphs 6) through 8) above may be appealed to the
44 Labor/Management Committee. However, faculty members who terminate
45 their employment cannot transfer their leave to another employee
46 classification.
47

48 10) An adjunct faculty member may participate in the state's shared leave
49 program. Accumulated sick leave in excess of 240 compensable hours may
50 be donated to other eligible employees consistent with GRCC shared leave
51 policy, RCW 41.04.665 paragraph 4, and WAC 251-22-250 through 251-22-
52 300, and shall be calculated per SAAM 25.40.10.

1
2 11) An adjunct faculty member may participate in the state's attendance
3 incentive program. Accumulated sick leave in excess of 240 compensable
4 hours may be cashed in at the rate of one (1) hour's pay at the current hourly
5 rate for each full four (4) hours of accumulated sick leave.
6

7 12) The College shall maintain an adjunct faculty member's accumulated sick
8 leave balance for 18 months following the faculty member's last quarter of
9 employment at Green River Community College. Accumulated sick leave that
10 is neither used nor transferred to another Washington State institution during
11 those 18 months shall be forfeited.
12

13 13) An adjunct faculty member may transfer out his/her full accumulated
14 sick leave balance per the receiving institution's policies.
15

16 b. Reporting and Deducting Leaves.
17

18 1) An adjunct faculty member shall report to the division chair any leave
19 hours taken and shall document those hours on a leave authorization form
20 within one week after returning to duty.
21

22 2) Any planned leave requires prior notification of at least one week (or
23 longer if established by division policy) and approval by the division chair and
24 the dean.
25

26 3) Leave shall be deducted at the rate of one (1) hour per instructional
27 contact hour during which the adjunct faculty member is absent. (Example:
28 one (1) 50-minute instructional contact hour = one (1) hour of leave.)
29

30 c. These provisions shall be in accordance with RCW 28B.50.4893 and other
31 applicable Washington State laws and are in effect as of March 29, 2004.
32

33 14. Salary Schedule and Placement:
34

35 a. Initial Placement of Adjunct faculty: All adjunct faculty shall be placed on the
36 adjunct faculty salary schedule within thirty (30) days of the beginning of
37 their contractual employment. The adjunct faculty salary schedule is found in
38 Appendix B.
39

40 b. Educational Schedule Placement: All adjunct faculty shall be placed on the
41 salary schedule in accordance with degrees earned, certificates, and
42 equivalent work experience. Instructors will be paid at the bachelor's rate
43 until official transcripts are received showing masters or doctoral degree
44 earned. Pay will be adjusted beginning with the period of the current contract
45 when transcripts are received.
46

47 c. Vertical Experience Placement: All adjunct faculty members shall be placed
48 on the appropriate salary schedule step in accordance with previous full-time
49 and part-time experience at GRCC (three (3) quarters' teaching including
50 summer school shall constitute one (1) step).
51

- d. Vertical Step Advancement: All adjunct faculty shall advance one (1) experience step on the salary schedule after teaching three (3) quarters, including summer quarter.
 - e. 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.
15. Adjunct faculty Office Schedule. 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. The adjunct faculty member shall advise each class and the appropriate administrator when and where he/she will be available for consultation with students.
 16. Adjunct faculty Development. Adjunct faculty who are in the employment file and are currently teaching are eligible to apply for Faculty Development funds. (See Article VI, Section I, Faculty Development).

SECTION Q CALENDAR

Each college academic year calendar shall consist of 171 contracted days for full-time faculty members. Such days shall begin no earlier than the Monday of the week including September 17, and end no later than June 16 for each calendar year. Sunday shall be considered the first day of the week. The faculty contracted days shall be apportioned to coincide with the following provisions:

1. A study day shall be provided each quarter except summer, after the last day of instruction and prior to College-scheduled final examinations, for full-time faculty. The study day shall be an on-campus faculty member contracted day to be used for student study, student-faculty reading, and faculty preparation for final examinations. For each academic year, study days shall be mutually determined by the Agent and the Employer.
2. Advising assignments shall be handled in accordance with Appendix H.
3. A workshop day or session is time organized on a contracted day for the purpose of working on College business.
4. During the week preceding fall quarter, faculty have workshop, meeting and preparation responsibilities. This schedule includes
 - a. All-college workshop: one (1) day
 - b. Division and UF Meetings: one half (.5) day
 - c. Preparation time:two and one half (2.5) days
5. In addition to the workshop in 4a. above, one all-college workshop devoted exclusively to curriculum will be held each fall and winter quarter. One all-college workshop devoted exclusively to interdivision/division curriculum matters will be held each spring quarter.

1
2 SECTION R LEGAL REPRESENTATION
3

4 Legal representation will be provided to faculty members in accordance with State laws,
5 rules and regulations.
6

7 SECTION S COMPLAINTS
8

- 9 1. When the College receives a substantive complaint about a faculty member from any
10 other person, the College shall refer the complaint to the faculty member and the
11 faculty member's division chairperson for informal handling. If a complaint is
12 received about a division chair the complaint shall be referred to another division
13 chair who, when possible, is under the same instructional dean.
14
- 15 2. In the event the complaint cannot be resolved by the faculty member or division
16 chair, or has not been resolved within ten (10) contractual days from the date the
17 complaint is presented to the division chair, the complaint shall be directed to the
18 appropriate instructional dean.
19
- 20 a. The appropriate instructional dean shall meet with the faculty member and
21 the division chair in a timely manner to discuss the complaint informally and,
22 if possible, to resolve it.
23
- 24 b. Such meeting shall normally take place during the faculty member's
25 assignment span and shall ordinarily be made in conjunction with any
26 investigation of the complaint.
27
- 28 c. If written disciplinary action is deemed necessary by the appropriate
29 instructional dean following such meeting(s), he/she shall proceed in
30 accordance with Article IV, Section H regarding personnel records.
31
- 32 3. Also, if the complaint is of a nature requiring the college to respond, the complaint
33 shall be referred directly to the dean.
34
- 35 a. The appropriate instructional dean shall notify the faculty member within
36 twenty (20) contractual days of the date the complaint was made.
37
- 38 b. The appropriate instructional dean shall meet with the faculty member and
39 the division chair in a timely manner to discuss the complaint informally and,
40 if possible, to resolve it.
41
- 42 c. Such meeting shall normally take place during the faculty member's
43 assignment span and shall ordinarily be made in conjunction with any
44 investigation of the complaint.
45
- 46 d. If written disciplinary action is deemed necessary by the appropriate
47 instructional dean following such meeting(s), he/she shall proceed in
48 accordance with Article IV, Section H regarding personnel records.
49
- 50 4. No disciplinary action of any type shall result from a complaint unless the complaint
51 has been reduced to writing, dated and signed by the complainant and presented to

1 the affected employee by the appropriate instructional dean prior to any such
2 disciplinary action.

3
4 5. It is understood that any faculty member may request the presence and consultation
5 of a representative of the Union at any and all meetings regarding complaints.

6
7 6. Exempted from these provisions shall be applications of the district's
8 Nondiscrimination Policies which will be referred directly to the Vice President of
9 Human Resources.

10 11 SECTION T MATERIALS AND OWNERSHIP

12
13 The ownership of any materials, processes, or inventions developed solely by an academic
14 employee's individual effort and expense shall vest in the academic employee and be
15 copyrighted or patented, if at all, in his/her name.

16
17 The ownership of materials, processes, or inventions produced solely for the district and at
18 district expense shall vest in the district and be copyrighted or patented, if at all, in its
19 name.

20
21 In those instances where materials, processes, or inventions are produced by an academic
22 employee with district support, by way of use of significant personnel, time, facilities or
23 other district resources, the ownership of the materials, processes or inventions shall vest in
24 (and be copyrighted or patented by, if at all) the person designated by written agreement
25 between the parties entered into prior to the production. In the event there is no such
26 written agreement entered into, the ownership shall vest in the academic employee.

27 28 29 30 31 **ARTICLE VI**

32 33 **LEAVES AND FACULTY DEVELOPMENT**

34 35 SECTION A ILLNESS, INJURY, BEREAVEMENT, EMERGENCY AND PERSONAL DAY LEAVE.

36
37 Each faculty member shall be credited with up to twelve (12) days of sick leave each year to
38 be accumulated at the rate of one (1) day per month. The leave may be used for illness,
39 injury, bereavement, or emergency. Emergency or bereavement leave in excess of five
40 days may be granted by the appropriate administrator.

41
42 All leaves in this section shall be reported on the appropriate forms to the appropriate
43 administrator. Whenever possible, faculty members shall give advance notice of intent to
44 take leave. Any necessary salary deduction for absences exceeding or not covered by the
45 leave provisions shall be made on the basis of the appropriate number of days or partial
46 days' pay subtracted from the total contracted salary.

47
48 1. **Sick leave** is defined as leave taken because of illness or injury of the faculty
49 member or the serious illness or injury of immediate family/household members
50 which require the assistance of the faculty member.
51

2. **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. Bereavement leave may be granted in the event of the death of other persons if approved by the appropriate administrator.
3. **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. Emergency leave shall exclude attendance at legislative meetings, State Board meetings, lobbying, fund raising and other activities of a political nature.
4. **Emergency weather leave** is defined as leave occurring when inclement weather conditions prevent a faculty member from coming to work. The employee may take emergency weather leave of up to two (2) days per year, non-accumulative. 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.
5. **Personal Day.** Each faculty member shall be granted two personal leave days each calendar year, which shall be non-accumulative and not deducted from the faculty member's sick leave.
6. **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 1 in accordance with State law.

SECTION B CIVIL DUTY LEAVE.

Faculty members may be granted leaves of absence for jury duty, to serve as witnesses at trials, or to exercise other civil duties under subpoena. In such instances, a salary adjustment will be made to deduct any amount received for such civil duty, less expenses, from the employee's monthly salary warrant unless the faculty member writes a personal check for the daily amount, or endorses the check given to him or her by the court. These payments will be made to GRCC at the Payroll Office.

SECTION C LEGISLATIVE LEAVE.

Faculty members will be granted leaves of absence to attend meetings of legislative or governmental committees for the purpose of giving testimony related to the interests of the College. Such leaves will receive prior approval from the administration. Such leave shall not result in the loss of accumulated leave to the faculty member.

SECTION D FAMILY LEAVE

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.

- a. During leave taken under these provisions, the College shall continue to provide the faculty member with medical and dental benefits.
 - b. Faculty will be reinstated to their positions and other benefits upon return from leave.
 - c. Requests for family leave should be made through the appropriate administrator to the Office of Human Resources.
- 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
- d. The probationary period for non-tenured academic employees taking family leave will be extended as provided for in RCW 28B.50.852.

1. 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 1.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

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

SECTION F PROFESSIONAL DAY

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

1 SECTION G MILITARY TRAINING LEAVE

2
3 A faculty member shall be entitled to leave with pay, when necessary, not to exceed fifteen
4 (15) contract days in any one (1) academic year for active duty in the National Guard,
5 Army, Air, Marine, or Naval Reserve Forces of the United States for annual field training or
6 otherwise discharging reserve obligations.

- 7
8 1. Such leave shall be arranged at the Employer's convenience, if at all possible.
9
10 2. Such leave shall be in addition to any other leave to which faculty members are
11 entitled and shall not result in loss of benefits, privileges, or pay.
12
13 3. During military training leave, the faculty member shall receive his/her normal pay.
14 The gross recompense received for such military leave shall be deducted from the
15 faculty member's salary.
16

17 SECTION H PROFESSIONAL LEAVES WITH PAY

18
19 Professional leaves with pay shall be granted in accordance with State statute. Applications
20 will be received from individual full-time faculty by the Faculty Development Committee.
21 The Committee shall utilize criteria listed under the Faculty Development program in
22 addition to the following for prioritizing their recommendations:
23

- 24 1. Retraining for tenured faculty who may need to be wholly or partially reassigned due
25 to program alteration or termination.
26
27 2. Acquisition of practical experience through employment or other applications of skills
28 and knowledge related to teaching discipline.
29
30 3. Procedures for Leaves With Pay:
31
32 a. By the fifth contract day of winter quarter, interested faculty members will
33 submit a plan (on a form provided by the Vice President of Instruction)
34 outlining the purposes of their leaves and explaining their potential for
35 contributing to their effectiveness in their assignments. The faculty members
36 will also forward copies of their applications to their division chairs and deans.
37 Final recommendations by the committee will be made by February 1.
38
39 b. At the regular February meeting of the Board of Trustees, the Faculty
40 Development Committee will make a report recommending the recipients of
41 leave for the coming academic year and describing the purposes of each
42 leave. In every case, recipients of leave for the coming academic year will be
43 notified of their selection no later than the 25th day of March.
44
45 c. The length of leave shall be no less than one (1) quarter and no more than
46 one (1) academic year.
47
48 d. Unless otherwise approved in advance, a recipient must return to Green River
49 Community College professional duties for a period of at least one year
50 following the leave granted under this policy, or the recipient may be required
51 to refund the total amount of money received from the College, including all
52 contributions to employee benefits, while on leave.

- e. Faculty members granted leave under this policy will maintain their regular salary standing plus increments and any other faculty benefits which accrue during their leave.
- f. Within one (1) quarter after returning to the College, leave participants will submit a written report to the Faculty Development Committee describing the benefits of the leave to the College and the recipient. This report shall be made available to the Board of Trustees.
- g. The recipient of a leave under this policy shall, prior to receiving any funds as salary for such leave, sign a memorandum stipulating understanding and agreement to abide by the provision of the leave as stated in this policy.
- h. In unusual circumstances, a recipient may request an extension of leave without pay not to exceed one (1) academic year.

SECTION I FACULTY DEVELOPMENT PROGRAM

The purpose of this program is to provide faculty development funds to help faculty defray the expenses of updating and improving their professional skills and abilities and of engaging in other professional development activities.

1. More specifically, the program is designed to help fund expenses of
 - a. Development and improvement of faculty members' expertise in their disciplines and particularly for updating skills and knowledge for faculty in disciplines experiencing rapid growth or change.
 - b. Retraining for tenured faculty who may need to be wholly or partially reassigned due to program alteration or termination.
 - c. Pursuit of independent projects relating to faculty assignments at the College.
 - d. Development and presentation of faculty group projects or learning experiences aiding in improving knowledge or skills necessary for the faculty member's assignment.
 - e. Attendance at professional conferences at which a faculty member is making a substantive presentation in a workshop or seminar.
2. The College shall budget \$105,000 for each fiscal year of this contract to be administered by the Faculty Development Committee. The Committee shall designate at least \$42,000 to be spent on individual non-leave projects throughout each year. If the Committee develops 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.
 - a. The Faculty Development Committee, consisting of one (1) faculty member elected by each division, one (1) by IESL and up to two (2) administrators selected by the College President, including at least one (1) instructional administrator, shall recommend group and individual faculty development and

1 leave priorities and expenses to the College President. The faculty
2 membership of the Faculty Development Committee will be established on a
3 rotating basis. The three members serving the longest on the committee will
4 step down to be replaced by members of their respective divisions. From that
5 point on, every year, three new faculty members will be elected onto the
6 committee as the next three most senior members step down. The practical
7 implementation of this rotation will be dealt with by the Faculty Development
8 Committee, in consultation with the Labor/Management Committee, if
9 necessary.

