

**Agreement By and Between the Board of
Trustees of Everett Community College,
Community and Technical College District V, and
AFT Everett Higher Education Local 1873, AFT,
AFL/ CIO**

Effective Date: July 1, 2026

Expiration date: June 30, 2029

Version 1.0: as executed

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Article 1: Collective Bargaining Agreement

1.10 Copies of the Agreement

The College agrees to provide this Agreement in an accessible format that complies with the Americans with Disabilities Act (ADA) on its public website. The College agrees to regularly update Appendix F and to make additional Letters of Agreement/Memorandums of Understanding accessible to all faculty online as well.

1.20 Scope of the Agreement

- A. This Agreement shall modify, replace, or add to any policies, rules, regulations, procedures, or practices of the College which shall be contrary to or inconsistent with its terms.
- B. This Agreement constitutes the negotiated Agreements between the College and the Federation and supersedes any previous Agreements or understanding, whether oral or written, between parties.
- C. Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.
- D. The management of the College and the direction of the workforce are vested exclusively with the College subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement shall be administered for its duration by the College in accordance with such policies and procedures as it from time to time may determine.
- E. The section headings used herein are inserted for convenience only and shall have no bearing on the meaning or interpretation of the Agreement except as they serve to clarify its intent.
- F. The College and the Federation agree that this Agreement shall be binding on both parties except that if any section or provision is or shall be contrary to law, then such section or provision shall not be applicable, performed, or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby, and the College and the Federation shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific sections(s) or provisions(s).
- G. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement, therefore, except as specifically stated in this Agreement, the College and the Federation for the

duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in the Agreement unless mutually agreed otherwise.

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

1.30 Hold Harmless Clause

The College agrees that all participation by faculty arising from this Agreement is purely advisory and therefore will hold faculty harmless regarding any and all decisions which it makes in the exercise of its legal authority.

1.40

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1.50 Duration of Agreement

This agreement shall remain effective from July 1, 2026 and shall continue in effect until the 30th day of June 2029. During the period of negotiations, this Agreement shall remain in force.

- A. Either party may request negotiations for a successor agreement by notifying the other party in writing no sooner than September 1, 2028 and no later than October 31, 2028.
1. In the event notice is given by either party, negotiations will begin at a time agreed upon by the parties.
 2. In the event no notice is given by either party, the Agreement and any associated Memoranda of Understanding and Letters of Agreement shall automatically extend for one year from the date of agreement expiration.
- B. The Federation reserves the right to reopen Appendices A through E in the event that the Legislature of the State of Washington provides funds, or allows for use of funds, for salary purposes.
1. Implementation of such increase shall be consistent with legislative intent.
 2. In any event, upon the request of either party Appendices A through E may be reopened for the purposes of negotiating modifications thereto.
 3. Such negotiations occurring as a result of this subsection shall be in accordance with [RCW 28B.52](#) or any subsequent legislation.

- C. Changes to all Appendices other than A through E may be made by mutual agreement of the College and the Federation.

Article 2: Federation Rights

2.10 Federation Recognition

- A. The Board of Trustees of Everett Community College, hereinafter referred to as the “College”, recognizes the AFT Everett, Higher Education, Local 1873, AFT, AFL/CIO hereinafter referred to as the “Federation”, as the exclusive bargaining agent for all Everett Community College faculty in the following categories as further defined in [RCW 28B.52](#): (1) Instruction, (2) Counseling, (3) Library/Media Specialists. Excluded are all other employees.
- B. Any group of employees excluded from the bargaining unit may be added to the bargaining unit in accordance with the statute and the rules and regulations promulgated by the Washington Public Employees Relations Commission. Matters regarding unit clarification shall also be handled by the Public Employment Relations Commission (PERC).

2.20 Employees’ Right to Organize

- A. The College hereby agrees that every faculty member shall have the right freely to organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.
- B. The College agrees that it will not discriminate or otherwise retaliate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Federation, participation in any lawful activities of the Federation or collective negotiations with the College or any grievance, complaint, or proceeding under this Agreement.
- C. Nothing in this Article shall be construed to diminish the opportunity of the College to utilize any legal remedies available.
- D. The Federation agrees that none of the rights and privileges resulting from this Article shall be used directly or indirectly for political activities prohibited under the law.

2.30 Payroll Deduction of Union Dues

- A. The College shall, upon written authorization of the faculty member involved, provide payroll deduction of Federation membership dues for full-time and part-time faculty.
- B. When faculty provide the College with a written authorization to deduct from each paycheck Federation dues, such deductions shall be remitted to the authorized Federation representative.

- C. The Federation agrees to indemnify the College and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the College for the purpose of complying with the foregoing provisions of this section provided such action has been authorized by the faculty member and such authorization has not been rescinded.

2.40 Federation Use of College Resources

A. College buildings

The Federation and its representatives shall have the right to schedule the use of College buildings to transact lawful Federation business, provided that normal scheduling procedures are followed and further provided that no additional cost is incurred by the College. Suitable office space on campus shall be provided for the Federation.

B. College communication services

The Federation may use the College communication services, email and faculty mailboxes for communications to faculty members, including mass distributions. The Federation shall be entitled to distribute mail through the outgoing mail service if it provides its own postage or pays for the metering of its mail.

C. Other equipment

The Federation shall have the right to reasonable use of College owned or rented office equipment when such equipment is not otherwise in use. The Federation agrees to pay \$150 per year which shall be deemed to cover all such costs. The Federation also agrees to pay for the actual costs of all materials, supplies and charges incidental to such use.

D. Bulletin boards

The Federation shall have the right to post official notices of its activities and matters of Federation concern on Federation bulletin boards located as agreed upon by the College and Federation. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws and identified as union literature.

2.50 Rights of Federation Representatives

- A. Duly authorized representatives of the Federation shall be permitted to transact official Federation business on College property during working hours provided there is no disruption to College operations.
- B. Appropriate Federation representatives shall suffer no loss of compensation in time or money when meeting with administrative

personnel on matters relating to grievances that have been filed or when attending scheduled negotiations, meetings or committees authorized by this Agreement.

- C. The Federation shall have the right to send two (2) representatives to legislative committee hearings, meetings of the State Board for Community and Technical Colleges (SBCTC), or Federation regional or statewide meetings/conferences providing that arrangements or assignment coverage is approved by the appropriate administrator or designee. Travel and related expenses shall be borne by the Federation.

2.51 Federation President Release Time

- A. The College agrees to provide the Federation President without loss of compensation:
 - 1. Reassigned Time equivalent to 0.333 FTEF for Fall, Winter, and Spring quarter;
 - 2. Special Assignment equivalent to 0.333 FTEF for Summer quarter; and
 - 3. An additional Reassigned Time equivalent to 0.333 FTEF to be utilized in a regular academic year quarter of the Federation President's choice, notification to be given to the Vice President of Instruction, or designee, by the beginning of Week 5 of the preceding quarter.
- B. The Federation President shall be responsible for assisting in the following:
 - 1. Improving communications between faculty and the College.
 - 2. Participation with the faculty and the College in seeing that the Agreement is implemented.
 - 3. Working with the faculty and the College toward solving problems which may arise in the administration of the provisions of the Agreement.

2.52 Federation Reassigned Time/Special Assignment Buyouts

- A. AFT may purchase Reassigned Time and/or Special Assignments in units of 0.333 FTEF for faculty to enable them to participate robustly in AFT governance on campus.
- B. AFT shall make Reassigned Time and/or Special Assignment purchase requests to the Vice President of Instruction, or designee, by the beginning of Week 5 of the preceding quarter.

- C. The Vice President of Instruction, or designee, shall approve or deny any requests by the beginning of Week 7 of the preceding quarter.
- D. AFT shall reimburse the College for any approved Reassigned Time and/or Special Assignments at the applicable rate of pay established in the collective bargaining agreement for the faculty member whose Reassigned Time and/or Special Assignments is being purchased. This reimbursement will also include the generally applicable fringe benefit factor.
- E. The total amount of Reassigned Time and/or Special Assignments purchased pursuant to Article 2.52 may not exceed 2.000 FTEF per quarter. If AFT does not request Reassigned Time and/or Special Assignments up to this maximum, the resulting difference will not carry over to subsequent quarters.

2.60 Contract Administration Committee

- A. Representatives of the Federation and the College will meet on a mutually agreed upon date, place, time at least once every calendar month of Fall, Winter, and Spring quarters for the purpose of reviewing the administration of the Agreement in force and attempting to resolve problems having an impact in this Agreement that may arise from any college committee, group, or individual.
- B. These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement.
- C. 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.
- D. Neither party shall have more than five (5) CAC representatives.
- E. All attendees will be current College employees unless mutually agreed upon.

2.70 Board of Trustee Meetings

- A. The Federation shall be furnished with electronic copies of minutes, agendas, and related study materials at the same time and in the same form as those furnished to the public and the Board of Trustees. Nothing in this section shall be construed to diminish the College President's right to privileged correspondence with the Board of Trustees.
- B. A Federation representative shall have the opportunity to attend all open Board meetings. The Federation shall be allowed to enter any items on

any agenda consistent with the procedures of the Board of Trustees and shall be allowed to speak on any question on any agenda.

2.80 Faculty Information Requests

- A. To assist the Federation in carrying out its role as the bargaining agent for faculty, the College shall, within seven (7) business days of a new faculty member's first day of employment, furnish to the Federation the following information, if available, from the College's Human Resources Information System (HRIS):
 - 1. employee name;
 - 2. date of hire;
 - 3. permanent addresses;
 - 4. primary worksite location;
 - 5. work email address,
 - 6. personal email address;
 - 7. work telephone numbers;
 - 8. primary contact phone (cellular and home) number(s);
 - 9. faculty appointment status; and
 - 10. salary pursuant to Article 5.10.
- B. The Federation may request from the Vice President of Human Resources, or designee, then current information identified in Article 2.80.A at any time, and expect a response within seven (7) business days.
- C. No later than the third week of every quarter of the regular academic year, the College will provide the Federation with then current information identified in Article 2.80.A for all faculty.
- D. The Federation will maintain the confidentiality of all employees' permanent addresses, personal email addresses, and personal phone numbers.

2.90 Opening Week

Prior to the commencing of classes of each regular academic year and at the regularly scheduled annual meetings of all faculty, the President of the Federation or designee shall have the opportunity to address faculty.

Article 3: Management Rights

3.10 Management of College

The management of the College and the direction, assignment, and job responsibilities of the workforce are vested exclusively with the College subject to the terms and conditions of this Agreement.

Article 4: Selection and Appointment of Faculty

4.01 Appointment Status

A. Full Time Faculty Appointments

1. **Tenured Faculty Appointment.** Full-time appointment for an indefinite period of time which may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington and this Agreement (e.g. Article 18 and Article 19).
2. **Tenure-Track (i.e. Probationary Faculty) Appointment.** Full-time appointment for a designated period of time, generally one regular academic year, which may be terminated without cause upon expiration of the Tenure Track faculty member's term of employment. Renewal of a Tenure-Track appointment is subject to Article 8. Termination of a Tenure-Track Appointment prior to its expiration is subject to Article 18 and Article 19.
3. **Full-Time Temporary Appointment.** Full-time appointment for a designated period of time, generally one regular academic year, that carries no promise or expectation of continued employment beyond the term of the appointment. Such appointments are not subject to Article 8, and time spent in such appointments is not applicable towards tenure. Circumstances in which Full-Time Temporary appointments may be made include, but are not limited to appointments:
 - a. funded by special purpose monies, including, but not limited to federal monies, grant-funded programs or other special funds provided to the College, as designated by the College Board of Trustees or the State Board.
 - b. made in the temporary absence of a tenured faculty member (e.g. in cases of sabbatical leave, leave of absence, temporary assignment outside the bargaining unit, etc.)
 - c. made in the event where customary hiring processes for a Tenure-Track appointment are not reasonably feasible, such as, but not limited to, emergency or unscheduled vacating of a faculty;
 - d. program demand or viability to support a Tenure-Track, and ultimately a Tenured, position indefinitely is reasonably indeterminable.

B. Associate (i.e. Part-Time, Adjunct, or Contingent) Faculty Appointments

1. Associate faculty are those who do not have an appointment as Full-time Faculty pursuant to Article 4.05.A and, generally, are compensated

pursuant to Appendix C or Appendix D.

2. Associate faculty have no promise or expectation of continued employment beyond the term of their current and specific appointment or workload guarantee.
3. Associate faculty who are awarded Senior Associate status pursuant to Article 7 have additional rights and responsibilities pursuant to this Agreement.

4.10 Diversity in Hiring

The College and the Federation are committed to the goal of increasing diversity of the College's faculty. Academic employee vacancies shall be filled in accordance with the College's policies, regulations and the nondiscrimination provision of this Agreement. Position requirements will place the highest priority on addressing student needs and will include an expectation for advancing department, division, and institutional strategic goals which include increasing the diversity of our faculty.

4.20 Hiring Process for Full-time Faculty

A. Generally

1. When the College identifies a Full-time Faculty position to be filled, feedback regarding the minimum qualifications for the position will be sought from Tenured and Tenure-Track faculty within the program or related discipline(s).
2. Final approval of any position's qualifications rests with the College.
3. The College shall advertise vacancies as widely as necessary to obtain a diverse pool of candidates.
4. The College shall provide a monthly email notice to all faculty of all open positions at the College.
5. All applicants shall be notified of the disposition of their application prior to the publication of the name of the hired applicant.

B. Tenure-Track Positions

1. Upon notification that a vacant Tenure-Track position is to be filled, the appropriate administrator shall convene a screening committee of at least three employees in accordance with College processes.
 - a. The chair of each screening committee shall be trained in College hiring procedures.

- b. Screening committee members shall be required to sign a confidentiality agreement, and shall maintain confidentiality with respect to the hiring process.
 - c. The academic discipline(s) in which the vacancy exists shall select one of the committee members from the Tenured and Tenure-Track faculty members in the academic discipline(s) in which the vacancy exists. If sufficient faculty members are not available, faculty member(s) from related academic discipline(s) shall be selected.
 - d. At least one Tenured or Tenure-Track Faculty member from an additional academic discipline shall serve on the committee.
 - e. At least half of any review committee shall be composed of faculty.
2. The screening committee shall determine its own screening criteria and rating standards, consistent with the generally applicable College hiring procedures.
 3. Screening committees shall determine the initial interview round(s) format and interview questions, consistent with the generally applicable College hiring procedures.
 4. All internal candidates who submit an application that meets the minimum criteria for a position shall be granted an interview with the screening committee.
 5. The screening committee shall determine additional candidates to be interviewed.
 6. The screening committee shall recommend finalists to the appropriate administrator.
 7. The final hiring decision will be made by the President, or designee, consistent with the College's generally applicable policies regarding hiring employees.

C. Full-Time Temporary Positions

1. When a Full-Time Temporary appointment becomes available, the College shall make a reasonable effort to appoint current qualified Senior Associate Faculty into the position.
2. If more than one Senior Associate Faculty member is qualified for the position, the College will conduct an "internal only" search following the procedures outlined in Article 4.20.B.
3. If no Senior Associate Faculty member is qualified for the position, the

College shall make a reasonable effort to appoint qualified Associate Faculty into the position.

4. If more than one Associate Faculty member is qualified for the position, the College will conduct an “internal only” search following the procedures outlined in Article 4.20.B.
5. If no Associate Faculty member is qualified for the position, the College will conduct an open recruitment pursuant to the process outlined in Article 4.20.B.

4.30 Hiring Process for Associate Faculty

- A. When the College identifies the potential need for Associate faculty in a specific discipline or program, feedback regarding the minimum qualifications for the position will be sought from Tenured and Tenure-Track faculty within the program or related discipline(s).
- B. Once minimum qualifications are established, Human Resources will post a “pooled” posting soliciting applicants for the potential need.
 1. The position duties or expectations for this announcement will be generic in nature with respect to the obligations of all Associate faculty under this agreement.
 2. Notwithstanding the foregoing, the announcement may include information regarding the subject matter, courses, etc. which a hired Associate faculty member may be expected to teach or otherwise perform.
- C. Committee Review & Certification
 1. The appropriate administrator will convene a review committee in accordance with College processes.
 - a. The chair of each review committee shall be trained in College hiring procedures.
 - b. Review committee members shall be required to sign a confidentiality agreement, and shall maintain confidentiality with respect to the hiring process.
 - c. The academic discipline(s) in which the applicants are sought shall select at least one third of the review committee members from the Tenured and Tenure-Track faculty members in the academic discipline(s) in which the vacancy exists. If sufficient faculty members are not available, faculty member(s) from related academic discipline(s) shall be selected.

- d. At least one Tenured or Tenure-Track Faculty member from an unrelated academic discipline, program, or department shall serve on the review committee.
 - e. At least half of any review committee shall be composed of faculty.
- 2. The review committee will evaluate and certify the pool of applicants for the appropriate administrator to review.
- 3. The appropriate administrator will interview applicants certified by the review committee prior to making a workload assignment pursuant to Article 17.
- 4. If the appropriate administrator does not have any certified candidates from a review committee for any reason, they can continue with the hiring process but must consult with Human Resources.
 - a. Prior to assigning a subsequent workload to a non-certified hire, a review committee will have the opportunity to review their application materials and determine whether or not to certify the candidate.
 - b. The non-certified hire will not be eligible for additional workload assignments pursuant to Article 17 until certified.
- 5. The Vice President of Instruction is the ultimate hiring authority for all associate faculty positions.

4.40 Full-time Faculty Contracts

- A. All full-time faculty shall be notified annually of contract renewal, if any, and otherwise updated regarding the following:
 - 1. The workload or percent of full-time assignment as appropriate;
 - 2. The annual salary pursuant to Article 5;
 - 3. The beginning and ending dates of the assignment period;
 - 4. The total number of days of the assignment period;
 - 5. The choice as to the number of equal payments made to the employee.
- B. The College shall provide this information to each Full-time faculty member on or prior to the Friday before Exam Week for the next regular academic year.

4.50 Associate Faculty, including Moonlight, Contracts

- A. Associate Faculty and any faculty assigned a workload in excess of 1.000 FTEF shall receive notice of work assignments as far in

advance of the start of the quarter as possible.

- B. Notice shall be received by the Faculty member no later than one week before the start of the work, absent extenuating circumstances (e.g. late additions of course sections to the schedule).
- C. Quarterly contracts for work performed pursuant to an Associate of moonlight appointment shall include:
 - 1. General description of the work assignment;
 - 2. The assigned FTEF or workload pursuant to Article 17;
 - 3. The salary or rate of pay; and
 - 4. The beginning and ending dates of the assignment period.

4.60 Class Section Cancellation

- A. Faculty shall be notified of class cancellation as soon as is practical.
- B. In the event of an Associate Faculty's, Senior Associate Faculty's, or Full-time Faculty's moonlighting class(es) being canceled, the faculty member will be compensated by the College pursuant to Appendix E.

4.70 Reassigned Time & Special Assignment

Faculty assigned work pursuant to Article 17.90 shall receive a written notice as far in advance of the start of the work as possible regarding the assigned duties, the FTEF workload, and the starting and ending date.

4.80 Authority of the Board of Trustees

Nothing in this Article limits the authority of the Board of Trustees with respect to hiring faculty.

Article 5: Compensation

5.10 Salary

- A. The annual salary schedule for Full-time Tenure and Tenure-Track Faculty shall be in Appendix A.
- B. The annual salary schedule for Full-time Temporary Faculty shall be in Appendix B.
- C. The quarterly salary schedule for Senior Associate Faculty shall be in Appendix C.
- D. The quarterly salary schedule for Associate Faculty for work up to, and including, 1.000 FTEF, shall be in Appendix D.1.
- E. The quarterly salary schedule for workload in excess of 1.000 FTEF (i.e. moonlight assignments), and other excess workload (e.g. advisee overloads, enrollment overloads, substitutions, timesheet work, etc.), regardless of faculty status (i.e. Associate, Senior Associate, Full-Time Temporary, Tenure-Track, Tenured) shall be in Appendix D.2.
- F. Other salary information shall be in Appendix E.

5.20 Returning to Bargaining Unit

A tenured faculty member who accepts a position outside the bargaining unit and then returns to the bargaining unit shall be placed at the salary step they were assigned prior to accepting the position outside the bargaining unit.

5.30 Salary Increases

- A. Faculty shall qualify to receive increments shown in Appendices A through D.
 - 1. Increments are equivalent to the dollars between steps detailed in Appendices A through D. Individual full-time faculty members' annual full-time salary may differ from the salary corresponding to their assigned step due to increases contemplated by subsections 5.30.C.1 and 5.30.C.2.
 - 2. For Tenured Faculty, they will move one step (increment) on the salary schedule in Appendix A on July 1 of each year.
 - 3. The exact amount of the increment is determined after computing all other applicable increases pursuant to Articles 5.30.D, 5.30.E, or 5.30.F.
- B. All calculations for salary increases shall be as of June 30 to be applied for salary increases the following academic year, including summer quarter.

- C. Each academic year's salary, after all applicable increases, shall constitute the new salary base for that faculty member upon which the following year's salary increases are calculated.
 - 1. Salary increases not described by Sections 5.30.A, 5.30.D, 5.30.E, or 5.30.F subject to Section 5.30.C shall clearly and unambiguously indicate in the agreement (e.g. MOU or LOA) authorizing the increase that they are subject to Section 5.30.C.
 - 2. Inclusion of a salary increase in this calculation, or as part of the "new salary base" does not alter or otherwise modify the terms, including the increase amount, of the agreement authorizing the salary increase.
- D. A faculty member who has been granted tenure shall receive a salary adjustment as shown in Appendix A.
 - 1. This salary adjustment shall be effective with the first pay period of the first quarter following the expiration of the faculty member's tenure track appointment.
 - 2. If this adjustment is effective as of the Winter or Spring quarters, it will be pro-rated based on the remaining number of pay periods left in the regular academic year.
- E. Full-time faculty members with a doctoral degree shall receive a salary adjustment as shown in Appendix A.
 - 1. This salary adjustment shall be effective with the first pay period of the first quarter following the faculty member's notification and verification of an earned doctoral degree to Human Resources.
 - 2. If this adjustment is effective as of the Winter or Spring quarters, it will be pro-rated based on the remaining number of pay periods left in the regular academic year.
- F. All funds allocated by the SBCTC for general wage increases and COLAs shall be distributed as a percent of base salary to all applicable faculty.

5.40 Support of Tenure Lines

The College and the Federation agree that full-time faculty are crucial to student success and the College will endeavor to increase the ratio of full-time to part-time faculty work. The College will hire new tenure track faculty to ensure the maintenance of a minimum of the 5-year historical percent of total FTEFs worked as part of contracted full time loads plus 1%. The Contract Administration Committee shall review data and calculate FTEF ratios by the end of Spring quarter each year in order to make hiring recommendations for Fall posting.

5.50 Pay

- A. Pay for all faculty shall be available on the 10th and 25th of each month. Exceptions due to holidays, weekends, and closures shall be posted on the College website.
- B. Full-time faculty shall receive their first paycheck on September 25 of each year and their last paycheck on June 25.
- C. Faculty given additional contract days for specific purposes shall be paid for these days on the next regularly scheduled payroll whenever possible. However, in no case shall the period between the last day worked and the receipt of the paycheck exceed one (1) month.
- D. When errors are made resulting in underpayments to Full-time or Associate Faculty, the College shall pay the amount of the underpayment within five (5) working days of notification to the Human Resources office.
- E. Semi-Monthly Rate of Pay for Full-time Faculty
 - 1. By default, Full-time Faculty, shall be paid one-nineteenth (1/19th) of the balance of their annual salary starting September 25 and continuing through June 25
 - 2. Full-time Faculty may elect to be paid one-twenty-fourth (1/24th) the balance of their annual salary starting September 25 through June 10 with the remaining six-twenty-fourths (or 1/4th) their annual salary paid on June 25 (i.e. balloon option).
 - 3. Full-time Faculty appointed after the first contract day of the regular academic year will have their annual salary pro-rated based on the actual number of contract days for which they have been appointed.
 - a. Their semi-monthly pay will be divided equally amongst the remaining pay-periods.
 - b. They cannot elect the balloon option pursuant to Section 5.50.E.2.
 - 4. Full-time Faculty assigned an alternative calendar pursuant to Article 16 shall be paid for work performed during the summer quarter on a per day basis (i.e. their annual salary, divided by the number of annual contract days). The remaining balance of their annual salary shall be paid out pursuant Section 5.50.E.1.

5.60 Payroll Deductions

The College shall provide payroll deductions pursuant to [RCW 41.04.230](#).

5.60 Insurance Benefits

- A. The College shall pay the base benefits rate determined by the Public Employee Benefits Board (PEBB) for each eligible employee.
- B. The College agrees to continue the practice of voluntary payroll deductions for faculty who elect this means of paying premiums for optional state sponsored insurance benefits consistent with PEBB rules.
- C. The College shall inform each faculty member of all insurance options and important dates related thereto at the time of hiring, upon any substantial modifications which are announced by appropriate regulatory agencies, and at any time upon request of the faculty member.

