

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE BOARD OF TRUSTEES OF  
BELLEVUE COLLEGE**

**AND**

**THE BELLEVUE COLLEGE ASSOCIATION  
OF HIGHER EDUCATION**

**September 1, 2014 – August 31, 2017**

**\*2015 Revision\***

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## **PREAMBLE**

This Agreement is made between Bellevue College and the Bellevue College Association of Higher Education. The parties share the goals of providing quality education for students at the College and maintaining high standards of academic excellence in all facets of the Bellevue College program. They agree that attracting and retaining a highly qualified and motivated professional staff is integral to meeting these goals. To that end, the parties agree as follows:

## **ARTICLE 1 - DEFINITIONS**

### **1.1. Academic Year**

The Fall, Winter, and Spring Quarters, plus non-instructional contracted days as defined herein.

### **1.2. Administrator**

Any person employed either full- or part-time by the College who performs administrative functions for at least fifty percent (50%) or more of her/his assignments, and has responsibilities to hire, dismiss, or discipline other employees. All such employees are excluded from the bargaining unit covered by this Agreement.

### **1.3. Agreement**

The Collective Bargaining Agreement by and between the Board of Trustees of Bellevue College and the Bellevue College Association of Higher Education, September 1, 2014 – August 31, 2017.

### **1.4. Appointing Authority**

The Board of Trustees of the College or its lawfully delegated designee(s).

### **1.5. Association**

The Bellevue College Association of Higher Education.

### **1.6. Board**

The Board of Trustees of the College or its lawfully delegated representatives.

### **1.7. College**

Bellevue College, sometimes referenced in applicable law or regulation as Community College District VIII.

### **1.8. Day**

Unless otherwise specified, "Days," as used in the Agreement shall mean contractual days (normally Monday through Friday).

### **1.9. Dean**

The administrator with management authority over one of the College's divisions.

### **1.10. Division**

One of the Divisions of the College, which as of the effective date of this Agreement are: Arts and Humanities Division, Science Division, Social Science Division, Health Sciences, Education and Wellness Institute (HSEWI), Institute for Business and Information Technology (IBIT), Counseling Center, Institute for Research, Innovation, Service and Experiential Learning, and Library Media Center.

### **1.11. Faculty Member**

Any person employed by the College as an instructor, counselor, librarian, program or department chair, or in any other position for which the training, experience, or responsibilities are comparable as determined by the appointing authority.

### **1.12. Full-Time Equivalent Faculty (FTEF).**

A unit of measure describing the workload of a faculty position. An FTEF of 1.0 represents a full workload for a quarter. A faculty position with a full-time workload for the Academic Year has an FTEF of 3.0.

### **1.13. Full-Time Faculty.**

A faculty member who performs a full load as defined herein for an Academic Year and is contracted on an annual basis in a tenure-track, tenured or temporary faculty position as described in Article 11.

### **1.14. Individual Contract**

The signed contract between the College and a faculty member which states salary or wages, dates of employment, and conditions of employment, all of which shall be consistent with this Agreement.

### **1.15. Non-Compensable Leave**

Leave accrued by full-time faculty who are not under contract during the Summer Quarter (and previously accrued by certain part-time faculty members). Non-Compensable Leave may be used in addition to Personal Leave in circumstances described in Article 18. Non-Compensable Leave may not be transferred, donated or converted to cash in any circumstance.

### **1.16. Part-Time Faculty.**

A faculty member whose appointment is for a specified period of time and does not meet the full load requirements for an Academic Year as defined herein. Such appointment carries with it no

promise or expectation of continued employment. Such appointments are not applicable towards tenure.

**1.17. Personal Leave**

Paid leave accrued by faculty which may be used for absences as described in Article 18. Personal leave may be converted to cash, transferred or donated as shared leave according to the provisions of Article 18 and applicable state law.

**1.18. Program Chair**

Full-time faculty members elected by program faculty and appointed by the dean to perform the responsibilities described in Article 12 and Appendix E.

**1.19. Vice President**

When used in this document without a qualifier, “Vice President” refers to the Vice President of Instructional Services.

**ARTICLE 2 - BOARD RECOGNITION**

**2.1. Exclusive Recognition**

The College recognizes the Association as the sole and exclusive bargaining representative for all academic employees of the College as defined in RCW 28B.52.

**2.2. Administrative Duties**

The College will not add administrative duties to any bargaining unit position that would have the effect of removing the position from the bargaining unit without first notifying the Association and, if requested, bargaining over the addition of duties. In the event that the parties are unable to reach agreement through the bargaining process, the dispute will be submitted to the Public Employment Relations Commission for resolution.

**ARTICLE 3 - MANAGEMENT RIGHTS**

**3.1. Responsibilities of the College**

The College has the responsibility and authority to manage and direct on behalf of and is held accountable to the public for all operations and activities of the College to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the College and the adoption of such rules, regulations, and policies as it may deem necessary shall be exercised so as to not conflict with the terms of this Agreement.

**3.2. Examples of Management Rights**

Such rights are, by way of illustration, but not limited to:

- 3.2.1. Determination and supervision of all policies, operations, methods, processes;
- 3.2.2. Determination of the size of the College, including the budget and the number and type of academic and nonacademic staff;
- 3.2.3. Determination of duties and responsibilities of bargaining unit members, standards of employment-related performance evaluation, assignments, responsibilities to be performed, and scheduling of these responsibilities all as consistent with the terms of this Agreement.
- 3.2.4. Determination of persons employed, promotion, transfer, non-appointment, non-renewal, reassignment, suspension, termination, or layoff of bargaining unit members all as consistent with the terms of this Agreement;
- 3.2.5. Planning, establishment, modification, reorganization or abolition of the College's programs and courses of instruction;
- 3.2.6. Determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of all its equipment and facilities and control of its property;
- 3.2.7. Determination of the means, methods, budgetary and financial procedures and personnel by which the College's operations are to be conducted; and
- 3.2.8. Determination of rules, regulations, and policies not inconsistent with this Agreement, and therewith to require compliance.

## **ARTICLE 4 - ASSOCIATION RIGHTS**

### **4.1. Right to Information**

- 4.1.1. Minutes, Agenda and Related Study Materials. The Association shall be furnished copies of minutes, agenda, and related study materials at the same time and in the same form as those materials are furnished to the public and the Board.
- 4.1.2. Board Policies and Procedures Manual The Association shall be provided a current copy of the Board of Trustees Policies and Procedures Manual and any amendments made thereto.
- 4.1.3. Financial and Other Data. Upon request, the College will furnish the Association with documents or electronic information concerning its financial resources, expenditures, faculty staffing, or other matters reasonably necessary to enable the Association to carry out its duties as the exclusive bargaining representative for faculty members.

## **4.2. Board Meetings**

An officially designated Association representative or agent shall have the right to appear at Board of Trustees open meetings and may request to place matters on the agendas in accordance with Board bylaws.

## **4.3. Use of Facilities**

- 4.3.1. Meeting Rooms. The Association and its duly authorized representatives shall have the right to the reasonable use of the College's facilities for Association business meetings. No charge shall be made for the Association's use of such facilities, provided no special arrangements or services are required to accommodate the Association's requirements.
- 4.3.2. Association Business. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times, without interrupting previously scheduled activities.
- 4.3.3. Use of Facilities. The Association shall have the right to the reasonable use of the College's facilities and equipment for Association business, including typewriters, copy machines, calculating equipment, computers, word processors, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. However, the Association will be required to reimburse the College when non-Association employees of the College such as staff personnel are utilized to operate such equipment.
- 4.3.4. Posting of Association Notices. The Association shall have the exclusive right to post notices of its activities and matters of Association concern on bulletin boards in accordance with applicable campus regulations and shall have the right to use on-campus distribution services and faculty mailboxes for communication to faculty members.
- 4.3.5. Association Office. The College will provide on-campus office facilities for the Association without charge. The Association Office (A123) shall be equipped by the College. The Association will pay the College ten dollars (\$10) per month per telephone line provided to the Association. In addition, the Association will reimburse the College for all SCAN charges incurred by the Association. In the event that applicable law requires the College to charge the association for office facilities, the matter will be referred to the Labor-Management Committee for resolution.

## **4.4. Release Time**

- 4.4.1. Participants in Tenure Review proceedings, official Association conferences or meetings, and Legislative and Washington State Board of Community and Technical College meetings on behalf of the Association shall suffer no loss in

pay related to such participation. Whenever possible, advanced notice of such meetings shall be provided to the appropriate administrator and every effort shall be made to not disrupt professional work schedules. The total number of aggregate days utilized for such purposes shall not exceed ten (10) in any one year.

- 4.4.2. The College will provide one-third (1/3<sup>rd</sup>) release time for the President of the Association. The Association may, at its election, purchase an additional one-third (1/3<sup>rd</sup>) release time for the Association President by reimbursing the College for the cost of that release time.
- 4.4.3. During years when this Agreement is fully open for negotiation (the final Academic Year of the Agreement), the College will provide one-third (1/3<sup>rd</sup>) release time for the Vice President of the Association to facilitate the parties' negotiations. In all other years, the Association may, at its election, purchase up to one-third (1/3<sup>rd</sup>) release time for the Association Vice President by reimbursing the College for the cost of that release time.

#### **4.5. Association Representation, Dues, and Payroll Deductions**

- 4.5.1. The Association shall have the right to exclusive payroll deduction of membership dues for faculty, and the College shall deduct such dues for each member and shall remit such dues to the authorized Association representative within three (3) working days of the issuance of payroll checks.
- 4.5.2. All full-time and affiliated members of the bargaining unit shall, as a condition of employment, be members of the Association or pay an amount equal to the dues of the Association. In addition, such requirement shall be applicable to part-time faculty in any quarter in which they are employed for fifty percent (50%) or more.
- 4.5.3. The College shall enforce this provision by deducting from the faculty member's salary, each pay period, the dues required of membership, or for non-members thereof, a representation fee equivalent to such dues.
- 4.5.4. On or before September 1 of each Academic Year, the Association shall give written notice to the College of the dollar amount of the Association unified dues and assessments which are to be deducted in the coming Academic Year under payroll deduction.
- 4.5.5. A faculty member who asserts a right of non-association based on bona fide religious tenets or the teachings of a religious body of which the faculty member is a member will pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the faculty affected and the Association. The faculty member shall furnish written proof that such payment has been made. If the faculty

member and the Association do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

#### **4.6. Deductions**

Upon appropriate written authorization from the faculty member and consistent with OFM/WCCC procedures, the College shall deduct from the salary of the faculty member and make appropriate remittance for contributions to the political action committee affiliated with the Association.

### **ARTICLE 5 - LABOR MANAGEMENT RELATIONS**

#### **5.1. Labor-Management Committee**

Representatives of the Association and the College will meet on a mutually agreed date, place, and time once every month and on an as-needed basis for the purpose of reviewing the administration of this Agreement and attempting to resolve other problems that may arise. These meetings are not intended to bypass the grievance procedure and shall not be used to renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Neither party shall have control over the selection of the representation of the other party; provided, however, that neither party shall have more than five (5) representatives.

#### **5.2. Presidential Consultation**

The College President or her/his designee shall meet with the President of the Association or her/his designee at the request of either party to discuss issues of concern.

### **ARTICLE 6 - FACULTY PARTICIPATION IN COLLEGE GOVERNANCE**

#### **6.1. Participation in Governance**

It is recognized by the parties that a governance system which provides for the exercise of the professional judgment and expertise of the faculty is desirable for the successful operation of the College. The Association recognizes the right of the Board to establish or modify the policies, procedures, and organizational structures of the College so long as such establishment or modification does not alter or change the terms and conditions of employment as set forth in this Agreement. It is also recognized that faculty shall have opportunity to participate in the development and maintenance of the College as an effective organization. The College and the Association agree to promote a collaborative approach to College governance.

#### **6.2. Maintenance of the Governance System**

A governance system which allows effective and orderly utilization of faculty professional judgment and expertise shall be maintained at all times during the life of this Agreement. Accordingly, the All-College Council as presently constituted shall be continued during the life of this Agreement unless otherwise agreed by the parties.

- 6.2.1. Standing Committees. Unless otherwise agreed by the parties, faculty will continue to participate in the standing committees existing as of the effective date of this Agreement. Faculty representatives will be selected for standing committees as appropriate according to provisions of the College Committee Book.
- 6.2.2. Ad Hoc Committees and Task Forces. If the College establishes new committees or task forces during the term of this Agreement that will address topics impacting faculty wages, hours or working conditions, the Association will be consulted regarding the composition of such groups and will select one (1) or more representatives, as appropriate, to participate in the committee or task force.
- 6.2.3. The College recognizes that the Association has an interest in ensuring faculty perspectives are represented in academic and strategic affairs that may not affect mandatory subjects of bargaining. However, the administration may request faculty participation on College committees or task forces addressing matters unrelated to faculty wages, hours and working conditions by requesting nominations from the Association or by soliciting faculty directly.

### **6.3. Instructional Program Configuration**

The organizational structure of programs and divisions is determined by collaboration of the Vice President, deans, Association and the affected program faculty. Prior to any changes in program configuration, a description of the proposed change, along with the rationale for it, will be shared with the affected faculty, who will provide input. The plan will then be discussed in the Labor-Management Committee, and any resulting recommendations will be provided to the Vice President, who will make the final decision. Individuals affected by the proposed change will not participate in the development of the Labor-Management Committee recommendation. The Association President or designee will be included in all steps of the collaborative process.

### **6.4. Program Development and Review**

Faculty directly affected by the design, development, implementation, evaluation and review of programs shall be invited to participate. The Association shall be consulted in a timely manner regarding all such activities.

## **ARTICLE 7 - FACULTY RIGHTS**

### **7.1. Working Environment**

Contingent upon budget and fiscal limitations as determined by the Board of Trustees, facilities and equipment currently made available to faculty members in order that the person's teaching, counseling, coaching, librarian, or media specialist function may be best carried out, shall be continued.

## **7.2. Legal Protection**

Whenever any action or proceeding for damages is filed against a faculty member arising out of the performance or failure of performance of duties for the College, the faculty member may request that the Attorney General defend the action or proceeding at the expense of the State. Requests for a defense and satisfaction of any judgment will be reviewed and processed according to the provisions and requirements of RCW 28B.10.842.

## **7.3. Nondiscrimination**

There shall be no disciplinary measures taken nor discrimination with respect to the employment of any person because of such person's race or ethnicity, color, national origin, sex, marital or family status, domicile, sexual orientation including gender identity or expression, age, religion, creed, disability, veteran status, political activity, union membership/activity or lack thereof, or any other basis prohibited by local, state or federal law.

## **7.4. Safety**

Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All faculty shall follow safety rules and procedures as they shall be from time to time promulgated. Faculty shall be given immediate notice of any known or imminent danger to body or property, whether from physical or human origin.

## **7.5. Tuition and Fee Waivers**

Annually-contracted faculty working fifty percent (50%) or more of full-time will be eligible for tuition and fee waivers in accord with College policy.

## **7.6. Academic Robes**

The College will purchase for each tenure-track/tenured faculty member a cap, gown and hood appropriate to the degree held by the faculty member and the issuing institution. The College will rent the appropriate cap, gown and hood for each full-time temporary faculty member.

## **7.7. Electronic Resources**

7.7.1. The College will provide accessible e-mail and College network access for all faculty. The College's electronic resources are considered State resources, the use of which is governed by State law and College policy. Materials produced, transmitted or stored on College computers or electronic systems are subject to inspection and disclosure as required by College policy and State law.

7.7.2. The College will identify standard software installed on faculty computers. The College acknowledges that faculty may require non-standard computing resources. The College will work collaboratively with individual faculty/programs to meet software needs. Faculty recognize that the College must document legal software compliance, and will provide personal ownership

documentation to the College before personally-owned software is installed on College computers.

- 7.7.3. Unless otherwise required by operational necessity or the College's legal obligations, the College will notify a faculty member prior to deleting non-standard software or electronic files stored his/her computer. If there is a dispute over the need to remove software or files from a faculty member's computer, he/she may request a review of the dispute by the Vice President or designee before any action is taken.

## **7.8. Parking**

The College shall provide parking facilities for the faculty. Faculty will pay parking rates equal to the student parking permit fee schedule. This rate will be determined by the College President based on the annual recommendation from the All College Council.

- 7.8.1. Transit Support. The College shall participate in a transit subsidy program. Funding for this program will come from revenues from employee parking permit and bus pass fees. The specific program and rate of subsidy will be set by the College President based on the annual recommendation from the All College Council.
- 7.8.2. Program Management. The All College Council will make annual recommendations to the College President regarding parking rates, transit subsidy program rates, and alternative transportation measures that support college sustainability. All revenues from sales of employee parking permits will be dedicated to, and may be reinvested in:
- a. Measures that support alternative transportation (*e.g.*, transit subsidy);
  - b. Maintaining and operating the employee portion of College parking facilities (dedicated employee spaces divided by total parking spaces); and/or
  - c. College sustainability measures as recommended by the All College Council.
- 7.8.3. Transportation Stipend. Faculty members will receive a transportation stipend equal to seventy-seven percent (77%) of the standard employee/student parking fee for each quarter in which they work fifty percent (50%) or more. Faculty members who work less than fifty percent (50%) will, upon request, receive a rebate of seventy-seven percent (77%) on their purchased parking pass. This stipend is intended to partially offset the cost of parking and/or transportation; however, there are no limitations set on how an employee spends the stipend.

## **7.9. Faculty Facilities**

The College will provide a faculty/staff dining area in the cafeteria building for the exclusive use of faculty and staff.

## **ARTICLE 8 - PERSONNEL FILES**

### **8.1. Official File**

The College will maintain a single, official personnel file for each faculty member for the purpose of recording all documents and matters concerning the faculty member's employment and performance. The official personnel file will be maintained in the Human Resources Department.

### **8.2. Faculty Access to Files**

A faculty member may upon written request be permitted to examine her/his file in the Human Resources Department, excepting materials from other colleges and places of employment marked confidential. Only employers and/or personal references may be considered confidential. The faculty member shall have the right to answer any material filed, and her/his answer shall be attached to the file copy.

### **8.3. Performance-Related Materials**

Disciplinary or performance-related material will not be placed in the file without affording the faculty member an opportunity to read the material; and if s/he desires, s/he may discuss the matter with the Vice President of Human Resources. The faculty member shall acknowledge that she/he has read such material by affixing her/his signature on the actual copy to be filed, with the understanding that such signature merely signifies that s/he has read the material to be filed and does not necessarily indicate agreement with its content.

### **8.4. Copy of Personnel Files**

The faculty member shall be permitted to reproduce any material in her/his file, excepting materials from other colleges and places of employment marked confidential as noted in Section 8.2.

### **8.5. Included Records**

A copy of the individual faculty member's records from the Sabbatical Leave Committee, Advancement Committee, and Tenure Review Committee shall be forwarded to Human Resources for entry in the official personnel file of the faculty member.

## **ARTICLE 9 - ACADEMIC FREEDOM**

### **9.1. Principle of Academic Freedom**

Institutions of higher education are conducted for the common good. The common good depends upon a free search for truth and its free expression. Hence, it is essential that the faculty member be free to pursue scholarly inquiry without undue restriction, and to voice and publish conclusions concerning the significance of evidence that the faculty member considers relevant. The faculty member must be free from the corrosive fear that others, inside or outside the

College, because their visions may differ, may threaten that faculty member's professional career or the material benefits accruing from it. Therefore, there shall be no restraints which would impair the faculty member's ability to present in this context subject matter related to her/his discipline.

## **9.2. Faculty Teaching Methods**

Particular teaching techniques, materials and the method and manner of presentation shall be protected and not subject to prior constraints as long as approved workload and instructional mode categories are met.

## **9.3. Free Exchange of Ideas**

Each faculty member is free to present her/his ideas in the learning situation where s/he has professional competence and responsibility. Each faculty member shall be free from instructional censorship or discipline when that member speaks, writes, or acts, as long as s/he exercises academic responsibility. For example, all sides of controversial issues should be exposed, and students should be permitted to present freely their own views even though these views may clearly differ from those held by the faculty member.

# **ARTICLE 10 - MATERIALS OWNERSHIP**

## **10.1. College Philosophy**

The College encourages faculty research and scholarship as inherent parts of its educational mission. In this connection, the College acknowledges the right of faculty to prepare and publish, through individual initiative, articles, pamphlets, instructional materials and books that are copyrighted by the authors or their publishers and that may generate royalty income for the authors.

## **10.2. College Policy**

The general policy of the College is that faculty have ownership of books, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, live video and audio broadcasts, programmed instruction materials, drawings, paintings, sculptures, photographs, and other works of art, subject to the provisions of RCW42.52, as now or hereafter amended, and the following conditions and exceptions:

- 10.2.1. College-Owned Materials. Except as defined in Sections 10.2.2 and 10.2.3 below, materials shall be "College-owned" if the faculty member was commissioned in writing and compensated by the College to develop the materials (*e.g.*, with released time or stipends) or if the material is a student work product associated with a class.

- 10.2.2. College-Sponsored Materials. In those instances where materials, processes, or inventions are produced by a faculty member with College support by way of use of significant work time, facilities, or other College resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person or persons designated by written agreement between the parties entered into prior to the production. The Association will be notified by the College when a written proposal to enter into an agreement has been made by a faculty member or members. In the event there is no such written agreement, the ownership shall vest in the College. Any disputes regarding such agreements shall be submitted to expedited arbitration utilizing the American Arbitration Association. The request for expedited arbitration may be made by either party if agreement has not been reached within thirty (30) days after the request to enter into an agreement under this section has been made.
- 10.2.3. Ownership of Locally Developed Online Courses. The College and developer(s) of all locally developed online courses for which the College provided development funding or release time and that were developed after September 1, 2003, will share the ownership of the all course materials, the provisions for which are as follows.
- a. The Developer(s) and College grant one another the mutual right to reproduce, prepare derivative works, make compilations, distribute copies, publicly display the course materials, and in the case of sound recordings, perform work publicly by means of a digital audio transmission, subject only to the terms of this Agreement, and such rights apply to any license granted under the terms of this Agreement.
  - b. Developer(s) are free to use any of the course materials contained in the online course they were subsidized to develop at any time while they are employed to teach at the College for courses they teach at the College. Developer(s) grant permission to any other College faculty member to use such materials and course content, produced by the developer(s) and subsidized by the College, while teaching those online course(s) at the College.
  - c. Prior to selling a license for use of a locally developed course governed by this Section, the College President, or his/her designee, will meet with the developer(s) and the Association and reach agreement on compensation for the developer(s) whose course is generating revenue for the College.
  - d. During the period of their employment at the College and for a period of two (2) years after, developers agree they will not directly or indirectly engage in competition in any way with the College by teaching, selling, or giving away any online course and/or its module components, including any derivative works based on materials developed specifically for the online course and/or

its module components, that were developed with College support by way of use of significant work time, facilities, compensated development costs, or other College resources, without prior written-consent of the College.

- e. The College shall be entitled to enforce the provisions of this Section by any legal means, including but not be limited to the right to enjoin any violations of this Section.
- f. In the event that the parties are unable to reach agreement on appropriate compensation for a mutually developed course under the provisions of this Section, both parties will agree to expedited arbitration to reach resolution, the costs of which will be borne equally by the College and Association. The parties may agree to attempt resolution using mediation or any other dispute resolution process prior to arbitration.

### **10.3. Normal Faculty Work Product**

Nothing in this Article shall relieve faculty members of the obligation to prepare course outlines, syllabi, assignments, tests and/or other instructional materials and to use such materials in classroom instruction without the expectation of royalty payments by the College.

## **ARTICLE 11 - FULL-TIME FACULTY**

### **11.1. Full-Time Faculty Categories**

- 11.1.1. Tenured. Full-time annually-contracted faculty 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 this Agreement. With the approval of the Vice President, a tenured faculty member may work less than a full load and be paid his/her regular salary prorated. The Association will be informed of all requests for a reduced load and the disposition of those requests.
- 11.1.2. Tenure-Track or Probationary Faculty. Full-time annually-contracted faculty who are appointed for a designated period of time and whose appointment may be terminated without cause upon expiration of the tenure candidate's term of employment, but may not be terminated without cause prior to the expiration of the terms of employment as defined by the laws of the State of Washington and this Agreement.
- 11.1.3. Temporary. Temporary appointments are for a designated period of time and carry no promise or expectation of continued employment. Such appointments are not applicable towards tenure. Circumstances in which temporary appointments may be used include:

- a. Appointments funded by special purpose monies, including English Language Institute (“ELI”) Lead Faculty as described below, which are therefore ineligible for tenure under the laws of the State of Washington.
- b. Appointments in cases of sabbatical leave, leave of absence, or emergency and/or unscheduled vacating of a faculty position for such reasons as resignation, retirement, disability, or death where the normal and usual hiring process is not feasible. In all such cases, the College will consult with the Association concerning the temporary appointment designation prior to any hiring decision. A copy of any contracts issued following such consultation shall be forwarded to the Association.

