Agreement Between
the Board of Trustees of Community
College District VIII
and
Bellevue Community College Association
of Higher Education

September 1, 2007 – August 31, 2009
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Preamble

This agreement is entered into this first day of September, 2007, by and between the Board of Trustees of Community College District VIII, hereinafter called the "Board," and the Bellevue Community College Association of Higher Education, hereinafter called the "Association." Whereas, the Board and the Association have reached agreements which are confirmed in this common pact, therefore, let it be agreed as follows:

The Board and the Association recognize and agree that providing quality education and maintaining high standards of academic excellence for the students and in all facets of the Bellevue Community College Program are mutual goals dependent primarily upon the quality and morale of the professional staff. To that end, the Board of Trustees has adopted specific policies to help implement those goals. The Board and the Association support the Bellevue Community College Cultural Pluralism Policy and encourage all members of the college community to actively participate in activities and programs designed to implement the Policy. The members of the faculty are particularly qualified to assist in formulating policies and to determine educational programs; the Board has the obligation pursuant to RCW 28B.52 to bargain with the Association as the duly recognized representative of all academic employees at Bellevue Community College.

Article One – Definitions

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

B. ADMINISTRATOR
   Any person employed either full or part time by the Community College District and who performs administrative functions for at least fifty percent or more of her/his assignments, and has responsibilities to hire, dismiss, or discipline other employees.

C. APPOINTING AUTHORITY
   The Board of Trustees of Bellevue Community College or its lawfully delegated designee(s).

D. ASSOCIATION
   The Bellevue Community College Association of Higher Education.

E. BARGAINING
   The performance of the mutual obligation of the representatives of the Board and the Association to meet at reasonable times to bargain in good faith with respect to wages, hours, and other terms and conditions of employment and to execute a written agreement incorporating agreements reached if requested by either party.

F. BARGAINING UNIT
   Full-time and part-time faculty members. Administrators and all other employees of the District are excluded.

G. BOARD
   The Board of Trustees of Community College District VIII or its lawfully delegated representatives. Such definition shall also apply to the terms EMPLOYER and DISTRICT.

H. COLLEGE
   Bellevue Community College.

I. COLLEGE PRESIDENT
   The President of Bellevue Community College.

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

Community College District VIII.

L. EFFECTIVE DATE OF RETIREMENT

First (1st) day of the month following a faculty member's last contracted day of work as a tenured faculty member.

M. FACULTY

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

N. FACULTY CATEGORIES

1. Full-time faculty

A faculty member who performs a full load as defined herein for an academic year and is contracted on an annual basis in one of the following categories:

a. TENURED

Full-time annually contracted faculty who are appointed for an indefinite period of time and whose appointment may be revoked only for sufficient cause and by due process as defined by the laws of the state of Washington and this Agreement. With the approval of the Executive Dean, a tenured faculty member may work less than a full load and be paid his/her regular salary prorated.

The BCCAHE will be informed of all requests and their disposition.

b. TENURE CANDIDATE FACULTY

Full-time annually contracted faculty who are appointed for a designated period of time and whose appointment may be terminated without cause upon expiration of the tenure candidate's term of employment, but may not be terminated without cause prior to the expiration of the terms of employment as defined by the laws of the state of Washington and this Agreement.

c. TEMPORARY

i. Full-time faculty members whose appointments are funded by special purpose monies and who are not eligible for tenure under the laws of the state of Washington.

ii. Full-time faculty members who are appointed in cases of sabbatical leave, leave of absence, or emergency and/or unscheduled vacating of a faculty position for such reasons as resignation, retirement, disability, or death where the normal and usual hiring process (Article Ten, Sections I and II) is not feasible. In all such emergency cases, the Board or its designees shall consult with the Association concerning the appropriateness and emergency nature of each appointment prior to any hiring decision. A copy of any contracts issued following such consultation shall be forwarded to the Association.

Temporary appointments are for a designated period of time and carry no promise or expectation of continued employment. Such appointments are not applicable towards tenure.

iii. English Language Institute (ELI) Lead Faculty

a) ELI lead faculty are temporary full-time faculty. The annual contract for ELI Lead Faculty will be 174 days in accordance with Article Eleven, Section I. A.

b) The ELI Lead Faculty and the College understand that the long term success and health of the English Language Institute depends upon conducting classes during all four quarters of the academic year. The College and the ELI Lead Faculty agree to work together when designating annual contract assignments for Summer Quarter to ensure staffing continuity between annually contracted faculty and part-time faculty during the entire Summer Quarter.
c) The College shall provide notice of intent to rehire English Language Institute Lead Faculty no later than April 1 of each year. Rehiring will be contingent upon funding.

d) Layoff during an annual appointment because of elimination or reduction of financing will be based on seniority as defined in Article Seventeen E (Seniority). Employees shall receive a minimum of thirty (30) contractual days' written notice or pay in lieu thereof. This notice shall clearly indicate that the separation is not due to the job performance of the faculty member and shall also indicate the effective date. Article Seventeen G (Recall Rights) shall apply as appropriate.

2. Part-time faculty

a. PART-TIME

A faculty member whose appointment is for a specified period of time and does not meet the full load requirements for an academic year as defined herein. Returning part-time faculty members who are fractionally annually contracted shall suffer no loss in pay, benefits, or other conditions of employment from what previously existed. Such appointment carries with it no promise or expectation of continued employment. Such appointments are not applicable towards tenure.

b. AFFILIATED FACULTY

A part-time faculty member who meets the following criteria for eligibility and who is approved for this status shall be deemed an affiliated faculty. Affiliated faculty will be given first priority, after full-time faculty members and any faculty member on recall, to teach a course or courses in the discipline, field or program (in which affiliated status was granted) which they are qualified to teach and for which full-time faculty are not available or qualified to teach. A reasonable effort shall be made to assign affiliated faculty a quarterly workload sufficient to maintain benefits. It shall be the annual year-end responsibility of the OUAs to identify in writing to the Executive Dean those part-time faculty who qualify for preferential employment, i.e., affiliated status, as per criteria outlined in i, ii, and iii below. In determining eligibility for affiliated status, program chairs and OUAs shall give credit for courses part-time faculty taught at the college prior to the effective date of this agreement.

i. Eligibility

With the exception of part-time faculty who teach in self-support and continuing education programs, part-time faculty members and former tenured faculty members shall be eligible to become affiliated faculty within a specific discipline, field, or program upon compliance with the following:

(a) Completion of at least four (4) consecutive academic years of employment and completion of at least eighty (80) or more credits, or equivalent for non-teaching faculty. Equivalency shall be understood to be 512 annual contract hours (e.g., counseling, library, program coordination). For faculty whose first date of hire is before September 1, 1993, completion of seventy-five (75) or more credits, or equivalent for non-teaching faculty, over five consecutive academic years of employment. Equivalency shall be understood to be 162 annual contract hours (e.g., counseling, library, program coordination). A break in the consecutive academic years may be approved by the Executive Dean under extenuating circumstances. The President of the Association shall be notified within 10 working days of any such agreement.

(b) Completion of student evaluations in no fewer than two courses (10 credits, or equivalent for non-teaching faculty performance, per year for the four consecutive years cited in (a) above). These evaluations shall normally be self-administered under the aegis of the OUA or his/her designee and the results shall be shared with the program chair and valuee. Evaluation under this paragraph is not retroactive.

(c) Recommendation of the faculty member's program chair.

(d) Approval of the program chair's recommendation by the OUA.
ii. Maintenance:

Part-time faculty members awarded affiliated status shall retain this so long as they satisfy the following conditions:

(a) Maintain a minimum of 15 credits, or equivalent for non-teaching faculty, per academic year in his or her discipline, field, or program. All work initially assigned will count toward the annual minimum whether or not the assignment is subsequently cancelled or the affiliated faculty member is bumped. An affiliated faculty member may be awarded a leave of absence upon approval of the appropriate dean. Such approved leave shall not negate affiliated status. Criteria for leaves shall be the same as those for full-time faculty.

(b) Secure student evaluations as outlined above (b.i.b) for at least one course (5 credits), or equivalency for non-teaching faculty, per academic year. The result of the evaluation shall be shared with the program chair and evaluatee. The class(es) to be evaluated will be selected at random.

iii. Removal:

Part-time faculty members awarded affiliated status shall lose this status when one of the following occurs:

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

(b) sufficient cause.

iv. Assignment:

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

v. Affiliated Positions:

The number of affiliated faculty positions per program shall be determined by dividing the total program/department sections available for part-time staffing in the leanest quarter by four and rounding up to the nearest whole number for four (4) or more sections; with less than four (4) sections no affiliated position will be available. For non-teaching programs/departments including Library, Counseling Center, Developmental Labs faculty, the number of affiliated faculty positions per program shall be determined by dividing the total program/department hours available for part-time staffing in the leanest quarter by 385 and rounding to the nearest whole number. With less than 1.00, no affiliated position will be available.

(a) The total number of affiliated faculty positions for each discipline, field, or program shall be determined annually during Spring Quarter; except that, during Fall Quarter 2001 the Counseling Center, Library, and Developmental Labs may determine the total number of affiliated faculty and fill the positions as appropriate.

(b) The total number of affiliated faculty positions for a discipline, field, or program shall take effect at the beginning of Summer Quarter and remain in effect for that academic year.

(c) Part-time faculty who have applied for affiliated status but cannot obtain affiliated status because of the number of available affiliated faculty positions shall maintain their seniority status.

(d) Full-time faculty who retire and apply for affiliated status shall have their seniority determined in the manner described in Article One, Section N.2.b.iv above. They may not displace an existing affiliated faculty, but may move ahead of less senior part-time faculty waiting for an affiliated position to become available in the discipline, field, or program.
(e) The term "leanest quarter" means that quarter (excluding summer) in which the fewest number of sections are available for part-time staffing.

c. COMMUNITY SERVICE

Faculty members who instruct courses delineated as Community Service as approved by the State Board for Community & Technical Colleges and whose compensation is governed by WAC 131-28-025 (3).

O. INDIVIDUAL CONTRACT

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

P. ORGANIZATIONAL UNIT

Arts and Humanities Division, Business Division, Science Division, Social Science Division, Health Science Education Wellness Institute (HSEWI) Counseling Center, and Library Media Center.

Q. OUA – ORGANIZATIONAL UNIT ADMINISTRATOR

R. RETIREMENT SYSTEM

The retirement system in which a faculty member participates includes:

1. "WSTRS I AND II," the Washington State Teachers' Retirement System established by RCW 41.32 and as amended.
2. "TIAA-CREF," the Teachers' Insurance Annuity Association and the College Retirement Equity Fund established by RCW 28B.10.400 and WAC 131-16.
3. "PERS," Public Employees Retirement System I or II established by RCW 41.40 as amended.

S. SICK LEAVE

Sick leave, as defined in the Revised Code of Washington (RCW), is part of Personal Leave as defined in this agreement.

Article Two – Board Recognition

SECTION I – EXCLUSIVE RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent for all faculty members included in the Bargaining Unit.

SECTION II – ADMINISTRATIVE DUTIES

No administrative duties shall be added to any position within the Bargaining Unit which has the effect of removing such position from the Bargaining Unit without mutual agreement with the Association.

Article Three – Bargaining Procedures

SECTION I – BARGAINING

The parties agree to enter into bargaining in accordance with RCW 28B.52 consistent with the terms of this Agreement. Any agreement so bargained shall be reduced to writing and shall be presented to the Board and the Bargaining Unit for their ratification. No such agreement shall be bargained with any employee organization other than the recognized Bargaining Unit for the duration of this Agreement.
A. EXCHANGE OF INFORMATION
The Board agrees to furnish the Association reasonable information needed for developing intelligent, feasible, and constructive proposals on behalf of the faculty.

B. MEETINGS
1. Scheduling
The Chief Negotiator of either party may request a meeting of the two teams at any time subject to the mutual convenience of a majority of members of both sides.

2. Location
Meetings will be held at a location which is mutually satisfactory.

3. Caucuses
Either party may declare a caucus at any time to all her/his team to discuss matters related to the meeting. Both sides are encouraged to keep caucuses brief.

4. Termination of meetings
Either party may terminate any meeting at any time.

5. Cancellation of meetings
Under unusual circumstances, it may be necessary to cancel scheduled meetings. Cancellation of meetings should be kept to a minimum.

SECTION II – COMMUNICATIONS
A. INTEREST-BASED PROBLEM SOLVING
The parties agree to use constructive communication skills and to utilize the principles of interest-based problem solving when seeking agreement on a topic of discussion.

B. PUBLIC ANNOUNCEMENTS
Neither party shall be restricted in any way regarding public announcements. Each party will use prudent judgment regarding such communications so that progress of the bargaining is not jeopardized.

C. PROPOSALS/COUNTERPROPOSALS
Each party reserves the right to add to, delete from or otherwise amend its proposals until tentative agreements are reached. The parties will establish a cutoff date for discussion of new subjects. Thereafter, new subject may only be submitted by agreement of the parties.

D. TENTATIVE AGREEMENTS
Once tentative agreement is reached on a subject, the subject will not be reopened unless by mutual agreement. All agreements reached are tentative and subject to final ratification of the Agreement.

SECTION III – RATIFICATION PROCEDURE
A. FINAL AGREEMENT
Once agreement is reached on a final Agreement each party shall indicate tentative acceptance and recommend ratification to its constituency.

B. BOARD RATIFICATION
The bargaining team representing the Board of Trustees shall present the document to the Board for ratification.

C. ASSOCIATION RATIFICATION
The bargaining team representing the Association shall present the document to the Association for ratification.
SECTION IV – MEDIATION
In the event that an agreement cannot be reached, either party may ask for mediation and/or fact finding as provided by RCW 28B.52.060.

Article Four – Status of the Agreement

SECTION I – STATUS OF THE AGREEMENT

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

B. ENTIRE AGREEMENT
The Agreements expressed herein in writing constitute the entire Agreement between the parties. 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 bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated herein, the Employer and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

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

D. AGREEMENT EFFECTIVE
This Agreement shall become effective as executed by authorized representatives of the Board and the Association.

E. AMENDMENT OF AGREEMENT
This agreement shall only be amended by mutual consent of both parties. Such amendments shall be reduced to writing and ratified by the Board and the Association.

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

G. CHANGES IN CURRENT POLICY
The Board agrees to effect any changes in current policies, rules, or regulations which are in conflict with this Agreement.

SECTION II – CONTRACT COMPLIANCE AND DISTRIBUTION

A. COMPLIANCE OF INDIVIDUAL CONTRACTS
Individual Contracts - All Individual Contracts offered to faculty members by the Board shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
B. DISTRIBUTION OF THE AGREEMENT (TIME, FORMAT, AND AVAILABILITY)

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after this Agreement is signed. Copies of the Agreement will be presented to all full-time members of the Bargaining Unit. Part-time faculty will be informed that they may obtain a copy from the Human Resources Office upon request. Thirty additional copies shall be provided to the Association. All newly-hired full-time faculty members shall be provided a copy of the Agreement by the Human Resources Office upon issuance of their individual contract. A copy of the Agreement shall be available to all applicants for faculty positions for review.

Article Five – Rights of Management

The Employer has the responsibility and authority to manage and direct on behalf of and is held accountable to the public for all operations and activities of Community College District VIII to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

Article Six – Faculty Participation in College Governance

PREAMBLE

It is recognized by the parties that a governance system which provides for the exercise of the professional judgment and expertise of the faculty is desirable for the successful operation of the College. The Association recognizes the right of the Board to establish or modify the policies, procedures, and organizational structures of the College so long as such establishment or modification does not alter or change the terms and conditions of employment as set forth in this Agreement. It is also recognized that faculty shall have opportunity to participate in the development and maintenance of the College as an effective organization. Existing policies adopted by the Board related to Instructional, Student Services, and Library Media matters which impact faculty working conditions and which are not covered by this Agreement shall not be terminated or modified without prior consultation with the Association.

SECTION I – MAINTENANCE OF THE GOVERNANCE SYSTEM

A. GOVERNANCE

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

B. TRANSFERAL OF PROGRAMS BETWEEN AND WITHIN ORGANIZATIONAL UNITS

A program may be moved from an organizational unit to another organizational unit and within organizational units provided that prior consultation with the Program Chairperson (or in the case of non-instructional areas, all faculty impacted) has been accomplished. Announcements of the proposal shall be distributed to each Organizational Unit in a timely manner to allow potentially impacted faculty to consult.

SECTION II – ENABLING ELEMENTS

It is agreed that administrative structures shall provide for faculty involvement and participation in institutional affairs. Such structures include, but are not limited to, the following:

A. COMMITTEES AND TASK FORCES

Faculty membership on standing committees shall be continued. Additional ad hoc committees or new standing committees or task forces providing faculty participation to accomplish institutional objectives will be established as appropriate.
1. Governance Committee

To facilitate faculty participation in college governance activities, a Governance Committee, consisting of representatives from the administration and from the faculty will develop and propose a slate of nominees for the various college committees for subsequent approval, where appropriate and where specified by contractual stipulations, by the presidents of the College and the Association. The Governance Committee will attempt to propose assignments that coincide with faculty interests and expertise to ensure strong faculty participation in college governance. The Committee will also develop a slate that ensures an appropriate level of representation by faculty from the various organizational units.

2. Lists of faculty membership on all committees and task forces shall be provided to the Association annually (Fall Quarter) or upon formation of a committee.

3. The Association President shall be provided an agenda in advance of each meeting of the Educational Services Cabinet.

4. The appointing administrator shall request faculty nominees from the Association President for appointment to College-wide committees and task forces which impact faculty.

B. INSTRUCTIONAL PROGRAM MANAGEMENT

1. Program management configuration is determined by collaboration of the Executive Dean, OUAs, BCCAHE and the affected program faculty.

The collaborative process will include:

   a) A description of the specific plan proposed
   b) The rationale for the plan; and
   c) Input by affected program faculty into the plan.
   d) Labor/Management, after step c. of the process, will meet to discuss specific proposals and issues and make a recommendation to the Executive Dean, who will make the final decision. Individuals involved in the proposed change will not participate in the development of the Labor/Management recommendation.

The BCCAHE president or designee will be included in all steps of the collaborative process.

2. Program management funding

Program Management funding for 2006-07 (Appendix I-1) will continue for 2007-08 with the addition of three (3) sections of release time for the Arts & Humanities organizational unit, five (5) sections of release time for the Sciences organizational unit, and eight-tenths (.8) of a section of release time for the Health Science Education Wellness Institute (HSEWI).

Program Management funding for 2008-09 will be increased by an additional five (5) sections. Distribution of the five (5) sections will be determined by Labor/Management or during the 2008 negotiations.

Three additional release time sections reserved for the Executive Dean shall be allocated in consultation with the BCCAHE President each year.

This provision will be reviewed during full contract negotiations years.

3. Election and appointment

Program Chairpersons are faculty representatives who shall be elected by the full-time faculty from the full-time faculty within a given instructional program. They shall be subsequently appointed to their position by the Organizational Unit Administrator.

4. Term of office

The term of office shall be for three (3) years and the Program Chairperson may be reelected and reappointed.
5. General responsibility

Program Chairpersons are faculty members who represent their peers in matters pertaining to the welfare and progress of their programs. It shall be the responsibility of the Program Chairperson to provide a primary interface between faculty and the Organizational Unit Administrator. Such interface shall include advising and submitting recommendations to the administration regarding any program-related matters deemed appropriate by members of the program. They shall seek the aid and counsel of the faculty members they represent in matters pertaining to the program or organizational unit within which the program operates. See Appendix I for the detailed Program Chair position description.

C. FACULTY PARTICIPATION IN THE DEVELOPMENT AND REVIEW OF PROGRAMS AND POLICIES

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

Faculty, as well as administration, students, and staff, need to ensure that technology decisions, such as purchasing hardware and software, providing training and technical support, offering distance education courses, etc., is an inclusive decision making process. The Labor/Management Committee will be responsible for ensuring participation by representatives of all constituents in technology decisions.

Article Seven – Association Rights

SECTION I – CONTRACT ADMINISTRATION AND PRESIDENTIAL CONSULTATION

A. LABOR/MANAGEMENT COMMITTEE

Representatives of the Association and the College will meet on a mutually agreed upon date, place, and time once every month and on an as-needed basis for the purpose of reviewing the administration of this Agreement in force and attempting to resolve other problems that may arise. These meetings are not intended to bypass the grievance procedure and shall not be used to renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Neither party shall have control over the selection of the representation of the other party. Provided, however, that neither party shall have more than four (4) representatives.

During the 1995-96 academic years, the Labor/Management Committee shall review alternate scheduling models which could (1) provide an open period for meetings; and (2) allow alternative class formats.

B. PRESIDENTIAL CONSULTATION

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

SECTION II – RIGHT TO INFORMATION

A. MINUTES, AGENDA AND RELATED STUDY MATERIALS

The Association shall be furnished seven (7) copies of minutes, agenda, and related study materials at the same time and in the same form as those furnished the public and the Board.

B. ACCESS TO BOARD MEETINGS

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

C. RIGHT TO BOARD POLICIES AND PROCEDURES MANUAL

The Association shall be provided a current copy of the Board of Trustees Policies and Procedures Manual and three (3) copies of the FACT Book and any amendments made thereto.
SECTION III – RIGHT TO FACILITIES

A. MEETING ROOMS
   The Association and its duly authorized representatives shall have the right to the reasonable use of the college's facilities for Association business meetings. No charge shall be made for the Association's use of such facilities, provided no special arrangements or services are required to accommodate the Association's requirements.

B. ASSOCIATION BUSINESS
   Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times, without interrupting previously scheduled activities.

C. USE OF FACILITIES
   The Association shall have the right to the reasonable use of the college's facilities and equipment for Association business, including typewriters, mimeographing machines, other duplicating equipment, calculating equipment, computers, word processors, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. However, the Association will be required to reimburse the college when non-Association employees of the college such as staff personnel are utilized to operate such equipment.

D. POSTING OF ASSOCIATION NOTICES
   The Association shall have the exclusive right to post notices of its activities and matters of Association concern on bulletin boards in accordance with applicable campus regulations and shall have the right to use on-campus distribution services and faculty mailboxes for communication to faculty members.

E. ASSOCIATION OFFICE
   The Board agrees to provide on-campus office facilities for the Association without charge. The Association Office (A123) shall be equipped by the College. The Association will pay the College ten dollars ($10) per month per telephone line provided to the Association. In addition, the Association will reimburse the College for all SCAN charges incurred by the Association. In the event that IRS regulations require the College to charge the association for office facilities, the matter will be referred to the Labor/Management Committee for resolution.

SECTION IV – REPRESENTATIONAL MATERIAL

The Board agrees to furnish the President of the Association all information available to it concerning the faculty staffing and financial resources of the college including but not limited to annual financial reports, registry of faculty (updated quarterly), tentative budgetary requirements and allocations, agenda and minutes of all open meetings, names and position on salary schedules of all faculty members in the Bargaining Unit and such other information as will assist the Association in bargaining and administration of the Agreement.

SECTION V – CONFERENCES AND MEETINGS AND RELEASE TIME

A. Participants in Tenure Review proceedings, official Association conferences or meetings, and Legislative and SBCTC meetings on behalf of the Association shall suffer no loss in pay related to appropriate administrator and every effort shall be made to not disrupt professional work schedules. The total number of aggregate days utilized for such purposes shall not exceed ten (10) in any one year.

B. The President of the College shall make available one-third (1/3) release time for the President of the Association.

C. The President of the College shall make available an additional one-third (1/3) release time for the President of the Association. The cost of the additional one-third (1/3) release time shall be reimbursed to the College by the Association.

D. The President of the College shall make available one-ninth (1/9) release time for the vice president of the Association. The cost of the one-ninth (1/9) release time shall be reimbursed to the College by the Association.
SECTION VI – ASSOCIATION REPRESENTATION, DUES, AND PAYROLL DEDUCTIONS

A. The Association shall have the right to exclusive payroll deduction of membership dues for faculty, and the Employer shall deduct such dues for each member and shall remit such dues to the authorized Association representative within three (3) working days of the issuance of payroll checks.

B. All full-time and affiliated members of the bargaining unit shall, as a condition of employment, be members of the Association or pay an amount equal to the dues of the Association. In addition, such requirement shall be applicable to part-time faculty in any quarter in which they are employed for fifty percent (50%) or more.

C. The College shall enforce this provision by deducting from the member of the faculty’s salary, each pay period, the dues required of membership, or for non-members thereof, a representation fee equivalent to such dues.

D. On or before September 1 of each college year, the Association shall give written notice to the College of the dollar amount of the Association unified dues and assessments which are to be deducted in the coming college year under payroll deduction.

