

AGREEMENT

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

and

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

**SEATTLE COMMUNITY COLLEGES
FEDERATION OF TEACHERS
Local 1789**

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**AFT, AFT WA, AFL-CIO
July 1, 2007 – June 30, 2010**

TABLE OF CONTENTS

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BOARD OF TRUSTEES
and
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Local 1789
American Federation of Teachers
American Federation of Teachers Washington
AFL-CIO
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| | <u>Page</u> |
|---|-------------|
| PREAMBLE | 1 |
| ARTICLE 1 - RECOGNITION | 2 |
| ARTICLE 2 - UNION RIGHTS | 2 |
| 2.1 Agency Shop..... | 2 |
| 2.2 Non-Discrimination..... | 2 |
| 2.3 Vacancies and Employee Changes..... | 2 |
| 2.4 Quarterly Roster..... | 3 |
| 2.5 Quarterly Instructional Activity Report..... | 3 |
| 2.6 Copies of Board Materials..... | 3 |
| 2.7 Use of College Bulletin Boards and Facilities..... | 3 |
| 2.8 Use of Internal Communication Systems..... | 3 |
| 2.9 Distribution of This Agreement..... | 3 |
| 2.10 Released Time..... | 3 |
| 2.11 Office Space..... | 4 |
| 2.12 Secretarial Services..... | 4 |
| ARTICLE 3 - DISTRICT/SCCFT RELATIONS | 4 |
| ARTICLE 4 - SALARY AND RATES OF PAY | 5 |
| 4.1 Definitions..... | 5 |
| 4.2 Faculty Appointments..... | 5 |
| 4.3 Full-Time Non-Tenure-Track Faculty Appointments..... | 6 |
| 4.4 Initial Placement..... | 8 |
| 4.5 Movement on the Salary Schedule..... | 8 |
| 4.6 Faculty Program Coordinators..... | 8 |
| 4.7 Summer School..... | 9 |
| ARTICLE 5 -- FRINGE BENEFITS | 10 |
| 5.1 Definitions and Eligibility..... | 10 |
| 5.2 Leave for Illness, Injury, Bereavement and Emergency..... | 10 |
| 5.3 Attendance Incentive Program..... | 12 |
| 5.4 Personal Leave..... | 13 |
| 5.5 Jury Duty Leave..... | 14 |
| 5.6 Government Service Leave..... | 14 |
| 5.7 Accident Leave..... | 14 |
| 5.8 Parental and Family Leave..... | 14 |
| 5.9 Leave of Absence Without Pay..... | 15 |
| 5.10 Professional Leaves..... | 16 |
| 5.11 Replacements for Personnel on Leave..... | 18 |
| 5.12 Status Upon Return From Leave..... | 18 |
| 5.13 Insurance Programs..... | 18 |
| 5.14 Parking..... | 19 |
| 5.15 Retirement Program Options..... | 19 |
| 5.16 Special Retirement Privileges..... | 20 |
| ARTICLE 6 - PERSONNEL POLICIES | 21 |
| 6.1 Personnel Files..... | 21 |
| 6.2 Complaints..... | 22 |

| | |
|---|-----------|
| 6.3 Discipline..... | 23 |
| 6.4 Health and Safety | 23 |
| 6.5 Selection of Faculty..... | 24 |
| 6.6 Affirmative Action | 26 |
| 6.7 Peer Observers | 26 |
| 6.8 Professional Obligations | 27 |
| 6.9 Academic Freedom and Faculty Rights | 28 |
| 6.10 Evaluation of Faculty and Programs | 29 |
| 6.11 Selection of Unit Administrator..... | 30 |
| 6.12 Faculty Identification Cards..... | 32 |
| ARTICLE 7 - TENURE PROVISIONS | 32 |
| 7.1 Definitions | 32 |
| 7.2 Tenure Review Committee Selection..... | 33 |
| 7.3 Functions of Tenure Review Committees | 34 |
| 7.4 Evaluation of a Probationer..... | 34 |
| 7.5 Tenure Review Committee Reports..... | 35 |
| 7.6 Other Considerations | 37 |
| 7.7 Exclusion From the Grievance Procedure | 37 |
| ARTICLE 8 – DISMISSAL | 37 |
| 8.1 Reasons for Dismissal | 37 |
| 8.2 Dismissal Proceedings..... | 38 |
| 8.3 Preliminary Proceeding..... | 39 |
| 8.4 Dismissal Proceedings - Formal Hearing..... | 39 |
| 8.5 Dismissal Proceedings - Reduction-in-Force | 40 |
| 8.6 Exclusion From Grievance Procedure | 41 |
| ARTICLE 9 – SENIORITY | 41 |
| 9.1 Seniority List | 41 |
| 9.2 Seniority | 41 |
| 9.3 Retention of Seniority..... | 42 |
| 9.4 Records..... | 42 |
| ARTICLE 10 - PROVISIONS - PART-TIME FACULTY | 42 |
| 10.1 District Publications..... | 42 |
| 10.2 Released Time for Professional Activities..... | 42 |
| 10.3 Vocational First Aid Courses..... | 42 |
| 10.4 Compensation for Canceled Classes..... | 42 |
| 10.5 Awards | 42 |
| 10.6 Special-Case, Two-Quarter Contracts | 42 |
| 10.7 Priority Hiring List..... | 43 |
| 10.8 Anonymous Student Evaluations | 45 |
| 10.9 Availability for Student Consultation..... | 45 |
| ARTICLE 11 - OPERATIONAL POLICIES | 45 |
| 11.1 Instructional Year | 45 |
| 11.2 Instructional Day | 46 |
| 11.3 Weekly Workload | 47 |
| 11.4 Office Hours | 48 |
| 11.5 Travel Reimbursement..... | 48 |
| 11.6 Course Cancellation..... | 48 |
| ARTICLE 12 - POLICY DEVELOPMENT/IMPLEMENTATION | 49 |
| 12.1 General | 49 |

| | |
|---|-----------|
| 12.2 District and Campus Joint Committees..... | 50 |
| 12.3 Budget Development | 51 |
| 12.4 Performing Arts | 51 |
| 12.5 Hold Harmless Clause | 52 |
| ARTICLE 13 - CURRICULUM DEVELOPMENT..... | 52 |
| 13.1 Curriculum Approval/Review Process..... | 52 |
| 13.2 Curriculum Projects..... | 52 |
| 13.3 Award of Curriculum Grants..... | 52 |
| 13.4 Ownership of Instructional Materials | 53 |
| ARTICLE 14 - PROFESSIONAL DEVELOPMENT..... | 53 |
| 14.1 Faculty Development Program | 53 |
| 14.2 District Faculty Development Program Coordinator..... | 54 |
| 14.3 Tuition Waivers | 55 |
| 14.4 Certification Requirements..... | 55 |
| 14.5 Released Time for Professional Activities..... | 55 |
| ARTICLE 15 - GRIEVANCE PROCEDURE | 55 |
| 15.1 Purpose of Procedure and Definition of Grievance..... | 55 |
| 15.2 Consolidation of Grievances | 56 |
| 15.3 Individual Filing | 56 |
| 15.4 Timeliness and Requests for Information | 56 |
| 15.5 Failure to File an Answer | 57 |
| 15.6 Filing to be at Lowest Possible Level..... | 57 |
| 15.7 Levels of the Grievance Procedure..... | 57 |
| 15.8 Arbitration..... | 58 |
| 15.9 Grievance Meetings and Arbitration Hearings | 58 |
| 15.10 Retroactivity | 58 |
| 15.11 Fees and Expenses of the Arbitrator..... | 58 |
| 15.12 Protection of Participants in Procedure..... | 59 |
| ARTICLE 16 - AGREEMENT CONDITIONS AND DURATION | 59 |
| 16.1 Supersession | 59 |
| 16.2 Completeness of Agreement | 59 |
| 16.3 Savings Clause | 59 |
| 16.4 Issuance of Contracts | 59 |
| 16.5 Protection of Individual Rights..... | 59 |
| 16.6 Previous Practice Provision | 59 |
| 16.7 District Rights | 60 |
| 16.8 Incorporation of Appendices | 60 |
| 16.9 Waiver..... | 60 |
| 16.10 Reopeners | 60 |
| 16.11 Bargaining on a Successor Agreement..... | 60 |
| 16.12 Duration | 61 |
| APPENDIX A – FACULTY SALARY PROVISIONS | 62 |
| A.1 Full-Time Faculty Salary Schedule Annual Amount | 62 |
| A.2 Initial Placement | 63 |
| A.3 Advancement | 63 |
| A.4 Integration with Legislative Funding | 64 |
| A.5 Increment Eligibility Activities..... | 64 |
| A.6 Peer Observation Stipend..... | 65 |
| APPENDIX B – PART-TIME SALARY PROVISIONS..... | 66 |

| | | | |
|---|-----------|--|------------|
| B.1 Part-time Faculty Salary Schedule | 66 | H.4 Salary Placement of Intensive English Faculty Members..... | 90 |
| B.2 Advancement..... | 66 | H.5 Contract..... | 90 |
| B.3 Integration with Legislative Funding | 67 | H.6 Salary Schedules, Placement and Advancement..... | 92 |
| B.4 Equity Movement..... | 67 | H.7 Fringe Benefits | 94 |
| B.5 Increment Eligibility..... | 68 | H.8 Curtailment or Termination of Intensive English Programs | 94 |
| B.6 Additional Part-time Pay Stipulations | 68 | H.9 Faculty Evaluation | 94 |
| B.7 Initial Placement | 69 | H.10 Seniority | 94 |
| B.8 Course Outline..... | 70 | H.11 Curriculum and Faculty Development | 95 |
| APPENDIX C – INSTRUCTIONAL CALENDAR..... | 71 | H.12 Released Time for Professional Activities | 95 |
| C.1 Fall Quarter | 71 | APPENDIX I – DISTANCE LEARNING COURSES..... | 96 |
| C.2 Winter Quarter..... | 71 | I.1 Scope | 96 |
| C.3 Spring Quarter..... | 71 | I.2 Curriculum Development Compensation | 97 |
| C.4 Summer Quarter..... | 72 | I.3 Professional Development | 97 |
| APPENDIX D – REDUCTION-IN-FORCE OF FULL-TIME | | I.4 Curriculum Review..... | 97 |
| ACADEMIC EMPLOYEES | 73 | I.5 Integration of Distance Learning Appendix | 97 |
| D.1 Program Unit | 73 | I.6 Faculty Salary | 97 |
| D.2 Classification of Academic Employees Under Program Units..... | 73 | I.7 Salary Credits - Movement Part-Time Salary Schedule..... | 97 |
| D.3 Classification and Assignment Disputes..... | 74 | I.8 Workload..... | 98 |
| D.4 Initiation of a Reduction-in-Force | 75 | I.9 Priority Hire | 98 |
| D.5 Implementation of a Reduction-in-Force | 75 | I.10 Movement - Provisional to Regular Telecourse Category..... | 98 |
| D.6 Recall Rights | 76 | I.11 Distance Learning Committee | 99 |
| D.7 One-Person Program Units | 77 | APPENDIX J – NEGOTIATIONS PROCEDURES | 100 |
| D.8 Rights of Appeal..... | 77 | J.1 Negotiating Teams | 100 |
| ATTACHMENT A - INDEX OF PROGRAM UNITS..... | 78 | J.2 Meetings..... | 100 |
| APPENDIX E – DISTRICT PERSONNEL POLICY - SPECIAL | | J.3 Meeting Procedures | 100 |
| PROGRAMS..... | 82 | J.4 Communications | 101 |
| E.1 Scope | 82 | J.5 Ratification Procedures | 102 |
| E.2 Salary Placement of Special Contract Faculty Members..... | 82 | J.6 Mediation Procedures | 102 |
| E.3 Progression on the Salary Schedule | 82 | LETTER OF UNDERSTANDING | 103 |
| E.4 Fringe Benefits for Special Contract Faculty | 82 | Development Of Evaluation Guidelines | 103 |
| E.5 Curtailment or Termination of Special Programs..... | 83 | Lab/Lecture Mix | 105 |
| E.6 Seniority..... | 83 | One-on-One Music Lessons | 106 |
| E.7 Notification of Special Contract Faculty..... | 83 | Part-Time Librarians | 107 |
| APPENDIX F – COMMUNITY AND CONTRACT SERVICE | | Full-time Faculty Increments 2006-2007..... | 108 |
| SALARY PLANS | 84 | Joint Committee | 109 |
| F.1 Community Service Courses | 84 | Equity Match for Part-time Faculty 2006-2007..... | 110 |
| F.2 Contract Service Courses..... | 85 | | |
| APPENDIX G – SPECIAL PROVISIONS RELATING TO SEATTLE | | | |
| VOCATIONAL INSTITUTE..... | 86 | | |
| G.1 Instructional Year | 86 | | |
| G.2 Weekly Workload | 87 | | |
| G.3 Part-time Faculty Salary Schedule..... | 87 | | |
| G.4 Instructional Calendar | 87 | | |
| G.5 Reduction-in-Force Program Units..... | 88 | | |
| G.6 Transfer..... | 88 | | |
| APPENDIX H – INTENSIVE ENGLISH PROGRAMS | 89 | | |
| H.1 Scope | 89 | | |
| H.2 Contract Year | 89 | | |
| H.3 Workload | 89 | | |

PREAMBLE

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

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

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

ARTICLE 1 -- RECOGNITION

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

ARTICLE 2 -- UNION RIGHTS

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

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

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

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

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

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

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

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

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

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

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

2.10 Released Time. In recognition of the responsibilities of the

SCCFT regarding faculty representation and matters related to management of this Agreement, the District agrees that:

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

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

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

ARTICLE 3 -- DISTRICT/SCCFT RELATIONS

The District and the SCCFT agree to form an Agreement Management Committee for the purposes of reviewing the administration of this Agreement or of Board policies affecting faculty working conditions and attempting to resolve problems that may arise. The committee will meet at least once at the beginning of each Fall Quarter to determine if there are issues it needs to discuss during the year. If so, a regular series of meetings will be scheduled at mutually agreed upon places, dates, and times. If other issues arise during the year, meetings will be scheduled on an as-needed basis. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this Agreement. Neither party shall have any control over the selection of representatives of the other party, provided, however, that neither party shall have more than five (5) representatives at such meetings. It is further agreed that nothing in this Article shall be construed to obligate either party to modify, limit, restrict, or reduce its rights or prerogatives as outlined elsewhere in this Agreement.