- 10
- 11 b. Special grants may be given to subsidize the cost of tuition, materials, travel,
12 presenter honorarium and associated costs directly related to the approved
13 faculty member's development program.
- 14
- 15 c. These funds shall help defray costs associated with leave with pay. Faculty
16 members may receive up to 75 percent of full salary for leave with pay. For
17 leave with pay for one (1) quarter, faculty members may receive up to 100%
18 of their pay.
- 19
- 20 d. Criteria for evaluating proposals shall include, but not be limited to,
21 correspondence between the applicant's plans and the purposes of this policy,
22 previous leaves, value to the College, and necessity for retraining to avoid
23 termination of a faculty appointment.
- 24
- 25 e. The Committee shall evaluate the applications and recommend the level of
26 funding for each individual.
- 27
- 28 f. Recipients of grants for individual projects will be notified in advance. Faculty
29 will receive advance notice of group projects.
- 30

31 SECTION J FACULTY TRAINING

32

33 The College shall budget \$4,000.00 for each fiscal year during the life of this contract for
34 the purpose of providing a fund for in-service classes and/or seminars for the faculty. A
35 committee consisting of one (1) faculty member elected by each division and up to two (2)
36 administrators selected by the College President, including at least one (1) instructional
37 administrator, shall make recommendations and consider proposals for in-service training
38 projects. The faculty membership on the Faculty Training Committee will be established on
39 a rotating basis. The three members serving longest on the committee will step down to be
40 replaced by members of their respective divisions. From that point on, every year, three
41 new faculty members will be elected onto the committee as the next three most senior
42 members step down. The practical implementation of this rotation will be dealt with by the
43 Faculty Training Committee, in consultation with the Labor/Management Committee, if
44 necessary.

45

- 46 1. Faculty members making requests shall submit a proposal to the committee including
47 the rationale, number of meetings, number of participants, nature of the class or
48 seminar, cost, suggested starting and ending dates and suggested presenter. The
49 Faculty Training Committee may also initiate proposals.
- 50
- 51 2. The Faculty Training Committee shall evaluate, prioritize and recommend the level of
52 funding of proposals.

3. Recipients of funds will receive notification and be responsible for organization of the class or seminar.
4. The criteria for selecting proposals shall include the potential of the course or seminar for
 - a. improving teaching or learning.
 - b. enhancing interpersonal relationships with students or other staff.
 - c. teaching new instructional methodology.

SECTION K PROFESSIONAL LEAVE WITHOUT PAY AND REDUCTION OF WORKLOAD

1. Full-time academic employees shall be eligible to apply for professional leaves in the following instances without salary or other employee benefits except as authorized by the Board of Trustees:
 - a. Professional improvement through advanced study.
 - b. Professional consulting activities.
 - c. Foreign exchange teaching except for positions in countries where reciprocal salary arrangements exist, providing that such teaching may be used as experience credit for salary advancement on the approved salary schedule.
 - d. Exchange teaching within the United States, providing that such teaching may be used as experience credit for salary advancement on the approved salary schedule.
 - e. Government service other than teaching, provided that such service is directly related to the employee's job description and contributes to the advancement of professional knowledge and skill.
 - f. Professional improvement through study of actual conditions in business or industry as an employee or intern.
 - g. Preparation for retirement.
 - h. Health considerations.
 - i. Parental leave: to care for newborn or newly adopted child or children.
(See Article VI, Section D, Family Leave)
2. Employees may apply for professional leave without pay or a reduced workload for one (1), two (2) or three (3) quarters. Application shall be made in writing to the appropriate administrator by the fourth (4th) week of the quarter (excluding summer) preceding the leave or reduced workload. Copies of the application shall be sent to the division chairperson. The application will give details of the proposed leave or reduced workload. The Vice President of Instruction will forward a recommendation to the President who will make a decision within one (1) month

1 following receipt of the request in the Vice President of Instruction's office. If during
2 the period of leave or reduced workload the employee decides to resign the position,
3 the employee shall so notify the President ninety (90) days prior to the expiration of
4 leave. If the duration of the leave or reduced workload is for spring quarter only, the
5 notification date for resignation shall be thirty (30) days prior to the expiration of the
6 leave or reduced workload. Appropriate prorations shall be made in accordance with
7 State law (e.g., salary benefits).

8 9 SECTION L CONTINUING EDUCATION IMPROVEMENT

10 Professional employees are encouraged to participate in continuing education activities and
11 to maintain certification requirements.

- 12
13
14 1. Continuing education experiences, provided they are related to the faculty member's
15 instructional assignment and are not repetitious of previously used credits, are
16 appropriate for professional improvement, for advancement on the salary schedule,
17 and/or for certification purposes.
- 18
19 2. Courses taken over five (5) years ago may be retaken to update a faculty member's
20 skills or knowledge with approval of the appropriate administrator. Exceptions may
21 be made to meet vocational certification requirements as specified by appropriate
22 Washington Administrative Codes.
- 23
24 3. Faculty members and their division chairperson (and, as appropriate, their Tenure
25 Review Committee) are urged to jointly develop individualized continuing education
26 programs for the faculty member's professional advancement with the approval of the
27 appropriate administrator.

28 29 SECTION M FACULTY EXCELLENCE AWARDS

30
31 The faculty excellence awards were initiated by the Washington State Legislature (RCW
32 28B.50 and WAC 131-16-450) and are now supported from endowment funds managed by
33 the Green River Foundation. These awards will be used to support faculty projects that will
34 promote excellence in teaching and learning. For the purpose of providing direction to the
35 committee that will administer these funds, excellence in teaching and learning is that which
36 assists students in achieving mastery of identified learning objectives with the highest
37 degree of quality and in the most efficacious manner possible. Instruction is at its best
38 when there is optimal utilization of the time, potential, and resources of the student, the
39 instructor and the institution. Therefore, excellence in teaching and learning will be
40 improved through funding projects which increase faculty knowledge, and skills and which
41 will enhance a specific instructional environment.

42
43 A committee of two Foundation board members, four faculty members chosen by the
44 Instructional Council, and two administrators chosen by the College President shall review
45 proposals and make recommendations to the President for final selection. At least one
46 member of the committee will establish regular communication with the chair of the Faculty
47 Development Committee. The committee shall develop procedures such as application and
48 final report processes. The final report from the faculty members who have received grants
49 must show the committee how the objectives of the grant were met. The funds are
50 intended to support full-time and adjunct faculty. Adjunct faculty must be in the adjunct
51 faculty employment file in order to receive these funds.

Funds may be provided for the following:

1. 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 GRCC. 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.
2. For equipment relevant to undertaking the project. These funds will not purchase equipment that is normally bought with divisional equipment funds.
3. For the purchase of software or other learning materials relevant to undertaking the project and not normally bought with divisional funds.
4. Other criteria may be developed by the committee and recommended to the college president.

Priority will be given to:

1. Projects that promote excellence in teaching and learning as described above.
2. Projects that enhance an education environment used not only by the funded faculty member, but also by other GRCC faculty.
3. Projects that demonstrate collaborations between college departments, local business, government agencies or other educational institutions.
4. Innovative projects that have matching funds from other GRCC and/or non-GRCC sources.

Applicants who meet the criteria listed above are encouraged to apply. Other applicants are encouraged to seek funding from other sources.

This award program is not intended to duplicate the leave program or cover work that is addressed in the basic job description.

The Green River Foundation will decide the amount of funds available for this program. The Foundation may use some endowment income to increase growth of the endowment corpus. The Foundation will provide quarterly accounting to the committee of all funds in the corpus and in the expendable income categories. 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

ARTICLE VII

COMPENSATION AND BENEFITS

Salary increases shall not exceed the amount or percentage established in the state appropriations act by the legislature as allocated to the Board of Trustees by the State Board for Community 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. All new full-time faculty members shall be placed on the salary schedule within thirty (30) days of the beginning of their contractual employment or as soon thereafter as all official transcripts have been received. Placement shall also include a statement of credits earned toward the next higher salary lane.

The Vice President of Instruction and the Vice President for 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. At the new faculty member's request and expense, a copy of employment information (work experience, educational credits, degrees and certificates earned) shall be made available to the Agent within thirty (30) days of the beginning of employment for purposes of review. If a review is desired, the Agent must notify the Vice President of Instruction within 45 days of the beginning of employment of the new faculty member.
3. Initial Educational Credit Placement (Full-time Faculty):
 - a. Credit placement is determined by the appropriate instructional administrator and the Vice President for Human Resources after an analysis of the faculty member's credential or training record.
 - b. Although the salary schedule in Appendix A indicates 15 credit lanes, all earned college credits, or other approved credits, up to a maximum of 360, are recognized for salary placement.
4. Salary placement for professional and technical instructors will be made in accordance with Appendix D.
5. Full-time teaching experience is defined as the equivalent of three (3) quarters' teaching including summer school at full-time load.
6. For purposes of initial placement, instructors may be placed at a higher level on the salary schedule in instances where the College President determines such exceptions are in the best interest of the college.

1
2 SECTION B MOVEMENT ON SALARY SCHEDULE
3

- 4 1. Horizontal Movement: Horizontal movement on the annual salary schedule will occur
5 for all credits earned during the previous year, including summer. Salary increases
6 for credits earned must be applied for and documented by November 1st, except as
7 noted in paragraph f. 2 of this section and shall be effective for the individual's entire
8 employment contract period.
9
- 10 2. Vertical Movement: Vertical movement on the annual salary schedule will be at the
11 rate of one (1) level per academic year. A level will also be achieved through one (1)
12 year of approved work experience, e.g., return to industry experience on approved
13 leave of absence equated to equal instruction time. (See Professional and Technical
14 Salary Placement, Appendix D.) Level D is attained the next contract period after
15 tenure.
16
- 17 3. Credit Lane Advancement: Credits are defined as follows:
18
- 19 1 Credit = 1 college credit (quarter credit hour)
20
- 21 1 Credit = 1 in-service professional credit
22
- 23 1 Credit = Ten (10) hours of college authorized in-service teacher training
24
- 25 1 Credit = Ten (10) hours of college authorized teacher training, e.g., computer
26 training, accounting, machine training, etc., and/or specialized
27 training in the furtherance of the individual's assignment.
28

29 Faculty members may earn credits toward advancement on the salary schedule through:
30

- 31 a. Any graduate-level course within the faculty members' disciplines or related
32 to their professional development.
33
- 34 b. In-service courses sponsored by the College.
35
- 36 c. All vocational teacher-education courses which apply also for teacher
37 certification purposes or related to their vocational professional development.
38
- 39 d. Courses forming part of a prior-approved degree program.
40
- 41 e. Certain other courses and professional activities not listed above, but which
42 relate to the faculty member's area of teaching or improve the teaching
43 ability, may also qualify for credit. These principles apply:
44
- 45 1) Conferences, courses, or colloquia not covered in items a through d above
46 shall receive in-service credit, upon approval by the division chairperson and
47 appropriate administrator.
48
- 49 2) Credits for advancement on the annual salary schedule will be granted at
50 the rate of one-half (1/2) credit hour for each five (5) hours or fraction
51 thereof of the conference.
52

3) Other Credits: Other professional experiences shall be approved for credit by the division chairperson and the appropriate administrator upon request of and substantiation by the faculty member.

f. In-service credits for committee work will be granted in accordance with the following provisions:

- 1) Committee defined: A group elected, volunteered or appointed, who meets at the request of the appointing authority (Vice President of Instruction or the President) to fulfill a specific College function. 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: The appointing authority shall, in consultation with the committee chairperson, determine a committee member's eligibility for in-service credit. It shall be the responsibility of the academic employee to file a request for in-service credit before May 1 of the fiscal year. (See Appendix E: Schedule for In-Service Credit Computation.)

SECTION C RECORD OF CREDITS

All credits earned shall be transmitted to the Office of Human Resources at any time by the currently employed faculty member. An official proof of completion document must be submitted in order for the credits to be recorded. A record of all credits transmitted shall be permanently maintained in the faculty member's personnel file. The appropriate administrator shall within ten (10) days, send notification to the faculty member when credits are recorded in the personnel file.

SECTION D INSURANCE

1. Subject to the Washington State Public Employees Benefit Board regulations, the College shall contribute the maximum monthly rate allowed by State statute. The contribution shall apply toward coverage for the faculty member and family under group plans as established by PEBB.
2. 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.
3. Liability coverage shall be provided in accordance with applicable State rules and regulations.

SECTION E TEACHER RETIREMENT PLANS

1. The Board will make available retirement options as provided by Statute and will make maximum contributions thereto.

2. Faculty members who meet eligibility requirements at the time when granted a professional leave of absence without pay may:
 - a. Retain membership in appropriate retirement programs.
 - b. Retain college fringe benefits by self paying applicable contributions in full. In such cases, faculty members 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. 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 is available in the Office of Human Resources during normal business hours.

SECTION F PARKING FACILITIES AND FEES

Parking facilities are available to faculty members in staff and student designated areas. 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. Three (3) faculty members shall be members of the Parking Board by appointment by the Agent President.

ARTICLE VIII

TENURE

SECTION A TENURE

Tenure will be implemented for eligible faculty members in accordance with the provisions of section RCW 28B.50.850.873 as now enacted or hereafter amended.

SECTION B PROCEDURE OF TENURE

The following procedures of tenure at Community College District No. 10 will be implemented:

1. The appointing authority shall provide each faculty member, immediately upon employment, with a written agreement, which delineates the terms of employment, including all conditions and responsibilities attached thereto (RCW 28B.50.855).
2. The duly elected bargaining Agent shall hold an election and select tenure review committees which will interview and evaluate the probationers and will make recommendations to the Board of Trustees regarding the professional qualifications of non-tenured faculty members.
3. The Board of Trustees, after giving reasonable consideration to the recommendations of the Tenure Review Committee, may grant tenure at any time during the probationary period of nine (9) consecutive quarters, excluding summer quarter and

1 approved leaves of absence. Extensions beyond the probationary period shall be
2 handled in accordance with applicable statute.

- 3
4 4. The Board shall forward any reservations regarding the tenure process to the Agent's
5 president.

- 6
7 5. The criteria and method of evaluation established shall provide for a fair, balanced,
8 unbiased evaluation of the probationer's effectiveness in his/her appointment and
9 shall include student as well as peer and administrative evaluation. The evaluation
10 process shall focus on the probationer's effectiveness in fulfilling the conditions of
11 his/her terms of employment.

- 12
13 6. Tenure Review Committee Defined: A committee composed of an administrator, a
14 student and the probationer's faculty peers, who shall be tenured. A majority of the
15 committee shall consist of the probationer's faculty peers and be elected as specified
16 herein.

- 17
18 7. Selection of the Tenure Review Committee:

- 19
20 a. A tenure review committee shall be established for each probationer by the
21 fourth week of instruction of the quarter in which the probationer begins faculty
22 duties. The committee shall be responsible for the probationer until he/she is
23 either granted tenure or is no longer employed within Community College
24 District No. 10. If a faculty vacancy occurs on the tenure committee for more
25 than one quarter during the term of service of the tenure review committee,
26 the Agent will hold a special election within four (4) weeks to fill a position after
27 the vacancy occurs. If the UF President and Executive Board determine that
28 faculty serving on the probationer's committee are not fulfilling committee
29 obligations, the UF Executive Board may remove the faculty member in
30 question, and the Agent shall hold an election to fill the vacated position as
31 soon as possible.