E. This provision safeguards the rights of non-association of faculty based on bona fide religious tenets or teachings of a church or religious body of which such faculty is a member. Such faculty shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the faculty affected and the Association. The faculty member shall furnish written proof that such payment has been made. If the faculty member and the Association do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

F. The College shall deduct dues in circumstances not covered above for each member who authorizes in writing such deductions.

Article Eight – Faculty Rights

SECTION I – WORKING ENVIRONMENT

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

SECTION II – FACULTY PROTECTION

A. LEGAL PROTECTION

1. As provided for in RCW 28B.10.842 whenever any action, claim, demand, suit, criminal proceeding, judgment, or proceeding is instituted against a faculty member arising out of the performance or failure of performance of duties for the College, within or without the Bellevue Community College facilities, the Board of Trustees may grant a request by a faculty member that the Attorney General be authorized to defend said action, claim, demand, suit, criminal proceeding, and the cost of defense of said action, shall be paid from the appropriation made for the support of the College.

2. If the Board is unable to reach any decision on the matter, the Attorney General is authorized to grant a request.

3. When a request for defense has been authorized, then any obligation for payment arising from such an action, claim or proceeding shall be paid from the state’s Tort Claims Revolving Fund pursuant to the provisions of RCW 4.92.130 through 4.92.170 as now or hereafter amended.

4. The provisions of this section shall not apply unless the Board has made a finding and determination by resolution that the faculty member was acting in good faith.
B. RIGHT TO DUE PROCESS

No faculty member shall be reprimanded, disciplined, or reduced in compensation without just cause. A process of progressive discipline shall be used which includes verbal warnings, written warnings, written reprimands, or suspension as appropriate to the specific facts of the case involved. In any event, any charges which are made shall be reduced to writing and made available to the faculty member prior to any meeting. A faculty member shall have the right to have one individual of her/his choice present at any meeting wherein the faculty member believes s/he may be reprimanded, disciplined, or denied rights available under this Agreement. If the faculty member desires to have a witness or counsel present, the interview shall be delayed until said witness is present; but the interview may be rescheduled for a time within five (5) days by the Dean or OUA and it shall be the responsibility of the faculty member to have his/her witness present as long as the interview is rescheduled for a reasonable time and held within five (5) days.

C. NONDISCRIMINATION AND PERSONAL LIFE

There shall be no disciplinary measures taken nor discrimination with respect to the employment of any person because of such person's age, sex, marital status, race, color, creed, national origin, domicile, sexual preference, political activity or lack thereof, or the presence of any sensory, mental, or physical handicap, unless based upon bona fide occupation qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular faculty member involved. The private and personal life of any faculty member is not within the appropriate concern or attention of the Board, provided that all contractual obligations and responsibilities are fully performed.

D. SAFETY

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

E. RIGHTS OF FACULTY MEMBERS

The Employer shall not interfere with the legal right of faculty members to organize, join, and support the Association for whatever purpose in which it may legally engage. The Employer agrees it shall not discriminate against any faculty member with regard to wages, hours, and working conditions because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the duly established grievance procedure.

SECTION III – INDUSTRIAL ACCIDENT INSURANCE

Faculty shall be covered under Washington State Industrial Accident Insurance in compliance with applicable laws. Any difference between such coverage and normal compensation shall be covered by accumulated personal leave on request.

SECTION IV – PERSONNEL FILES

A. It shall be the policy of Bellevue Community College that the Vice President of Human Resources shall maintain a single personnel file for each faculty member of Bellevue Community College for the purpose of recording all documents and matters concerning the faculty member's employment and performance while in the service of Bellevue Community College District VIII.

B. A faculty member may upon written request be permitted to examine her/his file, excepting materials from other colleges and places of employment marked confidential. Only employers' and/or personal references may be considered confidential.

C. The faculty member shall have the right to answer any material filed and her/his answer shall be attached to the file copy. S/he shall also have the right to examine his/her file in the presence of the Vice President of Human Resources, and with the concurrence of the Vice President of Human Resources, remove any subject materials preceding the faculty member's date of employment except as noted in Item B above.
D. No material derogatory to a faculty member’s conduct, service, character, or personality shall be placed in the file without affording the faculty member an opportunity to read the material; and if s/he desires, s/he may discuss the matter with the Vice President of Human Resources. The faculty member shall acknowledge that she/he has read such material by affixing her/his signature on the actual copy to be filed, with the understanding that such signature merely signifies that s/he has read the material to be filed and does not necessarily indicate agreement with its content.

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

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

SECTION V – MATERIALS OWNERSHIP PROVISIONS

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

The production and use of copyrighted materials is the most common form of faculty scholarship in community colleges. The general policy of the College is that faculty have ownership of books, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, live video and audio broadcasts, programmed instruction materials, drawings, paintings, sculptures, photographs, and other works of art, subject to the provisions of RCW 42.52, as now or hereafter amended, and the following conditions and exceptions:

A. UNLIMITED USE AND/OR ROYALTY-FREE PRIVILEGES TO COLLEGE. Intellectual property created by a faculty member in the fulfillment of her/his normal duties and responsibilities under this Negotiated Agreement is presumed to belong to the faculty member for proprietary or marketing purposes outside of the College; but, such material shall be available to the College for unlimited royalty-free internal use and for review by external agencies regulating the College.

B. GRANT AND CONTRACT LIMITATIONS. Conditions regarding rights in data or restrictions on copyright privileges contained in sponsored grants, contracts, or other awards are binding on the College and on faculty. If necessary to fulfill grant and contract limitations, authors shall execute an appropriate written assignment of copyrights to the College.

C. COLLEGE-OWNED MATERIALS. Except as defined in D and E below, materials shall be "College-owned" if the faculty member was commissioned in writing and compensated by the College to develop the materials, as for example, with released time or stipends or if the material is a student work-product associated with a class.

D. COLLEGE-SPONSORED MATERIALS. In those instances where materials, processes, or inventions are produced by a faculty member with college support by way of use of significant personnel time, facilities, or other college resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person or persons designated by written agreement between the parties entered into prior to the production. The Association will be notified by the College when a written proposal to enter into an agreement has been made by a faculty member or members. In the event there is no such written agreement entered into, the ownership shall vest in the College.

Any disputes regarding such agreements shall be submitted to expedited arbitration utilizing the American Arbitration Association. The request for expedited arbitration may be made by either party if agreement has not been reached within thirty days after the request to enter into an agreement under this subsection has been made.

E. OWNERSHIP OF LOCALLY DEVELOPED ONLINE COURSES. In recognition of the investments and contributions the College and faculty who develop online courses
(hereinafter referred to as developer or developers) have made, the College and the BCCAHE agree that the College and developer(s) of all locally developed online courses, funded for development under the terms of Article Eleven, Section III, G, 10 after September 1, 2003, will share the ownership of the all course materials, the provisions for which are as follows. As used in this Agreement, the Developer(s) and College grant one another the mutual right to reproduce, prepare derivative works, make compilations, distribute copies, publicly display the course materials, and in the case of sound recordings, perform work publicly by means of a digital audio transmission, subject only to the terms of this Agreement, and such rights apply to any license granted under the terms of this Agreement:

1. Developer(s) are free to use any of the course materials contained in the online course they were subsidized to develop at any time while they are employed to teach at BCC for courses they teach at BCC. Developer(s) grant permission to any other BCC faculty member to use such materials and course content, produced by the developer(s) and subsidized by the College, while teaching those online course(s) at BCC.

2. To protect the investments of the faculty developer(s), the College agrees that, prior to selling a license for use of a specific locally developed course, which was subsidized under the terms of Article Eleven, Section III, G, 10 after September 1, 2003, the College President, or his/her designee, will meet with the developer(s) and the BCCAHE and reach agreement on compensation for the developer(s) whose course is generating revenue for the College.

3. During the period of their employment at BCC and for a period of two years after, developers specifically agree they will not directly or indirectly engage in competition in any way with the college by teaching, selling, or giving away any online course and/or its module components, including any derivative works based on materials developed specifically for the online course and/or its module components, that were developed with college support by way of use of significant personnel time, facilities, compensated development costs, or other college resources, without prior written consent of the College. To protect the investments of the college, developers will meet with the College President or his/her designee, and the BCCAHE to reach agreement on compensation for the College’s investment.

4. BCCAHE hereby agrees that the College shall be entitled to enforce the provisions of this memorandum by any legal means. Such means shall include but not be limited to that right to enjoin by legal process from violating the provision thereof.

5. In the event that the parties are unable to reach agreement on appropriate compensation for a mutually developed course under the provisions of this agreement, both parties will agree to expedited arbitration to reach resolution, the costs of which will be borne equally by the College and BCCAHE. The parties may agree to attempt resolution using mediation or any other dispute resolution process prior to arbitration.

Release. The individual faculty member is responsible for the content of materials he or she develops under this section of the negotiated agreement.

Interpretation. Questions concerning the interpretation and administration of this policy shall be resolved by the Contract Administration Committee and under the grievance policies of this agreement.

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

SECTION VI – ACADEMIC FREEDOM

A. Institutions of higher education are conducted for the common good. The common good depends upon a free search for truth and its free expression. Hence, it is essential that the faculty member be free to pursue scholarly inquiry without undue restriction, and to voice and publish conclusions concerning the significance of evidence that the faculty member considers relevant. The faculty member must be free from the corrosive fear that others, inside or outside the College, because their visions may differ, may threaten that faculty member’s professional career or the material benefits accruing from it. Therefore, there shall be no restraints which would impair the faculty member’s ability to present in this context subject matter related to her/his discipline.
B. Particular teaching techniques, materials and the method and manner of presentation shall be protected and not subject to prior constraints as long as approved workload and instructional mode categories are met.

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

SECTION VII – PARKING
The employer shall provide parking facilities for the faculty without charge.

SECTION VIII – FACULTY FACILITIES
A. FACULTY/STAFF CONFERENCE ROOM AND LOUNGE
The Employer agrees to provide a conference room and lounge which shall be reserved exclusively for use by faculty, staff, and their guests.

B. FACULTY/STAFF DINING FACILITIES
The Employer agrees to provide a faculty/staff dining area in the cafeteria building. Such area shall be for the exclusive use of faculty and staff.

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

B. FACULTY IN-SERVICE TRAINING PROVISIONS
In as much as both the Association and the Board support the concept of faculty development, retraining, and in-service training, the Board agrees to continue existing levels of support contingent upon budgetary and fiscal limitations.

C. PROFESSIONAL DEVELOPMENT COMMITTEE
1. Membership
   It is agreed that the Professional Development Committee shall include one faculty member from each Organizational Unit.

2. Functions
   It shall be the function of the committee to plan for each year developmental activities, workshops, lectures and seminars consistent with A. and B. above.

D. PROFESSIONAL DEVELOPMENT
For the duration of this contract, the College shall budget annually at least $1150 per full-time faculty member for faculty professional development. Such amount shall be distributed to the organizational units on the basis of the number of full-time faculty in each unit. These funds are available to full-time and part-time faculty. Each OUA and faculty shall develop a process for distribution within the unit. For the duration of the contract the distribution to each organizational unit shall be as agreed to by the Labor/Management Committee. It shall be the responsibility of
the OUA to communicate the disbursement procedures and the availability of professional
development moneys to full and part-time faculty no later than the third week of each quarter.

E. The College commits to providing up to $15,000 annually, administered by the Executive Dean
and available to full-time and part-time faculty whose current curriculum and course material need
or available to full-time and part-time faculty whose current curriculum and course material need
to be updated because of significant changes in the software and/or hardware used in these
courses. The money is intended to be used throughout the academic year, to provide the
released time, stipends, and/or training needed to implement the curricular changes. After
consultation with the President of the BCCAHE, the Executive Dean will develop an annual
process by which faculty may submit written proposals.

SECTION X – TUITION AND FEE WAIVERS
Pursuant to the Policies and Procedures Manual, Chapter Five, 5094, the Board will provide tuition
and fee waivers for all annually contracted faculty.

SECTION XI – DEDUCTIONS
Upon appropriate written authorization from the faculty member and consistent with OFM/WCCC
procedures, the District shall deduct from the salary of the faculty member and make appropriate
remittance for those items for which the District is authorized to make deduction such as, but not
limited to, Association dues, retirement plans, insurance annuities, payroll savings for bank or credit
union, savings bonds, United Way, and political action committee contributions provided that twenty-
five (25) or more employees have authorized the deduction as provided by RCW 41.04.230, on the
same day salary checks are issued, and additional deductions which are agreed upon by the Board
and the Association.

SECTION XII – ACADEMIC ROBES
The College believes Commencement to be an important function of the college in which faculty are
encouraged to participate. The Board shall provide to each full-time faculty member a cap and gown
and hood appropriate to the institution and degree for the faculty member. For purposes of this
section, “provide” shall mean “purchase” for tenure track faculty, and shall mean “rent” for full-time
temporary faculty.

SECTION XIII – ELECTRONIC RESOURCES ACCESS AND PRIVACY
A. The College will provide accessible e-mail and college network access for all faculty.

B. College practices related to e-mail and voice-mail electronic resources will observe privacy and
confidentiality issues to the extent allowed by state and federal law and by college policy. If the
college is required to access a faculty member’s electronic resources pursuant to college policy
and procedures regarding use of college resources, access must be authorized by the Vice
President of Human Resources or her/his designee.

C. Faculty members should be notified in advance when the college needs access to electronic
resources. The college will make reasonable efforts to notify the faculty member of such need.
When a faculty member requests to be present during access, the college will attempt to
schedule a mutually acceptable time. When the faculty member cannot be notified, access must
be authorized by the Executive Dean or her/his designee.

D. Except in emergencies, the college will not remove electronic resources (including previously
installed computer materials) without consulting with the affected faculty. If there is a
disagreement about the need for removal, faculty may request a review of the dispute by the
Executive Dean or her/his designee prior to any action taken.

E. The college will identify standard software installed on faculty computers. The college
acknowledges that faculty may require non-standard computing resources. The college will work
collaboratively with individual faculty/programs to meet software needs. Faculty recognize that
the college must document legal software compliance, and will provide personal ownership
documentation to the college before personally owned software is installed on college computers.
Article Nine – Leave Provisions

SECTION I – ABSENCES AND LEAVES

All rules pertaining to absences and leaves for faculty shall be made with due consideration being given to preserving the continuity of instruction and related activities to the fullest extent possible. Faculty shall meet with all scheduled classes except in cases of unavoidable absence due to illness, injury, or similar uncontrollable factors. In case of any such absence from the College during normal working hours, a faculty member must notify her/his Organizational Unit Administrator or the appropriate Dean as soon as possible. Authorized leave arranged in advance of the absence is deemed sufficient notification.

SECTION II – GENERAL LEAVE

A. LEAVES OF ABSENCE

Leave of absence shall mean approved absence from duty without pay. It is recognized that leaves of varying length are sometimes necessary; however, a leave of absence will not normally exceed one calendar year. An approved leave of absence shall provide full-time and affiliated faculty members with assurance of reemployment without loss of seniority or other benefits; however, no seniority credit or benefit provisions shall accrue during a leave of absence. All leave requests shall be judged on the merits of the request and the best interest of the College. A leave of absence may include, but not be limited to, advance study, participation as an exchange teacher, serving as office or staff member of a professional organization, or appointment or election to a political or public office.

B. PROFESSIONAL LEAVE

Professional Leave is neither accumulative nor deductible from other leaves to which the faculty member is entitled. Nor, if granted, does the faculty member suffer a salary reduction. Faculty shall be granted leave to attend state and national meetings of their professional organizations related to their discipline or to attend academic or occupational meetings related to their disciplines. Requests shall be submitted to the Organizational Unit Administrator and appropriate Dean at least five (5) days prior to the meeting, or as soon as possible if the faculty member has less than five (5) days notice.

C. MILITARY LEAVE

Military Leave shall be granted to faculty members under the provisions of the applicable federal and state statutes.

D. JURY DUTY LEAVE AND SUBPOENA LEAVE

1. Should a faculty member be summoned to Jury Duty, the College shall release the faculty member, provided a qualified substitute can be secured. Faculty accepting Jury Duty shall be paid their regular salary. Compensation received from Jury Duty service shall be reimbursed to the College, excluding any regularly acceptable per diem expenses paid by the Court. Jury Duty is not deductible from any other leave to which the faculty member is entitled.

2. Faculty members shall be granted Subpoena Leave as may be required by the Subpoena, and shall be paid her/ his regular salary less any compensation received for her/ his services, excluding transportation and per diem expenses, except when the faculty is the plaintiff or defendant in such action. This exception shall not apply when the faculty member is named as plaintiff or defendant while in the performance of her/ his duties. The President or her/ his designee may extend the definition and intent of the Subpoena Leave Policy on an individual basis, in consultation with the Association President.

E. FAMILY AND MEDICAL LEAVE

1. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and the state Family and Medical Leave Act of 2006, a faculty member who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:
a. **Parental Leave.** Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child.

i. Parental leave (XE "Parental leave") will be granted to the faculty member for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to two (2) quarters, including time covered by the FMLA, during the first year after the child’s birth or placement. Leave beyond the period covered by the FMLA may only be denied by the College due to operational necessity.

ii. Leave for sickness or temporary disability because of pregnancy or childbirth will be in addition to twelve (12) weeks of FMLA leave used for parental leave.

iii. Entitlement to parental leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

b. **Personal Medical Leave.** (XE "Medical leave: personal") Personal medical leave due to the faculty member’s own serious health condition that requires the faculty member’s absence from work.

i. Personal medical leave consistent with the requirements of the FMLA will be granted to a faculty member for his or her own serious health condition that requires the faculty member’s absence from work.

ii. Upon returning to work after the faculty member’s own FMLA-qualifying illness, the faculty member will be required to provide a fitness for duty certificate from a health care provider.

c. **Family Medical Leave.**

Family medical leave to care for a spouse, son daughter, parent, or household member who suffers from a serious medical condition that requires on-site care or supervision by the faculty member

i. Family medical leave consistent with the requirements of the FMLA will be granted to a faculty member in order to care for a spouse, son daughter, parent, or household member who suffers from a serious medical condition that requires on-site care or supervision by the faculty member.

2. For purposes of establishing eligibility exclusively for FMLA consistent with Section 1 above, each contract day of full-time employment is equivalent to eight (8) hours.

3. The twelve (12) week FMLA leave entitlement is available to the faculty member provided that eligibility requirements listed in Section 1 are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date a faculty member begins FMLA leave. Each time a faculty member takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

4. The college will continue the faculty member’s existing college-paid health insurance benefits during the period of leave covered by FMLA. The faculty member will be required to pay his or her share of health care premiums.

5. The college has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave for an FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Leave for a work-related injury, covered by workers’ compensation or assault benefits, will not run concurrently with the FMLA.

6. Personal medical leave or family medical leave covered by the FMLA may be taken intermittently when certified as medically necessary.

7. The college may require that personal medical leave or family medical leave be supported by certification from the faculty member’s or family member’s health care provider.
8. The faculty member will provide the college with not less than thirty (30) days notice before the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the faculty member will provide such notice when feasible.

9. Upon the expiration of personal leave, each full-time faculty member shall be granted ten (10) days leave with pay during an approved leave. Such leave with pay shall be available to each faculty member once during the life of this contract.

F. SICK CHILD CARE PROGRAM AND CHILD CARE SUBSIDY

1. The College participates in the sick child care program (Tender Loving Care) offered by Virginia Mason Hospital.

2. The College shall pay $75.00 per day to a college annual maximum of $2000 toward sick child care for children of all faculty.

G. ATTENDANCE AT THE LEGISLATURE

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

H. DISCRETIONARY LEAVE

One non-cumulative day per calendar year shall be available for all full-time and senior rate part-time faculty for discretionay leave not otherwise covered under Article Nine, Section II and Section III. Faculty members shall provide advance written notification to their OUA indicating how students will be notified and their educational needs met.

SECTION III – PERSONAL LEAVE

A. NOTIFICATION

In case of absence due to illness, or injury, bereavement, or emergency, a faculty member must report by telephone as soon as it becomes apparent that she/he will be absent from the College during normal working hours and/or that she/he will be unable to meet her/his classes or assigned duties. She/he must keep the immediate Administrator informed of her/his progress and expected date of return to duty. A Faculty Absence Report will be submitted to Payroll upon review and signature of the immediate Administrator.

B. ACCRUAL AND ACCUMULATION

1. Full-time faculty under contract full time for three (3) quarters shall accrue twelve (12) days Personal Leave commencing with the first day of their full-time contract. Full-time faculty under contract for less than full-time or for less than three (3) quarters shall accrue personal leave prorated in accordance with the length of their contract and their percent of full-time. Personal Leave shall accumulate after the first contract at a rate of one (1) day for each calendar month of employment.

2. Beginning July 1, 2001, part-time faculty shall accrue personal leave based on their contracted FTEF each month they are in pay status. Part-time faculty in the academic divisions shall accrue leave equivalent to three times their scheduled FTEF upon the first day on which their initial assignment begins. After the initial quarter of employment, part-time faculty in the academic divisions shall accumulate such leave at the rate of one (1) times their scheduled FTEF for each calendar month they are in pay status provided the total does not include more than 12.00 FTEF in any calendar year.

3. Part-time faculty in the academic divisions who worked during the 2000-2001 fiscal year shall be credited for compensable personal leave prorated on the basis of contracted FTEF for each calendar month they were in pay status between July 1, 2000 and June 30, 2001,
provided the total does not include more than 12.00 FTEF. Such credits shall be reduced by the amount of leave taken during the 2000-2001 fiscal year.

4. Non-compensable leave accumulated by part-time faculty prior to September 1, 2001 shall be maintained.

5. Personal Leave for full-time and part-time faculty in the academic divisions shall accumulate without limit. The college will maintain an individual’s accumulated personal leave balance for three years following active employment. For purposes of personal leave for part-time faculty, active employment is employment in at least one academic quarter every two (2) fiscal years.

6. Continuing Education part-time faculty shall accrue personal leave in accordance with Section B.2 above, but shall not accumulate personal leave beyond the quarter in which the personal leave was accrued.

C. USAGE

Personal Leave shall be available to cover absences related to illness, injury, bereavement, and emergencies as herein defined. Personal leave may be used during scheduled contract days on which the faculty member has an assignment. Full-time faculty work in accordance with the academic calendar (Appendix C).

Accumulated personal leave may be used during a subsequent quarter when a part-time faculty member has been notified of an assignment for the subsequent quarter and s/he has submitted a statement from a licensed health care provider to Human Resources confirming the medical need for absence from the job and prognosis for return to duties.

Deductions from accrued personal leave shall be charged against compensable leave until such leave is exhausted. Thereafter, charges shall be made to non-compensable leave until exhausted; provided, however, all leave utilized under Emergency Leave Provisions under Section III. J shall be charged first to non-compensable leave until such leave is exhausted.

For full-time faculty, leave shall be deducted on a day-by-day basis. For absences of less than a day, the deduction shall be prorated based upon the percentage of scheduled assignments missed.

For part-time faculty, leave shall be deducted on an hour-by-hour basis. For purposes of personal leave usage and compensation only, the monthly FTEF shall be converted to hours by a factor of 6.

D. COMPENSABILITY

1. Annual Cash Out

On January 1 of each year each faculty member at her/his option may cash in their unused personal leave earned during the previous calendar year less personal leave actually utilized during this period.

Full-time faculty may cash in unused compensable personal leave days above an accumulation of sixty (60) compensable days at a ratio of one (1) full day's per diem pay for each four (4) full accumulated compensable Personal Leave Days.

Part-time faculty may cash in unused compensable personal leave above an accumulation of 360 hours at a ratio of one (1) hour’s pay for each four (4) accumulated compensable hours. For part-time faculty, the cash-in rate will be equivalent to the per-hour rate in effect in the quarter of cash out.

2. Retirement Cash Out

At the time of separation from the District due to retirement or death, each full-time faculty member or the employee's estate shall receive remuneration at a rate equal to one (1) day's per diem for each four (4) full day’s accumulated compensable personal leave.

Each part-time faculty member or the employee's estate shall receive remuneration at a rate equal to one (1) hour's pay for each four (4) hours accumulated compensable personal leave. For part-time faculty, the cash-in rate will be equivalent to the per-hour rate in effect in the quarter of cash out.
For purposes of this section only, retirement means separation from BCC after 10 years of employment at BCC for employees who are at least 50 years old.

3. **Medical Expense Plan**

The Washington State Legislature has authorized the creation of Medical Expense Plans for faculty. Bellevue Community College and the BCCAHE hereby agree to allow faculty members to deposit personal leave cash out funds at retirement into a Medical Expense Plan as authorized by state regulations, unless a request for a vote is made in accordance with the process outlined below.

Any faculty member who has accrued leave and intends to retire may submit a written request to the Vice President for Human Resources and the BCCAHE President requesting a vote of eligible faculty intending to retire in that calendar year to determine if a majority would prefer to “opt out” of the Medical Expense Plan for that year. Human Resources and BCCAHE will conduct a vote to determine the will of the eligible voters. Such vote will be binding on all eligible faculty who retire after the day of the vote until December 31 of that year.

