

AGREEMENT

**SEATTLE COMMUNITY COLLEGE
DISTRICT VI
BOARD OF TRUSTEES**

and

**AMERICAN FEDERATION OF TEACHERS
SEATTLE COMMUNITY COLLEGES
LOCAL 1789**

**AFT, AFT WA AFL-CIO
July 1, 2013 – June 30, 2016**

AMERICAN FEDERATION OF TEACHERS
SEATTLE COMMUNITY COLLEGES

Local 1789

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between

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BOARD OF TRUSTEES

and

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Local 1789

American Federation of Teachers
American Federation of Teachers Washington
AFL-CIO

July 1, 2013 – June 30, 2016

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PREAMBLE

This Agreement is by and between the Board of Trustees of Seattle Community Colleges (State of Washington Community College District VI) and the American Federation of Teachers, Seattle Community Colleges, Local 1789, American Federation of Teachers Washington, AFL/CIO (hereinafter called the AFT). The term "District" used hereinafter shall mean the Board of Trustees or its lawfully delegated representatives.

This Agreement sets forth the basic terms and conditions of employment for all academic employees of the District. The term "academic employee" means any teacher, counselor, librarian, or faculty program coordinator whose primary tasks are instructional. Primary instructional functions are teaching, counseling, and the acquisition, preparation, and management of or teaching the use of instructional materials and equipment related to the Library and Instructional Resources Center. Other duties may include making recommendations to the appointing authority or its designee regarding the hiring, dismissal, evaluation, and transfer of other employees. The above-mentioned employees will hereafter be known as "faculty." To this end, the administration supports the concept of a high ratio of full-time faculty to provide a stable cadre of professional employees.

The District and the AFT agree that the provisions of this Agreement and other District policies shall be applied uniformly to all faculty. The parties further agree that in all matters pertaining to the performance of their duties in the Seattle Community College District, they shall at all times conduct their business in a manner which assures fair, equal, and non-discriminatory treatment of all persons without respect to race or ethnicity, color, sex, sexual orientation, gender, gender identity, age, marital status, national origin, religion, veteran or disabled veteran status, political affiliation or belief, or citizenship/immigration status. In particular, the AFT and the Board/Administration will comply strictly with all requirements of applicable Federal, State, or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices.

ARTICLE 1 -- RECOGNITION

The District hereby recognizes the AFT as the sole and exclusive representative of all faculty employed by the District consistent with statute as now or hereafter amended. Excluded from such recognition are all other District employees.

ARTICLE 2 -- UNION RIGHTS

2.1 Agency Shop. All faculty, both full-time and part time, except those teaching only community service or non-credit contract service courses (Appendix F) shall, as a condition of continued employment, on or after the thirtieth (30th) day following the beginning of such employment, become members of the AFT or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the AFT. This fee shall be to reimburse the AFT for the expense of representing members of the bargaining unit. The District shall provide payroll deduction of such fees or dues and, upon written authorization as allowed by current law, contributions to political action committees. Such deductions shall be remitted to the authorized AFT representative within five (5) working days of the issuance of payroll checks.

If a faculty member asserts a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which he or she is a member, that faculty member shall pay to a non-religious charity or other charitable organization an amount of money equivalent to the periodic dues uniformly required as a condition of acquiring or retaining membership in the AFT, in accordance with Chapter 28B.52.045, Revised Code of Washington.

Authorizations in effect prior to the effective date of this Agreement shall be carried forward.

2.2 Non-Discrimination. The District agrees that it will not discriminate against any faculty member with respect to hours, wages, or any other terms or conditions of employment by reason of membership in the AFT, participation in any lawful activities of the AFT, or any grievance, complaint, or proceeding under this Agreement.

2.3 Vacancies and Employee Changes. In order to assist the AFT in its representation responsibilities, the District agrees to notify the President of the AFT at least ten (10) days prior to the effective date of the following changes for full-time faculty: (a) filling of vacant full-time positions, (b) terminations of full-time faculty, and (c) transfers of full-time faculty between campuses.

2.4 Quarterly Roster. The District shall provide the AFT with a quarterly roster of both full-time and part-time faculty. The roster shall be by campus and department as of the tenth (10th) day of instruction in the quarter and shall include available updated home addresses and home phone numbers.

2.5 Quarterly Instructional Activity Report. The District and the AFT view the employment of qualified and experienced full-time and part-time faculty as a high institutional priority in meeting the instructional goals of the District. To assist in the review of instructional activity a quarterly District-wide report will be prepared showing instructional effort by both full-time and part-time faculty and will be sent to the administration, to the AFT, and to the Board of Trustees.

2.6 Copies of Board Materials. The AFT President and five (5) designees shall be furnished copies of the agenda and other public information assembled for the regular and special meetings of the Board of Trustees. These materials shall be sent through the campus mail at the same time as they are distributed to the Board members. Approved minutes of all regular and special Board meetings shall be similarly distributed.

2.7 Use of College Bulletin Boards and Facilities. The AFT shall have the right to use reasonable bulletin board space in each department or division and shall have the right to use College facilities provided that such usage does not interfere with the regular activities of the College. Such usage shall include rooms for AFT meeting purposes. Any incremental costs associated with the use of College facilities will be borne by the AFT. Such incremental costs will be estimated prior to the use of facilities.

2.8 Use of Internal Communication Systems. The AFT shall have the right to use the District communication services and faculty mailboxes for communications to faculty members, including mass distributions, provided that the material clearly indicates that the Union is the distributor of the material and that the material is related to the administration of this Agreement. Representatives of the AFT shall have the right to distribute materials to faculty members within the District. This right shall include, but not be limited to, access to faculty mailboxes.

2.9 Distribution of This Agreement. Upon ratification of the Agreement, the Board will order the printing of the Agreement and, within thirty (30) days after ratification of the Agreement, campus vice presidents will be supplied adequate copies for all full and part-time faculty at no cost to the AFT. All newly hired full-time and part-time faculty shall be provided a copy of this Agreement by the District.

2.10 Released Time. In recognition of the responsibilities of the AFT regarding faculty representation and matters related to management of this Agreement, the District agrees that:

- A. During Fall, Winter, and Spring Quarters, the AFT president will receive 100% released time;
- B. During Summer Quarter, the AFT president will receive compensation at the rate of his/her daily pro-rated salary (based on 172 days) for the number of instructional days in Summer Quarter;
- C. At the request of the AFT, up to the equivalent of 1.33 FTEF annualized released time will be provided on an annual basis for the AFT campus presidents and the president for part-time faculty, to be paid by the AFT at replacement cost, provided that qualified replacements can be found and hired according to relevant language in Article 6.5 or Article 4.3 of the Agreement.

2.11 Office Space. An office shall be provided for the AFT President at the District headquarters to assist in fulfilling the responsibilities set forth in Section 2.10 above. The AFT agrees to reimburse the District at the rate of \$10.00 per square foot per year.

2.12 Secretarial Services. Secretarial services (as available) shall be provided for carrying out the provisions of this Agreement, as long as such work shall not interfere with or disrupt regular activities. Secretarial services are not to be used for Union business, except at the discretion of such employees on their own time.

ARTICLE 3 -- DISTRICT/AFT RELATIONS

3.1 District Rights. The management of the District and the direction, assignment and job responsibilities of the work force are vested exclusively with the District subject to the terms and conditions of this Agreement.

3.2 Agreement Management Committee. The District and the AFT agree to form an Agreement Management Committee for the purposes of reviewing the administration of this Agreement or of Board policies affecting faculty working conditions and attempting to resolve problems that may arise. The committee will meet at least once at the beginning of each Fall Quarter to determine if there are issues it needs to discuss during the year. If so, a regular series of meetings will be scheduled at mutually agreed upon places, dates, and times. If other issues arise during the year, meetings will be scheduled on an as-needed basis. These meetings are not intended

to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this Agreement. Neither party shall have any control over the selection of representatives of the other party, provided, however, that neither party shall have more than five (5) representatives at such meetings. It is further agreed that nothing in this Article shall be construed to obligate either party to modify, limit, restrict, or reduce its rights or prerogatives as outlined elsewhere in this Agreement.

ARTICLE 4 -- SALARY AND RATES OF PAY

4.1 Definitions. Except as provided in Section 4.8 below, the following definitions shall apply for payment purposes:

- A. "Regular college year" shall mean Fall, Winter and Spring Quarters as defined in the District instructional calendar and shall exclude Summer Quarter.
- B. "Full-time faculty" are those who are assigned 100% of a full normal weekly workload in their discipline, division, or department for a minimum of eight (8) weeks, or for a shorter period when the assignment equals that of a full quarterly load, in a quarter during the regular college year. Faculty in this category are paid according to the full-time salary schedule, as set forth in Appendix A of this Agreement, except during Summer Quarter or for part-time assignments in excess of a full load (moonlighting). Payment for Summer Quarter where such assignments are supplemental for full-time faculty shall be governed by Section 4.8 below.
 - 1. For the regular college year after full-time faculty and priority-hire faculty have their course loads assigned, the remaining classes will be assigned by the Unit Administrator as part-time assignments based upon program needs, and the ability to achieve the goals, objectives, and mission of the college.
 - 2. After full-time faculty and PHL-faculty are assigned their loads, full-time faculty members, at the discretion of the Unit Administrator, may be given the opportunity for moonlight assignments in their division based on program needs, instructional effectiveness, the ability of faculty members to perform their professional obligations, etc.
 - 3. Moonlight instructors shall be expected to be available for student consultation (on an appointment basis) for the moonlight class in addition to regularly scheduled office hours.
 - 4. The Unit Administrator, with the approval of the Vice-

President for Instruction, may permit full-time faculty to teach moonlight assignments in excess of 167% of workload per quarter, if there are no part-time faculty who have taught during the previous three quarters, and are available, and are qualified to teach the class as determined by the Unit Administrator.

5. Total Moonlight assignments for any individual faculty during the regular college year will not exceed an average of 150% for the three quarters of the regular college year, unless approved by the Vice-President for Instruction.
- C. "Part-time faculty" are those who do not meet the criteria for full-time faculty. Faculty in this category are paid in accordance with Appendix B or pro-rata part-time.
 - D. "Pro-rata part-time faculty" are those who are assigned more than two-thirds (2/3) but less than 100% of the normal weekly workload of their discipline, division, or department for a minimum of eight (8) weeks in a quarter during the regular college year. Faculty in this category are paid according to the full-time salary schedule prorated at the percentage of a full-time load they are assigned, except during Summer Quarter. (For Summer Quarter, see Article 4.8.e.)
 - E. Lab/Lecture Mix: To allow part-time faculty assigned a lab/lecture mix the opportunity to also accept a lecture class, the workload eligibility for pro-rata pay will be 78% under the following conditions:
 1. The workload for the lab/lecture course mix shall not exceed 18 contact hours.
 2. The workload for the lecture course shall not exceed 15 contact hours.
 - F. "Lecturers" are faculty with outstanding knowledge or skills who may be hired for a limited, specialized purpose on either a full-time or part-time basis. This classification is intended to provide for unusual circumstances and to accommodate unique skills. Normally, the number of Lecturer appointments in any one year shall not exceed two percent (2%) of the total full-time faculty. Any such appointment that is full-time, however, shall be subject to the tenure provisions of statute and this Agreement.

4.2 Faculty Appointments. As provided by statute and as defined in Section 7.1 of this Agreement, full-time faculty shall be offered a tenured or probationary faculty appointment. Also, a full-time faculty non-tenure-track employment contract may be issued pursuant to the terms described in Section 4.3 below. If applicable, a special

faculty appointment as defined by RCW 28B.50.851(2)(b) shall be issued.

Faculty in each of the categories of full-time appointments will be provided a written contract that will set forth the length of term of employment with the District, including whether the employment is tenured, probationary, special contract, or of specific duration as outlined in Section 4.3 below. The Employment Notice and Service Record Change (ENSRC) or other similar document may be used thereafter to give notice of changed terms of a continuous tenured or probationary appointment.

4.3 Full-Time Non-Tenure-Track Faculty Appointments.

- A. Scope: There are two categories of full-time non-tenure track faculty appointments:
1. Intermittent: Faculty may be appointed to intermittent full-time non-tenure track positions under the terms described in section 4.3.d and 4.3.e below. These appointments are meant to serve limited program needs including the following:
 - a. Recurring program needs that do not constitute an on-going full-time position.
 - b. Unplanned-for program needs created by unexpected resignations, retirements, etc.
 - c. New program needs when the success of the program is not predictable.
 2. Leave Replacement: Faculty may be appointed to replace a tenured faculty member on approved leave for the duration of the leave under the terms described in section e below. (See also 5.12)
- This section does not pertain to faculty whose positions are nontenurable under RCW 28B.50.851(2)(b).
- B. Contracts: All faculty hired or appointed to a full-time non-tenure track position will be given a contract specifying the terms and duration of their appointment before the end of the first week of their employment. Copies of these contracts will be forwarded to the AFT.
- C. Hiring: Full-time tenured faculty will have the opportunity to be significantly involved in the selection of faculty for Intermittent or Leave Replacement positions.
- D. Duration of Intermittent Appointments:

1. One-quarter appointments: An individual may be given a one-quarter, full-time, non-tenure track appointment once during a regular college year.
 2. Two- or three-quarter appointments: An individual may be given a two- or three-quarter, full-time, non-tenure track faculty appointment during a regular college year. A one-quarter appointment as described above may also be extended to two or three consecutive quarters within the same regular college year. If a faculty member is given a two- or three-quarter appointment, the individual will not be rehired full-time except on a probationary appointment, i.e., tenure track, until two full regular college years have elapsed following the expiration of the year of the appointment.
- E. Extension of Non-Tenure Track Appointments: Faculty employed under either an intermittent or a leave replacement appointment who continue uninterrupted full-time service beyond the periods specified above will be given a probationary appointment, and the District will count for tenure track purposes only this most recent period of continuous full-time employment. If an individual is hired to a tenure-track position or inadvertently reappointed to a non-tenure track position before the times indicated in section 4.3.d above have elapsed, and the full-time service has not been continuous, he or she will be given a probationary appointment but the previous service will not be counted for tenure track purposes.
- F. Summer: Neither employment nor non-employment by faculty during Summer Quarter shall be considered in any way with respect to the provisions of this Article.
- G. Retroactivity: The provisions of this section will take effect Fall Quarter 1997 and will not be retroactive to Non-Tenure Track appointments made before that date, which will be governed by the provisions of the Agreement under which they were made.

4.4 Initial Placement. All new faculty will be evaluated for initial placement on their salary schedule within thirty (30) days of the beginning of their faculty appointment. Permanent placement will be contingent upon submission of required records and documentary evidence within ninety (90) days of employment. Thereafter, any changes made in salary placement as the result of records or documentation submitted after the permanent evaluation will not be retroactive.

Initial salary schedule placement is set forth in Appendices A and B

of this Agreement.

4.5 Movement on the Salary Schedule. Provisions for movement on the full-time salary schedule are set forth in Appendix A of this Agreement; provisions for movement on the part-time salary schedule are set forth in Appendix B of this Agreement.

4.6 Faculty Program Coordinators.

- A. Purpose: Faculty coordinators perform specific tasks for a particular administrative unit that are related to the maintenance of quality instruction and program integrity, while maintaining employment status as faculty and adhering to all aspects of this agreement. Faculty program coordinator responsibilities are in addition to professional obligations.

- B. Duties: The Unit Administrator, in consultation with the affected unit program faculty, will develop a written description of those tasks and related responsibilities for each faculty coordinator position in his/her unit. As appropriate, the Unit Administrator and affected unit program faculty will meet and identify priorities for the coordination assignment. Each description will be distributed to faculty in the appropriate administrative unit before the faculty coordinator selection is made. A copy of the description will also be sent to the Vice President for Instruction and the AFT President. Faculty coordinators do not make administrative personnel decisions, such as supervising or disciplining faculty. They shall not direct faculty to perform duties, nor make decisions about faculty rights and responsibilities or compensation. Also, the role of faculty coordinators does not include summative faculty evaluation. Article 6.3 shall apply to work conducted as a faculty coordinator.

The Unit Administrator should review the faculty coordinator job description annually in consultation with the affected unit program faculty, including the faculty coordinator. Nothing above shall preclude the faculty coordinator or any affected faculty member from requesting a job description review as the need may arise. Any adjustments made in the faculty coordinator job description affecting costs must be pre-approved by the Vice President for Instruction.

- C. Selection: All affected unit faculty will have the opportunity to provide input to the Unit Administrator regarding the selection of faculty coordinators for their administrative unit. Part-time faculty may be selected as faculty coordinators. The Unit Administrator's recommendation will be sent to the campus president (or designee) via the appropriate vice president for final selection. Faculty coordinator appointments are intended to

be made on a regular college year basis, but a shorter term basis is permissible. Summer appointments are optional based on the Unit Administrator's assessment of need; these appointments will be made in accordance with Article 4.6.

- D. Compensation: Factors determining compensation may include number of full-time and part-time faculty, student head count and FTE, number of certificates/degrees, level of support staff assigned to the unit, size of departmental materials/supplies budget, summer school planning and departmental complexity factors (e.g., unfilled full-time faculty positions, Unit Administrator with responsibilities beyond one full-time job, high rate of vulnerable students, etc.).
1. Reassigned time: The full-time student contact hour work load as defined in Article 11.3, may be reduced, i.e., faculty may be reassigned to coordinator tasks. The percentage of reassigned time will be as follows:

<u>Average number of hours per week</u>	<u>Percent of reassigned time</u>
10	25%
13	33%
20	50%
26	65%
30	75%

Any percentage of reassigned time that falls between these amounts will be pro-rated according to this table.

2. The faculty coordinator and Unit Administrator can negotiate a higher stipend if the duties require more than 88 hours per quarter.

<u>Average number of hours per quarter</u>	<u>Stipend (2013-15)</u>	<u>Stipend (2015-16)</u>
22	\$726	\$770
44	\$1,452	\$1,540
66	\$2,178	\$2,310
88	\$2,904	\$3,080

4.7 Stipend Rate: Faculty will be compensated at a rate of \$33 per hour for non-instructional duties in academic year 2013-14 and 2014-15, with the number of hours to be negotiated between the faculty member and the Unit Administrator. This rate shall rise to \$35 per hour in academic year 2015-16.

4.8 Summer School. Assignments will be based upon the following conditions: (Seattle Vocational Institute summer school is covered in Appendix G.1 and G.3 in the Agreement.)

- A. Length: Summer school will not exceed forty (40) instructional days in length.
- B. Appointments: Summer school appointments will depend upon enrollment and upon the judgment and decision of appropriate College administration. Low enrollments may result in the cancellation of courses or programs and the subsequent termination of the related faculty appointments. (For course cancellation criteria, see Section 11.6 below.)
- C. Assignments: Summer school assignments will be rotated equitably among all regularly contracted full-time faculty and Priority Hire (PH) faculty members who wish assignments and who are qualified for positions available. So that all faculty within the division are aware of summer assignments, it will be the responsibility of the Unit Administrator to inform each eligible faculty member of the opportunities and potential arrangements. The method of rotating will be determined cooperatively between the unit administrator and faculty of the division. The Unit Administrator will work cooperatively with the faculty, if that division/department faculty wish to be involved, and other administrators in developing summer school programs.
- D. Full-time faculty with split assignments: Full-time faculty with split assignments in two (2) or more divisions/departments shall be eligible for rotation only in the division/department where they have the major portion of their workload.
- E. Summer school shall be paid in accordance with the provisions of Appendix B.

4.9 One-on-One Music Lessons:

To meet the learning needs of music students who wish to receive college credit for one-on-one music lessons, the SCCD and the AFT agree to the following conditions of employment:

Individual music lesson instructors will be paid \$200 per quarter, per credit for one ½ hour lesson per week, with the addition of benefits, subject to the Agreement, except as in item b, below.

Faculty workload, for benefit purposes will be calculated as a function of instructional hours, on a 30 hour workload base, (e.g.: 20 students at 1/2 hour per week, per student = 10 hrs. per week =

10/30 = .3333. Alternatively, 10 students at 1 hr. per week, per student = 10 hrs. per week = 10/30 = .3333 workload.) Workload will apply toward benefits, but not toward the pro-rata threshold.

4.10 Part-time Librarians and Counselors:

Compensation for part-time librarians and counselors will be based on a 30 hour workload except when they are assigned to teach a class, in which case they will be paid according to the established workload as determined in Article 11.3.

Part-time librarians may be called upon to do workshops and classroom lectures sporadically throughout the quarter. The workshops are equivalent in instructional duties to lecture courses and thus, in accordance with Appendix B, should be paid based on a 15 hour workload.

Part-time librarian workshop hours can be tracked on an hourly time sheet for the quarter.

Part-time Librarians and counselors will be paid based on a 30-hour workload except when they are assigned to teach a class or workshop, in which case they will be paid according to the established workload as determined in Article 11.3, on a 15 hour workload. Payment will be made at the end of each quarter.

ARTICLE 5 -- FRINGE BENEFITS

This article defines the fringe benefits for which faculty are eligible as part of their employment with Seattle Community College District.

5.1 Definitions and Eligibility. Unless specifically stated to the contrary, for purposes of this Article the term "full-time" shall mean those faculty paid from the basic full-time salary schedule and who are employed on an annual contract. Full-time faculty are eligible for all fringe benefits.

"Part-time" shall mean all faculty not included as full-time. Part-time faculty are eligible for all benefits in this Article, unless stated otherwise.

5.2 Leave for Illness, Injury, Bereavement, and Emergency. This type of leave is intended to be used in those instances when faculty may find it necessary to be absent from assigned duties because of illness, emergency, bereavement, or injury. Whenever possible, faculty will furnish advance notice to the appropriate Unit Administrator of the necessity to take leave in this category. Such

leaves are governed by the following provisions:

- A. Full-time faculty under contract for at least three (3) quarters will receive twelve (12) days leave commencing the first day upon which work is performed. Such leave entitlement may be accumulated after the first three-quarter period of employment at the rate of one (1) day for each calendar month.
- B. Part-time faculty are eligible to accrue and to take illness, injury, bereavement, and emergency leave on a pro-rated basis, to be calculated by the following formula:

$$1 \text{ day per month} \times \% \text{ of assigned workload}$$

The part-time faculty member must work a minimum of one (1) quarter in nine (9) quarters (excluding summer) to maintain previously accrued compensable and non-compensable leave under this section.

- C. A faculty member who leaves employment with the District maintains previously accrued sick leave for three (3) years.
- D. In the event a faculty member is contracted to assume assignments for any quarter and becomes ill prior to commencing such assignment, such faculty member shall be eligible to use any accrued sick leave benefits, provided the illness is verified in writing with a statement from a health care provider. A "health care provider" is as defined by the federal and state family and medical leave laws.
- E. The first 72 hours (12 days) of sick leave used in an academic year (July-June) will be deducted from compensable sick leave. Thereafter, any additional leave up to 72 hours (12 days) in the same academic year will be deducted from any accrued non-compensable leave. Any additional leave beyond the 72 non-compensable hours, in the same academic year, will be charged to compensable leave.
- F. Such leave may be taken at any time subject to the following conditions and in compliance with the approval procedures set forth:
 - 1. The District reserves the right to request reasonable proof from a health care provider in the event of leaves for illness or injury which exceeds five (5) days.
 - 2. Bereavement leave, up to a maximum of five (5) days per bereavement, shall be granted in the event of a death in the faculty member's immediate family. In the event of out-of-state-travel for immediate family, an additional amount of leave up to five (5) days may be granted by the Unit

Administrator.