5.61 Insurance Coverage During Leave

- A. The College shall continue all insurance programs during the period when a faculty member is on leave with pay.
- B. The faculty member shall have the option of continuing life and health insurance benefits at their expense while on unpaid leave to the extent provided by law.
- C. The College shall assist the faculty member in maintaining insurance coverage while on leave by providing all available information and forms.

5.62 Associate Faculty Insurance Benefits

- A. Associate Faculty who are assigned fifty percent (50%) or more of a full-time faculty workload are eligible for full College contributions and deductions as outlined in Article 5.60 beginning with the second consecutive quarter of such employment.
- B. Employment at other state institutions of higher education shall be used to calculate the fifty percent (50%) in accordance with PEBB rules.
- C. Associate Faculty assigned less than fifty percent (50%) of a full-time faculty load workload may participate at their own expense in the College's insurance and health programs pursuant to rules and regulations of the PEBB.

5.70 Unemployment Compensation

- A. The College shall continue to provide unemployment compensation coverage for every full-time and part-time faculty as required by statute.
- B. For purposes of reporting hours to the State's Employment Security Department for all full-time faculty, the College shall report the number of weeks worked times forty (40), regardless of actual workload.

- C. For purposes of reporting hours to the State's Employment Security Department for part-time faculty, the College shall report the number of weeks worked times the percentage of full-time load times thirty (30).

5.80 Liability Coverage

Liability coverage, including Labor & Industry/Worker's Compensation for every full-time and part-time faculty shall be provided in accordance with applicable state rules and regulations.

5.90 In the Case of Disability or Death

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

5.100 Retirement

- A. The College agrees to make contributions to retirement plans for eligible faculty consistent with applicable state laws and regulations. Information on such plans shall be provided to individual faculty on request.
- B. Consistent with applicable state rules and regulations, the College shall make payroll deductions for those employees who elect to participate in voluntary retirement and annuity programs, including programs involving tax shelter provisions.
- C. The College shall provide information on all retirement programs to employees at the time of hiring and of any substantial modifications announced by appropriate regulatory agencies.

Article 6: Leave Benefits

6.10 Leave

- A. Full-time Faculty employed on an annual contract shall be eligible for all leaves listed in Article 6.
- B. Faculty employed either full-time or part-time, but without an annual contract, shall be eligible for certain leaves as described below.
- C. Accumulated eligibility for leaves shall be transferable from other educational institutions to the extent provided by law.
- D. All leaves described herein, except those described under Articles 6.30 and 6.100, require approval from the appropriate administrator.
- E. The appropriate administrator shall respond to leave requests in a timely manner.
- F. Except as noted in Article 6.60, all leaves covered in Articles 6.20, 6.70, and 6.80 shall first be deductible from accumulated compensable leave balances.

6.20 Sick Leave Accrual

- A. A full-time faculty member shall be credited with ninety-six (96) hours of sick leave on the first day of the initial full-time contract.
- B. Thereafter, commencing with the second year of full-time employment, regardless of the total of the accumulated leave, the faculty member shall be credited with 8 hours of sick leave per month during Fall, Winter, and Spring Quarters.
- C. Associate Faculty are eligible to accrue sick leave on a pro rata basis calculated using this formula: six (6) hours per month multiplied by percent of assigned FTEF up to a 1.000, with each quarter during the regular academic year being calculated as three months in length. Summer quarter is calculated as being two months in length.
- D. Senior Associate Faculty are eligible to accrue sick leave on a pro rata basis calculated using this formula: six and six tenths (6.60) hours per month multiplied by percent of assigned FTEF up to a 1.000, with each quarter during the regular academic year being calculated as three months in length. Summer quarter is calculated as being two months in length.
- E. Full-time Faculty working in Summer Quarter shall accrue sick leave on a pro rata basis calculated using this formula: eight (8) hours per month multiplied by

percent of assigned FTEF up to a 1.000, with Summer quarter being calculated as two months in length.

6.30 Sick Leave Use

- A. Leave shall be available in cases of illness or injury to the faculty member or the faculty member's immediate family or household.
- B. In accordance with law, leave required by an employee due to disability related to pregnancy shall be covered as any other illness under sick-leave provisions.
- C. Sick leave may be utilized to provide the difference between contracted salary and Workers' Compensation benefits.
- D. Faculty shall report the number of work hours missed.

6.40 Sick Leave Notice

- A. Sick leave shall be reported by the faculty member to the appropriate administrator, or designee, at the beginning of the absence, or as soon as is feasible in emergency situations, and daily thereafter unless other arrangements are made.
- B. When an absence is foreseeable, a faculty member shall notify the appropriate administrator in writing of the beginning date and expected duration of each absence.
- C. A licensed health care provider's statement may be required regarding any illness/injury leave lasting more than three consecutive contract days, as the absence may qualify for Family Medical Leave under Article 6.150.

6.50 Sick Leave Buy-Out/VEBA

- A. At the time of separation from state service due to retirement or death, an eligible employee or the employee's beneficiary or estate shall receive remuneration at a rate equal to one hour's current monetary compensation of the employee for each four (4) hours of compensable accrued sick leave.
- B. The provisions of this subsection are contingent on the continuation of the enabling legislation.
- C. Faculty shall deposit sick leave buy-out funds received pursuant to Article 6 into a VEBA Medical Expense Plan as authorized by law, unless a request for a vote is made in accordance with the process outlined below.
- D. Request for vote.

1. Any faculty member who has accrued leave and intends to retire may submit a written request to the federation President on or before December 1 requesting a vote of eligible faculty intending to retire in the next calendar year in order to determine if a majority would prefer to “opt out”, of the VEBA Medical Expense Plan for that year.
 2. The Federation shall conduct a vote of eligible faculty intending to retire that year to determine if there is a majority desire to contribute to VEBA.
 3. Such a vote will be binding on all eligible faculty who retire after the date of the vote, from January 1 until December 31 of that year.
 4. The Federation shall communicate the results of the vote to the Human Resources office within one week of the vote.
- E. To determine hourly rate of pay for purposes of VEBA, RCW 41.04.340, State Administrative and Accounting Manual § 25.40.30, and other similar purposes, the daily number of hours shall be the applicable approximate number of weekly hours articulated in Article 5.70 divided by five (5) days.

6.60 Bereavement Leave

- A. Faculty shall receive up to ten (10) days of paid bereavement leave for each death in the faculty member’s family or household.
- B. This leave shall not be deducted from the faculty member’s sick leave balance.
- C. Notification must be provided to the appropriate administrator, or designee.
- D. In addition to the ten (10) days described above, the faculty member may also use any existing sick leave or personal days in the case of bereavement.
- E. This leave must be taken in full-day increments, and may not be pro-rated.

6.70 Emergency Leave

- A. Leave with pay for other emergencies may be granted with the approval of the appropriate administrator.
- B. Emergency leave will be deducted from sick leave balances.

6.75 Domestic Violence Leave

- A. Faculty member who is absent from work pursuant to RCW 49.76.030 may elect to use sick leave, other available paid time off (e.g. Personal Leave), or unpaid leave time.

6.80 Parental/Elder Care Leave

- A. Faculty members shall be entitled to up to 10 contract days of paid leave annually for the particular absences under FMLA as described below.
 - 1. For the purposes of bonding with the new child for birth parents, adoptive parents, or foster parents.
 - 2. Care of an elder member of the faculty member's immediate family or household.
- B. Additionally, faculty members may use sick leave for any leave beyond the 10 contract days described in Article 6.80.A.

6.90 Shared Leave

- A. Faculty members are eligible to participate in the College's leave sharing program as provided for in state statute and College procedures.
- B. Faculty members requesting shared leave shall submit their requests to the Human Resource office.

6.100 Worker's Compensation

The College agrees to maintain maximum allowable coverage of on-duty accidents under Workers' Compensation Legislation for all faculty.

6.110 Jury Duty

- A. All faculty shall be granted paid leave to serve as jurors.
- B. Compensation for service as a juror is considered de minimus and may be kept by the faculty member.
- C. Alternatively, the faculty member may consider donating such compensation to the College Foundation.
- D. This section does not otherwise apply to faculty members who are parties to litigation, whether as a plaintiff, defendant, subject of an investigation, have an economic interest in the matter in dispute, or if serving as a witness in a professional capacity.
- E. Faculty will inform the appropriate administrator, or designee, when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands.

6.120 Military Leave

Faculty shall be entitled to a maximum of twenty-one (21) calendar days of annual leave for active duty in the National Guard, Air National Guard, or military reserve forces of the United States.

6.130 Personal Leave

- A. This leave is intended to be used for reasons of a personal nature. Reasonable attempts by the faculty member to arrange coverage shall be expected.
- B. Full-time faculty under annual contract shall receive three (3) personal leave days commencing the first day of the contract.
- C. Senior Associate and Associate Faculty who work 0.666 FTEF, or more, in a quarter shall receive one (1) personal leave day commencing the first day of the quarterly assignment.
- D. Personal leave days are non-accumulative and must be used in the academic year accrued for Full-time faculty and in the quarter accrued for Associate and Senior Associate faculty.
- E. No more than one (1) personal leave day can be used in a quarter unless such leave is expressly approved by the appropriate administrator.
- F. Full-time faculty who work 0.666 FTEF, or more, in Summer Quarter on a part-time contract shall receive one (1) personal leave day for use in that quarter.
- G. This leave must be taken in full-day increments and may not be pro-rated.

6.140 Family Medical Leave Act (FMLA)

- A. The benefits of Family Medical Leave are detailed in College policy, state and federal law and this article of this collective bargaining agreement. FMLA ensures that, during leave, the employee maintains insurance coverage. If a faculty member is absent for serious personal or family illness, or welcoming a new child into the household (birth, adoption, foster child), the faculty member should contact the Human Resources office as soon as possible to discuss FMLA benefits.
- B. Family Medical Leave may be requested up to twelve (12) weeks per year as described under the Family Medical Leave Act. A combination of any faculty leave may be used; however, the choice made must be stated in the request. Faculty may contact the HR office for eligibility requirements.

- C. While on leave granted in accordance with Article 6.100 above a faculty member shall have the choice of having their College-paid health insurance benefits continued.
- D. During the leave, the faculty member shall be responsible only for the employee-paid portion of any continued insurance benefits. The employee-paid portion may be paid as follows:
 - 1. The faculty member may choose to use eight hours or more of accrued paid leave per month in order to continue payroll insurance deductions, as provided for by the Washington State Public Employees Benefits Board (PEBB); or
 - 2. The faculty member may pre-pay, to the Human Resources office, the amount due for the employee-paid portion of insurance benefits for the length of the leave.
- E. [Intentionally Left Blank]
- F. [Intentionally Left Blank]
- G. In the event of the repeal or revision of [29 USC 28.2612](#), and/or [RCW 49.78](#), either side may reopen this section for negotiations.

6.150 Washington Paid Family Medical Leave

The College will pay both the employee and the employer portion of the Washington Paid Medical Leave premium for Associate Faculty and Senior Associate Faculty only.

6.160 Return to Work After Paid Leave

- A. During leave, the faculty member shall continue to accrue benefits and privileges (e.g., seniority, pension rights, sick leave eligibility, etc.) as if the faculty member had remained on active status.
- B. The College shall also keep in force the faculty member's insurance plans, consistent with this Article and State rules.
- C. Except as otherwise limited in this Agreement, the College agrees to reinstate the faculty member's former position at the end of the leave.
- D. Any salary increases that would have been earned on active status shall accrue to the faculty member while on paid leave.

6.170 Leave Without Pay

- A. In addition to leaves with pay, a Tenured Faculty member may be granted leave without pay not to exceed three consecutive quarters, excluding summer quarter.
- B. Reasons for a leave without pay include, but are not limited to:
 - 1. temporary disability;
 - 2. professional opportunities, such as study, research, teaching, travel, or work experience;
 - 3. civic opportunities, such as government service, political office, or military service;
 - 4. extended family care;
 - 5. participation in a leadership role in a professional or labor organization.
- C. Nothing in this section limits the right of a faculty member to request leave without pay as a reasonable accommodation for disability or other legally recognized basis, consistent with the otherwise applicable standards.

6.171 Applying for Leave Without Pay

- A. Requests for leave without pay should be presented as early as possible.
- B. The request must be received by the appropriate administrator no later than the fifth week of the regular academic year quarter preceding the first quarter for which leave without pay is requested.
- C. The appropriate administrator will forward the request for leave without pay to the President through the Vice President of Instruction.
- D. The appropriate administrator and the Vice President of Instruction will provide the President their recommendation regarding approval or denial of the request.
- E. Exceptions to the timeline outlined above may be made for situations or circumstances reasonably unforeseeable to the faculty member.

6.172 Approval for Leave Without Pay

All requests for leave without pay pursuant to Article 6.170, require the approval or denial of the College President.

6.173 Return to Work After Leave Without Pay

- A. Benefits accrued prior to a leave of absence shall be retained by the faculty member.
- B. A faculty member granted a leave of absence shall have the opportunity of keeping any contributory insurance plans in force during the leave by making pre-payments consistent with provisions of the underwriter.
- C. Faculty shall accrue seniority while on leave without pay consistent with Article 5 and Article 10.
- D. The individual is guaranteed the first opportunity for their position upon return.

Article 7: Senior Associate Faculty

Senior Associate status is awarded to Associate Faculty who meet the standards set forth in this Article. Senior Associate status affords faculty additional benefits and responsibilities, as outlined throughout this Agreement.

7.05 Senior Associate Preliminary Eligibility Conditions

- A. Associate Faculty members are eligible to begin the Senior Associate process after working an average in excess of 0.500 FTEF workload over six quarters, not necessarily consecutively. The six (6) quarters must occur within a nine (9) consecutive quarter period, inclusive.
 - 1. The nine-quarter period does not include summer quarter.
 - 2. Summer quarter, if worked, may be included in the nine-quarter period.
- B. Programmatic or individual faculty exceptions to the requirements of this section may be approved by the College and Federation.

7.10 Starting the Senior Associate Process

- A. The Associate Faculty member shall express in writing to the appropriate administrator their interest to start the process no later than the 10th working day of the quarter.
- B. The Associate Faculty member shall request from the appropriate College department the creation of a digital portfolio shell in which to maintain evaluations, observations, self-reflections, professional development plans, mentor meeting notes, and other data relevant to successful completion of academic duties as required in this process.
- C. The Associate Faculty member shall follow the Senior Associate Checklist in Appendix G.
- D. The Associate Faculty member shall choose a mentor from the list of available faculty mentors provided by the appropriate administrator.

7.20 Quarterly Activities

For six (6) quarters, the Associate Faculty member seeking Senior Associate status shall:

- A. Maintain a minimum 0.666 FTEF workload as Associate Faculty.
 - 1. If the faculty member does not maintain a minimum of 0.666 FTEF workload for any quarter, that quarter is not counted as one of the six quarters.

2. If a faculty member is not employed by the College at an FTEF of 0.666 FTEF, or greater, for more than two (2) quarters, excluding summer, during the Senior Associate process, the Associate Faculty member will need to restart the process, unless an extension is requested and approved by the Vice President of Instruction, or designee.
 3. Nothing in this section supersedes the terms of Article 17.10.
- B. Update the portfolio and include student feedback and other relevant information.
 - C. Continue consultation with a faculty mentor.
 - D. Request an observation by the appropriate administrator, scheduled at a time mutually agreeable with the observer and the Associate Faculty member. At least one observation must be conducted annually for each mode of instruction.
 - E. If the Associate Faculty member fails to complete the requirements of 7.20.B through 7.20.D of this Article for two (2) consecutive quarters during which they maintained a minimum workload pursuant to Article 7.20.A, they will no longer be considered actively pursuing Senior Associate status and the Associate Faculty member will need to restart the process, unless an extension is requested by the faculty member before the end of the second quarter and approved by the Vice President of Instruction, or designee.

7.30 Third Quarter Meeting

During the third quarter of the review process, the Associate Faculty member shall meet with the appropriate administrator to review and update the candidate's professional development plan and share the candidate's portfolio

- A. The appropriate administrator shall provide feedback as appropriate.
- B. The appropriate administrator shall provide coaching and resources to foster faculty growth.

7.40 Sixth Quarter Review of Eligibility and Awarding Senior Associate Status

After successful completion of the sixth (6) quarter of the review process and the New and Associate Faculty Academy, the Associate Faculty member shall submit the Associate Faculty member's portfolio to the Appropriate Administrator and department head.

- A. The appropriate administrator and department head shall review the portfolio.

- B. The appropriate administrator and department head may recommend awarding Senior Associate status to the Vice President of Instruction, or designee.
- C. Alternatively, the appropriate administrator and department head may decline to recommend awarding Senior Associate status or recommend additional work.
- D. The Vice President of Instruction shall consider these recommendations and make a decision to:
 - 1. award Senior Associate status;
 - 2. deny awarding Senior Associate status; or
 - 3. deny awarding Senior Associate status at this time and recommend the Associate Faculty member repeat quarterly activities consistent with Article 7.50.A.1.
- E. Notification will be in writing to the Associate Faculty member, the Human Resources office, and the appropriate administrator, or designee, within fourteen (14) calendar days of portfolio submission.

7.50 Appeals

- A. If Senior Associate status is not awarded, the Senior Associate candidate shall have three options:
 - 1. repeat quarterly activities to improve performance over the course of the next three quarters, excluding summer, and then present updated materials pursuant to Article 7.40 for reconsideration;
 - 2. end Senior Associate process and may continue employment as Associate Faculty; or
 - 3. appeal the decision to the President, or designee.
 - a. Appeals to the President, or designee, must be submitted in writing within fourteen (14) calendar days of the Vice President's decision.
 - b. Within seven (7) calendar days, the President, or designee, will empanel a review committee comprised of three employees.
 - i. One committee member shall be a Tenured Faculty member selected by the Associate Faculty member. This committee member may not be an individual who had a formal role (e.g. mentor, department head, etc.) at an earlier stage in the Associate Faculty member's review process.

- ii. One committee member shall be a Senior Associate or Full-Time faculty member selected by the Federation. This committee member may not be an individual who had a formal role (e.g. mentor, department head, etc.) at an earlier stage in the Associate Faculty member's review process.
 - iii. One committee member shall be an administrator who directly supervises faculty selected by the President, or designee. This committee member may not be an individual who had a formal role (e.g. mentor, department head, appropriate administrator, etc.) at an earlier stage in the Associate Faculty member's review process.
 - c. The committee will review the following materials:
 - i. The Associate Faculty member's portfolio;
 - ii. The recommendation of the appropriate administrator and the department head;
 - iii. The decision of the Vice President; and
 - iv. The portfolios of the three most recent comparable Senior Associate Faculty members to be awarded Senior Associate status. Prior to providing these portfolios to the committee, Human Resources will receive the written consent of the Senior Associate Faculty member to provide their portfolio to the committee.
 - d. Within fourteen (14) days of being empaneled, the committee will make a recommendation to the President, or designee, whether to grant or deny the award of Senior Associate status.
 - e. Within seven (7) days of receiving the committee's recommendation, the President, or designee, shall make the decision to award or deny Senior Associate status.
 - f. Notification will be in writing to the Associate Faculty member, the Human Resources office, the Vice President of Instruction, and the appropriate administrator, or designee, within fourteen (14) calendar days of portfolio submission.
- B. Decisions relating to the awarding or withholding of Senior Associate status shall not be subject to the grievance procedure of this Agreement.
- C. The benefits and responsibilities of Senior Associate status begin the quarter following the awarding of Senior Associate status, excluding summer.

7.60

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7.90 Workload Assignments

Senior Associates shall be assigned workload in accordance with Article 17.

7.100 Pay

Senior Associates shall be paid in accordance with Article 5.

7.110

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7.120 Senior Associate Responsibilities

Senior Associates responsibilities are listed in Article 14.

7.130 End of Senior Associate Status

Senior Associate status shall end if:

- A. lost pursuant to Article 18;
- B. relinquished by the Senior Associate Faculty member;
- C. the Senior Associate faculty member accepts a tenure-track position at the College;
- D. the Senior Associate faculty member accepts a non-temporary position at the College outside the bargaining unit; or
- E. the Senior Associate does not accept a teaching assignment for three consecutive quarters (not including summer quarter or approved leave), unless employed as a Full-Time Temporary Faculty member. Extensions beyond the three consecutive quarters must be approved by the Vice President of Instruction.

Article 8: Tenure

8.05 Notification of Tenure Track Appointment

At least seven (7) calendar days prior to the date a faculty member begins a tenure-track appointment the College shall notify the Federation President of the appointment date, the faculty member's name, and the department to which they have been assigned pursuant to Article 15.10.

8.10 Authority to Grant Tenure

- A. The Federation agrees that the authority to grant or deny tenure is vested with the College subject to Article 8.
- B. It is further agreed that any and all decisions relating to the awarding or withholding of tenure or the renewal or non-renewal of individual contracts of Tenure-track Faculty shall not be subject to the grievance procedure of this Agreement.

8.20 Purpose of Tenure Procedures

- A. To protect faculty rights and faculty involvement in the establishment and protection of these rights.
- B. To define a reasonable and orderly process for the appointment of faculty to tenure status and for the non-renewal of Tenure-track Faculty.

8.30 Appointment Review Committees (ARC) – Membership

- A. Each tenure-track faculty member shall have a five-member ARC assigned within thirty (30) working days of the start of the first contracted quarter.
- B. Appointment Review Committees shall serve as ad hoc committees until such time as the tenure-track faculty member is either granted tenure or employment in a Tenure-track Faculty appointment is terminated.
- C. By the tenth contract day of the start of the initial tenure-track contract, the tenure-track faculty member shall notify the Federation election officer of one or two tenure-track faculty member choice representative. The tenure-track faculty member choice representative(s) must be a Tenured Faculty member who has given consent to serve as the tenure-track faculty member choice representative. The ballot will denote which nominee(s) was put forth by the tenure-track faculty member. If the Tenure-track faculty member does not nominate a representative, the alternate identified pursuant to Section 8.30.D will appear on the ballot along with the other nominee(s) put forth pursuant to section 8.30.D.

- D. By the fifteenth contract day of the initial tenure-track contract, the appropriate administrator responsible for the tenure-track faculty member's department shall solicit names of appropriate tenured faculty members willing to serve on the ARC. Faculty members in the relevant area (section 8.30.D.1) shall choose from that list which names are forwarded to the Federation election representative. The faculty will choose two primary nominees and one alternate nominee. Nominees will preferably be from the same department or similar academic discipline as the tenure-track faculty member.
1. Nominees will be chosen by the tenured faculty from the relevant area of the following:
 - a. Applied Sciences & Advanced Manufacturing
 - b. Business
 - c. Professional and Technical Programs
 - d. Nursing and Allied Health
 - e. Transitional Studies
 - f. Arts, Humanities, and Social Sciences
 - g. Academic Foundations
 - h. Natural Sciences
 - i. Library and Media Services
 - j. Entry Advising and College Success
 - k. Counseling and Student Support
 2. In those circumstances where a Tenure-Track Faculty member's academic discipline is more closely aligned with a body of programs or disciplines different than the default relevant area identified above, the College and Federation may agree to an alternative relevant area from which the tenured faculty will be selected from.
- E. Before it conducts the election, the Federation shall add to the ballot a list of two nominees to serve on the ARC. Federation nominees must be tenured faculty other than nominees put forth pursuant to Section 8.30.C and 8.30.D.
- F. The Federation shall conduct the election by the 20th (twentieth) contract day of the start of the Tenure-Track Faculty member's appointment, consistent with RCW 28B.50.869.
1. Only Tenured Faculty shall be eligible to vote.

2. The Federation may opt to hold the election in two phases:
 - a. Phase I would consist of division and tenure-track faculty member nominees. Any Tenure-Track faculty member nominees shall be clearly identified on the ballot. Two (2) nominees would be appointed.
 - b. Phase II would consist of Federation nominees. One (1) nominee would be appointed.
- G. The Federation shall submit the results of the election to the College President, or designee, by the 30th (thirtieth) contract day of the Tenure-Track faculty member's appointment.
- H. The administrative representative on the ARC shall be appointed by the College President, or designee.
- I. The full-time student member on each ARC shall be chosen by the student association in such a manner as the members thereof shall determine consistent with RCW 28B.50.869.
- J. If a vacancy occurs on any ARC, the procedures outlined above shall be repeated as applicable.
- K. Summary of ARC Election Schedule:

10 th contract day of the quarter	Tenure-track faculty member selected faculty member(s) submitted to Federation and appropriate administrator
15 th contract day of the quarter	Two or three Division rep nominees submitted to Federation
before the election is held	Federation adds two names to the ballot at any point before the election
20 th contract day of the quarter	Federation begins election
25 th contract day of the quarter	Federation closes election and results shared

8.40 ARC Duties and Responsibilities

- A. The general duty and responsibility of the ARC shall be to evaluate the tenure-track faculty member based on duties outlined in Articles 8, 14, 15, and other pertinent areas of the CBA, to advise them of their strengths and weaknesses, and to develop plans to improve their performance.