4. All personal leave shall be deemed compensable on the basis of one day (6 hours for part-time faculty) for each month during which a faculty member is employed. All leave earned between 6-13-80 and 8-31-82 shall be deemed compensable. Compensable leave accrued prior to 6-13-80 shall be calculated on the basis of one (1) day for each calendar month during which full-time contractual services were performed, up to 144 days. Remaining leave accrued prior to 6-13-80 shall not be forfeited and shall be deemed non-compensable.

E. **TRANSFERABILITY**

Accumulated personal leave shall be transferable to community and technical colleges and other state or local agencies in accordance with applicable statute. Leave for part-time faculty transferred into the District shall be converted into hours on the basis of one day or 1.00 FTEF equals six (6) hours. Faculty may transfer sick leave balances from other colleges or agencies when BCC becomes the sole employer. Part-time faculty must petition to transfer their sick leave from other agencies during the consecutive third quarter following the initial two quarters in which BCC has been their sole employer. Any questions regarding interpretation of leave transferability shall be referred to the Labor/Management Committee for resolution.

F. **EXHAUSTION OF BENEFITS**

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

G. **SHARED LEAVE**

1. Faculty members who accrue personal leave may participate in the Bellevue Community College Leave Sharing program as regulated by state law, regulations, and the negotiated Agreement.

2. A faculty member shall be entitled to receive leave under this section if the faculty member suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the faculty member to go on leave without pay status, or terminate employment.

3. A faculty member requesting shared leave must have depleted, or will shortly deplete, his or her personal leave.

4. Faculty members receiving worker's compensation are not eligible to receive shared leave.

5. A faculty member needing shared leave shall submit a request to the Human Resources Office. In the event the faculty member is unable to submit such written request, a designee may submit the request on behalf of the faculty member.

6. The president, or designee, shall determine the amount of shared leave, if any, which a faculty member may receive. A faculty member shall not receive a total of more than two hundred sixty-one (261) days worth of shared leave.
7. A faculty member who has accumulated a personal leave balance of more than sixty (60) days (360 hours for part-time faculty) may donate a specified amount of compensable personal leave to another employee. In no event may a faculty member donate more than six (6) days (36 hours for part-time faculty) of compensable personal leave during the twelve month period of January 1 through December 31, or make a donation that would result in his or her personal leave account going below sixty (60) days (360 hours for part-time faculty).

8. The donating faculty member will complete a Leave Donation Form and submit the completed form to the Human Resources Office.

9. While a faculty member is receiving shared leave, he or she shall receive the same treatment in respect to salary, wages and employee benefits as the faculty member would normally receive if using accrued personal leave.

10. Transfer of leave shall not exceed the donating faculty member’s specified amount.

11. The value of the leave transferred shall be based upon the current salary rate of the person receiving the leave. The receiving employee will continue to be paid his or her regular rate while on shared leave. Therefore, one hour of donated leave may cover more or less than one hour of the recipient’s salary.

12. Any leave transferred under this provision which is unused shall be returned to the employee who donated the leave. The unused leave which was transferred by more than one employee shall be returned on a pro-rata basis. For example, if three people each donate one hour to someone and only one of the three hours is used, two thirds of one hour of leave would be returned to each donating employee.

13. The Human Resources Office shall notify the Bellevue Community College Association of Higher Education regarding all leave sharing requests made by members of the bargaining unit.

H. SUBSTITUTES

If a substitute is required, arrangements will be made by the appropriate Dean. The substitute will be given a part-time faculty assignment. Nothing herein shall be construed to require the District to provide substitutes or to compensate faculty members for replacing one another except in unusual circumstances approved by the Dean.

I. EMERGENCY LEAVE

Emergency Leave with pay may be granted to faculty, not to exceed five (5) days per full-time faculty member per year (thirty (30) hours for part-time faculty). Emergency Leave is part of personal leave as herein defined and shall be treated in accordance with such provisions. Written application for consideration for Emergency leave will be by form and addressed to the OUA within thirty (30) days after the date of absence. The decision regarding this request shall be transmitted to the faculty member within fifteen (15) days of receipt of the request by the OUA. Situations in which Emergency Leave shall be granted are as follows:

1. The problem must have been suddenly precipitated, or must be of such a nature that pre-planning is not possible, or when pre-planning could not relieve the necessity for the faculty member’s absence.

2. The problem cannot be one of minor importance or of mere convenience but must be serious.

J. BEREAVEMENT LEAVE

1. Up to five (5) days will be allowed as Bereavement Leave for each occurrence of a death in the immediate family as defined below. Bereavement Leave is part of personal leave as herein defined and shall be treated in accordance with such provisions. Additional leave beyond five (5) days may be granted by the appropriate administrator upon request of the faculty member.

2. The immediate family shall be interpreted to include the mother, father, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, stepson, stepdaughter, daughter-in-law, son-in-law, grandchild, any person living in the immediate household, or others with substantially similar relationship to the faculty member.
3. Bereavement leave may be granted by the appropriate administrator in the event of death of others upon request of the faculty member.

SECTION IV – SABBATICAL LEAVE

A. ELIGIBILITY/STIPEND

1. Academic year sabbaticals

Bellevue Community College shall provide an opportunity for full-time faculty to apply for Sabbatical Leave after three (3) academic years of service to this institution.

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

2. Quarter-length sabbaticals

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

3. Faculty members awarded Sabbatical Leave shall continue to receive and accumulate personal leave.

B. CONDITIONS

Sabbatical Leaves may be granted under the following conditions:

1. Purpose

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

2. Application process/sabbatical leave committee

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

The Sabbatical Leave Committee shall rank the applicant according to time elapsed since the last Sabbatical, the merits of applicant’s proposal, and other factors not related to costs of replacement or salary level.

The President shall transmit the committee’s recommendations along with her/his concurrence or alternate recommendation to the Board of Trustees.

In the event the number of candidates exceeds the number of recipients, the Board shall name a first and second alternate to replace a leave recipient should said faculty member not accept such appointment.

3. Contract

When the Board of Trustees grants a Sabbatical Leave, the recipient shall sign a contract with the employer specifying:

a. The length of the Sabbatical Leave.
b. The amount of sabbatical payment.
c. Performance according to the approved Sabbatical Leave plan while on leave.
d. The requirement that the recipient will return to Bellevue Community College for at least the duration of the leave.

e. The recipient, upon return, shall submit a written report to the President within one month to substantiate her/his Sabbatical Leave activities.

f. Failure to comply with d. above will result in repayment of the Sabbatical Leave salary stipend and benefits in full.

4 Equivalent time

The time spent on Sabbatical Leave shall be recognized as equivalent to time spent as a faculty member at Bellevue Community College (excepting Sabbatical Leave entitlement).

5. Intent to return

The notice of the recipient’s intent to return to Bellevue Community College shall be specified in the Sabbatical Leave Contract.

6. Responsibilities

Faculty on Sabbatical Leave shall ordinarily be free of any and all responsibilities to the College except those outlined in the leave program. In extraordinary circumstances, such faculty shall be responsible to requests by the District to take care of emergency concerns which cannot wait until the end of the leave, without undue harm to persons or programs, as long as such requests shall be arranged so that it is reasonable, convenient, and does not interrupt the leave program. Such response shall be either in person or through a designee, who might be a colleague, program chair or administrator.

C. LEAVE APPROVAL

All Sabbatical Leaves require the approval of the Board of Trustees. The number of Sabbatical Leaves approved by the Board shall be subject to fiscal and budget restraints as well as the applicable statutory maximums. The Board of Trustees shall make every reasonable effort to grant at least five (5) FTE Sabbatical Leaves annually (four (4) FTE for the 2004-05 academic year only) provided that at least that number of applicants have applied and are ranked by the Sabbatical Leave Committee pursuant to Section IV.B.2 above. No Sabbatical Leaves may be granted for less than one (1) quarter.

SECTION V – SPECIAL LEAVE CONSIDERATIONS

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

Article Ten – Personnel Policies

SECTION I – EMPLOYMENT AND SELECTION PROCESSES

A. FACULTY EMPLOYMENT PROCESS - ANNUALLY-CONTRACTED

1. Vacancies

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

2. Faculty Screening Committee

a. COMPOSITION

The Faculty Screening Committee shall include the Organizational Unit Administrator; appropriate Program Chairperson, coordinator, or director; and a minimum of two (2) full-time faculty members from the affected Organizational Unit and a pluralism advocate selected by the committee chair from the BCC faculty pluralism advocate pool maintained by Human Resources. Additional BCC employees may serve at the discretion of the organizational unit committee members when their expertise warrants participation.
b. **DUTIES**

i. The Committee should involve as many of the appropriate Organizational Unit members as possible in determining the qualifications and selection of the candidates.

ii. When appropriate, the committee may consult with additional BCC employees who have experience with the discipline and/or outside experts in the discipline to determine desired qualifications prior to the announcement of the position and/or during the screening/interviewing process.

iii. The Committee shall work with the appropriate Dean to establish qualifications desired for the position prior to the announcement of the position.

iv. The Committee shall recommend candidates for each position to the appropriate Dean for her/his acceptance or rejection. The goals of the Cultural Pluralism Policy and the college's Affirmative Action Plan shall be fully addressed. If all recommended candidates are rejected, the appropriate Dean shall fully document her/his reasons for rejection. Thereafter, the Committee shall repeat the screening process.

v. Part-time faculty who have taught at Bellevue Community College in a discipline or program area which has an opening for an annually-contracted position shall have the opportunity to apply for that position. Performance effectiveness at Bellevue Community College shall be considered in evaluating the relative merits of the candidate.

vi. The procedures delineated above shall not be applicable in instances involving the reassignment of currently-employed District personnel to areas where they are qualified.

3. The Full-Time Faculty Recruitment and Selection Procedures have been approved by the College and the Association in March 1995. The college’s affirmative action monitoring process is contained in these procedures. Any modifications to the procedures shall be made in accordance with the process used in their development.

**SECTION II – INITIAL SALARY PLACEMENT REQUIREMENTS – FULL-TIME FACULTY**

A. **INITIAL PLACEMENT REQUIREMENTS**

**COLUMN I**

Column I must meet one of the following requirements:

1. Master’s degree.

2. Bachelor’s degree plus three (3) years’ relevant experience.

3. Journeyman certificate plus three (3) years’ relevant experience in the trade or occupation.

4. Five (5) years of practical experience in the trade or occupation in which the person will teach.

5. Five (5) years of formal teaching in trade or occupation. Faculty who do not meet one of the above minimum requirements shall be placed on I.1.

6. Librarians shall be certified by the State Board for Certification of Librarians according to RCW 27.08.010.

B. **EXPERIENCE CREDIT**

1. Initial placement on the salary schedule shall be on the step corresponding to the number of years relevant experience.

2. Additional experience and/or discipline expertise beyond those used in Section II.A. under Column I shall be evaluated by the Vice President for Human Resources to determine the step on which the individual shall be placed. Only under exceptional circumstances may an individual be initially placed at a step higher than step 3, and then only with the recommendation of the Vice President of Human Resources and the approval of the President.
3. The relevance of experience and/or discipline expertise shall be evaluated by the President of the College subject to consultation with the BCCAHE President or designee.

4. A maximum of two (2) years’ military experience shall be considered relevant; six (6) to eighteen (18) months’ military experience shall count as one (1) year; over eighteen (18) months will count as two (2) years.

5. Teaching assistantships, library assistantships, counseling assistantships, and research assistantships shall be given experience credit upon the recommendation of colleagues and the approval of the Vice President for Human Resources.

6. Experience credit for placement on the salary schedule shall be given for faculty experience gained as a part-time faculty member. The total number of credits taught or hours counseling or as a librarian on a part-time basis shall be divided by the number of credits/hours which normally constitute a full-time load to determine the number of years of experience.

7. From one-half (½) to one and one-half (1½) years (academic or calendar, whichever is appropriate) shall constitute one (1) year of relevant experience credit.

8. Only one (1) year of experience credit may be gained in any one (1) calendar year.

Article Eleven – Workload and Faculty Responsibilities

SECTION I – ANNUAL CONTRACT YEAR

A. CONTRACTUAL DAYS

The annual contractual year shall be one hundred seventy-four (174) days. There will be a maximum of 162 instructional days during Fall, Winter, and Spring Quarters, including finals. Six (6) days shall be designated by the appropriate Organizational Unit Administrator as specified in Section C below. The remaining days shall be designated “President’s Days,” and will include, but not be limited to, Orientation Week, College Issues Days, and Professional Development Days as designated in Appendix C.

The 174 days for English Language Institute (ELI) Lead Faculty contract year will commence on or after the first day of Summer Quarter in June of each academic year.

Full-time ELI faculty will teach at least a 50% load in Summer Quarter unless they have received prior approval. ELI faculty may teach full days ½ of summer term or ½ days for the full summer term.

In recognition of the longer workday during Summer Quarter, annually contracted days taught in Summer Quarter will be adjusted accordingly using a calculation of the number of class hours scheduled per day in Summer Quarter divided by 4.

Compensation for the workload beyond the annually contracted days up to the 50% requirement will be paid at the annual contract per diem rate for each additional teaching day adjusted for the longer Summer Quarter work day as stated above. Compensation for workload beyond the 50% requirement will be at the part-time rate.

The workload calculation for full-time ELI faculty Summer Quarter teaching days and the number of per diem days required for a 50% load will be reviewed by the Labor/Management Committee by March 31st of each year.

B. OPENING WEEK

For 2007-08, Opening week shall commence on September 18, 2007. During Opening Week, the following times shall be reserved: (i) Tuesday for a campus-wide meeting presided over by the College President; a faculty meeting, and the part-time faculty orientation; (ii) Wednesday for assessment and department/division meetings, (iii) Thursday for College Issues Day; and (iv) Friday for class preparation.

For 2008-09, Opening week shall commence on September 17, 2008. During Opening Week, the following times shall be reserved: (i) Wednesday for a campus-wide meeting presided over by
the College President; a faculty meeting, and the part-time faculty orientation; (ii) Thursday for
department/division meetings, and (iii) Friday for class preparation.

C. OUA DAYS
Organizational Unit Administrator (OUA) Days shall be designated by the appropriate
Organizational Unit Administrator. Three (3) of the six (6) days may be utilized as individual
preparation days during each year. The remaining days shall be designated by the appropriate
OUA as specified in, but not limited to, the list below. Presidential and organizational days already
served prior to Orientation Week and approved by the Organizational Unit Administrator shall be
recognized as part of the one hundred seventy-four (174) day contract year.

1. Preparation activities.
2. Regular curriculum development work.
3. College governance activities.
4. Institutional committees.
5. Special student activities.
6. Equipment and capital planning.
7. Operational budget planning.
8. Student advising.
9. Other appropriate professional duties.
10. Special projects which may include:
   a. Activities required for establishing new program starts.
   b. Preparation of special instructional areas requiring inventory and equipment planning.
   c. Development of grant requests.
   d. New program identification.
   e. Development and packaging of software for units for individualization of instruction.
   f. Development of film loops, slide films, and other visual aids.
   g. Development of course curriculum and/or support services for proposed new programs.
   h. Other appropriate projects.

D. CALENDAR
In order to provide adequate planning time regarding the calendar, the BCCAHE and the College
agree to complete negotiations on the faculty calendar one year in advance.

The faculty work year is attached in Appendix C.

SECTION II – GENERAL FACULTY RESPONSIBILITIES
It is understood that a variety of professional tasks must be completed by full-time faculty in addition
to their primary faculty assignments if the College is to achieve its objectives. These include student
advising, informal student contacts outside the classroom, membership and participation in College
committees and councils, participation in community-centered functions, and other appropriate
related responsibilities as assigned by the Organizational Unit Administrator. In addition, full-time
faculty are expected to participate in activities scheduled or approved by the College on faculty
contract days.

Part-time faculty comprise a significant segment of the faculty workforce. Beyond designated teaching
responsibilities, part-time faculty have an important contribution to make in college governance,
professional activities, and in promoting learning excellence through consultation with students. In
recognition of these contributions, beginning July 1, 1999, payment shall be included in part-time
faculty compensation for such activities.
SECTION III – FACULTY LOAD STANDARDS

A. ASSIGNMENT
Within the limitations and guidelines recommended below, the assignment of equitable loads for all faculty members is the responsibility of the appropriate Dean working in conjunction with the appropriate Organizational Unit Administrator, Program Chairpersons, and faculty.

B. ENROLLMENT MANAGEMENT
Enrollment management, including scheduling, staffing, and determination of delivery mode for classes, is determined by the College under the direction of the Executive Dean, who will seek advice from the OUAs, program chairs, and program faculty.

C. VARIABLES
The variables which may be considered in assigning full-time annual loads shall include, but not be limited to, individual faculty capabilities, class size, number of preparations, limitations of facilities, availability of classified or student help, extracurricular assignments, learning resource assignments, counseling assignments, types of classes, modes of instruction, team teaching, development of new courses, evening and off-campus classes, industry and/or advisory committee consultations. Implementation of this subsection shall be subject to the provisions of Article Seven, Section I.A.

D. BASIC STANDARDS
The basic standard with which the above variables are measured shall be actual contract hours, whether spent in lecture, laboratory, or counseling or learning resources assignment.

E. ANNUAL BASIS
The full-time load shall be computed on an annual basis.

F. ANNUAL LOAD
The normal faculty full-time load shall be three (3) times the normal quarterly load (15 CHE) or 45 CHE annually. The annual full-time load may be plus or minus two credit hour equivalents (2 CHE), providing a range of 43-47 credit hour equivalents for the regular academic year.

G. MODES OF INSTRUCTION/PROFESSIONAL LOAD FACTORS

Category Definitions

1. General lecture/discussions
   Class time is spent on presentation of the course subject matter with appropriate involvement of student discussion and/or problem solving. The instructor spends additional time outside of class preparing for class lecture, assessment of student progress, up-dating of course curriculum, and other professional responsibilities.
   Credit Hour Equivalent: 1 x Weekly Hours Scheduled CHE

2. Instruction - standard laboratory
   A portion of class time is devoted to lecturing and preparing students for experiments and/or activities; the remainder of the time is spent supervising and assisting students who are working on laboratory experiments or exercises. The instructor also spends time outside of class preparing for class, evaluating student work on assignments and examinations, and working with students.
   Credit Hour Equivalent: .80 x Weekly Hours Scheduled CHE

Effective Fall Quarter 1993, all natural science and engineering sections shall receive load credit of .957 x Weekly Hours Scheduled CHE. All natural science double sections shall receive load credit of 1.914 CHEs for lecture and .957 CHEs for laboratories.

Effective Fall Quarter 2001, Interior Design 160, 162, 165, 170, 260, 270, 271, 272 shall receive load credit of .881 x weekly hours scheduled CHE.
3. **Instruction - open laboratory**
   Class time is spent supervising student work on laboratory experiments and exercises or other activities. The instructor also spends time outside of class preparing for class, evaluating student work on assignments and examinations, and working with students.

   Credit Hour Equivalent: \(0.67 \times \text{Weekly Hours Scheduled CHE}\)

4. **Instruction - supervises work/clinical**
   Students are involved in practical work experience which the instructor supervises in conjunction with personnel in the working location. This includes practicums and cooperative education stations in the working location.

   Credit Hour Equivalent: \(0.50 \times \text{Weekly Hours Scheduled CHE}\)

5. **Independent study**
   Supervision and instruction of students on an individual basis for independent credit courses (e.g., Art 191, Individual Projects in Art). For computation purposes students must be enrolled as a matter of record on the 10th day of the quarter.

   Credit Hour Equivalent: \(0.07 \times \text{Number of Student Credits CHE}\)

6. **English composition - English 101, 201**
   Credit Hour Equivalent: \(1.1 \times \text{Weekly Hours Scheduled CHE}\)

7. **Other**
   Variables as assigned by the appropriate administrator consistent with Section B. above. To cover those disciplines where quantitative workload standards have not been established, e.g., ELI, Aldac, Fast Track, etc. Salary rates for Category 7 disciplines are identified in Appendix K.

8. **Counselors/Librarians**
   A full-time professional load in this mode is 35 hours a week of scheduled time.

9. **Assigned, matriculated advisees**
   Each faculty member may be assigned 0-50 advisees as part of the normal load. Each additional 25 or portion thereof over the normal 50 shall equal one CHE.

10. **Telecourses/Online courses**
    a. **Course development**

       Programs/Faculty who agree to develop courses for BCC will be given two sections of release time equivalent to the course being developed or the equivalent stipend for the quarter during which the course is created. In the event that a stipend is paid, the stipend will be based on the cost of each section at the Category C base rate at the time of completion.

       Courses developed under the provisions of this section will comply with the following guidelines:

       i. The course materials will conform to the course content and learning outcomes as recommended by the Curriculum Advisory Committee and approved by the Executive Dean.

       ii. The course materials will be developed so that qualified instructors, as determined by the program, can use the materials to teach the course.

       iii. The digital media associated with the course materials will be posted on an official BCC server, in concurrence with the Distance Education Department.

       iv. The course materials will be password protected.

       v. The course materials will be ADA compliant.

       vi. The course materials will conform to BCC copyright standards.
vii. Ownership of course materials developed under the provisions of this section after September 1, 2003, shall be the shared property of the developer(s) and BCC as defined in Article Eight, Section V of this agreement.

b. Reusing locally developed courses

In order to re-run a course developed prior to September 1, 2003, for which a distance education agreement exists, the College must obtain prior written approval of the faculty member who originally developed the course.

c. Compensation

i. All faculty teaching Telecourse/Online courses shall be paid at the appropriate course rate.

ii. For courses approved for development prior to September 1, 2003, a fee of $15.00 per student enrolled will be paid to the faculty member who originally developed the course in accordance with the terms of the BCCAHE agreement in force at the time of development. The faculty member may assign payment at her/his discretion. A faculty member who developed a course of fewer than five credits may, at her/his discretion, request that the fee charged to students be reduced by 20% for each credit below five.

iii. For courses approved for development after September 1, 2003, the college will budget $15.00 per enrolled student for each class of at least five (5) credits (based on Count Day enrollment to program/and/or faculty member(s) developing, updating, mentoring, and/or teaching the section of the course in recognition of the ongoing development and training time required for this mode of delivery. The OUA, in consultation with the program faculty, will determine the disbursement of funds. For classes below five (5) credits, all online/telecourse fees charged to students will be reduced by 20% for each credit below five.

11. Music performance classes

Music 100/200: 5 weekly hours scheduled = 5 CHE
Music 104/204: 3 weekly hours scheduled = 3 CHE
Music 105/205: 5 weekly hours scheduled = 5 CHE
Music 106/206: 5 weekly hours scheduled = 5 CHE

12. Parent Education

Annual compensation for Parent Ed courses (011-036) shall be equivalent to the value of three times the compensation for a 3-credit lecture class. Payment for Pared 011-016 shall be 40% of the annual compensation. Payment for Pared 021-026 and 031-036 shall each be 30% of the annual compensation. The percent of full time load for Pared sections (011-036) will be 22.3%.

13. Full-time faculty in the English Language Institute will teach a standard load of four 50-minute classes during Fall, Winter, and Spring Quarters. The load standard for each section will be equivalent to 49 hours, with 196 hours and 49 instructional days per quarter. One section will be equal to .227 Quarterly FTEF. 1.0 Quarterly FTEF will equate to 216 instructional hours. Effective Summer Quarter 2002, the summer contract workload standard will be equivalent to the standard established for the Fall-Winter-Spring schedule.

14. Continuing Education

Effective September 1, 2003, a full load for faculty teaching non-credit continuing education courses will be 244 hours per quarter. A full load for CE faculty who taught the equivalent of a 50% load during two of the three quarters in the 2002-03 academic year (Fall Quarter 2002, and Winter and Spring Quarters, 2003) will be calculated at the previous rate through the 2005-06 academic year.

15. Mixed Instructional Delivery (MID) Modes Sections

Class sections that use the classroom setting (including laboratory, clinic, and studio) for some portion of the course, but rely on non-classroom modes of learning for at least 20% of
the course presentation (e.g., online, service learning, field work, internships, etc.) will be designated in the Quarterly Class Schedule, and will include student needs (e.g., internet access, transportation needs, etc.). The instructor facilitates all modes of instructional delivery used in the course and ensures student-faculty and/or student-student interaction.

Faculty using mixed learning modes for their course sections will obtain approval from the program chair and OUA prior to section assignment and publication of the quarterly time schedule.

16. ADN Nursing Clinical Sections

Effective September 1, 2003, ADN nursing clinical faculty will earn, for each eight-hour clinical day, an additional two hours in recognition of the additional on-site time required prior to and following the clinical supervision of students.