Leave time to pay last respects to a very close deceased friend may be granted for a partial day without loss of pay.

3. Emergency leave (not covered by Section 5.4 below) and not to exceed two (2) days per year, shall be granted in the event a faculty member must meet legal, personal or business obligations which unexpectedly arise and cannot be fulfilled outside of the normally posted schedule. Such leave shall exclude attendance at state legislative meetings, lobbying, Association or Union activities or business, fund raising, or other activities of a political nature; leaves for the purpose of seeking prospective employment with another employer, and leaves for holiday or recreational purposes or for gainful employment or self-employment.

G. Transferability

1. Part-time faculty may transfer compensable sick leave balances from another Washington State public community and/or technical college, any state agency, and educational service district, or any other institution of higher education (as defined in RCW 28.b.10.016) when SCCD becomes the sole employer for their part-time employment. Part-time faculty must petition to transfer their sick leave balance any time after the second consecutive quarter in which SCCD has been their sole employer.
2. Part-time faculty hired into a full-time position with SCCD may petition to transfer their compensable sick leave balances from other institutions as defined in 5.2.e above anytime following the day full-time employment commences. Sick leave balances accrued from other Washington State institutions as defined above after the day full-time employment commences cannot be transferred to SCCD.
3. Compensable and non-compensable sick leave earned within the SCCD will be carried forward as earned for part-time faculty hired into a full-time position with SCCD. Upon change from part-time to full-time faculty status, accumulated non-compensable sick leave will be carried forward as non-compensable sick leave.

5.3 Attendance Incentive Program. In January of the year following any year in which a minimum of sixty (60) days of illness, injury, bereavement, and emergency leave is accrued in accordance with Section 5.2 above, any eligible employee upon written request may

receive remuneration for compensable unused illness, injury, bereavement, and emergency leave accumulated in the previous year at a rate equal to one day's current monetary compensation of the employee for each four (4) full days of such accrued leave in excess of sixty (60) days.

At the time of retirement from state service or at death, an eligible employee shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of such accrued leave. Deposit of such monetary compensation into a VEBA (Voluntary Employee Benefit Association) trust account to be used for medical expenses has been authorized by the State Legislature and the District's Board of Trustees. Procedures for administration of VEBA accounts will be addressed by the Agreement Management Committee.

Illness, injury, bereavement, and emergency leave for which compensation has been received shall be deducted from such accrued leave at the rate of four (4) days for each one (1) day's pay.

Payments received for unused illness, injury, bereavement, and emergency leave shall not be included for the purpose of computing a retirement allowance under any public retirement system. Payment under this section shall be only for those days defined as "compensable" in Section 5.2 above.

For purposes of leave calculations and compensation in this section, accumulated illness, injury, bereavement, and emergency leave days taken will be first deducted from accumulated compensable days, and the sixty (60) day minimum accrual must be for compensable days.

Eligibility requirements for retirement buyout of accrued compensable leave shall be as follows:

- A. 30 years of full-time service, or
- B. 60 years of age and 5 years service, or
- C. 55 years of age and 10 years service.

5.4 Personal Leave. This leave is intended to be used for reasons of a personal nature; however, such leave shall not be used for gainful employment or self-employment. A faculty member should notify the Unit Administrator at the earliest possible time of intent to take personal leave (consistent with Article 6.8).

- A. Full-time faculty under contract for at least three (3) quarters will receive three (3) non-accumulative days per instructional year commencing the first day upon which work is performed.
- B. Part-time faculty receive up to a maximum of one day pro-rated

per academic quarter as their personal leave day. Such leave will accumulate during the current academic year. However, not more than two pro-rated personal leave days shall be taken in any one quarter provided that at least two such days have accumulated. Unused accumulated leave shall not be carried forward beyond the end of spring quarter. The percentage of assigned workload will be used to calculate pro-rated benefits for part-time faculty as defined in Article 5.2 above.

5.5 Civic Duty Leave. Leave of absence for jury duty, or to respond to a subpoena for a legal proceeding must be granted to faculty. Any witness fees must be turned over to the District. If the faculty member is a plaintiff or a defendant in a case not related to his or employment, there shall be no compensation.

5.6 Government Service Leave. Leaves of absence will be granted to faculty for military purposes and for service in such federally sponsored organizations as the Peace Corps. Applicable benefits under this Agreement will accrue to leaves granted for such purposes, provided that the faculty granted such leave will indicate a desire to return to the College within ninety (90) days of his or her severance from the above service. The granting of such leave does not confer on part-time faculty a vested right to continued employment, nor to an expectation of such employment. PH faculty will not lose PH status by virtue of such leave, nor shall the taking of such leave be deemed an interruption in service for purposes of determining continued eligibility for placement on the PH list.

5.7 Accident Leave. In the case of accidents which occur to faculty during the working hours and/or while they are carrying out professional responsibilities, the District agrees to maintain maximum allowable coverage under current provisions of workmen's compensation legislation. The District further agrees to review each such accident case on an individual basis with the possibility of providing an uninterrupted salary for the faculty involved. The District shall provide necessary information and forms to the faculty who is filing a claim under the Workers' Compensation Act.

5.8 Parental and Family Leave.

- A. Faculty will be entitled to take a leave of absence without pay for childbirth or adoption for a reasonable length of time and subsequently return to their positions under the same uniform terms and conditions as any other employee. A reasonable period of leave in this context will be interpreted as a maximum of three (3) consecutive instructional quarters, excluding Summer quarter. An employee will not be required to leave work at the expiration of any arbitrary time period during pregnancy.

- B. Part-time faculty members on the PH list shall be eligible for parental leave in accordance with the conditions and in compliance as set forth in this section. Accordingly, the taking of parental leave in such cases shall not be deemed an interruption in service for purposes of determining continued eligibility for placement on the PH list.
- C. Part-time faculty members not on the PH list who have worked six quarters shall be eligible for leave as set forth in this section for a period not to extend beyond the end of the quarter in which the leave is requested.

To be entitled to parental leave under this section, employees will inform their unit administrators one (1) quarter in advance of the intention to take parental leave and the estimated time of return to work.

Disabilities caused by or corollary to pregnancy, miscarriage, abortion, childbirth, and recovery from the above, are temporary disabilities for work-related purposes and will be treated as such in conjunction with health insurance, disability insurance, and sick leave policies. Policies and practices involving matters such as extension of leave time, the accrual of such benefits and privileges such as seniority, retirement, pension rights, and payment under District health or sick leave plans will be applied to disability due to pregnancy or childbirth on the same terms and conditions as applied to other temporary disabilities.

Pursuant to the federal Family and Medical Leave Act of 1993, faculty who have worked for the District during the twelve-month period preceding the request for leave and who are otherwise eligible under the Act shall be eligible for up to twelve (12) workweeks of non-paid leave for a serious personal illness, the birth or adoption of a child, or to care for a spouse, parent or child with a serious health condition as required by the Act. During leave taken under these provisions, the District shall continue to provide the faculty member with medical and dental benefits. Faculty will be reinstated to their positions and other benefits upon return from leave. Requests for Family Leave should be made through the unit administrator to the Human Resources department.

5.9 Leave of Absence Without Pay. Leave of absence without pay may be granted for all or part of an instructional year to tenured faculty. Previously accrued benefits will be retained in cases of such leave. Arrangements for this leave will be made through the Unit Administrator and the appropriate vice president to the campus vice chancellor/ president. Requests for such leave will be made a minimum of thirty (30) days before the quarter in which leave is to commence, if approved.

Part-time faculty may be granted leave of absence without pay during any quarter in which they are employed. Such leave shall not extend beyond the last day of the quarter for which the leave is granted.

Faculty who meet eligibility requirements at the time when granted an official leave of absence without pay will retain membership in appropriate retirement programs; however, contributions to tax-deferred annuities will be suspended during such leave. Such faculty may retain medical/dental and life insurance benefits by paying applicable contributions in full. In such cases, faculty must submit an application and payment directly to the Health Care Authority. (Employee Services will supply the necessary forms and instructions.) Long Term Disability insurance is excluded, although it can be reinstated when the employee returns to the active payroll. Seniority accumulated prior to the leave will be retained.

5.10 Professional Leaves. There shall be three (3) types of professional leave for tenured faculty: Sabbatical Leave, Retraining Leave, and Return-to-Industry Leave. Tenured faculty having completed three (3) or more years of full-time employment with the District (including, if applicable, full-time summer employment) shall be eligible for Sabbatical (Educational) Leave. Tenured faculty who cannot be effectively assigned because of program change, reduction, or termination may request funds for Retraining Leave. Tenured faculty who have completed three (3) or more years of full-time employment with the District (including, if applicable, full-time summer employment) shall be eligible for Return-to-Industry Leave.

Compensation for professional leave shall be based upon the length of the leave as follows:

<u>Leave Length</u>	<u>% Compensation</u>
1 quarter	100%
2 quarters	80%
3 quarters	60%

In any event, pursuant to applicable law the number of individual faculty members to be on leave in any year shall not exceed 4% of the total number of full-time equivalent faculty for any twelve month period.

The application of the above shall not result in reimbursement exceeding the average of the highest quartile of a rank order of salaries of all full-time teaching faculty holding academic year contracts.

Further provided, with respect to return-to-industry leave and consistent with the above restrictions, the Seattle Community College

District will guarantee that the faculty member will suffer no loss in salary or fringe benefits (insurance and retirement contribution) during the period of leave in which the faculty member is gainfully employed in an approved industry.

Requests for Professional Leave will be submitted by the first Friday of December of Fall Quarter, through regular administrative channels to the appropriate instructional vice president. Such requests shall be evaluated by the Professional Leave Committee, which shall make recommendations to the appropriate campus vice chancellor/president. The final decision on awarding of professional leaves will be made by the District Chancellor. Notification to those selected will be made fourteen calendar days prior to the end of Winter Quarter.

Upon approval of such leaves, contractual agreements will be executed between the District and the faculty specifying the length and conditions of the leave.

The applicant's plans for Professional Leave and the demonstrated resources and ability to carry them out will be major factors in evaluating requests for Professional Leave.

Up to three (3) consecutive quarters of Professional Leave may be granted to eligible faculty members. Recipients of Professional Leave must agree in writing to return to the District following completion of the leave and serve in their faculty appointments for a period commensurate with the amount of leave so granted. If the recipient fails to return as agreed, he or she will refund all pay received during the leave period. (Extensions may be mutually agreed upon by the District and the recipient.) The refund requirement of this paragraph, however, shall not apply to individuals whose positions have been eliminated in accordance with Article 8. Recipients of Professional Leave shall accrue full seniority and experience credit for salary movement for the period during which they are on leave.

With regard to Retraining Leave, the District agrees, within enrollment and fiscal limitations, to provide a suitable assignment to faculty when they return. In the event a suitable assignment cannot be made, the faculty will not be expected to repay salary paid to them during the leave.

The recipient of a Professional Leave may request additional leave without pay beyond the professional leave period. Approval for any additional leave period must be obtained at least one (1) quarter prior to the scheduled return from the appropriate unit administrator, vice president, and the campus vice chancellor/president. The campus vice chancellor/president will stipulate the terms upon which

additional leave may be granted.

Recipients of Professional Leave will submit a written report and/or evaluation concerning their Professional Leave activities to the Professional Leave Committee and the appropriate unit administrator within one (1) quarter after returning from such leave. One (1) copy of this report will be forwarded by the Committee to each campus library for cataloging and circulation. Recipients failing to file such report, acceptable to the Committee on the basis of its consistency with the recipient's proposal, within the stipulated period, shall refund fifty percent (50%) of the pay received to the District. Such refunded monies shall be made available for other Professional Leaves.

An individual awarded Professional Leave will not work in the District during the period of leave.

5.11 Replacements for Personnel on Leave. Depending on the length of faculty leave, it may be necessary to hire either a substitute for periods of less than 20% of the course contact hours, or a replacement for a period beyond 20% of the course contact hours (for period of thirty (30) days or more). In either case, the substitute or replacement faculty shall be informed of the estimated length of their assignments and the employment category (part-time, full-time probationary faculty appointment, full-time special faculty appointment, or full-time non-tenure track as per Section 4.3).

5.12 Status Upon Return From Leave. When a leave recipient returns to the District (excluding individuals whose positions have been eliminated in accordance with Article 8), he or she shall be placed at the same or similar position on the salary schedule at a salary no less than the one received prior to the beginning of the leave. In all cases involving leave with pay, seniority shall have accumulated during the time of leave.

5.13 Insurance Programs. The District agrees to make available group medical, dental, life, and other appropriate insurance programs consistent with the rules and regulations of the Public Employees Benefits Board or its successor(s) and as funded by the Legislature. Furthermore, applicability of any of the following benefits is subject to Article 16.3 of this Agreement. Determination of benefit eligibility is based on quarterly workload. Part-time faculty are eligible for Life/AD&D, Medical/Dental Insurance, Basic Long Term Disability Insurance, and Optional Long Term Disability Insurance benefits if they are employed at fifty percent (50%) of a full-time load or more and are rehired in the second quarter at fifty percent (50%) or more of a full-time load. In such cases, eligibility begins in the second quarter. Once enrolled, the faculty member is eligible to continue the insurance, but does not receive the employer's contribution in any

quarter in which the faculty member does not work at least half of a full-time load or meet the averaging requirements referenced below in paragraph (a). However, such continuation may not be for longer than six (6) consecutive quarters in which a faculty member does not work at least half of a full-time load for one (1) quarter, or does not meet the averaging requirements referenced below in paragraph (a).

Part-time faculty members may also qualify for employer contributions for health care benefits through workload averaging in accordance with Washington State law. The District shall notify all part-time instructors of their potential right to employer contributions for health care benefits through workload averaging. A part-time faculty member must notify the District Benefits Office of his/her potential eligibility to maintain health care coverage during the regular academic year and/or during the summer through averaging.

For purposes of this provision, simultaneous employment as a part-time faculty member at other Washington State public institutions of higher education shall count toward the fifty percent (50%) eligibility criteria. If such employment is at another Washington State community or technical college, it shall also count toward workload averaging referenced in paragraph (a). If such employment is at a Washington State four (4) year institution of higher education, it shall not count toward averaging referenced in paragraph (a). The part-time faculty member shall be required to notify the District Benefits Office of such employment.

5.14 Parking. Parking fees shall be assessed in accordance with the fee schedule adopted and approved by the Board of Trustees. Should capital improvements or Transportation Management Program (TMP) requirements necessitate an increase in parking fees, the AFT shall be involved in a committee comprised of all constituencies for the purpose of reviewing the fee structure prior to final adoption by the Board. Full-time faculty and PH faculty members who are scheduled to work at or above 50% of a full-time load may pay for annual parking permits through payroll deductions.

5.15 Retirement Program Options. The District shall make available retirement options as provided by statute and will make contributions to TIAA/CREF at the appropriate rate; WSTRS will be funded by the State at rates established under separate allotments to that system.

5.16 Special Retirement Privileges.

- A. Full and part-time faculty members meeting the following criteria shall be eligible for special privileges upon retirement from SCCD:

1. 25 years of service as a district faculty member, or
2. 15 years of service and having reached age 60.

B. Special privileges shall include the following:

1. upon request, special identification card;
2. library privileges;
3. attendance at graduation, with special recognition for emeritus faculty;
4. free parking while participating in college events, if space is available;
5. half-price admission for designated college activities;
6. enrollment in district classes at senior citizen tuition rate and conditions;
7. access to PE facilities at 50% of regular faculty rate;
8. upon request, opportunity to maintain their campus email account for two (2) years from their date of retirement.

C. Emeritus Faculty Status: Faculty meeting the criteria for special retirement privileges shall also be eligible to be nominated for special recognition as emeritus faculty. Such recognition shall be recommended by the AFT and granted by the District Board of Trustees to faculty in accordance with the following nomination and selection process (below). The Faculty member must be in good standing.

1. The nominating process shall include the following steps:
 - a. The retiring faculty member gives notice in writing of intention to retire and/or requests consideration for emeritus status to the campus President or his or her designee one quarter in advance of intended retirement date.
 - b. The full and part-time faculty in the appropriate faculty division or work unit nominate the retiring faculty member for emeritus status. Faculty are eligible for nomination for one (1) year from the official date of retirement.
 - c. AFT Executive Board reviews the request to assure that criteria have been met. Nominations must reach the AFT office by the first Friday in February.

- d. SCCD Chancellor reviews the request.
 - e. SCCD Board of Trustees reviews and grants faculty emeritus status.
- D. The rank faculty emeritus may be awarded posthumously to a retired faculty member who had 20 years of service in the district, or 15 years of service and dies in service.

ARTICLE 6 -- PERSONNEL POLICIES

6.1 Personnel Files.

The official personnel file for each faculty member shall be maintained by the District, and that file shall be located at the District headquarters. This paragraph, however, shall not preclude the maintenance of operational files of faculty by their respective unit administrators and all lawful payroll records by the business office. The operational files shall not contain faculty medical information and shall not be used to initiate disciplinary proceedings.

Only the Employee Services office staff, the individual faculty member, the immediate unit administrator, the appropriate vice president, the college president, and the District Chancellor shall have access to the file. All parties having access to the file shall exercise great care to protect the confidentiality of materials in the file. Faculty may review the contents of their own personnel file by appointment with the District Employee Services office. Upon the faculty member's request, a representative of the AFT may be present when the file is being reviewed.

Information may be placed in the personnel file only after a copy has been provided to the faculty member and only after opportunity of at least one (1) calendar week has been provided to sign and date the material and to attach any written response or other documents related to the information in question. The faculty member's signature shall be deemed only an acknowledgment that he or she has seen the material and has been provided such opportunity to respond. The signature shall not signify that the faculty member necessarily agrees with the content of the material. Placement of information in the personnel file must be made within thirty (30) calendar days from the date that the faculty was given the opportunity to sign.

Except in extraordinary, emergency situations, no action may be taken against a faculty member unless such action is based on materials that have been placed properly in the personnel file.

Faculty shall be given a copy of any employment notice (ENSRC)

affecting their employment status.

At any time upon mutual agreement between the District and the faculty member, any document will be removed immediately from the District personnel file.

6.2 Complaints. Faculty members will be notified in writing by the appropriate administrator within five (5) working days of receipt at any administrative level of any substantive complaint from any source regarding their performance. If the administrative level is not that of the faculty member's unit administrator, simultaneous written notification shall be made to that administrator. Following such notification, the unit administrator shall schedule a timely meeting with the faculty member to discuss the complaint informally and, if possible, to resolve it. Such meeting shall normally take place during the faculty member's assignment period at a time mutually agreeable to all parties. The faculty member is encouraged to attempt to resolve the matter informally with the complainant, if the complainant agrees to this approach.

Formal Complaint. When the complaint reaches the formal level, the designated campus official will send a copy of the formal complaint to the faculty member and unit administrator within five (5) working days. Proceedings will be scheduled at a time mutually agreeable to all parties.

If a faculty member is not available, chooses not to participate in the complaint proceeding, or does not acknowledge receipt of the complaint within five (5) working days of the notification of the formal complaint, the complaint may proceed without the faculty member's direct involvement. The results of the proceeding will be sent to the faculty member, unless s/he is not available, upon its conclusion.

Resolution of the complaint is to be concluded within fifteen (15) working days of notifying the faculty member. Either party may request an extension of fifteen (15) working days. Longer extensions must be agreed to by both parties.

No complaint shall result in disciplinary action unless the complaint is reduced to writing, signed, and dated by the complainant.

If disciplinary action is deemed appropriate by the unit administrator, s/he shall proceed in accordance with Section 6.3 below, provided, however, that any documents associated with the discipline shall be treated in accordance with the provisions of Section 6.1 above regarding personnel files.

Nothing in this section shall be construed as taking the place of normal evaluation procedures as set forth below, nor as taking the

place of dismissal procedures as set forth in Article 8 of this Agreement. Nor shall this section be deemed to provide the only basis for discipline.

The faculty member shall have the right to AFT representation in implementation of this section.

Discrimination complaints (i.e., sexual harassment, hostile work environment, etc.) shall be directed to the designated campus official.

6.3 Discipline. Discipline shall be only for just cause and shall be progressive as applied to the specific facts of the case involved. Disciplinary documents and all materials upon which discipline is based shall be treated in accordance with Section 6.1 above. The faculty member shall have the right to AFT representation in any disciplinary proceeding, including investigatory interviews with the employee.

6.4 Health and Safety. The District in cooperation with the AFT shall provide a safe and healthful environment in compliance with applicable federal and state laws as well as related District policy. The District and the AFT will promote a positive climate for ensuring such compliance.

- A. The District agrees that no faculty member should work, or be directed to work, in a manner or condition that does not at least comply with minimum accepted safety practices or standards as established by applicable law. Recommendations by relevant professional bodies may also be considered.

A faculty member who has reason to believe that an unsafe working condition exists may report the condition, in writing to the unit administrator and/or an appropriate supervisor. Upon receipt of the written report, the administrator shall investigate and provide a written response to the faculty member within three business days. The written response will indicate whether or not an unsafe working condition exists and, if so, the proposed remedy.

- B. The District agrees to create and maintain College Safety committees in accordance with applicable law. The committees shall have access to information about health and safety complaints and shall have the ability to investigate and evaluate such complaints.

In accordance with applicable law, the District will provide the safety committees and the AFT with timely notification of any College or District-wide decisions that have a potential impact on

safe working conditions.

- C. The District will, within budgetary considerations, provide proper desks, chairs and other equipment to maintain ergonomically appropriate faculty office spaces. Training will be offered in the proper use of equipment.

6.5 Selection of Faculty.

A. Full-Time Faculty

1. Full-time tenured faculty will have the opportunity to be significantly involved in the development of the advertised job description qualifications. Except under unusual circumstances, a new full-time faculty position shall be advertised for at least thirty (30) calendar days prior to the date the position is to be filled. Only the campus vice chancellor/president or the District Chancellor may, after consultation with the AFT President, waive this requirement.
2. College administrators, with the assistance of Employee Services, shall arrange a review of the applicants' qualifications, credentials and other pertinent materials by a candidate selection committee comprised of the following voting members: the unit administrator and three (3) faculty (selected by the tenured faculty of the division). The appropriate affirmative action officer will be an ex-officio member of the candidate selection committee. Interviews of at least five (5) qualified applicants will be held by the candidate selection committee. The committee may interview fewer than five (5) applicants if acceptable to the appropriate vice president. If the committee cannot interview at least five (5) applicants and the vice-president does not concur with the number of applicants the committee has selected to interview, the position will be re-advertised for at least thirty (30) days unless a shorter period of time is mutually agreed to between the committee and the appropriate vice president. Qualified candidates who are on the part-time priority-hiring list of the appropriate campus unit and who apply for the position will be interviewed.