ARTICLE 4 -- SALARY AND RATES OF PAY

4.1 Definitions. Except as provided in Section 4.7 below, the following definitions shall apply for payment purposes:

- a. "Regular college year" shall mean Fall, Winter and Spring Quarters as defined in the District instructional calendar and shall exclude Summer Quarter.
- b. "Full-time faculty" are those who are assigned 100% of a full normal weekly workload in their discipline, division, or department for a minimum of eight (8) weeks, or for a shorter period when the assignment equals that of a full quarterly load, in a quarter during the regular college year. Faculty in this category are paid according to the full-time salary schedule, as set forth in Appendix A of this Agreement, except during Summer Quarter or for part-time assignments in excess of a full load. Payment for Summer Quarter where such assignments are supplemental for full-time faculty shall be governed by Section 4.7 below. Nothing herein shall be construed to restrict opportunities for full-time faculty from teaching part-time assignments in excess of a full load made in accordance with Articles 4.7 and 10.7.b.
- c. "Part-time faculty" are those who do not meet the criteria for full-time faculty. Faculty in this category are paid in accordance with Appendix B or pro-rata part-time.
- d. "Pro-rata part-time faculty" are those who are assigned more than two-thirds (2/3) but less than 100% of the normal weekly workload of their discipline, division, or department for a minimum of eight (8) weeks in a quarter during the regular college year. Faculty in this category are paid according to the full-time salary schedule prorated at the percentage of a full-time load they are assigned, except during Summer Quarter. (For Summer Quarter, see Article 4.7.e.)
- e. "Lecturers" are faculty with outstanding knowledge or skills who may be hired for a limited, specialized purpose on either a full-time or part-time basis. This classification is intended to provide for unusual circumstances and to accommodate unique skills. Normally, the number of Lecturer appointments in any one year shall not exceed two percent (2%) of the total full-time faculty. Any such appointment that is full-time, however, shall be subject to the tenure provisions of statute and this Agreement.

4.2 Faculty Appointments. As provided by statute and as defined in

Section 7.1 of this Agreement, full-time faculty shall be offered a tenured or probationary faculty appointment. Also, a full-time faculty non-tenure-track employment contract may be issued pursuant to the terms described in Section 4.3 below. If applicable, a special faculty appointment as defined by RCW 28B.50.851(2)(b) shall be issued.

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

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

- a. Scope: There are two categories of full-time non-tenure track faculty appointments:
 1. Intermittent: Faculty may be appointed to intermittent full-time non-tenure track positions under the terms described in section 4.3d and 4.3e below. These appointments are meant to serve limited program needs including the following:
 - a. Recurring program needs that do not constitute an on-going full-time position.
 - b. Unplanned-for program needs created by unexpected resignations, retirements, etc.
 - c. New program needs when the success of the program is not predictable.
 2. Leave Replacement: Faculty may be appointed to replace a tenured faculty member on approved leave for the duration of the leave under the terms described in section e below. (See also 5.12)

This section does not pertain to faculty whose positions are nontenurable under RCW 28B.50.851(2)(b).

- b. Contracts: All faculty hired or appointed to a full-time non-tenure track position will be given a contract specifying the terms and duration of their appointment before the end of the first week of their employment. Copies of these contracts will be forwarded to the SCCFT.
- c. Hiring: Full-time tenured faculty will have the opportunity to be significantly involved in the selection of faculty for Intermittent or Leave Replacement positions.

- d. **Duration of Intermittent Appointments:**
1. **One-quarter appointments:** An individual may be given a one-quarter, full-time, non-tenure track appointment once during a regular college year.
 2. **Two- or three-quarter appointments:** An individual may be given a two- or three-quarter, full-time, non-tenure track faculty appointment during a regular college year. A one-quarter appointment as described above may also be extended to two or three consecutive quarters within the same regular college year. If a faculty member is given a two- or three-quarter appointment, the individual will not be rehired full-time except on a probationary appointment, i.e., tenure track, until two full regular college years have elapsed following the expiration of the year of the appointment.
- e. **Extension of Non-Tenure Track Appointments:** Faculty employed under either an intermittent or a leave replacement appointment who continue uninterrupted full-time service beyond the periods specified above will be given a probationary appointment, and the District will count for tenure track purposes only this most recent period of continuous full-time employment. If an individual is hired to a tenure-track position or inadvertently reappointed to a non-tenure track position before the times indicated in section 4.3d above have elapsed, and the full-time service has not been continuous, he or she will be given a probationary appointment but the previous service will not be counted for tenure track purposes.
- f. **Summer:** Neither employment nor non-employment by faculty during Summer Quarter shall be considered in any way with respect to the provisions of this Article.
- g. **Evaluation:** Faculty on intermittent or leave replacement appointments will conduct anonymous student evaluations each quarter, the results of which will be submitted to their unit administrator. For appointments for more than one quarter, additional evaluation may begin during the first quarter. If a second quarter appointment was unanticipated, additional evaluations may commence at the beginning of the second quarter. Additional evaluation will include observation by the unit administrator. At the request of the unit administrator, a peer observation may also be conducted.
- h. **Retroactivity:** The provisions of this section will take effect Fall Quarter 1997 and will not be retroactive to Non-Tenure Track appointments made before that date, which will be governed by the provisions of the Agreement under which they were made.

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

Initial salary schedule placement is set forth in Appendices A and B of this Agreement.

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

4.6 Faculty Program Coordinators.

- a. **Purpose:** Faculty coordinators perform specific tasks for a particular administrative unit that are related to the maintenance of quality instruction and program integrity.
- b. **Duties:** The unit administrator, in consultation with the affected unit program faculty, will develop a written description of those tasks and related responsibilities for each faculty coordinator position in his/her unit. Each description will be distributed to faculty in the appropriate administrative unit before the faculty coordinator selection is made. A copy of the description will also be sent to the Vice President for Instruction and the SCCFT President. Faculty coordinators do not make administrative personnel decisions, e.g., disciplining, hiring, or terminating. Also, the role of faculty coordinators does not include summative faculty evaluation.

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

- c. **Selection:** Full-time faculty will have the opportunity to provide input to the unit administrator regarding the selection of faculty coordinators for their administrative unit. Part-time faculty may be

selected as faculty coordinators. The unit administrator's recommendation will be sent to the campus president (or designee) via the appropriate vice president for final selection. Faculty coordinator appointments are made on an annual (or shorter-term) basis.

d. Compensation:

1. Reassigned time: The full-time student contact hour work load as defined in Article 11, Section 3, may be reduced, i.e., faculty may be reassigned to coordinator tasks. The percentage of reassigned time will be as follows:

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

A percentage of reassigned time that falls between these amounts shall be calculated so as to be consistent with the calculation of these amounts.

2. Stipends: The faculty coordinator and unit administrator can negotiate a higher stipend if the duties require more than 88 hours per quarter.

| <u>Average number of hours per quarter</u> | <u>Stipend</u> |
|--|----------------|
| 22 | \$ 550 |
| 44 | \$1,100 |
| 66 | \$1,650 |
| 88 | \$2,200 |

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

- a. Length: Summer school will not exceed forty (40) instructional days in length.
- b. Appointments: Summer school appointments will depend upon enrollment and upon the judgment and decision of appropriate College administration. Low enrollments may result in the cancellation of courses or programs and the subsequent termination of the related faculty appointments. (For course cancellation criteria, see Section 11.6 below.)

- c. Assignments: Summer school assignments will be rotated equitably among all regularly contracted full-time faculty and Priority Hire (PH) faculty members who wish assignments and who are qualified for positions available. So that all faculty within the division are aware of summer assignments, it will be the responsibility of the unit administrator to inform each eligible faculty member of the opportunities and potential arrangements. The method of rotating will be determined cooperatively between the unit administrator and faculty of the division. The unit administrator will work cooperatively with the faculty, if that division/department faculty wish to be involved, and other administrators in developing summer school programs.
- d. Full-time faculty with split assignments: Full-time faculty with split assignments in two (2) or more divisions/departments shall be eligible for rotation only in the division/department where they have the major portion of their workload.
- e. Summer school shall be paid in accordance with the provisions of Appendix B.

ARTICLE 5 -- FRINGE BENEFITS

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

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

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

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

- a. Full-time faculty under contract for at least three (3) quarters will receive twelve (12) days leave commencing the first day upon

which work is performed. Such leave entitlement may be accumulated after the first three-quarter period of employment at the rate of one (1) day for each calendar month. Such leave shall be compensable for any month during which one (1) or more contractual days of service are performed, including full- or part-time Summer Quarter assignments for full-time faculty; other days are non-compensable.

- b. Part-time faculty are eligible to accrue and to take illness, injury, bereavement, and emergency leave on a pro-rated basis, to be calculated by the following formula:

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

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

- c. A faculty member who leaves employment with the District maintains previously accrued sick leave for three (3) years.
- d. In the event a faculty member is contracted to assume assignments for any quarter and becomes ill prior to commencing such assignment, such faculty member shall be eligible to use any accrued sick leave benefits, provided the illness is verified in writing with a statement from a health care provider. A "health care provider" is as defined by the federal and state family and medical leave laws.
- e. Such leave may be taken at any time subject to the following conditions and in compliance with the approval procedures set forth:
 - 1. The District reserves the right to request reasonable proof from a health care provider in the event of leaves for illness or injury which exceeds five (5) days.
 - 2. Bereavement leave, up to a maximum of five (5) days per bereavement, shall be granted in the event of a death in the faculty member's immediate family. Leave time to pay last respects to a very close deceased friend may be granted for a partial day without loss of pay.
 - 3. Emergency leave (not covered by Section 5.4 below) and not to exceed two (2) days per year, shall be granted in the event a faculty member must meet legal, personal or business

obligations which unexpectedly arise and cannot be fulfilled outside of the normally posted schedule. Such leave shall exclude attendance at state legislative meetings, lobbying, Association or Union activities or business, fund raising, or other activities of a political nature; leaves for the purpose of seeking prospective employment with another employer, and leaves for holiday or recreational purposes or for gainful employment or self-employment.

- f. Transferability

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

5.3 Attendance Incentive Program. In January of the year following any year in which a minimum of sixty (60) days of illness, injury, bereavement, and emergency leave is accrued in accordance with Section 5.2 above, any eligible employee upon written request may receive remuneration for unused illness, injury, bereavement, and emergency leave accumulated in the previous year at a rate equal to one day's current monetary compensation of the employee for each four (4) full days of such accrued leave in excess of sixty (60) days.

At the time of retirement from state service or at death, an eligible employee shall receive remuneration at a rate equal to one (1) day's

current monetary compensation of the employee for each four (4) full days of such accrued leave. Deposit of such monetary compensation into a VEBA (Voluntary Employee Benefit Association) trust account to be used for medical expenses has been authorized by the State Legislature and the District's Board of Trustees. Procedures for administration of VEBA accounts will be addressed by the Agreement Management Committee.

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

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

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

Consistent with the law, eligibility requirements for retirement buyout of accrued compensable leave shall be as follows:

- a. 30 years of full-time service, or
- b. 60 years of age and 5 years service, or
- c. 55 years of age and 20 years service.

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

- a. Full-time faculty under contract for at least three (3) quarters will receive three (3) non-accumulative days per instructional year commencing the first day upon which work is performed.
- b. Part-time faculty receive up to a maximum of one day pro-rated per academic quarter as their personal leave day. Such leave will accumulate during the current academic year. However, not more than two pro-rated personal leave days shall be taken in any one

quarter provided that at least two such days have accumulated. Unused accumulated leave shall not be carried forward beyond the end of spring quarter. The percentage of assigned workload will be used to calculate pro-rated benefits for part-time faculty as defined in Article 5.2 above.

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

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

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

5.8 Parental and Family Leave.

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

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

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

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

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

5.9 Leave of Absence Without Pay. Leave of absence without pay may be granted for all or part of an instructional year to tenured faculty. Previously accrued benefits will be retained in cases of such leave. Arrangements for this leave will be made through the unit administrator and the appropriate vice president to the campus vice chancellor/president. Requests for such leave will be made a minimum of thirty (30)

days before the quarter in which leave is to commence, if approved.

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

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

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

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

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

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

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

Further provided, with respect to return-to-industry leave and consistent with the above restrictions, the Seattle Community College District will guarantee that the faculty member will suffer no loss in salary or fringe benefits (insurance and retirement contribution) during the period of leave in which the faculty member is gainfully employed in an approved industry.

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

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

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

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

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

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

president, and the campus vice chancellor/president. The campus vice chancellor/president will stipulate the terms upon which additional leave may be granted.

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

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

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

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

5.13 Insurance Programs. The District agrees to make available group medical, dental, life, and other appropriate insurance programs consistent with the rules and regulations of the Public Employees Benefits Board or its successor(s) and as funded by the Legislature. Furthermore, applicability of any of the following benefits is subject to Article 16.3 of this Agreement. Determination of benefit eligibility is based on quarterly workload. Part-time faculty are eligible for Life/AD&D, Medical/Dental Insurance, Basic Long Term Disability Insurance, and Optional Long Term Disability Insurance benefits if they are employed at fifty percent (50%) of a full-time load or more and are rehired in the second quarter at fifty percent (50%) or more of a full-time load. In such cases, eligibility

begins in the second quarter. Once enrolled, the faculty member is eligible to continue the insurance, but does not receive the employer's contribution in any quarter in which the faculty member does not work at least half of a full-time load or meet the averaging requirements referenced below in paragraph (a). However, such continuation may not be for longer than six (6) consecutive quarters in which a faculty member does not work at least half of a full-time load for one (1) quarter, or does not meet the averaging requirements referenced below in paragraph (a).

