# MEMORANDUM OF UNDERSTANDING

**By and Between Edmonds College Management and**
**the Edmonds College Federation of Teachers, AFT Local 4254**

**Extension of Collective Bargaining Agreement**

This Memorandum of Understanding ("MOU") records the agreement made between Edmonds College Management ("College") and the American Federation of Teachers, Local 4254 ("AFT"), regarding the extension of the current faculty Collective Bargaining Agreement ("CBA").

The terms of the current CBA, which covers April 1, 2024, through June 30, 2026, will remain in full force and effect from July 1, 2026, through December 31, 2026, subject to the following:

1. The parties agree that all terms and conditions of the current CBA shall remain unchanged during the extension period unless modified by a written agreement signed by both parties.
2. This MOU represents the full and final agreement between the parties regarding the extension of the CBA. Any modification of this agreement must be made in writing and signed by both parties.

Agreed to by:

AMERICAN FEDERATION OF TEACHERS, LOCAL 4254

By: _____
Scott Haddock
President

Date: 6/3/2026

EDMONDS COLLEGE

By: _____
Dr. Amit Singh
President

Date: 6/4/2026

# Agreement

April 1, 2024 to June 30, 2026

**Edmonds College**
**Federation of Teachers**

# Agreement

The Board of Trustees
of
Washington Community College District 23

and

The Edmonds College
Federation of Teachers, Local 4254
AFT, AFL/CIO

April 1, 2024 to June 30, 2026

# TABLE OF CONTENTS

**ARTICLE I: FEDERATION RECOGNITION AND RIGHTS** **10**
1.1 Recognition and Accretion to the Unit 10
1.2 Federation Security 10
1.3 Notification 10
1.4 Payroll Deduction 10
1.5 Use of Facilities 11
1.6 Authorized Time 11
1.7 Use of Equipment 11
1.8 Use of Bulletin Boards, Internal Communications Systems, and Electronic Resources 12
1.9 Official Information 12
1.10 Participation in Board Meetings 13
1.11 Representation Outside of the College 13
1.12 Copies of Agreement 13
1.13 Workload Reassignment 13
1.14 Authorized Time for Grievances and Negotiations 14
1.15 Addressing Academic Employees 14
1.16 Political Activities 14
1.17 Meetings 14
1.18 Laws 14
**ARTICLE II: EMPLOYMENT PRACTICES** **15**
2.1 Nondiscrimination, Disability Accommodation, and Conflict Resolution 15
2.2 Diversity and Equity 15
2.3 Selection of New Full-Time Academic Employees 16
2.4 Definitions of Academic Employee Job Types 16
2.5 Individual Contracts and Personnel Action Forms 20
2.6 Faculty Transfer 22
2.7 Paychecks, and Underpayments, and Overpayments 22
2.8 Performance Appraisal 23
2.9 Personnel Files 25
2.10 Disciplinary Action 26
2.11 Complaints. 26
2.12 Full- and Part-Time Associate Academic Employee Professional Development 26

2.13 Policy Notification 29
**ARTICLE III: WORKING CONDITIONS 30**
3.1 The Purpose and Implementation of Academic Freedom 30
3.2 Facilities and Support Services 31
3.3 Parking and Transportation Fee 31
3.4 Staff Lounge 32
3.5 Materials and Ownership 32
3.6 Board Policies and College Regulations. 32
3.7 Transportation. 32
3.8 Legal Protection. 33
3.9 Emergency Preparedness. 33
3.10 Safety Committee 33
**ARTICLE IV: TENURE AND REDUCTION IN FORCE 34**
4.1 Tenure 34
4.2 College Appointment Review Committee 35
4.3 Award of Tenure and Extension of Probationary Period 40
4.4 Rights and Reasonable Expectations of the Probationer. 40
4.5 Dismissal Due to Reduction in Force (RIF) and RIF Units 41
4.6 Formal RIF Dismissal Procedure 45
4.7 Recall Rights of RIF'd Academic Employees. 50
4.8 Non-Renewal Excluded. 50
**ARTICLE V: DISMISSAL FOR CAUSE 51**
5.1 Dismissal for Cause of a Tenured, Temporary or Probationary Academic Employee. 51
5.2 Sufficient Cause for Dismissal. 51
5.3 Preliminary Proceedings Relating to Dismissal. 51
5.4 Formal Dismissal Procedure. 52
5.5 Request for a Hearing. 52
5.6 Composition of Dismissal Review Committee. 52
5.9 Responsibilities of Dismissal Review Committee. 53
5.10 Hearing Officer. 53
5.11 Duties of the Hearing Officer. 53
5.12 Procedural Rights of Affected Employee. 55
5.13 Final Decision by the Board of Trustees. 56
5.14 Effective Date of Dismissal. 56
5.15 Suspension. 56

5.16 Appeal from Board of Trustees' Decision. 57
**ARTICLE VI: EMPLOYEE BENEFITS 58**
6.1 Insurance. 58
6.2 Part-Time Employee Eligibility for Health Insurance Benefits. 58
6.3 Industrial Accident Insurance. 58
6.4 Reporting Standards for Full-Time Faculty. 58
6.5 Reporting Standards for Part-Time Faculty. 58
6.6 General Liability Coverage. 58
6.7 Notice. 59
6.8 Insurance During Leaves. 59
6.9 Review of Program with Employee or Beneficiaries. 59
6.10 Retirement Contributions and Deductions 59
6.11 Leaves Including Eligibility and Computation 59
6.12 Accident Leave. 60
6.13 Sick Leave Including Accrual and Use for Illness, Disability, Injury, Parental and Family, Bereavement, and Emergencies 60
6.14 Sick Leave Buy Out (Annual and Retirement) and Voluntary Employee Beneficiary Association Plan (VEBA) 65
6.15 Civil Duties Leave 66
6.16 Military Leave 67
6.17 Shared Leave 67
6.18 Personal Leave 67
6.19 Educational Leave 67
6.20 Professional Leave 68
6.21 Conditions for Paid Leave 70
6.22 Leave of Absence Without Pay 70
6.23 Tuition Waiver 71
**ARTICLE VII: CALENDAR AND WORKLOAD 72**
7.1 Contract Length and Calendar Development 72
7.2 Calendar Alternatives Including Trade and Advising Days 73
7.3 Professional Work Assignments 73
7.4 Assignment Calculations 74
7.5 Quarterly FTEF Calculation 76
7.6 Maximum Load 79
7.7 Assignment Span 79

7.8 Scheduled Assignments 79
7.9 Office Hours 79
**ARTICLE VIII: SALARY PLACEMENT AND ADVANCEMENT 81**
8.1 Initial Placement of New Academic Employees. 81
8.2 Placement of Returning Administrators. 81
8.3 Advancement on the Salary Schedule. 81
8.4 Promotional Advancements 81
**ARTICLE IX: ACADEMIC GOVERNANCE 82**
9.1 Divisions and Transfer 82
9.2 Departments 83
9.3 Department Heads Including Reassigned Time 83
9.4 College Contract Administration Committee, College Curriculum Committee, College Academic Standards Committee, and Faculty Professional Development Committee, and Grade Change Committee. 85
9.5 College Committees 87
9.6 Faculty Senate President 88
9.7 Associate Faculty Committee 88
9.7 College Committee Administration 88
**ARTICLE X: GRIEVANCE AND ARBITRATION 89**
10.1 Purpose and Objectives of the Grievance Procedures 89
10.2 Computation of Time 89
10.3 Eligibility to File 89
10.4 Informal Resolution and Formal Resolution: Step One 89
10.5 Step Two 90
10.6 Step Three: Arbitration 91
10.7 Arbitration Provisions 91
10.8 Jurisdiction of the Arbitrator 92
10.9 Additional Grievance Stipulations 92
**ARTICLE XI: CONDITIONS 94**
11.1 Scope of Agreement 94
11.2 Employer Rights 94
11.3 Article and Section Headings 94
11.4 Savings Clause 94
11.5 Waiver 95
11.6 Exceptions 95

11.7 Definitions of Calendar Day and Contract Day 95
11.8 Reopener 95
11.9 Duration 96
**Signatures** **97**
For The College 97
For The Federation 98
**APPENDIX A: SALARY** **101**
A.1 Full-Time Salary Schedule 101
A.2.1 Quarterly Part-Time Associate Salary 103
A.3 Special Assignments 106
A.4 Stipends 106
A.5 Substitute Teaching 107
A.6.1 Special Projects. 107
A.7.1 Co-curricular Activity Stipend 107
A.8.1 Professional Leave Stipend 109
A.10 Nursing Allocation 110
**APPENDIX B: PROVISIONS FOR CORRECTIONS EDUCATION EMPLOYEES** **111**
B.1.1 Scope of Appendix 111
B.2.5.3 Personnel Action Forms 111
B.2.12.1 Faculty Development 111
B.3.2 Safe Work Environment 111
B.4.1.1 Permanent Status 112
B.4.2.1 College Appointment Review Committee 113
B.4.3.1 Award of Permanent Status 117
B.4.4 Rights and Reasonable Expectations of the Probationer 118
B.4.5.1 Dismissal for Reduction in Force (RIF) 118
B.4.6.1 Formal RIF Dismissal Procedure. 120
B.4.7 Recall Rights of RIF'd Academic Employees 121
B.4.8. Non-Renewal Excluded 121
B.5.1 Dismissal for Cause of an Academic Employee 121
B.6.13.1 Sick Leave. 123
B.7.1.1 Contract Year 123
B.7.3.2 Instructor Professional Assignment 124
B.7.4.3 Part-Time Assignment. 124
B.7.4.4 Preparation Time 124

B.7.5 Professional Work Load Guide 124
B.7.9.3 Class Capacities. 124
B.7.9.4 Stipends for Lockdowns 125
B.9.4 Monroe Contract Administration Committee 125
**APPENDIX C 127**
C.1.1 Community Services Classes 127
C.2 Self-Support Credit-Generating Classes 127
C.3 Customized Training 127
C.4 Dispute Resolution for Appendix C Programs 127
C.5 Reopener. 127
APPENDIX D - FORMS AND DATA 127
ANNUAL FULL-TIME FACULTY PLANNING FORM 127
**APPENDIX D - ANNUAL FULL-TIME FACULTY PLANNING FORM 128**
**APPENDIX E - DEPARTMENT HEAD REASSIGN TIME 130**
E.1 DEPARTMENT HEAD REASSIGNED TIME 130

# ARTICLE I: FEDERATION RECOGNITION AND RIGHTS

## 1.1 Recognition and Accretion to the Unit

**1.1.1 Recognition.** The Board of Trustees of Washington State Community College District 23, recognizes the Edmonds College Federation of Teachers, Local 4254, AFT, AFT Washington, AFL/CIO, hereinafter referred to as "the Federation," as the exclusive bargaining agent for all Community College District 23 academic employees in the following categories (1) teacher, (2) counselor, (3) librarian, and (4) department head, whether full- or part-time (hereinafter referred to as "associate"). Excluded are all other employees. The term "College" used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

**1.1.2 Accretion to the Unit.** Any group of employees excluded from the bargaining unit may be added to the bargaining unit in accordance with statute and the rules and regulations promulgated by the Washington Public Employment Relations Commission (PERC). Matters regarding unit clarification shall be also handled by the PERC.

## 1.2 Federation Security

The College hereby agrees that every academic employee shall have the right to freely organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The College agrees that it will not discriminate against any academic employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Federation, participation in any lawful activities of the Federation or collective negotiations with the College or any grievance, complaint, or proceeding under this Agreement. Nothing in this section shall be construed to diminish the opportunity of the College to utilize any legal remedies available.

## 1.3 Notification

**1.3 Notification.** The College agrees to notify all applicants and new hires of the Federation's information on membership.

## 1.4 Payroll Deduction

**1.4.1 Payroll Deduction.** The College shall provide payroll deduction of Federation membership dues and contributions to political action committees for full-time and associate academic

employees, upon receipt of a signed membership form. Such deductions shall be remitted to the authorized Federation representative within five (5) contract days of the issuance of payroll checks. The Federation agrees to indemnify the College and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the College for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the academic employee and such authorization has not been rescinded.

**1.4.2 In Deduction of Federation dues**, the following shall apply:

a. All dues shall be through payroll deduction.

b. Once an associate academic employee has had deductions taken, any deductions in subsequent quarters shall automatically begin with the first pay period.

## 1.5 Use of Facilities

The Federation and its representatives shall have the right to schedule the use of College buildings to transact lawful Federation business, provided that normal scheduling procedures are followed and further provided that no additional cost is incurred by the College. The Federation may rent suitable office space on campus for a rental fee equivalent to the office space square footage multiplied by sixty percent (60%) of the Office of Financial Management (OFM) facility "Operating Impact" (M & O) annual rate per square foot. Once a suitable office space has been chosen by the College and the Federation, such office shall remain in the same location for the duration of this Agreement, unless mutually agreed to by the College and the Federation.

## 1.6 Authorized Time

Duly authorized representatives of the Federation shall be permitted to transact official Federation business on College property during working hours provided there is no disruption to instructional programs.

## 1.7 Use of Equipment

The Federation shall have the right to reasonable use of College owned or rented office equipment when such equipment is not otherwise in use. The Federation also agrees to pay for the actual costs of all materials, supplies, and charges incidental to such use.

## 1.8 Use of Bulletin Boards, Internal Communications Systems, and Electronic Resources

**1.8.1 Bulletin Boards.** The Federation shall have the right to post official notices of its activities and matters of Federation concern on Federation bulletin boards located as agreed upon by the Contract Administration Committee (CAC).

**1.8.2 Use of Internal Communications Systems.** The Federation shall have the right to use the College's communications services and academic employee mailboxes for communications to academic employees, including mass distributions, provided that the material clearly indicates that the Federation is the distributor of the material, and that the material is related to the administration of this Agreement. Representatives of the Federation shall have the right to distribute materials to faculty members within the College. This right shall include, but not be limited to, access to academic employee mailboxes. The Federation shall be entitled to distribute mail through the outgoing mail service provided it reimburses the College in accordance with applicable regulations.

**1.8.3 Use of Electronic Resources** Desiring to be in full compliance with provisions of the Ethics in Public Service Act, appropriate use of College electronic resources (email) will be confined to postings on the faculty listserves and through the email system of messages, notices, and announcements related to administering the negotiated agreement and conducting Federation business (e.g. posting minutes, announcing Federation election results).

Additionally, communication with AFT Washington staff and other College representatives related to Federation management is acceptable use.

It is understood that College resources may not be used to lobby legislators or other governmental officials or for other excluded political usage.

## 1.9 Official Information

The Federation shall be furnished with one (1) electronic copy of minutes, agendas, and related study materials at the same time and in the same form as those furnished to the public and the Board of Trustees. Nothing in this section shall be construed to diminish the President's right to privileged correspondence with the Board of Trustees.

To assist the Federation in carrying out its role as the bargaining agent for academic employees,

the College upon request shall furnish to the Federation information in the same form available to the general public. Such information shall include names and available work addresses and office telephone numbers of academic employees. The College agrees to provide updated lists before the 15th working day of each quarter.

## 1.10 Participation in Board Meetings

A Federation representative shall have the opportunity to attend all open Board meetings. The Federation shall be allowed to enter any items on any agenda consistent with the procedures of the Board of Trustees and shall be allowed to speak on any question on any agenda.

## 1.11 Representation Outside of the College

The Federation shall have the right to send two (2) representatives to legislative committee hearings, State Board for Community and Technical College (hereinafter "SBCTC") meetings, or Federation national, regional or statewide meetings or conferences providing that arrangements or assignment coverage are approved by the appropriate division administrator. Travel and related expenses shall be borne by the Federation.

## 1.12 Copies of Agreement

The College agrees to provide the Federation with copies of this Agreement in a mutually agreeable format for all members of the unit. Distribution of the initial copy of this Agreement shall be the responsibility of the Federation. The Human Resources Office thereafter shall make copies available to new employees during the term of this Agreement.

## 1.13 Workload Reassignment

In recognition of the responsibilities of the Federation's President regarding agreement-related matters, the incumbent in this office shall be granted one-third reduction in workload during fall, winter, and spring quarters. With the approval of the Federation, the Vice President of Instruction (VPI) may grant up to one-third reduction in workload for an academic employee chosen by the Federation during fall, winter, or spring quarters for the Federation to use at its discretion. The Federation shall reimburse the College for the actual cost of replacement faculty for one third of a full-time teaching schedule.

In the event that an associate faculty member is elected Federation President, they will be compensated as a full-time temporary faculty member.

There is an expectation that the elected Federation President will not take on any moonlight

courses during fall, winter, or spring quarters for the duration of their term.

## 1.14 Authorized Time for Grievances and Negotiations

Appropriate Federation representatives shall suffer no loss of compensation in time or money when meeting with administrative personnel on matters relating to grievances or when attending a scheduled negotiations meeting or committees authorized by this Agreement.

## 1.15 Addressing Academic Employees

Prior to the commencing of classes of each academic year, the Federation President or designee shall have the opportunity to address academic employees.

## 1.16 Political Activities

The Federation agrees that none of the rights and privileges resulting from this article shall be used directly or indirectly for political activities prohibited by statute.

## 1.17 Meetings

The College shall make a reasonable attempt to keep every Wednesday afternoon from 2:00 to 5:45 p.m. free for Federation members of the contractual committees and the Federation Executive Council to conduct business related to this Agreement.

## 1.18 Laws

Nothing contained herein shall be construed to deny, restrict, or diminish any rights an academic employee may have under the laws of the State of Washington and of the United States or other applicable regulations.

# ARTICLE II: EMPLOYMENT PRACTICES

## 2.1 Nondiscrimination, Disability Accommodation, and Conflict Resolution

**2.1.1 Nondiscrimination.** The College shall take no discriminatory action relative to but not limited to hiring, work assignments, promotions, training opportunities, leaves, pay or the awarding of tenure against any academic employee or any applicant for any academic employee appointment on the basis of race, religion, color, national origin, citizenship, age, sex, sexual orientation, gender identity, organizational affiliation, marital status, disability, veteran status, or political beliefs. Alleged violations of this section will be processed by the applicable regulatory agency. In the event a regulatory agency does not have jurisdiction, the grievance procedure of this Agreement may be utilized.

**2.1.2 Disability Accommodation.** The College agrees to provide reasonable disability accommodation in accordance with the guidelines of both the Washington State Human Rights Commission and the Federal Americans with Disabilities Act (ADA). The College will provide a Request for Accommodation Form to any academic employee requesting one. Assistance with the disability accommodation process is available through both the Human Resources Office and the Federation.

**2.1.3 Conflict Resolution.** The Federation and the College agree that it is in the best interest of all concerned to resolve disputes at the earliest opportunity and at the lowest level. Assistance in resolving disputes is readily available and can be accessed through contact with the Federation President, Human Resources, any Vice President, and the Vice President for Equity, Inclusion, and Belonging (VPEIB).

## 2.2 Diversity and Equity

**2.2.1 Diversity and Equity.** The College and the Federation will abide by the College's Diversity and Equity Plan, which will be forwarded to each hiring committee upon request.

**2.2.2 Diversity in Hiring.** The College and the Federation are committed to the goal of increasing the diversity of the College's faculty.

## 2.3 Selection of New Full-Time Academic Employees

**2.3.1 Selection of New Academic Employees.** Academic employee vacancies shall be filled in accordance with the College's Policies, Regulations, Diversity and Equity Policy and Plan, and the nondiscrimination provision of this Agreement. Position requirements will place the highest priority on addressing student needs and will include an expectation for advancing department, division, and institutional strategic goals which include increasing the diversity of our instructional faculty.

**2.3.2** For full-time academic hires, appropriate full-time academic employees shall be involved in recommending qualifications and in the screening and interviewing process. Whenever possible, screening committees for full-time academic employee positions shall include tenured or permanent status academic employees from the discipline or related disciplines.

**2.3.3** When possible, full-time academic employees in the appropriate department shall be involved in developing qualifications for associate and special full-time positions.

**2.3.4** For associate academic employees, the appointing authority may be delegated by the President through the VPI to the division administrator. The appointing authority and full-time academic employees in the appropriate departments shall screen the prospective associate academic employee candidates to develop a pool of qualified candidates on an as needed basis. The only exception shall be when the associate appointing authority has insufficient time to involve the full-time faculty of the department or when no full-time faculty are in that department. That pool shall be preserved and maintained by Human Resources.

**2.3.5** All faculty appointments are contingent upon performance, enrollment, funding, and program needs.

### 2.3.6 Summer Assignments

All faculty teaching during summer quarter are classified as associate faculty unless their full-time contract includes summer quarter. Summer classes shall be scheduled in accordance with the department's written policy and CBA 2.3.5.

## 2.4 Definitions of Academic Employee Job Types

a. ***Tenured appointment.*** An appointment granted tenure by the Board of Trustees that

can be revoked only for cause and with due process per Articles IV or V.

b. ***Permanent status appointment.*** An appointment granted by the Board of Trustees that can be revoked only for cause and with due process per Sections B.4.5.1 through B.5.8 and D.4.5.1 through D.5.8 as appropriate.

c. ***Probationary appointment.*** An appointment for a designated period of time during which the probationer is evaluated as a candidate for tenure or permanent status that cannot be dismissed during the term of the appointment without just cause but can be renewed or non-renewed by the Board of Trustees.

d. ***Full-time, temporary annual appointment.*** An appointment for an academic year given to an employee who is replacing a full-time employee who is expected to return to the College or who has been hired into a position funded by special funds such as a grant or contract. This appointment will receive the same leave provisions provided to a full-time probationary appointment.

e. ***Full-time, quarterly appointment.*** An appointment for an academic quarter given to an academic employee (1) who is replacing a full-time employee who has left the College, (2) who is filling a new position for which a full recruitment has yet to be conducted, (3) who is replacing an employee expected to return to the position, or (4) who has been hired into a position funded by special funds such as a grant or contract but paid on the full-time salary schedule. This assignment carries the expectation to perform the same types of duties as other annually-contracted full-time employees such as advising, office hours, and department and division responsibilities.

f. ***Associate Appointments****

**For the first year of this agreement all associate faculty will be evaluated.*

***Associate appointment.*** An appointment offered to part-time academic employees at Steps A through F. (A.2.2)

***Associate, quarterly appointment.*** A quarterly appointment offered to a part-time academic employee.

**Step A.** Associate employees at Step A are in the 1st through 9th quarters of teaching at the college. Student evaluations will be conducted quarterly, and classroom or online

observation will be conducted once every year by the dean or associate dean.

**Step B.** Associate employees at Step B have successfully completed nine (9) quarters of teaching at Step A. Associates at Step B may elect to remain in associate status, continue an existing affiliate appointment, or apply for Senior associate appointments. Student evaluations will be conducted once annually, and classroom or online observation will be conducted once every year by the dean or associate dean.