A candidate search committee of more than 3 faculty or a committee of the whole may be established when:

- a. Faculty in the division make such a request;
- b. A majority of faculty in the division support the request and;
- c. Notification is sent by the college to the AFT President

3. Based on the candidate selection committee's review of the applicants' qualifications and interviews, the committee will recommend three (3) candidates but may recommend additional candidates. If the committee cannot recommend three (3) candidates and the vice president does not concur with a recommendation of at least two (2), the position will be re-advertised for at least thirty (30) days unless a shorter period of time is mutually agreed to between the committee and the appropriate vice president. The candidates will be recommended by the candidate selection committee via the unit administrator to the appropriate vice president who shall forward his or her recommendations and those submitted by the committee to the campus vice chancellor/president for the final selection.
4. If the campus vice chancellor/president does not select any of the recommended candidates, he or she shall meet with the appropriate faculty for discussion of the matter and review of selection criteria, after which the selection process will be repeated.
5. In the event a new or vacant full-time position is opened, current tenured full-time faculty shall have first priority for such positions. Any such faculty member requesting a transfer will submit a transfer request to the HR Administrator and the hiring Unit Administrator within fifteen (15) calendar days. Within the next fifteen (15) calendar days, the faculty member requesting transfer will meet with the candidate selection committee to determine the faculty member's match with the qualifications of the position, the interests of the faculty member and the quality of fit between she/he and the department.

Within five (5) calendar days of this meeting, the candidate selection committee will make a decision regarding the transfer, and the unit administrator will notify the faculty member of the decision. If the decision is to refuse the transfer, the faculty member will be provided with a letter specifying the rationale for the decision. The faculty member will have the option of making a written request for a review of the process by the Vice President for Instruction within five (5) calendar days of the receipt of the letter; the VPI will provide a written response within five (5) calendar days of receiving the request from the faculty member. If the process was followed completely, the decision by the candidate selection committee will stand. If it was violated by the candidate selection committee, the faculty member will be granted an interview at the executive level before

any other interviews are conducted for the vacant position.

When two (2) or more present faculty are equally qualified based on the above criteria, then the most senior will be selected. If a faculty member applies after that fifteen (15) calendar day period then that person will be considered on the same basis as other applicants.

6. A full-time instructor who intends to vacate a full-time position through transfer, retirement, approved leave, or resignation will notify the unit administrator in writing. When the Administration receives official notification that a full-time faculty position will be vacated, the AFT will be informed of the vacancy within 30 working days after official notification is received.

When a full-time vacancy occurs because of retirement, resignation, or unpaid leave, the position will normally be filled with a temporary full-time faculty member in accordance with Article 4.3 by the end of the following quarter. In the event that the vice president for instruction (or equivalent) determines that budgetary constraints or program reductions make replacement with a full-time faculty member inadvisable, the appropriate vice president (or equivalent) will meet with the involved faculty, the unit administrator, and an AFT representative, no later than the end of the quarter following the vacancy (fall, winter, spring, excluding summer) before making a decision. The purpose of the meeting will be to discuss program staffing needs.

B. Part-Time Faculty

Any interested faculty in each department/division in conjunction with the unit administrator shall develop a registry of qualified available candidates to be considered for part-time positions as the need occurs, except in cases of emergency. Faculty shall have the opportunity to be involved in the development of the job description, screening criteria and the selection process.

6.6 Affirmative Action. The District and the AFT will abide by the District Affirmative Action Plan as presently constituted or as it may hereafter be modified by the Board of Trustees, provided, however, that in the absence of AFT agreement, no such modification shall be made if it alters or conflicts with any provision of this Agreement. A copy of the most recent plan will be forwarded to the AFT upon approval.

6.7 Peer Observers.

125 peer observers will be provided a stipend, on an annual basis,

for peer observations. The peer observers can be either full time faculty or part time Priority Hire List faculty. However, no more than 50 of the stipends will be allocated to part time PHL faculty. By the end of Winter Quarter, the SCCD will determine the distribution to the colleges of the 125 stipends for the following year. The distribution of positions will be proportionate to the number of faculty at each campus, though unfilled peer observer slots can be reallocated to other campuses.

By the third week of Spring Quarter, the Vice President for Instruction and the Faculty Senate President(s) will meet to determine the divisional distribution of the peer observers for the following academic year.

Unit administrators will notify faculty of the availability of peer observer positions.

Full time and priority hire faculty who are interested in serving as Peer Observers should notify their unit administrator within one month of notification of available slots.

Peer observers will be selected by the faculty in the division during Spring Quarter, for the following year.

Unfilled peer observer positions may be transferred to another division and/or campus as appropriate. Peer observers are required to attend training provided by the Faculty Development Program during Fall Quarter of each year.

6.8 Professional Obligations. Professional obligations consist of instructional and additional obligations. Instructional obligations will take precedence over all. Specific instructional obligations and the criteria for evaluating them are developed at the departmental/divisional level in accordance with Articles 6.10 and 7.4. However, this does not diminish the importance of additional obligations such as the following.

A. Obligations for all faculty include:

1. teach assigned classes at the times and places scheduled.
2. make prior provision for instruction with the unit administrator in case of anticipated absence.
3. notify the unit office at the earliest possible time in case of absence.
4. abide by published examination schedules, or if no final examination is given, be available to students for instructional or consulting purposes during such period.
5. submit student grades in compliance with campus requirements and within established timelines.

6. provide unit administrator and students with a syllabus, consistent with the master course outline, for each course assigned.
 7. revise and update course content, student assignments and activities, when necessary, consistent with the master course outline.
 8. stay current in areas of assignment and in teaching techniques.
 9. provide counseling related services to students (counselors).
 10. provide library information services for the Instructional Resource Centers (librarians).
 11. respond to work-related communications when requested.
 12. provide learning management system access to technical support staff as needed, and unit administrators as necessitated by the investigation of complaints.
- B. Additional obligations exclusively for full-time faculty include the following:
1. work with administration on developing new programs or making major curriculum revisions, relevant to the viability of the discipline or the program; training and level of support, which may include compensation, will be determined in consultation with administration.
 2. provide routine preventive maintenance of instructional equipment, and monitor equipment, and supply inventories if applicable.
 3. offer consultation to students in the area of faculty's expertise.
 4. participate on district/campus/unit committees, peer observations, reviews (performance, curriculum and program).
 5. hold office hours in accordance with Article 11.4.

6.9 Academic Freedom and Faculty Rights.

A. A Statement of Academic Freedom and Faculty Rights

This institution is based on the illimitable freedom of the human mind. Here, we are not afraid to follow truth wherever it may lead, nor to tolerate error so long as reason is left free to combat it.

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

We reaffirm our support of academic freedom because of a sense of

obligation to the community which needs our services and because of our professional responsibility for free inquiry.

Academic freedom implies not only the unconditional freedom of discussion in the classroom, but also the absence of restriction upon the faculty's teaching method. Every faculty is presumed competent and responsible until specific evidence is brought forward to the contrary. No suspicion concerning either the judgment or the goodwill of the faculty should find any place in our administrative regulations or customary procedures.

B. Academic Freedoms and Faculty Rights

1. Classroom Freedom: No restraints other than those required by the nature of the curriculum shall be placed on academic employees regarding the content of their teaching or conduct of their classes.
2. Library Collection: There shall be no censorship of library collections.
3. Constitutional Freedom: Academic employees' rights as citizens shall not be diminished or alienated as a condition of employment or retention.
4. Freedom of Association: No academic employee shall be required to join or refrain from joining any organization as a condition of employment or retention.
5. Freedom of Petition and Silence: Individual academic employees and organizations shall not be denied the right to state or refuse to state their views before any legislative, administrative or faculty body.
6. Right to Organize: There shall be no abridgement of the right to organize with others to protect group interests, or to join existing unions or other organizations for such purposes.
7. Additional Rights: Additional rights of faculty concerning tenure, a grievance procedure, and personnel records are described in detail in the basic sections of this Agreement.

6.10 Evaluation of Faculty and Programs.

The AFT Seattle and the District are committed to ongoing evaluation to ensure quality teaching and professional conduct of faculty.

A. Observation Guidelines

Observations will be scheduled at a mutually agreed upon time. The purpose of the observation is to provide feedback intended to support the professional development of the faculty member. The unit administrator reserves the right to conduct more than one administrative observation per quarter. However, if more than two observations are conducted within the quarter, a written explanation will be provided to the faculty member.

If a program has opted to meet the standards of a professional organization or accrediting body which requires a member of the profession to evaluate performance of skills, formative evaluations by a faculty member in the same program may be conducted and included as part of the administrative evaluation.

B. Evaluation Guidelines

Faculty within a department in conjunction with the unit administrator will develop criteria by which faculty will be evaluated. Such criteria will be provided to the faculty member within thirty days of the first day of the quarter.

We underscore the distinction between faculty peer observation and administrative evaluation of faculty. Administrative evaluation will be conducted by the unit administrator or a faculty member's supervisor and should include classroom observation, review of student evaluations, a written summary of faculty performance based upon previously determined criteria, a discussion with the faculty member, and a response and signature of the faculty member. The signature does not confer a faculty member's agreement with its contents. After review of the evaluation, if deemed unsatisfactory, an improvement plan may be devised. Such a plan may include peer observation and mentoring by faculty colleagues.

C. Classroom Student Evaluation Guidelines

Faculty will conduct quarterly student evaluations. Student evaluations will be given to the administrator as defined for each faculty group specified in this article. Should an evaluation be developed by an individual faculty member, it will include questions assessing the faculty member's strengths, areas for improvement and general feedback. The faculty member being evaluated shall not be present in the

classroom while the students are completing the evaluation. Student evaluations for at least one class each year may be administered by the administration. Administration reserves the right to review all student evaluations for the previous three quarters in which the faculty member has taught if a student complaint has been filed.

D. Evaluation

1. Post-tenure Evaluation of Full-Time Faculty

- a. Student evaluations: Results from one quarterly student evaluation each year will be given to the unit administrator.
- b. Administrative evaluation: Once every three years there will be an administrative evaluation of each faculty member's professional obligations as defined by Article 6.8. The Vice President for Instruction or his/her designee will review concerns from either the faculty member or the unit administrator about the outcome of the evaluation process.
- c. Performance Review: The unit administrator may conduct performance review at any time. In such instance, the faculty member shall be required to meet with a committee comprising two tenured faculty members and the administrator. They shall notify the AFT Seattle and the appropriate vice president that performance review is being initiated. The performance review committee will review and evaluate the faculty member's performance, using a variety of means for assessment, which may include student evaluation and classroom observation. As required, the committee will recommend methods for improvement and for monitoring the process and correction of the faculty member's performance. The committee will provide the vice president with quarterly reports on the progress of the review and will submit a final report not later than one year from the start of the review process. This report will indicate either satisfactory completion of the process, a need for extension, or a finding of no resolution.

To select two faculty members for the review committee, the faculty member and the unit administrator shall each prepare a list of three

names, from which the two committee members shall be selected by mutual agreement. If no agreement is reached, the campus senate president for the AFT Seattle and the appropriate vice president will each choose one member from the two lists.

2. Tenure-track Full-Time Faculty and Probationary Core Faculty
The evaluation process for full-time faculty on the tenure track is described in Article 7. Evaluation for IEL probationary Core faculty is in Appendix H.10.
3. Non-Priority Hire Part-Time Faculty, Including Temporary Full-Time Faculty without Priority-Hire Status
 - a. Student evaluations: Part-time faculty not on the priority-hire list (PHL) as defined in Section 10.7 and those appointed to a full-time temporary position who have not previously attained priority-hire status shall provide the results of all anonymous student evaluations to the unit administrator.
 - b. Administrative evaluation: It is the intent of the SCCD administration to conduct evaluations of non-priority-hire faculty as early as possible in a faculty member's employment in an SCCD instructional unit. Administrative evaluation should occur before the beginning of the fifth quarter within the nine (9) out of twelve (12) quarter sequence outlined in Article 10.7.a.
4. Priority-Hire (PHL) Faculty, including Temporary Full-Time Faculty with Priority Hire Status
 - a. Student evaluations: Results from one quarterly student evaluation each year will be given to the unit administrator.
 - b. Administrative evaluation: Every three (3) years, each faculty member will have a comprehensive administrative evaluation consisting of a review of student evaluations, a written self-evaluation by the faculty, and classroom observation by the unit administrator or faculty member's supervisor.
5. Special-funded, full-time, non-IEL faculty
 - a. Student evaluations: These faculty shall provide the results of all anonymous student evaluations to the unit administrator. Upon satisfactory completion of

nine (9) quarters (excluding summer), these faculty will conduct anonymous student evaluations quarterly and submit one (1) evaluation per year to the unit administrator.

- b. Administrative evaluation: It is the intent of the SCCD administration to conduct evaluations of these faculty as early as possible in a faculty member's employment in an SCCD instructional unit. Administrative evaluation should occur before the beginning of the fifth quarter of employment.
 - c. Once every three (3) years, there will be an administrative evaluation of each faculty member's professional obligations as defined in Article 6.8. The Vice President for Instruction or his/her designee will review concerns from either the faculty member or the unit administrator about the outcome of the evaluation process.
- A. Program Review: Each unit/program (instructional, library, counseling) will hold at least one meeting annually to discuss unit/program outcomes with the unit administrator and faculty.

6.11 Selection of Unit Administrator.

- A. Selection of Unit Administrator: The following guidelines apply to the selection of a unit administrator.
- 1. The appropriate vice president will convene a committee-of-the-whole or a representative faculty group. The candidate search committee will comprise the following voting members: faculty selected by the faculty of the administrative unit, a unit administrator selected by the vice president, and, if applicable, a non-faculty employee with a reporting relationship to the unit administrator position in question. The unit administrator serving on the candidate search committee shall be someone other than the outgoing unit administrator unless agreed upon by the faculty of the unit and the vice president. This committee shall be involved in the development of the job description, screening criteria, and the search process. The affirmative action officer will be an ex-officio member of the candidate search committee. The search committee will be chaired by the unit administrator on the committee.
 - 2. The search committee, acting as noted in item 1 above, will recommend at least three (3) candidates to the appropriate

vice president. The vice president will forward the list of candidates, along with his or her recommendations, to the campus president. The vice president, at her/his discretion, may approve the search committee forwarding on fewer than three final candidates.

3. If the campus president does not select any of the recommended candidates, she or he shall meet with the search committee for discussion of the matter and review of selection criteria, after which the selection process will be repeated.

B. Interim Replacement of Unit Administrator

1. When the need for an interim appointment occurs, the AFT Seattle President and the affected faculty will be notified immediately by the District.
2. The vice president will submit the job description of the vacated unit administrator position to the affected faculty. If the responsibilities of the position have significantly changed, a generic unit administrator job description shall be used.
3. Faculty may submit names of potential candidates among those to be considered by the vice president within seven (7) calendar days after receipt of the job description from the vice president.
4. The vice president will inform the faculty in writing of his/her selection for the interim appointment, and the reasons for that selection.
5. Interim appointment will be for up to six months, during which time the search process for a permanent unit administrator will commence as described in section (a) above.
6. In the event a successful hiring process cannot be completed within the six month period, faculty in the unit will have an opportunity to provide feedback to the vice president regarding the interim unit administrator's performance. Such feedback will be shared with the AFT Seattle President prior to an extension of the original appointment. AFT Seattle and affected faculty will be informed of the status of the permanent search, and the vice president will meet with the search committee to identify appropriate next steps in the process.

7. The interim appointment will be extended until the hiring process has been successfully completed. Unit faculty shall have an opportunity to provide feedback every six months the interim unit administrator is in the position.

6.12 Faculty Identification Cards. The administration will issue faculty identification cards to all full-time faculty and part-time faculty on the part-time priority-hiring list. Faculty identification cards will be issued to other part-time faculty upon request.

ARTICLE 7 -- TENURE PROVISIONS

The following rules on tenure are established: (a) to protect faculty employment rights and faculty involvement in the establishment and protection of these rights in the Seattle Community College District, and (b) to define a reasonable and orderly process for the appointment of faculty to tenure status, or for the nonrenewal of probationary faculty.

7.1 Definitions. As used in this Agreement,

- A. "Administrative Appointment" describes employment in a specific administrative position as determined by the appointing authority. Tenured faculty, upon appointment to an administrative position, except that of District chief administrative officer, will retain tenure in their faculty status.
- B. "Appointing Authority" is the Board of Trustees of Community College District VI.
- C. "Faculty Appointment" describes full-time employment as a teacher, counselor, librarian, or other position for which training, experience, and responsibility are comparable as determined by the appointing authority, except administrative appointments. "Faculty Appointment" will also mean division, department, or other administrators who have had and do have status as teachers, counselors, or librarians. "Faculty appointment" shall not mean, however, "special faculty appointment" as defined by RCW 28B.50.851(2)(b), provided that the conditions prescribed therein governing transfer and/or termination shall apply. "Faculty appointment" also shall not mean full-time faculty non-tenure track appointments as described in Article 4.3.

- D. "Faculty Peer" describes a tenured faculty member within the same trade or discipline or most closely related trade or discipline.
- E. "Probationary Faculty Appointment" describes a faculty appointment for a period of time not to exceed nine consecutive quarters excluding summer quarter and approved leaves of absence. Probationary faculty may be non-renewed without cause in accordance with the law and this Agreement.
- F. "Probationer" describes any individual holding a probationary faculty appointment.
- G. "Tenure" describes a faculty appointment for an indefinite period of time which may be granted by the appointing authority at any time and may be revoked only for sufficient cause and by due process.
- H. "Tenure Review Committee" describes a five-member review committee which is comprised of three (3) of the probationer's tenured faculty peers, a member of the administrative staff of the College, and a student representative. The Committee shall have duties including but not limited to evaluation of each probationer with regard to granting or withholding tenure.
- I. "Unit" describes a division or department consisting of six (6) or more individuals holding full-time-faculty appointments. In the event that such a unit does not exist, "Unit" shall mean a combined body of the most closely related trade or discipline until six (6) individuals holding faculty appointments are in the unit.

7.2 Tenure Review Committee Selection.

- A. The Tenure Review Committee for each probationer will consist of five (5) individuals, to include three (3) tenured faculty representatives of the administrative unit to which the probationer is assigned. If possible, the faculty representatives will be chosen from the specific discipline or subject area of the probationer. The fourth member of the committee will be the unit administrator, who also will chair the Tenure Review Committee. The fifth member will be a student representative appointed by the Associated Student

Body in accordance with procedures for such appointment established by the Student Body Government. The student may be a full-time or part-time student and, to the extent possible, shall be knowledgeable of the probationer's discipline or field of specialty.

- B. Faculty representatives shall be elected by the faculty peers in the administrative unit acting as a body.
- C. Tenure review committees shall serve as standing committees until such time as the probationer is either granted tenure or the probationary faculty appointment is non-renewed. Vacancies on the committees shall be filled in the same manner as the original appointment was made.

7.3 Functions of Tenure Review Committees.

- A. A tenure review committee will be responsible for monitoring the performance of the probationer until she or he is granted tenure or until the probationary faculty appointment is non-renewed. The tenure review committee will observe the progress of the probationer for the purpose of recommending tenure, extension of probation, or non-renewal. In the performance of this function, the committee may request information from other members of the administrative unit, from the probationer's students, and from supervisors relative to the probationer's performance of assigned duties.
- B. The recommendations of a tenure review committee may be referred for ratification to the tenured members of the administrative unit. This procedure will also be used at the discretion of the committee or at the request of the campus president.
- C. The tenure review committee for a probationer will be formed during the first quarter of probationary status.

7.4 Evaluation of a Probationer.

- A. Evaluation of a probationer may include student response, classroom observation, peer evaluation, supervisory evaluation, and self-evaluation. This evaluation must include performance against criteria established by the faculty/administrative unit and reviewed when a new probationer is hired. If the unit does not establish criteria, the

unit administrator may establish the necessary criteria for evaluation of a probationer. The criteria must be reviewed and discussed by the tenure review committee and may be revised to fit the needs of an individual probationer by the agreement of the committee.

- B. The tenure review committee will be responsible for furnishing the probationer with appropriate performance criteria and objectives in written form, to include the methods of performance evaluation to be used. The committee will hold a minimum of one (1) quarterly review conference with the probationer. The substance of these conferences will be recorded in written form and will be forwarded through administrative channels to the appropriate vice-president or campus president. Observed areas needing improvement should be put in writing and discussed in conference as soon as possible. A professional improvement plan intended to address these areas must be developed and reviewed by the committee. Both the committee and the probationer must be aware that the primary purpose of the committee, in addition to monitoring and evaluation, is to assist the probationer in meeting the requirements of assigned duties and in fulfilling the objectives set by the committee.
- C. As an indication that the probationer has knowledge of all probationary information, the written records of all conferences, reports, and evaluations will be disclosed to and signed by the probationer by the end of the quarter in which they are produced, or, if not available at that time, no later than the following quarter.
- D. The tenure review committee will arrange at least one (1) classroom visit per quarter with teaching probationers. These visits and the resulting observations will be recorded in written form as part of the probationer's evaluation materials.
- E. Documents other than those produced or requested by members of the tenure review committee will not be placed in the tenure record except by the agreement of the members of the committee. Probationers have the right to respond in writing for the record to any documents placed in their record. If complaints of substance that may affect the decision are brought to a committee meeting or to committee members, and the probationer has not been previously informed, a decision by the committee will be deferred for at

least two (2) working days to provide the probationer an opportunity to respond before a decision is made.

7.5 Tenure Review Committee Reports. During faculty probation, the responsible tenure review committee will report as follows:

- A. In the first probationary year, the committee for each probationer will forward via the appropriate vice-president to the campus president a report of its activities, observations, evaluations, and also its recommendation to award tenure, to non-renew, or to extend probation for an additional year not later than three (3) weeks prior to the last day of the second quarter.
- B. In the second probationary year, the committee will follow the same procedures as for the first probationary year, submitting its recommendation three (3) weeks prior to the end of the fifth quarter.
- C. In the third probationary year, the committee's final recommendations must be forwarded via the appropriate vice-president to the campus president by the second week of the eighth quarter. Final recommendations should be either to award or deny tenure.
- D. Upon formal recommendation of the review committee and with the written consent of the probationary faculty member, the appointing authority may extend its probationary period for one, two, or three quarters, excluding Summer Quarter, beyond the maximum probationary period established herein. No such extension shall be made, however, unless the review committee's recommendation is based on its belief that the probationary faculty member needs additional time to complete satisfactorily a professional improvement plan already in progress and in the committee's further belief that the probationary faculty member will complete the plan satisfactorily. At the conclusion of any such extension, the appointing authority may award tenure unless the probationary faculty member has, in the judgment of the committee, failed to complete the professional improvement plan satisfactorily.
- E. Copies of all tenure review committee reports and recommendations for any probationary year will be furnished to the probationer in a timely fashion (see 7.4 above) and also forwarded to the campus president via the appropriate

vice-president through regular administrative channels. In addition, the Tenure Review Committee's recommendations for such probationary year will be discussed in conference with the probationer and the basis for the Committee's recommendation explained to the probationer.