- 32
33 b. Each tenure review committee shall be composed of five (5) members. Three
34 (3) faculty members shall be nominated by the President of the UF for positions
35 Number 1, 2, and 3. Position Number 1 shall be a division member. The
36 probationer may recommend a faculty member for nomination to Position
37 Number 3. The President of the College shall appoint an administrator to
38 Position Number 4. The Associated Student Body President shall select one (1)
39 student to Position Number 5. After these nominations are made, the Agent
40 shall call an all-faculty meeting at which faculty members may be nominated
41 for positions 1, 2, and 3. A vote shall be taken and the nominee receiving a
42 majority vote for each position shall be selected. If no candidate for a
43 particular position receives a majority vote, a runoff election shall be held
44 within five (5) days between the two (2) candidates receiving the largest
45 number of votes.

- 46
47 8. Evaluation of the Probationer:

- 48
49 a. All evaluative information will be considered confidential by members of the
50 tenure review committee.

- b. The evaluation process shall be initiated by the Vice President of Instruction who shall call an initial meeting of each tenure review committee during the fifth week of instruction. The committee shall elect a chairperson at the initial meeting who will coordinate the evaluation process and keep a record of all written documents pertaining to the evaluation.
 - c. The tenure review committee shall evaluate the probationer's effectiveness in his/her appointment per RCW 28B.50.855, which shall include all responsibilities required pursuant to the Agreement. In addition to the opinion of committee members, other professional judgments regarding the probationer's effectiveness may be considered.
 - d. Observation of probationary faculty while performing professional responsibilities shall be a part of the evaluation process. A minimum of two classroom visitations per quarter, excluding the final quarter of the probationary process (unless extended), will be made by representatives of the probationer's committee, including at least one by a faculty member; and a minimum of two classroom visitations annually will be made by the administrator. Members of the committee will annually evaluate in writing materials utilized in lecture, laboratory, and other methods of instruction. Written student evaluations of the probationer's teaching will be completed for each class each quarter. Verbatim student comments that directly pertain to the probationer's effectiveness in his/her appointment will be included.
 - e. Within three weeks of any evaluative activity, a written report summarizing the evaluative activity will be reviewed with the probationer at a meeting of the majority of the tenure review committee members.
 - f. A summary of each item discussed at any conference or interview between the probationer and his/her tenure review committee shall be made in writing. The summary shall be made after the item has been discussed, and disagreements shall be noted.
 - g. The probationer shall receive a copy of any interview summary, evaluation instrument, report of observation, or any other document that is part of his/her tenure review process. The tenure review committee's file will contain the probationer's written acknowledgment of receipt of such documents. Any handwritten notations or remarks on those documents shall be initialed by the probationer and by the chairperson of his/her tenure review committee.
 - h. The probationer shall have the opportunity to write letters of reply or to submit statements on his/her behalf that shall be made an official part of his/her tenure review file.
9. The review committee shall advise each probationer in writing of his/her progress each quarter during the probationary period and receive the probationer's written acknowledgement thereof.
 - a. The quarterly assessment for fall quarter shall be forwarded to the probationer and copied to the Vice President of Instruction and UF President no later than the tenth day of instruction winter quarter.

- 1 b. The quarterly assessment for winter quarter shall be forwarded to the
2 probationer and copied to the Vice President of Instruction and UF
3 President no later than the tenth day of instruction spring quarter.
4
5 c. The quarterly assessment for spring quarter, excluding the student
6 evaluations, shall be forwarded to the probationer and copied to the Vice
7 President of Instruction and UF President no later than the final day of spring
8 quarter. The student evaluations for spring quarter shall be reviewed during
9 the following fall quarter and included in the scope of the fall quarter
10 assessment.
11
12 10. The committee will provide a progress report and the probationer's file to the
13 probationer, the appropriate administrator, the UF President, and the College
14 President for review and forwarding to the Board of Trustees by the mid-point of the
15 probationer's second, fifth, and eighth quarters of employment, excluding summer.
16
17 a. If, in the judgment of his/her tenure review committee, a probationer should
18 receive a renewed probationary appointment, then the following shall occur:
19
20 1) The probationer shall be notified in conference of the recommendation, and
21
22 2) After the conference, a notice in writing shall be sent to the probationer,
23 the probationer's immediate administrator, the UF President, the College
24 President and the Board of Trustees. All evaluations or recommendations
25 for the probationer shall report his/her strengths and/or his/her
26 weaknesses as appropriate.
27
28 b. If, in the judgment of his/her tenure review committee, the probationer should
29 be denied tenure and his/her probationary appointment not be renewed, then
30 the following shall occur:
31
32 1) The probationer shall be notified at a meeting of the committee of the
33 reasons for this recommendation.
34
35 2) The recommendation, which shall cite reasons, shall be sent in writing to
36 the probationer, the probationer's immediate administrator, the UF
37 President, the College President and the Board of Trustees.
38
39 11. The following items must be included in tenure committee reports to the Board of
40 Trustees. Tenure reports will be due at the mid-point of the second, fifth and eighth
41 quarters.
42
43 a. Names of committee members.
44
45 b. Correspondence from the committee:
46
47 1) The committee's recommendation to the Board, signed by each member
48 and inclusive of any minority recommendation.
49
50 2) The committee's quarterly written assessment of the probationer's progress
51 addressed to the probationer.
52
53 3) A professional improvement plan, if required.

- 4) Other relevant documents created by the committee, including its annual evaluation of materials used in instruction.
 - c. The probationer's job description with all conditions and responsibilities attached thereto.
 - d. Meeting minutes, including names of members present.
 - e. Student evaluations. A summary of the findings of student evaluations and verbatim comments will be included.
 - 1) Reports submitted the midpoint of the second quarter of instruction will include student evaluations from the first quarter of instruction.
 - 2) Reports submitted the midpoint of the fifth quarter of instruction will include student evaluations from the second, third, and fourth quarters of instruction.
 - 3) Reports submitted the midpoint of the eighth quarter of instruction will include student evaluations from the fifth, sixth, and seventh quarters of instruction.
 - f. Classroom observations: A minimum of two (2) observations per quarter will be submitted as identified per paragraph 8.d.
 - g. Correspondence to the committee:
 - 1) The probationer's response to the committee's quarterly assessment of the probationer's progress, which shall be submitted to the committee chair by the twentieth (20th) instructional day of the quarter.
 - 2) Other relevant correspondence addressed to the committee.
 - 3) A calendar that tracks committee activities, due dates for reports, etc.
12. Final Action on Tenure:
- a. In reaching its decision as to whether to grant tenure, to extend a probationer's faculty appointment or to deny tenure and not renew the probationary faculty appointment, the Board of Trustees shall give reasonable consideration to the recommendations of the tenure review committee along with other information the Board deems appropriate. If the Board of Trustees disagrees with the recommendation of the tenure review committee, the Board shall hold a meeting with the tenure review committee to discuss all points of disagreement at least one (1) week before taking final action.
 - b. If the probationer 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.

- 1 c. Upon the granting of tenure or the non-renewal of a contract, all records,
2 correspondence or other written material relating to the evaluation process
3 shall be given to the Office of Human Resources, retained for one (1) year and
4 then destroyed or returned to the faculty member unless litigation is
5 potentially pending.
6
- 7 d. If the probationer is dismissed prior to the termination of his/her contract,
8 his/her case shall be considered by the Hearing Committee in accordance with
9 the laws of the State of Washington and Article XI of this Agreement.
10
- 11 13. Special Provisions:
12
- 13 a. It is understood that the purpose of this Article is to provide guidelines
14 regarding the operations of a tenure review committee. Nothing in this Article
15 shall be construed to grant to any probationer any rights beyond those
16 specifically established by law.
17
- 18 b. Procedures in this Article shall not be subject to the grievance procedures of
19 this contract.
20
- 21 c. The Labor/Management Committee, in consultation with the chair of the
22 Agent's Tenure Committee, shall draft a policy for review of courses taught by
23 probationary faculty in a distance learning mode.
24
25
26
27

28 **ARTICLE IX**

30 **REVIEW OF TENURED FACULTY**

32 SECTION A IMPLEMENTATION

34 The Vice President of Instruction shall be responsible for implementing the review of tenured
35 faculty.
36

37 SECTION B TIME LINES

- 39 1. Frequency: Every five (5) years, tenured faculty members will participate in a
40 review of their effectiveness in their assignment. This review will provide the
41 opportunity for recognition of effectiveness and, if necessary, the opportunity for
42 remediation.
43
- 44 Faculty who give written notice of intent to retire during or at the end of their
45 evaluation year need not participate in the review.
46
- 47 2. Length of Review: The review will begin fall quarter and conclude at the end of
48 winter quarter. Additional evaluation may be required as part of a remedial plan.
49
50
51
52

SECTION C FACULTY PARTICIPANTS

Approximately one-fifth (1/5) of the tenured faculty shall be reviewed each year. Faculty members selected for review will be notified during the spring quarter prior to the review.

SECTION D REVIEW TEAM FORMATION

1. Size of Review Team: Ordinarily the review team will consist of the faculty member being reviewed, the supervising dean, and another faculty member. The faculty member serving on the review committee will serve as the chair.
2. Selection of Team: After being notified, and during the spring quarter preceding the review year, the faculty member being reviewed shall offer the dean the names of two (2) other tenured faculty, either of whom would be willing to participate in the review. No faculty members under review shall serve on each other's committees during the same year. Faculty members on the Labor/Management Committee shall not serve on any review committees.

If the faculty member feels he or she would not be fairly evaluated by the supervising dean, he or she may appeal immediately to the Labor/Management Committee which will offer another administrator's name to the Vice President of Instruction for consideration.

The supervising dean may request that the Labor/Management Committee offer the name of another tenured faculty member who is willing to participate in the review.

SECTION E OVERSIGHT

1. The Labor/Management Committee (see Article XIV, Section M) shall provide oversight of the tenure review process.
2. Complaints: The Labor/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: The Labor/Management Committee shall also work with any review team upon appeal or upon request of a review team to develop a plan for remediation that will include a schedule for completion and specific remedies to be accomplished. The plan will also indicate specific resources that are available to the faculty member to complete the plan.
4. Evaluation Instruments: The Labor/Management Committee will establish and maintain a variety of appropriate evaluation instruments. The review teams shall choose from this pool of instruments in the review process.

SECTION F REVIEW PROCESS

1. Scope of Review: The review process will evaluate the faculty member's effectiveness in fulfilling the requirements of his or her job description(s) as defined in the negotiated agreement.

2. The review will include the following:
 - a. Observations, Visits, or Interviews: Each team member will conduct a minimum of one observation during the evaluation period.
 - b. Evaluations: Team members will also gather student evaluations or, in the case of non-teaching faculty, student input, or input from appropriate clientele as related to the job description.
 - c. Professional Development Plan: By the end of winter quarter, the faculty member being reviewed will write a professional development plan (approximately one [1] page) for the subsequent five (5) years. This plan will be included in the portfolio.
 - d. Portfolio: The faculty member being reviewed will develop a portfolio, which he or she will be responsible to maintain. The faculty member may use the information in the portfolio to apply for faculty development funds, awards, other employment, or other professional purposes. The faculty member may use the evaluation materials and other materials in the portfolio in his or her defense in a personnel action. The material in the portfolio shall not be used in any personnel action by the administration.
 - e. Optional Activities: The process may also involve activities such as interviews, visits to colleagues' classes and work sites, a self-evaluation, and other activities agreed upon by the team.

SECTION G FINAL ACTION

1. Review Summary: At the end of winter quarter, team members will develop and submit a summary of their findings, signed by all members, acknowledging the contents of the summary. This summary will note that the necessary requirements of the process have been met and acknowledge the effectiveness of the faculty member in his or her assignment. This report will be submitted to the Vice President of Instruction no later than the end of the third week of spring quarter.
2. Disposition: This summary will become part of the faculty member's personnel file and portfolio until the next review is complete, at which time the faculty member may ask that it be removed from his or her personnel file.

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. The raw data will be destroyed after the committee concludes its work.
3. Remediation Plan: If necessary, the team's summary will note that a plan for remediation is being developed or that remedial action is underway. This plan will become part of the faculty member's portfolio and shall be submitted to the Labor/Management Committee, which will inform the Vice President of Instruction of receipt of the plan.
4. Progress Report: No later than the beginning of the subsequent fall quarter, the Labor/Management Committee will submit a report to the Vice President of Instruction.

1 and the faculty member as to whether or not remediation has been successfully
2 accomplished. Further remediation efforts, if any, shall be the responsibility of the
3 Vice President of Instruction.
4

5 SECTION H NO FAULT

6

7 In the event the review team fails to complete its activities within thirty (30) days following
8 the due date of the summary, the faculty member will automatically be considered to have
9 completed the review process in a satisfactory manner and will not be subject to review for
10 another five (5) years.
11

12 SECTION I STIPENDS

13

- 14 1. Reviewers: Faculty who serve as reviewers shall receive a stipend of \$300 upon
15 completion of the review process and submittal of the completed review summary to
16 the Vice President of Instruction. A faculty member will not serve on more than two
17 (2) review committees each academic year.
18

19 SECTION J GENERAL PROVISIONS

20

- 21 1. The provisions of this article are exempt from the grievance procedure outlined
22 elsewhere in this contract.
23
24 2. Nothing herein shall be construed to preclude the administration from instituting
25 dismissal proceedings at any time under the provisions outlined elsewhere in this
26 contract.
27
28 3. Nothing herein shall be construed to preclude ad hoc administrative evaluation in
29 instances where the faculty member has not successfully completed a remediation
30 plan.
31
32
33

34 **ARTICLE X**

35 **GRIEVANCE PROCEDURE**

36
37

38 SECTION A GRIEVANCE PROCEDURE

39

40 A grievance is an alleged misinterpretation of, or misapplication of, or deviation from, any
41 provisions of this Agreement. An individual faculty member or the Agent may file a
42 grievance.
43

44 SECTION B ADJUSTMENT OF GRIEVANCES

45

- 46 Step 1 The complainant and the Agent's representative, if requested by the grievant, or the
47 Agent, may orally present a complaint to the appropriate administrator. If the
48 complaint is not settled or presented by this method, the complainant or the Agent
49 shall present the grievance in writing, dated and signed by the complainant and the
50 Agent's representative (if any) or by the Agent. The grievance shall contain the
51 provision or provisions of the Agreement or other practice or policy allegedly
52 violated, the specific factual basis of the grievance and the remedy sought. 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. 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.

Step 2 The complainant or the Agent may appeal the decision of the grievance to the President within ten (10) calendar days of the decision rendered in Step One. The appeal shall be in writing, signed and dated by the complainant or the Agent, and shall specify why the decision at Step One is unsatisfactory. Transcripts of the grievance and all oral or written evidentiary matters of Step One procedures shall accompany the appeal of the grievance. The President shall make a written decision within ten (10) calendar days of receiving the grievance appeal and copies shall be sent to the complainant and the Agent. The decision rendered at Step Two shall be considered as the final position of the Employer.

Step 3 Within fifteen (15) calendar days, the Agent only may appeal the decision of the Employer to the American Arbitration Association for arbitration under voluntary rules. The arbitrator shall hold a hearing within twenty (20) days of his/her appointment. Five (5) days' notice shall be given to all parties of the time and place of the hearing. Within twenty (20) days after the hearing completion, the arbitrator shall render his/her decision in writing to the respective parties. The decision of the arbitrator shall be final and binding on the parties. The cost of arbitration shall be equally shared by the parties.