- B. The evaluation process shall place primary importance upon the tenure-track faculty member's effectiveness in their primary appointment type (e.g. teaching faculty, advising faculty, counseling faculty, or library faculty).
- C. ARC members are required to attend the ARC training during the tenure-track faculty member's first quarter. The College shall offer at least two different training sessions for a member to choose from to meet the obligated ARC training. This training requirement may be met during the first meeting of the ARC during the first quarter.
- D. Each member of the ARC has a role based on who they represent on the committee. Those roles shall be noted in the tenure-track faculty member's portfolio and be made clear to the committee and include, but not be limited to, the following:
 - 1. **Role of the Committee, as a whole:** ARC members shall provide support and mentorship to the tenure-track faculty member. They shall encourage respectful and active participation to all others on the ARC. The ARC members shall ensure that the roles and responsibilities of the tenure-track faculty member are made clear to all. During the first quarter, the ARC members shall review all articles (e.g. Articles 8, 14, and 15) relevant to the tenure-track faculty member's duties to clearly understand the tenure-track faculty member's work expectations.
 - 2. **All faculty:** Faculty members shall encourage growth and development of the tenure-track faculty member and shall conduct observations of the faculty member's duties, such as quarterly classroom observations, and/or of any other duties that the tenure-track faculty member may be expected to perform pursuant to Article 14. This can include areas such as advising, and/or other duties outside of the classroom. Their role is to provide feedback to the ARC and evaluate the probationer from the perspective of a colleague.
 - 3. **Student:** The student is an equal member of the ARC. The student's role is to conduct observations, provide feedback to the committee, and evaluate the tenure-track faculty member from the perspective of the student.

4. **Administrator:** The administrator is an equal member of the ARC. The administrator's role is to provide feedback to the committee and evaluate the tenure-track faculty member from the perspective of the administrator.
 5. **Federation-nominated Representative:** The Federation-nominated representative is an equal member of the ARC. The Federation-nominated representative's role is to monitor that the CBA is being followed. Their role is to also double-check to ensure all contractual documents have been successfully published at the end of each quarter, especially before the Board of Trustees reviews the portfolio.
 6. **Chair:** The Chair is an equal member of the ARC. The Chair will schedule and lead ARC meetings, as well as gather and publish all quarterly documents in the tenure-track faculty member's portfolio. In the second, fifth, and eighth quarters, it is the Chair's responsibility to ensure that all completed tenure materials for the previous quarters are published no later than the sixth week of the quarter. The Chair position must be held by a faculty member who is not currently the tenure-track faculty member's department head. ARCs may consider rotating this responsibility each year.
 7. **Tenure-track faculty member:** The tenure-track faculty member is a non-voting member of the ARC. It is not the responsibility of the tenure-track faculty member to organize or lead ARC meetings. They are expected to submit all quarterly documents in a timely manner so as to meet the needs of the ARC and Board of Trustees review processes.
- E. ARC training will be conducted in the first quarter in collaboration with the College and the Federation. Trainings will specifically review the following topics:
1. The requirements of Article 8 in the CBA;
 2. The roles and responsibilities of ARC members; and
 3. The rights of the tenure-track faculty member to question, challenge, or appeal a recommendation by the ARC.
- F. The Vice President of Instruction and the Federation will meet annually during spring quarter to review and update ARC training materials as needed within the appropriate document repository to ensure that all documents are current.

- G. In accordance with RCW 28B.10.648, faculty who serve on Appointment Review Committees and Dismissal Review Committees or who provide written or oral statements to an Appointment Review Committee or who observe and evaluate employees at the request of a direct supervisor are immune from civil actions if the performance of their duties or their statement are made in good faith. The College shall provide legal representation to any such faculty in any legal action which may arise from such committee proceedings.

8.50 ARC Annual Recommendation

- A. During the second, fifth and eighth quarters of the tenure process, the ARC and the College President, after reviewing the tenure-track faculty member's tenure portfolio, shall meet and deliberate regarding the tenure-track faculty member's future status with the College.
1. The role of the College President, or designee, is to provide feedback to the ARC and the Tenure-Track faculty member from the perspective of the executive leadership of the College.
 2. It is not the role of the President, or designee, to vote on the ARC's recommendation.
 3. The ARC recommendation does not need to be decided on in the presence of the College President, or designee.
- B. The ARC shall be responsible for making a recommendation to the Board of Trustees, in accordance with the procedures in Article 8.70 through Article 8.110, as to whether the tenure-track faculty member shall be:
1. Reappointed to a second or third tenure-track year, or
 2. Dismissed at the end of their current appointment by the non-renewal of their tenure-track status, or
 3. Be granted tenure, or
 4. Extend the tenure-track period for one, two, or three quarters beyond the maximum tenure-track period as provided in [RCW 28.B.50.852](#).
- C. This recommendation shall consist of one report from all ARC members.
- D. The ARC shall strive to achieve a consensus recommendation. If consensus is not achieved, then a majority recommendation and a minority recommendation(s), with supporting explanations and details, shall be prepared regarding each recommendation.

- E. The ARC, when deemed appropriate by substantial evidence of excellence in all areas of responsibility, may recommend tenure early.
- F. The ARC must publish their recommendation within the portfolio no later than thirty (30) calendar days before the third regularly scheduled Board of Trustees meeting or the tenure-track faculty member's second, fifth, and eighth consecutive tenure-track quarter.

8.60 ARC Meetings

- A. The College President or designee shall call the first meeting of an ARC within the first forty (40) contract days of the start of the first contracted quarter.
- B. A chairperson shall be elected by the ARC at its first meeting.
- C. The ARC shall schedule all meetings for each quarter.
- D. All meetings of an ARC, after the first, shall take place upon the call of the Chair.
- E. The ARC may meet with or without the tenure-track faculty member.
- F. The ARC shall determine whether the tenure-track faculty member's presence is necessary or advisable; in any event, the ARC shall meet with the tenure-track faculty member at least twice per quarter and apart from the tenure-track faculty member at least once per quarter for a minimum of three meetings, total. Additional meetings may be scheduled, as needed, particularly if a performance improvement plan is contemplated or implemented pursuant to Article 8.90.
- G. The Chair shall forward quarterly summaries of ARC activities (Appendix H.3), as well as the recommendation that will be submitted to the Board of Trustees, to the Federation President prior to the Board meetings during the 2nd, 5th, and 8th quarters.

8.70 ARC Evaluative Process

The evaluative process employed by each ARC shall be governed by the stipulations outlined below:

- A. Criteria used in any evaluation shall be based on all appropriate faculty position responsibilities as set forth in [Article 14](#), and shall focus on improving the tenure-track faculty member's effectiveness in the appointment.
- B. Evaluation shall be based partly on first-hand observations of the tenure-track faculty member's performance in the position by the following individuals:

1. All members of the ARC
 2. The tenure-track faculty member's students
 3. The tenure-track faculty member's immediate administrative supervisor
 4. Self-evaluation by the tenure-track faculty member
- C. All evaluative judgments shall be in written form and should be as candid and specific as possible.
- D. Any other mutually agreeable documentation.
- E. Sample forms of all evaluation types shall be made available.

8.80 Portfolio

- A. The tenure-track faculty member and their ARC shall develop a tenure portfolio as detailed in [Appendix H](#) that includes the following:
1. A resume and/or vitae that can be updated as needed by the tenure-track faculty member.
 2. All meeting minutes
 3. A quarterly progress report that summarizes all activities, tenure-track faculty member's accomplishments, and recommendations made by the ARC
 4. All ARC observations
 5. An administrative evaluation, completed annually
 6. Plan(s) for Improvement, if needed
 7. Complete a self-reflection towards the beginning of the 2nd, 3rd, 5th, 6th, and 8th quarter for the purpose of evaluating the previous quarter's performance
 8. Annual self-reflection completed towards the beginning of the 4th and 7th quarters
 9. Student feedback pursuant to Article 13.100 and other alternative feedback metrics, if any, for all courses taught and/or student feedback collected during the quarter (e.g. advising, counseling, library-focused student interaction)
 10. Evidence of professional development activities and service to the College

11. ARC recommendations

- B. The ARC shall submit tenure portfolio documents online as part of the quarterly reports required by Article 8.110. Each quarter, the College shall maintain access to the digital tenure portfolio to the Chair of the ARC, who will review those materials to ensure that all required documents are included, published, and that the tenure process is being properly followed.
- C. Prior to the meetings between the ARC and the College President, or designee, required by Article 8.60, the College shall provide access to each tenure-track faculty member's complete tenure portfolio to the College President, the Vice President of Instruction, and the Board of Trustees.

8.90 ARC Recommendations for Improvement

When areas needing improvement in the contractual performance of a tenure-track faculty member have been noted by an ARC, the following steps shall be taken by the ARC as a sign of the ARC's commitment to continuous improvement and ultimately the success of the tenure-track faculty member:

- A. As soon as the areas needing improvement are recognized, the ARC shall use the Tenure Candidate Program for Improvement Form (Appendix H.4) to document the areas needing improvement and discuss them with the tenure-track faculty member at a meeting.
- B. Tenure Candidate Program for Improvement Form shall include the ARC's and the tenure-track faculty member's agreed upon plan for demonstrating progress in the areas needing improvement. The plan shall provide clear actionable steps, and include a specific timeline for meeting the plan's expectations.
- C. Frequent conferences shall follow the drafting of the Tenure Candidate Program for Improvement Form to provide for follow-up evaluations as well as program revisions to help the tenure-track faculty member improve.

8.100 Quarterly Summary of Performance

- A. Each ARC, as a result of its ongoing evaluation of the tenure-track faculty member, shall quarterly advise the tenure-track faculty member, through the completion of the Quarterly Progress Report Form in [Appendix H](#), of the progress during the tenure-track period and receive the tenure-track faculty member's written acknowledgment thereof.
- B. The ARC must provide this form to the tenure-track faculty member, the College President, and the appointing authority within twenty (20) working days after the tenure-track faculty member's first quarter of hire and at the end of each subsequent quarter.

- C. This report shall also include a tenure-track faculty member's Program for Improvement Form if the Quarterly Progress Report form indicates improvement is needed or if a form is implemented pursuant to Article 8.90.

8.110 ARC Records

- A. Appointment review records include all reports filed by the ARC and the files of the ARC.
- B. It is recognized that the reports from Appointment Review Committees as required by [RCW 28B.50.856](#) and Article 8 are part of the personnel file of the tenure-track faculty member. These files will be maintained consistent with the applicable Washington State Secretary of State's records retention schedule(s). The fact that these reports may be stored separate from a faculty member's personnel files is deemed consistent with this CBA.
- C. The faculty member shall have the same access to the appointment review reports as the personnel file and the same protections as enumerated in [Article 9.12](#).

8.120 Rights and Reasonable Expectations of the tenure-track faculty member

- A. Communication should be established between the tenure-track faculty member and other members of the ARC so that expectations for observations and evaluations are clear.
- B. With guidance from the ARC, the official forms that must be provided by the tenure-track faculty member in the tenure portfolio:
 - 1. **Annual self-reflection:** The purpose of the annual self-reflection is to critically examine their performance in all areas of their work over the previous academic year, with a particular focus on student learning and student success. This reflection is to be completed towards the beginning of the 4th and 7th quarters.
 - 2. **Quarterly self-reflection:** The purpose of this document is to include all aspects of the tenure-track faculty member's activities throughout the previous quarter. It is a chance for the tenure-track faculty member to showcase all professional and service work, as outlined in Article 14, and any other activities the tenure-track faculty member wishes to write about. This reflection is to be completed towards the beginning of the 2nd, 3rd, 5th, 6th, and 8th quarter for the purpose of critically examining their performance in one or more areas during the previous quarter.

3. **Student feedback:** The ARC shall consider all of the responses from the student feedback forms, including open-ended comments. Although shared and discussed with the ARC, the tenure-track faculty member has the right to not publish any open-ended comments from their students from feedback forms on the portfolio. Notwithstanding the foregoing, open-ended comments which the ARC relied on in making a recommendation shall be included in the portfolio as part of their recommendation.
- C. Observations should be arranged so that the tenure-track faculty member and ARC committee member will be prepared for the observation.
- D. If disagreements occur between the tenure-track faculty member and the ARC and the tenure-track faculty member is unable to resolve the situation, the tenure-track faculty member is encouraged to seek assistance in resolving the disagreement with the Human Resources office and/or the Federation President.
- E. A tenure-track faculty member shall be formally notified of non-renewal by the end of the second, fifth, or eighth quarters of the tenure-track faculty member's tenure-track period, or the end of any extension of the tenure-track period.
- F. In accordance with [RCW 28B.10.648](#), a tenure-track faculty member may request a statement from the appropriate administrator of the reasons of the peer review committees and the participating administrators for a final unfavorable recommendation regarding continuation of tenure-track status or denial of tenure.

8.130 Authority of the Board of Trustees

The appointing authority shall provide for the award of faculty tenure following a tenure-track period not to exceed nine (9) consecutive quarters, excluding Summer quarters and approved leaves of absence.

- A. Provided, the appointing authority may award or withhold tenure at any time, after it has given reasonable consideration to the joint recommendations of the appropriate review committee and the College President, or designee.
- B. The tenure-track faculty member shall be deemed to have been awarded tenure if no official notice is sent to the tenure-track faculty member by the last day of the tenure-track faculty member's eighth tenure-track quarter.
- C. The tenure-track period may extend in accordance with [RCW 28B.50.852](#).

Article 9: Faculty Rights

9.10 Academic Freedom

A major purpose of community college education is to share with students the scholarly, imaginative, and scientific efforts that have been made toward understanding our human condition and our world. Informed and critical students will be more able to act responsibly as citizens to make choices in their own lives and to solve future problems. The purpose of Academic Freedom is to ensure this intellectual development of students.

9.11 Enumerated Academic Freedoms

Fully aware of their obligations under the laws of the land and under contracts and duly-negotiated Agreements with the College, faculty are guaranteed the following freedoms:

- A. Faculty are free to exercise all their constitutional rights without institutional censorship, discipline, or other interference.
- B. As scholars and specialists, faculty are free to conduct research and to publish its results.
- C. As professionals in their respective disciplines, faculty are free to select the content and methods through which to discharge their responsibilities as instructors, counselors, and librarians/media specialists.
- D. They are free to select textbooks, resource persons, and other materials required to carry out their assigned responsibilities, consistent with reasonable financial restrictions determined by the College.
- E. As student advisors, counselors, and confidants, faculty may not be required to release information about counselees other than those grades and official records required by the appropriate College record-keeping office or when otherwise required by law.
- F. This enumeration shall not be construed to deny or to disparage other rights and freedoms retained by faculty.

9.12 Intellectual Property Rights

- A. The ownership of any materials, processes, or inventions developed solely by a faculty member's individual effort and expense shall vest in the faculty member and be copyrighted or patented, if at all, in the faculty member's name.

- B. The ownership of materials, processes, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in the name of the College.
- C. 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 designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

9.20 College Facilities

Consistent with fiscal and budgetary limitations:

- A. The College shall provide each full-time faculty member with adequate and secure office space, furniture, and technology before the beginning of any academic quarter in which they are assigned work.
- B. The College shall provide maintenance of these office facilities and technology.
- C. The College shall provide building and classroom maintenance to ensure faculty members, students, and guests a safe and healthy environment.
- D. The College shall furnish all equipment and supplies and maintain and repair equipment necessary to teach each class and shall provide or assure the provision of staff service staff service support from 7:15 a.m. to 8:30 p.m. throughout the time the College is open for classes.
- E. The College shall provide each faculty member with designated on-campus parking. In the event another College employee or group of College employees working at the same location, not covered by this Agreement, is permitted to purchase employee-parking permits at a lower rate than Faculty, the lower rate will automatically be applied to faculty at that location.
 - 1. Only employees may park in the designated staff parking.
 - 2. The College shall enforce campus parking regulations.
- F. The College shall provide Associate Faculty with appropriate consultation and work space that is outfitted with computers, printing access, and desk space, and that is suitable for private meetings with students, or otherwise has access to a space for private meetings with students.

- G. The College shall provide a laptop and other hardware or peripherals reasonably needed to support a full-time faculty member who teaches remotely, if requested by the faculty member.
- H. Each faculty member shall be able to use the assigned office space at any time of the day or week. Upon request, the College shall provide each faculty member with keys to facilities necessary for conducting and fulfilling professional duties.
- I. The faculty of the College shall have faculty lounges to be provided at the expense of the College. There shall be one such lounge conveniently located near food service.

9.30 Safety

- A. The Federation and College shall cooperate in the endeavor to maintain safe and healthful working conditions, and encourage employees to work in a safe manner.
- B. The Federation and College agree that no employee should work, or be directed to work, in a manner or condition that does not at least comply with minimum accepted safety practices or standards as established by the Division of Safety and Health, Department of Labor and Industries, State of Washington.
- C. Any faculty member who is given a work assignment which they have reason to believe may be detrimental to the employee's safety or health shall immediately notify the appropriate administrator, Federation, and campus safety officer.
- D. The faculty member shall not be required to perform the unsafe assignment or work in the unhealthful condition until the matter has been reviewed by the above parties.
- E. The College shall provide security for faculty required to handle financial transactions outside of normal business hours

9.40 Smoking

The parties agree that the issue of smoking is of mutual concern. Individuals who are affected by tobacco smoke shall be protected from contact with such smoke. Reasonable protection from smoke shall be provided by the College for individuals desiring such protection. The Federation reserves the right to bargain over the development and implementation of any tobacco use policy. The Federation has approved the College's Tobacco Use Policy (EvCC3190) as revised on July 17, 2012.

9.50 Cameras on Campus

The College will use security cameras to enhance the safety and security of students, employees and guests on campus. The College's responsibility to provide a safe environment is considered along with the individual's right to privacy.

- A. Prior to installing cameras in new locations, the College will provide notice to the Federation and satisfy its obligations to bargain the impact of installing cameras in said new location.
- B. Security will maintain and publish an accurate map of cameras on campus. Updates to this map shall be shared with the Contract Administration Committee.
- C. EvCC will post signs across campus to provide notification of security camera use. Signs will include the title and phone number of a contact person to answer questions.
- D. Recordings will be stored in a secure location and will be retained no more than 30 days, at which time they will be securely destroyed, unless the recording is held as part of an ongoing investigation, response to legal inquiry, pending litigation, or otherwise required by law.
- E. Security personnel will be trained in privacy issues related to use of security cameras.
- F. Trained security personnel may view security camera recordings in the daily course of business.
- G. Recordings may be viewed by the Designated Student Conduct Officer and/or the Vice President of Human Resources or their designees as part of an official investigation or possible violation of law.
- H. Any investigations will be conducted in conjunction with the appropriate collective bargaining agreement and/or student handbook investigation procedures, which include particular notice obligations.
- I. If recordings will be used as part of an investigation into an employee, the applicable union will have the opportunity to view the recording for representation purposes.
- J. All recordings are confidential and will not generally be made available for third parties unless required by law. Exceptions include cooperative efforts with law enforcement and union representation.

9.60 Safety Rules

The College and Federation 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. The College shall maintain equipment to meet necessary safety standards. The College shall make a reasonable attempt to expedite faculty requests to repair College equipment so that it is usable and meets necessary safety inspections.

9.70 Safety Equipment

- A. The College agrees to pay the difference in price between regular and safety lenses up to a maximum of \$100 per year for each full-time faculty member in advanced manufacturing, aviation, chemistry, physics, and welding.
- B. The College shall provide appropriate safety equipment, owned by the College, needed by faculty in the performance of their duties.

9.80 College Policy Notification

All faculty shall be provided access to the most current College Policy and Procedures in the following ways:

- A. Current Policy and Procedures shall be published electronically on the College's computer network.
- B. The address where the manual can be located will be e-mailed to all faculty at the beginning of each Fall Quarter
- C. All faculty with access to the College's email system and the Federation President shall be notified by email within ten (10) working days of any policy or procedure changes.

9.90 Use of Personal Vehicles

Faculty who are required by the College to use personal vehicles for transportation to and from a facility that is being used for institution or related academic activities shall be compensated at the applicable rate established by the Office of Financial Management.

9.100 Non-Discrimination

The College shall take no discriminatory action relative to (but not limited to) hiring, work assignments, promotions, training opportunities, leaves, or the awarding of tenure against any faculty member or any applicant for any faculty appointment on the basis of race, color, national origin, citizenship, ethnicity, language, culture, age, sex, gender identity or expression, sexual orientation, pregnancy or parental status, marital status, actual or perceived disability, use of service animal, economic status, military or veteran status, spirituality or religion, or genetic information.

9.110 Tuition Waivers

Contingent upon and consistent with enabling legislation, the College shall allow and provide for authorized tuition and fee waivers for members of the bargaining unit and their immediate families.

9.120 Personnel Files

- A. The College shall retain only one personnel file for each faculty member, consisting of four components, as follows:
1. Assessment: containing performance assessment and coaching documentation (per Article 18.60), to be maintained in the Human Resources office; provided that all coaching documentation related to any particular incident will be moved to the Human Resources employment file, should progressive discipline per Article 18.70 be initiated.
 - a. Working copies (the working file) of assessment documents, including documentation related to informal remedial steps (i.e. Article 18.60), may be maintained in the office of the appropriate administrator.
 - b. The Human Resources office shall supervise the transfer of the working file in the event of changes in the appropriate administrator.
 - c. Upon request, faculty shall have access to all documents contained in the working file, consistent with state law.
 - d. Human resources shall facilitate faculty members' access to their working file(s) for the purpose of requesting removal of irrelevant or erroneous information, consistent with state law. If a faculty member does not agree with the determination to maintain information in a working file, the faculty member may, at their request, have placed in the working file a statement containing their rebuttal or correction to the information.
 2. Payroll: containing payroll records, to be maintained in the Payroll office.
 3. Employment: containing other employment related documentation, including documentation as specified in Article 18.70, to be maintained in the Human Resources office.
 4. Appointment Review Reports: working files consistent with [Article 8.120](#) for Probationary Faculty. Nothing in this section shall prohibit the Human Resources office from keeping documents pertaining to the investigation of a complaint against faculty in a separate complaint investigation file.
 - a. If disciplinary action is subsequently initiated, all documents pertaining to the complaint shall be moved to the employment file.

- b. All complaint investigation files shall otherwise be maintained per the Washington Community College Records Management Program.
- B. [Intentionally Left Blank]
- C. [Intentionally Left Blank]
- D. [Intentionally Left Blank]
- E. No anonymous material shall be placed in any personnel files.
- F. Except as otherwise required by law, copies of material in the personnel file shall be confidential.
- G. A faculty member shall have the right to answer in writing any complaints in the faculty member's personnel file and attach such answer(s) to the complaint(s).
- H. A faculty member shall also have the right to attach any other relevant supporting statement(s) and shall have the right to add other material about performance. The faculty member shall be informed prior to the inclusion of any material in the faculty member's personnel file, with the exception of original employment documents and routine personnel/payroll documents.
 - a. Material which may adversely affect any faculty member may be placed in the personnel file only after the faculty member has been given reasonable opportunity to read the material, append to it answers to any charges, complaints, or statements involved, and to sign and date the material.
 - b. The faculty member's signature shall not imply agreement with the statements contained in the material.
- I. Each faculty member shall have the right to review the entire contents of the faculty member's personnel file.
 - a. A Federation representative or the faculty member's attorney may accompany an employee upon request to review the faculty member's personnel file.
 - b. The contents of the personnel file shall be available for photocopying in the presence of the person in charge of the file and the faculty member involved or the faculty member's designee.
 - c. Photocopying charges shall be borne by the requesting faculty member.

- J. Use of an individual personnel file for administrative purposes shall be noted and inserted into the file with a copy sent to the faculty member. However, use of an individual personnel file by Human Resources office personnel for routine data collection and verification need not be noted in the file.

9.130 Right to Representation

Faculty shall have the right, upon request, to representation in any disciplinary proceeding or grievance meeting, including investigatory interviews with the faculty member. An administrator conducting such a meeting shall advise the faculty member of the purpose of the meeting.

9.140 Participation on Instructional Council

Academic representation on the Instructional Council shall be determined by the Instructional Council's approved bylaws, subject to the following terms:

- A. Voting members of Instructional Council shall consist of a majority of Tenured Faculty.
- B. Faculty representatives shall be elected by a majority of the Full-time faculty of the unit the faculty member is representing at Instructional Council.
- C. Elections shall be conducted by the appropriate administrator, or designee.
- D. Elected representatives shall serve two (2) year terms.
- E. In addition to the elected representatives, the Federation shall appoint a representative to the Instructional Council.

Article 10: Seniority for Full-time Faculty

10.10 Maintenance of Seniority Lists

- A. There shall be one seniority list for Tenure-Track and Full-time Tenured and Faculty.
- B. This list will be maintained and updated as needed by Human Resources and will be made available to the faculty on the College's intranet page.

10.20 Determining Seniority List Placement

All Tenure-Track and Tenured Faculty of the College will be placed on the seniority list based on the following:

- A. Those currently employed as Tenure-Track and Tenured Faculty as of the date of this contract will remain on the list in the order that is currently in place.
- B. Those rehired after their employment had been involuntarily terminated under reduction-in-force conditions per Article 11 shall be reinstated at the previous level plus those years of termination. Accrual of seniority shall then continue from the date of rehire. Seniority shall be determined by establishing the start date of the first full-time, tenure-track contract for the College.
- C. In instances where faculty members have the same contract date of tenure track full-time professional service, seniority shall be determined using the following process:
 - a. Within seven (7) calendar days after the first day of the contract, the president of the Federation, or designee, and the Vice President of Human Resources, or designee, shall meet and using a mutually agreed-to method shall randomly assign a number (placement) to each faculty member.
 - b. The Human Resources office shall notify the affected faculty members via email of the results of this process within seven (7) calendar days.