- F. If the first- or second-year probationer disagrees with the Tenure Review Committee's or the Administration's recommendation, she or he shall be given the opportunity to present his or her case before the campus President prior to the final action. If a third- or fourth-year probationer disagrees with the Tenure Review Committee's or the Administration's recommendation, she or he shall be given the opportunity to present his or her case before the Chancellor and then before the Board of Trustees prior to final Board action.

7.6 Other Considerations. The beginning of a probationary faculty appointment for faculty commencing full-time employment at other than Fall Quarter shall be in accordance with the law, as shall the treatment of such faculty hired to replace full-time faculty on leave.

7.7 Exclusion From the Grievance Procedure. The provisions of this Article shall be excluded from grievance and arbitration. Nothing in this section shall be construed to prevent application of the definitions contained in 7.1 to other articles in this Agreement.

ARTICLE 8 -- DISMISSAL

Tenured faculty members shall not be dismissed except for sufficient cause, nor shall a faculty appointment be terminated prior to the written terms of said appointment except for sufficient cause. Dismissals shall be governed by the following provisions:

8.1 Reasons for Dismissal. Sufficient cause for dismissal shall exist for any of the following:

- A. Neglect of duty;
- B. Inefficiency;
- C. Incompetence;
- D. Insubordination;
- E. Conviction of a crime involving moral turpitude;
- F. Gross misconduct;
- G. Abandonment of position;
- H. Physical or mental incapacity;
- I. Willful violation of published institutional related Board or State Board for Community and Technical Colleges rules or

- regulations;
- J. Program termination or program reduction;
- K. Financial emergency as defined by RCW 28B.50.873;
- L. Conviction for any of the following:
 - 1. aiding or abetting or participation in any unlawful act of violence;
 - 2. aiding or abetting or participation in any unlawful act resulting in destruction of Community College property or the interference with the orderly conduct of the educational process;
- M. Failure to meet agency-shop-dues or representation-fee requirements.

8.2 Dismissal Proceedings - Selection of Hearing Committee. For purposes of the formal proceedings addressed in Section 8.4 below, a Dismissal Hearing Committee shall be formed during the first 30 days of Fall Quarter each year. The Hearing Committee will be formed by the following process, which will be administered by the District Human Resources Office:

- A. The six (6) seats on the committee will be designated Position 1, Position 2, Position 3, Position 4, Position 5, and Position 6.
- B. Position 5 will be held by a student representative who shall be a full-time student and shall be chosen by the student association of the particular community college in such a manner as the members thereof shall determine.
- C. Position 6 and an alternate Position 6 will be held by administrators appointed by the District Chancellor.
- D. The individuals selected to fill the four (4) remaining seats on the Hearing Committee will be tenured faculty and will be elected by a majority vote of the tenured faculty in the District as follows:
 - 1. Two (2) individuals will be nominated for each of the positions 1 through 4 by a District-wide random selection process as described in item d.5 below.
 - 2. Two (2) individuals will be nominated to run for each of four (4) alternate positions identified as Alternate 1, Alternate 2, Alternate 3, and Alternate 4.
 - 3. The nominees receiving a majority of the votes cast

will be elected.

4. In case of a vacancy in any of positions 1 through 4 occurring any time after the election, the vacancy will be filled by alternates, beginning with Alternate 1.
 5. A District-wide random selection process will be developed by the President of the AFT and the District Chancellor. This selection process will be designed to remove any element of preselection or predisposition from the Hearing Committee selection process.
- E. The Hearing Committee will select one (1) of its members as chair.
- F. Faculty elected to the committee or as alternates shall serve only until the Fall Quarter of the year following their election, except when a matter brought before them continues past that date. However, even when a matter continues past Fall Quarter, a new committee will be elected at that time to sit for new matters that may arise. Faculty are exempt from serving consecutive terms on the committee.

8.3 Preliminary Proceeding Relating to Dismissal - Informal Meeting(s). Before any official dismissal action is taken by the campus vice chancellor/president or District Chancellor against a faculty member holding a faculty appointment, the faculty member shall receive from him or her (1) oral or written notice of the charges, (2) an explanation of the evidence supporting the charges, and (3) an opportunity either in person or in writing (or both) to present reasons why the proposed action should not be taken. The faculty member shall have the right to be accompanied by an AFT representative at any meeting held.

8.4 Dismissal Proceedings - Formal Hearing. Upon completion of the requirements of Section 8.3 above, the campus vice chancellor/president or Chancellor (as appropriate) may proceed by providing a written statement to the affected faculty member(s) and the chairperson of the Hearing Committee. The statement shall include particulars of the proposed dismissal, the legal authority and jurisdiction under which the hearing is to be held, and reference to the particular statutes or rules involved. The statement shall also include the date, time, and place of the formal hearing, which shall be a formal, contested-case hearing held in accordance with the provisions of RCW 34.05, as now or hereafter amended.

The formal, contested-case hearing shall be held not less than twenty (20) days after the statement is served on the faculty member.

The campus vice chancellor/president or District Chancellor (as appropriate) shall select a hearing officer by requesting a panel of proposed hearing officers from the American Arbitration Association. The faculty member shall have the right to delete up to two (2) names from the panel submitted. The campus vice chancellor/president or District Chancellor shall then designate a hearing officer from the remaining names or may request another panel of proposed hearing officers from the American Arbitration Association, in which case the faculty member will have the further opportunity to delete up to two (2) names from the alternate panel.

The designated hearing officer shall conduct a formal hearing according to the provision of RCW 34.05 as now or hereafter amended. The Dismissal Hearing Committee shall attend all hearings and at the discretion of the hearing officer shall examine any witness called.

The hearing officer shall conduct the hearing and transmit to the Board of Trustees the record of the hearing and his or her findings of fact, conclusions, and recommendations regarding the proposed dismissal.

The Dismissal Hearing Committee, based upon evidence presented at the hearing, shall transmit a recommendation to the Board of Trustees.

The Board of Trustees shall adopt findings of fact and shall render a decision based upon the record. In rendering such a decision, the Board shall give careful consideration to the recommendations of the Dismissal Hearing Committee.

Each side shall have an opportunity to make written or oral argument to the Board prior to the Board's final decision.

If the findings of fact as adopted by the Board are different from the proposed findings of fact by the hearing officer, the Board shall issue preliminary findings of fact. Each side shall have an opportunity to argue before the Board concerning any proposed changes in the findings of fact to be adopted.

Unless otherwise requested by the faculty member, all hearings shall be closed; however, interested parties, including students, will be given an opportunity to present evidence.

Except for such simple announcements as may be required

covering the time of the hearing and simple matters, no public statements about the case by either the faculty member, the Dismissal Hearing Committee, or administrative officers shall be made until the final decision is announced by the Board of Trustees in open session. The announcement of the final decision shall include the findings of fact of the Board of Trustees and the recommendations of the Dismissal Hearing Committee.

It is agreed that, prior to final dismissal action, the District shall not abridge the full employment rights and privileges of a faculty member recommended for dismissal by the campus vice chancellor/president or District Chancellor. The faculty member may be suspended, however, prior to the final decision of the Board of Trustees if immediate harm to the affected employee or others is threatened by his or her continuance. Any such suspension shall be with pay.

It is agreed that in the event of disputes regarding this section, the faculty member shall have the right to appeal the final decision of the Board of Trustees in accordance with the provisions of RCW 34.05.

In the event of reduction-in-force per Article 8.1.k, the formal hearing must be conducted in compliance with RCW 28B.50.873 notwithstanding any other language in this section.

8.5 Dismissal Proceedings - Reduction-in-Force. Dismissal of faculty members for causes set forth at Section 8.1.j and Section 8.1.k above shall also be governed by Article 9 below and Appendix D, Reduction-in-Force of Full-Time Academic Employees. Faculty members dismissed for either such cause shall be deemed to be "on layoff" and shall have the recall rights set forth in Appendix D. Upon reinstatement, the faculty member shall retain all benefits, such as sick leave, tenure, and seniority, that he or she had accrued to the date of layoff.

8.6 Exclusion From Grievance Procedure. The provisions of this Article shall be excluded from grievance and arbitration.

ARTICLE 9 -- SENIORITY

9.1 Seniority List. The Fall Quarter 1993 seniority list under the predecessor Agreement as published in its final form shall be carried forward and shall be deemed correct in all material respects. The District shall update the seniority list as new full-time faculty are employed and shall provide corrected individual pages for affected faculty, unit administrators, and the AFT. The complete list shall be revised at least once every five years, beginning in 1995, and

distributed to full-time faculty members and the AFT by November 15th of that year.

Disputes regarding any seniority list published during the life of this Agreement shall be appealed in writing to the District chancellor and the AFT president (or their designees) within thirty (30) calendar days of the date that the list is distributed to the faculty. Disputes that are not resolved by the District chancellor and AFT president (or their designees) may be referred to Step Three of the grievance procedures (arbitration) by the AFT.

9.2 Seniority. Full-time faculty seniority for purposes of Sections 5.9, 5.10, 5.11, 5.13, 6.5.e, 8.5, Article 9, Appendix D, Appendix E.6 and Appendix H.10 shall be calculated in the following manner:

Seniority for full-time faculty members will date from the beginning of continuing full-time-faculty employment with Seattle Community College District, Washington Community College District VI, or any predecessors. Seniority shall accrue as long as the faculty member is in the bargaining unit, including times when she or he is on paid leave, provided, however, that in no case shall application of this provision result in less seniority for a faculty member on the Fall 1987 Quarter list (final form) than shown on that list. Seniority will be calculated and applied on a District-wide basis (except for Intensive English Programs and Seattle Vocational Institute).

Ties in seniority shall be broken in the following order:

- A. Date of part-time employment
- B. Date of letter of intent to accept employment
- C. Date of application for employment

9.3 Retention of Seniority. A faculty member having left the bargaining unit but then returning to it shall retain the seniority accrued prior to her or his exit.

9.4 Records. When occasion for determination of seniority procedure arises, the personnel records in the custody of the District Human Resource Office will be used to make the determination.

ARTICLE 10 -- PROVISIONS REGARDING PART-TIME FACULTY (EXCLUDING COMMUNITY SERVICE AND NON-CREDIT CONTRACT COURSES AS DEFINED IN APPENDIX F)

10.1 District Publications. The names of part-time faculty on the priority-hiring list will be included in the District catalog and telephone directory. They will also be listed in the published quarterly class schedule, if class assignments have been made

before the publication date. In addition, they will be provided with a copy of the District's Factbook. Other part-time faculty will be provided copies upon request.

10.2 Released Time for Professional Activities. Part-time faculty will be eligible for released time for prior-approved, work-related professional activities.

10.3 Vocational First Aid Courses. The District shall provide First Aid courses for part-time faculty at no expense to the individual faculty member.

10.4 Compensation for Canceled Classes. Part-time faculty (excluding full-time faculty who are teaching beyond workload) shall be compensated at 8% of the course salary if the course is cancelled within seven calendar days prior to the start of the course. Part-time faculty whose course is cancelled after the course's scheduled start date shall be compensated 8% of the course salary plus the percentage of the course taught. In the event a part-time faculty member is reassigned to a class with the same course number, or is a PH faculty member with a guaranteed workload for the quarter, no additional compensation beyond the course salary will be required. (See Article 11.6.b.4.)

10.5 Awards. Part-time faculty shall be eligible for District service awards.

10.6 Special-Case, Two-Quarter Contracts. Part-time faculty will be eligible for a special-case, two-quarter contract in which the two-thirds (2/3) requirement may be averaged between the quarters to allow for division schedule flexibility. In no case will the load exceed eighty percent (80%) of a full-time load in one quarter and will not exceed an average of two-thirds (2/3) of a full-time load for both quarters.

10.7 Priority Hiring List.

- A. Part-time faculty who have been employed at an average of 50% time or more for nine (9) of the last twelve (12) quarters (excluding Summer Quarter), and who have satisfactorily completed the evaluation process in 6.10 shall be placed upon a department/division priority employment list.
- B. Such priority shall be consistent with previous percentage workload assignments up to and including 2/3 load for all faculty (except for 78% load for assignments based on a mix of 15 and 18 hour loads and 75% in Intensive English Language Programs) and shall provide a right of first refusal for any divisional/departmental assignments on their qualifying list with

the exception of Summer Quarter assignments or assignments required to maintain a full-load for full-time faculty. If a course assigned by the unit administrator is subsequently cancelled or reassigned, the faculty member maintains a right of first refusal, defined below.

This consistent workload assignment is guaranteed for the following quarter (except Summer Quarter) unless the PH faculty member is notified in writing no later than 30 calendar days prior to the end of the current quarter (except Fall Quarter, for which the faculty will be notified by the last day of Summer Quarter). If a faculty member's workload varied from quarter to quarter during his/her qualifying period so as to not average a normally available workload percentage, 50% will be used as the guaranteed workload percentage for assignment purposes. In order to maintain a guaranteed load, the unit administrator may assign the PH faculty member, if qualified, courses not on his/her qualifying list and/or non-teaching duties.

The qualifying list shall include courses taught within the twelve (12) quarter qualifying period and can be modified as follows: any course taught in three separate quarters during the previous three years before ratification or subsequent to establishment of the original qualifying list, shall be added to the list by the unit administrator; courses may be deleted from the list by review with the unit administrator based on evaluations.

PH faculty will be informed about the division/department scheduling process and may provide input to that process. In the event that priority claims within a division exceed assignments available within that division, the priority shall be based upon the total contact hours taught within the division; the individual with the highest number having the greatest priority.

Definition: Right of First Refusal: Right of first refusal is an agreement for each quarter that provides PHL faculty the right to meet their consistent workload by requesting classes from their qualifying list before non-PHL part-time faculty. If a class assigned to a PHL faculty is cancelled or reassigned, that PHL faculty shall have their guaranteed workload met by either (1) being offered two options of classes that she/he is qualified to teach or by (2) being assigned non-teaching duties.

- C. The establishment of a priority-hiring list does not confer on part-time faculty a vested right to continued employment or to renewal of employment, nor to an expectation of such employment. However, in the event the District elects to hire part-time faculty in any given quarter, a part-time faculty

member on such a list shall have the right of first refusal to carry out assignments for which he or she qualifies under this section.

D. Priority Hire List Removal

1. PHL faculty may be removed from the list in the event of unsatisfactory evaluation or misconduct after a performance improvement plan has been implemented and found unsuccessful. PHL faculty may also be removed from the list for the third instance of failing to notify the unit administrator 15 days prior to the beginning of the next quarter that they are unable to teach that quarter (provided that they have agreed to their assignment prior to the 15 days).

Removal shall be initiated by a letter from the appropriate vice president to the faculty member informing him or her of unsatisfactory performance. This letter shall detail the reason or reasons and shall set the time and date for an informal meeting between the affected individual, the unit administrator, and the vice president. This meeting shall be held within ten (10) working days of receipt of the above-referenced letter. The part-time faculty member will be given the opportunity at this meeting to present oral and written materials and to discuss in detail the question of performance. The faculty member shall have the right to AFT representation.

2. The vice president shall issue in writing his or her decision to the affected PHL faculty within ten (10) working days of the meeting. The affected faculty member shall be deemed to have accepted this decision unless written notice of appeal is received by the applicable campus president within ten (10) working days from receipt of the vice president's decision.
3. The president shall set the date for an informal hearing within fifteen (15) working days of receipt of the appeal. The president shall conduct such informal hearing in accordance with the provisions of RCW 34.05 as now or hereafter amended. At this hearing both the affected part-time faculty member and the vice president or designee shall be given opportunity to present oral and written materials regarding the part-time faculty member's performance. The president's decision, which is final for all purposes and is not grievable nor arbitrable, shall be issued within ten (10) working days of completion of the hearing process. The effective date of removal from the part-time hiring employment list shall be ten (10) working days after

receipt of the vice president's decision or upon the president's decision if appealed to the president.

- E. Individuals who have not taught for four (4) continuous quarters (excluding Summer Quarter, substituting and guest lecturing) or have given notice of resignation shall be dropped from the part-time priority hiring list and accumulated hours will be forfeited. It will be necessary to re-establish eligibility by meeting the 50% average assignment for nine (9) of the next twelve (12) quarters and with satisfactory evaluations as in 10.7a.
- F. The District shall update and publish the priority hiring list quarterly for each division and department and for counseling and the library. Copies of such lists shall be forwarded to the AFT President.

10.8 Availability for Student Consultation. Part-time faculty members shall be expected to be available for student consultation (on an appointment basis) in addition to classroom contact hours.

ARTICLE 11 -- OPERATIONAL POLICIES

11.1 Instructional Year

- A. There will be 172 work days beginning Fall quarter, 2004-05, including 165 instructional days (or their equivalent).
- B. The 165 instructional days (or their equivalent) shall be scheduled in accordance with the instructional year calendar (Appendix C).
- C. The non-instructional days will consist of work as follows:
 - 1. One such day, shall be used at the discretion of the District chancellor.
 - 2. Utilization of three of these days will be determined by the unit administrator in conjunction with the unit faculty. Such work might include (on either a group or individual basis) course and curriculum development, laboratory maintenance, routine preventive shop maintenance, review and/or preparation of audio-visual instructional aids, etc.
 - 3. Faculty will work with their unit administrator, and document upon request, the use of three additional non-instructional days for activities such as: curriculum and textbook review; writing recommendations; graduation attendance; student-group advising; school, community, industry liaison; program review; Technical Advisory Committee (TAC)

meetings; review and/or preparation of audio-visual aids; technology upgrades; professional development activities; web development and maintenance; community building; email maintenance; meeting preparation; and other tasks.

- D. Counselor and librarian assignments may include workdays that are outside the normal instructional year calendar provided such assignments are between the second Monday of September and the Friday of the week following the last day of instruction for Spring Quarter. Such assignments will be made on an equitable rotation basis among the qualified individuals and in such instances compensatory time off shall be at a time convenient to the individual.

Assignments outside the period described above shall require concurrence of the individual faculty member. Such assignments shall be paid on a pro-rata basis unless there is mutual agreement between the unit administrator and the individual regarding compensatory time during the regular instructional year.

- E. Individual negotiations shall take place between administrator and counselor prior to change of assignment from day to night duties or one campus to another involving more than 1/4 time.
- F. Upon mutual agreement between the individual and the unit administrator, full-time tenured faculty members may substitute Summer Quarter for a customary Fall, Winter, or Spring Quarter. In such instances, employment will be guaranteed for the Summer Quarter regardless of enrollment. Pay for such purposes shall be based upon the applicable rate during the quarter for which Summer is being substituted.

11.2 Instructional Day. Without prior approval of the faculty, no faculty can be assigned contact hours to exceed a contiguous period (span) of seven (7) hours, including meal and travel times.

The daily assignment span may be increased where it can be satisfactorily demonstrated to the parties to this Agreement that the extension of the limit is beyond the control of the administration.

"Satisfactorily demonstrated" shall mean that courses necessary to maintain a full load are not available within the span, and that mutual agreement has not been reached regarding alternate non-instructional assignments or annualization, provided that the quarterly load was determined according to Section 11.3 below.

Nothing in this section is to be construed that: (a) the teaching span must be seven (7) hours in length; or (b) faculty are expected to be

on campus for this entire span if their professional duties require their presence elsewhere.

11.3 Weekly Workload. Based on, but not limited to, individual faculty capabilities, considerations of student needs, facilities, budget, state guidelines and long-range plans, the unit administrator, in conjunction with the unit faculty who choose to be involved, shall cooperatively develop schedules of student load, and all other matters relevant to classroom instruction.

Class size is established in the development or revision of master course outlines and approved through the faculty-driven curriculum committee responsible for recommending new courses and course revisions for approval by the campus Vice President for Instruction.

The weekly workload shall consist of assignment of student contact hours for each faculty. With the concurrence of the individual faculty, maximum weekly contact hours may be averaged on an annual basis. Maximum weekly contact hours are not to be construed as a required total hourly assignment. In order to provide an equitable basis among various disciplines of the College, the following limits are established:

<u>Type of Instruction</u>	<u>Contact Hours</u>
A. General Lecture (except no faculty shall be assigned more than three (3) composition classes within the 15-hour workload). This includes instruction in ESL classes numbered 080 and higher.	15
B. Laboratories:	
1. Science, physical education, art, music and drama	15-18 (a)
2. Business and Commerce, Health/Medical, Home and Family Education, mixed lecture and lab	18-20
3. Engineering Technologies, mixed lecture lab	18-20
4. Nursing (Except for Certified Nursing Assistant programs)	18
C. Trade and Industrial occupation and shops Certified Nursing Assistant programs	25 (b)
D. Special Programs (e.g., ABE & ESL; this excludes ESL classes numbered 080 and higher. See a. above)	20

E. Clinical Assignments	25-30
F. Counselors, Librarians, Catalogers and non-teaching personnel	30

Notes:

- a. Any combination not to exceed eighteen (18), provided, however, not more than twelve (12) lecture credits may be assigned without the concurrence of the faculty member.
- b. Vocational faculty in block instructional programs shall receive a minimum of a 15-minute break per day which is a part of the twenty-five (25) contact hour load.

11.4 Office Hours.

In addition to the contact hours mentioned above, full-time faculty in the general lecture category shall average five (5) office hours per week at a time convenient to the faculty and the students. Faculty with contact load assignments of more than fifteen (15) but less than twenty (20) hours per week shall maintain an average number of office hours which is the difference between their teaching workload assignments and twenty (20). Faculty with twenty (20) and more contact hour assignments may consider their office hours as included in their teaching load.

These hours must be posted by each faculty member's office, convenient for student viewing.

Full-time ABE/ESL faculty may opt into holding up to three weekly office hours. Office hours that are in addition to a faculty member's 20 hour workload will be compensated at the stipend rate.

All hours covered in this section shall be posted by each faculty member's office, convenient for student viewing.

11.5 Travel Reimbursement. Faculty who, in the course of carrying out their assigned obligations to the District, must travel from their principal location are first urged to make use of any available College-owned vehicles for such travel. If such use is neither practical nor possible, faculty may use their private automobile and will be reimbursed at the statutory rate per mile from the site of primary work assignment. Reimbursement shall include round-trip costs if the assignment requires faculty to return to their usual work place on the same day, or it may include additional one-way mileage which is required to fulfill duties at a secondary location.