SECTION C GENERAL PROVISIONS

1. Any complainant or the Agent may present a grievance within 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. If two (2) or more complainants have the same grievance, a joint grievance may be filed and processed as a single grievance.
3. Failure on the part of the Employer to render a written decision concerning the grievance at any step of this procedure and within the time limits specified shall permit the grievance to be advanced to the next higher step. Failure to appeal a grievance at any step shall be considered as acceptance of the decision. Additional time at any step of this procedure may be granted by mutual agreement between the parties.
4. Hearings or conferences held under the terms of this procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all parties entitled to attend to be present, including witnesses. All grievances shall be heard during the daily work span, unless the parties mutually agree to a different arrangement.
5. The Agent shall have the right to be present at each step of the grievance and to present its views and introduce evidence.

- 1 6. All documents, communications and records of the grievance shall be filed separately
2 from the personnel file of the complainant.
3

4 **SECTION D JURISDICTION OF ARBITRATION**
5

- 6 1. The arbitrator shall have no authority to render a decision or award which modifies,
7 adds to or subtracts from the provisions or conditions of this Agreement or any
8 practices and policies which relate to the terms and working conditions of the
9 employee.
10
11 2. The arbitrator shall have no authority to render a decision or award beyond the
12 termination date of renewal, or extension thereof, of this Agreement.
13
14 3. The arbitrator shall have authority to base a decision or award only on the basis of
15 evidence and matters presented by both parties in the presence of each other, and
16 the matters presented in the written briefs of the parties.
17
18 4. Articles VIII, IX, XI and XII (except Section D, 1, c) shall not be grievable.
19
20 5. Upon the request of either party, the merits of a grievance and the question of
21 arbitrability may be presented to the arbitrator at the same time. The arbitrator
22 shall resolve the question of arbitrability before hearing and resolving the question of
23 the merits of the grievance.
24
25 6. An arbitrator shall not have the authority to remand an issue back to the parties for
26 negotiations as a part of any award.
27

28 **SECTION E APPEAL OF ARBITRATION**
29

30 Petition by either party to a court of competent jurisdiction on any arbitration decision or
31 award shall be based upon the following:
32

- 33 1. The arbitrator exceeded jurisdiction or authority under this Agreement, practice and
34 policies.
35 2. The arbitrator's decision or award is based on an error of law.
36
37
38
39

40 **ARTICLE XI**

41
42 **TERMINATION OF EMPLOYMENT**
43

44 **SECTION A DISMISSAL PHILOSOPHY**
45

- 46 1. Both the Board of Trustees and the Agent subscribe to a policy of helping faculty
47 members improve their performance and achieve success in fulfilling their job
48 descriptions.
49
50 2. Excluding instances involving reduction-in-force, as referenced in Article XII, both
51 parties agree that before instituting dismissal for cause proceedings, they will
52 undertake every reasonable effort to assist faculty to eliminate deficiencies and to

1 improve performance which otherwise might necessitate dismissal. In cases where a
2 faculty member's performance is deficient, the appropriate administrator will provide
3 early written notification of the specific nature of the deficiencies and will, in
4 conjunction with the division, the Agent and other administrative personnel, provide
5 counseling, guidance and assistance aimed at helping the faculty member eliminate
6 deficiencies and achieve acceptable performance.

- 7
8 3. This Article is not subject to the grievance procedure.

9
10 SECTION B DISMISSAL FOR CAUSE

- 11
12 1. No tenured faculty member or probationary faculty members during the term of their
13 probationary appointment shall be dismissed except for sufficient cause.
14
15 2. Sufficient cause for dismissal shall include but not be limited to the following:
16
17 a. Failure to fulfill job description.
18
19 b. Incompetence in performance of job description.
20
21 c. Repeated violation of published College operational procedures.
22
23 d. Illegal conflict of interest.
24
25 e. Aiding, abetting or participating in (RCW 28B.50.862)
26
27 1) Any unlawful act of violence,
28
29 2) Any unlawful act resulting in destruction of College property, or
30
31 3) Any unlawful interference with the orderly conduct of the educational
32 process.
33
34 f. Failure to comply with the agency shop provisions of this agreement.

35
36 SECTION C PROCEDURES GOVERNING DISMISSAL FOR CAUSE

- 37
38 1. Informal Procedure for Dismissal (Not Reduction-In-Force):
39
40 a. When the appropriate administrator receives or initiates a formal written
41 complaint about a faculty member which may warrant dismissal, he/she shall
42 inform that faculty member and the division chairperson. At this and all
43 subsequent meetings, the charged faculty member may request a
44 representative of the Agent to be present with the appropriate administrator
45 and/or division chairperson. During this preliminary meeting, which shall be
46 an information gathering session, an adjustment may be mutually agreed upon,
47 at which time the case will be closed.
48
49 b. If the case is not closed, but a formal dismissal hearing is not recommended
50

1) 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.

2) 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.

3) Meetings shall be held between the faculty member and appropriate administrator to assist the faculty member to resolve the areas of complaint as appropriate.

4) Recommendation shall then be made to the college President by the appropriate administrator. The recommendations shall provide for

- a) Dropping the charges or
- b) Holding a formal hearing for dismissal.

5) 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: 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. Notice shall include

- a. A statement of the time, place and nature of the hearing (at least 10 days shall elapse between the notice and the hearing);
- b. A statement of the legal authority and jurisdiction under which the hearing is to be held;
- c. A reference to the particular rules of the College that are involved;
- d. A short and plain statement of the matters asserted. The affected faculty member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected faculty member does not request such a hearing from the President of the College within seven (7) days, the President will request a written determination from the faculty member as to whether he/she wishes to avail himself/herself of the right to a hearing. If the faculty member fails to respond within ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing shall be communicated by the President in writing to the Dismissal Review Committee, the Agent and the Board of Trustees.

3. Procedural Rights of Affected Faculty Members: An affected faculty member who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Administrative Procedure Act, Chapter 34.05 RCW, and shall have the following procedural rights.

- a. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter toward which the testimony of the witness is considered material.
 - b. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.
 - c. The right to be heard in his/her own defense and to present witnesses, testimony, and evidence on all issues involved.
 - d. The right to the assistance of the Hearing Officer in securing the witnesses and evidence pursuant to Chapter 28B.19 34.05 RCW.
 - e. The right to counsel of his/her choosing to appear and act on his/her behalf at the hearings.
 - f. The right to have witnesses sworn and testify under oath.
4. Conduct of Formal Hearing:
- a. Appointment of Hearing Officer: Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral Hearing Officer. The Hearing Officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington nor any of its political subdivisions (with the exception of administrative law judges). The Agent shall be consulted prior to the appointment of the Hearing Officer.
 - b. Responsibilities of Hearing Officer: It shall be the role of the impartial and neutral Hearing Officer to conduct the hearing in accordance with RCW 34.05 and this Agreement. The duties of the Hearing Officer include
 - 1) Administering oaths and affirmations, examining witnesses and receiving evidence; and no person shall be compelled to divulge information which he/she could not be compelled to divulge in a court of law;
 - 2) Issuing subpoenas;
 - 3) Taking or causing depositions to be taken;
 - 4) Regulating the course of the hearing;
 - 5) Holding conferences for the settlement or simplification of the issues by consent of the parties;
 - 6) Disposing of procedural requests or similar matters;

- 1 7) Making all rulings regarding the evidentiary issues presented during the
2 course of the Dismissal Review Committee hearings;
- 3
- 4 8) Appointing a court reporter, who shall operate at the direction of the
5 Hearing Officer and shall record all testimony, receive all documents and
6 other evidence introduced during the course of the hearing, and record
7 any other matters related to the hearing as directed by the Hearing
8 Officer;
- 9
- 10 9) Assisting the Dismissal Review Committee in the conduct of its
11 responsibilities;
- 12
- 13 10) Allowing the Dismissal Review Committee to hear testimony from all
14 interested parties, including but not limited to faculty members and
15 students, and reviewing any evidence offered by same;
- 16
- 17 11) Preparing his or her proposed findings of fact and conclusions of law and
18 a recommended decision. As soon as reasonably practicable, but in no
19 event longer than thirty (30) days after the conclusion of the formal
20 hearing, the written recommendation of the Hearing Officer will be
21 presented to the President, Dismissal Review Committee, affected
22 faculty member, the Agent and the Board of Trustees. The Dismissal
23 Review Committee's recommendation shall become part of the official
24 Hearing Officer's record at the time both recommendations are sent to
25 the Board of Trustees;
- 26
- 27 12) Being responsible for preparing and assembling a record for review by
28 the Board of Trustees which shall include
29
 - 30 a) All pleadings, motions and rulings;
 - 31
 - 32 b) All evidence received or considered;
 - 33
 - 34 c) A statement of any matters officially noticed;
 - 35
 - 36 d) All questions and offers of proof, objections, and rulings thereon;
 - 37
 - 38 e) His or her proposed findings, conclusions of law, and recommended
39 decisions;
 - 40
 - 41 f) A copy of the recommendations of the Dismissal Review Committee;
 - 42
- 43 13) Ensuring that a transcription of the hearing is made and that a copy of
44 the record or any part thereof is transcribed and furnished to any party
45 to the hearing upon request and payment of costs;
- 46
- 47 14) Deciding, with advice from the Dismissal Review Committee, whether
48 the hearing shall be open to the educational community or whether
49 particular persons shall be permitted or excluded from attendance.
- 50
- 51 c. Responsibilities of Dismissal Review Committee: The responsibilities of the
52 committee shall be

- 1
 - 2
 - 3
 - 4
 - 5
 - 6
 - 7
 - 8
 - 9
 - 10
 - 11
 - 12
 - 13
 - 14
 - 15
 - 16
 - 17
 - 18
 - 19
 - 20
 - 21
 - 22
 - 23
 - 24
 - 25
 - 26
 - 27
 - 28
 - 29
 - 30
 - 31
 - 32
 - 33
 - 34
 - 35
 - 36
 - 37
 - 38
 - 39
 - 40
 - 41
 - 42
 - 43
 - 44
 - 45
 - 46
 - 47
 - 48
 - 49
 - 50
 - 51
 - 52
- 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: The case shall be reviewed by the Board of Trustees as follows:
- a. Board review shall be based on the record of the hearing;
 - b. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the Hearing Officer. The Dismissal Review Committee's recommendations and the findings, conclusions and recommended decision of the Hearing Officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the charged faculty member in writing of its final decision and the effective date of dismissal.
6. Effective Date of Dismissal: 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: 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. The filing of an appeal shall not stay enforcement of the decision of the Board.
8. Suspension: Suspension by the President during the administrative proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to the affected faculty member or others is threatened by his or her continuance. Any such suspension shall be with pay.
9. Publicity: Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative

1 officers, the Agent or the Board of Trustees until all administrative proceedings have
2 been completed.

3
4 10. The Dismissal Review Committee shall be comprised as follows:

- 5
6 a. One (1) member and one (1) alternate to be chosen by the College President
7 at his discretion.
8
9 b. Four (4) full-time faculty members and four (4) alternates to be elected by the
10 full-time faculty acting as a body. Consistent with 10.e below, this election
11 shall take place on or before the 15th of October each year.
12
13 c. One (1) full-time student and one (1) alternate chosen by the Student
14 Association.
15
16 d. The counsel for the charged faculty member(s) may challenge for cause the
17 membership of the Dismissal Review Committee. Challenge for cause shall be
18 determined by the Hearing Officer except for physical incapacity to serve on
19 the committee which will be considered just cause for not serving. In the
20 event of a challenge the applicable alternate will replace the individual(s).
21
22 e. Terms of office for elected faculty members and alternates shall be determined
23 by the Agent.
24
25 f. In no case shall a member of the committee sit in judgment of his or her own
26 case, or the case of his or her spouse.
27

28 11. Time Limits: The term "days" as used in this section refers to calendar days. In
29 computing any time prescribed or allowed, the day of the act or event from which the
30 designated period of time begins to run shall not be included. If the last day of the
31 period of time is a Saturday, a Sunday or a legal holiday, the period runs until the
32 end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.
33

34 12. Special Provision: Upon written mutual consent between the affected faculty member
35 and the Board of Trustees, appeal right outlined in Article XI, Section C,7 may be
36 waived in favor of final and binding arbitration with the American Arbitration
37 Association.
38
39
40

41 **ARTICLE XII**

42 **REDUCTION-IN-FORCE**

43 SECTION A REDUCTION-IN-FORCE

44
45
46
47 1. Reduction-In-Force shall be defined as any of the following:

- 48
49 a. Emergency reduction-in-force as defined in RCW 28B.50.873.
50
51 b. Institutional lack of funds.
52

- 1 c. Program termination or program reduction.

2
3 SECTION B PRELIMINARY PROCEDURES

4
5 Prior to initiation of reduction-in-force for reasons A, 1, a, b, or c above, the President shall
6 notify in writing the divisions, the Agent and the administrative staff of the potential need to
7 implement a reduction-in-force. The reasons necessitating the concern and nature of the
8 problem or potential problem will be included in such notice. The President will consider all
9 recommendations and alternatives presented by the Agent, the divisions (independently or
10 through the Instructional Council) and the administrative staff which are received within
11 thirty (30) days of the issuance of the notice. Failure of any group to submit
12 recommendations and alternatives shall not act as a bar to the President initiating a
13 reduction-in-force upon expiration of the thirty (30) day period.

14
15 SECTION C GENERAL PROCEDURES RELATING TO REDUCTION-IN-FORCE

- 16
17 1. Notice: After it is determined that a reduction-in-force should be initiated, the
18 President shall serve written notice of the cause(s) to the affected faculty member
19 and provide copies to the Dismissal Review Committee and the Agent. Such notice
20 shall include:
21
22 a. A statement of the time, place and nature of the hearing (at least 10 days shall
23 elapse between the notice and the hearing);
24
25 This statement shall clearly indicate that the separation is not due to the job
26 performance of the faculty member and hence is without prejudice to such
27 faculty member and, in addition, shall indicate the proposed effective date of
28 separation from service.
29
30 b. A statement of the legal authority and jurisdiction under which the hearing is to
31 be held;
32
33 c. A reference to the particular rules of the College that are involved;
34
35 d. The basis for selection of the affected faculty member. The affected faculty
36 member shall have ten (10) days from the date of the notice of dismissal to
37 make a written request for a hearing. If the affected faculty member does not
38 request such a hearing from the President of the College within seven (7) days,
39 the President will request a written determination from the faculty member as
40 to whether he/she wishes to avail himself/herself of the right to a hearing. If
41 the faculty member fails to respond within ten (10) days provided herein, this
42 failure to request a hearing shall constitute acceptance of dismissal and waiver
43 of any right to a hearing. The decision of a faculty member not to request a
44 hearing shall be communicated by the President in writing to the Dismissal
45 Review Committee, the Agent and Board of Trustees.
46
47 2. Procedural Rights of Affected Faculty Members: An affected faculty member who has
48 requested a hearing shall be entitled to one (1) formal, contested case hearing
49 pursuant to the Higher Education Administration Procedure Act, Chapter 34.05 RCW,
50 and shall have the following procedural rights:
51

- a. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter toward which the testimony of the witness is considered material.
 - b. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.
 - c. The right to be heard in his/her own defense and to present witnesses, testimony and evidence on all issues involved.
 - d. The right to the assistance of the Hearing Officer in securing the witnesses and evidence pursuant to Chapter 34.05 RCW.
 - e. The right to counsel of his/her choosing to appear and act on his/her behalf at the hearings.
 - f. The right to have witnesses sworn and testify under oath.
3. Conduct of Formal Hearing:
- a. Appointment of Hearing Officer: Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral Hearing Officer. The Hearing Officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington nor any of its political subdivisions (with the exception of administrative law judges). The Agent shall be consulted prior to the appointment of the Hearing Officer.