Credit Hour Equivalent: .80 x Weekly Hours Scheduled CHE

H. OFFICE HOURS

1. Full-time instructional faculty contracted annually shall maintain a posted five-hour (5) minimum office schedule each week. Faculty members contracted (annually) for less than full-time are expected to maintain office hours proportional to the percentage of their contract to a full-time contract (half-time contract equals two and one-half office hours) (2½ hours).

2. The specific office hours will be determined by the full-time faculty member’s teaching schedule and shall receive the concurrence of the appropriate Organizational Unit Administrator. It is understood that office hours will vary according to class schedule. Up to three (3) hours worth of regular office hours per week for all full-time faculty can be implemented via e-mail and unscheduled, with the concurrence of the OUA. Faculty are expected to reply to student e-mail within a reasonable time.

3. Office hours for full-time faculty teaching all or part of their load through distance education can be electronic and/or on campus in proportion to the workload.

4. In addition to contact hours and related preparation and evaluation, part-time academic employees shall be available to students for consultation. A guideline for providing reasonable consultation is one hour per week per 5 credit class.

I. SPECIAL PROVISIONS

1. Excess workload

Workloads which exceed the standards outlined above may be voluntarily taken by faculty members. Loads which exceed 47 CHE may be mandatorily assigned provided such assignment is required to maintain a full load and the Association is notified. Courses taught during night school (or any day school if the instructor has a night assignment) shall be paid in accordance with Article Twelve, Section II. The assumption of excess workloads shall not require the District to pay the faculty member an extra salary amount unless there shall have been a written agreement approved in advance to pay such amount.

2. Assignment of courses

The Dean of Instruction or her/his designee shall assign courses to the appropriate mode categories after consultation with the appropriate faculty members, Program Chairperson, Organizational Unit Administrator, and Instructional Cabinet.

3. Assignment span

Excluding instances required to maintain a full load, full-time faculty shall be assigned class schedules within a seven-hour (7) assignment span each day with the weekly assignment being scheduled within five (5) consecutive days.

4. Flex Summer assignments

Summer Quarter Assignments. Upon mutual agreement between the individual faculty member and the OUA, with the approval of the Executive Dean, Summer Session assignments may count as part of a full-time contracted load. Full-time faculty utilizing Summer Quarter as part of their regular assignment under the provisions of Sections I, II, and III above shall have the number of contract days, duties, and responsibilities adjusted on an
individual basis between the faculty member and the OUA to conform with Section I, A above. For purposes of determining the annual load, Summer Quarter shall be considered the first quarter of the academic year. The Association shall be apprised in a timely manner of the nature and scope of such arrangements.

*Flex Assignments.* Upon mutual agreement between the individual faculty member and the OUA, with the approval of the Executive Dean, faculty members may schedule their full-time contracted load across four quarters. Full-time faculty utilizing a flex assignment under the provisions of Sections I, II, and III above shall have the number of contract days, duties, and responsibilities adjusted on an individual basis between the faculty member and the OUA to conform with Section I, A above. For purposes of determining the annual load, Summer Quarter shall be considered the first quarter of the academic year. The Association shall be apprised in a timely manner of the nature and scope of such arrangements.

5. **Online Assignments.**

With the approval of the Executive Dean, full-time faculty may be allowed to maintain a full-time load teaching online classes. Requests for full-time online schedules must be submitted by the end of the first week of Spring Quarter of each year for approval for the following academic year. Approval of such requests will be made year by year. Faculty members receiving approval at any time should not assume that subsequent requests will be approved. The BCCAHE will be informed of all their requests and their disposition.

J. **COMPENSATION**

1. Faculty whose workloads exceed 47 CHE shall be compensated at the rate of $527.94 per CHE.

2. Faculty assignments outside the seven hour (7) span and not credited for full-time load purposes shall be paid in accordance with the part-time faculty salary schedule.

K. **CLASS SIZE**

1. The Board and the Association recognize that class size is a critical component in providing quality education and maintaining standards of excellence. (Memorandum of Understanding attached.)

2. The administration shall consult with potentially impacted faculty and notify the Association prior to the implementation of any general increase or decrease in class sizes during the duration of this Agreement.

**SECTION IV – PROFESSIONAL DEVELOPMENT UNITS**

It is understood and agreed by the parties that attainment of Professional Development Units has a significant potential impact on funds made available to the District and to the distribution of salary increase allocations. Accordingly, faculty members are expected to report and document such activities to the OUA on a timely basis.

**SECTION V – ADVISING**

The District and the Association agree to hire and train a cadre team of curriculum advisors to advise new students for Winter and Spring Quarters, replacing full-time faculty in arena advising. During these quarters full-time faculty will be available in their offices for consultation with curriculum advisors and students for one two hour period. In the event of an emergency during their scheduled two hour block, full-time faculty may be assigned to work in the arena.

This project will be evaluated annually by the Faculty Advising Advisory Committee. Its evaluations, conclusions, and recommendations shall be submitted to the Executive Dean by May 1 of each year. Those conclusions and recommendations shall be reviewed by the Labor/Management Committee no later than June 1 of each year.
Article Twelve – Salaries and Benefits

SECTION I – FULL-TIME FACULTY SALARY

A. INCREMENTS, ADVANCEMENTS, AND PROMOTIONS

1. Increments

   Effective September 1, each faculty member employed during the previous academic year who has not already been credited with that previous year's experience shall move one step (increment) vertically on the current salary schedule.

   For the 2007-08 year, full-time faculty on Range A, Steps 1-12 and on Range B, Steps 3-11, employed at least two quarters during the 2006-07 academic year, will move one step vertically on the salary schedule in Section B below.

2. Promotions

   Faculty members granted tenure during the 1989-90 and subsequent years shall be promoted consistent with Article Ten, Section III.

3. Grants

   Faculty members who are awarded a grant (NEH, NSF, Fulbright, Guggenheim, etc.), from either a public or private agency, shall receive applicable increments provided that participation is pursuant to a formally approved leave of absence.

4. Turnover dollars shall be utilized as mutually agreed to by the parties.
B. FULL-TIME FACULTY SALARY SCHEDULE

Effective July 1, 2007

<table>
<thead>
<tr>
<th>2006-07</th>
<th>2006-07</th>
<th>2007-08</th>
<th>2007-08</th>
</tr>
</thead>
<tbody>
<tr>
<td>Range &amp;</td>
<td>Salary</td>
<td>Range &amp;</td>
<td>Salary</td>
</tr>
<tr>
<td>Step</td>
<td>Schedule</td>
<td>Step</td>
<td>Schedule</td>
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<tr>
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<td>A.1</td>
<td>45,447</td>
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<tr>
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<td>39,344</td>
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</tr>
<tr>
<td>A4</td>
<td>42,840</td>
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<td>50,885</td>
</tr>
<tr>
<td>A5</td>
<td>44,587</td>
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<tr>
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<tr>
<td>A7</td>
<td>48,084</td>
<td>B.2</td>
<td>49,072</td>
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<tr>
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<td>50,885</td>
</tr>
<tr>
<td>A9</td>
<td>51,580</td>
<td>B.4</td>
<td>52,698</td>
</tr>
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<td>A10</td>
<td>53,329</td>
<td>B.5</td>
<td>54,510</td>
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<tr>
<td>A11</td>
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<tr>
<td>A12</td>
<td>56,825</td>
<td>B.7</td>
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<tr>
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<tr>
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<tr>
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<td></td>
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<td>60,320</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>II.10</td>
<td>63,574</td>
</tr>
</tbody>
</table>

Notes:

*New hires cannot be placed above Column I, Step 3 unless extraordinary circumstances prevail.

C. LIBRARIAN EXTENDED CONTRACTS

Effective September 1, 1991, librarians will be compensated at their per diem rate for hours worked in excess of Article Eleven, Section III.F.8 exclusive of Summer Quarter.
SECTION II – PART-TIME FACULTY SALARY PROGRAMS

A. COURSE CATEGORY DETERMINATION

Each course shall be evaluated by the Organizational Unit Administrator as to appropriate Category A, B, or C. This evaluation shall be recommended to the Executive Dean and may be reviewed by the Instructional Cabinet. Final category determination shall be made by the Executive Dean. The evaluation shall be determined as follows:

<table>
<thead>
<tr>
<th>Category A:</th>
<th>Courses of a clinical nature and non-instructional assignments such as developmental lab teaching assistants.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category B:</td>
<td>Counseling and Library assignments and courses with little or no formal evaluation of the student.</td>
</tr>
<tr>
<td>Category C:</td>
<td>College credit courses and required high school completion courses. Effective 9/1/96, all ABE/GED/ESL lecture courses shall be in this category.</td>
</tr>
</tbody>
</table>

B. PART-TIME SALARY SCHEDULE

Effective July 1, 2007

<table>
<thead>
<tr>
<th>BASE RATE</th>
<th>SENIOR RATE</th>
<th>BASE RATE</th>
<th>SENIOR RATE</th>
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<tr>
<td></td>
<td>Step 1*</td>
<td>Step 2**</td>
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<tr>
<td>Category A</td>
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<td>$27.64</td>
<td>$28.93</td>
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<tr>
<td></td>
<td>per contact hour</td>
<td>per contact hour</td>
<td>per contact hour</td>
</tr>
<tr>
<td>Category B</td>
<td>$36.38</td>
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<tr>
<td></td>
<td>per contact hour</td>
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</tr>
<tr>
<td>Category C</td>
<td>Prorata (1)</td>
<td>Prorata (2)</td>
<td>Prorata (3)</td>
</tr>
</tbody>
</table>

Effective July 1, 2007:

Prorata (1): The number of CHEs times 0.62895093 of Col. I, Step 3 of the full-time faculty salary schedule divided by 45

Prorata (2): The number of CHEs times 0.59700991 of Col. I, Step 6 of the full-time faculty salary schedule divided by 45

Prorata (3): The number of CHEs times 0.53326954 of Col. I, Step 10 of the full-time faculty salary schedule divided by 45

*Full-time faculty members with more than four (4) years full-time or part-time service shall be promoted to the Senior Rate. All part-time faculty members who meet the Affiliated eligibility criteria in Article One, Section N.2.b.1 shall be promoted to the Senior rate. Faculty at the Senior rate will be available for increased consultation time.

** Any part-time or full-time faculty paid at the Senior Rate for at least two academic years and who has taught forty-five (45) credits or its equivalent since placement on Senior Rate will be eligible for an increment, provided funding for such an increment is provided by the State Board and/or the Legislature. (Part-time faculty on the Senior Rate Step One shall be moved to Senior Rate Step Two.) Faculty paid on a prorata basis will be moved to the next cell in Column I of the Full-time Salary Schedule.

C. CALCULATION OF CHEs

Calculation of CHEs shall be in accordance with Article Eleven, Section III.F except as modified below:

1. English 101, 201 credit hour equivalent: 1 x number of weekly hours scheduled = CHE.
2. Instruction - Standard Laboratory credit hour equivalent: .957 x number of weekly hours scheduled 
   = CHE.

D. IMPLEMENTATION OF PROGRAM

1. No regression

   No faculty member employed part-time in the previous academic year will be paid at a lower 
   hourly rate for the duration of the contract.

2. Extra contract time

   A course may be awarded extra contract time by the Dean of Instruction for work over and 
   above actual class work upon recommendation by the appropriate Division Chairperson.

3. Special cases

   a. For teaching, curriculum development, or other special projects for which normal 
      classroom contact hours are not applicable, salaries, including community service, shall 
      be determined by the appropriate Dean with timely notification to the Association prior to 
      implementation of such salaries. Either party to this Agreement may bring up for 
      discussion, development of guidelines for such salaries that do not conform to the part-
      time salary schedule, including community service salaries, in accordance with Article 
      Seven, Section I.

   b. Paraprofessional replacement personnel, interns, and graduate degree candidates may 
      be hired, according to required skill levels, to enable the Sabbatical Leave program to 
      conform to Council of Higher Education guidelines.

   c. Developmental Lab (Math, Reading, Writing) Teaching Assistants

       The parties agree that those Developmental Lab Teaching Assistants assigned by their 
       respective Lab Director the equivalent of 80% or more of a full-time load for the entire 
       academic year will be given annual part-time contracts. These individuals will be paid at 
       the appropriate step of the part-time faculty hourly salary schedule.

SECTION III – OTHER REMUNERATION AND BENEFITS

A. SUMMER SCHOOL

   Summer school activities shall be paid in accordance with the part-time hourly schedule.

B. PERSONAL VEHICLE USAGE

   Any faculty member who uses her/his own personal vehicle for transportation to and from a 
   facility that is being used for institutional or related academic activities shall be compensated in 
   accordance with applicable statutes provided the policy regarding use of District vehicles has 
   been followed.

C. SALARY PAYMENT PLANS AND WITHHOLDING

   1. Salary payment plans

       Full-time Faculty see Article One, N.1.a-c. Annually contracted faculty shall be paid 
       semimonthly in equal warrants beginning September 25, of any year according to their choice 
       of one of the following plans:

       PLAN I (Regular) Annually contracted faculty members, upon their choice, shall be paid one-
       nineteenth (1/19th) of the balance of their annual contract starting September 25 and 
       continuing through June 25.

       PLAN II (Balloon): Annually contracted faculty members, upon their choice, shall be paid one-
       twenty-fourth (1/24) of the balance of their annual contract starting September 25 and 
       continuing through June 25. The balloon summer payment of one-fourth (1/4) of the annual 
       contract shall be paid on June 25.

       Full-time faculty teaching Summer Quarter in addition to their annual contract shall be paid 
       twice monthly in accordance with Appendix C.1.
2. Part time faculty salary payment

   Beginning Fall Quarter 2000, part-time faculty shall be paid twice monthly in accordance with
   Appendix C.1.

   Issuance of paychecks is contingent upon final grades being submitted.

3. Direct Deposit

   All faculty members, upon their choice, shall have their salary direct deposited.

4. Community service faculty

   a. Effective September 1, 2007, the Community Service rate shall be no less than $26.69
      per hour.

   b. Community service instructors shall be paid in accordance with Appendix C.1.

5. Withholding

   Such matters shall be handled in accordance with all applicable statutes including RCW
   49.48.010.

D. PAYMENT FOR CANCELLED CLASSES

   In the event of class/section assignment cancellation within one (1) week from the scheduled start
   of the class, part-time faculty (excluding full-time faculty who are teaching extra classes) shall be
   compensated $82.00 per class in addition to remuneration for any class time actually performed.

E. PROFESSIONAL DEVELOPMENT

   Part-time faculty in the academic divisions who are employed 50% or more of full time during Fall,
   Winter, or Spring Quarter of the applicable year and all affiliated faculty will be paid $150 upon
   attendance at one professional development day or one college issues day annually. Part-time
   faculty in the academic divisions compensated at the senior rate who are employed 50% or more
   of full-time during Fall, Winter, or Spring Quarter of the applicable year will be paid $150 upon
   attendance at an additional professional development or college issues day annually.

   Part-time faculty in the academic divisions who attend an orientation session at the beginning of
   Fall or Winter Quarter shall receive $50. Effective Fall Quarter, 2008, they shall receive $75.

F. PAYMENT FOR GOVERNANCE AND ESSENTIAL COLLEGE DUTIES

   The College and the Association recognize that faculty are often asked to perform essential
   duties of the college that extend beyond their contractual workload.

   The college will provide $2500 annually to compensate part-time faculty who are asked to serve
   on College-identified priority committees and contractual task forces of direct impact to adjunct
   faculty, and for part-time faculty who serve as pluralism advocates on screening and interviewing
   committees.

SECTION IV – INSURANCE PLANS AND RELATED BENEFITS

A. INSURANCE COVERAGE - GENERAL

   The Board agrees to make available group, health, dental, life, optional long-term disability, and
   other appropriate insurance programs as established by the State Employees Benefits Board and
   shall contribute the maximum amount allowed by law per full-time and eligible part-time faculty
   per month per year.

B. PART-TIME ELIGIBILITY

   1. The President or his/her designee shall inform all part-time faculty working under quarterly
      agreements of the eligibility criterion for health and insurance coverage established by the
      Public Employees Benefits Board. For 2000-2001, part-time faculty who are contracted for at
      least 50% of a full-time load at BCC or work a combined load of at least 50% at BCC and
      other Washington State public institutions of higher education for two consecutive quarters
      are eligible for health and dental insurance at the start of the second consecutive quarter.
2. Summer coverage

Health and insurance coverage will be provided during July and August of each year for part-time faculty who are eligible under the rules of the Public Employees Benefits Board.

C. OTHER GROUP INSURANCE PLANS

1. Plans
   a. Accident Insurance
   b. Life Insurance
   c. Long-Term Disability Insurance (Salary Continuation)

2. Part-time eligibility

Part-time faculty under quarterly agreements may participate in those plans offered by the State Employees Benefits Board in accordance with the eligibility and employer contribution rules established by the State Employees Benefits Board.

D. RETIREMENT OPTIONS

Full-time faculty are required to contribute to a retirement plan effective with the date of hire, as provided by statute and state regulations. For 2000-2001, part-time faculty who are contracted for at least 50% of a full-time load at BCC or work a combined load of at least 50% at BCC and other Washington State public institutions of higher education for two consecutive academic quarters are required to contribute to a retirement plan at the start of the second consecutive quarter.

E. TAX DEFERRED ANNUITY PLANS

The Board shall make available to faculty tax-deferred annuity plans in accordance with state regulations.

SECTION V – ACTIVITY STIPENDS

Effective July 1, 2007:

A. PERFORMANCE STIPENDS

1. Concert Choir Director $3,344
2. Vocal Jazz Band Director $3,344
3. Stage Band Director $3,344
4. Drama Director $3,344
5. Chamber Choir Director $1,500

B. ATHLETIC RELEASE TIME AND STIPENDS

<table>
<thead>
<tr>
<th>Sports</th>
<th>Release Time Full Time</th>
<th>Minimum Stipend Not Full Time</th>
</tr>
</thead>
<tbody>
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<tr>
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<tr>
<td>Basketball, Men</td>
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<td>$5220</td>
</tr>
<tr>
<td>Assistant</td>
<td>11%</td>
<td>$2610</td>
</tr>
<tr>
<td>Basketball, Women</td>
<td>25%</td>
<td>$5220</td>
</tr>
<tr>
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<td>$2610</td>
</tr>
<tr>
<td>Cross Country</td>
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<tr>
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<tr>
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<tr>
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<td>$5220</td>
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<td>Track, Men &amp; Women</td>
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<tr>
<td>Men</td>
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<td></td>
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<td>11%</td>
</tr>
<tr>
<td>Athletic Trainer</td>
<td></td>
<td>25%</td>
</tr>
</tbody>
</table>

Stipends indicated herein are per individual participant. Nothing herein shall be construed to require the District to maintain such programs.

C. DEVELOPMENTAL LAB DIRECTORS

1. Reading Lab Director - 3/9 release time.
2. Writing Lab Director - 3/9 release time.

Each lab director shall be $1545 for Summer Quarter.

D. OTHER

1. Delta Epsilon Chi Advisor - 1/9 release time or equivalent stipend.
2. Phi Theta Kappa Advisor - 1/9 release time or equivalent stipend.
3. Art Gallery Director - 1/9 release time or equivalent stipend.
4. Jibsheet Advisor - 2/9 release time or equivalent stipend.
5. Interior Design Student Association (IDSA) Advisor - 1/9 release time or equivalent stipend.

SECTION VI – IMPLEMENTATION

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

The District agrees not to bring or file suit to invalidate any provisions of this contract.

In the event of invalidation, the contract will automatically be reopened at the request of the Association.

Article Thirteen – Grievance Procedure

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

A. DEFINITIONS

1. A "GRIEVANT" shall mean a faculty member or group of faculty members or the Association.
2. A "GRIEVANCE" shall mean the alleged violation, misinterpretation, or misapplication of the terms and provisions of this Agreement.
3. "DAYS" as used in this section shall mean working days of the academic year (Monday - Friday excluding holidays, Winter and Spring breaks). Failure by the grievant to comply with a time limit at any step shall constitute acceptance of the employer's last answer. If the employer fails to comply with the grievance time limit at Step One, the grievance shall be advanced automatically to Step Two. If the employer fails to comply with the grievance time limits at Step Two, the grievance shall be settled in favor of the grievant(s). Time limits may be waived or extended by written mutual agreement.
B. RIGHTS TO REPRESENTATION
Upon request of the grievant(s), an Association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.

C. INDIVIDUAL RIGHTS
Nothing contained herein shall be construed as limiting the right of any faculty member having a grievance to have the problem adjusted without the intervention of the Association. A grievant may be represented at all stages of the grievance procedure by her/himself, or by any other individual of her/his choice. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure and to be notified in writing as to the disposition of the matter.

D. PROCEDURE
1. Step one
   Within thirty (30) days of the knowledge of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the Executive Dean or his/her designee. The Dean shall arrange for a Step One meeting with the grievant and/or the Association, to take place within five (5) days of her/his receipt of the grievance. The Executive Dean or his/her designee shall provide the grievant and the Association with a written answer to the grievance within ten (10) days of receipt of the grievance. Such answer shall include the reasons upon which the decision was based.

2. Step two
   If the grievant is not satisfied with the disposition of her/his grievance at Step One, the grievance may be referred to the College President or her/his designee within five (5) days. The College President or her/his designee shall arrange for a Step Two meeting with the grievant and/or the Association, to take place within ten (10) days of her/his receipt of the appeal. The grievant(s) shall have the right to include in the representation such witnesses or representatives as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the meeting the College President or her/his designee will have ten (10) days to provide her/his written decision, together with the reasons for the decision, to the grievant and the Association.

3. Step three
   a. If the grievant is not satisfied with the disposition of her/his grievance at Step Two, s/he may within twenty (20) days of the Step Two answer request in writing that the Association submit her/his grievance to arbitration. The Association may, by written notice to the College President or her/his designee, within ten (10) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration.
   b. Within ten (10) days after such written notice, the Association shall submit a request for a list of arbitrators from the American Arbitration Association. The parties will be bound by the voluntary rules and procedures of the American Arbitration Association.
   c. The arbitrator selected will confer with the representatives of the District and the Association and hold hearings promptly and will issue her/his decision not later than thirty (30) days from the date the final statements and proof are submitted to the AAA. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted, unless both parties have requested a bench decision. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

E. JURISDICTION OF ARBITRATOR
Only grievances which involve an alleged violation by the Employer during the term of this Agreement and which are processed consistent within the time limits herein provided shall be subject to arbitration. Jurisdiction of the arbitrator is limited to:

1. Adjudication of the issues which under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and
2. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement; and

3. The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and

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

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

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

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

F. FEES AND EXPENSES

The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association, and the faculty members affected consistent with the terms of this Agreement.

G. ADMINISTRATIVE CHANNELS

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

H. INFORMATION

The Board and the Administration will furnish the Association appropriate information as is requested for the processing of any grievance. Should Step Three processing of any grievance require that a faculty member or Association representative be released from her/his regular assignment, s/he shall be released without loss of pay, provided appropriate class coverage is accomplished.

I. CONFIDENTIALITY AND FILES

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

2. All matters pertaining to specific grievances shall be confidential information and shall not be indiscriminately divulged by participants in the grievance adjusting process.

Article Fourteen – Retirement

A. Early Retirement Notification

In order to provide for an orderly transition upon the retirement of full-time faculty members, tenured faculty members who provide written notice of their pending retirement by October 15 of the year prior to the calendar year their planned retirement will receive a stipend at the time of retirement. To be eligible for a stipend, the faculty member must be at least 55 years of age at the time of retirement, and have at least 10 years of full-time faculty employment at BCC. The stipend will be calculated as follows:

10-19 years: Ten (10%) percent of annual salary placement

20 or more years: Fifteen (15%) percent of annual salary placement
B. EMERITUS FACULTY

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

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

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

C. AFFILIATED FACULTY RETIREMENT

Upon retirement, affiliated part-time faculty members who qualify for retirement cash out under the provisions of Article Nine, Section III, D, 2 shall receive $100.00 in recognition of their accomplishments and longevity at BCC.

Article Fifteen – Tenure

SECTION I – PROBATIONARY PERIOD

A. REGULAR PERIOD

The Board of Trustees shall provide for the award of faculty tenure following a probationary period not to exceed nine consecutive college quarters, excluding Summer Quarter and approved leaves of absence; provided, that tenure may be awarded at any time as may be determined by the Board of Trustees after it has given reasonable consideration to the recommendations of the Tenure Review Committee.

B. FOURTH PROBATIONARY YEAR

Upon formal recommendation of the Tenure Review Committee and with the written consent of the tenure candidate, the Board of Trustees 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 Tenure Review Committee's recommendation is based on its belief that the tenure candidate needs additional time to complete satisfactorily a professional improvement plan already in progress and in the committee's further belief that the candidate will complete the plan satisfactorily. At the conclusion of any such extension, the Board of Trustees may award tenure unless the candidate has, in the judgment of the committee, failed to complete the professional improvement plan satisfactorily.