11.6 Course Cancellation.

- A. The following factors will be considered in determining whether classes in certificate or degree programs will be canceled. It shall be the responsibility of the administration to evaluate these general factors in arriving at a class cancellation decision.
- Established state student/faculty ratios
 - Status of FTE generation on a campus-wide basis for certificate/degree programs
 - Status of FTE generation on a district-wide basis for certificate/degree programs
 - Status of assigned FTE, district-wide, annualized (including projections of applicable, e.g., Fall, Winter)
 - Effect on morale of students and faculty
 - Budgetary implications
 - Feasibility of offering new sections of already-filled or nearly-filled courses
- B. In applying the above, additional evaluation shall be given to ensure:
1. That strong consideration be given to the continuation of:
 - a. required courses,
 - b. sequential courses, and
 - c. infrequently offered courses.
 2. That a balanced, in-depth, convenient schedule of offerings be maintained to the extent possible.
 3. That full-time faculty whose classes are canceled will be reassigned to another class to make up that portion of their contractual load. Alternate non-instructional duties may be assigned upon mutual agreement between the faculty member and the unit administrator.
 4. That classes taught by part-time faculty and extra classes taught by contract faculty (those classes taught in addition to an assigned workload/contract assigned workload) which are canceled shall result in no remuneration or pay or assignment to the faculty whose class is canceled other than for those class hours met prior to cancellation (except as provided in Article 10.4).
 5. That the earliest possible communication with affected faculty is made relative to the potential or actual need to cancel a class.
- C. Following judicious analysis and consideration of the above

factors and the recommendations made by faculty through their administrative unit, the administration will determine which classes will be canceled.

11.7 Evaluation of Administrators: Annual Evaluations for administrators with responsibility for instruction will include an opportunity for the faculty within the unit, division, or college to provide anonymous performance feedback. College administration and/or Employee Services will oversee the evaluation process, evaluation content, and all other matters related to the evaluation of administrators.

ARTICLE 12 -- POLICY DEVELOPMENT AND IMPLEMENTATION

12.1 General. The Board subscribes to the concept that those affected by Board policies will have a voice in the development of policies. Accordingly, the District agrees that faculty will serve in a non-voting capacity on the Board of Trustees. One faculty representative will be elected by the faculty and will serve for a minimum of one year, receiving salary credits at the same rate as for joint committees. The faculty representative will be eligible to attend all meetings of the Board except when the Board determines that private discussion on a sensitive matter is desirable.

12.2 District and Campus Joint Committees.

- A. A joint committee is a committee that is initiated by any administrator above the level of unit administrator, has been approved by the Chancellor/President or designee, and includes administrators and faculty.
 1. A District-wide joint committee is a committee that is initiated by a vice chancellor (including a president in his/her role as vice chancellor) or the Chancellor, and includes administrators and faculty. The SCCD will provide the AFT president with written notification of the intent to establish any new District-wide joint committee.

Joint committees operating at the District level include:

PLC – Professional Leave Committee
CGC – Curriculum Grants Committee
FDAC – Faculty Development Advisory Committee
DDLDC – District Distance Learning Committee
IPFDC – International Programs Faculty Development Committee

2. Other joint committees may be formed in accordance with

Article 12.2.a. In addition, ad hoc joint committees may be formed by written agreement between the Administration and the AFT president.

- B. Faculty members on the PLC, CGC, FDAC, DDLC, and IPFDC will be named by the AFT.
- C. The membership makeup of the PLC, CGC, and DDLC will be four faculty and four administrators. The membership of the FDAC will be nine faculty and three administrators. The membership of the IPFDC will be three faculty and two administrators.
- D. A record of committee membership will be maintained at the District Human Resource Office with a copy supplied to the AFT president.
- E. The AFT president or designee and the District Chief Human Resources Officer or designee may attend any of the above committee meetings in an ex-officio capacity.
- F. Committee minutes, recommendations and reports of District-wide joint committees will be sent to the District chancellor and the AFT concurrently. The District chancellor shall report to the committee the disposition of any recommendation.

Minutes of campus joint committee meetings shall be forwarded to the appropriate campus AFT Senate President.

- G. District Distance Learning Committee (including eLearning). The District and AFT share a mutual interest in providing the highest quality learning opportunities to the widest possible range of students. The District and AFT seek to provide leadership and innovation in meeting the distance education needs of students from diverse populations consistent with the mission of the District.

The District Distance Learning Committee will consist of four faculty and four administrators, including the Chair. The chair of the committee will be the Vice Chancellor responsible for Distance Learning or designee. This appointment should not be construed as precedent setting for the selection of chairs of other joint committees.

The committee will plan, evaluate, review, and communicate Distance Learning issues and provide input on relevant policies.

Committee minutes, recommendations and reports of the DDLC

will be sent to the District Chancellor and the AFT.

12.3 Budget Development.

- A. Budgeting will include the participation of all budgetary units and all appropriate members of the College community. Budgeting process guidelines will be based upon generally accepted College and University Budgeting/Accounting Principles and not in conflict with Office of Financial Management and State Board for Community College Education requirements.
- B. The District chancellor will provide for an annual meeting with members of the College community to present the annual initial budget prior to its submission to the Board of Trustees. As soon as the working budget for all campuses and the District Office is approved by the District chancellor's cabinet, it will be transmitted to the AFT.

The Chancellor's Cabinet shall meet at least quarterly with the AFT president, the campus AFT Senate Presidents and the AFT president for part-time faculty to review District budgetary matters. Opportunity for timely input regarding major District budgetary matters shall be provided prior to determination.

- C. The AFT will be provided with a copy of the approved initial annual budget.
- D. Unit administrators will review budget revision requests with members of these units prior to submission of requests exceeding the following sums:

Intra-department or division \$1,000.00

Extra-department or division \$3,000.00

- E. The campus AFT Senate President will be furnished a copy of intra-college and extra-college budget revision requests exceeding \$3,000.00.

12.4 Performing Arts. The District will continue to fund a performing arts allocation for each year of this agreement at the level of \$5,000 for each campus.

12.5 Hold Harmless Clause. The Board agrees that any participation by the faculty in policy formulations, budget development, budget execution, hiring and tenure granting, and removal is purely advisory and therefore will hold the faculty individually and collectively harmless from any criticism, litigation or

loss of previous compensation alleging misfeasance or malfeasance.

ARTICLE 13 -- CURRICULUM DEVELOPMENT

The purpose of this Article is to provide the funds and procedures necessary to implement curriculum development grants in the District.

13.1 Curriculum Approval/Review Process. Newly developed and adapted courses will go through the campus curriculum approval process. For credit-bearing courses meeting degree requirements, the process shall include input from campus program unit faculty and appropriate administrators, in consultation with appropriate advisory groups. Academic, accreditation, statutory, licensure, and specific contractual requirements and the need for continuity and coordination of course content within and between departments of the college shall be factors of consideration in such determination and development.

13.2 Curriculum Projects. It is the expressed intent of the Board and the AFT to involve a maximum number of faculty in the planning and development of innovative and exemplary programs, techniques, and materials, especially as they relate to the improvement of instruction. Accordingly, the District shall budget an amount of twenty thousand dollars (\$20,000) for each instructional year of this Agreement to be used for faculty-initiated curriculum projects. In addition, the District shall budget an amount of ten thousand dollars (\$10,000) for each instructional year of this Agreement to be used for curriculum projects initiated by part-time faculty and for part-time-faculty professional development. Such funds shall be administered by the Curriculum Grants Committee.

13.3 Award of Curriculum Grants. The Curriculum Grants Committee will establish procedures for awarding curriculum grants. The committee will also review, judge, and make recommendations for awards to the District chancellor or the chancellor's designee. Final approval and award of curriculum grants will be made by the District chancellor. Notification will be made by the end of Spring Quarter.

Upon approval of each project, a contractual agreement will be executed between the District and participating faculty. The contract will provide for a return of funds or a withholding of funds if the project is not finished by the completion date; however, if a project cannot be completed because of extenuating circumstances, an appeal may be made to the appropriate committee. Recommendations of the committee will be forwarded to the District

chancellor for appropriate action.

Curriculum development funds may be used only for allocations to faculty and to cover associated supportive personnel and supply costs. Monies not expended by June 30 of each year will remain in the Curriculum Development Fund.

13.4 Ownership of Instructional Materials. Instructional materials developed under grants, stipends, or other District funds or with the use of institutional resources, such as staff support or specialized equipment or software (not including faculty office computers), from the District and/or College by faculty for courses offered in the District shall become the property of the District for District-wide use. The District and individual faculty shall negotiate a development contract describing compensation and ownership conditions before development work begins. The right to retain, release, sell, lease, copyright, or loan the material for other purposes is subject to negotiation between the District and the faculty which will result in an individual written agreement prior to use. Instructional material not created under grants, stipends, or other District funds nor with the use of institutional resources such as staff support or specialized equipment or software (this does not include faculty office computers) from the District and/or College by faculty for courses offered in the District remain the property of the faculty. This section is subject to applicable statutes as now or hereafter amended.

ARTICLE 14 -- PROFESSIONAL DEVELOPMENT

The Board and the AFT are dedicated to the maintenance and improvement of a comprehensive community college as defined by the State of Washington's Community College Act enacted in 1967 and as thereafter amended. Essential to this end is the development of a competent, student-oriented, secure and dedicated faculty who are uniquely qualified to meet the challenge of the Seattle metropolitan area. Accordingly, the following provisions regarding professional development are established.

14.1 Faculty Development Program. The Board and the AFT believe that excellence in instruction will be encouraged through provision for instructional evaluation, in-service education, development grants to individuals and groups, and attendance at professional conferences. Accordingly, the District shall support such activities through the Faculty Development Advisory Committee, as described in Section 12.2.

The function of the Faculty Development Advisory Committee shall be to develop procedures and an annual plan and budget for faculty or joint faculty-administration proposals for any of the activities listed in

the first paragraph of this section. The plan and budget for the following year shall provide for a reasonable balance among campuses and types of activities. The procedures and the annual plan and budget shall be submitted to the chancellor for approval by the first week of Spring Quarter.

The Committee's procedures shall include criteria and a process for the submission and screening of grant proposals. The final recommendations by the Committee for funding of proposals shall be submitted to the chancellor for approval.

14.2 District Faculty Development Program Coordinator. The District agrees to provide one hundred percent (100%) release time to a full-time tenured faculty member to serve as the District Faculty Development Program Coordinator throughout the academic year, i.e., Fall, Winter and Spring Quarters. The District Faculty Development Program Coordinator shall be appointed annually by the chancellor through an open application process with recommendations of candidates made by the District Faculty Development Advisory Committee. This person shall facilitate communication among identified district faculty development committees and convene the District Faculty Development Advisory Committee. The District Faculty Development Program Coordinator also communicates, supports, and coordinates faculty development opportunities with SCCD administrators and faculty throughout the district and on the individual campuses. In addition, the District Faculty Development Program Coordinator convenes the District Faculty Development Advisory Committee, attends the Professional Leave, International Programs, Curriculum Grants and Distance Learning Committee meetings and coordinates their activities through the committee chairs. This person also monitors budgets, coordinates grant processes, provides in-service education, and assists in the monitoring and revising the process used by students to evaluate instruction/instructors.

The District agrees to assign a support staff member throughout the calendar year at a workload of a minimum of 50% to assist the District Faculty Development Program Coordinator. The District also agrees to \$60,000 in funding for the District Faculty Development Program. Faculty development grants are approved by the chancellor through recommendations from the Faculty Development Advisory Committee.

- A. The District Faculty Program structure shall be as follows:
1. Faculty Development Advisory Committee (FDAC)
 2. Curriculum Grants Committee (CGC)
 3. Professional Leave Committee (PLC)

4. International Programs Faculty Dev. Committee (IPFDC) IPFDC funding, Committee composition, program development, and distribution of IPFDC grants and awards are set by the District. The current committee composition is two administrators and three faculty members. The IPFDC chair shall work with and inform the District Faculty Development Program Coordinator of IPFDC activities, e.g., awards, grants, exchange opportunities, training workshops, etc.
5. District Distance Learning Committee (DDLC) DDLC funding, program development, and distribution of DDLC grants and awards are set by the District. The administrator responsible for distance learning districtwide shall work with the District Faculty Development Program Coordinator in the planning and development of faculty training and grant opportunities for distance learning.

14.3 Tuition Waivers. In support of on-going professional and education development, tuition waivers will be provided to full-time faculty and faculty who work 50% or more on a "space available" basis for a registration fee according to RCW 28B.25 as now or hereafter amended.

14.4 Certification Requirements. Vocational-technical faculty must meet the certification requirements as provided by the Washington State Community and Technical College Personnel Standards (WAC 131.16) and the current Seattle Community College District personnel standards.

14.5 Released Time for Professional Activities. Faculty will be eligible for release time for prior-approved, work-related professional activities.

ARTICLE 15 -- GRIEVANCE PROCEDURE

15.1 Purpose of Procedure and Definition of Grievance. It is the declared objective of the Board and the AFT to encourage the prompt resolution of all grievances. Accordingly, the following grievance procedure is established to provide an orderly and expeditious procedure for this resolution.

A grievance is defined as a complaint concerning any condition, action, or lack of action on the part of the District that the AFT or a current or former faculty member believes to be a violation, misinterpretation, or misapplication of this Agreement. This Grievance Procedure shall not apply to any matter on which the Board is without authority to act.

15.2 Consolidation of Grievances. When two (2) or more grievances involving the same alleged violation have been submitted, the District and the AFT may agree to consolidate them for processing.

15.3 Individual Filing. A faculty member shall have the right to present a grievance to the District and to have such a grievance adjusted without intervention of the AFT as long as the adjustment is not inconsistent with the terms and conditions of this Agreement and provided further that the AFT has been given opportunity to be present at such adjustment and to make the views of the AFT known.

Any grievance covered by this section shall be presented in writing to the appropriate administrator within the time limits specified in Section 15.4 below. The administrator shall notify the AFT in writing within five (5) calendar days of the receipt of the grievance, which shall then be treated as a Level One grievance in accordance with Section 15.7 below. Service of the Level One answer shall be to the grievant, with a copy provided to the AFT.

Special Note: Level One, as described in 15.7 below, shall be the only level for such grievances unless the AFT finds the adjustment is not consistent with the terms and conditions of this Agreement, in which case the AFT may itself file the grievance at Level Two. If the District does not answer the grievance at Level One, however, the individual grievant may file at Level Two. Under no circumstances may an individual grievant take the grievance to arbitration: as provided below, arbitration is a step to be pursued at the sole discretion of the AFT.

15.4 Timeliness and Requests for Information. Grievances shall be processed as rapidly as possible. Time limits expressed herein (Article 15) may be extended by mutual agreement. A grievance to be timely must be filed in writing not more than thirty (30) calendar days after the aggrieved's cognizance of the facts upon which the grievance is based. The level of filing shall be in accordance with Section 15.6 below.

In calculating calendar days as used in this Article, those days that fall between the end of finals week in any of the four quarters and the beginning of the next quarter shall be excluded.

All data, records and information necessary to the processing of a grievance shall be made available to the grievant and to other appropriate parties in a timely and expeditious manner.

15.5 Failure to File an Answer. Failure at any step of this

procedure to communicate the decision of a grievance within the specified time limits shall mean that the grievant may deem the grievance denied and may therefore appeal it to the next step (except as otherwise provided in this Article). Failure at any step of this procedure to appeal a grievance to the next step shall be deemed acceptance of the decision rendered at that step.

15.6 Filing to be at Lowest Possible Level. In all cases, a grievance shall be filed at the lowest level of administrative organization having authority to resolve the grievance. If requested to do so by the AFT (or in cases of filings made in accordance with Section 15.3 above, by the grievant), the campus vice chancellor/president or District chancellor shall specify who has such authority.

15.7 Levels of the Grievance Procedure. Grievances shall be handled in the following manner:

Level One: If the grievance cannot be adjusted informally, it shall be reduced to writing, dated, and signed by the grievant and the AFT representative. The written grievance shall state the facts upon which it is based, the applicable provision(s) of this Agreement, and the remedy sought. Receipt of the grievance shall be acknowledged in writing by the administrator who shall answer the grievance in writing within fifteen (15) calendar days of its submission by serving the answer on the AFT representative. The representative shall acknowledge service by signing and dating the District's copy. If the answer does not grant the remedy requested, the administrator shall include the reason(s).

Note: If requested by either the grievant, the AFT, or the District, at least one (1) meeting shall be held to discuss the grievance at a given level prior to the rendering of an answer at that level. Such a meeting shall be mandatory in cases governed by Section 15.3.

Level Two: If no settlement is reached at Level One, the written grievance may be submitted to the District Chancellor or designee by the AFT. Receipt of the grievance shall be acknowledged in writing. The grievance must be filed within fifteen (15) calendar days after the Level One answer is received. The grievant(s) and the AFT representative shall be present at any meeting called to consider the grievance at Level Two. Additional investigatory measures may be utilized by the District at this level. The District chancellor or designee shall serve the Level Two answer on the AFT representative within twenty (20) calendar days of the Level Two filing. The representative shall acknowledge service by signing and dating the District's copy. If the answer does not grant the remedy requested, the Chancellor (or designee) shall include the reasons.

Level Three: If no settlement is reached at Level Two, the AFT may

at its sole discretion request that the grievance be arbitrated, provided, however, that such a request must be submitted within thirty (30) calendar days after the Level Two answer. The request shall be in writing and shall be submitted to the American Arbitration Association under its voluntary rules. A copy of the request shall be submitted at the same time and in the same form to the District at the office of the chancellor.

15.8 Arbitration. Except as specifically provided otherwise in this Agreement, any grievance initiated during the life of this Agreement may be submitted to arbitration. The parties agree to accept the arbitrator's award as final and binding upon them. The arbitrator shall not have any power to modify, add to, subtract from, or disregard any of the terms and conditions of this Agreement.

The arbitrator's decision and award shall include a statement of the issue(s), the remedy (if appropriate), and the reasoning and grounds upon which the decision is based, and shall be rendered within one month of the date written briefs are received from the parties.

The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Either party may request that arbitrability and substantive issues be consolidated for hearing, provided that the arbitrator shall resolve arbitrability issues before hearing the merits of the grievance unless the parties mutually agree otherwise.

The arbitrator shall not have the authority to remand an issue back to the parties for negotiations.

The arbitrator may retain jurisdiction until such time as the award is completed.

15.9 Grievance Meetings and Arbitration Hearings. Grievance meetings and arbitration conferences and hearings shall be conducted during normal working hours at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

15.10 Retroactivity. Any adjustment, judgment, or settlement awarded as a result of the application of the grievance procedure, where applicable, may be retroactive to the date of the violation.

15.11 Fees and Expenses of the Arbitrator. The fees and expenses of the arbitrator shall be borne equally by the parties.

15.12 Protection of Participants in Procedure. Individuals involved in the grievance procedure shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any

legal participation in the grievance procedure. Any grievance pending arbitration shall in no way be prejudiced by the termination of the grievant or grievants, and the Board agrees not to use the fact that a former faculty member is no longer an employee in a grievance proceeding.

ARTICLE 16 – eLEARNING

16.1 Definition. A “substantially online course” (SOC) is a credit course or section offered by the District that has asynchronous, displaced faculty-student communication for at least 90% of the course contact hours. (Displaced faculty-student communication means that the faculty member and the students are not in the same room during instruction).

16.2 Workload.

- A. SOCs in Faculty Workload: No faculty member shall be required to teach an SOC as part of their load, unless it becomes necessary for a full-time or part-time priority-hiring list faculty to fill their workload. With the approval of their Unit Administrator, full-time faculty may be allowed to maintain a full-time load teaching SOCs.
- B. If it becomes necessary for a full-time or part-time priority-hiring-list faculty member to teach an SOC in order to meet a full-time load requirement or a part-time priority-hiring-list assignment, the District will provide professional development in conducting SOCs for that particular modality upon the first assignment of such a course. In the event of a change in the District-supported learning management system (LMS), the District will provide training and continued support for all faculty.
- C. Class size: For the academic years 2013-14 and 2014-15, class size for SOCs shall be no more than twenty-eight (28) students or the Master Course Outline class capacity, whichever is fewer. For the academic year 2015-16, class size for SOCs shall be no more than thirty (30) students or the Master Course Outline class capacity, whichever is fewer.
- D. Class schedule: SOCs shall be scheduled in the same manner as non-eLearning classes offered by the college.

16.3 Evaluation. The evaluation process of SOCs shall follow that defined in Article 6.10. Faculty and student privacy shall be protected and respected. No observation or monitoring of student-student or faculty-student interaction shall take place without prior

notification. Observations or monitoring will be scheduled at a mutually agreed-upon time between the faculty and the unit administrator.

16.4 Curriculum Review. The changing of modality of a previously-approved course shall be subject to the same course revision approval process as any non-SOC, and may be subject to additional reviews as criteria for particular modalities are developed by the appropriate curriculum review bodies.

16.5 Intellectual Property Rights. Ownership of intellectual property created through eLearning shall be governed by the provisions of Article 13.4.

ARTICLE 17 -- AGREEMENT CONDITIONS AND DURATION

17.1 Supersession. This Agreement constitutes the negotiated agreement between the District and the AFT 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 District which shall be contrary to or inconsistent with its terms.

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

17.3 Savings Clause. In the event that any provision of this Agreement is or shall at any time be found contrary to any current or future law, all other provisions of this Agreement shall continue in effect. If any provision of this Agreement is or shall at any time be found contrary to any current or future law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. Any substitute action which is not commanded by law shall be subject to appropriate negotiations with the AFT. Any modification to this Agreement shall require ratification by the parties to this Agreement. Law as used herein shall include statutory laws, executive orders, rules adopted by the State Board for Community and Technical Colleges, and other external rules and regulations properly adopted which have the force and effect of law.

17.4 Issuance of Contracts. All employee contracts shall be issued subject to and consistent with Washington State law and the terms and conditions of this Agreement.

Rights and benefits of faculty as set forth in this Agreement shall be assimilated into and made a part of any individual contract of

employment with the District.

17.5 Protection of Individual Rights. Nothing contained in this Agreement shall be construed as denying the right(s) of an individual academic employee provided by law.

17.6 Previous Practice Provision. The Board further agrees to continue existing and/or previous policies and practices relating to matters which constitute mandatory subjects of bargaining and which are not specifically covered by this Agreement. For purposes of definition, "existing and/or previous policies and practices" shall mean those which affect ninety (90) percent of the faculty of a group, department, division, campus or college and which have been in effect for a minimum of one (1) year.

17.7 Incorporation of Appendices. Appendices A through J are by this reference hereby attached to this Agreement and incorporated herein.

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

17.9 Re-openers. The parties agree to reopen the salary provisions of this Agreement at any time that a salary-increase appropriation from the State Board for Community and Technical Colleges is made available to the District.

17.10 Bargaining on a Successor Agreement. The parties agree to commence bargaining for a successor agreement on or about January 1, 2016, at a time and place mutually convenient to the parties. The first meeting shall consist of an exchange of complete proposals or a complete list of issues and some interests statements relating to each issue, and discussion of the procedures to be followed during bargaining. Other negotiation procedures are detailed in Appendix J.

17.11 Duration. The previous Agreement was dated July 1, 2007 – June 30, 2010, and extended until June 30, 2013. Negotiations having been conducted from Winter Quarter, 2012, to Spring Quarter, 2013, this Agreement, including all appendices referenced herein, shall become effective July 1, 2013, and shall remain in

effect until the close of June 30, 2016.