**Step C.** Associate employees at Step C have successfully completed eighteen (18) quarters. Associates at Step C may elect to remain in associate status, continue an existing affiliate appointment, or apply for Senior associate appointments. Student evaluations will be conducted once annually, and classroom or online observation will be conducted once every two (2) years by the dean or associate dean.

**Step D**. Associate employees at Step D have successfully completed twenty-seven (27) quarters. Associates at Step D may elect to remain in associate status, continue an existing affiliate appointment, or apply for Senior associate appointments. Student evaluations will be conducted once annually, and classroom or online observation will be conducted once every two (2) years by the dean or associate dean. Step D takes effect beginning July 1, 2024.

**Step E.** Associate employees at Step E have successfully completed thirty-six (36) quarters. Associates at Step E may elect to remain in associate status, continue an existing affiliate appointment, or apply for Senior Associate appointments. Student evaluations will be conducted once annually, and classroom or online observation will be conducted once every three (3) years by the dean or associate dean. Step E takes effect beginning July 1, 2025.

**Step F.** Associate employees at Step F have successfully completed forty-five plus (45 or more) quarters. Associates at Step F may elect to remain in associate status, continue an existing affiliate appointment, or apply for Senior Associate appointments. Student evaluations will be conducted once annually, and classroom or online observation will be conducted once every three (3) years by the dean or associate dean. Step F takes effect beginning July 1, 2025.

***Associate, assurance of employment.*** An annual appointment offered to associate academic employees at Step B or higher a minimum FTE level granted by the VPI or

their designee. The College will attempt to hire associate assurance faculty at an FTEF of 0.5 or greater.

***Application Process***. Associate faculty at Steps B or higher may apply for assurance of employment by sending a letter of intent to the appropriate dean and the VPI including a statement of not more than 500 words describing the applicant's past and present contributions to the College. Student evaluations and classroom observations for the previous three years will also be considered. The applicant will be notified in a timely manner if assurance has been awarded. If assurance is not awarded, the applicant may reapply.

***Senior Associate Appointment.*** Senior associate is defined as a College appointment offered to Associate Faculty at Step B or higher with an ongoing status at a minimum 0.5 FTE or as close as practical to earn benefits. Thirty-three (33) additional special assignment hours will be assigned quarterly. While it is understood that these special hours will be used primarily for student contact activities, such as office hours and advising, they may also be used for other departmental duties, including participating in meetings, serving on committees, and other assignments. Regarding teaching schedules, to meet a minimum 0.5 FTE, a senior associate faculty has the right to replace associate academic employees in the same department with an associate faculty without senior status, provided the class is within the same department, and the senior associate is qualified to teach that class.

***Application Process.*** Associate faculty at Steps B or higher may apply for senior status by sending a letter of intent to their dean and the VPI including a statement of not more than 500 words describing the applicant's past and present contributions to the College and how they plan to serve students and their department in the Senior associate role. Student evaluations and classroom observations for the previous three years may also be considered. The applicant will be notified in a timely manner if senior status has been awarded. If senior status is not awarded, the applicant may reapply.

Senior status is ongoing but dependent on satisfactory performance as determined by student evaluations and classroom observations, the current needs of each department in the College, and will be dependent upon enrollment.

Any break in employment must be approved by the dean in writing. Failure to do so will be considered sufficient grounds to end senior status.

The College agrees to appoint the maximum number of senior associate faculty consistent with the needs of the College. The number of Senior Associate faculty appointed each year will be brought to the Contract Administration Committee for discussion.

***Affiliate appointment.*** No new affiliate appointments will be offered after July 1, 2015. (See Step B under Associate appointments) Faculty holding affiliate status will discuss the application process for senior status with their dean.

## 2.5 Individual Contracts and Personnel Action Forms

**2.5.1 Individual Contracts and Personnel Action Forms.** All academic employees shall be issued an individual contract, which shall state:

a. That it incorporates by reference this Agreement;

b. That it incorporates by reference the information on the personnel action form(s) for the assigned period;

c. The beginning and ending dates of the assignment period;

d. The type of appointment held by the employee;

e. Any available choices as to the number of payments made to the employee;

f. The failure to return a contract within fifteen (15) calendar days after receipt shall mean such individual academic employee does not intend to return and no longer desires to be employed by the College.

**2.5.1.a** When an associate academic employee is hired, the new employee letter will describe faculty job types as described in 2.4. The VPI or their designee will notify associate academic employees of assurance and senior associate appointments and provide information about any required selection processes. The determination of the number of senior associate appointments will be established annually by the College. The VPI or their designee will meet and discuss this determination with the Federation.

**2.5.2 Personnel Action Forms.** Each academic employee shall receive a copy of any personnel action forms issued. Such personnel action forms shall state:

a. The appropriate step placement and salary or part-time rate.

b. The teaching load or other assignment as appropriate.

c. The beginning and ending dates of the assignment period.

d. The total number of days, hours or percent of workload as appropriate, of the assignment period.

**2.5.3** The College shall provide such contracts to each full-time academic employee by May 15th prior to the ensuing academic year of assignment provided that, in the event an interagency agreement has not been reached between the College and Department of Corrections (DOC), individual contracts shall be issued no later than ten (10) calendar days after contract renewal with the DOC. Full-time academic employees on leave must be notified by certified mail. Each individual employee who intends to return or commence employment in their respective tenured or probationary appointment shall so notify the College by signing the individual contract and returning it no later than fifteen (15) calendar days after its receipt.

**2.5.4** The College shall provide individual contracts to each associate academic employee no later than two (2) weeks after the first class day. No associate assignment shall be canceled except in accordance with pre-established criteria provided by the VPI.

**2.5.5** If Quarterly or Assurance associate faculty at Step B are not to be considered for reappointment, they shall be given written notice by their dean or designee at least thirty (30) days prior to the end of their contract. Upon request, the VPI or designee will review the decision.

**2.5.6 Cancellation/Replacement Pay**. If an associate academic employee is removed from a class due to class cancellation the following provisions shall apply. These provisions shall also apply if an associate academic employee is "bumped," that is, replaced by a full-time instructor or by another associate instructor in accordance with 2.4.f.

a. If the cancellation/replacement occurs one (1) week or less prior to the first class, compensation of $100 flat rate for preparation time will be provided.

b. If the cancellation/replacement occurs after the class begins, an additional $50 flat rate will be provided for teaching time.

c. These compensation provisions do not apply to a full-time academic employee who is teaching a class beyond a full-time assignment (moonlight assignment).

## 2.6 Faculty Transfer

**2.6.1 Faculty Transfer** In order for a transfer to occur, all of the following criteria must be met:

a. The academic employee must hold tenure or permanent status at Edmonds College.

b. There must be an opening, approved by the President, in the unit to which the employee wishes to transfer and a position announcement prepared by the Human Resources Office listing the required and preferred qualifications for the position.

c. The employee must make a request in writing to the VPI, naming the unit and position to which the employee wishes to transfer. This request shall include a recent resume and cover letter stating how the employee meets the qualifications for the position.

d. The VPI, the appropriate division administrator, and the appropriate department head will determine whether the employee meets the established criteria for the position. If the determination is positive, the employee will be permitted to interview with the finalists for the position. If the determination is negative, the VPI will notify the employee in writing why the determination was made that the employee did not meet the criteria for the position.

e. A tenured employee may be eligible to transfer only to other tenure-track positions. An employee with permanent status may be eligible to transfer only to other permanent status positions within the original funding source. If the employee is selected to transfer to the new unit, all accrued seniority earned at Edmonds College shall be retained. The employee will be placed in the new RIF unit.

The decision regarding the selection for the open position is not grievable under this Agreement. Transfer applicants may grieve violations of process or civil rights violations through the appropriate regulatory agency.

## 2.7 Paychecks, Underpayments, and Overpayments

**2.7.1 Paychecks.** Paychecks will be issued under the appropriate rules of the OFM as they currently exist or hereafter may be modified. Specific implementation of such rules shall be

reviewed by the Contract Administration Committee. Employees can access check advice information including leave balances in ctcLink.

**2.7.2 Underpayments.** When errors are made resulting in underpayments to full-time or associate academic employees, the College shall advance to the employee the amount of the underpayment within seven (7) calendar days of notification to the College Payroll Office.

**2.7.3 Overpayments.** When errors are made resulting in overpayments to full-time or associate academic employees, the College shall provide notice to the employee and the Federation President that outlines their rights and responsibilities regarding repayment.

## 2.8 Performance Appraisal

**2.8.1 Performance Appraisal.** To support continued academic excellence, the College will periodically evaluate the performance of its academic employees in a fair, reasonable, and equitable manner. All academic employees shall be evaluated in accordance with this article, except for probationary academic employees, who shall be evaluated in accordance with Article IV or, as appropriate, in accordance with Section 2.8.3.

**2.8.2 Part-Time.** Part-time or associate faculty, including part-time counselors and librarians, will be evaluated using multiple indices of performance as approved by the Contract Administration Committee. Student evaluations and observations will be administered pursuant to 2.4.f.

### 2.8.3 Continuous Improvement Process for Tenured and Permanent Status Academic Employees

**2.8.3.1 Intent.** The continuous improvement process for a tenured academic employee is intended to be a formal process between a tenured academic employee and their administrator. It provides the employee with the opportunity to share their professional experience with their administrator and to understand the administrator's perceptions of their performance.

The purpose of the continuous improvement process is to strengthen the professional skills of the tenured academic employee. It is not to be used as a tool for disciplinary purposes. Should deficiencies in a tenured academic employee's performance become evident, the employee is responsible for remediation of the deficiencies and taking corrective action. The College is expected to assist through development opportunities agreed to by both parties.

**2.8.3.2 Procedure.** Each tenured academic employee will complete an evaluation cycle once every three (3) years. During the three (3) year cycle, the employee will collaborate with their supervisor to plan, implement, and document in a report significant activities undertaken to increase professional learning, growth, and/or accomplishments.

Reports can be compiled in a variety of formats, and employees are encouraged to think creatively about both their pursuit of professional learning and the most effective way to document and present their continuous improvement achievements. Reports should include the Annual Full-Time Planning Form (see Appendix D) and should also include:

(1) Student feedback which will include student opinion surveys conducted by administration in one class per year for each tenured academic employee or periodic client opinions accumulated over one quarter per year for counselors and librarians.

(2) A self-evaluation by the employee that includes a reflection on the three yearly planning forms, and that addresses areas of significant professional growth, learning, or accomplishment.

(3) A written response completed by the supervisor during the third year. The supervisor will schedule an initial meeting with the tenured academic employee during the first year of their post-tenure evaluation cycle to review the employee's yearly planning form (see Appendix D). The evaluation cycle will be completed three (3) years after the initial meeting. The process will include a classroom or online observation and will conclude with a meeting between the supervisor and the employee to discuss the previous three years of professional development, and plans going forward. In observations, deans will look for Regular and Substantive Interaction (RSI), accessibility, Diversity, Equity and Inclusion (DEI), and/or other evidence of excellence in teaching and learning.

**2.8.4 Student Evaluation Ratings.** When student evaluation scores indicate concern about an academic employee's teaching, counseling, or librarian skills, the division administrator will meet with the academic employee and assist them in working out a reasonable improvement plan.

**2.8.5 Confidentiality.** All evaluation materials and ratings are to be confidential. Any data not sent to the academic employee's personnel file shall be returned to the academic employee or destroyed. Consistent with applicable statutory and legal requirements,

procedures shall be established which ensure that only appropriate authorized personnel have access to evaluation data. For the duration of this contract any full-time academic or tenured faculty may request their last performance appraisal report be removed from their personnel file.

**2.8.6 Full-Time.** Full-time instructors will have student evaluations administered for all classes during the quarter of their choice of each academic year. Full-time counselors and librarians will be evaluated by their supervisor and/or their students during the quarter of their choice each academic year. Additional student evaluations may be administered by the supervisor if necessary to resolve substantive complaints.

## 2.9 Personnel Files

**2.9.1 Personnel Files.** The College shall retain only one personnel file for each academic employee, which shall be located in the Human Resources Office. No other personnel file shall be maintained by any officer or administrator of the College. This shall not preclude the maintenance of all lawful payroll records by the Payroll Office, nor vocational certification records, nor maintenance of appropriate committee records, nor working files for the purpose of performance appraisal or resolution of complaints at another location. Except in extraordinary, emergency situations, no disciplinary action may be taken against an academic employee unless such action is based on relevant materials that have been properly placed in the personnel files.

**2.9.2 Notification.** Except for routine administrative documents such as employment notices, no information will be placed in an academic employee's personnel file unless copies have been furnished to the affected employee. Academic employees shall be notified when any documents are placed in their file. For purposes of this section, an employee's receipt of a copy of a document with a copy-to-file notation shall constitute notice to the employee. The academic employee has the right to read all personnel file material and to append to it answers to any charges, complaints, or statements involved, and to sign and date the material. Such signing shall not imply agreement with the statements contained in the material.

**2.9.3 No Anonymous Materials.** Excluding official summaries of student evaluations, no anonymous materials shall be placed in any personnel files.

**2.9.4 Right to Review.** All academic employees shall have the right to review the entire contents of their personnel file. A Federation representative or the academic employee's attorney may accompany the academic employee upon their request to review their personnel file. The

contents of the personnel file shall be available for photocopying in the presence of an authorized Human Resources employee and the academic employee involved or their designee. Photocopying charges shall be borne by the College.

**2.9.5 Restricted Use.** Use of an individual personnel file for administrative purposes shall be noted and inserted in the file. Consistent with applicable statutory and legal requirements, only bona fide representatives of the College or employee shall have access to files containing evaluations or other personnel actions. The Employee and Federation shall be notified of requests which go beyond normal administrative requirements.

**2.9.6 Disciplinary Material.** Disciplinary material shall be removed from the file after six (6) years if there has been no recurrence of the problem or at any time upon mutual agreement between the academic employee and the immediate supervisor, except for applications of last-chance discipline or information related to pending legal action or for which legal action may reasonably be expected to result.

## 2.10 Disciplinary Action

**2.10.1 Disciplinary Action.** Discipline will be only for just cause and will be progressive as applied to the specific facts of the case involved. Disciplinary documents and all materials related to discipline will be treated in accordance with Personnel File provisions of this Agreement. The academic employee has the right to Federation representation in any disciplinary proceeding, including the College's investigatory interviews with the employee.

## 2.11 Complaints

In any instance where the College receives a substantive complaint about the performance of an academic employee from students, the public, or College personnel, the College is required to notify the affected employee within ten (10) contract days. The College or the employee may request a meeting to discuss the complaint informally and, if possible, resolve it. Such meeting will normally take place during the academic employee's regular schedule.

## 2.12 Full- and Part-Time Academic Employee Professional Development

**2.12.1 Professional Development.** Consistent with fiscal and budgetary limitations, the College shall provide opportunities for academic employees to engage in voluntary professional development activities that are informal and separate from performance appraisal. Results or materials from these activities are not to be a part of the formal evaluation or the personnel record unless the academic employees choose to enter them into their personnel record or in

accordance with Article VIII advancement.

**2.12.2 Faculty Professional Development Coordinators.** The College agrees to provide 0.666 release time for the Faculty Professional Development Coordinators to provide professional development opportunities with an equity lens. It is the intention that this position be split between two faculty members (one full-time and one part-time, each receiving 0.333 release time). The Coordinators shall receive annual appointments for a two-year term through an open application process.

**2.12.3 Full-time Individual Allocation.** Full-time academic employees assigned to programs supported through SBCTC funding allocation shall be granted a minimum of $2,000 per employee to be used over a fixed two-year period (to coincide with each fiscal biennium). Those full-time employees contracted on a quarterly basis shall be granted a minimum pro rata amount of funding; however, the VPI may grant up to the full $2,000 based on the anticipated contracting of that employee. The College and the Federation will consider annually whether additional monies are available. Access and use of the funds shall be according to the following criteria:

a. The fund shall be administered through the division administrator's office. Effective July 1, 2015, the funds are available beginning July 1st of the first year in the two-year cycle (first fiscal year of each biennium).

b. Use of the funds shall be restricted to:

1. Costs related to attendance at workshops, conferences, courses, or seminars.

2. Purchases of professional development materials such as videos, publications or other materials designed to assist faculty with professional development. Any purchase of computer/technology/mobile hardware or software must have pre-approval from the Chief Information Officer or designee prior to purchase.

3. Membership in professional organizations. (See also Section 2.12.5)

4. Costs associated with acquiring or maintaining vocational certification or other professional licenses, when those costs cannot be covered through other funding sources at the College. (See also Section 2.12.5)

5. Entrance fees for artistic events, performances, or exhibitions requested by Fine

Arts Department employees, when directly related to the employee's assignment and approved by the VPI.

6. A faculty member on professional leave is entitled to the use of their individual allocation during the period of their leave.

c. All use of funds must be consistent with OFM rules for use of state funds.

d. Any materials purchased are the property of the College.

e. By the last day of Winter Quarter in the second year of the cycle (biennium), a faculty member must declare their intent to either: (i) use the remainder of the funds that fiscal year by providing a detailed plan to the dean or their designee describing their intent or (ii) by providing a detailed plan describing how much they plan to donate to another faculty member. Funds not used or designated by the last day of Winter Quarter will be transferred to the division for the remainder of the academic year and must follow all fiscal deadlines.

**2.12.4 Faculty Professional Development Pooled Allocation.** The College will provide a pooled fund of $20,000 for each year of the Agreement for academic employees to participate in professional development activities related to the College strategic directions. The Faculty Professional Development Committee will propose an annual budget for 50% of this pooled allocation. The VPI is responsible for the promotion and allocation of these funds in collaboration with the Faculty Professional Development Committee.

**2.12.5 Associate Academic Employee Professional Development.** The College will provide a pooled fund of $25,000 for each year of the Agreement for associate academic employees to participate in professional development and division and department activities

a. The funds will be divided among the divisions who receive SBCTC allocated funds and will be pre-approved and administered through the divisions.

b. Use of funds may include:

1. Costs related to attendance at workshops, conferences, courses or seminars, or training related to the teaching assignment.

2. Attendance at campus teaching and learning activities and classroom observation of other faculty, paid at the stipend rate.

3. Attendance at individual department, division, and all-campus meetings, paid at the stipend rate.

4. Costs associated with acquiring or maintaining vocational certification or professional licenses required for the teaching assignment.

c. All use of funds must be consistent with OFM rules for use of state funds.

**2.12.6 Vocational Certification and Professional License Allocation.** The College will provide a pooled fund of $5,000 each year of the Agreement for academic employees to pay for licenses, certifications, and memberships that are required by their teaching assignments and are not otherwise paid for by professional/technical funds. The VPI is responsible for the promotion and allocation of these funds.

## 2.13 Policy Notification

All faculty members are expected to perform the duties and responsibilities of their academic contract and to comply with the College's rules, regulations, policies and procedures, and state and federal laws. All changes made to the College's rules, regulations, policies and procedures will be presented for discussion during the Contract Administration Committee (CAC).

# ARTICLE III: WORKING CONDITIONS

## 3.1 The Purpose and Implementation of Academic Freedom

**3.1.1 The Purpose of Academic Freedom.** Edmonds College is a community college. A major purpose of community college education is to share with students the scholarly, imaginative, and scientific efforts that have been made toward understanding our human condition and our world. Informed and critical students will be more able to act responsibly as citizens to make choices in their own lives, and to attempt solutions for problems of the future.

**3.1.2 Implementation of Academic Freedom.** Fully aware of their obligations under the laws of the land and contracts and duly negotiated agreements with the College and, as applicable, DOC rules and regulations, academic employees are guaranteed the following academic freedoms:

a. Academic employees are free to exercise all of their constitutional rights without institutional censorship, discipline, or other interference.

b. As scholars and specialists, academic employees are free to conduct research and publish the results.

c. As professionals in their respective disciplines, academic employees are free to select the content and methods through which they discharge their responsibilities. They are free to select textbooks, resource persons, and other materials required to carry out their assigned responsibilities consistent with departmental standards and reasonable financial restrictions determined by the College. There shall be no censorship of library collections. Corrections academic employees shall abide by the security restrictions established at each DOC institution or facility.

d. Academic employees may not be required to release information about their students other than those grades and official records required by the appropriate College recordkeeping office or when otherwise required by law.

e. This Article shall not be construed to deny or disparage any other rights and freedoms retained by academic employees.

## 3.2 Facilities and Support Services

**3.2.1 Facilities and Support Services.** Consistent with fiscal and budgetary limitations and use limited to College-related activities, the College shall provide the following facilities and support services to academic employees:

**3.2.2** The College shall provide each full-time academic employee with adequate and secure office space, furniture, and files. The College shall provide maintenance of these office facilities.

**3.2.3** All academic employees shall be able to use their office space at any time of the day or week. The College shall provide academic employees access to facilities necessary for conducting and fulfilling their professional duties. In addition, each division shall provide appropriate work and student consultation space for use by associate academic employees. Corrections employees shall abide by the security restrictions at each DOC institution or facility.

**3.2.4** The College shall furnish all equipment and supplies necessary for academic employees to teach their classes.

**3.2.5** The College shall provide staff services for academic employees at times convenient to class scheduling.

**3.2.6** The College and all academic employees shall make every reasonable effort to maintain safe working conditions. The College and all academic employees shall follow safety rules and precautions as they shall be promulgated.

**3.2.7** For all buildings under the direct control of the College, it shall provide adequate building and classroom maintenance to ensure academic employees, students, and guests have a clean, safe, and healthy working and studying environment.

**3.2.8** No academic employee shall be required to work under any known unsafe or hazardous conditions or perform tasks that endanger an academic employee's health, safety, or well-being.

## 3.3 Parking and Transportation Fee

**3.3.1 Parking.** The College shall provide academic employees working on College property with adequate designated on-campus parking.

**3.3.2 Transportation Fee.** Any mandatory transportation fee adopted by the Board of Trustees at any future time shall comply with the provisions of RCW 28B.130. Prior to any presentation to the Board of Trustees on any transportation fee (1) the Federation shall be given ninety (90) calendar days notice prior to adoption of such a fee and (2) such proposed fee shall be discussed at a regular meeting of the Contract Administration Committee (CAC) prior to adoption.

## 3.4 Staff Lounge

Academic employees working on College's property shall have a designated staff lounge to be provided and maintained at the expense of the College.

## 3.5 Materials and Ownership

**3.5.1 Materials and Ownership.** The ownership of any materials, processes, or inventions developed solely by an academic employee's individual effort and expense shall vest in the academic employee and be copyrighted or patented, if at all, in their name.

**3.5.2** The ownership of materials, processes, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.

**3.5.3** In those instances where materials, processes, or inventions are produced by an academic employee with College support, through the use of significant personnel, time, facilities, or other College resources, the ownership of such materials, processes, or inventions, and provision for any residuals shall vest in and be copyrighted or patented by, if at all, the person designated by written agreement between the parties entered into prior to the production. In the event no such written agreement is entered into, the ownership shall vest in the College.