- a. Part-time faculty members may also qualify for employer contributions for health care benefits through workload averaging in accordance with Washington State law. The District shall notify all part-time instructors of their potential right to employer contributions for health care benefits through workload averaging. A part-time faculty member must notify the District Benefits Office of his/her potential eligibility to maintain health care coverage during the regular academic year and/or during the summer through averaging.
- b. For purposes of this provision, simultaneous employment as a part-time faculty member at other Washington State public institutions of higher education shall count toward the fifty percent (50%) eligibility criteria. If such employment is at another Washington State community or technical college, it shall also count toward workload averaging referenced in paragraph (a). If such employment is at a Washington State four (4) year institution of higher education, it shall not count toward averaging referenced in paragraph (a). The part-time faculty member shall be required to notify the District Benefits Office of such employment.

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

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

at rates established under separate allotments to that system.

5.16 Special Retirement Privileges.

- a. Full and part-time faculty members meeting the following criteria shall be eligible for special privileges upon retirement from SCCD:
 1. 25 years of service as a district faculty member, or
 2. 15 years of service and having reached age 60.
- b. Special privileges shall include the following:
 1. upon request, special identification card;
 2. library privileges;
 3. attendance at graduation, with special recognition for emeritus faculty;
 4. free parking while participating in college events, if space is available;
 5. half-price admission for designated college activities;
 6. enrollment in district classes at senior citizen tuition rate and conditions;
 7. access to PE facilities at 50% of regular faculty rate;
 8. upon request, opportunity to maintain their campus email account for two (2) years from their date of retirement.
- c. Emeritus Faculty Status: Faculty meeting the criteria for special retirement privileges shall also be eligible to be nominated for special recognition as emeritus faculty. Such recognition shall be recommended by the SCCFT and granted by the District Board of Trustees to faculty in accordance with the following nomination and selection process (below). The Faculty member must be in good standing.
 1. The nominating process shall include the following steps:
 - i. The retiring faculty member gives notice in writing of intention to retire and/or requests consideration for emeritus status to the campus Vice Chancellor/President or his or her designee one quarter in advance of intended retirement date.
 - ii. The full and part-time faculty in the appropriate faculty division or work unit nominate the retiring faculty member for emeritus status. Faculty are eligible for nomination for one (1) year from the official date of retirement.
 - iii. SCCFT Executive Board reviews the request to

assure that criteria have been met. Nominations must reach the SCCFT office by the first Friday in February.

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

ARTICLE 6 -- PERSONNEL POLICIES

6.1 Personnel Files. Only one (1) personnel file for each faculty member shall be maintained by the District, and that file shall be located at the District headquarters. No other personnel file shall be maintained by any officer or administrator of the District. This paragraph, however, shall not preclude the maintenance of all lawful payroll records by the business office nor maintenance of other essential records by appropriate personnel for the operation of the District.

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

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

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

Faculty shall be given a copy of any employment notice (EN&SRC) affecting their employment status.

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

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

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

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

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

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

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

Nothing in this section shall be construed as taking the place of normal

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

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

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

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

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

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

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

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

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

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

6.5 Selection of Faculty.

a. Full-Time Faculty

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

and the appropriate vice president. The candidates will be recommended by the candidate selection committee via the unit administrator to the appropriate vice president who shall forward his or her recommendations and those submitted by the committee to the campus vice chancellor/president for the final selection.

4. If the campus vice chancellor/president does not select any of the recommended candidates, he or she shall meet with the appropriate faculty for discussion of the matter and review of selection criteria, after which the selection process will be repeated.
5. Current tenured full-time faculty shall have first priority for new or vacant full-time faculty positions occurring within the District. Such vacancies or new positions will be publicized within the District for thirty (30) days. If, within that thirty (30) day period, any current faculty applies for the position and is determined by the selection committee to be qualified, that person will be appointed. When two (2) or more present faculty are qualified, then the most senior will be selected. If a faculty member applies after that thirty (30) day period then that person will be considered on the same basis as other applicants.
6. A full-time instructor who intends to vacate a full-time position through transfer, retirement, approved leave, or resignation will notify the unit administrator in writing. When the Administration receives official notification that a full-time faculty position will be vacated, the SCCFT will be informed of the vacancy within 30 working days after official notification is received.

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

b. Part-Time Faculty

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

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

6.7 Peer Observers.

- a. 125 peer observers will be provided a stipend, on an annual basis, for peer observations. The peer observers can be either full time faculty or part time Priority Hire List faculty. However, no more than 50 of the stipends will be allocated to part time PHL faculty. By the end of Winter Quarter, the SCCD will determine the distribution to the colleges of the 125 stipends for the following year. The distribution of positions will be proportionate to the number of faculty at each campus, though unfilled peer observer slots can be reallocated to other campuses.
- b. By the third week of Spring Quarter, the Vice President for Instruction and the Faculty Senate President(s) will meet to determine the divisional distribution of the peer observers for the following academic year.
- c. Unit administrators will notify faculty of the availability of peer observer positions.
- d. Full time and priority hire faculty who are interested in serving as Peer Observers should notify their unit administrator within one month of notification of available slots.
- e. Peer observers will be selected by the faculty in the division during Spring Quarter, for the following year.
- f. Unfilled peer observer positions may be transferred to another division and/or campus as appropriate. Peer observers are required to attend training provided by the Faculty Development Program during Fall Quarter of each year.

6.8 Professional Obligations. Professional obligations consist of instructional and additional obligations. Instructional obligations will take precedence over all. Specific instructional obligations and the criteria for evaluating them are developed at the departmental/divisional level in accordance with Articles 6.10, 7.4, 10.7 and the Letter of Understanding on Development of Evaluation Guidelines. However, this does not diminish the importance of additional obligations such as the following.

Obligations for all faculty include:

1. teach assigned classes at the times and places scheduled.
2. make prior provision for instruction with the unit administrator in case of anticipated absence.
3. notify the unit office at the earliest possible time in case of absence.
4. abide by published examination schedules, or if no final examination is given, be available to students for instructional or consulting purposes during such period.
5. submit student grades in compliance with campus requirements and within established timelines.
6. provide unit administrator and students with a syllabus, consistent with the master course outline, for each course assigned.
7. revise and update course content, student assignments and activities, when necessary, consistent with the master course outline.
8. stay current in areas of assignment and in teaching techniques.
9. provide counseling related services to students (counselors).
10. provide library information services for the Instructional Resource Centers (librarians).
11. respond to work-related communications when requested.

Additional obligations exclusively for full-time faculty include the following:

- a. work with administration on developing new programs or making major curriculum revisions, relevant to the viability of the discipline or the program; training and level of support will be determined in consultation with administration.
- b. provide routine preventive maintenance of instructional equipment, and monitor equipment, and supply inventories if applicable.

- c. offer consultation to students in the area of faculty's expertise.
- d. participate on district/campus/unit committees, peer observations, reviews (performance, curriculum and program).
- e. hold office hours in accordance with Article 11.4.

6.9 Academic Freedom and Faculty Rights.

- a. A Statement of Academic Freedom and Faculty Rights

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

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

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

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

- b. Academic Freedoms and Faculty Rights

1. Classroom Freedom: No restraints other than those required by the nature of the curriculum shall be placed on academic employees regarding the content of their teaching or conduct of their classes.
2. Library Collection: There shall be no censorship of library collections.
3. Constitutional Freedom: Academic employees' rights as citizens shall not be diminished or alienated as a condition of employment or retention.
4. Freedom of Association: No academic employee shall be required to join or refrain from joining any organization as a condition of employment or retention.

5. Freedom of Petition and Silence: Individual academic employees and organizations shall not be denied the right to state or refuse to state their views before any legislative, administrative or faculty body.
6. Right to Organize: There shall be no abridgement of the right to organize with others to protect group interests, or to join existing unions or other organizations for such purposes.
7. Additional Rights: Additional rights of faculty concerning tenure, a grievance procedure, and personnel records are described in detail in the basic sections of this Agreement.

6.10 Evaluation of Faculty and Programs.

a. Post Tenure Evaluation

1. Student Evaluations: Faculty will conduct quarterly student evaluations. One anonymous evaluation each year will be supervised by the administration and the results given to the Unit Administrator as well as the faculty member.
2. Administrative Evaluation: Once every three years there will be an administrative evaluation of each faculty member's professional obligations, as well as these related matters as appropriate: provision of course information, maintenance of office hours, conducting student evaluations, and involvement in division activities. The Vice President for Instruction or his/her designee will review concerns from either the faculty member or the unit administrator about the outcome of the evaluation process.
3. Performance Review: The unit administrator may conduct performance review at any time. In such instance, the faculty member shall be required to meet with a committee comprised of two tenured faculty members and the administrator. They shall notify the SCCFT and the appropriate vice president that performance review is being initiated.

The performance review committee will review and evaluate the faculty member's performance, using a variety of means for assessment, which may include student evaluation and classroom observation. As required, the committee will recommend methods for improvement and for monitoring the process and correction of the faculty member's performance. The committee will provide the vice president with quarterly reports on the progress of the review and will submit a final report not later than one year from the start of the review

process. This report will indicate either satisfactory completion of the process, a need for extension, or a finding of no resolution.

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

- b. Evaluation of Probationary and Part-time Faculty: Evaluation of faculty members holding probationary faculty appointments shall be conducted in accordance with the provisions of Article 7. Part-time faculty evaluation is addressed in Sections 10.7 and 10.8.
- c. Program Review: Each unit/program (instructional, library, counseling) will hold at least one meeting annually to discuss unit/program outcomes with the unit administrator and faculty.

6.11 Selection of Unit Administrator.

- a. The following guidelines apply to the selection of a unit administrator.
 1. At least thirty (30) calendar days prior to the appointment of a unit administrator, the Administration will announce publicly that the position is open and will identify the criteria to be used in the selection process. When an opening occurs, the appropriate vice president, in cooperation with the District Human Resource Office, will assure that the position is adequately advertised both internally and externally and with reasonable lead-time. Appointments will be made as soon as possible.
 2. The appropriate vice president will convene a committee-of-the-whole or an elected representative faculty group. The candidate selection committee will be comprised of the following voting members: faculty selected by the faculty of the division/department and a unit administrator selected by the vice president. The unit administrator serving on the candidate selection committee shall be someone other than the outgoing unit administrator unless agreed upon by the faculty of the division/department and the vice president. This committee shall be involved in the development of the job description, screening criteria, and the selection process. The affirmative action officer

will be an ex-officio member of the candidate selection committee.

3. The faculty of the division/department, acting as noted in item 3 above, will recommend at least three (3) candidates (who may be ranked) to the appropriate vice president. The vice president will forward the list of candidates, along with his or her recommendations, to the campus vice chancellor/president.
4. If the campus vice chancellor/president does not select any of the recommended candidates, he or she shall meet with the appropriate faculty for discussion of the matter and review of selection criteria, after, which the selection process will be repeated.

b. Emergency Replacement of Unit Administrator

The Administration may declare that an emergency exists if the Administration first becomes aware of the need for a replacement less than forty-five (45) days prior to the vacancy taking place. If the Administration declares that an emergency exists, it shall be presumed that the Administration became aware of the need for a replacement less than forty-five (45) days prior to the vacancy taking place unless it can be proven by a preponderance of the evidence to the contrary.

When such an emergency condition is declared, the provisions of this section may not be followed and a temporary unit administrator may be appointed by the affected campus vice chancellor/president provided that:

1. The SCCFT President is notified immediately of the District's intent to declare an emergency condition.
2. The faculty of the affected division also is notified immediately by the District and is given an opportunity to submit the name(s) of temporary replacements for the campus vice chancellor/president's consideration. The faculty should be given three (3) working days after this notification is mailed in which to submit their recommendations. (If the vacancy occurs in the period between the end of Spring Quarter and the beginning of Fall Quarter, the faculty should have six (6) working days after notification is mailed.) Notification may be mailed through campus mail if the individual is on duty or U.S. mail if the

individual faculty is on a leave or vacation status. If the campus vice chancellor/president does not select any of the recommended candidates, he or she shall, in writing, communicate to the appropriate faculty the reason(s) for his or her decision.

3. Once the unit administrator position has been filled as above, either by title or function, it cannot be filled again in this manner except in another emergency situation as defined above.
4. The duration of any appointment made pursuant to a declaration of emergency shall be a maximum of twelve (12) weeks. An individual who holds a temporary position pursuant to this emergency procedure shall not be reappointed, nor extended beyond the original twelve (12) week period, without the express written agreement of the District and the SCCFT.
5. Any reappointment or extension made under this section shall be for a specified period of time mutually agreed to by the District and the SCCFT.

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

ARTICLE 7 -- TENURE PROVISIONS

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

7.1 Definitions. As used in this Agreement,

- a. "Administrative Appointment" describes employment in a specific administrative position as determined by the appointing authority. Tenured faculty, upon appointment to an administrative position, except that of District chief administrative officer, will retain tenure in their faculty status.
- b. "Appointing Authority" is the Board of Trustees of Community College District VI.