In the case of a reduction-in-force for reasons set forth in Section A,1,a above, at the time of a faculty member's or members' request for formal hearing, said faculty member or members may ask to participate in the choosing of the Hearing Officer in the manner provided in 28A.58.455 (4) RCW, said employee therein being a faculty member for the purposes hereof and said Board of Directors therein being the Board of Trustees for purposes hereof; provided that where there is more than one (1) faculty member affected by the Board of Trustees' reduction-in-force such faculty members requesting a hearing must act collectively in making such request, and also provided that costs incurred for the services and expenses of such Hearing Officer shall be shared equally by the College and the faculty member or members requesting the hearing. At least ten (10) days' written notice of the date of the hearing will be given by the President to faculty members who have requested such a hearing.
 - b. Responsibilities of Hearing Officer: It shall be the role of the impartial and neutral Hearing Officer to conduct the hearing in accordance with RCW 34.05 and this Agreement. The duties of the Hearing Officer include

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

- c. A statement of any matters officially noticed;
 - d. All questions and offers of proof, objections and rulings thereon;
 - e. His or her proposed findings, conclusions of law and recommended decisions;
 - f. A copy of the recommendations of the Dismissal Review Committee;
- 13) 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;
 - 15) The Hearing Officer shall consolidate individual reduction-in-force hearings into a single hearing. 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. Provided, however, in instances other than emergency reduction-in-force (A,1,a) the Hearing Officer will grant a faculty member's request for independent consideration to the extent that the facts as they relate to that particular faculty member are unique;
 - 16) In the case of a reduction-in-force for reasons set forth in Section A,1,a above, the formal hearing shall be concluded by the Hearing Officer within sixty (60) days after written notice of the reduction-in-force has been issued to the affected faculty member(s). The only issue to be determined will be whether the particular faculty member or members advised of severance are the proper ones to be terminated.
- c. Responsibilities of Dismissal Review Committee: The responsibilities of the committee shall be
- 1) To receive guidance from the Hearing Officer regarding the conduct of its responsibilities;
 - 2) To review the case of the proposed dismissal;
 - 3) To attend the hearing and, at the discretion of the Hearing Officer, call and/or examine any witnesses;
 - 4) To hear testimony from all interested parties (including but not limited to other faculty members and students) and review any evidence offered by same;
 - 5) To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, [ten (10) days in instances

1 involving emergency reduction-in-force or lack of institutional funds which
2 become apparent independent of the formal budget-making process of the
3 College] a copy of the written recommendations of the committee will be
4 presented to the Hearing Officer, the affected faculty member, the
5 President, the Board and the Agent.
6

7 4. Final Decision by the Board of Trustees: The case shall be reviewed by the Board of
8 Trustees as follows:
9

- 10 a. Board review shall be based on the record of the hearing.
11
12 b. The final decision to dismiss or not to dismiss shall rest, with respect to both
13 the facts and the decision, with the Board of Trustees after giving reasonable
14 consideration to the recommendations of the Dismissal Review Committee and
15 the Hearing Officer. The Dismissal Review Committee's recommendations and
16 the findings, conclusions and recommended decision of the Hearing Officer shall
17 be advisory only and in no respect binding in fact or law upon the decision
18 maker, the Board of Trustees. The Board of Trustees shall, within a reasonable
19 time following the conclusion of its review, notify the affected faculty
20 member(s) in writing of its final decision and the effective date of dismissal.
21

22 5. Effective Date of Dismissals:
23

- 24 a. The effective date of reduction-in-force shall be such date subsequent to
25 notification of the Board's final written decision as determined at the discretion
26 of the Board of Trustees. Provided, however, separation for reasons A,1,c
27 above (program reduction or program termination) shall not be before the
28 expiration of the faculty member's individual contract and separation for A,1,a
29 above (emergency reduction) shall become effective on final action by the
30 Board of Trustees.
31
32 b. Failure to request a hearing within ten (10) days of receiving notice of
33 severance shall cause separation from service on the proposed effective date
34 stated in the notice regardless of the duration of any individual employment
35 contract.
36

37 6. Appeal from Final Decision: Pursuant to RCW 34.05 as now existing or hereafter
38 amended, any party shall have the right to appeal the final decision of the Board of
39 Trustees within thirty (30) days after service of that decision. The filing of an appeal
40 shall not stay enforcement of the decision of the Board.
41

42 7. Publicity: Except for such simple announcements as may be required covering the
43 time of the hearing and similar matters, no public statements about the case shall be
44 made by the faculty member, the Dismissal Review Committee, administrative
45 officers, the Agent or the Board of Trustees until all administrative proceedings have
46 been completed.
47

48 8. The Dismissal Review Committee shall be comprised as follows:
49

- 50 a. One (1) member and one (1) alternate to be chosen by the College President at
51 his discretion.
52

- b. Four (4) full-time faculty members and four (4) alternates to be elected by the full-time faculty acting as a body. Consistent with 9,e below, this election shall take place on or before the 15th of October each year.
 - c. One (1) full-time student and one (1) alternate chosen by the Student Association President.
 - d. The counsel for the affected faculty member(s) may challenge for cause the membership of the Dismissal Review Committee. Challenge for cause shall be determined by the Hearing Officer except for physical incapacity to serve on the committee which will be considered just cause for not serving. In the event of a challenge the applicable alternate will replace the individual(s).
 - e. Terms of office for elected faculty members and alternates shall be determined by the Agent.
 - f. In no case shall a member of the committee sit in judgment of his or her own case, or the case of his or her spouse.
9. Time Limits: The term "days" as used in this section refers to calendar days. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included. If the last day of the period of time is a Saturday, a Sunday or a legal holiday, the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.
10. Special Provision:
- a. Upon written mutual consent between the affected faculty member and the Board of Trustees, the appeal right outlined in Article XII, Section C,7 may be waived in favor of final and binding arbitration with the American Arbitration Association.
 - b. On the request of a faculty member laid off, the College President shall write a letter, stating (1) the reasons for said lay-off, (2) the qualifications of the affected faculty member, and (3) any other pertinent information which may be of assistance in securing another employment position. The President will furnish this letter to the faculty member for his/her own use.
 - c. Nothing herein shall be construed to affect the decision and right of the Board of Trustees not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.
 - d. This Article is not subject to the grievance procedures except as specifically provided in Section D,1,c.

SECTION D SPECIFIC PROCEDURES REGARDING REDUCTION-IN-FORCE

1. Reduction-In-Force Units and Procedure for Assignment:
 - a. Reduction-in-force units shall be established as follows and each full-time faculty member shall be assigned to the reduction-in-force unit which most accurately reflects the faculty member's tenured or probationary appointment.

b. Reduction-in-Force Units: Reduction-in-force units shall be established as follows, and each tenured employee and each employee holding a probationary faculty appointment shall be assigned by the President to the units as prescribed above.

Accounting
Adult Basic Education
Anatomy/Physiology
Anthropology
Auto body
Automotive
Aviation
Behavioral Science
Biology
Building Technology
Business Education
Business Law
Business Management
Ceramics
Chemistry
Information Technology
Counseling/Guidance
Court Reporting
Criminal Justice
Drafting
Drama
Economics
Engineering
English
English for Speakers of Other Languages
Family Studies
Foreign Language
Forest Resources
Geography
Geographic Information Systems
Geology
Health and PE
History
Journalism
Library
Machine Technology
Math
Math/Developmental
Music
Nursing
Occupational Therapy
Painting/Drawing/Design
Philosophy
Physical Therapy
Physics
Political Science
Psychology

1 Reading/Special Skills
2 Sociology
3 Speech
4 Transportation
5 Water/Waste Water
6 Welding
7

8 Additional reduction-in-force units may be created by the College to reflect
9 program additions. Other modifications may be made at any time by mutual
10 agreement between the Agent and the College.
11

- 12 c. On or before October 15 of each year, full-time faculty members may apply to
13 the Vice President of Instruction for course pre-qualification regarding any
14 course outside of their reduction in force unit for which they may be qualified.
15 The Vice President of Instruction will forward the qualifications to the appropriate
16 division for their recommendation. In determining whether to grant or deny
17 course pre-qualification, the Vice President of Instruction and division shall use
18 the same standards as for hiring adjunct faculty for the same class. The
19 division shall return the recommendation to the Vice President of Instruction by
20 November 1.
21
- 22 d. On or before November 10 of each year the College will publish
23 reduction-in-force lists and pre-qualification course lists. Each faculty member
24 shall be ranked in the appropriate reduction-in-force unit in accordance with
25 the seniority criteria defined below. Any disputes regarding reduction-in-force
26 unit assignment, course pre-qualification, or seniority calculation shall be
27 submitted within 10 days of publishing the list to expedited arbitration utilizing
28 the American Arbitration Association.
29

- 30 2. Order of Reduction: Within each affected unit, the President shall observe the
31 following order of reduction:
32

- 33 a. First - Full-time probationary faculty in order of least seniority.
34
35 b. Second - Full-time tenured faculty in order of least seniority.
36

37 In applying the above, a full-time faculty member shall have the right to displace
38 adjunct faculty who are scheduled to teach courses within the unit or courses for
39 which pre-qualification has been accomplished in accordance with Section D,1,c
40 above.
41

42 Assignment to pre-qualified courses does not alter the assignment to the
43 Reduction-in-Force unit as described in Section D,1,a above.
44

45 In the event more than one faculty member is pre-qualified for the same course(s)
46 the most senior shall receive the assignment.
47

- 48 3. Seniority: Seniority shall be based on the number of years of employment beginning
49 with the date of the signing of the first full-time faculty contract for the most recent
50 period of continuous full-time service at the College and shall include leaves of
51 absence, sabbaticals, lay-offs and full-time service for faculty members employed to
52 teach at the College by District 408 prior to July 1967. The person with the highest

number of qualifying years shall be the most senior; in case of ties, seniority shall be determined in the following order:

- a. First date of the signature of a letter of intent to accept employment or first date of signature of an employer contract, whichever is earlier.
 - b. First date of application for employment.
 - c. 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: 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:
- a. Recall lists shall be created and maintained by the College for each reduction-in-force unit according to seniority.
 - b. 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.
 - c. The right to recall shall extend two (2) calendar years from the effective date of separation.
 - d. Each RIFed faculty member shall keep the College Office of Human Resources informed of any change in address.
 - e. Before any new hires, faculty members on the recall list will be given the first opportunity to fill vacancies in any course in their RIF unit or courses for which they have been pre-qualified. Such assignment does not affect his or her right to a full-time position in the recall unit.
 - f. The right to determine the number of full-time and adjunct positions is specifically reserved by the Employer. 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.b.
 - g. A RIFed faculty member shall have thirty (30) calendar days to respond following written notice of an offer of recall to a full-time position. If the individual fails to respond, his or her recall rights shall be waived. The thirty (30) calendar day notice period shall begin upon the date that the College postmarks a registered letter to the faculty member's last known address.
 - h. A RIFed faculty member who obtains additional certification, qualifications or retraining while on a recall list(s) shall be entitled to update his or her records with the Office of Human Resources.
 - i. 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.

1 **ARTICLE XIV**

2 **AGENT RIGHTS AND PRIVILEGES**

3 **SECTION A RELEASE OF ASSIGNMENT**

4
5
6
7 The Agent President will be relieved of all advisory and committee assignments in order to
8 assist in implementation of these agreements as they relate to the total faculty and
9 governance of the College. In addition, the Agent President or his/her designee(s) as
10 determined by the Agent Executive Board shall receive one-third (1/3) released time
11 compensated by the agent.
12

13 **SECTION B BULLETIN BOARDS**

14
15 The Agent will be entitled to exclusive use to post and remove material on existing bulletin
16 boards (not to exceed one-half (1/2) the space per board) in faculty office areas or lounges.
17

18 **SECTION C MAIL**

19
20 The Employer agrees that the Agent shall have the right to distribute the Agent's
21 information and other related material in the mail boxes of the faculty and other
22 professional employees. The Agent will be entitled to distribute mail (at no postal cost to
23 the College) through the outgoing mail service.
24

25 **SECTION D ALL-COLLEGE FACULTY MEMBER MEETING**

26
27 An All-College faculty member meeting called by the Agent President will take precedence
28 over other faculty related meetings. Agent meetings will be held between 12:00 noon and
29 1:00 p.m. or after 3:00 p.m. without having priority over other College meetings and
30 teaching responsibilities.
31

32 **SECTION E INFORMATION SERVICE**

- 33
34 1. The Agent President shall be provided with a copy of the Board of Trustees' agenda
35 when the Board members receive their materials. A copy of agenda and minutes
36 will be sent to the Agent President's office.
37
38 2. Background information pertaining to pending action of the Board of Trustees at any
39 regular meeting shall be mailed to the Agent President. The Agent agrees to furnish
40 background information pertaining to pending actions of the Board of Trustees at
41 any regular meeting. Such information shall be delivered to the office of the College
42 President.
43
44 3. The Agent shall maintain a current list of its officers, their titles and mailing
45 addresses in the College President's office.
46

47 **SECTION F MEETINGS OF CONCERN**

48
49 Either the College President (or his/her designee) or the Agent President (or his/her
50 designee) may request a meeting at a mutually convenient time to discuss matters
51 pertaining to these agreements and other College governance matters.
52

1 SECTION G ATTENDANCE AT CONFERENCES AND MEETINGS

- 2
- 3 1. Two (2) of the Agent's officers or representatives may attend legislative committee
- 4 hearings, State Board meetings or State Board committee meetings provided their
- 5 classes are covered.
- 6
- 7 2. One (1) officer from the Agent may attend, on contracted days, Agent-Sponsored
- 8 regional or Statewide meetings, limited to no more than two (2) per quarter and
- 9 provided his/her classes are covered.
- 10
- 11 3. In both instances, neither travel nor expenses will be paid by the College, but no
- 12 deductions will be made due to time away from the campus.
- 13

14 SECTION H ROSTERS

15

16 The Agent shall be furnished with a quarterly roster (of adjunct faculty) within the first six

17 (6) weeks of each quarter. A full-time faculty roster will be furnished by the eighth day of

18 fall quarter. Additions to and deletions from the rosters shall be furnished as they occur

19 throughout the quarter or year.

20

21

22 SECTION I PUBLIC INFORMATION

23

24 All public information shall be made available to the Agent upon its request. The only

25 limiting factors are that such requests

26

- 27 1. Be made sufficiently in advance to allow for data assembly time.
- 28
- 29 2. Do not involve unreasonable costs as mutually agreed upon.
- 30

31 SECTION J BUDGET

32

33 The Agent will be provided with a copy of the original budget, access to a monthly file copy

34 of the budget status printout, photocopies of sections upon request and all other public

35 information relevant to budgets. In addition, representatives of the Agent may meet with

36 the College President, or his/her designee, to review budgetary matters.