## 3.6 Board Policies and College Regulations

All academic employees shall have access to the District 23 Board Policies and College Policies and Regulations through College electronic resources. All College policies, procedures, and regulations not covered in this Agreement shall be posted online within a reasonable time after adoption or modification.

## 3.7 Transportation

Academic employees who are required by the College to use personal vehicles for transportation to and from a facility being used for institutional or related academic activities shall be

compensated at the applicable rate under regulations established by the OFM.

## 3.8 Legal Protection

The College recognizes and acknowledges its obligations under RCW 28B.10.842 to consider providing for the representation of, and paying the legal costs and attorney fees for, an academic employee against whom an action, claim, or proceeding has been instituted. In furtherance of those obligations, where there has been a finding and determination by resolution that the faculty member was acting in good faith, the College shall grant a request by the affected academic employee that the Attorney General be authorized to defend the action, claim, or proceeding, and the cost of defense of the matter shall be paid from the appropriation made for the support of the College.

## 3.9 Emergency Preparedness

Academic employees have a responsibility to know and understand College safety procedures in each classroom where they teach and each office where they work. They also have a responsibility to enact those procedures in a drill or real event to the best of their ability without endangering their own lives or the lives of their students.

a. Academic employees shall participate in safety drills and exercises during regular teaching hours.

b. Academic employees shall ensure that accurate and up-to-date contact information is provided to the College for emergency alert purposes. Academic employees are encouraged to opt into the Triton Alert communication system.

c. Pursuant to current rules and regulations applicable to the College, the administration shall make available the requisite training and support regarding emergency preparedness. Inquiries into current rules and regulations-should be directed to the Office of Safety, Security, and Emergency Preparedness.

## 3.10 Safety Committee

The Federation shall appoint no more than two (2) faculty members from the (associate and/or full-time) to serve on the College Safety Committee for one (1) year. Appointees may serve more than one (1) term. Associate faculty serving on the College Safety Committee shall be compensated for their time under the stipend schedule (A-4) for meetings.

# ARTICLE IV: TENURE AND REDUCTION IN FORCE

*Academic employees assigned to Corrections Education programs see Appendix B.*

## 4.1 Tenure

**4.1.1 Tenure.** The purpose of tenure is to protect academic employee employment rights, academic employee involvement in establishing and protecting these rights, and defining a reasonable and orderly process for the appointment of academic employees to tenure status and for the non-renewal of probationary academic employees. This Article follows the definitions and conditions set forth in RCW 28B.50.850 through 28B.50.869 for faculty tenure as it now exists or is amended in the future.

**4.1.2 Definitions.** As used in this Article, the following terms and definitions shall mean:

a. "**Appointing Authority**" shall mean the Board of Trustees of Community College District 23.

b. "**Tenure**" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.

c. "**Faculty Appointment**" shall mean full-time employment as a teacher, counselor, librarian, or other positions for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments and except special faculty appointments as permitted by applicable law. Faculty appointment shall also mean division heads and administrators to the extent that such division heads or administrators have had or do have status as a teacher, counselor, or librarian.

d. "**Probationary Faculty Appointment**" shall mean a faculty appointment for a designated period, which may be terminated without cause upon expiration of the probationer's term of employment.

e. "**Probationer**" shall mean any individual holding a probationary faculty appointment.

f. "**Administrative Appointment**" shall mean employment in a specific administrative position as determined by the appointing authority.

g. "**Regular College Year**" shall mean that period extending from the beginning of the fall quarter through the end of the following spring quarter. Such definition shall include any summer quarter worked in lieu of a fall, winter, or spring quarter.

h. "**President**" shall mean the President of Community College District 23 or designee.

i. "**Appointment Review Committee (ARC)** " shall mean an ad hoc committee composed of the probationer's tenured faculty peers, a student representative, and a member of the College's administrative staff, provided that a majority of the committee shall consist of the probationer's tenured faculty peers.

j. "**Non-Renewal**" shall mean the decision of the Board of Trustees not to renew the contract of a probationary faculty member for the succeeding academic year.

k. "**Full-time**" shall mean assignment to a full load during each regular College year.

l. "**Faculty Peer**" shall mean an individual holding a tenured or permanent status faculty appointment.

m. "**Teaching Faculty**" as used herein shall mean the same as faculty appointment.

n. "**Academic Employee**" shall mean a faculty job type set forth in Section 2.4.

o. "**Permanent Status**" shall mean faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.

## 4.2 College Appointment Review Committee

**4.2.1 College Appointment Review Committee.** Each probationer shall have a five (5) member ARC assigned within thirty (30) contract days of hire. ARCs shall serve as ad hoc committees until such time as the probationer is either granted tenure or the employment in a probationary faculty appointment is terminated. Responsibility for establishing ARC elections shall reside with the Federation.

### 4.2.2 Nominations for the Committee

a. Tenured and permanent status academic employees in the probationer's division shall nominate, by majority vote, at least one (1) tenured or permanent status academic

employee to serve on the probationer's ARC.

b. The probationer shall nominate at least one (1) tenured or permanent status academic employee to serve on their ARC.

c. The Federation shall nominate at least one (1) tenured or permanent status academic employee to serve on the probationer's ARC.

**4.2.3 Election of the Appointment Review Committee.** The three (3) academic employees serving on each probationer's ARC shall be elected by the tenured and permanent status faculty acting as a body. Such election shall be performed by the Federation.

**4.2.4 General Conditions**

a. Of the three (3) tenured or permanent status academic employees on each probationer's ARC, one (1) should be in the probationer's academic discipline or field of specialization.

b. The administrative representative on each probationer's ARC shall be appointed by the President or their designee.

c. The full-time student member on each probationer's ARC shall be chosen by the student association in such a manner as the members thereof shall determine.

**4.2.5 Vacancies and Replacements.** If a vacancy occurs upon any ARC in an academic employee position, the Federation shall conduct an election for a replacement, utilizing the procedures described herein. If a vacancy occurs in other ARC positions, it shall be appointed as follows: by the Student Body President in the case of a vacancy in the student position; or by the President or their designee in the case of a vacancy in the administrative position.

**4.2.6 Duties and Responsibilities.** The general duty and responsibility of the ARCs shall be to evaluate the probationer, advise them of their strengths and weaknesses, and develop with them programs to overcome their deficiencies. The evaluation process shall place primary importance on the probationer's effectiveness in the appointment. The ARC shall be responsible for making a recommendation, in accordance with the procedures in Sections 4.2.11 and 4.3.2 as to whether the probationer shall be granted tenure, be given an additional probationary year, or be terminated by the non-renewal of their probationary status.

**4.2.7 Duties of the Chairperson.** The ARC chair responsibilities include:

a. Convening meetings.

b. Preparing correspondence and reports, including final materials to be submitted to the Board of Trustees.

c. Maintaining minutes and records of the meetings.

d. Assigning appropriate responsibilities to committee members.

e. Providing copies of the evaluation materials to the immediate supervisor.

**4.2.8 Operating Procedures.** The President or their designee shall call the first meeting of an ARC within the first forty (40) contract days of the probationer's hire. The ARC shall elect a committee chairperson at its first meeting. All meetings of an ARC after the first shall take place upon the call of the chairperson. The ARC may meet with or without the probationer. The ARC shall determine whether the probationer's presence is necessary or advisable; in any event, the ARC shall meet with the probationer at least once per quarter.

**4.2.9 Evaluation Process.** The evaluative process employed by each ARC shall include the stipulations outlined below:

a. The first order of business for each ARC shall be to establish, in consultation with the probationer, the procedures it will follow in evaluating the performance and professional competence of the probationer assigned thereto.

b. Criteria used for the evaluations shall be limited to professional skills, knowledge of the subject matter, general College service, faculty-staff relationships, and responsibilities written in the position description.

c. All evaluative judgments shall be written in narrative report form.

d. Each ARC member shall complete first-hand observations of the probationer's performance in the position.

e. The evaluation process shall also include annual self-evaluation by the probationer using guidelines provided by the ARC.

f. Probationary faculty with teaching assignments must include student evaluations as

part of the process. Student evaluation instruments for probationary faculty shall be the same as those used by other division faculty. Student evaluations shall be administered in at least four quarters within the first six (6) quarters, and once in the seventh quarter of the probationary period.

g. Evaluation by Immediate Supervisor. The immediate supervisor shall conduct a separate evaluation and share those portions with the ARC related to the criteria specified in Subsection 4.2.9.b. The supervisor is not required to disclose to the ARC any information related to disciplinary actions.

**4.2.10 Deficiencies.** When deficiencies in the performance of a probationer have been noted by an ARC, the following steps should be taken by the committee:

a. Areas of deficiency should be put in writing and discussed at a conference with the probationer.

b. The ARC should develop with the probationer a written plan to improve these deficiency areas.

c. Conferences should follow Step (b) above to provide for follow-up evaluations as well as plan revisions to help the probationer improve. The ARC may consult with the VPI as appropriate.

**4.2.11** Each ARC, as a result of its ongoing evaluation of the probationer, shall periodically advise the probationer, in writing, of their progress during the probationary period and receive the probationer's written acknowledgment thereof. The following written reports shall be provided to the probationer, the President, the VPI, and the personnel file on or before the times specified herein during each regular College year that such appointee is on probationary status; or, as is also required, within fifteen (15) calendar days of the President's written request for them; except that the recommendation for tenure or continued probationary status shall not be required when the ARC in an earlier report has recommended non-renewal:

a. **First Report.** A written report is due by the end of the first probationary quarter outlining the activities and progress of the ARC.

b. **Subsequent Reports**

1. A written evaluation of the probationer's performance and progress, including

the degree to which the probationer has overcome stated deficiencies, is due in the second, fifth, sixth and eighth probationary quarters. Reports for the second, fifth and eighth quarters are due on or before the mid-point of the quarter. The report for the sixth quarter is due on or before the last day of the quarter;

2. **Contracts.** For probationers whose contracts begin in the fall quarter of any given year, a written recommendation regarding the renewal or non-renewal of the probationer's contract for the ensuing regular College year is due on or before March 1st of the probationary year; or

For probationers whose contracts begin in winter or spring quarters, a written recommendation regarding the renewal or non-renewal of the probationer's contract for the ensuing College year may not be given later than one (1) complete quarter, except summer quarter, before the expiration of the probationary faculty appointment.

3. **Tenure.** A written recommendation for granting or denying tenure with accompanying supporting material or continued probationary status is due on or before the midpoint of the eighth probationary quarter.

c. **Other Materials to the Personnel Files**

1. The ARC may send other information to the probationary employee's personnel file so long as the notification provisions in Section 2.9.2 are met.

2. After the probationary employee is granted or denied tenure, the Human Resources Office will maintain the documentation reports from the appointment review process for at least three (3) years.

**4.2.12 Grievability**

a. **Board of Trustees Decisions**. The authority to grant or deny tenure or permanent status is vested with the Board of Trustees. Any and all decisions relating to the awarding or withholding of tenure/permanent status or the renewal or non-renewal of individual contracts of probationary academic employees shall not be subject to the grievance process.

b. **Committee Processes**. Though the ARC's recommendations are not grievable, failure

of the ARC to adhere to the processes set forth in this Article may be addressed through the grievance process. Grievances related to renewal or non-renewal of probationary contracts must be filed on or before April 15th. Grievances related to the processes prior to awarding of tenure must be filed before the date of the first consideration by the Board of Trustees.

## 4.3 Award of Tenure and Extension of Probationary Period

**4.3.1 Award of Tenure.** The appointing authority shall provide for the award of faculty tenure following a probationary period not to exceed nine (9) consecutive quarters, excluding summer quarters and approved leaves of absence. Provided, the appointing authority may award or withhold tenure at any time, after it has given reasonable consideration to the recommendations of the appropriate ARC. The probationer shall be deemed to have been awarded tenure if no official notice is sent to the probationer by the last day of the eighth probationary quarter.

**4.3.2 Extension of Probationary Period.** Upon formal recommendation of the ARC, and with the written consent of the probationer, the appointing authority may extend its probationary period for one (1), two (2), or three (3) quarters, excluding summer quarter, beyond the maximum probationary period established herein. No such extension shall be made, unless the ARC's recommendation has been based on its belief that the probationer needs additional time to satisfactorily complete a professional improvement plan already in progress, and on the ARC'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 probationer has, in the ARC's judgment, failed to complete their professional improvement plan satisfactorily.

## 4.4 Rights and Reasonable Expectations of the Probationer

The probationer may expect to be acquainted with the evaluation criteria and any evaluation instruments prior to their use; the probationer may also expect a written response from the ARC to requests or concerns for which the probationer makes a written statement or request to the ARC; and the probationer may also expect classroom visitations to be scheduled a minimum of three (3) contract days in advance. The notice requirement may be waived by mutual agreement.

Although the probationer may assist with preparing accompanying materials to be sent to the Board of Trustees, it is the responsibility of the ARC to prepare the formal reports and determine what materials will accompany such reports.

## 4.5 Dismissal Due to Reduction in Force (RIF) and RIF Units

**4.5.1 Dismissal Due to Reduction in Force (RIF).** Reduction in force (RIF) is deemed to constitute sufficient or adequate cause for dismissal or termination of tenured faculty members or probationary faculty employees prior to the written term of their individual appointment. RIF shall include, but not be limited to any of the following grounds:

a. Lack of funds.

b. Inadequate enrollment.

c. Reduction of allotments pursuant to RCW 43.88, as now or hereafter amended.

d. Changes in educational policies or goals.

e. SBCTC declaration of financial emergency pursuant to Laws of 1981, Chapter 13, Section 1, under the following conditions.

1. Reduction of allotments by the Governor pursuant to RCW 43.88.110(2), 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 implicit price deflator.

**4.5.2** The Contract Administration Committee (CAC) shall maintain an updated RIF list reflecting new hires and changes in work assignments of each individual academic employee. Such list shall rank each full- time employee in the appropriate unit in accordance with the seniority procedures defined herein. The RIF list shall be promulgated annually by November 15th.

**4.5.3** In applying the above, academic employees shall be placed in the unit which reflects their unit of original hire with appropriate seniority from the date of such assignment. In the event of a transfer in assignment, either voluntary or involuntary, the academic employee shall, at the time of transfer have the choice of retaining previous seniority and assignment to the RIF unit reflecting original hire, or to be assigned to the new RIF unit with seniority accruing effective the date of transfer to the new assignment. Such choice, once made, may not be revoked.

**4.5.4 Dispute Resolution.** Any dispute regarding RIF unit assignments shall be submitted for

expedited arbitration through the American Arbitration Association (hereinafter referred to as the AAA).

**4.5.5 RIF Units.** The following units shall serve as RIF units for academic employees:

**Business & Continuing Education**

Accounting
Business
Business Management
Business Information Technology (BSTEC)
Computer Information Systems (CIS)
Construction Management
Culinary Arts
Economics
Energy Management
Hospitality & Event Planning
Horticulture
Information Technology and Application Development (ITAD)
Job Development

**Student Success & Engagement**

Counseling

**Health & Human Services**

Allied Health Education (AHE)
Child, Youth, and Family Studies (CYFS)
Early Childhood Education (ECE)
Emergency Management
Family Life Education Department (FLED)
Health
Integrated Healthcare Management
Paralegal
Physical Education
Practical Nursing
Social and Human Services (SHS)

**Humanities & Social Sciences**

Anthropology
Art
Communication Studies
Diversity Studies

Drama
English
Geography
History
Humanities
International Studies
Journalism
Modern Languages
Music
Photography
Philosophy
Political Science
Psychology
Sociology
Visual Communications

**Academic English & International Education**

Academic English (AENGL)
English Language Acquisition (ELA)

**Library & Learning Resources**

Library

**Pre-College Education**

Career, College, and Life Success (CCLS)
Career College Preparation (PREP)
English Prep (ENGLP)
High School Completion

**Science, Technology, Engineering, & Math (STEM)**

Advanced Manufacturing & Materials Engineering Technology (AMMET)
Biology
Chemistry
Computer Science (CS)
Engineering
Engineering Technology (ETEC)
Environmental Science
Math
Physics

**4.5.6 Modifications to RIF Units**

a. **New Programs.** If new programs are added during the term of this Agreement, the Contract Administration Committee shall determine whether they are to be separate units or combined with existing units.

b. **Dividing or Merging Existing Units.** If all full-time faculty members in the unit(s) are in agreement with dividing or merging existing unit(s), the Contract Administration Committee may approve the change.

**4.5.7 Seniority.** Seniority shall be based on the number of years of employment beginning with the first contract day of the initial probationary faculty contract for continuous full time service for Community College District 23 (or formerly District 5 before the creation of District 23). Continuous service shall include leaves of absence, professional leaves, and periods of layoffs. The longest term of employment as thus established shall be considered the highest level of seniority. In instances where faculty members have the same beginning date of full-time professional service, seniority shall be determined in the following order:

a. First date of signature of a full-time probationary employment contract.

b. First date of application for employment specified on the College application form. In the case of individuals who choose to submit an application form from a prior recruitment, the date on the cover letter or letter of application for the position into which they were appointed will be considered to be the official date of application.

**4.5.8** When an employee leaves a faculty position to permanently accept an exempt position with the College, seniority shall continue to accrue for a maximum of three (3) years.

**4.5.9 Implementation of Reduction in Force.** The President shall decide the number of academic employees to be reduced in each RIF unit. Within each affected RIF unit, the President shall observe the following order of layoff:

a. First: Associate academic employees without assurance of employment

b. Second: Associate academic employees with assurance of employment

c. Third: Associate academic employees with affiliate or senior associate status

d. Fourth: Temporary full-time employees

e. Fifth: Full-time probationary employees in order of least seniority

f. Sixth: Full-time tenured employees in order of least seniority

g. The above order and/or application of seniority may be interrupted in the event that strict adherence to it would result in no qualified individual being available to fully perform the duties of the core courses of the program, or strict adherence to it would cause a regression in the progress of the College toward its Diversity and Equity goals.

**4.5.10** When the Board of Trustees determines that a reduction in force is necessary for the reasons set forth in Section 4.5.1.e., the President shall select the affected employees to be reduced and follow the procedures set out in Section 4.6.1.

## 4.6 Formal RIF Dismissal Procedure

**4.6.1 Formal RIF Dismissal Procedure.** After determining that dismissal proceedings should be initiated, the President shall serve written notice of the cause(s) to the affected employee, and provide copies to the Dismissal Review Committee. The notice shall include the following:

a. In the case of a reduction in force for the reasons set forth in Section 4.5.1.a.-d., the notice shall include a statement of the grounds for reduction in force as delineated in Section 4.5.1.a.-d. Such notice shall clearly indicate the separation is not due to job performance of the employee and the basis for selection of the affected employee. The notice must also indicate the anticipated effective date of separation from service.

b. In the case of a reduction in force for reasons set forth in Section 4.5.1.e., the notice shall clearly indicate the separation is not due to job performance of the employee and, in addition, shall indicate the basis for reduction in force as one or both of the reasons set forth in Section 4.5.1.e. The notice must also indicate the anticipated effective date of separation from service.

**4.6.2 Request for a Hearing.** The affected employee(s) shall have ten (10) contract days from the date of service of the notice of dismissal to make a written request to the President for a hearing. A hearing will be scheduled with at least ten (10) calendar days of written notice to the affected employee and shall specify the time and place of the hearing.

If the employee fails to respond to the Notice of RIF Dismissal within ten (10) contract days, such failure to request a hearing shall constitute acceptance of dismissal and waiver of any rights to a hearing. The decision of an employee not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees.

**4.6.3 Composition of Dismissal Review Committee.** A five (5) member Dismissal Review Committee created for the express purpose of hearing dismissal cases shall be established no later than November 30th of any academic year. The members shall include one (1) administrator chosen by the President, one (1) full-time student chosen in a process developed by the student association, three (3) tenured faculty and three (3) alternate tenured faculty members who shall be selected by a vote of the tenured faculty members in a process developed and administered by the Federation. Faculty members and alternates shall serve staggered three-year terms with election of one faculty member and alternate each academic year.

**4.6.4** In no case shall a member of the committee sit in judgment of their own case, or the case of their spouse, in the case of an academic employee in the same layoff unit as the member, or serve if a conflict of interest exists.

**4.6.5** In the event there is a vacancy on the committee, an alternate shall serve the remainder of the term. Whenever necessary, replacement of a faculty member of the committee shall be selected by a process developed and administered by the Federation.

**4.6.6 Responsibilities of Dismissal Review Committee.** The responsibilities of the committee shall be:

a. To review the case of the proposed reduction in force.

b. To attend the hearing and, at the discretion of the hearing officer, to call and/or examine any witness.

c. To hear testimony from all interested parties, including but not limited to other faculty members and students, and review any evidence offered by the same.

d. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in any event no longer than thirty (30) calendar days after the conclusion of the formal hearing and within seven (7) calendar days in the case of a reduction in force for reasons set forth in Section 4.5.1.e., the written recommendations

of the committee will be presented to the President.

**4.6.7 Hearing Officer.** Upon receipt of a request for a hearing from an affected employee, the President shall notify the Board of Trustees and request that the Board of Trustees appoint an impartial hearing officer. The Federation shall be consulted prior to such appointment.

In the case of a reduction in force for reasons set forth in Section 4.5.1.e. above, at the time of a faculty member's or members' request for a formal hearing, said faculty member or members may ask for participation in the choosing of the hearing officer in the manner provided in RCW 28A.405.310(4), said employee therein being a faculty member for the purposes hereof, and said board of directors therein being the Board of Trustees for purposes hereof: provided, that where there is more than one faculty member affected by the Board of Trustees' reduction in force, such faculty members requesting hearing must act collectively in making such request; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the College and faculty member or faculty members requesting the hearing.