## **11.2. English Language Institute (ELI) Lead Faculty**

- 11.2.1. ELI Lead Faculty are temporary full-time faculty. The annual contract for ELI Lead Faculty will be one hundred seventy-three (173) days in accordance with Article 14.
- 11.2.2. The long-term success and health of the English Language Institute depends upon conducting classes during all four quarters of the academic calendar. The College and the ELI Lead Faculty agree to work together when designating annual contract assignments for Summer Quarter to ensure staffing continuity between annually-contracted faculty and part-time faculty during the entire Summer Quarter.
- 11.2.3. The College shall provide notice of intent to rehire ELI Lead Faculty no later than April 1 of each year. Rehiring will be contingent upon funding.
- 11.2.4. Layoff of ELI Lead Faculty during an annual appointment because of elimination or reduction of financing will be based on seniority, which will be determined as described in Section 27.5. Employees shall receive a minimum of thirty (30) contractual days’ written notice or pay in lieu thereof. This notice shall clearly indicate that the separation is not due to the job performance of the faculty member and shall also indicate the effective date. ELI Lead Faculty who have been laid off will be eligible for recall to an ELI Lead Faculty position. Recall rights will be managed according to the provisions of Section 27.7, as applicable.

## **11.3. Promotion to Rank**

Tenured and ELI Lead faculty may be promoted in rank according to the eligibility, criteria and decision-making process below. Applications may be submitted during the third (3<sup>rd</sup>) year in rank and will be processed during the year submitted. If awarded, promotion will take effect the following Academic Year.

- 11.3.1. Associate Professor. ELI Assistant Professors are eligible to apply for promotion to Associate Professor during their third (3<sup>rd</sup>) year of service as an Assistant

Professor, unless they have received a “does not meet expectations” rating on their most recent ELI Lead Faculty Evaluation. Tenure-track Assistant Professors will be promoted to Associate Professor via the granting of tenure.

11.3.2. Senior Associate Professor. Faculty are eligible to apply for promotion to Senior Associate Professor during their third (3<sup>rd</sup>) year of service as an Associate Professor at the College, unless they have received a “does not meet expectations” rating on their most recent performance review.

11.3.3. Full Professor. Faculty are eligible to apply for promotion to Full Professor during their third (3<sup>rd</sup>) year of service as a Senior Associate Professor at the College, unless they have received a “does not meet expectations” rating on their most recent performance review.

11.3.4. Criteria. Applications should include a short narrative application, most recent Tenured or ELI Lead Faculty Evaluation, a professional plan for the next 3 years, and any supporting documents. The narrative application should detail demonstrated willingness to take on new responsibilities associated with the new rank, reflective professional development related to content or pedagogy since last promotion, and merit via self-evaluation related to at least four (4) of the evaluative criteria in Appendix B.

11.3.5. Timelines and Procedures.

- a. Faculty who wish to apply for promotion must submit an application to their dean for signature by the 6<sup>th</sup> instructional day of Spring Quarter. For faculty who have a current Tenured or ELI Lead Faculty Evaluation in place by that date, Deans will forward completed applications to the Tenured Faculty Promotion Review Committee by the 21<sup>st</sup> instructional day of Spring quarter. Faculty who still need a Tenured or ELI Lead Faculty Evaluation will submit all required analysis, data and narratives to their dean prior to the end of Spring quarter, in order to be considered for Promotion.
- b. For faculty who still need Tenured or ELI Lead Faculty Evaluation, the Deans will complete and forward the evaluations, along with the associated promotion applications, to the Committee no later than 7 days after the last day of Summer Quarter. In the event a faculty member is rated as “unsatisfactory” or “does not meet expectations” during their Tenured or ELI Lead Faculty Evaluation, the application will not be forwarded to the Committee.
- c. The Committee will meet, deliberate, and send their recommendations to the President by the 50<sup>th</sup> instructional day of the Spring Quarter for all applications received by the 21<sup>st</sup> day of Spring Quarter. The Committee will deliberate again after they have received those applications submitted by deans no later than the 7<sup>th</sup> day after the last day of Summer Quarter. The

Committee will have the option to meet and deliberate in person. The College will provide a stipend of \$250 per committee member for a deliberation meeting, should it occur on a non-contract day.

- d. The Committee will forward their recommendations to the President at least 7 days prior to opening day. The President will make a decision and notify applicants in time to adjust faculty contracts for the academic year. Assumption of additional job duties associated with promotion and pay rate will be effective Fall Quarter. Decisions of the President will be considered final, but if an application is rejected, a performance-based rationale shall be provided in writing to the employee and the Tenured Faculty Promotion Review Committee. Payments may be delayed until the second pay period of Fall Quarter as a result of the processing and review of the promotion application materials. Once processing and review are completed, the payments will be retroactive to the beginning of the first pay period of the Fall Quarter

11.3.6. Responsibilities Associated with Rank. The table found in Appendix B1 (and B2 for ELI Lead) is meant to provide examples of the possible evolution in a faculty member's duties and responsibilities through promotion stages. It is not intended to serve as a checklist but is designed to illustrate possible pathways. It is likely or even expected that faculty members will specialize over time, increasing their contributions in some categories more than others on the basis of their particular skills and interests. The spectrum of creditable faculty engagement ranges from significant contribution in a few categories to truly outstanding contribution in one category. Faculty members are not expected to fulfill the examples found in every category of Appendix tables (B1 or B2) as a prerequisite to or consequence of promotion, though continued evaluation of faculty in all categories in Appendix B will occur at every promotional level.

#### 11.3.7. Tenured Faculty Promotion Review Committee

- a. Tenured Faculty Promotion Review Committee will consist of six (6) elected faculty members and the Vice President of Instruction, or designee. Terms will last three (3) years and will be staggered to ensure the accumulation and preservation of working knowledge.
- b. Elections will be held annually and all full-time faculty are eligible to vote. The Association will seek nominations from six faculty groups on campus; Arts & Humanities, Counseling/Library, IBIT, HSEWI, Science, and Social Science. The ballot will list six (6) races, one for each of these groups. The candidate with the highest amount of votes within their group election will represent that division.
- c. In the event that there are no nominated candidates in a group election, preference will be given to the unelected candidate with the highest vote total

(of any group) who balances representation of faculty ranks. The goal for balanced representation of rank is secondary to the goal of electing one faculty member from each group as described above. When possible, the committee will have 2 Associate Professors, 2 Senior Associate Professors, and 2 Full Professors.

- d. If there are group election(s) without any nominees, then the open seat(s) will be filled by the candidate(s) receiving the highest number of votes who balance the representation of rank. Full Professors will be filled first, then Senior Associate Professors, and then Associate Professors. In the event of a tie at any point, consideration will be given to balancing the representation of rank. Group elections will be declared first, before applying the tie-breaker to uncontested elections. If a tie still exists after consideration has been given for balancing the representation of rank, then the result will be determined by the toss of a coin by the Association President in the presence of both candidates and the College President (or designee). If a three-way tie exists, then all three candidates flip coins. The unmatched heads or tails wins. Flip until a winner arises. If more than three candidates are tied, then a separate run-off election will be held between the tied candidates to determine a winner

#### **11.4. Pay Rates for Additional Work**

Full-time faculty will be paid for assignments in addition to their full load, including Summer Quarter assignments, using the Part-Time Faculty Salary Grid (*see* Section 16.2.2), according to the following:

- 11.4.1. Rates of Pay. Tenure-track and tenured faculty will be paid at the appropriate Base Rate until they have been granted Lecturer status through the process below; provided that tenure-track and tenured faculty who, as of the date of this Agreement, are paid at the Senior 1 or Senior 2 Rates will remain at their current rate unless and until they are promoted to a Lecturer Rate.
- 11.4.2. Criteria for Advancement to Lecturer I Pay Rate. Tenured faculty, including those faculty being paid for additional assignments at the Senior 1 Rate, are eligible to apply for advancement to the Lecturer I Rate if they received a rating of “meets expectations” or better on their most recent evaluation. Applications must be submitted to the dean by the tenth (10th) instructional day of the Fall Quarter. The application must include student evaluations from a minimum of three (3) “moonlight” or summer courses taught by the faculty member, including all such courses taught during the previous twelve (12) months, and a written qualitative and quantitative analysis of the student evaluations submitted.
- 11.4.3. Criteria for Advancement to Lecturer II Pay Rate. Faculty who have been compensated at the Lecturer I Rate for three (3) or more years, and faculty compensated at the Senior 2 Rate, are eligible to apply for advancement to the Lecturer II Rate if they received a rating of “meets expectations” or better on their

most recent evaluation. Applications must be submitted to the dean by the tenth (10th) instructional day of the Fall Quarter. For faculty paid at the Lecturer I Rate, the application must include student evaluations from all “moonlight” or summer courses taught by the faculty member since being advanced to the Lecturer I Rate; for faculty paid at the Senior 2 Rate, the application must include student evaluations from a minimum of three (3) “moonlight” or summer courses, including all such courses taught during the previous twelve (12) months. All applications must include a written qualitative and quantitative analysis of the student evaluations submitted.

- 11.4.4. Decisions to advance a faculty member to a Lecturer rate will be made by the dean and provided in writing to the faculty member prior to the end of Fall Quarter. If awarded, the appropriate Lecturer rate will take effect for assignments beginning the quarter following the dean’s decision. Decisions will be considered final, but if an application is rejected, a performance-based rationale will be provided in writing to the faculty member.

## **ARTICLE 12 - PROGRAM CHAIRS**

### **12.1. General Responsibility**

Program chairs are faculty members who represent their peers in matters pertaining to the welfare and progress of their programs. It shall be the responsibility of the program chair to provide a primary interface between faculty and the dean. Such interface shall include advising and submitting recommendations to the administration regarding any program-related matters deemed appropriate by members of the program. They shall seek the aid and counsel of the faculty members they represent in matters pertaining to the program or Division within which the program operates. *See Appendix E* for the detailed program chair position description.

### **12.2. Election and Appointment**

- 12.2.1. Program chairs are faculty representatives who shall be elected from the full-time faculty by the full-time faculty, affiliated faculty, and part-time Lecturer faculty within a given instructional program. They shall be subsequently appointed to their position by the dean.
- 12.2.2. For the purpose of this section, “full-time faculty” includes tenure-track, tenured and full-time temporary faculty under contract as a faculty member for the quarter in which the election occurs, as well as tenure-track/tenured faculty who are on an approved leave of absence for that quarter, with the following exception: tenure-track/tenured faculty who have been appointed to an administrative position at the College and are being paid on the administrative salary schedule during the quarter the election occurs are excluded from the program chair election process.

### 12.3. Term of Office

The term of office shall be for three (3) years, and the program chair may be reelected and reappointed.

### 12.4. Orientation

Prior to the end of the first (1<sup>st</sup>) quarter following election as program chair, the faculty member must complete an orientation program covering the duties of the chair, College policies relevant to the chair role and terms of this Agreement. The College shall consult with the Association regarding orientation program development and implementation. Should the orientation program requirements exceed five (5) hours annually, any additional required time shall be compensated at the faculty member's per diem hourly rate.

### 12.5. Compensation

12.5.1. During each Academic Year, the College will provide to the divisions the release time set forth below. In recognition of the fact that the duties of program chairs require attention throughout the calendar year, the College will also provide to the divisions stipend funds for distribution to program chairs during the Academic Year and/or summer. Allocation of the release time and stipends will be determined by the dean, in consultation with program chairs, based on needs within the division.

Division	Academic Year Release Time	Supplemental/Summer Stipend
Social Science	17	\$5,500
Arts & Humanities	30	\$11,000
Science	29	\$10,000
IBIT	15	\$7,500
HSEWI	21	\$6300
Counseling	1	\$300
Library	1	\$300

12.5.2. In addition to the release time allocated to the divisions in Section 12.5.1 above, three (3) additional sections of release time will be allocated by the Vice President during each Academic Year.

12.5.3. Release time identified in this Section may be allocated in full or partial sections or distributed in the form of stipends.

12.5.4. The College will annually publish the actual distribution of contractually-provided and additional release time and stipends to the programs within each division. The prior year's information will be published electronically by the end of the summer quarter.

## 12.6. Evaluation

12.6.1. All program chairs will be evaluated by the dean no later than Fall Quarter of the second (2<sup>nd</sup>) year of their first (1<sup>st</sup>) three (3)-year term and will receive a subsequent evaluation prior to the end of their first (1<sup>st</sup>) term. The criteria for the evaluation will be Appendix E. Program chairs will be evaluated at least once during any successive terms. The evaluation will consist of the following components, using forms and formats as agreed by the parties:

- a. self-evaluation;
- b. evaluations by program faculty;
- c. evaluation by the Division Operations Director;
- d. evaluations by additional College employees mutually agreed upon by the program chair and dean; and
- e. evaluation by the dean.

12.6.2. Evaluation materials shall be due no later than the end of the fifth week of the quarter during which an evaluation will be conducted; the evaluation process may proceed without materials submitted in a timely manner, with the exception of the dean's evaluation. The dean will write a summary evaluation report. The dean will meet with and discuss the written summary evaluation report with the program chair. The program chair may provide a written response to the evaluation report.

## 12.7. Improvement Plans

If the evaluation demonstrates that the program chair's performance is unsatisfactory, or if the dean has otherwise provided the chair with written notice that his or her performance is unsatisfactory, the dean will, in collaboration with the program chair, establish a performance improvement plan and terms for re-evaluation.

## 12.8. Recall and Removal

12.8.1. **Recall.** An election recalling a program chair for failure to perform his/her assigned responsibilities may be initiated by a petition signed by more than fifty percent (50%) of the faculty eligible to vote in the chair's election, or by the dean where he/she has reason to believe that a majority of the faculty eligible to vote do not support retaining the chair. A petition initiated by the faculty must include a clear description of the basis for the recall, which must be tied to the responsibilities described in Appendix E. The dean will promptly schedule any recall election initiated under this section. If sixty-seven percent (67%) or more of the eligible faculty vote to recall the chair, a replacement will be selected according to the procedures in Section 12.2 above.

- 12.8.2. Removal. A chair who fails to correct unsatisfactory performance through an improvement plan, commits misconduct, or violates College policies may be removed from the chair position by the dean. Any such removal will be considered disciplinary in nature and may be challenged through the grievance procedure as provided in Article 24.

## **12.9. Applicability**

This article is binding upon all program chairs recognized as such by the Vice President of Instruction. The BCAHE President will be notified prior to any changes that will result in the elimination of the Program Chair position.

## **ARTICLE 13 - PART-TIME FACULTY**

### **13.1. Affiliated Faculty**

Part-time faculty members awarded affiliated status prior to September 1, 2009 will be given first priority, after full-time faculty members and any faculty member on recall, to teach a course or courses in the discipline, field or program (in which affiliated status was granted) that they are qualified to teach and for which full-time faculty are not available or qualified to teach. A reasonable effort shall be made to assign affiliated faculty a quarterly workload sufficient to maintain benefits.

- 13.1.1. Maintenance. Part-time faculty members awarded affiliated status prior to September 1, 2009, shall retain their affiliated status so long as they satisfy the following conditions:

- a. Maintain a minimum of fifteen (15) credits, or 378 hours for non-teaching faculty, per Academic Year in his or her discipline, field, or program. All work initially assigned will count toward the annual minimum whether or not the assignment is subsequently cancelled or the affiliated faculty member is bumped. An affiliated faculty member may be awarded a leave of absence upon approval of the appropriate dean. Such approved leave shall not negate affiliated status. Criteria for leaves shall be the same as those for full-time faculty.
- b. Complete part-time performance reviews as outlined in Article 24 of this Agreement.

- 13.1.2. Removal. Part-time faculty members awarded affiliated status prior to September 1, 2009 shall lose their affiliated status when one of the following occurs:

- a. Failure to maintain an annual minimum of fifteen (15) credits, or equivalency for non-teaching faculty, in the discipline, field, or program which has conferred the affiliated status.
- b. Sufficient cause.

- 13.1.3. Assignment. The normal method of the quarterly assignment of courses or equivalency for non-teaching faculty for part-time faculty members awarded affiliated status prior to September 1, 2009, shall be seniority, provided she/he has the expertise to teach the specific course(s). Seniority shall be determined by total quarters taught in the particular discipline, field, or program since initial date of hire in that program.

## **13.2. Promotion**

Part-time faculty may be promoted according to the eligibility provisions and criteria below. Applications for promotion must be submitted to the dean by the tenth (10th) instructional day of the Fall Quarter. Promotional decisions will be made by the dean and provided in writing to the part-time faculty member prior to the end of Fall Quarter. If awarded, promotions will take effect at the beginning of the quarter following promotion.

### 13.2.1. Lecturer I.

- a. Eligibility for Promotion. Part-time faculty will be eligible to apply for promotion to Lecturer I following the completion of nine (9) cumulative quarters of employment with the College, and completion of ninety (90) or more credits of instruction (or equivalent for non-teaching faculty). In addition, all part-time faculty compensated at the Senior 1 Rate are eligible for promotion to Lecturer I.
- b. Criteria for Promotion:
  - i. Demonstrated excellence in teaching as determined through a substantive review of the faculty member's cumulative performance conducted by the program faculty and dean. In the event that an application for promotion is received, and part-time performance reviews have not been completed in accordance with Article 24, the dean shall ensure that a part-time performance review is completed within the same quarter as the application for promotion was received.
  - ii. Satisfactory completion of the professional development obligations that will be jointly developed by the parties no later than January 31, 2015.
- c. Responsibilities. In addition to the responsibilities of all part-time faculty members, Lecturer I's shall have the following responsibilities:
  - i. Participation in department and division meetings, events and activities.
  - ii. Forty-five (45) minutes per week per class of designated office hours. Such office hours may be satisfied by electronic means (telephone, on-line chat, etc.) provided the faculty member is available to interact with students at pre-scheduled times identified on the course syllabus.

### 13.2.2. Lecturer II.

- a. Eligibility for Promotion. Lecturer I's will be eligible to apply for promotion to Lecturer II following the completion of nine (9) cumulative quarters of employment with the College as a Lecturer I, and completion of ninety (90) or more credits of instruction as a Lecturer I (or equivalent for non-teaching faculty). In addition, all part-time faculty compensated at the Senior 2 Rate are eligible for promotion to Lecturer II.
- b. Criteria for Promotion:
  - i. Demonstrated excellence in teaching as determined through a substantive review of the faculty member's cumulative performance conducted by the program faculty and dean. In the event that an application for promotion is received, and part-time performance reviews have not been completed in accordance with Article 24, the dean shall ensure that a part-time performance review is completed within the same quarter as the application for promotion was received
  - ii. Satisfactory completion of the professional development obligations that will be jointly developed by the parties no later than January 31, 2015.
- c. Responsibilities. In addition to the responsibilities of all part-time faculty members, Lecturer II's shall have the following responsibilities:
  - i. Participation in department and division meetings, events and activities.
  - ii. Participation in appropriate College-wide governance activities and College events, including graduation.
  - iii. One (1) hour per week per class of designated office hours. Such office hours may be satisfied by electronic means (telephone, on-line chat, etc.) provided the faculty member is available to interact with students at pre-scheduled times identified on the course syllabus.
- d. Part-Time Faculty Reviews. Lecturer II's may, at their option, perform part-time faculty reviews for faculty members eligible for their second or fifth quarter review. Lecturer II's performing reviews will be compensated as provided in Section 16.4.6.

## 13.3. **Annual and Multi-Annual Contracts**

- 13.3.1. Eligibility and Criteria. Lecturer I's and Lecturer II's may request annual or multi-annual contracts of up to two (2) years in duration. The decision to award an annual or multi-annual contract will be made by the dean, following consideration of the recommendation of the faculty member's program chair/director, including his/her evaluation of the program's enrollment needs and

resources and ongoing need for the faculty member's demonstrated expertise over the recommended term of the contract. The dean's decision to approve or deny a request for an annual or multi-annual contract, including the rationale for any denial, will be provided to the faculty member in writing.

13.3.2. Expiration and Termination of Annual or Multi-Annual Agreement Terms.

- a. Annual or multi-annual contracts expire at the end of their term. Faculty members may request an additional contract at the expiration of an earlier agreement as provided in Section 13.3.1, but annual and multi-annual contracts contain no promise of renewal or employment beyond their term.
- b. An annual or multi-annual contract may be terminated by the College during its term where there is sufficient cause. Such contracts may also be terminated where there is insufficient student demand or insufficient funding; provided that prior to terminating an annual or multi-annual contract in such circumstances, the College will provide the affected faculty member and the Association a minimum of thirty (30) days' notice during which the parties will meet to discuss the circumstances and reasonable alternatives.

**ARTICLE 14 - WORKLOAD AND FACULTY RESPONSIBILITIES**

**14.1. Annual Contract Year**

14.1.1. Contract Days. The annual contractual year shall be one hundred seventy-three (173) days. There will be a maximum of one hundred sixty-two (162) instructional days during Fall, Winter, and Spring Quarters, including finals. Five (5) days shall be designated by the appropriate dean as specified in Section 14.1.4 below. The remaining days shall be designated "President's Days," and will include, but not be limited to: Opening Week Days, College Issues Days, Professional Development Days and Graduation Day as designated in Appendix C.

14.1.2. ELI Faculty Contracts.

- a. The one hundred seventy-three (173) annual contract days for English Language Institute (ELI) Lead Faculty will commence on or after the first day of Summer Quarter in June of each calendar year.
- b. Full-time ELI faculty will teach at least a fifty percent (50%) load in Summer Quarter unless they have received prior approval. ELI faculty may teach full days one-half of summer term or half-days for the full summer term.
- c. In recognition of the longer workday during Summer Quarter, annually contracted days taught in Summer Quarter will be adjusted using a calculation

of the number of class hours scheduled per day in Summer Quarter divided by four (4).

- d. Compensation for the workload beyond the annually-contracted days up to the fifty percent (50%) requirement will be paid at the annual contract per diem rate for each additional teaching day adjusted for the longer Summer Quarter work day as stated above. Compensation for workload beyond the fifty percent (50%) requirement will be at the part-time rate.
- e. The workload calculation for full-time ELI faculty Summer Quarter teaching days and the number of per diem days required for a fifty percent (50%) load will be reviewed by the Labor/Management Committee by March 31st of each year.

14.1.3. Opening Week Activities. Opening Week will include scheduled time for a campus-wide meeting presided over by the College President; an Association meeting; a part-time faculty orientation; and instructional issues time including a meeting convened by the Vice President as well as Division/Department meetings. Part-time faculty in academic divisions who attend an orientation session will be compensated as provided in Section 16.4.4.

14.1.4. Division Days. Division Days shall be designated by the appropriate dean. Three (3) of the five (5) days may be utilized as individual preparation days during each year. The remaining days shall be designated by the appropriate dean as specified in, but not limited to, the list below. Full-time faculty are required to attend dean-scheduled Division days. Division Days already served prior to Orientation Week and approved by the dean shall be recognized as part of the one hundred seventy-three (173) day contract year.

- a. Preparation activities.
- b. Regular curriculum development work.
- c. Division retreats.
- d. College governance activities.
- e. Institutional committees.
- f. Special student activities.
- g. Equipment and capital planning.
- h. Operational budget planning.
- i. Student advising.

- j. Other appropriate professional duties.
- k. Special projects which may include:
  - i. Activities required for establishing new program starts.
  - ii. Preparation of special instructional areas requiring inventory and equipment planning.
  - iii. Development of grant proposals.
  - iv. New program identification.
  - v. Development or adaption of instruction software.
  - vi. Development of laboratory, experiential- or service-learning activities or curricula.
  - vii. Development of course curriculum and/or support services for proposed new programs.
  - viii. Other appropriate projects.

14.1.5. Calendar. The faculty work year for the term of the Agreement is attached in Appendix C.

## **14.2. General Faculty Responsibilities**

- 14.2.1. It is understood that a variety of professional tasks must be completed by full-time faculty in addition to their primary faculty assignments if the College is to achieve its objectives. These include student advising, informal student contacts outside the classroom, membership and participation in College committees and councils, participation in community-centered functions, participation in assessment of teaching and student learning, attendance at graduation and other appropriate related responsibilities as assigned by the dean. In addition, full-time faculty are expected to participate in activities scheduled or approved by the College on faculty contract days.
- 14.2.2. Part-time faculty comprise a significant segment of the faculty workforce. Beyond designated teaching responsibilities, part-time faculty have an important contribution to make in College governance, professional activities, and in promoting learning excellence through consultation with students.

## **14.3. Faculty Load Standards**

- 14.3.1. Assignment. Within the limitations and guidelines recommended below, the assignment of equitable loads for all faculty members is the responsibility of the

Vice President working in conjunction with the appropriate dean, program chairpersons, and faculty.

- 14.3.2. Enrollment Management. Enrollment management, including scheduling, staffing, and determination of delivery mode for classes, is determined by the College under the direction of the Vice President, who will seek advice from the deans, program chairs, and program faculty.
- 14.3.3. Variables. The variables which may be considered in assigning full-time annual loads shall include, but are not limited to, individual faculty capabilities, class size, number of preparations, limitations of facilities, availability of classified staff or student help, extracurricular assignments, learning resource assignments, counseling assignments, types of classes, modes of instruction, team teaching, development of new courses, evening and off-campus classes, industry and/or advisory committee consultations. Implementation of this subsection shall be monitored through the Labor-Management Committee.
- 14.3.4. Basic Standards. The basic standard with which the above variables are measured shall be actual contact hours, whether spent in lecture, laboratory, counseling or learning resources assignment.
- 14.3.5. Full-Time Load. The full-time load shall be computed on an annual basis. The normal faculty full-time load shall be three (3) times the normal quarterly load (1.0 FTEF) or 3.0 FTEF annually. The annual full-time load may be plus or minus 0.133 FTEF, providing a range of 2.867 to 3.133 FTEF for the regular Academic Year.