10.30 Leaving the Bargaining Unit

- A. When a faculty member leaves the faculty bargaining unit to accept a position with the College for which the Federation is not the bargaining agent, seniority shall cease to accrue.
- B. If such employee later returns to the bargaining unit with no break in College service, all previous seniority shall be reinstated and seniority shall again accrue.
- C. If there is a break in service at the College seniority will be lost.

- D. The Human Resources office will determine whether a break in service has occurred consistent with Article 6.

Article 11: Reduction in Force (RIF)

Reduction in force shall be handled in accordance with Article 19. The College reserves the right to adopt policies and procedures regarding such matters which are consistent with Article 19 and applicable statutes.

A "layoff unit" is defined as a "department" listed in Appendix K. "Seniority" is defined in Article 10.

11.10 Reduction in Force of Full-time Faculty

- A. In the event of reduction in force of Full-time Faculty, the following shall apply:
 - 1. Recall Lists shall be created and maintained for each affected lay-off unit within the College.
 - a. The names of those faculty laid off shall be placed on the appropriate Recall List according to seniority.
 - b. Recall in each layoff unit shall be in order of reverse seniority; those qualified faculty at the highest levels of seniority will be the first ones considered for recall.
 - c. The right of recall shall extend three (3) calendar years from the date of actual layoff.
- B. No new hires shall be permitted to fill faculty vacancies in the layoff unit unless there are no qualified faculty on the Recall List to fill the vacancies.
- C. The name of any faculty member refusing a recall offer shall be removed from the Recall List, and said faculty member will no longer be considered eligible for recall.
- D. It is the responsibility of those faculty desiring recall to furnish the College with the appropriate addresses to which notices and other pertinent recall information can be sent.
- E. Upon recall, faculty shall retain all benefits such as sick leave, tenure, and salary schedule placement which had accrued up to the date of layoff.
- F. Notice of recall shall be sent by certified mail.

11.20 Meeting with President

When the President determines that a reduction in force is necessary and has selected the layoff unit(s) to be reduced, the initial step shall be for the President to discuss the proposed layoff with the individual faculty member(s) in personal

conference which shall be an informal proceeding. The matter may be resolved at this step by the use of alternatives such as reassignment, leave of absence, retirement, resignation, retraining, etc.

11.30 Initiation of Dismissal Proceedings

Reduction in force shall be handled in accordance with Article 19.

11.40 Publication of Lists

The College shall provide to all Full-time Faculty a copy of the College's layoff units by November 1.

Article 12: Professional Development and Mentorship

12.10 Professional Organizations and Meetings

- A. The College encourages attendance by faculty at state, regional, and national meetings of their professional organizations, or at meetings involving their academic or occupational specialties.
- B. These meetings include, but are not limited to, the following: conferences, seminars, workshops, in-service training, trade fairs, conventions, exhibitions, accreditation evaluations, adjudications, lectures, cultural events, and short courses.
- C. Consistent with financial resources and normal budgetary procedures, the College supports faculty attendance at professional meetings both in and out of state.
- D. Such support may be in the form of time off with pay, travel expenses, registration fees, payment of a substitute instructor, and such expenses necessary to permit the faculty member to reap the fullest benefits of his/her attendance at the professional meetings.

12.20

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12.30 Visiting Other Colleges

- A. Expense-paid leaves may be granted to faculty to enable them to visit other colleges to observe methods and techniques in instruction, counseling, or library/media service if such leaves are clearly designed to improve service to Everett Community College students.
- B. Such leaves require the prior approval of the College President, or designee.

12.40 Exceptional Faculty Awards

- A. Exceptional faculty awards are made to faculty who demonstrate exceptional, noteworthy accomplishments in carrying out their professional activities.
- B. The awards granted are to enable recipients to pursue opportunities for individual professional development, promoting exceptional student outcomes and program enhancement the College.
- C. Full-time, Senior Associate, and Associate Faculty who have completed at least equivalent of two (2) full years (i.e. 6.000 FTEF) over a period of at least

nine quarters of active academic employment for the College may apply or be nominated individually or collectively.

- D. No new applications will be accepted for award recipients in the three years following the receipt of the award.
- E. Per [RCW 28B.50.843](#), decisions regarding the amounts of individual awards and who receives them shall not be subject to collective bargaining and shall be subject to approval of the Board of Trustees.
- F. At no time shall the Exceptional Faculty Award Trust drop below the original investment amount.
- G. Any funds available but not awarded in a given year shall be reinvested into the Trust.

12.41 Exceptional Faculty Award Screening Committee

- A. A screening committee shall be established to perform the following duties:
 - 1. Develop application criteria to become part of Appendix J, subject to the approval of the College and the Federation.
 - 2. Develop application forms to become part of Appendix J, subject to the approval of the College and the Federation.
 - 3. Announce and conduct the screening process.
 - 4. Recommend award recipients and amounts to the Board of Trustees.
- B. The screening committee shall consist of the following members who shall serve alternating two-year appointments: four faculty elected by the faculty, and one instructional administrator appointed by the Vice President of Instruction.
- C. The screening committee shall disseminate application guidelines to all faculty by January 5 and shall recommend award recipients and amounts to the Board of Trustees by April 15.
- D. The Board of Trustees shall announce award recipients and amounts by May 31 of each academic year.
- E. The office of the Vice President of Instruction shall provide staff support to the screening committee.

12.50 Sabbaticals – Purpose

- A. The College grants sabbatical leaves to Tenured Faculty to help accomplish the College's educational mission.
- B. The purpose of a sabbatical leave shall be to improve the professional skills of the faculty member through study, research, and creative work activities that could include (but is not limited to) study, travel, writing, work on advanced degrees, return to industry, or any other activity (i.e. workshops, conferences, seminars) that will accomplish the goal of professional development of the faculty member or the goal of program improvement, both in ways which serve the interests of the College.

12.51 Sabbaticals – Definition

- A. Sabbatical Leave: A type of professional leave designed to promote individual professional improvement and serve an interest of the College in existing or new content areas, methodologies, program structure, or relevant technologies.
- B. Sabbatical leave activities may include work on advanced degrees or coursework related to the applicant's academic assignment or activities including (but not limited to) study, travel and writing.
- C. A full-time Tenured Faculty member may be considered for a maximum of three (3) consecutive quarters, exclusive of summer quarter, in a six-year period.
- D. Such leaves shall be for one, two or three academic quarters and may span regular academic years as appropriate.
- E. All sabbatical leave proposals shall be ranked.

12.52 Sabbaticals – Guidelines

- A. The number of sabbatical leaves shall not exceed four percent (4%) of the total number of full-time equivalent faculty (FTEF) each year and shall otherwise be consistent with RCW 28B.10.650.
- B. The College will make reasonable efforts to grant a minimum of 1.000 FTEF sabbatical leave annually to full-time tenured faculty provided that there are enough applicants who meet the conditions established in this Article.

12.53 Sabbatical Leave Committee

- A. The College shall have a Sabbatical Leave Committee, the purpose of which is to make recommendations to the College President, and Board of Trustees, regarding the granting of sabbatical leave.
- B. This committee shall be composed of four (4) tenured or tenure-track faculty appointed by the Federation and one (1) administrator appointed by the College President, or designee.
- C. Committee members shall serve two-year terms; terms for faculty shall be staggered to ensure continuity.
- D. In no case shall a member of the committee sit in judgment of their own application or in instances of potential conflict of interest as determined by the Contract Administration Committee.

12.54 Sabbatical Procedures

- A. The College President, or designee, shall call the first meeting of the Sabbatical Leave Committee prior to October 1 each year.
- B. The committee shall attend an annual orientation meeting to review the sabbatical recommendations process during the second week of Fall quarter.
- C. The committee shall elect a chairperson at the first meeting.
- D. All forms used by the committee shall be found in [Appendix I](#).
- E. Each year, at the direction of the Vice President of Instruction, the committee shall create and distribute to all full-time faculty and the appropriate administrators a calendar of deadlines for that year's leave application process, which shall be consistent with the timelines in this section.
- F. The committee shall call for written proposals from eligible faculty to be received by the first day of the fourth week of Winter quarter.
- G. Before evaluating and ranking the written proposals, the committee shall conduct at least one interview with each applicant.
- H. The committee shall recommend leave proposals, in priority order, to the College President no later than March 1. If the committee does not recommend a proposal be approved, they shall make such a recommendation to the President.

12.55 Exceptions

If at any time, the College President determines that a faculty member cannot be awarded a sabbatical because of potential program change, program reduction, or program termination, the College President shall immediately advise the faculty member so affected, the Sabbatical Leave Committee, all appropriate administrators, and the Federation President of that determination. At the same time, the College President shall provide to the faculty member so affected, the Sabbatical Leave Committee, all appropriate administrators, and the Federation President a list of those programs or disciplines that may need additional qualified faculty. Such affected faculty member(s) shall need tentative approvals from all appropriate administrators and faculty before proposing retraining in a given area on that list. The Sabbatical Leave Committee shall, if necessary, create a special application calendar for sabbatical leave proposals for any such employees.

12.56 Declining Sabbatical Award

If after the awarding of sabbatical leave by the Board of Trustees, a leave recipient declines the leave the Board of Trustees may award the equivalent of the remaining quarters of sabbatical leave to the highest ranking of those previously recommended.

12.57 Ranking Applications

- A. All proposals received shall be ranked by the Sabbatical Leave Committee taking into account the following non-exhaustive criteria, as evidenced in the proposal and interview, if requested by the committee:
 - a. value of project or plan in relationship to applicant's academic responsibilities;
 - b. value of project or plan in relationship to the strategic plan, goals and mission of the College;
 - c. applicant's need for new or additional knowledge in subject or field to be studied; and/or
 - d. applicant's need for new or additional knowledge/skills in pedagogy and/or instructional technology.
- B. Proposals shall be ranked by the Sabbatical Leave Committee regardless of the length of the sabbatical requested; multi-quarter sabbatical proposals will not be unilaterally reduced or otherwise altered in terms of length or content.

12.58 Application Procedures

- A. [Intentionally Left Blank]
- B. The applicant for sabbatical leave shall submit a written proposal, including letters of endorsement by relevant campus constituencies (e.g. Institutional Research, Instructional Council, the appropriate administrator, etc.).
- C. [Intentionally Left Blank]
- D. The applicant shall submit the final version of the proposal to the chairperson of the Sabbatical Leave Committee by the first day of the fourth week of Winter Quarter of the academic year preceding the proposed leave period.
- E. The applicant shall be available for an interview with the committee, if requested.
- F. The applicant shall notify the committee chairperson of any change in the proposal should such a change occur before the committee submits its recommendations to the President.

12.59 President and Board of Trustees' Role

- A. The College President shall receive the recommendations of the Sabbatical Leave Committee and shall submit those recommendations as received to the Board of Trustees in a timely manner.
- B. The Sabbatical Leave Committee and all recommended leave applicants shall receive copies of written administrative recommendations to the Board of Trustees.
- C. The decision to grant or deny sabbatical leaves shall be made by the Board of Trustees, in accordance with Article 12.52.
- D. The decision of the Board shall be forwarded by the President, or designee, to the applicants, and the Sabbatical Leave Committee by the first day of Spring quarter.

12.60 Approval of Leave

- A. Upon approval of a leave proposal, the College shall execute a contract with the recipient which shall specify the length and conditions of the leave.
- B. After the contract has been executed, any change of plans must be approved by the College President.
- C. Failure to complete a major share of planned activities without prior mutual agreement between the leave recipient and the College President may

require the leave recipient to repay an appropriate portion of the wages received during the leave period.

12.61 Final Reports

- A. Recipients of sabbatical leave shall submit a written report and/or evaluation concerning their leave activities to the Sabbatical Leave Committee by the end of the first quarter after returning, excluding Summer quarter.
- B. The Sabbatical Leave Committee shall assess these reports for approval or rejection based on the extent to which they reflect the faculty member's good faith pursuit of the plan articulated in their sabbatical application.
- C. The committee shall receive and review all leave reports, and shall recommend to the College President approval or rejection of each report.
- D. The College President and appropriate administrator(s) shall receive the final reports of the leave recipients and the recommendations for approval or rejection of those reports from the Sabbatical Leave Committee.
- E. The College President shall forward the final reports of the leave recipients and the recommendations for approval or rejection of those reports from the Sabbatical Leave Committee to the Board.

12.62 Concurrent Employment

A faculty member awarded sabbatical leave may only be otherwise employed at the College with the approval of the President, or designee.

12.63 Employment Upon Completion

- A. Consistent with RCW 28B.10.650, recipients of sabbatical leave must agree in writing to return to College employment upon completion of the leave for a period of time equal to the length of the leave granted.
- B. If the recipient does not return to College employment at the agreed upon time, the recipient shall repay all wages received during the leave period.

12.64 Benefit Accrual

A faculty member on sabbatical leave shall earn full credit toward available medical and retirement benefits, annual increments and salary increases, and accrual of seniority.

12.70.

[Intentionally Left Blank]

12.80 Mentorship of Applicant for Senior Associate Faculty Status (formerly Article 15.30)

- A. Faculty with a minimum of 5 years of service (15.000 FTEF) at Everett Community College as Tenured, Tenure-Track, Full-Time Temporary, Senior Associate, or a combination thereof may choose to become part of the mentor pool.
 - 1. Faculty apply to participate and applications shall be submitted to the appropriate administrator for consideration.
 - 2. The College reserves the right to decline a mentor application and, if so, shall share the reasons with the applicant and the Federation in writing.
 - 3. Completed applications are sent to the Human Resources office.
- B. Faculty who join the mentor pool shall:
 - 1. In their first year
 - a. Attend one of two introductory training sessions (4-hour maximum), which may be outside regular work hours, and
 - b. Attend quarterly ongoing training sessions (2-hour maximum).
 - 2. After their first year, attend quarterly ongoing training sessions (2-hour maximum).
- C. Members of the pool must be willing to accept at least one mentee per year.
- D. Senior Associate applicants shall select a mentor from the mentor pool to consult with about academic issues such as instructional innovations, best practices, and strategies, and to assist with the Senior Associate application process.
- E. Additional duties may include ongoing consultation with the Senior Associate applicants, portfolio review, and mutually agreed upon observations.
- F. Qualified faculty who elect not to join the mentor pool in a given year may join the following year. Similarly, faculty in the mentor pool for an academic year may opt-out for the following year.

12.90 College in the High School Mentorship (formerly Article 15.40)

- A. Qualified faculty in a discipline in which opportunities exist may be appointed by the appropriate administrator(s) to serve as a faculty mentor for instructors

in the College in the High School Program, consistent with an applicable MOU, if any.

- B. The terms and conditions, including compensation, of such an appointment are outlined in an applicable MOU, if any.

Article 13: Faculty Performance Review and Assessment

One measure of the excellence of an academic institution is the strength of its professional staff. In striving for continued academic excellence and the growth and development of its faculty, the College will conduct periodic review of faculty performance.

13.10 Review of Faculty Performance

- A. Review and assessment shall relate to the duties and responsibilities listed in Article 14 including those pertaining to Program Advising.
- B. Review and assessments will be relevant to the faculty member's appointment status and assigned workload at the time of the review.
- C. Review and assessment will encompass each of the relevant duties and responsibilities of each faculty member. For example, advising faculty who also teach pursuant to section 14.50.B.6 will be reviewed and assessed with respect to their duties under both Article 14.50.A and Article 14.50.B.
 - 1. Full-time faculty whose primary appointment status does not involve teaching pursuant to Article 14.50.A who regularly teach courses as part of a discretionary workload in excess of 1.000 FTEF pursuant to Article 17.10 shall be reviewed and assessed consistent with Article 13.90 with respect to their teaching work.
 - 2. Associate Faculty and Senior Associate Faculty with regular workload assignments under multiple sections of Article 14 shall be reviewed and assessed with respect to each relevant area of their work consistent with Article 13.80 or Article 13.90 as applicable. Faculty with multiple assignments will not have multiple observations in one quarter absent extenuating circumstances (e.g. as permitted by section 13.90.C.1)
- D. Annual review and assessment activities supplement, but are not a substitute for, regular and ongoing administrator support.

13.20 Observation Tools

- A. The materials found in Appendix G shall be the tools used for observations. When mutually agreed by a faculty member and observer, observation can be a narrative.
- B. All observations shall be memorialized on an appropriate form found in Appendix G and subsequently discussed with the faculty member by the observer.

13.30 Peer Review of Faculty

No peer review of Tenured, Full-time Temporary, or Senior Associate faculty, shall be used in the review and assessment process (i.e. Article 13) unless requested by the faculty member being reviewed.

13.40 Agreed Time for Observations

Observations shall be conducted as part of the review and assessment processes. The appropriate observer and the faculty member being observed shall mutually agree on an appropriate time for the observation. For online course observations, instructors and appropriate observers shall meet for at least one hour at a mutually agreed upon time, during which the instructor will provide a tour of their Canvas course and respond to questions.

13.50 Tenure-Track Faculty Review and Assessment

Tenure-Track Faculty shall be assessed as set forth in Article 8 of this CBA.

13.60 Tenured Faculty Review and Assessment

A. Every academic year:

1. Every Spring quarter, the faculty member will complete the applicable review and planning form found in Appendix G. The appropriate administrator will meet with the faculty member to discuss the form and the following topics:
 - a. Review of the previous year, update on current and past activities.
 - i. Review will address key achievements or successes as well as key challenges or opportunities for future professional development.
 - ii. The review will include information on how the faculty member met the expectations of Article 14.10.A.3.
 - b. Plans for future work, professional development, professional/technical plan. etc.
 - c. Anticipated support needed from the College over the upcoming year.
 - d. The appropriate administrator's perspective on performance.
2. The appropriate administrator will send written notes of the conversation to Human Resources, with a copy to the faculty member, by June 15.

B. Every third academic year the appropriate administrator shall perform an administrative observation.

13.70 Full-time Temporary Faculty Review and Assessment

Full-time Temporary Faculty, shall participate in the review and assessment activities listed below each year in which the Full-time Temporary Faculty member is actively employed in a Full-time Temporary appointment.

A. Winter Quarter Meeting

1. By the third week of every Winter quarter, the faculty member will complete the applicable review and planning form found in Appendix G.
 2. The appropriate administrator will then meet with the faculty member to discuss the form and the following topics:
 - a. Review of the previous year, update on current and past activities.
 - i. Review will address key achievements or successes as well as key challenges or opportunities for future professional development.
 - ii. The review will include information on how the faculty member met the expectations of Article 14.10.A.3, if applicable.
 - b. Plans for future work, professional development, professional/technical plan, etc..
 - c. Anticipated support needed from the College over the upcoming year, in particular as it relates to professional growth and development.
 - d. The appropriate administrator's perspective on performance.
 3. The appropriate administrator will send written notes of the conversation to Human Resources, with a copy to the employee, by the end of Winter quarter.
- B. The appropriate administrator shall perform an administrative observation during the Fall or Winter quarter.

13.80 Senior Associate Faculty Review and Assessment

All Senior Associate Faculty will be assessed by the appropriate administrator in the same manner as Tenured Faculty above, except that annual review and assessment activities (see Article 13.60.A) will take place in Winter quarter instead of Spring quarter and Senior Associate Faculty will not be reviewed and assessed regarding the expectations of Article 14.10.A.3.

13.90 Associate Faculty Review and Assessment

A. Observations

1. All Associate Faculty shall have an observation performed by the appropriate administrator or an appropriate tenured faculty member by the eighth week of the first quarter of employment.
2. All Associate Faculty shall have an observation performed by the appropriate administrator or an appropriate tenured faculty member during the second and third quarters of employment.
3. All Associate Faculty shall have an observation performed by the appropriate administrator or an appropriate tenured-faculty member once per academic year of employment thereafter.

B. Annual Conversation

1. At the start of the fourth quarter of employment and every Fall quarter thereafter, the Associate Faculty member and appropriate administrator shall have an informal conversation. That conversation shall focus on the following topics:
 - a. Review of the year, update on current and past activities. Review will address key achievements or successes as well as key challenges or opportunities for future professional development.
 - b. Plans for future work, professional development, professional/technical plan, etc.
 - c. Support needed from the College.
 - d. The appropriate administrator's perspective on performance.
2. In the event the faculty member is not employed during the fall quarter, the conversation outlined above shall occur in the first quarter the faculty member is employed thereafter.
3. The administrator will send written notes of the conversation to Human Resources, with a copy to the employee, within fourteen (14) working days of the meeting.

C. Performance Concerns

1. If the performance of an Associate Faculty member does not meet expectations as evidenced by student feedback, administrative observation, or reports from Tenured Faculty, additional student assessments or administrative observations will be conducted at the discretion of the appropriate administrator.

2. As soon as practicable, the appropriate administrator should bring performance issues or behavior that does not meet expectations to the faculty member's attention.
3. Before a decision not to offer a contract of an Associate Faculty member due to poor performance, the appropriate administrator shall give that employee the option of attending a meeting to discuss performance.

13.100 Student Feedback

Student feedback and reflection on their learning is critical to faculty member's own reflection on their teaching. Student feedback and reflection should be about their experiences in the course, not the quality of the instructor.

- A. Students will have the opportunity to provide structured feedback and reflection on their learning in all courses, using the questionnaire agreed to by the College and the Federation, regardless of the instructor's appointment status, course modality, or if the course is an overload/moonlight.
- B. Student feedback and reflection will be collected in all courses during the same window of time for a specific quarter.
- C. Student feedback and reflection shall be completed and submitted to the faculty member within twenty (20) business days after the completion of the quarter in which the student feedback and reflections were collected.
- D. The appropriate administrator will have access to the student feedback and reflection data and responses.
- E. The appropriate administrator may discuss student feedback with faculty.

Article 14: Faculty Responsibilities

Core responsibilities of a faculty member shall include the following, except that not all responsibilities may apply to a particular faculty member.

14.10 Full-time Faculty

Responsibilities of full-time faculty members, in addition to the specific faculty duties consistent with the faculty member's workload assignment, shall include the following:

A. Participation in College Priorities

1. Contribute to EvCC's mission, vision and values and to the priorities and objectives articulated in the College's strategic plan(s).
2. Attend and participate in the following:
 - a. The first two days of organized opening week activities held in the Fall quarter.
 - b. Department and division meetings.
 - c. Training activities as mandated by state and federal law. Faculty shall receive a minimum of three (3) months notice for completion of required training. Faculty shall be paid at a rate agreed upon by the College and the Federation for all verified legally mandated training time in excess of four (4) hours per year.
 - d. Professional development program mandated by [Washington Senate Bill 5227](#).
3. Service to the College. Actively participate and engage in at least one College committee, task force, governance body, student club, or other College-organized activity.
 - a. It is expected that full-time faculty will spend approximately fifteen (15) hours per regular academic year (or approximately five (5) hours per quarter) participating in service activities.
 - b. Service activities do not include work assigned pursuant to Article 17.90 or work compensated pursuant to Appendix E.
 - c. Faculty who perform substantial service in excess of the expectations above during a regular academic year shall have reduced expectations for the following regular academic year. In these circumstances, the reduced expectations for the following regular academic year will be discussed and documented as part of the annual performance review and assessment process (Article 13).

- d. A non-exhaustive list of activities that constitute service to the College can be found in Appendix L.

B. Continuation of Professional Standards

1. Stay current in relevant best practices, emerging topics, and research, especially those related to the mission, vision, and values of the College.
2. Maintain certification and/or licensure required by the College in the performance of the faculty member's assignment.

C. Read and respond to College communications (phone, email, etc.) in a timely manner when on contract, and as otherwise outlined in this CBA.

14.20 Associate Faculty

All Associate Faculty members, in addition to the specific faculty duties consistent with the faculty member's workload assignment, shall be responsible for the following duties.

A. Participation in College matters

1. Complete annual trainings, as required by state and federal law. Associate Faculty will be compensated for trainings required by the College independent of compensation received for their quarterly workload assignment.
2. Read and respond to College communications (phone, email, etc.) in a timely manner when on contract, and as otherwise outlined in this CBA

B. Continuation of Professional Standards

1. Stay current in relevant best practices, emerging topics, and research.
2. Maintain certification and/or licensure required by the College in the performance of the faculty member's assignment.

C. Optional Duties

By mutual agreement of the appropriate administrator and the faculty member, compensation may be available for participation in the following:

1. Attendance and participation in annual opening week activities, meetings and professional development opportunities.
2. Attendance and participation in faculty forums.
3. Attendance of the annual commencement ceremony in June.
4. Service on committees.

5. Attendance and participation in department, division, and College meetings and be involved in department, division and college matters.