**4.6.8 Duties of the Hearing Officer.** It shall be the role of the impartial hearing officer to conduct the hearing in accordance with this Section. The duties of the hearing officer include:

a. Administering oaths and affirmations, examining witnesses, and receiving evidence. No person shall be compelled to divulge information which they could not be compelled to divulge in a court of law.

b. Issuing subpoenas.

c. Taking or causing depositions to be taken pursuant to rules promulgated by the College.

d. Regulating the course of the hearing.

e. Holding conference for the settlement or simplification of the issues by consent of the parties.

f. Disposing of procedural requests or similar matters.

g. Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings.

h. Appointing a court reporter, who shall operate at the direction of the hearing, and

record any other matters related to the hearing as directed by the hearing officer.

i. Allowing the Dismissal Review Committee to hear testimony and any oral argument from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same.

j. Prepare findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) calendar days after the hearing, or within ten (10) calendar days in the case of a reduction in force for reasons set forth in Section 4.5.1.e., the written recommendation of the hearing officer will be presented to the President.

k. Preparing and assembling a record for review by the Board of Trustees which shall include:

1. All pleadings, motions, and rulings.

2. All evidence received or considered.

3. A statement of any matters officially noticed.

4. All questions and offers of proof, objections, and rulings thereon.

5. The written proposed findings, conclusions, and recommended decision.

6. A copy of the recommendations of the Dismissal Review Committee.

l. Assuring that a transcript of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.

m. Consolidating individual reduction in force hearings into a single hearing. In the case of reduction in force for reasons set forth in Section 4.5.1.e., the hearing shall be consolidated; only one such hearing for the affected faculty members shall be held and such consolidated hearing shall be concluded within the time frame set forth herein.

n. Taking any other action authorized by rule or regulation of the College.

o. In the case of a reduction in force for reasons set forth in Section 4.5.1.e., the formal hearing (conducted by the hearing officer appointed by the Board of Trustees): (a) shall

be concluded by the hearing officer within sixty (60) calendar days after written notice of the reduction in force has been issued; (b) the only issue to be determined shall be whether under the applicable policies, rules or bargaining agreement, the particular faculty member or members advised of severance are the proper ones to be terminated; (c) any findings, conclusions of law, and recommended decision shall not be subject to further ARC action.

**4.6.9 Procedural Rights of Affected Employee.** An affected employee who has requested a hearing shall be entitled to one (1) formal hearing and shall have the following procedural rights:

a. The right to call and cross examine witnesses.

b. The right to be free from compulsion to divulge information which they could not be compelled to divulge in a court of law.

c. The right to testify and to present witnesses, and evidence on all issues.

d. The right to the assistance of the hearing officer in securing the witnesses and evidence.

e. The right to counsel of their choosing who may appear and act on their behalf at the hearings.

f. The right to have witnesses sworn and testify under oath.

**4.6.10 Final Decision by the Board of Trustees.** The case shall be reviewed by the Board of Trustees as follows:

a. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees. Recommendations from the committee and the hearing officer will be transmitted to the Board by the President. The President will also send copies of the recommendations to the committee, the hearing officer, and the employee(s) at the same time.

b. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives and may hold such other proceedings as it deems advisable provided that such proceedings are held according to applicable laws and provisions of the Washington Administrative Code.

c. The final reduction in force decision shall rest with the Board of Trustees after giving

reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions, and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within a reasonable time following the conclusion of its review notify the affected faculty member in writing of its final decision, and, if applicable, the effective date of dismissal.

**4.6.11 Effective Date of Reduction in Force.** Failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract. Separation from service after formal hearing shall become effective upon final action with a date specified by the Board of Trustees.

**4.6.12 Appeal from Board of Trustees' Decision.** Any party shall have the right to appeal the final decision. The filing of appeal shall not stay enforcement of the decision of the Board.

## 4.7 Recall Rights of RIF'd Academic Employees

The Contract Administration Committee shall create and maintain Recall Lists for each affected RIF unit within the College. The names of those academic employees shall be placed on the appropriate Recall Lists according to seniority. Recall in each RIF unit shall be in order of seniority; those qualified academic employees at highest levels of seniority will be the first ones considered for recall. The right of recall shall extend three (3) calendar years from the date of actual separation. No new hires shall be permitted to fill academic employee vacancies in the RIF unit unless there are no qualified or available academic employees on the Recall Lists to fill the vacancies. The name of any academic employee refusing a recall offer to a full-time assignment shall be removed from the Recall List, and said academic employee will no longer be considered eligible for recall. It is the responsibility of those academic employees desiring recall to furnish the College with the appropriate addresses to which notices and other pertinent recall information can be sent. Upon recall, academic employees shall retain all benefits such as sick leave, tenure, and salary schedule placement which had accrued up to the date of separation. Notice of Recall shall be sent by certified mail.

## 4.8 Non-Renewal Excluded

Nothing in this Article shall be construed to affect the decision and right of the Board of Trustees not to renew a probationary academic employee appointment without cause pursuant to RCW 28B.50.857.

# ARTICLE V: DISMISSAL FOR CAUSE

## 5.1 Dismissal for Cause of a Tenured, Temporary or Probationary Academic Employee

Dismissal of tenured faculty and the dismissal of temporary or probationary faculty during the term of their appointments shall be governed by Sections of this Article.

## 5.2 Sufficient Cause for Dismissal

A tenured faculty member shall not be dismissed from their appointment except for sufficient cause, nor shall a faculty member who holds a temporary or probationary appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Sufficient cause may include, but is not limited to:

a. Demonstrated incompetence in professional assignment.

b. Neglect of duty.

c. Failure to follow legitimate supervisory directive.

d. Diagnosed physical or mental condition for which a reasonable accommodation cannot be found.

e. Conviction of any unlawful act that affects the reputation or normal operation of the college.

f. Title IX violations, criminal activity, predatory behavior or harassment as per [Statutory Authority: RCW 28B.50.140(13) and Federal Statutes-Title IX, 20 U.S. C. § 1681 et seq.; VAWA, 42 U.S.C. § 13925; Edmonds CC Board of Trustees Resolution No. 15-5-3. WSR 15-12-069, § 132Y-300-020, filed 5/29/15, effective 6/29/15].

## 5.3 Preliminary Proceedings Relating to Dismissal

When reason arises to question the fitness of a tenured, temporary, or probationary academic employee, the initial step shall be for the VPI to discuss the matter with them in a personal conference. Notification of the conference shall include notice that the individual has a right to have a Federation representative present. The matter may be terminated by mutual consent at this point, but if an adjustment does not result, the case shall be referred to the President.

## 5.4 Formal Dismissal Procedure

After determining that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected academic employee, and provide copies to the Federation. The notice shall include:

a. A statement of the legal authority and jurisdiction under which the hearing is to be held.

b. A reference to the particular rules of the College that are involved.

c. A short and plain statement of the matters asserted.

d. A statement of the right of the affected employee to request a formal hearing and/or to respond in writing to the charges.

e. The anticipated effective date of separation from service.

## 5.5 Request for a Hearing

The affected employee(s) shall have ten (10) contract days from the date of service of the Notice of Dismissal to make a written request to the President for a hearing. A hearing will be scheduled with at least ten (10) calendar days of written notice to the affected employee, the Federation, and the Dismissal Review Committee, and shall specify the time and place of the hearing. The Dismissal Review Committee will be provided copies of the written Notice of Cause.

If the employee fails to respond to the Notice of Dismissal within ten (10) contract days, such failure to request a hearing shall constitute acceptance of dismissal and waiver of any rights to a hearing. The decision of an employee not to request a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees.

## 5.6 Composition of Dismissal Review Committee

A five-member Dismissal Review Committee created for the express purpose of hearing dismissal cases shall be established no later than November 30th of any academic year. The members shall include one (1) administrator chosen by the President, one (1) full-time student chosen in a process developed by the student association, and three (3) tenured and/or permanent status academic employees and three (3) alternate tenured and/or permanent status academic employees who shall be selected by a vote of the tenured and/or permanent status academic

employees in a process developed and administered by the Federation. Tenured and/or permanent status academic employees and alternates shall serve staggered three (3) year terms with election of one (1) faculty member and alternate each academic year.

**5.7** In no case shall a member of the committee sit in judgment of their own case, or the case of their spouse, in the case of an academic employee in the same layoff unit as the member, or serve if a conflict of interest exists.

**5.8** In the event there is a vacancy on the committee, an alternate shall serve the remainder of the term. Whenever necessary, replacement of a faculty member of the committee shall be selected by a process developed and administered by the Federation.

## 5.9 Responsibilities of Dismissal Review Committee

The responsibilities of the committee shall be:

a. To review the case of the proposed dismissal.

b. To attend the hearing and, at the discretion of the hearing officer, to call and/or examine any witness.

c. To hear testimony from all interested parties, including but not limited to other faculty members and students, and review any evidence offered by same.

d. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in any event no longer than twenty (20) contract days after the conclusion of the formal hearing the written recommendations of the committee will be presented to the President.

## 5.10 Hearing Officer

Upon receipt of a request for a hearing from an affected employee, the President shall notify the Board of Trustees and request that the Board of Trustees appoint an impartial hearing officer. The Federation shall be consulted prior to such appointment. Costs incurred for the services and expenses of such hearing officer shall be shared equally by the College and faculty member or faculty members requesting the hearing.

## 5.11 Duties of the Hearing Officer

It shall be the role of the impartial hearing officer to conduct the hearing in accordance with this

Section. The duties of the hearing officer include:

a. Administering oaths and affirmations, examining witnesses, and receiving evidence. No person shall be compelled to divulge information which they could not be compelled to divulge in a court of law.

b. Issuing subpoenas.

c. Taking or causing depositions to be taken pursuant to rules promulgated by the College.

d. Regulating the course of the hearing.

e. Holding conference for the settlement or simplification of the issues by consent of the parties.

f. Disposing of procedural requests or similar matters.

g. Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings.

h. Appointing a court reporter, who shall operate at the direction of the hearing, and record any other matters related to the hearing as directed by the hearing officer.

i. Allowing the Dismissal Review Committee to hear testimony and any oral argument from all interested parties, including but not limited to faculty members and students, and review any evidence offered by same.

j. Prepare findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) calendar days after the hearing, the written recommendation of the hearing officer will be presented to the President.

k. Preparing and assembling a record for review by the Board of Trustees which shall include:

1. All pleadings, motions, and rulings.

2. All evidence received or considered.

3. A statement of any matters officially noticed.

4. All questions and offers of proof, objections, and rulings thereon.

5. The proposed findings, conclusions, and recommended decision.

6. A copy of the recommendations of the Dismissal Review Committee.

l. Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance.

m. Assuring that a transcript of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.

n. Taking any other action authorized by rule or regulation of the College.

## 5.12 Procedural Rights of Affected Employee

An affected employee who has requested a hearing shall be entitled to one (1) formal hearing and shall have the following procedural rights:

a. The right to confront and cross examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) contract days prior to the hearing on the matter towards which the testimony of the witness is considered material.

b. The right to be free from compulsion to divulge information which they could not be compelled to divulge in a court of law.

c. The right to be heard in their own defense and to present witnesses, testimony, and evidence on all issues involved.

d. The right to the assistance of the hearing officer in securing the witnesses and evidence.

e. The right to counsel of their choosing who may appear and act on their behalf at the hearings.

f. The right to have witnesses sworn and testify under oath.

## 5.13 Final Decision by the Board of Trustees

The case shall be reviewed by the Board of Trustees as follows:

a. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees. Recommendations from the committee and the hearing officer will be transmitted to the Board by the President. The President will also send copies of the recommendations to the committee, the hearing officer, and the employee(s) at the same time.

b. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives and may hold such other proceedings as it deems advisable provided that such proceedings are held according to applicable laws and provisions of the Washington Administrative Code.

c. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the Dismissal Review Committee and the hearing officer. The Dismissal Review Committee's recommendations and the findings, conclusions, and recommended decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall within a reasonable time following the conclusion of its review notify the affected faculty member in writing of its final decision, and, if applicable, the effective date of dismissal.

## 5.14 Effective Date of Dismissal

The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined in the discretion of the Board of Trustees (e.g. immediately, end of any academic quarter, expiration of the individual employment contract, etc.). Failure to request a hearing shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual employment contract.

## 5.15 Suspension

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

## 5.16 Appeal from Board of Trustees' Decision

Any party shall have the right to appeal the final decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

# ARTICLE VI: EMPLOYEE BENEFITS

## 6.1 Insurance

The College shall pay the maximum amount authorized and funded by the legislature toward the premium cost of state-approved medical and dental plans for each eligible academic employee and, if requested by the employee, their family. The College shall also pay the full cost of such basic life insurance benefits and long-term disability benefits as shall be prescribed by the State. The College agrees to continue the practice of voluntary payroll deductions consistent with State rules.

## 6.2 Part-Time Academic Employee Eligibility for Health Insurance Benefits

Eligibility for enrollment and maintenance of health insurance benefits will conform to the criteria established by the State of Washington Health Care Authority and set forth in WAC Title 182. Part-time faculty will be provided eligibility information when first employed and whenever policy changes occur.

## 6.3 Industrial Accident Insurance

The College shall continue to provide unemployment compensation coverage and Washington State Industrial Accident Insurance for every full-time and part-time academic employee as required by statute.

## 6.4 Reporting Standards for Full-Time Faculty

For purposes of reporting hours to Employment Security or other State agencies requiring reporting in hours for full-time academic employees, the College shall report the number of weeks worked times forty (40) hours.

## 6.5 Reporting Standards for Part-Time Faculty

For purposes of reporting hours to Employment Security or other state agencies requiring reporting in hours for part-time academic employees, the College shall report the number of weeks worked times the percentage of FTEF load factor times thirty-five (35) hours or use the appropriate Agency rule.

## 6.6 General Liability Coverage

Liability coverage shall be provided in accordance with applicable State rules and regulations.

## 6.7 Notice

The College shall inform each academic employee of all insurance options and important dates related thereto at the time of hiring, upon any substantial modifications which are announced by appropriate regulatory agencies, and at any time upon request of the employee.

## 6.8 Insurance During Leaves

The College shall continue all insurance programs during the period when an academic employee is on leave with pay. The academic employee shall have the option of continuing all insurance benefits at their expense while on unpaid leave to the extent provided by law. The College will assist the employee in maintaining insurance coverage while on leave by providing all available information and forms.

## 6.9 Review of Program with Employee or Beneficiaries

In the event of the employee's disablement or death, the College shall meet promptly with the employee or beneficiaries to review the employee's insurance program and benefits and options.

## 6.10 Retirement Contributions and Deductions

**6.10.1 Retirement Contributions and Deductions.** The College agrees to make contributions to retirement plans for eligible academic employees consistent with applicable State laws and regulations. Information on such plans shall be provided to individual academic employees on request.

**6.10.2** The College shall provide information on all retirement programs to employees at the time of hiring and of any substantial modifications announced by appropriate regulatory agencies.

**6.10.3** Consistent with applicable State rules and regulations, the College shall make payroll deductions for those employees who elect to participate in privately selected retirement and annuity programs, including programs involving tax shelter provisions.

## 6.11 Leaves Including Eligibility and Computation

**6.11.1 Leaves.** All leaves listed in this Article must be approved by the College.

**6.11.2 Eligibility.** Full-time academic employees employed on an annual contract shall be

eligible for all leaves listed in this Article except for professional leave for which eligibility is established in Section 6.20.2. All other academic employees employed as either full-time or part-time, but without an annual contract, shall be eligible for certain leaves as described below. Accumulated eligibility for leaves shall be transferable from other educational institutions to the extent provided by law.

**6.11.3 Computation of Hours**. All leaves described herein must be reported on the appropriate forms. For computing sick leave, one hour of sick leave will be taken for every 50 minutes of class missed. Only missed scheduled activities will be submitted as leave. These activities include but are not limited to classes, meetings, advising hours, and office hours.

**6.11.4 Partial Absence.** When an academic employee is absent for only part of a day, actual time loss from assigned duties shall be deducted. This includes not only direct instructional, counseling or library assignments, but also any office hours, department or division meetings, advising, or other assigned duties.

## 6.12 Accident Leave

The College agrees to maintain maximum allowable coverage of on-duty accidents under workers' compensation legislation for both full-time and part-time academic employees.

## 6.13 Sick Leave Including Accrual and Use for Illness, Disability, Injury, Parental and Family, Bereavement, and Emergencies

**6.13.1 Sick Leave.** Use of sick leave is allowed for illness, disability, injury, bereavement, parental, emergency, and leaves granted under the Family and Medical Leave Act (FMLA). *[All leaves covered in Sections 6.13.1 through 6.13.9 shall be deductible from the academic employee's accumulated sick leave].*

**6.13.2 Full-Time Faculty Sick Leave Accrual.** In the initial contract, the new full-time academic employee shall be credited with twelve (12) days sick leave on the first day of the initial contract. There will be a pro rata adjustment for any contract less than the full, 172-day contract. For fall, winter, and spring quarters, up to eight (8) hours of unused sick leave in any one (1) month shall be converted to compensable leave to a maximum of ten (10) days. After the initial contract, a full- time academic employee shall be credited with one (1) day (8 hours) of sick leave per month worked in full-time status for sickness, injury, bereavement, emergency, and parental leave, all of which will accrue to the compensable account. If an employee is in pay status ten (10) or more working days in a month, leave shall accrue for that month. Full-time

academic employees who accumulate part-time leave pursuant to Section 6.13.3.1 for any fourth quarter may transfer up to sixteen (16) hours of any such leave which is not used into their compensable account each fiscal year.

**6.13.3.1 Part-Time Academic Employee Sick Leave Accrual.** Part-time academic employees shall accrue compensable sick leave at a rate of FTE times eight (8) hours/month for sickness, injury, bereavement, emergency, and parental leave all of which will accrue to the compensable account. Monthly accruals for fall quarter will include October, November, and December; winter quarter will include January, February, and March; spring quarter will include April, May, and June; summer quarter will include July, August, and September. Effective April 1, 2008 leave will accrue from quarter to quarter without limitation.

Earned cumulative leave benefits shall be preserved for up to eight (8) quarters if employment is interrupted for any reason.

Balances accrued at another eligible institution may be transferred to the College account only in order to prevent leave without pay.

**6.13.3.2 Part-Time Academic Employee Sick Leave Deductions.** All leaves described herein must be reported on the appropriate forms. For computing sick leave, one hour of sick leave will be taken for every fifty (50) minutes of class missed. Only missed scheduled activities will be submitted as leave. These activities include but are not limited to classes, meetings, advising hours, and office hours.

Leave usage will be deducted first from the compensable account. When that account is exhausted, leave will then be deducted from the non-compensable account.

**6.13.3.3 Part-Time Academic Employee Leave Continuation**

Part-time faculty who are on Affiliate or Assurance of Employment status qualify for continuing sick leave usage in the following instance:

a. They become seriously ill or injured or otherwise becomes eligible for FMLA prior to the beginning of a new quarter, and

b. Are unable to begin the new quarter due to the illness, injury or FMLA qualification.

A part-time faculty member who meets the qualifications stated above may utilize accrued sick leave for up to one quarter at the FTEF level specified in affiliate status/assurance of

employment notification.

Should they remain unable to work in the subsequent quarter, no additional sick leave may be used until the employee returns to contracted employment.

### 6.13.4 Temporary Full-Time Faculty Returning to Part-Time Faculty Employment

Part-time College academic employees who receive a temporary full-time faculty contract, and who subsequently return to part-time employment may transfer compensable sick leave earned during the temporary full-time assignment, to their part-time compensable leave account.

**6.13.5 Notification and Use.** Any time an employee wishes to use the leave benefit, the employee must notify their immediate supervisor as soon as reasonably possible. The supervisor shall notify the personnel officer or designee if the academic employee's leave includes any of the following:

a. Absence of ten (10) or more days,

b. Medical certification,

c. Placement into leave without pay status. Employees may not use paid leave before it has actually accrued. Once accrued leave has been exhausted, the employee will be put on leave without pay.

**6.13.6.1 Illness/Injury/Disability Leave.** Leave is available in cases of illness, disability or injury to the academic employee or the academic employee's immediate family or household.

a. For any leave (including leave under FMLA) for illness, disability, or injury which requires absence of ten (10) or more days, the employee may be required to provide documentation from a licensed medical provider of the necessity for the absence. Such medical certification shall include sufficient information to enable the College to determine that the employee is unable to perform the essential functions of their position and include the date on which the condition or treatment began and the probable duration of the condition.

b. Medical certification must be approved by the personnel officer and shall be maintained as a confidential record separate from the employee's personnel file. If the personnel officer does not approve the medical certification the employee (1) may either

re-submit more complete documentation or (2) the College may require, at its expense, that the employee obtain the opinion of a second health care provider designated or approved by the College. In any case where the second opinion differs from the original certification and would render the employee ineligible for the leave, the College and the employee may obtain the opinion of a third health care provider designated or approved jointly by the College and the employee paid for by the College. The third opinion is final and binding.

c. Family and Medical Leave (FML)

1. Pursuant to the federal FMLA of 1993, eligible employees shall be entitled to a total of twelve (12) workweeks of leave during a twelve-month period for one or more of the following:

(a) Disability leave;

(b) Parental leave [up to fourteen (14) weeks in conjunction with Section 6.13.7];

(c) FML - serious health condition.

2. Eligibility

An eligible employee is one who has worked full-time for the previous academic year or at least 1,250 hours in the twelve-month period preceding the request for leave.

3. Other Provisions

(a) When it is determined that an employee's leave meets the eligibility requirements under the FMLA, the College shall notify the employee that part or all of the requested leave falls under FMLA requirements. The first day of the FMLA eligibility leave will start the time period counted toward FMLA coverage.

(b) The College shall count the academic year specified in the employee's contract, as the twelve-month period for record keeping purposes.

(c) The College may require medical certification for any leave under

FMLA.

(d) Employees may use either paid or unpaid leave during an FMLA leave. This leave use will be counted toward the mandatory time period granted employees under the FMLA.

(e) Employees granted FMLA leave for ten (10) weeks or more will be required to give timely notice of intent to return.

(f) The College will maintain paid medical benefits even if the leave is leave without pay.

(g) The employee has the right to return to the same or equivalent job upon return from approved FMLA leave.

**6.13.6.2** In accordance with guidelines of the Washington State Human Rights Commission and applicable law (RCW 49.60; WAC 162-30), leave required by an employee due to disability related to pregnancy and childbirth shall be covered as any other disability under sick leave provisions.

**6.13.6.3** Sick leave may be utilized to provide the difference between normal salary and workers' compensation benefits.

**6.13.7 Parental and Family Leave**. Up to ten (10) days of sick or personal leave may be used by any full-time or part-time academic employee who becomes a parent by birth or adoption. In addition, full-time employees are entitled to at least twelve (12) weeks of unpaid leave for family leave to care for a newborn child, adopted child, or terminally ill child if the employee chooses to exercise this option according to applicable statute.

**6.13.7.1 Washington Paid Family and Medical Leave (PFML)**

The employer's premium is 28.57% of the 0.74% of each Full Time Faculty's gross wages, up to the Social Security cap, Full Time Faculty are responsible for the 71.43% of the premium. The employer will contribute the full premium amount of 0.74% of Associate Faculty's gross wages. In case of future premium increases by the State of Washington this provision will have to be negotiated.

The parties recognize that the Washington State PFML Program (RCW 50A.04) is in effect

January 1, 2024, and eligibility for and approval for leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein.

For associate faculty work covered by the current agreement, the College shall pay the employer and employee portions of the premium under Washington State's PFML Program (RCW 50A.04). This program and its eligibility criteria are managed by Washington's Employment Security Department (ESD).