37

38 SECTION K AGENCY SHOP

39

40 All full-time faculty shall as a condition of continued employment on or before the thirtieth

41 (30th) day following the beginning of such employment become members of the GRCC

42 United Faculty or pay a representation fee. This fee shall be to reimburse the Agent for the

43 expense of representing members of the bargaining unit. The District shall provide payroll

44 deduction of such fees or dues and, upon written authorization as allowed by current law,

45 contributions to political action committees. Such deductions shall be remitted to the

46 authorized Agent representative within five (5) working days of the issuance of payroll

47 checks.

48

49 If a faculty member asserts a right of non-association based on bona fide religious tenets or

50 teachings of a church or religious body of which he or she is a member, that faculty member

51 shall pay to a non-religious charity or other charitable organization an amount of money

52 equivalent to the periodic dues uniformly required as a condition of acquiring or retaining

1 membership in the Bargaining Unit in accordance with Chapter 28B.52.045, Revised Code of
2 Washington.

3
4 Authorizations in effect prior to the effective date of the Agreement shall be carried forward,
5 until rescinded in writing to the individual.

6
7 The Agent agrees to indemnify the employer and hold it harmless against any and all suits,
8 claims, demands, and liability for damages or penalties that shall arise out of or by reason
9 of any action taken by the employer for the purpose of complying with the provisions of this
10 section.

11 12 SECTION L FACILITIES

13
14 The faculty office of the Agent President shall be used for the organization headquarters.
15 The Agent's office shall have space equal to two (2) individual faculty offices. If available,
16 additional space may be rented from the college.

17 18 SECTION M LABOR/MANAGEMENT COMMITTEE

19
20 A Labor/Management Committee will be established and maintained. The role of the
21 committee will be to review the status of the negotiated agreement, and to anticipate,
22 prevent, and, when necessary, recommend the resolution of potential contractual problems.
23 The committee will be composed of three faculty members chosen by the UF Board and two
24 administrators chosen by Management. The committee will communicate regularly and will
25 meet a minimum of once a quarter, excluding summer. It will also function as an oversight
26 body for Post-Tenure Review. For that function, see Article IX, Section E of the contract.

27 28 29 30 31 **ARTICLE XV**

32 33 **SCOPE OF AGREEMENT**

34 35 SECTION A PREAMBLE AND APPENDICES - INTEGRAL PARTS OF AGREEMENT

36
37 The Preamble and Appendices hereof are integral parts of this Agreement and by this
38 reference are incorporated herein.

39 40 SECTION B NO UNILATERAL REOPENING OF AGREEMENT

41
42 There shall be no unilateral reopening of this Agreement by either party during the life
43 thereof.

44 45 SECTION C ADDITIONAL REVENUES/FUNDS AND CONSULTATION WITH THE AGENT

46
47 In the event the Employer receives unforeseen additional revenues or funds during the
48 period of this Agreement, such additional revenues or funds will be distributed or allocated
49 only after prior consultation with the Agent.

1 SECTION D NEGOTIATED AGREEMENT

2
3 This Agreement constitutes the negotiated agreements between the Employer and the
4 Agent and supersedes any previous agreements or understandings, whether oral or written,
5 between the parties.

6
7 SECTION E ENTIRE NEGOTIATED AGREEMENT

8
9 Agreement expressed herein in writing constitutes the entire Agreement between the
10 parties, and no oral statement shall add to or supersede any of its provisions.

11
12 SECTION F UNLIMITED RIGHT AND OPPORTUNITY TO NEGOTIATE

13
14 The parties acknowledge that each has had the unlimited right and opportunity to make
15 demands and proposals with respect to any matter deemed a proper subject for
16 negotiations. The results of the exercise of that right and opportunity are set forth in this
17 Agreement. Therefore, the Employer and the Agent for the duration of this
18 Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other
19 party to reach agreement with respect to any subject or matter covered or not covered in
20 this Agreement unless mutually agreed otherwise.

21
22 SECTION G MANAGEMENT RIGHTS AND PRIOR PRACTICE

23
24 Subject to the terms of this Agreement, the management of the institution and direction of
25 the work force is vested exclusively with the Employer. All matters not specifically and
26 expressly covered by the language of this Agreement may be administered by the Employer
27 in accordance with policies and procedures which it from time to time may determine.
28 Changes in policy will follow the procedure outlined in the GRCC Policy Development Process
29 GA21. In exercising this prerogative, the Employer agrees that it will continue its existing
30 policies and uniform practices with reference to salary, fringe benefits, and working
31 conditions generally prevalent for faculty members which are not specifically covered by this
32 Agreement. Exempted from such application shall be individual circumstances which may
33 be modified to meet the general prevalent practices.

ARTICLE XVI

DURATION


This agreement shall be effective as of its execution and shall continue in full force and effect through June 1, 2014.

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.

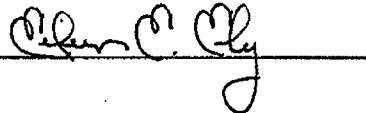
Negotiations for a subsequent Agreement shall commence in December 2013, upon the request of either party. Both parties agree to negotiate in good faith with the intent of reaching agreement prior to the expiration of this Agreement. In the event that a mutually satisfactory settlement is not reached by expiration, this Agreement may be extended by mutual consent of the parties.

Signed this 14th day of December 2011 at Auburn, Washington.

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


By 

By Thomas Campbell
Its Chairperson


By 

By Eileen Ely
Its President

Green River United Faculty Coalition

By 

By Mark Millbauer
Its President

By 

By William Scott
Its Co-Chief Negotiator

APPENDIX A
GREEN RIVER COMMUNITY COLLEGE
ANNUAL SALARY SCHEDULE
EFFECTIVE JULY 1, 2009

SECTION 1

LEVEL	225	240	255	270	285	300	315	330	345	360
Initial Placement										
A	39936	40989	42043	43096	44149	45203	46256	47310	48363	49416
B	42134	43188	44241	45294	46348	47401	48454	49508	50561	51615
C	44333	45386	46439	47493	48546	49599	50653	51706	52760	53813
Next Contract Period after GRCC Tenure Award										
D	46531	47584	48638	49691	50744	51798	52851	53904	54958	56011
<hr/> Next Contract Period after completing 12 years past tenure at GRCC <hr/>										
E	48729	49783	50836	51889	52943	53996	55049	56103	57156	58209

Three Year Vocational Certificate	1915 per contract year
Five Year Vocational Certificate	2774 per contract year
Master's Degree	2774 per contract year
Doctoral Degree	5356 per contract year

There shall be no pyramiding of the above premiums

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

SECTION 2

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 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 saving 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
GREEN RIVER COMMUNITY COLLEGE
SALARY SCHEDULE
EFFECTIVE SUMMER QUARTER 2009

SECTION 1

LEVEL	LECTURE (per Credit)	LAB (per Credit)
Bachelor's Degree or Temporary Vocational Certificate:		
A	638.22	1,085.04
B	654.94	1,113.42
C	671.44	1,141.36
D	688.27	1,169.96
E	704.88	1,198.34
Master's Degree or Above in Teaching Field or Five-Year Vocational Certificate:		
A	669.90	1,138.94
B	686.84	1,167.54
C	703.56	1,196.14
D	720.06	1,224.08
E	736.89	1,252.68
Doctoral Degree:		
A	702.13	1,193.72
B	718.63	1,221 .66
C	735.35	1,250.04
D	751.85	1,278.20
E	768.68	1,306.80

The rate of pay for independent study shall be \$48.90 per credit hour per student.

Start-up pay for classes cancelled within seven calendar days prior to the first class meeting is \$62.86.

SECTION 2

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

SECTION 3

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.

APPENDIX B
GREEN RIVER COMMUNITY COLLEGE
SALARY SCHEDULE
EFFECTIVE SUMMER QUARTER 2009

SECTION 1

LEVEL	LECTURE-TYPE CLASSES	LAB-TYPE CLASSES
Bachelor's Degree or Temporary Vocational Certificate:		
A	58.02	49.32
B	59.54	50.61
C	61.04	51.88
D	62.57	53.18
E	64.08	54.47
Master's Degree or Above in Teaching Field or Five-Year Vocational Certificate:		
A	60.90	51.77
B	62.44	53.07
C	63.96	54.37
D	65.46	55.64
E	66.99	56.94
Doctor's Degree:		
A	63.83	54.26
B	65.33	55.53
C	66.85	56.82
D	68.35	58.10
E	69.88	59.40

The rate of pay for independent study shall be \$48.90 per credit hour per student.

Start-up pay for classes cancelled within seven calendar days prior to the first class meeting is \$62.86.

SECTION 2

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

SECTION 3

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.

APPENDIX C
GREEN RIVER COMMUNITY COLLEGE
EFFECTIVE SUMMER QUARTER 2009

	<u>Premium Amount Per Contract Year</u>
Division Chair Premium	
Division chairpersons shall receive four-ninths (4/9) released time or the premium of \$3,024.80 per ninth, as directed by the division (Art III, Section G).	12,099.20
IC Chair Premium	
The IC chair shall receive 3/9 released time (one third per quarter) or the premium of \$3,024.80 per ninth.	9,074.40
Coordinators Premium	
Program coordinators shall receive 3/9 released time (one third per quarter) or the premium of \$3,024.80 per ninth.	9,074.40
Division and IC Chair Annual Stipend	
Division chairpersons and the IC chair shall also receive an annual stipend of \$3,629.76 for additional work, including duties between quarter and during summer quarter.	3,629.76
Student Programs Premiums	
Choir	5,444.00
Current	
Drama	

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.

1
2

APPENDIX D

Professional and Technical Salary Placement and In-service Credit Advancement							
LANE I	LANE II	LANE III	LANE IV	LANE V	LANE VI	LANE VII	LANE VIII
Learning Period + 3 years +	Learning Period + 3 years + 15	Learning Period + 3 years + 30	Learning Period + 3 years + 45	Learning Period + 3 years + 60	Learning Period + 3 years + 75	Learning Period + 3 years + 90	Learning Period + 3 years + 105
	Approved Credits	Approved Credits	Approved Credits	Approved Credits	Approved Credits	Approved Credits	Approved Credits

1. 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.
2. 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.
3. CREDITS BEYOND THE LEARNING PERIOD:
 - a. 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). 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.
 - b. One (1) Credit = Ten (10) clock hours teacher education
 - c. One (1) Credit = Ten (10) hours specialized training
 - d. One (1) Credit = One (1) college credit
 - e. 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 Courses	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.

* Prior approval of the appropriate administrator and written report required.

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

APPENDIX F

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, nor 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.

Academic Freedoms and Rights

SECTION A CLASSROOM FREEDOM

An academic employee shall be free to determine on the basis of his/her special academic competence and the content of his/her teaching and the conduct of his/her classes without undue restraint other than that required by the nature of the curriculum.

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.

SECTION B LIBRARY COLLECTION

There shall be no censorship of library collections.

SECTION C CONSTITUTIONAL FREEDOM

The academic employee's right as a citizen shall not be diminished or alienated as a result of employment or retention.

SECTION D FREEDOM OF ASSOCIATION

No academic employee shall be required to join or refrain from joining any organization as a condition of employment or retention.

1 SECTION E FREEDOM OF PETITION AND SILENCE.

2
3 Individual faculty members and organizations shall not be denied the right to state or
4 to refuse to state their views before any legislative, administrative, faculty or public
5 body. As a responsibility of the special position as a member of the academic
6 community, the faculty member who makes a public statement will assert whether or
7 not he/she is an authorized spokesperson for Green River Community College.

8
9 SECTION F ADDITIONAL RIGHTS.

10
11 Additional rights of faculty members concerning tenure, a grievance procedure, and
12 personal records are described in detail in the basic sections of the Agreement.

1
2
3
4
5
6
7
8
9
10
11

APPENDIX G

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 H

ADVISING

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

1. **Assigned Advisees:**

a. **Quarterly Contact.** Faculty members will establish quarterly contact with their enrolled, assigned advisees via phone, email, mail, in class, or in person.

b. **Academic Plans.** Academic plans need to be developed prior to a student completing 30 college-level credits. Students are responsible for developing academic plans and reviewing them with their assigned advisor for feedback and signature. These plans must be submitted to Educational Planning by the advisee.

c. **Advisor Assignment.** Advisees will be assigned to faculty advisors through completion of 45 college-level credits or completion of a self-advising contract.

d. **Returning students.** Returning students with 30 or fewer college-level credits will be assigned to a faculty advisor.

e. **Reassignment of advisees.** Faculty may request the reassignment of an advisee by contacting Educational Planning.

2. **Advising Week:** The week prior to the start of active registration will be designated for advising activities (fall, winter, spring). Institutional commitments and committee meetings will be discouraged during these days to support the advising process.

3. **Fall Quarter Advising Day.** One day each fall quarter will be scheduled for advising related activities.

4. **Advisor Training:** Faculty members will participate in three hours of training each academic year. Training workshops will be scheduled throughout the academic year. Faculty members may fulfill part or all of their advisor training commitment in other ways in mutual agreement with the appropriate dean and advising administrator.

5. **Advising Options:** Faculty members may fulfill part or all of their advising commitment in other ways and at other times in mutual agreement with the appropriate dean and advising administrator. Examples include, but are not limited to: academic standards, advising special populations, outreach/marketing, degree planning workshops, new student advising, etc.

6. **Division Chairs:** Division chairs will support the coordination of advising activities and represent their divisional advising concerns through conversations with the advising administrator. Division chairs are exempt from traditional advising responsibilities. Where no reasonable alternative exists, division chairs may be required to participate in advising duties, as

1 outlined above, and be compensated up to four (4) additional days pay per
2 academic year.
3
4 7. **No Advising:** A faculty member may choose not to participate in Section 1
5 of this Appendix and, therefore, forfeit an amount equal to four (4) days pay.
6 This option is available on an annual basis and must be selected prior to
7 August 1 of the academic year in which this option is being requested.
8 Written notification must be made to the appropriate dean, advising
9 administrator, and Human Resources.
10

APPENDIX I

DISTANCE LEARNING COURSES

1. Definitions:

- a. **Distance Learning Course:** As used herein, distance learning classes (DLCs) shall be defined as any course or program of instruction which is recorded for synchronous or asynchronous transmission and/or receipt of such course (via audio/video technology) to or from a location other than the room or place from which the class originates. Such distance learning delivery modes include, but are not limited to, the following categories recognized by the state: telecourses, online (internet) courses, interactive television (ITV), correspondence courses, teleclasses, and multimedia courses.
- b. **Intellectual Property:** Any trademarkable, copyrightable, or patentable matter or any intellectually created thing or matter including, but not limited to, books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, test and work papers; lectures, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids; video and audio tapes and cassettes, computer programs; distance learning materials or associated data files; video and audio broadcasts; programmed instruction materials; paintings, sculptures, photographs, and other works of art.
- c. **Presumption of Ownership:** Ownership of intellectual property shall be presumed in the originating employee. Intellectual property created by the employee in fulfillment of the employee's normal responsibilities is presumed to belong to the employee for proprietary or marketing purposes outside of the college but is available to the college for internal review and for review by external agencies regulating the college.
- d. **Independently Produced DLCs:** Courses developed by a faculty member using his or her own time and equipment. Incidental (de minimus) use of college equipment (such as computer resources) shall not preclude a DLC being considered independently produced.
- e. **Jointly Developed DLCs:** Courses developed through a specific agreement between the college and the employee to create such intellectual property. Such agreement shall define the development obligations and ownership of each party. If no such agreement is executed, ownership defaults to the employee.
- f. **College Sponsored DLCs:** Courses developed under an agreement between the college and the employee to specifically create DLC intellectual property in exchange for compensation, clearly stating the development obligations and the college's exclusive ownership. If no such agreement is executed, ownership defaults to the employee.