14.30 Senior Associate Faculty

Senior Associate faculty shall, in addition to the specific faculty duties consistent with the faculty member's workload assignment, shall be responsible for the following duties:

- A. Perform all responsibilities of Associate Faculty listed above.
- B. Actively engage in performance review and assessment as outlined in Article 13.
- C. Attend and participate in one department, division, or other instruction-related meeting per quarter. If unable to attend, it is the responsibility of the Senior Associate faculty member to contact the appropriate administrator.
- D. Optional Duties

By mutual agreement of the appropriate administrator and the faculty member, compensation may be available for participation in the following

1. Attendance and participation in annual opening week activities, meetings and professional development opportunities.
2. Attendance and participation in faculty forums.
3. Attendance at the annual commencement ceremony in June.
4. Service on committees.

14.40 Reassigned Time

- A. As described in Article 3, the leadership of the College has the right to assign faculty duties to faculty members.
- B. As described in Article 17, faculty may be assigned non-faculty duties including but not limited to administrative functions, leadership of College initiatives, or other specially assigned duties.

14.50 Instructional Faculty

- A. Teaching faculty members shall be responsible for the following:
 1. Foster an equitable, anti-racist, and culturally inclusive learning environment and demonstrate an awareness of the experiences and needs of the current student population.

2. Develop curriculum, prepare, modify and deliver teaching/learning activities designed to maximize student learning and foster inclusive excellence.
3. Teach courses in accordance with the course record, course syllabus, approved student learning objectives, and quarterly course schedules. Design and/or deliver course assignments, learning activities and assessments that enable students to meet the course's stated learning outcomes.
4. Develop a current course syllabus using the College's inclusive syllabus template and submit it to the Instruction Office prior to the start of the quarter.
5. At the course level, assess student work using appropriate methodologies that promote further learning; at the program or department level, disaggregate, review and assess student, core, and program learning outcomes (as applicable) with the goal of continuous improvement and reduction of opportunity gaps.
6. If teaching in a fully online environment, engage in regular and substantive interaction with students.
7. Complete summative evaluations of student work during the College's scheduled finals week; submit final grades by the designated deadline.
8. Create and maintain department and student records in accordance with College policies and procedures.
9. Refer students to College services, community agencies, and other professionals as appropriate.
10. Conduct program advising as detailed in Article 14.80 below.
11. Office Hours
 - a. Faculty will establish, post, and maintain regularly scheduled office hours per week for consultation with students.
 - b. Faculty will maintain office hours as follows:
 - i. Tenure, Tenure-Track, and Full-time Temporary faculty: five (5) hours per week
 - ii. Senior Associate Faculty: one (1) hour per week for each 0.333 FTEF of assigned teaching

- iii. Associate Faculty: one-half (0.5) hour per week for each 0.333 FTEF of assigned teaching
 - c. Faculty are not expected to maintain office hours for course assignments beyond 1.000 FTEF.
- B. Advising Faculty members shall be responsible for the following:
- 1. Provide general entry academic advising.
 - 2. Provide continued academic advising, in specific programs, in collaboration with the Department Head and others within the department.
 - 3. Refer students to College services, community agencies, and other professionals as appropriate.
 - 4. Interpret test scores to make placement decisions, following College policy.
 - 5. Work on an alternative calendar (may include evenings, summer and time between quarters) as required to meet student needs. (Tenure-Track Faculty will be excluded from an alternative calendar.)
 - 6. Faculty Advisors will be assigned to teach a minimum of four (4) credit hours per academic year. Each assigned credit hour will include 22 total hours of preparation, teaching, and final assessment time per credit, which will count toward their contracted student contact hours. For example: 2-credit course = 44 total contact hours.)
 - 7. May provide workshops and training related to advising.
 - 8. Participate in the evaluation of advising activities in order to support continuous improvement and student success.
 - 9. Actively use College sanctioned advising platform(s), as appropriate, for scheduling, record-keeping, degree planning, and communicating with students with ongoing development, training and support for use of such platforms provided by the College.

14.60 Counseling Faculty Duties

Counseling Faculty members shall be responsible for the following:

- A. Provide educational, career, and short-term personal counseling for individuals and groups.
- B. Provide crisis intervention counseling for individuals.
- C. [Intentionally Left Blank]

- D. Develop and provide academic warning interventions.
- E. Provide counseling and support to students on academic warning, probation, or suspension (e.g. Satisfactory Academic Progress).
- F. Refer students to College services, community agencies, and other professionals as appropriate.
- G. Administer and interpret group and individual assessments for counseling purposes.
- H. Provide workshops and training related to counseling services.
- I. Conduct program advising as detailed in Article 14.80 below.

14.70 Library Faculty Duties

Library Faculty members shall be responsible for the following:

- A. Provide information resources, reference, and search services to the College
- B. Provide information literacy instruction to individuals and groups in a variety of contexts, modalities, and pedagogies to best facilitate student learning.
- C. Collaborate with teaching faculty (Article 14.50.A) to develop and deliver tailored instructional resources, information literacy sessions, and curated subject materials for integration into their courses and programs.
- D. Develop, evaluate, and maintain library collections to support the curriculum and general use.
- E. Supervise a library unit or units, such as acquisitions, cataloging, etc.
- F. Create and maintain guides in support of collection liaison areas and instructional needs.
- G. Refer students to College services, community agencies and other professionals as appropriate.
- H. Engage in regular assessment of library processes and information literacy in order to support continuous improvement, student success, and student learning.

14.80 Program Advising Duties

It is mutually recognized that the availability of quality advising is an important factor in student educational success and that faculty involvement in this process is critical. The following distinguishes between general student support duties to be performed primarily by non-faculty student support employees and program

advising responsibilities of all Full-time and Senior Associate faculty members as described in Article 14.

The College and Federation may agree to establishing a work group or pilot program related to advising services.

A. General Student Support Duties (to be fulfilled primarily by non-faculty student support employees).

1. Engage students in conversations and introduce College information and resources that aid them in accomplishing their educational goals.
2. Inform students about College practices/norms/culture/procedures including:
 - a. how and when to register;
 - b. how to read the course schedule, prerequisites, waitlists, program maps, degree checklists, distribution areas, transfer information;
 - c. how to connect to technological resources for registration and degree planning, including helping to draft degree plans and helping students schedule appointments for plan review and approval by faculty program advisors; and
3. Assist students with course registration logistics.
4. Help students with FAFSA/WASFA funding options, information about other possible funding sources (DSHS, L&I, WE Funding), and Financial Aid system and forms.
5. Maintain awareness of College resources available for supporting student success and direct students as needed. For example: referrals to tutoring or counseling.

B. Program Advising Duties (to be fulfilled by faculty as assigned below).

1. Full-time faculty will be responsible for advising a caseload of up to sixty (60) currently enrolled students and will receive no more than forty (40) new assignments in any given academic year.
2. Senior Associate faculty with annual contracts will be responsible for advising a caseload of up to eighteen (18) currently enrolled students.
3. Faculty with institutional approval to do both entry and program advising for students in professional and technical programs will be responsible for advising a caseload of up to thirty (30) currently enrolled students for full time faculty and fourteen (14) students for Senior Associate faculty.

4. Full-time Counseling Faculty, excluding TRiO and other faculty hired for purposes of providing counseling services to students pursuant to a grant-sponsored program, will be responsible for advising a caseload of up to fifty (50) enrolled Human Services and undecided students (those unable to select any pathway) and will receive no more than thirty (30) new assignments each year.
5. Participate at least once annually in professional development to maintain and update advising skills. The College will provide regular training opportunities (advising updates) of no more than two (2) hours once a quarter.
6. Participate in up to two (2) hours of advising cross-training per quarter as requested by the appropriate administrator, with cross-training to be distributed as equitably as possible across faculty members with vacancies on their caseload. Faculty assigned to the Transitional Studies department or whose primary appointment is as an advisor pursuant to Article 14.50.B are exempt from this cross-training requirement.
7. Provide program advising as assigned for students in all areas in which the faculty member has been cross- trained.
8. Proactively contact all assigned students each contractual quarter.
9. Participate in advisee student support networks.
10. Active use of institutionally sanctioned advising platform(s) as appropriate for scheduling, record-keeping, degree planning, degree plan approval (as applicable for students who engage with their Program Advisor for degree planning), and communicating with advisees with ongoing development, training and support provided by the college.
11. Faculty program advisors will support students in developing the following skills:
 - a. Transfer and career planning.
 - b. Building, modifying, and adhering to a degree plan.
 - c. Identifying and adhering to College deadlines.
 - d. Accessing essential resources at the College.
 - e. Accessing technological resources that will assist them in monitoring their program blocks, graduation, and transfer requirements.
 - f. Identifying and overcoming barriers to academic success.

12. Participates in the evaluation of advising activities in order to support continuous improvement and student success.

Article 15: Departments and Department Heads

15.10 Department Assignment

- A. Prior to the start of the regular academic year, the College President, or designee, shall assign each faculty member to a department and supervisor as appropriate. Changes during the regular academic year to a faculty member's department, or the organizational reporting relationship for their position may be made in accordance with the generally applicable standards for changes in working conditions. Departments are listed in Appendix K.
- B. Full-time Faculty will be assigned to the department which most closely aligns to their regular workload assignment. Full-time Faculty will only be assigned to one department.
- C. Associate and Senior Associate Faculty will be assigned to the department where the majority of their quarterly workload assignments occur.
- D. Nothing in this Article shall limit an appropriate administrator from participating in department meetings or business. Notwithstanding the foregoing, faculty may organize faculty-only activities, as appropriate.

15.11 Department Functions

The functions of the departments are as follows:

- A. Foster communication among members of the department, between the department and other departments, and between the department and the appropriate administrator(s).
- B. Meet regularly to discuss department business and report recommendations to the appropriate administrator(s).
- C. [Intentionally Left Blank]
- D. Cooperate with its advisory board(s), if any.
- E. Evaluate existing departmental curriculum and course content, develop new courses, and recommend program changes.
- F. Make recommendations regarding staff needed by the department.
- G. In accordance with Article 4, make recommendations regarding job descriptions and position qualifications for full and part-time positions.
- H. Make recommendations regarding instructional schedules.

- I. Prioritizes department budget requests and shares recommendations with the appropriate administrator(s).

15.12 Department Head Election

- A. The appropriate administrator shall conduct a confidential election and shall give written notice of the election at least five (5) contract days before the election to all faculty in the department. All faculty, regardless of status, currently assigned to the department are eligible to vote.
 1. The election shall take place, via secret ballot, prior to the end of Winter quarter for the following academic year.
 2. Nominations may be made by any faculty member. An individual nominated may accept or decline the nomination.
- B. Only full-time, Tenured Faculty members may be elected as Department Head.
- C. Faculty may only be nominated for Department Head in the department to which the faculty member is currently assigned.
- D. The term of this assignment shall be for one year, from Summer quarter through Spring quarter.

15.13 Department Head Duties

- A. Core duties of a department head include and are limited to:
 1. Coordination of department-level assessment
 2. Annual department-level instructional resource planning and prioritization of budget requests
 3. Development of quarterly schedules
 4. Collaborate on strategic enrollment monitoring and planning
 5. Participation in department hiring of faculty in accordance with Article 4
 6. Coordination of onboarding of associate faculty
 7. Coordination of observations of associate faculty with the appropriate administrator
 8. Holding department meetings and coordinating communication across the department.

9. Acting as a liaison between the department, the appropriate administrator, other administrators, and/or other College units.
10. Coordination and participation in curriculum changes and course records with Instructional Council and the Office of Instruction.
11. Coordination and participation in advisory board meetings, if any.

B. [Intentionally Left Blank]

15.14 Resolving Questions

Questions related to the assignment of departments, and to election of Department Head not covered in this section shall be referred to the Contract Administration Committee.

15.20

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15.30

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15.40

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Article 16: Calendar

16.10 Regular Academic Year

The regular academic year or contract year for full-time faculty members shall consist of three (3) instructional quarters of 166 days, in which the faculty member is actively engaged in executing responsibilities under Article 14 and in accordance with the terms of this agreement.

16.20 Instructional Days per Quarter

There shall be a minimum of fifty (50), plus or minus one (1), instructional days (or equivalent) per quarter exclusive of examination/evaluation and grade days.

16.30 Distribution of Instructional Days

To the extent feasible and practicable, there shall be ten (10) Monday instructional days, ten (10) Tuesday instructional days, etc. (or equivalents), during the Fall, Winter and Spring quarters.

16.40 Propose Annual Calendar

After discussion and agreement by the Contract Administration Committee the College and Federation shall propose an annual instructional calendar to the Board of Trustees by March 1 of the applicable year.

16.50 First Day of Regular Academic Year

For purposes of payroll, the first day of the regular academic year shall be September 15 or earlier.

16.60 Assignment of Duties Over Three Quarters

Tenured and Full-Time Temporary Faculty, upon mutual agreement between the faculty member and the appropriate administrator, may be assigned professional duties in any three of the four instructional quarters out of each fiscal year. Summer Quarter shall be deemed the first quarter of each fiscal year. For purposes of this section, Summer Quarter is equivalent to 50 contract days. Any faculty member who is assigned full-time professional responsibilities as the first of their three quarters full-time workload shall be credited with 50 days' work.

16.70 Assignment of Duties Over Four Quarters

Tenured and Full-Time Temporary Faculty may be assigned, upon mutual agreement between the faculty member and the appropriate administrator, professional duties amounting to one full-time annual contract (3.000 FTEF) over four quarters. For purposes of this section, Summer Quarter shall be deemed the first quarter of that academic year.

16.71 Assignment of Duties Between Quarters

Tenured, Tenure Track, and Full-Time Temporary Faculty may be assigned, upon mutual agreement between the faculty member and the appropriate administrator, counseling faculty duties (Article 14.60), library faculty duties (Article 14.70) and advising faculty duties (Article 14.50.B) on days between quarters. Such assignments may be credited on a one-for-one contract day basis or compensated consistent with Article 5.10.E and Article 17.30.

16.80 Alternative Calendar

- A. Any request for an alternative calendar shall first be discussed between the faculty member and appropriate administrator.
- B. If it is agreed the alternative calendar is viable and appropriate, the request shall be forwarded to the Vice President of Instruction, or designee, for review and approval or denial of the request.
- C. The Vice President of Instruction, or designee, shall provide a written explanation for the decision.
- D. Except in extenuating circumstances, alternative calendars must be approved or denied in advance of Summer Quarter and no later than the preceding June 30.

Article 17: Workload

17.10 Workload Allocation

- A. Workload shall be allocated to qualified faculty as follows in Fall, Winter, and Spring quarters:
 - 1. Tenured, Tenure-Track, and Temporary Full-time Faculty shall be allocated their 1.000 contractual quarterly workload consistent with Article 17.30.
 - 2. If available and desired by the faculty member:
 - a. Tenured, Tenure-Track, and Temporary Full-time Faculty shall be allocated an additional 0.333 FTEF workload
 - b. Tenured, Tenure-Track, and Temporary Full-time Faculty shall be allocated an additional 0.333 FTEF workload
 - c. Senior Associate faculty shall be allocated a 0.667 FTEF workload
 - d. Senior Associate faculty shall be allocated an additional 0.333 FTEF workload
 - e. Senior Associate faculty shall be allocated an additional 0.333 FTEF workload
 - 3. Remaining workload allocations, if available, shall be offered to qualified Associate, Senior Associate, and Full-time Faculty regardless of status, at the discretion of the appropriate administrator, taking into account the factors outlined in Article 15.
- B. Workload allocations shall be made to qualified faculty, if available and desired, as follows in Summer quarter:
 - 1. Tenured, Tenure-Track, and Temporary Full-time Faculty shall be allocated a 0.333 FTEF workload
 - 2. Tenured, Tenure-Track, and Temporary Full-time Faculty shall be allocated an additional 0.333 FTEF workload
 - 3. Senior Associate faculty shall be allocated a 0.333 FTEF workload.
 - 4. Senior Associate faculty shall be allocated an additional 0.333 FTEF workload
 - 5. Remaining workload offers, if available, shall be offered to qualified Associate, Senior Associate, and Full-time Faculty regardless of status, at

the discretion of the appropriate administrator taking into account the factors outlined in Article 17.15.

C. The following guidelines shall apply to all workload allocations:

1. Workload allocations made pursuant to 17.10.A.2 and 17.10.B.1 through 17.10.B.4 shall be made using the rank order in the Faculty Standing FTEF List maintained pursuant to Article 17.10.D.
2. Total allocated workloads for any faculty member of over 1.667 FTEF per quarter, inclusive of assignments made pursuant to Article 17.90, are subject to the discretion and approval of the appropriate administrator and the Vice President of Instruction.
3. If additional classes are added to the schedule after workload allocations have already been made, the above rank-order shall still apply for faculty who have not yet been allocated their maximum loads.
4. Once faculty have declined a portion of their permissive maximum allocation, they will no longer be entitled to that portion of their permissive maximum allocation.

D. Faculty Standing FTEF List

1. The College shall maintain and publish on the College Intranet, or other appropriate platform, a Faculty Standing FTEF List that ranks based upon the total number of FTEF's they have been assigned at the College. Total FTEF's shall be calculated regardless of the departments in which workload was assigned, or faculty status at the time of the assignment, inclusive of Summer quarter. The total number of FTEF's is inclusive of assignments made pursuant to Article 17.90. Associate Faculty shall complete 3.000 FTEF at the College before being included on this list.
2. The College shall maintain and publish Faculty Standing FTEF sublists for:
 - a. Full-time Faculty, inclusive of Tenured, Tenure-Track, and Full-time Temporary Faculty
 - b. Senior Associate Faculty
 - c. Faculty and Associate Faculty who have completed at least 3.000 FTEF at the College.
3. On all lists, faculty will be ranked in descending order from most number of FTEF's to the least.

- a. In the event of two or more faculty having the same total number of FTEF's, their order will be determined by the start date, with the faculty member with the earliest start date ranked higher.
 - b. In the event of two or more faculty having the same total number of FTE's and the same start date, their rank order will be determined by the drawing of lots.
- 4. The Faculty Standing FTEF List shall be updated and republished before the start of Spring quarter of each academic year, and the new list shall be used to inform all workload offers and assignments until the publication of an updated list.
 - 5. Faculty who have not been assigned a workload for four consecutive quarters, excluding summer quarter, shall be removed from the Faculty Standing FTEF Lists.

17.15 Workload Assignments

- A. After consultation with the Department Head, the College President, or designee, shall assign individual courses or assignments.
- B. The Department Head shall solicit faculty input regarding workload assignment preferences.
- C. The Department Head, when making recommendations, and the appropriate administrator, when making course assignments, will also consider student learning, College needs, faculty seniority, number of course preparations, distribution of course modalities, faculty qualifications, and faculty expertise.
- D. When making initial workload assignments, the appropriate administrator may leave some workload unassigned to allow flexibility in the event of unexpected changes.
- E. Workload assignments shall consist of FTEF's aligned with the faculty member's designated appointment type as defined in Articles 14.50.A, 14.50.B, 14.60 and 14.70, except by mutual agreement between the faculty member and the appropriate administrator(s).
- F. Workload assignments shall be made by the appropriate administrator via College email. If an assignment is made when a faculty member is not on contract, the offer made via email will be followed by a phone call placed to the phone number(s) on record in the College's HRIS.
- G. Accepting a Discretionary Assignment

1. Faculty will have five (5) business days to accept an assignment made pursuant to section 17.10.A.2, section 17.10.A.3, and Article 17.10.B in writing.
 2. Assignments not accepted within this time are declined by default.
 3. Once a faculty member has declined an assignment offer, they will not be entitled to an alternative assignment even if that leaves them with less than their desired allocation pursuant to Article 17.10.
- H. If an assignment needs to be made less than five (5) business days before the first instructional day of the quarter, Faculty will have one (1) business day to accept or decline the offer, in writing. Any written assignment offers made on this timeline shall be accompanied by a phone call placed to the phone number(s) on record in the College's HRIS. If no response is received within this time frame, the assignment may be made to another Faculty.
- I. For purposes of this section, business days mean days on which the College is open to serve students, regardless of if that day is also a faculty contract day.
- J. For workload allocations made pursuant to Article 17.A, if a class is cancelled, workload assignments already assigned to other faculty may not be rescinded and reassigned to the faculty member with the cancelled workload.
 - a. If the impacted faculty member is qualified for a contractual workload assignment pursuant to Article 17.A.1, they shall be offered an equivalent workload assignment, regardless of the Faculty Standing FTE list.
 - b. If the impacted faculty member has been assigned an additional workload pursuant to Article 17.A.2, that additional workload may be attributed to their contractual workload pursuant to Article 17.A.1.
 - c. If the impacted faculty has been assigned an additional workload pursuant to 17.10.A.2-17.10.A.3, a reasonable effort shall be made to meet that faculty member's original desired workload allocation, but this is not guaranteed.

17.20 Mode and Scheduled Hours (Load)

It is understood that faculty, depending upon their role at the College, are expected to complete a variety of professional tasks at the College to achieve its objectives. Weekly Student Contact Hours and Duty Hours are not representative of all the responsibilities a faculty member is expected or otherwise required to perform as part of their employment with the College (see Article 14).

For Teaching Faculty, workload is calculated using Student Contact Hours as a unit of measurement that represents regular and substantive interaction between students and their instructor related to a specific course.

For Counseling Faculty, workload is calculated using Student Contact Hours as a unit of measurement that represents hours scheduled for counseling with students.

For Advising and Library Faculty, workload is calculated using Duty Hours as a unit of measurement that represents time spent fulfilling duties specific to each faculty classification.

A. Teaching Faculty Modes

Encompasses faculty responsibilities described in Article 14.50.A.1 through 14.50.A.9.

1. General Theory

Students are engaged with faculty and class members in learning theoretical material and/or engaging in activities to apply the theory leading to mastery of course outcomes. Modes of instructional delivery could include but are not limited to lecture, mixed lab-lecture, small group discussion, guided conversation, demonstration, case studies, role-playing, problem-based inquiry, and collaborative activities. Instruction may be a mix of presentation, facilitation, and guided activities evidenced by frequent ongoing communication between instructor and students. Such activities could take place in a variety of instructional modalities.

$$\text{FTEF} = (1 \times \text{Student Contact Hours}) / 15$$
Equivalent to mode formerly known as "15 Mode"

2. Instructor Directed Laboratories

Students are actively engaged with faculty in experiential and/or project-based learning in a laboratory, studio, shop, or other active learning space. These categories of instruction could include but are not limited to labs, studios, shops, clinical experiences, computer-mediated learning, hands-on projects, or other skill-building activities under the active supervision of the faculty.

$$\text{FTEF} = (0.833 \times \text{Student Contact Hours}) / 15$$
Equivalent to mode formerly known as "18 Mode"

3. Supervised Self-Paced Laboratories

Students are independently engaged in practicing and mastering skills in a laboratory, studio, shop, or other active learning space *at their own pace under the general supervision of the instructor*. This category of

instruction could include but is not limited to open labs, studios, shops, clinical preceptorships and experiences, computer-mediated learning, hands-on projects, or other skill building activities in an open setting with faculty available to guide or assist students.

$$\text{FTEF} = (0.750 \times \text{Student Contact Hours}) / 15$$

Equivalent to mode formerly known as "20 Mode"

4. Field-Based Experience

Students are engaged in autonomous study or related work activity under the intermittent supervision of

the instructor. This mode includes working with or under the direction of professional practitioners and may include preceptorships, co-ops, internships, or service-learning activities. Verification of learning outcomes is documented by Faculty in collaboration with professional practitioners. Faculty workload includes, but is not limited to recruitment and coordination of professional work sites, coordination of student placement, and involvement during site visits.

$$\text{FTEF} = (0.625 \times \text{Student Contact Hours}) / 15$$

Equivalent to mode formerly known as "24 Mode"

B. Counseling Faculty Mode

Encompasses faculty responsibilities described in Article 14.60.A through 14.60.B

$$\text{FTEF} = (1.538 \times \text{Student Contact Hours}) / 30$$

C. Library Faculty Mode

Encompasses faculty responsibilities described in Article 14.70.A through 14.70.H

$$\text{FTEF} = (1 \times \text{Duty Hours}) / 30$$

D. Academic Advising Mode

Encompasses faculty responsibilities described in Article 14.50.B.1 through 14.50.B.4 and 14.50.B.9

$$\text{FTEF} = (1 \times \text{Duty Hours}) / 30$$

17.30 Guidelines

- A. The sum of a full-time academic employee's quarterly workload shall be as close to 1.000 as possible.

- B. The total annual workload for the regular academic year for full-time academic employees shall be as close to 3.000 as possible.
- C. Annual workloads falling within a range of 2.800 to 3.000 shall be deemed to satisfy the requirement of 17.30.B.
- D. Any load in excess of 3.000 annual load shall be assigned only with mutual agreement between
- E. the full-time faculty member and the appropriate administrator.
- F. Quarterly workload in excess of 1.000 per quarter shall be compensated pursuant to Article 5 of this CBA. By mutual agreement between the full-time faculty member and the appropriate administrator, faculty may choose to allocate workload in excess of 1.000 in one regular academic year quarter towards their annual contractual load in a subsequent quarter of the same academic year. The portion of workload allocated to a different quarter pursuant to this paragraph is not subject to additional compensation pursuant to Article 5.
- G. Annual workload in excess of 3.000 per regular academic year shall be compensated pursuant to Article 5 of this CBA.