#### **14.4. Modes of Instruction/Professional Load Factors**

##### **14.4.1. Category Definitions.**

- a. General Lecture/Discussion. Class time is spent on presentation of the course subject matter and learning activities appropriate for a group setting, with appropriate student participation, discussion, and/or problem solving. The instructor spends additional time outside of class designing and preparing learning materials, strategies, and assignments, assessing student progress, up-dating course curriculum, and working with students.

$$\text{FTEF} = (1.0 \times \text{weekly hours scheduled}) / 15$$

- b. Mixed Lecture/Laboratory. A portion of class time is devoted to lecturing and preparing students for experiential and/or project-based learning activities; the remainder of the time is spent guiding and assisting students who are working on those activities. The instructor spends additional time outside of class designing learning materials, strategies, and assignments, assessing student progress, up-dating course curriculum, and working with students.

$$\text{FTEF} = (0.80 \times \text{weekly hours scheduled}) / 15$$

$$\text{FTEF for all natural science and engineering sections} = (0.957 \times \text{weekly hours scheduled}) / 15$$

$$\text{FTEF for all natural science double sections} = (1.914 \times \text{weekly lecture hours scheduled}) / 15 + (0.957 \times \text{weekly lab hours scheduled}) / 15$$

$$\text{FTEF for Interior Design 160, 162, 165, 170, 260, 270, 271, 272} = (0.881 \times \text{weekly hours scheduled}) / 15$$

- c. Open Laboratory, Clinical, Workplace. Class time is spent in laboratories, clinics, or workplaces where students receive hands-on and project-based learning experiences that are continually guided and assisted by the instructor. Student work is normally completed in the learning environment, but may include out-of class assignments. The instructor spends additional time outside of class designing learning materials, strategies, and assessments, assessing student progress, up-dating course curriculum, and working with students.

$$\text{FTEF} = 0.67 \times \text{weekly hours scheduled} / 15$$

- d. ADN Nursing Clinical (Lab). Class time is spent in hospitals, clinics, or other healthcare settings where students have direct contact with patients and are continually guided and supervised by the instructor. In addition to the calculated professional load factor, ADN nursing clinical faculty will earn, for each eight-hour clinical day, an additional two hours in recognition of the additional on-site time required prior to and following the clinical supervision of students.

$$\text{FTEF} = (.80 \times \text{weekly hours scheduled}) / 15$$

- e. Work-Based Learning/Internship/Practicum. Students are involved in practical work experience, working with or under the direction of professional practitioners with minimal supervision of the instructor. Workload variables include amount of recruitment and coordination of professional work sites, number of students enrolled, coordination of student placement, number of/involvement during site visits, inclusion of weekly seminar/discussion meetings with students, etc.

FTEF = Determined by the appropriate administrator with consideration of variables as above, and consistent with similar professional load factors as defined in this Section. Implementation of this provision shall be reviewed annually in the Labor-Management Committee.

- f. Supervision and Instruction of Students on an Individual Basis. Applies to independent credit courses (e.g., Art 199, Individual Projects in Art). For computation purposes, students must be enrolled as a matter of record on the tenth (10<sup>th</sup>) day of the quarter.

$$\text{FTEF} = (0.07 \times \text{total student credits}) / 15$$

- g. English composition. Engl& 101, Engl 201.

$$\text{FTEF} = (1.1 \times \text{weekly hours scheduled}) / 15$$

- h. Other. Variables as assigned by the appropriate administrator consistent with Section 14.3.2 above. To address those disciplines where quantitative workload standards have not been established (e.g., ELI, Aldac, etc.), specific salary rates are included in Section 16.3.

- i. Counselors/Librarians. A full-time professional load in this mode is thirty-five (35) hours per week of scheduled time.

- j. Music Performance Classes.

Music 100/200: 5 weekly hours scheduled = 5 / 15 FTEF

Music 104/204: 3 weekly hours scheduled = 3 / 15 FTEF

Music 105/205: 5 weekly hours scheduled = 5 / 15 FTEF

Music 106/206: 5 weekly hours scheduled = 5 / 15 FTEF

- k. Parent Education. Annual compensation for Parent Ed courses (011-036) shall be equivalent to three times the compensation for a 3-credit lecture class. In recognition of the longer length of fall quarter for this program, payment for ParEd 011-016 shall be forty percent (40%) of the annual compensation; payment for ParEd 021-026 and 031-036 shall each be thirty percent (30%) of the annual compensation. The full-time load for ParEd sections (011-036) will be 0.223 FTEF.

- l. English Language Institute Lead Faculty. Full-time faculty in the English Language Institute will teach a standard load of four 50-minute classes during Fall, Winter, and Spring Quarters. The load standard for each section will be equivalent to forty-nine (49) hours, with one hundred ninety-six (196) hours and forty-nine (49) instructional days per quarter. One section will be equal to 0.227 FTEF. One (1.0) FTEF will equate to two hundred sixteen (216) instructional hours. The summer contract workload standard will be equivalent to the standard established for the Fall-Winter-Spring schedule.

- m. Continuing Education. A full load for faculty teaching non-credit continuing education courses will be two hundred forty-four (244) hours per quarter.
- n. Mixed Instructional Delivery (MID) Modes Sections. Class sections that use the classroom setting (including laboratory, clinic, and studio) for some portion of the course, but rely on non-classroom modes of learning for at least twenty percent (20%) of the course presentation (*e.g.*, online, service learning, field work, internships, etc.) will be designated in the Quarterly Class Schedule, and will include student needs (*e.g.*, internet access, transportation needs, etc.). The instructor facilitates all modes of instructional delivery used in the course and ensures student-faculty and/or student-student interaction. Faculty using mixed learning modes for their course sections will obtain approval from the program chair and dean prior to section assignment and publication of the quarterly time schedule.

#### 14.4.2. Office Hours for Full-Time Faculty.

- a. Full-time instructional faculty shall maintain a posted five-hour (5) minimum office schedule each week. Faculty members contracted for less than full-time are expected to maintain office hours proportional to the percentage of their contract to a full-time contract.
- b. The specific office hours will be determined by the full-time faculty member's teaching schedule and shall be approved by the appropriate dean. It is understood that office hours will vary according to class schedule. Up to three (3) hours worth of regular office hours per week for all full-time faculty can be implemented via e-mail and unscheduled, with the concurrence of the dean. Faculty are expected to reply to student e-mail within a reasonable time.
- c. Office hours for full-time faculty teaching all or part of their load through distance education can be electronic and/or on campus in proportion to the workload.

#### 14.4.3. Office Hours for Part-Time Faculty.

- a. In addition to contact hours and related preparation and evaluation, part-time academic employees shall be available to students for consultation. A guideline for providing reasonable consultation is one (1) hour per week per five (5) credit class.
- b. In addition to the available time described in paragraph a, part-time faculty will maintain scheduled office hours as described below. Office hours expectations may be satisfied by electronic means (telephone, on-line chat, etc.) provided that the faculty member is available to interact with students at pre-scheduled times identified on the course syllabus:

- i. Part-time faculty compensated at the Base or Senior rates will maintain scheduled office hours of at least thirty (30) minutes per five (5)-credit class per week (prorated for classes of different size).
- ii. Lecturer I faculty will maintain scheduled office hours of at least forty-five (45) minutes per five (5)-credit class per week (prorated for classes of different size)..
- iii. Lecturer II faculty will maintain scheduled office hours of at least sixty (60) minutes per five (5)-credit class per week (prorated for classes of different size).

#### 14.4.4. Special Provisions

- a. Excess workload. Workloads that exceed the standards outlined above may be voluntarily accepted by faculty members. Loads that exceed 3.133 FTEF may be required where such an assignment is necessary to maintain a faculty member's full load, provided the Association is notified. The assumption of excess workloads shall not require the College to pay the faculty member additional compensation unless there shall have been a written agreement approved in advance to pay such amount.
- b. Assignment of Courses. Faculty will include a proposed mode for each course in the materials included with a curriculum proposal. The proposed mode may be revised by the Program Chair, dean and Curriculum Advisory Committee, and is subject to ultimate approval of the Vice President or designee.
- c. Assignment Span. Excluding instances required to maintain a full load, full-time faculty shall be assigned class schedules within a seven-hour (7) assignment span each day with the weekly assignment being scheduled within five (5) consecutive days.
- d. Flex Summer Assignments. Upon mutual agreement between the individual faculty member and the dean, with the approval of the Vice President, faculty members may substitute Summer Quarter for another quarter as part of a full-time contracted load, or may work a full-time annual load by working a reduced load during all four (4) quarters. Full-time faculty using a flex assignment will have the number of contract days, duties, and responsibilities adjusted on an individual basis as determined between the faculty member and the dean to conform with Section 14.1.1 above. Summer Quarter shall be considered the first quarter of the Academic Year. The Association shall be apprised in a timely manner of the nature and scope of such arrangements.

- e. Online Assignments. Unless otherwise approved by the Vice President, full-time faculty will not be allowed to fulfill a full-time load teaching solely online classes. The Association will be notified of any approved exceptions.

#### 14.4.5. Additional Compensation.

- a. Faculty teaching a full load (as defined in Section 14.3.5 above) shall be compensated for additional sections at the appropriate Category C rate from the Part-Time Faculty Salary Schedule for each FTEF above their full-time load.
- b. Faculty assignments outside the seven (7) hour span described in Section 14.4.3.c above and not credited for full-time load purposes shall be paid in accordance with the part-time faculty salary schedule.

14.4.6. Class Size. The Board and the Association recognize that class size is a critical component in providing quality education and maintaining standards of excellence. The College administration shall consult with potentially impacted faculty and notify the Association prior to the implementation of any general increase or decrease in class sizes during the term of this Agreement.

### **14.5. Advising**

The advising of students is an essential function of faculty, and student advising is expected as a part of normal teaching load. Faculty assigned to an exceptional volume of student advising (*i.e.*, more than fifty (50) advisees) will receive additional workload credit in an amount determined by the dean, following consultation with the faculty member and program chair.

## **ARTICLE 15 - PERSONNEL POLICIES**

### **15.1. Employment and Selection Process for Tenure-Track and ELI Lead Faculty**

15.1.1. Vacancies. Notice of a faculty vacancy shall be circulated to all presently-employed faculty.

#### 15.1.2. Faculty Screening Committee

- a. Composition. The Faculty Screening Committee shall include the dean; appropriate program chair, coordinator, or director; a minimum of two (2) full-time faculty members from the affected Division; and a pluralism advocate selected by the committee chair from the College faculty pluralism advocate pool maintained by Human Resources. Additional College employees may serve at the discretion of the Division committee members when their expertise warrants participation.

b. Duties

- i. The Committee should involve as many of the appropriate Division members as possible in determining the qualifications and selection of the candidates.
- ii. When appropriate, the committee may consult with additional College employees who have experience with the discipline and/or outside experts in the discipline to determine desired qualifications prior to the announcement of the position and/or during the screening/interviewing process.
- iii. The Committee shall work with the appropriate vice president to establish qualifications desired for the position prior to the announcement of the position.
- iv. The Committee shall recommend candidates for each position to the appropriate vice president for her/his acceptance or rejection. The goals of the Cultural Pluralism Policy and the College's Affirmative Action Plan shall be fully addressed. If all recommended candidates are rejected, the appropriate vice president shall fully document her/his reasons for rejection. Thereafter, the Committee shall repeat the screening process.
- v. Part-time faculty who have taught at the College in a discipline or program area which has an opening for an annually-contracted position shall have the opportunity to apply for that position. Performance effectiveness at the College shall be considered in evaluating the relative merits of the candidate.
- vi. The procedures delineated above shall not be applicable in instances involving the reassignment of currently-employed College personnel to areas where they are qualified.

15.1.3. The recruitment and selection process will take place according to College policy and procedure.

**15.2. Initial Salary Placement– Full-Time Faculty**

- 15.2.1. Upon hire, full-time faculty will be placed in the lowest step of Salary Range A, as specified in Section 16.1, unless a higher placement is assigned based on the criteria below.
  - a. One (1) additional step will be provided for a PhD or other terminal degree.
  - b. One (1) or two (2) steps may be granted for relevant teaching experience, or relevant work experience in a professional/technical field, at a rate of one (1)

step for every three (3) years of full-time equivalent teaching/work experience, with approval of the Vice President.

- c. Typically one (1) or occasionally more steps may be granted, with approval of the Vice President and following consultation with the Association President, in recognition of exceptional circumstances, such as market considerations specific to the candidate’s discipline or a candidate’s special qualifications relevant to a program need.

15.2.2. The combination of factors above will not be used to place a newly hired faculty member above the third (3<sup>rd</sup>) step of Salary Range A except in exceptional circumstances as described above. The Association will be notified in writing regarding all cases of initial salary placements above the lowest step, and provided with the rationale for the placement.

**ARTICLE 16 - SALARIES AND BENEFITS**

**16.1. Full-Time Faculty Salaries**

16.1.1. Full-Time Faculty Salary Schedule. Effective July 1, 2015, the full-time faculty salary schedule is as follows:

<b>Range A ASSISTANT/ TEMP FT</b>		<b>Range B ASSOCIATE</b>		<b>Range C SR ASSOCIATE</b>		<b>Range D FULL PROFESSOR</b>	
A1	52,901.83	B1	55,543.78	C1	58,633.78	D1	60,693.78
A2	54,866.04	B2	56,830.25	C2	59,920.25	D2	61,980.25
A3	56,830.25	B3	58,826.39	C3	61,916.39	D3	63,976.39
A4	58,826.39	B4	60,821.50	C4	63,911.50	D4	65,971.50
A5	60,821.50	B5	62,817.64	C5	65,907.64	D5	67,967.64
A6	62,817.64	B6	64,811.72	C6	67,901.72	D6	69,961.72
A7	64,811.72	B7	66,808.89	C7	69,898.89	D7	71,958.89
A8	66,808.89	B8	68,802.97	C8	71,892.97	D8	73,952.97
A9	68,802.97	B9	70,800.14	C9	73,890.14	D9	75,950.14
A10	70,800.14	B10	72,793.19	C10	75,883.19	D10	77,943.19
A11	72,793.19	B11	74,789.33	C11	77,879.33	D11	79,939.33
A12	74,788.30	B12	76,785.47	C12	79,875.47	D12	81,935.47

### 16.1.2. Full-Time Faculty Salary Increments

- a. Increment Funding. Effective September 1 of each year in which the State provides funding for increments, each faculty member employed during the previous Academic Year who has not already been credited with that previous year's experience shall move one step (increment) vertically on the current salary schedule. Faculty members will not be advanced to the top step of any range in the full-time faculty schedule unless it is a result of increment funding.
- b. Grants. Faculty members who are awarded a grant (NEH, NSF, Fulbright, Guggenheim, etc.), from either a public or private agency, shall receive applicable increments provided that participation is pursuant to a formally approved leave of absence.

16.1.3. Turnover Savings. Turnover savings shall be utilized as mutually agreed by the parties. C

16.1.4. Promotions. Except as provided below, faculty will advance to the same step in the next range at the beginning of the Academic Year following the promotion to the rank of Associate, Senior Associate, or Full Professor.

- a. Faculty who have received a terminal degree in their discipline (or a related field) that was not recognized through initial placement in a higher step upon hire or by advancement of a step during a previous promotion will be advanced one (1) step when promoted.

16.1.5. Librarian Extended Contracts. Librarians will be compensated at their per diem rate for hours worked in excess of their thirty-five (35) hour workweek exclusive of Summer Quarter. By mutual agreement, additional work hours may also be addressed through flexible schedules.

## 16.2. **Part-Time Faculty Salary Programs**

16.2.1. Course Category Determination. Each course/assignment shall be evaluated by the dean and placed in Category A, B, or C as described below. This evaluation shall be recommended to the Vice President and may be reviewed by the Instructional Cabinet. The Vice President will make the final category determination.

- a. Category A – Courses of a clinical nature and non-instructional assignments such as developmental lab teaching assistants.
- b. Category B – Counseling and Library assignments and courses with little or no formal evaluation of the student.

- c. Category C – College credit courses and required high school completion courses. All ABE/GED/ESL lecture courses shall be in this category.

16.2.2. Part-Time Salary Schedule. Effective July 1, 2015, the part-time faculty salary schedule is as follows:

	<b>Base Rate</b>	<b>Senior Rate – Step 1*</b>	<b>Senior Rate – Step 2*</b>	<b>Lecturer I</b>	<b>Lecturer II</b>
<b>Category A</b> (Pay rate per contact hour)	\$28.03	\$31.94	\$33.44	\$32.88	\$34.41
<b>Category B</b> (Pay rate per contact hour)	\$39.90	\$45.64	\$47.87	\$46.98	\$49.29
<b>Category C</b> (Pay rate per FTEF)	\$11,389.74	\$12,010.83	\$13,042.89	\$12,360.00	\$13,441.50

*\*Faculty compensated at the Senior Rate, Step 1 or 2, as of the effective date of this Agreement will remain at their current rate unless and until they are promoted to a Lecturer Rate as provided in Sections 11.4.*

16.2.3. Calculation of Part-Time Faculty Pay. Except as provided below, compensation for each course taught by a faculty member working at the Category C rate will be computed by multiplying the FTEF associated with the course (as determined by the provisions of Article 14) by the appropriate Category C rate. For example:

Soc& 101 – Introduction to Sociology

5-credit lecture/discussion course, FTEF = 0.3333

Quarterly contract amount at base rate = 0.3333 x \$11,058 = \$3685.63

- a. Mixed Lecture/Laboratory Courses. Calculation of part-time compensation for all “Mixed lecture/Laboratory” courses will be as follows:

- i. Calculation of part-time compensation for all natural science courses as identified in Article 14.4.1.b. = (FTEF x Category C rate from Section 16.2). For example:

Biol& 160 – General Biology w/ Lab

6-credit mixed lecture/laboratory course, FTEF = 0.4466

Quarterly contract amount at base rate = 0.4466 x \$11,058 = \$4938.50

- ii. Calculation of part-time compensation for Interior Design 160, 162, 165, 170, 260, 270, 271, 272 =  $(1.086 \times \text{FTEF} \times \text{Category C rate from Section 16.2})$ .
- iii. Calculation of part-time compensation for all other Mixed Lecture/Laboratory courses as described in Section 14.4.1.b =  $(1.196 \times \text{FTEF} \times \text{Category C rate from Section 16.2})$ .
- b. English 101 and 201 Courses. Calculation of part-time compensation for all English 101 and English 201 courses as described in Section 14.4.1.g =  $(0.909 \times \text{FTEF} \times \text{Category C rate from Section 16.2})$ .

16.2.4. Additional Provisions Regarding Part-Time Faculty Compensation

- a. No Regression. No faculty member employed part-time in the previous Academic Year will be paid at a lower hourly rate for the duration of the Agreement.
- b. Extra Contract Time. A course may be awarded extra contract time by the Vice President for work over and above actual class work upon recommendation by the appropriate dean.
- c. Special cases.
  - i. For teaching, curriculum development, or other special projects for which normal classroom contact hours are not applicable, salaries shall be determined by the appropriate vice president with timely notification to the Association prior to implementation of such salaries.
  - ii. Paraprofessional replacement personnel, interns, and graduate degree candidates may be hired, according to required skill levels, to enable the Sabbatical Leave program to conform to Council of Higher Education guidelines.
  - iii. Developmental Lab (Math, Reading, Writing) Teaching Assistants. Developmental Lab Teaching Assistants assigned by their respective Lab Director the equivalent of eighty percent (80%) or more of a full-time load for the entire Academic Year will be given annual part-time contracts. These individuals will be paid at the appropriate step of the part-time faculty hourly salary schedule.
  - iv. Compensation for Under-Enrolled Classes. Upon mutual agreement between the faculty member and dean, the faculty member may receive pay “per student” for teaching an under-enrolled class that would normally be cancelled. Either the dean or the faculty member may propose to offer an under-enrolled class on a pay-per-student basis, but

the course will not be offered absent mutual agreement. Per-student pay will be calculated as follows:

(Full pay rate as determined in section 16.2.3) x 0.07 x (number of students enrolled on count date). Per-student pay will never exceed the contract amount for a full section.

### 16.3. Specific Rates of Pay

16.3.1. Effective July 1, 2015, the rates per contact hour for the following programs are as follows:

ALDAC	\$55.414
CE Health and Nursing	\$60.265
Interpretation/Translation	\$43.744
Informatics	\$70.957
Venture	\$50.728

16.3.2. ELI Faculty. Effective July 1, 2015, the rates per contact hour for part-time faculty teaching in the ELI program are as follows:

ELI Base Rate	\$63.067
ELI Lecturer I	\$68.423
ELI Lecturer II	\$74.407
ELI Community Classes	\$47.555

16.3.3. Continuing Education Faculty. The Continuing Education rate shall be no less than \$28.70 per hour.

### 16.4. Other Remuneration

16.4.1. Summer School. Summer Quarter teaching and other activities will be compensated according to the part-time hourly schedule.

16.4.2. Personal Vehicle Usage. Any faculty member who is required to use her/his own personal vehicle for a work-related purpose will be reimbursed in accordance with College policy and State requirements.

16.4.3. Payment for Cancelled Classes. In the event of class/section assignment cancellation within one (1) week from the scheduled start of the class, part-time faculty (excluding full-time faculty who are teaching extra classes) shall be

compensated \$100.00 per class in addition to remuneration for any class time actually performed.

- 16.4.4. Professional Development. Part-time faculty in the academic divisions who are employed fifty percent (50%) or more of full-time during Fall, Winter, or Spring Quarter of the applicable year, and all affiliated faculty, will be paid \$155 upon attendance at one (1) professional development day or one (1) college issues day annually. Part-time faculty in the academic divisions who are employed fifty percent (50%) or more of full-time during Fall, Winter, or Spring Quarter of the applicable year, and who are compensated at a Senior rate or hold the title of Lecturer I or II, will be paid \$155 upon attendance at an additional professional development or college issues day annually. Part-time faculty in the academic divisions who attend an orientation session at the beginning of Fall or Winter Quarter shall receive \$75.
- 16.4.5. Payment for Governance and Essential College Duties. The College and the Association recognize that faculty are often asked to perform essential duties of the College that extend beyond their contractual workload. The College will provide \$2500 annually to compensate part-time faculty who are asked to serve on College-identified priority committees and contractual task forces of direct impact to adjunct faculty, and for part-time faculty who serve as pluralism advocates on screening and interviewing committees.
- 16.4.6. Compensation for Part-Time Faculty Performance Review. Program chairs and program faculty who conduct part-time performance reviews as described in Article 14 that include a classroom observation will be compensated for the equivalent of five (5) hours of work for each review at the applicable Category B rate. Performance reviews that do not include a classroom observation will be compensated at the equivalent of four (4) hours of work for each review at the applicable Category B rate

## **16.5. Salary Payment**

- 16.5.1. Full-Time Faculty Salary Payment Plans. Full-Time Faculty shall be paid semimonthly in equal warrants beginning September 25, of any year according to their choice of one of the following plans:
  - a. Plan I (Regular). Full-time faculty members, upon their choice, shall be paid one-nineteenth (1/19th) of the balance of their annual contract starting September 25 and continuing through June 25.
  - b. Plan II (Balloon). Full-time faculty members, upon their choice, shall be paid one-twenty-fourth (1/24) of the balance of their annual contract starting September 25 and continuing through June 25. The balloon summer payment of one-fourth (1/4) of the annual contract shall be paid on June 25.

- c. Summer Quarter. Full-time faculty teaching Summer Quarter will be paid for the summer session according to the pay practices for part-time academic employees.
- 16.5.2. Part-Time Faculty Salary Payment Plan. Part-time academic employees will be paid in accordance with State-adopted lagged payroll schedules and procedures. Pay dates will be included on or attached to the faculty member's Personnel Action Form. In general, the first paycheck of the quarter will be on the twenty-fifth (25<sup>th</sup>) of the month if the quarter begins between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of the month; the first paycheck will be on the tenth (10<sup>th</sup>) of the month if the quarter begins on or after the sixteenth (16<sup>th</sup>) of the month. The total payment for the quarter will be divided equally among the pay periods in the quarter.
- 16.5.3. Direct Deposit. All faculty members will be paid through direct deposit to the account(s) of their choosing or by payroll card in accordance with College policy.

## **16.6. Insurance Plans and Related Benefits**

- 16.6.1. Insurance Coverage. The College will provide faculty with health, life, disability and dental insurance coverage according to the eligibility rules and terms set by the Washington State Health Care Authority and through the provisions of applicable law.
- a. Part-Time Eligibility. The College shall inform all part-time faculty working under quarterly agreements of the eligibility criterion for health and insurance coverage established by the Washington State Health Care Authority. Part-time faculty who are contracted for at least fifty percent (50%) of a full-time load at the College or work a combined load of at least fifty percent (50%) at the College and other Washington State public institutions of higher education for two (2) consecutive quarters are eligible for health and dental insurance at the start of the second (2<sup>nd</sup>) consecutive quarter. Health and insurance coverage will be provided during July and August of each year for part-time faculty who are eligible under the rules of the Health Care Authority.
- 16.6.2. Retirement Options. Full-time faculty are required to contribute to a retirement plan effective with the date of hire, as provided by statute and state regulations. Part-time faculty who are contracted for at least fifty percent (50%) of a full-time load at the College or work a combined load of at least fifty percent (50%) at the College and other Washington State public institutions of higher education for two (2) consecutive academic quarters are required to contribute to a retirement plan at the start of the second (2<sup>nd</sup>) consecutive quarter.
- 16.6.3. Tax Deferred Annuity Plans. The College shall make available to faculty tax-deferred annuity plans in accordance with state regulations.