- c. "Faculty Appointment" describes full-time employment as a teacher, counselor, librarian, or other position for which training, experience, and responsibility are comparable as determined by the appointing authority, except administrative appointments. "Faculty Appointment" will also mean division, department, or other administrators who have had and do have status as teachers, counselors, or librarians. "Faculty appointment" shall not mean, however, "special faculty appointment" as defined by RCW 28B.50.851(2)(b), provided that the conditions prescribed therein governing transfer and/or termination shall apply. "Faculty appointment" also shall not mean full-time faculty non-tenure track appointments as described in Article 4.3.
- d. "Faculty Peer" describes a tenured faculty member within the same trade or discipline or most closely related trade or discipline.
- e. "Probationary Faculty Appointment" describes a faculty appointment for a period of time not to exceed nine consecutive quarters excluding summer quarter and approved leaves of absence. Probationary faculty may be non-renewed without cause in accordance with the law and this Agreement.
- f. "Probationer" describes any individual holding a probationary faculty appointment.
- g. "Tenure" describes a faculty appointment for an indefinite period of time which may be granted by the appointing authority at any time and may be revoked only for sufficient cause and by due process.
- h. "Tenure Review Committee" describes a five-member review committee which is composed of three (3) of the probationer's tenured faculty peers, a member of the administrative staff of the College, and a student representative. The Committee shall have duties including but not limited to evaluation of each probationer with regard to granting or withholding tenure.
- i. "Unit" describes a division or department consisting of six (6) or more individuals holding full-time-faculty appointments. In the event that such a unit does not exist, "Unit" shall mean a combined body of the most closely related trade or discipline until six (6) individuals holding faculty appointments are in the unit.

7.2 Tenure Review Committee Selection.

- a. The Tenure Review Committee for each probationer will consist of five (5) individuals, to include three (3) tenured faculty representatives of the administrative unit to which the probationer is assigned. If possible, the faculty representatives will be chosen

from the specific discipline or subject area of the probationer. The fourth member of the committee will be the unit administrator, who also will chair the Tenure Review Committee. The fifth member will be a student representative appointed by the Associated Student Body in accordance with procedures for such appointment established by the Student Body Government. The student may be a full-time or part-time student and, to the extent possible, shall be knowledgeable of the probationer's discipline or field of specialty.

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

7.3 Functions of Tenure Review Committees.

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

7.4 Evaluation of a Probationer.

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

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

- b. The tenure review committee will be responsible for furnishing the probationer with appropriate performance criteria and objectives in written form, to include the methods of performance evaluation to be used. The committee will hold a minimum of one (1) quarterly review conference with the probationer. The substance of these conferences will be recorded in written form and will be forwarded through administrative channels to the appropriate vice-president or campus president. Observed areas needing improvement should be put in writing and discussed in conference as soon as possible. A professional improvement plan intended to address these areas must be developed and reviewed by the committee. Both the committee and the probationer must be aware that the primary purpose of the committee, in addition to monitoring and evaluation, is to assist the probationer in meeting the requirements of assigned duties and in fulfilling the objectives set by the committee.
- c. As an indication that the probationer has knowledge of all probationary information, the written records of all conferences, reports, and evaluations will be disclosed to and signed by the probationer by the end of the quarter in which they are produced, or, if not available at that time, no later than the following quarter.
- d. The tenure review committee will arrange at least one (1) classroom visit per quarter with teaching probationers. These visits and the resulting observations will be recorded in written form as part of the probationer's evaluation materials.
- e. Documents other than those produced or requested by members of the tenure review committee will not be placed in the tenure record except by the agreement of the members of the committee. Probationers have the right to respond in writing for the record to any documents placed in their record. If complaints of substance that may affect the decision are brought to a committee meeting or to committee members, and the probationer has not been previously informed, a decision by the committee will be deferred for at least two (2) working days to provide the probationer an opportunity to respond before a decision is made.

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

- a. In the first probationary year, the committee for each probationer will forward via the appropriate vice-president to the campus

president a report of its activities, observations, evaluations, and also its recommendation to award tenure, to non-renew, or to extend probation for an additional year not later than three (3) weeks prior to the last day of the second quarter.

- b. In the second probationary year, the committee will follow the same procedures as for the first probationary year, submitting its recommendation three (3) weeks prior to the end of the fifth quarter.
- c. In the third probationary year, the committee's final recommendations must be forwarded via the appropriate vice-president to the campus president by the second week of the eighth quarter. Final recommendations should be either to award or deny tenure.
- d. Upon formal recommendation of the review committee and with the written consent of the probationary faculty member, the appointing authority may extend its probationary period for one, two, or three quarters, excluding Summer Quarter, beyond the maximum probationary period established herein. No such extension shall be made, however, unless the review committee's recommendation is based on its belief that the probationary faculty member needs additional time to complete satisfactorily a professional improvement plan already in progress and in the committee's further belief that the probationary faculty member will complete the plan satisfactorily. At the conclusion of any such extension, the appointing authority may award tenure unless the probationary faculty member has, in the judgment of the committee, failed to complete the professional improvement plan satisfactorily.
- e. Copies of all tenure review committee reports and recommendations for any probationary year will be furnished to the probationer in a timely fashion (see 7.4 above) and also forwarded to the campus president via the appropriate vice-president through regular administrative channels. In addition, the Tenure Review Committee's recommendations for such probationary year will be discussed in conference with the probationer and the basis for the Committee's recommendation explained to the probationer.
- f. If the first- or second-year probationer disagrees with the Tenure Review Committee's or the Administration's recommendation, she or he shall be given the opportunity to present his or her case before the campus President prior to the final action. If a third- or fourth-year probationer disagrees with the Tenure Review Committee's or the Administration's recommendation, she or he shall be given the opportunity to present his or her case before the

Chancellor and then before the Board of Trustees prior to final Board action.

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

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

ARTICLE 8 -- DISMISSAL

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

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

- a. Neglect of duty;
- b. Inefficiency;
- c. Incompetence;
- d. Insubordination;
- e. Conviction of a crime involving moral turpitude;
- f. Gross misconduct;
- g. Abandonment of position;
- h. Physical or mental incapacity;
- i. Willful violation of published institutional related Board or State Board for Community and Technical Colleges rules or regulations;
- j. Program termination or program reduction;
- k. Financial emergency as defined by RCW 28B.50.873;
- l. Conviction for any of the following:
 1. aiding or abetting or participation in any unlawful act of violence;
 2. aiding or abetting or participation in any unlawful act resulting in destruction of Community College property or the interference with the orderly conduct of the educational process;
- m. Failure to meet agency-shop-dues or representation-fee requirements.

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

- a. The six (6) seats on the committee will be designated Position 1, Position 2, Position 3, Position 4, Position 5, and Position 6.
- b. Position 5 will be held by a student representative who shall be a full-time student and shall be chosen by the student association of the particular community college in such a manner as the members thereof shall determine.
- c. Position 6 and an alternate Position 6 will be held by administrators appointed by the District Chancellor.
- d. The individuals selected to fill the four (4) remaining seats on the Hearing Committee will be tenured faculty and will be elected by a majority vote of the tenured faculty in the District as follows:
 1. Two (2) individuals will be nominated for each of the positions 1 through 4 by a District-wide random selection process as described in item d.5 below.
 2. Two (2) individuals will be nominated to run for each of four (4) alternate positions identified as Alternate 1, Alternate 2, Alternate 3, and Alternate 4.
 3. The nominees receiving a majority of the votes cast will be elected.
 4. In case of a vacancy in any of positions 1 through 4 occurring any time after the election, the vacancy will be filled by alternates, beginning with Alternate 1.
 5. A District-wide random selection process will be developed by the President of the SCCFT and the District Chancellor. This selection process will be designed to remove any element of preselection or predisposition from the Hearing Committee selection process.
- e. The Hearing Committee will select one (1) of its members as chair.
- f. Faculty elected to the committee or as alternates shall serve only until the Fall Quarter of the year following their election, except when a matter brought before them continues past that date. However, even when a matter continues past Fall Quarter, a new committee will be elected at that time to sit for new matters that

may arise. Faculty are exempt from serving consecutive terms on the committee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.5 Dismissal Proceedings - Reduction-in-Force. Dismissal of faculty members for causes set forth at Section 8.1.j and Section 8.1.k above

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

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

ARTICLE 9 -- SENIORITY

9.1 Seniority List. The Fall Quarter 1993 seniority list under the predecessor Agreement as published in its final form shall be carried forward and shall be deemed correct in all material respects. The District shall update the seniority list as new full-time faculty are employed and shall provide corrected individual pages for affected faculty, unit administrators, and the SCCFT. The complete list shall be revised at least once every five years, beginning in 1995, and distributed to full-time faculty members and the SCCFT by November 15th of that year.

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

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

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

Ties in seniority shall be broken in the following order:

a. Date of part-time employment

- b. Date of letter of intent to accept employment
- c. Date of application for employment

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

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

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

10.1 District Publications. The names of part-time faculty on the priority-hiring list will be included in the District catalog and telephone directory. They will also be listed in the published quarterly class schedule, if class assignments have been made before the publication date. In addition, they will be provided with a copy of the District's Factbook. Other part-time faculty will be provided copies upon request.

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

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

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

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

10.6 Special-Case, Two-Quarter Contracts. Part-time faculty will be eligible for a special-case, two-quarter contract in which the two-thirds (2/3) requirement may be averaged between the quarters to allow for

division schedule flexibility. In no case will the load exceed eighty percent (80%) of a full-time load in one quarter and will not exceed an average of two-thirds (2/3) of a full-time load for both quarters.

10.7 Priority Hiring List.

- a. Consistent with the Affirmative Action Plan of the District, part-time faculty who have been employed at an average of 50% time or more for nine (9) of the last twelve (12) quarters (excluding Summer Quarter), and who have received satisfactory evaluations which will include student and administrative evaluations and may include peer observations, shall be placed upon a department/division priority employment list. Evaluation guidelines have been developed by the Agreement Management Committee (see Letter of Understanding, P106).
- b. Such priority shall be consistent with previous percentage workload assignments up to and including 2/3 load and shall provide a right of first refusal for any divisional/departamental assignments on their qualifying list with the exception of Summer Quarter assignments or assignments required to maintain a full-load for full-time faculty. This consistent workload assignment is guaranteed for the following quarter (except Summer Quarter) unless the PH faculty member is notified in writing no later than 30 calendar days prior to the end of the current quarter (except Fall Quarter, for which the faculty will be notified by the last day of Summer Quarter). In order to maintain a guaranteed load, the unit administrator may assign the PH faculty member, if qualified, courses not on his/her qualifying list and/or non-teaching duties.

The qualifying list shall include courses taught within the twelve (12) quarter qualifying period and can be modified as follows: any course taught two times subsequent to establishment of the original qualifying list may be added to the list by the unit administrator; courses may be deleted from the list by review with the unit administrator based on evaluations. Faculty in this category may be offered a course not on their qualifying list without that course being automatically added to their list. PH faculty will be informed about the division/departamental scheduling process and may provide input to that process. In the event that priority claims within a division exceed assignments available within that division, the priority shall be based upon the total contact hours taught within the division; the individual with the highest number having the greatest priority.

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

any given quarter, a part-time faculty member on such a list shall have the right of first refusal to carry out assignments for which he or she qualifies under this section.

- d.
 1. Part-time faculty may be removed from the priority list in the event of unsatisfactory evaluation. Removal shall be initiated by a letter from the appropriate vice president to the faculty member informing him or her of unsatisfactory performance. This letter shall detail the reason or reasons and shall set the time and date for an informal meeting between the affected individual, the unit administrator, and the vice president. This meeting shall be held within ten (10) working days of receipt of the above-referenced letter. The part-time faculty member will be given the opportunity at this meeting to present oral and written materials and to discuss in detail the question of performance.
 2. The vice president shall issue in writing his or her decision to the affected member within ten (10) working days of the meeting. The affected part-time faculty member shall be deemed to have accepted this decision unless written notice of appeal is received by the applicable campus vice-chancellor/president within ten (10) working days from receipt of the vice president's decision.
 3. The vice chancellor/president shall set the date for an informal hearing within fifteen (15) working days of receipt of the appeal. The vice chancellor/president shall conduct such informal hearing in accordance with the provisions of RCW 34.05 as now or hereafter amended. At this hearing both the affected part-time faculty member and the vice president or designee shall be given opportunity to present oral and written materials regarding the part-time faculty member's performance. The vice chancellor/president's decision, which is final for all purposes and is not grievable nor arbitrable, shall be issued within ten (10) working days of completion of the hearing process. The effective date of removal from the part-time hiring employment list shall be eleven (11) working days after receipt of the vice president's decision or upon the vice chancellor/president's decision if appealed to the vice chancellor/president.
- e. Individuals who have not taught for four (4) continuous quarters (excluding summer) or have given notice of resignation shall be dropped from the part-time priority hiring list and accumulated hours will be forfeited. It will be necessary to re-establish eligibility by meeting the 50% average assignment for nine (9) of the next twelve (12) quarters and with satisfactory evaluations as in 10.7a.

The District shall update and publish the priority hiring list quarterly for each division and department and for counseling and the library. Copies of such lists shall be forwarded to the SCCFT President.

10.8 Anonymous Student Evaluations. Part-time faculty not on the priority hiring list provided for in Section 10.7 above shall conduct anonymous student evaluations each quarter and shall provide the results to the unit administrator. Part-time faculty on the priority-hiring list will conduct quarterly student evaluations. One anonymous evaluation each year will be supervised by the administration and the results given to the Unit Administrator as well as the faculty member.

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

ARTICLE 11 -- OPERATIONAL POLICIES

11.1 Instructional Year

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

development and maintenance; community building; email maintenance; meeting preparation; and other tasks.

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

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

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

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

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

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

Nothing in this section is to be construed that: (a) the teaching span must be seven (7) hours in length; or (b) faculty are expected to be on campus for this entire span if their professional duties require their presence elsewhere.

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

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

| | <u>Type of Instruction</u> | <u>Contact Hours</u> |
|----|--|----------------------|
| a. | General Lecture (except no faculty shall be assigned more than three (3) composition classes within the 15-hour workload). This includes instruction in ESL classes numbered 090 and higher. | 15 |
| b. | Laboratories: | |
| | 1. Science, physical education, art, music and drama | 15-18 (a) |
| | 2. Business and Commerce, Health/Medical, Home and Family Education, mixed lecture and lab | 18-20 |
| | 3. Engineering Technologies, mixed lecture lab | 18-20 |
| c. | Trade and Industrial occupation and shops | 25 (b) |
| d. | Special Programs (e.g., ABE & ESL; this excludes ESL classes numbered 090 and higher. See a. above) | 20 |
| e. | Clinical Assignments | 25-30 |
| f. | Counselors, Librarians, Catalogers and non-teaching personnel | 30 |

Notes:

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

twenty-five (25) contact hour load.