The employer and full-time faculty members share the cost of premiums for Washington state's PFML Program (RCW 50A.04) according to the maximum allowable premium salary deductions provided in the statute. This program and its eligibility criteria are managed by Washington's Employment Security Department (ESD).

**6.13.8 Bereavement Leave.** Sick leave may be used in the case of death in the academic employee's immediate family or household. An academic employee may use up to five (5) calendar days from the accrued sick or personal leave balance on each such occasion. When necessary, the appropriate division administrator may approve additional days.

**6.13.9 Emergency Leave.** Sick leave for emergencies or urgent situations may be granted with the approval of the appropriate division administrator. If weather or other short term hazardous conditions prevent an academic employee from coming to work, the employee may work at home if classes are canceled or may take emergency leave (sick leave) if classes are not canceled.

## 6.14 Sick Leave Buy Out (Annual and Retirement) and Voluntary Employee Beneficiary Association Plan (VEBA)

**6.14.1 Attendance Incentive (Annual Sick Leave Buy Out).** Pursuant to RCW 41.04.030, following any calendar year in which a minimum of 480 compensable hours of sick leave has been accrued, each eligible employee shall be notified and upon written request will receive remuneration for unused compensable leave accumulated in the previous calendar year at a rate equal to one (1) hour's current monetary compensation of the employee for each four (4) hours of accrued compensable leave in excess of 480 hours. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) hours for every one (1) hour's pay. Payments for such leave shall not be included for the purpose of computing a retirement allowance under any public retirement system. Payment under this subsection shall be

for only those days defined as "compensable."

**6.14.2 Retirement Buy Out.** At the time of separation from state service due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) hour's current monetary compensation of the employee for each four (4) hours of compensable accrued sick leave. Sick leave calculations and compensation shall be subject to the following rules:

a. Accumulated sick leave hours taken will be first deducted from accumulated compensable hours.

b. Eligibility requirements for retirement buy out of sick leave shall comply with the requirements of the plan in which the employee is enrolled. The employee must meet retirement guidelines before sick leave buy out shall be paid. The provisions of this subsection are contingent on the continuation of the enabling legislation.

**6.14.3 Voluntary Employee Beneficiary Association Plan (VEBA)**

a. The College will make contributions to the plan, on behalf of all employees in the academic employee group who are eligible to participate. All eligible employees will be required to sign and submit to the College an enrollment form to be admitted to the plan. If the eligible employee declines the plan and does not sign the enrollment form, the employee forfeits the accrued compensable sick leave conversion funds that would otherwise be payable at the employee's retirement.

b. Contributions on behalf of each eligible employee shall be based on an amount equal to their compensable accrued sick leave buyout contribution at retirement in accordance with the statute. For the purpose of retirement contributions to the plan, all employees who retire during the term shall be eligible.

c. The term of this plan is for the tax year from January 1st through December 31st. The plan will be continually renewed for each successive year unless the academic employee bargaining unit votes to rescind the plan.

## 6.15 Civil Duties Leave

Leave to serve as a witness at trials or as a juror is granted to full-time and part-time academic employees, provided they are not plaintiff, defendant, or subject of the investigation. In such a case, the employee shall retain any compensation paid for jury duty service.

## 6.16 Military Leave

A full-time academic employee is entitled to a maximum of fifteen (15) calendar days of annual leave with pay for active duty in the National Guard, Air National Guard, or military reserve forces of the United States if that duty falls during the academic quarters the academic employee is under contract.

## 6.17 Shared Leave

Eligibility for and usage of shared leave will conform to College Policy HR 5.06pr.

## 6.18 Personal Leave

**6.18.1 Personal Leave.** Personal leave days are not compensable and cannot be carried from one (1) year to the next if not used.

**6.18.2 Full-Time Faculty.** Full-time academic employees under annual contract are entitled to two (2) non-accumulative personal leave days per instructional year commencing the first day of their contract. Full-time academic employees who are working under contracts that are less than one academic year in duration are entitled to one (1) personal leave day per quarter up to a maximum of two (2) personal leave days per academic year.

**6.18.3 Part-Time Faculty:** Employees with Assurance of Employment, or Affiliate Status, or Senior Associate Status are entitled to one (1) personal leave day per quarter up to a maximum of two (2) personal leave days per academic year.

**6.18.4** In a medical emergency, academic employees with unused personal leave may choose either personal leave or sick leave.

## 6.19 Educational Leave

Consistent with financial constraints and normal budgetary procedures, the College encourages attendance by academic employees at state, regional, and national meetings of their professional organizations or at meetings involving their academic or occupational specialties. Expense-paid leaves may be granted academic employees to enable them to visit other colleges to observe methods and techniques in instruction, counseling, or library/media service if such leaves are clearly designed to improve service to College students.

## 6.20 Professional Leave

**6.20.1.1 Professional Leave.** Professional leaves are available to full-time tenured and permanent-status academic employees in service to the College and may be granted by the College upon the recommendation of the President. The purpose of a professional leave is to make individuals more effective in their professional service to the College.

**6.20.1.2** The length of the professional leave shall be no less than one (1) quarter and no more than three (3) full quarters in any fiscal year.

**6.20.1.3** The College shall grant a minimum of 1.666 FTEF professional leave annually, contingent upon funding, to full-time tenured academic employees in programs supported through the SBCTC allocation provided that there are enough applicants who meet the conditions established in this Article. The number of annual professional leaves shall not exceed four percent (4%) of the state-funded FTEF and the aggregate cost of such leaves during any year, including the cost of replacement personnel, shall not exceed one hundred fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave. Professional leaves for permanent status academic employees are dependent on funding through the College Foundation or other granting source.

**6.20.2 Eligibility.** A full-time academic employee may apply for professional leave after completing at least eighteen (18) consecutive probationary and tenure track/permanent-status track full-time quarters, including quarters of approved leave and applicable temporary annual appointment quarters at the College. Summer and 4th Quarters do not contribute to the consecutive quarters. Consistent with Section 6.20.1.3 above, compensation shall be in accordance with Appendix A.8.1.

**6.20.3 Compensation and Benefits.** It is the intent of the professional leave policy that academic employees should not earn a greater amount of money while on professional leave than would be earned while employed at the College. Applicants who include compensated employment as part of their professional leave proposal must submit the amount of expected compensation with the proposal. It is understood that such compensated employment does not include any compensation which the employee has historically earned from other sources while employed at the College.

An academic employee on professional leave shall earn full credit toward available benefits and seniority.

To the extent authorized by the underwriter, other benefits shall accrue to the academic employees while they are on professional leave as though they were on regular contract.

**6.20.4.1 Employee Obligation.** Acceptance of a professional leave implies an obligation to return to the College as an academic employee for time equal to the amount of leave. Should a person not return, a refund of the total stipend must be made unless the College approves an exception.

**6.20.4.2** Recipients of professional leave will submit written reports concerning their professional leave activities to the Board of Trustees. The VPI will make these reports available to the college.

**6.20.5 Professional Leave Committee.** The Professional Leave Committee will make recommendations to the President regarding the granting of professional leave. This committee will be composed of six (6) tenured and two (2) permanent-status faculty (including one from Corrections) and will be administered by the Federation. Academic employees on the committee will serve two-year terms; terms will be staggered to ensure continuity.

**6.20.6 Committee/Presidential Procedures.** The committee shall hold its first meeting by December 1st and elect a chair. The committee shall call for written applications from eligible academic employees to be received by January 15th. In selecting professional leave candidates to recommend to the President, the committee will base its decisions exclusively upon the criteria given in Section 6.20.8.1 below. The committee shall make a written recommendation of its candidates with supporting documentation to the President no later than February 15th. Copies of this written recommendation shall be sent to the appropriate division administrator, the VPI, and the Vice President of Human Resources (VPHR). The President shall submit a recommendation to the Board of Trustees as soon after February 15th as practical.

**6.20.7 Applicant Procedures.** An applicant for professional leave shall submit an application, signed by the division dean, to the chairperson of the Professional Leave Committee by January 15th of the academic year preceding the proposed leave. The applicant shall notify the committee chairperson of any significant change of plans should such a change occur during the selection process or subsequent to it. After recommendations have gone to the President and/or Board, the recommended finalists must notify the President of any change of plans or changes to the application.

**6.20.8.1 Criteria for Selection.** The Professional Leave Committee shall use two (2) criteria for

selection of an academic employee to recommend for a professional leave: the merit of the project and the applicant's current and previous contributions to the College community. In instances where these criteria are equal, seniority as well as past professional leaves taken may be additional determining factors.

**6.20.8.2** The committee shall judge written professional leave proposals along with oral interviews for merit of content and make recommendations with a ranked order.

**6.20.9 Board of Trustees' Decision.** The sole authority to grant professional leave is vested in the Board of Trustees. In addition to the criteria in Section 6.20.8.1 the Board may consider funding in making its determination.

**6.20.10 Sabbaticals.** Full-time tenured or permanent-status faculty may apply for one (1) fully or partially compensated quarter after seven (7) years of continuous employment. The availability of sabbaticals is dependent on funding for this purpose.

## 6.21 Conditions for Paid Leave

During the time an employee is on paid leave, the academic employee shall continue to accrue benefits and privileges (e.g., seniority, pension rights, sick leave eligibility) as if remaining on active duty. The College shall also keep in force the academic employee's insurance plans; however, the employee is responsible for their portion of premiums. The College agrees to reinstate the academic employee in the employee's former position or an equivalent position at the end of the leave, except for RIF applications affecting the employee's position. Any salary entitlements that would have been earned on active status shall accrue to the academic employee.

## 6.22 Leave of Absence Without Pay

**6.22.1 Leave of Absence Without Pay.** In addition to leaves with pay, a full-time academic employee may be granted leave without pay. Reasons for a leave of absence include, but are not limited to, temporary disability; professional opportunities, such as study, research, teaching, travel, or work experience; civic opportunities, such as government service, political office, or military service; extended family care; participation in a leadership role in a professional or labor organization; or exchange leave. Partial leaves without pay may be granted to tenured or permanent-status, full-time academic employees. During such partial leaves, professional responsibilities shall also be appropriately reduced. Employees receiving such leaves will receive their full salary pro rata.

The effect on accrual and use of sick leave, military leave, and personal leave will be as follows:

a. Employees on partial leave without pay of at least one (1) academic quarter's duration will accrue such leave pro rata for those months on leave. For the purpose of reporting use per Section 6.11.3, the hours per day shall be prorated.

b. Use of military leave and personal leave per Sections 6.16 and 6.18.1 shall be pro rata.

Academic employees granted pro rata leave will be defined as full-time employees for the following:

a. Calculations for determining seniority status or performance appraisal cycles.

b. Eligibility for tuition waiver, consistent with applicable State statutes.

c. Eligibility for professional leave, consistent with Section 6.20.2.

**6.22.2 Applications for Extended Leave Without Pay.** All non-medical leave without pay requests of one (1) quarter or more shall be in writing and submitted to the appropriate division dean as soon as possible. The division dean will forward written requests to Human Resources and the VPI for review. All leave without pay requests of one (1) quarter or more, other than those for medical/health reasons, will be forwarded to the President or the designee for approval. Leave without pay requests may be for up to one (1) year at a time. Leave requests for one (1) year should be submitted by April 15th.

**6.22.3 Conditions for Leave Without Pay.** Upon return from a leave without pay, the employee is guaranteed first opportunity for an appropriate equivalent position, except for RIF applications affecting the employee's position. Benefits accrued prior to a leave without pay shall be retained by the academic employee. An academic employee granted a leave without pay shall have the opportunity of keeping any contributory insurance plans in force, during the leave, by making pre-payments consistent with provisions of the underwriter.

## 6.23 Tuition Waiver

Contingent upon and consistent with enabling legislation, the College shall allow and provide for authorized tuition and fee waivers for eligible employees of the bargaining unit.

# ARTICLE VII: CALENDAR AND WORKLOAD

*Academic employees assigned to Corrections Education programs see Appendix B.*

## 7.1 Contract Length and Calendar Development

**7.1.1 Contract Year.** An academic year or contract year for a full-time academic employee shall be three (3) instructional quarters or equivalent and an assigned annual contract length consistent with Appendix A.

**7.1.2 Associate Faculty Contract Period.** An academic contract length for a associate academic employee shall normally be one (1) instructional quarter unless as specifically indicated otherwise in the individual contract.

**7.1.3 Instructional Days.** Except for summer quarter, there shall be between 48 and 52 instructional days (or equivalent) per quarter, exclusive of examination/evaluation and non-instructional days.

**7.1.4** To the extent feasible and practicable, except for summer quarter, there will be ten (10) Monday classes, ten (10) Tuesday classes, etc. (or equivalents), during each instructional quarter. Except for summer quarter, each academic quarter shall contain four (4) final examination days.

**7.1.5 Calendar Development.** The College shall include two (2)faculty to serve on the Academic Calendar Committee to be selected by the Federation in developing the annual calendars (two years at a time).

**7.1.6** There shall be one (1) day for preparation, grading, advising, or staff development to be incorporated into the scheduled days before the beginning of fall quarter classes. There shall be one (1) day for DEI training in winter quarter.

**7.1.7** In support of our graduates, full-time faculty will make every effort to attend College commencement each June.

a. To the extent feasible and practicable, commencement will take place on a contract day.
b. The Commencement Committee will include one full-time faculty member appointed by the Federation President.

## 7.2 Calendar Alternatives Including Trade and Advising Days

**7.2.1 Calendar Alternatives.** With approval from the VPI and after consultation with the appropriate division administrator, full-time academic employees may substitute a summer assignment equivalent to a customary fall, winter, or spring assignment.

**7.2.2** Full-time academic employees may be assigned, upon mutual agreement between the employee and the VPI, professional duties amounting to one (1) full-time annual contract within a twelve-month period. Such assignments shall be presented to the President. Arrangements shall include a statement of mutual consent and the plan worked out between the employee and the VPI.

**7.2.3 Trade Days.** Faculty may request that non-contracted days be substituted for regularly-scheduled contracted days to perform College- and class-related work. The faculty and the dean will agree on the work to be done and the contract days to be traded.

**7.2.4 Advising Responsibility.** Full-time academic employees will be responsible for thirty (30) hours of advising within the academic year which may include hours in summer quarter. To support faculty in this effort, the College will provide mandatory annual advising training, which shall be included within a faculty member's annual obligation to provide thirty (30) hours per academic year.

## 7.3 Professional Work Assignments

**7.3.1 Professional Work Assignments.** The assignment of equitable, professional loads for all academic employees is the responsibility and authority of the VPI working in conjunction with the appropriate division administrator. All full-time faculty, including full-time temporary and probationers, shall complete and submit an Annual Full-Time Faculty Planning Form (see Appendix D) and meet with their deans to discuss the contents by the end of the fourth week of fall quarter each year. Tenured and permanent status faculty shall keep copies of their Planning Forms to include as part of their three (3) year post-tenure report as described in 2.8.

**7.3.2 Instructor Professional Assignment.** The assignment for an instructor is to provide individual and group instruction to students, evaluate student work, assign grades, and develop appropriate course material. Faculty are expected to use learning technologies, such as, but not limited to, the learning management system in use at the College. Full-time instructors are also expected to participate in student advising, program and curriculum development, department

and division responsibilities, appropriate College in service activities, personal and program evaluation, committee or council assignments, and other professional duties relating to the assignment. Full-time instructors are responsible for arranging their schedules in order to fulfill committee, department, and division responsibilities. Full-time instructors who discover that extra duties within the scope of their professional assignments exceed sixty-five (65) hours per quarter should confer with their dean about their assignments. Remedies may include redistribution of duties among other members of the department, modifying assignments, reassignment, or special assignment pay.

**7.3.3 Counselor Professional Assignment.** The assignment for a counselor is to provide individual or group counseling in personal, educational, and vocational decision-making of counselees. Full-time counselors are also expected to administer and interpret individual and group tests; refer counselees to other sources of help; follow up on referrals; advise students; participate in departmental responsibilities, personal and program evaluation, committee or council assignments, and appropriate College in-service; coordinate and integrate departmental functions with the rest of the College community; and perform other professional duties directly related to the assignment.

**7.3.4 Librarian Professional Assignment.** Librarians shall provide information literacy instruction and learning resource services to the College community. This includes one-on-one, group, and classroom instruction; creation of instructional materials, learning objects and research guides; collection development; and reference services. Full-time librarians are also expected to participate in departmental assignments; personal and program evaluation and assessment; student advising as applicable; committee or council assignments, and appropriate College in-service; coordinate and integrate departmental functions with the rest of the College community; and other professional duties related to the assignment.

## 7.4 Assignment Calculations

**7.4.1 Full-Time Assignment.** The assignment for full-time academic employees shall be computed on an annual basis, consistent with Sections 7.5.1 through 7.5.8. It is understood that the activities quantified by the calculations in Sections 7.5.1 through 7.5.8 do not represent the total annual professional assignment of full-time academic employees.

**7.4.2 Assignment Band.** Each full-time academic employee shall be assigned as close to 1.0 annualized Full-Time Equivalent Faculty (FTEF) as reasonably possible during three (3) normal quarters (including Summer Quarter if that quarter is one of the three). In any case, a full-time

assignment shall not be more than 1.022 annualized FTEF or less than 0.978 FTEF unless a workload adjustment is made in accordance with Section 7.4.5.

**7.4.3 Associate Assignment.** Associate academic employees shall provide individual and group instruction to students, evaluate student work, assign grades, and develop appropriate course materials. The assignment is computed on a quarterly basis consistent with Sections 7.5.1 through 7.5.8.1-.2. It is understood that the activities quantified by these calculations in Sections 7.5.1 through 7.5.8.1-.2 do represent that total quarterly professional assignment of the associate academic employees. Consultation with students will be an expectation of employment for all associate academic employees. In assigning courses to associate academic employees, the division administrator will place the highest priority on addressing student needs. Selection decisions will take into consideration a variety of factors including:

a. Instructor's prior service to the College, including length of service, community outreach and contributions to college goals.

b. Instructor's ability to advance department, division, and institution strategic goals.

c. Qualification to teach the particular course(s) including educational background, experience, professional development and innovations in course delivery and development.

d. Instructor's preferences and availability including course(s), mode of instruction, professional career goals and scheduled day and time.

**7.4.4 Assignment Band Provisions.** At the time the annual schedule is developed, each full-time instructional academic employee will be assigned a full-time annual instructional assignment. This assignment will be used as the basis to determine the full-time load and eligibility for associate faculty compensation beyond the annual load in the following manner: any class which is added to the assignment and is not a substitution is compensable at the associate faculty rate. If the original assignment is beyond the band due to the FTEF factor associated with the program, the employee will be eligible for compensation for the amount that is beyond the band. If a full-time academic employee's class is canceled, another class will be substituted. If the change occurs spring quarter and/or the academic employee does not have a full load and there are no classes available to substitute, the VPI will assign additional duties to compensate for the canceled class.

**7.4.5 Adjusted Assignments.** Adjusted assignments may be counted as FTEF load credit upon

written approval of the VPI.

**7.4.6 Other Reassigned Time or Special Assignment.** To address work load issues, the College will provide a minimum of 3.0 FTEF per year reassigned time, equivalent special assignment pay or stipend to full-time and associate academic employees. A procedure for applying will be mutually agreed to by the College and the Federation.

**7.4.7 Stipends**. Other work of academic employees beyond contractual duties may, in some circumstances, be compensated by stipend for the work performed rather than paid by the hour. The purpose of compensating by stipends is to enable a larger number of associate faculty to be compensated for participation in a greater number of activities. Under such circumstances, the appropriate administrator may ask for evidence that the work was performed, but no log of hours worked would be deemed necessary. The following stipends are approved beginning the effective date of this contract. Additional stipends may be agreed to by the Contract Administration Committee (CAC). A stipend shall be in lieu of hourly payment and shall constitute full payment for the work performed.

a. For associate faculty invited to attend and/or participate in specified meetings, presentations, committees, outreach events or required trainings with express commitment of compensation for doing so, a stipend shall be paid based on the length of the meeting, presentation, event or training as follows:

i. From 1/2 hours to less than 2 hours $55

ii. From 2 hours to less than 4 hours $85

iii. From 4 hours to less than 6 hours $110

iv. From 6 to 8 hours $160

b. For full-time faculty invited to attend and/or participate in specified meetings, committees, outreach events or required trainings during breaks in the academic calendar, the schedule shall apply.

## 7.5 Quarterly FTEF Calculation

**7.5.1 Quarterly FTEF Calculation.** After consulting the appropriate academic employees and

the division administrator, the VPI will assign individual courses to the following categories:

**7.5.1.1** A contact hour is defined as fifty (50) minutes.

**7.5.2 15-Hour Mode.** 0.066 FTEF for each course credit in classes in which the student receives one (1) credit for one (1) class or activity hour per week or fifteen (15) instructor contact hours per week equals 1.0 quarterly FTEF.

**7.5.3 20-Hour Mode.** 0.100 FTEF for each course credit in classes in which the student receives one (1) credit for each two (2) class or activity hours per week or twenty (20) instructor contact hours per week equals 1.0 quarterly FTEF.

**7.5.4.1 30-Hour Mode.** 0.091 FTEF for each thirty (30) instructor contact hours in classes in which the student receives one (1) credit for each three (3) to five (5) activity hours per week. FTEF shall be based on the actual contact hours of the instructor and may vary due to class size, travel time, etc. Thirty (30) instructor contact hours per week equals 1.0 quarterly FTEF.

**7.5.4.2 Definition.** The 30-hour mode is used for courses where the predominant instructional mode is student autonomous study or related work activity under the intermittent supervision of the instructor. It includes the student working with or under the direct supervision of professional practitioners. In the case of cooperative work experience, the learning activity is based on a written agreement with the participating training agency.

**7.5.4.3 Determination of Instructor Contact Hours**

a. The VPI or designee assigns the number of instructor contact hours after consultation with full-time faculty in the appropriate program or department.

b. Total contact hours and FTEF assignment is based on an 11-week or equivalent quarter.

c. Contact hour requirements of the instructor may vary from program to program based on the following considerations:

1. Time for setting individualized learning goals with students.

2. Time for conferences with enrolled students during the quarter, regular or intermittent. (Conferences may be in person, over the phone, or online, depending upon needs of the student.)