SIGNED this ____ day of __, at Seattle, Washington.

FOR THE AFT

President,
American Federation of Teachers, Seattle Community Colleges

FOR THE BOARD

Chancellor, Secretary,
Seattle Community Colleges Board of Trustees

APPENDIX A - FACULTY SALARY PROVISIONS

A.1 Full-Time Faculty Salary Schedule Annual Amount (effective July 1, 2008).

Note: This salary placement schedule starts at step 5 = \$49,027 annually. Step designations are now intended for administrative purposes only. Although step designations will not change, salary amounts will change contingent upon amount of COLA allocations and earning increments. Now: Increments ≠ steps; Increments = \$.

The FT faculty salary placement schedule is:

Initial Placement Steps	\$ Amount (annual)
5	49,027
6	49,856
7	50,687
8	51,515
9	52,345
10	53,175
11	54,004
12	54,834
13	55,662
14	56,493
15	57,321
16	58,152
17	58,981
18	59,810
19	60,640
20	61,470
21	62,300
22	63,129
23	63,958

The faculty salary schedule is based on 172 days. Calculation of the salary for full-time appointments of less than the full academic year is as follows:

Rate of Pay per Schedule X Number of Assigned Days
172 days

For IEL (See H.6.b.3):

- Annual salary / 172 contractual days x 151 days = fall, winter and spring quarter salary
- Annual salary / 172 contractual days x 75% x 49 days = summer salary

A.2 Initial Placement. Initial salary placement for new hires may be at step five (5) to nine (9) on the A.1 Full-time Salary Schedule. Initial placement will be made higher than step nine (9) - only in such instances where such action is deemed necessary for competitive reasons.

A.3 Advancement.

There are three (3) ways to advance:

- A. Increments: To receive any annual increment, a full-time faculty member is required to submit to his or her unit administrator a one to two page annual Education, Experience and Professional Development (EPPD) that includes professional development and/or district, campus, or division/program committee activities. The report shall discuss any of the following:
1. Description of activities engaged in throughout the year which support the faculty member's present or future instructional assignment and professional interests.
 2. Discussion of how the activities support District, college and/or divisional/program goals and objectives.

The annual EPPD is due to the unit administrator by June 30.

Upon completion of this report, faculty will earn a share of increment funding. Approval will be assumed upon submission unless the report does not contain information about professional development as discussed above and in section A.5. Annual increases on this model will be assumed if the faculty member is not informed otherwise by the appropriate unit administrator by July 15.

If approval is not granted by the unit administrator, appeal of the decision may be made to the appropriate vice president. The final decision will be made by the Vice President.

Increments will be effective at the start of the next academic year – Fall Quarter.

The increment pool is a combination of legislative funding for increments, turnover savings, and all other increment funds in accordance with state law.

The total increment funding shall be divided by the total number of District state-funded full-time faculty who have submitted their EPPD report; this amount will be added to the base salary of

eligible non-state-funded faculty (such as, but not limited to, IEL, TRIO and grant-funded. These funds do not originate from the increment funding).

Should state law or grant conditions contravene this allocation, this allocation shall be negotiated between the District and AFT Seattle.

After this agreement is ratified, the distribution of increment funding will be split such that:

- 80% of the total increment funding shall be divided equally among tenured full-time faculty (even those who have not completed their EEPD report) who have not received the tenured faculty promotional increase (Appendix A.3.c.1) as a permanent increase to their base salary.
- 20% of the total increment funding shall be divided equally among all eligible full-time faculty as a permanent increase to their base salary.

This division of increment funding shall continue for each subsequent increment funding distribution until the permanent increase to each faculty in the first category (faculty with tenure but no tenure promotional increase) has reached a total of \$1,500, at which point, subsequent increment funding distributions will be divided equally among all full-time faculty who qualify for this annual increase.

B. COLA. FT faculty will receive Cost of Living Allocation (added to base salary) equal to that allocated by the state. Distribution of the COLA is bargainable each year funds are allocated by the state.

C. Promotional Increases:

1. When a faculty member attains tenure faculty status, \$1,500 will be added, permanently, to the annual salary, beginning the year following tenure. This is effective for faculty attaining tenure Spring 2003 and hereafter.
2. Starting in the 2007-2008 academic year, \$1,000 will be added, permanently, to the annual salary of all FT faculty members who have ten (10) years of FT service and who agree to be mentors. Faculty members who attain ten (10) years of service in subsequent years and who agree to be mentors will all receive the \$1,000 increase beginning Fall Quarter of the following year. The \$1,000 increase will be

for peer mentoring.

3. FT faculty members who choose not to be a mentor upon eligibility according to paragraph (2) above shall have the option to be a mentor in subsequent years.

A.4 Integration with Legislative Funding. Salary increases granted pursuant to A.3.a and A.3.b above must be authorized and funded by the Legislature. When state funds are appropriated for a base salary increase, the District and the AFT shall meet to mutually determine the distribution of these funds.

A.5 Increment Eligibility Activities. Eligibility for a share of the annual increment includes, but is not limited to, the following:

- A. all credits necessary for undergraduate or graduate degree programs or vocational certification.
- B. credit courses, seminars, workshops, colloquia, institutes, lectures, field or research study, etc. offered by the District, other higher education institutions, or industrial or professional organizations.
- C. activities for professional-technical certification and development.
- D. activities which support District, college and/or division goals.
- E. joint committee participation: joint committee and faculty representative participation.
- F. ex-officio faculty representatives to Board of Trustees.
- G. employment experience in the District

A.6. Peer Observation Stipend.

- A. Each academic year, 125 faculty will be eligible to receive a \$500 annual stipend for peer observations (up to five observations annually). Faculty who are selected as peer observers and who provide a copy of the certificate of completion to their Unit Administrator will be paid \$300 (of the annual \$500) by the end of the fall quarter. To insure payment by the last paycheck of the fall quarter, all documentation must be turned in by the first working day in the month of December.
- B. In the event that training is not offered during fall quarter, or additional trainings are offered in winter quarter, faculty who are selected as peer observers and attend the training after fall quarter will be paid \$300 and can submit the certificate to their unit administrator by March 25 to receive payment no later than the final paycheck of winter quarter.
- C. The remaining \$200 stipend will be paid by the end of spring quarter when up to five peer observations have been

completed.

- D. The distribution of the 125 stipends will be proportionate to the number of faculty at each campus, though unfilled peer observer slots can be reallocated to other campuses.
- E. Full time and priority hire faculty will be eligible to receive the peer observer stipend.
- F. See Article 6.7 for selection and duties of peer observers.

APPENDIX B - PART-TIME SALARY PROVISIONS

B.1. Part-time Salary Schedule.

Effective Summer Quarter, 2011, individual salary rates for part-time faculty have been replaced by a schedule with “steps and clusters”.

The current salary rate for each part-time faculty will be assigned to the new salary step and cluster that most closely matches current salary rates. Salaries will be rounded up to a step and cluster, or may be decreased no greater than [\$10] if the current salary falls above the closest step and cluster. The steps and clusters for IEL and SVI faculty are equivalent to the steps and clusters in the General Part-time Salary Schedule, adjusted for different quarter lengths, see B.1.b for the SVI adjusted clusters, and B.1.c for the IEL adjusted clusters.

Faculty who currently have two separate salary placements due to pre-2007 Agreement provisions will maintain their two existing placements under this current Agreement.

General Part-time Faculty Salary Schedule

As of Fall Quarter, 2012					
	A	B	C	D	E
Step 1	\$12,460	\$12,568	\$12,864	\$13,034	\$13,109
Step 2	\$13,236	\$13,503	\$13,654	\$13,989	\$14,048
Step 3	\$14,213	\$14,278	\$14,585	\$14,736	\$15,125
Step 4	\$15,276	\$15,393	\$15,669	\$15,820	\$15,955
Step 5	\$16,206	\$16,357	\$16,555	\$16,780	\$17,028
Step 6	\$17,430	\$17,430	\$17,430	\$17,430	\$17,430

For all part-time faculty, each quarter's salary will be calculated by multiplying the quarterly workload by the quarterly salary at the appropriate salary step and cluster listed above. For example, a 50% workload at Step 2, Cluster C would result in a rate of \$13,499 * .50 or \$6,749.50 quarterly.

A. Part-time faculty covered in the 2007-2010 collective bargaining agreement, under 25-Hour Weekly Workload (Hired Before 1/1/00), and 30-Hour Weekly Workload (Hired Before 1/1/00), have also been placed in the steps and clusters in the General Part-time Faculty Schedule. As of this agreement, they will no longer be distinguished from other part-time faculty.

B. Seattle Vocational Institute

Part-time faculty teaching in SVI will be placed on the same step and cluster as the General Part-time Faculty Schedule.

However, because SVI faculty have one additional day per quarter, this additional day is calculated into the salary schedule (salary step from General PT Salary Schedule in B.1 x 1.02%).

SVI Salary Schedule

	A	B	C	D	E
Step 1	\$12,709	\$12,819	\$13,121	\$13,295	\$13,371
Step 2	\$13,501	\$13,773	\$13,927	\$14,269	\$14,329
Step 3	\$14,497	\$14,564	\$14,877	\$15,031	\$15,428
Step 4	\$15,582	\$15,701	\$15,982	\$16,136	\$16,274
Step 5	\$16,530	\$16,684	\$16,886	\$17,116	\$17,369
Step 6	\$17,779	\$17,779	\$17,779	\$17,779	\$17,779

C. Intensive English Language Programs

Part-time faculty teaching in IEL will be placed on the same step and cluster as the General Part-time Faculty Schedule. However, since IEL faculty teach a ten (10) week quarter, the salary rate has been adjusted accordingly (salary step from General PT Salary Schedule in B.1 x 89.1%).

IEL Salary Schedule

	A	B	C	D	E
Step 1	\$11,102	\$11,198	\$11,462	\$11,613	\$11,680
Step 2	\$11,793	\$12,031	\$12,166	\$12,464	\$12,517
Step 3	\$12,664	\$12,722	\$12,995	\$13,130	\$13,476
Step 4	\$13,611	\$13,715	\$13,961	\$14,096	\$14,216
Step 5	\$14,440	\$14,574	\$14,751	\$14,951	\$15,172
Step 6	\$15,530	\$15,530	\$15,530	\$15,530	\$15,530

B.2 Initial Placement for Newly-Hired Part-time Faculty

Initial salary placement for new hires may be at Step 1 - Cluster A, Step 2 - Cluster A, or Step 3 - Cluster A on the B.1 General Part-time Salary Schedule. Newly hired part-time faculty teaching at SVI or in Intensive English Language programs will be placed on their appropriate respective salary schedule.

Faculty hired into more than one program will only have one step and cluster placement in a respective salary schedule.

Initial placement for any part-time faculty will not be made higher than Step 3 except in instances where such placement is necessary

for competitive reasons. Placement on the part-time salary schedule shall be in accordance with the following:

- A. Initial Placement at Step 1. Minimum qualifications for placement in Step 1 shall be a master's degree in the applicable instructional field or five (5) years educational preparation and/or qualification for the appropriate vocational, and/or professional/technical certificate. It is understood that the District may waive minimum qualifications for initial placement on the part-time salary schedule where program needs dictate (e.g., special programs such as ESL).
- B. Initial Placement at Step 2. For initial placement at Step 2, part-time faculty will have either a doctoral degree or 3 years full-time equivalent related teaching experience at an accredited post-secondary educational institution. For vocational or professional/technical programs, placement on Step 2 will be based upon advanced certifications, or 3 full-time equivalent years teaching the subject, or 5 years related work experience in the professional/technical or vocational field.
- C. Initial Placement at Step 3. Initial placement at Step 3 will be based upon possession of a doctoral degree AND 3 full-time equivalent years related teaching experience at an accredited post-secondary educational institution, or a master's degree and 7 years related teaching experience at an accredited post-secondary educational institution. For vocational or professional/technical programs, initial placement at Step 3 will be based on possession of advanced certification(s) and 3 years full-time equivalent teaching experience, or 7 years related work experience in the professional/technical or vocational field and 3 years teaching experience.
- D. Initial Placement Process. All new faculty will be evaluated for initial placement on the salary schedule within thirty (30) days of the beginning of their faculty appointment. Permanent placement will be contingent upon submission of required records and documentary evidence within ninety (90) days of employment. Thereafter, any changes made in salary placement as the result of records or documentation submitted after the permanent evaluation will not be retroactive.

B.3 Salary Schedule Advancement

The base salaries in each cluster within a step may be increased through COLA, turnover savings, and through increments. Once placed in a cluster within a step, faculty do not move horizontally within a step from cluster to cluster except as described in b.2 below.

- A. All faculty paid from the part-time salary schedules during the year shall receive a share of the annual increment and turnover funding. Total funding available will be based on the District's part-time faculty turnover dollars in addition to increment funding from the state. All faculty on the part-time salary schedule will receive an equal distribution of these available funds added to their base salary, effective at the start of the next Fall quarter.
- B. Increased professional responsibilities
1. In academic year 2014-15, up to 75 part-time faculty per year will be provided the opportunity to participate in the increased professional responsibilities program, as described below. In academic year 2015-16, up to 100 part-time faculty per year will be provided the opportunity to participate in the program.
 2. After teaching for a minimum of nine quarters, and every three calendar years thereafter, faculty may be eligible for a promotional increase through completion of an approved Professional Responsibilities Plan. Part-time faculty who qualify for the promotional increase will have their salary moved to the step and cluster on the General Part-time Faculty Schedule that is closest to a \$1,000 increase.
 3. Faculty will create a professional responsibilities plan by selecting items below that they will perform over the next academic year. The professional responsibilities are divided vertically into three (3) tiers, with Tier 1 activities worth one point, Tier 2 activities worth two points, and Tier 3 activities worth three points. Each professional responsibilities plan will need to include a mix of activities with a minimum combined 8 points of value. The faculty and unit administrator may jointly include items that are not on this list and add them to one of the tiers.

Student, Faculty, Community Engagement	Institutional Support	Professional Development	Tier
Published office hours	Collaborative governance activities.	Curriculum development beyond professional obligations.	Tier 3
Faculty advisor for student organization.	Participation in activities regarding assessment,	Presenting or publishing relevant to	

Mentoring other faculty.	institutional effectiveness, strategic planning, curriculum, program review, accreditation.	faculty member's subject area or to improving community college instruction or students services.	
Serve on Technical Advisory Committee. Community outreach as part of student or faculty recruitment or activities related to program viability.	Attending departmental and/or divisional meetings. Serving on hiring committee. Program budget development, equipment/supply maintenance, and inventory.	Course work relevant to professional development in the faculty member's subject area. Designing or presenting workshops for other SCCD faculty.	Tier 2
Community organization involvement related to instructional discipline.	Serving on joint/standing committees for department/college /district.	Attending workshops, conferences, & development activities within the District or outside the District.	Tier 1

Part-time Faculty members who are eligible to pursue a promotional increase, must submit their Promotional Responsibilities Plan to the unit administrator by May 1 which details activities from the tiers above which they will perform and complete during the upcoming academic year.

The unit administrator may make recommendations and provide comment on the plan within 30 days. If the unit administrator determines the plan to be deficient, the deficiencies will be documented, and the faculty member will have an opportunity to improve the plan. Faculty and administrators should work together to ensure the plan is consistent with faculty professional and departmental needs.

- a. The Unit Administrator and the Faculty member will complete a Promotional Responsibilities Contract detailing increased responsibilities which will be forwarded to the Vice President of Instruction. The

increase to the base salary will be effective Fall quarter of the upcoming year.

- b. The promotional increase is based on a permanent, ongoing increase in professional obligations. The specifics of the increased professional obligations may vary from year to year. If responsibilities remain the same, the previous Professional Responsibilities Contract will remain in effect. If responsibilities change, a new Contract will be developed. The Unit Administrator may meet with the faculty member to review performance on the Professional Responsibilities Contract if concerns arise. If the concerns are not resolved by the Unit Administrator, they may be forwarded to the appropriate VPI for final resolution.
- c. The faculty member will document their activities by the end of year through the Annual Education, Experience, and Professional Development Report. The AEEP Report is due on June 30 of each year.
- d. A faculty member can choose to return to the previous step placement at the end of any quarter. Requests to terminate the Professional Responsibilities Contract should be made to the Dean.
- e. Any of the above activities for which a faculty is currently being paid (grants, stipends, etc) will not be included in the Professional Responsibilities Plan. Faculty may forego stipend payments for activities in exchange for those activities becoming part of their Professional Responsibilities Plan.

B.4 COLA and Equity: Part-time faculty will receive Cost of Living Allocation (added to base salary) and part-time equity increases equal to that allocated by the state. When state funds are appropriated for a base salary increase, the District and AFT Seattle shall meet to mutually determine the distribution of these funds.

B.5 Additional Part-time Pay Stipulations:

- A. Full-time faculty who moonlight can request a new placement on the part-time salary schedule in accordance with the initial placement criteria in B.2. Thereafter, full-time moonlight and summer faculty will advance on the part-time salary schedule through increment/turnover and COLA increases.
- B. Librarians and counselors will be paid at the appropriate rate established for a 30-hour workload except when they are

assigned to teach a class or workshop, in which case they will be paid according to the established workload as determined in Article 11.3.b.

- C. The method of compensation for faculty who are substituting will be a fixed hourly rate of \$55.00 multiplied by the number of contact hours up to a period equal to 20% of the course contact hours. For periods of replacement beyond 20% of the course contact hours, compensation will be based on the substitute's current part-time faculty salary rate multiplied by the percent of full-time workload. Substitute or replacement hours for periods of less than eight weeks, or for a shorter period when the assignment equals that of a full quarterly load (see 4.1.b), for any one continuous assignment do not apply toward pro-rata pay.
- D. Calculations for Leave Without Pay will be based on the part-time hourly salary rate of \$55.00 multiplied by the number of contact hours up to a period equal to 20% of the course(s) contact hours. For periods of absence beyond 20% of the course(s) contact hours, reduction in pay will be based on the quarterly rate multiplied by the percent of full-time workload.

B.6 Course Outline. Newly hired part-time faculty will be given a copy of the course outline (i.e. "Master Course outline") for courses they are assigned to teach. AFT Seattle publications will inform part-time faculty of the availability of course outlines.

APPENDIX C - INSTRUCTIONAL CALENDAR

C.1 Fall Quarter. The first day of instruction will be the fourth Monday of September. When the break between Summer Quarter and Fall Quarter is fewer than 25 days, the first day of instruction will be the fifth Monday of September. Under special circumstances or if a special event occurs on the first Monday of Fall Quarter, the first day of instruction may be scheduled to begin on Tuesday of the appropriate week of September and end a day later.

If Winter Quarter is 56 instructional days long, Fall Quarter will be 55 instructional days long and end on a Wednesday (Thursdays under special circumstances). If Winter quarter is 55 instructional days long, Fall quarter will be 56 instructional long and will end on a Thursday (Friday under special circumstances).

The holidays will be the observed Thanksgiving Holidays and Veteran's/Washington State Admission Day.

C.2 Winter Quarter. If January 1 is on Sunday, the first day of instruction will be on Tuesday, January 3. The Quarter will be 55 instructional days long and end on a Wednesday.

If January 1 is on Monday, the first day of instruction will be Tuesday, January 2. The Quarter will be 55 instructional days long and end on a Wednesday.

If January 1 is on Tuesday, the first day of instruction will be Wednesday, January 2. The Quarter will be 56 instructional days long and end on a Friday.

If January 1 is on Wednesday, Thursday or Friday, the first day of instruction will be the following Monday. The Quarter will be 56 instructional days long and end on a Wednesday.

If January 1 is on Saturday, the first day of instruction will be Tuesday, January 4. The Quarter will be 55 instructional days long and end on a Wednesday.

The holidays will be the observed President's Day and Martin Luther King, Jr. Day.

C.3 Spring Quarter. The first day of instruction will be the second Monday after the end of Winter Quarter. The Spring quarter will be 54 instructional days long and end on a Friday.

The holiday will be the observed Memorial Day.

C.4 Summer Quarter.

The first day of instruction will be the second Monday after the end of Spring quarter. The quarter will be eight weeks long. Should a governmental agency external to the district (e.g. SBCTC, Washington State Legislature, the Federal Government) necessitate a change to the start of summer quarter, the first day of instruction shall be the first Monday or Tuesday in July, whichever occurs earliest. The District will notify the faculty about the change in start date and its rationale with adequate notice to accommodate personal planning.

The holiday will be the observed July 4th holiday.

APPENDIX D - REDUCTION-IN-FORCE OF FULL-TIME ACADEMIC EMPLOYEES

As provided by Section 8.5 of this Agreement, the following provisions shall apply to dismissals of faculty members holding faculty appointments for program termination or program reduction or for financial emergency as defined by RCW 28B.50.873. Any such reduction-in-force shall occur within program units on the basis of seniority and the implementing procedures contained herein.

D.1 Program Unit. A program unit of the Seattle Community College District is one of the District-wide programs or sub-programs identified on Attachment A hereto, which shall be reviewed annually and revised as appropriate by the appointing authority after consultation with the AFT, and shall be published no later than November 1 of each academic year. Where a program has no identified sub-programs, the program is the program unit. Where a program has identified sub-programs, each sub-program is a program unit.

D.2 Classification of Academic Employees Under Program Units.

- A. Each full-time academic employee shall be classified under the program units for which he or she qualifies.
- B. A full-time academic employee qualifies for classification under a program unit if any of the following applies:
 1. The employee is teaching, or has taught within the past four (4) years at least two (2) classes in the program unit; or is a librarian or counselor employed full-time for one year; or
 2. The employee earned a Master's degree or its equivalent as defined in Appendix A of the SCCD/AFT Agreement, or comparable provisions of any subsequent agreement applicable to academic employees, within the past five (5) years, and meets the qualifications for vocational certification if applicable, and gives evidence of continuing education in the discipline, as defined in Appendix A and given prior written approval for this particular purpose, within the past three (3) years; or
 3. The vice-president of instruction of the college (or vice-president of students in the case of counselors or vice chancellor for education and administration in the case of a District employee) after consulting with the unit administrator and the faculty of the program unit or its equivalent, shall determine that the employee is otherwise qualified to teach or to function as a librarian or counselor

within the program unit, with careful consideration being given to an employee who has served in the program unit and/or earned a Master's degree or its equivalent, as defined in Appendix A of the SCCD/AFT Agreement, or comparable provisions of any subsequent agreement applicable to academic employees, in a discipline included in that program unit, but not within the past five (5) years.

- C. If an academic employee qualifies under b.1 or b.2 above for classification under more than three (3) program units, the appointing authority, after consultation with the affected employee and the AFT, shall determine the three program units in which the employee is classified, based on the instructional needs of the college. If the employee disagrees with the classification, the dispute shall be settled according to the procedures provided in D.3.
- D. After initial classification of an employee into program units, reclassification shall be an option only in the event of a change in the eligibility of the employee as defined in D.2.b.
- E. The classification list of program units, as provided in Attachment A of this procedure, shall be reviewed annually in consultation with the AFT and published no later than November 1 of each academic year.