## 16.7. Stipends

16.7.1. Performance Stipends. All release stipends listed below will be calculated at base rate of Category C of the Part-Time Faculty Rate.

- a. Concert Choir Director .3333 FTE
- b. Vocal Jazz Band Director .3333 FTE
- c. Stage Band Director .3333 FTE
- d. Drama Director .3333 FTE
- e. Chamber Choir Director .1495 FTE

16.7.2. Athletic Release Time and Stipends. The stipends below apply per individual participant. Nothing in this Section shall be construed to require the College to maintain any identified programs.

		Release Time Full Time	Minimum Stipend Not Full Time
Baseball	Head	25%	\$5450
	Assistant	11%	\$2725
Basketball, Men	Head	25%	\$5450
	Assistant	11%	\$2725
Basketball, Women	Head	25%	\$5450
	Assistant	11%	\$2725
Golf	Head	25%	\$5450
Soccer, Men	Head	25%	\$5450
	Assistant	11%	\$2725
Soccer, Women	Head	25%	\$5450
	Assistant	11%	\$2725
Softball	Head	25%	\$5450
	Assistant	11%	\$2725
Tennis, Women	Head	25%	\$5450
Volleyball, Women	Head	25%	\$5450
	Assistant	11%	\$2725

16.7.3. Developmental Lab Chairs. Chairs of the Reading Lab, Writing Lab and Mathematics Lab will each receive three-ninths (3/9ths) release time. In addition, each chair will receive a Summer Quarter Stipend of \$1613.

16.7.4. Workshops.

- a. Beginning Fall Quarter of 2014, tenured faculty who have not previously completed the Educational Equity Workshop will receive a one-time payment of \$1000 for completing the workshop. The workshop series will be offered once during each Academic Year of the contract. Faculty may enroll in the workshop on a space-available basis. There will be a minimum of forty-two (42) spaces annually.
- b. Beginning Fall Quarter of 2015 and continuing during each year of the agreement, the College will offer at least one (1) additional workshop that will be open to full-time faculty. Faculty members will be compensated for participating in one (1) workshop per year through a one-time payment of at least \$500 based on the expected duration of the workshop (calculated as no less than the Category A rate from the Part-Time Salary Schedule per required hour of workshop time).

16.7.5. Other.

- a. Phi Theta Kappa Advisor – 1/9 release time or equivalent stipend.
- b. Art Gallery Director – 1/9 release time or equivalent stipend.
- c. Newspaper Advisor – 2/9 release time or equivalent stipend.
- d. Interior Design Student Association (IDSA) Advisor – 1/9 release time or equivalent stipend.

**16.8. Implementation**

Implementation of any salary adjustment provided for in this Agreement which is funded by general funds of the State of Washington shall be consistent with legislative appropriation and with any subsequent modification thereto.

**ARTICLE 17 - RETIREMENT**

**17.1. Early Retirement Notification**

To provide for an orderly transition upon the retirement of full-time faculty members, tenured faculty members who provide written notice of their pending retirement by the fifth (5<sup>th</sup>) instructional day of Fall Quarter of the year prior to the calendar year of their planned retirement will receive a stipend at the time of retirement. To be eligible for a stipend, the faculty member must be at least fifty-five (55) years of age at the time of retirement, and have at least ten (10) years of full-time faculty employment at the College. The stipend will be calculated as follows:

- 10-19 years:                      Ten (10%) percent of annual salary placement
- 20 or more years:              Fifteen (15%) percent of annual salary placement

## **17.2. Emeritus Faculty**

In recognition of valued service to the College, faculty members with ten (10) or more years of continuous employment and who retire as members of the following retirement systems — Washington Teachers Retirement Plan I and II, TIAA-CREF, Washington Public Employees' Retirement Plan I and II — shall receive as appreciation for their contribution to the College the following lifetime benefits:

- Perpetual parking privileges.
- Library privileges.
- Gym and locker facility privileges.
- Tickets to cultural and athletic events sponsored by the College at employee prices.

In addition, emeritus faculty, upon request to the Vice President of Human Resources, will receive an e-mail account to allow them to receive on-going communication regarding College activities and programs. Use of such emeritus e-mail accounts shall be in accordance with all College acceptable-use policies in effect at the time the account is used.

## **17.3. Affiliated Faculty Retirement**

Upon retirement, affiliated part-time faculty members who qualify for retirement cash out under the provisions of Section 18.5.2 shall receive \$100.00 in recognition of their accomplishments and longevity at the College.

# **ARTICLE 18 - PERSONAL LEAVE**

## **18.1. Absences and Leaves**

All rules pertaining to absences and leaves for faculty shall be made with due consideration being given to preserving the continuity of instruction and related activities to the fullest extent possible. Faculty shall meet with all scheduled classes except in cases of unavoidable absence due to illness, injury, other similar uncontrollable factors, or as allowed in Article 18.

## **18.2. Notification**

In case of any absence from the College that affects a scheduled course meeting, a faculty member must notify her/his program chair and division staff as soon as possible. Authorized leave arranged in advance of the absence is deemed sufficient notification. Faculty members must keep the program chair informed of their leave status and expected date of return to duty. Faculty on leave are not expected to provide ongoing instruction during qualified leave. Faculty members are responsible for completing a Faculty Absence Report and submitting it to division staff upon their return from an absence.

### **18.3. Personal Leave Accrual**

- 18.3.1. Upon hire, full-time faculty under contract for three (3) quarters will be credited with ten (10) days of Personal Leave; provided, this initial allocation will be prorated for full-time faculty who begin during an Academic Year, or who are contracted to work a reduced schedule. After completion of an initial contract, full-time faculty accrue Personal Leave at a rate of one (1) day for each month in which they are under contract (ten (10) days for faculty teaching only during the Academic Year; twelve (12) days for those who teach during the Academic Year and summer quarter). Accruals will be prorated for full-time faculty members working a reduced schedule.
- 18.3.2. Full-time faculty who are not under contract to teach during the summer quarter will accrue two (2) days of Non-Compensable Leave.
- 18.3.3. Part-time faculty hired at the start of quarter will be credited with an initial allocation Personal Leave days equivalent to three (3) times their FTEF; part-time faculty who begin during a quarter will receive an initial allocation of Personal Leave days prorated to reflect the amount of time remaining in the quarter. After the initial quarter of employment, part-time faculty accrue Personal Leave days at the rate of one (1) times their scheduled FTEF for each calendar month they are in paid status, to a maximum of twelve (12) days per calendar year. For part-time faculty, each Personal Leave day is equivalent to six (6) hours of Personal Leave.
- 18.3.4. Full-time faculty and part-time faculty teaching in the academic divisions may accumulate Personal Leave without limit. The College will maintain a faculty member's accumulated Personal Leave (and if applicable, Non-Compensable Leave) balance for three (3) years following the last quarter in which the faculty member accrued leave, except where the leave has been cashed out as provided in Section 18.5.2 below.
- 18.3.5. Part-time faculty teaching in the Continuing Education program will accrue Personal Leave during a quarter in which they are teaching, but may not carry forward accrued leave from one quarter to the next.

### **18.4. Usage**

- 18.4.1. Reasons for Use of Personal Leave. Unless otherwise required by law, accrued Personal Leave may be used only for:
  - a. The faculty member's own illness, injury or disability (including disability due to pregnancy or childbirth);

- b. The need to care for the faculty member's child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision (all as defined by WAC 296-130-020);
- c. The need to care for the faculty member's spouse, domestic partner, parent, parent-in-law or grandparent with a serious health condition or emergency condition (as defined by WAC 296-130-020);
- d. Bereavement leave up to a maximum of five (5) days for the death of the faculty member's spouse, or any of the following relatives of the faculty member or his/her spouse: child, parent, sibling, grandparent, grandchild, any person living in the faculty member's household, or others with a substantially similar relationship to the faculty member. With approval by the dean, faculty members may be allowed to use Personal Leave for a longer absence or for relatives or circumstances not otherwise covered by this paragraph.
- e. Emergency leave up to a maximum of five (5) days per Academic Year to address serious problems that were suddenly precipitated, are of such a nature that the faculty member could not pre-plan for the problem, or are of a type where pre-planning would not relieve the necessity for the faculty member's absence. Emergency leave must be requested from the dean in writing within thirty (30) days after the date of absence. The dean's decision regarding a request will be transmitted to the faculty member within fifteen (15) days of the dean's receipt of the request.
- f. Leave up to a maximum of two (2) days per Academic Year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization; provided that the leave is requested in accord with College policy and granting the leave would not constitute an undue burden as defined by WAC 82-56-010.

18.4.2. Personal Leave may be used on scheduled contract days during periods in which the faculty member has an assignment. Part-time faculty who have been notified of an assignment for a subsequent quarter may use accumulated Personal Leave during that quarter.

18.4.3. For full-time faculty, Personal Leave shall be deducted on a day-by-day basis. For absences of less than a day, the deduction shall be prorated based upon the percentage of scheduled assignments missed. For part-time faculty, leave shall be deducted on an hour-by-hour basis; the number of hours deducted for a one (1) day absence will be six (6) times the part-time faculty member's FTEF for the quarter in which the absence occurs.

18.4.4. Deductions will be made from accumulated Personal Leave until such leave is exhausted. Thereafter, charges will be made to Non-Compensable Leave until exhausted; provided, however, that all Emergency and Bereavement Leave (as

described in Section 18.4.1.d. and 18.4.1.e. above) will be charged first to Non-Compensable Leave until such leave is exhausted.

## **18.5. Compensability**

18.5.1. Annual Cash Out. In January of each year, eligible faculty may elect to participate in the attendance incentive program authorized by RCW 28B.50.553 and cash out unused Personal Leave accrued during the prior calendar year, subject to the following:

- a. Faculty must maintain a minimum balance of sixty (60) days of Personal Leave following any cashout.
- b. For full-time faculty, Personal Leave will be cashed out at a rate of one (1) full day's per diem pay for each four (4) full accumulated Personal Leave days; for part-time faculty, Personal Leave will be cashed out at a rate of one (1) hour's pay for each four (4) hours of Personal Leave. For part-time faculty, the cash-out rate will be the hourly rate in effect at the time of the cash out.

18.5.2. Retirement Cash Out.

- a. At the time of separation from the College due to retirement or death, each full-time faculty member or his/her estate will receive payment for unused Personal Leave at a rate of one (1) full day's per diem pay for each four (4) full accumulated Personal Leave days; part-time faculty will receive payment for unused Personal Leave at a rate of one (1) hour's pay for each four (4) hours of Personal Leave. For part-time faculty, the cash-out rate will be the hourly rate in effect at the time of the cash out. For purposes of this section, retirement means separation from the College after at least ten (10) years of employment at the College for employees who are at least fifty (50) years old.
- b. In lieu of a cash payout for sick leave at retirement as provided in this Section, an employee will receive the amount of any such payout in the form of a contribution to a medical reimbursement plan if the employee is eligible to participate in such a plan at the time of his or her reimbursement. Election to participate in a medical expense plan will be determined in accord with the College's plan.

## **18.6. Transferability**

Accumulated Personal Leave shall be transferable to community and technical colleges and other state or local agencies in accordance with applicable statute. Leave for part-time faculty transferred into the College shall be converted into hours on the basis of one day or 1.00 FTEF equals six (6) hours. Faculty may transfer sick leave balances from other colleges or agencies when the College becomes the sole employer. Part-time faculty must petition to transfer their

sick leave from other agencies during their third consecutive quarter during which the College is their sole employer. Any questions regarding interpretation of leave transferability shall be referred to the Labor-Management Committee for resolution.

### **18.7. Exhaustion of Benefits**

Full-time faculty absent beyond the total number of days of accrued Personal Leave shall have their pay deducted at the per diem rate of their annual contract for each day of absence. Part-time faculty absent beyond the total number of hours of accrued personal leave shall have their pay deducted at the hourly rate for each hour of assignment missed.

### **18.8. Shared Leave**

Faculty members who accrue Personal Leave may participate in the Bellevue College Leave Sharing program as regulated by applicable law.

- 18.8.1. An eligible faculty member shall be entitled to receive shared leave for the reasons described in RCW 41.04.665.
- 18.8.2. A faculty member requesting shared leave must have depleted, or will shortly deplete, his or her Personal Leave.
- 18.8.3. Faculty members receiving worker's compensation are not eligible to receive shared leave.
- 18.8.4. A faculty member needing shared leave shall submit a request to the Human Resources Office. In the event the faculty member is unable to submit such written request, a designee may submit the request on behalf of the faculty member.
- 18.8.5. The College President, or designee, shall determine the amount of shared leave, if any, which a faculty member may receive. A faculty member shall not receive a total of more than two hundred sixty-one (261) days worth of shared leave.
- 18.8.6. A faculty member may donate any amount of compensable Personal Leave to another employee, as long as a balance of twenty-two (22) days is retained. Leave donations must be made to individual requestors on a request-by-request basis, by completing the College's Shared Leave Donation Form and submitting the form to Human Resources. Donations will be deducted from the donator's leave balance in the month following processing of the donation.
- 18.8.7. While a faculty member is receiving shared leave, he/she shall receive the same treatment in respect to salary, wages and employee benefits as the faculty member would normally receive if using accrued Personal Leave.

- 18.8.8. The value of the leave transferred shall be based upon the current salary rate of the person receiving the leave. Donations will be converted to their dollar equivalent and then converted to the hourly/daily equivalent of the individual receiving shared leave. The receiving employee will continue to be paid his or her regular rate while on shared leave. Therefore, one (1) hour of donated leave may cover more or less than one (1) hour of the recipient's salary.
- 18.8.9. Any leave transferred under this provision which is unused shall be returned to the employee who donated the leave. The unused leave which was transferred by more than one employee shall be returned on a pro-rata basis. For example, if three (3) people each donate one (1) hour to someone and only one (1) of the three (3) hours is used, two-thirds ( $2/3^{\text{rds}}$ ) of one (1) hour of leave would be returned to each donating employee.
- 18.8.10. The Human Resources Office shall notify the Association of requests for shared leave made by members of the bargaining unit.

### **18.9. Substitutes**

If the dean determines that a substitute is required to cover for a faculty member's absence, arrangements will be made by the dean and/or program chair. Part-time faculty members who serve as substitutes will be compensated at their normal rate. Full-time faculty members will not receive compensation for substituting for other faculty members unless the assignment(s) falls outside the seven (7) hour assignment span described in Section 14.4.4.d, or exceeds three (3) contact hours in a quarter. Part-time faculty, and full-time faculty receiving additional compensation for substituting, will be given a part-time faculty assignment. All such assignments must be approved by the dean.

## **ARTICLE 19 - OTHER LEAVE PROVISIONS**

### **19.1. Leaves Provided by Applicable Statute**

The College will provide faculty members with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including, but not limited to:

- 19.1.1. Family and Medical Leave (29 U.S.C. §2601 et seq., and RCW 49.78).
- 19.1.2. Family Care Act Leave (RCW 49.12.265).
- 19.1.3. Pregnancy Disability Leave (RCW 49.60).
- 19.1.4. Military Leave (RCW 38.40.060 and RCW 73.16. and 39 USC §§ 4301 et seq.).
- 19.1.5. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).

19.1.6. Leave for Spouses of Deployed Military Personnel (RCW 49.77).

19.1.7. Leave for Certain Emergency Services Personnel (RCW 49.12.460).

19.1.8. Leave for Reasons of Faith or Conscience, or to Participate in an Organized Activity Conducted under the Auspices of a Religious Denomination, Church, or Religious Organization (RCW 1.16.050).

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to College policy.

## **19.2. Leaves of Absence**

Faculty members may request a leave of absence without pay by submitting a written request to their dean that includes a description of the reason for and requested duration of the leave of absence. The Vice President will approve or reject all requests for leaves of absence in writing. All leave requests shall be judged on the merits of the request and the best interest of the College. Reasons for approving a leave of absence may include, but are not limited to, advanced study, participation as an exchange teacher, serving as office or staff member of a professional organization, childrearing, or appointment or election to a political or public office. Such leaves will be granted for no more than one (1) year at a time, but may be extended upon approval of the Vice President. Following an approved leave of absence, full-time and affiliated faculty members will be entitled to reemployment without loss of seniority or other benefits; however, no seniority credit or benefit provisions shall accrue during a leave of absence.

## **19.3. Professional Leave**

Professional Leave is neither accrued nor deducted from other leaves to which the faculty member is entitled. Faculty members on approved Professional Leave will not suffer a salary reduction. Faculty may be granted Professional Leave to attend state and national meetings of their professional organizations related to their discipline or to attend academic or occupational meetings related to their disciplines. Requests shall be submitted to the dean and appropriate vice president at least five (5) days prior to the meeting, or as soon as possible if the faculty member has less than five (5) days notice, and will not be unreasonably denied.

## **19.4. Jury Duty Leave and Subpoena Leave**

19.4.1. Faculty members who are summoned for jury service will receive their regular salary during the time they are obligated to be away from their duties. Faculty members must notify the dean upon receipt of a summons for jury service, keep their dean and program chair apprised of the schedule for their jury duties, and perform their duties when the court schedule permits. Faculty members may retain any payments received for service as a juror.

19.4.2. A faculty member subpoenaed to appear as a witness will be released from his/her duties for the obligation covered by the subpoena. The faculty member

will receive his/her regular salary for appearances required by a subpoena in matters where the faculty member is neither a claimant, defendant, nor a paid expert witness. Faculty members must notify their dean upon receipt of a subpoena to appear as a witness, keep their dean and program chair apprised of the schedule for their witness obligations, and perform their duties when they are available to do so. Faculty members may retain any per diem or expense reimbursements received because of their service as a witness.

#### **19.5. Parental Leave**

Parental leave will be granted to a faculty member for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to two (2) quarters, including time covered by state and federal Family and Medical Leave statutes, during the first (1st) year after the child's birth or placement. Leave beyond the period provided by state and federal law may only be denied by the College due to operational necessity.

#### **19.6. Additional Paid Family Medical Leave**

Upon the expiration of Personal Leave, each full-time faculty member shall be granted ten (10) days leave with pay during an approved leave covered by state or federal Family and Medical Leave statutes. Such leave with pay shall be available to each full-time faculty member once every five (5) years during his or her College employment.

#### **19.7. Sick Child Care Program and Child Care Subsidy**

The College participates in the sick child care program (Tender Loving Care) offered by Virginia Mason Hospital. The College shall pay \$75.00 per day to a College annual maximum of \$2000 toward sick child care for children of all faculty.

#### **19.8. Attendance at the Legislature**

If a faculty member has a specific official written request from a Washington State Legislative Committee to give information to a committee meeting of the Legislature, the faculty member may be granted a leave of absence for one (1) day only. The faculty member's request for such a leave of absence shall be submitted to the dean for approval and shall include a copy of the official written request from the Legislative Committee. In the event the scheduled committee meeting or hearing which is involved in the faculty member's request is postponed or extended, upon written request, an additional day or days of absence may be approved.

#### **19.9. Discretionary Leave**

One (1) non-cumulative day per Academic Year shall be available for all full-time, senior rate part-time, and Lecturer part-time faculty for discretionary paid leave in circumstances for which Personal Leave is not otherwise permitted. Faculty members shall provide advance written notification to their dean indicating how students will be notified and their educational needs met.

## ARTICLE 20 - SABBATICAL LEAVE

### 20.1. Eligibility

The College shall provide an opportunity for full-time faculty to apply for Sabbatical Leave after three (3) Academic Years of service to the College.

### 20.2. Stipend

20.2.1. Academic Year Sabbaticals. Faculty members awarded Sabbatical Leave shall receive a stipend equal to four percent (4%) of their base salary per quarter of service, up to twenty (20) quarters. The maximum stipend allowance will not exceed eighty percent (80%) of the faculty member's base salary. Faculty receiving a second or subsequent sabbatical shall receive a stipend based upon total quarters of service at the College. The aggregate cost of such leaves during any year, including the cost of replacement, shall not exceed one-hundred fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave. In no case shall the cost of replacement personnel owing to workload factors alone be permitted to prevent a faculty member from being granted a Sabbatical Leave.

20.2.2. Quarter-Length Sabbaticals. Faculty may apply for Sabbatical Leaves of one-quarter duration. Faculty members awarded Sabbatical Leaves of one (1) quarter shall receive a stipend not to exceed eighty percent (80%) of their quarterly salary.

20.2.3. Faculty members awarded Sabbatical Leave shall continue to receive and accumulate Personal Leave.

### 20.3. Conditions

Sabbatical Leaves may be granted under the following conditions:

20.3.1. Purpose. The purpose of a Sabbatical Leave shall be to improve the professional skills of the faculty member through study, research, and creative work. The College will receive direct benefit of such an experience through the increasing effectiveness of those persons participating in a professional leave program.

20.3.2. Application Process/Sabbatical Leave Committee.

- a. The application and a detailed plan including reasons for requesting such leave shall be submitted in writing to the College President and to the Sabbatical Leave Committee. The Sabbatical Leave Committee (SLC) shall consist of four (4) tenured faculty members, two (2) of whom shall be elected by a majority vote of the full-time faculty for a two (2)-year term by May 15 of each year, and two (2) administrators to be appointed by the College President.

- b. The Sabbatical Leave Committee shall rank the applicant according to time elapsed since the last Sabbatical, the merits of applicant's proposal, and other factors not related to costs of replacement or salary level.
  - c. The College President shall transmit the committee's recommendations along with her/his concurrence or alternate recommendation to the Board of Trustees.
  - d. In the event the number of candidates exceeds the number of recipients, the Board shall name a first and second alternate to replace a leave recipient should said faculty member not accept such appointment.
- 20.3.3. Contract. When the Board of Trustees grants a Sabbatical Leave, the recipient shall sign a contract with the College specifying:
- a. The length of the Sabbatical Leave.
  - b. The amount of sabbatical payment.
  - c. Performance according to the approved Sabbatical Leave plan while on leave.
  - d. The requirement that the recipient will return to the College following Sabbatical Leave for a period at least as long as the duration of the leave. A faculty member failing to comply with this condition will be required to repay the Sabbatical Leave salary stipend and benefits in full.
  - e. The requirement that the recipient, upon return, submit a written report to the College President within one (1) month to substantiate her/his Sabbatical Leave activities.
- 20.3.4. Equivalent Time. The time spent on Sabbatical Leave will be considered service to the College, but will not count towards the accrual of eligibility for future Sabbatical Leave.
- 20.3.5. Responsibilities. Faculty on Sabbatical Leave shall ordinarily be free of any and all responsibilities to the College except those outlined in the leave program. In extraordinary circumstances, such faculty shall be responsible to requests by the College to take care of emergency concerns which cannot wait until the end of the leave without undue harm to persons or programs, as long as such requests are arranged so that they are reasonable, convenient, and do not interrupt the leave program. Such response shall be either in person or through a designee, who might be a colleague, program chair or administrator.
- 20.3.6. Leave Approval. All Sabbatical Leaves require the approval of the Board of Trustees. The number of Sabbatical Leaves approved by the Board shall be subject to fiscal and budget restraints as well as the applicable statutory maximums. The Board of Trustees shall make every reasonable effort to grant

at least five (5) FTE Sabbatical Leaves annually; provided that at least that number of applicants have applied and are ranked by the Sabbatical Leave Committee pursuant to Section 20.3.2 above. No Sabbatical Leaves may be granted for less than one (1) quarter.

#### **20.4. Special Leave Considerations**

Efforts will be made to give special consideration in terms of either Sabbatical Leave or Leave of Absence without pay to faculty members who, due to enrollment difficulties, program obsolescence, or financial exigency, are threatened with reduction-in-force and wish to retrain for another position currently available or planned to be available at the College.

### **ARTICLE 21 - PROFESSIONAL DEVELOPMENT**

#### **21.1. Affirmation**

The continued personal growth of individual faculty and staff members and professional and program development are important means of improving the total effectiveness of the College. The College environment should encourage individual responsibility in the pursuit of these objectives. Where possible, activities to facilitate faculty development should include: (1) in-service training; (2) faculty retraining opportunities; (3) attendance at workshops, conferences, retreats, seminars; (4) ethnic awareness related activities; (5) internship and apprenticeship experiences; (6) visitation and/or faculty exchanges; (7) release time and leaves; (8) institutional research projects; (9) curriculum development projects; (10) interpersonal relationship experiences; and (11) special-needs students training.

#### **21.2. Professional Development Committee**

The Professional Development Committee shall include one (1) faculty member from each Division. It shall be the function of the committee to plan for each year developmental activities, workshops, lectures and seminars consistent with Section 21.1 above.

#### **21.3. Professional Development Funds**

For the duration of this Agreement, the College shall budget annually at least \$1150 per full-time faculty member for faculty professional development. Such amount shall be distributed to the Divisions on the basis of the number of full-time faculty in each Division. These funds are available to full-time and part-time faculty. Each dean and faculty shall develop a process for distribution within the Division. For the duration of the contract the distribution to each Division shall be as agreed to by the Labor-Management Committee. It shall be the responsibility of the dean to communicate the disbursement procedures and the availability of professional development moneys to full- and part-time faculty no later than the third (3<sup>rd</sup>) week of each quarter.