1
2 **2. Conditions:**
3

- 4 a. **Privacy:** The college shall take reasonable steps to ensure that
5 communications between students and faculty conducted by means of
6 technology shall have at least the same level of privacy as face-to-face
7 communication in traditional classrooms or faculty offices.
8
9 b. **Teacher Training:** The college shall arrange for and pay costs of any
10 special training required for faculty to teach distance learning courses.
11 Such training shall not constitute substantial support. Each faculty
12 member who teaches a distance education class will have the
13 opportunity to complete training to improve the quality of distance
14 learning courses.
15
16 c. **Stipends:** Upon completion of additional training approved by the
17 Director of Distance Learning, instructors being paid on the temporary
18 employment salary schedule will qualify for a distance learning class
19 stipend (or proportion thereof) of \$300 per class or \$60 per credit.
20
21 d. **Past Practice:** Questions regarding past practice shall be referred to
22 the Union-Management Committee.
23
24 e. **Curriculum Approval:** Curricula for DLCs shall be approved using
25 the same process used for other courses at the college. Courses
26 originating outside of the college must be evaluated by the appropriate
27 division before being accepted as comparable to GRCC courses.
28 Divisions shall act on courses submitted for evaluation in a timely
29 manner.
30
31 f. **Right of the College:** Consistent with normal academic freedom
32 rights of the instructor, the college shall have final authority to offer or
33 not to offer any DLC class based on the quality and content of the
34 offering.
35
36 g. **Hiring:** Instructors of DLCs shall be selected in a manner consistent
37 with the college's hiring practices for other classes.
38
39 h. **Office:** Within the resources of the college, instructors of DLCs shall
40 be provided with office space and appropriate equipment (hardware,
41 software, etc.) needed for communication with students.
42

43 **3. Workload:**

- a. **DLCs as Workload:** Full-time faculty members may use DLCs as part
of their annual load.
b. **Class Size:** Class size shall be determined in the same manner as
traditional classes offered by the college.
c. **Class schedule:** DLCs shall be scheduled in the same manner as
traditional classes offered by the college.

- d. **Class Cancellation:** The decision to cancel distance classes paid on the temporary employment schedule shall be determined by the close of the third day of the quarter or in the same manner as is division practice for classes taught by full-time employees.
- e. **Proportionate Pay:** If a class assigned to an instructor being paid on the temporary salary schedule 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 the CAR.
 - 1) Instructors who teach distance learning classes based on the temporary salary schedule may overload a class for proportional pay (based on 10th day enrollment) with the approval of the division chair.
 - 2) Instructors who teach distance learning classes based on the temporary salary schedule may elect to combine two enrollments in two distance learning classes offered the same quarter to reach sufficient enrollment in both or to attain full pay for at least one class.
 - 3) Any calculations based on a proportional rate on the temporary salary schedule shall also be applied to an instructor's annual load and eligibility for benefits.

4. **Ownership and Intellectual Property Rights**

- a. **Independently Developed DLCs:** Intellectual property, including distance learning courses (DLCs) made independently by the faculty member, are the property of said faculty member. Owners of such intellectual property have the right to determine disposition of the DLC and the right to revenues derived from such work. The faculty member shall be entitled to complete ownership and control of any independently produced discovery, invention, or intellectual property, but the faculty member will be responsible for any fees involved with copyright or patent application.
- b. Incidental or "de minimus" use of the college's computers shall not constitute "substantial support" or "joint development" of intellectual property.
- c. Works prepared while on either unpaid or on sabbatical leave shall be considered independent efforts.
- d. **Jointly Developed DLCs:** Division of royalties or income derived from jointly developed ownership of intellectual property (including DLCs) shall be shared per the agreement between the college and the faculty member, provided the work results from or is produced under the following circumstances:
 - 1) With substantial support or involvement from the college, which might include, but is not limited to, time, photographic assistance, taping, or substantial software input assistance.

- 1 2) Where the faculty member has been provided with partial released
2 time for the purpose of development of such work.
3
4 3) Where fees involved with copyright or patent application have been
5 shared between the faculty DLC developer and the college.
6
7 e. **College Sponsored DLCs:** When a faculty member is hired or
8 assigned specifically to develop instructional or course materials, or
9 the DLC is developed under a “work-for-hire” arrangement with an
10 external sponsor, then the rights of such materials belong exclusively
11 to the college, including the right to copyright and/or sell the materials
12 for profit. The college shall have the right to copyright any college
13 sponsored DLC materials and will be responsible for any fees involved
14 with copyright or patent application.
15
 1) Released Time: Faculty developing DLCs as a college supported
 effort shall be compensated for each class, or major duty area, to
 develop new distance learning classes.

 f. **Incremental Improvements:** It is recognized that instructors will
 continuously strive to improve courses by making continuous minor
 modifications as the course is offered, evaluated, and student progress
 is assessed. Such incremental improvement may increase the
 instructor’s equity in the course, provided that prior discussion and
 agreement as to the nature of the improvements and the increased
 equity in the course have been established in writing and by mutual
 agreement prior to undertaking such improvements.

5. **Compensation for Development.** Jointly Developed DLCs: Compensation
 shall be by mutual agreement between the faculty member, the bargaining
 unit and the college, establishing an equitable division of royalties and fees in
 advance of development of the DLC.

6. **Re-offering of DLCs:** If and when the college wishes to reuse a course in its
 entirety, the following will apply:

16 In the case of DLCs which did not originate within the college but which
17 require significant development of material to accompany the course or a
18 portion of the course, the full-time faculty member who initially teaches the
19 course shall have the right of first refusal to teach the course he/she
20 developed for a time determined by division policy.
21
7. **Updating:** If the faculty member who created and/or developed the course
 but who is not teaching the course him/herself deems the course to be in
 need of updating, he or she may request that the course be reviewed by the
 division. If the instructor feels that offering the course is detrimental to his or
 her personal or professional reputation, the instructor shall request that the
 course not be offered until updating is complete.

If a decision is made to substantially revise a course, then the instructor who created the original class shall have first right to revise the course. Should that faculty member decline, or be unable to revise the DLC, then the instructor shall also abandon rights to royalties and fees generated by the

substantially revised DLC, and the college may then offer the course to another faculty member for re-design. Any royalties paid for revision will be divided among the faculty involved. However, such division of remuneration and/or royalties shall be established by mutual agreement prior to re-development of the class.

8. **College Support for Distance Learning Courses:** Within its available resources, the college will provide support including photographic and recording equipment, computers, software, and technicians where needed.

- 1 9 **Exceptions:** Exceptions to these arrangements, with respect to workload,
2 ownership, compensation, re-broadcast, and updating, may be made provided
3 there is mutual agreement between the individual faculty member(s), the
4 college, and the Agent.
5
6

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53

APPENDIX J

IESL ACADEMIC EMPLOYEES

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

SECTION A PROVISIONS

1. Provisions of the Collective Bargaining Agreement that apply to IESL instructors without modification:
- | | | |
|--------------|---|--|
| Preamble | | |
| Article I | Section A | Recognition |
| Article IV | Section F | Travel |
| | Section H | Personnel Records |
| | Section I | Standard and Miscellaneous Deductions |
| | Section J | Pay Periods |
| | Section M | Safety and Security |
| Article V | Section P | Paragraph 13, Adjunct faculty Sick Leave/
Absence from Assignment |
| | Section R | Legal Representation |
| | Section S | Complaints |
| | Section T | Ownership/Materials |
| Article VI | Leaves and Faculty Development (All sections shall apply
except as specified below in this appendix) | |
| Article VII | Compensation and Benefits (All sections shall apply except as
specified below in this appendix) | |
| Article X | Grievance Procedure | |
| Article XIII | Section A | Resignation |
| | Section B.1 | Retirement |
| Article XIV | Agents Rights and Privileges | |
| Article XV | Scope of Agreement | |
| Article XVI | Duration | |
| Appendix J | IESL Academic Employees | |
| Appendix K | Position Description and Application Process | |
2. All sections of Article VI of this contract shall apply to annually-contracted instructors. Only Sections D and G of Article VI shall apply to quarterly-contracted instructors. Leaves for annually-contracted instructors shall be as defined in Article VI, while quarterly-contracted instructors shall receive sick leave as stipulated in Article V, Section P, paragraph 13.

3. Any provision of the Collective Bargaining Agreement not enumerated in A, above, shall not apply to IESL instructors.
4. Job descriptions reflecting the duties of IESL instructors will be developed.
5. Instructors shall be designated as either quarterly-contracted or annually-contracted.
6. The following conditions shall additionally apply to IESL instructors:

SECTION B ANNUALLY CONTRACTED INSTRUCTORS

1. Annually-contracted instructors are hired for four (4) quarters at a level of two hundred seventeen (217) contract days per year. These days shall be allocated as follows:
 - 32 instructional days summer quarter
 - 54 instructional days fall quarter
 - 54 instructional days winter quarter
 - 53 instructional days spring quarter
 - 17 curriculum days that may be scheduled either between quarters on non-instructional days or during the quarter outside the work span. These 17 days shall include eight days for student testing, four days for course coordination with quarterly-contracted faculty, and five days of in-service training.
 - Seven (7) preparation days that shall be scheduled on the Fridays of the weeks during which summer quarter instruction occurs. At their discretion, instructors may fulfill their obligations for up to three of these days by performing duties off campus. No more than four of these days shall be scheduled for meetings or other required activities, and for such required activities, notice shall be given at least four weeks in advance.
- Annually-contracted instructors shall also have the right of first refusal to teach summer quarter classes for which they are qualified.
2. Annually-contracted instructors shall be responsible for assisting the IESL Program Director with programmatic duties such as testing, placement, and activity coordination. Unless their duties exceed a seven-hour span, they shall not be paid extra compensation for completing routine departmental duties.
3. There shall be at least one (1) annually-contracted instructor for each IESL program level.
4. Annually-contracted instructors shall work with the IESL Program Director to plan, organize, and evaluate performance standards of the IESL Program, as well as develop new course offerings consistent with the goals and objectives of the institution.
5. Annually-contracted instructors shall assist the IESL Program Director to develop, implement, and periodically review an IESL strategic plan.

- 1 6. Annually-contracted instructors shall be responsible for assisting the IESL
2 Program Director in developing and implementing a system of peer
3 observation to be conducted once (1) per year.
4
- 5 7. Annually-contracted instructors shall assist quarterly-contracted instructors in
6 improving methods of instruction, selecting appropriate textbooks, using
7 facilities effectively, and in other instructional matters.
8
- 9 8. The individuals initially hired as annually contracted shall be as mutually
10 agreed. Subsequent annually-contracted appointments shall be pursuant to
11 the selection procedures of the Agreement.
12
- 13 9. Individuals initially hired as annually contracted shall have right of first refusal
14 to any subsequent annually-contracted work effective as of their initial annual
15 contract. Individuals subsequently hired as annually contracted shall have
16 right of refusal to any subsequent annually-contracted work effective as of
17 their second annual contract.
18
- 19 10. All annually-contracted instructors will be evaluated by the IESL Program
20 Director once per year. Student evaluation forms will be submitted to the
21 IESL Program Director for all classes taught. Individuals not initially hired as
22 annually contracted shall be evaluated during the first, second, and fourth
23 quarters during the first year in which they are annually contracted.
24
- 25 11. Annually-contracted instructors shall be placed on the IESL Annual Contracted
26 Faculty Salary Schedule, Section E as full-time faculty members. If an
27 annually-contracted instructor chooses not to teach summer quarter classes,
28 or chooses to teach a reduced summer load as part of his/her annual
29 contract, his/her annual contract shall be maintained and his/her annual
30 salary shall be proportionally reduced by the rate listed in the IESL Quarterly-
31 Contracted Salary Schedule, Section F.
32
- 33 12. One (1) annually contracted instructor shall be elected (as per Article III,
34 Section F) by the majority of all IESL instructors to serve as IESL Faculty
35 Representative. In this position, the IESL Faculty Representative represents
36 IESL instructors at the Instructional Council.
37
- 38 13. Annually contracted instructors will be assigned a full load of classes before
39 quarterly-contracted instructors are assigned classes. Seniority for annually-
40 contracted employees shall be based on the date on which the instructor
41 signed his/her first annual contract to teach in the Green River Community
42 College IESL program.
43
- 44 14. The Associate Vice President of International Programs may provide extra
45 compensation, released time, or support for special additional duties on a
46 one-time, quarterly or annual basis. A written application for special
47 additional duty compensation must be submitted to the Associate Vice
48 President for consideration and approval.
49
- 50 15. Procedure for Hiring Annually-Contracted IESL Instructors:
51
52 a. A request to hire form must be submitted to cabinet for approval prior
53 to advertising.

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
- b. A job description for the position shall be written and recommended by at least one (1) annually-contracted instructor and the IESL Director to the Associate Vice President of International Programs, who will then submit it to the Office of Human Resources.
 - c. All positions will be open a minimum of six (6) weeks. If during the initial recruitment it is determined by the Vice President for Human Resources and the Associate 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. The Human Resources Office will monitor the applicant pool for diversity throughout the recruitment process.
 - d. Each position description shall have the following information on each announcement (see Appendix K).
 - e. All positions will be advertised in various publications, including minority publications nationwide. The department may also advise the Office of Human Resources as to schools, professional organizations, or areas of the country in which to advertise.
 - f. The IESL Program Director, and at least two (2) annually-contracted IESL instructors will review pertinent applications and credentials and submit recommendations to the Associate Vice President of International Programs or designee for final selection.
 - g. Prior to screening the applications, the IESL Program Director will meet with the Vice President for Human Resources and the Associate 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.
 - h. Once candidates have been selected for preliminary interviews, the Vice President for Human Resources will review the pool for diversity. If the pool is found to be insufficiently diverse, the IESL Program Director may be asked to review additional candidates. If there are no qualified minority candidates within the final pool of candidates, the college may re-advertise the position.
 - i. The IESL Program Director and at least one (1) annually-contracted instructor will interview each candidate separately. The Associate Vice President of International Programs may join in the interview process.
 - j. The IESL Program Director shall provide up to four (4) names of the final candidates to the Associate Vice President of International Programs and the College President for final selection. The committee may note the strengths and weaknesses of the candidates and other special qualifications of the candidates. If the President does not select from among the recommended candidates, the process shall be repeated.
 - k. If it is determined that there is insufficient time to carry out a complete and thorough hiring process, the Associate 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.

l. 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.

m. The Office of Human Resources will send letters to non-selected applicants.

SECTION C QUARTERLY-CONTRACTED INSTRUCTORS

1. Quarterly-contracted instructors are hired on a quarter-by-quarter basis and have no expectancy of continued employment.