D.3 Classification and Assignment Disputes.

- A. A Joint Committee shall be created, comprised of three (3) administrative representatives, one (1) designated by each of the campus presidents, and three (3) representatives designated by the AFT.
- B. Any academic employee disputing his or her classification(s) on the classification list, and/or his or her seniority on the seniority list for the program unit(s), shall, not more than ten (10) working days after promulgation of the classification list, submit such dispute in writing to the Joint Committee identifying:
 - 1. The nature of the dispute;
 - 2. The alleged errors contained on the classification list and/or seniority list applicable to that academic employee;
 - 3. The classification(s) for which the academic employee deems himself or herself qualified, and/or the seniority to which the academic employee deems himself or herself entitled; and
 - 4. The basis for the claims in sub-section (3).

- C. The Joint Committee shall decide the dispute expeditiously and informally, and inform the affected academic employee in writing of its decision. If the Joint Committee does not reach a majority decision, the final decision will be made by the District Chancellor, subject only to review by the hearing examiner in the event that the academic employee is terminated pursuant to RCW 28B.50.873 and requests a hearing under its provisions.
- D. The affected academic employee may, within fifteen (15) days of receipt of a majority decision of the Joint Committee, appeal that decision in writing to the District president, whose decision shall be final, subject only to review by the hearing examiner in the event that the academic employee is terminated pursuant to RCW 28B.50.873 and requests a hearing under its provisions.

D.4 Initiation of a Reduction-in-Force (RIF) Resulting from Financial Emergency as Defined by RCW 28B.50.873. Initiation of a reduction-in-force pursuant to RCW 28B.50.873 shall be accomplished by the following actions:

- A. Declaration by the State Board for Community College Education of a state of financial emergency pursuant to RCW 28B.50.873, under the following conditions:
 - 1. Reduction of allotments by the Governor pursuant to Chapter 43.88 RCW, or
 - 2. Reduction by the legislature from one biennium to the next, or within a biennium, of appropriated funds based on constant dollars using the GNP implicit price deflator.
- B. Declaration by the Seattle Community College Board of Trustees that a reduction-in-force is necessary due to financial emergency as declared by the State Board for Community and Technical Colleges. Such declaration shall be made at a regular or special meeting of the Board of Trustees, with notification to the AFT at least five (5) working days in advance that such a declaration will be on the meeting agenda.

D.5 Implementation of a Reduction-in-Force.

- A. The District Chancellor shall determine the extent of budget reduction for the District Office and each of the three campuses necessitated by the financial emergency and shall provide the AFT with appropriate information on the budget and planned reductions at both district and campus steps. The AFT will be consulted concerning any proposed modification in applying the District allocation model.

1. The District Chancellor, after consultation with the AFT president, shall determine the number of academic employees to be terminated within each program unit of the District Office.
 2. The appropriate campus president, after consultation with the campus AFT vice presidents, shall determine the number of academic employees to be terminated within each program unit at each respective campus.
- B. Specific academic employees within each affected program unit shall be selected for termination on the basis of seniority, the academic employee with the least seniority in the affected program unit being first selected for termination.
- C. If an employee's position is eliminated under the application of this procedure, that employee shall have the right of retention in the other program units in which she/he is included in accordance with this procedure.
- D. With respect to the application of seniority as applied in Section 8.1.j or in case of a fiscal emergency as declared by the State Board for Community and Technical Colleges, such application shall not apply to ethnic minorities (as defined by Washington State Law) until the District achieves the Affirmative Action goals, as outlined in the applicable District Affirmative Action Policy and Plan.

D.6 Recall Rights.

- A. Previously laid-off tenured faculty who qualify shall be hired in order of seniority for any like District-wide faculty position for which they lost their tenure, provided application for such position is made within twenty-four (24) calendar months of last termination date, and further provided that appointment tenure will be restored automatically.
- B. In the event that any programs or sub-programs are eliminated in accordance with this procedure, they shall promptly be deleted from Attachment A. Should any new programs or sub-programs, not listed on Attachment A, be created, they shall promptly be added as new additions to Attachment A, and all academic employees who have been terminated by a reduction-in-force, and who still retain recall rights, shall be included in new program units for which they are qualified according to the provisions of D.2 above.
- C. Any academic employee on lay-off status or leave because of a

reduction-in-force who earns a Master's degree or its equivalent in a discipline included within a program unit under which he or she has not previously been classified, and who meets the qualification for vocational certification if applicable, shall be promptly classified under such program unit, within the three-program limitation pursuant to D.2c.

- D. Any academic employee laid off pursuant to this procedure shall be entitled to all benefits pursuant to Public Employees Benefits Board (or its successor(s)) rules and regulations, subject to any changes or amendments by said Board.

D.7 One-Person Program Units. One-person program units will be established only where necessary to preserve the integrity of the discipline.

D.8 Rights of Appeal. The provisions of this Appendix shall be excluded from grievance and arbitration. Nothing in this Appendix will reduce any right of appeal permitted by law or this Agreement.

ATTACHMENT A (To Appendix D)

INDEX OF PROGRAM UNITS

<u>Symbol</u>	<u>Program/Sub-Program</u>
ABE	Adult Basic Education/GED Communications Skills Math Skills GED Communications Skills GED Math Skills
ACC	Transfer Professional-Technical Education
ADS	Apparel Design and Services
AHE	Allied Health Education Basic Medical Reception
AHS	High School Diploma
AMA (AHM)	Medical Assistant Clinical Lab Assisting Medical Transcription
AME	American Ethnic Studies
AMT	Aviation Maintenance Technology
ANT	Anthropology
ART	Art
ASL	American Sign Language
AUT	Automotive Automotive and Diesel Technology Auto Body Auto Mechanic
BTC	Biotechnology
BUS	Business and Accounting Business Business Information Technology International Business
CCE	Early Childhood Care and Education
CFS	Child and Family Studies
CHI	Chinese
CMN	Communication Communications Film & Video
COS	Cosmetology
COT	Correctional Officer Training
COU	Counseling
CSC	Computer Science – Transfer Courses
CTD	Commercial Driver Training
CTN	Computer Technology
DES	Graphic Design and Illustration
DHY	Dental Hygiene
DRA	Drama

DSN	Engineering Design Technology
ECO	Economics
ECT	Heating, Air Conditioning and Refrigeration Design Technology
EET	Electronics Technology Bio-Medical Industrial Power Telecommunications
EGR	Engineering – Transfer
ENG	English College English Developmental English
EMT	Emergency Medical Technician
EPT	Industrial Power Control Technology
ESL	English As A Second Language College - Prep ESL
FAM	Family Life-Parent/Senior Adult Education Parent Education Co-op Senior Adult
FRE	French
GEG	Geography
GER	German
GEN	Gender & Women Studies
HIN	Watch Technology
HIS	History
HOS	Hospitality/Culinary Arts Baking Culinary Hospitality Service Hospitality Management (Hotel/Rest.)
HUM	Humanities
IFS	Industrial First Aid
IMT	Industrial Machining Technology
INE	International Educator
ISP	International Studies
ITC	Information Technology Application Support CISCO Computer Information Systems Database Administration Forensics General Computing Help Desk Network Technology Network Design & Administration Programming Security Software ENG

	Software Testing
	Web Design
	Web Development
ITP	Interpreter Training
JPN	Japanese
JRN	Journalism
LFS	Life Sciences
	Health
	Biology
	Botany
	Microbiology
	Nutrition
	Physiology and Anatomy
	Zoology
LHO	Landscape and Horticulture
LIB	Library Research
MAT	Mathematics
	Applied
	Developmental Math
	Mathematics
MGO	Marine Deck Technology
MTS	Marine Engineering
MUS	Music
	Choral
	Instrumental
NUR	Nursing
	Associate Degree Nursing
	Licensed Practical
OPH	The School of Opticianary
PEC	Physical Education
PHA	Pharmacy Technician
PHI	Philosophy
PHO	Photography/Commercial Photography
PHS	Physical Science
	Astronomy
	Chemistry
	Physics
	Oceanography
	Science
	Geology
	Meteorology
	Environmental Sciences
POL	Political Science
PSY	Psychology
PUB	Publishing Arts
RCP	Respiratory Care
RES	Real Estate
RUS	Russian
SHS	Social and Human Services

SMG	Supervision and Management
SOC	Sociology
SPA	Spanish
SSC	Social Science
STT	Surgical Technology
TDR	Drafting
	Mechanical
	Architectural
TEC	Technical Communications
VTN	Vietnamese
WCO	Wood Construction
	Cabinetmaking and Fine Woodworking
	Carpentry
	Marine Carpentry
	Introduction to Professional Woodworking
WFT	Welding Fabrication Technology
VTN	Vietnamese

Seattle Vocational Institute

SVI/ACN	Acute Care Nursing Assisting
SVI/BA	Basic Accounting
SVI/BC	Business Computing
SVI/BJS	Basic Job Skills
SVI/DA	Dental Assisting
SVI/MA	Medical Assisting

APPENDIX E - DISTRICT PERSONNEL POLICY RELATING TO SPECIAL CONTRACT FACULTY MEMBERS EMPLOYED IN ALL SPECIAL PROGRAMS

E.1 Scope. Grant and contract faculty are those hired in special contract programs which are funded with restricted funds. Examples of such programs include, but are not limited to, CETA programs, the Deaf Program, etc.

E.2 Salary Placement of Special Contract Faculty Members. All special contract faculty shall be placed in the existing salary schedule within thirty (30) days of their employment as provided in the collective bargaining agreement with the AFT and in accordance with the following principles:

- A. Full-time faculty are defined as those who are assigned more than two-thirds (2/3rds) of the normal weekly workload in their discipline, division or department for a minimum of eight (8) weeks. Faculty in this category are paid according to the full-time salary schedule prorated from a range of 67-100% (Appendix A).
- B. Faculty who do not meet the criteria in 2.a above are part-time. Faculty in this category are paid according to the part-time hourly schedule (Appendix B).
- C. Such placement will be observed throughout their employment and as long as the program is operated by the District or any of its sub-units. Special contract faculty members are automatically members of the collective bargaining unit during their period of employment.

E.3 Progression on the Salary Schedule. Progression on the salary schedules will be the same for special contract faculty as for regular faculty and in accordance with the currently negotiated collective bargaining agreement.

E.4 Fringe Benefits for Special Contract Faculty. Special contract faculty are eligible for fringe benefits in accordance with the basic Agreement with the AFT if their continuing employment status covers a minimum period of six (6) months or more. Those faculty who are employed under special contracts of less than six (6) months' duration do not qualify for coverage.

In the case of part-time special contract faculty, fringe benefits will accrue as for other part-time faculty described in the basic Agreement with the AFT.

The fact that the budget provisions of a special contract contain

funds for fringe benefits does not imply that all those employed under the contract automatically become eligible for all fringe benefits offered by the District to continuing employees.

E.5 Curtailment or Termination of Special Programs. In the event a special program is curtailed or terminated, either for reasons of educational policy or lack of funds from the financing source, all special contract faculty will be notified by the campus president.

In any such curtailment or termination, tenured faculty shall have the rights set forth in RCW 28B.50.850 through 869.

E.6 Seniority. For all such purposes as relevant, seniority of special contract faculty members shall be calculated in their respective special program. Special contract employees shall not be placed on any District-wide seniority list.

E.7 Notification of Special Contract Faculty. All special contract faculty shall be notified of their status at the time of their employment and their personnel records shall be so marked.

APPENDIX F - COMMUNITY AND CONTRACT SERVICE SALARY PLANS

F.1 Community Service Courses.

- A. Courses to be Offered: Courses to be offered are those non-credit/non-graded self-support courses and activities which are conducted by the SCCD system for members of the community not directly related to the fulfillment of requirements for a state approved degree, state approved certificate or state approved diploma.

Courses to be excluded from this program are those coded by institutional intent as 11, 21, 22 and 23, i.e., Academic Transfer, Academic Basic Education, Academic General Education, Occupational Preparatory, Occupational Supplementary, Non-Wage Earning Occupational, and Intensive English Programs (see Appendix H).

- B. Tuition and Class Fees: Student tuition and fees for community service courses will be established by the president or his/her designee at each campus.
- C. Faculty Salary: Compensation for instructing community service classes will be negotiated as follows: (1) a minimum of \$18 per contact hour, or (2) a minimum of 45 percent of the actual student tuition collected (excluding special fees) instead of an hourly rate. A rate mutually agreeable to the college and the instructor may exceed these rates.

The appropriate administrator must inform the instructor as to which method will be used and the rate of compensation prior to the first class session. The method or rate of compensation may be changed after the first class session only if it is mutually agreeable to the college and the instructor.

Final determination of quarterly pay for the percent-of-student-tuition method of compensation will be deferred until revenue generated by a course (student fees and tuition less withdrawal refunds) is accurately determined. Payment then would normally be in two installments.

- D. Annual Review: There will be an annual review of the community service/leisure-time program and copies of the review will be provided to the AFT no later than November 1 each year.

F.2 Contract Service Courses.

- A. Contract service courses are those supported through negotiated contracts with organizations such as business, industry, government or private agencies for customized training.
- B. If the contract service course is the same as a regular credit course in the district course master file, the instructor will be paid from the part-time salary schedule in accordance with provisions of Appendix B. If the contract service course is not a regular credit course, the salary for any services provided in connection with the course is to be negotiated (based on the instructor's qualifications and the outside contract specifications) and agreed upon between the college and the instructor.
- C. Prior to the commencement of the contracted services the instructor will be informed of the contract provisions, method of salary compensation, and salary payment dates. If requested on an individual basis, the instructor will be supplied this information in writing prior to commencement of the contract services.

APPENDIX G - SPECIAL PROVISIONS RELATING TO SEATTLE VOCATIONAL INSTITUTE

Contract provisions for faculty at Seattle Vocational Institute shall be the same as those for other district faculty with the following exceptions.

G.1 Instructional Year.

- A. There will be 172 work days for the contract work year, including 168 instructional days (or their equivalent in non-contact instructional activities).
- B. Faculty will work with their unit administrator, and document upon request, the use of three additional non-instructional days for activities such as: curriculum and textbook review; writing recommendations; graduation attendance; student-group advising; school, community, industry liaison; program review; Technical Advisory Committee (TAC) meetings; review and/or preparation of audio-visual aids; technology upgrades; professional development activities; web development and maintenance; community building; email maintenance; meeting preparation; and other tasks.
- C. One non-instructional day shall be used at the discretion of the Chancellor.
- D. Fall, Winter, and Spring Quarters will each consist of 54 instructional days and 2 non-contact days per quarter for instructional activities.
- E. The regular Summer Quarter will consist of 54 instructional days and 2 non-contact days. These 56 days will be divided into a first and a second session, each of equal duration.

Faculty may elect to teach one or both sessions in accordance with other conditions of Appendix G.

- F. Summer school appointments will depend upon enrollment and upon the judgment and decision of appropriate College administrators. Low enrollments may result in the cancellation of courses or programs and the subsequent termination of the related faculty appointments.
- G. Summer school assignments will be rotated equitably among all regularly contracted full-time faculty and part-time faculty placed on the priority hiring list who wish assignments and who are qualified for positions available. So that all faculty within the division are aware of summer assignments, it will be the responsibility of the unit administrator to inform each eligible

faculty member of the opportunities and potential arrangements. The method of rotating will be determined cooperatively between the unit administrator and faculty of the division. The unit administrator will work cooperatively with the faculty, if that division/department faculty wish to be involved, and other administrators in developing summer school programs.

- H. Full-time faculty with split assignments in two or more divisions/departments shall be eligible for rotation only in the division/department where they have the major portion of their workload.
- I. Summer school shall be paid in accordance with the provisions of Appendix B.

G.2 Weekly Workload. The weekly workload for all programs (except ABE/ESL) at Seattle Vocational Institute shall be 25 contact hours per week. ABE/ESL workload at SVI is defined by the June 28, 2013 MOU.

Based on, but not limited to, individual faculty capabilities, considerations of student needs, facilities, budget, state guidelines, and long-range plans, the unit administrator, in conjunction with the unit faculty who choose to be involved, shall cooperatively develop schedules of student load, class size, and all other matters relevant to classroom instruction.

G.3 Part-time Faculty Salary Schedule. Calculation for part-time pay is based on the quarterly rate according to step placement (B2) on the quarterly salary schedule (B1A) See Appendix B for salary placement and movement provisions.

G.4 Instructional Calendar.

- A. The quarterly start dates and observed holidays shall be the same as those for other campuses within the district (Appendix C) except that SVI may start either one day earlier or one day later.

Summer quarter may start up to one week earlier but no more than one week later than the regularly scheduled summer quarter with the agreement of the administration and the AFT.

- B. As programs are developed or revised, if they have instructional needs that cannot be adapted to the regular calendar, representatives of the District and AFT will meet to determine the calendar for those programs and their faculty.

G.5 Reduction-in-Force Program Units.

A. The following programs/units will be exclusive to SVI:

SVI/ACN	Acute Care Nursing Assisting
SVI/BA	Basic Accounting
SVI/BC	Basic Computing
SVI/BJS	Basic Job Skills
SVI/DA	Dental Assisting
SVI/MA	Medical Assisting

B. All other sections of Appendix D shall apply to SVI faculty.

G.6 Transfer. SVI faculty and the community college faculty will not have reciprocal rights to transfer or hiring priority (Article 6.5e). Faculty will be provided an opportunity, if qualified, to apply and be interviewed for open positions.

APPENDIX H - INTENSIVE ENGLISH PROGRAMS

H.1 Scope. Contract provisions for faculty in the Intensive English Programs shall be the same as those for other district faculty with the following exceptions:

The following provisions do not apply:

- A. Article 4 - SALARY AND RATES OF PAY (4.1, 4.3, & 4.8)
- B. Article 5 - FRINGE BENEFITS (5.10)
- C. Article 7 - TENURE PROVISIONS
- D. Article 8 – DISMISSAL (8.2, 8.3, 8.4, 8.5 & 8.6)
- E. Article 9 – SENIORITY (9.1)
- F. Article 11 - OPERATIONAL POLICIES (11.1 (a, b, d, e) & 11.3)
- G. Article 13 - CURRICULUM DEVELOPMENT
- H. Article 14 - PROFESSIONAL DEVELOPMENT

In the articles that do apply, full-time or tenured faculty shall be interpreted as Core faculty.

Intensive English faculty are those hired to instruct in student-funded English-as-a Second Language programs.

H.2 Contract Year. The contract year will consist of 200 calendar days, or the equivalent, 7 of which will be non-instructional. Fall, Winter and Spring Quarters will be ten (10) weeks long; Summer Quarter will be accelerated to eight (8) weeks. Holidays will be observed as established in the SCCD Instructional Calendar (Appendix C).

H.3 Workload. The weekly workload for the regular college year will be twenty (20) contact hours (100%). The weekly workload for Summer Quarter will be twenty-five (25) contact hours. Based on, but not limited to, individual faculty capabilities, considerations of student needs, facilities, budget, state guidelines and long-range plans, the unit administrator, in conjunction with the unit faculty who choose to be involved, shall cooperatively develop schedules of student load, class size, and all other matters relevant to classroom instruction.

The weekly workload shall consist of assignment of student contact hours for each faculty. With the concurrence of the individual faculty, maximum weekly contact hours may be averaged on an annual basis. Maximum weekly contact hours are not to be construed as a required total hourly assignment.

An appointing authority may allow a non-probationary Core faculty member to retain Core status upon assignment to a reduced

workload. The appointing authority and the faculty member shall execute a written agreement setting forth the terms and conditions of the assignment, including the conditions, if any, under which the faculty member may return to full time employment.

In Summer Quarter, the weekly workload for Core faculty will be 18.75 contact hours.

Summer contractual workload for Core faculty will be calculated by multiplying the 49 calendar days, or equivalent, by 75%, the summer workload: $49 \times 75\% = 36.75$ days of effort @ 100%

H.4 Salary Placement of Intensive English Faculty Members

All new Intensive English faculty shall be evaluated for initial placement on the salary schedule in Appendix A for full-time faculty and Appendix B for part-time faculty within thirty (30) days after the beginning of their faculty appointment. Permanent placement will be contingent upon submission of required records and documentary evidence within ninety (90) days of employment. Thereafter, any changes made in salary placement as the result of records or documentation submitted after the permanent evaluation will not be retroactive. Salary placement of Intensive English Faculty members shall be made in accordance with the following principles.

- A. "Core IEL faculty" are assigned 100% of a full normal weekly workload in each quarter during the regular college year, and 75% of a full normal weekly workload during summer quarter. Faculty in this category are paid according to the full-time salary schedule as set forth in Appendix A and Appendix H.6 of this Agreement. Summer quarter is not a supplemental quarter for Core Faculty. Assignments in excess of a 100% load during the regular college year or in excess of a 75% load in summer shall be paid according to the part-time schedule.
- B. "Temporary Full-time IEL faculty" are those who are assigned 100% of a full normal weekly workload in an IEL program for a minimum of ten (10) weeks in a quarter during the regular college year, or for a shorter period when the assignment equals that of a full quarterly load. Faculty in this category use the full-time salary schedule in Appendix A, and are paid in accordance with Appendix H.6
- C. "Pro-rata part-time IEL faculty" are those who are assigned 76% to 99% of the normal weekly workload in an IEL program for a minimum of eight (8) weeks or the equivalent of eight weeks in a quarter during the regular college year or a period equal to a minimum of eight weeks during Summer quarter. Faculty in this category are paid according to the full-time salary schedule prorated at the percentage of a full-time load they are assigned.
- D. "Part-time IEL faculty" are those who do not meet the criteria for

full-time faculty and who are assigned 75% or less of the normal weekly workload in an IEL program. Faculty in this category are paid in accordance with Appendix B. Part-time faculty will be eligible for priority hiring within this program based on Article 10.7.

- E. Hours taught in this program will not be used for calculation of weekly workload for pro-rata pay in other programs, nor will hours taught in other programs apply to this program.
- F. Such placement will be observed throughout their employment and as long as the program is operated by the District or any of its sub-units. Intensive English faculty members are automatically members of the collective bargaining unit during their period of employment.

H.5 Contract. Core faculty will be employed under a yearly contract and will be provided a written contract describing the terms and conditions of their employment with the District. Core faculty will perform the professional obligations of full-time faculty. Upon appointment to a Core faculty position, new Core faculty are probationary, until the probationer has successfully completed the Core Faculty Status process as described in H.10.

Core faculty employment does not confer a vested right to continued employment. However, if enrollment allows, Core faculty who have completed the probationary process and attained Core faculty status will be tendered a new contract unless there is cause.

Core faculty (except those in probationary status), upon appointment to an administrative position, except that of District chief administrative officer, will retain their core faculty status within their specific program. If a core faculty position becomes available in the program, such faculty will have the right of first refusal for the position.