3. Time for contact with work/professional supervisor if appropriate.

**7.5.4.4 Exceptions to Using the FTEF Designated in Master Catalog File**

It is expected that most classes assigned to the 30-hour mode will be taught at the assigned FTEF, with the designated class capacity. When a field practicum, internship, or externship class has a low enrollment and is being considered for cancellation, the three options listed below will be considered by the division administrator and the department head, and the most suitable option will be selected for each program. If the class is to be assigned to a associate academic employee, only the third option is appropriate.

a. ***Average Enrollment Approach.*** The instructor agrees to accept enrollment over the class capacity some quarters and under the class capacity other quarters, so long as it averages out over the course of the academic year.

b. ***Mixed Assigned FTEF/Volunteer Option.*** In departments where the class is critical but only a few students enroll each quarter, the instructor agrees to get full FTEF for one quarter in Fall, Winter, or Spring and teach the class on a volunteer basis for the other quarters. The combined enrollment is equivalent to the class capacity for one quarter.

c. ***FTEF Calculated on a Per Student Basis.*** To determine the FTEF per student, divide the FTEF assigned to the course by the class minimum assigned to the course in the catalog file. Multiply the number of enrolled students by the FTEF per student calculation.

**7.5.4.5 Travel Time.** Travel time may be considered as part of instructor contact time where this is appropriate to the needs of the program and course; however, once determined, agreement about the assigned FTEF will conform to the catalog file listing. If the instructor feels that the travel time deserves special consideration for a particular quarter, the department must make a recommendation to the division administrator and the VPI for additional "special assignment" before the quarter begins.

**7.5.5 Variable Credit and Individualized Instruction.** FTEF equal to 0.050 per credit times the maximum credits per course per quarter for courses with a lecture or laboratory component. For individualized, self-paced, independent study classes, the instructor load factor will be determined by instructor contact hours at the appropriate mode of instruction.

**7.5.6 Counseling and Librarian.** Thirty (30) contact hours per week equals 1.00 quarterly

FTEF.

**7.5.7 Courses Granting Zero Credit.** Except for community services courses, courses similar to credit courses but providing no direct student credit, will be evaluated for FTEF according to the same standards as credit courses.

**7.5.8.1 Online and Hybrid Courses.** A course offered as an online or hybrid course that is the same course as an existing course taught in the traditional modes described in Sections 7.5.1 through 7.5.7, shall be assigned the same FTEF as the traditional course. Enrollment standards for an online or hybrid course shall be consistent with courses taught in a traditional mode of instruction provided that no changes to existing course capacities shall be made without Federation input, consistent with 7.9.3. When an online or hybrid course is taught by an associate quarterly instructor or a full-time academic employee on a moonlight assignment and the enrollment is below the accepted minimum, the department may offer the instructor the opportunity to continue the course and be paid in accordance with Section 7.5.4.4.c, *FTEF Calculated on a Per Student Basis.*

**7.5.8.2** Online and hybrid courses will be assigned to one of the course load standards set out in Sections 7.5.1 through 7.5.7.

## 7.6 Maximum Load

The maximum load described herein may be exceeded without additional compensation when requested by the individual academic employee and approved by the appropriate division administrator.

## 7.7 Assignment Span

Excluding instances required to maintain a full load or by mutual agreement between the employee and the division administrator, full-time instructional academic employees shall be assigned class schedules within a seven (7) hour assignment span.

## 7.8 Scheduled Assignments

Nothing in this Article shall be construed that academic employees are to be on campus if their professional duties require their presence elsewhere. However, full-time faculty are expected to be on campus for face-to-face meetings and conferences. Full-time faculty must teach at least one course with an on-campus component each quarter unless there are circumstances that merit an exception, which must be approved by the dean. Academic employees are expected to

perform their scheduled professional responsibilities including, but not limited to, classes, office hours, advising, division and department meetings, and committee assignments.

## 7.9 Office Hours

**7.9.1 Office Hours.** Full-time academic employees shall schedule at least five (5) office hours per week. For instructors, the purpose of office hours is to consult with, advise, and mentor students regarding academic concerns. For counselors and librarians, the purpose of office hours is to consult informally with student and academic employees. Office hours should be scheduled at times convenient for students. The modality of office hours may vary to match the modality of course instruction (in-person courses will have some in-person office hours, online courses will have some online office hours).

**7.9.2** If associate faculty are assigned additional consultation hours by the VPI, they shall be paid at the part-time hourly rate as defined in Appendix A.

**7.9.3 Class Capacities.** The Administration will consult with the Federation prior to proposing general changes to class capacities across departments or divisions.

# ARTICLE VIII: SALARY PLACEMENT AND ADVANCEMENT

## 8.1 Initial Placement of New Academic Employees.

Newly hired full-time academic employees shall be placed on the faculty salary schedule. The initial placement shall be Step G unless the employee has a doctorate degree from an accredited college or university, in which case the initial placement shall be one step higher (Step H).

## 8.2 Placement of Returning Administrators

Administrative experience shall be counted for advancement on the salary schedule with each full year of administrative service at Edmonds College counted as equivalent to one (1) year of teaching service up to a maximum of three (3) years.

## 8.3 Advancement on the Salary Schedule

Academic employees shall receive advancement on the salary schedule (see Appendix A) with any of the following provisions:

a. The granting of tenure or permanent status shall be deemed a promotion resulting in a one (1) step advancement within the salary schedule, which shall be effective at the beginning of the next academic year following the granting of tenure or permanent status.

b. Employees who receive a doctorate degree from an accredited college or university shall be recognized with a one (1) step increase within the salary schedule, effective at the beginning of the next academic year following receipt of the degree.

c. Every second academic year (after tenure/permanent placement) employees shall be given a one (1) step increase within the salary schedule.

## 8.4 Promotional Advancements

8.4 Legislative funding authority provision. All commitments regarding compensation required by this Agreement are contingent upon legislative authorization and funding or subsequent modification thereof.

# ARTICLE IX: ACADEMIC GOVERNANCE

## 9.1 Divisions and Transfer

**9.1.1 Divisions.** Divisions shall serve as administrative units for groups of academic employees. Each academic employee shall be assigned to one of the following divisions by the President.

a. Health and Human Services

b. Business and Continuing Education

c. Humanities and Social Sciences

d. Library and Learning Resources

e. Science, Technology, Engineering and Mathematics (STEM)

f. Pre-College Education

g. Student Success & Engagement

h. Correctional Education

i. Academic English and International Education

**9.1.2** If the above structure is altered by the College during the duration of this Agreement, the President shall reassign those affected academic employees. Any problems which may arise from the alteration will be referred to the Contract Administration Committee.

**9.1.3** When an academic employee is assigned work in more than one division, the affected divisions shall be consulted.

**9.1.4 Transfer.** No academic employee shall be transferred to correctional institutional programs involuntarily. In the event such a transfer is voluntarily accomplished, the provisions of Appendix B shall be fully applicable, except that previously attained tenure rights shall be retained in accordance with applicable law. It is further understood that transfers to assignments outside of the State of Washington shall be voluntary.

## 9.2 Departments

**9.2.1 Departments.** Each distinct program or academic discipline (or groups of related disciplines or programs if there are few course offerings) shall form a department for purposes including but not limited to curriculum development and program planning, certification and accreditation functions, and representation to the community. An academic employee may be a member of more than one department if the work assignment is in more than one department.

**9.2.2** Each department shall develop its curriculum, scheduling, staffing, budget, and program recommendation in department meetings and forward them to the division administrator through the department head. The Contract Administration Committee will establish and maintain procedures to ensure appropriate departmental oversight of curriculum, scheduling, and staffing.

## 9.3 Department Heads Including Reassigned Time

**9.3.1 Department Heads.** Each department shall elect a department head from the full-time academic employees in the department who shall serve as the representative for the department. The term of office shall be for one (1) academic year, beginning Fall Quarter unless a variation is agreed upon by the department and the division administrator. Any faculty may serve successive terms.

**9.3.2** The division administrator shall conduct the election and give written notice of the election at least five (5) contract days before the election to all academic employees in the department. Nominations may take place in a meeting or by email. An electronic ballot that is unique to the department may be used if it provides anonymity and the software application has been approved by CAC. The votes shall be counted by classified staff. In the event of a contested election, the tally of the number of eligible department faculty, the number of votes cast, and the number of votes for the winner shall be published.

**9.3.3** The election shall occur each year prior to April 30th for the following academic year. Associate faculty contracted during spring quarter are eligible to vote.

**9.3.4** In the event of a vacancy, a new election will be held.

**9.3.5** In the event the department has no full-time faculty, an associate faculty within the department may be elected if warranted. If no faculty in the department is elected, a full-time or part-time faculty in the division may be elected by the department. Otherwise, the division

administrator will perform department head duties.

**9.3.6** The department head shall coordinate the department, represent it to the campus and community, and perform other departmental duties as assigned by the division administrator. The department head of a department with two (2) or more full-time academic employees should hold department meetings at least once per quarter, excluding summer quarter.

**9.3.7 Department Head Reassigned Time**. The College shall commit at least 12.512 FTEF annually to support the duties and functions of department heads.

Department heads shall be reassigned time from their regular assignments to perform department duties. The FTEF will be paid through a reduction in full-time assignment. By mutual agreement between the College and the Employee, the FTEF may instead be paid by equivalent pay at the part-time rate.

The Table of annual FTEF allocated to each department for department head work is located in Appendix D. The amount of reassigned time reflected in Appendix D will remain constant each year unless written notice by the VPI has been given to the department no later than the last day of winter quarter for each academic year.

The VPI, in consultation with the division administrator, may increase or decrease the amount of reassigned time provided to each department head based on substantial changes in the department related to any of the following factors:

a. Number of full-time and part-time faculty and FTEF

b. Student headcount and FTES

c. Number of certificates/degrees

d. Level of support staff assigned to the unit

e. Size of departmental materials/supplies budget

f. Summer quarter planning

g. Departmental complexity factors (e.g., unfilled full-time faculty positions, high rate of vulnerable students, compliance with professional approval bodies, etc.)

h. Elimination or consolidation of a department

Increases or decreases in the reassigned time allocated to department heads shall be assessed

independently. If no full-time or part-time academic employee is available to assume the role of department head, the division administrator is required to perform these duties, and the College's commitment of 12.512 total FTEF may be temporarily reduced by the allocated amount for the department for that academic year.

Additional department head reassigned time or special assignment pay, including additional time for current department heads, shall be requested through the regular application process.

## 9.4 College Committees

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

**9.4.2 College Curriculum Committee.** The Curriculum Committee shall make recommendations on courses and instructional programs to the VPI.

**9.4.3 College Academic Standards Committee.** The Academic Standards Committee shall make recommendations regarding new academic procedures or changes in procedures to the VPI in the following areas: grading, all-college credential requirements, academic waivers, and other subjects directly affecting the academic standards of the College.

**9.4.4** The following procedures shall apply to the Curriculum Committee and the Academic Standards Committee.

a. Each committee shall be chaired by an administrator designated by the President or the designee.

b. The administrative chair will be responsible for calling routine meetings and distributing minutes to all faculty.

c. Each committee will consist of one (1) academic employee representative from each

division, elected by faculty of the division. Elections will be conducted by the division administrator.

d. The VPI may appoint additional committee members from the administration, classified staff, or student body.

**9.4.5 Faculty Professional Development Committee**. The Faculty Professional Development Committee shall advance student learning and strengthen teaching and assessment by providing professional development opportunities with an equity lens. The Faculty Professional Development Committee also provides support for faculty to collaborate, innovate, and adopt pedagogical practices that support student success and active learning.

**9.4.6** The following procedures shall apply to the Faculty Professional Development Committee:

a. The committee shall be co-chaired by an administrator designated by the President or their designee and the Faculty Professional Development Coordinator(s).

b. The co-chairpersons will be responsible for calling routine meetings and distributing minutes to all full-time faculty.

c. The committee will consist of one (1) academic employee representative from each division, elected by faculty of the division. The committee will also include the Director of eLearning or designee, and two (2) additional associate faculty members.

d. The VPI may appoint additional committee members from the administration, classified staff, or student body.

**9.4.7 Grade Change Committee.** A Grade Change Committee shall be established solely to be the final arbiter of any request for a grade change that does not have the approval of the instructor of record. The College President or designee shall present any such requested grade changes to the committee and provide appropriate supporting material. The committee, at its discretion, may ask for additional information.

**9.4.8 Composition**. A five-member Grade Change Committee shall be established no later than November 30th of any academic year. The members shall include two (2) administrators chosen by the College President and three (3) tenured or permanent faculty members who shall be elected by the faculty. The three (3) tenured or permanent faculty and three (3) alternates shall be

elected by a process developed and administered by the Federation. Faculty members and alternates shall serve staggered three-year terms with election of one (1) faculty member and alternate each academic year.

**9.4.8.1** In no case shall a committee member sit in judgment of a case in which there is a conflict of interest. In such cases, an alternate representative (an elected faculty member or temporary administrative substitute) shall serve and consider the case in question.

**9.4.8.2** In the event of a vacancy on the committee, an alternate shall serve the remainder of the term. Whenever necessary, the replacement of a faculty member of the committee shall be selected by a process developed and administered by the Federation.

## 9.5 Faculty Equity and Inclusion Committee

**9.5.1** Edmonds College is committed to being an antiracist institution. In furtherance of the College's commitment, the Faculty Equity and Inclusion Committee (E&I Committee), the VPEIB and the VPI shall collaborate on College antiracist and (DEI) initiatives as identified by the VPEIB for advancing antiracist and pro-equity activities connected to teaching, learning and community.

**9.5.2** The College will support two (2) representatives from the E&I Committee (intended to be one full-time and one associate faculty) to facilitate collaboration between groups across campus regarding College antiracist and DEI initiatives as identified by the VPEIB connected to advancing antiracist and pro-equity activities connected to teaching, learning and community.

**9.5.3** The Faculty E&I Committee Co-chairs and the VPEIB will meet at least twice per quarter to discuss their collaborative efforts and once at the end of the academic year to assess the impact of their work and to capture and measure their efforts across campus. The Faculty E&I Committee Co-chairs or their designees will participate on antiracist and DEI advisory bodies, such as the Diversity, Equity and Inclusion Council (DEIC). The Faculty E&I Committee Co-chairs and the VPEIB will meet at the end of fall, winter, and spring quarters to share and present updates and progress about their work.

**9.5.4** The College shall provide 0.666 release time or the equivalent to the E&I Committee Co-chairs in fall, winter, and spring quarters to be split evenly. The E&I Committee Co-chairs shall receive annual appointments for staggered two-year terms. The College shall provide thirty (30) hours of special assignment pay in the summer quarter to be divided between the E&I

Committee Co-chairs in order to support the work of the College antiracist and DEI initiatives.

## 9.6 Faculty Senate President

**9.6.1** The College shall provide 0.333 release time to the Faculty Senate President in fall, winter, and spring quarters.

**9.6.2** The College shall provide up to twenty (20) hours of special assignment pay in the summer quarter to the Faculty Senate President or their designee, which must be approved in advance by the VPI. The Faculty Senate President or their designee will record their time and effort.

## 9.7 Associate Faculty Committee

**9.7.1** The College shall provide thirty (30) hours of special assignment pay in fall, winter, and spring quarters to be allocated evenly to the two (2) Associate Faculty Committee Coordinators.

## 9.8 College Committee Administration

**9.8.1** Nothing in Section 9.4 through 9.7.1 of this Article is subject to the grievance provision of this Agreement.

# ARTICLE X: GRIEVANCE AND ARBITRATION

## 10.1 Purpose and Objectives of the Grievance Procedures

**10.1.1 Purpose and Objectives of the Grievance Procedures.** It is the declared objective of the College and the Federation to encourage the prompt resolution of all complaints, misunderstandings, or other difficulties arising under the terms of this Agreement. Accordingly, the following grievance procedure is established to provide an orderly and expeditious procedure for resolution of matters arising under this Agreement.

**10.1.2 Grievance Definition.** A grievance shall be defined as any complaint or claim against the College by an academic employee, a group of academic employees, or the Federation, arising out of the interpretation, application, or alleged violation of the terms of this Agreement by the College.

## 10.2 Computation of Time

**10.2.1 Computation of Time.** For purposes of computing time for filing a grievance in Section 10.4.1, only those days which are days as defined in Article XI shall be counted in the thirty (30) contract day period for filing. In any event, grievances of associate employees must be filed no later than the end of the quarter following the quarter of the alleged violation.

**10.2.2** In computing days, the "day of notice" is the day after the event in question occurs or the day after the academic employee (or the Federation in instances of alleged violation of Article I) becomes aware of the alleged violation, whichever is later.

**10.2.3** Time limits herein may be extended by mutual written agreement between the Federation and the College.

## 10.3 Eligibility to File

Any full-time or associate academic employee, or the Federation, may file a grievance.

## 10.4 Informal Resolution and Formal Resolution: Step One

**10.4.1 Informal Resolution.** Prior to filing the written grievance, the grievant and the Federation President or designee shall present the grievance orally to the appropriate administrator who has

the authority to adjust the grievance. This meeting shall occur within thirty (30) contract days after the occurrence of the event giving rise to the alleged Agreement violation or within thirty (30) contract days after the academic employee or Federation becomes aware of the alleged Agreement violation, whichever is later. If an oral meeting cannot be arranged within thirty (30) contract days, an extension may be granted by mutual agreement of the parties, or the parties may agree to proceed to Step One. The participants of the meeting shall decide who will prepare and distribute to the participants a written summary of the outcome via College email within five (5) contract days of the meeting.

**10.4.2 Formal Resolution: Step One.** The grievant and the Federation President or designee shall present the grievance to the VPI or designee within ten (10) contract days after receipt of the written summary of the outcome of the informal resolution meeting. Such grievance shall be made in writing, dated, and signed by the grievant and the Federation representative and shall state the specific factual basis of the grievance, the specific provisions of this Agreement alleged to be violated, and the remedy sought. Grievances shall be sent via certified U.S. mail, with the receipt signature and date indicating timely filing, or by personally delivering it to the VPI or designee, who shall note receipt by countersigning and dating the original grievance. In addition to one of the aforementioned methods, a copy of the grievance should be emailed to the VPI or their designee. The Federation shall concurrently provide a copy of the grievance to the VPHR.

**10.4.3** The VPI or designee may meet with the Federation and the grievant to gain a better understanding of the issue.

**10.4.4** The VPI or designee shall answer the grievance in writing or request a time extension within fifteen (15) contract days after receipt of the grievance. Copies of the VPI or designee's response shall be provided to the grievant, the Federation representative, and the VPHR. If the VPI or designee does not timely respond, the grievant and the Federation may take the matter to Step Two.

## 10.5 Step Two

**10.5.1 Step Two.** If the grievance is not adjusted at Step One, or if the VPI or designee has not timely responded to the Step One grievance, the grievance may be submitted to the President or designee provided it is received by the President or designee not more than fifteen (15) contract days after it was answered or not timely responded to in Step One. Grievances shall be sent via certified U.S. mail, with the receipt signature and date indicating timely filing, or by personally delivering it to the President or designee who shall note receipt by countersigning and dating the

written grievance. In addition to one of the aforementioned methods, a copy of the grievance should be emailed to the President or their designee. The Federation shall concurrently notify the VPHR of the filing of the grievance at Step Two.

**10.5.2** The President may meet with the Federation and the grievant to gain a better understanding of the issue.

**10.5.3** The President or designee shall answer the grievance in writing or request a time extension within fifteen (15) contract days after receipt of the Step Two grievance. Copies of the President or designee's response shall be provided to the grievant, the Federation representative, and the VPHR. If the President or designee does not timely respond, the grievant and the Federation may take the matter to Step Three.

**10.5.4** Upon mutual consent of the College and the Federation, the Federation may initiate a grievance at Step Two.

## 10.6 Step Three: Arbitration

If no settlement is reached at Step Two, or if the President or designee does not timely respond at Step Two, the Federation may, at its sole discretion, and within twenty (20) contract days after the Federation receives the President or designee's Step Two response, or within twenty (20) contract days after the President or designee does not timely respond, submit a written notice to the College that the grievance will be submitted to the AAA for arbitration; provided, however, that the Federation may request an extension of time to file such notice.

## 10.7 Arbitration Provisions

**10.7.1 Arbitration Provisions.** Matters subject to arbitration shall be referred to the American Arbitration Association, hereinafter referred to as the AAA. Matters referred to the AAA shall be processed under the appropriate rules of the AAA.

**10.7.2** Only grievances involving an alleged violation by the College of a specific provision of this Agreement during the duration of this Agreement, and which the Federation presents to the College in writing and are processed in the manner and within the time limits provided, in this section shall be subject to arbitration.

**10.7.3** The fees and expenses of the arbitrator shall be borne equally by the College and the Federation.

**10.7.4** The decision of the arbitrator shall be final and binding upon the College, the Federation and the affected academic employee, consistent with the terms of this Agreement.

## 10.8 Jurisdiction of the Arbitrator

**10.8.1 Jurisdiction of the Arbitrator**. Jurisdiction of the arbitrator is limited to:

**10.8.2** Adjudication of the issue which, under the express terms of this Agreement and any submission agreement, are subject to arbitration; and

**10.8.3** Interpretation of the specific terms of the Agreement which are applicable to the particular issue presented to the arbitrator; and

**10.8.4** The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of this Agreement, or which is in conflict with the provisions of this Agreement; and

**10.8.5** The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and

**10.8.6** The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other and the matters presented in any written briefs of the parties; and

**10.8.7** The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written or oral briefs by the parties unless waived by the parties.

**10.8.8** The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of the grievance and the substantive and procedural arbitrability issues arising in connection with the grievance shall be consolidated for hearing before the arbitrator.

**10.8.9** The arbitrator shall not have the authority to remand an issue back to the parties for negotiation.

## 10.9 Additional Grievance Stipulations

**10.9.1 Additional Grievance Stipulations.** Conferences and hearings held under this procedure

shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If a grievance hearing at any step, or an arbitration hearing, is held during working hours, the grievant and the Federation representatives shall be released from such work with pay to participate fully.

**10.9.2** Whenever written grievances, answers, or appeals are required to be served on the College or the Federation, certified mail to the President, or to the Federation President, shall meet all service requirements hereof, except that personal service duly receipted shall also be adequate service.

**10.9.3** Any grievance pending arbitration shall in no way be prejudiced by the termination of employment of the grievant, and the Board of Trustees or any of its agents agrees not to use the fact that a former academic employee is no longer an employee in a grievance proceeding.

**10.9.4** No grievance material shall be placed in the personnel file of academic employees exercising their rights under the grievance procedure outlined herein. Neither shall such material be used in the evaluation reports, the promotional process, or any recommendation for job placement of such academic employees.

**10.9.5** When two (2) or more grievances involving the same alleged violation have been submitted, the College and the Federation may agree that said grievances be consolidated and be heard at Step Two or Step Three.

# ARTICLE XI: CONDITIONS

## 11.1 Scope of Agreement

**11.1.1 Scope of Agreement.** This Agreement shall supersede any policies, rules, regulations, procedures, or practices of the College to the extent that the policies, rules, regulations, procedures, or practices are contrary to or inconsistent with the terms of this Agreement.

**11.1.2** This Agreement constitutes the negotiated agreements between the College and the Federation and supersedes any previous Agreements or understandings, whether oral or written, between the parties.