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

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

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

11.6 Course Cancellation.

- a. The following factors will be considered in determining whether classes in certificate or degree programs will be canceled. It shall be the responsibility of the administration to evaluate these general factors in arriving at a class cancellation decision.
 - Established state student/faculty ratios
 - Status of FTE generation on a campus-wide basis for certificate/degree programs
 - Status of FTE generation on a district-wide basis for certificate/degree programs
 - Status of assigned FTE, district-wide, annualized (including projections of applicable, e.g., Fall, Winter)
 - Effect on morale of students and faculty
 - Budgetary implications
 - Feasibility of offering new sections of already-filled or nearly-filled courses

- b. In applying the above, additional evaluation shall be given to ensure:
 - 1. That strong consideration be given to the continuation of:
 - a. required courses,
 - b. sequential courses, and
 - c. infrequently offered courses.
 - 2. That a balanced, in-depth, convenient schedule of offerings be maintained to the extent possible.
 - 3. That full-time faculty whose classes are canceled will be reassigned to another class to make up that portion of their contractual load. Alternate non-instructional duties may be assigned upon mutual agreement between the faculty member and the unit administrator.
 - 4. That classes taught by part-time faculty and extra classes taught by contract faculty (those classes taught in addition to an assigned workload/contract assigned workload) which are canceled shall result in no remuneration or pay or assignment to the faculty whose class is canceled other than for those class hours met prior to cancellation (except as provided in Article 10.4).
 - 5. That the earliest possible communication with affected faculty is made relative to the potential or actual need to cancel a class.
- c. Following judicious analysis and consideration of the above factors and the recommendations made by faculty through their administrative unit, the administration will determine which classes will be canceled.

ARTICLE 12 -- POLICY DEVELOPMENT AND IMPLEMENTATION

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

12.2 District and Campus Joint Committees.

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

Joint committees operating at the District level include:

 - PLC – Professional Leave Committee
 - CGC – Curriculum Grants Committee
 - FDAC – Faculty Development Advisory Committee
 - DDLDC – District Distance Learning Committee
 - IPFDC – International Programs Faculty Development Committee
 - 2. Other joint committees may be formed in accordance with Article 12.2.a. In addition, ad hoc joint committees may be formed by written agreement between the Administration and the SCCFT president.
- b. Faculty members on the above committees and all joint committees as described in 12.2a will receive salary credit as specified in Appendix A. A record of each faculty member's clock hours of participation shall be kept by the administration and a copy will be sent to the faculty member by the end of Spring Quarter.
- c. Faculty members on the PLC, CGC, FDAC, DDLDC, and IPFDC will be named by the SCCFT.
- d. The membership makeup of the PLC, CGC, and DLC will be four faculty and four administrators. The membership of the FDAC will be twelve faculty and four administrators. The membership of the IPFDC will be three faculty and two administrators.
- e. A record of committee membership will be maintained at the District Human Resource Office with a copy supplied to the SCCFT president.
- f. The SCCFT president or designee and the District director of Human Resources or designee may attend any of the above

committee meetings in an ex-officio capacity.

- g. Committee minutes, recommendations and reports of District-wide joint committees will be sent to the District chancellor and the SCCFT concurrently. The District chancellor shall report to the committee the disposition of any recommendation.

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

12.3 Budget Development.

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

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

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

Intra-department or division \$1,000.00

Extra-department or division \$3,000.00

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

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

each campus.

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

ARTICLE 13 -- CURRICULUM DEVELOPMENT

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

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

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

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

Upon approval of each project, a contractual agreement will be executed between the District and participating faculty. The contract will provide for a return of funds or a withholding of funds if the project is not finished by the completion date; however, if a project cannot be

completed because of extenuating circumstances, an appeal may be made to the appropriate committee. Recommendations of the committee will be forwarded to the District chancellor for appropriate action.

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

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

ARTICLE 14 -- PROFESSIONAL DEVELOPMENT

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

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

The function of the Faculty Development Advisory Committee shall be to develop procedures and an annual plan and budget for faculty or joint faculty-administration proposals for any of the activities listed in the first paragraph of this section. The plan and budget for the following year shall provide for a reasonable balance among campuses and types of activities. The procedures and the annual plan and budget shall be submitted to the chancellor for approval by the first week of Spring Quarter.

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

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

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

The District Faculty Program structure shall be as follows:

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

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

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

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

ARTICLE 15 -- GRIEVANCE PROCEDURE

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

A grievance is defined as a complaint concerning any condition, action,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

designee) shall include the reasons.

Level Three: If no settlement is reached at Level Two, the SCCFT may at its sole discretion request that the grievance be arbitrated, provided, however, that such a request must be submitted within thirty (30) calendar days after the Level Two answer. The request shall be in writing and shall be submitted to the American Arbitration Association under its voluntary rules. A copy of the request shall be submitted at the same time and in the same form to the District at the office of the chancellor.

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

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

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

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

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

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

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

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

15.12 Protection of Participants in Procedure. Individuals involved in the grievance procedure shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any legal participation in the grievance procedure. Any grievance pending arbitration shall in no way be prejudiced by the termination of the grievant or grievants, and the Board agrees not to use the fact that a former faculty member is no longer an employee in a grievance proceeding.

ARTICLE 16 -- AGREEMENT CONDITIONS AND DURATION

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

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

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

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

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

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

16.6 Previous Practice Provision. The Board further agrees to

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

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

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

16.9 Waiver. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated otherwise in this Agreement, the District and the SCCFT 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.

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

16.11 Bargaining on a Successor Agreement. The parties agree to commence bargaining for a successor agreement on or about January 1, 2010, at a time and place mutually convenient to the parties. The first meeting shall consist of an exchange of complete proposals or a complete list of issues and some interests statements relating to each issue, and discussion of the procedures to be followed during bargaining. Other negotiation procedures are detailed in Appendix J.

16.12 Duration. The previous Agreement was dated July 1, 2003 – June 30, 2006. Negotiations having been concluded from Winter Quarter, 2006, to Spring Quarter, 2007, this Agreement, including all appendices referenced herein, shall become effective July 1, 2007, and shall remain in effect until the close of June 30, 2010.

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

FOR THE SCCFT

President,
Seattle Community College Federation of Teachers

FOR THE BOARD

Chancellor, Secretary,
Seattle Community Colleges Board of Trustees

APPENDIX A

FACULTY SALARY PROVISIONS

A.1 Full-Time Faculty Salary Schedule Annual Amount (effective July 1, 2007).

Note: This salary placement schedule starts at step 5 = \$44,713 annually. Step designations are now intended for administrative purposes only. Although step designations will not change, salary amounts will change contingent upon amount of COLA allocations and earning increments. Now: Increments ≠ steps; Increments = \$.

Starting in 2007-2008 (effective July 1, 2007), the FT faculty salary placement schedule is:

| Initial Placement Steps | \$ Amount (annual) |
|--------------------------------|---------------------------|
| 5 | 44,713 + |
| 6 | 45,542 + |
| 7 | 46,372 + |
| 8 | 47,201 + |
| 9 | 48,030 + |
| 10 | 48,860 + |
| 11 | 49,690 + |
| 12 | 50,519 + |
| 13 | 51,348 + |
| 14 | 52,178 + |
| 15 | 53,007 + |
| 16 | 53,837 + |
| 17 | 54,667 + |
| 18 | 55,496 + |
| 19 | 56,326 + |
| 20 | 57,155 + |
| 21 | 57,985 + |
| 22 | 58,814 + |
| 23 | 59,644 + |

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

$$\frac{\text{Rate of Pay per Schedule X Number of Assigned Days}}{172 \text{ days}}$$

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

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

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

A.3 Advancement.

There are three (3) ways to advance:

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

The annual Professional, Educational and Experience Development Report is due to the unit administrator by June 30.

Upon completion of this report, faculty will earn a share of increment funding. All faculty who qualify for this annual increase will receive an equal distribution of available funds added to their base salary.

Approval will be assumed upon submission unless the report does not contain information about professional development as discussed above and in A.5 below. Annual increases on this model will be assumed if the faculty member is not informed otherwise by the appropriate unit administrator by July 15.

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

Increments will be effective at the start of the next academic year

– Fall Quarter.

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

- b. COLA. FT faculty will receive Cost of Living Allocation (added to base salary) equal to that allocated by the state. Distribution of the COLA is bargainable each year funds are allocated by the state.
- c. Promotional Increases:
 1. When a faculty member attains tenure faculty status, \$1,500 will be added, permanently, to the annual salary, beginning the year following tenure. This is effective for faculty attaining tenure Spring 2003 and hereafter.
 2. Starting in the 2007-2008 academic year, \$1,000 will be added, permanently, to the annual salary of all FT faculty members who have ten (10) years of FT service and who agree to be mentors. Faculty members who attain ten (10) years of service in subsequent years and who agree to be mentors will all receive the \$1,000 increase beginning Fall Quarter of the following year. The \$1,000 increase will be for peer mentoring.
 3. FT faculty members who choose not to be a mentor upon eligibility according to paragraph (2) above shall have the option to be a mentor in subsequent years.

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

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

- a. all credits necessary for undergraduate or graduate degree programs or vocational certification.
- b. credit courses, seminars, workshops, colloquia, institutes, lectures, field or research study, etc. offered by the District, other higher education institutions, or industrial or professional organizations.
- c. activities for professional-technical certification and development.
- d. activities which support District, college and/or division goals.

- e. joint committee participation: joint committee and faculty representative participation.
- f. ex-officio faculty representatives to Board of Trustees.
- g. employment experience in the District

A.6. Peer Observation Stipend.

Beginning with the 2007-2008 academic year, 125 faculty will be eligible to receive a \$500 annual stipend for peer observations (up to five observations annually). Stipends will be paid at the end of Fall quarter for the year.

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

APPENDIX B

PART-TIME SALARY PROVISIONS

B.1 PART-TIME FACULTY SALARY SCHEDULE QUARTERLY AMOUNT (effective July 1, 2007).

Note: This salary placement schedule starts at Step 3 = \$11,580 quarterly. Step designations are now intended for administrative purposes only. Although step designations will not change, salary amounts will change contingent upon amount of COLA allocations and earning increments. Now: Increments ≠ steps; Increments = \$.

Starting in 2007-08 (effective July 1, 2007), the PT faculty salary placement schedule

| Step Level | IEL Faculty at: | 15, 18, & 20 Hour Weekly Workload AND PTF Hired 1/1/00 and Later WITH: | 25 Hour Weekly Workload (Hired Before 1/1/00) at: | 30 Hour Weekly Workload (Hired Before 1/1/00): | SVI |
|------------|-----------------|--|---|--|---------------|
| | 83.94% | 80.97% | 85.55% | 102.22% | 86.30% |
| 3 | \$10,698 | \$11,580 | \$12,235 | \$14,620 | \$12,530 |
| 4 | \$11,169 | \$12,091 | \$12,775 | \$15,265 | \$13,082 |
| 5 | \$11,644 | \$12,606 | \$13,319 | \$15,915 | \$13,640 |
| 6 | \$12,118 | \$13,120 | \$13,862 | \$16,563 | \$14,195 |
| 7 | \$12,587 | \$13,627 | \$14,398 | \$17,204 | \$14,744 |
| 8 | \$13,058 | \$14,137 | \$14,937 | \$17,848 | \$15,297 |
| 9 | | \$14,651 | \$15,479 | \$18,496 | \$15,852 |
| 10 | | \$15,158 | \$16,016 | \$19,137 | \$16,401 |

To calculate salary, multiply quarterly workload by quarterly salary above. For example, a 50% workload at Step 5 would result in a rate of \$12,606 * .50 or \$6,303 quarterly.

B.2 Advancement. There are two (2) ways to advance:

- a. Increments: To receive an annual increment, a PT faculty member is required to submit to his or her unit administrator a one to two page annual Professional, Educational and Experience Development Report that discusses relevant areas of development such as:
 1. Description of activities engaged in throughout the year which support the faculty member's present or future instructional assignment and professional interests.

2. Discussion of how the activities supports District, college and/or divisional/program goals and objectives.

The annual Professional, Educational, and Experience Development Report is due to the unit administrator by June 30.

Upon completion of this report, faculty will earn a share of increment funding. All faculty who qualify for this annual increase will receive an equal distribution of available funds added to their base salary.

Approval will be assumed upon submission unless the report does not contain information about professional development and/or experience as discussed above and in B.5 below. Annual increases on this model will be assumed if the faculty member is not informed otherwise by the appropriate unit administrator by July 15.

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

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

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

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

B.3 Integration with Legislative Funding. Salary increases granted pursuant to B.2.a and B.2.b above must be authorized and funded by the Legislature. When state funds are appropriated for a base salary increase, the District and the SCCFT shall meet to mutually determine the distribution of these funds.

B.4 Equity Movement. When funds become available for improvements in part time faculty salaries that will bring them closer to full time faculty salaries (equity money); funds will be distributed first to those faculty who are furthest from equity. The 'parity factor' attempts to equalize part-time faculty salaries and compares part time to part time (NOT part time to full time salaries). When the 'parity factor' for all groups of part-time faculty reaches 102.22%, new equity money will be applied to all categories of part-time faculty to bring closer to full time faculty salaries.