## 21.4. Faculty Commons

The College shall support a Faculty Commons, designed to provide, facilitate and support faculty-guided innovation and adaptation of curriculum and pedagogy as well as other forms of faculty professional development that contribute to student success and to the educational mission and goals of the College. The Commons will support both full-time and part-time faculty.

21.4.1. Commons Structure. The Faculty Commons program will be determined by a Commons Council and executed by a Commons Chair.

- a. The Commons Council will be comprised of eleven (11) members. The voting members will include seven (7) elected faculty representatives, each with an alternate (including at least one from each current Division), and two (2) deans appointed by the Vice President. The Association President, Vice President and Dean of Undergraduate Research will serve *ex officio* as non-voting members.
- b. The Commons Chair will be a faculty member on one hundred percent (100%) release time supplemented by a summer stipend equal to two (2) months at full-pay. If the Chair selected is an adjunct faculty member, he/she will be offered a sequence of temporary full-time appointments, subject to annual evaluations. A full-time professional load in this mode is thirty-five (35) hours a week of scheduled time.
- c. The Commons Chair will be selected by the Commons Council for a three (3)-year term. Administrative supervision of the Commons Chair will be provided by the Dean of Undergraduate Research.
- d. The Council will prepare an annual evaluation of the Chair, which shall be submitted to the dean for inclusion in his/her annual evaluation of the Chair. The Council shall have the power to recall the Chair on the basis of its evaluation.
- e. The Commons Chair shall ensure that the Commons operates with predictable hours and that he/she is available for consultation with faculty and administration on a schedule consistent with the terms of this Agreement.
- f. The Commons Chair, in consultation with the Council, will recommend to the Dean of Undergraduate Research finalist candidates for a program manager who will occupy an administrative exempt position. Administrative supervision of the program manager shall be provided by the Dean of Undergraduate Research.

21.4.2. Commons Funding and Resources.

- a. The College will provide the salary and benefits and summer stipend for the Commons Chair and the Commons Program Manager.
- b. The College will provide an allocation equal to at least 0.5% of the annual full-time and part-time faculty salary budget approved by the Board to the Commons, but no less than \$125,000. The College will provide office, meeting, and training space to meet needs as appropriate.
- c. The Commons may receive additional restricted funding for special projects from internal and/or external funding sources.

21.4.3. Commons Reporting.

- a. The Commons Chair will provide annual activity reports and evidence-based evaluations of unit effectiveness to the Commons Council, Association President and College President.
- b. The Commons Chair will provide quarterly activity updates to the Commons Council, the Vice President, and the Association President.

## ARTICLE 22 - TENURE

### 22.1. Probationary Period

- 22.1.1. Regular Period. Except as provided below, the Board of Trustees shall make a decision regarding an award of faculty tenure to a candidate following a probationary period not to exceed nine (9) consecutive College quarters, excluding Summer Quarter and approved leaves of absence.
- 22.1.2. Extended Probationary Period. Upon formal recommendation of the Tenure Review Committee and with the written consent of the tenure candidate, the Board of Trustees may extend a candidate's probationary period for one (1), two (2), or three (3) quarters, excluding Summer Quarter, beyond the regular probationary period. No such extension shall be made, however, unless the Tenure Review Committee's recommendation is based on its belief that the tenure candidate needs additional time to complete satisfactorily a professional improvement plan already in progress and on the committee's further belief that the candidate will complete the plan satisfactorily. At the conclusion of any such extension, the Board of Trustees will make a tenure determination.
- 22.1.3. Early Tenure. Tenure may be awarded by the Board of Trustees prior to the completion of the regular probation period after it has given reasonable consideration to the recommendations of the Tenure Review Committee.

## **22.2. Candidate Responsibilities**

- 22.2.1. All tenure candidates shall carry a full workload in accordance with standards described in this Agreement. The duties and expectations of a candidate will be outlined in a written job description and in tenure criteria provided to the candidate at the time of appointment; provided that job duties may be modified from time to time, in writing, by the Vice President or designee.
- 22.2.2. During their first year of employment at the College, tenure candidates are required to attend and participate in the Educational Equity orientation and workshop series coordinated by the Office of Equity and Pluralism. Upon completion, candidates will receive a \$1000 stipend for the orientation and workshop.
- 22.2.3. Candidates must present evidence demonstrating that they have met the criteria for tenure described in the Tenure Guidelines.

## **22.3. Evaluation Subcommittees**

Each candidate shall be assigned a four (4)-member Evaluation Subcommittee selected as provided below and approved by the Tenure Review Committee. The Evaluation Subcommittee shall be responsible for the continuing evaluation of the candidate until s/he is either granted tenure or is no longer employed at the College. Evaluation will be directed toward guiding the candidate's professional development and improving his/her teaching and overall effectiveness with a goal of achieving tenure.

- 22.3.1. Formation and Composition. The Evaluation Subcommittee shall be formed by the fifth (5<sup>th</sup>) week of the faculty member's first (1<sup>st</sup>) quarter. It will consist of three (3) tenured faculty members and the dean of the candidate's Division. At least one (1) faculty member of the Evaluation Subcommittee shall be from the candidate's Division; one (1) faculty member should be from outside the candidate's Division. Program chairs should not be selected for Evaluation Subcommittees involving candidates from within their programs. The subcommittee will be chaired by a faculty member.
- 22.3.2. Selection. The tenured faculty members from the candidate's Division will elect two (2) tenured faculty members to the Evaluation Subcommittee. The third tenured faculty member will be selected by the candidate. A vacant faculty position on the Evaluation Subcommittee will be refilled by election or candidate selection, depending on which position is vacant.
- 22.3.3. Duties
  - a. The Evaluation Subcommittee will advise and evaluate the candidate following the Tenure Review Committee guidelines and the criteria in Appendix B. The evaluation will be completed using forms approved by the

College and the Association, and will include consideration of the candidate's self-evaluation, peer evaluations, first-hand observation and review by the dean, and student evaluations.

- b. The evaluation process shall include at least one (1) formal meeting per quarter that clarifies the criteria and procedures and indicates the progress of the candidate. Informal meetings may be scheduled upon request of the subcommittee or the candidate. A summary of each item discussed will be written, noting any disagreements.
- c. In response to the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year reports from the Tenure Review Committee, the Evaluation Subcommittee shall work with the candidate to improve areas of weakness and any deficiency identified by the Tenure Review Committee.
- d. The Evaluation Subcommittee shall provide a recommendation to the Tenure Review Committee to continue or terminate the regular probationary period, grant or deny tenure at the conclusion of the probationary period, or extend the probationary period. Such recommendations shall be forwarded to the Tenure Review Committee with copies of the final evaluation report.
- e. If the Evaluation Subcommittee recommends an extended probationary period, or if directed by the Tenure Review Committee, the Evaluation Subcommittee will develop a professional improvement plan in consultation with the candidate to accompany the Tenure Review Committee's recommendation for an extended probationary period.

22.3.4. Removal. The Tenure Review Committee may remove a faculty member, including the chair, from an Evaluation Subcommittee by majority vote if the Committee believes such removal to be in the best interest of the candidate and/or the College.

## **22.4. Tenure Review Committee**

### **22.4.1. Committee Composition**

- a. There shall be an eight (8) person committee composed of the Vice President, one (1) student, and six (6) tenured faculty members. No more than two (2) faculty members may come from the same Division.
- b. The chair of each candidate's evaluation subcommittee may serve as *ex-officio* member of the Tenure Review Committee when a recommendation about the candidate is being considered.
- c. The chair of the Tenure Review Committee shall be a faculty member selected annually by the committee members.

- d. Each Academic Year, the College President shall make available one-ninth (1/9<sup>th</sup>) release time to the chair of the Tenure Review Committee, and will provide each faculty committee member with a stipend of seventy-five dollars (\$75.00) per document for each document beyond twenty (20) that the committee members are required to review.

#### 22.4.2. Faculty and Student Member Selection

- a. Two (2) tenured faculty members shall be elected by majority vote of the full-time faculty for a three (3) year term by May 15 of each year. Nominations for faculty members to this committee should be made to the Secretary-Treasurer of the Association by May 1 of each year. The President of the Association shall be responsible for printing the ballots and establishing the time and place for voting on nominations. Such place and time should be convenient and publicized for all full-time faculty members. The ballots shall be counted by the President of the Association or her/his designee and certified by the Executive Council. The candidates receiving the largest number of votes shall be elected. In case of a tie, a run-off election involving the tied candidates shall be held in the same manner as prescribed above.
- b. Tenure Review Committee members shall, in the event of a conflict of interest, exclude themselves from any proceedings in which they are personally involved. Tenure Review Committee members may not serve on Evaluation Subcommittees or submit peer reviews of tenure candidates.
- c. The student member shall be appointed by the President of the Associated Students of Bellevue College and confirmed by the Executive Board of ASBC.
- d. Vacancies on the Tenure Review Committee shall be filled for the remainder of the term in the same manner as the original appointment was made. This shall be accomplished within ten (10) days of the occurrence of such a vacancy.

#### 22.4.3. Duties

- a. The Tenure Review Committee shall provide for the continuing evaluation of candidates.
- b. The Tenure Review Committee shall approve Evaluation Subcommittees, develop written guidelines in compliance with this Agreement, and meet with the committees and candidates to assure their orientation and ability to do their functions.

- c. The Tenure Review Committee may request the Evaluation Subcommittee to provide additional information about the candidate, and/or to prepare an improvement plan in coordination with the candidate.

22.4.4. Timelines. The deadlines for submission of the Tenure Review Committee's recommendations regarding probationary candidates are:

- i. First Year Candidates. The Tenure Review Committee's recommendation must be made by the thirty-fifth (35<sup>th</sup>) instructional day of the third (3<sup>rd</sup>) consecutive probationary quarter, excluding Summer Quarter and approved leaves of absence.
- ii. Second Year Candidates. The Tenure Review Committee's recommendation must be made by the twenty-fifth (25<sup>th</sup>) instructional day of the sixth (6<sup>th</sup>) consecutive probationary quarter, excluding Summer Quarter and approved leaves of absence.
- iii. Third Year Candidates. The Tenure Review Committee's recommendation must be made by the tenth (10<sup>th</sup>) instructional day of the eighth (8<sup>th</sup>) consecutive probationary quarter, excluding Summer Quarter and approved leaves of absence.
- iv. Extended Probationary Period Candidates. The Tenure Review Committee's recommendation must be made by the tenth (10<sup>th</sup>) instructional day of the ninth (9<sup>th</sup>), tenth (10<sup>th</sup>) or eleventh (11<sup>th</sup>) consecutive probationary quarter as applicable, excluding Summer Quarter and approved leaves of absence.

22.4.5. Recommendations.

- a. Tenure Review Committee recommendations to continue the probationary period for a second (2<sup>nd</sup>) or third (3<sup>rd</sup>) year, along with a written report detailing the candidate's strengths and weaknesses, shall be sent to the candidate, with copies to the College President, the dean, and the chair of the Evaluation Subcommittee. If a weakness is considered to be sufficient reason for possible termination of employment or denial of tenure, it shall be identified as a deficiency. The candidate or the chair of the Evaluation Subcommittee may request a conference with the Tenure Review Committee to discuss the report and its contents.
- b. Tenure Review Committee recommendations to award tenure, along with the committee's rationale, shall be submitted to the College President, the candidate and the Evaluation Subcommittee.
- c. Tenure Review Committee recommendations for an extended probationary period, as described in Section 21.2 above, will be handled as follows:

- i. If the Evaluation Subcommittee recommended an extended probationary period and included with its recommendation a written plan for improvement accepted by the candidate, the Tenure Review Committee's recommendation, the candidate's written consent to an extended probationary period, and the professional improvement plan shall be submitted to the College President, the candidate and the Evaluation Subcommittee.
  - ii. If the Evaluation Subcommittee did not recommend an extended probationary period, the candidate and the Evaluation Subcommittee will be directed by the Tenure Review Committee to develop and implement a written professional improvement plan which addresses the identified areas of deficiency. The candidate or the chair of the Evaluation Subcommittee may request a conference with the Tenure Review Committee to discuss the areas of deficiency or needed improvement. Upon receipt of a professional improvement plan accepted by the candidate, the Tenure Review Committee's recommendation, the candidate's written consent to an extended probationary period, and the professional improvement plan shall be forwarded to College President, the candidate and the Evaluation Subcommittee.
- d. Tenure Review Committee recommendations to terminate a probationary period or deny tenure will be discussed with the candidate in a conference with the committee. The Committee's recommendation, along with its rationale, shall be submitted to the College President, the candidate and the Evaluation Subcommittee. The candidate may appeal the recommendation as provided in Section 22.5 below.

## **22.5. Appeal of Recommendation for Denial of Tenure or Termination**

- 22.5.1. Step One: If the candidate disagrees with the Tenure Review Committee's recommendation to deny tenure or terminate her/his employment, the candidate will be given the opportunity to meet with the Committee to challenge the recommendation; provided that the candidate notifies the Committee in writing within seven (7) calendar days of the date of the Tenure Review Committee's recommendation. The candidate may bring any person s/he chooses to aid or represent her/him and may submit additional information to the Tenure Review Committee for its review.
- 22.5.2. Step Two: The Tenure Review Committee, based upon any additional information provided by the candidate, shall determine whether to uphold or modify its recommendation. The Tenure Review Committee shall have fourteen (14) calendar days from the date of its meeting with the candidate to notify the candidate of its determination. This determination shall be forwarded to the College President, the candidate, the dean and the chair of the Evaluation Subcommittee.

### 22.5.3. Step Three:

- a. First and Second Year Candidates. If the Tenure Review Committee affirms its recommendations to terminate employment and if the candidate wishes to pursue the appeal, the candidate shall have seven (7) calendar days from receipt of the Committee's decision following Step Two to request in writing a meeting with the College President to present his or her reasons for disagreeing with the decision of the Tenure Review Committee. The College President shall have fourteen (14) calendar days to meet with the candidate and notify the candidate of his or her decision to agree or disagree with the decision of the Tenure Review Committee. At the discretion of the College President, the Tenure Review Committee Chair and/or the Evaluation Subcommittee Chair may also be required to attend the meeting.
- b. Third Year and Extended Probationary Period Candidates. If the Tenure Review Committee affirms its recommendation to deny tenure and if the candidate wishes to pursue the appeal, the candidate shall have seven (7) calendar days to notify the Board of Trustees to request a hearing to present the reasons for disagreeing with the Tenure Review Committee's recommendation to the Board. At the request of the candidate, the College President will meet with the candidate prior to any scheduled hearing with the Board of Trustees. At the discretion of the Board of Trustees, the College President, the Tenure Review Committee Chair, and/or the Evaluation Subcommittee Chair may also be required to attend the hearing.

22.5.4. Appeals of Tenure Review Committee recommendations are not subject to the grievance procedure.

22.5.5. A request by the candidate or the Tenure Review Committee to extend a timeline in the Step Two process above can only be approved by agreement of the Committee, the candidate and the College President. A request to extend a timeline in the Step Three process requires approval of the candidate and the College President.

## **22.6. College President**

22.6.1. After reviewing the recommendations of the Tenure Review Committee to continue probation for a second (2<sup>nd</sup>) or third (3<sup>rd</sup>) year or terminate the probationary period, the College President shall make a decision to extend or terminate the probationary period prior to the end of the quarter in which he/she receives the Tenure Review Committee's recommendation. The College President will communicate the decision in writing to the candidate, the Tenure Review Committee, and the chair of the Evaluation Subcommittee.

22.6.2. After reviewing the recommendations of the Tenure Review Committee regarding third (3<sup>rd</sup>) year (or, if applicable, extended probationary period)

candidates, the College President shall submit those recommendations and accompanying materials, along with his/her own recommendation, to the Board of Trustees.

- 22.6.3. In the event the College President recommends early tenure for a probationary candidate, the College President will provide his/her recommendation, along with the accompanying rationale, to the Tenure Review Committee. The committee will provide its own recommendation and supporting rationale, which will be submitted to the Board of Trustees along with the College President's recommendation.

## **22.7. Board Of Trustees**

- 22.7.1. Authority. The authority to grant or deny tenure or approve a recommendation for a fourth (4<sup>th</sup>) probationary year under the conditions set forth in this Article is vested with the Board by RCW 28B.50.850. The final decision to award or withhold tenure shall rest with the Board of Trustees, after it has given reasonable consideration to the recommendations of the Tenure Review Committee and the College President.
- 22.7.2. Timelines. The Board of Trustees shall render its final decision prior to the beginning of the candidate's ninth (9<sup>th</sup>), tenth (10<sup>th</sup>), eleventh (11<sup>th</sup>), or twelfth (12<sup>th</sup>) consecutive quarter as applicable. The Board will communicate its decision in writing to the candidate, the College President, and the Chair of the Tenure Review Committee.
- 22.7.3. Review of Committee Recommendations. The Board of Trustees, upon receiving the Tenure Review Committee's recommendation(s) shall examine and deliberate upon them with full consideration given for the rationale cited. If the Board of Trustees disagrees with the recommendation(s), the Board shall hold a meeting with the Tenure Review Committee to discuss the disagreement at least five (5) days prior to any final decision.

## **22.8. Records**

The Tenure Review Committee or its designee shall maintain custody of all Evaluation Subcommittee reports and related documents until the tenure review process is completed for each candidate. At the completion of the tenure process for each candidate, the Tenure Review Committee and the Evaluation Subcommittee will forward all reports and related documents to the Human Resources Office. A copy of the final Tenure Review Committee recommendations, together with the summaries for each section of the candidate's tenure document, will be added to the candidate's personnel file. The remainder of the records will be processed by Human Resources consistent with the state records retention guidelines.

## **22.9. Decisions Not Grievable**

Any and all decisions relating to the awarding or withholding of tenure or the renewal or non-renewal of tenure candidates shall not be subject to the grievance procedure of this Agreement.

## **ARTICLE 23 - TENURED, ELI LEAD, AND TEMPORARY FULL-TIME FACULTY EVALUATION**

### **23.1. Purpose**

Tenured, ELI Lead, and temporary full-time faculty evaluation is designed for the purpose of evaluating tenured, ELI Lead, and temporary full-time faculty for: (1) Enhancing professional growth and performance; (2) Maintaining satisfactory job performance; and (3) Providing evaluative material for consideration during promotional processes.

### **23.2. Specific Objectives**

- 23.2.1. To recognize those individuals who exceed performance expectations.
- 23.2.2. To recognize individuals who are meeting performance expectations.
- 23.2.3. To identify individuals whose performance does not meet performance expectations.
- 23.2.4. To help faculty who need or desire assistance with aspects of their job.
- 23.2.5. To provide an adequate and sound basis for personnel actions.

### **23.3. Change in Processes for Evaluation of Tenured, ELI Lead, and Temporary Full-Time Faculty**

Effective with the 2014-2015 Academic Year, the College will implement a revised process for tenured, ELI Lead, and temporary full-time faculty evaluation. As part of implementing a new system, the parties have agreed to permit faculty who held tenured status during the 2013-14 Academic Year to opt out of the revised process for the term of this Agreement. Beginning in 2016-17, faculty who opt out of the revised process will not be considered for promotion until they have opted in, and completed one (1) full review cycle, in the revised system. All faculty who receive tenure after the 2013-14 Academic Year, and all temporary full-time faculty employed for three (3) or more years, will participate in the revised process for post-tenure review.

Beginning with the 2015-16 Academic Year, ELI Lead faculty will be reviewed by their immediate supervisor (the Associate Dean) after at least three (3) years (or 10 quarters, including Summer) of employment. Subsequent reviews will occur every third (3<sup>rd</sup>) year thereafter. The review process for ELI Lead faculty will follow that outlined in Article 23.6.

## **23.4. Areas of Faculty Evaluation**

Faculty who have opted out of the revised evaluation process will be evaluated based on the expectations and criteria described in Appendix A. All other tenured, ELI Lead, and temporary full-time faculty will be evaluated based on the expectations and criteria described in Appendix B.

## **23.5. Review Process for Faculty Opting Out of Promotional Consideration**

- 23.5.1. Faculty members are responsible for ensuring that student evaluations are conducted and submitted annually (two-thirds (2/3<sup>rds</sup>) of each faculty's annually contracted teaching/counseling/librarian load randomly chosen each fall). Librarians will be responsible for conducting and submitting students evaluations for one-half (1/2) of their teaching load annually.
- 23.5.2. During Fall Quarter, the dean will notify faculty whose third (3<sup>rd</sup>) year evaluation will take place during the Spring Quarter.
- 23.5.3. Every third (3<sup>rd</sup>) year during Spring Quarter the faculty member will prepare a written self-evaluation and submit it to the dean. The dean will prepare a written evaluation of the faculty member using a form upon which the parties have mutually agreed. The basis for evaluations shall be the criteria in Appendix A.
- 23.5.4. If the dean determines that a faculty member is not meeting expectations, the dean shall meet with the evaluatee and a representative of the evaluatee's choice. The dean must justify his/her decision by clearly linking the unsatisfactory evaluation to the specific evaluation criteria in Appendix A. If, following a meeting with the evaluatee, the deans' evaluation remains "does not meet expectations," the evaluatee's performance will be addressed through a Professional Development Plan according to the process in Section 23.8 below.

## **23.6. Revised Review Process Effective Fall 2014**

- 23.6.1. Student Evaluations. Faculty members are responsible for conducting and submitting student evaluations for each class annually. At their option, faculty members may choose to exclude one (1) class per year from the evaluations they collect and submit.
- 23.6.2. Third Year Evaluation. Faculty evaluations will occur every third (3<sup>rd</sup>) year. The promotional process described in Section 11.3 will substitute for a third (3<sup>rd</sup>) year evaluation. Faculty who have completed a promotional process will have their next tenured evaluation in the third (3<sup>rd</sup>) year following the promotional process. During Fall Quarter, the dean will notify faculty whose evaluation will take place during the Spring Quarter.

- a. Faculty who are scheduled for an evaluation will submit to the dean during Spring Quarter a reflective self-evaluation that includes both qualitative and quantitative analysis of student evaluation data. Narrative portions of the self-evaluation will not exceed three (3) pages.
- b. The dean (or designee) will solicit peer reviews of the faculty member from all Division faculty using a form upon which the parties have mutually agreed. The evaluatee may also request reviews from faculty outside the Division. Responses should generally be obtained from at least six (6) faculty peers.
- c. The dean will prepare a written evaluation of the faculty member using a form upon which the parties have mutually agreed. The form will provide an opportunity for the evaluatee to respond to the evaluation.

### **23.7. Records Disposition**

The faculty member will be provided with a copy of the dean's evaluation. The dean's evaluation and the faculty member's self-evaluation will be placed in the faculty member's personnel file.

### **23.8. Procedures for an Unsatisfactory Evaluation**

- 23.8.1. An evaluation committee shall be established for an evaluatee whose overall evaluation is "does not meet expectations." The evaluation committee shall consist of the dean (or Associate Dean for ELI), one (1) full-time faculty member selected by the evaluatee and one (1) full-time faculty member appointed by the dean from a list of associate professors or higher ranked faculty nominated by associate professors or higher ranked faculty in the Division. Such appointments shall last for the duration of the performance improvement process with the evaluatee for whom the committee was formed. The evaluation committee shall select its own chair.
- 23.8.2. Within three (3) weeks of completion of an evaluation resulting in a "does not meet expectations" overall rating, the faculty member will create, in collaboration with the committee, a Professional Development Plan, which will be submitted to the Vice President for approval.
- 23.8.3. Required elements of the Professional Development Plan will include: 1) the areas in which the faculty member is not meeting expectations; 2) clear descriptions of expected performance in those areas; 3) the resources and support that will be provided to assist the faculty member in meeting those expectations; 4) a timeline for plan duration; and 5) information related to follow-up reviews, including the dates of planned reviews, as described below. Except in unusual circumstances, the duration of a Professional Development Plan should be one (1) Academic Year.

- 23.8.4. Faculty who are working under a Professional Development Plan will meet with the committee at least quarterly, and will be evaluated by the committee no later than the fourth (4<sup>th</sup>) quarter following approval of the plan. The follow-up reviews and evaluation will focus on the goals and remedies outlined in the plan; the chair of the evaluation committee will be responsible for taking notes of the follow-up reviews. Within five (5) business days of the evaluation meeting, the faculty member may choose to submit a written response to be included with the evaluation documentation.
- 23.8.5. The follow-up reviews and evaluation will not change the timing of the faculty member's next full post-tenure review.
- 23.8.6. If the evaluatee is still rated in the overall performance category as "does not meet expectations" in the follow-up reviews and evaluation, the dean shall forward a copy of all evaluation documentation to the Vice President. Based upon the documentation and the recommendation of the dean, the Vice President may require an additional Professional Development Plan, or may recommend a disciplinary action, up to and including dismissal, to the College President. Dismissal of a tenured or temporary full-time faculty member is governed by the provisions of Article 26.

### **23.9. Evaluation Grievance Procedure**

- 23.9.1. Grievances regarding evaluation shall be limited to arbitrary, capricious, or discriminatory actions on the part of the dean.
- 23.9.2. The evaluatee may file a written grievance with the Vice President. The Vice President shall hold a meeting to hear the grievance within five (5) working days of the filing. A written response shall be given to the grievant within three (3) working days of the meeting.
- 23.9.3. If the grievant is not satisfied with the disposition of her/his grievance by the Vice President, the grievance may be referred to the College President within five (5) working days. The College President shall arrange for a meeting with the grievant and/or the Association, to take place within ten (10) working days of her/his receipt of the appeal. The grievant(s) shall have the right to include in the presentation witnesses or representatives as they deem necessary to develop facts pertinent to the grievance. Upon the conclusion of the meeting, the College President shall have ten (10) working days to provide her/ his written decision, together with reasons for said decision, to the grievant and the Association. This shall be the final step.