SECTION II – CANDIDATE RESPONSIBILITIES

A. All tenure candidates shall carry a full workload in accordance with standards described in this Agreement. Such a workload would include assignments in accordance with class/work schedules, advising of students, and office hours. In each case the specific duties of a candidate shall be spelled out in writing at the time of appointment and may be modified from time to time, in writing, by the appropriate Dean or dean’s designee.

B. The candidate must give evidence of her/his competency in her/his field as judged by the Evaluation Subcommittee.
SECTION III – EVALUATION SUBCOMMITTEES

Each candidate shall be assigned a four-member Evaluation Subcommittee selected by the organizational units and approved by the Tenure Review Committee. The Evaluation Subcommittee shall be responsible for the continuing evaluation of the individual candidate until s/he is either granted tenure or until s/he is no longer employed at Bellevue Community College.

A. SELECTION

1. The tenured faculty of the candidate's Organizational Unit shall elect two (2) tenured faculty members to the Evaluation Subcommittee.

2. The candidate shall select the third tenured faculty member.

3. The fourth member shall be the appropriate Organizational Unit Administrator.

4. The Evaluation Subcommittee shall be formed by the sixth week of the faculty member's first quarter.

5. At least two (2) faculty members of the Evaluation Subcommittee shall be within the candidate's Organizational Unit. It is recommended that one faculty member be from outside the candidate's Organizational Unit.

6. The Chairperson shall be a faculty member.

7. A vacancy shall be filled following the procedures set forth above.

B. DUTIES

1. The first responsibility of the Evaluation Subcommittee is to assist the candidate. The evaluation of the candidate shall be directed toward improving the candidate's effectiveness in her/his appointment. The basis for evaluation shall be the criteria in Appendix A.

2. Following the Tenure Review Committee guidelines and the criteria in Appendix A and utilizing Appendices B through M and Appendix O as appropriate, the Evaluation Subcommittee shall consider: (1) Self-evaluation by the candidate, (2) Peer evaluations, (3) First-hand observation and evaluation by one administrator, and (4) Student evaluations.

3. The evaluation process shall include at least one formal meeting per quarter that clarifies the criteria and procedures and indicates the progress of the candidate. Informal meetings may be scheduled upon request of either party.

4. A summary of each item discussed will be written, noting any disagreements. All notations or remarks on evaluative instruments and records shall be initialed by the candidate and a member of the Evaluation Subcommittee.

5. In response to the first and second year reports from the Tenure Review Committee, the Evaluation Subcommittee shall develop, in consultation with the candidate, a written plan to improve areas of weakness and any deficiency identified by the Tenure Review Committee in accordance with Section IV.D.2.b of this Article.

6. Based upon the information received under III.B above and other information independently arrived at, the Evaluation Subcommittee shall recommend to the Tenure Review Committee either to grant or deny tenure, to extend, including a fourth year, or terminate the probationary period. Such recommendations shall be forwarded to the Tenure Review Committee with copies of the final evaluation report.

7. If the recommendation of the Evaluation Subcommittee is for a fourth probationary year, or if directed by the Tenure Review Committee in accordance with Section IV.D.2.c.(2) of this Article, the Evaluation Subcommittee will develop a professional improvement plan in consultation with the candidate to accompany the Tenure Review Committee’s recommendation for a fourth probationary year.

SECTION IV – TENURE REVIEW COMMITTEE

A. COMMITTEE COMPOSITION

1. There shall be an eight (8) person committee composed of the Executive Dean, one (1) student, and six (6) tenured faculty members. No more than two faculty members may come from the same organizational unit.
2. The chairperson of each candidate’s evaluation subcommittee may serve as ex-officio member of the Tenure Review Committee when a recommendation about the candidate is being considered.

3. The chair of the Tenure Review Committee shall be a faculty member selected annually by the committee members.

4. The College President shall make available one-ninth (1/9) release time to the chairperson of the Tenure Review Committee and $75.00 per document beyond twenty for each faculty committee member. This provision will be reviewed during full contract negotiation years.

B. FACULTY AND STUDENT MEMBER SELECTION

1. Two (2) tenured faculty members shall be elected by majority vote of the full-time faculty for a three-year term by May 15 of each year.

2. Nominations for faculty members to this committee should be made to the Secretary-Treasurer of the Association by May 1 of each year.

3. The President of the Association shall be responsible for printing the ballots and establishing the time and place for polling. Such place and time should be convenient and publicized for all full-time faculty members. The ballots shall be counted by the President of the Association or her/his designee and certified by the Executive Council. The candidates receiving the largest number of votes shall be elected. In case of a tie, a run-off election involving the tied candidates shall be held in the same manner as prescribed above.

4. Tenure Review Committee members shall, in the event of a conflict of interest, exclude themselves from such proceedings in which they are personally involved. Tenure Review Committee members shall exclude themselves from serving on Evaluation Subcommittees.

5. The student member shall be appointed by the President of the Associated Students of Bellevue Community College and confirmed by the Executive Board of ASBCC.

6. Vacancies on the Tenure Review Committee shall be filled for the remainder of the term in the same manner as the original appointment was made. This shall be accomplished within ten (10) days of the occurrence of such a vacancy.

C. DUTIES

1. The Tenure Review Committee shall provide for the continuing evaluation of candidates.

2. The Tenure Review Committee shall approve Evaluation Subcommittees, develop written guidelines in compliance with the Negotiated Agreement, and meet with the committees and candidates in order to assure their orientation and ability to do their functions.

3. The Tenure Review Committee may request the Evaluation Subcommittee to provide additional information about the candidate.

D. RECOMMENDATIONS

The Tenure Review Committee, based upon the recommendations and any other information provided by the Evaluation Subcommittee shall make its recommendations in accordance with the timelines and implementation process below.

1. Timelines

   a. First Year: The recommendation of the Tenure Review Committee to grant tenure, extend the probationary period, or terminate the employment of the candidate must be made by the end of the sixth week of the second consecutive probationary quarter, excluding Summer Quarter and approved leaves of absence.

   b. Second Year: The recommendation of the Tenure Review Committee to grant tenure, extend the probationary period, or terminate the employment of the candidate must be made by the end of the fifth week of the fifth consecutive probationary quarter, excluding Summer Quarter and approved leaves of absence.

   c. Third Year: The recommendation of the Tenure Review Committee to grant or deny tenure or to extend probation for a fourth year must be made by the end of the second week of the eighth consecutive probationary quarter, excluding Summer Quarter and approved leaves of absence.
d. Fourth Year: The recommendation of the Tenure Review Committee must be made by the end of the second week of the ninth, tenth, or eleventh consecutive probationary quarter as applicable, excluding Summer Quarter and approved leaves of absence.

2. Implementation of recommendations

a. If in the judgment of the Tenure Review Committee the candidate should be awarded tenure, then the recommendation for tenure, along with the committee’s rationale, shall be forwarded to the Board of Trustees. Copies of the recommendation and rationale shall be sent to the College President. Copies of the recommendation shall be sent to the candidate, and her/his Evaluation Subcommittee.

b. If in the judgment of the Tenure Review Committee the probationary period should be extended for a second or third year, then a written report detailing her/his strengths and weaknesses shall be sent to the candidate. If a weakness is considered to be sufficient reason for possible termination of employment or denial of tenure, it shall be identified as a deficiency. Copies of the report shall be sent to the College President and the appropriate Evaluation Subcommittee. The candidate or the chair of the Evaluation Subcommittee may request a conference with the Tenure Review Committee.

c. If in the judgment of the Tenure Review Committee the conditions stated in Section I. B. of this Article can be met and the probationary period should be extended for a fourth year, and

i. If the Evaluation Subcommittee has recommended a fourth probationary year, and has included a written plan for improvement, the Tenure Review Committee’s recommendation for a fourth probationary year, the candidate’s written consent to a fourth probationary year, and the professional improvement plan shall be forwarded to the Board of Trustees. Copies of the recommendation and professional improvement plan shall be sent to the College President. Copies of the recommendation shall be sent to the candidate and her/his Evaluation Subcommittee.

ii. If the Evaluation Subcommittee has not recommended a fourth probationary year, the candidate and the Evaluation Subcommittee will be directed by the Tenure Review Committee to develop and implement a written professional improvement plan which addresses the identified areas of deficiency. The candidate or the chair of the Evaluation Subcommittee may request a conference with the Tenure Review Committee. Upon receipt of the professional improvement plan, the Tenure Review Committee’s recommendation for a fourth probationary year, the candidate’s written consent to a fourth probationary year, and the professional improvement plan shall be forwarded to the Board of Trustees. Copies of the recommendation and professional improvement plan shall be sent to the College President. Copies of the recommendation shall be sent to the candidate and her/his Evaluation Subcommittee.

d. If in the judgment of the Tenure Review Committee the probationary period should be terminated, then:

i. The candidate shall be notified in conference with the Tenure Review Committee of the reason(s) for the Tenure Review Committee's recommendation. The candidate may appeal in accordance with Section V. below.

ii. The recommendation shall be made in writing to the College President citing the reasons. Copies shall be sent to the candidate and her/his Evaluation Subcommittee.

e. If in the judgment of the Tenure Review Committee the candidate should be denied tenure, then:

i. The candidate shall be notified in conference with the Tenure Review Committee of the reason(s) for the Tenure Review Committee's recommendation. The candidate may appeal in accordance with Section V. below.

ii. The recommendation shall be in writing to the Board of Trustees citing the reasons. Copies shall be sent to the candidate, her/his Evaluation Subcommittee, and the College President.
SECTION V – APPEAL OF RECOMMENDATION FOR DENIAL OF TENURE OR TERMINATION

A. STEP ONE: If the candidate disagrees with the Tenure Review Committee’s recommendation to deny tenure or terminate her/his employment, the candidate will be given the opportunity to challenge the recommendation before the committee provided that the candidate notifies the committee in writing within seven (7) calendar days of the date of the Tenure Review Committee’s recommendation. The candidate may bring any person s/he chooses to aid or represent her/him and may submit additional information to the Tenure Review Committee for its review.

B. STEP TWO: The Tenure Review Committee, based upon any additional information provided by the candidate, shall determine whether to uphold or modify its recommendation. The Tenure Review Committee shall have fourteen (14) calendar days from completion of Step One to hear the candidate’s appeal and notify the candidate of its determination. This determination shall be forwarded to the College President and, if appropriate, the Board of Trustees.

C. STEP THREE A: Step Three A pertains only to First and Second year candidates. If the Tenure Review Committee affirms its recommendations and if the candidate wishes to pursue the appeal, the candidate shall have seven (7) calendar days from the completion of Step Two to request in writing a meeting with the College President to present his or her reasons for disagreeing with the decision of the Tenure Review Committee. The College President shall have ten (10) calendar days to meet with the candidate and notify the candidate of his or her decision to agree or disagree with the decision of the Tenure Review Committee. At the discretion of the College President, the Tenure Review Committee Chair and/or the Evaluation Subcommittee Chair may also be required to attend the meeting.

D. STEP THREE B: Step Three B pertains only to Third and Fourth year candidates. If the Tenure Review Committee affirms its recommendation and if the candidate wishes to pursue the appeal, the candidate shall have seven (7) calendar days to notify the Board of Trustees to request a hearing to present the reasons for disagreeing with the Tenure Review Committee’s recommendation to the Board. At the request of the candidate, the President will meet with the candidate prior to any scheduled hearing with the Board of Trustees. At the discretion of the Board of Trustees, the President of the College, the Tenure Review Committee Chair, and/or the Evaluation Subcommittee Chair may also be required to attend the hearing.

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

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

SECTION VI – COLLEGE PRESIDENT

A. After reviewing the recommendations of the Tenure Review Committee to extend probation for a second or third year or terminate the probationary period, the College President shall make a decision to extend or terminate the probationary period. The College President shall make the decision prior to the beginning of the third or sixth consecutive quarter as applicable. The College President will communicate the decision in writing to the candidate, the Tenure Review Committee, and the chairperson of the Evaluation Subcommittee.

B. In case the College President recommends the granting of tenure either immediately or within the first eight quarters of the probationary period, s/he shall forward her/his recommendations to the Tenure Review Committee together with the rationale for such a recommendation. If tenure is recommended, then Article Fifteen, Section IV.D.2.a (Implementation of Recommendations) will be followed. If the recommendation of the Tenure Review Committee is not to grant tenure at that time, both the recommendations and supporting rationale of the College President and the Tenure Review Committee shall be sent to the Board of Trustees for its action.

SECTION VII – BOARD OF TRUSTEES

A. AUTHORITY

The parties understand that the authority to grant or deny tenure or approve a recommendation for a fourth probationary year under the conditions set forth in Section I.B of this Article is vested
with the Board by RCW 28B.50.850, subject to the terms of this Article. The final decision to award or withhold tenure shall rest with the Board of Trustees, after it has given reasonable consideration to the recommendations of the Tenure Review Committee.

B. TIMELINES

The Board of Trustees will review recommendations of the Tenure Review Committee and the recommendations of the President and make its decision. The Board of Trustees shall render its final decision prior to the beginning of the ninth, tenth, eleventh, or twelfth consecutive quarter as applicable. The Board will communicate its decision in writing to the candidate, the College President, and the Chairperson of the Tenure Review Committee.

C. REVIEW OF COMMITTEE RECOMMENDATIONS

The Board of Trustees upon receiving the Tenure Review Committee’s recommendation(s) shall examine and deliberate upon them with full consideration given for the rationale cited. If the Board of Trustees disagrees with the recommendation(s), the Board shall hold a meeting with the Tenure Review Committee to discuss the disagreement at least five (5) days prior to any final decision.

SECTION VIII – RECORDS

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

SECTION IX – DECISIONS NOT GRIEVABLE

It is further agreed that any and all decisions relating to the awarding or withholding of tenure or the non-renewal or renewal of tenure candidates shall not be subject to the grievance procedure of this Agreement.

Article Sixteen – Dismissal

A. FACULTY CATEGORIES COVERED

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

B. SUFFICIENT CAUSE FOR DISMISSAL OF A FACULTY MEMBER

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

C. PRELIMINARY PROCEEDINGS CONCERNING THE FITNESS OF A FACULTY MEMBER

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

1. Notice
   After the President determines that dismissal proceedings should be initiated, the President shall specify the grounds constituting sufficient cause for dismissal, serve written notice of the cause(s) to the affected faculty member, and provide copies to the Dismissal Review Committee and the Association. The notice shall include:
   
   a. A statement of the time, place, and nature of the hearing (the hearing must be held on not less than ten (10) days' written notice);
   
   b. A statement of legal authority and jurisdiction under which the hearing is to be held;
   
   c. A reference to the particular rules of the College that are involved;
   
   d. A short and plain statement of the matters asserted. The affected faculty member shall have ten (10) days from the date of the notice of dismissal to make a written request for a hearing. If the affected faculty member does not request such a hearing from the President of the College within seven (7) days, the President will request a written determination from the faculty member as to whether she/he wishes to avail herself/himself of the right to a hearing. If the faculty member fails to respond within the ten (10) days provided herein, this failure to request a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing. The decision of a faculty member not to request a hearing shall be communicated by the President in writing to the Dismissal Review Committee, the Association, and Board of Trustees.

   Furthermore, a timely written request for a hearing within the above ten-day period is deemed jurisdictional.

2. Procedural rights of affected faculty members
   An affected faculty member who has requested a hearing shall be entitled to one formal, contested case hearing pursuant to the Administrative Procedure Act, RCW 34.05, and shall have the following procedural rights:

   a. The right to confront and cross-examine adverse witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the faculty member at least ten (10) days prior to the hearing on the matter towards which the testimony of the witness is considered material.
   
   b. The right to be free from compulsion to divulge information which s/he could not be compelled to divulge in a court of law.
   
   c. The right to be heard in her/his own defense and to present witnesses, testimony, and evidence on all issues involved.
   
   d. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05.
   
   e. The right to counsel of her/his choosing who may appear and act on her/his behalf at the hearings.
   
   f. The right to have witnesses sworn and testify under oath.

3. Conduct of formal hearing
   
   a. APPOINTMENT OF HEARING OFFICER

   Upon receipt of a request for a hearing from an affected faculty member, the President shall notify the Board of Trustees and request that the Board appoint an impartial and neutral hearing officer. The hearing officer shall be a member in good standing of the Washington State Bar Association and shall not be an employee of the State of Washington or any of its political subdivisions. The Association shall be consulted prior to the appointment of the hearing officer.
b. RESPONSIBILITIES OF HEARING OffICER

It shall be the role of the impartial and neutral hearing officer to conduct the hearing in accordance with RCW 34.05 and this Agreement. The duties of the hearing officer include:

i. Administering oaths and affirmations, examining witnesses, and receiving evidence, and no person shall be compelled to divulge information which s/he could not be compelled to divulge in a court of law;

ii. Issuing subpoenas;

iii. Taking or causing depositions to be taken;

iv. Regulating the course of the hearing;

v. Holding conferences for the settlement or simplification of the issues by consent of the parties;

vi. Disposing of procedural requests or similar matters;

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

viii. Appointing a court reporter, who shall operate at the direction of the hearing officer and shall record all testimony, receive all documents and other evidence introduced during the course of the hearing, and record any other matters related to the hearing as directed by the hearing officer;

ix. Assisting the Dismissal Review Committee in the conduct of its responsibilities;

tax. Allowing the Dismissal Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students, and reviewing any evidence offered by same;

xi. Preparing her or his proposed findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal hearing, the written recommendation of the hearing officer will be presented to the President, Dismissal Review Committee, affected faculty member, the Association, and the Board of Trustees;

xii. Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include: (a) All pleadings, motions, and rulings; (b) All evidence received or considered; (c) A statement of any matters officially noticed; (d) All questions and offers of proof, objections and rulings thereon; (e) His or her proposed findings, conclusions of law, and a recommended decision; (f) A copy of the recommendations of the Dismissal Review Committee;

xiii. Assuring that a transcription of the hearing is made and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs;

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

c. RESPONSIBILITIES OF DISMISSAL REVIEW COMMITTEE

The responsibilities of the committee shall be:

i. To receive guidance from the hearing officer regarding the conduct of its responsibilities;

ii. To review the case of the proposed dismissal;

iii. To attend the hearing and, at the discretion of the hearing officer, may call and/or examine any witnesses;

iv. To hear testimony from all interested parties, including but not limited to, other faculty members and students and review any evidence offered by same;
v. To arrive at its recommendations in conference on the basis of the hearing. As soon as reasonably practicable, but in no event longer than twenty-five (25) days after the conclusion of the formal hearing the written recommendations of the committee will be presented to the hearing officer, the affected faculty member, the President, and the Association.

4. **Final decision by the Board of Trustees**

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

a. Board review shall be based on the record of the hearing and on any record made before the Board of Trustees.

b. The Board may permit an opportunity for oral or written argument or both by the parties or their representatives.

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

5. **Effective date of dismissals**

The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board's final written decision as determined at the discretion of the Board of Trustees.

6. **Appeal from final decision**

Pursuant to RCW 34.05 as now existing or hereafter amended, any party shall have the right to appeal the final decision of the Board of Trustees within thirty (30) days after service of that decision. The filing of an appeal shall not stay enforcement of the decision of the Board.

E. **SUSPENSION**

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

F. **PUBLICITY**

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

G. **COMPOSITION OF DISMISSAL REVIEW COMMITTEE**

The Dismissal Review Committee shall be established no later than October 15 of any academic year. The members shall include one (1) administrator chosen by the President, one (1) full-time student chosen by the Student Association in such manner as the members thereof shall determine, and three (3) tenured faculty members representing the faculty who shall be elected by a majority of the full-time faculty acting as a body. These election(s) shall be conducted by the President of the Association. The faculty members on the initial Dismissal Committee shall serve a one-year, two-year and three-year term respectively. Subsequent elections will be for three year terms so that the committee members shall have staggered terms.

In no case shall a member of the committee sit in judgment of her/his own case, or the case of her or his spouse.

In the event there is a vacancy on the committee, a replacement shall be selected within fifteen (15) days of the vacancy in the manner outlined above.
H. TIME LIMITS

The term "days" as used in this Article refers to calendar days. In computing any time prescribed or allowed, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday.

I. SPECIAL PROVISION

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

Article Seventeen – Reduction-in-force

A. OBJECTIVE

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

B. DEFINITION

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

1. Elimination or reduction of financing or elimination or reduction of program.
2. State Board for Community & Technical College declaration of financial emergency pursuant to Laws of 1981, Ch. 13, para.1 under the following conditions:
   a. reduction of allotments by the Governor pursuant to RCW 43.88.110(2), or
   b. reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

C. REDUCTION-IN-FORCE UNITS AND PROCEDURE FOR ASSIGNMENT

1. Reduction-in-force units shall be established as follows and each full-time faculty member holding a probationary or tenured faculty appointment shall automatically qualify for assignment to any reduction-in-force unit in which one-third or more of the faculty members’ current assignment(s) are performed (not to exceed two (2) units).

The College shall provide the opportunity for each faculty member to claim rights to one additional reduction-in-force unit in October of any year based upon the following criteria:

   a. the faculty member possesses a Bachelor's degree or equivalent (45 quarterly credit hours) in the discipline, or
   b. the faculty member has taught a significant number of courses in the additional unit at the College within the last three academic years, or
   c. the faculty member has a major in the discipline or a Master/PhD. minor as identified by the graduating institution, or
   d. the faculty member has sufficient relevant work experience in the unit to qualify for vocational certification.

2. Reduction-in-force units

   Accounting
   Administration of Criminal Justice
   Administrative Office Systems
   American Sign Language
   American Studies
   Anthropology
   Art
Associate Degree Nursing
Astronomy
Biology
Botany
Business Administration
Chemistry
Communications
Continuing Ed. Nursing
Counseling
Dance
Diagnostic Ultrasound
Drama
Early Childhood Education
Economics
Ed. Dev. ESL
Engineering - Transfer
English
Environmental Science
Foreign Language*
French
General Business
Geography
Geology
German
History
Health Education
Home Economics/Consumer Ed.
Information Technology
Interior Design Technology
International Studies
Japanese
Library
Life Sciences*
Marketing
Mathematics
Media Communications and Technology
Meteorology
Music
Oceanography
Parent Education
Philosophy
Physical Sciences*
Physics
Political Science
Physical Education
Psychology
Radiologic Technology
Real Estate
Recreation Leadership
Sociology
Spanish
Speech
Zoology

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

Additional reduction-in-force units may be created to reflect new programs after consultation with the Association pursuant to Article Seven, Section I.

3. Reduction-in-force unit lists shall be developed annually by the President. Each faculty member shall be ranked in the appropriate reduction-in-force unit(s) in accordance with the seniority procedures defined herein. These lists shall be published and/or posted on or before
November 10 of each year. Any disputes regarding reduction-in-force unit assignment(s) shall be submitted to expedited arbitration utilizing the American Arbitration Association.

D. ORDER OF REDUCTION

If a reduction is determined to be necessary within a reduction-in-force unit, the order of reduction shall be based on seniority; provided that temporary faculty performing assignments associated with the reduction-in-force unit shall be released prior to implementing a reduction-in-force affecting probationary or tenured faculty in that unit.

E. SENIORITY

1. Definition

Seniority shall be based on the number of years of employment beginning with the date of the first full-time faculty contract for the most recent period of continuous full-time service at the College and shall include leave of absence, sabbatical, lay-offs, and faculty members employed by District 405 prior to July, 1967. The person with the highest number of qualifying years shall be the most senior: in the case of ties, seniority shall be determined in the following order:

a. First date of a written offer of employment extended by BCC.

b. Number of years of any faculty employment at BCC.

c. First date of application for employment.

d. Application of the revisions to this section will be retroactive to July 1, 2000.

2. Faculty/administrative appointment

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

F. IMPLEMENTATION OF REDUCTION-IN-FORCE

1. Preliminary proceedings concerning reduction-in-force

a. When the President determines that a reduction-in-force is necessary based on B.1 above, and has selected the affected faculty member(s) to be reduced, the initial step shall be for the President to meet with the affected faculty member and discuss the proposed reduction-in-force with the individual faculty member in personal conference which shall be an informal proceeding for purposes of RCW 34.05. The matter may be resolved at this step by use of alternatives such as reassignment, leave of absence, retirement, resignation, retraining, etc.

b. When the Board of Trustees determines that a reduction-in-force is necessary for the reasons set forth in B.2 above, the President shall select the affected faculty member(s) to be reduced and meet with the faculty member in personal conference, which is an informal proceeding for the purpose of RCW 34.05, to discuss the proposed reduction-in-force. The matter may at such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, retraining, etc.

c. The Association shall be notified in writing at least one workday prior to all meetings held pursuant to 1.a or b, above.