17.40

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17.50 Shared Assignment

If two or more faculty are sharing a work assignment (that is, only one person is working at a time) each faculty member shall be credited with a prorated share of the workload for that course.

17.60 Less Than Full Load

With the approval of the appropriate administrator, a Tenured Faculty member may work at less than full load and be paid regular salary placement pro-rata. Absent an accommodation or modification approved through the otherwise applicable processes, reductions in workload pursuant to this section are limited to three consecutive quarters, excluding summer quarter.

17.70 Seven-Hour Span

Full-time faculty shall be assigned class schedules within a seven (7) hour assignment span on a specific day. This limitation does not apply to fieldwork,

supervision of clinical rotations, asynchronous courses, or other similar types of instructional activity with faculty consent and agreement.

17.80 Notice of Off-Campus Work

- A. Nothing in this section is to be construed that faculty are expected to be on campus for this entire span if their professional duties require their presence elsewhere.
- B. Faculty shall notify the appropriate administrator in advance whenever they are not able to attend meetings and in-service training scheduled for departments, divisions, or other college units.

17.90 Reassigned Time & Special Assignment

A. Reassigned Time

- 1. Upon mutual agreement between the faculty member and the appropriate administrator, Full-time and Senior Associate Faculty with two year agreement may be reassigned from their primary appointment type (e.g. teaching faculty, advising faculty, counseling faculty, or library faculty) for part of their contractual minimum FTE load.
- 2. Upon mutual agreement between the faculty member and the appropriate administrator, a Tenured Faculty member, because of potential program change, program reduction, or program termination, may be reassigned from their regular faculty duties for the purpose of retraining.

B. Special Assignment

- a. Upon mutual agreement between the faculty member and the appropriate administrator, any faculty member may be assigned additional duties with a correspond FTE exceeding their contractual minimum workload.

- C. The base for calculating FTE for Reassigned Time or Special Assignments is 30 hours per week for 100% reassignment. This base is for predicting the estimated time necessary to fulfill reassigned duties. For example, a 0.333 load would anticipate approximately 10 hours of work per week on the Reassigned Time or Special Assignment task for the duration of the academic quarter.
- D. Reassigned Time and Special Assignments are for activities anticipated to last an academic quarter, and are not for short-term or ephemeral activities such as training, attendance at meetings, or other activities which would constitute work paid pursuant to Appendix E.

- E. Reassigned Time and Special Assignments do not create an expectation or guarantee of future similar assignments.

17.100 Professional Workweek

- A. During the contract period, academic employees shall be expected to work a professional work week to satisfy their obligations to students, peers, and the College.
- B. A professional work week, commensurate with a 1.000 FTEF load, is defined as the amount of time required to fulfill all faculty contractual obligations pursuant to this CBA.
- C. The actual hours worked per week are a function of teaching schedules, office hours, individual student contacts (other than Student Contact Hours or Duty Hours, as otherwise defined in this Article), and other professional responsibilities.

17.110 Course Capacities

- A. Course capacities recommended by Instructional Council using the parameters below and approved by the Vice President of Instruction, consistent with this Article. Individual course capacities will be recorded on the Course Record Form, or other similar authoritative record.
- B. The following course capacities shall not be exceeded unless otherwise permitted by mutual agreement of the College and Federation.
 - 1. The default capacity for all classes is 26 students per course section.
 - 2. Courses that meet one or more of the following criteria, as determined in Instructional Council, shall have a course capacity not to exceed: 21 students per course section.
 - a. Writing Intensive: Writing-Intensive Courses are those in which writing is used as a central mode of learning as well as of evaluating student performance. Students in these courses are expected to write regularly, and their grades in these courses are linked to the quality and content of their written work.
 - b. Learning Community: courses that are linked and intentionally designed to support student success and belonging.
 - c. Corequisite: courses that are linked for the explicit purpose of accelerating student progress.
 - d. Capstone Courses: courses at the end of an academic program that serve as a culminating experience that integrate learning through

significant project or performance. These courses prepare students for post-graduation transitions and include iterative feedback, integration of prior work and, may include public presentation.

3. Courses within the Nursing program: 40 students per course
- C. Maximum course capacities shall be consistent for all sections of a course, regardless of modality.
- D. Nothing herein is meant to imply course minimums or to supersede the requirements of regulatory bodies.
- E. Nothing herein prohibits the College from establishing maximum enrollment capacities for specific individual course sections due to structural limitations (e.g. assigned classrooms) that are below the generally applicable course capacity for said course.
- F. Student Overloads
 - a. Course capacities may only be exceeded by written agreement between the impacted faculty member and the appropriate administrator.
 - b. Overloads shall not exceed 10% of the class cap, rounded to the nearest whole student, except in extenuating circumstances.
 - c. Compensation for student enrolled above the established course capacity shall be compensated pursuant to Appendix E.9

Article 18: Remedial Steps & Progressive Discipline

18.10 Purpose of Remedial Steps & Progressive Discipline Processes

The following process is intended to provide support for faculty in correcting behavior or performance in order to meet reasonable job expectations. The College is committed to ensuring that a fair and consistent process for considering, investigating, and resolving concerns and complaints against faculty is practiced. The College and Federation recognize that various implicit and explicit biases may exist leading to or within complaints as well as in the process of investigation and resolution. Nothing in the section is intended to limit any rights a faculty member may otherwise have under this Agreement.

18.20 Expectations of Faculty

Faculty are expected to adhere to this Agreement; fulfill their assigned duties in good faith, comply with all published College policies and procedures; and obey city, state, and federal laws.

18.30 Just Cause

- A. Discipline shall not be issued without just cause, and shall be progressive as applied to the specific facts of the matter involved.
- B. The following shall constitute just cause for purposes of discipline under this CBA:
 - 1. Notice to the faculty member of the rules or expectations to be followed and the consequences of non-compliance;
 - 2. Proof that the faculty member engaged in the alleged misconduct;
 - 3. Procedural regularity in the investigation of the misconduct; and
 - 4. Reasonable and even-handed application of discipline, including progressive discipline when appropriate

18.40 Grievance Process

- A. Remedial Steps and Progressive discipline actions as described in this Article 18 are subject to the grievance process in accordance with Article 20.
- B. Notwithstanding the foregoing, Notices of Concern (Article 18.60.A) may be processed only through the last internal step of the grievance procedure and cannot be arbitrated.

18.50 Exceptions to Progressive Discipline

In some extreme instances, the College may elect to move directly to [Article 19](#). Extreme instances may include, but are not limited to, illegal use or distribution of drugs, or use of legal drugs inconsistent with college policy or safety on or near campus or at any campus-sponsored event or activity, theft, vandalism, arson, assault, sexual harassment, or serious misuse of state property or systems. This also may include violence or threats of violence on campus or in electronic form toward a member of the College community.

18.60 Informal Remedial Steps

Prior to initiating formal discipline, the College shall engage in the following informal remedial steps to address concerns regarding a faculty member's performance or conduct. Informal remedial action should not be taken without sufficient cause.

A. Notice of Concerns

1. As soon as practicable, the appropriate administrator shall call a meeting to bring performance concerns or behavior that does not meet expectations to the faculty member's attention.
2. At the faculty member's request, a Federation representative shall attend the meeting.
3. After the meeting, the appropriate administrator shall document these concerns in writing, provide a copy to the faculty member, and place a copy in the faculty member's personnel file. The faculty member may attach a written response to the document.
4. Notices of Concern shall be removed from the personnel file after two (2) years unless circumstances warrant otherwise. Such circumstances will be documented in writing.

B. Coaching

1. If the performance or behavior identified in a Notice of Concern continues to be of concern, the appropriate administrator will provide directed coaching.
2. The appropriate administrator shall meet with the faculty member, discuss the concerns, and clarify performance expectations.
3. At the faculty member's request, a Federation representative shall attend the meeting.

4. Together the employee and appropriate administrator shall agree on strategies to address the concerns, which may include peer or administrator observation, additional training, or a list of activities to lead to improvement.
5. The appropriate administrator shall document this meeting in writing, provide a copy to the faculty member, and place a copy in the personnel file. The faculty member may attach an explanation to the document.

18.70 Formal Progressive Discipline Steps

Should the informal remedial steps outlined in Article 18.60 not resolve the performance or conduct concerns, the appropriate administrator shall move to formal, progressive discipline

A. Written Reprimand & Informal Improvement Plan

1. If the performance or behavior continues to be of concern, the appropriate administrator shall inform the faculty member and the Federation President that a meeting will be held to review the concern, its cause, and potential remedies.
2. At the faculty member's request, a Federation representative shall attend the meeting.
3. After the meeting, the appropriate administrator may issue a written reprimand regarding the performance or behaviors of concerns
4. The appropriate administrator may, but is not required to, issue an informal improvement plan that identifies the concern, records the faculty member's perceptions regarding the concern, and reflects the agreed-upon expected change and/or improvement.
 - a. Form H.4 found in [Appendix H](#) shall be the tool used in the development of informal improvement plans.
5. The administrator shall document this plan in writing, provide a copy to the faculty member, and place a copy in the faculty member's personnel file.

B. Formal Improvement Plan

1. If the performance or behavior continues to be of concern, the appropriate administrator shall inform the faculty member and the Federation President that a meeting will be held to review the remedial and disciplinary steps previously taken and the current status of the performance or behavior.

2. At the faculty member's request, a Federation representative shall attend the meeting.
3. After the meeting, a formal improvement plan will be developed by the appropriate administrator and presented to the employee and a copy will be provided to the Federation President or designee.
 - a. Form H.4 found in Appendix H shall be the tool used in the development of formal improvement plans.
4. This plan, along with all previous documentation, will be placed in the faculty member personnel file.

C. Pre-Dismissal Meeting

1. This section (Article 18.70.C) is only applicable to those faculty subject to Article 19.
2. If the performance or behavior continues to be of concern, the appropriate administrator may recommend dismissal of the faculty member to the College President.
3. The College President shall provide the faculty member a letter outlining the reasons considered for dismissal and shall meet with the faculty member to discuss the proposed dismissal.
4. The faculty member may have Federation representation at this meeting.
5. The matter may be resolved at this meeting by the use of alternatives which include but are not limited to reassignment, retirement, or resignation.
6. If the matter is not resolved at the meeting, the faculty member shall have five (5) contract days to consider the options discussed at the meeting.
7. Following that five (5) contract day period, if the matter is not resolved, the College President may initiate dismissal proceedings pursuant to Article 19.
8. The letter from the College President and all notes and agreements relating to this meeting shall be placed in the faculty member's personnel file.

18.80 Loss of Senior Associate Status

A. Preconditions

The College may initiate the process to revoke a Senior Associate Faculty member's status as a senior associate faculty member if either of the

following conditions are met:

1. If the performance or behavior of a Senior Associate Faculty member continues to be of concern after initiation of a formal improvement plan pursuant to Article 18.70.B.
2. Under the extreme instances identified in Article 18.50.

B. Initiation of Proceedings

The appropriate Vice President shall initiate revocation of status via a letter sent to the faculty member and the Federation President, informing them of the continued concern regarding performance or behavior.

1. This letter shall detail the reason(s) and shall set the time and date for an informal meeting between the affected faculty member, the appropriate administrator, and the appropriate Vice President
 2. At the faculty member's request, a Federation representative shall attend the meeting.
 3. This meeting shall be held within ten (10) contract days of receipt of the letter.
 4. The faculty member will be given the opportunity at this meeting to present oral and written materials and to discuss in detail the question of performance.
- C. The Vice President shall issue in writing their decision to the faculty member and Federation President within ten (10) contract days of the meeting.
- D. The faculty member shall be deemed to have accepted the decision of the Vice President unless written notice of appeal is received by the President within ten (10) contract days from receipt of the Vice President's decision.

E. Appeal to the President

1. The President shall set the date for an informal hearing within fifteen (15) contract days of receipt of the appeal.
2. The President shall conduct an informal hearing in accordance with RCW 34.05.
3. At the faculty member's request, a Federation representative shall attend the hearing.
4. At this hearing both the faculty member and the Vice President shall be given the opportunity to present oral and written materials regarding the faculty member's conduct or performance.
5. The President shall issue their written decision within ten (10) contract days of completion of the hearing process.
6. The President's decision is final for all purposes and is not grievable nor arbitrable.
7. The effective date of loss of senior associate status will be ten (10)

contract days after receipt of the Vice President's decision (Article 18.80.C) or, if appealed to the President, upon the President's decision.

Article 19: Dismissal

Dismissal shall be handled in a manner consistent with this Article. It is further agreed that such matters are not subject to the grievance procedure of this Agreement.

19.10 Reasons for Dismissal

Consistent with RCW 28B.50.850 through 28B.50.869, a Tenured Faculty member shall not be dismissed except for sufficient cause, nor shall a Tenure-Track Faculty member be dismissed prior to the written terms of the appointment except for sufficient cause.

19.20 Dismissal Review Committee

A five-member Dismissal Review Committee created for the express purpose of hearing dismissal cases shall be established no later than October 15 of any academic year.

1. Consistent with RCW 28B.50.869, the members shall include one (1) non-represented, civil service exempt employee, one (1) full-time student, and three (3) Tenured Faculty members representing the faculty.
 - a. The non-represented, civil-service exempt employee shall be chosen by the College President.
 - b. The student representative shall be chosen by the Associated Student Body. Selection of the student representative may be deferred until such time as the Committee is called upon.
 - c. The tenured faculty members representing the faculty shall be selected by a majority of the faculty acting in a body in a vote jointly organized by the Federation and the Vice President of Instruction.
 - i. For purposes of this Article, acting in a body shall mean a vote open to all faculty members currently under contract and convened for the purpose of electing faculty representatives to the Dismissal Review Committee
 - ii. The faculty members on the initial Dismissal Review Committee served one-year, two-year, and three-year terms respectively.
 - iii. Subsequent elections will be for three-year terms so that the committee members shall have staggered terms.
- B. Alternates, one (1) non-represented, civil service exempt employee, one (1) full-time student, and one (1) Tenured Faculty member, shall be selected no

later than October 15 of each year to fill any vacancies occurring that academic year.

1. Alternates shall be selected through the same process as regular committee members.
2. Committee members on sabbatical leave shall be replaced for the duration of that leave by the same process as regular committee members.
3. In the event that an alternate is appointed to the committee to fill a vacancy, a new alternate shall be appointed within fifteen (15) calendar days through the same process as regular committee members.

19.21 Selection of Chairperson

The Dismissal Review Committee shall select its own chairperson.

19.22 Conflicts of Interest

In no case shall a member of the committee sit in judgment of the faculty member's own case, or in instances of potential conflict of interest as determined by the Hearing Officer (see Article 19.70).

19.23

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19.24 Administrative Help

The College shall provide at its expense administrative help for the committee deemed sufficient by the chairperson of the Dismissal Review Committee upon request through the Hearing Officer (see Article 19.70).

19.30

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19.40 Notice

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

1. A statement of the time, place, and nature of the hearing;

2. A statement of the legal authority and jurisdiction under which the hearing is to be held;
 3. A reference to the particular rules of the College that are involved; and
 4. A short and plain statement of the matters asserted. In the case of a reduction-in-force, this shall include a statement of both the grounds for reduction-in-force and the basis for selection of the affected employee as detailed in Article 11.
- B. The affected employee(s) shall have ten (10) calendar days from the date of the notice of dismissal to notify the College President in writing as to whether the employee intends to exercise the right to the hearing specified above.
1. If the employee fails to respond within the ten (10) calendar days provided herein, such failure shall constitute acceptance of and waiver of any right to a hearing.
 2. The decision of a faculty member not to have a hearing shall be communicated to the Dismissal Review Committee and Board of Trustees.
 3. Furthermore, a timely written request for a hearing within the above ten (10) day period is deemed jurisdictional.

19.50 Procedural Rights of Affected Employees – Procedural Hearing

Affected employees shall be entitled to one administrative hearing pursuant to the Administrative Procedure Act, [RCW 34.05](#), Part IV, and shall have the following procedural rights:

- A. The right to confront and cross-examine adverse witnesses.
- B. The right to be free from compulsion to divulge information which they could not be compelled to divulge in a court of law.
- C. The right to be heard in their defense and to present witnesses, testimony, and evidence on all issues involved.
- D. The right to the assistance of the Hearing Officer (see Article 19.70) in securing witnesses and evidence pursuant to [RCW 34.05](#), Part IV.
- E. The right to a representative of their choosing who may appear and act on their behalf at the hearing.
- F. The right to have witnesses sworn and testify under oath.

19.60 Responsibilities of the Dismissal Review Committee

The responsibilities of the committee shall be as follows:

- A. To review the case of the proposed dismissal.
- B. To attend the hearing and, at the discretion of the Hearing Officer (see Article 19.70), call and/or examine any witness.
- C. To hear testimony from all interested parties, including (but not limited to) other faculty and students, and review any evidence offered by the same.
- D. To arrive at its recommendations in conference on the basis of the hearing.
- E. As soon as reasonably practicable, but in no event longer than thirty (30) calendar days after the hearing, present the written recommendations of the committee to the Hearing Officer (see Article 19.70), the College President, the affected faculty member, and the Board of Trustees.

19.70 Hearing Officer

A. Appointment

Upon receipt of a request for a hearing from an affected faculty member, the College President shall notify the Board of Trustees and request that the Board of Trustees appoint an impartial Hearing Officer.

B. Duties

It shall be the role of the impartial Hearing Officer to conduct the hearing in accordance with [RCW 34.05](#), Part IV and this section. The duties of the Hearing Officer include the following:

- 1. Administering oaths and affirmations, examining witnesses, and receiving evidence. No person shall be compelled to divulge information which they could not be compelled to divulge in a court of law.
- 2. Issuing subpoenas.
- 3. Taking depositions or causing depositions to be taken.
- 4. Regulating the course of the hearing.
- 5. Holding conferences for the settlement or simplification of the issues by consent of the parties.
- 6. Disposing of procedural requests or similar matters.

7. Making all rulings regarding the evidentiary issues presented during the course of the Dismissal Review Committee hearings.
8. 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.
9. Allowing the Dismissal Review Committee to hear testimony and any oral argument from all interested parties, including (but not limited to) faculty and students, and review any evidence offered by same.
10. Preparing findings of fact and conclusions of law and a recommended decision. As soon as reasonably practicable, but in no event longer than thirty (30) calendar days after the hearing, the written recommendation of the Hearing Officer shall be presented to the College President, the committee, the affected faculty member, and the Board of Trustees.
11. Preparing and assembling a record for review by the Board of Trustees which shall include the following:
 - 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. The proposed findings, conclusions, and recommended decision;
 - f. A copy of the recommendations of the Dismissal Review Committee.
12. Deciding, with advice from the Dismissal Review Committee, whether the hearing shall be open to the educational community, or whether particular persons should be permitted or excluded from attendance.
13. Assuring that a transcript of the hearing is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party to the hearing upon request and payment of costs.
14. Consolidating individual reduction-in-force hearings into a single hearing

as described in [Article 11](#).

19.80 Final Decision by the Board of Trustees

- A. The Board review shall be based on the record of the hearing.
- B. 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.
- C. 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.
- D. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the affected faculty member in writing of its final decision and the effective date of dismissal.

19.90 Appeal from the Decision of the Board of Trustees

- A. Pursuant to [RCW 34.05](#), Part V 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) calendar days after service of the final decision.
- B. The filing of appeal shall not stay enforcement of the decision of the Board of Trustees.

19.100 Effective Date of Dismissal

The effective date of a dismissal for sufficient cause shall be such date subsequent to notification of the Board of Trustees' final written decision as determined in the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.).

19.110 Suspension During Procedure

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

Article 20: Grievance Procedures

It is the declared objective of the College and the Federation to encourage the prompt resolution of all complaints, misunderstandings, or other difficulties. Accordingly, the following grievance procedure is established to provide an orderly and expeditious procedure for this resolution.

20.10 Definition

A grievance is defined as a complaint or claim against the College by a faculty member, a group of faculty, or the Federation, arising out of the interpretation or application of, or any alleged violation by, the College of the terms of this Agreement.

20.20 Process: Step One

- A. The grievant and the Federation representative shall concurrently present the grievance to the appropriate Vice President.
- B. Such grievance shall be reduced to writing, dated, and signed by the grievant and the Federation representative and shall state the specific factual basis of the grievance and the remedy sought.
- C. The appropriate Vice President shall note receipt of the same by countersigning and dating the original grievance.
- D. The appropriate Vice President shall answer the grievance in writing within eight (8) working days after receipt of the grievance and shall concurrently send a copy of the answer to the grievant and the Federation representative.
- E. If the Vice President fails to respond within the time limit, the grievant and the Federation may automatically take the matter to Step Two.
- F. If requested by the Federation or the appropriate Vice President, at least one (1) meeting shall be held to discuss the grievance at Step One prior to the rendering of an answer.
 - 1. Such a request must be made, in writing, within five (5) working days after the receipt of the grievance.
 - 2. Any requested meeting shall be scheduled promptly, as to not unreasonably delay the grievance process. Absent exceptional circumstances, the meeting should occur within ten (10) working days after the request is made.

3. If a meeting is requested, the appropriate Vice President shall answer the grievance in writing within eight (8) working days after the meeting, consistent with this section (Article 20.20).

20.21 Process: Step Two

- A. If no settlement is reached at Step One, the Federation may present the written grievance to the College President, or designee.
 1. The Federation must be filed with the College President, or designee, not more than eight (8) working days after it is answered in Step One.
 2. The President, or designee, shall note receipt of the same by countersigning and dating the original grievance.
- B. Representative(s) of the Federation shall be present at any meeting called to consider the grievance at this step. The grievant and grievant's attorney may also be present.
- C. The College President, or designee, shall answer the grievance within eight (8) working days after receipt of the Step Two submission and shall concurrently send a copy of the answer to the grievant, the Federation representative, and the appropriate Vice President from Step One.
- D. When appropriate, the Federation may initiate a grievance at Step Two.
- E. If the President, or designee, fails to respond within the time limit, the Federation may automatically take the matter to Step Three.
- F. If requested by the Federation or the President, or designee, at least one (1) meeting shall be held to discuss the grievance at Step Two prior to the rendering of an answer.
 1. Such a request must be made, in writing, within five (5) working days after the receipt of the grievance.
 2. Any requested meeting shall be scheduled promptly, as to not unreasonably delay the grievance process. Absent exceptional circumstances, the meeting should occur within ten (10) working days after the request is made.
 3. If a meeting is requested, the President, or designee, shall answer the grievance in writing within eight (8) working days after the meeting, consistent with this section (Article 20.21).

20.22 Process: Step Three

- A. If no settlement is reached at Step Two, the Federation may, at its sole discretion, file for arbitration.
- B. The Federation must, within fifteen (15) working days after the date of the Step Two answer, file written notice to the College that the grievance shall be arbitrated provided that the grievance presents an arbitrable matter as herein defined.
- C. The demand to the Public Employment Relations Commission (PERC) for arbitration shall be submitted no later than thirty (30) working days after the Step Two response.

20.30 Timelines

- A. Any grievant(s) and the Federation may present a grievance within forty-five (45) working days after the occurrence of the event giving rise to the alleged violation or within forty-five (45) working days from the time the grievant(s) or the Federation has become aware of the alleged violation, whichever is later.
- B. In the event a grievant is on leave, the forty-five (45) day period shall begin upon return to regular employment.
- C. For purposes of this section (Article 20.30) the term “working days” shall mean the grievant’s or grievants’ scheduled contract days.
- D. The academic calendar adopted by the Board of Trustees shall be used to determine scheduled contract days.
- E. Time limits set out in this Article (Article 20) may be extended by mutual written agreement between the Federation and the College.

20.40 Arbitration

- A. Matters subject to arbitration shall be referred to the Public Employment Relations Commission (PERC) through a request by the Federation, for a list from which an arbitrator shall be selected using a striking process.
- B. Only grievances which involve an alleged violation by the College of a specific section or provision of this Agreement which are presented to the College in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.
- C. Hearings and other procedural matters shall be in accordance with the voluntary rules of the Public Employment Relations Commission (PERC), or American Arbitration Association, as appropriate. The decision of the

arbitrator shall be final and binding upon the College, the Federation, and the faculty member affected, consistent with the terms of this Agreement.

20.41 Arbitration Fees

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

20.42 Arbitrator's Jurisdiction (*formerly Article 20.100*)

- A. Jurisdiction of the arbitrator is limited to the following:
1. Adjudication of the issue which, under the express terms of this Agreement and any Submission Agreement, are subject to arbitration;
 2. Interpretation of the specific terms of the Agreement which are applicable to the particular issue presented to the arbitrator;
 3. 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;
 4. The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof;
 5. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other and the matters presented in any written briefs of the parties; and
 6. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written or oral briefs by the parties unless waived by the parties.
- B. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement.
- C. 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.
- D. No arbitrator shall have the authority to remand an issue back to the parties for negotiation.

20.50 Meeting Times

- A. Meetings, conferences, and hearings held under this Article (Article 20) shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- B. If a grievance meeting, at any step, or an arbitration hearing is held during working time, the grievant(s) and the Federation representatives shall be released with pay.