## **ARTICLE 24 - PART-TIME FACULTY REVIEW AND EVALUATION**

### **24.1. Purpose**

Part-time performance review and evaluation is intended to: (1) enhance the quality of instruction and educational services provided by teaching faculty members, counselors and librarians through ongoing mentoring, feedback and continuous improvement; and (2) provide evaluative material for consideration during promotional processes.

### **24.2. Scope**

This Article governs the review process applicable to part-time faculty members teaching in credit programs. Faculty members teaching in non-credit programs will be reviewed as determined by the Continuing Education Program. Changes in the Continuing Education review process will be made in consultation with the Labor-Management Committee.

### **24.3. Areas of Part-Time Faculty Performance Review and Evaluation**

Part-time faculty performance review shall consist of a review of assigned responsibilities in accordance with Appendix B, as appropriate. Evaluation will be based on these responsibilities and, in the case of faculty at the Lecturer I or Lecturer II rank, those additional responsibilities described in Section 13.2.

### **24.4. Process and Procedures**

- 24.4.1. Part-time faculty member performance reviews will be conducted during the second (2<sup>nd</sup>) quarter and fifth (5<sup>th</sup>) quarter of employment (excluding Summer Quarter) and every four (4) years thereafter. Performance review reports will be completed and shared with the faculty member during the subsequent quarter. Part-time faculty will receive mentoring and informal feedback regarding performance from the appropriate program chair or designee during the first (1<sup>st</sup>) quarter of employment.
- 24.4.2. The part-time faculty performance review process will be supervised by the appropriate dean. The dean may, in collaboration with the program chair (if any), designate responsibility for the performance review to the program chair or director, other faculty members in the program, or if necessary, faculty from outside the program. Reviews may be conducted by full-time faculty or, in the case of the part-time faculty member's first two (2) reviews, Lecturer II's.
- 24.4.3. The decision not to offer a subsequent assignment to a part-time faculty member because of deficiencies outlined in the performance review process is the sole decision of the dean and/or appropriate vice president. Completion of performance reviews or the failure to complete performance reviews does not provide any promise or expectation of continued employment beyond the part-time faculty member's most recent faculty appointment.

- 24.4.4. Each part-time faculty member's performance review will include, at minimum, a self-evaluation, student evaluations and review of course syllabi. A classroom observation, including a synopsis of the observation provided to the faculty member by the observer, will be required for the first two (2) performance reviews and will be optional, at the request of the faculty member, the dean or program chair (or designee) for subsequent evaluations. The dean may request that program specific issues be incorporated into self-evaluations or classroom observations. Student evaluations will be conducted for all sections taught. At their option, part-time faculty members who teach at least nine (9) courses may choose to exclude one (1) course from the evaluations they collect and submit each year.
- 24.4.5. A part-time faculty member may elect to supplement the above with class assignments and/or assessments; documentation from a Small Group Instructional Diagnosis; and/or a written review of his/her classroom teaching from a College colleague of his/her choice.
- 24.4.6. Data obtained will be compiled into a written summary report on a mutually approved form. The summary report will be provided to the faculty member, who will be afforded the opportunity to review the report and respond to it. The final report, and any response to it, will be forwarded to the dean.
- 24.4.7. The dean will complete an evaluation of the part-time faculty member. The evaluation, along with the final report described above, will be provided to the faculty member, shared with the program chair or program director and placed on file in the Office of Human Resources. The evaluation will result in one of the following ratings:
- a. The part-time faculty member exceeds performance expectations.
  - b. The part-time faculty member meets performance expectations.
  - c. The part-time faculty member does not meet performance expectations.

## **ARTICLE 25 - DISCIPLINE**

### **25.1. Just Cause**

No faculty member shall be disciplined during the term of his or her appointment without just cause.

### **25.2. Progressive Discipline**

The College shall employ progressive discipline, including but not limited to the following steps: verbal warning, written warning, suspension without pay, and discharge. The College shall tailor discipline to respond to the nature and severity of the offense, and will not be required to apply

progressive discipline where the College reasonably believes that the severity of the alleged offense calls for immediate discharge or imposing discipline at an advanced step.

### **25.3. Disciplinary Investigations**

- 25.3.1. Faculty members have an obligation to cooperate with investigations conducted by the College.
- 25.3.2. Faculty members are entitled, at their option, to have Association representation during any investigatory interview conducted by the College that the faculty member reasonably believes may result in discipline of the faculty member. In the event that an Association representative is not available for a scheduled investigatory interview, the faculty member will be permitted a reasonable delay to arrange for attendance by an Association representative. During any investigatory interview, a participating Association representative will be given the opportunity to ask questions, offer additional information and counsel the faculty member. All investigatory interviews shall be conducted in private.
- 25.3.3. The College may place a faculty member on paid administrative leave during a disciplinary investigation. Faculty members on paid administrative leave are expected to remain available during normal working hours. Paid administrative leave is not discipline and is not subject to the grievance procedure.

### **25.4. Pre-Disciplinary Procedure**

- 25.4.1. Notice of Intent to Discipline. If the College intends to impose discipline that involves a loss of pay or termination of employment, the College shall inform the faculty member of the proposed discipline in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the faculty member to understand the reason for the proposed discipline.
- 25.4.2. Pre-Disciplinary Meeting. The College will schedule a pre-disciplinary meeting to permit the faculty member to respond to a notice of intent to discipline. At the beginning of any pre-disciplinary meeting, the College will describe its proposed discipline and the general reasons for issuing the proposed discipline.
- 25.4.3. Disciplinary Decision. No later than fourteen (14) calendar days after the close of the pre-disciplinary meeting, the College shall inform the faculty member of its disciplinary decision in writing.

### **25.5. Right to Grieve Disciplinary Actions**

The Association has the right to grieve any disciplinary action taken against a faculty member that exceeds the level of a verbal warning; provided that the discharge of a probationary, temporary or tenured faculty member during the term of his/her appointment is governed by Article 26 and is not subject to the grievance procedure.

## ARTICLE 26 - DISMISSAL

### 26.1. Faculty Categories Covered

Dismissal of tenured faculty and the dismissal of probationary or temporary faculty during the term of their appointments shall be governed by the remaining subsections of this Article. It is agreed that this Article provides a means for resolving disputes regarding terminations and that such disputes and the procedures for resolving such disputes shall not be subject to the grievance procedure of this Agreement.

### 26.2. Sufficient Cause for Dismissal of a Faculty Member

A tenured faculty member shall not be dismissed from her/his appointment except for sufficient cause, nor shall a faculty member who holds a probationary or temporary appointment be dismissed prior to the written terms of the appointment except for sufficient cause.

### 26.3. Preliminary Proceedings Concerning the Fitness of a Faculty Member

When reason arises to question the fitness of a faculty member whose appointment has not expired, the immediate administrator shall discuss the matter with her/him in personal conference. The matter may be terminated by mutual consent at this point. If an adjustment does not result within ten (10) days after having been so informed, the faculty member and a representative of her/his own choosing will be afforded an opportunity to meet with the College President or her/his designee and the immediate administrator. At this preliminary meeting, which shall be deemed an informal settlement negotiation for purposes of RCW 34.05, an adjustment may be mutually agreed upon. If the matter is not settled or adjusted to the satisfaction of the College President, s/he shall recommend that the faculty member be dismissed.

### 26.4. Formal Procedures Relating to Dismissal of a Faculty Member

26.4.1. Notice. After the College President determines that dismissal proceedings should be initiated, the College President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member, and provide copies to the Dismissal Review Committee and the Association. The notice shall include:

- a. A reference to the particular rules of the College that are involved;
- b. A short and plain statement of the matters asserted;
- c. A statement describing the faculty member's right to request a hearing;
- d. A statement of legal authority and jurisdiction under which the hearing may be held;

26.4.2. The affected faculty member shall have twenty (20) days from service of the notice of dismissal to make a written request for a hearing. If the faculty member fails to serve the College President with a written request for a hearing within the twenty (20) 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 College President in writing to the Dismissal Review Committee, the Association, and Board of Trustees. A timely written request for a hearing within the above twenty (20) day period is deemed jurisdictional.

26.4.3. 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, RCW 34.05, and shall have the following procedural rights:

- a. A minimum of ten (10) days' written notice of the time, date, and location of the hearing.
- b. 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 towards which the testimony of the witness is considered material.
- c. The right to be free from compulsion to divulge information which s/he could not be compelled to divulge in a court of law.
- d. The right to be heard in her/his own defense and to present witnesses, testimony, and evidence on all issues involved.
- e. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05.
- f. The right to be represented by counsel of her/his choosing at her/his expense who may appear and act on her/his behalf at the hearings.
- g. The right to have witnesses sworn and testify under oath.

26.4.4. Conduct of Formal Hearing

- a. Appointment of Hearing Officer. Upon receipt of a request for a hearing from an affected faculty member, the College 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 or any of its political subdivisions. The Association 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:
- i. Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which s/he could not be compelled to divulge in a court of law;
  - ii. Issuing subpoenas;
  - iii. Taking or causing depositions to be taken;
  - iv. Regulating the course of the hearing;
  - v. Holding conferences for the settlement or simplification of the issues by consent of the parties;
  - vi. Disposing of procedural requests or similar matters;
  - vii. Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings;
  - viii. Making arrangements to 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;
  - ix. Assisting the Dismissal Review Committee in the conduct of its responsibilities;
  - x. 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;
  - xi. Preparing her or his proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, the written recommendation of the hearing officer will be presented to the College President, the Dismissal Review Committee, the affected faculty member, the Association, and the Board of Trustees;
  - xii. 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 a recommended decision; (f) A copy of the recommendations of the Dismissal Review Committee;

- xiii. Assuring 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;
  - xiv. Deciding, with advice from the Dismissal Review Committee and input from the parties, whether the hearing shall be open or closed or whether particular persons shall be permitted or excluded from attendance.
- c. Responsibilities of Dismissal Review Committee. The responsibilities of the Committee shall be:
- i. To receive guidance from the hearing officer regarding the conduct of its responsibilities;
  - ii. To review the case of the proposed dismissal;
  - iii. To attend the hearing and, at the discretion of the hearing officer, call and/or examine any witnesses;
  - iv. To hear testimony from all interested parties, including but not limited to, other faculty members and students and review any evidence offered by same;
  - v. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than twenty-five (25) days after the conclusion of the formal hearing, the written recommendations of the Committee will be presented to the hearing officer, the affected faculty member, the College President, and the Association.

26.4.5. 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 and on any record made before the Board of Trustees.
- b. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.
- c. 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, if applicable, the effective date of dismissal.

26.4.6. Effective Date of Dismissals. 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.

26.4.7. 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.

## **26.5. Suspension**

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

## **26.6. Publicity**

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

## **26.7. Composition of Dismissal Review Committee**

The Dismissal Review Committee shall be established no later than October 15 of any Academic Year. The members shall include one (1) administrator chosen by the College President, one (1) full-time student chosen by the Student Association in such manner as the members thereof shall determine, and three (3) tenured faculty members representing the faculty who shall be elected by a majority of the full-time faculty acting as a body. These election(s) shall be conducted by the President of the Association. The faculty members on the initial Dismissal Committee shall serve a one (1)-year, two (2)-year and three (3)-year term respectively. Subsequent elections will be for three (3) year terms so that the committee members shall have staggered terms. In no case shall a member of the committee sit in judgment of her/his own case, or the case of her or his spouse. In the event there is a vacancy on the Committee, a replacement shall be selected within fifteen (15) days of the vacancy in the manner outlined above.

**26.8. Time Limits**

The term “days” as used in this Article 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. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

**26.9. Special Provision**

Upon written mutual consent between the affected faculty member and the Board of Trustees, appeal rights outlined in this Article may be waived in favor of final and binding arbitration.

**ARTICLE 27 - REDUCTION-IN-FORCE**

**27.1. Objective**

The objective of the reduction-in-force policy and procedure is to provide an orderly method by which the number of faculty can be reduced under the circumstances defined below. At the same time, the method of reduction shall result in the retention of those faculty members and faculty positions regarded by the Board of Trustees as comprising the work force mix that will best accomplish the goals and objectives of the College.

**27.2. Definition**

Reduction-in-force shall mean either of the following:

- 27.2.1. Elimination or reduction of financing, or elimination or reduction of program.
- 27.2.2. State Board for Community & Technical College declaration of financial emergency pursuant to RCW 28B.50.873 under the following conditions:
  - a. reduction of allotments by the Governor pursuant to RCW 43.88.110(2); or
  - b. reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

**27.3. Reduction-in-Force Units and Procedure for Assignment**

27.3.1. Reduction-in-Force (“RIF”) Units. The College’s current RIF units are as follows. Additional RIF units may be created to reflect new programs after consultation with the Association.

- |  |                        |
|--|------------------------|
| Accounting/Paraprofessional Accounting | American Sign Language |
| Administration of Criminal Justice     | American Studies       |
| Adult Basic Education (ABE/GED)        | Anthropology           |

Art	Interior Design
Associate Degree Nursing	International Studies
Astronomy	Italian
Biology	Japanese
Botany	Library
Business Administration – Transfer	Life Sciences*
Business Management	Marketing Management
Business Technology Systems	Mathematics
Chemistry	Meteorology
Chinese	Music
Communication Studies	Nuclear Medicine Technology
Computer Science – Transfer	Nutrition
Counseling and Human Development	Oceanography
Diagnostic Ultrasound	Parent Education
Digital Media Arts	Philosophy
Early Learning and Teacher Education	Physical and Health Education
Economics	Physical Sciences*
Engineering – Transfer	Physics
English	Political Science
English as a Second Language	Psychology
Environmental Science	Radiation Therapy
French	Radiologic Technology
Geography	Sociology
Geology	Spanish
German	Theater Arts
History	World Languages*
Information Technology	

*\*Available only for individuals in these units prior to September 1, 1995.*

- 27.3.2. Each full-time faculty member holding a probationary or tenured faculty appointment shall automatically qualify for assignment to any RIF unit identified in his/her initial offer of employment letter (not to exceed two (2) units). Should the department/discipline(s) into which the faculty member was initially hired change due to a change of program configuration, the faculty member's RIF unit status will reflect the change as well.
- 27.3.3. The College shall provide the opportunity for each faculty member to claim rights to one (1) additional RIF unit in October of any year based upon the following criteria:
- a. the faculty member has taught a significant number of courses in the additional RIF unit at the College within the last five (5) Academic Years; or
  - b. the faculty member meets the minimum educational qualifications and any additional professional qualifications in the discipline, and has demonstrated

that he/she has retained currency in the field through other teaching, work or professional development activities.

#### 27.3.4. Procedure for Requesting Inclusion in a RIF Unit

- a. The faculty member shall make a written request for inclusion in an additional RIF unit to the Vice President of Human Resources no later than the end of October.
- b. The request will be forwarded to the dean and the program chair, who shall review the faculty member's qualification to be included in the requested RIF unit. The dean and program chair will share their recommendation with the faculty member and the Vice President. The Vice President will inform the faculty member, in writing, of the decision by the end of November of the same year.
- c. In case of a denial of a request, the faculty member has fifteen (15) working days from the date of receipt of the written denial notice to appeal the decision using the process described in Section 27.3.7 below.
- d. Denial of application does not bar a faculty member from applying to the same unit in subsequent years.

#### 27.3.5. Maintaining Currency

- a. All faculty members included in an additional RIF unit shall resubmit a request to remain in that RIF unit on a three (3) year cycle beginning with the Academic Year 2009-2010.
- b. The Human Resources Office shall inform all faculty, in writing, prior to October 1st of each year in which they are due to resubmit a request.

27.3.6. RIF unit lists shall be developed annually by the Human Resources Office. Each faculty member shall be ranked in the appropriate RIF unit(s) in accordance with the seniority procedures defined herein. These lists shall be published and/or posted on or before December 10 of each year.

27.3.7. In the event of a dispute regarding inclusion or exclusion within a RIF unit, the Association President and Vice President shall jointly appoint an ad hoc committee to review the case and make a final ruling. If resolution cannot be reached, disputes regarding RIF unit assignment(s) shall be submitted to expedited arbitration utilizing the American Arbitration Association.

### **27.4. Order of Reduction**

If a reduction is determined to be necessary within a RIF unit, the order of reduction shall be based on seniority; provided that temporary faculty performing assignments associated with the

RIF unit shall be released prior to implementing a reduction-in-force affecting probationary or tenured faculty in that unit.

## **27.5. Seniority**

27.5.1. Definition. Seniority shall be based on the number of years of employment beginning with the date of the first (1st) full-time faculty contract for the most recent period of continuous full-time service at the College, and shall include leave of absence, sabbatical, and time spent on lay-off. The person with the highest number of qualifying years shall be the most senior. Ties shall be broken by considering the following, in order:

- a. First date of a written offer of employment extended by the College.
- b. Number of years of any faculty employment at the College.
- c. First date of application for employment.

27.5.2. Faculty/Administrative Appointment. Seniority for a faculty member who has assumed an administrative role shall be determined by the procedure set forth above as long as the faculty member, as part of her/his regular contract, continues to function as a faculty member at no less than two-ninths (2/9<sup>ths</sup>) regular faculty load for her/his Division. In the case of a faculty member who moves to an administrative position without continuing a two-ninths (2/9<sup>ths</sup>) faculty assignment as part of her/his regular contract, seniority shall remain at the same level as when the faculty member moved to an administrative post. If the same member returns from administration to full-time faculty assignment or assumes a two-ninths (2/9<sup>ths</sup>) or more faculty load as part of her/his regular contract, seniority shall continue from the seniority level the member had reached when s/he moved to an administrative post.

## **27.6. Implementation of Reduction-in-Force**

27.6.1. Preliminary Proceedings Concerning Reduction-in-Force. If it is determined by the College President or Board of Trustees that the College needs to initiate a reduction-in-force as defined above, the process shall include:

- a. Within five (5) working days of the declaration of emergency or decision to reduce or eliminate a program, the College will provide written notice to the Association President explaining the rationale for the reduction-in-force.
- b. The Association President will meet with the College President to discuss which departments and programs might be affected, with consideration given to reducing impact on student access to and completion of certificate and degree programs.

- c. The College President shall then select the affected faculty member(s) to be reduced and notify the Association and the faculty member(s) to be reduced with a written rationale for the reduction that shall include the grounds for reduction-in-force as delineated in Section 27.2 above, and the basis for selection of the affected faculty member. The College President will then meet with each faculty member and his/her personal representative, which is an informal proceeding for the purpose of RCW 34.05, to discuss the proposed reduction-in-force. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, retraining, etc.
- d. The Association shall be notified in writing at least five (5) working days prior to all meetings held pursuant to this section.

27.6.2. Formal Procedures Relating to Reduction-in-Force of a Faculty Member. The formal procedure relating to dismissal of faculty members (Article 26, Section 26.4) shall be followed except as modified below:

- a. “Dismissal” shall be replaced by “Reduction-in-Force.”
- b. The statement required by Section 26.4.1 shall include the grounds for reduction-in-force and the basis for selection of the affected faculty member. In addition, the statement shall clearly indicate the separation is not due to the job performance of the faculty member and hence is without prejudice to such faculty member. The notice must also indicate the effective date of separation from service.
- c. In the case of a reduction-in-force for financial emergency reasons set forth in Section 27.2 above:
  - i. At the time of a faculty member or members’ request for formal hearing, the faculty member or members may ask for participation in the choosing of the hearing officer required pursuant to Section 26.4.4.a in the manner provided in RCW 28A.405.310(4); provided, that where there is more than one (1) faculty member affected by the Board of Trustees’ reduction-in-force, the faculty members requesting hearing must act collectively in making a request; and provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the College and the faculty member(s) requesting hearing.
  - ii. The responsibilities of the hearing officer pursuant to Section 26.4.4.b.xi shall be completed within ten (10) days.
  - iii. The responsibilities of the Dismissal Review Committee pursuant to Section 26.4.4.c.v shall be completed within seven (7) days.

- iv. The hearing officer shall consolidate individual reduction-in-force hearings into a single hearing. Only one (1) such hearing for the affected faculty members(s) shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.
- v. 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. The only issue to be determined shall be whether the particular faculty member or members advised of layoff are the proper ones to be terminated.
- vi. Failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. Separation from service after formal hearing shall become effective upon final action by the Board of Trustees.

### **27.7. 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.

- 27.7.1. Recall list(s) shall be created and maintained by the College for each affected RIF unit. The names of each affected faculty member shall be placed on the appropriate RIF unit list(s) according to seniority.
- 27.7.2. Recall shall be in reverse order of reduction-in-force by RIF unit(s) to a faculty position, either newly created or a vacant full-time position.
- 27.7.3. The right of recall shall extend three (3) calendar years from the effective date of reduction-in-force.
- 27.7.4. Each faculty member on recall shall keep the College Human Resources Office informed of any change in address.
- 27.7.5. New hires shall not be employed to fill full-time faculty vacancies unless there are no qualified faculty members on the applicable RIF unit recall list(s) to accept the vacancies.
- 27.7.6. A faculty member on recall shall have fifteen (15) working days to respond following actual receipt of written notice of an offer of recall to a full-time position. If the individual fails to respond, her/his recall rights shall be waived.
- 27.7.7. A faculty member on recall who obtains additional certification, qualifications, or retraining while on a recall list(s) shall be entitled to update her/his records with the Human Resources Office. An individual on recall may change her/his designation of RIF unit(s) during the first (1st) week in October of each year by

meeting the qualifications in Section 27.3.3 above. Any such change in designation will be applicable to the recall rights described in Sections 27.7.2 and 27.7.8.

- 27.7.8. A faculty member on recall shall have the first right of refusal to any part-time assignments in her/his reduction-in-force unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein shall require the College to consolidate part-time positions into a full-time position. In the instances where a full-time faculty member is on recall status the number of part-time assignments, if any, made in the applicable RIF unit shall not be increased over the number in existence at the time of reduction-in-force by more than the equivalent of one-half (1/2) of a full-time load.
- 27.7.9. Upon recall a faculty member shall retain all benefits such as Personal Leave, tenure, retirement and seniority which had been accrued to the date of reduction-in-force.
- 27.7.10. The College shall notify the Association in writing, of all employment offers made to faculty on recall and the final outcome of such offers.

## **27.8. Special Provisions**

- 27.8.1. Upon the request of a faculty member laid off for reasons of this Article, the College President shall write a letter to other institutions of the Northwest stating: (1) the reasons for said layoff, (2) the qualifications of the affected faculty member, and (3) any other pertinent information which may be of assistance in securing another employment position.
- 27.8.2. Excluding RIF unit assignment pursuant to Section 27.3 of this Article and seniority calculations pursuant to Section 27.5 of this Article, no application of the terms or procedures of this Article shall be subject to the grievance procedure of this Agreement.
- 27.8.3. Upon written mutual consent between the faculty member and the Board of Trustees, appeal rights outlined in Section 27.6.2 may be waived in favor of final and binding arbitration.
- 27.8.4. Nothing herein shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

## **27.9. Notice**

Excluding applications of Section 27.2.2 above, tenured faculty laid off will be given a minimum of sixty (60) calendar days' notice.

## **ARTICLE 28 - GRIEVANCE PROCEDURE**

The College and Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of faculty grievances, or Association grievances, as provided below. In presenting a grievance, the aggrieved, her/his representative(s) and witnesses are assured freedom from restraint, interference, coercion, discrimination, or reprisal.

### **28.1. Definitions**

- 28.1.1. A “grievant” shall mean a faculty member or group of faculty members or the Association.
- 28.1.2. A “grievance” shall mean the alleged violation, misinterpretation, or misapplication of the terms and provisions of this Agreement.
- 28.1.3. “Days” as used in this Article shall mean business days (Monday - Friday excluding holidays and breaks between quarters).

### **28.2. Time Limits.**

- 28.2.1. Time limits within the grievance procedure may be waived or extended by the mutual agreement of the parties. If the grievant fails to act or respond within the specified time limits, the grievance will be considered waived. If the College fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.
- 28.2.2. The day after the event, act or omission will be the first (1st) day of a timeline under this Article. In the event a time limit under this Article ends on a weekend, holiday, or break between quarters, the deadline will automatically be extended to the following business day (following a break between quarters, if relevant).
- 28.2.3. Submissions will be considered timely under this Article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

### **28.3. Submission of Grievances and Responses.**

All grievances and demands for arbitration must be submitted to the College’s Vice President of Human Resources or designee by electronic mail, hard copy and/or fax. The Vice President of Human Resources will be responsible for distributing the grievance/demand to the appropriate College representative for response. All College responses will be submitted to the President of the Association by electronic mail, hard copy and/or fax.

## **28.4. Rights To Representation**

Upon request of the grievant(s), an Association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.

## **28.5. Individual Rights**

Nothing contained herein shall be construed as limiting the right of any faculty member having a grievance to have the problem adjusted without the intervention of the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure and to be notified in writing as to the disposition of the matter. Only the Association, on its own behalf or on behalf of one or more faculty members, may pursue a grievance to Step Three (arbitration).