2. Formal procedures relating to reduction-in-force of a faculty member

The formal procedure relating to dismissal of faculty members (Article Sixteen D, F, G, and H) shall be followed except as modified below:
G. RECALL RIGHTS

1. Faculty members who have been separated from service as a result of this reduction-in-force procedure shall have the right to be recalled consistent with the provisions specified below.

2. Recall list(s) shall be created and maintained by the College for each affected reduction-in-force unit. The names of each affected faculty member shall be placed on the appropriate reduction-in-force unit list(s) according to seniority.

3. Recall shall be in reverse order of reduction-in-force by reduction-in-force unit(s) to a faculty position, either newly created or a vacant full-time position.

4. The right of recall shall extend three (3) calendar years from the effective date of reduction-in-force.

5. Each riffed faculty member shall keep the college Personnel Office informed of any change in address.

6. New hires shall not be employed to fill full-time faculty vacancies unless there are no qualified faculty members on the applicable reduction-in-force unit recall list(s) to accept the vacancies.

7. A riffed faculty member shall have fifteen (15) working days to respond following actual receipt of written notice of an offer of recall to a full-time position. If the individual fails to respond, her/his recall rights shall be waived.

8. A riffed faculty member who obtains additional certification, qualifications, or retraining while on a recall list(s) shall be entitled to update her/his records with the Personnel Office. An individual on recall may change her/his designation of reduction-in-force unit(s) during the first week in October of each year by meeting the qualifications in C above.

9. A faculty member on recall shall have the first right of refusal to any part-time assignments in her/his reduction-in-force unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided nothing herein shall require the District to consolidate part-time positions into a full-time position. In the instances where a full-time faculty member is on recall status the number of part-time assignments, if any, made in the applicable reduction-in-force unit shall not be increased over the number in existence at the time of reduction-in-force by more than the equivalent of one-half (1/2) of a full-time load.

10. Upon recall a faculty member shall retain all benefits such as personal leave, tenure, retirement, and seniority which had been accrued to the date of reduction-in-force.

11. The College shall notify the Association, in writing, of all employment offers made to faculty on recall and the final outcome of such offers.

H. SPECIAL PROVISIONS

1. Upon the request of a faculty member laid off for reasons of this policy, the College President shall write a letter to other institutions of the Northwest stating: (1) the reasons for said layoff, (2) the qualifications of the affected faculty member, and (3) any other pertinent information which may be of assistance in securing another employment position.

2. Excluding reduction-in-force unit assignment pursuant to Section C of this Article and seniority calculations pursuant to Section E of this Article, no application of the terms or procedures of this Article shall be subject to the grievance procedure of this Agreement.

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

4. Nothing herein shall be construed to affect the decision and right of the appointing authority not to renew a probationary faculty appointment without cause pursuant to RCW 28B.50.857.

5. Excluding applications of B.2 above, tenured faculty laid off will be given a minimum of sixty (60) calendar days’ notice.
Article Eighteen – Tenured Faculty Evaluation

A. PURPOSE

The Performance Appraisal System at Bellevue Community College is designed for the purpose of evaluating faculty for: (1) Enhancing professional growth and performance; (2) Maintaining satisfactory job performance.

B. SPECIFIC OBJECTIVES

1. To recognize those individuals who are performing in an outstanding manner.
2. To recognize individuals who are performing at a satisfactory level.
3. To identify individuals whose performance results are unsatisfactory/or needs improvement.
4. To help faculty who need or desire assistance with aspects of their job.
5. To provide an adequate and sound basis for personnel actions.

C. AREAS OF FACULTY EVALUATION

1. Teaching/counseling/librarianship
   a. TEACHING
      For those faculty who are in a classroom setting where the primary faculty responsibility is teaching. Teaching includes course preparation, implementation, and evaluation.
   b. COUNSELING
      For those faculty who are in a counseling setting where the primary area of responsibility includes such items as general ability to relate to students, assess student needs, establish an appropriate and timely contact, knowledge and skill in counseling techniques and strategies, and knowledge of appropriate information and referral resources.
   c. LIBRARIANSHIP
      For those faculty who are in a library setting where the primary areas of responsibility are library usage, which includes knowledge of the collection and reference tools, implementation (user/librarian contact), and collection development.

2. Advising
   Faculty are expected to advise students as appropriate to their job description.

3. Service to the college
   Faculty are expected to participate in college-wide and organizational unit activities.

4. Professional development
   Faculty are expected to continue professional growth.

5. Service to the community
   Two of the goals of Bellevue Community College are: to respond to community needs, and to cooperate in community development. Faculty are expected to provide services to the community as appropriate to their position description.

D. PROCESS AND PROCEDURES FOR EVALUATION OF TENURED FACULTY

1. Evaluation Process
   Every full-time tenured faculty member will have student evaluations done annually (one-third of each faculty's annually contracted teaching/counseling/librarian load randomly chosen each Fall).
   a. ANNUAL EVALUATION
      The student evaluations for each full-time tenured faculty member will be reviewed by the OUA. By the end of each year, the faculty member and the OUA will confer (in writing, person, or both) on evaluation results.
If the OUA, in his or her opinion, believes that the faculty member may not receive a satisfactory overall evaluation in the third year of the cycle, the OUA shall meet and share in writing his/her concerns with the faculty member. The faculty member may request assistance from the OUA in addressing those concerns.

b. THIRD YEAR EVALUATION
Every third year during Spring Quarter the OUA will do a written evaluation of the faculty member using Appendix B, Form N. The faculty member may choose to include a self evaluation. The basis for evaluation shall be the criteria in Appendix A.

If the OUA intends to rate the valuee unsatisfactory, the OUA shall meet with the valuee and a representative of the valuee's choice. The OUA must justify his/her decision by clearly linking the unsatisfactory evaluation to the specific evaluation criteria in Appendix A.

If at the end of the third year the overall evaluation is unsatisfactory the following year the procedures outlined in D.4 (Procedures for an Unsatisfactory Evaluation) below shall be followed.

2. Organizational unit administrator's responsibility
It is the OUA's responsibility during Spring Quarter to inform those faculty members that will have their third year evaluation Spring Quarter of the following academic year.

It is the OUA's responsibility or her/his designee(s) to obtain the student evaluations. The OUA or her/his designee(s) shall have the student evaluations processed. By the conclusion of each applicable quarter a copy of the student evaluation summaries and their written comments shall be forwarded to the valuee.

3. Records Disposition
The Executive Dean or her/his designee shall forward the original evaluation statement to the valuee's personnel file. The first copy is sent to the valuee and the second copy is forwarded to the OUA. The OUA shall be responsible for ensuring the destruction of all other materials related to the evaluation process.

4. Procedures for an Unsatisfactory Evaluation
An evaluation committee shall be established for those valuees whose overall evaluation is unsatisfactory. The committee shall utilize the procedures outlined in D.5 below (Full Evaluation) as part of its process. The evaluation committee shall consist of the OUA, one full-time faculty member selected by the valuee and one full-time faculty member appointed as follows: faculty members who will serve as third member of evaluation committees shall be appointed by the OUA from a list of tenured faculty nominated by the tenured faculty in the organizational unit. Such appointments shall be for two years. The evaluation committee shall select its own chair.

The evaluation committee shall work with the valuee to develop a plan of action for improving the valuee's overall performance for the ensuing three (3) teaching quarters. The primary goal of the evaluation committee is to assist the valuee in shifting her/his performance to satisfactory.

The evaluation committee is to meet with the valuee a minimum of two times each quarter. The committee chair or her/his designee shall take minutes at all meetings. The evaluation committee shall point out areas needing improvement, areas of strengths, and change the plan of action as needed. At the end of the first and second quarter a summary analysis of less than two pages shall be provided to the valuee and the Executive Dean. Each summary analysis shall be written by the OUA with the assistance of the evaluation committee.

By the end of the third teaching quarter an evaluation statement, using Appendix B, Form N, shall be written by the OUA with the assistance of the evaluation committee. The evaluation statement need only address those areas deemed "unsatisfactory" in the original evaluation. Data (as judged appropriate by the evaluation committee) may be collected from the usual sources (students, peers, administrator(s), and valuee).
This draft of the Summary Evaluation Statement shall be shared during a meeting of the OUA, the evalee and a third party if desired by the evalee. The evalee shall be free to examine this draft thoroughly and question the conclusions and recommendations stated therein. A final draft of the Summary Evaluation Statement shall be written subsequent to this meeting, and this draft will be forwarded to the evalee on or before May 6. The evalee shall sign, date, and return the Summary Evaluation Statement within two (2) days of receipt. The OUA shall send this statement within two (2) days of receipt to the Executive Dean.

The Executive Dean shall forward the original evaluation statement to the evalee's personnel file. The first copy shall be returned to the evalee and the second copy is forwarded to the OUA within ten (10) days of receipt of the evaluation statement.

If the evalee's overall performance is rated "satisfactory" or "outstanding" then the evalee returns to the regular evaluation process and she/he will not be re-evaluated until the end of the third year. This shall place the evalee back on the regular evaluation cycle. The OUA shall be responsible for insuring the destruction of all evaluation materials related to the evaluative process with the exception of the evaluation statement.

If the evalee is still rated in the overall performance category as "unsatisfactory" then the OUA shall forward a copy of all evaluation documentation to the Executive Dean. Based upon the documentation and the recommendation of the OUA, the Executive Dean shall undertake one of the following actions: (1) to have the evaluation committee continue to work with the evalee for a specified number of quarters, or (2) to make appropriate recommendation to the President.

2. Full Evaluation
The evalee's summary shall be developed by gathering data from the following sources:

a. Self-Assessment (Appendix B, Form A)

The evalee's self-assessment shall be completed by the end of the sixth week of Winter Quarter and sent to the OUA or her/his designee.

b. Peer Evaluation (Appendix B, Form B)

Peer evaluations shall be obtained from six (6) annually-contracted faculty peers. Those faculty to whom peer evaluations shall be sent should include two peers, if possible, from each of the three (3) categories below:

i. Annually-contracted faculty from the evalee's program/department including the program/department chair, providing he/she is not the evalee; and

ii. Annually-contracted faculty outside the organizational unit; and

iii. Annually-contracted faculty within the organizational unit.

The distribution shall be determined by the evalee in consultation with the OUA. Peer evaluations shall be sent to the OUA or her/his designee. The OUA will facilitate the tallying of responses in accordance with Form B categories. A typed copy of the peer summaries along with all written comments shall be forwarded to the evalee by the end of the sixth week of Winter Quarter. The evalee shall address the peer evaluations in her/his evaluation summary.

c. Administrator Evaluation Form (Appendix B, Form C)

An administrative evaluation shall be obtained from the OUA, who will forward her/his evaluation to the evalee by the end of the sixth week of Winter Quarter. If the evalee's workload requires that she/he work within more than one organizational unit, then evaluations shall be obtained from the appropriate administrators.

d. Student Evaluation (Appendix B, Forms D through M)

Four (4) sections from Fall and Winter Quarter shall be chosen at random at the beginning of Fall Quarter for this evaluation process. Standardized evaluation forms shall be used; those classes taught in a lecture/discussion mode shall be administered Appendix B, Forms D through M as appropriate, while those classes presented through lab/clinical approaches shall be administered Appendix B, Forms D through M as appropriate. Evalees may supplement these forms with individually tailored student evaluation instruments.
Counselors who are assigned classes shall use one of the standardized evaluation forms (Appendix B, Forms D through M as appropriate) for student evaluation. A minimum of two (2) sections shall be chosen at random for this evaluation process. For their individual counseling functions, counselors shall solicit student feedback on Appendix B, Form F.

Librarians who are assigned classes shall use one of the standardized evaluation forms (Appendix B, Forms D through M as appropriate). Evaluations from students who receive a librarian's assistance or service shall be solicited on Appendix B, Form G.

The OUA, or her/his designee, shall have the student evaluations processed and have compilation of all students' comments typed. By the end of the first week of spring Quarter student evaluation summaries and a compilation of student comments shall be forwarded to the evaluee.

e. EVALUEE'S SUMMARY (No form provided)
Upon receipt of the peer evaluation summary, the administrator's evaluation, the student evaluation summary results and compiled comments, the evaluee shall write a summary of no more than one (1) page. The evaluee shall consider her/his self-assessment in addition to the summaries and administrator evaluation(s). The summary shall identify strengths and weaknesses or areas where faculty performance might be improved as suggested by the data.

The evaluee shall send all evaluative data to the OUA no later than the end of the second week of Spring Quarter.

f. SUMMARY EVALUATION STATEMENT
The OUA shall review the evaluee's Summary and accompanying data. S/he shall review them using Appendix B, Form N. The OUA shall draft conclusions about the faculty member's performance, and recommendations thereto, which are clearly and reasonably supported by the data.

In addition to the conclusions, recommendations, or development plans s/he considers appropriate to the evaluation results, the OUA shall rate the evaluee's overall faculty performance as either (1) outstanding, (2) satisfactory, or (3) unsatisfactory.

This draft of the Summary Evaluation Statement shall be shared during a meeting of the OUA, the evaluee, and a third party if desired by the evaluee. The evaluee shall be free to examine this draft thoroughly and question the conclusions and recommendations stated therein. A final draft of the Summary Evaluation Statement will be written following this meeting, and this draft will be forwarded to the evaluee on or before May 6. The evaluee shall sign, date, and return the Summary Evaluation Statement within two (2) days of receipt of the final draft. The OUA shall send this statement within two (2) days of receipt to the Executive Dean for review and subsequent inclusion in the evaluee's Personnel file.

6. Evaluation grievance procedure
a. Grievances regarding evaluation shall be limited to arbitrary, capricious, or discriminatory actions on the part of the OUA.

b. The evaluee may file a written grievance with the Executive Dean. The Executive Dean shall hold a meeting to hear the grievance within five (5) working days of the filing. A written response shall be given to the grievant within three (3) working days of the meeting.

c. If the grievant is not satisfied with the disposition of her/his grievance at Step One, the grievance may be referred to the College President within five (5) working days. The College President shall arrange for a Step Two meeting with the grievant and/or the Association, to take place within ten (10) working days of her/his receipt of the appeal. The grievant(s) shall have the right to include in the presentation witnesses or representatives as they deem necessary to develop facts pertinent to the grievance. Upon the conclusion of the meeting, the College President shall have ten (10) working days to provide her/ his written decision, together with reasons for said decision, to the grievant and the Association. This shall be the final step.
7. Special provisions
   a. Evaluations shall not be considered disciplinary actions.
   b. No faculty member shall be dismissed for incompetence in the performance of professional duties while in an extension year pursuant to an unsatisfactory evaluation. Nothing in this section shall be construed to diminish the rights of the District in any other matter.
   c. Nothing herein shall preclude a faculty member from requesting special assistance at any time.

Article Nineteen – No Strike / No Lockout
The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all its employees during the term of this Agreement and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Agreement. Nothing herein shall be construed to mean the Board acknowledges the legality of such activities.

This provision shall be waived after August 31 of any year until ratification by the parties on any re-openable issues.

Article Twenty – Duration
A. This agreement shall remain in force and effect from September 1, 2007 through August 31, 2009.
B. Bargaining for a successor Agreement may begin on or after February 1, 2009.
C. Articles in this Agreement relating to economics, fringe benefits, or salaries may be opened for bargaining at any time in the event the Legislature of the State of Washington provides funds for such purposes not already contemplated by this Agreement.
D. For 2008-2009 the following shall be opened at the request of either party:
   Article Six and Appendices I, I-1 and I-2 – Program Management Issues
   Article Nine, Section III D 2 – Personal Leave Cash Out at Retirement
   Article Eleven Section I B – 2008 Opening Week
   Article Eleven, Section III.J – Compensation
   Article Twelve – Salaries and Benefits
   Appendix C – 2009-2010 calendar
   Appendix J – Part-time Performance Review Pilot
   Appendix K – Category 7 Workload Compensation
   Appendix N – Review of Appendices A, F and G
   Appendix O – Online and Hybrid Compensation
   Housekeeping date references

   Additional issues may be addressed upon mutual agreement of the parties.

For the Association

Rosemary Richardson, BCCAHE President
James Conlon, Negotiator
Dr. Melody Gold
Dr. Graham Haslam
Catherine Lyle
Louis Watanabe
Dr. Allan Kobui

For the Board

Paul Chiles, Chairman
Lee Kraft, Vice Chairman
Steve Miller
Vicki Omada
Vijay Vashee
Appendix A
Criteria used for areas of tenured faculty evaluation

A. TEACHING/COUNSELING/LIBRARIANSHIP

1. Teaching

For those faculty who are in a classroom setting where the primary faculty responsibility is that of teaching, Teaching includes course preparation, implementation (student/teacher contact) and evaluation (testing and grading).

a. Course preparation - includes but is not limited to the following:
   i. Provides up-to-date course syllabus, handouts, etc.
   ii. Provides course materials that are clearly written and appropriate to course level.
   iii. Defines course goals clearly for students.
   iv. Chooses appropriate test materials to ascertain student knowledge.
   v. Recommends prerequisites for the course.
   vi. Ensures goals appropriate to the needs of the students and purposes of the course.

b. Implementation (student/teacher contact) - includes but is not limited to the following:
   i. Communicates effectively with students.
   ii. Ensures that students feel free to ask questions and express their opinions.
   iii. Treats students with respect.
   iv. Shows interest in teaching course.
   v. Arrives well prepared for class consistently.
   vi. Uses time well.
   vii. Utilizes a variety of teaching methods and materials where appropriate.
   viii. Maintains established office hours.
   ix. Consults with students at other times upon request.

c. Evaluation (Testing and Grading) - includes but is not limited to the following:
   i. Uses evaluation consistent with goals and objectives.
   ii. Establishes clearly defined grading policies, procedures, and standards.
   iii. Provides prompt feedback and/or evaluation of student performance.
   iv. Assigns grades fairly and impartially.
   v. Uses feedback from students to revise tests.
   vi. Keeps current and accurate records of student progress.

2. Counseling

a. General Ability to Relate to Students - includes but is not limited to the following:
   i. Provides a safe environment which fosters effective exploration, disclosures, and cooperation.
   ii. Shows empathy and respect for students and their frame of reference.
   iii. Adapts counseling to a wide variety of students with respect to socioeconomic, cultural, age, sex, and personality differences and types of needs.

b. Ability to Assess Student Needs and Develop an Appropriate and Timely Counseling Contract - includes but is not limited to the following:
   i. Uses active listening skillfully and provides appropriate feedback for identifying student needs.
ii. Shows awareness of personal limitations and is able to make appropriate referrals and use of inter-professional collaboration to meet student needs.

iii. Determines the appropriate types of counseling necessary to bring about change or meet student needs.

iv. Encourages students to develop and clarify own goals and take responsibility to work toward solutions.

v. Facilitates appropriate termination.

c. Knowledge and Skill in Counseling Techniques and Strategies - includes but is not limited to the following:

i. Provides skillful test interpretation and is knowledgeable about the appropriate use of testing for personal, vocational, or educational counseling.

ii. Utilizes skillful counseling techniques so that students progress toward stated goals (for example: reflects, inquires, paraphrases, clarifies, interprets, confronts, sets limits, summarizes, and identifies cognitive and affective content).

iii. Formulates specific behavioral tasks where appropriate.

iv. Uses teaching and role-modeling skills to facilitate change.

v. Evaluates progress of counseling and student outcomes in an effective and timely manner.

d. Knowledge of Appropriate Information and Referral Sources - includes but is not limited to the following:

i. Utilizes appropriate career resources in vocational counseling.

ii. Utilizes current information about occupational trends, employment projections, and predictions about the future job market in specific fields of work.

iii. Utilizes campus and community referrals for off and on-campus referrals.

3. Librarianship

For those faculty who are in a librarianship setting where the primary areas of responsibility are library usage, which includes knowledge of the collection and reference tools, implementation (user/librarian contact), and collection development.

a. Knowledge of the collection and reference tools - includes but is not limited to the following:

i. Keeps up-to-date on the collection and reference tools.

ii. Develops bibliographies, materials for use in various courses.

iii. Reads professional journals and appropriate literature.

iv. Attends workshops and seminars to update skills.

b. Implementation (user/librarian content) - includes but is not limited to the following:

i. Communicates effectively with faculty, students, and staff.

ii. Ensures that library users feel free to ask questions.

iii. Treats library users with respect.

iv. Shows interest in the library.

v. Is consistently well prepared for library tasks.

vi. Uses time well.

vii. Utilizes a variety of methods and materials where appropriate.

viii. Maintains regular working hours.

ix. Is available for consultation, bibliographic instruction, etc., at other times upon request.
c. Collection Department - includes but is not limited to the following:
   i. Uses evaluation tools appropriate to the goals and objectives of the library.
   ii. Regularly reads evaluation tools and selects materials for the library.
   iii. Assists in weeding collections.

B. ADVISING
A faculty member is expected to advise students per their job description. Several functions relating to academic advising include but are not limited to the following:
1. Has current knowledge about Bellevue Community College curricular requirements.
2. Has current knowledge of A.A. transfer and/or vocational program degree requirements.
3. Shows interest in advisee's further educational goals and objectives.
4. Refers students to educational planning or counseling or tutoring when needed.

C. SERVICE TO THE COLLEGE
As part of their professional role, faculty are expected to participate in college-wide and organizational unit governance activities. Appropriate functions may be as follows:
1. Assumes her/his share of departmental/divisional responsibilities.
2. Serves on or chairs college and divisional committees.
3. Performs routine duties (reports, forms, grades, class lists, bookstore orders, film rental orders, budget data, etc.) as appropriate to position description.
4. Serves on program advisory committees, visits other campuses, etc., where appropriate.

D. PROFESSIONAL DEVELOPMENT
Continued development of its faculty is a major requirement if an institution is to keep itself alive and vital. Faculty are expected to continue professional growth. Some examples related to professional development include but are not limited to the following:
1. Works toward a higher degree or takes courses.
2. Receives professional recognition (awards, honors, etc.).
3. Visits other colleges, businesses, etc.
4. Attends colloquia.
5. Participates in campus or non-campus staff development activities.
6. Attends professional meetings/conferences.
7. Belongs to professional organizations.
8. Subscribes to professional journals.
9. Expands professional knowledge through reading in one's discipline.
10. Contributes to the profession through publishing, exhibiting, performing, or presenting papers.
11. Obtains and maintains vocational certification.
E. SERVICE TO THE COMMUNITY

Two of the goals of Bellevue Community College are: to respond to community needs, and to cooperate in community development. Faculty are expected to provide services to the community as appropriate to their position description. Several ways services can be provided to the community include but are not limited to the following:

1. Organizes workshops, lectures, etc.
2. Represents the college in community events (Speaker Bureau, service clubs, high school visitations, etc.)
3. Holds membership/office in local, state, regional, or professional organizations.
4. Works on community projects.
5. Provides services to the community through consulting in one’s field.
6. Provides programs for the community such as performing arts, sports events, etc.
7. Serves on program advisory committees.
Appendix B
Form A
Faculty Self Evaluation

Name __________________________
Program __________________________
Date __________________________

This self-assessment report should be based on performance as a faculty member since your last evaluation. Some of the items below may not apply to you/your position. Answer only those sections that apply.

I. BASIC DATA
A. Program, Division, or College Governance Duties (e.g., Chairperson of program or committee, project director, club advisor, etc.)

B. Other college service since last evaluated.

C. Research Activity, Publications, Commissions, Boards, or Achievements: (Please give publication or completion date(s), journal name, title of work or project.)

D. Community and/or Professional Service (e.g., public office holder, officer in professional organization, etc.)

E. Please attach any program brochures you have developed, or programs or activities you have directed during the evaluation period.

II. EVALUATIVE COMMENTARIES:
Please respond to each question below. Please do not let modesty prevent you from being explicit about your assets. Equally important, try to be candid about your shortcomings.
A. Within your discipline(s), which area do you regard as your strongest?

B. Which area do you regard as your weakest?

C. What is your greatest strength as a faculty member?

D. What is your structure or method of operation, for classes you teach (e.g. straight lecture; lecture/discussion; workshop/discussion) and what is your degree of success with it? (other - specify)
E. If there were something you could change about your teaching/counseling/librarian responsibilities, what would that be? (You may also respond to this question in terms of your program chairing responsibilities.)

F. If you experimented with any different teaching/counseling/librarianship strategies during this assessment period, please describe and evaluate them.

G. Rate your performance in such instructionally related (and, in some cases, contractually specified) responsibilities as:

<table>
<thead>
<tr>
<th>RATING SCALE (circle one)</th>
<th>Highest</th>
<th>Average</th>
<th>Lowest</th>
<th>Not Applicable</th>
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</thead>
<tbody>
<tr>
<td>1. Maintaining office hours</td>
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<td>4</td>
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<td>Comments:</td>
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<td>2. Advising</td>
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<td>4. Fulfilling committee tasks</td>
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<td>Comments:</td>
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<tr>
<td>5. Fulfilling program and/or division obligations (e.g., making deadlines, meetings, etc.)</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
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<td>Comments:</td>
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<td>6. Filing outlines or syllabi (for the different courses you teach) in Division Office</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Comments:</td>
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</table>
H. What is the worst aspect of your job?