20.60 Communication / Service

Whenever grievances, answers, or appeals are required to be served upon the College President or the Federation, these will be emailed to relevant parties via their College email account and include both the College President and Federation President, or designee, in the addressees.

20.70 Termination of Employment

Any grievance pending arbitration shall in no way be prejudiced by the termination of employment of the grievant(s), and the College or any of its agents agrees not to use the fact that a former faculty member is no longer an employee in a grievance proceeding.

20.80 Grievant Protection

No grievance material shall be placed in the personnel file of faculty members exercising their rights under the grievance procedure. Neither shall such material be used in the evaluation reports, the promotional process, or any recommendation for job placement.

20.90 Consolidated Grievances

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

Appendix A: Annual Salary Schedule for Full-time Tenure and Tenure-Track Faculty (Article 5.10.A)

Step	ctcLink Step	Annual Salary (July 1, 2026)	Doctoral Degree Annual Salary (July 1, 2026)
Probationary Year 1, 2, 3,		\$87,171.65	\$91,530.23
1st Year of Tenure	1	\$91,530.23	\$96,106.74
2nd Year of Tenure	2	\$91,987.88	\$96,587.28
3rd Year of Tenure	3	\$92,447.82	\$97,070.22
4th Year of Tenure	4	\$92,910.06	\$97,555.57
5th Year of Tenure	5	\$93,374.61	\$98,043.34
6th Year of Tenure	6	\$93,841.49	\$98,533.56
7th Year of Tenure	7	\$94,310.69	\$99,026.23
8th Year of Tenure	8	\$94,782.25	\$99,521.36
9th Year of Tenure	9	\$95,256.16	\$100,018.97
10th Year of Tenure	10	\$95,732.44	\$100,519.06
11th Year of Tenure	11	\$96,211.10	\$101,021.66
12th Year of Tenure	12	\$96,692.16	\$101,526.76
13th Year of Tenure	13	\$97,175.62	\$102,034.40
14th Year of Tenure	14	\$97,661.50	\$102,544.57
15th Year of Tenure	15	\$98,149.80	\$103,057.29
16th Year of Tenure	16	\$98,640.55	\$103,572.58
17th Year of Tenure	17	\$99,133.76	\$104,090.44
18th Year of Tenure	18	\$99,629.42	\$104,610.90
19th Year of Tenure	19	\$100,127.57	\$105,133.95
20th Year of Tenure	20	\$100,628.21	\$105,659.62
21st Year of Tenure	21	\$101,131.35	\$106,187.92
22nd Year of Tenure	22	\$101,637.01	\$106,718.86
23rd Year of Tenure	23	\$102,145.19	\$107,252.45
24th Year of Tenure	24	\$102,655.92	\$107,788.71
25th Year of Tenure	25	\$103,169.20	\$108,327.66
26th Year of Tenure	26	\$103,685.04	\$108,869.30
27th Year of Tenure	27	\$104,203.47	\$109,413.64
28th Year of Tenure	28	\$104,724.49	\$109,960.71
29th Year of Tenure	29	\$105,248.11	\$110,510.51
30th Year of Tenure	30	\$105,774.35	\$111,063.07
31st Year of Tenure	31	\$106,303.22	\$111,618.38
32nd Year of Tenure	32	\$106,834.74	\$112,176.47
33rd Year of Tenure	33	\$107,368.91	\$112,737.36
34th Year of Tenure	34	\$107,905.75	\$113,301.04
35th Year of Tenure	35	\$108,445.28	\$113,867.55

Appendix B: Annual Salary Schedule for Full-time Temporary Faculty (Article 5.10.B)

Step	Annual Salary (July 1, 2026)	Doctoral Degree Annual Salary (July 1, 2026)
Step 1 (Years 1 through 3)	\$82,869.80	\$87,013.29
Step 2 (Years 4 through 6)	\$84,112.84	\$88,318.48
Step 3 (Years 7 on)	\$85,374.54	\$89,643.26

Appendix C: Quarterly Salary Schedule for Senior Associate Faculty (Article 5.10.C)

Rate Basis	Step 1 (Quarter 10 to Quarter 18)	Step 2 (Quarter 19+)
Non-HW/HD & Non-Nursing		
Quarterly Rate (at 1.000 FTEF)	\$21,511.16	\$21,614.10
General Theory Hourly Rate	\$143.41	\$144.09
Instructor-Directed Lab Hourly Rate	\$119.51	\$120.08
Supervised Self-Paced Lab Hourly Rate	\$107.56	\$108.07
Field-Based Experience Hourly Rate	\$89.63	\$90.06
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$71.70	\$72.05
Nursing		
Quarterly Rate (at 1.000 FTEF)	\$24,380.15	\$24,483.23
General Theory Hourly Rate	\$162.53	\$163.22
Instructor-Directed Lab Hourly Rate	\$135.45	\$136.02
Supervised Self-Paced Lab Hourly Rate	\$121.90	\$122.42
Field-Based Experience Hourly Rate	\$101.58	\$102.01
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$81.27	\$81.61
High Demand One (CS, CS&, STEM 103, STEM 105)		
Quarterly Rate (at 1.000 FTEF)	\$23,480.40	\$23,583.59
General Theory Hourly Rate	\$156.54	\$157.22
Instructor-Directed Lab Hourly Rate	\$130.45	\$131.02
Supervised Self-Paced Lab Hourly Rate	\$117.40	\$117.92
Field-Based Experience Hourly Rate	\$97.83	\$98.26
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$78.27	\$78.61
High Demand Two (ENGR, ENGR\$, STEM 102, STEM 298, IT, IT&, MFG T, MECH, CT)		
Quarterly Rate (at 1.000 FTEF)	\$22,904.64	\$23,007.72
General Theory Hourly Rate	\$152.70	\$153.38
Instructor-Directed Lab Hourly Rate	\$127.25	\$127.82
Supervised Self-Paced Lab Hourly Rate	\$114.52	\$115.04
Field-Based Experience Hourly Rate	\$95.44	\$95.87
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$76.35	\$76.69

Rate Basis	Step 1 (Quarter 10 to Quarter 18)	Step 2 (Quarter 19+)
High Demand Three (WELD, ACCT, ACCT&)		
Quarterly Rate (at 1.000 FTEF)	\$22,707.88	\$22,810.96
General Theory Hourly Rate	\$151.39	\$152.07
Instructor-Directed Lab Hourly Rate	\$126.15	\$126.73
Supervised Self-Paced Lab Hourly Rate	\$113.54	\$114.05
Field-Based Experience Hourly Rate	\$94.62	\$95.05
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$75.69	\$76.04
High Demand Four (MC, HCM 128, HCM 180, HCM181, HCM 182, HCM 187)		
Quarterly Rate (at 1.000 FTEF)	\$22,421.56	\$22,524.62
General Theory Hourly Rate	\$149.48	\$150.16
Instructor-Directed Lab Hourly Rate	\$124.56	\$125.14
Supervised Self-Paced Lab Hourly Rate	\$112.11	\$112.62
Field-Based Experience Hourly Rate	\$93.42	\$93.85
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$74.74	\$75.08
High Demand Five (AMT, AMT&, AVIO, ENG T, HLTH 231, HLTH 232, HLTH 241, HLTH 242, HLTH 243)		
Quarterly Rate (at 1.000 FTEF)	\$22,223.04	\$22,326.04
General Theory Hourly Rate	\$148.15	\$148.84
Instructor-Directed Lab Hourly Rate	\$123.46	\$124.03
Supervised Self-Paced Lab Hourly Rate	\$111.12	\$111.63
Field-Based Experience Hourly Rate	\$92.60	\$93.03
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$74.08	\$74.42

Appendix D.1: Quarterly Salary Schedule for Associate Faculty for work up to, and including, 1.000 FTEF (Article 5.10.D)

Rate Basis	Step 1 Quarters 1-9	Step 2 Quarters 10-18	Step 3 Quarters 19+
Non-HW/HD & Non-Nursing			
Quarterly Rate (at 1.000 FTEF)	\$20,485.33	\$20,587.75	\$20,690.70
General Theory Hourly Rate	\$136.57	\$137.25	\$137.94
Instructor-Directed Lab Hourly Rate	\$113.81	\$114.38	\$114.95
Supervised Self-Paced Lab Hourly Rate	\$102.43	\$102.94	\$103.45
Field-Based Experience Hourly Rate	\$85.36	\$85.78	\$86.21
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$68.28	\$68.63	\$68.97
Nursing			
Quarterly Rate (at 1.000 FTEF)	\$23,353.67	\$23,456.75	\$23,559.77
General Theory Hourly Rate	\$155.69	\$156.38	\$157.07
Instructor-Directed Lab Hourly Rate	\$129.74	\$130.32	\$130.89
Supervised Self-Paced Lab Hourly Rate	\$116.77	\$117.28	\$117.80
Field-Based Experience Hourly Rate	\$97.31	\$97.74	\$98.17
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$77.85	\$78.19	\$78.53
High Demand One (CS, CS&, STEM 103, STEM 105)			
Quarterly Rate (at 1.000 FTEF)	\$22,454.31	\$22,557.00	\$22,660.19
General Theory Hourly Rate	\$149.70	\$150.38	\$151.07
Instructor-Directed Lab Hourly Rate	\$124.75	\$125.32	\$125.89
Supervised Self-Paced Lab Hourly Rate	\$112.27	\$112.78	\$113.30
Field-Based Experience Hourly Rate	\$93.56	\$93.99	\$94.42
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$74.85	\$75.19	\$75.53
High Demand Two (ENGR, ENGR\$, STEM 102, STEM 298, IT, IT&, MFG T, MECH, CT)			
Quarterly Rate (at 1.000 FTEF)	\$21,878.63	\$21,981.24	\$22,084.32
General Theory Hourly Rate	\$145.86	\$146.54	\$147.23
Instructor-Directed Lab Hourly Rate	\$121.55	\$122.12	\$122.69
Supervised Self-Paced Lab Hourly Rate	\$109.39	\$109.91	\$110.42
Field-Based Experience Hourly Rate	\$91.16	\$91.59	\$92.02
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$72.93	\$73.27	\$73.61

Rate Basis	Step 1 Quarters 1-9	Step 2 Quarters 10-18	Step 3 Quarters 19+
High Demand Three (WELD, ACCT, ACCT&)			
Quarterly Rate (at 1.000 FTEF)	\$21,681.93	\$21,784.48	\$21,887.37
General Theory Hourly Rate	\$144.55	\$145.23	\$145.92
Instructor-Directed Lab Hourly Rate	\$120.46	\$121.02	\$121.60
Supervised Self-Paced Lab Hourly Rate	\$108.41	\$108.92	\$109.44
Field-Based Experience Hourly Rate	\$90.34	\$90.77	\$91.20
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$72.27	\$72.61	\$72.96
High Demand Four (MC, HCM 128, HCM 180, HCM181, HCM 182, HCM 187)			
Quarterly Rate (at 1.000 FTEF)	\$21,395.60	\$21,498.16	\$21,601.22
General Theory Hourly Rate	\$142.64	\$143.32	\$144.01
Instructor-Directed Lab Hourly Rate	\$118.86	\$119.43	\$120.01
Supervised Self-Paced Lab Hourly Rate	\$106.98	\$107.49	\$108.01
Field-Based Experience Hourly Rate	\$89.15	\$89.58	\$90.01
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$71.32	\$71.66	\$72.00
High Demand Five (AMT, AMT&, AVIO, ENG T, HLTH 231, HLTH 232, HLTH 241, HLTH 242, HLTH 243)			
Quarterly Rate (at 1.000 FTEF)	\$21,197.12	\$21,299.64	\$21,402.64
General Theory Hourly Rate	\$141.31	\$142.00	\$142.68
Instructor-Directed Lab Hourly Rate	\$117.76	\$118.33	\$118.90
Supervised Self-Paced Lab Hourly Rate	\$105.99	\$106.50	\$107.01
Field-Based Experience Hourly Rate	\$88.32	\$88.75	\$89.18
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$70.66	\$71.00	\$71.34

Appendix D.2: Quarterly Salary Schedule for Excess Workload for all Faculty (Article 5.10.E)

Rate Basis	Step 1 Quarters 1-9	Step 2 Quarters 10-18	Step 3 Quarters 19+
Non-HW/HD & Non-Nursing			
Quarterly Rate (at 1.000 FTEF)	\$19,509.84	\$19,607.38	\$19,705.43
General Theory Hourly Rate	\$130.07	\$130.72	\$131.37
Instructor-Directed Lab Hourly Rate	\$108.39	\$108.93	\$109.47
Supervised Self-Paced Lab Hourly Rate	\$97.55	\$98.04	\$98.53
Field-Based Experience Hourly Rate	\$81.29	\$81.70	\$82.11
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$65.03	\$65.36	\$65.68
Nursing			
Quarterly Rate (at 1.000 FTEF)	\$22,255.36	\$22,353.29	\$22,451.69
General Theory Hourly Rate	\$148.37	\$149.02	\$149.68
Instructor-Directed Lab Hourly Rate	\$123.64	\$124.18	\$124.73
Supervised Self-Paced Lab Hourly Rate	\$111.28	\$111.77	\$112.26
Field-Based Experience Hourly Rate	\$92.73	\$93.14	\$93.55
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$74.18	\$74.51	\$74.84
High Demand One (CS, CS&, STEM 103, STEM 105)			
Quarterly Rate (at 1.000 FTEF)	\$21,394.54	\$21,492.34	\$21,590.62
General Theory Hourly Rate	\$142.63	\$143.28	\$143.94
Instructor-Directed Lab Hourly Rate	\$118.86	\$119.40	\$119.95
Supervised Self-Paced Lab Hourly Rate	\$106.97	\$107.46	\$107.95
Field-Based Experience Hourly Rate	\$89.14	\$89.55	\$89.96
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$71.32	\$71.64	\$71.97
High Demand Two (ENGR, ENGR\$, STEM 102, STEM 298, IT, IT&, MFG T, MECH, CT)			
Quarterly Rate (at 1.000 FTEF)	\$20,843.56	\$20,941.29	\$21,039.50
General Theory Hourly Rate	\$138.96	\$139.61	\$140.26
Instructor-Directed Lab Hourly Rate	\$115.80	\$116.34	\$116.89
Supervised Self-Paced Lab Hourly Rate	\$104.22	\$104.71	\$105.20
Field-Based Experience Hourly Rate	\$86.85	\$87.26	\$87.66
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$69.48	\$69.80	\$70.13

Rate Basis	Step 1 Quarters 1-9	Step 2 Quarters 10-18	Step 3 Quarters 19+
High Demand Three (WELD, ACCT, ACCT&)			
Quarterly Rate (at 1.000 FTEF)	\$20,656.22	\$20,753.90	\$20,852.07
General Theory Hourly Rate	\$137.71	\$138.36	\$139.01
Instructor-Directed Lab Hourly Rate	\$114.76	\$115.30	\$115.84
Supervised Self-Paced Lab Hourly Rate	\$103.28	\$103.77	\$104.26
Field-Based Experience Hourly Rate	\$86.07	\$86.47	\$86.88
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$68.85	\$69.18	\$69.51
High Demand Four (MC, HCM 128, HCM 180, HCM181, HCM 182, HCM 187)			
Quarterly Rate (at 1.000 FTEF)	\$20,380.83	\$20,478.50	\$20,576.66
General Theory Hourly Rate	\$135.87	\$136.52	\$137.18
Instructor-Directed Lab Hourly Rate	\$113.23	\$113.77	\$114.31
Supervised Self-Paced Lab Hourly Rate	\$101.90	\$102.39	\$102.88
Field-Based Experience Hourly Rate	\$84.92	\$85.33	\$85.74
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$67.94	\$68.26	\$68.59
High Demand Five (AMT, AMT&, AVIO, ENG T, HLTH 231, HLTH 232, HLTH 241, HLTH 242, HLTH 243)			
Quarterly Rate (at 1.000 FTEF)	\$20,191.80	\$20,289.43	\$20,387.53
General Theory Hourly Rate	\$134.61	\$135.26	\$135.92
Instructor-Directed Lab Hourly Rate	\$112.18	\$112.72	\$113.26
Supervised Self-Paced Lab Hourly Rate	\$100.96	\$101.45	\$101.94
Field-Based Experience Hourly Rate	\$84.13	\$84.54	\$84.95
Counseling, Library, Advising, Non-Instructional Hourly Rate	\$67.31	\$67.63	\$67.96

Appendix E: Other Payment Schedules

E.1 Special Projects

The following compensation shall apply to special student projects:

- A. Each portfolio evaluation for experiential learning shall be compensated per the equation below for a maximum of four (4) hours per evaluator.

$$\# \text{ of hours} / 300 \text{ hours} \times \text{Appendix D.2 Rate of Pay}$$

- B. Each course challenge shall be compensated per the equation below for a maximum of three (3) hours per challenge.

$$\# \text{ of hours} / 300 \text{ hours} \times \text{Appendix D.2 Rate of Pay}$$

- C. Each special project (99, 199, 299) shall be compensated per the equation below for a maximum of five (5) hours per student project.

$$\# \text{ of hours} / 300 \text{ hours} \times \text{Appendix D.2 Rate of Pay}$$

E.2 Community Service Classes

- A. The community service class hourly rate shall be 0.25 percent of 1.000 FTEF at Step 1 of the Appendix D.2 Rate of Pay (i.e. 0.25 percent of the quarterly rate of pay for an associate faculty member, without office hours, at Step 1 and 1.000 FTEF).
- B. If the fees collected from student enrollment are inadequate for the class to be self-supported, the rate shall be 65% of the actual student fees collected instead of the normal hourly rate.

E.3 Stipends

- A. Work paid pursuant to a stipend consists of duties which are extra and separate from a faculty member's normal duties.
- B. Human Resources shall maintain a complete list of work paid pursuant to a stipend on the Intranet. Faculty can find a complete list of these activities on the Intranet.
- C. The Contract Administration Committee shall set the stipend amounts and guidelines for all activities paid pursuant to a stipend and shall approve any changes.
- D. Stipend amounts shall be based upon agreed-upon estimates of the time required to complete the activity.

- E. Stipend amounts shall be re-evaluated by the Contract Administration Committee during the Spring quarter.
- F. Nothing herein shall be construed to require the College to maintain such activities or assignments.
- G. It is understood that the stipend amounts paid are full compensation for such activities and that no additional compensation shall be required in the event the activity (or any portion thereof) generates student credit.

E.4 Fourth Quarter

- A. Full-time faculty who are assigned to the Cosmetology or Aviation/Avionics programs and assigned, during Summer quarter, a 100% workload pursuant to Article 17 and the additional responsibility as outlined in Article 14 at a level similar to the three regular academic year quarters shall be paid 30.12% of their annual full-time salary pursuant to Article 5 for this work.
- B. Full-time faculty assigned a workload during summer quarter and who are not covered by the paragraph above shall receive the applicable rate specified in Appendix D.1. Assigned responsibilities beyond Associate Faculty duties (Article 14.20) may be contracted for in addition to the above payment. Nothing herein shall be construed to require a faculty member to accept such an assignment or to require the College to conduct any level of activity.

E.5 Compensation For Sabbatical

- A. Compensation for sabbatical shall be compensated at one-hundred percent (100%) of base salary for all quarters of the approved sabbatical to the extent permitted by RCW 28B.10.650.
- B. Should the compensation to be paid pursuant to E.5.A exceed the statutory limits of RCW 28B.10.650, the following shall apply;
 - 1. If only one faculty member has been approved for sabbatical, their compensation shall be reduced to the maximum permitted by the statute.
 - 2. If more than one faculty member has been approved for sabbatical, the College and the Federation shall enter into a memorandum of understanding regarding the specific rate of pay for each faculty member during the period of their approved leave.

E.6 Shift Differential

Faculty assigned class sections, contact hours, or duty hours occurring at or after 4:45 p.m. and/or assigned contact or duty hours starting at 5:00 p.m. or later will be paid a shift differential of five percent (5%) of the applicable associate faculty quarterly rate in [Appendix D](#) per quarter prorated according to the percent of load

attached to the classes occurring at or after 4:45 p.m. or the contact or duty hours occurring at 5:00 p.m. or later. For purposes of this section, weekend assignments are considered to be after 4:45 p.m.

E.7 Office Hour Rate

Faculty shall be paid for office hours assigned by the Vice President of Instruction, or designee, in excess of their obligations under section 14.50.A.11 using the following formula:

$$\# \text{ of hours} / 300 \text{ hours} \times \text{Appendix D.2 Rate of Pay}$$

E.8 Nonstate-Funded Classes

Notwithstanding any other provision of this Appendix, compensation paid to faculty not otherwise employed by the College in conjunction with agreements where the source of funding is not the SBCTC shall be in accordance with the terms of such agreements. Provided, however, nothing herein shall be construed to reduce the basis for compensation for any faculty member employed at the adoption of this Agreement.

E.9 Student Overloads

A. Instructional Course Overloads

Faculty shall be paid for overloads (i.e. students enrolled in a course section above the course cap) using the following formula:

$$\# \text{ of Students above Cap} \times \text{Credits} / 300 \times \text{Appendix D.2 Rate of Pay}$$

B. Advising Overloads

Faculty shall be paid for overloads (i.e. student advisees above the contractual maximum in Article 14.80) using the following formula:

$$\# \text{ of Students} / 300 \times \text{Appendix D.2 Rate of Pay}$$

E.10 Department Head Compensation

A. All Department Heads shall receive a 0.333 FTEF Reassigned Time during Fall, Winter, and Spring quarters, except as noted below.

1. The department head for the Library Media Services, Entry Advising and College Success, and Counseling, Human Development, and Human Services departments may receive a 0.333 FTEF special assignment (i.e. a “moonlight”) during Fall, Winter, and Spring quarters.

- B. All Department Heads shall receive a 0.083 FTEF based on Appendix D.2 Special Assignment during Summer quarter.
 - 1. The Department Head may delegate their duties and compensation to another faculty member during the summer quarter with the consent of the delegee and the appropriate administrator.
 - 2. Department Heads who decline to carry out department head duties during the Summer Quarter shall not receive the compensation outlined in E.10.B
- C. Department Heads for Departments with a combined FTEF of 15.000 or greater shall receive an additional non-FTEF bearing stipend equivalent to 0.050 FTEF of their Appendix D.1 rate of pay per quarter during the regular academic year for purposes of quarterly schedule development.
- D. Department Heads, or delegee, approved by the appropriate administrator, in departments containing professional technical programs and with responsibility for administering technical advisory committees shall receive an additional, non-FTEF bearing stipend equivalent to 0.05 FTEF of their Appendix D.1 rate of pay per quarter during the regular academic year. This stipend may be divided amongst multiple faculty with this responsibility, with the prior approval of the appropriate administrator.
- E. All incoming first-time or returning after a three year break in service, Department Heads shall receive a 0.05 additional, non-FTEF bearing stipend equivalent to 0.05 FTEF of their Appendix D.1 rate of pay per quarter, along with training by the existing Department Head and the appropriate administrator and access to relevant tools and materials for onboarding in the Spring quarter before the new Department Head's term begins.

E.11 Mentorship Compensation

- A. Senior Associate Mentorship Pool
 - 1. Faculty who join the mentorship pool pursuant to section 12.80.B.1 shall receive a one time stipend \$500 upon completion of the initial training session(s).
 - 2. Faculty who continue to participate in the mentorship pool shall receive a quarterly stipend of \$200 upon completion of quarterly training sessions pursuant to section 12.80.B.2.
 - 3. Faculty who are selected and served as mentors pursuant to sections 12.80.D and 12.80.E shall receive a quarterly stipend of \$400, exclusive of summer quarter, at the end of each applicable quarter.

E.12 Course Cancellation

In the event of a Faculty member's class(es) being canceled and a replacement assignment not being made, consistent with Article 17, the Faculty member will be compensated by the College as follows:

- A. If the course is canceled or reassigned less than one week before the scheduled start of the quarter, they will be paid a non-FTEF bearing stipend equivalent to 0.01 FTEF of their Appendix D.2 rate of pay per quarter.
- B. If the course is canceled or reassigned after the first day of the quarter, they will be paid a non-FTEF bearing stipend equivalent to 0.01 FTEF of their Appendix D.2 rate of pay per quarter plus the salary for the percentage of the course actually taught.

Appendix F: Letters of Agreements and Memoranda of Understanding

Human Resources maintains an updated list of all current Letters of Agreement (LOA) and Memoranda of Understanding (MOU) which can be accessed on the [Intranet page](#) under Human Resources>Collective Bargaining Agreements>AFT Faculty List of Agreements.

Appendix G

[RESERVED FOR FINAL FORMS CURRENTLY BEING NEGOTIATED]

Appendix H

[RESERVED FOR FINAL FORMS CURRENTLY BEING NEGOTIATED]

Appendix I: Sabbatical Leaves

Sabbatical Leaves are governed by Article 12. The College grants sabbatical leaves to tenured faculty in order to help accomplish the College's educational mission. The purpose of a sabbatical leave shall be to improve the professional skills of the faculty member through study, research, and creative work activities could include (but not limited to) study, travel, writing, work on advanced degrees, return to industry, or any other activity (i.e. workshops, conferences, seminars) that will accomplish the goal of professional development of the faculty member or the goal of program improvement, both in ways which serve the interests of the College.