## **28.6. Procedure**

- 28.6.1. Informal Resolution. Faculty members are encouraged to attempt to resolve issues through informal discussion with their dean prior to the filing of a grievance.
- 28.6.2. Step One. Regardless of the status of any informal discussions, within thirty (30) days of the date that the grievant or the Association knew or reasonably should have known of the act or condition which is the basis of the grievance, the grievant shall submit the grievance in writing. The written grievance will include the facts giving rise to the grievance, the faculty members affected by the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Vice President of Human Resources shall arrange for a Step One meeting between the grievant and/or the Association and the Vice President and/or designee, to take place within ten (10) days of the College's receipt of the grievance. Upon conclusion of the meeting, the Vice President or his/her designee will have ten (10) days to provide the grievant and the Association with a written answer to the grievance. Such answer shall include the reasons upon which the decision was based.
- 28.6.3. Step Two. Should the Step One response fail to resolve the grievance, the grievant will submit the grievance to Step Two within five (5) days following receipt of the Vice President's Step One response. The Vice President of Human Resources or her/his designee shall arrange for a Step Two meeting between the grievant and/or the Association and the College President, to take place within ten (10) days of the College's receipt of the appeal. Upon conclusion of the meeting the College President or her/his designee will have ten (10) days to provide her/his written decision, together with the reasons for the decision, to the grievant and the Association.

#### 28.6.4. Step Three.

- a. If the grievance is not resolved at Step Two, the Association may, within twenty (20) days after receipt of the Step Two response, submit a written demand to arbitrate the grievance.
- b. Within ten (10) days after such written notice, the Association shall submit a request to the American Arbitration Association for a list of seven (7) arbitrators from Washington and/or Oregon. Within ten (10) days following the receipt of the list of eligible arbitrators, the parties' representatives will meet or confer to select an arbitrator. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator will hear the dispute. The party exercising the first strike will be the loser of a flip of a coin.
- c. The arbitrator selected will confer with the representatives of the College and the Association, hold hearings promptly and issue her/his decision not later than thirty (30) days from the date the final statements and proof are submitted. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted, unless both parties have requested a bench decision. The decision of the arbitrator will be submitted to the College and the Association and will be final and binding upon the parties.

#### **28.7. Jurisdiction Of Arbitrator**

Only grievances which involve an alleged violation by the College during the term of this Agreement and which are processed consistent with the time limits herein provided shall be subject to arbitration.

- 28.7.1. The arbitrator is limited to adjudication of the issues which under the express terms of this Agreement and any Submission Agreement are subject to arbitration.
- 28.7.2. The arbitrator will have no authority to issue a decision that modifies, adds to, subtracts from, changes, or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement.
- 28.7.3. The arbitrator shall decide all procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator, provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

28.7.4. No arbitrator shall have the authority to remand an issue back to the parties for bargaining.

### **28.8. Fees and Expenses**

The fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall bear the cost of presenting its own case, including any attorney's fees.

### **28.9. Administrative Channels**

Nothing in this Article shall be construed to preclude a faculty member from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.

### **28.10. Release Time**

If necessary for a grievance arbitration hearing, a faculty member or Association representative will be released from her/his regular assignment without loss of pay, provided appropriate class coverage is accomplished.

### **28.11. Files**

All documents, communications, and records dealing with the processing of any grievance shall be filed separately from the personnel file of the participants.

## **ARTICLE 29 - NO STRIKE / NO LOCKOUT**

### **29.1. No Strikes or Lockouts**

The College and the Association will abide by state law governing strikes and lockouts, including, but not limited to: Strikes and Lockouts Prohibited—Violations—Remedies (RCW 28B.52.078)

## **ARTICLE 30 - TERMS OF THE AGREEMENT**

### **30.1. Entire Agreement**

This Agreement constitutes the entire agreement between the College and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions, or practices of the College which shall be contrary to or inconsistent with its terms.

### **30.2. Application of College Policies**

This Agreement supersedes specific provisions of College policy with which it conflicts. Absent such a conflict, faculty members will be subject to all College policies. Prior to implementing any change in policy that affects a mandatory subject of bargaining, the College shall provide the

Association with thirty (30) days' notice. During the notice period, the Association may meet with the College to discuss the proposed change and bargain over its impact.

### **30.3. Federal and State Laws**

Nothing contained herein shall be construed to deny or restrict to any faculty member rights and responsibilities she/he may have under the laws of the state of Washington and of the United States or other applicable regulations.

### **30.4. Amendment of Agreement**

This Agreement shall only be amended by mutual consent of both parties. Such amendments shall be reduced to writing and ratified by the Board of Trustees and the Association.

### **30.5. Savings Clause**

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

### **30.6. Compliance of Individual Contracts**

All Individual Contracts offered to faculty members by the College shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### **30.7. Forms**

The College will not make changes to the forms used by faculty, administrators and students to evaluate faculty and courses as part of the evaluation processes in this Agreement without first notifying the Association and, if requested by the Association, bargaining over the proposed changes.

### **30.8. Distribution of the Agreement**

Copies of this Agreement shall be posted on the College's internet and intranet within fourteen (14) days after it has been fully executed. The Vice President of Human Resources will notify both full- and part-time faculty by e-mail of the intranet and internet website URLs at the time the Agreement is posted. Thirty (30) printed copies shall be provided to the Association at the expense of the College within thirty (30) days after the Agreement has been posted online. The College shall make a printed copy of the Agreement available in the Human Resources office and in the Library Media Center.

## ARTICLE 31 - DURATION

### 31.1. Effective Date And Term

This Agreement shall become effective September 1, 2014 and shall remain in force and effect through August 31, 2017. Bargaining for a successor Agreement may begin on or after January 1, 2017.

### 31.2. Reopeners

- 31.2.1. Articles in this Agreement relating to economics, fringe benefits, or salaries may be opened for bargaining at any time in the event the Legislature of the State of Washington provides funds for such purposes not already contemplated by this Agreement.
- 31.2.2. Either party may re-open this Agreement no earlier than May 1, 2015, to propose new, revised or additional agreements related to intellectual property associated with online instruction, as described in Article 10.
- 31.2.3. The parties will meet no later than May 1, 2016 for the purpose of establishing the 2017-2018 calendar.

*Signature page follows*

**INSERT NEW SIGNATURE PAGE**

## APPENDIX A

### Criteria for Faculty Evaluation and Performance Review Part-Time Faculty Performance Review (Sections I and II)

#### SECTION I – PRIMARY FACULTY RESPONSIBILITIES

##### A. TEACHING

Faculty teach in various settings, including physical classrooms, online classrooms, hybrids of these, laboratories, clinical settings, and computer labs. Teaching includes preparing course materials, communicating with students, and evaluating and assessing student performance. Faculty are also expected to engage with various campus initiatives.

1. Course Design, Materials and Delivery – Includes but is not limited to the following:
  - a. Keeps courses current within the discipline, incorporating new knowledge, points of view, and pedagogies where appropriate.
  - b. Provides up-to-date course syllabi, handouts and materials that are clearly written, appropriate to course level and that follow current College guidelines.
  - c. Communicates course expectations clearly for students.
  - d. Follows College approved course outlines, course learning outcomes and general education outcomes for appropriate courses. The website for the course outlines, outcomes and general education outcomes will be included in course syllabi and referenced by the instructor.
  - e. Determines appropriate assessments to ascertain student knowledge.
2. Faculty/Student Communication – Includes but is not limited to the following:
  - a. Communicates effectively with students.
  - b. Creates a positive learning environment in which students feel free to ask questions and express opinions.
  - c. Treats students respectfully, professionally, and ethically.
  - d. Cultivates and facilitates student engagement.
  - e. Defines and enforces expectations of appropriate student behavior.
  - f. Uses appropriate methods and materials to address a variety of student needs.
  - g. Responds to particular student needs as in collaboration with the Disability Resource Center and other campus resources.
  - h. Assures availability for consulting with students.
3. Evaluation and Assessment – Includes but is not limited to the following:
  - a. Uses evaluation and assessment methods consistent with course outcomes.
  - b. Establishes clearly defined grading policies, procedures, and standards.
  - c. Provides prompt feedback and/or evaluation of student performance.
  - d. Assigns grades fairly and impartially.
  - e. Maintains current and accurate records of student progress.
  - f. Incorporates assessments designed to help students improve their learning.
  - g. Considers student feedback and assessment results when planning and designing a course.
4. Additional criteria for faculty who work with students in applied-learning situations such as clinical internships, field experiences, and service learning – Includes but is not limited to the following:
  - a. Initiates and maintains ongoing relationships with business entities related to the field of study (e.g., internship sites, potential employers of graduates, and accrediting bodies and other educational institutions).
  - b. Addresses safety and liability issues in relation to students' on-campus and field experiences.
  - c. Participates in selection process of applied-learning students and in their assignment to appropriate locations and work situations.
  - d. Verifies student readiness for the applied-learning experience.

- e. Obtains consent of customer/client/patient to receive services from students.
- f. Counsels students regarding workplace expectations.
- g. Helps students to connect classroom learning to field experiences.
- h. Acts as liaison between students and their workplace supervisors, and between the college and the applied-learning site.
- i. Maintains documents related to affiliation agreements.
- j. Models skills and behaviors appropriate to the workplace.

## **B. COUNSELING**

1. Counselor/Student Interaction – Includes but is not limited to the following:
  - a. Provides a safe environment that fosters effective exploration, disclosures, and cooperation.
  - b. Shows empathy and respect for students within the students' frames of reference.
  - c. Uses appropriate cross-cultural counseling skills.
  - d. Adapts counseling methods to a wide variety of diverse students with respect to race, gender, sexual orientation, ability, culture, age and personality differences.
2. Assessment of Student – Includes but is not limited to the following:
  - a. Uses active listening skillfully and provides appropriate feedback for identifying student needs.
  - b. Shows awareness of personal limitations, and makes appropriate referrals, and uses inter-professional collaboration to meet diverse student needs.
  - c. Determines the appropriate methods of counseling necessary to bring about change or meet student needs.
  - d. Encourages students to develop and clarify goals and work toward solutions.
  - e. Facilitates appropriate termination of the counseling relationship.
3. Counseling Techniques and Strategies – Includes but is not limited to the following:
  - a. Provides skillful test interpretation and is knowledgeable about the appropriate use of testing for personal, vocational, or educational counseling.
  - b. Uses skillful counseling techniques to help students progress toward stated goals (e.g., reflects, inquires, paraphrases, clarifies, interprets, confronts, sets limits, summarizes, and identifies cognitive and affective content).
  - c. Formulates specific behavioral tasks where appropriate.
  - d. Uses teaching and role-modeling skills to facilitate change.
  - e. Evaluates progress of counseling and student outcomes in an effective and timely manner.
4. Information and Referral Sources – Includes but is not limited to the following:
  - a. Uses appropriate resources in educational, career, and personal counseling.
  - b. Uses current information about occupational trends, employment projections, and predictions about the future job market in specific fields of work.
  - c. Makes appropriate referrals, off and on-campus.

## **C. LIBRARIANSHIP**

1. Instruction – Includes but is not limited to the following:
  - a. Collaborates and teaches with discipline faculty on information literacy instruction/classes.
  - b. Develops objectives, outlines and materials for information literacy instruction/classes.
  - c. Participates in the development and/or implementation of LMC assessment processes.
  - d. Participates in the development and/or use of LMC-related learning tools and objects.
  - e. Participates in the development and presentation of LMC-related workshops for faculty and staff.

- f. Participates in the dissemination of information regarding library resources and services.
  - g. Staffs the reference desk as needed.
  - h. Treats all library users with respect and encourages library users to ask questions.
2. Collection Development – Includes but is not limited to the following:
- a. Consults with discipline faculty in selecting and de-selecting LMC resources for various modes of learning.
  - b. Participates in the provision of equitable access to LMC resources and services.

## **SECTION II – CAMPUS INITIATIVES**

- A. Acknowledges and engages with campus initiatives (e.g., pluralism, student success, affirmation of inclusion, outcomes assessment).

## **SECTION III – MENTORING AND ADVISING - Includes but is not limited to the following:**

- A. Assists students in identifying Bellevue College curricular and degree requirements.
- B. Refers students to appropriate resources (e.g., educational planning, counseling or tutoring, Multi-Cultural resources).
- C. Responds to student inquiries regarding discipline-specific information, educational and career goals, and to student requests for recommendations.
- D. Consults, mentors, or collaborates with Bellevue College colleagues to foster student success and build community.

## **SECTION IV – SHARED GOVERNANCE AND COLLEGE SERVICE - Includes but is not limited to the following:33**

- A. Assumes equitable share of departmental/divisional responsibilities.
- B. Contributes to shared governance by serving on or chairing college, divisional, program, or advisory committees.
- C. Performs routine duties in a timely manner (e.g., submits grades on time, monitors class enrollment, orders textbooks).
- D. Organizes, contributes to, or shares information from colloquia, conferences, workshops, professional meetings or on-campus professional development activities.
- E. Acknowledges and engages with institutional priorities, (e.g., accreditation, program review).
- F. Prepares or contributes to the development of grant proposals and/or the implementation of grants to further the initiatives of the college.

## **SECTION V – PROFESSIONAL DEVELOPMENT - Includes but is not limited to the following:**

- A. Works toward a higher degree or takes courses.
- B. Engages in academic, educational or pedagogical research.
- C. Consults or collaborates with colleagues at other colleges, businesses, or professional organizations etc.
- D. Attends colloquia, conferences, workshops, or professional meetings.
- E. Participates in on-campus Professional Development activities and/or off-campus staff development activities.
- F. Belongs to professional organizations; subscribes to professional journals, resources and services.
- G. Contributes to the profession or the discipline through presenting papers, publishing, exhibiting, or performing.
- H. Obtains and maintains vocational certification.

## **SECTION VI – SERVICE TO THE COMMUNITY - Includes but is not limited to the following:**

- A. Organizes and participates in colloquia, conferences, workshops, or professional meetings.
- B. Represents the college in community events or statewide inter-institutional initiatives.
- C. Maintains membership/office in local, state, regional or national professional organizations.

- D. Provides services to the community (e.g., consulting in one's field, serving on program advisory committees, providing service learning opportunities for students).
- E. Provides programs for the community such as performing arts, sports events, public lectures, (e.g., Multi-Cultural Fair, Earth Week, Connect to Your Future).

## APPENDIX B

### Criteria for Tenure Evaluation

Tenure-track, temporary and tenured faculty (except as provided in Section 23.5 will be evaluated on the requirements of their job description, the provisions of the Agreement, and the following criteria (which are more broadly explained in the Tenure Review Committee's Tenure Guidelines). Individuals may concentrate on one or more of the areas below during each of their probationary years or thereafter as appropriate and based on their individual job descriptions. Examples, best practices, and evidence of the expectations outlined below are available in the Tenure Guidelines.

- 1. Teaching Effectiveness:** The instructor...
  - A. Creates an equitable & safe learning environment that engages students.
  - B. Employs a variety of teaching and assessment methods to address students' needs.
  - C. Conducts regular assessments to evaluate student learning and instructional methods.
  - D. Uses class time effectively and efficiently.
  
- 2. Mentoring/Advising:** The instructor...
  - A. Is available and approachable to students outside of the classroom.
  - B. Recognizes student needs and maps them to college resources.
  - C. Creates a safe and collaborative space to confer with students.
  - D. Offers career and/or educational pathway advice to students.
  
- 3. Professional Integrity:** The instructor...
  - A. Responds to requests in a timely and thorough manner.
  - B. Communicates clearly. Is forthright and respectful to members of the campus community.
  - C. Takes accountability. Demonstrates a commitment to resolving conflicts and willingness to admit mistakes.
  - D. Sets and maintains appropriate boundaries with students, colleagues, personal time and commitments.
  - E. Recognizes and adheres to ethical guidelines in working with students and colleagues.
  
- 4. Governance/Service/Campus Life:** The instructor...
  - A. Assumes an equitable share of departmental, division, and college-wide governance responsibilities.
  - B. Actively participates in campus events.
  - C. Assists with educational outreach and community enrichment opportunities.
  
- 5. Professional Development:** The instructor...
  - A. Participates and reflects on professional development activities designed to stay current in their discipline and pedagogy of instruction.

- B.** Shows willingness to share knowledge with colleagues.
- C.** Collaborates/makes connections with campus resources to improve instruction and benefit students.
- D.** Maintains professional certifications where appropriate.

**6. Educational Equity:** The instructor...

- A.** Builds and develops cultural competency skills, awareness, and responsiveness.
- B.** Teaches in ways that are student-centered, equitable, impactful and effective for students.
- C.** Engages in diversity and equity-specific professional development and training.
- D.** Broadens pedagogy to be inclusive.

## APPENDIX B1: TENURE-TRACK

	<b>Teaching Effectiveness</b>	<b>Mentoring and Advising</b>	<b>Professional Integrity</b>	<b>Governance, Service, Campus Life</b>	<b>Professional Development</b>	<b>Educational Equity</b>	<b>Innovation</b>
<b>Associate Professor</b>	Uses student feedback, peer feedback and student learning indicators to support student success.	Mentors and advises students as needed; connects students with available resources.	Demonstrates personal integrity and communicates respectfully with all members of the campus community.	Participates in program, division and college-wide governance and service.	Engages in and reflects on professional development focused on content and pedagogy.	Builds and develops cultural competencies; engages in professional development opportunities focused on educational equity.	N/A
<b>Senior Associate Professor:</b> In addition to the responsibilities of an Associate Professor...	Participates in program or division level student success initiatives (e.g. program data analysis to address success gaps, universal design for learning, e-learning best practices, classroom research or project-based learning, etc.).	Mentors, advises or serves as a resource for other faculty members, including new tenure-track hires and adjuncts; actively works to make connections between students and other program/division faculty.	Serves in roles that help to mediate conflicts or educate colleagues concerning state/federal ethics requirements (e.g. FERPA, conflict of interest) at the program and division level.	Participates in or takes a leadership role in program, division and college-wide governance or service (e.g. serves on TES or faculty screening committees).	Engages in professional development that increases disciplinary scope or currency. Shares knowledge from professional development opportunities with colleagues at the program or division level, through formal and informal opportunities.	Seeks out opportunities to integrate educational equity into pedagogy and curriculum; provides leadership within the program or division to support implementation of equitable practices that advance the college mission.	Seeks opportunities to apply creativity and to innovate in courses and programs; collaborates with others to create and innovate (e.g., expand access/success for underserved populations; identify and implement new directions for courses or programs; integrate new pedagogy, classroom research, or project-based learning).
<b>Full Professor:</b> In addition to or in lieu of the responsibilities of a Senior Associate Professor...	Takes a leadership role in college-level student success initiatives (e.g., FACT, program-level assessment, competency-based or other promising teaching/assessment methods, classroom research or project-based learning, etc.).	Takes a leadership role in developing or implementing division or college-wide mentoring and advising opportunities; (e.g., FYE, TRiO, MCS, etc.).	Serves as a leader in dispute resolution at the college level (e.g., academic grievance, Dismissal Review, or Labor /Management Committees).	Takes a leadership role and participates in program, division and college-wide governance or service, including campus events, educational/community outreach (e.g. chairs TRC or other committee, chairs faculty screening committees, organizes community events or presentations).	Develops and facilitates PD opportunities for others that may have college-wide, regional or national impact (e.g. organizes workshops delivered via the Commons, brings speakers or other resources to campus, or presents professional papers at conferences).	Provides college-wide leadership in developing, supporting and implementing equitable instructional practices (e.g. participates in delivering educational equity workshops, infuses equity-minded best practices across curriculum).	Takes a leadership role in creating projects or partnerships that deliver innovative, high-impact activities or programs with institution-wide impact for student success (e.g. initiate new programs, degrees or student support systems, attract new student audiences to BC, establish community and corporate connections and support, obtain grants or other external resources).

## APPENDIX B2: ELI LEAD FACULTY

	<b>Teaching Effectiveness</b>	<b>Mentoring and Advising</b>	<b>Professional Integrity</b>	<b>Governance, Service, Campus Life</b>	<b>Professional Development</b>	<b>Educational Equity</b>	<b>Innovation</b>
<b>Assistant Professor</b>	Uses student feedback, peer feedback and student learning indicators to support student success.	Mentors and advises students as needed; becomes familiar with available campus resources.	Demonstrates professional integrity and communicates respectfully with all members of the campus community.	Participates in program governance and service.	Engages in and reflects on professional development focused on content and pedagogy.	Builds and develops cultural competencies; engages in professional development opportunities focused on educational equity.	N/A
<b>Associate Professor:</b> In addition to the responsibilities of the ELI Assistant Professor...	Participates in program or departmental level student success initiatives.	Mentors, advises or serves as a resource for program faculty members, particularly new hires, and connects students to available campus resources.	Demonstrates professional integrity, communicates respectfully with all members of the campus community and serves as a role model for other program faculty.	Participates in and takes a leadership role in program governance and service (e.g. serves on faculty screening committees).	Engages in professional development that increases disciplinary scope or currency. Shares knowledge from professional development opportunities with colleagues at the program level through formal and informal opportunities.	Seeks out opportunities to integrate educational equity into pedagogy and curriculum.	Seeks opportunities to apply creativity and to innovate courses.
<b>Senior Associate Professor:</b> In addition to the responsibilities of the ELI Associate Professor...	Participates in program level student success initiatives and division level initiatives (e.g. program data analysis to address success gaps, universal design for learning, classroom research or project-based learning, etc.).	Mentors, advises or serves as a resource for other faculty members, particularly new hires and adjuncts; actively works to make connections between students and other program/division faculty.	Serves in roles that help to mediate conflicts or educate colleagues concerning state/federal ethics requirements (e.g. FERPA, conflict of interest, SEVIS) at the program and division level.	Participates in or takes a leadership role in program, division and college-wide governance or service.	Engages in professional development that increases disciplinary scope or currency. Shares knowledge from professional development opportunities with colleagues at the program or division level, through	Seeks out opportunities to integrate educational equity into pedagogy and curriculum; provides leadership within the program or division to support implementation of equitable practices that advance the college mission.	Seeks opportunities to apply creativity and to innovate in courses and programs; collaborates with others to create and innovate within the program and division.

					formal and informal opportunities.		
	<b>Teaching Effectiveness</b>	<b>Mentoring and Advising</b>	<b>Professional Integrity</b>	<b>Governance, Service, Campus Life</b>	<b>Professional Development</b>	<b>Educational Equity</b>	<b>Innovation</b>
<b>Full Professor:</b> In addition to or in lieu of the responsibilities of the ELI Senior Associate Professor...	Takes a leadership role in college-level student success initiatives (e.g., FACT, program-level assessment, competency-based or other promising teaching/assessment methods, classroom research or project-based learning, etc.).	Takes a leadership role in developing or implementing division or college-wide mentoring and advising opportunities; (e.g., FYE, TRiO, MCS, etc.).	Serves as a leader in dispute resolution at the college level (e.g., academic grievance, Dismissal Review, or Labor /Management Committees).	Takes a leadership role and participates in program, division and college-wide governance or service, including campus events, educational/community outreach (e.g. chairs TRC or other committee, chairs faculty screening committees, organizes community events or presentations).	Develops and facilitates PD opportunities for others that may have college-wide, regional or national impact (e.g. organizes workshops delivered via the Commons, brings speakers or other resources to campus, or presents professional papers at conferences).	Provides college-wide leadership in developing, supporting and implementing equitable instructional practices (e.g. participates in delivering educational equity workshops, infuses equity-minded best practices across curriculum).	Takes a leadership role in creating projects or partnerships that deliver innovative, high-impact activities or programs with institution-wide impact for student success (e.g. initiate new programs, degrees or student support systems, attract new student audiences to BC, establish community and corporate connections and support, obtain grants or other external resources).