I. What is the best aspect of your job?

J. What are your personal/professional/program goals in the next four years?

K. General comments (a space for you to create your own questions and responses)
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Appendix B
Form B
Peer Evaluation Form

Name of evaluee ___________________________ Date ___________________________
Name of peer ______________________________ Title ___________________________
Duration of relationship, in years _____________

The purpose of this evaluation is to aid the evaluee’s professional growth. A confidential summary of responses will be shared with the evaluee.

Please evaluate the individual using your specific, first-hand knowledge and observations. Whenever possible, provide examples or illustrations. Use a separate sheet of paper for your responses.

1. Discuss the quality of the evaluee’s contributions to disciplinary and curricular issues and the professional culture of your Department/Division. Examples: scholarship, contributions to pedagogical resources, curriculum development and design, work with program advisory groups.

2. Discuss the evaluee’s contributions to campus governance. Examples: contributions to committees, follow-up on commitments, ability to meet deadlines (especially those that affect others), or the ability to see his/her program in the context of the campus as a whole.

3. Discuss the professionalism and interpersonal skills of the evaluee. Examples: collegiality, initiative, ability to handle stress, respect for others’ time and views.

4. Discuss ways in which the evaluee has demonstrated continuing professional growth. Examples: improvement of teaching and assessment, observed interactions with students, or knowledge of advising issues.

5. Please make an overall assessment of the evaluee’s contributions to the college.
This page intentionally left blank.
Appendix B
Form C
Administrator Evaluation

Please evaluate the individual according to the criteria below by checking the appropriate box. The purpose of this evaluation is to aid and benefit the evaluee in his/her personal and professional growth. A summary of responses will be shared with the evaluee, so specificity and concreteness of written comment or response is requested. This individual evaluation will be kept confidential from the evaluee.

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<tr>
<th></th>
<th>Name of evaluee</th>
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<tr>
<td></td>
<td>Name of administrator</td>
<td>Title</td>
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<td></td>
<td>Duration of relationship, in years</td>
<td>Frequency of contact</td>
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<th>Outstanding</th>
<th>Satisfactory</th>
<th>Unsatisfactory/Need to Improve</th>
<th>Not Known/Not Observed</th>
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<td>1.</td>
<td>Expresses interest and concern about quality of his/her teaching</td>
<td>☐ ☐ ☐ ☐ ☐</td>
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<td>Comments:</td>
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<td>2.</td>
<td>Attends scheduled meetings</td>
<td>☐ ☐ ☐ ☐ ☐</td>
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<td>3.</td>
<td>Participates in governance system; chairs/serves on College/Div. committees</td>
<td>☐ ☐ ☐ ☐ ☐</td>
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<td>4.</td>
<td>Contributes to and prepares well for meetings</td>
<td>☐ ☐ ☐ ☐ ☐</td>
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<td>5.</td>
<td>Contributes in identifying and solving Div./Institutional concerns</td>
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<td>6.</td>
<td>Responds to requests in a dependable and reliable manner</td>
<td>☐ ☐ ☐ ☐ ☐</td>
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<td>7.</td>
<td>Responds to requests with quality work</td>
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<td>8.</td>
<td>Handles conflict/stress situations</td>
<td>☐ ☐ ☐ ☐ ☐</td>
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<td>9.</td>
<td>Works democratically and cooperatively with others</td>
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<td>10. Respects the time and views of others</td>
<td>Outstanding</td>
<td>Satisfactory</td>
<td>Unsatisfactory/Need to Improve</td>
<td>Not Known/Not Observed</td>
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<td>11. Keeps current in his/her field</td>
<td>Outstanding</td>
<td>Satisfactory</td>
<td>Unsatisfactory/Need to Improve</td>
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<td>12. Demonstrates interest in advising</td>
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<td>Unsatisfactory/Need to Improve</td>
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<td>13. Demonstrates current knowledge about curriculum requirements</td>
<td>Outstanding</td>
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<td>14. Maintains office hours</td>
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<td>Unsatisfactory/Need to Improve</td>
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<td>15. Attends classes on time</td>
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<td>Unsatisfactory/Need to Improve</td>
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<td>16. Performs routine administrative duties where appropriate</td>
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<td>Unsatisfactory/Need to Improve</td>
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<td>17. Serves on program advisory committees and/or visits other colleges</td>
<td>Outstanding</td>
<td>Satisfactory</td>
<td>Unsatisfactory/Need to Improve</td>
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<td>18. Attends professional meetings and/or participates in prof. development activities</td>
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<td>Satisfactory</td>
<td>Unsatisfactory/Need to Improve</td>
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<td>19. Assumes share of dept./div. responsibilities</td>
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<td>Unsatisfactory/Need to Improve</td>
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Written comments are a part of this administrative evaluation. Please place them on the back of this form. Comments could pertain to the positive qualities of the evaluatee or to how they might improve their teaching or faculty effectiveness. Unsatisfactory ratings from above should also be defined in specific terms.
Appendix B

Form D: Student Evaluation of Librarians

Librarian________________________________________ Date__________________

How many times has the librarian assisted you?

______1-2     _____3-5     _____6-10     _____11+

Please rate the librarian on each of the following statements by circling the letter which most nearly indicates your evaluation.

1. The librarian was friendly and courteous.

   A   B   C   D   E   F   G
   Unsatisfactory  Satisfactory  Outstanding

2. The librarian was helpful.

   A   B   C   D   E   F   G
   Unsatisfactory  Satisfactory  Outstanding

3. The librarian helped me locate appropriate materials.

   A   B   C   D   E   F   G
   Unsatisfactory  Satisfactory  Outstanding

4. The librarian encouraged me to think independently.

   A   B   C   D   E   F   G
   Unsatisfactory  Satisfactory  Outstanding

5. The librarian taught me to use the library facilities independently.

   A   B   C   D   E   F   G
   Unsatisfactory  Satisfactory  Outstanding

6. The librarian asked pertinent questions.

   A   B   C   D   E   F   G
   Unsatisfactory  Satisfactory  Outstanding

7. My overall rating of the librarian is:

   A   B   C   D   E   F   G
   Unsatisfactory  Satisfactory  Outstanding
8. A  B  C  D  E  F  G  
| Unsatisfactory | Satisfactory | Outstanding |

9. A  B  C  D  E  F  G  
| Unsatisfactory | Satisfactory | Outstanding |

Comments:
Appendix B

Form E: Course Evaluation

Bellevue Community College

Course Evaluation – Form E

INSTRUCTOR NAME: ____________________________

COURSE/COURSE # ____________________ SECTION __________

Please respond to the following statements, rating your instructor and the course, by filling in the appropriate box on the scale. Rate each item thoughtfully and carefully. The examples are intended to suggest some specific activities in each of the broad evaluation categories; not all example items may apply to your course.

1. Instructor’s Knowledge and Preparation

For example:
- demonstrated command of the subject matter;
- incorporated lectures, presentations, discussions, demonstrations, or activities that made subject matter understandable;
- was consistently well prepared for class sessions.

2. Instructor’s Course Management

For example:
- clearly identified course outcomes, requirements, and standards for evaluating work;
- incorporated relevant class activities, assignments, and evaluations;
- returned graded assignments with helpful comments and corrections.

3. Instructor’s Delivery

For example:
- communicated clearly when speaking, writing, or demonstrating;
- incorporated a variety of presentation and activity modes to accommodate different student learning styles;
- adequately answered questions and clarified concepts.

4. Learning Atmosphere

For example:
- students were treated with respect and courtesy;
- there were adequate opportunities for student participation;
- instructor was receptive to ideas and comments from students;
- instructor was available for help when needed;
- instructor created a supportive environment for learning.

5. Overall Rating of Instructor

For example:
- the instructor met my needs or expectations;
- I would recommend this instructor to a friend;
- my general satisfaction with the instructor as a whole.
6. **Course Content and Effectiveness**
   
   *For example:*
   
   - the course successfully addressed stated or expected goals and learning outcomes;
   - the course material broadened my viewpoints, increased my knowledge, or expanded my skills in this subject;
   - the course challenged me to think or improve my reasoning skills.

7. **Course Materials**
   
   *For example:*
   
   - the course materials (assignments, handouts, examples) were helpful for understanding the subject matter;
   - the textbook, readings, and supplemental materials were well chosen and relevant to this course;
   - the textbook contributed to my understanding of the subject.

8. **Overall rating of course**
   
   *For example:*
   
   - the course met my needs or goals;
   - I would recommend this course to a friend;
   - my general satisfaction with the course as a whole.

9. ** Intellectual challenge of this course compared to other courses you have taken**
   
   - Considerably above average; exceptionally challenging preparation for future academic or professional work
   - Above average; rigorous preparation for future academic or professional work
   - Average; adequate preparation for future academic or professional work
   - Below average; not enough challenge to be helpful for future or professional work
   - I can't say; I've taken too few courses to answer this question

10. **Amount of work required to succeed in this course compared to other courses you have taken**
    
    - Considerably above average; among the most demanding course I've taken
    - Above average; more work than most classes
    - Average; about the same as other classes
    - Below average; easier than most
    - I can't say; I've taken too few courses to answer this question

11. **Amount you learned in this course**
    
    - Considerably above average; I learned an exceptional amount
    - Above average; I learned more than in most classes
    - Average; I learned about the same amount as in most classes
    - Below average; I learned less than in most classes
    - I can't say; I've taken too few courses to answer this question

12. **What final grade do you expect in this course:**
    
    - A
    - B
    - C
    - D
    - E
    - F
    - I am auditing this course
    - Other
Bellevue Community College

Course Evaluation Comment Sheet

Instructor’s Name __________________________________ Course ____________ Qtr/Year ____________

13. What worked well for you? Which aspects of this course were the most positive for you or contributed most to your learning?

14. Were there any aspects of this class that detracted from your learning?
   If so, what were they, and what changes could the instructor make to help you learn better?

15. Was this class worth the time, effort and resources you invested in it? Why or why not?

16. Optional instructor-generated question:
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Form F: Student Evaluation of Counselors

You came into the Counseling Center recently and saw a Bellevue Community College Counselor. We want to improve our services to the community, and your response is essential in our evaluation process.

1. I consulted with the counselor about the following concerns:
   a. Advising or educational planning
   b. Career planning
   c. Coping with BCC as an organization
   d. Situation (money, housing, transportation, etc.)
   e. Personal
   f. Relationships with others: family, friends, faculty, etc.

2. How many times have you seen the counselor?
   __1-2 __3-5 __6-10 __11+

Please rate the counselor on each of the following statements by circling the number which most nearly indicates your evaluation.

3. The counselor perceived and responded to my needs in a way that was:

   A B C D E F G
   Unsatisfactory Satisfactory Outstanding

4. The counselor listened well:

   A B C D E F G
   Unsatisfactory Satisfactory Outstanding

5. The counselor is dependable (keeps appointments, is on time, follows through on commitments):

   A B C D E F G
   Unsatisfactory Satisfactory Outstanding

If you saw the counselor for advising/career planning, answer the following questions. If not, please skip to Question 9.

6. The counselor helped me to identify educational and/or career goals and plan effective strategies for achieving my goals.

   A B C D E F G
   Unsatisfactory Satisfactory Outstanding

7. The counselor knew when and how to refer me to appropriate educational career resources.
8. The counselor demonstrated adequate knowledge about degree, course, and/or transfer requirements.

9. The counselor encouraged me to develop and clarify my own goals and take responsibility for working toward solutions.

10. The outcomes from meeting with this counselor have been:

11. How would you rate this counselor on a scale of 0 to 6?

12.

13.

14. What did the counselor do that was particularly useful or not useful? You particularly liked or disliked?

Please return this form in the enclosed envelope within the next few days.
## Appendix B

**Form G: Short Course Evaluation**

### Instructor's Knowledge and Preparation

For example:
- Demonstrated command of the subject matter;
- Systematically and carefully organized the class to achieve stated learning objectives;
- Was consistently well prepared for class sessions.

### Instructor's Course Management

For example:
- Clearly identified class objectives and requirements;
- Incorporated relevant activities and assignments that supported class objectives;
- Regularly began and ended classes on time.

### Instructor's Delivery

For example:
- Communicated clearly when speaking, writing, or demonstrating;
- Incorporated presentation, discussions, or activities that made subject matter understandable;
- Adequately answered questions and clarified concepts;
- Used activities to enable and encourage student participation.

### Learning Atmosphere

For example:
- Students were treated with respect and courtesy;
- Instructor was receptive to ideas and comments from students;
- Instructor was available to help students with their individual learning needs;
- Instructor created a supportive environment for learning.

### Overall Rating of Instructor

For example:
- The instructor met my needs or expectations;
- I would recommend this instructor to a friend;
- My general satisfaction with the instructor as a whole.
6. **Course Content and Effectiveness**
   
   For example:
   - the class successfully addressed stated or expected goals and learning objectives;
   - the class material broadened my knowledge;
   - the course challenged me to think critically or improved my reasoning skills;
   - the class was relevant to the course research or library assignment.

7. **Class Materials**
   
   For example:
   - the class materials (assignments, handouts, examples) were helpful for understanding the subject matter;

8. **Overall rating of course**
   
   For example:
   - the class met my goals;
   - the amount I learned in this class;
   - my general satisfaction with the course as a whole.
### Form H: Adult Basic Education/ESL Evaluation

**Bellevue Community College**

**Adult Basic Education/ESL – Form H**

**PLEASE DO NOT WRITE YOUR NAME!**

Language you speak: ________________________________

Teacher’s Name: ________________________________

COURSE/COURSE # ___________________________ SECTION ______

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<th>ITEM NO.</th>
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</table>

**INSTRUCTIONS**

- Use a No. 2 pencil only
- Make a heavy black mark that fills the bubble completely
- Clearly erase any mark you wish to change

**QUARTER**

- FALL
- WINTER
- SPRING
- SUMMER

**YEAR**

- 2001
- 2002
- 2003
- 2004

---

**Almost Always**

**Frequently**

**Sometimes**

**Almost Never**

**Very Good**

**Good**

**Poor**

**Very Poor**

---

You may write your answers in English or in your own Language.

13. What do you like about this class?

14. What helps you the most?

15. How can the teacher make the teaching better?
This page intentionally left blank.
Appendix B
Form I: International Programs Evaluation

<table>
<thead>
<tr>
<th>BELLEVUE COMMUNITY COLLEGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>COURSE EVALUATION</td>
</tr>
<tr>
<td>INTERNATIONAL PROGRAMS — FORM I</td>
</tr>
</tbody>
</table>

**INSTRUCTOR NAME:**

**COURSE TITLE:**

**DATE:**

**TIME:**

Please tell us how you feel about your instructor and the class by choosing the word which best describes what you think. The examples are to help you think about each section—you are not rating the examples individually.

<table>
<thead>
<tr>
<th>INSTRUCTOR'S PREPARATION</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
<th>Does Not Apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>For example the teacher:</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
<tr>
<td>• was well prepared for class</td>
<td></td>
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<tr>
<td>• used activities, discussions, or presentations that made the class easy to understand</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>INSTRUCTOR'S CLASS MANAGEMENT</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
<th>Does Not Apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>For example the teacher:</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
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<tr>
<td>• clearly explained class expectations</td>
<td></td>
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<tr>
<td>• graded and returned homework, essays, quizzes, etc. within a few days</td>
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</table>

<table>
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<th>Very Dissatisfied</th>
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</thead>
<tbody>
<tr>
<td>For example the teacher:</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
<tr>
<td>• was clear when explaining and answering questions</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>• used different kinds of activities to help us learn</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
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<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
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<tr>
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<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
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<tr>
<td>• was considerate and respectful to me</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>• gave students enough opportunities to participate</td>
<td></td>
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<tr>
<td>• was able to help me before or after class when I needed it</td>
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<tr>
<td>• let me ask questions when I needed to</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>OVERALL RATING OF INSTRUCTOR</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
<th>Does Not Apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>For example the teacher:</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
<td>O</td>
</tr>
<tr>
<td>• met my needs and expectations</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>• I would recommend this instructor to a friend</td>
<td></td>
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<tr>
<td>• I was generally satisfied</td>
<td></td>
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</tbody>
</table>
6. Course Effectiveness
   For example:
   • the class activities helped me improve my English knowledge and skills
   • the class followed the goals of the syllabus

7. Course Materials
   For example:
   • the textbook was helpful
   • the extra materials helped me

8. Overall rating of course
   For example:
   • the course met my needs or goals
   • I would recommend this course to a friend
   • my general satisfaction with the course as a whole

9. Amount of work necessary to be successful
   ○ much more that other classes
   ○ a little more than other classes
   ○ average; about the same as other classes
   ○ easier than most other classes

10. Amount you learned in this course
    ○ a lot more than usual
    ○ more than in most classes
    ○ about the same as in most classes
    ○ less that in most classes

11. What final grade do you expect in this course:
    ○ A   ○ D
    ○ B   ○ F
    ○ C   ○ there is no grade for this class
Appendix B

Form J: Parent Education Evaluation

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>INSTRUCTOR NAME:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>COURSE/COURSE #</td>
</tr>
</tbody>
</table>

Please respond to the following statements, rating your instructor and the course, by filling in the appropriate box on the scale. Rate each item thoughtfully and carefully.

1. Is knowledgeable and skilled as a family life instructor.
2. Presents accurate information and identifies sources of information.
3. Is responsible and dependable.
4. Is clear about expected outcomes and uses course time effectively.
5. Demonstrates parenting/teaching skills while in the children's classroom.
6. Facilitates effective group discussion.
7. Balances class to meet individual and group needs.
8. Listens effectively to individuals and group discussion.
9. Serves as an objective resource during group business.
10. Instructor and teacher(s) work well together to provide a positive classroom environment.
11. Establishes a mutually respectful relationship with the parent group.
12. Allows parents to express ideas that may differ from the instructor's views.
13. Overall rating of parent ed instructor.
14. Course information helped me change/maintain competent parenting behaviors.
15. Course format allowed for interaction and support among students.
16. Course provided useful parenting information and resources.
17. Course increased my understanding of my child’s behavior and development.
18. Overall rating of course.

<table>
<thead>
<tr>
<th>QUARTER</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>FALL</td>
<td>001</td>
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<tr>
<td>WINTER</td>
<td>002</td>
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<tr>
<td>SPRING</td>
<td>003</td>
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<tr>
<td>SUMMER</td>
<td>004</td>
</tr>
</tbody>
</table>

INSTRUCTIONS

- Use a No. 2 pencil only
- Make a heavy black mark that fills the bubble completely
- Cleanly erase any mark you wish to change
**Appendix B**

**Form K: Lab/Clinical Course Evaluation**

1. How would you rate your instructor's lab/clinical preparation?
2. Did the instructor clearly identify and define the lab/clinical objectives?
3. Was the lab/clinical evaluation consistent with identified and defined objectives?
4. Did the instructor utilize varied approaches to facilitate your learning?
5. Did the instructor allow you the opportunity to practice what you learned?
6. How effectively did the instructor facilitate communication?
7. Did the instructor provide pertinent feedback on student performance?
8. Has this instructor been available for individual help?
9. How do you rate this instructor as a "Role Model."
10. Overall, please rate your lab/clinical instructor.
11. Did your lab/clinical assignments provide appropriate learning and challenge for you?
12. Were lab/clinical conference times well-utilized?
13. Were the course materials (handouts, assignments, text) relevant and helpful?
14. Overall, please rate your satisfaction with this lab/clinical experience.

Please comment on qualities, skills, and/or knowledge that either contribute to this instructor's effectiveness or need to be improved/developed or cause difficulties. Use the back if necessary.
Appendix B
Form L
Library Instruction Evaluation

Bellevue Community College
Library Instruction Evaluation – Form L

LIBRARIAN: ________________________________
DATE: ________________ TIME: ________________ CLASS: ________________

Please respond to the following statements, rating your satisfaction with the librarian and the library instruction presentation, by filling in the appropriate box on the scale. Rate each item thoughtfully and carefully.

1. Librarian is knowledgeable and prepared.
2. Presentation was well organized.
3. Librarian's examples were relevant.
4. Librarian answered students' questions completely.
5. Librarian's explanations were clear.
6. Overall rating of librarian.
7. Presentation was useful for the class assignment.
8. Handouts were helpful.

10. What did you learn in this session that is the most helpful?

11. What could have been done to make this session more helpful for you?

12. Please comment: was the session too easy, about right, too difficult?
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Appendix B

Form M

Physical Education Activity Course Evaluation

| INSTRUCTOR NAME: ____________________________ |
| COURSE/COURSE # ____________________________ SECTION ____________________________ |

Please respond to the following statements, rating your instructor and the course, by filling in the appropriate box on the scale. Rate each item thoughtfully and carefully.

<table>
<thead>
<tr>
<th>Item</th>
<th>Very Satisfied</th>
<th>Satisfied</th>
<th>Dissatisfied</th>
<th>Very Dissatisfied</th>
<th>Does Not Apply</th>
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<tbody>
<tr>
<td>1. Instructor's knowledge and preparation.</td>
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<td>2. Instructor allowed you to practice what you learned.</td>
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<td>3. Instructor's ability to help you learn.</td>
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<td>4. Instructor clearly evaluated your work.</td>
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<td>5. Instructor encouraged open communication.</td>
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<td>6. Instructor used variety of ways to teach course materials.</td>
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<td>7. Overall rating of instructor.</td>
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<td>8. Course outcomes were clearly identified &amp; defined.</td>
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<td>9. Class activities and drills supported course outcomes.</td>
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<td>10. Skill development activities were sufficiently challenging.</td>
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<td>11. Class times were used effectively.</td>
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<td>12. The course materials were clear and helpful.</td>
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<td>13. Overall evaluation of class.</td>
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</table>

14. Your instructor would like to know if there is something you believe was done especially well to help you.

______________________________________________

15. Your instructor would like to know what you believe might be done to improve his/her teaching.

______________________________________________

16. Please write any other comments you have about this course below and on the back of this sheet.

______________________________________________

______________________________________________
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Appendix B
Form N
Summary Evaluation Statement by Administrator

I.
Name __________________________ Position __________________________
Rating Period: From __________ To __________
Last Appraisal Date __________________________
Date this review was discussed with evaluatee __________________________

II. Areas of Strengths

III. Areas in Need of Improvement

IV. Developmental Plan (suggested actions: including administrator’s plan of action to assist evaluatee)
V. Overall Appraisal

<table>
<thead>
<tr>
<th>Outstanding</th>
<th>Satisfactory</th>
<th>Unsatisfactory</th>
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</table>

Comments: (Required if rating is unsatisfactory)

________________________________________________________________________

Unit Administrator’s Signature  Date

________________________________________________________________________

Evaluee’s Comments: I _____agree _____disagree with the rating as follows:

________________________________________________________________________

Evaluee’s Signature  Date

________________________________________________________________________

Dean of Instructional Services Comments:

________________________________________________________________________

Dean’s Signature  Date

Routing:  Original  Personnel File
1st Copy  Evaluee
2nd Copy  Unit Administrator
Appendix B

Form O: Reading Lab evaluations

Bellevue Community College

Reading Lab Evaluation – Form RL

Reading Class Instructor's Group ________ Time ________
Name __________________________ Section # ________ Course ________ Year ________

Quarter  ☐ Sum  ☐ Fall  ☐ Wtr  ☐ Spr
Are you an International Student?  ☐ Yes  ☐ No
Course in which you are enrolled:
  ☐ ABEGED  ☐ DevEd 061/062  ☐ Eng STEPS
  ☐ ESL 18  ☐ Eng 060 A (day)  ☐ Eng 069
  ☐ ELI  ☐ Eng 060 B (eve)  ☐ Eng 106

Please respond to the following statements, rating your instructor and the course, by filling in the appropriate box on the scale. Rate each item thoughtfully and carefully. Fill in the bubbles with a #2 pencil ONLY! Do Not use check marks or x’s!