**11.1.3** This 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.

## 11.2 Employer Rights

The management of the College and the direction, assignment, and job responsibilities of the workforce is vested exclusively with the College subject to the terms and conditions of this Agreement. All matters not specifically and expressly covered by the language of this Agreement shall be administered for its duration by the College, provided, the College has placed items that deal with wages, hours, and other mandatory terms and conditions of employment on the Contract Administration Committee (CAC) agenda to be discussed at a regular meeting.

## 11.3 Article and Section Headings

The article and section headings used herein are inserted for convenience only and shall have no bearing on the meaning or interpretation of the Agreement except as they serve to clarify its intent.

## 11.4 Savings Clause

If 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 not required by law shall be subject to appropriate negotiations with

the Federation. Any modification to this Agreement shall require written ratification by the parties. The term law, as used herein, shall include statutes, regulations, executive orders, rules adopted by the SBCTC, controlling case law, and other rules properly adopted which have the force and effect of the legal system.

## 11.5 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 in this Agreement, the College and the Federation 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.

## 11.6 Exceptions

The terms of this Agreement shall apply to all academic employees in the bargaining unit consistent with exceptions delineated in Appendices B, C and D.

## 11.7 Definitions of Calendar Day and Contract Day

For purposes of this Agreement, the following definitions shall apply:

a. ***Contract Day.*** Any day of the formally adopted academic calendar, including summer quarter. For the purpose of meeting deadlines expressed as contract days, Saturdays will not be included.

b. ***Calendar Day.*** All days sequentially including holidays, etc. If the last day for required action falls on a Saturday, Sunday, holiday, or any day the College is not open for business, then the next day shall be treated as the day action is required.

## 11.8 Reopener

The Federation reserves the right to reopen Appendices A and C, with respect to salary increases, in the event that the legislature of the State of Washington authorizes and/or provides funds for salary increases after July 1, 2016. Implementation of such increase shall be consistent with the Legislative guidelines and/or negotiated Agreement. Such negotiations shall be conducted consistent with RCW 28B.52 or any subsequent legislation.

## 11.9 Duration

This Agreement shall remain in full force and effect from April 1, 2024, until June 30, 2026. This Agreement shall be reopened in its entirety on or after January 1, 2026, upon the request of either party.

## Signatures

**For The College**

Dave Earling
Board of Trustees, Chair

Dr. Amit B. Singh
President of the College

Kim Chapman
Vice President of Instruction

Suzanne Moreau
Vice President of HR

Joseph Roland
Associate Director of HR

Vernon Hawkins
Dean of Business Division

**For The Federation**

Scott Haddock
Lead Negotiator, President of the Federation

Shari Arnesen
Asst. Lead Negotiator, Associate Faculty &
Business and Continuing Ed. Representative

Charles Mueller
Asst. Lead Negotiator, Science Technology,
Engineering, Math Representative

Haley Benjamins
Negotiator, Library and Learning Resources
& Counseling Representative

Carly Davis
Negotiator, Correctional Ed. Representative

Lauriel Elsa-Gordon
Negotiator, Health & Human Services & BAS Representative

Kevin Fogarty
Negotiator, Business and Continuing Ed.
Representative

DawnMoon Jaques
Negotiator, Correctional Ed. Representative

John Jakoski
Negotiator, Correctional Ed. Representative

Mikaila Leyva
Negotiator, Associate Faculty & Humanities
and Social Sciences Representative

Rachel Phillips
Negotiator, Pre-College Ed. Representative

John Sherman
Negotiator, Academic English and
International Ed.Representative

Nick Sibicky
Negotiator, Humanities and
Social Sciences Representative

Ratified by the Federation: March 15, 2024

Ratified by the Board of Trustees:

(Original Signed Copy on File in Human Resources)

# APPENDIX A: SALARY

## A.1 Salary Schedule

172 Day Contract. Salary rates effective July 1, 2023.

| | Full-Time Faculty*: |
|---|---|
| | 0% increase /<br>8.9% COLA added per MOU |
| Step | 2023/2024 |
| G | $81,219.80 |
| H | $82,551.65 |
| I | $83,881.31 |
| J | $85,212.07 |
| K | $86,542.83 |
| L | $87,873.59 |
| M | $89,203.26 |
| N | $90,535.10 |
| O | $91,864.77 |
| P | $93,195.53 |
| Q | $94,526.29 |
| R | $95,857.05 |
| S | $97,186.72 |
| T | $98,518.56 |

| between steps |
| --- |
| $1,222.00 |

| | Associate Faculty*: | | |
| --- | --- | --- | --- |
| | 0% increase / incl. 8.9% COLA | Quarterly Rate | 2023/2024 |
| A | $52,793.00 | $17,597.62 | 65% of Step G |
| B | $53,659.00 | $17,886.19 | 65% of Step H |
| C | $54,523.00 | $18,174.28 | 65% of Step I |
| D** | $55,388.00 | $18,462.62 | 65% of Step J |
| E*** | $56,253.00 | $18,750.95 | 65% of Step K |
| F*** | $57,117.00 | $19,039.28 | 65% of Step L |

*Faculty will earn a 10% stipend for 300 and 400 level courses.
** Beginning July 2024
*** Beginning July 2025

NOTES:

• Should the legislature institute a salary freeze, the above step progression will be suspended for the legislatively-dictated period of time.

• Every 2nd academic year (after tenure/permanent placement) employees will be given a one step increase within the salary schedule.

• Employees who receive a doctorate degree from an accredited college or university will be recognized with a one step increase within the salary schedule, effective at the beginning of the next academic year following receipt of the degree.

## A.2.1 Quarterly Part-Time Salary

The following criteria shall be used to determine the appropriate rate of pay for quarterly, part-time academic employees including library/media/counseling faculty and for summer/fourth quarter and overload pay for full- time academic employees.

**A.2.2** Academic employees shall be assigned to a step on the part-time faculty salary schedule as follows:

a. **Step A:** The following employees assigned at Step A of the part-time salary schedule shall be paid 65% of Step G on the full-time faculty FTEF load factor:

1. Part-time academic employees in 1st through 9th quarters of teaching at Edmonds College.

2. Employees who do not meet the eligibility requirements for Step B who are given moonlight contracts.

3. Full-time academic employees who do not meet the eligibility requirement for Step B and who are teaching in summer or fourth quarter.

b. **Step B:** The following employees assigned at Step B of the part-time salary schedule shall be paid: 65% of Step H on the full time faculty FTEF load factor:

1. Part-time academic employees who have been promoted to Step B.

Promotion to Step B shall be accomplished as follows:

At the completion of nine (9) quarters of part-time faculty employment with Edmonds College, (which could include quarter(s) of temporary full-time assignments), the employee shall advance to Step B.

2. Full-time tenured or permanent-status academic employees will be paid at Step D for summer or fourth quarter.

3. Part-time academic employees who have achieved Step B or full-time tenured or permanent-status employees who leave employment with the College and

return to part-time employment will be paid at Step B.

c. **Step C:** The following employees assigned at Step C of the part-time salary schedule shall be paid 65% of Step I on the full time faculty FTEF load factor:

1. Part-time academic employees who have been promoted to Step C.

Promotion to Step C shall be accomplished as follows:

At the completion of eighteen (18) quarters (starting Fall 2020) of part-time faculty employment with Edmonds College, (which could include quarter(s) of temporary full-time assignments), the employee shall advance to Step C.

2. Full-time tenured or permanent-status academic employees will be paid at Step D for summer or fourth quarter.

3. Part-time academic employees who have achieved Step C or full-time tenured or permanent-status employees who leave employment with the College and return to part-time employment will be paid at Step C.

d. **Step D:** The following employees assigned at Step D of the part-time salary schedule shall be paid 65% of Step J on the full time faculty FTEF load factor:

1. Part-time academic employees who have been promoted to Step D.

Promotion to Step D shall be accomplished as follows:

At the completion of twenty-seven (27) quarters (starting July 2024) of part-time faculty employment with Edmonds College, (which could include quarter(s) of temporary full-time assignments), the employee shall advance to Step D.

2. Full-time tenured or permanent-status academic employees will be paid at Step D for summer or fourth quarter.

3. Part-time academic employees who have achieved Step D or full-time tenured or permanent-status employees who leave employment with the College and return to part-time employment will be paid at Step D.

e. **Step E:** The following employees assigned at Step E of the part-time salary schedule shall be paid 65% of Step K on the full time faculty FTEF load factor:

1. Part-time academic employees who have been promoted to Step E.

Promotion to Step E shall be accomplished as follows:

At the completion of thirty-six (36) quarters (starting July 2025) of part-time faculty employment with Edmonds College, (which could include quarter(s) of temporary full-time assignments), the employee shall advance to Step E.

2. Full-time tenured or permanent-status academic employees will be paid at Step D for summer or fourth quarter.

3. Part-time academic employees who have achieved Step E or full-time tenured or permanent-status employees who leave employment with the College and return to part-time employment will be paid at Step E.

f. **Step F:** The following employees assigned at Step F of the part-time salary schedule shall be paid 65% of Step L on the full time faculty FTEF load factor:

1. Part-time academic employees who have been promoted to Step F.

Promotion to Step F shall be accomplished as follows:

At the completion of forty-five (45) quarters (starting July 2025) of part-time faculty employment with Edmonds College, (which could include quarter(s) of temporary full-time assignments), the employee shall advance to Step F.

2. Full-time tenured or permanent-status academic employees will be paid at Step D for summer or fourth quarter.

3. Part-time academic employees who have achieved Step F or full-time tenured or permanent-status employees who leave employment with the College and return to part-time employment will be paid at Step F.

d. **Moonlight Pay.** Full-time probationary or temporary faculty will progress in

accordance with the associate faculty step progression scale with a maximum of Step D. Full-time tenured and permanent-status faculty who teach classes beyond the full-time assignment, as defined in the negotiated agreement, will be placed on Step D on the part-time faculty salary schedule.

**A.2.3** Special quarterly teaching assignments at a rate higher than Step B of the part-time faculty salary schedule but less than the pro-rata rate for those on full-time quarterly appointments may be made in areas deemed appropriate by the President or his designee.

## A.3 Special Assignments

**A.3.1** Upon mutual agreement with the academic employee, the VPI may assign additional hours for such activities as program development, curriculum development, or other additional duties related to the academic employee's work assignment. The rate of pay shall be $45 per hour.

## A.4 Stipends

**A.4** The following stipends are approved beginning the effective date of this contract. Additional stipends may be agreed to by the Contract Administration Committee. A stipend shall be in lieu of hourly payment and shall constitute full payment for the work performed.

a. For associate faculty invited to attend and/or participate in specified meetings, presentations, committees, outreach events or required trainings with express commitment of compensation for doing so, a stipend shall be paid based on the length of the meeting, presentation, event or training as follows:

i. From 1/2 hours to less than 2 hours $55

ii. From 2 hours to less than 4 hours $85

iii. From 4 hours to less than 6 hours $110

iv. From 6 to 8 hours $160

b. For full-time faculty invited to attend and/or participate in specified meetings, committees, outreach events or required trainings during breaks in the academic calendar, the schedule shall apply.

## A.5 Substitute Teaching

Substitute teaching shall be compensated at $45 per hour.

## A.6.1 Special Projects

The following compensation shall apply to special student projects:

**A.6.2** Each course challenge shall be compensated at $45 per hour for a maximum of three (3) hours per challenge.

**A.6.3** Each special project (199-299) shall be compensated at $45 per hour for a maximum of five (5) hours per student project.

## A.7.1 Co-curricular Activity Stipend

Stipend activity consists of duties which are extra and separate from an academic employee's normal duties and which are exempt from tenure application.

**A.7.2** A head coach is responsible for managing the varsity sport and related activities. As assigned by the athletic director, such activities shall include, but not be limited to, recruitment, scouting, fiscal accountability, travel, and inventory.

**A.7.3** A music director is responsible for the co-curricular performances of a music group within the budget and stipulations of the College and Associated Students.

**A.7.4** The schedule for co-curricular activities for the contract year shall be determined as follows:

| **Employee** | **Quarterly Stipend Rate Per Year** |
|---|---|
| **A. Publications** | |
| Student Newspaper | $1,240 |
| Literary Magazine | $1,240 |
| **B. Music Directors** | |
| Instrumental | $1,240 |

| | |
|---|---|
| Concert Choir | $1,240 |
| Jazz Choir | $1,240 |
| Soundsations | $1,240 |
| Jazz Festival | $1,240 |

| Employee | Stipend Rate | Recruitment Stipend (Max) |
|---|---|---|
| **C. Athletics** | | |
| **1. Head Coaches** | | |
| Cross Country | $6,600 | $2,400 |
| Men's Basketball | $6,600 | $2,400 |
| Women's Volleyball | $6,600 | $2,400 |
| Men's Baseball | $6,600 | $2,400 |
| Women's Basketball | $6,600 | $2,400 |
| Men's Soccer | $6,600 | $2,400 |
| Women's Soccer | $6,600 | $2,400 |
| Softball | $6,600 | $2,400 |

Head Coaching Stipends may be set at minimal annual levels (eliminating the recruiting incentive payment) and shall be increased to:

| | |
|---|---|
| 0-3 years of service | $6,600 |
| 5 years of service | $7,200 |
| 10 years of service or more | $7,800 |

The Athletic Director may, upon approval by the Vice President for Student Engagement and Support, grant student success and retention incentives of up to $1,000 per year. These criteria shall be determined at the Athletic Director's discretion.

| 2. Assistant Coaches | | |
|---|---|---|
| Cross Country | $2,520 | |
| Men's Basketball | $2,520 | |
| Women's Volleyball | $2,520 | |
| Men's Baseball | $2,520 | |
| Women's Basketball | $2,520 | |
| Men's Soccer | $2,520 | |
| Women's Soccer | $2,520 | |
| Softball | $2,520 | |

**3.** If new sports are added during the life of this Appendix, the stipend will be negotiated through the Contract Administration Committee.

**4.** For short-term assignments, the appropriate part-time hourly rate shall apply.

**A.7.5 Special Provisions.** Nothing herein shall be construed to require the College to maintain such activities or assignments.

**A.7.6** It is understood that Section A.7.4 above is full compensation for such activities and that no additional compensation shall be required.

## A.8.1 Professional Leave Stipend

Academic employees awarded professional leave pursuant to Article VI shall be compensated at a minimum rate of 100% of the individual employee's step placement.

**A.8.2** Professional leaves may be awarded on a pro-rata basis, making possible a partial leave. Total salary during the professional leave period would be determined on a pro-rata basis between the regular full-time salary and the professional leave stipend.

**A.9** All salary increases and progression on the salary schedule are contingent upon legislative funding and/or authorization for such purpose.

## A.10 Nursing Allocation

Beginning with the 2019-20 fiscal year, the College has received a special allocation of funds specifically to address compensation and related needs for Nursing programs (House Bill 2158).

When teaching sections that are part of the LPN certificate, Full-time and Associate nursing faculty for whom a condition of employment is a BSN degree or above will receive a retention stipend in the amount equal to 25% of their base salary. This stipend is in addition to the other increases in the negotiated agreement.

Three (3) credits of release time Fall, Winter & Spring Quarters will be funded for a current nursing faculty for the coordination of simulation lab as a clinical site. Credits assigned as release time for the simulation lab shall qualify for the 25% stipend.

Remaining funds will be used for additional positions based on data and recommendations to increase the number of cohorts of nursing students. These funds will be distributed after consultation and agreement with the Contract Administrative Committee.

Should this specified funding be withdrawn or changed by the legislature, this contract provision will be renegotiated.

# APPENDIX B*: PROVISIONS FOR CORRECTIONS EDUCATION EMPLOYEES

**Special Provisions for Academic Employees Assigned to Washington State DOC Educational Programs**

**The Union may request a reopener for wages and wage related issues for Appendix B within thirty (30) contract days after the negotiations of a new contract between the SBCTC and DOC is concluded.*

The following sections have been numbered to correspond with the appropriate articles and sections of the Primary Agreement. All policies and procedures relating to Appendix B of the contract will be maintained at a centralized site.

## B.1.1 Scope of Appendix

**B.1.1** Terms and conditions of the Primary Agreement apply except as specifically noted in the Primary Agreement OR set out below as separate terms and conditions of employment.

## B.2.5.3 Personnel Action Forms

The College shall provide such contracts to each full-time academic employee by May 15th prior to the ensuing academic year of assignment provided that, in the event an interagency agreement has not been reached between the College and the DOC, individual contracts shall be issued no later than ten (10) calendar days after contract renewal with the DOC. Full-time academic employees on leave must be notified by certified mail. Each individual employee who intends to return or commence employment in their respective tenured or probationary appointment shall so notify the College by signing the individual contract and returning it no later than fifteen (15) calendar days after its receipt.

## B.2.12.1 Faculty Development

Upon mutual agreement between academic employees and the College, the College shall prioritize on providing individual faculty development opportunities, consistent with fiscal and budgeting limitations. Faculty development money may be aggregated over two (2) years.

## B.3.2 Safe Work Environment

Consistent with Labor and Industries (L&I) safety standards and reporting guidelines Edmonds Corrections faculty shall follow main campus safety and health reporting practices.

**B.3.2.1** Instructors may take reasonable comfort breaks. Correctional officers or staff members shall cover classes as needed.

**B.3.2.2 Inclement Weather Closures.** Decisions regarding school closures will be made with input from the Monroe School District and DOC Lieutenants.

## Permanent Status, Reduction in Force and Dismissal for Cause

### B.4.1.1 Permanent Status

The purpose of permanent status is to protect academic employee employment rights and academic employee involvement in establishing and protecting these rights~~,~~ and to define a reasonable and orderly process for the appointment of academic employees to permanent status and for the non-renewal of probationary academic employees.

**B.4.1.2 Definitions**. As used in the following sections, the following terms and definitions shall mean:

a. "**Appointing authority**" shall mean the Board of Trustees of Community College District 23.

b. "**Permanent status**" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.

c. "**Faculty appointment**" shall mean full-time employment as a teacher, counselor, librarian, or other positions for which the training, experience, and responsibilities are comparable as determined by the appointing authority, except administrative appointments and except special faculty appointments as permitted by applicable law. Faculty appointment shall also mean division heads and administrators to the extent that such division heads or administrators have had or do have status as a teacher, counselor, or librarian.

d. "**Probationary faculty appointment**" shall mean a faculty appointment for a designated period of time which may be terminated without cause upon expiration of the probationer's term of employment.

e. "**Probationer**" shall mean any individual holding a probationary faculty appointment.

f. "**Administrative appointment**" shall mean employment in a specific administrative position as determined by the Appointing Authority.

g. "**Regular college year**" shall mean that period of time extending from the beginning of the Fall quarter through the end of the following Spring quarter. Such definition shall include any Summer quarter worked in lieu of a Fall, Winter, or Spring Quarter.

h. "**President**" shall mean the President of Community College District 23 or designee.

i. "**Appointment Review Committee (ARC)**" shall mean an ad hoc committee composed of the probationer's faculty peers, and a member of the administrative staff of the College, provided that a majority of the committee shall consist of the probationer's faculty peers.

j. "**Non-renewal**" shall mean the decision of the Board of Trustees not to renew the contract of a probationary faculty member for the succeeding academic year.

k. "**Full-time**" shall mean assignment to a full load during each regular college year.

l. **"Faculty peer**" shall mean an individual holding a tenured or permanent faculty appointment.

m. "**Teaching faculty**" as used herein shall mean the same as faculty appointment.

n. "**Academic employee**" shall mean a faculty job type set forth in Section 2.4.

o. "**Tenure**" shall mean a faculty appointment for an indefinite period of time which may be revoked only for adequate cause and by due process.

## B.4.2.1 College Appointment Review Committee

Each probationer shall have a three-member ARC within thirty (30) contract days of hire. ARCs shall serve as ad hoc committees until such time as the probationer is either granted permanent status or the employment in a probationary faculty appointment is terminated.

### B.4.2.2 Appointments to the Committee

a. The administrative representative on the committee shall be appointed by the President

or designee.

b. The probationer shall appoint one (1) permanent status or tenured academic employee to serve on the ARC.

c. The Federation shall appoint one (1) permanent status or tenured academic employee to serve on the ARC.

d. Of the two (2) academic employees on the ARC, one (1)
should be in the probationer's academic discipline or field of specialization if reasonably possible.

**B.4.2.5 Vacancies and Replacements.** If a vacancy occurs upon any Appointment Review Committee in an academic employee position, the Federation shall appoint a replacement. If a vacancy occurs in the administrative position, a replacement shall be appointed by the President or designee.

**B.4.2.6 Duties and Responsibilities.** The general duty and responsibility of the Appointment Review Committees shall be to evaluate the probationers, to advise them of their strengths and weaknesses, and to develop with them programs to overcome their deficiencies. The evaluation process shall place primary importance upon the probationer's effectiveness in the appointment. The ARC shall be responsible for making a recommendation in accordance with Section B.4.2.11 and B.4.3.2 as to whether the probationer shall be granted permanent status, be given an additional probationary year, or be terminated by the non-renewal of their probationary status.

**B.4.2.7 Duties of the Chairperson.** The committee chair responsibilities include:

a. Convene meetings.

b. Prepare correspondence and reports, including final materials to be submitted to the Board of Trustees.

c. Maintain minutes and records of the meetings.

d. Assign appropriate responsibilities to committee members.

e. Provide copies of the evaluation materials to the immediate administrator.

**B.4.2.8 Operating Procedures.** The President or designee shall call the first meeting of an ARC within forty (40) contract days of the first day of the first *full* probationary quarter. A chairperson shall be elected by the committee at its first meeting. All meetings of an ARC after

the first shall take place upon the call of the Chairperson. The ARC may meet with or without the probationer. The committee shall determine whether the probationer's presence is necessary or advisable; in any event, the committee shall meet with the probationer at least once per quarter.

**B.4.2.9 Evaluation Process.** The evaluative process employed by each Appointment Review Committee shall include the stipulations outlined below:

a. The first order of business for each ARC shall be to establish, in consultation with the probationer, the procedures it will follow in evaluating the performance and professional competence of the probationer assigned thereto.

b. Criteria to be used in the evaluation shall be limited to professional skills, knowledge of subject matter, general College service, and faculty-staff relationships, and responsibilities set out in the position description.

c. All evaluative judgments shall be written in narrative report form.

d. The committee shall include first-hand observations of the probationer's performance in the position.

e. The evaluation process shall also include annual self-evaluation by the probationer using guidelines established by the committee.

f. Probationary faculty with teaching assignments must include student evaluations as part of the process. Student evaluation instruments for probationary instructors shall be the same as those used by other division faculty. Student evaluations shall be administered in at least four quarters within the first six quarters, and once in the seventh quarter of the probationary period.

g. Evaluation by Immediate Supervisor. The immediate supervisor shall conduct a separate evaluation and share those portions with the committee which relate to the criteria specified in Subsection b. above. The supervisor is not required to disclose information to the committee related to disciplinary actions.