2. All quarterly-contracted instructors will be evaluated by the IESL Program Director up to two (2) times per year.

3. Quarterly-contracted instructors shall be compensated from the IESL Quarterly-Contracted Instructor Salary Schedule, Section F. 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 IESL Program Director. Quarterly-contracted instructors shall be compensated for non-instructional activities at the rate of twenty-five dollars (\$25.00) per hour.

4. 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 instructors' stated schedule preferences. Seniority for quarterly-contracted employees shall be based on the number of credits taught in the program.

5. Procedure for Hiring Quarterly-Contracted IESL Instructors.

a. A job description for the position shall be written and recommended by at least one (1) annually-contracted instructor and the IESL Program Director to the Associate Vice President of International Programs, who will then submit it to the Office of Human Resources.

b. 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.

c. Periodically, the Office of Human Resources will conduct targeted recruitment for all IESL quarterly-contracted instructor positions to develop a diverse pool of applicants. The applications will be forwarded for review and consideration.

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

1
2
3
4
5
6
7
8
9
10

SECTION D DISCIPLINE/TERMINATION

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

APPENDIX J -SECTION E
INTENSIVE ESL ANNUALLY-CONTRACTED FACULTY SALARY SCHEDULE
EFFECTIVE SUMMER 2009

Credits	255	270	285	300	315	330	345	360
Year 1*	\$49,539	\$50,730	\$ 51,913	\$ 53,097	\$54,281	\$ 55,471	\$ 56,655	\$ 57,838
Year 2	\$ 52,016	\$53,199	\$ 54,383	\$ 55,574	\$56,757	\$ 57,941	\$ 59,131	\$ 60,315
Year 3	\$ 54,493	\$55,676	\$ 56,860	\$ 58,045	\$59,234	\$ 60,418	\$ 61,602	\$ 62,786
Year4	\$ 55,576	\$ 56,759	\$ 57,943	\$ 59,128	\$ 60,317	\$ 61,501	\$ 62,685	\$63,869
Year 10	\$ 56,659	\$ 57,842	\$ 59,026	\$ 60,211	\$ 61,400	\$ 62,584	\$ 63,768	\$64,952

Three Year Vocational Certificate:	\$ 1,915	per contract year
Five Year Vocational Certificate:	\$ 2,773	per contract year
Master's Degree:	\$ 2,773	per contract year
Doctor's Degree:	\$ 5,104	per contract year

There shall be no pyramiding of certificate/degree premiums

*Experience from time of hire as core faculty at GRCC

APPENDIX J – SECTION F
INTENSIVE ESL QUARTERLY-CONTRACTED FACULTY SALARY SCHEDULE
EFFECTIVE SUMMER QUARTER 2009

Definition: One Academic Unit (IU) is the noncredit equivalent to 1 credit hour or 11 instructional lecture hours.

BACHELOR'S DEGREE:

LEVEL:	1-2yrs	3-5 yrs	6-8 yrs	9-11 yrs	12+ yrs
Per Academic Unit	\$581.23	\$596.58	\$611.54	\$626.88	\$642.10

MASTER'S DEGREE OR ABOVE IN TEACHING FIELD:

LEVEL:	1-2yrs	3-5 yrs	6-8 yrs	9-11 yrs	12+ yrs
Per Academic Unit	<u>\$610.14</u>	<u>\$625.61</u>	<u>\$640.84</u>	<u>\$655.73</u>	<u>\$671.08</u>

DOCTOR'S DEGREE:

LEVEL:	1-2yrs	3-5 yrs	6-8 yrs	9-11 yrs	12+ yrs
Per Academic Unit	\$639.56	\$654.47	\$669.81	\$684.77	\$700.12

APPENDIX J - SECTION F
INTENSIVE ESL QUARTERLY-CONTRACTED FACULTY SALARY SCHEDULE
EFFECTIVE SUMMER QUARTER 2009

BACHELOR'S DEGREE:

LEVEL:	1-2 yrs	3-5yrs	6-8yrs	9-11 yrs	12+ yrs
Current Salary:	\$52.84	\$54.23	\$55.59	\$56.99	\$58.37

MASTER'S DEGREE OR ABOVE IN TEACHING FIELD:

LEVEL:	1-2 yrs	3-5yrs	6-8yrs	9-11 yrs	12+ yrs
Current Salary:	\$55.47	\$56.87	\$58.26	\$59.61	\$61.01

DOCTOR'S DEGREE:

LEVEL:	1-2 yrs	3-5yrs	6-8yrs	9-11 yrs	12+ yrs
Current Salary:	\$58.14	\$59.50	\$60.89	\$62.25	\$63.65

APPENDIX K

POSITION DESCRIPTION AND APPLICATION PROCESS

1. Position Description
2. Minimum Qualifications
3. Preferred Qualifications
4. Salary Range:
5. Application Procedure:
 - Application information may be obtained from the Green River Community College Office of Human Resources. Please call (253) 833-9111 to request an application. Completed application packet will include the following:
 - Green River Community College Application
 - Cover Letter addressing the supplemental questions
 - Copies of transcripts (copies are acceptable). Must have originals when hired.
 - Three letters of recommendation.
6. Selection Procedure
 - A selection committee will screen all applications. Candidates may be contacted on a conference call. Finalists will be invited for personal interviews and a classroom teaching demonstration. The visit will be at the candidate's own expense in accordance with State of Washington travel regulations. The selection committee will recommend finalists to the Vice President of Instruction. For IESL, the selection committee will recommend to the Associate Vice President of International Programs.
7. All material must be received by _____, at 4:00 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.

Green River Community College is committed to staff diversity. Applicants with disabilities who require assistance with the recruitment process may call the Office of Human Resources, (253) 833-9111, and reasonable accommodation will be made.

SETTLEMENT AGREEMENT

This agreement is contingent upon ratification of the faculty and approval of the Board of Trustees of Community College District No. 10.

- 1) The Administration agrees to extend the contract for three years, through June 1, 2014.
- 2) The Administration agrees to extend the MOU for the duration of the extension of the contract as follows:


The College is motivated to improve the ratio of full-time to adjunct faculty to support the highest quality of teaching for our students. For each of the next two contract years that this contract is in effect, two additional full-time tenure track faculty positions shall be created and filled. Assignment for these new positions shall be recommended by the Instructional Council to the Executive Vice President based on requests submitted by the divisions.


The faculty and administration will work collaboratively to meet FTE and budget targets.

During this extension of the MOU through June 1, 2014, the above highlighted sentence is suspended, and is to be reviewed annually by the administration. Nothing in this Settlement Agreement prevents the college from creating new positions to address the full-time to part-time ratio.

- 3) The Administration agrees to begin contract negotiations in December 2013.

Additionally, upon ratification and approval of the collective bargaining agreement extension, the faculty increment funding for year 2011-2012 will be immediately allocated per the prior tentative agreement of the parties. These increments will be paid retroactively to September of 2011. With the distribution of the 2011-2012 increments, the "increment" ULP will be withdrawn by the United Faculty.


MARK MILBAUER UF

 11/29/2011

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

MEMORANDUM OF UNDERSTANDING

NEW FACULTY POSITIONS

The College is motivated to improve the ratio of full-time to adjunct faculty to support the highest quality of teaching for our students. For each of the next two contract years that this contract is in effect, two additional full-time tenure track faculty positions shall be created and filled. Assignment for these new positions shall be recommended by the Instructional Council to the Vice President of Instruction based on requests submitted by the divisions.

The faculty and administration will work collaboratively to meet FTE and budget targets.

Page	INDEX	Page
81	Academic Freedom and Faculty Rights, Statement of	81
23	Adjunct Faculty	23
30	Adjunct Faculty Development	30
24	Adjunct Faculty Employment File	24
19	Adjunct Faculty Job Description	19
26	Adjunct Faculty Load - Assignment	26
26	Adjunct Faculty Review/Evaluation	26
27	Adjunct Faculty Sick Leave	27
27	Adjunct Faculty Termination	27
84	Advising	84
72	Agency Shop	72
71	Agent Rights and Privileges	71
2	Agent, Recognition of	2
73	Agreement, No Unilateral Reopening of	73
73	Agreement, Scope of	73
71	All College Faculty Member Meeting	71
54	Appeal of Arbitration - Grievance	54
100	Application Process for Hiring FT	100
54	Arbitration Appeals - Grievance	54
54	Arbitration, Jurisdiction of	54
12	Assignment of Courses	12
20	Assignment Span	20
71	Bulletin Boards - Agent Rights	71
30	Calendar	30
81	Censorship, No	81
33	Civil Duty Leave	33
12	Class Cancellations	12
76	COLA - Cost of Living Adjustment	76
41	Compensation and Benefits	41
31	Complaint Procedure	31
36	Conferences - Faculty Development	36
72	Conferences and Meetings, Attendance at	72
73	Consultation With the Agent - Additional Revenues	73
83	Continuing Education	83
39	Continuing Education Improvement	39
30	Contracted Days	30
8	Coordinators, Program	8
76	Cost of Living Adjustment, COLA	76
17	Counseling Faculty, Job Description	17
21	Counselor Work Assignments	21
10	Course Adoption/Revision Forms (CARS)	10
20	Daily Assignment Span	20
30	Days, Contract Calendar	30
70	Declaration of Retirement	70
11	Deductions, Standard and Miscellaneous	11
3	Definitions	3
55	Dismissal for Cause	55
55	Dismissal for Cause, Procedures Governing	55
54	Dismissal Philosophy	54
88	Distance Learning - Proportionate Pay	88

87	Distance Learning - Workload	87
86	Distance Learning Courses	86
7	Division Chair, Compensation or Release for	7
15	Division Chair, Job description	15
7	Division Chair, Selection of	7
7	Division Operations	7
22	Double Sections	22
75	Duration (of Contract)	75
33	Emergency Leave	33
70	Emeritus Faculty Status	70
3	Equal Opportunity Employment	3
46	Evaluation of Probationer - Tenure	46
26	Exceptions - Adjunct Workload	26
2	Excluded Personnel	2
13	Extra Duties and Activities (application for support)	13
73	Facilities - Faculty Office for Agent President	73
6	Faculty Assignment	6
30	Faculty Development - Adjunct	30
36	Faculty Development Program	36
39	Faculty Excellence Awards	39
5	Faculty Hiring	5
18	Faculty Librarian	18
6	Faculty on Leave, Replacements for	6
81	Faculty Rights	81
37	Faculty Training Committee	37
33	Family Leave	33
5	Full-time Faculty, Selection of	5
7	General Standards of Qualifications	7
52	Grievance Procedure	52
52	Grievances, Adjustments to	52
5	Hiring, Faculty	5
9	IC Chair, Release of assignment	9
91	IESL Academic Employees	91
92	IESL Annually Contracted Instructors	92
95	IESL Quarterly Contracted Instructors	95
23	Independent Study Courses	23
71	Information Service - Agent Rights	71
80	In-service Credit Advancement	80
9	Instructional Council	9
21	Instructor Contact Hour Load	21
43	Insurance	43
19	Job Description for Adjunct Faculty	19
17	Job Description for Counseling Faculty	17
15	Job Description for Division Chairperson	15
18	Job Description for Faculty Librarian	18
14	Job Description for Full-Time Faculty	14
17	Job Description for Instructional Council Chair	17
14	Job Description for Instructional Faculty FT	14
20	Job Description for Student Programs Area jobs	20
73	Labor/Management Committee	73
22	Learning Communities	22
33	Leave - Bereavement	33

33	Leave - Civil Duty/Jury Duty	33
33	Leave - Emergency	33
33	Leave - Legislative	33
35	Leave - Military	35
35	Leave - Military Training	35
34	Leave - Parental	34
33	Leave - Personal Day	33
33	Leave - Shared Leave	33
33	Leave - Sick leave for Illness, Injury	33
33	Leave - Weather Emergency	33
38	Leave - without Pay	38
32	Leaves and Faculty Development	32
4	Lecturer - Definition	4
31	Legal Representation	31
33	Legislative Leave	33
18	Librarian, Faculty	18
26	Load, Faculty Adjunct	26
20	Load, Faculty Full-time	20
71	Mail - Agent Rights	71
74	Management Rights and Prior Practice	74
32	Materials and Ownership	32
86	Materials and Ownership - Distance Learning	86
88	Materials and Ownership - Distance Learning	88
71	Meetings of Concern - Agent's Rights	71
71	Member Meetings - All College Faculty	71
34	Military Leave	34
35	Military Training Leave	35
10	Moonlight <i>see Part time classes taught by full-time faculty</i>	10
42	Movement on the Salary Schedule	42
74	Negotiate, Unlimited Right and Opportunity to	74
74	Negotiated Agreement	74
52	No Fault - Post Tenure Review	52
30	Office Hours - Adjunct	30
20	Office Hours - FT	20
50	Oversight for Post Tenure Review	50
12	PA & I	12
34	Parental Leave	34
44	Parking Facilities and Fees	44
10	Part-time Classes taught by Full-time Faculty	10
23	Part-time Faculty - see Adjunct Faculty	23
24	Part-time File - see Adjunct Faculty Employment File	24
74	Past Practice	74
12	Pay Periods	12
33	Personal Days	33
11	Personnel Records	11
41	Placement on the Salary Schedule	41
100	Position Description and Application Process	100
49	Post Tenure Review	49
52	Post Tenure Review - Stipends	52
73	Preamble and Appendices	73
78	Premiums and Stipends	78
74	Prior Practice and Management Rights	74

44	Procedures of Tenure	44
34	Professional Day	34
36	Professional Development	36
38	Professional Leave without Pay	38
35	Professional Leaves with Pay	35
12	Program Assessment and Improvement, PA& I	12
8	Program Coordinators	8
88	Proportionate Pay - Distance Learning	88
3	Recognition of Right to Bargain	3
43	Record of Credits	43
60	Reduction-in-Force	60
71	Release of Assignment - Union President	71
6	Replacement Faculty	6
70	Resignation	70
70	Retirement	70
43	Retirement Plans, Teacher	43
26	Review of Adjunct Faculty in the Employment File	26
49	Review of Tenured Faculty - Post Tenure Review	49
50	Review Process - Tenure	50
45	Review Team Formation - Tenure	45
3	Right to Bargain, Recognition of	3
72	Rosters furnished to Agent	72
35	Sabbatical - Professional Leave	35
12	Safety and Security	12
73	Salary Negotiations - See Additional Revenues	73
42	Salary Schedule - Movement on	42
41	Salary Schedule Placement	41
77	Salary Schedule, Adjunct Faculty	77
76	Salary Schedule, Full-time Faculty	76
97	Salary Schedule, IESL	97
20	Seven-hour span	20
27	Sick Leave for Adjunct Faculty	27
33	Sick Leave for Full-time Faculty	33
28	Sick Leave Transfer for Adjunct Faculty	28
87	Stipends - Distance Learning	87
52	Stipends - Post Tenure Review	52
12	Substitutes	12
11	Summer Quarter	11
44	Tenure	44
27	Termination - Adjunct Faculty	27
54	Termination of Employment	54
14	Terms of Employment	14
10	Travel	10
36	Travel - Faculty Development	36
76	Turnover Savings	76
71	Union President, Release of Assignment	71
33	Weather Emergency Leave	33
20	Work Span	20
26	Workload - Adjunct	26
20	Workload - Full-time	20