# Appendix C

## 2014-2015

SEP	SU	M	TU	W	TH	F	SA	
		H-1					6	0
	7						13	0
	14				OW-18	OW-19	20	2
	21	22	23	24	25	26	27	5
	28	29	30					2
								0

JAN	SU	M	TU	W	TH	F	SA	
					H-1		3	0
	4	5	6	7	8	9	10	5
	11	12	13	14	15	16	17	5
	18	H-19	20	21	22	23	24	4
	25	26	27	28	29	30	31	5
								0

APR	SU	M	TU	W	TH	F	SA	
							4	0
	5	6	7	8	9	10	11	5
	12	13	14	15	16	17	18	5
	19	20	21	22	23	24	25	5
	26	27	28	29	30			4
								0

JUL	SU	M	TU	W	TH	F	SA	
				1	2	H-3	4	2
	5	6	7	8	9		11	4
	12	13	14	15	16		18	4
	19	20	21	22	23		25	4
	26	27	28	29	30			4
								0

OCT	SU	M	TU	W	TH	F	SA	
				1	2	3	4	3
	5	6	7	8	9	10	11	5
	12	13	14	15	16	17	18	5
	19	20	21		23	24	25	4
	26	27	28	29	30	31		5
								0

FEB	1	2	3	4	5	6	7	
					CI-6			5
	8	9	10	11	12	13	14	5
	15	H-16	17	18	19	20	21	4
	22	23	24	25	26	27	28	5
								0
								0

MAY	SU	M	TU	W	TH	F	SA	
						1	2	1
	3	4	5	6	7	8	9	5
	10	11	12	13	14	15	16	5
	17	18	19	20	21	22	23	5
	24	H-25	26	27	28	29	30	4
	31							0

AUG	SU	M	TU	W	TH	F	SA	
							1	0
	2	3	4	5	6		8	4
	9	10	11	12	13		15	4
	16						22	0
	23			ES-27			29	0
	30							0

NOV	SU	M	TU	W	TH	F	SA	
							1	0
	2	3	4	5	6	7	8	5
	9	10	H-11	12	13	14	15	4
	16	17	18	19	20	21	22	5
	23	24	25	26	H-27	H-28	29	3
	30							0

MAR	1	2	3	4	5	6	7	
								5
	8	9	PD-10	11	12	13	14	5
	15	16	17	18	19	20	21	5
	22	23	24	25			28	3
	29							0

JUN	SU	M	TU	W	TH	F	SA	
							6	5
	7	8	9	10	11	12	13	5
	14	15	16	17	18	19	20	5
	21						27	0
	28							0

DEC	1	2	3	4	5	6	
							5
	7	8	9	10	PD-11		13
	14						20
	21				H-25		27
	28						

INSTRUCTIONAL DAYS		
10	11	12
11	11	10
54		56

INSTRUCTIONAL DAYS		
10	11	11
11	11	11
54		54

INSTRUCTIONAL DAYS		
12	11	11
10		10
54		57

INSTRUCTIONAL DAYS		
6	6	7
7	7	0
26		26

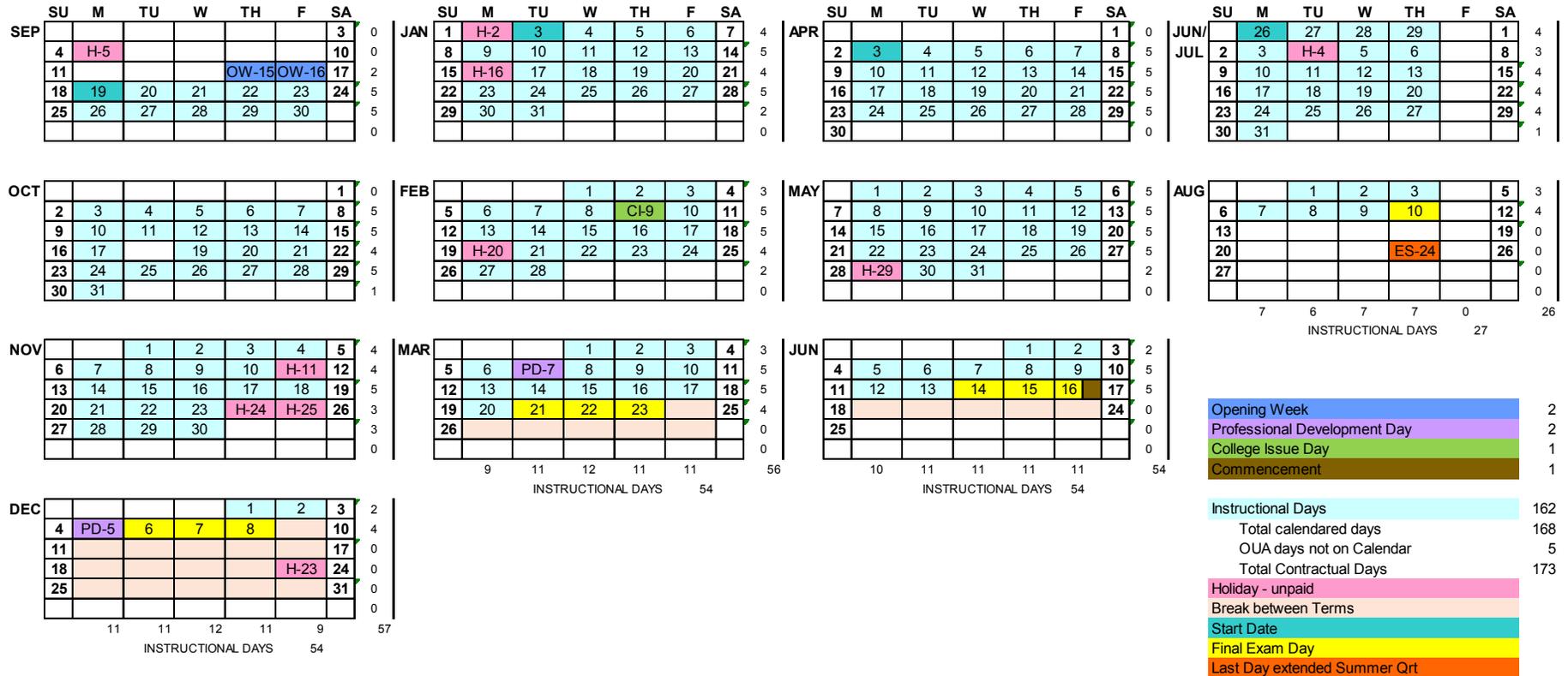
  

Opening Week	2
Professional Development Day	2
College Issue Day	1
Commencement	1
<b>Instructional Days</b>	<b>162</b>
Total calendared days	168
OUA days not on Calendar	5
Total Contractual Days	173
Holiday - unpaid	
Break between Terms	
Start Date	
Final Exam Day	
Last Day extended Summer Qrt	



# APPENDIX C

## 2016-2017



## APPENDIX D — REVISED

### Memorandum Of Understanding Program and Class Size Maximums

Effective fall, 2007, the following program and class size maximums shall be implemented.

#### Notes:

1. The class size list delineates recommendations on class size maximums within programs and divisions, and notes rationale for exceptions to the norm.
2. The official list of courses and course capacities, including exceptions to the standard class capacities noted, can be found in the College's electronic (HP) master course catalog.
3. Class size noted in this document is not intended to reflect maximum class capacities for pre-existing, approved courses as noted in the College's electronic (HP) master course catalog.
4. Requests for specific class size exceptions are to be taken to the Curriculum Advisory Committee for recommendation to the Vice President. Substantive rationale must be provided and supported for exceptions.
5. Exceptions to class size listings may include courses that may be offered as part of Interdisciplinary Studies, Online/Telecourses, and other specially designed programs.
6. Certain (lab, studio, clinical, practicum and experiential) classes are site and situation specific and may be adjusted as needed to meet changing site requirements. Such adjustments do not affect the contractual class maximums or the College's electronic (HP) master course catalog listings.
7. Certain class sizes are limited by accreditation standards.
8. Certain class maximum requests brought to negotiations and incorporated within this appendix will be phased in commensurate with available funding. Additional adjustments within this appendix, including program standards, requested by the administration or BCAHE, will be brought to labor/management for resolution.
9. The district reserves the right to adjust any of the above class size maximums to the extent that such adjustment is necessary to bring the program of which the class is a part to 100 percent or less of the state funding formula. Any such adjustment shall only be made pursuant to Article XI, Section III K 2.
10. It is the responsibility of the district to maintain the electronic (HP) master course catalog and make corrections as necessary to capacities listed. The association will be notified of any such adjustments. If the association does not concur with the adjustments, the issue will be resolved through labor/management.

Note: Class maximums to be phased in are asterisked (\*) in the listing below. Beginning Fall Quarter, 2008 class size for Math courses below 100 level is reduced from 33 to 30 as the first phase towards 25.

**Division and Catalog  
Designation**

**Program and Course Type**

<b>All Programs</b>	<b>Independent Studies (199-299)</b>	<b>5</b>
	<b>Seminar/Colloquium</b>	<b>20</b>
	<b>Special Topics Courses (194-197, 294-297)</b>	<b>Program standard mode of delivery</b>
<b>Arts and Humanities</b>		
<b>HUMAN</b>	<b>Humanities</b>	
	Lecture-discussion	42
	Colloquium/Seminar	20
	Travel study courses are site and situation dependent	
<b>ART</b>	<b>Art</b>	
	Lecture-discussion	42
	Studio courses	26
	Certain courses are dependent upon capacity of facility	
<b>ALL</b>	<b>Applied Linguistics and Languages</b>	
	Lecture-discussion	25
	Internship/work-based courses	20
<b>CMST</b>	<b>Communication Studies</b> (includes Speech and Communications)	
	Lecture-discussion	42
	Writing courses	26
	Newspaper and radio staff, practicum courses are exceptions	
	Developmental speech	22
	Courses requiring significant oral presentation	28
	Communication theory	31
<b>DANCE/DRAMA</b>	<b>Theater Arts</b> (Includes Dance & Drama)	
	Jazz and contemporary dance	25
	ballet and dance ensembles	16
	Lecture-discussion	42
	Acting courses	20
	Technical courses	15
	Colloquium/seminar	20
<b>DANCE</b>	<b>Dance</b> (See Theater Arts)	
<b>DRAMA</b>	<b>Drama</b> (See Theater Arts)	
<b>ENGL</b>	<b>English</b>	
	Developmental English (<100)	22
	Composition-Writing	26
	Literature	36
	<b>World Languages</b>	
ASL, ARAB, FRNCH	American sign language	22
GERM, ITAL, JAPAN	100-level spoken languages	35
CHIN, SPAN	200-level spoken languages	20

**Division and Catalog  
Designation**

**Program and Course Type**

INTER	<b>Interdisciplinary Studies</b>	
	Course capacities recommended by IDS committee to Vice President	
INDES	<b>Interior Design</b>	
	Lecture-discussion	42
	Studio courses	22
	Third-year studio courses	15
	CAD-related courses	24
	Certain studio and experiential courses are facility and situation dependent	
MUSIC	<b>Music</b>	
	Lecture-discussion	42
	Large ensembles, concert choir	70
	Small or select ensembles	24
	First-year theory and digital courses	25
	Second-year theory	20
	Group instrumental/voice instruction	25
PHIL	<b>Philosophy</b>	
	Lecture-discussion	42
SPCH	<b>Speech – See Communication Studies</b>	
	<b>Developmental Education</b>	
ABE	Adult Basic Education	22
GED	GED Preparation	22
DEVED	Developmental English	22
ESL	English as second language	22
EXPRL	<b>Experiential Learning</b>	
	Experiential courses are situation dependent	
<b>IBIT</b>		
ACCT	<b>Paraprofessional Accounting</b>	
	Lecture-discussion	42
	Computational courses	36
BTS	<b>Business Technology Systems</b>	
	Lecture-discussion	42
	Skills/applications courses	30
IT	<b>Information Technology</b>	
	Lecture-discussion	42
	<b>Information Systems</b>	
DBA BUSIT	Database Administration	
	Business Intelligence	
	Software Development	
	Lecture-discussion	42
	Computer laboratory courses	30

**Division and Catalog  
Designation**

**Program and Course Type**

GBUS	<b>General Business Management</b>	
	Lecture-discussion	42
	Courses with statistics/math content	36
MKTG	<b>Marketing Management</b>	
	Lecture-discussion	42
	200-level program courses	35
MEDIT	<b>Medical Informatics</b>	
	Lecture-discussion	42
	Computer laboratory courses	30
ANIM, GAME, MEDIA VIDEO, WEBMM	<b>Digital Media Arts</b>	
	Animation & Graphics	
	Gaming	
	Media Communication & Technology	
	Video Production	
	Web Multimedia Authoring	
Lecture-discussion	42	
Computer laboratory courses	30	
	Certain studio & experiential courses are facility and situation dependent	
NSCOM	<b>Network Services &amp; Computer Systems</b>	
	Lecture-discussion	42
	Computer laboratory courses	30
IDEV	<b>Internet Development</b> (not in 06-07 catalog)	
	Lecture-discussion	42
	Computer laboratory courses	30
<b>Science</b>		
CS	<b>Computer Science Transfer</b>	
	Lecture-discussion	42
	Computer laboratory courses	30
ENGR	<b>Engineering Transfer</b>	
	Lecture-discussion	25
	Non-tenure courses are situation dependent	
MATH	<b>Mathematics</b>	
	Math courses 105 and above	36
	Math courses below 100 level	25*

**Division and Catalog  
Designation**

**Program and Course Type**

	<b>Life and Physical Sciences:</b>	
	Laboratory courses:	
ASTR	Astronomy	26
BASCI	Basic Science	26
CHEM	Chemistry	24
GEOL	Geology	28
BIOL	Biology	28
BOTAN	Botany	28
OCEAN	Oceanography	28
ZOOL	Zoology	28
ENVSC	Environmental Science	28
METR	Meteorology	28
PHYS	Physics	26
	Lecture-discussion: All life and physical sciences	40
	Field Courses	26
	Certain courses are facility and situation dependent	

<b>Social Science</b>		
	<b>All Academic Programs</b>	
ACCTG	<b>Business Accounting Transfer</b>	
	Certain course capacities are set by previous contractual maximums	
	Lecture-discussion	42
	Computational courses	36

ADM CJ	<b>Administration of Criminal Justice</b>	
	Lecture-Discussion	42
	ADM CJ-Specific Content	33
	Certain experiential courses are facility and situation dependent	

AMST, ANTH, ECON	Lecture-discussion	42
ETHN, GEOG, HIST	AAS degree Science credit lecture-discussion	40
INTST, POLSCI, PSYCH, SOC	AAS degree Science credit laboratory courses	24

BA	<b>Business Administration Transfer</b>	
	Lecture-discussion	42
	Courses with statistics/math content	36

<b>Health Science, Education and Wellness Institute</b>		
DUTEC	<b>Diagnostic Ultrasound</b>	30
	Certain experiential courses are facility and situation dependent	

ECED	<b>Early Learning and Teacher Education</b>	
	Practicum, portfolio and field experience courses	22
	Lecture-discussion	33
	Certain courses are facility and situation-dependent	

**Division and Catalog  
Designation**

**Program and Course Type**

EDUC	<b>Education</b>	42
	Certain experiential courses are facility and situation dependent	
HLTH	<b>Health</b>	
	Lecture-discussion	40
	First-aid courses	30
	Certain courses are facility and situation dependent	
IMAGE	<b>Imaging</b>	
	Lecture-discussion	40
	Clinical courses	10
RAIM	<b>Radiation and Imaging Management</b> See Baccalaureate Degree Programs	
RAIT	<b>Radiation and Imaging Technology</b> See Baccalaureate Degree Programs	
NURS	<b>Nursing</b>	
	Lecture-discussion	42
	Clinical and laboratory courses	10
	Certain courses are facility and situation dependent	
NMTEC	<b>Nuclear Medicine Technology</b>	
	All courses in program	10
PARED	<b>Parent Education</b>	
	100-level or higher courses	33
	Below 100-level courses	22
	Certain courses are facility and situation dependent	
ADFIT	<b>Adult Fitness</b>	
	Class size facility and equipment dependent	
PE	<b>Physical Education</b>	
	Class size facility and equipment dependent	
RATEC	<b>Radiologic Technology</b>	
	Lecture-discussion	35
	Laboratory courses	20
RADON	<b>Radiation Therapy</b>	
	All courses	18
RECED	<b>Recreational Leadership</b>	
	Class size facility and equipment dependent	

**Division and Catalog  
Designation**

**Program and Course Type**

<b>HPRO</b>	<b>Health Professions</b>	
	Lecture-discussion	42
	Clinical courses	18
<b>FS</b>	<b>Fire Science</b>	
	Lecture-discussion	35
	Certain courses are facility and situation dependent	
<b>ALDAC</b>	<b>Alcohol and Drug Studies</b>	
	Lecture-discussion	30
<b>Human Development</b>		
<b>HD</b>	<b>Human Development</b>	
	Exploratory and skills building courses	20
	Some courses are situation dependent	
<b>Baccalaureate Degree Programs</b>		
	All Lecture/Discussion/Laboratory/Seminar Courses (300 level or above)	23
	Clinical Courses (300 level or above)	10
Other Instructional Programs		
<b>VENTU</b>	<b>Venture</b>	
	All Courses	16
<b>ELIUP</b>	<b>English Language Institute</b>	
	All Courses	15
<b>IBP</b>	<b>International Business Program</b>	
	All Courses	15
<b>R EST</b>	<b>Real Estate</b>	
	Lecture-discussion	42
	Practicum	15
<b>INTRP; TRANS</b>	<b>Interpreter/Translation</b>	
	All courses	15
<b>FT</b>	<b>Fast Track</b>	
	All courses	16

## APPENDIX E

### Program Chair Position Description

Program Chairs generally have the following responsibilities:

1. Provide schedule including quarterly, annual, and weekend class schedules.
  - Determine staffing for scheduled courses.
  - Coordinate with the Division Administrator to manage schedule: size, enrollment, enrollment patterns, and efficiencies.
  - Coordinate with the Division Administrator to offer courses as planned in the annual schedule.
  - Oversee the breadth and quality of courses offered in the program.
  - Coordinate program curriculum and course offerings.
  - Provide the college approved course outlines, learning outcomes and general education outcomes to faculty for all courses they are assigned.
2. Provide leadership in the Division, and the college, including:
  - Coordinate the vision, goals, and direction of the program.
  - Maintain professional competence and currency within discipline.
  - Maintain comprehensive overview of the program's offerings.
  - Represent and promote the program and program concerns to the Division, campus, and general public.
  - Meet regularly with the OUA and attend all scheduled program chair meetings.
  - Convene and conduct regular program meetings.
  - Oversee development and maintenance of program information (e.g., brochures, website, etc.).
  - Coordinate with other programs on campus that share facilities or provide program courses needed for degrees. Conduct program reviews and perform other duties related to program leadership as may be requested by the college.
  - Develop accreditation materials (annual and periodic). Prepare for site visits, respond to questions or concerns from visitors.
  - Oversee articulation with other institutions as appropriate, including baccalaureate colleges, other community colleges, and high schools.
3. Recruit, recommend for employment, train, and assist program faculty, including:
  - Recruit, interview, recommend for employment, orient and mentor all part-time faculty.
  - Assist faculty in responding to and addressing student concerns, grievances and complaints.
  - Coordinate student evaluations of part-time faculty in accordance with the faculty contract.
  - Discuss performance with part-time faculty.
  - Evaluate part-time faculty in accordance with the faculty contract.
  - Review and recommend part-time faculty for affiliation.
  - Serve on hiring committees for full-time faculty.
  - Advise or assign faculty to advise program majors.
4. Manage program budgets and equipment, including:
  - Maintain familiarity with program budgets and spending patterns.
  - Review and recommend expenditures consistent with budgeted limits.
  - Coordinate program requests to the College's budget planning process.
  - Coordinate equipment selection, purchase and maintenance.
  - Coordinate selection and purchase of library and media resources.
  - Coordinate selection and ordering of textbooks and ancillary course materials, including common textbooks for multiple sections when appropriate.
5. Implementation of college policies, procedures and initiatives.
  - Coordinate program response to and implementation of college policies, procedures and initiatives (e.g. accreditation reports, performance indicators, assessment, student success, etc.)

- 6.. Additional responsibilities of some program chairs, including:
- Establish and monitor procedures for safe, appropriate, and efficient use of program facilities.
  - Schedule laboratory space and laboratory classes.
  - Coordinate equipment requests, purchasing and installation of equipment.
  - Plan for changes related to new versions and different technology.
  - Participate in orientation meetings with potential students or advising sessions with majors.
  - Work with other faculty to create/review policies and procedures, e.g., what constitutes a concentration in the discipline or program.
  - Coordinate and monitor student practicums and work experiences.
  - Communicate with advising center on requirements, advising, deadlines and materials.
7. Additional responsibilities of technical/professional program chairs, including:
- a. Marketing program, recruiting and advising prospective students:
    - Market program and recruit prospective students.
    - Create, update, and revise program handbooks or other materials provided to program students.
    - Advise or assign faculty to advise all program students.
    - Develop admission criteria with faculty and administration consistent with college policies, professional guidelines, and market demands.
    - Work with Bellevue College admissions to accept and develop admission guidelines.
    - Communicate with advising center on advising and admission requirements, including application deadlines, and program materials provided to prospective students.
    - Review all application materials received from students; check applicant credentials if necessary.
    - Schedule student interviews when required; notify students of acceptance or rejection into program.
  - b. Maintain program accountability/currency:
    - Hold advisory board meetings when appropriate.
    - Communicate with advisory committee.
    - Recruit and retain advisory committee members.
    - Work with other faculty and advisory committee, when appropriate, to create/review program policies and procedures.
  - c. Additional responsibilities of HSEWI allied health care program chairs:
    - Keep immunization guidelines updated.
    - Provide forms and check immunization materials of students before assignments to clinical sites.
    - Keep completed Washington State background checks of students on file in secure College-determined location.
    - Develop relationships with area health care facilities/professionals at clinical sites.
    - Create and update contracts for clinical sites.
    - Facilitate student/faculty relationships with professionals at clinical sites.
    - Create and oversee proficiency materials for and expectations of students at clinical locations.
    - Maintain communications with professional and accrediting organizations.
    - Work with licensing bodies; provide licensing information for students, send graduation information to licensing agencies.
  - d. Additional responsibilities of health/physical education/physical development program chairs:
    - Staff fitness center by recruiting, staffing, training, and evaluating qualified employees.
    - Develop specifications for and purchase equipment; oversee equipment maintenance.
    - Establish and monitor procedures for safe use of equipment, procedures, and operations of facilities.

## APPENDIX F

### Memorandum of Understanding Course Capacities

The purpose of this Memorandum of Understanding between Board of Trustees of Community College District VIII (the "College") and the Bellevue College Association of Higher Education (the "Association") is to memorialize an agreement reached during the 2011 contract negotiations.

The College and the Association agree that for 2011-2013, the capacity of online class sections will match that of the capacities identified in Appendix D of the Agreement between the Board of Trustees of Community College District VIII and the Bellevue College Association of Higher Education up to a maximum online capacity of thirty-six (36).

The College and the Association agree that for 2011-2013, the capacities of the attached list of 100-level introductory courses with no prerequisites\* currently capped at forty (40) or forty-two (42) will be reduced to a capacity of thirty-six (36). If the number of additional sections needed to accommodate this reduction in the 2011-12 Academic Year exceeds eighteen (18), based on the 2010-2011 enrollment, the parties will adjust either the course capacity of the list of courses for 2012-13 so that the total additional sections required will not exceed eighteen (18).

A study of the impacts and efficacy of both increase and decrease, respectively, of class capacities will be undertaken by a joint committee appointed by the Vice President and the BCAHE President with an interim report provided for the 2013 contract negotiations. The study will include both qualitative and quantitative measures of student success, teaching, and learning assessment, effects on student course completion and success, as well as impacts on fiscal efficiency. To facilitate the study, the College will provide the Association with the necessary enrollment, course and financial data for the affected courses each quarter, as well as total college enrollment for 2010-2011 and for each year of the study.

For the District

For the Association

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President

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BCAHE President

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Contract Administrator

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BCAHE Vice President

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Date

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Date

\*Astronomy &100 (formerly Astronomy 101), general orientation, fitness and aerobics classes and classes in programs with program admission requirements will remain at the 2010-2011 on campus capacity.

Courses to Reduce Class Size Capacity to 36

ANTH 100	HIST 146
ANTH 106	HIST 147
ANTH 108	HIST 148
ANTH/CE 180S	HIST 120 / INTST 204 120
ART 101	HPRO 120
ART/CE 103S	HPRO 125
BIOL 125	HPRO 100
BUS 101	HRO 130
BUS 102	INDES 140
BUS 103	INTST 150
BUS 104	IT 101
BUS 108	MEDIA 105
BUS 120	METR101
BUS 141	MKTG 110
CES (AM 101ST)	MKTG 154
CES/SOC 105	MUSC 107
CES 109	MUSC 116
CES (AM 115ST)	MUSC 118
CES/SOC 120	MUSC 115
CES/SOC 121	MUSC 117
CES 140	NUTR 100 Winter 2012
CES 152	NUTR 130 Fall 2011 only
CES (AM 160ST)/POLSC	PHIL 101
CHEM 100	PHIL 102
CMST 102	PHIL 106
CMST 115	PHIL 112
CMST 132	PHIL 115
CMST 133	PHIL 160
ECON 100	POLS 101
EDUC 114	POLS 125
EDUC 150	POLS 155
ENVS/OC 110EA	POLS 175
GEOG 100	POLS 202
GEOG 105	PSYC 203
GEOG 102	PSYC 109
GEOG/GE 106OL	PSYC 110
HIST 101	PSYC 100
HIST 102	SOC 101
HIST 103	SOC 122
HIST 110	SOC 150
HIST 115	

## APPENDIX G

### **Memorandum of Understanding Revised Course Evaluation Forms E and H**

This Memorandum of Understanding between the Board of Trustees of Bellevue College (the "College") and the Bellevue College Association of Higher Education (the "Association") recognizes that through the course of the 2015 Bargaining session, revisions were made to the Course Evaluation Forms E and H. The College and the Association agree that the members of the Faculty who began the tenure process before Fall Quarter, 2015 shall use the Forms E and H included in the 2011-2013 Faculty Agreement.

Tenured Faculty and those who began the tenure process during or after Fall Quarter, 2015 will use the revised Forms E and H for course evaluations.

Signed and Dated this 14<sup>th</sup> day of September, 2015.

## APPENDIX H

### **Memorandum of Understanding ELI Lead Faculty Lecturer II Eligibility for Academic Year 2015-16**

All ELI Faculty who at the beginning of 2014-15 Academic Year had served 18 quarters and 180 credits will be eligible to apply directly to Lecturer II during the 2015-2016 Academic Year. All other criteria for promotion must still be addressed in the application.

Signed and Dated this 28<sup>th</sup> day of July, 2015.