**B.4.2.10 Deficiencies.** When deficiencies in the performance of a probationer have been noted by an ARC, the following steps should be taken by the committee:

a. Areas of deficiency should be put in writing and discussed at a conference with the probationer.

b. The ARC should develop with the probationer a written plan to improve these deficient areas.

c. Conferences should follow step (b) above to provide for follow-up evaluations as well as plan revisions to help the probationer improve.

**B.4.2.11** Each ARC, as a result of its ongoing evaluation of the probationer, shall periodically advise the probationer, in writing, of the progress during the probationary period and receive the probationer's written acknowledgment thereof. The following written reports will be rendered to the probationer, the President, the VPI and the personnel file on or before times specified during each contract year or within fifteen (15) calendar days of the President's request for them; except that the recommendation for tenure or continued probationary status shall not be required when the committee in an earlier report has recommended non-renewal.

a. **Appointment Review Process Timeline**. For the purpose of counting quarters in Section B.4.2.1 through B.4.4 the first quarter shall be the first *full* quarter of employment in a probationary contract.

b. **First Report.** A written report is due by the end of the first probationary quarter outlining the activities and progress of the committee.

c. **Subsequent Reports**

1. A written evaluation of the probationer's performance and progress, including the degree to which the probationer has overcome stated deficiencies, is due on or before the mid-point of the second, fifth, and eighth probationary quarters.

If the DOC's training program makes it difficult for the committee to submit an evaluation by the mid-point of the second quarter, an extension to a date later in that quarter will be granted by the VPI upon receipt of the committee's request for such an extension.

2. A written recommendation regarding the renewal or non-renewal of the probationer's contract for the ensuing regular college year, on or before March 1st, or

3. A written recommendation for granting or denying permanent status with accompanying supporting materials or continued probationary status, on or before the mid point of the eighth probationary quarter.

d. **Other Materials to the Personnel Files**

1. The committee may send other information to the probationary employee's personnel file so long as the notification provisions in Section 2.9.2 are met.

2. After the employee is granted or denied permanent status, the Human Resources Office will maintain the documentation reports from the appointment review process for at least three (3) years.

**B.4.2.12 Grievability**

a. **Board of Trustees Decisions**. The authority to grant or deny tenure or permanent status is vested with the Board of Trustees. Any and all decisions relating to the awarding or withholding of tenure/permanent status or the renewal or non-renewal of individual contracts of probationary academic employees shall not be subject to the grievance process.

b. **Committee Processes**. Though the ARC's recommendations are not grievable, failure of the committee to adhere to the processes laid out in this article may be addressed through the grievance process. Grievances related to renewal or non-renewal of probationary contracts must be filed on or before April 15th. Grievances related to the processes prior to awarding of tenure or permanent status must be filed before the date of the first consideration by the Board of Trustees.

## B.4.3.1 Award of Permanent Status

The Appointing Authority shall provide for the award of permanent status following a probationary period not to exceed nine (9) consecutive regular college quarters excluding approved leaves of absence. Prior instructional experience may be considered in advancing the appointment review process. Provided, the appointing authority may award or withhold permanent status at any time, after it has given reasonable consideration to the recommendations of the appropriate review committee. The probationer shall be deemed to have been awarded permanent status if no official notice is sent to the probationer by the last day of the eighth probationary quarter.

**B.4.3.2 Extension of Probationary Period.** 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 (1), two (2), or three (3) 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 satisfactorily complete a professional improvement plan already in progress and on 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 permanent status unless the probationary faculty member has, in the judgment of the committee, failed to complete the professional improvement plan satisfactorily.

## B.4.4 Rights and Reasonable Expectations of the Probationer

The probationer may expect to be acquainted with the evaluation criteria and any evaluation instruments prior to their use; the probationer may also expect a written response from the committee to requests or concerns for which the probationer makes a written statement or request to the committee; the probationer may also expect classroom visitations to be scheduled in advance. Although the probationer may assist with the preparation of accompanying material to be sent to the Board of Trustees, it is the responsibility of the committee to prepare the formal reports and determine what materials will accompany those reports.

## B.4.5.1 Dismissal for Reduction in Force (RIF)

Reduction in force is deemed to constitute sufficient or adequate cause for dismissal/termination of permanent faculty members or probationary faculty employees prior to the written term of their individual appointment. RIF shall include, but not be limited to, any of the following grounds:

a. Lack of funds.

b. Inadequate enrollment.

c. Reduction or termination of the interagency agreement with Department of Corrections.

d. Changes in educational policy and/or goals.

**B.4.5.2** The Contract Administration Committee (CAC) shall maintain an updated RIF list reflecting new hires and changes in work assignments of each individual academic employee. Such list shall rank each full-time employee in the appropriate unit in accordance with the

seniority procedures defined herein. The RIF list shall be promulgated by November 15th.

**B.4.5.3** In applying the above, employees will be placed in the unit which reflects their unit of original hire with appropriate seniority from the date of such assignment. In the event of a transfer in assignment, either voluntary or involuntary, the employee shall at the time of transfer have the choice of retaining previous seniority and assignment to the RIF unit reflecting original hire or to be assigned to the new RIF unit with seniority accruing effective the date of transfer to the new assignment. Such choice, once made, may not be revoked.

**B.4.5.4 Dispute Resolution.** Any dispute regarding a RIF unit assignment shall be submitted to expedited arbitration utilizing the American Arbitration Association.

**B.4.5.5 RIF Units.** The following units shall serve as RIF units for academic employees.

Associates of Technical Arts
Business Management
Construction Trades Apprenticeship Preparation Track
Computer Information Systems
Web Developer Application Certificate
GED/Adult Basic Skills
English as Second Language (ESL)
High School 21+
Pre-College English
Pre-College Math
Small Business Management Certificate

**B.4.5.6** If new programs are added during the term of this Agreement, the Contract Administration Committee (CAC) shall determine whether they are to be separate units or combined with existing units.

**B.4.5.7 Seniority.** Seniority shall be determined by establishing the date of the signing of the first full-time contract for continuous full-time professional services for Community College District 23. Continuous service shall include leaves of absence, educational leaves, and periods of layoffs. The longest term of employment as thus established shall be considered the highest level of seniority. In instances where academic employees have the same beginning date of full-time professional service, seniority shall be determined in the following order:

a. First date of signature of a full-time probationary employment contract.

b. First date of application for employment on the signature line of the College application form. In the case of individuals who choose to submit an application form from a prior recruitment, the date on the cover letter or letter of application for the position into which they were appointed shall be considered to be the official date of application.

**B.4.5.8** When an employee leaves the bargaining unit to permanently accept a position with the College for which the Federation is not the bargaining agent, seniority shall cease to accrue after three (3) years. If the employee later returns to the bargaining unit, seniority shall again accrue and all previous seniority shall be recognized.

**B.4.5.9 Implementation of Reduction in Force.** Within each affected RIF unit, the President shall observe the following order of layoff:

a. First: Associate academic employees without assurance of employment.

b. Second: Associate academic employees with assurance of employment.

c. Third: Associate academic employees with affiliate status.

d. Fourth: Temporary full-time academic employees in order of least seniority.

e. Fifth: Full-time probationary employees in order of least seniority.

f. Sixth: Full-time permanent status employees in order of least seniority.

**B.4.5.10** The above order and/or application of seniority may be interrupted in the event that:

a. Strict adherence to it would result in no qualified individual being available to fully perform the duties of the core courses of the program.

b. Strict adherence to it would cause a regression in the progress of the College toward its Affirmative Action goals.

## B.4.6.1 Formal RIF Dismissal Procedure

After determining that RIF dismissal proceedings should be initiated, the College President shall serve written notice of the cause(s) to the affected employee, and provide copies to the

Federation President. The College's President notice shall include:

a. A statement of the grounds for the reduction in force as delineated in Section B 4.7.1.

b. A statement that the separation is not due to job performance of the employee.

c. The basis for selection of the affected employee.

d. The anticipated effective date of separation from service.

**B.4.6.2** Employees who wish to contest the RIF dismissal shall do so through the grievance and arbitration procedures set forth in Article X.

## B.4.7 Recall Rights of RIF'd Academic Employees

The Contract Administration Committee shall create and maintain recall lists for each affected RIF unit with the College. The names of those academic employees shall be placed on the appropriate recall lists according to seniority. Recall in each RIF unit shall be determined in order of reverse seniority; those qualified academic employees at the highest levels of seniority shall be the first considered for recall. The right of recall shall extend three (3) calendar years from the date of actual separation. No new hires shall be permitted to fill academic employee vacancies in the RIF unit unless there are no qualified or available academic employees on the recall lists to fill the vacancies. The name of any academic employee refusing a recall offer to a full-time assignment shall be removed from the recall list, and said academic employee will no longer be considered eligible for recall. It is the responsibility of those academic employees desiring recall to furnish the College with the appropriate addresses to which notices and other pertinent recall information can be sent. Upon recall, academic employees shall retain all benefits such as sick leave, permanent status, and salary schedule placement that had accrued up to the date of separation.

Notice of Recall shall be sent by certified mail.

**B.4.8 Non-Renewal Excluded.** Nothing in this Article shall be construed to affect the decision and right of the Board of Trustees not to renew a probationary academic employee appointment without cause.

## B.5.1 Dismissal for Cause of an Academic Employee

Dismissal of permanent status faculty and the dismissal of temporary or probationary faculty

during the term of their appointments shall be governed by Sections B.5.2 through B.5.8.

**B.5.2 Sufficient Cause for Dismissal**

A permanent status faculty member shall not be dismissed from there appointment except for sufficient cause, nor shall a faculty member who holds a temporary or probationary appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Sufficient cause may include, but is not limited to:

a. Demonstrated incompetence in their professional assignment.

b. Neglect of duty.

c. Failure to follow legitimate supervisory directives, including DOC's policies, procedures, and/or regulations.

d. Diagnosed physical or mental condition for which a reasonable accommodation cannot be found.

e. Conviction of any unlawful act that affects the reputation or normal operation of the College.

**B.5.3 Preliminary Proceedings Relating to Dismissal**

When reason arises to question the fitness of a permanent status, temporary, or probationary academic employee, the initial step shall be for the VPI to discuss the matter with them in a personal conference. Notification of the conference shall include notice that the individual has a right to have a Federation representative present. The matter may be terminated by mutual consent at this point, but if an adjustment does not result, the case shall be referred to the President.

**B.5.4 Formal Dismissal Procedure**

After determining dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected academic employee, and provide copies to the Federation grievance officer. The notice shall include:

a. A statement of the time, place and nature of a pre-dismissal hearing with the President to be scheduled with at least ten (10) contract days of notice. The academic employee shall have the right to be accompanied by a Federation representative at any meeting

held.

b. Written notice of the charges.

c. A reference to the particular rules of the College or DOC that are involved.

d. An explanation of evidence supporting the charges.

e. An opportunity either in person or in writing (or both) to present reasons why disciplinary action should not be taken. The option to provide a written response to the charges to be submitted to the College President no later than the time and date scheduled for the hearing.

f. The anticipated effective date of separation from service.

**B.5.5 Response to Dismissal Notice**
The affected employee shall have ten (10) contract days from the date of service of the Notice of Dismissal to make a written response to the President indicating their intention of participating in the pre-dismissal hearing or of submitting a written response.

**B.5.6 Failure to Respond**
If the employee fails to respond to the Notice of Dismissal within ten (10) contract days, such failure shall constitute acceptance of dismissal and waiver of any rights to a hearing.

**B.5.7 President's Response**
Within a reasonable period of time, not to exceed thirty (30) contract days following the date of the pre-dismissal hearing, the President shall provide a written response and determination based on all evidence in the matter. The President's response shall indicate the effective date of any action(s) specified in the determination.

**B.5.8 Appeal from Dismissal Determination**
Employees who wish to contest the dismissal shall do so through the grievance and arbitration procedures set forth in Article X.

## B.6.13.1 Sick Leave

Sick leave shall accrue for DOC CORE Training.

## Calendar and Workload

### B.7.1.1 Contract Year

An academic year or contract year for a full-time academic employee shall be three (3) instructional quarters or equivalent and an assigned annual contract length consistent with Appendix A.

**B.7.1.6** Each academic quarter, except Summer quarter, shall contain one (1) day for preparation, grading, or staff development which shall include but not be limited to conferences, site visits, research, division meetings, and other professional activities. (The Fall quarter day shall be incorporated into the scheduled days prior to the beginning of classes). After discussion with the division administrator, the Corrections academic employees shall designate two (2) such non-instructional days as faculty-directed.

### B.7.3.2 Instructor Professional Assignment

The assignment for an instructor is to provide individual and group instruction to students, evaluate student work, assign grades, and develop appropriate course material. Full-time faculty are also expected to participate in student advising, program and curriculum development, department and division responsibilities, appropriate college in-service activities, personal and program evaluation, committee or council assignments, and other professional duties relating to the assignment.

### B.7.4.3 Part-Time Assignment

The assignment for associate faculty is to provide individual and group instruction to students, evaluate student work, assign grades, and develop appropriate course materials. The assignment is computed on a quarterly basis. Consultation with students will be an expectation of employment for all associate faculty.

### B.7.4.4 Preparation Time

Each fall, winter and spring quarter, three non-instructional days will be held for faculty prep/grade time. All Full-Time and thirty (30) hour Associate Faculty will be paid at the instructional rate for six (6) hours. Faculty who teach less than thirty (30) hours a week will receive three (3) hours of paid prep time. Dates will be selected quarterly by the Associate Dean, and faculty are required to be on-site for non-instructional days unless otherwise agreed upon by the supervisor.

For summer quarter, one (1) non-instructional day will be held on the last day of the quarter for grade entry.

### B.7.5 Professional Work Load Guide

Quarterly FTEF calculation and instructional modes (see Sections 7.5.1-7.5.9 in Article VII) shall not be applicable to academic employees assigned to Correctional programs. Actual assignments will be made according to departmental needs within the guidelines of the interagency agreement with the DOC.

### B.7.9.3 Class Capacities.

Class capacities may be adjusted after discussion with the dean and Academic Advisory Committee (AAC) and in accordance with DOC policies and procedures.

### B.7.9.4 Stipends for Lockdowns

The following stipends will be paid to faculty who are barred from leaving the facilities due to a lockdown.

The stipend shall be paid based on the length of the lockdown as follows:

i. From 1/2 hours to less than 2 hours $55

ii. From 2 hours to less than 4 hours $85

iii. From 4 hours to less than 6 hours $110

iv. From 6 to 8 hours $160

Faculty may only receive a maximum of $366 per academic year in stipends for lockdowns.

## Academic Governance

**B.8.2 Key Documents** The college shall maintain copies of the following key documents and provide copies to the MCAC upon request:

a. The most recent "Interagency Agreement between the Washington State DOC and the Washington SBCTC."
b. The most current Correctional Education Grant "Assurances" documents, as maintained by SBCTC's Online Grant Management System (OGMS).
c. Any other contracts, agreements, or key documents that affect or are incorporated by reference to Appendix B of this Primary Agreement.

## B.9.4 Monroe Contract Administration Committee

A Monroe Contract Administration Committee (MCAC), consisting of one (1) employee from each unit appointed by the Federation President the appropriate corrections education director and at least one (1) other district administrator, shall meet monthly or on an as-needed basis to discuss issues and resolve problems which may arise in the Corrections Education Programs including calendar and other issues relating to the contract between Edmonds College and the DOC. To the extent possible, faculty representation should reflect vocational and academic faculty, a maximum of six (6) faculty per meeting. Meetings of the Monroe Contract Administration Committee shall be during normal working hours and shall result in no loss of pay for participants. Faculty will have an opportunity to meet with the Union President.

**Full-Time and Part-Time Salary Information - See Appendix A.**

NOTE:

1. Corrections faculty will be paid at the 30-hour (lab) mode for summer quarter.

2. Faculty teaching summer quarter may apply for compensatory time or an hourly rate of pay when DOC policies and procedures prevent faculty from leaving campus.

# APPENDIX C

**Special Provisions for Community Service and Continuing Education Programs**

## C.1.1 Community Services Classes

By mutual agreement between the employee and the College, compensation for instructing community service classes will be as follows: (1) no less than $45 per contact hour or (2) be compensated with 50% of the actual student fees collected instead of the normal hourly rate. The decision as to which method will be used must be agreed to prior to the first class session.

**C.1.2** Assigned non-instructional hours shall be paid at no less than the $45 per contact hour rate.

## C.2 Self-Support Credit-Generating Classes

Employees who teach credit-generating classes run on a "self-support" or contractual basis shall receive at least the same pay as if the class were a state-supported class.

## C.3 Customized Training

Special training courses customized for outside contractors will be paid according to the terms of that contract provided that the compensation is no less than $45 per hour or whatever minimum exists for a comparable course.

## C.4 Dispute Resolution for Appendix C Programs

Disputes regarding this Appendix shall be handled in accordance with Article X.

## C.5 Reopener.

The Federation reserves the right to reopen this Appendix with respect to salary increases at the same time Appendix A is open. Such negotiations shall be conducted consistent with RCW 28B.52 or any subsequent legislation.

# APPENDIX D

## ANNUAL FULL-TIME FACULTY PLANNING FORM

All full-time faculty, including full-time temporary and probationers, shall complete and submit an Annual Full-Time Faculty Planning Form and meet with their dean to discuss its contents by the end of the fourth week of fall quarter each year.

---

Faculty:_____ Division: _____

Faculty Signature:_____ Date: _____

Dean Signature:_____ Date: _____

| | |
|---|---|
| 1. List the College committees and collaborative work you completed during the last academic year. You may include task force, council, and other collaborative work on behalf of the College. | |
| 2. List the College committees and collaborative work you have planned for this academic year. You may include task force, council, and other collaborative work on behalf of the College. | |
| 3. List the DEI and antiracism sessions or trainings you participated in during the last academic year. How did you incorporate this work into your teaching? | |
| 4. List the professional development activities and funds you used during the last academic year. How did you incorporate these professional | |

| | |
|---|---|
| development activities in your teaching? | |
| 5.List the professional development activities you have planned for this academic year. Include any DEI, antiracism-focused, accessibility, or regular and substantive interaction (RSI)[1] activities you have planned. | |
| 6. List any other activities you have planned for this academic year, including community outreach, curriculum development, K-12 partnerships, and other college-related projects (if applicable). | |
| 7. How do you plan to enhance student engagement? | |
| 8. What else would you like to share about your work at the college (if applicable)? | |

[1] Based upon Department of Education regulations, regular and substantive interaction (RSI) is defined as engaging students in teaching, learning and assessment consistent with the subject matter under discussion which includes at least two of the following areas: (1) Providing direct instruction; (2) Assessing or providing feedback on a student's coursework; (3) Providing information or responding to questions about the content of a course or competency; (4) Facilitating a group discussion regarding the content of a course or competency; or (5) Other instructional activities approved by the institution's or program's accrediting agency.

# APPENDIX E

# DEPARTMENT HEAD REASSIGNED TIME

**(See Section 9.3.7)**

## E.1 Department Head Reassign Time

| 2024-26 Department Head Reassigned Time | | | |
|---|---|---|---|
| **Division** | **Department** | **24-26 Assignments FTEF*** | **Division Total** |
| **Academic English & International Education** | AENGL | 0.333 | |
| | ELA | 0.666 | |
| | HTESL | 0.000 | |
| **Total for Academic English & International Education** | | | **0.999** |
| **Humanities & Social Sciences** | Anthropology | 0.111 | |
| | Art | 0.222 | |
| | CCS | 0.000 | |
| | Communication Studies | 0.111 | |
| | English (incl. Humanities, Journalism, & Drama) | 0.666 | |
| | History | 0.111 | |
| | Modern Languages | 0.222 | |
| | Music | 0.333 | |
| | Philosophy | 0.111 | |

| | | | |
|---|---|---|---|
| | Political Science (incl. Geography and Int'l Studies) | 0.222 | |
| | Psychology | 0.333 | |
| | Sociology (incl. Diversity Studies) | 0.111 | |
| | Visual Communications | 0.222 | |
| **Total for Humanities & Social Sciences** | | | **2.775** |
| **Science Technology, Engineering, & Math** | AMMET | 0.222 | |
| | Biology (incl. Nutrition) | 0.333 | |
| | CCS | 0.000 | |
| | Chemistry | 0.222 | |
| | CS | 0.367 | |
| | Engineering | 0.222 | |
| | Environmental Science | 0.111 | |
| | ETEC | 0.222 | |
| | Math | 0.666 | |
| | Physics (incl. Astronomy) | 0.222 | |
| | Robotics and AI | 0.222 | |
| **Total for Science Technology, Engineering, & Math** | | | **2.809** |
| **Health & Human Services** | AHE | 0.400 | |
| | CYFS | 0.222 | |

| | | | |
|---|---|---|---|
| | ECE | 0.333 | |
| | FLED | 0.333 | |
| | Integrated Healthcare Management | 0.222 | |
| | Paralegal | 0.333 | |
| | Nursing | 0.200 | |
| | PE | 0.133 | |
| | SHS | 0.333 | |
| **Total for Health & Human Services** | | | **2.509** |
| **Business & Continuing Education** | Accounting (incl. Business) | 0.333 | |
| | BSTEC | 0.333 | |
| | CIS | 0.267 | |
| | CLART | 0.222 | |
| | Construction | 0.200 | |
| | Economics | 0.111 | |
| | Horticulture | 0.200 | |
| | Hospitality & Event Planning | 0.200 | |
| | ITAD | 0.222 | |
| | Job Development | 0.000 | |
| | Management | 0.333 | |
| **Total for Business & Continuing Education** | | | **2.421** |
| **Pre-College Education** | ENGLP | 0.333 | |
| | High School | 0.333 | |

| | | | |
|---|---|---|---|
| | Completion | | |
| | PREP | 0.333 | |
| **Total for Pre-College Education** | | | **0.999** |
| Grand Total | | 12.512 | |
| Notes:<br>Reassigned time will be reviewed annually and adjusted as needed to meet the 12.512 allocation. | | | |

## E.2 Department Head Reassign Time

**E.2.1 Summer Quarter.** Department heads may be eligible for special assignment pay to perform department head duties over the summer. Department heads will work with their deans to estimate the total number of hours they may need to meet their duties over the summer quarter and request them from the Vice President for Instruction's Office. Department heads will record their time and effort using the Department Head Work Log Form. Additional compensation may be available for department heads if needed.

**E2.2 Work Between Quarters.** Between quarters department heads may request no more than ten (10) hours, which must be approved in advance by the dean. Department heads will record their time and effort using the Department Head Work Log Form.