- A. In the event of non-renewal of a Core status faculty related to reasons for dismissal in 8.1 (excluding instructional performance) the following process will be implemented:
 - 1. The appropriate vice president will inform the faculty member in writing detailing the reason or reasons for non-renewal and shall set the time and date for an informal meeting between the affected individual, the unit administrator, and the vice president. This meeting shall be held within ten (10) working days of receipt of the above-referenced letter. The core faculty member will be given the opportunity at this meeting to present oral and written materials and to discuss in detail the questions of non-renewal.

2. The vice president shall issue in writing his/her decision to the affected member within ten (10) working days of the meeting. The affected core faculty member shall be deemed to have accepted this decision unless written notice of appeal is received by the appropriate campus president within ten (10) working days from receipt of the vice president's decision.
 3. The president shall set the date for an informal hearing within fifteen (15) working days of receipt of the appeal. The president shall conduct such informal hearing in accordance with the provisions of RCW 34.05 as now or hereafter amended. At this hearing both the affected core faculty member and the vice president or designee shall be given opportunity to present oral and written materials regarding the decision for non-renewal of the core faculty member. The president's decision, which is final for all purposes and is not grievable nor arbitrable, shall be issued within ten (10) working days of completion of the hearing process. The effective date of non-renewal shall be the end of the current contract year.
- B. In the event of concerns related to instructional performance, a performance review as defined in H.9.a.3 will be conducted. If the result of the performance review is a finding of no resolution, the unit administrator may initiate the non-renewal process as defined in H.5.a.1.
- C. If the core faculty member is to be dismissed for cause before the expiration of his/her contract for reasons identified in Article 8.1, the faculty member will be entitled to appropriate due process as defined in H.5.a.1 through H.5.a.3 or H.5.b, whichever is appropriate.

H.6 Salary Schedules, Placement and Advancement

- A. Core faculty salary schedule from Schedule A 1.
1. Salary Schedule, see Appendix A.1.
 2. Placement, see Appendix A.2.
 3. Advancement, see Appendix A.3.
- B. Calculation of Core salary for contract year.
1. Placement on Schedule A.1 will compensate Core faculty for 193 instructional days, or the equivalent, and seven (7) non-instructional days. For Fall, Winter and Spring, the weekly workload will be 20 hours per week (100%) for ten (10) weeks; for Summer, the weekly workload will be 18.75 hours per week (75%) for eight (8) weeks.
 2. The 193 instructional days will be determined as follows:
 Fall Quarter: 47 days

Winter Quarter - 48 days

Spring Quarter - 49 days

Summer Quarter - 49 days

3. Salary will be calculated as follows:

a. Summer Quarter:

$$\begin{array}{rclcl} \text{Annual Salary} & \times & \frac{49}{\text{days}} & \times & 75\% & = & \text{Summer Salary} \\ 172 \text{ contract} & & & & & & \\ \text{days} & & & & & & \end{array}$$

b. Fall, Winter, and Spring Quarters:

$$\begin{array}{rclcl} \text{Annual Salary} & \times & \frac{151}{\text{days}^*} & = & \text{Fall, Winter and} \\ & & & & \text{Spring Salary} \\ 172 \text{ contract} & & & & \\ \text{days} & & & & \end{array}$$

*144 instructional days and 7 non-instructional days. Upon mutual agreement of a faculty member and the unit administrator, one or more non-instructional days may be assigned in Summer Quarter in order to meet program needs.

c. The combined total of 'a' and 'b' above, the annual salary will be paid in twenty-four (24) equal installments.

4. For IEL part-time faculty with temporary full-time assignments for one quarter during the regular academic year or summer quarter, the distribution of instructional and non-instructional days (NIDs) shall be as follows:

Fall Quarter - 47 instructional days + 3 NIDs

Winter Quarter - 48 instructional days + 2 NIDs

Spring Quarter - 49 instructional days + 2 NIDs

Summer Quarter - 49 instructional days or equivalent

Note: During the regular college year, 1 NID each quarter will be in accordance with Article 11.1 (c.3).

C. Part-time faculty salary, placement and advancement will follow Appendix B: Part-time Salary Provisions

Workload Calculation: Percent of full-time is based on weekly workloads as a portion of a full-time weekly workload in accordance with Appendix H.3.

D. Non-instructional rate for professional faculty work shall be

consistent with Article 4.7.

- E. Substitution: Pay for substitute faculty will follow Appendix B.5.c.
- F. When the Legislature appropriates an increase to the full-time salary schedule in Appendix A or the part-time salary schedule in Appendix B, the appropriate IEL salary schedule will be increased by the same percentage and effective at the same time.
- G. Upon successful completion of the Core Status process, \$1,500 will be added permanently to the base salary, beginning the next contract year following successful completion of the Core Status process as stated in H.10. This base salary increase will be in accordance with Appendix A.3 (c.1). Faculty who attained Core status prior to 2010 will have this increase applied to their base salary upon implementation of this agreement.

H.7 Fringe Benefits. Intensive English core faculty are eligible for fringe benefits in accordance with Article 5 in the Agreement from the date of their employment as noted in H.1. Percentage of full-time calculation for determination of benefit eligibility will be based upon actual Intensive English quarters (10 weeks), not the regular college quarter duration.

In the case of part-time Intensive English faculty, fringe benefits will accrue as for other part time faculty as described in the basic Agreement with the AFT Seattle.

H.8 Curtailment or Termination of Intensive English Programs. In the event the Intensive English program is curtailed or terminated, either for reasons of educational policy or lack of funds from tuition revenues, all Intensive English faculty will be notified by the Campus President or designee.

If Core faculty are to be affected by program termination or curtailment, the AFT will be consulted and provided with the factual basis for the decision. The faculty member will be entitled to appropriate due process as defined in H.5.a.1 through H.5.a.3. All such faculty will have recall rights if the positions are reopened within twenty-four (24) calendar months.

H.9 Faculty Evaluation. The evaluation process for Intensive English faculty will follow the evaluation processes outlined below in H.9.a through H.9.d. For these provisions, the guidelines for Observation, Evaluation, and Student Evaluations described in Article 6.10 will apply.

All IEL faculty will conduct quarterly student evaluations for all classes.

A. IEL Core Status Faculty (non-probationary)

1. Student Evaluations: Results from one quarterly student evaluation each year will be given to the Unit Administrator.
2. Administrative Evaluation: Once every three years there will be an administrative evaluation of each faculty member's professional obligations as defined by Article 6.8. The Vice President for Instruction or his/her designee will review concerns from either the faculty member or the unit administrator about the outcome of the evaluation process
3. Performance Review: The unit administrator may conduct performance review at any time. In such instance, the faculty member shall be required to meet with a committee comprised of two tenured faculty members and the administrator. They shall notify the AFT Seattle and the appropriate vice president that performance review is being initiated.

The performance review committee will review and evaluate the faculty member's performance, using a variety of means for assessment, which may include student evaluation and classroom observation. As required, the committee will recommend methods for improvement and for monitoring the process and correction of the faculty member's performance. The committee will provide the vice president with quarterly reports on the progress of the review and will submit a final report not later than one year from the start of the review process. This report will indicate either satisfactory completion of the process, a need for extension, or a finding of no resolution.

To select two faculty members for the review committee, the faculty member and the unit administrator shall each prepare a list of three names, from which the two committee members shall be selected by mutual agreement. If no agreement is reached, the campus senate president for the AFT Seattle and the appropriate vice president will each choose one member from the two lists.

B. Probationary Core Faculty will follow those processes outlined in Appendix H.10.

C. IEL Part-time (non-PHL) and Temporary Full-time faculty:

Part-time faculty and temporary full-time faculty not on the priority hiring list as defined in Section 10.7 shall provide the results of every quarterly student evaluation to the unit administrator. It is the intent of the SCCD administration to conduct evaluations of non-priority faculty as early as possible in a faculty member's employment by an SCCD instructional

unit. Administrative evaluation should occur before the beginning of the fifth quarter within the nine (9) out of (12) quarter sequence outlined in Article 10.7a.

D. IEL Priority Hire (PHL) Faculty

Results from one quarterly student evaluation each year will be given to the Unit Administrator. Every 3 years, each IEL PHL faculty member will have a comprehensive administrative evaluation consisting of a review of student evaluations, a written self-evaluation by the faculty, and classroom observation by the unit administrator.

H.10 Core Faculty: The following rules on attaining Core Faculty status for IEL Full-time Faculty are established: (a) to protect faculty employment rights and faculty involvement in the establishment and protection of these rights in the Seattle Community College District, and (b) to define a reasonable and orderly process for the appointment of faculty to Core status, or for the nonrenewal of probationary faculty.

A. Definitions As used in this Agreement,

1. "Administrative Appointment" describes employment in a specific administrative position as determined by the appointing authority.
2. "Appointing Authority" is the Board of Trustees of Community College District VI.
3. "IEL Core Full-time Faculty Appointment" describes annually-contracted full-time employment as a teacher within an Intensive English program at any of the Seattle Community Colleges.
4. "IEL Probationary Core Faculty Appointment" describes a probationary full-time faculty appointment for a period of time not to exceed twelve consecutive quarters including summer quarter and excluding approved leaves of absence. Probationary faculty may be non-renewed without cause in accordance with the law and this Agreement.
5. "Faculty Peer" describes Core status or tenured faculty member within the same trade or discipline, or a closely related discipline.
6. "Probationer" describes any individual holding a probationary Core faculty appointment.
7. "Core Faculty Status" describes a Core faculty full-time appointment that is renewable on an annual basis, subject to available funding, for an indefinite period of time which may be granted by the appointing authority after a three-year probationary period and may be revoked only for sufficient cause and by due process.
8. "Core Status Review Committee" describes a five-member

review committee which is comprised of three (3) of the probationer's Core status and/or tenured faculty peers, the probationer's unit administrator, and a student representative. The Committee shall have duties including but not limited to evaluation of each probationer with regard to granting or withholding Core status.

9. "Unit" describes a division or department consisting of six (6) or more individuals holding Core faculty appointments. In the event that such a unit does not exist, "Unit" shall mean a combined body of the most closely related trade or discipline until six (6) individuals holding faculty appointments are in the unit.

B. Core Status Review Committee Selection.

1. The IEL Core Status Review Committee for each probationer will consist of five (5) individuals, to include three (3) Core faculty representatives of the administrative unit to which the probationer is assigned, or, if there are not enough Core faculty employed in the program, then tenured faculty chosen from a closely related discipline. The fourth member of the committee will be the unit administrator, who also will chair the Core Review Committee. The fifth member will be a student representative appointed by the Associated Student Body in accordance with procedures for such appointment established by the Student Body Government. The student may be a full-time international student, and, to the extent possible, shall be knowledgeable of the probationer's discipline or field of specialty.
2. Faculty representatives shall be selected by the faculty peers in the administrative unit acting as a body.
3. Core Status review committees shall serve as standing committees until such time as the probationer is either granted Core Faculty status or the probationary Core faculty appointment is non-renewed. Vacancies on the committees shall be filled in the same manner as the original appointment was made.

C. Functions of Core Status Review Committees

1. A Core Status review committee will be responsible for monitoring the performance of the probationer until she or he is granted Core Status or until the probationary Core faculty appointment is non-renewed. The Core Status review committee will observe the progress of the probationer for the purpose of recommending Core Status, extension of probation, or non-renewal. In the performance of this function, the committee may request information from other members of the administrative unit, from the probationer's students, and from supervisors relative to the

- probationer's performance of assigned duties.
2. The recommendations of any Core Status review committee may be referred for ratification to the Core Status members of the administrative unit. This procedure will also be used at the discretion of the committee or at the request of the campus president.
 3. The Core Status review committee for a probationer will be formed during the first quarter of probationary status.
 4. Core Status Review Committees will not monitor or review a probationer during summer quarters.

D. Evaluation of a Probationer.

1. Evaluation of a probationer may include student response, classroom observation, peer evaluation, supervisory evaluation, and self-evaluation. This evaluation must include performance against criteria established by the faculty/administrative unit and reviewed when a new probationer is hired. If the unit does not establish criteria, the unit administrator may establish the necessary criteria for evaluation of a probationer. The criteria must be reviewed and discussed by the Core Status review committee and may be revised to fit the needs of an individual probationer by the agreement of the committee.
2. The Core Status review committee will be responsible for furnishing the probationer with appropriate performance criteria and objectives in written form, to include the methods of performance evaluation to be used. The committee will hold a minimum of one (1) quarterly review conference (excluding summers) with the probationer. The substance of these conferences will be recorded in written form and will be sent via administrative channels including the executive dean, if appropriate, to the vice-president or campus president. Observed areas needing improvement should be put in writing and discussed in conference with the probationer as soon as possible. A professional improvement plan intended to address these areas must be developed and reviewed by the committee. Both the committee and the probationer must be aware that the primary purpose of the committee, in addition to monitoring and evaluation, is to assist the probationer in meeting the requirements of assigned duties and in fulfilling the objectives set by the committee.
3. As an indication that the probationer has knowledge of all probationary information, the written records of all conferences, reports, and evaluations will be disclosed to and signed by the probationer by the end of the quarter in

which they are produced, or, if not available at that time, no later than the following quarter (excluding summers).

4. The Core Status review committee members will arrange at least one (1) classroom observation per quarter (excluding summers) with teaching probationers. These observations will be recorded in written form as part of the probationer's evaluation materials.
5. Documents other than those produced or requested by members of the Core Status review committee will not be placed in the Core status record except by the agreement of the members of the committee. Probationers have the right to respond in writing for the record to any documents placed in their record. If complaints of substance that may affect the decision are brought to a committee meeting or to committee members, and the probationer has not been previously informed, a decision by the committee will be deferred for at least two (2) working days to provide the probationer an opportunity to respond before a decision is made.

E. Core Status Review Committee Reports.

During faculty probation, the responsible Core Status review committee will report as follows:

1. In the first probationary year, the committee for each probationer will forward via the appropriate executive dean, if appropriate, or vice-president to the campus president a report of its activities, observations, evaluations, and also its recommendation to award Core status, to non-renew, or to extend probation for an additional year not later than three (3) weeks prior to the last day of the second quarter (excluding summers).
2. In the second probationary year, the committee will follow the same procedures as for the first probationary year, submitting its recommendation three (3) weeks prior to the end of the fifth quarter (excluding summers).
3. In the third probationary year, the committee's final recommendations must be forwarded via the appropriate unit administrator and/or vice-president to the campus president by the second week of the eighth quarter (excluding summers). Final recommendations should be either to award or to deny Core faculty status.
4. Upon formal recommendation of the review committee and with the written consent of the probationary faculty member, the appointing authority may extend its probationary period

for one, two, or three quarters, excluding Summer Quarter, beyond the maximum probationary period established herein. No such extension shall be made, however, unless the review committee's recommendation is based on its belief that the probationary faculty member needs additional time to complete satisfactorily a professional improvement plan already in progress and in the committee's further belief that the probationary faculty member will complete the plan satisfactorily. At the conclusion of any such extension, the appointing authority may award Core status unless the probationary faculty member has, in the judgment of the committee, failed to complete the professional improvement plan satisfactorily.

5. Copies of all Core Status review committee reports and recommendations for any probationary year will be furnished to the probationer in a timely fashion and also forwarded to the campus president via the executive dean, if appropriate, or vice-president through regular administrative channels. In addition, the Core Status review committee's recommendations for such probationary year will be discussed in conference with the probationer and the basis for the committee's recommendation explained to the probationer.

6. If the first- or second-year probationer disagrees with the Core Status Review Committee's or the Administration's recommendation, she or he shall be given the opportunity to present his or her case before the campus president prior to the final action. If a third- or fourth-year probationer disagrees with the Core Status Review Committee's or the Administration's recommendation, she or he shall be given the opportunity to present his or her case before the Chancellor prior to final action.

Exclusion From the Grievance Procedure.

The provisions of H.10 shall be excluded from grievance and arbitration.

H.11 Seniority. For all such purposes as relevant, seniority of Intensive English faculty members shall be calculated in this specific program. Intensive English faculty shall not be placed on any District-wide seniority list.

H.12 Curriculum and Faculty Development. Curriculum and Faculty Development will be funded from IEP programs.

H.13 Released Time for Professional Activities. See Article 10.2.

APPENDIX I - Telecourses & Correspondence Study

I.1 Scope. The following categories and definitions shall apply:

- A. Correspondence Study: A course which uses mailed information between instructor and student. Limited or no face-to-face time with instructor. Open rather than quarterly enrollment.
- B. Provisional Telecourse: A course which uses videotapes, CD's, DVD's or other portable modalities of video / audio delivery to deliver the course content, and whose enrollment has not reached the threshold for Regular Telecourses (see section 1.10 below). Limited or no face-to-face time with instructor. Quarterly enrollment.
- C. Regular Telecourse: A course which uses videotapes, CD's, DVD's or other portable modalities of video / audio delivery to deliver the course content. Limited or no face-to-face time with instructor.

I.2 Integration of Telecourse & Correspondence with other Agreement Provisions.

Contract provisions for Correspondence Study (I.1.a) and Provisional Telecourses (I.1.b) shall be the same except for the provisions described in the following sections.

- A. Faculty Salary. Instructors responsible for the students enrolled in Correspondence Study or in a Provisional Telecourse shall be paid at the base rate of \$24.93 per quarterly credit hour for each student enrolled in the course up to 35 enrollees. One half of the per-student fee will be calculated based on tenth-day equivalent enrollment and paid at the next pay period. The remainder of the per-student fees shall be calculated based on the number of students enrolled on the day following the last day students may withdraw with a refund, and this amount will be paid at the end of the quarter. When the Legislature appropriates an increase to the part-time faculty salary, the base rate for Correspondence & Provisional Telecourse courses will be increased by the same percentage.

I.3. Workload.

- A. Correspondence Study: Workload shall not be calculated as in Article 11.3 for purposes of eligibility for pro-rata pay or tenure.

No individual instructor shall enroll more than 35 students per quarter in this mode of study. Enrollment will be tracked per student rather than per section.

- B. Provisional Telecourses: Workload shall not be calculated as in Article 11.3 for purposes of eligibility for pro-rata pay or tenure; however the following limits will be observed:
1. Full-time instructor may have one Provisional Telecourse overload
 2. Enrollment shall not exceed 35 students per class.
 3. Part-time instructors with a 50% to 66 2/3% load in regular classes may be assigned no more than two Provisional Telecourses.
 4. Part-time instructors with a 25% but less than 50% load in regular classes may be assigned no more than three Provisional Telecourses.
 5. Part-time instructors with less than 25% of regular classes may be assigned no more than four Provisional Telecourses.

1.4 Priority Hire. Credit toward eligibility for the priority-hiring list will not accrue when teaching Correspondence Study or Provisional Telecourses.

1.5 Movement of a Course from Provisional to Regular Telecourse Category. A course designated as Provisional shall move to the Regular Telecourse category when it has achieved a minimum enrollment of 22 students at the tenth day for three out of four quarters. By joint agreement of the administrator and the faculty member, the course can be run as a provisional course after meeting the requirements to move to regular status. The AFT shall be informed of any such agreement. When a course first moves to the Regular Telecourse category, instructors who have developed and taught the Provisional Telecourse shall receive a developmental cost reimbursement of \$1,000.

APPENDIX J - NEGOTIATIONS PROCEDURES

These procedures will govern collective bargaining negotiations between the Seattle Community College District and the Seattle Community College Federation of Teachers.

J.1 Negotiating Teams.

- A. Chief Negotiator: Chief negotiators shall be appointed by each party, and shall be the principal speakers for their respective constituents, both in and out of formal negotiations sessions. It is desirable that each party utilize the services of a professional negotiator, not an attorney, to act as chief negotiator; however, each party shall be free to select its own negotiator to minimize the costs for services.
- B. Team Composition: Each party shall limit the size of its team to five (5) members including legal advisors or professional negotiators.

J.2 Meetings.

- A. Scheduling: The chief negotiator of either party may request a meeting of the two teams at any time subject to the mutual convenience of all team members of both sides. It is agreed that meetings shall be held on a timely and regular basis.
- B. Location: Meetings will be held at a location which is mutually satisfactory.
- C. Notification: Each chief negotiator will be responsible for notifying all team members in advance of the time and place of the meeting.

J.3 Meeting Procedures.

- A. Agenda: The agenda for the first session shall be agreed to by the two chief negotiators in advance, and the agenda for each subsequent meeting shall be agreed to at the conclusion of the current session.
- B. Caucuses: The chief negotiator of either party may declare a caucus at any time to allow either or both teams to discuss matters related to the meeting. Teams are encouraged to keep caucuses brief.
- C. Termination of Meetings: Either chief negotiator may terminate any meeting at any time.
- D. Cancellations of Meetings: Under unusual circumstances, it may be necessary to cancel scheduled meetings. In such cases the chief negotiators shall be responsible for notifying their

respective teams. Cancellations of meetings should be kept to a minimum.

- E. Conduct in Meetings: Each side will treat the other with respect and courtesy.

J.4 Communications.

- A. Master File: The District Office shall be responsible for maintaining a master file of all communication relevant to negotiations.
- B. Transmittal of Documents: Only the chief negotiators shall transmit inter-team documents to the other, and this shall be done either in a formal meeting or via mail after the approval of the other has been obtained. Members of both teams will receive a copy of all documents.
- C. Public Announcements: During the course of negotiations there shall be only joint releases to the news media. This does not, however, restrict the right of each side to communicate with its own constituency. Each side will, however, use prudent judgment in its communication so that progress of the negotiations is not jeopardized.
- D. Proposals/Counter proposals: Every proposal advanced by one party shall be done via its chief negotiator and must be responded to, either with an acceptance, with a request to study the materials, with a counterproposal, or with a rejection by the other chief negotiator. Reasonable reading and study time shall be allowed for team members between the submission of proposals and their discussion.
- E. Communication of Concern: Either party may request a meeting to communicate its concern on a matter. These meetings may be for the purpose of exchanging information rather than for the conduct of negotiations.
- F. Acceptance of Items: Any item which is mutually agreed to in a negotiations session shall be initialed by the two chief negotiators at that time and shall not be subject to renegotiation except in the event that subsequent developments of information deem it advisable to both parties. Those initialed documents will become part of the master file. In case editorial/grammatical changes are directed by the teams, the revised copies shall be presented at the next negotiations session and shall be similarly initialed.

J.5 Ratification Procedures.

- A. Tentative Agreement: When an agreement has been developed through negotiations, the chief negotiator of each party shall

indicate tentative acceptance to their respective constituency. When tentative agreement is signified by the chief negotiator, all members of that negotiations team are bound to concur with said recommendation for ratification.

- B. Ratification: The teams shall present the document to their respective parties for approval.

J.6 Mediation Procedures.

- A. Impasse: In the event that an agreement cannot be reached, either chief negotiator may declare an impasse. This is a critical step and should be taken only after all avenues to a solution have been explored. The declaration of an impasse will immediately set the mediation procedures into operation.
- B. Mediation: Mediation shall be conducted under the auspices and rules of the Federal Mediation and Conciliation Service or by another mediation service which is mutually acceptable. Costs connected with the mediation shall be shared equally by both parties.

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