1. Your lab experience as a whole was:
   ☐ Very Good  ☐ Good  ☐ Poor  ☐ Very Poor

2. Programs you worked on in the lab were:

3. Lab staff’s contribution to helping you learn was:

4. Explanations about lab programs by lab staff were:

5. Answers to student questions were:

6. Ability of help when needed was:

7. Amount you learned in the lab was:

8. Lab work related to class work:

9. Lab guidelines were explained to you:

10. Amount your reading improved was:

11. Do you expect your grade in lab to be:  ☐ P  ☐ F  ☐ No Credit

12. The amount of effort that you put into improving your reading  ☐ A lot  ☐ Medium  ☐ Not much

13. Number of credits you are taking this quarter:  ☐ More than 15  ☐ 11-12  ☐ Less than 10
    ☐ 13-15  ☐ 10

Please write any comments on the back of this sheet

ACCUSCAN™ 78600FC1030 (Padded/Read) APPERSON PRINT MANAGEMENT SERVICES

Reading Lab Evaluation Form RL 10/06
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Appendix B
Form P
Pilot Program Chair Self Evaluation Form

Name ___________________________ Program ___________________________

Please respond to each question below with reference to the responsibilities of your position as Program Chair as identified in Appendix I of the Faculty Contract. Please do not let modesty prevent you from being explicit about your assets. Equally important, try to be candid about your shortcomings. Some of the items below may not apply to you/your position. Answer only those sections that apply.

A. Which areas of program management do you see as your strongest?

B. Which area do you regard as your weakest?

C. What is your structure or method of program chair leadership?
D. What areas, if any, would you change about your program chair responsibilities?

E. If you experimented with any different leadership strategies during this assessment period, please describe and evaluate them.

F. General comments

_________________________________________  _________________________
Evallee’s Signature                  Date
Appendix B
Form Q
Program Chair Evaluation Form

Program Chair Being Evaluated ________________________________ Date: __________

Employee Status of Evaluator: _____ Classified Employee
___ Full-time Faculty _____ Exempt Employee
___ Part-time Faculty _____ Administrator

Please respond to the following. Provide specific examples and make your responses based on your direct interaction with the program chair relative to the contractual Program Chair position description (Appendix I). All comments will remain confidential and will contribute to the general summary completed by the OUA or designee using Appendix B, form N.

1. Which of the following areas of responsibility (Appendix I) are done well by the program chair?
   - Course and Schedule Management
   - Program Leadership
   - Program Academic, Faculty and Staff Issues
   - Program Budget and Equipment

2. In which areas of responsibility (Appendix I), if any, could the program chair improve?
   - Course and Schedule Management
   - Program Leadership
   - Program Academic, Faculty and Staff Issues
   - Program Budget and Equipment

3. What suggestions do you have for the Program Chair to better fulfill the responsibilities of the position?
Appendix B
Form R
Pilot Part-Time Faculty Self Evaluation Form

Name ______________________________
Program __________________________
Date ______________________________

Please respond to each question below. Please do not let modesty prevent you from being explicit about your assets. Equally important, try to be candid about your shortcomings. Some of the items below may not apply to you/your position. Answer only those sections that apply.

A. Within your discipline(s), which area(s) do you regard as your strongest?

B. In which area(s) would you like to improve or have more experience?

C. What is your greatest strength as a faculty member?
D. What is your structure or method of operation, for classes you teach (e.g. straight lecture; lecture/discussion; workshop/discussion) and what is your degree of success with it? If you are in a non-instructional position, briefly describe your assignment and address your degree of success.

E. If there were something you could change about your responsibilities, what would that be?

F. If you experimented with any different teaching/counseling/librarianship strategies during this assessment period, please describe and evaluate them.

G. General comments

_________________________     _______________________
Signature
## Appendix C-1

### Part-Time Faculty Pay Dates 2007-08

<table>
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<th>Winter Quarter</th>
<th>Spring Quarter</th>
<th>Summer Quarter</th>
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<tr>
<td>October 10</td>
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<tr>
<td>December 21</td>
<td>April 10</td>
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### Part-Time Faculty Pay Dates 2008-09

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<th>Spring Quarter</th>
<th>Summer Quarter</th>
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<td>March 25</td>
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<td>December 24</td>
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<td>1 2 3 4 5 6</td>
</tr>
<tr>
<td>Class</td>
<td></td>
<td></td>
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</tbody>
</table>

Note: Four Presidential Days Fall

Note: Two Presidential Days Winter

Note: No Presidential Day Spring
Appendix D-1 Revised
Memorandum of Understanding
Class Size Maximums

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

Notes:

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

*Note: Class maximums to be phased in are asterisked (*) in the listing below.
<table>
<thead>
<tr>
<th>Organizational Unit and Catalog Designation</th>
<th>Program and Course Type</th>
<th>Standard Mode of Delivery</th>
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<td>Health Science, Education and Wellness Institute</td>
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<td><strong>INTRP; TRANS</strong></td>
<td>Interpreter/Translation</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>All courses</td>
<td></td>
</tr>
<tr>
<td><strong>FT</strong></td>
<td>Fast Track</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>All courses</td>
<td></td>
</tr>
</tbody>
</table>
Appendix E - Revised
Memorandum of Understanding
Exceptional Faculty Awards

In accordance with the requirements of RCW 28B.50.843, the Bellevue Community College Association for Higher Education and Bellevue Community College agree that interest on the proceeds of the endowment fund created by the Bellevue Community College Foundation and matched by the State of Washington through the Washington Community and Technical College Exceptional Faculty Awards shall be distributed by the BCC Foundation through the Margin of Excellence Award Program sponsored by the BCC Foundation.

In addition, the Association and the College agree that interest on the proceeds of other endowment funds created by the College and/or the BCC Foundation and matched through the CTC Exceptional Faculty Awards shall be distributed through programs approved by the Labor/Management Committee.

For the District

B. Jean Floten
President
Lucy Parke MacNeil
Chief Negotiator
9/25/02

For the Association

James Ellinger
BCCAHE President
George Long
Executive Director/Chief Negotiator
9/25/02
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Appendix F

Memorandum of Understanding
Systematic Assessment of Teaching and Learning at BCC

To fulfill its mission of providing accessible services and excellent education programs, BCC has developed a vision that includes the commitment to:

- place student learning in the center of all we do
- aspire to excellence
- adapt to changing demands
- provide high quality services
- value shared decision making

To realize that vision, the Association and the College agree that it is critical for all faculty to participate in the identification of desired student outcomes, and in the systematic assessment of the teaching and learning processes, at the individual course level, the discipline level, the cross-curricular competency level, and the overall institutional performance level, and to incorporate this information into institutional improvement.

In recognition of the outstanding work of faculty at BCC, the intent of this memorandum is to build upon that achievement as we respond to the increasing demands for accountability from our students, our funding and accrediting sources, the employers and institutions that receive our students, and our public.

For the District

Jean Floten
President

Lucy Macneil
Chief Negotiator

September 23, 1997
Date

For the Association

Berthe Habib
BCC-AHE President

George Long
Executive Director/Chief Negotiator

September 23, 1997
Date
Appendix G

Memorandum of Understanding
Preparing for Education’s Future

Bellevue Community College faculty and administration are committed to placing student learning at the center of all we do. Our mission commits us to aspire to excellence in a world of changing demands.

As we prepare for the changing world of education, the Association and the College agree that it is essential that we engage in dialogue regarding changing responsibilities and expectations. We recognize the outstanding work of faculty at BCC. We acknowledge that the best way to prepare for change is to work together collaboratively to address the issues we face.

We recognize that the scope of the changes facing education will have broad and profound impact on our current policy and practice; and we will, of necessity, reexamine our most fundamental assumptions, values, concepts, and structures, including our current approaches and solutions about classroom delivery and format; technology applications to instructional delivery and college operations; systems for compensation, incentive, and rewards; traditional and potential service populations and audiences; educational and community partnerships; institutional governance; and constituency roles, rights, and responsibilities.

We are committed to continuing the collaborative process by which we review our current practices and make such modifications as we mutually agree to. We will continue to identify issues of common interest and concern as we collectively shape our future and our bases for productive and successful professional lives.

For the College

B. Jean Floten
President
Lucy Macneil
Chief Negotiator

September 29, 1999

For the Association

Alan Yabui
BCCAHE President
George Long
Executive Director/Chief Negotiator

September 29, 1999
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Appendix I - Revised
Program Chair Position Description

Program Chairs generally have the following responsibilities:

1. Provide schedule including quarterly, annual, and weekend class schedules.
   - Determine staffing for scheduled courses.
   - Coordinate with the Organizational Unit Administrator to manage schedule: size, enrollment, enrollment patterns, and efficiencies.
   - Coordinate with the Organizational Unit Administrator to offer courses as planned in the annual schedule.
   - Oversee the breadth and quality of courses offered in the program.
   - Coordinate program curriculum and course offerings.
   - Provide the college approved course outlines, learning outcomes and general education outcomes to faculty for all courses they are assigned.

2. Provide leadership in the organizational unit, and the college, including:
   - Coordinate the vision, goals, and direction of the program.
   - Maintain professional competence and currency within discipline
   - Maintain comprehensive overview of the program's offerings.
   - Represent and promote the program and program concerns to the organizational unit, campus, and general public.
   - Oversee implementation of college policies, procedures, and initiatives within the program and coordinate program response (e.g., accreditation reports, performance indicators, etc).
   - Meet regularly with the OUA and attend all scheduled program chair meetings.
   - Convene and conduct regular program meetings.
   - Oversee development and maintenance of program information (e.g., brochures, website, etc.).
   - Coordinate with other programs on campus that share facilities or provide program courses needed for degrees. Conduct program reviews and perform other duties related to program leadership as may be requested by the college.
   - Develop accreditation materials (annual and periodic). Prepare for site visits, respond to questions or concerns from visitors.
   - Oversee articulation with other institutions as appropriate, including baccalaureate colleges, other community colleges, and high schools.

3. Recruit, recommend for employment, train, and assist program faculty, including:
   - Recruit, interview, recommend for employment, orient and mentor all part-time faculty
   - Assist faculty in responding to and addressing student concerns, grievances and complaints.
   - Coordinate student evaluations of part-time faculty in accordance with the faculty contract.
   - Discuss performance with part-time faculty.
   - Evaluate part-time faculty in accordance with the faculty contract.
   - Review and recommend part-time faculty for affiliation.
   - Serve on hiring committees for full-time faculty
   - Advise or assign faculty to advise program majors.
4. Manage program budgets and equipment, including:
   • Maintain familiarity with program budgets and spending patterns
   • Review and recommend expenditures consistent with budgeted limits
   • Coordinate program requests to the College’s budget planning process.
   • Coordinate equipment selection, purchase and maintenance.
   • Coordinate selection and purchase of library and media resources.
   • Coordinate selection and ordering of textbooks and ancillary course materials, including common textbooks for multiple sections when appropriate

5. Additional responsibilities of some program chairs, including:
   • Establish and monitor procedures for safe, appropriate, and efficient use of program facilities
   • Schedule laboratory space and laboratory classes.
   • Coordinate equipment requests, purchasing and installation of equipment.
   • Plan for changes related to new versions and different technology.
   • Participate in orientation meetings with potential students or advising sessions with majors.
   • Work with other faculty to create/review policies and procedures, e.g., what constitutes a concentration in the discipline or program.
   • Coordinate and monitor student practicums and work experiences.
   • Communicate with advising center on requirements, advising, deadlines and materials.

6. Additional responsibilities of technical/professional program chairs, including:
   a. Marketing program, recruiting and advising prospective students
      • Market program and recruit prospective students
      • Create, update, and revise program handbooks or other materials provided to program students.
      • Advise or assign faculty to advise all program students.
      • Develop admission criteria with faculty and administration consistent with college policies, professional guidelines, and market demands.
      • Work with BCC admissions to accept and develop admission guidelines.
      • Communicate with advising center on advising and admission requirements, including application deadlines, and program materials provided to prospective students.
      • Review all application materials received from students; check applicant credentials if necessary.
      • Schedule student interviews when required; notify students of acceptance or rejection into program.
   b. Maintain program accountability/currency:
      • Hold advisory board meetings when appropriate.
      • Communicate with advisory committee.
      • Recruit and retain advisory committee members.
      • Work with other faculty and advisory committee, when appropriate, to create/review program policies and procedures.
c. Additional responsibilities of HSEWI allied health care program chairs:
   • Keep immunization guidelines updated.
   • Provide forms and check immunization materials of students before assignments to clinical sites.
   • Keep completed Washington State background checks of students on file in secure College-determined location.
   • Develop relationships with area health care facilities/professionals at clinical sites
   • Create and update contracts for clinical sites.
   • Facilitate student/faculty relationships with professionals at clinical sites
   • Create and oversee proficiency materials for and expectations of students at clinical locations.
   • Maintain communications with professional and accrediting organizations.
   • Work with licensing bodies; provide licensing information for students, send graduation information to licensing agencies.

d. Additional responsibilities of health/physical education/physical development program chairs:
   • Staff fitness center by recruiting, staffing, training, and evaluating qualified employees.
   • Develop specifications for and purchase equipment; oversee equipment maintenance.
   • Establish and monitor procedures for safe use of equipment, procedures, and operations of facilities.
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## Appendix I-1 – Revised: Program Chair Compensation

### 2006-07 Actual Compensation and Program Alignment

<table>
<thead>
<tr>
<th>Program</th>
<th>Summer Release (9ths)</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting/Paraprofessional Acct/Bus Trans</td>
<td>$800</td>
<td>3</td>
</tr>
<tr>
<td>Administration of Criminal Justice</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Adult Basic Ed./English as a Second Language</td>
<td>$1,000</td>
<td>6</td>
</tr>
<tr>
<td>American Studies</td>
<td></td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Anthropology</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Art</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Business Administration - Transfer (See Accounting)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Technology Systems (BTS)</td>
<td>$800</td>
<td>3</td>
</tr>
<tr>
<td>Communication</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Computer Science - Transfer (See BTS for 2006-07)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dance</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Database/IT/Programming/NSCOM/Infor</td>
<td>$800</td>
<td>3</td>
</tr>
<tr>
<td>Diagnostic Ultrasound</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digital Media Arts</td>
<td>$800</td>
<td>3</td>
</tr>
<tr>
<td>Drama</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Early Learning and Teacher Education</td>
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<td>3</td>
</tr>
<tr>
<td>Economics</td>
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<tr>
<td>Engineering</td>
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<tr>
<td>English</td>
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<tr>
<td>Ethnic Studies</td>
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<td>1</td>
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<tr>
<td>General Business/Marketing</td>
<td>$800</td>
<td>3</td>
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<tr>
<td>Geography</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Health/PE/PhysDev</td>
<td></td>
<td>2.2</td>
</tr>
<tr>
<td>History</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Human Development (HD) Counseling</td>
<td>$1500.00</td>
<td></td>
</tr>
<tr>
<td>Information Technology - Support/Networking (See Database/IT)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior Design</td>
<td>$1,000</td>
<td>3</td>
</tr>
<tr>
<td>International Studies/Political Science</td>
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<td>1</td>
</tr>
<tr>
<td>Life Sciences</td>
<td>$1,000</td>
<td>3*</td>
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<tr>
<td>Marketing Management (See General Business)</td>
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<tr>
<td>Math</td>
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<td>Music</td>
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<td>Nuclear Medicine Technology</td>
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<td>Nursing</td>
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<tr>
<td>Physical Science</td>
<td>$1,000</td>
<td>3*</td>
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<tr>
<td>Radiation Therapy</td>
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<tr>
<td>Radiologic Technology/Imaging</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Sociology</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Speech</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>World Languages</td>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>

*3/7 Release Time

### For 2007-08:
- 8.8 Additional Sections to Organizational Units – See chart below
- Distribution of increased allocations to the Organizational Units beyond the 2006-07 release time will be determined by the OUA in collaboration with the program chairs of the affected organizational unit.

### For 2008-09:
- Five (5) additional sections will be allocated by a process to be determined in negotiations

Each year of this contract, three (3) discretionary sections will be allocated by the Executive Dean in consultation with the BCCAHE president. The allocation may be in partial sections/stipends.

<table>
<thead>
<tr>
<th>Organizational Unit</th>
<th>2006-07 Release Time</th>
<th>2007-08 Release Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Science</td>
<td>10</td>
<td>10</td>
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<tr>
<td>Arts &amp; Humanities</td>
<td>26</td>
<td>29</td>
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<td>Science</td>
<td>12.7</td>
<td>17.7</td>
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<tr>
<td>Business/Digital Media Arts</td>
<td>15</td>
<td>15</td>
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<tr>
<td>HSEWI</td>
<td>21.7</td>
<td>22.5</td>
</tr>
<tr>
<td>Counseling</td>
<td>$1500 Stipend</td>
<td>$1500 Stipend</td>
</tr>
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</table>
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Appendix I-2

Program Chair Evaluation Pilot

1. The scope of the Program Chair evaluation pilot will be determined in Labor/Management in Fall, 2007.

2. Evaluation of Program Chairs by the Organizational Unit Administrator (OUA) or designee will be conducted in the winter of the second year of the three-year term. At the request of the full-time faculty of the program or the OUA, an evaluation can be conducted during the spring term of the first year of the appointment.

3. All faculty in the program, the OUA and the organizational unit lead secretary will participate in the evaluation. At the request of the program chair or the OUA, other organizational unit employees with whom the program chair works closely can also participate. The Program Chair evaluation form, Appendix B, Form Q, will be used for the evaluation.

4. Program Chairs being evaluated will complete the Program Chair self-evaluation form, Appendix B, Form P.

5. By mid spring quarter of the evaluation year, the OUA or designee will share the results of the evaluation with the Program Chair. Appendix B, Form N of the Faculty Contract will be used for the summary report.

6. The evaluation will be piloted in winter 2008 and reviewed by the Program Chairs in consultation with their OUAs spring 2008.

7. The review of the pilot process and suggested revisions (if any) will be brought to the Labor/Management Committee spring 2008.

8. Confidentiality and Retention of Records
   All evaluation forms submitted by program faculty, the organizational unit lead secretary and other organizational unit employees will be anonymous. The Organizational Unit Administrator or designee who collects and summarizes the evaluation forms will protect the confidentiality of all evaluator comments. The Office of Instruction, in accordance with the Washington State Records Retention Policy, shall maintain all of the pilot summary reports and evaluation records. Access to the files shall be in accordance with Washington State law. Data collected during the pilot will not become a part of the program chair's permanent record unless the program chair requests that it be included.
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Appendix J--Revised
Memorandum of Understanding
Review of Part-Time Faculty Teaching Effectiveness

The Part-Time Faculty Teaching Effectiveness review pilot program will consist of eight programs to be selected by random* within the following categories:

1. One large academic transfer (AT) program (75 – 142 FTEF)
2. One medium academic transfer (AT) program (30 – 74 FTEF)
3. Two small academic transfer (AT) programs from different organizational units (14 – 29 FTEF)
4. One very small academic transfer (AT) program (<14 FTEF)
5. Three occupational-technical (O/T) programs from at least two different organizational units

Program Chairs who participate in the Pilot Program will document their time and be compensated at a rate to be determined by the Labor/Management committee after a review of data submitted by the eight program chairs at the conclusion of the pilot program.

A task force of three program chairs and three part-time faculty who participated in the pilot, to be selected by BCCAHE president, and three OUAs, selected by the Executive Dean, will evaluate the pilot process and make recommendations to Labor/Management on the efficacy of the process and suggestions for change, if any.

The Part-Time Faculty Performance Review Pilot will consist of the following for fall 2007 and winter 2008:

1. Ten part-time faculty who have at taught at least 15 credits at BCC, representative of base, senior I and senior II category, and selected at random* within each category, will be evaluated during the pilot for each selected program. If the number of adjunct faculty is fewer than 10, each adjunct will be evaluated.
2. Faculty members evaluated will complete the Pilot Part-time Faculty Self Evaluation Form, Appendix B, Form R.
3. Faculty members being evaluated will submit course syllabi from all courses taught during the academic year in which the evaluation takes place
4. The part-time faculty member may, at his/her choosing, submit additional materials that support the part-time faculty member's teaching effectiveness.
5. The program chair will schedule one classroom observation of each part-time faculty member at a time mutually agreed upon by the program chair and part-time faculty member. A brief written summary of the visitation will be provided to the part-time faculty member and to the Program Chair or designee.
6. Student evaluations will be collected from at least one section taught by each faculty member being evaluated each term during the pilot.
7. The Program Chair will write a summary report by April 16, 2008 based on the part-time faculty self evaluation, student evaluations, the classroom observation and optional submitted materials supporting teaching effectiveness.
8. The Program Chair will meet with the part-time faculty member to discuss the evaluation. The part-time faculty member may respond to the summary report in writing.
9. The summary report and part-time faculty member response (if any) will be submitted to the OUA.
10. Confidentiality and Retention of Records
   The Office of Instruction, in accordance with the Washington State Records Retention Policy, shall
   maintain all of the pilot summary reports and evaluation records. Access to the files shall be in
   accordance with Washington State law. Data collected during the pilot will not become a part of the
   adjunct faculty member's permanent record unless the adjunct faculty member requests that it be
   included.
Appendix K

Category 7 Workload Compensation

Rates for Category 7 courses per instructional hour:

<table>
<thead>
<tr>
<th>Course</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALDAC</td>
<td>$50.520</td>
</tr>
<tr>
<td>CE Health and Nursing</td>
<td>$54.944</td>
</tr>
<tr>
<td>Fire Science</td>
<td>$50.520</td>
</tr>
<tr>
<td>Fast Track</td>
<td>$60.000</td>
</tr>
<tr>
<td>Interpretation/Translation</td>
<td>$39.883</td>
</tr>
<tr>
<td>Informatics</td>
<td>$64.697</td>
</tr>
<tr>
<td>ELI</td>
<td>$57.504</td>
</tr>
<tr>
<td>ELI Community Classes</td>
<td>$43.360</td>
</tr>
<tr>
<td>Venture</td>
<td>$46.248</td>
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</table>
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Appendix L

Agreement
for Online Course Development at
Bellevue Community College

Bellevue Community College agrees to provide two sections of release time or the equivalent stipend to the program/faculty listed below to develop a course format and example materials for the course listed below. In the event that a stipend is paid, the stipend will be based on the cost of each section at the prevailing base rate.

Name of Program/Faculty _____________________________________
Name of Course _____________________ # of Credits___________
Course to be offered beginning ________Quarter 20____.

The course will become a part of the program curriculum and offered in balance with the program curriculum.

The Curriculum Advisory Committee forms for this course must be attached to this agreement, along with a detailed outline for the materials to be developed.

The Faculty Resource Center is available to assist in the development of materials.

Prior to payment of the stipend, course materials must be approved by the program chair and OUA to ensure compliance with provisions of Article Eleven, Section III, G, 10 of the BCCAHE Negotiated Agreement.

Stipend/Release Time Distribution:
Stipend $________ Release Time: Amount _______ Quarter to be taken:____________

Signatures:

Faculty

________________________________________  ____________________________

Program Chair

________________________________________  Date  ____________________________

Division Chair (OUA)

________________________________________  Date  ____________________________

Executive Dean

________________________________________  Date  ____________________________
Appendix N
Memorandum of Understanding
Review of Appendices A, F and G

The faculty and administration agree that an institutional review of Appendices A, F and G of the faculty agreement, which address criteria for faculty evaluation, participation in assessment of teaching and learning, and dialog regarding changing responsibilities, are important to the success of the college’s goals and mission.

The faculty and administration commit to a collaborative effort in this review during the 2007-08 academic year, including consideration of the following expectations identified during negotiations as important to the continued excellence of our teaching:

Faculty are expected to

1. Keep courses and programs current within the discipline and to incorporate new knowledge and points of view within the discipline, and in learning and pedagogies where appropriate.

2. Support the college’s Affirmation of Inclusion, and pluralism and student success initiatives.

3. Participate in professional development and educational opportunities, including campus-wide offerings.

4. Follow college approved course outlines, and incorporate course learning outcomes and general education outcomes.

5. Provide and enforce expectations of appropriate student behavior, to facilitate a positive learning environment for all students.

By October 15, 2007 the BCCAHE President will appoint six faculty and the Executive Dean shall appoint three administrators to serve on a task force to review Appendices A, F and G of the faculty agreement, and the additional expectations from the 2007 negotiations (above) and make Criteria for Faculty Evaluation. The first meeting of the task force will be convened by the BCCAHE.

The Task Force shall submit its report to the Labor/Management Committee by April 1, 2008.

For the District
B. Jean Floten
President

For the Association
Rosemary Richardson
President

Date
Date
Appendix O
Memorandum of Understanding
On-line and Hybrid Course Compensation

The faculty and administration agree that an institutional review of compensation practices for the development of on-line and hybrid courses should be conducted.

The faculty and administration commit to a collaborative effort in this review during the 2007-08 academic year.

The BCCAHE President will appoint up to four faculty and the Executive Dean shall appoint up to four administrators to serve on the task force by November 30, 2007. The Executive Dean will convene the first meeting of the task force before the end of fall quarter.

The Task Force shall submit its report to the Labor Management Committee by April 16, 2008.

For the District
B. Jean Floten
President

For the Association
Rosemary Richardson
President

______________________________
Date

______________________________
Date
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Nondiscrimination, 13
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  Activities, 39  
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  Retirement, 42  
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