July 1, 2007 parity factors are:

| | |
|---|---------|
| - 15,18, & 20 Hour Weekly Workload AND PTF Hired 1/1/00 and Later | 79.67% |
| - 25 Hour Weekly Workload (Hired Before 1/1/00) | 85.55% |
| - 30 Hour Weekly Workload (Hired Before 1/1/00) | 102.22% |
| - IEL Faculty | 82.64% |
| - SVI | 86.30% |

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

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

B.6 Additional Part-time Pay Stipulations

- a. Librarians and counselors will be paid at the appropriate rate established for a 30-hour workload except when they are assigned to teach a class or workshop, in which case they will be paid according to the established workload as determined in Article 11.3.b.
- b. The method of compensation for faculty who are substituting in any one continuous assignment for faculty on leave will be based on the hourly part-time faculty salary rate (below), multiplied by the number of contact hours up to a period equal to 20% of the course contact hours. For periods of replacement beyond 20% of the course contact hours, compensation will be based on the quarterly rate multiplied by the percent of full-time workload. Substitute or replacement hours for periods of less than eight weeks, or for a shorter period when the assignment equals that of a full quarterly load (see 4.1.b), for any one continuous assignment do not apply

toward pro-rata pay.

| Initial Placement Steps | \$ Amount (hourly) |
|-------------------------|--------------------|
| 3 | \$41.79 |
| 4 | \$43.64 |
| 5 | \$45.50 |
| 6 | \$47.35 |
| 7 | \$49.18 |
| 8 | \$51.02 |
| 9 | \$52.87 |
| 10 | \$54.71 |

- c. The method of salary reduction for faculty who are on non-paid leave will be based on the part-time hourly salary rate (above) multiplied by the number of contact hours up to a period equal to 20% of the course(s) contact hours. For periods of absence beyond 20% of the course(s) contact hours, reduction in pay will be based on the quarterly rate multiplied by the percent of full-time workload.

B.7 Initial Placement. Initial salary placement for new hires may be at step three (3) to eight (8) on the B.1 Part-time Salary Schedule. Initial placement will be made higher than step eight (8) - only in such instances where such action is deemed necessary for competitive reasons. Placement on the part-time salary schedule shall be in accordance with the following:

- a. Minimum qualifications for placement on Step 3 shall be a master's degree in the applicable field or area or five (5) years' educational preparation (as described in Section B.2.c below) and qualification for the appropriate vocational certificate. It is understood that the District may continue to waive minimum qualifications for initial placement on the part-time salary schedule where program needs dictate (e.g., special programs such as ESL for refugees).
- b. Placement beyond step 3 but not to exceed step 8 for those individuals whose qualifications exceed those described in (a) above, shall be based upon the following:
 - 1. Related technical, trade and/or other professional employment will be considered in terms of its applicability toward the preparation and development of instructional skills. Each two (2) years of approved related work experience will be equal to one (1) step on the salary

schedule for original placement up to a maximum of two (2) steps.

- 2. Each two (2) years of approved related supervisory experience is equal to one (1) step on the salary schedule up to a maximum of two (2) steps.
 - 3. Each year of approved full-time equivalent teaching at accredited post-secondary educational institutions will be equal to one (1) step up to a maximum of two (2) steps. Such allowances will be made only upon documentary evidence.
 - 4. The combination of b.1, b.2, and b.3 above shall not exceed initial placement at step 8. Exceptions may be made in instances where in the judgment of the District, such action is deemed necessary for competitive reasons, provided the applicant is qualified for higher placement in accordance with b.1, b.2, or b.3 above.
- c. Vocational Placement: Placement on Step 3 requires five years of acceptable learning experiences from any of the following:
- 1. College or university credits.
 - 2. Technical institute credits or documented clock hours of attendance.
 - 3. Vocational school credits or documented clock hours of attendance.
 - 4. Military school credits or documented clock hours of attendance.
 - 5. Formal apprentice training.
 - 6. Private business or technical school/college credits or documented clock hours of attendance.
 - 7. Business and industry sponsored training programs.
 - 8. Other structured educational activities.
 - 9. On-the-job training.

B.8 Course Outline. Newly hired part-time faculty will be given a copy of the course outline for courses they are assigned to teach. SCCFT publications will inform part-time faculty of the availability of course outlines.

APPENDIX C

INSTRUCTIONAL CALENDAR

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

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

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

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

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

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

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

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

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

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

The holiday will be the observed Memorial Day.

C.4 Summer Quarter. The first day of instruction will be the second Monday after the end of Spring Quarter. The Quarter will be eight weeks long.

The holiday will be the observed July 4th holiday.

APPENDIX D

REDUCTION-IN-FORCE OF FULL-TIME ACADEMIC EMPLOYEES

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

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

D.2 Classification of Academic Employees Under Program Units.

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

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

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

D.3 Classification and Assignment Disputes.

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

4. The basis for the claims in sub-section (3).

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

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

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

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

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

District allocation model.

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

D.6 Recall Rights.

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

- c. Any academic employee on lay-off status or leave because of a reduction-in-force who earns a Master's degree or its equivalent in a discipline included within a program unit under which he or she has not previously been classified, and who meets the qualification for vocational certification if applicable, shall be promptly classified under such program unit, within the three-program limitation pursuant to D.2c.
- d. Any academic employee laid off pursuant to this procedure shall be entitled to all benefits pursuant to Public Employees Benefits Board (or its successor(s)) rules and regulations, subject to any changes or amendments by said Board.

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

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

ATTACHMENT A (To Appendix D)

INDEX OF PROGRAM UNITS

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

| | | | |
|-----|---|-----|------------------------------------|
| DSN | Engineering Design Technology | | Software Testing |
| ECO | Economics | | Web Design |
| ECT | Heating, Air Conditioning and Refrigeration Design Technology | | Web Development |
| EET | Electronics Technology | ITP | Interpreter Training |
| | Bio-Medical | JPN | Japanese |
| | Industrial Power | JRN | Journalism |
| | Telecommunications | LFS | Life Sciences |
| EGR | Engineering – Transfer | | Health |
| ENG | English | | Biology |
| | College English | | Botany |
| | Developmental English | | Microbiology |
| EMT | Emergency Medical Technician | | Nutrition |
| EPT | Industrial Power Control Technology | | Physiology and Anatomy |
| ESL | English As A Second Language | | Zoology |
| | College - Prep | LHO | Landscape and Horticulture |
| | ESL | LIB | Library Research |
| FAM | Family Life-Parent/Senior Adult Education | MAT | Mathematics |
| | Parent Education Co-op | | Applied |
| | Senior Adult | | Developmental Math |
| FRE | French | MGO | Mathematics |
| GEG | Geography | MTS | Marine Deck Technology |
| GER | German | MUS | Marine Engineering |
| GEN | Gender & Women Studies | | Music |
| HIN | Watch Technology | | Choral |
| HIS | History | | Instrumental |
| HOS | Hospitality/Culinary Arts | NUR | Nursing |
| | Baking | | Associate Degree Nursing |
| | Culinary | | Licensed Practical |
| | Hospitality Service | OPH | The School of Opticianary |
| | Hospitality Management (Hotel/Rest.) | PEC | Physical Education |
| HUM | Humanities | PHA | Pharmacy Technician |
| IFS | Industrial First Aid | PHI | Philosophy |
| IMT | Industrial Machining Technology | PHO | Photography/Commercial Photography |
| INE | International Educator | PHS | Physical Science |
| ISP | International Studies | | Astronomy |
| ITC | Information Technology | | Chemistry |
| | Application Support | | Physics |
| | CISCO | | Oceanography |
| | Computer Information Systems | | Science |
| | Database Administration | | Geology |
| | Forensics | | Meteorology |
| | General Computing | | Environmental Sciences |
| | Help Desk | POL | Political Science |
| | Network Technology | PSY | Psychology |
| | Network Design & Administration | PUB | Publishing Arts |
| | Programming | RCP | Respiratory Care |
| | Security | RES | Real Estate |
| | Software ENG | RUS | Russian |
| | | SHS | Social and Human Services |

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

Seattle Vocational Institute

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

APPENDIX E

**DISTRICT PERSONNEL POLICY RELATING TO
SPECIAL CONTRACT FACULTY MEMBERS
EMPLOYED IN ALL SPECIAL PROGRAMS**

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

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

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

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

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

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

The fact that the budget provisions of a special contract contain funds for fringe benefits does not imply that all those employed under the contract automatically become eligible for all fringe benefits offered by the District to continuing employees.

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

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

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

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

APPENDIX F

COMMUNITY AND CONTRACT SERVICE SALARY PLANS

F.1 Community Service Courses.

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

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

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

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

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

- d. Annual Review: There will be an annual review of the community service/leisure-time program and copies of the review will be

provided to the SCCFT no later than November 1 each year.

F.2 Contract Service Courses.

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

APPENDIX G

**SPECIAL PROVISIONS RELATING TO
SEATTLE VOCATIONAL INSTITUTE**

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

G.1 Instructional Year.

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

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

- f. Summer school appointments will depend upon enrollment and upon the judgment and decision of appropriate College administrators. Low enrollments may result in the cancellation of courses or programs and the subsequent termination of the related faculty appointments.
- g. Summer school assignments will be rotated equitably among all regularly contracted full-time faculty and part-time faculty placed on the priority hiring list who wish assignments and who are qualified for positions available. So that all faculty within the

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

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

G.2 Weekly Workload. The weekly workload for all programs at Seattle Vocational Institute shall be 25 contact hours per week.

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

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

G.4 Instructional Calendar.

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

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

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

G.5 Reduction-in-Force Program Units.

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

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

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

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

APPENDIX H

INTENSIVE ENGLISH PROGRAMS

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

The following provisions do not apply:

- a. Article 4 - SALARY AND RATES OF PAY
4.1, 4.3, 4.4, 4.5 & 4.7
- b. Article 5 - FRINGE BENEFITS
5.10, 5.11, & 5.12
- c. Article 6 - PERSONNEL POLICIES
6.5e, 6.10
- d. Article 7 - TENURE PROVISIONS
- e. Article 8 - DISMISSAL
8.2, 8.3, 8.4, 8.5 & 8.6
- f. Article 9 – SENIORITY
9.1
- g. Article 11 - OPERATIONAL POLICIES
11.1, 11.3 & 11.6
- h. Article 13 - CURRICULUM DEVELOPMENT
- i. Article 14 - PROFESSIONAL DEVELOPMENT

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

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

H.2 Contract Year. For 2004-2005 and thereafter, the contract year will consist of 200 calendar days, or the equivalent, at least 7 of which will be non-instructional. Fall, Winter and Spring Quarters will be ten (10) weeks long; Summer Quarter will be accelerated to eight (8) weeks. Holidays will be observed as established in the SCCD Instructional Calendar (Appendix C).

H.3 Workload. The weekly workload will be twenty (20) contact hours. The weekly workload for Summer Quarter will be twenty-five (25) contact hours. Based on, but not limited to, individual faculty capabilities, considerations of student needs, facilities, budget, state

guidelines and long-range plans, the unit administrator, in conjunction with the unit faculty who choose to be involved, shall cooperatively develop schedules of student load, class size, and all other matters relevant to classroom instruction.

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

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

Summer contractual workload for CORE faculty will be calculated by multiplying the 49 calendar days, or equivalent, by 75%, the summer workload:

$$49 \times 75\% = 36.75 \text{ days of effort @ } 100\%$$

H.4 Salary Placement of Intensive English Faculty Members. All Intensive English faculty shall be placed in the Intensive English salary schedule within thirty (30) days of their employment and in accordance with the following principles.

- a. Core faculty are defined as those who are assigned 76% or more of the normal weekly workload, for a minimum of eight weeks. Faculty in this category are paid according to the core salary schedule prorated from a range of 76-100%.
- b. Hours taught in this program will not be used for calculation of weekly workload for pro-rata pay in other programs, nor will hours taught in other programs apply to this program.
- c. Faculty who do not meet the criteria for core faculty are part-time. Faculty in this category are paid according to the part-time salary schedule. Part-time faculty will be eligible for priority hiring within this program based on Article 10.7.
- d. Such placement will be observed throughout their employment and as long as the program is operated by the District or any of its sub-units. Intensive English faculty members are automatically members of the collective bargaining unit during their period of employment.

H.5 Contract. Core faculty will be employed under a yearly contract and will be provided a written contract describing the terms and

conditions of their employment with the District. Core faculty will perform the professional obligations of full-time faculty.

Core faculty employment does not confer a vested right to continued employment. However, if enrollment allows, the core faculty member who is in his/her fourth or subsequent year of continuous employment as a full-time core faculty member will be tendered a new contract unless there is cause.

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

a. If the contract is to be non-renewed for the following year, the faculty member will be notified at least one full quarter before the expiration of the contract, except as described below:

1. In the event of non-renewal the following process will be implemented: Non-renewal shall be initiated by a letter from the appropriate vice president to the faculty member informing him/her of the non-renewal. This letter shall detail the reason or reasons and shall set the time and date for an informal meeting between the affected individual, the unit administrator, and the vice president. This meeting shall be held within ten (10) working days of receipt of the above-referenced letter. The core faculty member will be given the opportunity at this meeting to present oral and written materials and to discuss in detail the questions of non-renewal.
2. The vice president shall issue in writing his/her decision to the affected member within ten (10) working days of the meeting. The affected core faculty member shall be deemed to have accepted this decision unless written notice of appeal is received by the applicable campus vice chancellor/president within ten (10) working days from receipt of the vice president's decision.
3. The vice chancellor/president shall set the date for an informal hearing within fifteen (15) working days of receipt of the appeal. The vice chancellor/president shall conduct such informal hearing in accordance with the provisions of RCW 34.05 as now or hereafter amended. At this hearing both the affected core faculty member and the vice president or designee shall be given opportunity to present oral and written

materials regarding the decision for non-renewal of the core faculty member. The vice chancellor/president's decision, which is final for all purposes and is not grievable nor arbitrable, shall be issued within ten (10) working days of completion of the hearing process. The effective date of non-renewal shall be the end of the current contract year.

b. If the core faculty member is to be dismissed for cause before the expiration of his/her contract for reasons identified in Article 8.1, the faculty member will be entitled to appropriate due process.

H.6 Salary Schedules, Placement and Advancement.

a. Core faculty salary schedule from Schedule A1.