Forms:

- I.1: Application for Sabbatical Leave
- I.2: Sabbatical Leave Application Administrative Input
- I.3: Sabbatical Leave Committee Recommendations
- I.4: Need for Additional Qualified Faculty

Appendix I.1: Application for Sabbatical Leave

When completing your application, indicate the proposed time frame for the proposed activities. If travel is part of your proposal, include a tentative itinerary.

NAME: _

DATE OF LAST SABBATICAL (Quarter(s) and Year(s)): ____

Check all quarters for which you are applying:

____ Fall

____ Winter

____ Spring

1. Please provide a short title and summary of your leave proposal (one to two sentences):

2. Have you been notified by the College President that because of potential program change, program reduction, or program termination you may not effectively be assigned? (per Negotiated Agreement [Article 12.55](#))

____ NO

____ YES (Attach a copy of notice letter.)

3. Please attach a detailed proposal describing your proposed leave activities and how your leave will promote individual improvement, professional growth and/or the interest of the College. The following may be considered (but should not be determined exclusive) in determining merit under this criterion:

- a. value of project or plan in relationship to applicant's academic responsibilities;

- b. value of project or plan in relationship to the strategic plan, goals and mission of the College;
- c. applicant's need for new or additional knowledge in subject or field to be studied; and/or
- d. applicant's need for new or additional knowledge/skills in pedagogy and/or instructional technology.

If you are proposing a multiple-quarter sabbatical request, please provide a quarterly timeline of the activities in which you will be engaged.

Appendix I.2: Sabbatical Leave Application Administrative Input

Applicant's Name: _____

Date proposal received: _____

As the applicant's appropriate administrator, please complete the following questions and return this form to the applicant within 10 working days from date received, after meeting with the applicant to discuss the application.

A. Are other faculty available to fulfill the applicant's duties during the requested period of leave?

_____ YES _____ NO _____ NA

B. Please comment on each of the following areas.

1. value of project or plan in relationship to applicant's academic responsibilities;
2. value of project or plan in relationship to the strategic plan, goals and mission of the College;
3. applicant's need for new or additional knowledge in subject or field to be studied; and/or
4. applicant's need for new or additional knowledge/skills in pedagogy and/or instructional technology.

Date applicant and administrator met: _____

Date application returned to applicant: _____

Optional Comments:

Appropriate Administrator's Signature: _____

Appendix I.3: Sabbatical Leave Committee Recommendations

The College President shall receive the recommendations of the Sabbatical Leave Committee and shall submit those recommendations as received to the Board of Trustees in a timely manner. The Sabbatical Leave Committee and all recommended leave applicants shall receive copies of written administrative recommendations to the Board of Trustees.

Ranking and recommendation(s) of the Sabbatical Leave Committee (in descending order)

	Name	Proposal Title	Quarter(s)	Recommended (Yes/No)	Notes
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Appendix I.4: Need for Additional Qualified Faculty (Article 12.55)

Per Article 12.55, if the College President has determined that a faculty member cannot effectively be assigned because of potential program change, program reduction, or program elimination, the College President shall immediately advise the faculty member so affected. At the same time, the College President shall provide to the faculty member a list of those programs or disciplines that may need additional qualified faculty. Such affected employees shall need tentative approvals from the appropriate administrators before proposing retraining in a given area on that list.

1. Applicant's Name: _____
2. Date of College President's notifications (Attach a copy of notification.): _____
3. Proposed Relocation Department: _____
4. Tentative approval for retraining is: :_____ACCEPTABLE _____NOT
ACCEPTABLE
5. Appropriate Administrator Signature:: _____

Appendix J: Exceptional Faculty Awards

J.1 PURPOSE:

Exceptional faculty awards are made to faculty who demonstrate exceptional, noteworthy accomplishments in carrying out their professional activities. The awards granted are to enable recipients to pursue opportunities for individual professional development, promoting exceptional student outcomes, and program enhancement at Everett Community College. The Exceptional Faculty Award program is an ongoing program funded by state and Foundation money and is not intended to replace existing awards.

J.2 ELIGIBILITY:

Full-time, Senior Associate, and Associate faculty who have completed at least two FTEF (6.000 FTEF) years of academic employment for the College may apply or be nominated individually or collectively. An award recipient can not submit a new application for a period of three years subsequent to that award.

J.3 AWARD AMOUNT:

The screening committee shall recommend up to \$5,000 for each individual or group award recipient.

J.4 AWARD PROGRAM

The application essay will demonstrate that the nominee will have met ONE or more of the following criteria:

J.5 CRITERIA:

- A. Exceptional professional accomplishments and contributions to one's discipline:
 - 1. Praiseworthy scholarly, academic or technical contributions to one's field.
 - 2. Leadership in and extensive service to professional organizations.
 - 3. Recognition by professional peers.
- B. Exceptional classroom performance and student impact:
 - 1. Creation of a classroom environment that motivates students in learning, critical thinking and creative discourse.
 - 2. Innovation and currency in pedagogy and content in the classroom.
 - 3. Exemplary mentoring and special assistance to students.

4. High levels of empathy for and inclusiveness of all students in various campus settings.
 5. Extensive leadership and service in student and community groups, especially those promoting diversity.
- C. Exceptional professional contributions to the college or to the community:
1. Outstanding service to the college or community beyond her/his contractual duties.
 2. Innovative leadership in campus and community groups and organization

Appendix K: Faculty Departments

All faculty of the College shall be assigned to one of the following departments:

1. Advanced Manufacturing
2. Arts - Visual and Performing
3. Aviation Maintenance Technology
4. Business
5. Chemistry
6. Communication Studies
7. Cosmetology
8. Counseling, Human Development, and Human Services
9. Early Childhood Education and Education
10. Engineering and Computer Science
11. English
12. Entry Advising and College Success
13. Health Sciences
14. Humanities
15. Information Technology
16. Library and Media Services
17. Life Sciences
18. Mathematics
19. Nursing
20. Physical Sciences
21. Public Safety
22. Social Sciences

23. Transitional Studies

24. Welding and Fabrication

Appendix L: Committee List

L.1.

Active participation and engagement as a member of standing committees, governance bodies, or other organized College activities constitute service to the College pursuant to section 14.10.A.3. The following is a non-exhaustive list of examples of such activities:

- A. Active and substantial participation in the planning or execution of co-curricular or extra-curricular student life activities.
- B. Actively serving as a faculty advisor to a registered student organization
- C. Activities Directly in support of EvCC Foundation (e.g., reviewing scholarship applications)
- D. Advisory Boards/Committees (except as compensated pursuant to Appendix E.10.D)
- E. Appointment Review Committee
- F. Assessment Committee
- G. Budget Advisory Group
- H. Campus Council
- I. College-wide Task Forces
- J. Contract Administration Committee
- K. Department-level Task Forces or Committees (standing or ad-hoc)
- L. Division-level Task Forces or Committees (standing or ad-hoc)
- M. Equity & Social Justice Committee
- N. Exceptional Faculty Awards Committee
- O. Faculty Development Committee
- P. Faculty Senate
- Q. Faculty Senate Council
- R. Guided Pathways Steering Committee
- S. Health and Safety Committee

- T. Instructional Council
- U. Institutional Review Board
- V. Providing Federation Representation Pursuant to Article 18 and/or Article 20
- W. Sabbatical Leave Committee
- X. Scholarship Committee
- Y. Search/Hiring Committees
- Z. Serving as the election officer identified in Article 8.30.
- AA. Strategic Enrollment Management Committee
- BB. Technology Advisory Group

L.2.

Other activities that support the College that are not explicitly enumerated or substantially similar to those activities listed in L.1 may satisfy the expectations of section 14.10.A.3 upon the prior written agreement of the faculty member and the appropriate administrator.

- a. Questions regarding whether an activity satisfies the expectations of section 14.10.A.3 shall first be resolved through consultation between the faculty member and the appropriate administrator.
- b. In the unlikely event of unresolved disagreement, the question shall be forwarded to the Contract Administration Committee for review.
 - i. The Contract Administration Committee shall provide a written recommendation as to whether or not the activity satisfies the expectations of section 14.10.A.3.
 - ii. Any members of the Contract Administration Committee directly involved in the dispute shall recuse themselves from any discussion, deliberation, or recommendation related to the dispute.

L.3.

The College shall publish online a list of vacancies on standing committees, governance bodies, etc. along with the associated bylaws, charges, or other guidelines governing participation.

L.4

Nothing in this Appendix requires any of the committees, governance bodies, or other College-organized activities listed in L.1 to include specific employees in their membership, nor does it require such entities to operate or otherwise exist.

L.5.

Upon a request for negotiations for a successor agreement pursuant to Article 1.50.A, the College and the Federation will agree, in writing, on a reasonable number of full-time faculty to be released from their obligations pursuant to section 14.10.A.3 for the duration of negotiations and the academic year following. This number shall be no less than 5 and no greater than 10 faculty at one time. Nothing herein requires the College and the Federation to explicitly agree on any other bargaining ground rules in writing.

Memorandum of Understanding
between
Everett Community College, Community and Technical College District V
&
AFT Everett Higher Education Local 1873, AFT Washington, AFL/CIO
Aggregation of Student Feedback and Reflection (2026-2029)

This Memorandum of Understanding (this "MOU") by and between the Board of Trustees of Everett Community College, State of Washington Community and Technical College District V, (the "College") and the American Federation of Teachers Everett Higher Education Local 1783, American Federation of Teachers Washington, AFL/CIO ("AFT") addresses the analysis of student feedback and reflection as outlined herein.

WHEREAS the College and AFT have agreed as part the 2026-2029 Collective Bargaining Agreement (the "CBA") that "[s]tudents will have the opportunity to provide structured feedback and reflection on their learning in all courses, using questionnaire agreed to by the College and the Federation, regardless of the instructor's appointment status, course modality, or if the course is an overload/moonlight" (see Article 13.100).

Therefore, the College and AFT agree to the following:

1. For the duration of the 2026-2029 Collective Bargaining Agreement, any analysis of aggregated student feedback and reflection collected pursuant to Article 13.100 of the CBA may only be conducted by mutual agreement between the College and the Federation.

Effect of this MOU

The College and AFT agree this MOU is effective only if this MOU and the 2026-2029 Collective Bargaining Agreement are executed no later than June 30, 2026.

AFT Everett Higher Education Local 1873, AFT, AFL/ CIO

By: _____
Nina Benedetti

Date

President

Everett Community College

By: _____
Jerry Martin

Date

Chair, Board of Trustees

Memorandum of Understanding
between
Everett Community College, Community and Technical College District V
&
AFT Everett Higher Education Local 1873, AFT Washington, AFL/CIO
Computing Laboratory Course Workload for 2026-2027

This Memorandum of Understanding (this "MOU") by and between the Board of Trustees of Everett Community College, State of Washington Community and Technical College District V, (the "College") and the American Federation of Teachers Everett Higher Education Local 1783, American Federation of Teachers Washington, AFL/CIO ("AFT") outlines the agreed upon procedure related to the determination of faculty workload(s) for laboratory courses during the 2026-2027 and 2027-2028 academic years.

WHEREAS Article 17.20 of the 2022-2025 Collective Bargaining Agreement between the College and AFT treated "Science Laboratory" and "Other Laboratory" as having distinct modes and scheduled student contact hours, as those terms were understood in that collective bargaining agreement.

WHEREAS the collective bargaining agreements between the College and AFT for at least thirty years included a distinction between "science laboratory" and "other laboratories", however identified or named, with respect to faculty workload.

WHEREAS the 2026-2029 Collective Bargaining Agreement between the College and AFT replaced the distinction between "Science Laboratory" and "Other Laboratory" with a schema that determines faculty workload as a function of the broad instructional structure of the course.

WHEREAS the current workload for faculty attributed to laboratory courses does not align with this new schema, nor does it directly cross-walk.

WHEREAS there is insufficient time prior to the 2026-2027 academic year to reasonably determine the attributable workload for laboratory classes under the new schema.

Therefore, the College and AFT agree to the following:

1. For academic year 2026-2027, all courses with workload based on the "Science Laboratory – 18" mode, as defined by Article 17.20.A.2 of the 2022-2025 Collective Bargaining Agreement, will have their workload determined pursuant to:

$$\text{FTEF} = (0.833 \times \text{Student Contact Hours}) / 15$$

Equivalent to mode formerly known as "18 Mode"

2. For academic year 2026-2027, except as noted below in item 3, all courses with workload based on the "Other Laboratory – 20" mode, as defined by Article 17.20.A.3 of the 2022-2025 Collective Bargaining Agreement, will have their workload determined pursuant to:

$$\text{FTEF} = (0.833 \times \text{Student Contact Hours}) / 15$$

Equivalent to mode formerly known as "18 Mode"

3. For academic year 2026-2027, all nursing clinicals will continue will continue have their workload determined pursuant to:

$$\text{FTEF} = (0.750 \times \text{Student Contact Hours}) / 15$$

Equivalent to mode formerly known as "20 Mode"

4. During the 2026-2027 academic year, the College will cause to be initiated updates to the Course Record Form for all current laboratory classes. Such updates will be conducted through the College's existing procedures for updating Course Record Forms.
5. In the event a specific course's Course Record Form is not updated before academic year 2027-2028, the course will have their workload determined pursuant to:

$$\text{FTEF} = (0.750 \times \text{Student Contact Hours}) / 15$$

Equivalent to mode formerly known as "20 Mode"

Effect of this MOU

The College and AFT agree this MOU is in effect for the 2026-2027 and 2027-2028 academic years.

AFT Everett Higher Education Local 1873, AFT, AFL/ CIO

By: _____
Nina Benedetti

Date

President

Everett Community College

By: _____
Jerry Martin

Date

Chair, Board of Trustees

**Memorandum of Understanding
between
Everett Community College, Community and Technical College District V
&
AFT Everett Higher Education Local 1873, AFT Washington, AFL/CIO**

Associate Faculty Retention Payment

This Memorandum of Understanding (this “MOU”) by and between the Board of Trustees of Everett Community College, State of Washington Community and Technical College District V, (the “College”) and the American Federation of Teachers Everett Higher Education Local 1783, American Federation of Teachers Washington, AFL/CIO (“AFT”) provides for a one-time retention payment to associate faculty employed by the College.

WHEREAS associate faculty are an important part of the College's workforce, providing flexible instruction that enables the College to respond to enrollment fluctuations

WHEREAS associate faculty in professional technical disciplines bring real-world experience to the classroom, offering students practical and career relevant instruction.

WHEREAS changes to Article 17.10 of the Collective Bargaining Agreement between the College and AFT prioritizes access to workload assignments for senior associate faculty and full-time faculty overloads (i.e. moonlights) over that of associate faculty.

WHEREAS the College seeks to recognize and retain its current associate faculty.

Therefore, the College and AFT agree to the following:

1. The College will make a one-time lump sum retention payment to each associate faculty member as of June 30, 2026.
 - a. The payment will be equal to 5% their 2025-2026 Appendix D rate of pay times their FTEF for the 2025-2026 academic year (i.e. Summer 2025 through Spring 2026).
 - b. The payment will not include stipends, time-sheeted hours, and non-FTEF bearing workload.
 - c. The payment will not include courses taught through the College's Corporate and Continuing Education Center division.
 - d. The payment will not include or otherwise be subject to any premiums not listed in Appendix D (e.g. Nurse Educator earmarks, high wage or high demand earmarks, etc.)
2. The payment will be limited to faculty whose primary appointment with the College during the 2025-2026 academic year was that of an associate faculty member.
3. The payment will be included in the paycheck scheduled to be deposited on or about July 10, 2026.
4. The payments will not constitute an “applicable increase” under Article 5 of the Collective Bargaining or otherwise create any ongoing financial obligations to the College beyond the lump sum payment.
5. The specific amounts to be paid to each associate faculty member are listed in Appendix A to this MOU.

Effect of this MOU

The College and AFT agree this MOU is effective upon only if this MOU and a successor Collective Bargaining Agreement are executed no later June 30, 2026.

AFT Everett Higher Education Local 1873, AFT, AFL/ CIO

By: _____
_Nina Benedetti
President

Date

Everett Community College

By: _____
_Jerry Martin
Chair, Board of Trustees

Date

Appendix A

Name	Retention Payment
Abrahamson, Jason	\$ 296.33
Adolphsen, Elizabeth L.	\$ 2,161.04
Al Attal, Obada Hasan	\$ 1,487.97
Allison, Matthew	\$ 640.20
Aquino Jr, Wilfredo S	\$ 1,916.79
Araniva, Mauricio Alexander	\$ 1,274.03
Avery, Randi	\$ 1,077.55
Azam, Emili N	\$ 203.39
Bailey III, Basil Page	\$ 415.65
Bailey, Curtis	\$ 1,009.25
Bertrand, Britney K	\$ 462.98
Blanchard, Anne L	\$ 384.12
Blankenship, Samantha Nicole	\$ 66.55
Blue, Adam C	\$ 66.55
Bontrager, Linda W.Y.	\$ 2,960.91
Boshart, Nina Kristine	\$ 1,674.71
Boyd, Kirsti	\$ 1,333.86
Bustad, Andraya Leann	\$ 2,677.38
Call, Shannon M	\$ 2,005.96

Name	Retention Payment
Centeno, Efrain	\$ 2,240.69
Chen, Rong	\$ 42.78
Cochran, Tyler M	\$ 101.42
Cook, Kathy	\$ 253.53
Coulson, Scott G	\$ 207.03
Davis, Anna	\$ 422.56
Davison, Erin A	\$ 3,503.56
Del Vecchio, Hollie M	\$ 2,535.37
Dennistoun, Autumn Annalise	\$ 562.00
Dennistoun, Heidi L Nielsen	\$ 1,830.68
Dmitrovsky, Dinara	\$ 1,436.73
Dobbins, Catherine	\$ 1,276.55
Dode, Pragati Amol	\$ 1,638.91
Dovgalyuk, Oleg	\$ 1,669.95
Earthsong, Wendy L	\$ 4,194.13
Ecke, Laurel E	\$ 1,267.68
Edwards, Matthew B	\$ 633.84
Eichenberger, Tamela Jean	\$ 3,708.69
Elkhayat, Reham Ahmed	\$ 955.52
Eney, Dustin Jay	\$ 2,812.51
Esquivel, Fredy Armando	\$ 50.70
Etling, Robert	\$ 2,234.33
Etringer, Danica B	\$ 1,565.58
Evans, William Douglas	\$ 1,408.45
Fournier, Kevin J	\$ 2,866.55
Fryman, Brandon R	\$ 316.92
Fuller, Tanya L	\$ 3,055.18
Ganeson, Vaani	\$ 263.44
Garrett, Courtney L	\$ 542.20
Gauthier, Kathryn Allyce	\$ 3,521.13
George, Emily C	\$ 1,267.68
Gering, Sara Kaitlin	\$ 465.66
Gilman, Kelsey E	\$ 950.76
Ginney, Kyle William	\$ 2,229.94
Good, Janeann Jean	\$ 1,920.59
Good, Melanie K	\$ 1,436.73
Greathouse, Lauren Quincy	\$ 3,136.99
Hale, Chadrick D	\$ 3,714.76
Hamid, Zaki	\$ 1,280.39
Harding, Kenneth Logan	\$ 242.45

Name	Retention Payment
Heiner, Rebecca Dawn	\$ 1,128.24
Heinke, Lonnie Carl	\$ 2,619.03
Henderson IV, Clifford Josie	\$ 42.78
Hendrickson, Michelle	\$ 2,048.63
Herrick, Paul William	\$ 1,082.92
Hustead, Gregory R	\$ 30.90
Hyde, Sadie Adair	\$ 813.43
Jabbarli, Ramin	\$ 950.76
James, Brittany	\$ 2,535.37
Jayaprakasan, Vivek	\$ 701.55
Johnson, Catherine Jane	\$ 2,370.71
Johnson, LaToya Marie	\$ 3,822.06
Jones, Charles J.	\$ 1,280.39
Jones, Taylor Robert	\$ 955.52
Jones, Teresa A	\$ 2,205.49
Kalab, Katherine R	\$ 1,280.39
Kang, Cheol	\$ 318.51
Karim, Afroz	\$ 1,795.91
Karnosh, Ami Dawn	\$ 1,267.68
Kelly, Shawna	\$ 3,025.84
Khadar, Sonia Z	\$ 845.68
King, Alisha	\$ 840.71
Knepper, Phillip T	\$ 170.40
Koty, Laura	\$ 1,866.45
Kwan, Andrea Y	\$ 1,867.45
Labitzke, Miles	\$ 1,248.39
Lane, David C	\$ 2,066.08
Lang, Scott Alan	\$ 104.58
Larson, Joe Joseph	\$ 1,911.03
Lee, Carly Jane	\$ 3,200.98
Lew, Chooi Theng	\$ 1,280.39
Lewarne, Anne J	\$ 2,521.11
Leyva, Mikaila	\$ 637.01
Liias, Marko Sakari	\$ 950.76
Loonat, Farhana	\$ 1,267.68
MacBride, Katharine S	\$ 598.99
Magee, Robert Bryan	\$ 1,152.35
Markovich, Theresa	\$ 2,240.69
Marshall, Christine Katherine	\$ 427.41
Martin, Vidal	\$ 1,920.59

Name	Retention Payment
Matsumura, Terry W.	\$ 232.94
Matthews, Maggie Mae	\$ 211.55
Mayhle, Wynter Elise	\$ 389.82
McFadden, Michael A	\$ 2,118.07
McClean, Gail Sheena	\$ 256.71
McShane, Paul Thomas	\$ 743.31
McVay, Vanessa	\$ 1,920.59
Melcher, Timothy Scott	\$ 3,530.41
Merrill, Shellia	\$ 1,463.88
Miller, Kerstin M	\$ 633.84
Minaker, Scott Andrew	\$ 27.57
Moody, Emily R	\$ 3,581.22
Mooney, Darlene L	\$ 2,600.23
Moran, Jacob	\$ 2,218.45
Munson-Reese, Jennifer M	\$ 1,745.77
Murphy, Spencer	\$ 1,920.59
Nash, Brady Andrew	\$ 955.52
Needle, Mattathias	\$ 718.37
Nelson, Dean Alan	\$ 3,885.82
Newlin, Gary E.	\$ 960.29
Overby, Chayuda	\$ 1,267.67
Palaniswamy Gnanam, Vidhya Priyadharshnee	\$ 390.22
Peckham, Tiffani Anne	\$ 316.92
Perka, Penny L	\$ 960.29
Perron, Adam J	\$ 633.84
Peters, Matthew	\$ 955.52
Phillips III, Billy Solon	\$ 2,880.88
Phillips, Pamela Denise	\$ 126.77
Platt, Brian Christopher	\$ 4,514.86
Policy, Melissa	\$ 206.00
Putnam, Perry M.	\$ 5,328.41
Rabkin, Teague A	\$ 3,486.13
Rahmani, Ali	\$ 318.51
Rairdin, Andrea	\$ 2,276.85
Refling, Rachelle Diane	\$ 1,120.38
Robinson, Katherine E	\$ 1,986.73
Robles-Conklin, Barbara del Mar	\$ 950.76
Ronhaar, Candace April	\$ 3,425.06
Russell, Mitchell Allen	\$ 1,961.21
Sahagun, Sheila A	\$ 3,834.78

Name	Retention Payment
Sak, Mine	\$ 1,584.60
Scoville, Tracy	\$ 804.64
Segle, Colton D	\$ 164.01
Seiler, Destry	\$ 1,563.50
Sharp, Mollie M	\$ 1,542.97
Singer, Erin	\$ 633.84
Sitko, Henry Gerald	\$ 316.92
Skarr, Dennis	\$ 957.62
Skinner, Deanna J.	\$ 768.24
Skrinnik, Elena I	\$ 3,200.98
Smith, Lawrence	\$ 1,584.60
Soto Lopez, Santiago	\$ 318.51
Sparks, Deanne Michelle	\$ 633.84
Sumrell, Wairimu	\$ 2,827.06
Sutton, Lisa Marie	\$ 1,487.97
Swets, Julie	\$ 316.92
Tablan, Ferdinand E	\$ 950.76
Tavener, Carson Lloyd	\$ 637.01
Toler, John R	\$ 1,282.24
Toutonghi, Hannah N	\$ 2,720.24
Townsend, Tawny	\$ 384.11
Tozier, Theresa Marie	\$ 366.05
Tran, Ken I	\$ 101.41
Tsui, Chi L	\$ 358.69
Tzintzun, Brianda Aracely	\$ 1,743.10
Uh, Song Mi	\$ 2,091.70
Van Berg, Sheree	\$ 1,164.18
VanBeek, David R.	\$ 1,344.43
Vazquez Marquez, Juan Antonio	\$ 1,077.55
Voelker, Madelyn R	\$ 3,758.25
Vu, Peter Tu	\$ 3,018.78
Walser, Diane Margaret	\$ 1,120.24
Webster, Kandis G.	\$ 576.18
Woolery, Sean Ryan	\$ 85.57
Wright, Steven Louis	\$ 575.99
Xayamouangbo, Romey	\$ 92.70