1. Salary Schedule, see Appendix A.1.
2. Placement, see Appendix A.2.
3. Advancement, see Appendix A.3.

b. Calculation of CORE salary for contract year.

1. Placement on Schedule A.1 will compensate Core faculty for 193 instructional days, or the equivalent, and seven (7) non-instructional days in 2004-2005 and thereafter. For Fall, Winter and Spring, the weekly workload will be 20 hours per week (100%) for ten (10) weeks; for Summer, the weekly workload will be 18.75 hours per week (75%) for eight (8) weeks.

2. The 193 instructional days will be determined as follows:

Fall Quarter – 47 days
Winter Quarter – 48 days
Spring Quarter – 49 days
Summer Quarter – 49 days

3. Salary will be calculated as follows:

i) Summer Quarter:

$$\frac{\text{Annual Salary}}{172 \text{ contract days}} \times 49 \text{ days} \times 75\% = \text{Summer Salary}$$

ii) Fall, Winter, and Spring Quarters:

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

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

iii) The combined total of (i) and (ii), the annual salary, will be paid in twenty-four (24) equal installments.

c. Part-time instructional salary rate from Schedule B1.

1. Salary Schedule, see Appendix B.1.
2. Placement, see Appendix B.2.
3. Advancement, see Appendix B.3.

Part-time Pay Calculation: Calculation for part-time pay is based on the quarterly rate (according to step placement) multiplied by the quarterly percent of full-time multiplied by the parity factor multiplied by the ten-week quarter length adjustment.

Calculation: Quarterly Rate (Column C) x Parity Factor (see Column D) x per cent of workload x 89.1% (quarter-length adjustment) = quarterly pay. Percent of full-time is based on weekly workloads as a portion of a full-time weekly workload in accordance with Appendix H.3.

d. Part-time non-instructional rate - \$12.00 per hour.

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

The method of compensation for faculty who are substituting in any one continuous assignment for faculty on leave will be at the appropriate hourly rate according to the faculty member's step placement multiplied by the number of contact hours up to a period equal to 20% of the course contact hours. For periods of replacement beyond 20% of the course contact hours, compensation will be based on the quarterly rate multiplied by the

parity factor multiplied by the percent of full-time workload multiplied by the quarter-length adjustment (89.1%). Substitute or replacement hours for periods of less than eight weeks for any one continuous assignment do not apply toward pro-rata pay.

f. When the Legislature appropriates an increase to the full-time salary schedule in Appendix A, the core salary schedule will be increased by the same percentage and effective at the same time.

g. When the Legislature appropriates an increase to the part-time salary schedule in Appendix B, the part-time salary schedule will be increased by the same percentage and effective at the same time.

H.7 Fringe Benefits. Intensive English core faculty are eligible for fringe benefits in accordance with Article 5 in the Agreement from the date of their employment as noted in H.1.

Percentage of full-time calculation for determination of benefit eligibility will be based upon actual Intensive English quarters (10 weeks), not the regular college quarter duration.

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

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

If core faculty are to be affected by program termination or curtailment, the SCCFT will be consulted and provided with the factual basis for the decision. After consultation, the faculty will receive notification thirty (30) working days prior to the termination date. All such faculty will have recall rights if the positions are reopened within twenty-four (24) calendar months.

H.9 Faculty Evaluation. Core faculty will conduct quarterly student evaluations. One anonymous evaluation each year will be supervised by the administration and the results given to the unit administrator as well as the faculty member. Part-time faculty evaluations will follow the basic agreement with the SCCFT (Sections 10.7 and 10.8).

H.10 Seniority. For all such purposes as relevant, seniority of Intensive English faculty members shall be calculated in this specific program. Intensive English faculty shall not be placed on any District-

wide seniority list.

H.11 Curriculum and Faculty Development. Curriculum and Faculty Development will be funded from IEL programs.

H.12 Released Time for Professional Activities. See Article 10.2 and Article 14.7.

APPENDIX I

DISTANCE LEARNING COURSES

I.1 Scope. Distance learning courses are those in which instruction and instructional materials are delivered to the student with a minimum of or no direct classroom contact. The following categories and definitions shall apply:

- a. Correspondence Study: Courses taught in an independent study mode through printed materials with the dominant mode of contact between instructor and student being U.S. mail and telephone. Communication may be supplemented by e-mail. The instructor of record does not need to be available for student contact at a scheduled time. Instruction may be supplemented by audiotape or videotape. No online component shall be required of the instructor. Open rather than quarterly enrollment.
- b. Provisional Telecourse: A course taught with licensed broadcast video and producer-printed material whose enrollment has not reached the threshold for Regular Telecourses (see section 1.10 below). The instructor does not need to be available for student contact at a scheduled time. The dominant mode of contact between instructor and student will be U.S. mail and telephone. No online component shall be required of the instructor. Quarterly enrollment.
- c. Regular Telecourse: A course taught with licensed broadcast video and printed material that may be supplemented with additional assignments created by the instructor. The instructor will be available to students at scheduled times; however, the dominant mode of contact between instructor and student will be U.S. mail, telephone, or electronic mail. No onsite scheduled office hours shall be required of the instructor. No online component shall be required of the instructor. Quarterly enrollment.
- d. Online Course: A course with materials presented primarily online. An Online Course has no direct onsite classroom contact or a maximum of three hours of such contact. The instructor will be available to students at scheduled times. No onsite scheduled office hours shall be required of the instructor. Primary mode of contact between instructor and student will be online. Online classes will have a maximum required enrollment of 25 students per section.
- e. Interactive Electronic Course: A course taught synchronously at different sites connected by electronic media through which students and instructor can communicate. Responsibilities of the

instructor will be the same as for courses taught in a regular classroom.

I.2 Curriculum Development Compensation. The faculty and Administration may individually negotiate a stipend of a minimum of \$1,000 to develop or \$600 to revise distance learning instructional materials, including workbooks or instructional packets, syllabi, course descriptions/outlines, and other materials as agreed upon. Ownership of instructional materials is described in Article 13.4.

I.3 Professional Development. If it becomes necessary for a full-time or part-time priority-hiring-list faculty member to teach an Online Course in order to meet a full-time load requirement or a part-time priority-hiring-list assignment, the District will provide professional development in conducting Online Courses on the first assignment of such a course.

I.4 Curriculum Review. Adaptation of a course from one category to another (e.g., from Correspondence to Online or from classroom-based to distance modes) should be undertaken only after agreement for such development has been made with the appropriate administrators. Distance learning courses are subject to the same curriculum review as regular classes in the discipline and may be subject to additional reviews as criteria for distance learning are developed.

I.5 Integration of Distance Learning Appendix with other Agreement Provisions. Contract provisions for Regular Telecourses (I.1.c) Online Courses (I.1.d), and Interactive Electronic Courses (I.1.e) shall be the same as those for all other courses. Contract provisions for Correspondence Study (I.1.a) and Provisional Telecourses (I.1.b) shall be the same except for the provisions described in the following sections.

I.6 Faculty Salary. Instructors responsible for the students enrolled in Correspondence Study or in a Provisional Telecourse shall be paid at the base rate of \$23.88 per quarterly credit hour for each student enrolled in the course up to 35 enrollees. One half of the per-student fee will be calculated based on tenth-day equivalent enrollment and paid at the next pay period. The remainder of the per-student fees shall be calculated based on the number of students enrolled on the day following the last day students may withdraw with a refund, and this amount will be paid at the end of the quarter. When the Legislature appropriates an increase to the part-time faculty salary, the base rate for distance learning will be increased by the same percentage.

I.7 Salary Credits for Movement on the Part-Time Salary Schedule. Experience credits for instructors of record for Correspondence Study or Provisional Telecourses shall be calculated at the rate of one-fifth of

an hour per quarterly credit hour for each student enrolled as of the tenth day. To calculate the earned experience credits, use the following formula:

one-fifth x number of credit hours x number of students

e.g., $1/5 \times 5$ credit hours x 10 students = 10 experience hours earned

I.8 Workload.

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

I.9 Priority Hire. Credit toward eligibility for the priority-hiring list will not accrue when teaching Correspondence Study or Provisional Telecourses.

I.10 Movement of a Course from Provisional to Regular Telecourse Category. A course designated as Provisional shall move to the Regular Telecourse category when it has achieved a minimum enrollment of 22 students at the tenth day for three out of four quarters. By joint agreement of the administrator and the faculty member, the course can be run as a provisional course after meeting the requirements to move to regular status. The SCCFT shall be informed of any such agreement. When a course first moves to the Regular

Telecourse category, instructors who have developed and taught the Provisional Telecourse shall receive a developmental cost reimbursement of \$1,000.

I.11 District Distance Learning Committee. The District and SCCFT share a mutual interest in providing the highest quality learning opportunities to the widest possible range of students. The District and SCCFT seek to provide leadership and innovation in meeting the distance education needs of students from diverse populations consistent with the mission of the District.

The District Distance Learning Committee (see Article 12) will consist of four faculty and four administrators, including the Chair. The chair of the committee will be the Vice Chancellor for Distance Learning or designee. This appointment should not be construed as precedent setting for the selection of chairs of other joint committees.

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

Committee minutes, recommendations and reports of the DDLC will be sent to the District Chancellor and the SCCFT.

APPENDIX J

NEGOTIATIONS PROCEDURES

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

J.1 Negotiating Teams.

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

J.2 Meetings.

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

J.3 Meeting Procedures.

- a. Agenda: The agenda for the first session shall be agreed to by the two chief negotiators in advance, and the agenda for each subsequent meeting shall be agreed to at the conclusion of the current session.
- b. Caucuses: The chief negotiator of either party may declare a caucus at any time to allow either or both teams to discuss matters related to the meeting. Teams are encouraged to keep caucuses brief.
- c. Termination of Meetings: Either chief negotiator may terminate any meeting at any time.

- d. Cancellations of Meetings: Under unusual circumstances, it may be necessary to cancel scheduled meetings. In such cases the chief negotiators shall be responsible for notifying their respective teams. Cancellations of meetings should be kept to a minimum.
- e. Conduct in Meetings: Each side will treat the other with respect and courtesy.

J.4 Communications.

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

J.5 Ratification Procedures.

- a. Tentative Agreement: When an agreement has been developed through negotiations, the chief negotiator of each party shall indicate tentative acceptance to their respective constituency. When tentative agreement is signified by the chief negotiator, all members of that negotiations team are bound to concur with said recommendation for ratification.
- b. Ratification: The teams shall present the document to their respective parties for approval.

J.6 Mediation Procedures.

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

LETTER OF UNDERSTANDING

DEVELOPMENT OF EVALUATION GUIDELINES

This letter of understanding is between the Seattle Community College District VI (District) and the Seattle Community Colleges Federation of Teachers (SCCFT) and relates to the development of evaluation guidelines of part-time faculty seeking priority hiring status per Article 10.7a:

Consistent with the Affirmative Action Plan of the District, part-time faculty who have been employed at an average of 50% time or more for nine (9) of the last twelve (12) quarter (excluding summer quarter), and who have received satisfactory evaluations which will include student and administrative evaluations and may include peer observations, shall be placed upon a department/division priority employment list. Evaluation guidelines will be developed by the Agreement/Management Committee.

Role of Administrator

We underscore the distinction between faculty peer observation and administrative evaluation of part-time faculty. Administrative evaluation will be conducted by the unit administrator (usually the associate dean of a division), and should include classroom observation, written evaluation based upon previously determined criteria, discussion with the faculty member, and response and signature of the faculty member verifying knowledge of the evaluation's contents. The signature does not confer a faculty member's agreement with its contents. After review of the evaluation, if the administrator feels that the faculty member's evaluation is unsatisfactory, an improvement plan may be devised that includes peer observation and mentoring by faculty colleagues.

Timeline

It is the intent of the SCCD administration to conduct evaluations of non-priority faculty as early as possible in a faculty member's employment by an SCCD instructional unit. Administrative evaluation will occur before the beginning of the seventh quarter within the nine (9) out of (12) quarter sequence outlined in Article 10.7a.

Whether it be administrative evaluation or peer observation, both the evaluator/observer and the faculty member will set the date(s) of the observation and any follow-up meetings. The unit administrator reserves the right to conduct more than one administrative evaluation per quarter. However, if more than two evaluations are conducted

within the quarter, a written explanation will be provided to the faculty member.

Criteria

Each department should determine specific criteria to be met by part-time faculty. Establishment of these criteria should include input from full and part-time faculty and the unit administrator. These criteria will be provided by the unit administrator to each new part-time faculty hired.

LETTER OF UNDERSTANDING

LAB/LECTURE MIX

To allow part-time faculty assigned a lab/lecture mix the opportunity to also accept a lecture class, the SCCFT and Administration agree to raise the workload eligibility for pro-rata pay from 67% to 78% under the following conditions:

- The workload for the lab/lecture course mix shall not exceed 18 contact hours.
- The workload for the lecture course shall not exceed 15 contact hours.

LETTER OF UNDERSTANDING

ONE-ON-ONE MUSIC LESSONS

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

1. Individual music lesson instructors will be paid \$200 per quarter, per credit for one ½ hour lesson per week, or the amount currently in effect as of Spring quarter 2002 (whichever is greater) with the addition of benefits, subject to the Agreement, except as in item 2, below.
2. Faculty workload, for benefit purposes will be calculated as a function of instructional hours, on a 30 hour workload base, (e.g: 20 students at 1/2 hour per week, per student = 10 hrs. per week = $10/30 = .33333$. Alternatively, 10 students at 1 hr per week, per student = 10 hrs. per week = $10/30 = .33333$ workload.) Workload will apply toward benefits, but not toward the pro-rata threshold. For movement on the part-time salary schedule, each credit equals to 2.75 hours.

LETTER OF UNDERSTANDING

PART-TIME LIBRARIANS

According to the Seattle Community College District/Seattle Community Colleges Federation of Teachers Agreement, compensation for part-time librarians and counselors will be based on a 30 hour workload except when they are assigned to teach a class, in which case they will be paid according to the established workload as determined in Article 11.3 (Appendix B.7.b).

Part-time librarians may be called upon to do workshops and classroom lectures sporadically throughout the quarter. The workshops are equivalent in instructional duties to lecture courses and thus, in accordance with Appendix B.7.c, should be paid based on a 15 hour workload. However, issuing a new ENSRC for each new workshop assignment is quite burdensome for personnel, and results in frequent, but small stipends for faculty.

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

Librarians and counselors will be paid at the appropriate parity factor (B.5a & b) established for a 30-hour workload except when they are assigned to teach a class or workshop, in which case they will be paid according to the established workload as determined in Article 11.3, on a 15 hour workload. Payment will be made at the end of each quarter.

MEMORANDUM OF UNDERSTANDING

Full-time Faculty Increments 2006-2007

The District and the SCCFT agree that 2006-2007 increments will be funded as follows:

1. The available funds (legislative funding of \$96,200, less payroll taxes and cost of benefits, and turnover savings of \$48,683) will be used to provide a partial step increase for all full-time faculty with earned increments.
2. The following calculation was used to determine the amount of the partial step increase:

Increment funding + turnover dollars = amount paid per faculty
FT faculty with at least one (1) earned increment

The above partial step movement is retroactive to July 1, 2006 and is in effect for 2006-2007.

Faculty will be notified by the District of their placement and number of earned increments.

Banked increments, including partial increments, will be carried forward and be addressed under conditions of a successor agreement.

MEMORANDUM OF UNDERSTANDING

Joint Committees

The SCCD and SCCFT will establish the following task forces with these respective charges:

1. Task force on collaborative governance
 - Review models of collaborative governance in other colleges and public agencies.
 - Make recommendations to the District Chancellor and SCCFT President for appropriate model by December 2008.
2. Task force on technology
 - Examine current technology practices at the District and College levels.
 - Examine best practices at comparable institutions and from the 2003 SCCC consultant report.
 - Make recommendations to the District Chancellor and SCCFT President regarding the most efficacious integration of technology into academics by December 2008.
3. Task force on workload
 - Examine workload issues across the District, including differences in workload by instructional categories and efficient capturing of FTE's.
 - Address ABE-ESL as a pilot project for workload equalization.
 - Address coding changes that could more accurately capture workload (e.g.: instructor-driven and instructor-assisted).
 - Submit recommendations the District Chancellor and SCCFT President by December 2008.

The task forces will be comprised of equal numbers of faculty and administrators with eight members for each task force. Faculty representatives will be selected by the SCCFT; administrative representatives by the SCCD administration. The task forces will remain in existence until the end of this contract period or until they agree that their work is finished, whichever comes first.

The implementation of the provisions in this agreement are contingent upon ratification by the SCCFT of the 2007-2010 collective bargaining agreement and approval by the SCCD Board of Trustees.

MEMORANDUM OF UNDERSTANDING

Equity Match for Part-time Faculty 2006-07

The District and the SCCFT agree that the District will make a 50% match for the 2006-2007 academic year in the amount of \$130,600.

The Equity Matching funds will be applied to the part-time faculty salary schedule by increasing the parity factor for those in 15, 18, and 20-hour programs, and for all part-time faculty in 25 hour or 30 hour programs hired since January 1, 2000.

Part-time self-support programs will be increased by the same percentage and effective at the same time.

The above Equity Match increase is retroactive to July 1, 2006.

Faculty will receive the retroactive pay no later than July 10, 2007.

The implementation of the provisions in this agreement are contingent upon ratification by the SCCFT of the 2007-2010 collective bargaining agreement and approval by the SCCD Board of Trustees.

INDEX

| | <u>Page</u> |
|--|-------------|
| Academic Employee | 1 |
| Academic Freedom and Faculty Rights | 28 |
| Accident Leave | 14 |
| Affirmative Action | 26 |
| Agency Shop..... | 2 |
| Agreement Conditions and Duration | 59 |
| Agreement Management Committee | 4 |
| Anonymous Student Evaluations | |
| Part-Time Faculty | 45 |
| Attendance Incentive Program | 12 |
| Budget Development | 51 |
| Certification Requirements..... | 55 |
| Community and Contract Service | 84 |
| Community Service Courses..... | 84 |
| Compensation for Canceled Classes..... | 42 |
| Complaints | 22 |
| Contact Hours | 47 |
| Contract Service Courses | 85 |
| Copies of Board Materials..... | 3 |
| Correspondence Study | 96 |
| Counselor Assignments | 46 |
| Course Cancellation Factors..... | 48 |
| Course Outline – Distribution to New Part-time Faculty | 70 |
| Curriculum Development | 52 |
| Award of Curriculum Grants | 52 |
| Curriculum Approval/Review Process | 52 |
| Curriculum Projects..... | 52 |
| Ownership of Instructional Materials | 53 |
| Definitions | |
| Administrative Appointment..... | 33 |
| Appointing Authority | 33 |
| Faculty Appointment..... | 33 |
| Faculty Peer | 33 |
| Full-time Faculty | 5 |
| Lecturers..... | 5 |
| Part-time Faculty | 5 |
| Probationary Faculty Appointment | 33 |
| Probationer | 33 |
| Pro-rata Part-time Faculty | 5 |
| Regular College Year | 5 |
| Tenure | 33 |
| Tenure Review Committee | 33 |
| Unit | 33 |
| Discipline..... | 23 |

| | |
|---|------|
| Dismissal of Tenured Faculty..... | 37 |
| Exclusion | 41 |
| Formal Hearing..... | 39 |
| Hearing Committee..... | 38 |
| Preliminary Proceeding | 39 |
| Reasons | 37 |
| Reduction-in-Force | 41 |
| Distance Learning Committee..... | 99 |
| Distance Learning Courses..... | 96 |
| Distribution of Agreement | 3 |
| District Publications..... | 42 |
| District/SCCFT Relations | 4 |
| Emergency Replacement of Unit Administrator | 31 |
| Emeritus Faculty | 20 |
| Evaluation of Faculty and Programs | 29 |
| Anonymous Student Evaluation | 29 |
| Post-Tenure..... | 29 |
| Priority Hire – Development of Evaluation Guidelines..... | 103 |
| Faculty Appointments | 6 |
| Faculty Development Program..... | 54 |
| Coordinator, District..... | 54 |
| Structure/Committees..... | 55 |
| Faculty Identification Cards..... | 32 |
| Faculty Program Coordinators | 8 |
| Duties | 8 |
| Purpose | 8 |
| Selection..... | 8, 9 |
| Family and Medical Leave..... | 15 |
| Family Leave | 14 |
| Fringe Benefits..... | 10 |
| Definitions and Eligibility | 10 |
| Intensive English Faculty..... | 94 |
| Full-time Faculty Salary Provisions | 62 |
| Advancement..... | 63 |
| Increment Eligibility Activities | 64 |
| Initial Placement | 63 |
| Peer Observation Stipend | 65 |
| Government Service Leave | 14 |
| Grievance Procedure | 55 |
| Arbitration | 58 |
| Failure to File an Answer..... | 57 |
| Level One | 57 |
| Level Three..... | 58 |
| Level Two | 57 |
| Lowest possible Level | 57 |
| Protection of Participants..... | 59 |
| Timeliness | 56 |
| Health and Safety | 23 |
| Hold Harmless Clause | 52 |

| | |
|--|-----|
| Identification Cards | 32 |
| Initial Placement..... | 8 |
| Full-time Faculty | 8 |
| Part-time Faculty | 69 |
| Instructional Activity Report..... | 3 |
| Instructional Calendar | 71 |
| Instructional Day | 46 |
| Instructional Year | 45 |
| Insurance Programs | 18 |
| Intensive English Programs | 89 |
| Contract..... | 90 |
| Contract Year | 89 |
| Curtailment or Termination | 94 |
| Faculty Evaluation | 94 |
| Fringe Benefits | 94 |
| Instructional Days | 92 |
| Salary Placement | 90 |
| Salary Schedules, Placement and Advancement..... | 92 |
| Seniority..... | 94 |
| Summer Quarter..... | 90 |
| Workload | 89 |
| Interactive Electronic Course | 96 |
| Joint Committees | 50 |
| Jury Duty Leave | 14 |
| Leave | |
| Accident Leave | 14 |
| Bereavement..... | 10 |
| Eligibility | 10 |
| Emergency..... | 10 |
| Family Leave | 14 |
| Full-time faculty | 11 |
| Illness..... | 10 |
| Jury Duty Leave..... | 14 |
| Leave of Absence Without Pay | 15 |
| Part-time faculty..... | 11 |
| Personal Leave | 13 |
| Professional Leaves | 16 |
| Replacements for Personnel on Leave | 18 |
| Status Upon Return From Leave..... | 18 |
| Transferability – Part-time Faculty | 12 |
| Leave of Absence Without Pay | 15 |
| Letter of Understanding | |
| Development of Evaluation Guidelines..... | 103 |
| Lab/Lecture Mix | 105 |
| One-on-One Music Lessons..... | 106 |
| Part-time Librarians | 107 |
| Letters of Understanding | 103 |
| Librarian Assignments | 46 |
| Memorandum of Understanding | |

| | |
|--|-----|
| Equity Match for Part-time Faculty 2006-2007 | 110 |
| Full-time Faculty Increments 2006-2007 | 108 |
| Joint Committees..... | 109 |
| Movement on Salary Schedule | 8 |
| Negotiations Procedures..... | 100 |
| Non-Discrimination..... | 2 |
| Non-Instructional Days..... | 46 |
| Non-Tenure Track Faculty Appointments | 6 |
| Office Hours..... | 48 |
| Office Space | 4 |
| Online Course | 96 |
| Operational Policies | 45 |
| Course Cancellation | 48 |
| Instructional Day..... | 46 |
| Instructional Year..... | 45 |
| Office Hours..... | 48 |
| Travel Reimbursement | 48 |
| Weekly Workload..... | 47 |
| Parity Factors | 68 |
| Parking | 19 |
| Part-Time Faculty Provisions | 42 |
| Anonymous Student Evaluations..... | 45 |
| Availability for Student Consultation | 45 |
| Compensation for Canceled Classes | 42 |
| District Publications | 42 |
| Priority Hiring List | 43 |
| Released Time | 42 |
| Service Awards..... | 43 |
| Two-Quarter Contracts | 43 |
| Vocational First Aid Courses | 42 |
| Part-time Faculty Salary Provisions | 66 |
| Additional Pay Stipulations | 68 |
| Advancement..... | 66 |
| Equity Movement..... | 67 |
| Increment Eligibility Activities | 68 |
| Initial Placement | 69 |
| Parity Factors | 68 |
| Payroll Deduction..... | 2 |
| Peer Observation Stipend | 26 |
| Peer Observers | 26 |
| Performance Review..... | 29 |
| Performing Arts | 52 |
| Personal Leave | 13 |
| Personnel Files | 21 |
| Personnel Policies..... | 21 |
| Policy Development And Implementation | 49 |
| Post Tenure Evaluation..... | 29 |
| Preamble..... | 1 |
| Priority Hire List | |

| | |
|--|----|
| The Qualifying List..... | 43 |
| Priority Hiring List..... | 43 |
| District Publications..... | 42 |
| Professional Development..... | 53 |
| Professional Leaves..... | 16 |
| Professional Obligations..... | 27 |
| Program Review..... | 30 |
| Program Units..... | 78 |
| Provisional Telecourse..... | 96 |
| Provisions – Seattle Vocational Institute..... | 86 |
| Instructional Calendar..... | 87 |
| Instructional Year..... | 86 |
| Part-time Faculty Salary Schedule..... | 87 |
| Program Units..... | 87 |
| Transfer..... | 88 |
| Weekly Workload..... | 87 |
| Quarterly Roster..... | 3 |
| Recognition..... | 2 |
| Reduction-in-Force..... | 73 |
| Regular Telecourse..... | 96 |
| Released Time..... | 4 |
| Faculty Program Coordinator..... | 54 |
| Part-Time Faculty..... | 42 |
| Professional Activities..... | 55 |
| Replacements for Personnel on Leave..... | 18 |
| Retirement Privileges..... | 20 |
| Retirement Program Options..... | 20 |
| Right of Non-Association..... | 2 |
| Salary and Rates of Pay..... | 5 |
| SCCFT President..... | 4 |
| Secretarial Services..... | 4 |
| Selection of Faculty..... | 24 |
| Full-time..... | 24 |
| Part-time..... | 26 |
| Selection of Unit Administrator..... | 30 |
| Seniority..... | 41 |
| Intensive English Faculty..... | 94 |
| Seniority Date..... | 41 |
| Seniority List..... | 41 |
| Sick Leave Buy Back..... | 12 |
| Special Programs..... | 82 |
| Summer School..... | 9 |
| Appointments..... | 9 |
| Assignments..... | 10 |
| Length..... | 9 |
| Tenure Provisions..... | 32 |
| Administrative Appointment..... | 33 |
| Appointing Authority..... | 33 |
| Evaluation of a Probationer..... | 35 |

| | |
|---|----|
| Exclusion From the Grievance Procedure..... | 37 |
| Faculty Appointment..... | 33 |
| Faculty Peer..... | 33 |
| Functions of Review Committee..... | 34 |
| Other Considerations..... | 37 |
| Probationary Faculty Appointment..... | 33 |
| Probationer..... | 33 |
| Review Committee Reports..... | 36 |
| Review Committee Selection\h..... | 34 |
| Tenure..... | 33 |
| Tenure Review Committee..... | 33 |
| Unit..... | 33 |
| Travel Reimbursement..... | 48 |
| Tuition Waivers..... | 55 |
| Union Rights..... | 2 |
| Use of Bulletin Boards..... | 3 |
| Use of Internal Communication Systems..... | 3 |
| Vacancies and Employee Changes..... | 2 |
| Vacant Full-Time Faculty Positions..... | 25 |
| VEBA..... | 13 |
| Weekly Workload..... | 47 |